

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