

COMMITTEE SUBSTITUTE

FOR

H. B. 4425

(BY DELEGATES LAWRENCE, FERNS,
FLEISCHAUER, MILEY AND MORGAN)

(Originating in the Committee on the Judiciary)
[February 24, 2012]

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

Be it enacted by the Legislature of West Virginia:

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

ARTICLE 6. LANDLORD AND TENANT.

§37-6-30. Landlord to deliver premises; 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
4 dwelling unit and surrounding premises in a fit and habitable
5 condition, and shall thereafter maintain the leased property in
6 such condition; ~~and~~

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

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

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

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

26 (6) In multiple housing units, provide and maintain
27 appropriate conveniences for the removal of ashes, garbage,
28 rubbish and other waste incidental to the occupancy of the
29 dwelling unit; ~~and~~

30 (7) With respect to dwelling units supplied by direct
31 public utility connections, supply running water and
32 reasonable amounts of hot water at all times, and reasonable
33 heat between October 1, and the April 30, except where the
34 dwelling unit is so constructed that running water, heat or hot

35 water is generated by an installation within the exclusive
36 control of the tenant; and

37 (8) Maintain the premises in such a condition as to
38 prevent the accumulation and the growth of mold and to
39 promptly respond to any notices from a tenant. When the
40 accumulation of mold in the dwelling unit materially affects
41 the health or safety of any tenant or authorized occupant, the
42 landlord may require the tenant to temporarily vacate the
43 dwelling unit in order for the landlord to perform mold
44 remediation in accordance with Centers for Disease Control
45 and Prevention standards.

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

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

52 (d) For the purposes of this section, the term "multiple
53 housing unit" shall mean a dwelling which contains a room

54 or group of rooms located within a building or structure
55 forming more than one habitable unit for occupants for
56 living, sleeping, eating and cooking.