

**Business Law**  
**Case Law**  
**Renting or Owning a Home**

**DIRECTIONS:** In each of the following hypothetical cases, make a decision and give an explanation pertaining to the facts given. List the page number where you found your answer.

1. Kody Robbins rents an apartment for \$500 a month. He does not sign a lease, and nothing is said about the length of his stay in the apartment. May he end the tenancy any time that he wishes? Explain your answer. Page # \_\_\_\_\_

**Yes, but he must give the proper statutory notice to the landlord. The notice requirement differs from state to state.**

2. Tyler Pickard signs a one-year lease for an unfurnished apartment. The apartment is in very bad condition. Pickard assumes that the landlord will repair it and make it habitable. When Pickard is ready to take possession, he finds that nothing has been done. May Pickard force the landlord to make needed repairs? Explain your answer. Page # \_\_\_\_\_

**Yes. Most states have laws that require a residential apartment to be fit for human habitation before it may be rented to others. (Occupancy Permits)**

3. Ashley Elliot sold a vacant lot to Lucas Forrester. Elliott told Forrester that a special warranty deed was the most desirable form of deed. Was Elliott correct? Explain your answer. Page # \_\_\_\_\_

**No. A general warranty deed is the most desirable form of deed.**

4. Lizzy and Ellie Westinghouse, who are sisters, owned a house together as joint tenants. Lizzy wants to be sure her son, Dylan, would inherit her share of the house when she dies. What type of co-ownership should Lizzy and Ellie have to accomplish Lizzy's wishes? Explain your answer. Page # \_\_\_\_\_

**A tenancy in common**

**DIRECTIONS:** In each of the following real-life cases, make a decision and give an explanation pertaining to the facts given.

5. Goldstein rented an apartment from Dunbar as a tenant at will. She paid her rent on time and took good care of the premises; she was never disorderly. Dunbar decided to evict Goldstein and rent the apartment to a college friend who was moving to the area. He sent Goldstein a proper notice to quit. Goldstein claimed she could not be asked to leave because she had done nothing wrong. Do you agree with Goldstein? Explain your answer. Page # \_\_\_\_\_ *Ralo, Inc., v. Jack Graham, Inc.*, 362 So.2d 310 (FL)

**No. A tenancy at will, may be terminated at the will of either party by giving proper notice.**

6. Mary Taggart executed a deed naming the plaintiff, Boyd, as recipient. She placed the deed in a strongbox in her home, where it was found after her death. Boyd claimed title to the property. Do you think the title passed to Boyd by this deed? Explain your Answer. Page # \_\_\_\_\_ *Clements v. Wheeler*, 314 So.2d 64 (AL).

**No. The deed was not properly delivered within the seller's lifetime.**

7. Soon after Walter and Elsie Wienke were married, Walter conveyed property that he owned on Ridgewood Drive to himself and Elsie as tenants by the entirety. At the same time, Elsie conveyed property that she owned on Harlan Street to herself and Walter as tenants by the entirety. Twelve years later, Elsie conveyed the Harlan Street property by warranty deed to Colonial Discount Corporation. Walter objected to this sale and did not sign the deed. Colonial Discount Corporation sold the property to Danny and Glenda Lynch. Walter Wienke contended that a conveyance by one tenant by the entirety was inoperative. Do you agree with Walter? Explain your answer. Page # \_\_\_\_\_ *Wienke v. Lynch*, 407 N.E.2<sup>nd</sup> 280 (IN).

**Yes. A tenancy by the entirety cannot be severed by the unilateral action of one tenant. Husband and wife have no separate interest in entireties property. A conveyance by one tenant only is ineffective to pass legal title. Both parties must agree to any sale or conveyance of the property.**