

1 **H. B. 4459**

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3 (By Delegates Lawrence, Raines, Staggers,
4 Fleischauer, Longstreth, Marshall, Hunt,
5 Barrett, Moore, L. Phillips and Skinner)

6 [Introduced February 11, 2014; referred to the
7 Committee on the Judiciary.]

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10 A BILL to amend the Code of West Virginia, 1931, as amended, by
11 adding thereto a new section, designated §37-6-31, relating to
12 residential leases; allowing a tenant to terminate a
13 residential lease in certain circumstances relating to
14 domestic violence or sexual assault; and addressing changing
15 the locks when a protection order has been issued.

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

17 That the Code of West Virginia, 1931, as amended, be amended
18 by adding thereto a new section, designated §37-6-31, to read as
19 follows:

20 **ARTICLE 6. LANDLORD AND TENANT.**

21 **§37-6-31. Protective order tenant protection.**

22 (a) For the purposes of this section, "legal occupant" means
23 an occupant who resides on the premises with the actual knowledge
24 and permission of the landlord.

1 (b) (1) A tenant may terminate the tenant's future liability
2 under a residential lease if the tenant or legal occupant:

3 (A) Is a victim of domestic violence as provided in section
4 two hundred two, article twenty-seven, chapter forty-six; or

5 (B) Is a victim of sexual assault as provided in section
6 three, four and five, article eight-b, chapter sixty-one.

7 (2) The tenant shall provide the landlord a written notice and
8 shall vacate the leased premises within thirty days from the date
9 of the written notice.

10 (3) A tenant who vacates leased premises is responsible for
11 rent only for the thirty days following the notice of intent to
12 vacate.

13 (4) If a tenant does not vacate the leased premises within
14 thirty days of the written notice, the landlord may by written
15 notice to the tenant, consider the tenant's notice of an intent to
16 vacate rescinded and the terms of the original lease in effect.

17 (5) The termination of a tenant's future liability under a
18 residential lease under this section does not terminate or in any
19 other way impact the future liability of a tenant who is the
20 respondent in the action that results in:

21 (A) A temporary protective order entered according to section
22 two hundred three, article twenty-seven, chapter forty-eight; and

23 (B) A domestic violence protective order according to an order
24 entered by section two hundred five, article twenty-seven, chapter

1 forty-eight.

2 (c)(1) A tenant who is a victim of domestic violence or a
3 victim of sexual assault may provide to the landlord a written
4 request to change the locks of the leased premises if the
5 protective order issued for the benefit of the tenant requires the
6 respondent to refrain from entering or to vacate the residence of
7 the tenant.

8 (2) The written request shall include:

9 (A) A copy of the protective order issued for the benefit of
10 the tenant or legal occupant under section two hundred three,
11 article twenty-seven, chapter forty-eight; or

12 (B) A copy of the domestic violence protective order for the
13 tenant or legal occupant under section two hundred five, article
14 twenty-seven, chapter forty-eight.

15 (3) Upon receipt of the request the landlord shall change the
16 locks on the leased premises by the close of the next business day.

17 (4) If the landlord fails to change the locks the tenant:

18 (A) May have the locks changed by a locksmith on the leased
19 premises without permission from the landlord; and

20 (B) Shall give a duplicate key to the landlord or the
21 landlord's agent by the close of the next business day after the
22 lock change.

23 (5) If a landlord changes the locks, the landlord:

24 (A) Shall provide a copy of the new key to the tenant who made

1 the request for the change of locks at a mutually agreed time
2 following the lock change; and

3 (B) May charge a fee to the tenant not exceeding the
4 reasonable cost of changing the locks.

5 (6) If a landlord charges a fee to the tenant for changing the
6 locks, the tenant shall pay the fee within forty-five days of the
7 date the locks are changed.

8 (7) If a tenant does not pay a fee, the landlord may:

9 (A) Charge the fee as additional rent; or

10 (B) Withhold the amount of the fee from the tenant's security
11 deposit.

NOTE: The purpose of this bill is to permit a tenant to terminate a residential lease in certain circumstances relating to domestic violence or sexual assault. The bill also addresses changing the locks when a protection order has been issued.

This section is new; therefore, it has been completely underscored.