

Bob Burnison Landlord-Tenant Alternative Assignment

Short Answer

Use the lease agreement to answer the following questions.

RANDALL REAL ESTATE CO.
PROPERTY MANAGEMENT, INVESTMENT PROPERTY, SALES, INSURANCE

THIS AGREEMENT, Made and executed this ____ day of _____ A.D. 20____, by and between RANDALL REAL ESTATE COMPANY, hereinafter called the Landlord, and _____, hereinafter called the Tenant.

WITNESSETH, That Landlord does hereby let unto Tenant the premises known as Apartment No. 301, at 12 Marshall Street, Johnstown, Virginia, for the term commencing on the ____ day of _____, 20____, and fully ending at midnight on the ____ day of _____, 20____, at and for the total rental of _____ Dollars, the first installment payable on the execution of this agreement and the remaining installments payable in advance on the ____ day of each ensuing month, to and at the office of RANDALL REAL ESTATE COMPANY, 1000 Columbia Road, Johnstown, Virginia.

On the ____ day of _____, 20____, a sum of _____ shall become due and payable. This sum shall cover the period up to the ____ day of _____, 20____; thereafter, a sum of _____ shall be due and payable on the ____ day of each month.

AND TENANT does hereby agree as follows:

1. Tenant will pay the rent at the time specified.
2. Tenant will pay all utility bills as they become due.
3. Tenant will use the premises for a dwelling and for no other purpose.
4. Tenant will not use said premises for any unlawful purpose, or in any noisy or rowdy manner, or in a way offensive to any other occupant of the building.
5. Tenant will not transfer or sublet the premises without the written consent of the Landlord.
6. Landlord shall have access to the premises at any time for the purpose of inspection, to make repairs the Landlord considers necessary, or to show the apartment to tenant applicants.
7. Tenant will give Landlord prompt notice of any defects or breakage in the structure, equipment, or fixtures of said premises.
8. Tenant will not make any alterations or additions to the structure, equipment, or fixtures of said premises without the written consent of the Landlord.
9. Tenant will pay a security deposit in the amount of \$ _____, which will be held by Landlord until expiration of this lease and refunded on the condition that said premises are returned in good condition, normal wear and tear excepted.
10. Tenant will not keep any pets, live animals, or birds of any description in said premises.
11. Landlord shall be under no liability to Tenant for any discontinuance of heat, hot water, or elevator service, and shall not be liable for damage to property of Tenant caused by rodents, rain, snow, defective plumbing, or any other source.
12. Should Tenant continue in possession after the end of the term herein with permission of Landlord, it is agreed that the tenancy thus created can be terminated by either party giving to the other party not less than Thirty (30) days' Written Notice.
13. Tenant shall be required to give the Landlord at least thirty (30) days' notice, in writing, of his or her intention to vacate the premises at the expiration of this tenancy. If Tenant vacates the premises without first furnishing said notice, Tenant shall be liable to the Landlord for one month's rent.
14. Both Landlord and Tenant waive trial by jury in connection with any agreement contained in the rental agreement or any claim for damages arising out of the agreement or connected with this tenancy.
15. Landlord shall not be held liable for any injuries or damages to the Tenant or his or her guests, regardless of cause.
16. In the event of increases in real estate taxes, fuel charges, or sewer and water fees, Tenant agrees during the term of the lease to pay a proportionate share of such charges, fees, or increases.
17. Tenant confesses judgment and waives any and all rights to file a counterclaim, or a defense to any action filed by the Landlord against the Tenant and further agrees to pay attorney's fees and all other costs incurred by the Landlord in an action against the Tenant.
18. Tenant agrees to observe all such rules and regulations which the Landlord or his agents will make concerning the apartment building.

IN TESTIMONY WHEREOF, Landlord and Tenant have signed this Agreement the day and year first hereinbefore written.

Signed in the presence of _____

1. Under the terms of the lease, if the furnace stopped functioning and there was no heat, what obligations would the tenant and landlord have?

Name: _____

ID: A

2. Is Clause 11 enforceable? Give your reasons.
3. Is Clause 15 enforceable? Give your reasons.
4. What two things should a potential renter do before signing a lease?
5. What is a lease?
6. Under what circumstances can a landlord raise the rent during a tenancy for years?
7. Once a lease for a tenancy for years has ended, how much may a landlord raise the rent? Are there any controls on that?
8. Although the lease does not address this issue, the landlord has discovered that the tenants of one apartment are selling drugs. Explain what the legal options of the landlord are.
9. Two engineering students, Garrett and Morgan, rent an apartment from Hiram. They ask and get permission to build new cabinets in the kitchen and to build a loft bed. At the time they leave the apartment, are the two students allowed to take the cabinets and loft bed? Explain your answer.
10. A visitor to Pat's apartment is injured when the front step collapses. Pat's friend wishes to sue the landlord for her injuries. However, Pat's lease states that the landlord shall not be liable for any injuries or damages to the tenant or to his or her guests, regardless of cause. Is Pat's visitor out of luck?