

# West Virginia

## Landlord - Tenant Laws Complete Guide



# West Virginia Landlord-Tenant Laws: Complete Guide

## Your Comprehensive Legal Reference

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### Introduction

This comprehensive guide provides a complete overview of West Virginia's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

### How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

**Important:** This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in West Virginia.

# Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

## **Security Deposit Maximum:**

**What This Means:** Landlords are allowed to collect a security deposit equal to a maximum of two months' rent at the time of signing the lease agreement.

## **Legal Statute:**

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

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

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

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

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

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

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

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

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

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

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

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

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#### **Security Deposit Interest:**

**What This Means:** No statute.

#### **Legal Statute:**

No content available

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#### **Separate Security Deposit Bank Account:**

**What This Means:** No statute.

#### **Legal Statute:**

No content available

## **Non-refundable fees:**

**What This Means:** Non-refundable pet and application fees are permitted if both the landlord and tenant agree in writing that the fees are non-refundable.

## **Legal Statute:**

Current through 2024 First Special Session

Section 37-6A-1 - Definitions

When used in this article, unless expressly stated otherwise:

(1) "Action" means recoupment, counterclaim, set off or other civil suit and any other proceeding in which rights are determined, including without limitation actions for possession, rent, unlawful detainer, unlawful entry and distress for rent.

(2) "Application fee" means any deposit of money, however denominated, which is paid by a tenant to a landlord, lessor or agent of a landlord for the purpose of being considered as a tenant for a dwelling unit.

(3) "Dwelling unit" means a structure or part of a structure that is used as a home or residence by one or more persons who maintain a household, including, but not limited to, a manufactured home.

(4) "Facility" means something that is built, constructed, installed or established to perform some particular function.

(5) "Landlord" means the owner or lessor of the dwelling unit or the building of which such dwelling unit is a part. "Landlord" also includes a managing agent of the premises who fails to disclose the name of such owner or lessor.

(6) "Managing agent" means a person authorized by the landlord to act on behalf of the landlord under a management agreement.

(7) "Notice period" means:

(A) within 60 days of the termination of the tenancy; or

(B) within 45 days of the occupation of the premise by a subsequent tenant, whichever time period is shorter.

(8) "Owner" means one or more persons, jointly or severally, in whom is vested:

(A) All or part of the legal title to the property, or

(B) All or part of the beneficial ownership and a right to present use and enjoyment of the premises, and the term includes a mortgagee in possession.

(9) "Person" means any individual, group of individuals, corporation, partnership, business trust, association or other legal entity, or any combination thereof.

(10) "Premises" means a dwelling unit and the structure of which it is a part and facilities and appurtenances therein and grounds, areas and facilities held out for the use of tenants generally or whose use is promised to the tenant.

(11) "Rent" means all money, other than a security deposit, a nonrefundable fee or money paid to the landlord by the tenant for damage caused by the tenant to the dwelling unit, owed or paid to the landlord under the rental agreement.

(12) "Rental agreement" means all agreements, written (including an electronic record as defined by paragraph (7), section two, article one, chapter thirty-nine-a of the code) or oral, express or implied, embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises.

(13) "Roomer" means a person occupying a dwelling unit that lacks a major bathroom or kitchen facility, in a structure where one or more major facilities are used in common by occupants of the dwelling unit and other dwelling units. Major facility in the case of a bathroom means toilet, and either a bath or shower, and in the case of a kitchen means refrigerator, stove or sink.

(14) "Security deposit" means any refundable deposit of money that is furnished by a tenant to a landlord to secure the performance of the terms and conditions of a rental agreement, or as security for damages to the leased premises. Security deposit does not include:

(A) Rent;

(B) a pet fee; or

(C) application fee: Provided, That the parties expressly agree, in writing, that a pet fee or application fee is nonrefundable. A security deposit does not include prepaid rent.

(15) "Sublease" means the transfer by any tenant of any but not all interests created by a rental agreement.

(16) "Tenant" means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others and shall include a roomer.

(17) "Utility" means electricity, natural gas, propane gas, water, sewer, telephone and cable television provided by a public utility or such other person providing residential utility services. If the rental agreement so provides, a landlord may use submetering equipment or energy allocation equipment, or a ratio utility billing system.

W. Va. Code § 37-6A-1

Added by 2011 Acts, ch. 149 (HB 3202), eff. 6/10/2011.

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### **Pet Deposits and Additional Fees:**

**What This Means:** Non-refundable pet and application fees are permitted if both the landlord and tenant agree in writing that the fees are non-refundable.

### **Legal Statute:**

Current through 2024 First Special Session

#### Section 37-6A-1 - Definitions

When used in this article, unless expressly stated otherwise:

(1) "Action" means recoupment, counterclaim, set off or other civil suit and any other proceeding in which rights are determined, including without limitation actions for possession, rent, unlawful detainer, unlawful entry and distress for rent.

(2) "Application fee" means any deposit of money, however denominated, which is paid by a tenant to a landlord, lessor or agent of a landlord for the purpose of being considered as a tenant for a dwelling unit.

(3) "Dwelling unit" means a structure or part of a structure that is used as a home or residence by one or more persons who maintain a household, including, but not limited to, a manufactured home.

(4) "Facility" means something that is built, constructed, installed or established to perform some particular function.

(5) "Landlord" means the owner or lessor of the dwelling unit or the building of which such dwelling unit is a part. "Landlord" also includes a managing agent of the premises who fails to disclose the name of such owner or lessor.

(6) "Managing agent" means a person authorized by the landlord to act on behalf of the landlord under a management agreement.

(7) "Notice period" means:

(A) within 60 days of the termination of the tenancy; or

(B) within 45 days of the occupation of the premise by a subsequent tenant, whichever time period is shorter.

(8) "Owner" means one or more persons, jointly or severally, in whom is vested:

(A) All or part of the legal title to the property, or

(B) All or part of the beneficial ownership and a right to present use and enjoyment of the premises, and the term includes a mortgagee in possession.

(9) "Person" means any individual, group of individuals, corporation, partnership, business trust, association or other legal entity, or any combination thereof.

(10) "Premises" means a dwelling unit and the structure of which it is a part and facilities and appurtenances therein and grounds, areas and facilities held out for the use of tenants generally or whose use is promised to the tenant.

(11) "Rent" means all money, other than a security deposit, a nonrefundable fee or money paid to the landlord by the tenant for damage caused by the tenant to the dwelling unit, owed or paid to the landlord under the rental agreement.

(12) "Rental agreement" means all agreements, written (including an electronic record as defined by paragraph (7), section two, article one, chapter thirty-nine-a of the code) or oral, express or implied, embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises.

(13) "Roomer" means a person occupying a dwelling unit that lacks a major bathroom or kitchen facility, in a structure where one or more major facilities are used in common by occupants of the dwelling unit and other dwelling units. Major facility in the case of a bathroom means toilet, and either a bath or shower, and in the case of a kitchen means refrigerator, stove or sink.

(14) "Security deposit" means any refundable deposit of money that is furnished by a tenant to a landlord to secure the performance of the terms and conditions of a rental agreement, or as security for damages to the leased premises. Security deposit does not include:

(A) Rent;

(B) a pet fee; or

(C) application fee: Provided, That the parties expressly agree, in writing, that a pet fee or application fee is nonrefundable. A security deposit does not include prepaid rent.

(15) "Sublease" means the transfer by any tenant of any but not all interests created by a rental agreement.

(16) "Tenant" means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others and shall include a roomer.

(17) "Utility" means electricity, natural gas, propane gas, water, sewer, telephone and cable television provided by a public utility or such other person providing residential utility services. If the rental agreement so provides, a landlord may use submetering equipment or energy allocation equipment, or a ratio utility billing system.

W. Va. Code § 37-6A-1

Added by 2011 Acts, ch. 149 (HB 3202), eff. 6/10/2011.

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### **Deadline for Returning Security Deposit:**

**What This Means:** Landlords must return a tenant's security deposit within 60 days after the end of the tenancy or within 45 days of the new tenant's occupancy, whichever is sooner.

### **Legal Statute:**

Current through 2024 First Special Session

Section 37-6A-1 - Definitions

When used in this article, unless expressly stated otherwise:

(1) "Action" means recoupment, counterclaim, set off or other civil suit and any other proceeding in which rights are determined, including without limitation actions for possession, rent, unlawful detainer, unlawful entry and distress for rent.

(2) "Application fee" means any deposit of money, however denominated, which is paid by a tenant to a landlord, lessor or agent of a landlord for the purpose of being considered as a tenant for a dwelling unit.

(3) "Dwelling unit" means a structure or part of a structure that is used as a home or residence by one or more persons who maintain a household, including, but not limited to, a manufactured home.

(4) "Facility" means something that is built, constructed, installed or established to perform some particular function.

(5) "Landlord" means the owner or lessor of the dwelling unit or the building of which such dwelling unit is a part. "Landlord" also includes a managing agent of the premises who fails to disclose the name of such owner or lessor.

(6) "Managing agent" means a person authorized by the landlord to act on behalf of the landlord under a management agreement.

(7) "Notice period" means:

(A) within 60 days of the termination of the tenancy; or

(B) within 45 days of the occupation of the premise by a subsequent tenant, whichever time period is shorter.

(8) "Owner" means one or more persons, jointly or severally, in whom is vested:

(A) All or part of the legal title to the property, or

(B) All or part of the beneficial ownership and a right to present use and enjoyment of the premises, and the term includes a mortgagee in possession.

(9) "Person" means any individual, group of individuals, corporation, partnership, business trust, association or other legal entity, or any combination thereof.

(10) "Premises" means a dwelling unit and the structure of which it is a part and facilities and appurtenances therein and grounds, areas and facilities held out for the use of tenants generally or whose use is promised to the tenant.

(11) "Rent" means all money, other than a security deposit, a nonrefundable fee or money paid to the landlord by the tenant for damage caused by the tenant to the dwelling unit, owed or paid to the landlord under the rental agreement.

(12) "Rental agreement" means all agreements, written (including an electronic record as defined by paragraph (7), section two, article one, chapter thirty-nine-a of the code) or oral, express or implied, embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises.

(13) "Roomer" means a person occupying a dwelling unit that lacks a major bathroom or kitchen facility, in a structure where one or more major facilities are used in common by occupants of the dwelling unit and other dwelling units. Major facility in the case of a bathroom means toilet, and either a bath or shower, and in the case of a kitchen means refrigerator, stove or sink.

(14) "Security deposit" means any refundable deposit of money that is furnished by a tenant to a landlord to secure the performance of the terms and conditions of a rental agreement, or as security for damages to the leased premises. Security deposit does not include:

(A) Rent;

(B) a pet fee; or

(C) application fee: Provided, That the parties expressly agree, in writing, that a pet fee or application fee is nonrefundable. A security deposit does not include prepaid rent.

(15) "Sublease" means the transfer by any tenant of any but not all interests created by a rental agreement.

(16) "Tenant" means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others and shall include a roomer.

(17) "Utility" means electricity, natural gas, propane gas, water, sewer, telephone and cable television provided by a public utility or such other person providing residential utility services. If the rental agreement so provides, a landlord may use submetering equipment or energy allocation equipment, or a ratio utility billing system.

W. Va. Code § 37-6A-1

Added by 2011 Acts, ch. 149 (HB 3202), eff. 6/10/2011.

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### **Permitted Uses of the Deposit:**

**What This Means:** Landlords are permitted to withhold specific amounts from a tenant's security deposit to cover the following:

- Unpaid Rent: Any outstanding rent due, including reasonable late fees outlined in the rental agreement.
- Damage Repairs: Costs associated with repairs due to the tenant's noncompliance with lease terms, excluding normal wear and tear.
- Unpaid Utilities: Amounts for utility bills that the landlord paid but were the tenant's responsibility according to the lease.
- Removal and Storage of Personal Property: Expenses for removing and storing the tenant's belongings, if necessary.
- Other Repairs and Third-Party Services: Costs to fix additional damages outlined in the lease, including charges for third-party repairs of tenant-caused damages.

This statute provides landlords with clear guidance on eligible deductions, ensuring deductions are consistent with agreed-upon terms in the lease.

### **Legal Statute:**

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

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

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

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

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

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

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

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

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

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

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

(g) For the purposes of this section, the delivery to a tenant of a security deposit and/or any notice prescribed by this section, may be accomplished by either personal delivery to the tenant, or by mailing the deposit and/or notice to the tenant's last known address or forwarding address as provided by the tenant. It shall be the responsibility of the tenant to provide an accurate address to the landlord. If personal delivery is not reasonably possible and a deposit or notice

mailed to the tenant at his or her last known address or forwarding address provided is returned as non-deliverable, then the landlord shall hold the deposit or notice for the period of six months, to be personally delivered to the tenant, or his or her authorized agent or attorney, at the landlord's place of business during normal business hours within seventy-two hours after a written request is received from the tenant.

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### **Security Deposit can be Withheld:**

**What This Means:** If the property has sustained damage beyond normal wear and tear which requires a third-party contractor's involvement, the landlord must notify the tenant in writing within the original deadline (60 days or 45 days). Following this notice, landlords have an additional 15 days to provide an itemized statement detailing the damage and associated repair costs.

### **Legal Statute:**

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

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

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

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

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

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

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

(c) In the event that damages to the premises exceed the amount of the security deposit and require the services of a third party contractor, the landlord shall give written notice to the

tenant, advising him or her of that fact, within the applicable notice period. If notice is given as prescribed in this subsection, the landlord shall have an additional fifteen day period to provide an itemization of the damages and the cost of repair.

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

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

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

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

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### **Require Written Description/Itemized List of Damages and Charges:**

**What This Means:** If the property has sustained damage beyond normal wear and tear which requires a third-party contractor's involvement, the landlord must notify the tenant in writing within the original deadline (60 days or 45 days). Following this notice, landlords have an additional 15 days to provide an itemized statement detailing the damage and associated repair costs.

### **Legal Statute:**

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

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

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

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

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

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

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

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

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

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

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

(g) For the purposes of this section, the delivery to a tenant of a security deposit and/or any notice prescribed by this section, may be accomplished by either personal delivery to the tenant, or by mailing the deposit and/or notice to the tenant's last known address or forwarding address as provided by the tenant. It shall be the responsibility of the tenant to provide an accurate address to the landlord. If personal delivery is not reasonably possible and a deposit or notice

mailed to the tenant at his or her last known address or forwarding address provided is returned as non-deliverable, then the landlord shall hold the deposit or notice for the period of six months, to be personally delivered to the tenant, or his or her authorized agent or attorney, at the landlord's place of business during normal business hours within seventy-two hours after a written request is received from the tenant.

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**Receipt of Security Deposit:**

**What This Means:** No statute.

**Legal Statute:**

No content available

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**Record Keeping of Deposit Withholdings:**

**What This Means:** Deposit withholdings records must be kept for one year after the conclusion of the tenancy. The landlord must allow the tenant or tenant's authorized agent (or attorney) to inspect the records within 72 hours of a written request.

**Legal Statute:**

The landlord shall:

- (1) Maintain and itemize records for each tenant of all deductions from security deposits provided under this article which the landlord has made by reason of a tenant's noncompliance with the rental agreement for one year after the termination of the tenancy; and
- (2) Either permit a tenant or his or her authorized agent or attorney to inspect the tenant's records of deductions at any time during normal business hours within seventy-two hours of a written request, or at the landlord's option, provide a tenant or his or her authorized agent or attorney a copy of the tenant's record of deductions during normal business hours within seventy-two hours of a written request.

W. Va. Code § 37-6A-3

Added by 2011 Acts, ch. 149 (HB 3202), eff. 6/10/2011.

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**Failure to Comply:**

**What This Means:** If a landlord intentionally fails to return the security deposit as required, a tenant may take legal action to recover any unreturned portion of the deposit. The tenant may also be eligible for damages up to one and a half times the amount that was wrongfully withheld. In cases where the tenant still has outstanding rent owed to the landlord, the court may apply any awarded amount toward that unpaid rent.

This statute provides tenants with a measure of recourse and aims to discourage landlords from improperly withholding security deposits.

**Legal Statute:**

(a) If a landlord fails to comply with any of the provisions of this article, and such noncompliance is willful or not in good faith, the tenant is entitled to a judgment for:

(1) The amount of any unreturned security deposit; and

(2) Damages for annoyance or inconvenience resulting from the landlord's nonconformance equal to one and a half times the amount wrongfully withheld, unless the tenant owes rent to the landlord, in which case, the court shall order an amount equal to any amount awarded to the tenant pursuant to this subsection to be credited against any rent due to the landlord.

(b) Jurisdiction for any civil action brought pursuant to this article shall be in magistrate court or circuit court in the county where the residential rental premises or units are located.

(c) This section does not limit rights or remedies available to a landlord or tenant under any other law.

W. Va. Code § 37-6A-5

Added by 2011 Acts, ch. 149 (HB 3202), eff. 6/10/2011.

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## Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

### **Rent is Due:**

**What This Means:** No statute.

### **Legal Statute:**

No content available

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### **Payment Methods:**

**What This Means:** No statute.

### **Legal Statute:**

No content available

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### **Rent Increase Notice:**

**What This Means:** No statute.

### **Legal Statute:**

No content available

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### **Late Fees:**

**What This Means:** Late fees are allowed, though they must be specified in the lease.

### **Legal Statute:**

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

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

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

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

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

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

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

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

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

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

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

(g) For the purposes of this section, the delivery to a tenant of a security deposit and/or any notice prescribed by this section, may be accomplished by either personal delivery to the tenant, or by mailing the deposit and/or notice to the tenant's last known address or forwarding address as provided by the tenant. It shall be the responsibility of the tenant to provide an accurate address to the landlord. If personal delivery is not reasonably possible and a deposit or notice mailed to the tenant at his or her last known address or forwarding address provided is returned as non-deliverable, then the landlord shall hold the deposit or notice for the period of six months, to be personally delivered to the tenant, or his or her authorized agent or attorney, at

the landlord's place of business during normal business hours within seventy-two hours after a written request is received from the tenant.

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#### **Application Fees:**

**What This Means:** No statute.

#### **Legal Statute:**

No content available

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#### **Prepaid Rent:**

**What This Means:** No statute.

#### **Legal Statute:**

No content available

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#### **Returned Check Fees:**

**What This Means:** Returned check fee is \$25.00 per returned check.

#### **Legal Statute:**

It is unlawful for any person, firm or corporation to obtain any money, services, goods or other property or thing of value by means of a check, draft or order for the payment of money or its equivalent upon any bank or other depository, knowing at the time of the making, drawing, issuing, uttering or delivering of the check, draft or order that there is not sufficient funds on deposit in or credit with such bank or other depository with which to pay the same upon presentation. The making, drawing, issuing, uttering or delivery of any such check, draft or order, for or on behalf of any corporation, or its name, by any officer or agent of such corporation, shall subject such officer or agent to the penalties of this section to the same extent as though such check, draft or order was his own personal act, when such agent or officer knows that such corporation does not have sufficient funds on deposit in or credit with such bank or depository from which such check, draft or order can legally be paid upon presentment.

This section shall not apply to any such check, draft or order when the payee or holder knows or has been expressly notified prior to the acceptance of same or has reason to believe that the drawer did not have on deposit or to his credit with the drawee sufficient funds to insure payment as aforesaid, nor shall this section apply to any postdated check, draft or order.

No prosecution shall be confined to the provisions of this section by virtue of the fact that worthless checks, drafts or orders may be employed in the commission of some other criminal act.

A person who violates the provisions of this section, if the amount of the check, draft or order is less than five hundred dollars, is guilty of a misdemeanor, and, upon conviction thereof, the person shall be fined not more than two hundred dollars, or confined in jail not more than six months, or both. A person who violates the provisions of this section, if the amount of the check, draft or order is five hundred dollars or more, is guilty of a felony, and, upon conviction thereof, the person shall be fined not more than five hundred dollars, or imprisoned in the penitentiary not less than one year nor more than ten years, or both.

W. Va. Code § 61-3-39

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**Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):**

**What This Means:** No statute.

**Legal Statute:**

No content available

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**Tenant Allowed to Repair and Deduct Rent:**

**What This Means:** No statute.

**Legal Statute:**

No content available

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**Self-Help Evictions:**

**What This Means:** No statute.

**Legal Statute:**

No content available

## **Landlord Allowed to Recover Court and Attorney's Fees:**

**What This Means:** No statute.

### **Legal Statute:**

No content available

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## **Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:**

**What This Means:** When a tenant abandons a lease, the landlord has two options regarding the lease agreement:

**Hold the Tenant Liable for the Remainder of the Lease:** The landlord may choose to hold the tenant responsible for continuing to pay rent for the remainder of the lease term. In this case, the tenant remains liable for all rent due for the entire lease period.

**Attempt to Re-Rent the Property:** Otherwise, the landlord can notify the tenant of their intent to re-rent the premises. If the landlord successfully re-rents the property to a new tenant, the original tenant remains liable for any unpaid rent up to the time of re-rental. Additionally, if the new tenant pays less rent than the original tenant, the original tenant is responsible for covering the difference.

In both scenarios, if the landlord decides to hold the tenant responsible for the lease, the tenant has the right to reclaim possession of the property by paying any overdue rent and fulfilling other obligations specified in the lease agreement.

### **Legal Statute:**

No content available

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## Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

### **Notice to Terminate Tenancy:**

**What This Means:** Three months' written notice is required, unless a different period of notice is agreed to by both parties in writing.

### **Legal Statute:**

A tenancy from year to year may be terminated by either party giving notice in writing to the other, at least three months prior to the end of any year, of his intention to terminate the same. A periodic tenancy, in which the period is less than one year, may be terminated by like notice, or by notice for one full period before the end of any period. When such notice is to the tenant, it may be served upon him, or upon anyone holding under him the leased premises, or any part thereof.

When it is by the tenant, it may be served upon anyone who at the time owns the premises in whole or in part, or the agent of such owner, or according to the common law. This section shall not apply where, by special agreement, some other period of notice is fixed, or no notice is to be given; nor shall notice be necessary from or to a tenant whose term is to end at a certain time.

W. Va. Code § 37-6-5

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### **Notice to Terminate a Periodic Lease – Month-to-Month:**

**What This Means:** One month's written notice is required from the day the rent payment is due, unless a different period of notice is agreed to by both parties in writing.

### **Legal Statute:**

A tenancy from year to year may be terminated by either party giving notice in writing to the other, at least three months prior to the end of any year, of his intention to terminate the same. A periodic tenancy, in which the period is less than one year, may be terminated by like notice, or by notice for one full period before the end of any period. When such notice is to the tenant, it may be served upon him, or upon anyone holding under him the leased premises, or any part thereof.

When it is by the tenant, it may be served upon anyone who at the time owns the premises in whole or in part, or the agent of such owner, or according to the common law. This section shall not apply where, by special agreement, some other period of notice is fixed, or no notice is to be given; nor shall notice be necessary from or to a tenant whose term is to end at a certain time.

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### **Notice to Terminate a Periodic Lease – Week-to-week:**

**What This Means:** One week's written notice is required from the day the rent payment is due, unless a different period of notice is agreed to by both parties in writing.

#### **Legal Statute:**

A tenancy from year to year may be terminated by either party giving notice in writing to the other, at least three months prior to the end of any year, of his intention to terminate the same. A periodic tenancy, in which the period is less than one year, may be terminated by like notice, or by notice for one full period before the end of any period. When such notice is to the tenant, it may be served upon him, or upon anyone holding under him the leased premises, or any part thereof.

When it is by the tenant, it may be served upon anyone who at the time owns the premises in whole or in part, or the agent of such owner, or according to the common law. This section shall not apply where, by special agreement, some other period of notice is fixed, or no notice is to be given; nor shall notice be necessary from or to a tenant whose term is to end at a certain time.

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### **Notice to Terminate Lease due to Sale of Property:**

**What This Means:** Typically, a 30-day notice to terminate a lease for reasons such as the sale of property is required, unless the lease agreement specifies otherwise.

#### **Legal Statute:**

A tenancy from year to year may be terminated by either party giving notice in writing to the other, at least three months prior to the end of any year, of his intention to terminate the same. A periodic tenancy, in which the period is less than one year, may be terminated by like notice, or by notice for one full period before the end of any period. When such notice is to the tenant, it may be served upon him, or upon anyone holding under him the leased premises, or any part thereof.

When it is by the tenant, it may be served upon anyone who at the time owns the premises in whole or in part, or the agent of such owner, or according to the common law. This section shall not apply where, by special agreement, some other period of notice is fixed, or no notice is to be given; nor shall notice be necessary from or to a tenant whose term is to end at a certain time.

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### **Notice of date/time of Move-Out Inspection:**

**What This Means:** No statute.

**Legal Statute:**

No content available

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**Notice of Termination for Nonpayment:**

**What This Means:** Landlords have the right to file for eviction immediately without notice. Once the circuit court sets a hearing date, the landlord is required to notify the tenant in writing of the hearing.

**Legal Statute:**

(a) A person desiring to remove a tenant from residential rental property may apply for such relief to the magistrate court or the circuit court of the county in which such property is located, by verified petition, setting forth the following:

(1) That he is the owner or agent of the owner and as such has a right to recover possession of the property;

(2) A brief description of the property sufficient to identify it;

(3) That the tenant is wrongfully occupying such property in that the tenant is in arrears in the payment of rent, has breached a warranty or a leasehold covenant, or has deliberately or negligently damaged the property or knowingly permitted another person to do so, and describing such arrearage, breach, or act or omission; and

(4) A prayer for possession of the property.

(b) Previous to the filing of the petition the person shall request from the court the time and place at which the petitioner shall be heard. The court shall fix a time for such hearing, which time shall not be less than five nor more than ten judicial days following such request.

(c) Immediately upon being apprised of the time and place for hearing the petitioner shall cause a notice of the same to be served upon the tenant in accordance with the provisions of Rule 4 of the West Virginia rules of civil procedure or by certified mail, return receipt requested. Such notice shall inform the tenant that any defense to the petition must be submitted in writing to the petitioner within five days of the receipt by the tenant of the notice, and in no case later than the fifth day next preceding the date of hearing. Upon receipt of the return of service or the return receipt as the case may be, evidencing service upon the tenant, the petitioner shall file with the court his petition and such proof of service.

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## **Notice for Lease Violation:**

**What This Means:** Landlords have the right to file for eviction immediately without notice. Once the circuit court sets a hearing date, the landlord is required to notify the tenant in writing of the hearing.

## **Legal Statute:**

(a) A person desiring to remove a tenant from residential rental property may apply for such relief to the magistrate court or the circuit court of the county in which such property is located, by verified petition, setting forth the following:

(1) That he is the owner or agent of the owner and as such has a right to recover possession of the property;

(2) A brief description of the property sufficient to identify it;

(3) That the tenant is wrongfully occupying such property in that the tenant is in arrears in the payment of rent, has breached a warranty or a leasehold covenant, or has deliberately or negligently damaged the property or knowingly permitted another person to do so, and describing such arrearage, breach, or act or omission; and

(4) A prayer for possession of the property.

(b) Previous to the filing of the petition the person shall request from the court the time and place at which the petitioner shall be heard. The court shall fix a time for such hearing, which time shall not be less than five nor more than ten judicial days following such request.

(c) Immediately upon being apprised of the time and place for hearing the petitioner shall cause a notice of the same to be served upon the tenant in accordance with the provisions of Rule 4 of the West Virginia rules of civil procedure or by certified mail, return receipt requested. Such notice shall inform the tenant that any defense to the petition must be submitted in writing to the petitioner within five days of the receipt by the tenant of the notice, and in no case later than the fifth day next preceding the date of hearing. Upon receipt of the return of service or the return receipt as the case may be, evidencing service upon the tenant, the petitioner shall file with the court his petition and such proof of service.

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## **Required Notice before Entry:**

**What This Means:** No statute, though reasonable notice of at least 24 hours is recommended.

## **Legal Statute:**

No content available

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**Entry Allowed with Notice for Maintenance and Repairs:**

**What This Means:** No statute, though reasonable notice of at least 24 hours is recommended.

**Legal Statute:**

No content available

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**Emergency Entry Allowed without Notice:**

**What This Means:** No statute.

**Legal Statute:**

No content available

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**Entry Allowed During Tenant's Extended Absence:**

**What This Means:** No statute.

**Legal Statute:**

No content available

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**Entry Allowed with Notice for Showing the Property:**

**What This Means:** No statute, though reasonable notice of at least 24 hours is recommended.

**Legal Statute:**

No content available

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**Notice to Tenants for Pesticide Use:**

**What This Means:** No statute.

**Legal Statute:**

No content available

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### **Lockouts Allowed:**

**What This Means:** Lockouts are not allowed. Landlords must follow the procedures for eviction.

### **Legal Statute:**

(a) A person desiring to remove a tenant from residential rental property may apply for such relief to the magistrate court or the circuit court of the county in which such property is located, by verified petition, setting forth the following:

(1) That he is the owner or agent of the owner and as such has a right to recover possession of the property;

(2) A brief description of the property sufficient to identify it;

(3) That the tenant is wrongfully occupying such property in that the tenant is in arrears in the payment of rent, has breached a warranty or a leasehold covenant, or has deliberately or negligently damaged the property or knowingly permitted another person to do so, and describing such arrearage, breach, or act or omission; and

(4) A prayer for possession of the property.

(b) Previous to the filing of the petition the person shall request from the court the time and place at which the petitioner shall be heard. The court shall fix a time for such hearing, which time shall not be less than five nor more than ten judicial days following such request.

(c) Immediately upon being apprised of the time and place for hearing the petitioner shall cause a notice of the same to be served upon the tenant in accordance with the provisions of Rule 4 of the West Virginia rules of civil procedure or by certified mail, return receipt requested. Such notice shall inform the tenant that any defense to the petition must be submitted in writing to the petitioner within five days of the receipt by the tenant of the notice, and in no case later than the fifth day next preceding the date of hearing. Upon receipt of the return of service or the return receipt as the case may be, evidencing service upon the tenant, the petitioner shall file with the court his petition and such proof of service.

W. Va. Code § 55-3A-1

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### **Utility Shut-offs Allowed:**

**What This Means:** Utility shut-offs are not allowed. Landlords must follow the procedures for eviction.

**Legal Statute:**

Section 55-3A-1 - Petition for summary relief for wrongful occupation of residential rental property

(a) A person desiring to remove a tenant from residential rental property may apply for such relief to the magistrate court or the circuit court of the county in which such property is located, by verified petition, setting forth the following:

(1) That he is the owner or agent of the owner and as such has a right to recover possession of the property;

(2) A brief description of the property sufficient to identify it;

(3) That the tenant is wrongfully occupying such property in that the tenant is in arrears in the payment of rent, has breached a warranty or a leasehold covenant, or has deliberately or negligently damaged the property or knowingly permitted another person to do so, and describing such arrearage, breach, or act or omission; and

(4) A prayer for possession of the property.

(b) Previous to the filing of the petition the person shall request from the court the time and place at which the petitioner shall be heard. The court shall fix a time for such hearing, which time shall not be less than five nor more than ten judicial days following such request.

(c) Immediately upon being apprised of the time and place for hearing the petitioner shall cause a notice of the same to be served upon the tenant in accordance with the provisions of Rule 4 of the West Virginia rules of civil procedure or by certified mail, return receipt requested. Such notice shall inform the tenant that any defense to the petition must be submitted in writing to the petitioner within five days of the receipt by the tenant of the notice, and in no case later than the fifth day next preceding the date of hearing. Upon receipt of the return of service or the return receipt as the case may be, evidencing service upon the tenant, the petitioner shall file with the court his petition and such proof of service.

W. Va. Code § 55-3A-1

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**Electronic Notices Allowed:**

**What This Means:** no

**Legal Statute:**

No content available

# Quick Reference Guide

## Key West Virginia Rental Law Highlights

### Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in West Virginia.

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### Links To Statutes

- [W.Va. Code § 37-6A-1\(14\)](#) – Security Deposit
- [W.Va. Code § 37-6A-1\(7\)](#) – Deadline for Returning Security Deposit
- [W.Va. Code § 37-6A-2\(a\)](#) – Requirement for Written Description/Itemized List of Damages and Charges
- [W.Va. Code § 37-6A-2\(b\)](#) – Permitted Uses of the Security Deposit
- [W.Va. Code § 37-6A-2\(c\)](#) – Extension of Security Deposit Return Deadline for Repairs
- [W.Va. Code § 37-6A-3](#) – Record Keeping of Deposit Withholdings
- [W.Va. Code § 37-6A-5](#) – Penalties for Failure to Comply with Security Deposit Return
- [W.Va. Code § 37-6-7](#) – Reletting by landlord
- [W.Va. Code § 37-6-8](#) – Tenant's right to recover possession
- [W.Va. Code § 37-6-5](#) – Notice to terminate tenancy
- [W.Va. Code § 55-3A-1](#) – Petition for summary relief for wrongful occupation of residential rental property
- [W.Va. Code § 37-6-30](#) – Landlord to deliver premises; duty to maintain premises in fit and habitable condition
- [W.Va. Code § 37-6-6\(c\)](#) – Desertion of leased property; entry; recovery of rent, disposition of abandoned personal property; notice

- [W.Va. Code § 50-2-1](#) – Civil jurisdiction
- [W.Va. Code § 55-2-6](#) – Actions to recover on award or contract other than judgment or recognizance
- [W. Va. Code § 48-5-509](#) – Enjoining abuse, emergency protective order.