

*Modern Real Estate Practice in Illinois, 6<sup>th</sup> Edition*  
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**Chapter 17 Review Quiz**

1. The Tidwell's apartment lease has expired, but their landlord has indicated to them that they may remain on the premises until a sale of the building is closed. The Tidwell's will be charged their normal monthly rental during this period. The tenancy held by the Tidwell's is called a(n)
  - A. year to year holdover.
  - B. estate for term.
  - C. estate at sufferance.
  - D. estate at will.
  
2. Generally, an oral lease for five years is
  - A. illegal.
  - B. unenforceable.
  - C. a short-term lease.
  - D. renewable only in writing.
  
3. Rent would best be defined as
  - A. the contractual consideration to a third party.
  - B. the consideration for the use of real property.
  - C. all monies paid by the lessor to the lessee.
  - D. the total amount owed under the terms of a lease.
  
4. If a landlord fails to provide heat to an apartment and the tenant is forced to vacate the premises, this is an example of
  - A. abandonment.
  - B. actual eviction.
  - C. constructive eviction.
  - D. lessor negligence.

5. Which of the following tenancies does *NOT* involve a lessor-lessee relationship?
- A. Tenancy at will
  - B. Tenancy in common
  - C. Tenancy from month to month
  - D. Tenancy from year to year
6. Under the provisions of a typical commercial lease, any trade fixtures that remain in the property after the lease has expired will be the property of the
- A. lessor.
  - B. lessee.
  - C. property manager.
  - D. whoever removes them.
7. A lease would be terminated by which event?
- A. The sale of the leased premises
  - B. The death of the tenant
  - C. The abandonment of the leased premises by the tenant
  - D. The expiration of the term of the lease
8. For a lease to be valid, it must contain all of the following *EXCEPT*
- A. the signatures of both the lessor and the lessee.
  - B. a statement of the specific length of time.
  - C. a statement of the retention of the reversionary interest by the lessor.
  - D. a description of the premises.
9. The authority to carry out the eviction of a delinquent tenant from rented property is held by the
- A. court.
  - B. landlord.
  - C. sheriff.
  - D. property owner.

10. A tenant's lease has expired, but the tenant has not vacated the premises or negotiated a renewal lease. The landlord has told the tenant to leave, but the tenant refuses to go. This type of occupancy is referred to as an estate
- A. for years.
  - B. from year to year.
  - C. at will.
  - D. at sufferance.
11. Donald leases a video arcade from Kerry. The lease does not specifically indicate who is responsible for making repairs to the premises. The expense of making such repairs is generally
- A. paid by the lessee.
  - B. paid by the lessor.
  - C. shared by the lessor and the lessee.
  - D. paid by the lessee who will be reimbursed by the lessor.
12. When a tenant sublets all or any part of the premises rented under a written lease
- A. the tenant assigns all right, title, and interest in the rented property to the new lessee.
  - B. the sub lessee becomes primarily responsible to the landlord for the payment of rent and maintenance of the property.
  - C. the original lease is automatically canceled and the sub lessee takes possession of the property on a month to month basis.
  - D. the original lease is unaffected unless it contains a provision that prohibits such subletting.
13. All of the following would acquire title to real property *EXCEPT* a
- A. grantee.
  - B. devisee.
  - C. vendee.
  - D. lessee.

14. The principal difference between an estate for years and an estate from year to year is that an estate
- A. for years is a life estate.
  - B. for years cannot be terminated.
  - C. from year to year must be in writing.
  - D. from year to year has no expiration date.
15. A lessee who pays some or all of the lessor's property expenses has a
- A. gross lease.
  - B. net lease.
  - C. percentage lease.
  - D. sublease.
16. The covenant implied in a lease that ensures that the tenant will not be evicted by someone claiming ownership of the property prior to that of the lessor is the covenant
- A. of seizin.
  - B. of quiet enjoyment.
  - C. of warranty forever.
  - D. against encumbrances.
17. A tenant has an estate for years. According to the written one-year lease, the tenancy will expire on May 1. For the landlord to obtain possession as of that date, he must give the tenant
- A. 30 days' notice.
  - B. 60 days' notice.
  - C. no notice.
  - D. notice as of April 15.
18. The owner of real estate who leases it to another is called the
- A. vendor.
  - B. lessor.
  - C. grantor.
  - D. trustor.

19. A lease that will terminate within one year of its inception
- A. is invalid.
  - B. violates the provisions of the statute of frauds.
  - C. must be in writing.
  - D. can be verbal.
20. Which of the following is the best definition of actual eviction?
- A. The right of a landlord to use the rental premises
  - B. The enforcement of a court order to remove a lessor
  - C. The landlord's reversionary right in the rental premises
  - D. The enforcement of a court order to remove a lessee
21. When a tenant holds possession of a landlord's property without a definite lease term but with the consent of the landlord, this is called
- A. tenancy in common.
  - B. tenancy at sufferance.
  - C. tenancy at will.
  - D. trespass.
22. In the event that it is necessary for a landlord to remove a tenant from the premises, he or she does it by
- A. refunding any rents paid.
  - B. refunding any security or other deposits paid.
  - C. filing a forcible and detainer action.
  - D. using the minimum amount of physical force necessary.
23. If a leased building collapsed and the tenant was forced to move out, this could be called
- A. constructive eviction.
  - B. effective eviction.
  - C. actual eviction.
  - D. detainer.

24. Under a tenancy for years
- A. the term of the lease must be for at least one year.
  - B. no notice is required to terminate the lease.
  - C. a 30-day notice is required to terminate the lease.
  - D. the statutory lease term is five years.
25. A lessee is in possession of property under a tenancy at will. Which of the following is true?
- A. The lessee has not received the consent of the landlord to possess the property.
  - B. The tenancy will terminate if the lessee dies.
  - C. The tenancy was created by the death of the lessor.
  - D. The tenancy has a definite termination date.
26. Under a percentage lease, the lessee may be requested to pay
- A. maintenance.
  - B. real estate taxes.
  - C. insurance.
  - D. a percent of gross receipts.
27. A tenant's lease does not terminate for five more years. The premises, however, have become too small to accommodate the tenant's growing business. Another business owner is interested in leasing the premises from the tenant for 3 years. Which of the following would the parties use for the tenant to lease the space to the business owner?
- A. Assignment
  - B. Novation
  - C. sublease
  - D. Tenancy at sufferance

28. A young couple with a toddler and an infant want to lease an apartment in a complex that is occupied primarily by adults. The rental agent only shows the couple apartments only on the first floor, facing the complex's garbage dumpsters. Which of the following is *TRUE*?
- A. The rental agent is protecting the other adults from the disruption of the children.
  - B. The rental agent should charge a higher security deposit for this family.
  - C. The rental agent should have suggested that the couple look elsewhere.
  - D. The rental agent should have inquired about the couple's preference.
29. The landlord's lease prohibits tenants from altering the property. If a person who uses a wheelchair cannot maneuver in the unit's kitchen
- A. the landlord is responsible for making all apartments accessible to people with disabilities.
  - B. the tenant cannot remedy the condition because of the terms of the lease.
  - C. the landlord should not have rented this apartment to the tenant.
  - D. the tenant is entitled to make the necessary alterations.
30. A tenant is leasing a house until he has saved enough money for the down payment to perform on the sales contract. What type of an arrangement is this?
- A. Lease with an option
  - B. Lease purchase agreement
  - C. Periodic tenancy
  - D. Purchase money mortgage
31. A lease agreement is signed by a lessee who is 17. Which statement is *TRUE*?
- A. A 17-year-old cannot sign a lease.
  - B. The lease agreement is voidable.
  - C. The lease agreement is valid provided the security deposit is increased.
  - D. The lease agreement is void.
32. An individual rents an apartment for one year. The landlord sells the building during the one year lease term. What effect does the sale have on the lease?
- A. The sale does not affect the lease.
  - B. The lease is automatically terminated.
  - C. The new landlord will decide whether to honor the existing lease.
  - D. The lease is terminated after 60 days' notice from the new owner.

33. The purpose of a security deposit is to
- A. provide additional revenue for the landlord.
  - B. repair damage to the property caused by the tenant.
  - C. pay for the last month's rent.
  - D. ensure that the lease is valid.
34. The lessor and lessee have agreed to a lease term of five years. How could the lessor ensure that the rental income during the term is reflective of the market conditions?
- A. Negotiate a new lease each year
  - B. Collect an additional security deposit each year
  - C. Negotiate an index lease
  - D. Negotiate a gross lease
35. A couple leased a banquet hall for their wedding reception. The lease began at 12:01 a.m. on June 23 and ended at 11:59 p.m. on June 24. This lease is *BEST* described as a(n)
- A. tenancy for years.
  - B. tenancy at sufferance.
  - C. tenancy from year to year.
  - D. periodic tenancy.
36. In which of the following leases would you *MOST LIKELY* find an escalator clause?
- A. Ground lease
  - B. Lease option
  - C. Index lease
  - D. Percentage lease

**IN ILLINOIS . . .**

37. In Illinois, how much notice is required for the termination of a month-to-month tenancy?
- A. 3 months
  - B. 60 days
  - C. 30 days
  - D. 10 days



38. In Illinois, how much notice is required for the termination of a farm tenancy?
- A. 30 days
  - B. 60 days
  - C. 4 months
  - D. 6 months
39. In Illinois, landlords are required by law to pay interest on tenants' security deposits if they hold deposits for more than six months, and receive deposits on residential leases in properties of
- A. fewer than 5 units.
  - B. 25 or more units.
  - C. 15 or more units.
  - D. 1025 or more units.
40. Which action is an Illinois landlord *NOT* allowed to do if he wants to evict a tenant?
- A. Sue for possession after a 10-day notice period
  - B. File a suit for forcible entry and detainer
  - C. Deliver a court order to the sheriff, who may forcibly evict the tenant
  - D. Forcibly remove the tenant under the doctrine of self-help