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There are 4 reasons - and only 4.

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

Normal rule in contract law: Breach of contract gives innocent party the right to sue for money damages.

Measure of damages in breach of contract case? Amount required to restore innocent party to position that party would have occupied if there had been no breach.

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Usual rule illustrated (No Forfeiture Clause)

- Our lease says no loud parties.
- Tenant has a loud party on the first of the month and thus has breached the lease.
- LL's remedy is to sue for breach of contract, collect money damages calculated based on evidence of damages LL has suffered due to T's loud party.
- Next month, T has another loud party.

Special preferential rule for LLs: The LL and T have included in the contract the rule they've agreed on if T breaches a provision in the lease: "If T violates a term we've agreed to, LL has the right to cancel our lease and make T leave." Forfeiture Clause!!!

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Breach of a lease condition

- Breach of a lease condition for which reentry is specified.
- 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 tenant's right to possession.



"If Tenant shall continue in default in the payment of any rental or other sum of money becoming due hereunder for a period of fifteen (15) days after notice of such default has been given to Tenant ... then in any such event Landlord shall have the right and option to terminate this Lease "*

"Here is a copy of my lease. As you can see, the T is required to pay \$1000 on the first of the month. T did not pay on the 1st, and on the 3rd I emailed her informing her that I had not received her rent check and that the rent was overdue. When she had still not paid by the 20th, I filed this lawsuit."

Breach of a lease condition for which reentry is specified.

- 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 tenant's right to possession.

Common defenses

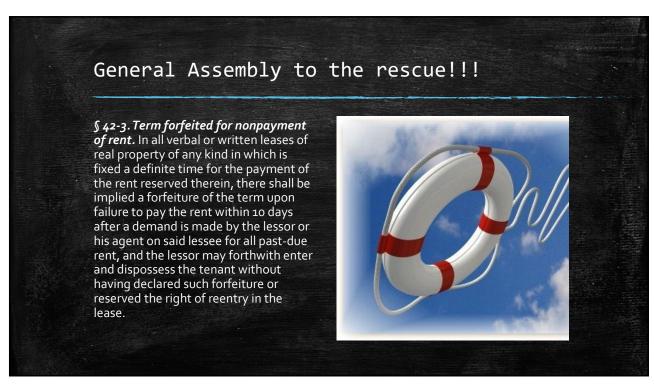
- LL failed to strictly follow procedure for termination set out in lease
- LL fails to prove that T breached relevant lease provision (often due to RRAA)
- LL continues with rental even after becoming aware of T's breach.*
- * Note GS 42-46(c)/LL can accept partial rent if written in lease/this ground only.

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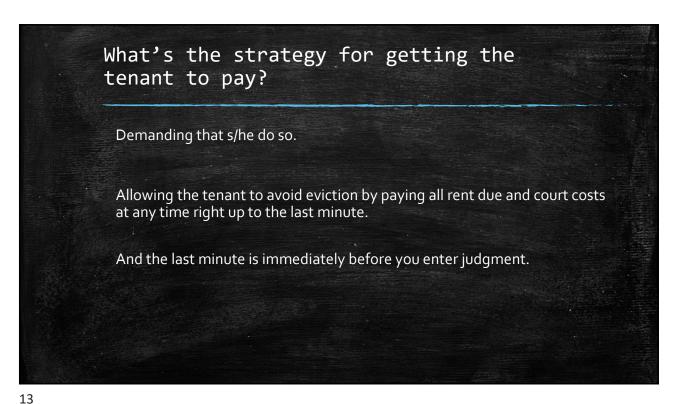
Usual rule illustrated:

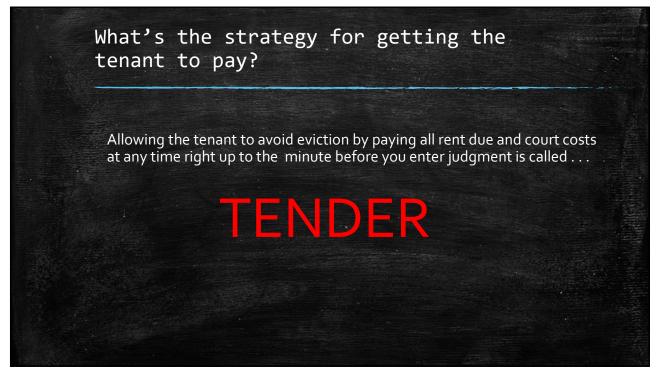
- Our lease says no loud parties-T must pay rent.
- Tenant has a loud party—fails to pay rent on the first of the month and thus has breached the lease.
- LL's remedy is to sue for breach of contract, collect money damages calculated based on evidence of damages LL has suffered due to T's loud party failure to pay rent.
- Next month, T has another loud party fails to pay rent.

Uh-oh.



The objective of this statutory ground for ejectment is to the give the landlord an enforcement mechanism to make the tenant pay rent.





Failure to pay rent Plaintiff/LL must prove: I andlord-tenant relationship I terms of lease related to amount of rent and when it is due I tenant breached the lease by failing to pay rent when it was due I LL made a clear and unequivocal demand after the rent was due that tenant pay all past-due rent LL waited at least 10 days after demand to file action T has not yet paid the full amount owed.

Failure to pay rent: Common defenses

___ T does not owe rent because
___ T has paid all rent due
___ LL's violation of the RRAA offsets total amount of rent due
___ LL failed to make proper demand because
___ LL made demand before rent was due
__ demand was not clear and unequivocal
__ LL failed to wait ten days after demand before filing complaint
__ This ground is not available because lease contains a forfeiture clause
__ The tenant tenders (i.e., offers to pay) the full amount of rent due plus court costs in cash prior to judgment.

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Failure to pay rent You're enforcing the contract You're enforcing the statute despite the contract Can apply to any rule LL wants LL chooses procedure Tender not available Failure to pay rent You're enforcing the statute despite the contract Applies ONLY to default in rent Demand/10 days mandatory Tender is an absolute defense.