The laws regarding rental security deposits have changed. The provisions of this article do not apply to agreements for the payment of security deposits entered into prior to the effective date of this article.

(A) Upon termination of a tenancy, any security deposit held by the landlord shall be delivered to the tenant within:

1.) 60 days of the termination of the tenancy, OR
2.) 45 days of the occupation of the premise by a subsequent tenant, "Whichever time period is shorter."

(B) The security deposit shall be delivered with a written itemization of any such damages or other charges deducted from the security deposit for:

1). The payment of rent,
2) The payment of the amount of damages which the landlord has suffered by reason of the tenant’s noncompliance with the rental agreement,
3.) The payment of reasonable costs for the removal and storage of the tenant’s personal property, AND
4.) Other damages or charges as provided in the rental agreement.

IF the damages on the premises exceed the amount of the security deposit AND require the services of a third party contractor, the landlord shall give written notice to the tenant, advising him or her of that fact, within the applicable notice period described in above.

IF the landlord gives timely notice as described above, THEN the landlord shall have an additional fifteen day period to provide an itemization of the damages and cost of repair.

(C) The landlord shall:

1.) Maintain and itemize records for each tenant for one year after the termination of the tenancy, AND
2.) Permit a tenant or his or her authorized agent to inspect the tenant’s records of deductions at any time during normal business within seventy-two hours of a written request OR
3.) At the landlord’s option, provide a tenant or his or her agent with a copy of the tenant’s record of deductions during normal business hours within seventy-two hours of a written request.

(D). A rental agreement may not contain a provision that the tenant agrees to waive or forego rights or remedies under this article.

(E). If a landlord fails to comply with any of the provisions of this article the tenant is entitled to a judgment for:

1). The amount of any unreturned security deposit, AND
2.) Damages for annoyance or inconvenience resulting from the landlord’s nonconformance equal to one and half times the amount wrongfully withheld.

West Virginia Student Legal Services does not warrant or guarantee that the information provided here is accurate. From time to time, laws are changed; therefore, prior to taking any action based on this information, you must first consult an attorney.

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