

WEST VIRGINIA LEGISLATURE

2024 REGULAR SESSION

Introduced

House Bill 5333

By Delegate Young

[Introduced January 29, 2024; Referred to the
Committee on the Judiciary]

1 A BILL amend the Code of West Virginia, 1931, as amended, and by adding thereto a new article,
 2 designated §37-6B-1, §37-6B-2, and §37-6B-3 all relating to the providing tenants the right
 3 to contact emergency services; to terminate a lease where there is fear of violence, and a
 4 residential tenant's right to privacy.

Be it enacted by the Legislature of West Virginia:

ARTICLE **6B.** **TENANT'S** **RIGHTS.**

§37-6B-1. Tenant's right to seek police and emergency services.

1 In this section, "domestic violence" has the meaning given in §48-27-202 of this code.

2 (a) A landlord may not:

3 (1) Bar or limit a residential tenant's right to call for police or emergency assistance in
 4 response to domestic abuse or any other conduct; or

5 (2) Impose a penalty on a residential tenant for calling for police or emergency assistance
 6 in response to domestic violence or any other conduct.

7 (b) A residential tenant may not waive and a landlord may not require the residential tenant
 8 to waive the residential tenant's right to call for police or emergency assistance.

9 (c) This section preempts any inconsistent local ordinance or rule including, without
 10 limitation, any ordinance or rule that:

11 (1) Requires an eviction after a specified number of calls by a residential tenant for police
 12 or emergency assistance in response to domestic abuse or any other conduct; or

13 (2) Provides that calls by a residential tenant for police or emergency assistance in
 14 response to domestic abuse or any other conduct may be used to penalize or charge a fee to a
 15 landlord.

16 (3) This subdivision shall not otherwise preempt any local ordinance or rule that penalizes
 17 a landlord for, or requires a landlord to abate, conduct on the premises that constitutes a nuisance
 18 or other disorderly conduct as defined by local ordinance or rule.

19 (d) This section shall not be construed to condone or permit any breach of a lease or of law

20 by a residential tenant including, but not limited to, disturbing the peace and quiet of other tenants,
21 damage to property, and disorderly conduct.

22 (e) A residential tenant may bring a civil action for a violation of this section and recover
23 from the landlord \$1,000 or actual damages, whichever is greater, and reasonable attorney's fees.

§37-6B-2. Right of victims of violence to terminate lease.

1 (a) A tenant to a residential lease may terminate a lease agreement in the manner provided
2 in this section without penalty or liability, if the tenant or another authorized occupant fears
3 imminent violence after being subjected to:

4 (1) Domestic violence, as that term is defined under §48-27-202 of this code;

5 (2) Criminal sexual conduct under §61-8B-1 et seq. of this code;

6 (3) Sexual extortion, which is defined as "demanding, requesting, requiring, or accepting
7 sexual favors in place of payment for rent, utilities, repairs, or any other financial interaction
8 between landlord and tenant; or

9 (4) Stalking, harassment, or both under §61-2-9a of this code.

10 (b) The tenant must provide signed and dated advance written notice to the landlord:

11 (1) Stating the tenant fears imminent violence from a person as indicated in a qualifying
12 document against the tenant or an authorized occupant if the tenant or authorized occupant
13 remains in the leased premises;

14 (2) Stating that the tenant needs to terminate the tenancy;

15 (3) Providing the date by which the tenant will vacate; and

16 (4) Providing written instructions for the disposition of any remaining personal property in
17 accordance with section §37-6-6 of this code.

18 (c) The written notice must be delivered before the termination of the tenancy by mail, fax,
19 or in person, and be accompanied by a qualifying document.

20 (d) The landlord may request that the tenant disclose the name of the perpetrator and, if a
21 request is made, inform the tenant that the landlord seeks disclosure to protect other tenants in the

22 building. The tenant may decline to provide the name of the perpetrator for safety reasons.

23 Disclosure shall not be a precondition of terminating the lease.

24 (e) The tenancy terminates, including the right of possession of the premises, as provided
25 in subsection (c) of this section.

26 (e) A landlord must not disclose:

27 (1) Any information provided to the landlord by a tenant in the written notice required under
28 subsection (b) of this section;

29 (2) Any information contained in the qualifying document;

30 (3) The address or location to which the tenant has relocated; or

31 (4) The status of the tenant as a victim of violence.

32 (f) The information referenced in subsection (b) of this section must not be entered into any
33 shared database or provided to any person or entity but may be used when required as evidence
34 in an eviction proceeding, action for unpaid rent or damages arising out of the tenancy, with the
35 consent of the tenant, or as otherwise required by law.

36 (g) A tenant who is a sole tenant and is terminating a lease for reasons described in this
37 section is responsible for the rent payment for the full month in which the tenancy terminates. The
38 tenant forfeits all claims for the return of the security deposit under §37-6A-1 et seq. of this code
39 and is relieved of any other contractual obligation for payment of rent or any other charges for the
40 remaining term of the lease, except as provided in this section. In a sole tenancy, the tenancy
41 terminates on the date specified in the notice provided to the landlord as required by this section.

42 (h) In a tenancy with multiple tenants, one of whom is terminating the lease under this
43 section, any lease governing all tenants is terminated at the later of the end of the month or the end
44 of the rent interval in which one tenant terminates the lease under this section. All tenants are
45 responsible for the rent payment for the full month in which the tenancy terminates. Upon
46 termination, all tenants forfeit all claims for the return of the security deposit under section §37-6A-
47 1 et seq. of this code and are relieved of any other contractual obligation for payment of rent or any

48 other charges for the remaining term of the lease, except as provided in this section. Any tenant
49 whose tenancy was terminated under this paragraph may reapply to enter into a new lease with
50 the landlord.

51 (i) This section does not affect a tenant's liability for delinquent, unpaid rent or other
52 amounts owed to the landlord before the lease was terminated by the tenant under this section.

53 (j) A residential tenant may not waive, and a landlord may not require the residential tenant
54 to waive, the tenant's rights under this section.

55 (k) For purposes of this section, the following terms have the meanings given:

56 (1) "Court official" means a judge, referee, court administrator, prosecutor, probation
57 officer, or victim's advocate, whether employed by or under contract with the court, who is
58 authorized to act on behalf of the court;

59 (2) "Qualified third party" means a person, acting in an official capacity, who has had in-
60 person contact with the tenant and is:

61 (A) A licensed health care professional operating within the scope of the license;

62 (B) A domestic abuse advocate; or

63 (C) A sexual assault counselor;

64 (3) "Qualifying document" means:

65 (A) A valid order for protection under §48-27-501 et seq.;

66 (B) Any document from a court mandating that no contact be had between the victim and
67 the person who is the subject of the lease termination;

68 (C) A writing produced and signed by a court official, acting in an official capacity,
69 documenting that the tenant or authorized occupant is a victim of domestic violence, as that term
70 criminal sexual conduct, sexual extortion, or harassment, as those terms are used in this section,
71 and naming the perpetrator, if known;

72 (D) A writing produced and signed by a city, county, state, or tribal law enforcement official,
73 acting in an official capacity, documenting that the tenant or authorized occupant is a victim of

74 domestic violence, as that term criminal sexual conduct, sexual extortion, or harassment, as those
75 terms are used in this section, and naming the perpetrator, if known; or

76 (E) a statement by a qualified third party, in the following form:

77 STATEMENT BY QUALIFIED THIRD PARTY

78 I, (name of qualified third party), do hereby verify as follows:

79 1. I am a licensed health care professional, domestic abuse advocate, or sexual assault
80 counselor, who has had in-person contact with (name of victim(s)).

81 2. I have a reasonable basis to believe (name of victim(s)) is a victim/are
82 victims of domestic abuse, criminal sexual conduct, sexual extortion, or harassment and fear(s)
83 imminent violence against the individual or authorized occupant if the individual remains (the
84 individuals remain) in the leased premises.

85 3. I understand that the person(s) listed above may use this document as a basis for
86 gaining a release from the lease.

87 I attest that the foregoing is true and correct.

88 (Printed name of qualified third party)

89 (Signature of qualified third party)

90 (Business address and business telephone)

91 (Date)

92 (l) If a federal statute, regulation, or handbook permitting termination of a residential
93 tenancy subsidized under a federal program conflicts with any provision of this section, then the
94 landlord must comply with the federal statute, regulation, or handbook.

§37-6B-3. Residential Tenant's Right to Privacy.

1 For purposes of this section, "landlord" has the meaning defined in §37-6-1 et seq. of this
2 code, and also includes the landlord's agent or other person acting under the landlord's direction
3 and control.

4 (a) Except as provided in subsection (c) of this section, a landlord may enter the premises

5 rented by a residential tenant only for a reasonable business purpose and after making a good
6 faith effort to give the residential tenant reasonable notice under the circumstances of not less than
7 24 hours in advance of the intent to enter. A residential tenant may permit a landlord to enter the
8 rented premises with less than 24 hours notice if desired. The notice must specify a time or
9 anticipated window of time of entry and the landlord may only enter between the hours of 8:00 a.m.
10 and 8:00 p.m. unless the landlord and tenant agree to an earlier or later time. A residential tenant
11 may not waive and the landlord may not require the residential tenant to waive the residential
12 tenant's right to prior notice of entry under this section as a condition of entering into or maintaining
13 the lease.

14 (b) For purposes of this section, a reasonable business purpose includes, but is not limited
15 to:

16 (1) Showing the unit to prospective residential tenants during the notice period before the
17 lease terminates or after the current residential tenant has given notice to move to the landlord or
18 the landlord's agent;

19 (2) Showing the unit to a prospective buyer or to an insurance representative;

20 (3) Performing maintenance work;

21 (4) Allowing inspections by state, county, or city officials charged in the enforcement of
22 health, housing, building, fire prevention, or housing maintenance codes;

23 (5) The residential tenant is causing a disturbance within the unit;

24 (6) The landlord has a reasonable belief that the residential tenant is violating the lease
25 within the residential tenant's unit;

26 (7) Prearranged housekeeping work in senior housing where 80% or more of the
27 residential tenants are age 55 or older;

28 (8) The landlord has a reasonable belief that the unit is being occupied by an individual
29 without a legal right to occupy it; or

30 (9) The residential tenant has vacated the unit.

31 (c) Notwithstanding subsection (a), a landlord may enter the premises rented by a
32 residential tenant to inspect or take appropriate action without prior notice to the residential tenant
33 if the landlord reasonably suspects that:

34 (1) Immediate entry is necessary to prevent injury to persons or property because of
35 conditions relating to maintenance, building security, or law enforcement;

36 (2) Immediate entry is necessary to determine a residential tenant's safety; or

37 (3) Immediate entry is necessary in order to comply with local ordinances regarding
38 unlawful activity occurring within the residential tenant's premises.

39 (d) If the landlord enters when the residential tenant is not present and prior notice has not
40 been given, the landlord shall disclose the entry by placing a written disclosure of the entry in a
41 conspicuous place in the premises.

42 (e) If a landlord violates this section, the residential tenant is entitled to a penalty which
43 may include a rent reduction up to full rescission of the lease, recovery of any damage deposit less
44 any amount retained under section §37-6A-1 et seq. of this code, and up to a \$1,000 civil penalty
45 for each violation and reasonable attorney fees.

NOTE: The purpose of this bill is to provide for a tenant's right to contact emergency services, leave a lease due to violence or threats of violence, and to ensure tenant privacy from landlords.

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