

## RRAA Case Study

Toms rents a house through Able, real estate agent for the owner, Oswald. Toms signs a lease for a year, agreeing to pay \$700 month rent on the first of the month. The year is over September 30, 2019. On October 1, Toms pays the rent and Able accepts and cashes the check; Toms continues to pay rent on time until February 2020. In February, Toms pays \$500, \$400 in March, and \$0 in April. You hear the case on May 10.

Able testifies that as the agent for the owner, s/he rented the house to Toms; rent of \$700 was due on the first of the month. Able shows you the written lease signed by Toms. The lease includes an automatic forfeiture clause for failure to pay rent. Able asks that you enter judgment against Toms for possession of the premises and unpaid rent in the amount of \$1200 plus the pro-rated amount due in May (\$70).

Toms' defense: When Toms moved into the house, it had a dishwasher, which quit working on January 10. Toms called Able on the 11<sup>th</sup> and wrote to Able on January 15 requesting that the dishwasher be repaired or replaced. Able said s/he would send a repairman out when s/he got around to it. Toms testifies that s/he stopped paying rent because, despite repeated requests, Able didn't repair the dishwasher. Toms says a house without a dishwasher is worth only \$500 a month, and s/he offered to pay that amount but Able refused it.

### Able's rebuttal:

(1) It doesn't matter if the dishwasher doesn't work, because this is an action to recover possession of rental property based on a forfeiture clause triggered by failure to pay rent – which Toms just admitted to – and no counterclaim has been filed.

(2) Even if the RRAA is somehow relevant, the housing code doesn't require that a dishwasher be furnished so there was no obligation to repair it. In fact, Able says, a repair-person took a look at the machine and said it couldn't be fixed. Able says the owner isn't going to put in a new one.

(3) Furthermore, there's a provision in the lease requiring Tom to make all repairs?

Toms' response: That lease provision no longer applies because it ended September 30, 2019.

Question #1: Is Able's failure to repair the dishwasher a violation of the RRAA?

Question #2: If so, can Toms raise the violation as a defense to Able's action for possession in the absence of a counterclaim?

Question #3: Complete the table below to determine the adjusted amount of rent owed by Toms based on the evidence provided:

	Jan.	Feb.	March	April	May
Contract Rent					
FRV/Warranted					
FRV As-Is					
Amt T Paid					

Total Rent Paid: \$ \_\_\_\_\_

Total Contract Rent Due: \$ \_\_\_\_\_

Total Contract Rent In Arrears: \$ \_\_\_\_\_

Total Rent Abatement Damages: \$ \_\_\_\_\_

Adjusted Rent Due: \$ \_\_\_\_\_

SE for Able? \_\_\_\_\_

Amount of damages awarded? \$ \_\_\_\_\_

Change to FTFR: What amount must Toms tender? \$ \_\_\_\_\_