

A worker took a temporary job of unknown duration in a distant state. The worker entered into a written agreement to rent a room in that state on a weekly basis, with the weekly period to start on Sunday and a weekly rent of \$350, reflecting a per-day rental rate of \$50, to be paid at the end of the week on Saturday. The worker occupied the room and paid the rent for several months before learning on a Tuesday that his job would be finished the following day. That same Tuesday evening, the worker gave an oral notice of termination to the landlord.

There is no applicable statute.

Assuming that the landlord is unable to find someone else to rent the room, how much rent is the worker obligated to pay?

- A. \$150, because the worker's notice would terminate the lease immediately.
- B. \$350, because the worker's notice would terminate the lease at the end of the current period, on Saturday.
- C. \$500, because the worker's notice would terminate the lease seven days after notice was provided, on the following Tuesday.
- D. \$700, because the worker's notice would terminate the lease at the end of the next full period, on the following Saturday.

Explanation:

Types of tenancies

(leases on land)

Type	Creation	Duration	Termination
Term of years	Agreement (ie, lease)	Fixed period (eg, one month, three years)	End of term (automatic) Breach of certain covenants (eg, rent, habitability)
Periodic tenancy	Agreement Presumed when lease has no specified termination date Operation of law (eg, holdover tenant)	Periodically renews until terminated	End of period (proper notice) Breach of certain covenants
Tenancy at will	Agreement Implied when person allowed to possess premises without paying rent	Indefinite period	At any time (reasonable notice)
Tenancy at sufferance	Implied when tenant keeps possession after lease expires (ie, holdover tenancy)	Continues until terminated	Landlord evicts Tenant vacates Landlord accepts rent (forms periodic tenancy)

A **periodic tenancy** lasts for a set period of time and then automatically renews at the end of each period (eg, on a weekly basis). Either party can **terminate** this tenancy at the end of a full period by giving the other party notice before that period begins. This means that **notice given during the current period is effective to terminate** the tenancy on the **last day of the following period**.

Here, the worker rented the room on a weekly basis (periodic tenancy), with the weekly period to start on Sunday. The worker gave an oral notice of termination to the landlord on a Tuesday evening, which was effective to terminate the worker's tenancy at the end of the next full period—the Saturday of the *following* week.* As a result, the worker is obligated to pay rent for the current week and the following week (\$350 + \$350), or a total of \$700.

*An oral notice of termination is sufficient under the common law to terminate a periodic tenancy. However, most jurisdictions have enacted statutes that require some form of written notice (not seen here).

(Choice A) \$150 represents the amount of rent that the worker would have been obligated to pay if his termination notice had ended the tenancy *immediately*. That is because the worker had occupied the room for the first three days of the week (Sunday through Tuesday), and the per-day portion of the weekly rent is \$50.

(Choice B) \$350 represents the amount of rent the worker would have been obligated to pay if his termination notice had been effective at the *end of the current term*.

(Choice C) \$500 represents the amount of rent that the worker would have owed if his termination notice had ended the tenancy after the *length of a period*. This amount includes the \$150 ($\50×3) for Sunday through Tuesday and \$350 for the seven days after notice was given.

Educational objective:

Either party can terminate a periodic (eg, week-to-week) tenancy at the end of a full period by giving the other party notice before the period begins. This means that notice given during the current period is effective to terminate the tenancy on the last day of the following period.

References

Restatement (Second) of Property: Landlord & Tenant § 1.5 (Am. Law Inst. 1977) (periodic tenancy).