

State of Montana
Property Management Pre-Licensing Course
Landlord/Tenant Law Test
Chapter 24

1. In the preparation of a rental agreement, the property manager and tenant can agree to include terms prohibited by law. T or F
2. Unless the rental agreement says differently, the tenant shall pay market rent for the use of the dwelling unit as determined by the property manager. T or F
3. When a property manager is figuring rent for a rental agreement, they apportion the rent on a month-to-month basis. T or F
4. Rent is not considered “due” unless the tenants receive some kind of notice or demand from the property manager. T or F
5. If a property manager terminates their management agreement, they are relieved of liability to the tenant under the rental agreement immediately upon notice to the owner of the property. T or F
6. A property manager is liable under the tenant's rental agreement until written notice is given to the tenant that the manager is no longer representing the property owner. T or F
7. Property managers may adopt new rules anytime during the lease duration as long as they notify the tenants in writing. T or F
8. Property managers must give tenants 30 days notice of changes to the terms of a lease agreement, providing the lease is month-to-month. T or F
9. Rental agreements (longer than month-to-month) must contain all specific rules/terms at the time of lease signing and cannot be changed until the lease is up for renewal. T or F
10. A rental agreement may state that a tenant is required to notify the property manager if they are going to be gone from the premises for more than 7 days. T or F
11. If the property manager notices that the tenant has been gone for a long time, the property manager may go into the property whenever they feel it is necessary. T or F
12. A property manager can require a tenant to give notice of absences for periods longer than 48 hours. T or F

13. If a property manager takes a security deposit and rent for an apartment but the apartment is not available on the agreed upon move-in date, the tenant can terminate the rental agreement with 10 days notice and get triple the security deposit back.
T or F
14. If a property is not ready for move-in on the date arranged between the property manager and tenant, the tenant can terminate the rental agreement with 5 days written notice. T or F
15. When a tenant notifies the property manager on December 12th that their heating system is not working, the property manager has 5 working days to get it fixed. T or F
16. When a tenant notifies the property manager that they have a clogged drain in their kitchen sink, the property manager has 14 working days to get it fixed. T or F
17. A property manager has 14 days to remedy emergency problems for a tenant after notification in writing from the tenant. T or F
18. Minor maintenance problems with a rental only require the property manager to address them within a reasonable time frame. T or F
19. If a property manager has legitimate concerns about drug activities going on in one of their properties, they can give the tenants 30 days notice to vacate on a month-to-month lease. T or F
20. Drug activities are not the business of the property manager and they can do nothing about this except call the police. T or F
21. If a tenant with no pet agreement is found to have a dog, the property manager can give written notice and evict the tenant with a 3 day notice. T or F
22. Property managers must give the tenant 5 days notice for violations involving unauthorized pets. T or F
23. If a tenant is caught vandalizing the community gym equipment, the fastest way to address the tenant is to give them a 30 day notice to vacate.
T or F
24. A property manager can give a tenant 24 hour notice to vacate, if they catch the tenant damaging the property. T or F

25. If a tenant is on a month-to-month lease and constantly calls for legitimate maintenance repairs and writes letters of request for repairs, the property manager can bring an action for possession against the tenant. T or F
26. Montana State Law states that a security deposit cannot exceed two times the rent amount. T or F
27. There is no maximum amount for security deposits, but there is a limit for pet deposits. T or F
28. When a tenant vacates a property, they have three days after move-out to comply with the provided cleaning notice. T or F
29. A property manager may deduct for normal carpet wear and tear from the tenant's security deposit. T or F
30. A property manager cannot deduct unpaid rent from the security deposit at the time of move-out because it is for damages only. T or F
31. If a tenant moves out and no cleaning or other costs are due, the property manager must return the security deposit immediately or the tenant does not have to return the keys and premises back to the property manager. T or F
32. Security deposits must be returned within 30 days if there is cleaning, maintenance, or repairs to be done on the property. T or F
33. If after inspection there are no damages, cleaning, unpaid rent, or utilities due, the tenant must get their security deposit back within 10 days. T or F
34. If a tenant vacates and does not leave a new address with the property manager in writing, the property manager is relieved of the liability of the penalties for returning the security deposit if the tenant does not receive their mail, as long as it was sent in a timely manner. T or F
35. A security deposit disposition must include a list of damage withholdings and must be mailed within the 10 day period required by law. T or F
36. If a tenant wishes to see the prior person's security deposit disposition, they may request that information in writing from the property manager. T or F
37. If the rental agreement is terminated, the property manager has a claim for possession and for rent, as well as a separate claim for actual damages for any breach of the rental agreement. The court will hear the action within 10 days after the tenants' appearance. T or F

38. If the tenant remains in possession without the property manager's consent after the expiration of the rental agreement or its termination, the property manager may bring an action for possession. The Tenant's time for filing an answer is 10 days after service of summons and complaint. T or F
39. If a tenant moves out at the end of their lease but does not show up for or comply with the cleaning inspection, the property manager can keep the entire security deposit. T or F
40. Montana law states that a tenant can move out at the end of a one year lease without any notice to the property manager. T or F
41. Montana law states that a tenant must give a 30 day notice in writing to vacate a property, if the tenant is renting month-to-month. T or F
42. If a tenant moves into a dirty apartment because the property manager's cleaning people were running behind and the property manager allows the tenant to clean the apartment in lieu of a \$300 security deposit, at the end of the lease the property manager owes the tenant \$300 if there are no damages and no cleaning is required. T or F
43. A "holdover tenant" is one who is renting a property on a month-to-month basis until they can find other housing. T or F
44. Josh was evicted in writing from his apartment for nonpayment of rent. After being given 30 days notice he did not answer to the court and remained in possession of the property. Because he purposely "held over" the apartment, the property manager may recover up to treble rent. T or F
45. When a property is sold to a new party, the tenant has to negotiate a new lease with the new owner. T or F
46. There is no maximum term of a written and signed residential lease by lessor and lessee. T or F
47. The property manager may not knowingly allow illegal activity on the premises. T or F
48. If a tenant creates a reasonable potential that a neighboring tenant may be injured, the property manager may terminate the rental agreement with 5 days written notice. T or F

49. If the rental agreement is terminated because of a non compliance under 70-24-321(3), the action must be heard within three business days after the tenants' appearance.
T or F
50. Either party may agree to waive their rights under the Landlord/Tenant Act.
T or F
51. When a tenancy is terminating, how long does the tenant have to comply with the property manager's cleaning notice?
52. When must a property manager provide a tenant with the statement of deposit withholding from the previous tenant?
53. In an action for possession, once a tenant has been served with a summons, they have 10 days to answer. T or F
54. Once a tenant has answered a summons, when must the hearing be held?
55. A mobile park owner may evict, with a 30 day written notice, a mobile home from the park if the tenant was late in paying the **rent** twice in 6 months. T or F
56. If a tenant vacates the premises without notice, the property manager does not have to give 24 hour notice and can deduct the cleaning costs from the security deposit. T or F
57. There is no limit on security deposits in Montana. T or F
58. A property manager may change the rules in a mobile home park, on a month to month lease, if the rule change is in writing, reasonable and 30 days notice is given. T or F
59. A "covenant of quiet possession" is a tenant's legal right to the possession of leased property when a property is sold. T or F
60. A mobile month to month homeowner who rents space in a mobile home court has had a pet for over a year. The owner of the mobile home court can change the rules to prohibit pets after proper notice. T or F
61. If a tenant hasn't given you the required notice and they are gone for a period longer than seven days, on the 8th day you may enter the dwelling unit at times reasonably necessary. T or F
62. The only time a property manager doesn't have to give a tenant a breakdown of the charges out of their security deposit is when the charges against the security deposit are less than \$50. T or F
63. A move-in condition report is not always required. T or F

64. A property manager wants to rent to their sister and gives the proper notice when terminating their current tenant. The tenant refuses to move. The property manager should give the tenant a 3 day notice to vacate or quit. T or F
65. The heat to a four-plex goes out – the property manager has 3 working days to restore power. T or F
66. After the proper notice is given to the tenant regarding the abandonment of personal property, the property manager must wait 30 days before legally disposing of the property. T or F
67. A property manager may enter a rental unit under the following circumstances: case of emergency, with 24 hour notice, 14 days after notice to the tenant to remedy a repair if the tenant failed to do so, and after the tenant has given notice that they will be gone from the premises in excess of seven days. T or F
68. The maximum term in an unsigned rental agreement is one year. T or F
69. If the rental agreement requires a tenant to give notice on absences in excess of seven days and the tenant fails to do so, the property manager may recover actual damages. T or F
70. Unless otherwise stated, a commercial lease is presumed to be five years. T or F
71. If a tenant is delinquent in rent payment, the property manager may issue a 3 day notice to pay or quit and a 10 day termination. T or F
72. If a tenant violates a rule by parking too many vehicles on the premises and the property manager issues a 3 day notice to vacate, the tenant must leave. T or F
73. A tenant's lease has expired but he sends the property manager the next month's rent. The property manager accepts the rent payment without question. What does this tenant become?
74. A tenant has a dog in a pet free rental – you give the proper notice and the tenant removes the unauthorized pet. Two months later the same tenant brings a cat into the apartment. What three options do you have as a property manager?

75. Example Scenario: Shortly after a tenant joins a tenant's union, the tenant provides the property manager with a long list of repairs. All of the repairs on the list are legitimate, some of which are required in order to comply with local building ordinances. The property manager makes most of the repairs, but not all. Some of the outstanding repairs are required to meet building codes. The tenant reports the property manager to the local building authority, who issues the property manager a letter of non-compliance. The property manager then finishes making the repairs requested by the tenant, including all repairs necessary to bring the building into compliance. The property manager is very angry at the tenant for having been forced to make the repairs. The property manager can give the tenant a 30 day notice of termination.

T or F

76. A property manager does not need to notify a tenant of their 24 hour cleaning notice if the tenant was evicted.

T or F

77. A landlord suspects a tenant is using drugs. The property manager should notify law enforcement.

T or F

78. A property manager suspects a tenant is engaged in prostitution. The property manager can give the tenant a 3 day notice to vacate. T or F

79. Prior to the expiration of a one-year lease, a property manager gives proper notice to the tenant that he does not intend to continue leasing to the tenant. After the lease expires, the tenant remains in the property and the landlord continues to accept rent. This is known as a periodic tenancy. T or F

80. A property manager can give a 3-day notice to correct or quit after verbal abuse?

T or F

81. If a property manager terminates their agreement to manage a rental property, they are relieved of liability to the tenant as soon as written notice is provided to the tenant?

T or F