504B.265 TERMINATION OF LEASE UPON DEATH OF TENANT.

Subdivision 1. **Termination of lease.** Any party to a lease of residential premises other than a lease at will may terminate the lease prior to its expiration date in the manner provided in subdivision 2 upon the death of the tenant or, if there is more than one tenant, upon the death of all tenants.

Subd. 2. **Notice.** Either the landlord or the personal representative of the tenant's estate may terminate the lease upon at least two months' written notice, to be effective on the last day of a calendar month, and hand delivered or mailed by postage prepaid, first class United States mail, to the address of the other party. The landlord may comply with the notice requirement of this subdivision by delivering or mailing the notice to the premises formerly occupied by the tenant. The termination of a lease under this section shall not relieve the tenant's estate from liability either for the payment of rent or other sums owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the commencement of the tenancy, ordinary wear and tear excepted.

Subd. 3. **Waiver prohibited.** Any attempted waiver by a landlord and tenant or tenant's personal representative, by contract or otherwise, of the right of termination provided by this section, and any lease provision or agreement requiring a longer notice period than that provided by this section, shall be void and unenforceable; provided, however, that the landlord and tenant or tenant's personal representative may agree to otherwise modify the specific provisions of this section.

Subd. 4. **Applicability.** The provisions of this section apply to leases entered into or renewed after May 12, 1981.

History: *1999 c 199 art 1 s 34*