

Landlord-Tenant, Part 1

1

But first, a look
back. . .



2

A Look Back

When a truck driver falls asleep at the wheel, a traffic accident results, and the lawsuit ends up in front of you. Is it a problem that the plaintiff has sued the company that employed the driver, rather than the driver herself?

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A Look Back

Sully's Used Appliances sold Stan a washing machine with \$50 down and the balance of \$100 due at the end of 10 days. If Stan didn't like the washer, Sully would refund his money and take back the washer, no questions asked. Stan liked the washer but didn't have the money to pay when the ten days ended. Stan says he'll have the money in a few weeks and has refused to return the washer. Sully's has filed this action to recover possession. Who wins?

- YES Sully's
- NO Stan

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A Look Back

A couple has asked you to travel to the beach to perform a marriage ceremony. The license is from their home county (NOT yours). How long do you have to get the license back to the home ROD's office?

- YES 10 days
- NO 60 days

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Explain Like I'm 5: Security Agreements

Imagine you're the owner of Sully's, and you just lost your small claims case to recover that washing machine. You're stuck with a money judgment for \$100. Your mistake was not having Stan sign a security agreement. When your five-year-old sees your frustration and asks about it, you tell him you learned a lesson: next time you'll have a security agreement. When he asks what a security agreement is, what do you say?

Remember this answer:

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Contract law: A lease is a contractual right to occupy property.

Landlord-Tenant Law

Property law: A lease is a thing.

Consumer protection law: Housing is a basic human right.

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Property law

Owning property is like owning a bundle of sticks.



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A lease is a stick.

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An action in summary ejectment is defined as an action brought by a landlord to recover possession of rental property from a tenant.

An action to recover possession of real property not involving a SIMPLE LANDLORD-TENANT RELATIONSHIP is not an action in summary ejectment.

A judicial official is without subject-matter jurisdiction to hear such an action.

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Most frequent small claims action - many special rules!

Residential

- No self-help eviction
- Procedural statutes very preferential for LLs
- Consumer protection statutes very preferential for TS

Commercial

- Self-help eviction okay so long as no breach of the peace
- LLs still benefit from most procedural statutes
- Consumer protection statutes NA
- Largely governed by contract

Designed to be (1) incredibly fast, and (2) incredibly cheap.

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Definition of a simple landlord-tenant relationship:

Regardless of the label attached by the parties, a landlord-tenant relationship is created when:

- (1) there is reversion in the landlord;
- (2) creation of an estate in the tenant either at will or for a term less than that which the landlord holds;
- (3) transfer of exclusive possession and control of the tenant; and
- (4) a contract.

In re Hawkins v. Wiseman, filed 7/1/2008 [30(e)]

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SE is just no use at all to reach which of the following objectives?

A guest who's overstayed her welcome.



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SE is just no use at all to reach which of the following objectives?



A ~~guest~~ adult son who's overstayed his welcome.



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SE is just no use at all to reach which of the following objectives?



A ~~guest~~ adult son roommate/lover who's overstayed his welcome.

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SE is also useless when it comes to ...

Removing your sister from the property daddy left you



Helping you sell a home on the installment plan, again . . . and again . . . and again . . . and again . . .



Forcing the live-in nanny to stop living in after you fire her.



Making the paying customer leave your hotel's residential treatment center, or group home.

Moving out the former homeowner so that you can move in to the foreclosed property.



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Four grounds for summary ejection

- Breach of a lease condition for which re-entry is specified;
- Failure to pay rent
- Holding Over
- Criminal activity

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Four grounds for summary ejection

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- Failure to pay rent
- Holding Over
- **Criminal activity**

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Breach of a lease condition . . .

Breach of a lease condition

Plaintiff/LL must prove:

- ___ landlord-tenant relationship
- ___ lease contains a forfeiture clause
- ___ T breached lease condition for which forfeiture is specified
- ___ LL followed procedure set out in lease for declaring a forfeiture and terminating the lease.

Common defenses:

- ___ failure to follow lease procedure¹
- ___ T has not breached (often due to RRAA)
- ___ waiver²

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Find the Forfeiture Clause

Small Group Exercise
pp. 11-14

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