GOOD LUCK!

You have three (3) hours to complete the exam. When I call time after three hours, you are to bring up your exam Immediately.

When you are finished, please put your blue books and this exam booklet into your scrap blue book and hand them in.

Please do not use your own scrap paper. You may use a blue book as scrap paper. Please write in your room.

This is a close-book examination. Other than writing implements, you are not to have any materials on your table or in your room. Please place all books, scrapbooks, notebooks, briefcases, etc., at the side or front of the table. No cell phones or other electronic devices are allowed.

In answering questions, you are not allowed to reference any other body of work or materials. Please do not write your name on the exam booklet. You are not to include any social security numbers or any other identifying information on your exam booklet which might reveal who you are.

Time should not be a factor. You will see that each essay calls for very focused answers. If you stick to the pertinent issues, you will have to work quickly and efficiently. This exam consists of eleven (11) short essay questions. You must answer them all. There is

Peter M. Malnagu

SPRING, 2002
FINAL EXAMINATION
LANDLORD-TENANT
The Seller, a very nice man who wasn't living in the home, agreed. On the day of
30 days prior to closing, he offered to pay carrying costs (fuel, electricity, insurance, etc.)
was signed. A week after he paid the $597,950, Buyer agreed whether he could move in
agreed to sell Blackacre to Buyer. The closing was scheduled for 60 days after the purchase
Seller and Buyer executed a purchase and sale agreement (P & S) under which Seller


A. The periodic tenancy is a year-to-year tenancy. The cycle begins on July 1, 2000

B. The periodic tenancy is a year-to-year tenancy. The cycle begins on July 1, 2000

C. The periodic tenancy is a month-to-month tenancy. The cycle begins on July 1, 2000

D. The periodic tenancy is a month-to-month tenancy. The cycle begins on July 1, 2000

Questions

1. Larry and Terry entered into a written lease for Blackacre on July 14, 2000. The lease provides for one year in terms of the periodic "tenancy" of each "periodic" year and ends on June 30, 2001. Each periodic tenancy is one year long. Terry claims that Larry is required to give 60 days' notice to quit this tenancy in order to exercise his option to purchase on October 1, 2002. Larry claims that the agreement from Larry for $100,000 a month. On August 10, 2001, Larry offered to rent the amount of $9,900, payable in monthly installments of $750, on or before the first day of each month. Larry lives on Blackacre without incident. On August 1, 2001, Larry became a tenant on Blackacre. Larry hired a lawyer for $750 on or before the first day of each month. On January 1, 2001, Larry provided for rent in that began on August 1, 2000 and ended on July 31, 2001. The lease provided for rent in

2. Under Massachusetts law, please fully explain your answer.

3. Under Massachusetts law, please fully explain your answer.
Suppose that Buyer assigned the lease to capulet with Lincoln's permission, and...

C. With

B. With

A. With

To the following questions: Please fully explain your answers assigned to Buyer in writing and without permission. Please fully explain your answers assigned to Buyer in writing and without permission. In July, 1998, Lincoln permitted Teley to assign to Apple. In July, 1998, Apple

On January 1, 1987, Lincoln entered into a four year written lease with Teley for an apartment in Lincoln's apartment house. The lease required Teley to pay the rent on a monthly basis, and forbade Teley from assigning without Lincoln's permission. In August 1992, Lincoln received notice from Apple that Teley had assigned the lease to Apple. Lincoln served notice on Apple requesting Teley to assign the lease to Apple. In August 1992, Lincoln received notice from Apple that Teley had assigned the lease to Apple. Lincoln served notice on Apple requesting Teley to assign the lease to Apple. In August 1992, Lincoln received notice from Apple that Teley had assigned the lease to Apple. Lincoln served notice on Apple requesting Teley to assign the lease to Apple.

Based on the only date you choose in answering question 5A., the discovery request were initially served, on what date would the trial be held?

E. Based on the only date you choose in answering question 5A. of discovery request discovery be due?

D. Based on the only date you choose in answering question 5A. on what date would

C. the answer be due?

B. Based on the only date you choose in answering question 5A. on what date would

A. Based on the only date you choose in answering question 5A. on what would the trial be held?

Today is Thursday, May 23, 2002. Assuming that a 4 day notice to quit can be

Please refer to the calendar attached to the back of this exam, and fully explain your

asked to move in early?

C. If you had represented Seller, what advice would you have given when Buyer

B. Will Seller have to commence an eviction action, or can he forcibly remove the

A. Is B a tenant or a trespasser?

Your answers to the following questions:

Buyer or so at the very least, he can sell the home to someone else. Please fully explain closings. Buyer refused to close and refused to move out. Seller figures he needs to get
Smith’s initial entry into the apartment before obtaining the warrant was not justified by
Tenn and Taylor to suppress all evidence seized from the apartment. He found that
Class B drugs, with intent to distribute, and possession of Class D drugs with intent to
Tenn, for illegal possession of weapons, illegal possession of ammunition, possession of
The Commonwealth immediately initiated criminal proceedings against Tenn and
Tenn’s jacket. A bag of cocaine was found in the pocket of a child’s jacket.

The search warrant issued and Smith conducted a search. The search revealed a sawed-off shotgun, a 22
issued and Smith conducted a search. The search revealed a sawed-off shotgun, a 22
search warrant at Davenport. The search warrant was
search warrant at Davenport. The search warrant was
He then secured the unit, and removed the sawed-off shotgun. He then went to obtain a
He then secured the unit, and removed the sawed-off shotgun. He then went to obtain a

Unsuccessfully to locate Tenn, Smith spoke with the tenant and spoke with the manager and one of the exterminators.

When the exterminators suspected Tenn’s apartment on January 11, 2000, they noticed a

January 9, 2000. The notices to Tenn were slipped between her door and door-frame.
11.1.999, 11 tenant notices to tenants to that effect in late December, 1999, and again on
Corcoran had scheduled extermination work in the units in Tenn’s building for January

Corcoran chose that neighbors perceived him to have been living in the apartment for two years.

WILLIAM TAYLOR, an unofficial occupant of the apartment, came to visit Tenn every two or

Tenn’s apartment is a residence of 816 Palm Court, which is part of Commonwealth

Dogma moved out. What is Dogma’s best defense to that suit?

Dogma took possession. Lincum took possession, Lincum took possession. After 2 months of consistent loud music, Dogma
Dogma took possession. Lincum’s minor and uncounteracted son, a musician,

that cannot subsequently assigned to Dogma. Again, with Lincum’s permission,
Landlord alleged that the tenant's apartment was substantially damaged to the extent that the landlord felt the area, the photographs conclusively show that the construction work that has been done on the kitchen paint; sixteen photographs of the bathroom and five photographs of the kitchen.

Thirty-five photographs which include fourteen photographs of the kitchen.

Pay Rent. The following evidence has come in at trial:

Landlord has commenced a summary process action against Tenant for failure to

Judge Rule. Please fully explain your answer.

At trial on July 17, 1986, Tenant moved to dismiss the case. What should the

Landlord continued to take Tenant's rent checks for June 1986 and July 1986.

The landlord served a notice to quit for those violations on June 1, 1986.

1986, and that was sufficient cause for the landlord to terminate the tenancy.

Tenant violated the liquor laws on March 23, 1985; July 11, 1985, and May 27.

shall determine "(emphasis supplied):

same as the former estate, and upon entry as agreed this lease

premises of any part thereof in the name of the whole, and repossess the

in the said

former lease, (the lessor having previously, immediately or at any time

former lease, and without demand of notice, enter into and upon the said

..." then, and in any of the said cases (nowwithstanding any license of any

continue in those premises, and in part to be performed and operated,

provided also, and these premises are upon this condition, that if the

Lessor..."

Lessor and for no other purposes without the written consent of the

items and for no other purposes without the written consent of the

Lessor and Tenant executed into a commercial lease for a grocery store, with a beer and

The Lessor covenants and agrees that he will use and occupy the demised

wine license, that continuing, inter alia, the following lease covenants:

Landlord and Tenant entered into a commercial lease for a grocery store, with a beer and

possible. What should they do? Please fully explain your answer.

The BHA and Corporation want to remove all the occupants of 816 Yate Court as soon as

criminal cases were dismissed.

The Commonwealth did not appeal, and the
is a contract. Tenant $750 rent was because of all the details. Landlord claimed that a contract is a contract and that the Tenant must abide by the deal. Indeed, the reason the parties agreed on the fix them. The Landlord responds that Tenant is an intelligent adult who has made a deal, notifies the Landlord in writing of the existence of the problems, and asks the Landlord to tolerate these conditions. He just doesn’t have the spade to be in the Landlord moves in and almost immediately determines that, although he thought he could

problems with the annum.

Landlord and Tenant agree that Tenant will pay only $500 a month because of the the ceiling plaster in the bedroom and several of the electrical outlets fall to function. the living room windows is cracked, broken water comes out of the faucets, there are holes in the bathroom, the stove in the kitchen sometimes works and sometimes does not, one of the and Tenant know. The bathroom leak is leaky, there are no light fixtures in the Tenant would have been $1,000 a month. However, the place is aghast and both Landlord Tenant rents to Tenant an apartment. If the apartment had been up to code, the flat rent

behalf of the Tenant, who will prevail? Please fully explain your answer.

Assume the same facts as in question 9, but in addition to those facts, prior to the

she correct? Please fully explain your answer.

Tennant has claimed that the landlord has breached her covenant of quiet enjoyment. Is

with the Tenant a $150 per month rent to save himself some money. Before he blocked the windows he had neglected

The Landlord’s explanation for blocking the windows rather than replace them was


March 2001 and at $700.00 for the seven months thereafter through October 31.

The parties stipulated that there is unpaid rent totaling $50,000.00 at $150.00 for

$75 loaning charge.

$75 was charged, the Tenant’s boyfriend avoided having his truck lived only by paying a

writing, called a loaning service to remove a stuck item belonged to the Tenant’s

to be removed, underfed, and posed, and after the same day. Without

On one day, the Landlord caused the parking area at the apartment house premises

The photographs show that the Landlord removed and replaced one of the Tenant’s

(diminishing the apartment’s mattress). River view as shown in photographs that

there living room windows. The pictures of the apartment’s windows, the

!!!
HAPE A GOOD SUMMER
END OF EXAM

habilability, please calculate the actual damages.
Assuming the court finds the landlord to have violated the implied warranty of

D.

habilability, please articulate the proper rules to apply in measuring Tenant's
Assuming the court finds the landlord to have violated the implied warranty of

C.

Please argue that Tenant has not waived the implied warranty of habilability.
Please that Tenant has waived the implied warranty of habilability.

B.

A.

answer the following questions fully.
The Tenant counterclaims for breach of the implied warranty of habilability. Please
a notice to quit and commenced a summary process eviction action for failure to pay rent.
Tenant refuses to pay any more rent. After three months of no rent, the landlord served