

Module Fourteen – Leasing Real Property

Question 32. *L* leases BatesAcre “to *T* for one year, beginning July 1.” *L* has otherwise perfected *T*’s legal right to possession. On July 1, *T* arrives at BatesAcre to move in, only to find *L*’s prior tenant holding over, and therefore *T* is unable to take possession of BatesAcre. Choose the most correct answer selection.

- a. Under the “English” rule, *T* has a claim against *L*.
- b. Under the “American” rule, *T* has a claim against *L*.
- c. Under both the “American” and “English” rule, *T* has a claim against *L*.
- d. *T* has no claim against *L* under either the “American” or “English” rule.
- e. None of selections *a* through *d* are accurate characterizations.

Question 33. *L* leases BatesAcre “to *T1* for one year, beginning July 1.” *L* also leases TuTwoAcre “to *T2* from year to year, beginning August 1.” On the following June 30, *T1* moves out without giving *L* any notice. A month later, on July 31, *T2* moves out without giving *L* any notice. Choose the most correct answer selection.

- a. *L* has rights against both *T1* and *T2* for vacating without notice.
- b. *L* has no rights against *T1*, but under the common law approach *L* and *T2* are bound to another year as landlord and tenant because neither gave notice of intent to terminate the leasehold estate prior to the end of the year period (with whatever advance notice timing that might be applicable in the jurisdiction); and as a result *L* has rights against *T2*.
- c. Under the common law *L* has no rights against *T1*, and also has no rights against *T2* because under the common law because, *T2*, in order to continue with a periodic tenancy as the tenant, is required to give notice to *L* before the expiration of the lease period (with whatever advance notice timing that might be applicable in the jurisdiction); *T2* did not give such notice so *T2* is free to vacate.
- d. Two and only two of selections *a* through *c* are accurate characterizations.
- e. None of selections *a* through *c* are accurate characterizations.

Question 34. L leases BatesAcre, a large commercial building, to T1 under an annual periodic leasehold tenancy. L properly and sufficiently early gives notice to T1 that the lease will terminate at the end of the next period. The day after that period ends, T1 has not vacated the premises. Choose the most correct answer selection.

- a.* At the moment of T1's wrongful holdover, L has an election to treat T1 as either a tenancy at will or a term of years, but in either case T1 must continue to pay rent to L.
- b.* At the moment of T1's wrongful holdover, if L elects to treat T1 as a trespasser and sues for damages then the law labels the property relationship between L and T1 as "tenancy at sufferance."
- c.* At the moment of T1's wrongful holdover, T1 has an election to continue under either a tenancy at will or a tenancy at sufferance.
- d.* At the moment of T1's wrongful holdover, if L elects to treat T1 as a tenant who continues in possession, T2 must pay triple the rent rate of the original leasehold estate under the doctrine of persistency of sufferance.
- e.* None of selections *a* through *d* are accurate characterizations.

Module Fourteen - Leasing Real Property – Answer Key

Question Number	Correct Answer
32	a
33	b
34	e