

SB 637

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OFFICE WEST VIRGINIA  
SECRETARY OF STATE

**WEST VIRGINIA LEGISLATURE**  
*REGULAR SESSION, 2004*

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**ENROLLED**

*COMMITTEE SUBSTITUTE FOR*  
SENATE BILL NO. 637

(By Senator Snyder, )

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PASSED: MARCH 13, 2004

In Effect 90 Days From Passage

FILED

2004 APR -5 P 3:41

OFFICE OF WEST VIRGINIA  
SECRETARY OF STATE

**ENROLLED**

COMMITTEE SUBSTITUTE

FOR

**Senate Bill No. 637**

(SENATOR SNYDER, *original sponsor*)

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[Passed March 13, 2004; in effect ninety days from passage.]

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AN ACT to amend and reenact §37-15-2, §37-15-3 and §37-15-6 of the code of West Virginia, 1931, as amended; and to amend said code by adding thereto a new section, designated §37-15-3a; and to amend said code by adding thereto a new article, designated §55-3B-1, §55-3B-2, §55-3B-3, §55-3B-4, §55-3B-5, §55-3B-6 and §55-3B-7, all relating to factory-built home sites; definition of good cause and section; written agreements for factory-built home sites; adoption of rules and regulations by owners of factory-built home sites; terms of written agreement related to termination of tenancy; remedies for wrongful occupation of factory-built home site; definitions; tenancy of factory-built home site; termination of tenancy; petition for summary relief for wrongful occupation; defenses; proceedings; final order; disposition of abandoned property; and waiver of rights.

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

That §37-15-2, §37-15-3 and §37-15-6 of the code of West Virginia, 1931, as amended, be amended and reenacted; that said code be amended by adding thereto a new section, designated §37-15-3a; and that said code be amended by adding thereto a new article, designated §55-3B-1, §55-3B-2, §55-3B-3, §55-3B-4, §55-3B-5, §55-3B-6 and §55-3B-7, all to read as follows:

### **CHAPTER 37. REAL PROPERTY.**

#### **ARTICLE 15. HOUSE TRAILERS, MOBILE HOMES, MANUFACTURED HOMES AND MODULAR HOMES.**

##### **§37-15-2. Definitions.**

1 For the purposes of this article, unless expressly stated  
2 otherwise:

3 (a) "Abandoned factory-built home" means a factory-  
4 built home occupying a factory-built home site pursuant  
5 to a written agreement under which the tenant has de-  
6 faulted in rent or the landlord has exercised any right to  
7 terminate the rental agreement;

8 (b) "Factory-built home" includes modular homes,  
9 mobile homes, house trailers and manufactured homes;

10 (c) "Factory-built home rental community" means a  
11 parcel of land under single or common ownership upon  
12 which two or more factory-built homes are located on a  
13 continual, nonrecreational basis together with any struc-  
14 ture, equipment, road or facility intended for use inciden-  
15 tal to the occupancy of the factory-built homes, but does  
16 not include premises used solely for storage or display of  
17 uninhabited factory-built homes or premises occupied  
18 solely by a landowner and members of his family;

19 (d) "Factory-built home site" means a parcel of land  
20 within the boundaries of a factory-built home rental  
21 community provided for the placement of a single factory-  
22 built home and the exclusive use of its occupants;

23 (e) "Good cause" means:

24 (1) The tenant is in arrears in the payment of periodic  
25 payments or other charges;

26 (2) The tenant has breached a material term of a written  
27 rental agreement or has repeatedly breached other terms  
28 of the rental agreement;

29 (3) Where there is no written agreement, or where the  
30 written agreement does not cover the subject matter of a  
31 warranty or leasehold covenant, the tenant breached a  
32 material warranty or leasehold covenant or has repeatedly  
33 breached other terms of a warranty or a leasehold cove-  
34 nant;

35 (4) The tenant has deliberately or negligently damaged  
36 the property or knowingly permitted another person to do  
37 so.

38 (f) "House trailers" means all trailers designed or  
39 intended for human occupancy and commonly referred to  
40 as mobile homes or house trailers and shall include fold  
41 down camping and travel trailers as these terms are  
42 defined in section one, article six, chapter seventeen-a of  
43 this code, but only when such camping and travel trailers  
44 are located in a factory-built home rental community, as  
45 defined in this section, on a continual, nonrecreational  
46 basis.

47 (g) "Landlord" means the factory-built home rental  
48 community owner, lessor or sublessor of the factory-built  
49 home rental community, or an agent or representative  
50 authorized to act on his or her behalf in connection with  
51 matters relating to tenancy in the community.

52 (h) "Manufactured home" has the same meaning as the  
53 term is defined in section two, article nine, chapter  
54 twenty-one of this code which meets the National Manu-  
55 factured Housing Construction and Safety Standards Act  
56 of 1974 (42 U. S. C. §5401, *et seq.*), effective on the fif-  
57 teenth day of June, one thousand nine hundred seventy-  
58 six, and the federal manufactured home construction and

59 safety standards and regulations promulgated by the  
60 secretary of the United States department of housing and  
61 urban development.

62 (i) "Mobile home" means a transportable structure that  
63 is wholly, or in substantial part, made, fabricated, formed  
64 or assembled in manufacturing facilities for installation or  
65 assembly and installation on a building site and designed  
66 for long-term residential use and built prior to enactment  
67 of the Federal Manufactured Housing Construction and  
68 Safety Standards Act of 1974 (42 U. S. C. §5401, *et seq.*),  
69 effective on the fifteenth day of June, one thousand nine  
70 hundred seventy-six, and usually built to the voluntary  
71 industry standard of the American national standards  
72 institute (ANSI)-A119.1 standards for mobile homes.

73 (j) "Modular home" means any structure that is wholly,  
74 or in substantial part, made, fabricated, formed or assem-  
75 bled in manufacturing facilities for installation or assem-  
76 bly and installation on a building site and designed for  
77 long-term residential use and is certified as meeting the  
78 standards contained in the state fire code encompassed in  
79 the legislative rules promulgated by the state fire commis-  
80 sion pursuant to section five-b, article three, chapter  
81 twenty-nine of this code.

82 (k) "Owner" means one or more persons, jointly or  
83 severally, in whom is vested: (i) All or part of the legal title  
84 to the factory-built home rental community; or (ii) all or  
85 part of the beneficial ownership and right to present use  
86 and enjoyment of the factory-built homesite or other areas  
87 specified in the rental agreement and the term includes a  
88 mortgagee in possession.

89 (l) "Rent" means payments made by the tenant to the  
90 landlord for use of a factory-built home site and as  
91 payment for other facilities or services provided by the  
92 landlord.

93 (m) "Section" means a unit of a factory-built home  
94 which is transported and delivered as a whole and which  
95 contains some or all of the indoor living area.

96 (n) "Tenant" means a person entitled pursuant to a  
97 rental agreement to occupy a factory-built home site to the  
98 exclusion of others.

**§37-15-3. Written agreement required.**

1 (a) The rental and occupancy of a factory-built home site  
2 shall be governed by a written agreement which shall be  
3 dated and signed by all parties thereto prior to commence-  
4 ment of tenancy. A copy of the signed and dated written  
5 agreement and a copy of this article shall be given by the  
6 landlord to the tenant within seven days after the tenant  
7 signs the written agreement.

8 (b) The written agreement, in addition to the provisions  
9 otherwise required by law to be included, shall contain:

10 (1) The terms of the tenancy and the rent therefor;

11 (2) The rules and regulations of the factory-built home  
12 rental community. A copy of the text of the rules and  
13 regulations attached as an exhibit satisfies this require-  
14 ment;

15 (3) The language of the provisions of this article. A copy  
16 of the text of this article attached as an exhibit satisfies  
17 this requirement;

18 (4) A description of the physical improvements and  
19 maintenance to be provided by the tenant and the landlord  
20 during the tenancy; and

21 (5) A provision listing those services which will be  
22 provided at the time the rental agreement is executed and  
23 will continue to be offered for the term of tenancy and the  
24 fees, if any, to be charged for those services.

25 (c) The written agreement for a factory-built home site  
26 on which is placed a factory-built home that is comprised  
27 of one section, other than a camping or travel trailer, may  
28 not allow for the termination of the tenancy by the land-  
29 lord during the first twelve months that the factory-built

30 home is placed on the site except for good cause. The  
31 written agreement for a factory-built home site upon  
32 which is placed a factory-built home that is comprised of  
33 more than one section may not allow for the termination  
34 of the tenancy by the landlord during the first five years  
35 the factory-built home is placed on the site except for good  
36 cause.

37 (d) The written agreement may not contain:

38 (1) Any provisions contrary to the provisions of this  
39 article and shall not contain a provision prohibiting the  
40 tenant who owns his or her factory-built home from selling  
41 his or her factory-built home;

42 (2) Any provision that requires the tenant to pay any  
43 recurring charges except fixed rent, utility charges or  
44 reasonable incidental charges for services or facilities  
45 supplied by the landlord; or

46 (3) Any provision by which the tenant waives his or her  
47 rights under the provisions of this article.

48 (e) When any person possesses a security interest in the  
49 factory-built home, the written agreement or rental  
50 application shall contain the name and address of any  
51 secured parties. The written agreement shall require the  
52 tenant to notify the landlord within ten days of any new  
53 security interest, change of existing security interest or  
54 settlement or release of the security interest.

55 (f) When a factory-built home owner sells a factory-built  
56 home, the new owner shall enter into a written agreement  
57 if the factory-built home continues to occupy the site:  
58 *Provided*, That the new owner meets the standards and  
59 restrictions contained in the prior rental agreement.

**§37-15-3a. Rules and regulations.**

1 (a) An owner, from time to time, may adopt rules or  
2 regulations concerning the tenant's use and occupancy of

3 the premises. A rule or regulation is enforceable against  
4 the tenant if the rule or regulation:

5 (1) Is reasonably related to the purpose for which it is  
6 adopted;

7 (2) Applies to all tenants in the factory-built home rental  
8 community in a fair manner;

9 (3) Is sufficiently explicit in its prohibition, direction, or  
10 limitation of the tenant's conduct to fairly inform the  
11 tenant of what the tenant must or must not do to comply;

12 (4) Is not for the purpose of evading the obligations of  
13 the landlord; and

14 (5) The tenant has been given written notice of the rule  
15 at the time the tenant enters into the rental agreement, or  
16 when it is adopted by the owner.

17 (b) A rule or regulation adopted by the owner after the  
18 tenant has entered into a rental agreement that results in  
19 a substantial modification of the tenant's original rental  
20 agreement does not become effective until the current  
21 rental agreement expires and a new agreement is made in  
22 writing.

**§37-15-6. Termination of tenancy.**

1 (a) The tenancy for a factory-built home site upon which  
2 is placed a factory-built home that is comprised of one  
3 section, other than a camping or travel trailer, may not be  
4 terminated until twelve months after the home is placed on  
5 the site except for good cause. The tenancy for a factory-  
6 built home site on which is placed a factory-built home  
7 that is comprised of two or more sections may not be  
8 terminated until five years after the home has been placed  
9 on the site except for good cause.

10 (b) The tenancy for a factory-built home, other than a  
11 camping or travel trailer, may be terminated at the time  
12 set forth in this subsection.



13 (1) Either party may terminate a rental agreement at the  
14 end of its stated term or at the end of the time period set  
15 out in subsection (a) of this section, whichever is later, for  
16 any reason, unless the rental agreement states that reasons  
17 for termination must exist.

18 (2) Either party may terminate a tenancy which has  
19 continued after its stated term and longer than the period  
20 set out in subsection(a) of this section for no reason, unless  
21 the rental agreement states that reasons must exist.

22 (3) A tenancy that has not reached the end of its stated  
23 term or has not existed for the time periods stated in  
24 subsection (a) may be terminated only for good cause.

25 (c) A tenancy governed by subdivision (1) or (2), subsec-  
26 tion (b) of this section may be terminated only by written  
27 notice at least three months before the termination date of  
28 the tenancy. A tenancy governed by subdivision (3),  
29 subsection (a) of this section may be terminated only by a  
30 written notice at least three months before the termination  
31 date of the tenancy. The rental agreement may specify a  
32 period of notice in excess of the periods of time set out in  
33 this subsection.

34 (d) A landlord may not cause the eviction of a tenant by  
35 willfully interrupting gas, electricity, water or any other  
36 essential service, or by removal of the factory-built home  
37 from the factory-built home site, or by any other willful  
38 self-help measure.

39 (e) The landlord shall set forth in a notice of termination  
40 the reason relied upon for the termination with specific  
41 facts to permit determination of the date, place, witnesses  
42 and circumstances concerning that reason.

43 (f) Unless the landlord is changing the use of the site, if  
44 a tenancy is ended by the landlord at the later of its stated  
45 term or at the end of the time period set out in subsection  
46 (a) of this article with no good cause, the owner may not  
47 prevent the sale of the factory-built home in place to

48 another tenant who meets the standards and restrictions  
49 in effect for other new tenants prior to the termination of  
50 the tenancy.

**CHAPTER 55. ACTIONS, SUITS AND ARBITRATION;  
JUDICIAL SALE.**

**ARTICLE 3B. REMEDIES FOR WRONGFUL OCCUPATION OF FACTORY-  
BUILT HOME SITE.**

**§55-3B-1. Definitions.**

1 For the purposes of this article, unless expressly stated  
2 otherwise:

3 (a) "Factory-built home" has the same meaning given to  
4 that term in West Virginia code section two, article fifteen,  
5 chapter thirty-seven of this code.

6 (b) "Factory-built home site" means a parcel of land  
7 provided for the placement of a factory-built home for  
8 occupancy as a residence whether or not in a factory-built  
9 home community. A factory-built home site is not residen-  
10 tial rental property for the purposes of article three-a of  
11 this chapter.

12 (c) "Good cause" means:

13 (1) The tenant is in arrears in the payment of periodic  
14 payments or other charges related to the tenancy;

15 (2) The tenant has breached a material term of a written  
16 rental agreement or repeatedly breached other terms of a  
17 written rental agreement including those agreements  
18 required in section three, article fifteen, chapter thirty-  
19 seven of this code;

20 (3) Where there is no written agreement, or where the  
21 written agreement does not cover the subject matter of a  
22 warranty or leasehold covenant, the tenant breached a  
23 material term of a warranty or leasehold covenant or  
24 repeatedly breached other terms of a warranty of leasehold  
25 covenant;

26 (4) The tenant has deliberately or negligently damaged  
27 the property or knowingly permitted another person to do  
28 so.

29 (d) "Section" means a unit of a factory-built home which  
30 is transported and delivered as a whole and which con-  
31 tains some or all of the indoor living area.

**§55-3B-2. Tenancy of factory-built home site.**

1 (a) The tenancy of the site of a factory-built home that  
2 is comprised of one section and that is not subject to a  
3 written agreement is from month to month. The tenancy  
4 of the site of a factory-built home that is comprised of two  
5 or more sections that is not subject to a written agreement  
6 is from year to year.

7 (b) The tenancy of a factory-built home site that has  
8 placed on it a factory-built home that is comprised of one  
9 section, other than a camping or travel trailer, may not be  
10 terminated by the landlord until twelve months after the  
11 tenancy began except for good cause. The tenancy of a  
12 factory-built home site that has placed on it a factory-  
13 built home that is comprised of two or more sections may  
14 not be terminated by the landlord until five years after the  
15 tenancy began except for good cause. A written agreement  
16 may provide that the tenant may not terminate the ten-  
17 ancy for the same or greater periods of time. A written  
18 agreement may provide that the landlord may not termi-  
19 nate the tenancy for greater periods of time.

20 (c) For a month-to-month or year-to-year tenancy or a  
21 tenancy that is created by a written agreement for a  
22 definite period of time, the tenancy does not terminate at  
23 the end of the month, year or stated period of time unless  
24 either party gives timely notice as required in section three  
25 of this article. If no notice is given and if no new agree-  
26 ment is made, the tenancy of a factory-built home site that  
27 is comprised of one section becomes a month-to-month  
28 tenancy and the tenancy of a factory-built home that is

29 comprised of two or more sections becomes a year-to-year  
30 tenancy.

**§55-3B-3. Termination of tenancy.**

1 (a) The tenancy of a factory-built home site may be  
2 terminated by either party only by giving at least three  
3 months' notice in writing to the other of his or her inten-  
4 tion to terminate the tenancy. When such notice is to the  
5 tenant, it may be served upon him, or upon anyone holding  
6 under him the leased premises or any part thereof. When  
7 it is by the tenant, it may be served upon anyone who at  
8 the time owns the premises, in whole or in part, or the  
9 agent of such owner or according to the common law.

10 (b) Unless the landlord is changing the use of the site, if  
11 a tenancy is ended by the landlord at the later of its stated  
12 term or at the end of the time period set out in subsection  
13 (b), section two of this article, with no good cause, the  
14 owner may not prevent the sale of the factory-built home  
15 in place to another tenant who meets the standards and  
16 criteria in effect for new tenants prior to the termination  
17 of the tenancy.

**§55-3B-4. Petition for summary relief for wrongful occupation  
of residential rental property.**

1 (a) A person desiring to remove a tenant and factory-  
2 built home from a factory-built home site may apply for  
3 such relief to the magistrate court or the circuit court of  
4 the county in which such property is located, by verified  
5 petition, setting forth the following:

6 (1) That he is the owner or agent of the owner and as  
7 such has a right to evict the tenant and have the factory-  
8 built home of the tenant removed;

9 (2) A brief description of the factory-built home site  
10 sufficient to identify it;

11 (3) That the tenant is wrongfully occupying such prop-  
12 erty in that the tenant is:

13 (A) Holding over after having been given proper notice  
14 of termination of tenancy, whether or not the tenant has  
15 continued to pay and the landlord has accepted rent; or

16 (B) The landlord has good cause; and

17 (4) A prayer for eviction of the tenant and removal of the  
18 tenant's factory-built home.

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

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

**§55-3B-5. Defenses available.**

1 In a proceeding under the provisions of this article, a  
2 tenant against whom a petition has been brought may  
3 assert any and all defenses which might be raised in an  
4 action for ejectment or an action for unlawful detainer or  
5 provided by this article or article fifteen, chapter thirty-  
6 seven of this code.

**§55-3B-6. Proceedings in court; final order; disposition of  
abandoned personal property.**

1 (a) If at the time of the hearing there has been no appear-  
2 ance, answer or other responsive pleading filed by the

3 tenant, the court shall make and enter an order evicting  
4 the tenant and ordering the tenant to have the factory-  
5 built home removed.

6 (b) In the case of a petition alleging good cause or  
7 holding over after proper termination of a tenancy, if the  
8 tenant files an answer raising the defense of breach by the  
9 landlord of a material covenant upon which the tenant's  
10 duties depend or other defenses to the claim or claims set  
11 forth in the petition, the court shall proceed to a hearing  
12 on such issues.

13 (c) Continuances of the hearing provided for in this  
14 section shall be for good cause only and the judge or  
15 magistrate shall not grant a continuance to either party as  
16 a matter of right. If a continuance is granted upon request  
17 by a tenant, the tenant shall be required to pay into court  
18 any periodic rent becoming due during the period of such  
19 continuance.

20 (d) At the conclusion of the hearing, if the court finds  
21 that the landlord is entitled to evict the tenants and have  
22 the factory-built home of the tenants removed, the court  
23 shall make and enter an order evicting the tenants and  
24 ordering the tenants to have the factory-built home  
25 removed. In the case of a proceeding pursuant to subsec-  
26 tion (a) of this section, the court may also make a written  
27 finding and include in its order such relief on the issue of  
28 arrearage in the payment of periodic payments or other  
29 agreed charges related to the tenancy as the evidence may  
30 require. The court may disburse any moneys paid into  
31 court by the tenant in accordance with the provisions of  
32 this section.

33 (e) The court order shall specify the time when the tenant  
34 shall vacate the property, taking into consideration such  
35 factors as the nature of the factory-built home, the possi-  
36 bility of relative harm to the parties and other material  
37 facts deemed relevant by the court in considering when the  
38 tenant might reasonably be expected to vacate the prop-

39 erty. The court shall not order the tenant to vacate the  
40 premises in less than one month unless the tenant refuses  
41 or fails to pay rent for that period in advance as it becomes  
42 due or unless the court finds that the tenant has deliber-  
43 ately or negligently damaged the property or the property  
44 of other tenants or materially threatened or harmed the  
45 quiet enjoyment of the property of other tenants or  
46 neighbors or knowingly permitted another person to do so.  
47 The court shall not order the tenant to remove the factory-  
48 built home in less than three months unless the tenant  
49 refuses or fails to pay rent in advance as it becomes due for  
50 that period or unless the court finds that the presence of  
51 the factory-built home poses an imminent threat to the  
52 health or safety of other tenants or neighbors: *Provided,*  
53 That the court may order the home to be removed in not  
54 less than thirty days if the factory-built home is a single  
55 section and the tenant had held over after having been  
56 given notice pursuant to section three of this article. The  
57 order shall further provide that if the tenant continues to  
58 wrongfully occupy the property beyond such time or if the  
59 tenant refuses or fails to remove the factory-built home in  
60 the time required, the landlord may apply for a writ of  
61 possession and the sheriff shall forthwith remove the  
62 tenant, taking precautions to guard against damage to the  
63 property of the landlord and the tenant.

64 (f) In the event an appeal is taken and the tenant prevails  
65 upon appeal, and if the term of the lease has expired and  
66 proper termination notice was given pursuant to section  
67 three of this article, absent an issue of title, retaliatory  
68 eviction or breach of warranty, the relief ordered by the  
69 appellate court shall be for monetary damages only and  
70 shall not restore the tenant to possession. During the  
71 pendency of any such appeal, if the period of the tenancy  
72 has otherwise expired and proper termination notice was  
73 given pursuant to section three of this article, the tenant is  
74 not entitled to remain in possession of the property.

75 (g) When an order is issued pursuant to this section  
76 evicting the tenant and ordering the tenant to remove the

77 factory-built home and the tenant fails to remove the  
78 factory-built home by the date specified by the order  
79 issued pursuant to subsection (e) of this section, the  
80 landlord may:

81 (1) Dispose of the tenant's factory-built home without  
82 incurring any liability or responsibility to the tenant or  
83 any other person if the tenant informs the landlord in  
84 writing that the tenant is abandoning the factory-built  
85 home;

86 (2) Remove and store the factory-built home after the  
87 date and time by which the court ordered the tenant to  
88 remove the factory-built home. The landlord may sell the  
89 stored factory-built home after thirty days without  
90 incurring any liability or responsibility to the tenant or  
91 any other person if: (i) The tenant has not paid the reason-  
92 able costs of storage and removal to the landlord and has  
93 not taken possession of the stored factory-built home; or  
94 (ii) the costs of storage equal the value of the factory-built  
95 home being stored; or

96 (3) Leave the factory-built home on the property. The  
97 landlord may sell the factory-built home left on the  
98 property after thirty days without incurring any liability  
99 or responsibility to the tenant or any other person if the  
100 tenant has not paid the landlord the reasonable costs of  
101 leaving the factory-built home on the landlord's property  
102 and has not taken possession of the factory-built home.

103 (h) The sale shall be conducted and the proceeds distrib-  
104 uted pursuant to article nine, chapter forty-six of this code  
105 as if the landlord became the holder of a security interest  
106 on the day the tenant was to have the factory-built home  
107 removed from the site except that the landlord shall have  
108 first priority to recover unpaid rent and may require as a  
109 condition of the sale that the buyer post security or place  
110 in escrow the cost of moving the factory-built home from  
111 the site.



112 (i) When an order is issued pursuant to this section  
113 granting possession of the property to the landlord and the  
114 tenant removes the factory-built home, but fails to remove  
115 all other personal property by the date and time specified  
116 by the order issued pursuant to subsection (e) of this  
117 section, the landlord may:

118 (1) Dispose of the tenant's personal property without  
119 incurring any liability or responsibility to the tenant or  
120 any other person if the tenant informs the landlord in  
121 writing that the other personal property is abandoned or  
122 if the property is garbage;

123 (2) Remove and store the other personal property after  
124 the date and time by which the court ordered the tenant to  
125 vacate the property. The landlord may dispose of the  
126 stored personal property after thirty days without incur-  
127 ring any liability or responsibility to the tenant or any  
128 other person if: (i) The tenant has not paid the reasonable  
129 costs of storage and removal to the landlord and has not  
130 taken possession of the stored personal property; or (ii) the  
131 costs of storage equal the value of the personal property  
132 being stored; or

133 (3) Leave the personal property on the property. The  
134 landlord may dispose of personal property left on the  
135 property after thirty days without incurring any liability  
136 or responsibility to the tenant or any other person if the  
137 tenant has not paid the landlord the reasonable costs of  
138 leaving the personal property on the landlord's property  
139 and has not taken possession of the personal property.

140 (j) Notwithstanding the provisions of subsections (g) and  
141 (i) of this section, if the personal property is worth more  
142 than three hundred dollars and was not removed from the  
143 property or place of storage within thirty days with the  
144 required fees paid as provided in subsection (i) of this  
145 section, or if the factory-built home was not removed  
146 within thirty days with the required fees paid as provided  
147 in subsection (g) of this section, the landlord shall store the

148 personal property or factory-built home for up to thirty  
149 additional days if the tenant or any person holding a  
150 security interest in the abandoned personal property or  
151 factory-built home informs the landlord of their intent to  
152 remove the property: *Provided*, That the tenant or person  
153 holding a security interest in the personal property pays  
154 the landlord the reasonable costs of storage and removal.

**§55-3B-7. Waiver.**

1 A tenant's rights under this article may not be waived by  
2 agreement.

The Joint Committee on Enrolled Bills hereby certifies that the foregoing bill is correctly enrolled.

.....  
Chairman Senate Committee

.....  
Chairman House Committee

Originated in the Senate.

In effect ninety days from passage.

.....  
Clerk of the Senate

.....  
Clerk of the House of Delegates

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President of the Senate

.....  
Speaker House of Delegates

The within is approved this the 5<sup>th</sup>  
Day of April, 2004.  
  
.....  
Governor

PRESENTED TO THE  
GOVERNOR

DATE 3.31.04  
TIME 10:45 AM