

What Happens When a Leaseholder Dies...

Death of a leaseholder is a very traumatic and trying time. CSW wants to help everyone understand what to expect with respect to their CSW tenancy in this situation. It is very important for CSW Associates Roanoke, LC (CSW) to know as soon as possible when such an event occurs so that CSW can be helpful in assisting you with the available options, next steps, and the like. You should contact the CSW office 540-989-3653 as soon as possible.

The outcomes depend on the details of the situation, but you will find some general guidance below. Also, note that where “Occupant” is used, it refers only to occupants that have been properly registered with CSW and approved. Occupants do not have any contractual rights under the lease and no rights under law; visitors/guests, even if present at the time of death, have no rights or options whatsoever.

If there is one Leaseholder and no Occupants...

- the lease is not property that can be transferred to any individual (whether family or otherwise, even if another person(s) is already living there)
- technically, the lease terminates upon the death of the leaseholder; under Virginia law, the rent through the remainder of the lease would be due to CSW, subject to a requirement by CSW that it mitigate the damages; as a consideration to our Leaseholders, CSW does not seek to recover unpaid rent for the period of time after possession of the premises is returned to CSW, but the rent remains due so long as the estate/family has not returned possession of the premises
- the decedent’s estate remains liable for any/all damages to the premises or costs/charges permitted under the lease, including for the disposal of personal belongings
- Virginia law only requires that CSW provide a decedent’s family ten (10) days to remove all belongings from the premises; on a case by case basis, , **subject to rent being paid in advance and utilities maintained**, CSW may allow the appropriate party(ies) up to one full month after the month of death to remove the decedent’s belongings and return the apartment to the necessary condition for move-out as per CSW policy; as a reminder, CSW rent is never prorated upon move-out
- the deposit will be processed to the appropriate party (based on who initially paid the deposit) within the time period required by law; the estate of the decedent will be liable for any and all amounts owed over and above the security deposit (including the cost of removing any remaining personal belongings)
- please keep in mind that a power of attorney terminates upon the death of the individual; please provide a copy of the will promptly

If there is a Lessee (and no Occupants) who dies but a Co-Lessee who does not live at the property...

- where the co-lessee does not reside at the property, per Virginia law, the lease also terminates, with rent due and owing for the remainder of the lease subject to mitigation by CSW; as a consideration to our Leaseholders, CSW does not seek to recover unpaid rent for the period of time after possession of the premises is returned to CSW, but the rent remains due and utilities must be paid so long as possession of the premises has not been returned
- decedent’s belongings must be removed within ten (10) days following death
- Co-lessee remains jointly and severally liable under the lease, including for damages to the premises
- contact the Main Office as soon as possible to try to ensure a smooth transition

If there is another living Lessee(s) inhabiting the apartment...

- the lease continues without interruption through its then applicable term

- CSW understands that the remaining leaseholder(s) may want to remain in the apartment or consider a transfer to another apartment in one of the CSW communities
- Prior to expiration of the current lease, remaining leaseholder(s) should be prepared to re-qualify if he/she wishes to stay in the same apartment or apply to transfer to another apartment in the CSW communities
- If the remaining lessee wishes to move immediately, he or she needs to contact the Main Office to understand what options may be available through the re-rent process; as a reminder, no subletting is permitted

If the Lessee dies and there are one or more Occupants remaining in the Premises...

- even if there is an Occupant who had been living in the apartment at the time of the Lessee's death, per Virginia law, the lease terminates as of the Lessee's death; the Lessee's representatives have up to ten (10) days to remove his/her belongings; any Occupant (with his/her belongings) must be completely out of the premises *by the earlier of* (i) ten (10) days after the Lessee's death; or (ii) the date the Lessee's representative(s) return the premises to the possession of CSW
- the Occupant can contact the Main Office to discuss potential options; this scenario presents immediate, significant issues since the Lease expires with the death of the Lessee and the Occupant(s) have no contractual rights to remain in the Premises
- essentially, the Occupant (unless a minor child) could apply to remain in the current apartment or potentially request a transfer to another apartment in one of the CSW communities, subject to availability, credit review and approval