

# Essential Elements and Common Defenses in Summary Ejectment Actions

---

## Breach of a lease condition

Plaintiff/LL must prove:

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

Most common defenses: failure to follow proper procedure, waiver

## Failure to pay rent

Plaintiff/LL must prove:

- existence of a landlord-tenant relationship;
- terms of the lease related to obligation to pay rent;
- lease does NOT contain forfeiture clause;
- LL demanded that tenant pay rent on certain date;
- LL waited at least 10 days after demand to file this action;
- tenant has not yet paid the full amount due.

Most common defenses: failure to make proper demand and wait ten days, tender

## Holding over

Plaintiff/LL must prove:

- existence of a landlord-tenant relationship;
- terms of lease related to duration;
- if lease is not for a fixed term, that proper notice was given of intent to terminate;
- tenant has not vacated.

Most common defenses: waiver, improper notice.