

Landlord Tenant Act of 1977 Ch. 24

1. What does the term 'abandon' refer to in this context?

- A) To inform the landlord of one's intention to vacate
- B) To give up possession of the premises
- C) To legally transfer rental rights to another party
- D) To give up possession of part of the premises

2. What constitutes a 'dwelling unit'?

- A) A structure used as a home, by an individual or a common household
- B) An apartment complex owned by a landlord
- C) Any commercial property rented by a business
- D) A mobile home that is owned but not rented

3. What is the time frame for notice considered to have been made when using certified mail?

- A) 1 day after mailing
- B) Immediately upon mailing
- C) 3 days after mailing
- D) 7 days after mailing

4. What constitutes actual notice of a fact for a person involved in a rental agreement?

- A) Having concrete knowledge of the fact
- B) Reading about it in public records
- D) Hearing about it from a third party
- C) Seeing it posted on social media

5. What must supporting information from a health care practitioner include when requested by the landlord?

- A) Effective date, license number, and type of professional license
- B) A summary of previous treatments provided
- C) Personal contact details and service fee structure
- D) General diet information for the emotional support animals

6. If a tenant wants to keep multiple emotional support animals, what is required?

- A) Proof of past ownership of emotional support animals
- B) Only a general statement of need for emotional support
- C) A letter from a health care practitioner addressing each animal and the need for multiple
- D) Individual doctors assigned to each ESA

7. Which of the following actions is prohibited by a rental agreement?

- A) Providing a forwarding address for future correspondence
- B) Waiving rights under the rental agreement
- C) Designating a representative to manage the property
- D) Agreeing to electronic notice if the party elects to do so

8. Which of these statements accurately describes the impact of an unsigned rental agreement by the landlord?

- A) It is void if not signed by both parties.
- B) Acceptance of rent without reservation gives it the same effect as being signed by the landlord.
- C) It automatically extends for another year if rent is accepted.
- D) A tenant can demand a signed agreement before moving in.

9. Under which condition can a party provide an email address in a rental agreement?

- A) Email address must be verified through a third party.
- B) It is required for all parties involved.
- C) It can only be provided after the agreement is signed.
- D) The agreement must have a provision allowing email communication.

10. Which of the following is NOT true regarding the authority of a landlord to adopt rules?

- A) Landlords can impose rules without notifying tenants.
- B) Rules must relate to the tenant's occupancy of the premises.
- C) Rules adopted must not conflict with rental agreements.
- D) The landlord can adopt rules concerning the tenant's use of premises, with proper notice.

11. What is the responsibility of a tenant if they anticipate being absent from the premises for more than 7 days?

- A) Notify the landlord upon returning.
- B) Leave a message on the landlord's voicemail.
- C) Notify the landlord in writing before the absence.
- D) No action is required if the absence is less than 10 days.

12. What happens if a tenant fails to notify the landlord of an absence of 7 days or more?

- A) The landlord has to wait for 14 days before entering.
- B) The absence will be automatically approved.
- C) The landlord can go in when they feel it is necessary
- D) The landlord can enter the premises after the 7 day period has passed.

13. What can be done if a claim or right arising under this chapter is disputed in good faith?

- A) It must be taken to court immediately.
- B) The claim is automatically invalidated.
- C) It may be settled by agreement.
- D) No action can be taken.

14. What can a tenant do if the landlord purposefully fails to provide essential services?

- A) Ignore the issue until the lease ends.
- B) Request a rent reduction for the next month.
- C) Immediately terminate the rental agreement.
- D) Procure essential services and deduct the cost from rent, after notice

15. What is the tenant's remedy if the landlord fails to comply with the rental agreement and the compliance cost is less than one month's rent?

- A) The tenant has no remedies available.
- B) The tenant may recover damages for the breach.
- C) The tenant must pay the full rent amount.
- D) The tenant can only complain to housing authorities.

16. If a tenant procures substitute housing due to the landlord's noncompliance, what happens to their rent obligations?

- A) They can choose to pay half of their rent.
- B) They are excused from paying rent for that period.
- C) The landlord must let them stay at the personal home.
- D) They must continue to pay their full rent.

17. Which of the following is a tenant's option if the landlord purposefully fails to provide essential services to the tenant?

- A) The tenant may recover damages, deliver written notice to the landlord and give them 3 working days to correct.
- B) The tenant may seek legal action immediately against the landlord and give a 12 day termination.
- C) The tenant may deduct the estimated future rent from current payments and tell the landlord to find substitute housing.
- D) The tenant may ask other tenants for help with services and use theirs' until the problem is fixed.

18. What is the notice period required for a tenant who has unauthorized persons residing in the rental unit?

- A) 5 days to correct or quit
- B) 14 days to correct or quit
- C) 7 days to correct or quit
- D) 3 days to correct or quit

19. Under what condition does a landlord NOT terminate the rental agreement due to noncompliance?

- A) If the tenant sends an email promising to change their behavior
- B) If the tenant pays half of the rent on time
- C) If the tenant partially vacates the premises
- D) If the tenant remedies the noncompliance adequately

20. What is the minimum notice period a landlord must give to terminate the rental agreement for noncompliance involving failure to maintain the unit?

- A) 3 days
- B) 10 days
- C) 14 days
- D) 5 days

21. If a tenant verbally abuses the landlord, how much notice must the landlord provide before terminating the rental agreement?

- A) 7 days
- B) 5 days
- C) 3 days
- D) 1 day

22. What action can a landlord take if substantially similar noncompliance occurs within 6 months after previous notice was given?

- A) Require the tenant to rectify the situation within 10 days
- B) Inform the tenant they must pay additional fees
- C) Terminate the rental agreement with a 1 day notice
- D) Terminate the rental agreement with 5 days' notice

23. How quickly must a hearing for possession be held after the tenant's appearance if the rental agreement is terminated due to noncompliance with 70-24-321(3) Gangs or drugs?

- A) Within 10 business days.
- B) It is not necessary to hold a hearing.
- C) Within 30 days.
- D) Within 5 business days.

24. If a landlord's claim for possession is granted, when must the writ of assistance be executed by the sheriff?

- A) At the sheriff's convenience.
- B) Immediately after the ruling.
- C) Within 5 business days of receipt.
- D) Within 3 business days of receipt.

25. Which of the following options allows the landlord to take possession of the dwelling unit without following legal procedures?

- A) Tenant causing excessive noise.
- B) Nonpayment of rent.
- C) Failing to give notice.
- D) Abandonment by the tenant.

26. What is the time frame for holding a hearing for damages for any breach of the rental agreement after the claim of possession has been adjudicated?

- A) 10 days.
- B) 45 days.
- C) 1 month.
- D) 30 days.

27. What happens if a tenant fails to remedy a breach affecting health and safety within 14 days after written notice?

- A) The landlord can increase the rent immediately.
- B) The landlord can enter the dwelling and perform repairs.
- C) The tenant is automatically evicted.
- D) The landlord must wait for the tenant to take action.

28. What should a landlord do if the tenant refuses to allow lawful access to the property?

- A) Give a 3-day notice to terminate the agreement.
- B) Issue a 24-hour notice to correct the situation.
- C) Notify the tenant of potential rent increase.
- D) File a lawsuit against the tenant.

29. What must a landlord do if a tenant has noncompliance for failure to maintain the dwelling unit and fails to remedy it after a 14-day notice?

- A) Forgive the noncompliance due to a lack of formal communication.
- B) Start eviction proceedings immediately.
- C) Visit the unit to check on the tenant's living conditions.
- D) Enter the unit to perform necessary work and bill the tenants.

30. What action may NOT be taken by a landlord in retaliation for a tenant's complaint about health and safety violations?

- A) Decreasing services
- B) Increasing the rent
- C) Issuing a warning notice
- D) All of the above

31. What must be done to calculate rent during a tenancy termination?

- A) Refund based on hours occupied.
- B) Apportion uniformly from day to day.
- C) Apportion from minute to minute.
- D) Charge double the amount for the remaining period.

32. Which of the following actions is prohibited in a rental agreement regarding liability?

- A) Requiring electronic mail address to enter agreement
- B) Indemnifying party for attorney fees
- C) Both A and B
- D) Limiting liability for negligence

33. Which information in the signed lease must a landlord disclose to the tenant before the tenancy begins?

- A) The names of all previous tenants
- B) The location of the nearest police station
- C) The name and address of the person managing the premises
- D) The history of maintenance issues with the property

34. What happens to the tenancy if a landlord and tenant do not establish a default extension period in their rental agreement?

- A) Tenancy is extended for another year
- B) The tenancy continues on a month-to-month basis
- C) The agreement automatically terminates
- D) The landlord has no obligation to renew

35. What happens if someone agrees to give up their rights or remedies in a rental contract?

- A) The rest of the contract still works
- B) The contract automatically renews
- C) The foregoment of rights has no effect
- D) It can be enforced if both parties agree

36. What must a tenant provide to prove their need for an emotional support animal?

- A) Documentation stating the need for the animal from a doctor
- B) Vaccine records for the animal
- C) Identification card for the animal
- D) Written determination from the landlord

37. What is the consequence for a tenant if their emotional support animal causes damage?

- A) The tenant has no consequences since the animal is a support pet
- B) The tenant is liable only if the landlord provided a written statement of damages
- C) The tenant are only liable if the damage is intentional
- D) The tenant is not liable for any damage caused by the animal

38. What are the valid methods for delivering notice to a tenant under a rental agreement?

- A) Through social media platforms
- B) Using certified mail or delivering in hand
- C) By sending a text message
- D) Leaving a voicemail

39. What damages may an aggrieved party be entitled to if the rental agreement is terminated without cause?

- A) Up to two months' rent
- B) No damages are entitled
- C) An amount agreed upon, exceeding one month's rent
- D) Up to one month's rent

40. Which of the following statements correctly describes landlord rights regarding firearm possession?

- A) A landlord can allow only certain types of firearms
- B) A landlord must provide secure storage for firearms
- C) A landlord cannot prevent tenants from legally possessing firearms
- D) A landlord can prevent all firearm possession on the premises

41. What must a landlord verify about smoke and carbon monoxide detectors at the start of a rental agreement?

- A) They must be installed only per tenant request.
- B) They should be battery-operated.
- C) They must be inspected monthly by tenants.
- D) They are in good working order.