

Senate Bill No. 585

(By Senators Palumbo, Cookman and Kessler (Mr. President))

[Introduced March 20, 2013; referred to the Committee on the
Judiciary.]

10 A BILL to amend and reenact §37-6-30 of the Code of West Virginia,
11 1931, as amended, relating to maintaining residential property
12 in a habitable condition; requiring delivery of a brochure on
13 mold and moisture at the commencement of a tenancy;
14 specifically including accumulation of moisture and growth of
15 mold as an example of what can cause a residential property to
16 be unfit or uninhabitable; and clarifying that a landlord
17 cannot use nonpayment of rent as an excuse to not make
18 necessary repairs when the landlord was notified of the need
19 for repairs prior to the nonpayment of rent and did not take
20 sufficient action.

21 *Be it enacted by the Legislature of West Virginia:*

22 That §37-6-30 of the Code of West Virginia, 1931, as amended,
23 be amended and reenacted to read as follows:

24 **ARTICLE 6. LANDLORD AND TENANT.**

1 **§37-6-30. Landlord to deliver premises; duty to maintain premises**
2 **in fit and habitable condition.**

3 (a) With respect to residential property ~~(a)~~ a landlord shall:

4 (1) At the commencement of a tenancy, deliver the dwelling
5 unit and surrounding premises in a fit and habitable condition and
6 provide to the tenant a copy of United States Environmental
7 Protection Agency brochure 402-K-02-003 regarding mold and
8 moisture, and shall ~~thereafter~~ after that maintain the leased
9 property in ~~such~~ a fit and habitable condition; ~~and~~

10 (2) Maintain the leased property in a condition that meets
11 requirements of applicable health, safety, fire and housing codes,
12 unless the failure to meet those requirements is the fault of the
13 tenant, a member of his or her family or other person on the
14 premises with his or her consent; ~~and~~

15 (3) In multiple housing units, keep clean, safe and in repair
16 all common areas of the premises remaining under his or her control
17 that are maintained for the use and benefit of his or her tenants;
18 ~~and~~

19 (4) Make all repairs necessary to keep the premises in a fit
20 and habitable condition, including, but not limited to, ensuring
21 the premises are free from the accumulation of moisture and growth
22 of mold, unless ~~said~~ the repairs ~~were~~ are necessitated primarily by
23 a lack of reasonable care by the tenant, a member of his or her
24 family or other person on the premises with his or her consent; ~~and~~

1 (5) Maintain in good and safe working order and condition all
2 electrical, plumbing, sanitary, heating, ventilating, air-
3 conditioning and other facilities and appliances, including
4 elevators, supplied or required to be supplied by him or her by
5 written or oral agreement or by law; ~~and~~

6 (6) In multiple housing units, provide and maintain
7 appropriate conveniences for the removal of ashes, garbage, rubbish
8 and other waste incidental to the occupancy of the dwelling unit;
9 and

10 (7) With respect to dwelling units supplied by direct public
11 utility connections, supply running water and reasonable amounts of
12 hot water at all times, and reasonable heat between October 1, and
13 the April 30, except where the dwelling unit is so constructed that
14 running water, heat or hot water is generated by an installation
15 within the exclusive control of the tenant.

16 (b) If a landlord's duty under the rental agreement exceeds a
17 duty imposed by this section, that portion of the rental agreement
18 imposing a greater duty ~~shall control~~ controls.

19 (c) None of the provisions of this section ~~shall be deemed to~~
20 require the landlord to make repairs when the tenant is in arrears
21 in payment of rent: Provided, That this subsection does not apply
22 where the arrears in payment of rent occurred after the landlord
23 received notice that repairs required by subsection (a) were
24 necessary and before the landlord fully returned the dwelling unit

1 and premises to be in compliance with subsection (a) of this
2 section.

3 (d) For the purposes of this section, the term "multiple
4 housing unit" ~~shall mean~~ means a dwelling which contains a room or
5 group of rooms located within a building or structure forming more
6 than one habitable unit for occupants for living, sleeping, eating
7 and cooking.

NOTE: The purpose of this bill is to clarify that this section applies to mold and clarify that repairs must be made by the landlord if a tenant is up to date on rent at the time the tenant complains about a condition of the premises.

Strike-throughs indicate language that would be stricken from the present law, and underscoring indicates new language that would be added.