

## **ABOUT THIS BOOKLET**

As a tenant in the state of West Virginia, you are a consumer. In return for your promise to pay rent to your landlord, you are promised your most important consumer product-your home.

Like any consumer product you buy, you expect your home or apartment to be fit and free from defects. Additionally, you expect the law to protect your property interest in the home or apartment you are renting. You are not your landlord's guest-you are the owner of the right to fully use, occupy, and enjoy the rented property as your home for as long as you and your landlord have a rental agreement.

When your landlord takes action to remove or evict you, the landlord is challenging your property interest in the home or apartment you are occupying. Your landlord might NOT have legal grounds to do this, so it is important to know what your rights are.

This booklet was written to help you in the event that you are threatened with eviction by your landlord. The booklet will help explain the law governing eviction procedure in West Virginia and your rights as a tenant.

Do not expect this booklet to inform you of everything you need to know regarding evictions and landlord/tenant law, or to address all the problems in your particular situation. This booklet is not offered as a substitute for professional legal advice and, in all instances, advice from a qualified attorney should be sought before proceeding with any action. Nonetheless, this booklet should help in your understanding, as a tenant, the law regarding evictions in West Virginia.

If you cannot afford to hire an attorney, find out if you qualify for free legal assistance from your local legal services office. A list of offices in West Virginia can be found at the end of this booklet.

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## **LEGAL WORDS USED IN THIS BOOKLET**

**ANSWER:** The response which the defendant (the person who is being sued) files with the court once that person gets the complaint and summons from the person suing them. A tenant files this in an eviction case.

**COMPLAINT:** The first document filed in a lawsuit. This document is filed with the court by the person who is claiming that someone has done something wrong to them, describes what was done (the claim), and asks for some type of relief. A landlord in an eviction proceeding files a complaint asking that the tenant be ordered to vacate the property the tenant is currently occupying.

**CONTINUANCE:** The rescheduling of the trial to a later date by the judge or magistrate when the defendant or plaintiff needs and requests more time.

**DAMAGES:** In court, the amount of money which the plaintiff claims he or she is owed by the defendant.

**DEFENDANT:** The person who must file an answer with the court after the complaint has been filed against him or her. In an eviction case, the defendant is the tenant.

**JUDGEMENT:** The final order in a lawsuit which is made by the judge or the Magistrate. In an eviction case, a judgement for the landlord allows him/her to legally order the tenant from the rental property. A judgement for the tenant denies the landlord this relief.

**LANDLORD & TENANT:** The landlord is the person who owns the apartment or house. If you do not know who owns the residence you are occupying, you may treat the manager as the landlord when addressing notices or other complaints. The tenant is the person who occupies and pays the rent for the particular residence. If you signed the lease, you are the tenant.

**LEASE:** The agreement between the tenant and the landlord which, at a minimum, states the location of the property being rented, the amount of rent to be paid, and the amount of time the lease is to run for.

**PLAINTIFF:** The person who filed the complaint. In an eviction case, the plaintiff is the landlord.

**SUMMARY EVICTION:** The name of the procedure that is used by the landlord to get a quick eviction. Under this type of eviction, the landlord generally cannot ask for monetary damages or rent unless the tenant fails to answer the complaint or show up at court on the day of the trial.

**UNLAWFUL DETAINER:** The name of an eviction case in court. Under this type of proceeding the landlord can ask for damages.

**SECURITY DEPOSIT:** The amount of money given to the landlord by the tenant at the beginning of the tenancy as collateral against any damage which may occur to the rental property as a result of the tenant's use. This payment is usually equal to the amount of one

months rent and should be returned in full at the end of the tenancy if the tenant has not damaged the premises.

**SUMMONS:** The paper sent to the defendant by the court which requires the defendant to appear in court on a particular day or file with the court an answer to a complaint. The summons will usually be attached to the complaint.

**TENANCY:** The legal name for the tenant's right to occupy the rental property for the duration of the lease.

**DISTRAINT:** The old right of the landlord to seize the tenant's property until some debt, such as rental payments, was satisfied by the tenant. Today, Dstraint is considered illegal.

**SELF HELP:** The common law right of the landlord to lock the tenant out of their residence or forcefully evict the tenant. Today, self help evictions are considered illegal.

**RETALIATORY EVICTION:** Your landlord is seeking to evict you because you have complained to the health department, building inspector, or to the landlord about the conditions of your residence. The landlord cannot evict you in retaliation for you making complaints in good faith.

### **HOW CAN A LANDLORD EVICT YOU?**

Before you can be evicted from the residence you are renting, there must be a legal reason. The landlord must state this reason in the complaint filed with the court. Along with the reason for your eviction, the complaint will indicate which type of eviction the landlord is seeking against you. Is it a summary eviction or unlawful detainer? Regardless of the method for eviction used, the landlord must have some legal reason to evict you. The landlord CANNOT simply tell you to leave if your lease has not expired. Additionally, when the landlord has stated a reason for eviction, the tenant must be given the opportunity to tell the court their side of the story before they are forced to leave their residence. Once the tenant has had the chance to tell their side of the story, the court may decide that the landlord has the authority to evict the tenant. If this is the case, the court will state when the tenant is to be evicted and will place the actual duty of evicting the tenant in the power of the county sheriff.

### **WHAT A LANDLORD CANNOT DO**

In West Virginia, a landlord CANNOT use distraint or self help against a tenant. This means that the landlord cannot lock you out of your residence, turn off your utilities, seize your personal property, or forcefully evict you. A landlord is also prohibited from threatening you with jail. It is not a crime to be late with your rent payment or be unable to move out when your landlord wants you to. Even if a judge or jury finds that the landlord can evict you, you will NOT go to jail. Also, a landlord cannot evict you or threaten to evict you because you have complained to the health department, building inspector, or to the landlord about the conditions in your residence. There is only one

thing a landlord can legally threaten you with...taking you to court to see if the judge or magistrate will order you to leave.

### **WHAT IF A LANDLORD DOES THESE THINGS?**

If a landlord locks you out of your residence, seizes your personal property, turns off your utilities, or forcefully evicts you, the landlord can be sued by you to stop this action or to compensate you for the damages you have sustained. Also, a landlord cannot put any condition in the lease which states that the tenant waives the right to a jury trial. This type of provision is viewed as depriving the tenant of their constitutionally protected right to due process of law. If you think your landlord is violating the law, contact an attorney. Or you can call the *State Attorney General's Consumer Protection Division at 1-800-368-8808*, where you can register a complaint, get more information about your rights, or get a referral to an attorney.

### **WHAT GIVES THE LANDLORD THE LEGAL RIGHT TO EVICT YOU?**

1. **YOU ARE BEHIND IN RENT:** If you are behind in rent, your landlord can sue to evict you. If this is the case, you may have a defense if the residence you were occupying was not habitable due to sub-standard conditions arising from the fault of the landlord.

2. **YOU BROKE CONDITIONS CONTAINED IN THE LEASE:** Your lease will list things which you may not do or which you are required to do. Sometimes a lease will state that you are not to have



pets in the residence or that you are to use your residence in a particular manner (such as requiring you to use your dwelling for residential purposes only). If you do things which your lease says you may not do or don't do things that the lease requires, your landlord may sue to evict you.

3. **YOU HAVE DAMAGED THE RENTAL PROPERTY:** If you, a member of your household, or a guest substantially damage your residence, your landlord may sue to evict you. Normal wear and tear associated with occupying a residence should not be considered substantial damage. You may want to make sure that at the beginning of the lease, you and your landlord agree to what constitutes normal wear and tear.

4. **YOUR LEASE IS OVER AND YOU DON'T MOVE OUT:** If your lease is over and you have not made an agreement with the landlord which states that you can remain on the premises after the expiration of the initial lease period, the landlord may sue to evict you. If you are suffering from some hardship, such as an illness or inability to move in to your next residence, you should inform your landlord of this as soon as possible and attempt to reach some type of agreement allowing you to remain in your rental unit until the hardship has been resolved.

If you believe your landlord is refusing to renew your lease because of your race, religion, ethnicity, sex, or disability, you should immediately contact an attorney or call the ***West Virginia Human Rights Commission at 1-348-2616.***

5. YOU DON'T HAVE A WRITTEN LEASE AND YOU ARE GIVEN AN EVICTION NOTICE: If you don't have a written lease that specifies the time period during which you will be renting the property, you will usually have an oral month to month lease with your landlord. If your landlord wishes to evict you, the landlord must give you a WRITTEN notice of eviction. Included in this written notice must be the date on which you are to vacate the premises. Your landlord must give you this notice one full rental period before you are to be evicted (a full rental period is the time in between your rent payments).

For example, if you pay your rent on the first of every month, then a full rental period would be from the first of the month to the last day of that month. So, if your landlord were to give you an eviction notice on the tenth of the month, you would have until the last day of the FOLLOWING month to vacate your residence.

IF POSSIBLE, YOU SHOULD ALWAYS GET YOUR LEASE IN WRITING AND YOU SHOULD ALWAYS TRY TO READ AND UNDERSTAND YOUR LEASE BEFORE SIGNING IT!

### **WHAT TO DO IF YOUR LANDLORD TRIES TO EVICT YOU**

#### **STEP #1: HAVE YOU BEEN SUED?**



- You are not ACTUALLY evicted unless your landlord has gone to court and succeeded in obtaining a judgement against you, or if you agree to leave after the landlord has given you

notice of eviction. Threats, nasty letters, or being locked out of your residence are not legal evictions.

- To be sued for an eviction, you must be given court papers known as a complaint and summons. The sheriff's deputy will bring these to your residence and either give them to you in person or leave them with a resident of your household who is at least 16 years old. The landlord cannot serve you the papers himself or herself.
- The complaint is the paper that states who the plaintiff (landlord) and defendant (tenant) are in the action. The complaint will have a case number which is a number given to the eviction suit by the court. The complaint will also have a statement by the landlord describing the reason(s) why the landlord is suing and what the landlord is suing for.
- The summons is the paper that tells you when to appear in court and/or when to file an answer. The answer is a written statement by you (the tenant) which addresses the allegations contained in the complaint and which allows you to tell your side of the matter.

**STEP #2: IF AT ALL POSSIBLE, CALL A LAWYER.**

- If you can, call an attorney immediately. The trial for your eviction may be complicated and you should try to get competent legal advice on your eviction suit. You should try

to contact an attorney on the day you receive the complaint and summons.

- If you can't afford an attorney, you may call the legal services office closest to you. There is a list of legal services offices at the end of this booklet that may be able to advise you or represent you in your case.
- If you can't get help from a private attorney or from a legal services office, read the rest of this booklet so that you may be better prepared to handle your own case if necessary.

### STEP #3: WHAT ARE YOU BEING SUED FOR?



- Look at the complaint to see what type of eviction your landlord has filed. Is it a summary eviction or an unlawful detainer?
- If the suit is a summary eviction the complaint will be titled PETITION FOR SUMMARY RELIEF FOR WRONGFUL OCCUPATION OF RESIDENTIAL PROPERTY. A date for trial will be scheduled on the summons. Along with the summons and complaint, you will receive a form for your answer to the complaint. Instructions for filling out the answer are included later in this booklet.
- Landlords most often file summary eviction suits because they quickly get you into court, usually in 5 to 10 days. Unlike unlawful detainer suits, the landlord in a summary

eviction suit cannot get a judgement for money, such as unpaid rent, unless you fail to answer the complaint or do not show up for trial. The summary eviction is filed only to get you to leave your residence as quickly as possible, not pay money.

- In an unlawful detainer suit, the landlord can sue for damages or rent in addition to eviction. In an unlawful detainer suit, you will have more time to decide what you want to do before trial. For this type of suit, you must file an answer in 5 days, but the trial will not be scheduled in 5 to 10 days like the summary eviction. For unlawful detainer suits, the regular rules of court will apply and you will receive a notice in the mail of the date of the trial.

The rest of this booklet will focus on SUMMARY EVICTION suits. These are the most common type of eviction suits.

#### **STEP #4: HOW MUCH TIME DO YOU HAVE BEFORE TRIAL?**

- In summary eviction cases, a trial is scheduled by the court as soon as the landlord files their complaint with the court. The trial can be no sooner than 5 WEEKDAYS after the day the landlord files the complaint . You should check to see if the Magistrate court has given you at least 5 weekdays before your trial. To check on this you:
  1. FIND THE DATE on which the landlord filed the complaint.

This date appears on the blanks next to the landlords signature on the complaint.

2. COUNT FIVE WEEKDAYS (don't count Sundays or legal holidays). Start counting on the first weekday **after** the day that the landlord filed the complaint. The 5<sup>th</sup> day or any later day should be the day you will have to be in court.

- If the trial date on the summons is scheduled before the 5<sup>th</sup> weekday you counted, you may call the Magistrate court immediately to ask that the date of the trial be rescheduled because it is too soon. If the date of the trial is rescheduled, you will receive the new date in the mail.
- IF THE TRIAL DATE IS RIGHT, BUT YOU CAN'T COME TO COURT on that day, you may ask the Magistrate for a new trial date. The name of this procedure is called a motion for continuance. The Magistrate may say "no" to your request. However, if you have a good reason for requesting a later trial date (you are very ill or you have a very important appointment to keep on that day), the Magistrate should say "yes."
- To request a continuance, there is a form at the Magistrate Court you can use. On the form, state exactly why you need the continuance. After you have filled out the form and submitted it to the court, call the court to see if you received

the new date that you requested. If the Magistrate has rejected your request, you must try to get to the court on the original date of the trial.

## STEP #5: WHAT IS THE LANDLORD'S CASE AGAINST YOU?

- In a summary eviction case, there are three possible reasons your landlord is suing you:
  1. You are behind in rent (called being in *arrears*).
  2. You have broken a promise in the lease (called *breach of leasehold covenant*).
  3. You, a member of your household, or a guest of yours has damaged the residence (called *deliberately or negligently damaging the property*).
  
- In the complaint, your landlord will have one or more of the following reasons for suing you:
  1. You are behind in rent. If the landlord is claiming this, then he or she must state the amount of rent you have not paid.
  2. You have broken a promise contained in the lease. If this is the case, the landlord must state what it is that you have done wrong.
  3. You, a guest of yours, or a member of your household has damaged the rental property. If the landlord says that you have damaged the property in some way, the landlord must explain what the damage is.

- If the landlord does not put down enough information saying what the case against you is about, and you have no idea what promise in the lease you broke or how much rent you owe, you may not know how to defend yourself when you go to trial. To get more information, you can request a more definite statement of the landlord’s case against you by filing a motion with the court before the deadline to answer. You can use a motion form available at Magistrate Court. To complete, check “other” and ask for a more definite statement.
- Asking for a more definite statement is your request to the court that it order the landlord to provide you with enough information about the landlord’s case against you so that you will be able to defend yourself when you go to trial. If your request for a more definite statement is granted, the Magistrate will order the landlord to provide you with a written statement of his or her case against you before the trial begins.

#### STEP #6: FILING AN ANSWER



- This is a very important step. You must decide if your landlord is wrong and why. If you believe that your landlord is wrong, you will need to explain why in the answer. Along with the complaint and summons that was served on you, a form is provided for you to complete as the answer.



- On the answer form, you (the tenant) are the **respondent** and the landlord is the **petitioner**.
- You must return the answer to the Magistrate Court within 5 days after receiving it (the date on which you received the complaint and the summons). If you don't have enough time to return the answer within 5 days, you can bring it with you to court on the day of the trial, and hand it to the Magistrate before the trial starts.
- When filling out your answer, you will see that there are several ways to provide a defense to the landlord's eviction suit:
  - **The premises** (your residence) **are defective and violate the warranty of habitability**. If you check this defense it means that your residence is unfit to live in for some reason and that you have contacted the landlord about the reason(s) the rental property is unfit and the landlord has failed to fix the problem. To learn more about the warranty of habitability that comes with your residence when you rent it, see the West Virginia Legal Services Plan's booklet that explains what a warranty of habitability is and what rights it gives to you as a renter.
  - **The action** (eviction suit) **was filed in retaliation for complaints I** (the renter) **made about the premises described below**. If you think that the landlord is trying to evict you because you have

complained to the health department, building inspector, or the landlord about the conditions in your residence, check this defense. The landlord cannot evict you for this reason, but you will need to prove that you made your complaints in good faith and that the landlord would probably not have evicted you otherwise.

- **The duty to pay rent depended on an express or implied covenant (promise in the lease) or warranty described below which the landlord breached.** If you are checking this box it means that there was a major promise in the lease, or duty under law, that the landlord hasn't done. This defense means that the LANDLORD is the one who has broken the lease. Generally, you may have the right to withhold rent if the landlord has broken one (or both) of two promises that every landlord by law gives when they rent to you:
  - **The covenant of quiet enjoyment.** If the landlord breaks this promise it means that he or she has done something that doesn't allow you to enjoy the privacy of your residence. For example, if the landlord rented the property next to yours for use as a bar and because of this you can't sleep at night due to the noise, the landlord has most likely broken the covenant of quiet enjoyment. Another example is, if the landlord unreasonably keeps

coming into your home for reasons not stated in the lease, the landlord has probably broken the covenant. Once the landlord breaks this covenant (promise), you may be excused from paying some or all of your rent, but you must be able to prove that you have lost the use of your residence as a result.

- **The warranty of habitability.** As mentioned above, the warranty of habitability is the landlord's promise to you that the residence you are occupying is fit to live in. If the place you are renting has unsafe electrical wiring, no heat or not enough heat in the winter, or your residence is infested with roaches or other bugs, the landlord has most likely broken the warranty of habitability if he or she is aware of these problems and has failed to fix them in a reasonable time. For you, as the renter, to use this defense as an excuse for nonpayment of rent, you must have tried to contact the landlord about the problem(s) and the landlord must have failed to fix the problem(s) after you contacted him or her. To learn more about the warranty of habitability and what rights it gives to you as a renter, see the West Virginia Legal Services Plan's booklet that explains what this warranty is.

- For other defenses, you should use the box that is marked **other as described below**. This means that you have reasons for not being evicted, but these reasons aren't included in any of the other defenses listed above. These reasons might include (but not limited to) that you have made all rent payments to the landlord, that the landlord has not given you proper written notice for you to leave your residence (see page 7), or you believe that the landlord is evicting you because of your race, sex, religion, or handicap.
  - **FOR ALL OF THESE DEFENSES** you should explain your side and what exactly the landlord has or has not done. The space below the listed defenses that begins with "*and further states*" is there for you to explain this.

#### ↓ **STEP #7: YOUR RIGHTS.**

- In a suit against you for summary eviction you have the right to a jury trial as in most other civil cases. A jury is a group of six people chosen randomly from the county who will decide the facts of your case. A jury may be more able to understand your problems with your landlord than the Magistrate because of their combined life experiences.
- If you want a jury trial, YOU MUST specifically ask for one. You should only request a jury trial if the facts in your case are substantially disputed between you and the landlord. However, if you lose a jury trial, you may be ordered to pay

the costs of the jury. You can request a jury trial by writing “I request a jury trial” in the space that begins with “*and further states*” on the answer form. If you do not want a jury trial, don’t ask for one. If you do not request a jury trial the Magistrate will decide your case by him or herself.

- You can also move your case to the Circuit Court if the landlord says you owe more than \$300.00, or if the remainder of your lease is worth at least \$300.00. The Circuit Court has judges better trained in the law. You should consult an attorney to see if removal to the Circuit Court will be a benefit to your case. If you want the Circuit Court to hear your case, you must file what is called a motion for removal with the Magistrate at some time before the scheduled trial. You will have to pay a filing fee, but if you cannot afford this fee because of a lowered income, you can fill out an affidavit of indigency which will waive the filing fee. The affidavit of indigency form can be picked up from the Magistrate Court.

## STEP #8: GOING TO COURT.



- If you are being sued for a summary eviction and you do not go to court on the date that you are supposed to, the landlord CAN get a judgement against you for back rent, as well as a judgement evicting you, because the case was not contested by you. Also, the court may not give you reasonable time to vacate.
- If you DO go to court on the day of the trial, the landlord CANNOT get any money for back rent. The landlord can get a judgement evicting you if he or she wins. If the landlord wins, you will still have an opportunity to explain how much time you need to move. IT IS VERY IMPORTANT FOR YOU TO SHOW UP AT COURT ON THE DATE OF YOUR TRIAL!
- Magistrate Court is more informal than most courts. When you get to court, you will go to the courtroom and wait for the Magistrate to call your case. When the Magistrate gets there, the landlord will tell the court why he or she wants to evict you. You should listen carefully and not interrupt when the landlord is talking. The landlord may also call witnesses. You will be able to ask questions of the landlord (or the witnesses) after they testify if you believe it will help explain your side of the case. This process is called cross-examination.
- When it is your turn to address the Magistrate (after the landlord is finished telling the Magistrate why he or she wants to evict you), you should tell the court your side of the story and the reasons why should not be evicted. To help

explain your side, you may want to bring with you, for example:

- Your lease
  - Rent receipts or canceled checks
  - Notices from your landlord
  - Any letters you wrote to your landlord
  - Witnesses to the condition of your residence or to agreements (neighbors, family, previous tenants, friends, repairmen, or anyone who has knowledge of the problems you have had with your tenancy)
  - Photographs
  - Inspectors and inspection reports (exterminators, building inspectors, or the health inspector). You may need to get a subpoena to have these witnesses show up at your trial. For information on subpoenas, you should contact an attorney.
- 
- You should use any materials or information that may help support your side of the story. This means that anything you have that will help prove what you wrote in your answer to the landlord's complaint should be used.
  
  - You should also tell the Magistrate how much time you think it would take for you to move if you have to. Even if you lose the trial, the Magistrate may give you valuable extra time to move, but only if the Magistrate knows of you need it. Things like having to move lots of furniture, changing schools, job

demands, etc., are factors that should be brought to the attention of the Magistrate to allow him or her the ability to make a fully informed decision about the amount of time you need to move.

- To learn more about Magistrate Court, see **The West Virginia Magistrate Court Citizens' Guide** available at West Virginia Legal Services Plan offices.

↓ **STEP #9: THE APPEAL (IF YOU HAVE LOST IN COURT).**

- If the Magistrate or jury decides the case against you, and you are ordered to vacate your residence, you can appeal to the Circuit Court in your county if you believe that the decision was wrong. The right to appeal only lasts for **20** days after the Magistrate Court's decision, so if you wish to appeal you must act quickly.
- If you do appeal, the sheriff cannot evict you until the Circuit Court trial, and then only if the Circuit Court decides against you. However, if your lease runs out before the Circuit Court trial, or if your landlord has new reasons for evicting you, your appeal will not stop a new eviction case being brought against you by your landlord. It is important that you continue to pay rent while your case is being heard on appeal. If you do not do this, your landlord may sue to evict you for this reason.



- To appeal, simply request an appeal from the Magistrate Court before the date you were ordered to vacate your residence, or within 20 days after the Magistrate’s judgement, whichever is sooner. The court may require you to post bond if you appeal. If you cannot afford to pay the amount of the bond, you can file an affidavit of indigency, which is available at the court.
- After you appeal, the Circuit Court will decide when to hear the case. It will be a completely new trial before a Circuit Court judge. If you do not hear from the Circuit Court about the new trial date, call the court in which your appeal is to be heard and ask that the case be set for trial. NOTE: If you appeal from a jury verdict, the Circuit Court will not hold a new trial on appeal, but will instead decide if the verdict was correct based on a recording of the jury trial.

**FOR ADDITIONAL HELP, CONTACT THE LEGAL SERVICES OFFICE NEAREST YOU AT ONE OF THE FOLLOWING LOCATIONS.**

<u>COUNTY/PHONE#</u>	<u>PROGRAM</u>	<u>ADDRESS</u>
Barbour 1-800-642-8279	West Virginia Legal Services Plan	153 Holland Avenue Westover,WV 26501
Berkeley 1-800-642-8279	West Virginia Legal Services Plan	527 Winchester Ave. Martinsburg, WV 25402
Boone	Appalachian	53 ½ B Avenue B

1-800-834-0598	Legal Services	Madison, WV 25130
Braxton	West Virginia Legal	922 Quarrier St., Ste 550
1-800-642-8279	Services Plan	Charleston, WV 25301
Brooke	West Virginia Legal	1025 Main St., Ste. 716
1-800-642-8279	Services Plan	Wheeling, WV 26003
Cabell	West Virginia Legal	623 Fourth Avenue
1-800-642-8279	Services Plan	Huntington, WV 25701
Calhoun	West Virginia Legal	327 Ninth Street
1-800-642-8279	Services Plan	Parkersburg, WV 26101
Clay	Appalachian	922 Quarrier St. 4th Floor
1-800-834-0598	Legal Services	Clay, WV 25301
Doddridge	West Virginia Legal	115 S. Fourth St., 3rd Fl.
1-800-642-8279	Services Plan	Clarksburg, WV 26301
Fayette	Appalachian	103 N. Kanawha St.
1-800-319-4187	Legal Services	Beckley, WV 25801
Gilmer	West Virginia Legal	115 S. Fourth St., 3rd Fl.
1-800-642-8279	Services Plan	Clarksburg, WV 26301
Grant	West Virginia Legal	527 Winchester Ave.
1-800-642-8279	Services Plan	Martinsburg, WV 25402
Greenbrier	West Virginia Legal	203 Green Lane
1-800-642-8279	Services Plan	Lewisburg, WV 24901
Hampshire	West Virginia Legal	527 Winchester Ave.
1-800-642-8279	Services Plan	Martinsburg, WV 25402
Hancock	West Virginia Legal	1025 Main St., Ste. 716
1-800-642-8279	Services Plan	Wheeling, WV 26003
Hardy	West Virginia Legal	527 Winchester Ave.
1-800-642-8279	Services Plan	Martinsburg, WV 25402
Harrison	West Virginia Legal	115 S. Fourth St., 3rd Fl.
1-800-642-8279	Services Plan	Clarksburg, WV 26301
Jackson	West Virginia Legal	327 Ninth Street
1-800-642-8279	Services Plan	Parkersburg, WV 26101
Jefferson	West Virginia Legal	527 Winchester Ave.
1-800-642-8279	Services Plan	Martinsburg, WV 25402
Kanawha	Appalachian	922 Quarrier St. 4th Floor

1-800-834-0598	Legal Services	Charleston, WV 25301
Lewis	West Virginia Legal	115 S. Fourth St., 3rd Fl.
1-800-642-8279	Services Plan	Clarksburg, WV 26301
Lincoln	Appalachian	922 Quarrier St., Ste. 500
304-344-9687	Legal Services	Charleston, WV 25301
Logan	Appalachian	417 White & Browning
1-800-319-4203	Legal Services	Building, Stratton St.
		Logan, WV 25601
Marion	West Virginia Legal	153 Holland Avenue
1-800-642-8279	Services Plan	Westover, WV 26501
Marshall	West Virginia Legal	1025 Main St., Ste. 716
1-800-642-8279	Services Plan	Wheeling, WV 26003
Mason	West Virginia Legal	623 Fourth Avenue
1-800-642-8279	Services Plan	Huntington, WV 25701
Mercer	Appalachian	1428 Main Street
1-800-319-4202	Legal Services	Princeton, WV 24740
Mineral	West Virginia Legal	527 Winchester Ave.
1-800-642-8279	Services Plan	Martinsburg, WV 25402
Mingo	Appalachian	417 White & Browning
1-800-319-4203	Legal Services	Building, Stratton St.
		Logan, WV 25601
Monongalia	West Virginia Legal	153 Holland Avenue
1-800-642-8279	Services Plan	Westover, WV 26501
Monroe	West Virginia Legal	203 Green Lane
1-800-642-8279	Services Plan	Lewisburg, WV 24901
Morgan	West Virginia Legal	527 Winchester Ave.
1-800-642-8279	Services Plan	Martinsburg, WV 25402
McDowell	Appalachian	1428 Main Street
1-800-319-4202	Legal Services	Princeton, WV 24740
Nicholas	West Virginia Legal	922 Quarrier St., St. 550
1-800-642-8279	Services Plan	Charleston, WV 25301
Ohio	West Virginia Legal	1025 Main St., Ste. 716
1-800-642-8279	Services Plan	Wheeling, WV 26003
Pendleton	West Virginia Legal	527 Winchester Ave.

1-800-642-8279	Services Plan	Martinsburg, WV 25402
Pleasants	West Virginia Legal	327 Ninth Street
1-800-642-8279	Services Plan	Parkersburg, WV 26101
Pocohantas	West Virginia Legal	203 Green Lane
1-800-642-8279	Services Plan	Lewisburg, WV 24901
Preston	West Virginia Legal	153 Holland Avenue
1-800-642-8279	Services Plan	Westover, WV 26501
Putnam	Appalachian	County Courthouse
304-586-4239	Legal Services	Winfield, WV 25213
Raleigh	Appalachian	103 N. Kanawha St.
1-800-319-4187	Legal Services	Beckley, WV 25801
Randolph	West Virginia Legal	115 S. Fourth St., 3rd Fl.
1-800-642-8279	Services Plan	Clarksburg, WV 26301
Ritchie	West Virginia Legal	327 Ninth Street
1-800-642-8279	Services Plan	Parkersburg, WV 26101
Roane	West Virginia Legal	327 Ninth Street
1-800-642-8279	Services Plan	Parkersburg, WV 26101
Summers	West Virginia Legal	527 Winchester Ave.
1-800-642-8279	Services Plan	Lewisburg, WV 25402
Taylor	West Virginia Legal	153 Holland Avenue
1-800-642-8279	Services Plan	Westover, WV 26501
Tucker	West Virginia Legal	153 Holland Avenue
1-800-642-8279	Services Plan	Westover, WV 26501
Tyler	West Virginia Legal	327 Ninth Street
1-800-642-8279	Services Plan	Parkersburg, WV 26101
Upshur	West Virginia Legal	115 S. Fourth St., 3rd Fl.
1-800-642-8279	Services Plan	Clarksburg, WV 26301
Wayne	West Virginia Legal	623 Fourth Avenue
1-800-642-8279	Services Plan	Huntington, WV 25701
Webster	West Virginia Legal	922 Quarrier St., Ste. 550
1-800-642-8279	Services Plan	Charleston, WV 25301
Wetzel	West Virginia Legal	1025 Main St., Ste. 716
1-800-642-8279	Services Plan	Wheeling, WV 26003
Wirt	West Virginia Legal	327 Ninth Street

1-800-642-8279 Services Plan  
Wood West Virginia Legal  
1-800-642-8279 Services Plan  
Wyoming Appalachian  
1-800-319-4187 Legal Services

Parkersburg, WV 26101  
327 Ninth Street  
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103 N. Kanawha St.  
Beckley, WV 25801