

Chapter 16 Questions Leases

1. The Tolson's apartment lease has expired, but their landlord has indicated to them that they may remain on the premises until a sale of the building is closed. They will be charged their normal monthly rental during this period. The right held by the Tolsons is called a(n)
 - a. year to year holdover.
 - b. estate for term.
 - c. estate at sufferance.
 - d. tenancy at will.

2. Generally, an oral lease for five years is
 - a. illegal.
 - b. unenforceable.
 - c. a short-term lease.
 - d. renewable only in writing.

3. The lessor and lessee have agreed to a lease term of five years. In order to ensure that the rental income during the term is reflective of market conditions, the lessor could
 - a. negotiate a new lease each year.
 - b. collect an additional security deposit each year.
 - c. negotiate an index lease.
 - d. negotiate a gross lease.

4. Rent would best be defined as
 - a. contractual consideration to a third party.
 - b. consideration for the use of real property.
 - c. all monies paid by the lessor to the lessee.
 - d. the total balance owed under the terms of a lease.

5. The tenant leases a heated apartment, but the landlord fails to provide heat because of a defective central heating plant. The tenant vacates the premises and refuses to pay any rent. This is an example of
 - a. abandonment.
 - b. actual eviction.
 - c. constructive eviction.
 - d. lessor negligence.

6. A lease would be terminated by which of the following?
 - a. Sale of the leased premises
 - b. Death of the tenant
 - c. Abandonment of the leased premises by the tenant
 - d. Expiration of the term in a lease for years

7. A lease should contain all of the following provisions EXCEPT
 - a. sale and leaseback clause
 - b. use of the premises
 - c. possession of the premises
 - d. term of the lease

8. The authority to carry out the eviction of a delinquent tenant from rented property comes from the
 - a. court.
 - b. landlord.
 - c. sheriff.
 - d. property owner.

9. All of the following would acquire title to real property EXCEPT
 - a. The grantee
 - b. The devisee
 - c. The vendee
 - d. The lessee

10. A tenant's lease has expired, but the tenant has not vacated the premises or negotiated a renewal lease. The landlord has declared that the tenant is not to remain in the building. This situation is an example of
 - a. an estate for years.
 - b. an estate from year to year.
 - c. tenancy at will.
 - d. tenancy at sufferance.

11. Mr. and Mrs. Delong lease a two-bedroom apartment from Karos Management Company. Due to ordinary wear and tear, the dishwasher breaks down. Who must pay for its repair?
 - a. The lessor
 - b. The lessee
 - c. The insurance company
 - d. The real estate agent

12. When a tenant sublets all or any part of the premises rented under a written lease,
 - a. the tenant assigns all rights, title, and interests in the rented property to the new lessee.
 - b. the sublessee becomes primarily responsible to the landlord for the payment of rent and maintenance of the property.
 - c. the original lease is automatically canceled and the sublessee takes possession of the property on a month to month basis.
 - d. the original lease is unaffected unless it contains a provision that prohibits such subletting.

13. A lessee who pays some or all of the lessor's property expenses has a
 - a. gross lease.
 - b. net lease.
 - c. percentage lease.
 - d. sublease.

14. The principal difference between an estate for years and an estate from year to year is that
- an estate for years is a life estate.
 - an estate for years cannot be terminated.
 - an estate from year to year must be in writing.
 - an estate from year to year has no expiration date.
15. The covenant implied in a lease that ensures that the landlord will not interfere in the tenant's possession or use of the property is the covenant of
- of seizin.
 - of quiet enjoyment.
 - of warranty forever.
 - against encumbrances.
16. A tenant has an estate for years. According to the written one-year lease, the tenancy will expire on May 1st. To obtain possession as of that date, the landlord
- must give the tenant 30 days' notice.
 - must give the tenant 60 day's notice.
 - must give the tenant notice before April 15th.
 - is not required to give the tenant any notice.
17. The owner of real estate who leases it to another is called the
- vendor.
 - lessor.
 - grantor.
 - trustor.
18. A lease that will terminate within one year of its inception
- is invalid.
 - violates the provisions of the statute of frauds.
 - must be in writing.
 - may be oral.

19. Which of the following is the best definition of actual eviction?
- a. The right of a landlord to use the rental premises
 - b. The enforcement of a court order to remove a lessor
 - c. The landlord's reversionary right in the rental premises
 - d. The enforcement of a court order to remove a lessee
20. When a tenant holds possession of a landlord's property without a definite lease term but with the consent of the landlord, this is called
- a. tenancy in common.
 - b. tenancy at sufferance.
 - c. tenancy at will.
 - d. trespass.
21. In the event that it is necessary for landlord Charise to remove a tenant from the premises, she does it by
- a. refunding any rents paid.
 - b. refunding any security or other deposits paid.
 - c. filing a suit for possession.
 - d. using the minimum amount of physical force necessary.
22. The purpose of a security deposit is to
- a. provide additional revenue for the landlord.
 - b. repair damage to the property caused by the tenant.
 - c. pay for the last month's rent.
 - d. ensure that the lease is valid.
23. With a tenancy for years
- a. the term of the lease must be for at least one year.
 - b. no notice is required to terminate the lease.
 - c. a 30-day notice is required to terminate the lease.
 - d. the lessee has a freehold estate.

24. Under a percentage lease, a commercial lessee may agree to pay
- maintenance.
 - real estate taxes.
 - insurance.
 - a percent of sales.
25. A lessee is in possession of property under a tenancy at will. Which of the following is true?
- The lessee has not received the consent of the landlord to possess the property.
 - The tenancy will terminate if the lessee dies.
 - The tenancy was created by the death of the lessor.
 - The tenancy has a definite termination date.
26. A tenant's lease does not terminate for five more years. The premises, however, have become too small to accommodate the tenant's growing business. Another business owner is interested in leasing the premises from the tenant for three years. Which of the following would the parties use for the tenant to lease the space to the business owner?
- An assignment
 - A novation
 - A sublease
 - A tenancy at sufferance
27. An individual rents an apartment for one year. The landlord sells the building during the one-year lease term. What effect does the sale have on the lease?
- The sale does not affect the lease.
 - The lease is automatically terminated.
 - The new landlord will decide whether to honor the existing lease.
 - The lease is terminated after 60 days notice from the new owner.
28. A tenant agrees to rent on a month-month basis after the termination of the original lease. This is known as an
- Estate for years.
 - Estate from period to period.
 - Estate at will.
 - Estate at sufferance.