

# **WEST VIRGINIA LEGISLATURE**

## **2026 REGULAR SESSION**

**Introduced**

### **House Bill 5342**

By Delegates Lucas, Clark, Dean, Crouse, and

Worrell

[Introduced February 09, 2026; referred to the

Committee on Government Organization]

1 A BILL to amend and reenact §36B-4-109 of the Code of West Virginia, 1931, as amended,  
 2 relating to clarifying how resales of real property units can be cancelled by purchasers  
 3 when resale certificates are not provided, providing steps to be taken by a seller in the  
 4 event that a resale certificate is unavailable, and providing a time period for cancellation  
 5 when none is specified in the sales contract.

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

**ARTICLE            4.            PROTECTION            OF            PURCHASERS.**  
**§36B-4-109.                            Resales                            of                            units.**

1            (a) Except in the case of a sale in which delivery of a public offering statement is required,  
 2 or unless exempt under section 4-101(b), a unit owner shall furnish to a purchaser before  
 3 execution of any contract for sale of a unit, or otherwise before conveyance, a copy of the  
 4 declaration (other than any plats and plans), the bylaws, the rules or regulations of the association,  
 5 and a certificate containing:

6            (1) A statement disclosing the effect on the proposed disposition of any right of first refusal  
 7 or other restraint on the free alienability of the unit;

8            (2) A statement setting forth the amount of the monthly common expense assessment and  
 9 any unpaid common expense or special assessment currently due and payable from the selling  
 10 unit owner;

11            (3) A statement of any other fees payable by unit owners;

12            (4) A statement of any capital expenditures anticipated by the association for the current  
 13 and two next succeeding fiscal years;

14            (5) A statement of the amount of any reserves for capital expenditures and of any portions  
 15 of those reserves designated by the association for any specified projects;

16            (6) The most recent regularly prepared balance sheet and income and expense statement,  
 17 if any, of the association;

18            (7) The current operating budget of the association;

19 (8) A statement of any unsatisfied judgments against the association and the status of any  
20 pending suits in which the association is a defendant;

21 (9) A statement describing any insurance coverage provided for the benefit of unit owners;

22 (10) A statement as to whether the executive board has knowledge that any alterations or  
23 improvements to the unit or to the limited common elements assigned thereto violate any provision  
24 of the declaration;

25 (11) A statement as to whether the executive board has knowledge of any violations of the  
26 health or building codes with respect to the unit, the limited common elements assigned thereto, or  
27 any other portion of the common interest community;

28 (12) A statement of the remaining term of any leasehold estate affecting the common  
29 interest community and the provisions governing any extension or renewal thereof;

30 (13) A statement of any restrictions in the declaration affecting the amount that may be  
31 received by a unit owner upon sale, condemnation, casualty loss to the unit or the common  
32 interest community, or termination of the common interest community; and

33 (14) In a cooperative, an accountant's statement, if any was prepared, as to the  
34 deductibility for federal income tax purposes by the unit owner of real estate taxes and interest  
35 paid by the association.

36 (b) The association, within ten days after a request by a unit owner, shall furnish a  
37 certificate containing the information necessary to enable the unit owner to comply with this  
38 section. A unit owner providing a certificate pursuant to subsection (a) is not liable to the purchaser  
39 for any erroneous information provided by the association and included in the certificate.

40 (c) A purchaser is not liable for any unpaid assessment or fee greater than the amount set  
41 forth in the certificate prepared by the association. A unit owner is not liable to a purchaser for the  
42 failure or delay of the association to provide the certificate in a timely manner, but the purchase  
43 contract is voidable by the purchaser until the certificate has been provided and for five days  
44 thereafter or until conveyance, whichever first occurs.

45 (d) If delivery of the resale certificate to the purchaser or purchaser's agent, whether or not  
46 complete pursuant to this section, or a notice that the resale certificate is unavailable, occurs  
47 before the contract is ratified, the purchaser may cancel the contract within a time period agreed  
48 upon by all parties in the ratified real estate contract. If no time period is specified in the ratified real  
49 estate contract, the purchaser shall have three days from the date of ratification to cancel the  
50 contract.

51 (e) If delivery of the resale certificate to the purchaser or purchaser's agent, whether or not  
52 complete pursuant to this section, or a notice that such resale certificate is unavailable, occurs  
53 after the contract is ratified, the purchaser may cancel the contract within a time period agreed  
54 upon by all parties to the real estate contract. If no time period is specified in the ratified real estate  
55 contract, the purchaser shall have three days from receipt of the resale certificate or notice that the  
56 resale certificate is unavailable to cancel the contract.

57 (f) If the resale certificate or notice that the resale certificate is unavailable has not been  
58 delivered to the purchaser, the purchaser or purchaser's agent may cancel the contract at any time  
59 prior to settlement.

60 (g) Written notice of cancellation shall be provided to the seller in accordance with the  
61 terms of the contract. The purchaser shall have the burden to demonstrate delivery of the notice of  
62 cancellation.

63 (h) If the unit is governed by more than one association, the timeframe for the purchaser's  
64 right of cancellation shall run from the date of delivery of the last resale certificate.

65 (i) Cancellation shall be without penalty, and the seller shall cause any deposit or escrowed  
66 funds to be returned promptly to the purchaser.

NOTE: The purpose of this bill is to clarify how resales of real property units can be cancelled by purchasers in the event that a resale certificate is not provided, providing steps to be taken by a seller in the event that a resale certificate is unavailable, and providing a time period for cancellation when none is specified in the sales contract.

Strike-throughs indicate language that would be stricken from a heading or the present law

and underscoring indicates new language that would be added.