

Review Questions on Summary Ejectment

IMPORTANT: In every case, first determine the grounds for SE.

1. T signed a lease for one year. Lease says nothing about notice required to terminate. When the year ended, T continued to occupy the property. LL files for summary ejectment. T defends on ground that LL failed to give notice of termination. Who wins? What legal principle explains your answer?
2. T had a lease for one year, with rent payable at the first of each month. At the end of the year he remained on the property and continued to pay rent. Six months later, LL filed a summary ejectment action on the ground that T held over after the one-year lease. (He's decided he could get more money if he rented to a new T.) Who wins? What legal principle explains your answer?
3. LL and T have an oral lease agreement to rent an apartment on a month-to-month basis for \$250/month. T agreed to pay \$250 and move in on July 1. He paid for July and August, but on Sept. 1 he failed to pay. On Sept. 2 LL demanded the rent. On Sept. 5 LL filed a summary ejectment lawsuit. Trial was held on Sept 30. LL proved that the Sept rent was due Sept. 1, that he demanded it on Sept. 2, and that it remained unpaid at the time of trial. T offers a check for \$250 in court, but LL insists on a judgment. Who wins? What legal principle explains your answer?
4. LL and T have an oral lease providing for month-to-month tenancy, with rent due the first day of the month. T failed to pay rent on Jan. 1. On Jan. 10, LL gives T notice that he wants to end the lease at the end of the month, telling T she'll have to be out of the rental property by that day. When T remained on the property on Feb. 1 LL filed this action. At trial, T offers a cash payment for the Jan. and Feb. rent and court costs. LL insists on a judgment. Who wins? What legal principle explains your answer?
5. LL and T have a written one-year lease requiring payment of \$400/month due on the first. The lease contains a forfeiture clause for failure to pay rent. T failed to pay rent on May 1, and LL filed an action seeking possession on May 3, seeking possession and back rent. At trial on May 25 Tasks you to dismiss the case because LL did not offer any evidence that he demanded the rent and waited ten days before filing the action. Who wins? What legal principle explains your answer?
6. Same facts, except that T is not present at trial and LL asks for judgment on the pleadings. Do you grant his request? What legal principle explains your answer?

7. LL has filed a summary ejectment action based on holding over at the end of a lease for six months. The lease ended on May 31, and you hear the case on June 15. The monthly rent was \$250. At trial LL offers evidence that she has entered into a lease with a new tenant, who was to move in on June 1, at an increased rental rate of \$300/month. LL also seeks damages for injury to property: she found nicks in the living room wall and the clothesline in the backyard on the ground. She says it will cost \$75 to paint the living room and \$25 to put up a new clothesline. LL is seeking \$300 (rent for June) plus \$100 damage to property. T says he moved out on the 10th, and so should have to pay only \$83.33 (10 days, based on his rent of \$250). He also says the clothesline was at least 10 years old and fell down because the metal rusted through. What damages do you award? State your reasons.

8. LL filed a summary ejectment action on May 31 after T failed to pay rent for May. Trial is held on June 15. LL proves that rent was \$350 a month, T failed to pay, and that LL demanded the rent on May 10. Assuming you rule in LL's favor, what is the amount of your judgment? If T came to court and offered tender as a defense, what amount would be required for an effective tender?

9. T rents a mobile home space from LL. She failed to pay rent on May 1. On May 2 LL demanded the rent, and filed this action on May 15. At trial on June 10, LL proves the terms of the lease, that rent has not been paid, and that he made demand on the 2nd. T defends based on the special law requiring 60 days notice in cases involving rental of mobile home spaces. Who wins? Why?

10. LL brings an action for summary ejectment based on failure to pay rent. At trial LL proves that the lease provided for a monthly rental of \$550, that she made demand, and waited 10 days before filing this action. She seeks possession, \$825 for 1 ½ months rent, a late fee of \$60 (for 2 months at \$30/month), and an administrative fee of \$150 for her inconvenience in having to come to court. Assume that the written lease has a late fee and administrative fee provision consistent with the amounts she seeks. What damages do you award?

11. LL has filed a SE action against T based on breach of a lease condition (specifically, a clause stating that having a pet on the premises results in an automatic forfeiture of the lease). The one-year lease provides for monthly rent of \$450. LL testifies that he has seen a cat in T's apartment. He also states that T did not pay rent for this month (having been served with the complaint and summons on the first of the month), and so asks for two weeks back rent. T defends, saying (1) he has no proof she had a cat, (2) she certainly doesn't have a cat now, and (3) she's prepared to tender rent for the entire month in addition to court costs. How do you rule?