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February 21, 2019

Garis and Peggy Martin
123 First Street Unit #4
Pikeville, KY 41501

Re: Property Co-Owned with Charles and Mary Martin

Garis and Peggy Martin,

I write on behalf of my clients, Charles and Mary Martin. They request, since you have asserted an exclusive claim over a mobile home on the property you co-own with Charles and Mary and they have notice of such claim, you immediately pay them rent for your use of the property.

My clients and you own a mobile home park in Pikeville, Kentucky as tenants in common. This is the default legal relationship between co-owners of a given property. And nothing suggests that this relationship is governed by any other type of concurrent property interest or contractual obligations or agreement.

Given that the relationship is a tenancy in common, the law requires a single unity, or rule, be observed by every co-owner—the unity of possession. This unity gives each co-tenant the right to possession of the whole property. This legal requirement means that Charles and Mary Martin have the right to possess, and thus use, the whole property. Pursuant to Kentucky law, the unity of possession is essential to a tenancy in common.

By living in one of the mobile homes on the property, you are exercising an exclusive claim and denying Charles and Mary Martin their legal right to possession. You both are currently living in a mobile home on the concurrently owned property. This occupancy interferes with, and thus physically denies, Charles and Mary Martin's usage of the mobile home and this portion of the property. And you have yet to provide them with a key to the mobile home or allow them entry, further denying their physical entrance and usage of this part of the property.

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February 25, 2018

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As established by the Kentucky Supreme Court in *Taylor v. Farmers & Gardeners Market Assocs.*, 173 S.W.2d 803 (1943), denying a tenant in common their right of possession “ousts” that tenant of possession. When a co-tenant denies the other co-tenant equal usage and enjoyment of the property, there is what the law defines as ouster of the denied co-tenant that must be remedied by rental payment.

This is exactly what has happened to Charles and Mary Martin. As described above, your actions—occupying the mobile home and not providing my client's access or keys—evidence an exclusive claim to that portion of the property and, in turn, denies their physical entry and usage of that portion. Furthermore, Charles and Mary Martin have notice of this exclusive claim and denial. Your occupancy is open and notorious, with everyone clearly knowing that you exclusively living in the mobile home. There is no question my clients have been ousted. And you can consider this letter a continued request for you to stop your exclusive claim or pay rent.

The law requires remuneration for this ouster. You must, to remedy violating Charles and Mary Martin's right of possession, pay for your exclusive usage of the property. They believe a more than fair rental rate for such usage is \$1,000 a month. This rent can be sent directly to Charles and Mary Martin at: Charles and Mary Martin, 123 First Street Unit #1, Pikeville, KY 41501.

Prompt and timely payment of such rent is required under the law or you must vacate the mobile home and stop denying Charles and Mary Martin entry and usage of the property. Failure to do either of these actions within the next ten days from receipt of this letter will be taken as continued denial of Charles and Mary Martin's attempt to enter and use the property and force them to take legal action against you.

If you have any questions, please feel free to contact me, Christopher Cotropia, Charles and Mary Martin's attorney for this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Cotropia', with a stylized flourish at the end.

Christopher Cotropia