

WEST VIRGINIA LEGISLATURE

2023 REGULAR SESSION

Introduced

House Bill 3291

By Delegate E. Pritt

[Introduced February 03, 2023; Referred to the
Committee on the Judiciary]

1 A BILL to amend and reenact §37-6-5 and §37-6-30 of the Code of West Virginia, 1931, as
 2 amended, all relating to landlords and tenants; extending notice of rent increase in certain
 3 circumstances; providing prior notice to enter rented premises by landlord and exceptions
 4 thereto; allowing renter to effectuate repairs after notice to landlord if landlord fails to make
 5 repairs to restore habituality of the premises; requiring repairs be reasonable and with
 6 proper workmanship; and making landlord liable for certain repairs facilitated by a tenant.

Be it enacted by the Legislature of West Virginia:

ARTICLE 6. LANDLORD AND TENANT.

§37-6-5. Notice to terminate tenancy.

1 A tenancy from year to year may be terminated by either party giving notice in writing to the
 2 other, at least three months prior to the end of any year, of his or her intention to terminate the
 3 same. A periodic tenancy, in which the period is less than one year, may be terminated by like
 4 notice, or by notice for one full period before the end of any period. When such notice is to the
 5 tenant, it may be served upon him or her, or upon anyone holding under him or her the leased
 6 premises, or any part thereof. When it is by the tenant, it may be served upon anyone who at the
 7 time owns the premises in whole or in part, or the agent of such owner, or according to the
 8 common law. For a month-to-month lease, the landlord shall provide at least 60 days' notice of
 9 any increase of rent. This section shall not apply where, by special agreement, some other period
 10 of notice is fixed, or no notice is to be given; nor shall notice be necessary from or to a tenant
 11 whose term is to end at a certain time.

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

1 With respect to residential property:
 2 (a) A landlord shall:
 3 (1) At the commencement of a tenancy, deliver the dwelling unit and surrounding premises
 4 in a fit and habitable condition, and shall thereafter maintain the leased property in such condition;

5 and

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

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

13 (4) Make all repairs necessary to keep the premises in a fit and habitable condition, unless
14 said repairs were necessitated primarily by a lack of reasonable care by the tenant, a member of
15 his or her family or other person on the premises with his or her consent; and

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

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

22 (7) With respect to dwelling units supplied by direct public utility connections, supply
23 running water and reasonable amounts of hot water at all times, and reasonable heat between
24 October 1, and the last day of April, except where the dwelling unit is so constructed that running
25 water, heat or hot water is generated by an installation within the exclusive control of the tenant;
26 and

27 (8) Provide prior notice to the tenant of entry into the housing unit for any reason, including,
28 but not limited to, routine repairs, maintenance or showing the unit to prospective renters:
29 Provided, That the landlord may enter the property without prior notice to conduct emergency
30 repairs in the unit, or if a known health emergency is occurring. The prior notice can be written or

31 verbal and must be provided at least 12 hours prior to entry; and

32 (9) The landlord may not increase the rent more than 10% the above existing rent unless
33 he or she can show that during the prior years the landlord expended more that 50% of the total
34 value of the prior year's rent in improvements or repairs to the premises.

35 (b) If a landlord's duty under the rental agreement exceeds a duty imposed by this section,
36 that portion of the rental agreement imposing a greater duty shall control.

37 (c) None of the provisions of this section shall be deemed to require the landlord to make
38 repairs when the tenant is in arrears in payment of rent.

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

42 (e) The tenant shall notify the landlord of any known failing facility condition that prevents
43 the premises from being fit and habitable. Upon notice to the landlord, if after 14 calendar days the
44 landlord has not caused the condition to be repaired or provided to the tenant a reasonable
45 timeframe for the repair to be conducted, the tenant may cause the undertaking of repairs to
46 restore habituality of the premises. The tenant must provide notice of the pending repair and if the
47 landlord fails to provide a reasonable time period for the repair to be made the tenant may proceed
48 with the repair and deduct the cost of such repair from any future rent payments. The tenant shall
49 assure that any repairs are of a reasonable standard and materials that would restore the
50 premises to similar condition prior to the event that caused the need for the repair. The renter shall
51 provide a receipt of the cost paid for the repair to the landlord. If the repair is done with proper
52 workmanship and pursuant to the provisions of this subsection, the landlord shall be liable for all
53 costs of such repairs.

NOTE: The purpose of this bill is to revise landlord tenant laws; extending notice of rent increase in month-to-month rentals to 60 days; providing prior notice for landlord to enter rented premises and exceptions thereto; allowing renter to effectuate repairs after notice to

landlord if landlord fails to make repairs to restore habitability of the premises; requiring repairs be reasonable and with proper workmanship; and making landlord liable for certain repairs facilitated by a tenant.

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