

Landlord and tenant law

Law



Landlord and Tenant Law No: Landlord and Tenant Law Introduction Landlord and tenant law is an important ingredient of common law wherein the rights and obligations of landlord and tenant clearly spelled out. In the mentioned law that deals with the landlord and tenant rights and obligations, we cannot ignore the operative part of real property law and contract law which are part and parcel of the above law.

Uniform Residential Land and Tenant Act

The United States of America's Uniform Residential Land and Tenant Act specifies the relationship of a tenant and landlord in the agreement which has been drafted for the usage of residential property. It should be kept in mind that the cited act does not deal with the agreements executed relating to the properties meant for commercial, industrial, agriculture utilization and other than the residential properties (Hill, 1995).

Relationship between the Landlord and the Tenant

The relationship between the landlord and tenant establish that the landlord has entrusted the rights to use the property for the specified purpose. For centuries the landlord restricted to give the rights to the tenant to use the property whereas according to English law, a Landlord bound to put the tenant in its place of tenancy to live in (Casner, et al., 2004).

Implied Covenant

In the present day scenario the landlord and tenant relationship consider above the simple conveyance of lease. In two modern states of the world (America and England) it is the bounden duty of landlord to ensure possession of land or property to the tenant at the start of lease. The thought behind the peaceful possession of the property to the new tenant is just to pursue the wrong full possession of the earlier tenant by way of legal

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means or otherwise. In the United States of America leases have implied covenant of peaceful enjoyment. In other words the tenant enjoys complete immunity from landlord (Hill, 1995).

Rights of Tenant

The landlord and tenant agreement itself speaks the right of protection to tenant.

Constructive Eviction

In accordance with the above law, tenant has the right to offer constructive eviction to the landlord provided the tenant has not paid the amount of tenancy regularly. In line with the constructive eviction no one can occupy the place of tenancy for an indefinite period of time (Casner, et al., 2004).

Fail to perform duties by landlord

In accordance with the Kansas Residential Landlord and Tenancy Act is concerned, If owner of the property could not hand over the possession to the tenant in line with the mentioned act, the rent will not be payable to the landlord until and unless the tenant gets the possession of the premises (Residential Landlord and Tenant Act, 2004).

As per act, written five day notice to landlord will suffice to terminate the rental agreement. Accordingly landlord is bound to refund the security deposit on termination of agreement (Residential Landlord and Tenant Act, 2004).

If a landlord unable to deliver willful peaceful possession to the tenant, the affected party has the right to recover one and half month's rent or one and half times damages whichever is higher (Residential Landlord and Tenant Act, 2004).

Payment of Rent

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According to the tradition, the tenant is bound to pay the rent to the landlord regularly irrespective of the fact whether the landlord meets its obligations or not. According to law and cited court judgments, the tenant will not pay the rent provided the landlord breaches the covenant relating to repair of damaged property so as to make it livable for the tenant (Hill, 1995).

Accrued Rent to Deposit in the Court

In line with the Kansas Residential Landlord and Tenant Act, in case of consecutive defaults in payment of rent, the competent court of law may order the tenant to deposit the amount in court in full or in partial as the case may be (Residential Landlord and Tenant Act, 2004).

Ejection of Tenant

The owner of the house may not eject the tenant on account of health and safety violations. However, the tenant has the right to use retaliatory eviction either in his favor or disfavor as the case may be. Here, we may refer to the case of *Edwards v Habib* (Casner, et al., 2004).

Conclusion

We have gone through the US Law in general and the Kansas Residential Landlord and Tenancy Act in specific that deals with the relationship of Landlord and the tenant. One thing is common in the US law and the Kansas Residential Landlord and Tenancy Act is that truly, the tenant will not pay the monthly rent to Luke, the landlord since he fails to discharge his obligations under the law and the cited act. As per US law and the referred act if the landlord fails to discharge his obligations, the tenant will be absolved from paying off the monthly rent.

References

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