

WEST VIRGINIA LEGISLATURE

2020 REGULAR SESSION

Engrossed

Committee Substitute

for

Senate Bill 267

SENATORS JEFFRIES AND LINDSAY, *original sponsor*

[Originating in the Committee on the Judiciary;

reported on January 30, 2020]

1 A BILL to amend the Code of West Virginia, 1931, as amended, by adding thereto a new section,
2 designated §61-3-16a, relating to creating the offenses of conversion of leased or rented
3 personal property; establishing the elements of the offenses; creating exceptions; and
4 establishing and setting criminal penalties.

Be it enacted by the Legislature of West Virginia:

ARTICLE 3. CRIMES AGAINST PROPERTY.

§61-3-16a. Criminal conversion of leased personal property.

1 (a) Any person who rents an item of personal property pursuant to a written agreement
2 which provides for the return of the item by an agreed upon date to an agreed upon location who
3 fails to do so and thereafter willfully and knowingly fails to return the item within 10 business days
4 after a written demand for the item's return has been made shall be deemed to have converted
5 the item to his or her own use and be guilty of the larceny thereof.

6 (b) Any person who leases an item of personal property pursuant to a written agreement
7 which requires periodic lease payments who fails to make two or more consecutive payments and
8 thereafter willfully and knowingly fails to return the item within 10 business days after a written
9 demand for the item's return has been made shall be deemed to have converted the item to his
10 or her own use and be guilty of the larceny thereof.

11 (c) Service of a written demand under this section is accomplished by certified mail sent
12 to the person who obtained the item of personal property by rental or lease, sent to the address
13 for him or her set forth in the rental or lease agreement, and any other address he or she provides
14 to the rentor or lessor.

15 (d) The provisions of subsections (a) and (b) of this section are inapplicable to
16 circumstances where the failure to return or make the payment as agreed upon is based on a
17 dispute as to terms and conditions of the written agreement or where the condition of the item
18 rented or leased precludes it being transported.