

TENANCIES

TENANCY	HOW CREATED	NOTES	HOW TERMINATED
Estate for Years / Tenancy for a Term	Standard Lease. LL and T agree T will hold property for a fixed period of time.	SOF may require in writing, if exceeds certain period.	Tenancy automatically terminates unless new lease executed.
Periodic Tenancy	LL and T agree that T will pay a periodic rent, i.e. weekly. Have not specified a termination date.	Period can be based on how the rent is calculated, rather than how it's paid.	Will automatically renew for an additional period unless either party gives timely notice, which is governed by state law, but <u>usually at least one period in advance</u> . CL: year-to-year required six months' notice.
	Can be created inadvertently, such as if unsigned 5 yr lease violates SOF (creates year-to-year periodic tenancy)		
Tenancy at Will	LL permits another to possess property without an agreement as to termination date or rent payment.		Converted into periodic tenancy as soon as T begins paying rent on regular basis.
	Created inadvertently if unsigned 5 yr lease - T is at will <u>until pays regular rent</u> .		Terminates when either party gives notice to the other (CL: immediate OK).
Tenancy at Sufferance	T holds over after expiration of term without LL's consent.	They don't characterize him as a trespasser to keep him from gaining adverse possession.	
		Can arise after any other type of tenancy.	

Doctrine of Independent Covenants (T Breach): At CL, covenants in leases were independent. If T breached, LL's remedy was to enforce particular covenant involved, perhaps by suing to recover rent. Today, by statute or lease, LL can terminate tenancy if T defaults in performance of any major covenant. After default, LL is required to give short notice that T must correct breach or leave. If T does neither, LL may commence proceedings to terminate tenancy/recover possession.

Covenant of Quiet Enjoyment (LL Breach): T was obligated to continue paying rent even if LL failed to perform lease covenants UNLESS LL personally does something to disturb T's possession of the premises (implied in every lease) - then T is entitled to terminate the tenancy. Applies only to LL's acts, so other tenants' actions wouldn't be basis for T terminating in some jds; in other jds it may depend on whether the tenants are violating their lease provisions, making LL responsible for their disturbances. When LL has breached indirectly by a **material failure** to perform a covenant a **constructive eviction** has occurred and T may terminate.

Holdover options for LL: (1) Multiple Damages (sometimes limited to willful holdovers); (2) Increased Rent (generally requires good notice); (3) Eviction and Damages for FRV (all states); (4) NO SELF HELP (T is peaceable albeit wrongful possessor, making LL guilty of forcible entry); (5) Compel T to stay another term (if originally year-to-year, T may have to stay either as periodic tenant from year-to-year or month-to-month, since rent was paid monthly).