



## Review Test Submission: Landlord/Tenant Questions

User	Chris A. Cotropia
Course	PROPERTY
Test	Landlord/Tenant Questions
Started	3/4/20 9:23 AM
Submitted	3/4/20 9:26 AM
Due Date	3/19/20 8:30 AM
Status	Completed
Attempt Score	4 out of 4 points
Time Elapsed	2 minutes
Instructions	<p>This quiz includes four (4) multiple choice questions. You have until 8:20 a.m. eastern on March 19, 2020 (Thursday) to complete the quiz. The quiz should take you only 10-15 minutes.</p> <p>There is one correct answer for each question. There are no penalties for answering a question incorrectly, so please answer all questions.</p> <p>You may refer to course materials (the casebook and material on and link to the course blog) and notes to which you have made some contribution while taking the quiz. You may not, however, consult with anyone else while taking the quiz.</p> <p>Do not copy or distribute the questions or answers. Do not discuss the questions or answers until we discuss them on March 19, 2020.</p>
Results Displayed	All Answers, Submitted Answers, Correct Answers, Feedback, Incorrectly Answered Questions

### Question 1

1 out of 1 points



Alberto agreed to sell Byron his property, Green Lagoon. The conveyance, which is in writing, included the following language:

Alberto conveys to Byron in fee simple his residence, Green Lagoon. Byron agrees to allow Alberto to stay on Green Lagoon for free for one month after this conveyance is executed.

The conveyance was executed on March 1, 2016 and title to Green Lagoon passed to Byron.

Within a few days after execution, the new house next door, that was being constructed for Alberto, burned down. On March 27, 2016, Alberto gave Byron a check for the fair, monthly rental value of Green Lagoon. Byron cashed the check on April 1, 2016 when he found out that Alberto was still on Green Lagoon.

Which of the following best characterizes the interest Alberto had in Green Lagoon on March 2, 2016?

Selected Answer: ☒ a term of years

Answers: ☒ a term of years

a tenancy at will

a periodic tenancy

a tenancy at sufferance

Response Feedback: It is a term of years. There is a definitive period -- 1 month -- per the agreement that accompanied the deed.

## Question 2

1 out of 1 points



Alberto agreed to sell Byron his property, Green Lagoon. The conveyance, which is in writing, included the following language:

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It is April 12, 2016, and Byron now wants Alberto to leave Green Lagoon so that Byron can occupy the land. When is the earliest Byron can legally evict Alberto and take possession of the land?

Selected Answer: ☒ the last day of May, May 31, 2016

Answers: April 12, 2016

March 31, 2017

☒ the last day of May, May 31, 2016

the last day of April, April 30, 2016

Response Feedback: On April 1, Alberto is a tenant at sufferance and this gives Byron an option -- evict or treat as holdover. By cashing the check, he has elected

holdover and so we have a periodic tenancy equal to the period of the previous lease (a month). Thus, at common law, a period's notice and must end at the end of a period.

### Question 3

1 out of 1 points



Ada owns a small, single-family home which he rents out to local law students. Bert leased the rental home from Ada on January 1, 2017. After a couple of months, Bert was affected by some defects in the home. As a result, Bert has stopped paying Ada rent. Ada would like to evict Bert for non-payment of rent, but fears a successful defense based on the implied warranty of habitability. Assuming Ada can establish the necessary facts, which of the following would be Ada's best argument to rebut Bert's defense of implied warranty of habitability?

Selected ☒ The defects to the rental home were not to "essential facilities."  
Answer:

Answers: ☒ The defects to the rental home were not to "essential facilities."

The lease agreement between Ada and Bert reads, in part, that "the parties to this lease expressly agree that the implied warranty of habitability is waived."

The defects to the rental home do not violate the local building codes.

Bert failed to vacate the rental home within a reasonable time of being impacted by the defects.

Response Feedback: If the defect is not to an essential facility, this would be the best defense. Just because the defect does not violate a housing code does not mean that it will not ultimately breach the implied warranty. And Bert does not need to vacate to avail himself of the warranty, nor is the warranty waiveable.

### Question 4

1 out of 1 points



A landlord and a tenant agreed to a commercial tenancy for a term of six months beginning on April 1. Rent was to be paid by the first day of each month, and the tenant paid the first month's rent at the time of the agreement.

When the tenant arrived at the leased premises on April 1, the tenant learned that the previous tenant had not vacated the premises at the end of her lease term on March 30 and did not intend to vacate. The tenant then successfully sued the previous tenant for possession. The tenant did not inform the landlord of the eviction action until after the tenant received possession.

The tenant then sued the landlord, claiming damages for that portion of the lease period during which the tenant was not in possession.

If the court finds for the landlord, what will be the most likely explanation?

Selected 

Answer: The landlord had delivered the legal right of possession to the tenant.

Answers: 

The landlord had delivered the legal right of possession to the tenant.

By suing the previous tenant for possession, the tenant elected that remedy in lieu of a suit against the landlord.

The tenant had not notified the landlord before bringing the eviction action.

The tenant failed to timely vacate as required to sue for constructive eviction.

Response Feedback: The best answer is the one following the American rule for delivery of possession. All the landlord in those jurisdictions needs to provide is legal possession (via the covenant of quiet enjoyment) and the landlord did here. This is not a constructive eviction action, because that would also be based on the covenant of quiet enjoyment -- and the tenant stayed and thus could not claim eviction. The other two answers have no basis in any law we discussed during the semester.

Wednesday, March 4, 2020 9:26:17 AM EST

← OK