

News & Insights

Landlords Should Prepare for Tenant Death

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When a tenant dies, what is the landlord to do with their property? The answer is often simple. But failing to plan for the death of tenants can significantly burden landlords when the answer is not as simple.

Competing heirs, or an estranged parent of a surviving minor child, can significantly burden unprepared landlords.

The Oklahoma statutes make avoiding this circumstance easy - but many fail to take the easy path until it is too late. A landlord must simply make a written request to the tenant for the following: (1) a designated person to contact in the event of the tenant's death, and their contact information; and (2) a signed statement authorizing the landlord, in the event of the tenant's death, to allow the designee to access the premises, to remove any of the tenant's property, and to receive the refund of the tenant's security deposit.

Obtaining the designee and authorization establishes clear duties for the landlord. After the death of a tenant, the landlord must provide written notice by certified mail to the designee requesting removal of the property. Having provided this notice, if there is no response within 30 days, the landlord is free to discard or remove the property as they see fit.

Most importantly, a tenant must provide a designee and authorization upon a landlord's written request. If the tenant fails to do so, the landlord has no responsibility for removal, storage, disappearance, damage, or other disposition of the deceased tenant's property.

Tenants can also take action to ensure their desired person is designated to handle the tenant's property after death. The statutes allow tenants, without a request from their landlord, to provide the same designee and authorization. Upon the death of the tenant, landlords are required to notify the designee, and preserve the deceased property for 30 days, just as if the landlord made the request.

Landlords who fail to honor the statutory method for notice and property disposition will be liable to the deceased tenant's estate for actual damages. Landlords who would prefer a different procedure for property disposal, can specify other arrangements in the lease. All such procedures should be reviewed by

an attorney prior to execution of the lease.

These small inexpensive steps can save landlords and tenants from costly disputes and probate involvement.

Attorneys

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