



Renting a Place to Live - Chapter 27

Legal Terms

On the left side of your notebook, write the word or phrase that best completes each of the following statements.

1. When a tenant transfers part of the term of a lease, but not the remainder of it, to someone else, it is known as a(n) _____.
2. An interest in real property for an indefinite period of time is a(n) _____.
3. When there is a lease, the tenant is known as the _____.
4. A lease which continues for successive periods until one of the parties ends it by giving proper notice is a(n) _____.
5. When a(n) _____ has been installed in such a way that removal would deface a room or building, it becomes part of the real property and may not be removed.
6. The term _____ describes the tenant's right to possession of the property and his or her right to be undisturbed in that possession.
7. A(n) _____ is a right to occupy property for a definite period of time.
8. A(n) _____ arises when a tenant wrongfully remains in possession of the premises after the tenancy has expired.
9. When the landlord deprives the tenant of heat, gas, or electricity, a(n) _____ may take place.
10. Another name for the landlord is the _____

Key Points in Your Reading

Indicate whether each of the following statements is true or false by writing T or F in your notebook.

1. If you own personal property and rent it to someone else, you are a landlord.
2. A lease for a two-year period at a rent of \$425 a month is a periodic tenancy.
3. To be safe, one should get all the terms with a landlord written into the lease.
4. A lease for less than one year can be oral and still be valid.

5. The implied warranty of habitability¹ requires a landlord to periodically redecorate the rented premises.
6. Ordinarily, a tenant can sublet if there is no covenant against subletting in the tenant's lease.
7. The destruction of leased property by fire does not usually terminate a lease.
8. Rent control laws are laws which place limits on the amount of rent that a landlord may charge.
9. A landlord may refuse to rent property to any person for any reason.
10. A tenant may always remove personal property from leased premises, even if the property is firmly attached to the premises.

You're the Judge

For each of the following cases, write Yes or No to indicate your decision. Then, in your own words, state the legal principle or legal reason that applies to the facts in the case.

1. Susan Rand leased an apartment for one year from the Hastings Real Estate Trust. There was nothing mentioned in the lease about assigning or subletting the apartment. After living in the apartment for three months, Rand moved out and assigned the remainder of the term of the lease to Bruce Gillis. The Hastings Real Estate Trust claimed that this could not be done without the trust's permission. Do you agree?
2. Joseph Soli rented an apartment from Gerry and Elaine Bornstein, a married couple who lived on the first floor. There was no written lease, and nothing was said by either party about the length of time that Soli would live there. He always paid his rent on time. One day, after living there for two years, Soli was told by the Bornsteins that he would have to move out the next day because Mrs. Bornstein's mother had become ill and needed to live nearby. Must Soli move out immediately?
3. Sharon Russel rented a four-room apartment in a large apartment house that was owned by
4. Joseph Venios. Near the end of the first week that Russel lived in the apartment, Russel's friend, Cynthia Patten, went to the building to visit Russel. While looking for Russel's apartment, Patten tripped on a worn-out carpet in the central hallway and injured her leg. Russel claims that Venios is responsible for the injuries. Is she correct?
5. Mark Tobin used several extension cords in his apartment because there was only one electrical outlet in each room. Karen Pittera tripped over one of the extension cords one day while visiting Tobin, and fractured her elbow. Tobin claims that the landlord is responsible for the injury. Do you agree?
6. Amy Ostrander rented a house from David Brown for \$8,000 a year, receiving a periodic tenancy from year to year. After living in the house for 16 months, Ostrander decided to move elsewhere. Does she have an obligation to pay rent beyond the 16th month period?

¹ Remember that the implied warranty of habitability is not available in Texas.