

Mass Landlord-Tenant
Law

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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 home. Landlord wants to put his son up at the apartment, and seeks your advice as to how best to proceed. How soon can landlord get possession?
2. Landlord and Tenant enter into a written lease. The term runs from January 1st through December 31st. Rent is due by the first of each month. Initially, all is working out well. In July, however, no rent is paid. August and September come and go with no rent paid. It is now September 5th, and Landlord is getting anxious. He seeks your advice as to how to proceed.
3. Landlord and Tenant enter into an oral 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. After leaving the Probate Court with his appointment in hand, the executor of Landlord's estate, in his first official act as executor, bangs on Tenant's apartment door, and tells him to move within seven days. Tenant wants to stay until the end of the year term, and comes to you seeking advice. What is the first thing you say? Who has standing?
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.

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?