

**ENROLLED**

COMMITTEE SUBSTITUTE

FOR

**Senate Bill No. 118**

(SENATOR FOSTER, *original sponsor*)

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[Passed March 10, 2012; in effect ninety days from passage.]

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

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

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

**ARTICLE 6. LANDLORD AND TENANT.**

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

1       (a) Rent may be recovered from the lessee, or other  
2 person owing it, or the heir, personal representative, devisee  
3 or assignee, who has succeeded to the lessee's estate in the  
4 premises. But no assignee shall be liable for rent which  
5 became due before his or her interest began. Subject to the  
6 provisions of subsection (b), nothing herein shall change or

7 impair the liability of heirs, personal representatives, or  
8 devisees, for rent, to the extent and in the manner in which  
9 they are liable for other debts of the ancestor or testator; nor  
10 shall the mere merger of the reversion to which a rent is  
11 incident affect the liability for such rent.

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

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

20 (A) The date on which the notice is hand-delivered to the  
21 other party of the lease, or

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

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

27 (A) The payment of rent or other sums owed prior to or  
28 during the two month written notice period, or

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

32 (4) The right of termination contained in this subsection  
33 may not be waived by a lessor, lessee or lessee's heir, per-  
34 sonal representative, devisee or assignee, by contract or  
35 otherwise. Any lease provision or agreement requiring a  
36 longer notice period than that provided by this article, is  
37 void and unenforceable.

38 (5) The provisions of this subsection apply to residential  
39 property leases entered into or renewed on or after July 1,  
40 2012.