

GENERAL LANDLORD/TENANT LAW BASICS

1. Failure of Landlord or Tenant to fulfill lease obligations entitles the other party to ask the court to dissolve the lease.
2. However, dissolution of leases is not favored by law.
3. Normally, while Tenant's failure to pay rent is an "active" breach of the lease entitles Landlord to seek dissolution, that right is subject to judicial control according to the circumstances.
4. If Landlord accepts rent "late enough and long enough," the Landlord will not be permitted to cancel the lease unless it gives prior notice that it intends to enforce the payment provisions in a strict manner. This rule doesn't hold true where the Landlord has made frequent and unsuccessful demands for the rent or where acceptance of tardy payments is because of unwilling and forced indulgence on the Landlord's part.
5. There is no "self help" allowed the Landlord (locking the doors, etc.) except in cases where the Tenant has abandoned the property. Since abandonment is a question of fact, Landlords should be proceed cautiously in the event they believe premises have been abandoned.
6. Know your lease terms and conditions. The lease is the "law between the parties" except in some items where general Civil Code Articles may apply. Do not call the Court and ask for legal advice or opinions as to what a lease means, or ask the court to comment on your "situation."