

§ 41-61. Reimbursement for expenditures made on entireties property.

(a) In the case of property held as tenants by the entirety, neither spouse is entitled to reimbursement from the other for expenditures made with respect to the property during the existence of the tenancy by the entirety, including payments made for recurring expenses, improvements, and payments made on indebtedness secured by a lien on the property.

(b) When the tenancy by the entirety is converted to a tenancy in common by absolute divorce or otherwise, responsibility for expenditures made with respect to the property held as tenants in common is allocated as provided by the law governing tenants in common.

(c) When the tenancy by the entirety is terminated by death, neither the surviving spouse nor the personal representative of the deceased spouse is entitled to reimbursement from the other for expenditures made with respect to the property during the existence of the tenancy by the entirety, including payments made for recurring expenses, improvements, and payments made on indebtedness secured by a lien on the property.

(d) Nothing in subsection (a), (b), or (c) of this section does any of the following:

- (1) Applies in any proceeding for equitable distribution or constitutes any limitation on the power of the court in any equitable distribution proceeding.
- (2) Renders unenforceable the terms of any otherwise valid and enforceable provisions in a premarital agreement, postmarital agreement, or promissory note given by one spouse to the other.
- (3) Affects any otherwise valid and enforceable lien or judgment. (2020-50, s. 1(a), (c); 2022-12, s. 1.)