

# Rent Abatement: Example #1

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Larry Landlord rents an apartment to Tommy Tenant. There is no written lease. Tommy pays \$600 rent on the first of each month. Larry files for summary ejectment based on failure to pay rent on March 15, based on Tommy's failure to pay rent for February and for March. You hear the case on March 25.

What essential elements must Larry prove to establish a prima facie case for summary ejectment?

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Imagine that Larry establishes a prima facie case, but Tommy's testimony is that the apartment has had no heat since he moved in, on Jan. 1<sup>st</sup>. He testifies that he notified Larry immediately of the problem, and Larry promised to fix it, but beyond providing a space heater, has taken no other steps to repair the heating system. Tommy tells you that he believes the apartment with a single space heater, rather than a central heating system, is worth only \$300 a month. He is prepared to tender the full amount due in order to maintain possession of the property.

Assuming you find Tommy's estimate credible, what amount must he tender? \_\_\_\_\_

	January	February	March
FRV	\$300	\$300	\$300
Amt pd by T	\$600	0	0
Balance	+\$300	0	-( \$300)

Assume that Tommy is not asking to remain in possession of the property, but that he is instead merely disputing the amount owed. What is your money judgment? \_\_\_\_\_

# Rent Abatement: Example #2

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Laura Landlord rents an apartment to Tammy Tenant. The written lease contains a forfeiture clause and requires Tammy to pay \$600 rent on the first of each month. Laura files for summary ejectment based on breach of a lease condition on March 15, based on Tammy's failure to pay rent for February and for March. You hear the case on March 25.

What essential elements must Laura prove to establish a prima facie case for summary ejectment based on breach of a lease condition?

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Imagine that Laura establishes a prima facie case, but Tammy's testimony is that the apartment has had no heat since she moved in, on Jan. 1<sup>st</sup>. She testifies that she notified Laura immediately of the problem, and Laura promised to fix it, but beyond providing a space heater, has taken no other steps to repair the heating system. Tammy tells you that she believes the apartment with a single space heater, rather than a central heating system, is worth only \$300 a month.

At what point, if any, did Tammy breach the lease? \_\_\_\_\_

	January	February	March
FRV	\$300	\$300	\$300
Amt pd by T	\$600	0	0
Balance	+\$300	0	-\$300