



# Landlords and Tenants

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# Abbreviations

## Freehold Estates

FS = fee simple (absolute)  
FT = fee tail  
FTM = fee tail male  
FTF = fee tail female  
FTS = fee tail special  
FSD = fee simple determinable  
FSCS = fee simple subject to a condition subsequent  
FSEL = fee simple subject to an executory limitation  
LE = life estate  
LEAV = life estate pur autre vie

## Nonfreehold Estates

TY = term of years  
TW = tenancy at will  
TP = periodic tenancy  
TS = tenancy at sufferance  
ll = landlord  
t = tenant

## Future Interests

RV = reversion  
PR = possibility of reverter  
PT = power of termination (right of entry)  
RM = remainder  
VRM = vested remainder  
VRMSD = vested remainder subject to divestment  
VRMSO = vested remainder subject to open  
CRM = contingent remainder  
EI = executory interest  
ShEI = shifting executory interest  
SpEI = springing executory interest

## Concurrent Interests

TC = tenancy in common  
JT = joint tenancy  
TE = tenancy by the entirety  
CP = community property



Code	Interest of O	Interest of A	Interest of B
O leases “to A until June 1, 2025, rent to be \$600 per month”	RV	TY	nothing
O leases “to A, rent to be \$600 per month”	RV	TP	nothing
O leases “to A, but either of use can terminate this lease at any time, for any reason, without notice”	RV	TW	nothing



# Term of Years

- Lasts for a fixed period of time
- No additional notice necessary to terminate
- Restraints on alienation (prohibitions of assignments and subleases) permitted but disfavored



# Periodic Tenancy

- Lasts for a period of time – and for succeeding periods unless and until either party gives notice
- Default notice requirement: duration of the rental period



# Tenancy at Will

- Either party can terminate at any time
- Now strongly disfavored; court will likely construe an ambiguous arrangement as a Periodic Tenancy



# Tenancy at Sufferance

- Aka “Holdover tenancy”
- Arises when a tenant continues to occupy the premises after expiration of the term
- Landlord may elect whether to treat the holdover as a trespasser or to create a new TP



# Revolution in Tenants' Rights (late 1960s)

## Old Rules

- LL has no duty to place T in possession
- Caveat Lessee
- Independent Covenants
- Summary Eviction Procedures

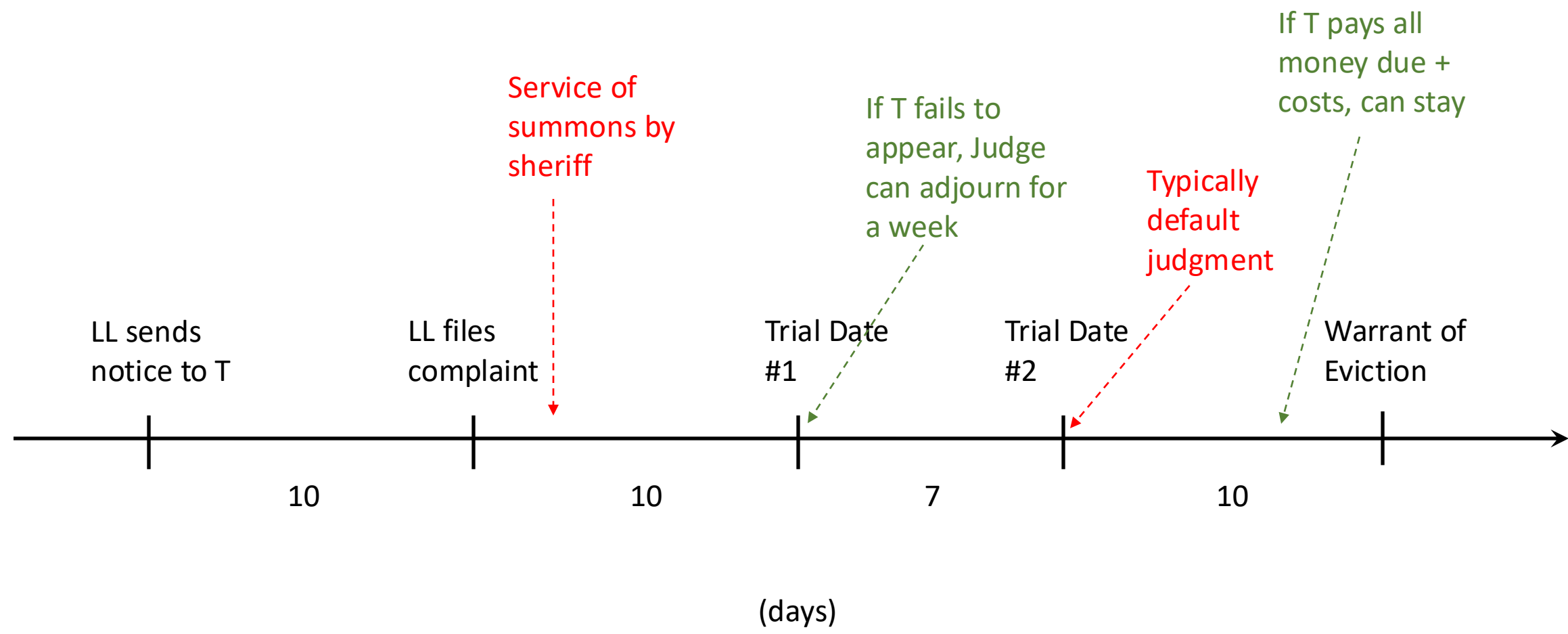
## New Rules

- LL must place T in possession
- Implied Warranty of Habitability
- Dependent Covenants
- Limitations on Summary Evictions





# Typical Summary Eviction Procedure





# Axes of Policy Debate

- 1) Intent of the Parties
- 2) Bargaining Power
- 3) Economic Efficiency
  - Least cost avoider
  - externalities
- 4) Distributive Justice
- 5) Paternalism