

1 **ENROLLED**

2 COMMITTEE SUBSTITUTE

3 FOR

4 **Senate Bill No. 118**

5 (SENATOR FOSTER, *original sponsor*)

6 _____
7 [Passed March 10, 2012; in effect ninety days from passage.]
8 _____
9

10 AN ACT to amend and reenact §37-6-11 of the Code of West Virginia,
11 1931, as amended, relating to termination of a residential
12 lease upon the death of a tenant; permitting termination of a
13 residential lease in certain situations; requiring notice and
14 payment of certain rent; prohibiting waiver; and providing
15 date for applicability of provisions.

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

17 That §37-6-11 of the Code of West Virginia, 1931, as amended,
18 be amended and reenacted to read as follows:

19 **ARTICLE 6. LANDLORD AND TENANT.**

20 **§37-6-11. Persons liable for rent; termination of lease upon**
21 **death.**

22 (a) Rent may be recovered from the lessee, or other person
23 owing it, or the heir, personal representative, devisee or
24 assignee, who has succeeded to the lessee's estate in the premises.
25 But no assignee shall be liable for rent which became due before
26 his or her interest began. Subject to the provisions of subsection
27 (b), nothing herein shall change or impair the liability of heirs,
28 personal representatives, or devisees, for rent, to the extent and

1 in the manner in which they are liable for other debts of the
2 ancestor or testator; nor shall the mere merger of the reversion to
3 which a rent is incident affect the liability for such rent.

4 (b) (1) Notwithstanding any other provision of this code to
5 the contrary, upon the death of a lessee of a residential premises,
6 an heir, personal representative, devisee or assignee of the
7 deceased lessee may terminate a lease prior to its expiration.

8 (2) Termination of a residential lease, as provided in this
9 subsection, shall become effective on the last day of the calendar
10 month that is two months after:

11 (A) The date on which the notice is hand-delivered to the
12 other party of the lease; or

13 (B) The date on which the notice, addressed to the other party
14 to the lease, is deposited in the United States mail, postage
15 prepaid, evidenced by the postmark.

16 (3) Termination of a lease under this subsection does not
17 relieve the lessee's estate from liability for either:

18 (A) The payment of rent or other sums owed prior to or during
19 the two month written notice period; or

20 (B) For the payment of amounts necessary to restore the
21 premises to their condition at the commencement of the tenancy,
22 ordinary wear and tear excepted.

23 (4) The right of termination contained in this subsection may
24 not be waived by a lessor, lessee or lessee's heir, personal
25 representative, devisee or assignee, by contract or otherwise. Any
26 lease provision or agreement requiring a longer notice period than
27 that provided by this article, is void and unenforceable.

28 (5) The provisions of this subsection apply to residential

1 property leases entered into or renewed on or after July 1, 2012.