

*Economis* Mini-Lesson: Living on Your Own Lesson #2  
**APPENDIX 1: Cards for the Landlord-Tenant Court Game**

\*From Consumer Jungle, "You Be the Judge" activity, <http://www.consumerjungle.org/flash/bethejudge.html>

**Case #1**

**TENANT**

I did sign a one-year lease for a studio apartment, but after 3 months I found a great job in a town 2 hours away. I couldn't commute 4 hours a day! So I told the landlord I needed to move out early and gave him a month's notice.

**LANDLORD**

The tenant signed a one-year lease for a studio apartment. After 3 months, she told me she was moving out because she found a new job. It took me 4 months to rent the studio, because they are tough to rent. My records show that I advertised in the newspaper. I also had 2 other studio units vacant during that time. Now she refuses to pay me for the extra 4 months of rent.

**TEACHER (the correct judgment)**

IN FAVOR OF LANDLORD. A tenant who leaves before a lease expires is responsible for paying the rent for the rest of the lease. However, the landlord must make an effort to re-rent the unit at a reasonable price. In this case, the landlord has records proving he had other units vacant and that he was actively trying to rent the units. Therefore, the tenant is responsible for the four month's rent.

**Case #2**

**TENANT**

I noticed a leak in my roof. It didn't seem that bad at first, so I just left a voice mail message for the landlord. He didn't call me back, and it seemed to get worse. The roof looked like it was sagging a bit. I wrote him a letter describing the problem. Again, I never heard back from him. Three days later, part of the roof collapsed, damaging my TV & stereo. I feel he needs to reimburse me for the damage to my property.

## **LANDLORD**

I was out of town for the weekend when the tenant first called. I later got this letter describing the problem. It sounded pretty minor, and I know by law that I have ten days to respond to minor repair problems. I had other repairs I had to make. The roof collapsed 3 days later after a severe rainstorm. Otherwise it would have been fine. Why should I be liable for an act of nature?

## **TEACHER (The correct judgment)**

IN FAVOR OF TENANT. The landlord has 10 days to respond to minor problems, like a leaky roof. The tenant followed all required procedures by reporting the sagging roof in writing, a potential danger. The landlord is required to repair hazardous situation within 24 hours. Therefore, the landlord must reimburse the tenant for damage caused to his property.

## **Case #3**

### **TENANT**

The heater in my apartment wasn't working. It was the middle of winter and I was freezing! I called my landlord and asked her to fix it right away. She never called me back, so I sent her a letter requesting immediate repairs. After 2 days with no response, I decided to fix it myself. I deducted my labor and materials from the rent for the following month. 2 months later the heater caught on fire causing \$2,000.00 in damage.

### **LANDLORD**

I could have responded quicker, but I had other, more serious repairs at the time than a tenant being a little cold for a few days. Regardless of what he says, it wasn't that cold then! Anyway, the repairs required a certified electrician. He had no business trying to repair it himself. As a result, we ended up with a fire that caused \$2,000.00 in damages. The fire department said it was caused by bad wiring in the new unit he installed. Why should I have to pay for his bad judgment?

**TEACHER (the correct judgment)**

In favor of both the Tenant and Landlord. When notified in writing of a lack of heat, the landlord must respond within 24 hours. The landlord failed to do that. The landlord should also have inspected the repairs after she was informed. Certain repairs (electrical or plumbing) require a certified professional. The tenant shouldn't have installed the unit on his own. The landlord is found responsible for  $\frac{3}{4}$  of the damages, the tenant  $\frac{1}{4}$ .

**Case #4****TENANT**

The landlord evicted me for not complying with the terms of the rental agreement. I did have one friend crash on my couch for a few months. Okay, he did have a German Shepard. But we only threw a few small parties. It was no big deal and the apartment was basically okay. As long as I pay rent, it's my place, right? But now he's trying to keep my security deposit plus charge me \$750.00 in damages.

**LANDLORD**

A few parties – yeah, right! I got calls from neighbors complaining constantly about the noise and the all-night parties. Plus, the dog kept peeing on the carpet and he scratched the front door. We had a “no pet” clause in our agreement. I had to fumigate the place and replace the carpet and the front door. She's getting off easy with losing her deposit and paying \$750.00.

**TEACHER (the correct judgment)**

IN FAVOR OF LANDLORD. The tenant clearly violated her rental agreement by allowing a guest to stay for an extended period and breaking the “no pet” clause. Also, she created a nuisance by throwing many loud parties. These violations resulted in damage beyond “normal wear and tear.” The tenant will lose her security deposit and reimburse the landlord for \$750.00.