

Issue of contract law and eviction



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In this Case Study, we find legal examples of contracts and landlord-tenant laws. We learn, in reviewing this case, that Sam Stevens invented a new product that duplicates the sound of a barking dog. Mr. Stevens seems to have made a verbal commitment with a nearby chain store to exclusively sell his invention, promising one thousand units, though the two parties signed no formal contract. Mr. Stevens returning home one day received two concerning letters in the mail. The first was an eviction notice from the landlord, Quinn, stating that he has 30 days to leave due to the annoying nature of his invention, further saying that he is not allowed to run a business from his apartment. The other letter is from the chain store, demanding the delivery of the 1,000 units immediately. To understand Mr. Stevens' legal rights in both instances, we will need to analyze the contracts, the rights, and responsibilities of landlords and tenants, rights to evict and any possibility of defense against the eviction.

For contracts to be considered valid, four key elements must be present, agreement, consideration, contractual capacity, and a legal object. (Kubasek, 2017, p. 313). The first element, agreement, exists in Mr. Stevens' case. There was an apparent verbal offer between him and the chain store manager to deliver one thousand units, months ago. This agreement was confirmed by the letter being sent to his apartment demanding delivery of the units.

The first element, agreement, consists of the agreement of one party, the offeree, to the terms of the offer in the contract made by the other party, the offeror (Kubasek, 2017, p. 313). The consideration or the bargained-for exchange under the contract is the second element of valid

contract(Kubasek, 2017, p. 313). For Mr. Stevens, this element is deficient, unfortunately. While one may accept that in this circumstance each party had consented to trade or sell products for something different, there is no proof exhibited that either party allowed to do as such. Without evidence of a guaranteed trade, this for that, the second component of thought is lacking. Thirdly, we must consider the overall contractual capacity of Mr. Stevens himself. Capacity is defined as the legal ability to enter into a binding contract. Adults over the age of majority (typically legal adult at 18 years of age) have capacity; those under that age, or persons who have mental illness and intoxicated persons, do not (Kubasek, 2017, p. 314). There is sufficient evidence for this element. Mr. Stevens has the capacity with the rental Agreement with Quinn. There is an exchange between the two parties, Mr. Stevens pays rent to Quinn to live at the apartment. It is thereby proving that Mr. Stevens is of age and sound mind to enter into such agreements. A legal object is the final element to consider, defined as existing when the contract is not against public policy and does not require the parties to commit an illegal act (Kubasek, 2017, p. 314). In Mr. Stevens case, the delivery of his invention, this element has been met, and the legal object does exist.

Assuming that the elements of a contract cannot be applied and there is no valid agreement between Mr. Stevens and the manager, the existence of a quasi-contract scenario is possible. Quasi-contracts are sometimes called implied-in-law contracts, but they are not contracts. Instead, to prevent one party from being unjustly enriched at the expense of another, the courts impose contractual obligations on one of the parties as if that party entered

into a contract (Kubasek, 2017, p. 314). Even though there is no proof of a formal contract, a court could force Mr. Stevens into satisfying his contractual obligation under quasi-contract. The chain store would need to demonstrate that Mr. Stevens would be unjustly enriched if the contract was not satisfied and that the store likewise presented an advantage to Mr. Stevens. These significant certainties would be considered in the component of thought in a valid contract, of which we have no proof, quasi-contract may fail for the chain store to recover.

Possible elements of Promissory estoppel exist in this case. Under certain circumstances, when a party relies on oral contracts that within the statute of frauds is required to be in writing, the reliance can create a situation in which the contract is nevertheless enforceable. Promissory estoppel is the legal enforcement of an otherwise unenforceable agreement to a party's detrimental reliance on the contract (Kubasek, 2017, p. 425). This element plays directly into the case. Mr. Stevens had made a verbal guarantee to deliver one thousand units to the store even though the existence of a written agreement was not preset, Mr. Stevens held an obligation to the store through his verbal explanation. For this situation, we can further infer that the chain store was depending on the delivery of Mr. Stevens guaranteed one thousand units. Now that Mr. Steven is facing eviction, we could assume that the production of the units can no longer be completed.

The second component of this case study is the residential lease agreement between Mr. Stevens and Quinn for the apartment. Both gain certain rights and obligations when creating a lease. Landlords are required to provide possession of the contracted property, maintain the property, keep the

property in a livable condition, and the most important the covenant of quiet enjoyment. This is a crucial factor for Mr. Stevens. Covenant of quiet enjoyment is a promise that the landlord will not interfere with the tenants' rights to use and the pleasure of the rental property (Kubasek, 2017, p. 1151). In turn, the tenant is required to provide payment of rent for the property based on the lease agreement, not to commit waste causing any permanent damage to the property, not use the property in a way that creates a nuisance for the surrounding tenants.

If the landlord does not comply with obligations, a tenant should give notice to the owner, in writing, by hand delivery or mail, of noncompliance with law or the necessities of the Rental Agreement. The written notice should indicate the tenant's intention to terminate the rental agreement because of this compliance issue. The tenant could terminate the rental agreement if the owner fails to return into compliance inside seven days upon delivery of the written notice. If the tenant does not comply, the landlord must notify in writing of any apparent noncompliance except for failing to pay rent. If the matter can be corrected, the tenant will have seven days in which to make the correction. The tenant has seven days to rectify the noncompliance issue, if not corrected the landlord can begin the eviction process. If the issue is one in which the tenant should not be allowed to correct it they have seven days to surrender the property. A landlord may not evict a tenant solely on revenge for the tenant informing agencies about code violations or asserting other tenant rights. (Florida Department of Agriculture and Consumer Services, 2019)

In Mr. Stevens case, the tenant obligations that are being violated is first and foremost, not creating a disturbance for the other tenants. Assuming the invention is loud when performing tests. If development is not at a sensible hour, this could disturb other tenants and they would either complain to Mr. Stevens or the landlord Quinn. The eviction notice from his landlord, Quinn, informed that he could not conduct a business from the apartment. Unless stated in the lease agreement, this could be enforced for the eviction, but there would need to be proof of conducting business within the apartment. Additionally, Quinn had knowledge about the invention when having a conversation with Mr. Stevens, having the opportunity to remind Mr. Stevens of the possible noise complaints and that conducting business from an apartment is prohibited.

Mr. Stevens could request to defend himself from eviction by his rights to use and revel in his property beneath the lease agreement. Whereas the lease agreement may or may not expressly exclude Mr. Stevens from the operation of his business, the noise he's making from the machines could be a blatant violation. If the agreement does indeed allow Mr. Stevens to operate a business and the landlord's sole justification within the eviction method was the business, then Mr. Stevens would be entitled to defend his position. The landlord, Quinn, cannot interfere with the tenants right to fancy the property, and by the letter evicting Mr. Stevens, Quinn would be in breach of contract by intrusive with enjoyment the property. There may be some middle ground that may be reached in this case. The letter from Quinn might serve as a written warning, having no previous information of complaints, and permitting Mr. Stevens the likelihood to soundproof the

apartment and even the chance to search out a warehouse to establish a headquarters outside out of the apartment.

References

- Florida Department of Agriculture and Consumer Services. (n. d.). Retrieved August 4, 2019, from <https://www.freshfromflorida.com/Consumer-Resources/Consumer-Rights-and-Responsibilities/Landlord-Tenant-Law-in-Florida>
- Kubasek, Nancy K. Dynamic Business Law. McGraw-Hill Education, 2017.