

1 ENGROSSED

2 COMMITTEE SUBSTITUTE

3 FOR

4 **Senate Bill No. 118**

5 (By Senator Foster)

6 \_\_\_\_\_  
7 [Originating in the Committee on the Judiciary;  
8 reported January 18, 2012.]  
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11 A BILL to amend and reenact §37-6-11 of the Code of West Virginia,  
12 1931, as amended, relating to termination of a residential  
13 lease upon the death of a tenant; permitting termination of a  
14 residential lease in certain situations; requiring notice and  
15 payment of certain rent; prohibiting waiver; and providing  
16 date for applicability of provisions.

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

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

20 **ARTICLE 6. LANDLORD AND TENANT.**

21 **§37-6-11. Persons liable for rent; termination of lease upon 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. ~~Nothing herein shall change or impair~~  
27 ~~the liability of heirs, personal representatives, or devisees, for~~  
28 ~~rent, to the extent and in the manner in which they are liable for~~

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

4 (b) Notwithstanding any other provision of this code, as  
5 provided in this section either the heir, personal representative,  
6 devisee or assignee of the deceased lessee, or the landlord may  
7 terminate the lease prior to its expiration, upon the death of a  
8 lessee of a residential premises. To be effective, notice of the  
9 termination must be hand delivered or mailed by postage prepaid,  
10 first class United States mail, to the address of the other party,  
11 to the lease or their heir, personal representative, devisee or  
12 assignee. The date of notice is either the date the notice is hand  
13 delivered or the date a notice by mail is postmarked. The  
14 termination shall become effective on the last day of the calendar  
15 month that is two months after the date of notice.

16 (c) 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 two month written  
19 notice period, or for the payment of amounts necessary to restore  
20 the premises to their condition at the commencement of the tenancy,  
21 ordinary wear and tear excepted.

22 (d) An attempted waiver by a lessor, lessee or lessee's heir,  
23 personal representative, devisee or assignee, by contract or  
24 otherwise, of the right of termination provided by this section,  
25 and any lease provision or agreement requiring a longer notice  
26 period than that provided by this article, is void and  
27 unenforceable.

28 (e) The provisions of this section apply to leases entered

1 into or renewed on or after July 1, 2012.