

1 COMMITTEE SUBSTITUTE

2 for

3 **H. B. 4425**

4
5 (By Delegates Lawrence, Ferns, Fleischauer,
6 Miley and Morgan)

7 (Originating in the Committee on the Judiciary)

8 [February 24, 2012]

9
10 A BILL to amend and reenact §37-6-30 of the Code of West Virginia,
11 1931, as amended, relating to landlord and tenant; the duty to
12 maintain a premise; requiring a landlord to address issues of
13 accumulation and the growth of mold; and requiring the
14 landlord to perform mold remediation in accordance with
15 Centers for Disease Control and Prevention standards.

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

17 That §37-6-30 of the Code of West Virginia, 1931, as amended,
18 be amended and reenacted to read as follows:

19 **ARTICLE 6. LANDLORD AND TENANT.**

20 **§37-6-30. Landlord to deliver premises; duty to maintain premises**
21 **in fit and habitable condition.**

22 With respect to residential property:

23 (a) A landlord shall:

24 (1) At the commencement of a tenancy, deliver the dwelling
25 unit and surrounding premises in a fit and habitable condition, and
26 shall thereafter maintain the leased property in such condition;

1 ~~and~~

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

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

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

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

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

25 (7) With respect to dwelling units supplied by direct public
26 utility connections, supply running water and reasonable amounts of

1 hot water at all times, and reasonable heat between October 1, and
2 the April 30, except where the dwelling unit is so constructed that
3 running water, heat or hot water is generated by an installation
4 within the exclusive control of the tenant; and

5 (8) Maintain the premises in such a condition as to prevent
6 the accumulation and the growth of mold and to promptly respond to
7 any notices from a tenant. When the accumulation of mold in the
8 dwelling unit materially affects the health or safety of any tenant
9 or authorized occupant, the landlord may require the tenant to
10 temporarily vacate the dwelling unit in order for the landlord to
11 perform mold remediation in accordance with Centers for Disease
12 Control and Prevention standards.

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

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

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