

T. Sullivan

Landlord-Tenant Law
Midterm Exam

1. Several years ago, Larry Farmer hired Tom (a farm worker) to help manage the harvest at Larry's apple orchard. Tom has lived on the farm since going to work for Larry. After a disagreement on a few matters, Larry fires Tom and bars him from the property. Tom comes to you seeking advice as to how to preserve his living arrangement.

2. Harry owns a hotel at Salisbury Beach. All rooms are filled. He keeps the rates very low by not providing any maid service or furniture other than the beds. All guests pay in advance for each week they plan to stay. Most guests have been at the hotel for several months. All license fees and permitting fees are paid up to date. The license is prominently on display in the hotel lobby. One guest has a wild party that goes through the night. After getting many complaints, Harry changes the locks on the hotel room, and orders the guest off the property. The guest seeks your legal advice.

3. Supposing the same facts as question 2 above, except Harry does not change the locks or take any steps to remove the guest. Many other guests complain about the rowdy party habits of this wild man. They come to you seeking your legal advice about what to do.

4. Larry owns a two-family house. He lives on one side, and a tenant lives on the other subject to the terms of a written lease. The rent is \$900.00 per month. The lease expires on September 30th. On October 1st, tenant pays \$900.00 to Larry. Two weeks later, tenant came home drunk at 2:30 a.m. and caused a disturbance resulting in his arrest. Larry told tenant he had to vacate the property because the lease had expired, and tenant had no right to stay beyond September 30th. Tenant seeks your legal advice.

5. Larry owns a single family house which he rents out to a tenant-at-will for \$1,000 per month. After eighteen months under this arrangement, Harry decides to increase the rent. He kindly informs tenant that the rent is going to be \$1,200.00 beginning November 1st. On November 1st, tenant pays \$1,000.00, and Larry responds by terminating the tenancy for non-payment of rent. Tenant hires you to represent him in housing court.

6. Lori, an elderly woman, inherits a house from her brother. She already has her own residence, so she rents out the inherited house to her old college roommate. Things go along very well for many years, until Lori's son gets involved and convinces Lori to deed the house over to him so the nursing home won't get it in the event she needs long term care. Shortly after deeding the house over, Lori's son decides to evict the tenant for no cause. He sends a legally sufficient thirty-day notice to quit. As upset as the tenant becomes over this whole change of circumstances, she has no defenses to the eviction action. She comes to you for a will, and happens to mention this unfortunate occurrence.

7. Jeff is a troubled young man who has fallen on hard times. He has lost his job, none of his five ex-wives will acknowledge him, his parents and siblings don't talk to him, his health has deteriorated, and he has developed a severe alcohol addiction. He has absolutely no money, and his only income is \$350.00 per month from SSDI. A week ago he moved into a rooming house. Last night, he got into a fist-fight with the owner of the rooming house, and was immediately served with a Summary Process Summons and Complaint. He is furious that the property owner didn't have the decency to give him a notice to quit. He asks you to represent him at trial.

8. Suppose the same facts as question 7 above, except that Jeff did not fight with anyone. Without any incident or disturbance of any kind, Jeff is suddenly served with a Summary Process Summons and Complaint. No notice of termination was given to him. How would you defend?

9. Tenant gets a 14-day notice to quit for non-payment of rent. There is good news and bad news for tenant. The bad news is that this was the fourth time his tenancy was terminated within the past six months. The good news is that he hit the lottery the day after getting the most recent notice to quit, and was able to cure the non-payment right away. Soon thereafter, he gets a summons and complaint served on him. Insulted, he comes to you insisting he owes no rent whatsoever. He has proof, and can't wait to present all his receipts at trial.

10. Tenant rents an apartment from landlord. He signs a written lease for a term of one year. Twelve months later, tenant gets served with a summons and complaint. He swears he never got a notice to quit. He doesn't mind paying a fee to an attorney since he has such a strong case of failure to properly terminate the tenancy. He asks you to represent him, and he even brings in a written Motion to Dismiss for failure to terminate the tenancy. After you deposit the retainer, what advice would you offer, and how would you pursue the matter?

MASS Landlord-Tenant Law

Timothy Sullivan

Mid Term Exam

Prep. Questions (re: Termination of Tenancies)

1. Landlord and Tenant enter into a written lease. The term runs from January 1st through December 31st. Initially, all is working out well. A few months later, however, landlord's son flunks out of college and is coming back to the apartment, and seeks your advice as to how to proceed. How soon can landlord get possession?

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4. Landlord and Tenant enter into a written lease whereby Tenant will reside in an apartment beginning January 1st until December 31st for \$1,000.00 payable by the first of each month. Two months later, Landlord dies. Landlord's executor, as the first official act, demands that Tenant vacate the apartment within seven days. Executor is told to go to Hell. Executor shows up at your office seeking your help evicting Tenant. He informs you that he graduated from law school in 1945, and was taught that the death of a party would terminate a tenancy by operation of law. What would be your advice?

5. Landlord and Tenant enter into an oral lease, whereby Tenant would reside at an apartment for one year beginning January 1st at a rate of \$750.00 payable the first day of each month. At the end of the initial term, Landlord informs Tenant that the new rent amount is \$1,000.00 beginning January 1st. Tenant pays \$750.00 to Landlord on January 1st. On January 2nd, Landlord comes to your office and asks you to serve a fourteen-day notice to quit upon Tenant for non-payment of rent. What do you advise?

6. Landlord and Tenant enter into an oral agreement, whereby Tenant would reside at an apartment for one year (January 1st through December 31st) at a rate of \$750.00 payable the first day of each month. Tenant continues to pay his rent each month. In April, Tenant buys a house, and immediately informs Landlord in writing that he will vacate the apartment at the end of May. Tenant vacated in May owing no rent. In June, Landlord is upset that Tenant failed to pay any rent. He comes to your office, and wants a letter from you to Tenant demanding that \$750.00 be paid every month through December as initially agreed.

7. Landlord and Tenant enter into a written agreement, whereby Tenant would reside at an apartment for one year (January 1st through December 31st) at a rate of \$750.00 payable the first day of each month. Tenant continues to pay his rent each month. In April, Tenant buys a house, and immediately notifies Landlord in writing that he will vacate the apartment within seven days.

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Midterm
Practice Questions

Tenant vacates the apartment in April owing no rent. In May, Landlord is upset that Tenant failed to pay any rent. He comes to your office seeking a letter from you demanding that \$750.00 be paid by the first of each month through December as initially agreed. What do you advise Landlord? Is Tenant's seven-days notice to vacate adequate.

8. Landlord and Tenant enter into an oral agreement that Tenant will reside in an apartment for a year, provided Tenant pay \$800.00 by the first day of each month. Tenant is a thirty-five year old jail bird, who is very happy to get a second shot at proving himself. He is grateful to Landlord for giving him an opportunity and for forty years things work out great. In late January, Landlord's wayward son appears on the scene after getting kicked out of his apartment for non-payment of rent. Landlord wants to help the boy out, and decides that he can live at Tenant's apartment. He notifies Tenant that the tenancy is terminated effective at the end of February. Tenant refuses to vacate, and on March 1st, Landlord begins eviction proceedings by serving legally sufficient court documents upon Tenant. Tenant comes to your office seeking your help. What do you advise?

9. Landlord and Tenant enter into a written lease, whereby Tenant would reside in an apartment for a year (January 1st through December 31st) provided Tenant pay \$800.00 by the first of each month. Tenant is a thirty-five year old jail bird, who is very happy to get a second shot at proving himself. He is grateful to Landlord for giving him an opportunity, and throughout the tenancy, things work out great. In late December, Landlord's wayward son appears on the scene after getting kicked out of his apartment for non-payment of rent. He had been living in Connecticut, and after failing to pay December rent, came home from work on December 2nd to find all his belongings on the street. He went to an attorney named Andre, and after paying a hefty fee, he got yelled at by attorney Andre for not paying his rent. Attorney Andre told Tenant he should consider himself lucky that his stuff wasn't sold by his landlord and the proceeds applied to unpaid rent. After wandering around in a daze for a few weeks, Landlord's distraught son finds his way back to Massachusetts where the laws are much more balanced. On January 6th, Tenant is shocked to come home from work to find a Summons and Complaint on his door. Tenant comes to your office the next morning seeking your help. He is outraged that Landlord took such drastic action without any advanced warning. There wasn't even a Notice to Quit served yet. What is your advice? After meeting with you, and learning that the case could drag on for weeks, Tenant decided it was fair to pay rent until the case was resolved.

10. Tenant vacated his apartment after Landlord terminated his tenancy for non-payment of rent. Although Tenant's live-in girlfriend was not on the lease, she paid the rent for a few months earlier in the year when Tenant lost his job, and Tenant assumed she continued to pay. He was embarrassed about everything, and left the apartment in a rage the day the notice to quit arrived, telling his now ex-girlfriend he was through with her too. When he vacated, Tenant took his pick-up truck, and would not let his girlfriend use it to move her stuff out of the apartment. Landlord took the matter to court and got a judgment against Tenant. Landlord leaves a notice at the door that a moving company will clear out the apartment Friday. The girlfriend needs a little more time to vacate, and even agrees to pay for that time. How would you proceed?