Property 24:

## Landlord Remedies For Tenant Breach

1. If tenant breaches his leasehold duties, landlord's options depend on whether tenant retains possession (i.e., remains on premises)

2. Tenant retains possession— landlord may:

2A. File for notice of eviction, or

2B. Continue the lease and sue for rent due

3. Tenant abandons premises— landlord may:

3A. Surrender— treat the abandonment as tenant’s surrender and accept it, releasing the tenant from the lease,

3B. ignore(minority rule) — hold tenant liable for unpaid rent, or

3C. Re-let (majority rule) — lease premises to new tenants and hold the breaching tenant liable for any losses

4. No self-help- landlord may not engage in self-help upon tenant’s breach (e.g., forcibly removing tenant or tenant's belongings, changing locks, etc.)

5. Security deposit- required at beginning of most leases to secure landlord against damages and/or abandonment

5A. Landlord must return deposit to tenant once lease terminates

5a1. Landlord may subtract damages she has suffered

6. Retaliatory eviction— landlord is prohibited from retaliatory eviction if a tenant lawfully reports housing code violations