Question MEE 1 – February 2026 – Selected Answer 1

Carla was not entitled to receive 12 months of unpaid rent from the tenant at the end of the lease term. When a tenant terminates a lease for a term of years early the tenant is required to pay the rent for the remainder of the lease term or find an assignee to take over their lease. The tenant must also give the landlord reasonable notice of their termination of the lease so they can find an alternative tenant. If the tenant does not find an assignee the landlord may find an alternative tenant to take over the lease and the original tenant will only be responsible for the difference between their rent terms and the new alternative tenant's rent terms. However, if the landlord finds qualified potential tenants and does not rent to them the original tenant is not responsible for the rent for the remainder of the lease term. Here, Carla validly leased the house she owned as a tenant in common with Alonzo and Barbara without their knowledge and consent. The house was leased as a residence for a two-year term to a tenant for a monthly rent of $1,200, thus making this a lease for a term of years. The lease began on January 1, 2023 and on December 10, 2023 the tenant notified Carla that they needed to relocate and would be moving out of the house at the end of the month and would not be returning. This is adequate notice, landlord should be given at least a months notice when a tenant is terminating a term of years lease early. here, the tenant gives Carla three weeks. Carla replied to the tenant to confirm the cancellation of the term of years lease and to notify them that they still owed the remainder of the rent for 12 months of the two-year lease. The tenant never replied to Carla and vacated the property three-weeks later on December 31, 2023. as of now the tenant would owe Carla the remainder of the rent. The next day Carla advertised the house for $1,200 rent, the same price term she had with the original tenant. Carla did this in the hopes to find an alternative tenant. She received rental applications from three qualified potential tenants, but deiced she no longer waned to be a landlord so she told them the house was off the market. When doing this Carla elevated the original tenant from paying the remainder of the lease term to her. This is a choice that Carla made she is responsible for her lost profit not the original tenant. Carla was not entitled to receive 12 months of unpaid rent from the tenant at the end of the lease term because she did not release the property to qualified potential tenants and took the house off the market.

Alonzo and Barbara were entitled to a share of the rental income payable to Carla under the two-year lease between her and the tenant because they are joint tenants with a right of Survivorship. Joint tenants with a right of Survivorship all share an equal interest right in the property conveyed. When renting the property all joint tenants are entitled to a share of the rental income even if some are joint tenants are unaware of or did not consent to the rental if the property.

In 2022 Alonzo, Barbra, and Carla's mother conveyed by deed a house that she owed to all three of them. The deed stated "as joint tenants with the right of survivorship and not as tenants in common." Therefore, Alonzo, Barbra, and Carla all own a 1/3 right to the house. Here, Carla validly leased the house she owned as a joint tenant with Alonzo and Barbara without their knowledge and consent. The house was leased as a residence for a two-year term to a tenant for a monthly rent of $1,200. Although being left in the dark Alonzo and Barbara are each entitled their 1/3 share of the rent income that was paid to Carla.

Alonzo and Barbara were not entitled to any of the house's fair rental value from Carla during the time of her possession of the house after the tenant's two-year lease expired because they are joint tenants with a right of Survivorship. Joint tenants with a right of Survivorship all share an equal interest right in the property conveyed. When one joint tenant is living in the house they do not owe their other joint tenants fair rental value for the property. This is because they all own an equal interest right and thus can live in the house at anytime they want. Carla moved into the house immediately after the tenant's term officially ended on December 31, 2024. Although the fair rental value of the house during this time was $1,500 Alonzo and Barbara are not entitled to that because Carla does not have to pay rent as a joint tenant. Additionally, Alonzo and Barbara as joint tenants are also allowed to occupy they house. As joint tenants with a right of Survivorship, Alonzo and Barbara were not entitled to any of the house's fair rental value from Carla during the time of her possession of the house after the tenant's two-year lease expired because Carla is not paying rent as a joint tenant.

Carla's leasing of the house to the tenant has no effect on the ownership interests in the house following her death. Joint tenants with a right of Survivorship all share an equal interest right in the property conveyed. Joint Tenants are allowed to lease their property during their lives. A joint tenant's share in the property is assumed by the other joint tenants upon their death. Therefore a joint tenant's interest cannot be devised upon their death. Additionally the prior leasing of a joint tenants share of the property while alive will not effect the ownership interests after their death, unless the lease is still active. Here, the prior tenant defaulted on the two-year lease in December of 2023 and in the first week of January 2024 Carla took the house off of the market and moved into it on December 31, 2024. there was no active lease on the house when Carla dies therefore no effect on the ownership interests. Additionally a joint tenants with the right of survivorship may not devise their interest in property upon death. A joint tenancy with the right of survivorship means that upon the death of one joint tenant the other alive joint tenants assume the dead joint tenant's share of the property. Therefore, Carla also cannot devise her interest in the house to her son. Upon her death her 1/3 share of the house was assumed by Alonzo and Barbara giving them each a 1/2 share of the house. Carla's leasing of the house to the tenant has no effect on the ownership interests in the house following her death.

Question MEE 1 – February 2026 – Selected Answer 2

1a. The issue is whether Carla was entitled to receive the 12 months of unpaid rent from the tenant at the end of the lease term. A tenant has two duties under a lease, those duties are to pay rent and avoid waste. A tenant is to pay rent in accordance with the terms of the lease that were agreed upon by the parties. A Periodic Tenancy is a tenancy that is fixed by an ascertainable time to commence and end (i.e 2 years, 18 months, etc). A Periodic tenancy may be terminated once the end of the fixed term has been reached and the tenancy has ended, or a tenant may terminate the lease early. However, if a tenant terminates the lease prior to the end of the lease period agreed upon by the parties, a tenant will be in breach of the leasehold agreement and a tenant may be liable for the remaining lease term. However, a landlord that receives notice of a tenants unequivocal early termination of the lease, the landlord may either accept the early termination by the tenant, where the landlord is not entitled to any future rent payments, or the landlord may refuse to accept such early termination and notify the tenant of such refusal. If a landlord refuses such early termination, the landlord has a duty to mitigate. The landlords duty to mitigate requires the landlord to make a good faith effort to lease the premises to another for the remaining term of the lease. If the landlord is successful, than the landlord may only recover unpaid rent from the original tenant for the months between the original tenants termination and when the new tenancy begins. However, if the landlord does not make a good faith effort to mitigate their damages (i.e to rent the lease to another) the landlord may be precluded from receiving the full remainder of unpaid rent from the original tenant.

Here, Carla and Tenant entered into a Periodic Tenancy, as Tenant was to rent/lease the premises from Carla for a fixed ascertainable period of 2 years. Tenant unequivocally terminated the lease early when she notified Carla that she will move out of the house at the end of the month and wont ever return. Carla acknowledged the termination by tenant, but nonetheless told tenant that tenant owed her the remaining 12 months - signifying that Carla did not accept the early termination by tenant. Carla initially made a good faith effort to re-rent the house when she advertised it for rent. However, Carla subsequently decided she no longer wanted the burden of being a landlord and informed potential tenants that the home was off the market. Thus, if Carla would have continued her good faith effort and secured a new tenant to take over the remaining months of the lease Carla would have been entitled to the unpaid rent from original tenant for the months between the termination and the new leasehold. However, given that Carla ditched her efforts from finding/accepting a new tenant - she failed to mitigate her damages as required of her. Thus, Carla is precluded from recovering the remaining 12 months of unpaid rent from tenant.

1b. The issue is whether Alonzo and Barbara are entitled to a share of the rental income payable to Carla under the lease. A Joint Tenancy With a Right Of Survivorship is an interest in land between two or more persons with 4 unities: (1) Possession, (2) Interest; (3) Time; (4) Title. All four unities must be met to have a joint tenancy with a right of survivorship. Each joint tenant is entitled to the use and possession of the entire property. Generally, a joint tenant that leases the property to a third party has a duty to pay the other joint tenants a portion of the rental income derived from the third party's use and occupation of the land. Here, Carla leased the premises to tenant (a third party) for a periodic lease term of 2 years. Thus, during the 2 year period, Carla as a joint tenant with Alonzo and Barbara had a duty to distribute and apportion the rental income derived from tenants leasehold to Alonzo and Barbara during the tenants rental period.

2. The issue is whether Barbara and Alonzo are entitled to any of the house's fair market value from Carla during the time of her possession of the house after the tenants two year lease expired. See rules of a joint tenancy with a right of survivorship above. Each joint tenant is entitled to the use and possession of the entire property. A joint tenant that occupies the premises does not have a duty to pay rent or other fair market value of the premises to the other joint tenants. That is, because each joint tenant has a right to use and possess the property as a whole. If one of the joint tenant(s) decides not to occupy or posses the property while the other joint tenant does in fact choose to to occupy and posses the property, the joint tenant occupying the premises does not need to pay or distribute any rent or fair market value to the other joint tenants because that tenant is simply exercising their rights to occupy the land under the interest in a joint tenancy. Simply, the other joint tenants may exercise their interest by occupying the premises as well , if they so choose.

Here, Carla initially leased the property to tenant for a 2 year term. At the end of the lease terms, Carla moved into the property. Carla, as a joint tenant with Alonzo and Barbara has the right to use and occupy the land given her interest in the land. Although Carla was responsible for sharing and apportioning the rent from the third party tenant to Alonzo and Barbara, Carla as a joint tenant does not have to distribute/apportion the fair market of the house while she occupied it. That is, Carla is simply exercising her right as a joint tenant to occupy and possess the property. Alonzo and Barbara have this right as well and may exercise it even if Carla is in possession. However, simply because Alonzo and Barbara chose not to exercise their right to possess/occupy the premises does not necessitate that Carla needs to apportion the fair market value of the property.

3. The issue is whether Carla's leasing of the house to the tenant had any effect on the ownership interests in the house following her death. See rules of a Joint Tenancy with a right of survivorship above. If a joint tenant dies, while the joint tenancy remains intact, the other joint tenants will assume the other joint tenants interest. Generally, a joint tenancy with a right of survivorship may be severed if a joint tenant conveys their interest or an interest in the land (especially if done without the approval of the other joint tenants). A severance can occur when a joint tenant coveys their interest as a joint tenant to another or acquires a mortgage over their interest in the land. If a severance occurs, generally, the joint tenant that created the severance (by conveying or acquiring the mortgage) will become a tenant in common. However, the remaining joint tenants will keep their joint tenancy with one another. If a tenant in common dies after the conveyance, then the heirs of the that tenant will take the interest. In some jurisdictions, a joint tenant that leases the property to another does not sever the joint tenancy, while others find that a lease is a conveyance and therefore severs the joint tenancy.

Here, Carla was a joint tenant with Alonzo and Barbara under a joint tenancy with a right of survivorship. Carla then validly leased the house to tenant, but without Alonzo and Barbaras approval. In many jurisdicitons this conveyance severed the joint tenancy upon the conveyance and Carla became a tenancy in common at the point of severance. After becoming a tenant in common, carla died leaving her interest to her son by will - thus the son would become a tenant in common with Alonzo and Barabara who maintain their joint tenancy with one another. However, if the joint tenancy was not severed by the lease (given that a lease is a temporary license/interest to possess the property) than once Carla died, Alonzo and Barabara would have assumed Carla's interest in the home.