

# Research on Legal Issues of Establishing Residential Rights by Will

Hui Zhang

School of Anhui University of Finance & Economics, Bengbu, Anhui 230000, China

## Abstract

As society enters the era of aging, the housing problems of vulnerable groups such as the elderly and women have gradually become prominent. And disputes caused by housing rights have sharply increased. In order to alleviate the current severe housing situation, legislators have added the right to housing system to the property rights section of the Civil Code of the People's Republic of China (hereinafter referred to as the "Civil Code"), demonstrating the country's firm stance in maintaining social stability and safeguarding people's livelihoods. But nowadays, the establishment of the right of residence often occurs in the field of contracts. The establishment of the right of residence by will only involves one provision in the Civil Code, and also involves two fields: property rights and contract rights. In theoretical research, there are problems such as unclear formal requirements, vague rules for property rights changes, lack of application registration norms, and absence of rights relief procedures, which lead to the phenomenon of different judgments in the same case in judicial practice. Establishing the right of residence through a will is a concentrated expression of the testator's emotional expression and caring for the right holder, playing an important supporting role in the reasonable distribution of inheritance benefits and the provision of housing security. Through further research on this issue and proposing relevant improvement suggestions, it is not only conducive to promoting the improvement of the legal system of property rights in the Civil Code, but also to promoting judicial fairness; It is also conducive to safeguarding people's livelihoods and promoting social harmony and progress.

## Keywords

Will, Contract, Right of residence.

## 1. Introduction

For many years, there has been controversy in the academic community of our country regarding the issue of whether to establish a right of residence, and the position of legislators on this is also unclear. The Civil Code for the first time explicitly stipulates the right of residence in usufructuary rights, with six articles from 366 to 371 outlining the rights, obligations, and other general provisions of the right of residence. But these regulations are relatively concise and abstract, and cannot effectively solve various complex problems that arise in real life and judicial application. Especially for the situation where the right of residence is established by will. The Civil Code only briefly mentions "referring to the relevant provisions of this chapter". However, there are differences between the establishment subject, establishment time, and reasons for termination of the right of residence through contract and the establishment of the right of residence through will. Establishing the right of residence through a will involves relevant legal provisions in both the Inheritance and Property Rights sections. Therefore, it is worth exploring how to establish the right of residence by referring to the applicable contract method, in order to better reduce disputes and controversies related to the establishment of the right of residence by will in judicial practice.

## **2. The Distinction Between Establishing Residency Rights Through A Will and Related Concepts**

### **2.1. The distinction between residency rights established by will and the concept of inheritance**

#### **2.1.1. The Content Requirements are Different**

The content of inheritance in Roman law generally includes all the property rights and obligations of the deceased. However, there is controversy in China over whether the content of heritage is comprehensive. Some scholars believe that heritage only includes property rights, while others believe that heritage includes property rights and obligations. The academic consensus is that the content of heritage should include property rights and obligations. Because incorporating property obligations into the scope of inheritance can reasonably legitimize the repayment obligations of heirs. The requirement for establishing residency rights through a will is different from this, as it does not directly burden debts. In addition, testamentary inheritance is the factual act of distributing the testator's property before their death, and the inheritor also needs to bear the obligation to repay debts within the limits of their property. Establishing the right of residence through a will is a unilateral legal act that cannot create obligations for others, meaning that the resident does not need to pay off the debts of the creator.

#### **2.1.2. The Requirements for Inheritance are Different**

Inheritance is the legal personal property left by a natural person at the time of death, which can only be determined by the testator's financial condition at the time of death. The right of residence established by will is a right arising from the death of the testator, not a legacy property. The right of residence established in a will shall only take effect upon the testator's death and the division of the estate. When dividing the estate, the estate has already been determined. So the effective time of the residence right established by the testamentary will be later than the time of the testator's death, so it is not an inheritance. If we consider the right of residence established by will as an inheritance at this time, we will come to the paradox that in the same will, the right of residence established by will is not an inheritance, and the right of residence established by will is also an inheritance. In addition, although the right of residence established by will is effective after the death of the testator, the rights and obligations arising from it cannot be summarized as inheritance. Because the emergence of rights and obligations requires not only the death of the deceased, but also other facts stipulated by law. Therefore, the right of residence established by will is not the testator's property during their lifetime and should not be included in the scope of inheritance.

#### **2.1.3. The Subject's Requirements are Different**

Inheritance is the legal property owned by the deceased at the time of death, and whether the rightful owner is the inheritor is an important criterion for determining the scope of inheritance. For example, death compensation should not belong to the deceased's estate. Because the right holder of death compensation does not belong to the deceased, but to close relatives. Whether the compensation for mental damages is an inheritance needs to be judged based on the ownership of the right to compensation for mental damages. If the right holder is the deceased, it is the inheritance. If the right holder is a close relative of the deceased, it is not an inheritance. In the case of establishing residency rights through a will, this residency right is a new right rather than a transfer of existing rights. Therefore, the subject of rights is not the testator, but the heir or testator.

## **2.2. The distinction between the nature of the act of establishing residency rights through a will and the narrow inheritance nature**

Not only does the right of residence established by will not fall within the scope of inheritance, but its nature is also different from that of narrow inheritance. Narrowly defined inheritance belongs to property rights changes that do not occur based on legal acts, and the nature of residency rights established by will does not have a clear concept. From the perspective of the reasons for obtaining property rights, the right of residence established by will is a phenomenon of creating limited property rights for others, that is, acquiring new property rights on the rights of others, and belongs to the creation of inheritance acquisition. The right to create inheritance comes from the separation of powers of the original right and belongs to a new independent right. The testator cannot create a right to bear inheritance debts for others through unilateral legal actions, that is, there will be no inheritance debts above the right. In addition, the right to create inheritance is an absolute right, and the testator can create new rights for anyone, and the newly added rights will change the existing rights and obligations, which will have a significant impact on the interests of third parties. Therefore, when establishing succession, issues such as public disclosure and protection of third-party trust interests should be considered. In terms of the reasons for property rights changes, the establishment of residency rights through a will is based on legal actions that result in property rights changes. The establishment of residential rights through a will meets the constituent elements of a legal act, and this act is a unilateral legal act. The essence of establishing the right of residence through a will is the arrangement made by the actor for their property after death. Although the formation of legal relationships is closely related to the testator's death status, the reason for establishing the right of residence is the act of establishing the will, not the death of the parties involved. Statutory inheritance, on the other hand, refers to changes in property rights that occur without legal action. The fact of death is the main cause of the entire property rights change and does not need to be based on the expression of the deceased's intention. However, in the establishment of residency rights through a will, death cannot establish residency rights. That is to say, the fundamental reason for the establishment of the right of residence is the expression of the testator's intention. Therefore, the act of establishing the right of residence in a will is a property right change that occurs based on legal actions.

## **2.3. The distinction between establishing residency rights by will and by contract**

### **2.3.1. The Establishment Behavior is Different**

The differences between contracts and wills determine the distinctiveness of establishment actions. A contract is a mutual agreement between both parties and is a civil legal act of both parties. A will is a legal expression of the testator's personal will and is a unilateral civil legal act. As for the establishment of the right of residence, the establishment of the right of residence in a contract requires two parties to negotiate and reach a consensus on the content of the right of residence. In the establishment of residential rights in a will, the testator unilaterally decides whether to establish residential rights or not. The testator designates the residential object in the will and makes arrangements for personal matters. At this point, the establishment of residential rights in a will reflects the unilateral intention of the testator, while the establishment of residential rights in a contract reflects the agreement of both parties to the contract.

### **2.3.2. The Subject of the Establishment of the Right to Residence is Different**

The subject of the contractual act can be a natural person or a legal person. Therefore, in the establishment of the right of residence in a contract, the legal person can act as the creator to establish the right of residence. The act of a will contains the fact of death, so the subject of the

right of residence established by the will can only be a natural person. Legal entities are unable to make wills, therefore they cannot establish residency rights through wills. Even if a legal entity dies legally through deregistration, if it wants to establish residency rights, it still needs to go through a property distribution agreement rather than a will.

### **2.3.3. The Establishment Time of Residency Rights Varies**

After the death of the testator, the holder of the right of residence obtains the right of residence through the will, ensuring the interests of residence. The uncontrollability of death allows the testator to anticipate this possibility in advance, so arrangements are made in the will to meet the housing needs of the deceased when the fact of death occurs. However, the establishment of the right of residence in the contract is arbitrary in terms of time, as long as both parties reach an agreement and complete registration, the right of residence can be established.

### **2.3.4. The Changes in Property Ownership Vary**

There is inevitably a transfer of property ownership in the establishment of residential rights in a will. The fact of the testator's death will result in the house being inherited by the heir. After the establishment of the right of residence, the parties involved in the registration of rights, house repairs, ownership disputes, and the termination of rights are the residents and heirs. In the establishment of residential rights under a contract, if there is no necessary change in the ownership of the property, the above-mentioned disputes can still be resolved through negotiation between the residential rights holder and the establishment party based on the contract.

## **3. The Problems of Establishing Residential Rights through Wills**

### **3.1. The formal requirements for establishing residency rights through a will are unclear**

Only when the form of a will meets the requirements, can the establishment of residency rights through a will meet the formal requirements. The content related to the right of residence is mainly stipulated in the field of contract compilation, while the content related to wills is mainly stipulated in the field of inheritance compilation. The establishment of the right of residence by will spans both the fields of contract compilation and inheritance compilation, so there are some problems in the application of formal requirements for its establishment. According to Article 367 of the Civil Code, a contract for the right of residence shall be concluded in writing, which means that oral or other non written agreements are not recognized by law. However, in the act of establishing residency rights through a will, there are differences in the formal requirements of the will regulations compared to the formal requirements of the residency contract regulations. The establishment of testamentary norms can take seven forms, including oral and written forms, and does not necessarily require written forms, which conflicts with the establishment of residency norms in written contracts. Some scholars believe that the establishment of residency rights through oral wills has been excluded from Article 367 of the Civil Code, while others believe that the legal provisions regarding the establishment of residency rights through wills should be applied in accordance with the provisions of this chapter, in order to break the general and rigid model of contract based residency rights and apply the law in a flexible manner. Oral wills can only be applied in critical situations by the testator, and there are strict restrictions on their application. There must be two or more qualified witnesses present to witness, in order to compensate for the lack of written form. Furthermore, from the perspective of analogical interpretation, since the disposal of inheritance can take the form of an oral will, the act of establishing residency rights also applies. Legislators have not clearly defined the formal requirements for establishing residency

rights through a will, and it should be further clarified whether oral wills can be used to establish residency rights.

### **3.2. The property rights change rules for establishing residency rights through will are vague**

According to Article 368 of the Civil Code, the right of residence is established upon registration. This is the general rule for establishing residency rights in contracts. The provisions of this law are concise and clear, and there are no special restrictions or provisions on the property rights changes for the establishment of the right of residence. From a legal perspective, Article 368 of the Civil Code is a mandatory provision. If this mandatory provision is violated, it will result in corresponding legal consequences, namely the inability to obtain legal residency rights. In the General Principles of Property Rights, Article 209 stipulates the effectiveness of the establishment and change of real estate property rights after registration in accordance with the law, and provides for exceptions. Article 368 shall prevail over the general provisions of Article 209 and adopt the rules of registration and establishment. However, from the nature of legal acts, establishing the right of residence through a will is a unilateral legal act, but the general rule for property rights changes belongs to the legal acts of both parties, and their changes are based on the expression of mutual agreement. Therefore, the testamentary heir does not necessarily assume obligations, but directly obtains the right of residence based on the testator's intention and legal provisions. According to Article 230 of the Civil Code, if property rights are acquired through inheritance, they shall take effect from the beginning of inheritance and shall not be subject to registration and public disclosure as a requirement for property rights changes. So, it is not clear from the law when the right of residence established by will undergoes a change in property rights, whether it is obtained through registration according to Article 368 or inheritance according to Article 230. The legal effect of the registration form on the establishment of the right of residence is also unknown. The lack of citing legal provisions will not be conducive to guiding judicial practice in judgment work, increasing the probability of different judgments in the same case during trials, and not conducive to protecting the legitimate rights and interests of residents. Therefore, it is necessary to further clarify the rules for property rights changes established by will.

### **3.3. Shortcomings in the registration standards for establishing residency rights through wills**

On the one hand, there are still issues with the subject of registration obligations. The current legislation does not explicitly state that registration has the effect of causing a change in the right of residence established by a will. However, for residents, regardless of whether there is an effect of property rights change, they can apply for registration with the real estate registration department in accordance with legal provisions. In practice, the real estate registration department has also accepted a large number of matters related to the registration of residential rights. However, due to the lack of clear provisions in the existing guidelines on the subject responsible for handling the legal obligation of registering the right of residence, residents often face situations where registration is not possible in practice, and their legitimate rights and interests are often not fully protected. In the process of obtaining the right of residence through testamentary inheritance, due to various reasons, heirs often cannot register their right of residence in a timely manner. Based on this situation, even if the inheritor has obtained the right of residence but fails to register for various reasons, the right of residence may not have a public effect in legal terms and may still hinder their exercise of the right. Imagine that at this time, the owner of the house signs a house sales contract with a third party in good faith and sells the house, without informing them of the existence of the right to reside on the house, and the third party in good faith has no way of knowing. Due to the fact that the right of residence enjoyed by the holder has not been registered, when the third party in good

faith acquires the residence, they have the right to claim that the lack of registration of the right of residence does not have public credibility, and therefore deny the existence of a burden of the right of residence on the residence. This will hinder the exercise of the right of abode by the holder, and may even lead to the loss of the right of abode. On the other hand, there are still differences in the application methods for registration. In the case of establishing the right of residence through a contract, the Provisional Regulations on Real Estate Registration stipulate that both parties to the contract have the right and obligation to apply for registration. In the case of establishing the right of residence through a will, the academic community and some cities have issued operational norms for the registration of the right of residence, and some practices have shown that the registration application for obtaining the right of residence through testamentary inheritance can be unilaterally applied for by the right of residence holder, or jointly applied for by the right of residence holder and the estate administrator or the inheritor of the residence. In addition, some regions also adopt the principle of joint application, with the exception of unilateral application by the right of abode holder, for registration and application. Make corresponding flexible handling methods based on different specific situations. In fact, although many cities have already introduced specific application registration rules, the application registration methods for the establishment of residential rights through wills in the registration regulations of residential rights vary from place to place. Therefore, in order to achieve a balance between protecting the legitimate rights and interests of residents and improving work efficiency in practice, the author believes that it is still necessary to further optimize the registration path of residential rights.

### **3.4. The procedure for relief of the right to residence established by will is missing**

In the process of establishing the right of residence through a will, various situations often arise that result in the inability to establish the right of residence, infringement of the rights of the right holder, and the inability to effectively remedy their legitimate rights. Firstly, in practice, there may be situations where the testator makes multiple wills. If the testator established the right of residence for others in the previous will, but there is no relevant provision of the right in the final valid will, or it is explicitly stated that the previously made will is invalid. So does the person who was originally granted the right of residence have a way to remedy their rights when facing housing issues. Secondly, according to Articles 1161 and 1162 of the Civil Code, heirs and legatees are responsible for the taxes and debts that the testator is legally obligated to pay. Therefore, in the process of repaying inheritance debts, if there are situations where the estate administrator deals with the estate at a low price, carries out inappropriate inheritance debt repayment, or uses the estate to repay personal debts, resulting in the inability of the heir to obtain the right of residence, it will seriously damage the legitimate rights and interests of the right of residence holder. Finally, in the process of registering the right of residence, it is assumed that the registration of the right of residence requires the participation of entities other than the holder of the right of residence. So when the registration obligation subject other than the holder of the right of residence fails to perform or fully performs the registration obligation, or when the property rights of the house that establishes the right of residence change, damage, loss, etc., resulting in the inability to perform, the legitimate rights and interests of the holder of the right of residence are difficult to be protected. Therefore, improving the right to housing relief procedures and properly addressing the housing issues of vulnerable groups are of great significance for further safeguarding the legitimate rights and interests of residents and maintaining social harmony and stability.

## **4. Suggestions for Improving The Establishment of Residential Rights Through Testamentary Means**

### **4.1. Clarify the formal requirements for establishing residency rights through a will**

Legislators explicitly require some contracts to be in written form primarily to serve as a warning in legal form. Reserve necessary evidence and provide supporting materials for potential disputes in the future to prevent the occurrence of different opinions. However, compared to contracts, wills belong to unilateral civil legal acts due to their unique nature, and the law allows the testator to enter into wills in various forms. The main significance of a will is to enable the deceased to distribute their property according to their true wishes after their death. Moreover, the content of the communication between the two parties is not an element of the content of the will, and its determination is entirely based on the unilateral intention of the testator. In the case of establishing residency rights through a will, the form of a written contract establishing residency rights can provide a reference for establishing residency rights through a will, but cannot serve as a basis for restricting its establishment form. Although the establishment of the right of residence involves significant interests of the parties involved, the core content mainly concerns the location and duration of residence, without other major disputes. Oral expression does not affect the completeness and authenticity of the testator's expression of intention. In addition, a will is an expression of the testator's true will before their death. If the testator's right to residence is forcibly restricted in the form of a will, it will further limit the testator's freedom and violate the principle of autonomy of will in civil law. Therefore, for oral wills established by the deceased in critical situations, based on considerations of respecting the deceased's true will and substantive fairness, and meeting the formal requirements, the disposal of various properties in the oral will should be recognized, that is, the validity of the content of the right of abode established in the oral will should be recognized.

### **4.2. Clarify the rules for property rights changes that establish the right of residence through a will**

According to the inheritance code regarding the handling of inheritance, after the death of the deceased, the testamentary heirs become joint members of the heirs and acquire property from the time of inheritance. At this time, the heirs jointly own the common estate, but the specific share is not specified. This is a property change caused by joint inheritance in the first stage. In the second stage, the inheritance is divided and there are two theories for property rights changes, namely transfer doctrine and declarative doctrine. Transfer doctrine holds that the division of inheritance has the effect of creating or changing property rights, and each heir acquires property rights from that stage. Declarative doctrine holds that the effectiveness of property rights changes in the corresponding part of the estate acquired by each heir at that stage should be traced back to the beginning of the inheritance. Our country adopts a declarative approach, therefore, no new changes in property rights occurred during this stage. Therefore, under the current legal system in our country, from the beginning of inheritance. The inheritance of property rights by testamentary heirs is consistent with Article 230 of the Civil Code. This property rights change rule can be specifically applied to obtaining residency rights through will. If the right of residence is established through testamentary inheritance, the provisions of Article 230 shall apply. The testamentary heir obtains the right of residence at the beginning of inheritance, and registration does not have the legal effect of creating rights. In addition, the effectiveness of registration can be governed by the rules of registration declaration. If the holder of the right of residence applies for registration of the right of residence, the main function of this registration is to inform third parties of the burden of rights

on the real estate, strengthen the publicity effect of property rights, and avoid unnecessary disputes.

#### **4.3. Establish registration standards for applying for the establishment of residential rights through testamentary means**

In improving the registration standards for establishing residential rights in wills, the following aspects can be considered. Firstly, clarify the status of the registration obligation subject of the estate administrator. Due to the lack of clear legal provisions regarding the registration obligation for the establishment of residential rights through a will, the residential rights of testamentary heirs are often difficult to fully protect, which can easily lead to judicial disputes. In judicial practice, the people's court believes that the parties should register in a timely manner to avoid potential disputes. However, in current legal regulations, registering the right of residence through a will is not a mandatory obligation. This also makes it difficult to carry out registration work. Therefore, we can start with the system of estate administrators and designate them as the subject of registration obligations. Articles 1145 to 1149 of the Civil Code have clearly stipulated the selection and responsibilities of estate administrators. Therefore, choosing the estate administrator as the registration subject for the right of residence can effectively handle the work of estate division in terms of institutional implementation and efficiency improvement, and safeguard the residential rights and interests of heritage rights holders. Secondly, it should be clarified that the application for registration should follow the principle of joint application, with the exception of unilateral application by the right of abode holder. If only joint application is allowed, when the estate administrator is unwilling to cooperate with the application, it often leads to a deadlock in the establishment and registration of the right of residence, which cannot protect the legitimate rights and interests of the right of residence holders. If only the right of abode holder applies unilaterally without considering the situation of unilateral application without any counterpart, it is not conducive to the substantive examination of the registration application process. Therefore, in the registration rules for establishing the right of residence through a will, the author believes that generally, the registration application method should follow the principle of joint application, with the exception of unilateral application by the right of residence holder. After the death of the testator, due to the registration obligation of the estate administrator, when the estate administrator is the successor of the house, the estate administrator and the right of residence jointly apply for registration of the right of residence. When the estate administrator is not the successor of the house, registration can be handled jointly by the estate administrator, the successor of the house, and the holder of the right to reside.

#### **4.4. Optimize the remedy path for establishing residency rights through testamentary means**

In the stage of joint ownership of property during inheritance, the debts and taxes of the deceased should be repaid first. At this point, it is necessary to first consider the debtor's order of repayment regarding the establishment of a residential property. Considering that the right of residence established by a will has a high degree of human rights attributes and is related to the vital survival interests of the rights holder. Therefore, in order to better fulfill the will of the testator and ensure the housing needs of the holder of the right of residence, the immovable property involved in the right of residence should be placed at the back of the settlement of ordinary debts. When the other property of the deceased is insufficient to repay the debt and can only dispose of the house with the right of residence, based on the principles of limited inheritance and general inheritance, the right of residence is extinguished. When the estate of the deceased is sufficient to repay the debt, if the estate administrator places the house with the right of residence in front of the debt, or commits other intentional or grossly negligent acts such as handling the estate at a low price, conducting inappropriate debt repayment, or using

the estate to repay personal debts, resulting in the inability of the heir to obtain the right of residence, the testamentary heir has the right to demand that they bear corresponding civil liability in accordance with Article 1148 of the Civil Code. This principle of repayment also fully reflects the protection of the right to residence, which is a survival attribute right. After the debt repayment of the deceased is completed, if the house with the right of residence still exists, it enters the stage of dividing the inheritance's property. It is worth clarifying in this stage that the estate administrator should have the obligation to assist or prompt the inheritor to handle the registration of the right of residence. In the event that the estate administrator fails to perform or fully performs this duty, the testamentary inheritor may have the right to hold the estate administrator responsible for their negligence in performing their duties. In addition, as the right of residence of testamentary heirs is obtained from the beginning of inheritance, even in the absence of property registration, they can still obtain protection of their right to claim property rights and maintain their legitimate rights and interests in accordance with Article 8 of the Interpretation of the Supreme People's Court on the Application of the Property Rights Part of the Civil Code of the People's Republic of China (I). When the registration procedures for the right of residence have been completed and the public disclosure requirements for property rights have been met, the inheritor of the house signs a house sales contract with a third party and completes the registration to transfer the ownership of the house to the third party. The right of residence that the resident should have enjoyed will not be affected as a result.

## 5. Conclusion

As an important livelihood issue, the legislative design and practical operation of the right to housing system have received widespread attention from society. When the Civil Code of our country was formulated, it actively responded to the national call and established a housing right system to meet the needs of people's livelihood. Relevant registration regulations were also introduced, providing an efficient and convenient legal path for resolving housing right disputes. However, the Civil Code only provides a basic framework for the system of residence rights. The existing relevant laws tend to be general provisions, and the specific rules for the application of the right to housing system have not been clearly defined. Due to the lack of legal guidance as a basis, judges have greater discretion, which often leads to the phenomenon of different judgments in the same case in judicial practice. Therefore, China urgently needs to adjust and improve various aspects of the application of the right to housing. Especially in the establishment of residency rights through wills, the technical provisions of "reference application" alone are too concise and abstract, and cannot adapt to and solve complex situations that arise in practice. Legislators should attach importance to the refinement of rules and the improvement of functions for establishing a system of residence rights through wills, and provide more detailed and specific judicial interpretations and registration standards for the "reference application", in order to unify and regulate practical work in various regions, achieve the coordination of interests between residents and other rights holders, and truly realize the social significance of housing security through the establishment of a system of residence rights through wills.

## Acknowledgments

We thank Anhui University of Finance and Economics very much. This work was supported in part by a grant from Anhui University of Finance and Economics.

## References

- [1] J.S.Feng: Research on Difficult Issues in the Application of Residential Rights Norms in the Civil Code, Research on Rule of Law, (2023)No.3,p.95-105.
- [2] J.Xiao: Research on the Establishment of Residential Rights in Wills: Based on the Cross Disciplinary Perspective of Inheritance Law and Property Law, Journal of Comparative Law, (2023)No.1,p.126-141.
- [3] Q.Zheng: Systematic Interpretation of the Establishment of Residential Rights in Wills, Contemporary Law, (2023) No.2,p.100-110.
- [4] Z.G.Xi :Legal Doctrinal Analysis of Residence Rights, Nanjing Journal of Social Science, (2020)N0.9,p.89-97.
- [5] Y.D.Liu: The Improvement of Formal Requirements and the Effectiveness of Formal Defects in Wills from the Perspective of Civil Code Compilation, Journal of Shanghai University of Political Science & Law, (2019) No.5,p.90-100.
- [6] Y.Wang: The Normative Construction of Establishing Residential Rights Through Testamentary means, Contemporary Law, (2023)No.5,p.42-53.
- [7] Y.J.Li: On the Systematic Positioning of the Right to Residence in the Civil Code, Journal of Comparative Law, (2024)No.1,p.63-75.
- [8] L.Li: On the Distinction and Normative Construction Between the Establishment of Residential Rights by Will and Narrow Inheritance, Tsinghua Law Review, (2024)No.2,p.161-176.