Teacher Answer Key

Case Study

1. A move in walkthrough with a written condition checklist and timestamped photographs of the stained carpet and cracked tile would have proven the damage predated her tenancy. Having the landlord sign that checklist and keeping her own copy would have shifted the carpet and tile from chargeable damage to preexisting condition covered by the wear and tear distinction.

2. Because all three signed one lease, each was legally responsible for the entire rent rather than a third of it, so the landlord could pursue the remaining tenants for the departed roommate's share. A written roommate agreement covering rent shares and what happens if someone leaves early would not bind the landlord, but it would have given Kayla a claim against the roommate who left.

Multiple Choice

1. B

2. D

3. C

Matching

1-C, 2-D, 3-A, 4-E, 5-B

Fill-in-the-Blank

1) thirty, 2) tear, 3) several

Short Answer (Sample Responses)

Q1: After signing, the lease document controls and what either party remembers saying does not, so an unwritten promise is nearly impossible to enforce. That is why the reading says to get every promise in writing and added to the lease itself before signing.

Q2: Belongings coverage replaces a tenant's own property, but liability covers injuries to others and accidental damage to the building, such as a kitchen fire or an overflow reaching a downstairs unit. Those claims can far exceed the value of everything a young renter owns, which is why that portion often matters more.

Q3: Move in photographs prove what was already damaged when the tenant arrived, while move out photographs prove the condition the tenant actually left behind. Together with a forwarding address in writing, the second set prevents a landlord from charging for damage that occurred after the keys were returned.