

Failure to Pay Rent

1. LL has a forfeiture clause in the lease providing that being more than 3 days late with the rent on more than 2 occasions in a 6-month period is a breach of the lease authorizing the LL to terminate the lease. T recently lost his job and—for the first time -- missed a rent payment. The following day, on March 2, LL demanded that the tenant make immediate arrangements to catch up the rent or else be evicted. On March 15, having received no payment, the LL filed this action for SE. Who wins?
2. LL's lease contains a provision stating that, in the event the T is late with rent, the T is aware and agrees that, pursuant to the lease, the LL is considered to have made a demand effective the moment the payment is late. T misses a payment on March 1, and LL files for SE on March 11 without having communicated with T. Who wins?
3. T knows that he's likely to have trouble paying the rent this month and discusses it with the LL, who says, "Just do the best you can—pay as much as you can as soon as you can, because I don't want to have to evict you." That conversation happened on February 27, and on March 1, the T missed the rent payment. On March 11, LL files for SE. Who wins?
4. Imagine the above conversation happened on March 1. Different result?
5. T failed to pay rent on March 1, and LL promptly demanded the rent. On March 9, LL files for SE. Who wins?
6. T failed to pay rent on March 1, and LL promptly demanded the rent. On March 9, LL accepted half the rent. On March 11, LL files for SE. Who wins?
7. T failed to pay rent on March 1, and LL promptly demanded the rent. On March 11, LL filed for SE. When the case comes to court, the T offers to pay total rent plus reimbursement for court costs, in cash right then. LL refuses to accept the sum offered, saying she's willing to forget about the money, but still wants possession, saying she doesn't want to have to come back to court every time the tenant is late. Who wins?
8. Is the result different if T is prepared to pay all past due rent but doesn't have enough cash for court costs?