

1 lease at will, may terminate the lease prior to its expiration date
2 in the manner provided in this article upon the death of the lessee
3 or, if there is more than one lessee, upon the death of all
4 lessees.

5 (b) "Lessee" means the person or persons who signed a lease
6 for rental of residential property and who occupied the property.

7 (c) "Lessor" means the person or persons who own the property
8 which is leased to the lessee.

9 **§37-9-2. Notice.**

10 (a) Either a lessee who signed the lease with a deceased
11 lessee or the personal representative of the lessee's estate may
12 terminate the lease upon at least two months' written notice, to be
13 effective on the last day of a calendar month. The notice may be
14 hand delivered or mailed by postage prepaid, first class United
15 States mail, to the address of the other party.

16 (b) The termination of a lease under this section does not
17 relieve the lessee's estate from liability either for the payment
18 of rent or other sums owed prior to or during the notice period, or
19 for the payment of amounts necessary to restore the premises to
20 their condition at the commencement of the tenancy, ordinary wear
21 and tear excepted.

22 **§37-9-3. Waiver prohibited.**

23 An attempted waiver by a lessor, lessee or lessee's personal
24 representative, by contract or otherwise, of the right of

1 termination provided by this article, and any lease provision or
2 agreement requiring a longer notice period than that provided by
3 this article, is void and unenforceable.

4 **§37-9-4. Applicability.**

5 The provisions of this article apply to leases entered into or
6 renewed on and after July 1, 2012.

NOTE: The purpose of this bill is to provide for the
termination of a residential rental lease upon the death of the
lessee.

This article has been completely rewritten; therefore, strike-
throughs and underscoring have been omitted.