

IN THE MAGISTRATE COURT OF _____ COUNTY, WEST VIRGINIA

Petitioner (Name, Address & Phone Number):

Case No.: _____

v.

Respondent(s) (Name, Address & Phone Number):

**PETITION FOR SUMMARY RELIEF
WRONGFUL OCCUPATION OF FACTORY-BUILT HOME SITE**

The above-named petitioner as the (check one) ☐ owner ☐ agent of the owner of a factory-built home site located at:

Street or Road Address: _____,

City: _____ County: _____, Apt./Lot No.: _____ swears to or affirms the following as true:

The petitioner has a right to recover possession of the property described above in that the above-named respondent(s) is/are wrongfully occupying such property as tenant(s) because (check all that applies):

- ☐ Tenant is holding over after having been given proper notice of termination of tenancy, whether or not tenant has continued to pay and landlord has accepted rent, or
- ☐ The landlord has good cause, specifically (W.Va. Code § 55-3B-1):
 - ☐ Tenant is in arrears in the payment of periodic payments or other charges related to the tenancy:
 - ☐ Tenant has breached material term of a written rental agreement or repeatedly breached other terms of a written agreement, including those agreements required in W.Va. Code § 37-15-3 specifically:
 - ☐ Tenant breached the terms of the tenancy and the rent therefore (provide brief description)

- ☐ Tenant breached the rules and regulations of the factory-built home rental community (provide brief description)

- ☐ Tenant breached the agreement concerning physical improvements and maintenance to be provided by the tenant and the landlord (provide brief description)

- ☐ Tenant breached the agreement by failing to pay for services provided at the time of the execution of the rental agreement and throughout the terms of the tenancy, namely (provide brief description)

Case No.: _____

☐ Other (provide brief description)

☐ (Where there is no written agreement, or where written agreement does not cover subject matter of warranty or leasehold covenant) tenant has breached a material term of warranty or leasehold covenant or repeatedly breached other terms of warranty or leasehold covenant (provide brief description)

☐ Tenant has deliberately or negligently damaged property or knowingly permitted another to do so.

WHEREFORE, the petitioner requests possession of the above-described property and, if any, the following additional relief from the court (*check all that apply*):

☐ eviction of the tenant and removal of the tenant's factory built home.

☐ past due rent payment in the amount of \$ _____.

☐ other agreed charges related to the tenancy (*specifically describe relief requested*): _____

Date

Signature

Taken, subscribed and sworn or affirmed before me this _____ day of _____, 20 _____.

My commission expires on _____.

Notary Signature

NOTICE: Any party in a civil action seeking over \$20.00 or possession of real estate has the right to elect that the case be tried by a jury. You must give written notice to the magistrate court 5 days from when service of the summons and petition is made for wrongful occupation actions. If you do not notify the magistrate court within the appropriate time period, you give up your right to a jury trial. The jury fee will be assessed against the losing party if the case is tried by a jury or may be prorated between the parties if the case is settled before trial.

(OPTIONAL) NOTICE OF ELECTION: As petitioner in the above action, I wish to have a jury trial.

Date

Signature

NOTICE: Any person involved in court proceedings who has a disability and needs special accommodations should inform the court sufficiently in advance so that arrangements can be made if possible.