WEST VIRGINIA CODE: §37-15-4

§37-15-4. Liability of secured party taking possession of an abandoned factory-built home.

(a) A secured party is not liable for rent to a landlord except as provided below:

(1) When a factory-built home subject to a security interest becomes an abandoned factory-built home, the landlord shall mail a notice of abandonment to the owner of the factory-built home and the secured party by certified mail, at the addresses shown in the rental agreement or rental application. The notice shall include any rental agreement previously signed by the tenant and the landlord, and shall also provide the landlord's current mailing address;

(2) A secured party who has a security interest in an abandoned factory-built home, and who has taken title to the factory-built home under court order or under the applicable security agreement, is liable to the landlord under the same rental agreement terms as agreed on by the tenant and the landlord prior to the accrual of a right of possession by the secured party;

(3) Subject to any defenses the tenant may have, when the tenant has failed to comply with the terms of the written rental agreement regarding rent and payment of fees, the tenant remains liable to the landlord for all rent and services provided during the period while the secured party is attempting to gain title or exercise a right of possession to the factory-built home: Provided, That when the landlord has terminated the rental agreement, the tenant shall not be liable for further rent or payment of fees to the landlord. The secured party is not liable to the landlord or tenant for rent or services until the secured party completes foreclosure proceedings under the terms of the security agreement or otherwise takes title or exercises a right of possession to the factory-built home; or

(4) Upon completion of foreclosure proceedings, acquiring title to or the exercise of a right of possession to the secured party, the secured party shall immediately notify the landlord of the completion of such proceedings by certified mail at the address provided in the landlord's notice of default. After the conveyance of title to or the exercise of a right of possession to the secured party, the secured party shall have ten business days to remove the factory-built home. If a secured party who has a security interest in an abandoned factory-built home takes title to or possession of the factory-built home and the factory-built home remains in the factory-built home rental community for a period longer than ten business days, the relationship between the secured party and the landlord shall be governed by the rental agreement previously signed by the tenant and the landlord, except that the term of the rental agreement shall convert to a month-to-month tenancy. No waiver is required to convert the rental agreement to a month-to-month tenancy. Either the landlord or the secured party may terminate the month-to-month tenancy upon giving written notice of a desire to terminate to the other party thirty days or more in advance of the proposed date of termination. The secured party and the landlord may enter into a subsequent

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agreement but are not required to execute a new rental agreement.

(b) Nothing in this section may be construed to be a waiver of any rights by the tenant.

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