

WEST VIRGINIA LEGISLATURE

2023 REGULAR SESSION

Introduced

House Bill 2099

By Delegate Walker

[Introduced January 11, 2023; Referred to the
Committee on the Judiciary]

1 A BILL to amend and reenact §37-6A-2 of the Code of West Virginia, 1931, as amended, relating
 2 to requiring landlords to provide renters with the full amount of their security deposit if the
 3 landlord has failed any dwelling unit inspections on the property where the tenant is renting
 4 or leasing.

Be it enacted by the Legislature of West Virginia:

ARTICLE 6A. RESIDENTIAL RENTAL SECURITY DEPOSITS.

§37-6A-2. Security deposits.

1 (a) Upon termination of the tenancy and within the applicable notice period, any security
 2 deposit held by the landlord, minus any deductions for damages or other charges, shall be
 3 delivered to the tenant, together with a written itemization of any such damages or other charges
 4 as provided in subsection (c).

5 (b) Upon termination of the tenancy, any security deposit held by the landlord may be
 6 applied by the landlord only to:

7 (1) The payment of rent due, including the reasonable charges for late payment of rent
 8 specified in the rental agreement;

9 (2) The payment of the amount of damages which the landlord has suffered by reason of
 10 the tenant’s noncompliance with the rental agreement, less reasonable wear and tear;

11 (3) The payment of unpaid utilities that were billed to and paid by the landlord, are the
 12 obligation of the tenant under the rental agreement and unpaid by the tenant;

13 (4) The payment of reasonable costs for the removal and storage of the tenant’s personal
 14 property. The landlord may dispose of the stored personal property pursuant to the provisions of
 15 subdivisions (1) through (3), subsection (h), section three, article three-a, chapter fifty-five of this
 16 code; and

17 (5) To other damages or charges as provided in the rental agreement, including but not
 18 limited to, paying for the services of a third party contractor to repair damages to the property
 19 caused by the tenant.

20 (c) In the event that damages to the premises exceed the amount of the security deposit
21 and require the services of a third party contractor, the landlord shall give written notice to the
22 tenant, advising him or her of that fact, within the applicable notice period. If notice is given as
23 prescribed in this subsection, the landlord shall have an additional fifteen day period to provide an
24 itemization of the damages and the cost of repair.

25 (d) Nothing in this section shall be construed by a court of law or otherwise as entitling the
26 tenant, upon the termination of the tenancy, to an immediate credit against the tenant's delinquent
27 rent account in the amount of the security deposit.

28 (e) The holder of the landlord's interest in the premises at the time of the termination of the
29 tenancy, regardless of how the interest is acquired or transferred, is bound by this section and
30 shall be required to return any security deposit received by the original landlord that is duly owed to
31 the tenant. The provisions of this subsection apply whether or not such security deposit is
32 transferred with the landlord's interest by law or equity, and regardless of any contractual
33 agreements between the original landlord and his or her successors in interest.

34 (f) If the tenant has any assignee or sublessee, the landlord shall be entitled to hold a
35 security deposit from only one party in compliance with the provisions of this section.

36 (g) For the purposes of this section, the delivery to a tenant of a security deposit and/or any
37 notice prescribed by this section, may be accomplished by either personal delivery to the tenant,
38 or by mailing the deposit and/or notice to the tenant's last known address or forwarding address as
39 provided by the tenant. It shall be the responsibility of the tenant to provide an accurate address to
40 the landlord. If personal delivery is not reasonably possible and a deposit or notice mailed to the
41 tenant at his or her last known address or forwarding address provided is returned as non-
42 deliverable, then the landlord shall hold the deposit or notice for the period of six months, to be
43 personally delivered to the tenant, or his or her authorized agent or attorney, at the landlord's place
44 of business during normal business hours within seventy-two hours after a written request is
45 received from the tenant.

46 (h) If a landlord has property or a dwelling that is being rented to a tenant, and that property
47 or dwelling has failed a dwelling unit inspection and has been deemed uninhabitable, then that
48 tenant shall immediately have the right to claim the full amount of their security deposit.

NOTE: The purpose of this bill is to allow a tenant to recover the full amount of their security deposit if a landlord has failed a dwelling unit inspection on the property where the tenant is renting or leasing.

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