Landlord and Tenant Review Questions 2020

1. A tenant moved out of the dormitory at a state college and rented a one-bedroom apartment not far from campus. She signed a one-year lease and moved in on September 1, two weeks before classes began. Rent was specified in the lease to be $750 per month. When classes began, she started walking from her apartment building to the college, and quickly found that the walk, much of which was on a busy street with no sidewalks, was much more difficult than she had thought it would be. After a month, the tenant moved out when she found another apartment. She sent the landlord the keys, together with a note apologizing for the sudden departure. The landlord immediately cleaned up the apartment and placed an ad in the paper. Since school had already started, it was difficult to find someone to take the apartment, and when the landlord found someone, the rent had to be lowered to $620. Which of the following is the most accurate statement concerning the landlord’s rights?

(A) The landlord was obligated to attempt to re-rent the property to help lower the tenant’s damages but will be able to recover his costs of the re-rental, any unpaid rent until he re-rented the apartment, and $130 per month for the balance of the lease.

(B) The landlord was not obligated to attempt to re-rent the property to help lower the tenant’s damages, but since he did he will be able to recover the costs of re-rental, any unpaid rent until he re-rented the apartment, and $130 per month for the balance of the lease.

(C) The landlord was obligated to attempt to re-rent the property to help lower the tenant’s damages, but will be unable to recover the costs of the re-rental since it was mandatory; however, he will be able to recover the difference in rent between what the tenant promised to pay and the amount secured on the re-rental.

(D) The landlord was not obligated to attempt to re-rent the property to help lower the tenant’s damages, and under these facts the tenant is only liable for the unpaid rent up to the time the landlord retook the apartment, and is not liable for any unpaid rent up to the re-renting, nor for any deficiency in rent.

**YOU MUST EXPLAIN YOUR ANSWER**

2. Carlos rented space in his office building to Silvia at a monthly rent of $2,000 with the term scheduled to expire on June 30, 2008. After Silvia had taken possession, she decided to move her business to another location. She had a friend, Medici, who was willing to pay $2,400 per month for the office space. They entered into an agreement, denominated a “Sublease,” pursuant to which Medici was to take possession and pay Silvia $2,400 per month through June 30, 2008. Medici took possession and timely paid the agreed-to rent to Silvia for all succeeding months of the term. Silvia, however, stopped paying rent to Carlos five months before expiration of the term. Carlos brought an action to recover five months of rent ($10,000) against both Silvia and Medici. Which of the following statements best supports an argument that Carlos should obtain judgment against Medici?

a. Medici agreed to pay a higher rent than Silvia was obligated to pay to Carlos.

b. Silvia did not retain a reversion when she leased the space to Medici.

c. Carlos is a third-party beneficiary of Medici’s promise to pay rent to Silvia.

d. Medici became obligated to pay rent to Carlos by privity of contract.

e. Medici expressly assumed Silvia’s obligation to pay rent to Carlos.

**YOU MUST EXPLAIN YOUR ANSWER**

# 3. A tenant had been leasing an apartment from a landlord for more than 10 years. There was no written lease; however, the parties had agreed orally, at the beginning of the rental, what the rent would be per month. The tenant left a check for each month’s rent in the landlord’s mailbox on the first day of that month, without fail. On September 10, the landlord handed the tenant a handwritten note stating that the lease was to be terminated effective that October 1. On October 1, the tenant placed a check for the rent in the landlord’s mailbox and the landlord brought an action for unlawful detainer against the tenant.

Who is likely to prevail?

## The tenant, because in the absence of a statute, six months’ notice of termination is required.

## The tenant because a full month’s notice is required.

## The landlord, because there is no written Lease, and therefore this is a tenancy at will and only reasonable notice is required.

## The landlord, because this is a tenancy at sufferance, and therefore no notice is required to end the tenancy.

**YOU MUST EXPLAIN YOUR ANSWER**

4. Laurie Lovett leased a building in Smyrna, Tennessee to Terry Thompson for the operation of her bakery called “Cakes and Other Sweets” for a three (3) year term. The written lease agreement between the parties prohibited alterations to the premises without the consent of the landlord and required monthly payment of rent in the amount of $500. In the second year of the lease term, without the consent of Ms. Lovett, Ms. Thompson made significant alterations to the premises, including, installing several new walls to create a room that would include a new oven for baking larger cakes. She also failed to pay rent during the month such alterations were made. Ms. Lovett’s lawyer immediately sent Ms. Thompson a letter stating that Ms. Thompson was in default of the lease because of the failure to pay rent and making alterations without landlord’s consent. The letter gave Ms. Lovett 14 days to cure the default or landlord would exercise its remedies. Ms. Thompson did not respond and continued to operate her business on the premises. On the fifteenth (15th) day after the first letter was sent, Ms. Lovett’s lawyer sent another letter to Ms. Thompson which stated that the lease agreement was terminated in accordance with terms of the lease agreement, and later that day, Ms. Lovett entered the premises (after business hours when Ms. Thompson and her employees were not there) and changed the locks. When Ms. Thompson was unable to get into the space the next day, Ms. Thompson engaged a lawyer who sued Ms. Lovett for wrongful eviction and sought damages. In most jurisdictions, the court will likely hold as follows:

(a) For Ms. Lovett because Ms. Thompson was in default and failed to cure the default prior to the termination of the lease agreement.

(b) For Ms. Lovett because her self-help repossession was done after business hours in a peaceful manner.

(c) For Ms. Thompson because self-help repossession in the absence of abandonment by the tenant is unlawful in most jurisdictions.

(d) Ms. Lovett wins because of both (a) and (b).

**Please explain your answer**