

Contract Law Analysis

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The Friendly Dawg, Landlord Lou, and Sunshine Yoga have their own lease agreements. The analysis determines the validity of the contracts between the parties, rights, claims, defenses, and remedies, and whether Landlord Lou has a basis to evict. The contract law is used to analyze the enforceability of such agreements and any breaches.

Contract Between The Friendly Dawg and Landlord Lou

Validity of the Contract

To have a valid contract, five elements are needed: offer, acceptance, consideration, capacity, and legality.

Offer

Landlord Lou made an offer to The Friendly Dawg to lease a pet supply store for \$500 per month (Kubasek et al., 2021).

Acceptance

Dave Dawgs signed a lease contract to accept the offer.

Consideration

There is a mutual consideration as Landlord Lou makes the space available, and The Friendly Dawg is to pay rent.

Capacity

Both parties can enter into such an agreement because they are both legal parties who can sign a contract (R. Miller, 2021).

Legality

The original business of the lease was a pet supply store, which is considered a legal business. Nevertheless, The Friendly Dawg was later to sell live animals, which was not stated in the lease, creating a possible violation (Beatty et al., 2018).

They have a valid contract, but the introduction of live animals might be a breach of the lease agreement, which only allowed a pet supply store.

Rights, Claims, Defenses, Obligations, and Remedies

Rights and Claims

The Friendly Dawg is entitled to use the leased premises and operate its business, provided it complies with the terms of the lease. Landlord Lou can demand rent and make sure that the tenant pays in accordance with the contract (Beatty et al., 2018).

As The Friendly Dawg violates the lease by selling live animals, Lou can assert that he or she violated the contract terms, and can be evicted or otherwise get remedies (Kubasek et al., 2021). The Friendly Dawg can justify not paying rent by arguing that Lou did not comply with the premises, e.g., by not having sufficient air conditioning to keep the animals cool.

Defenses

The Friendly Dawg might claim that the alterations were necessary to the health and safety of the animals, given that Lou failed to report the problems with the air conditioning system (R. Miller, 2021).

Obligations and Remedies

Landlord Lou has the responsibility to keep the premises well-maintained, including environmental aspects such as temperature control (Kubasek et al., 2021). By not fulfilling the duty, Lou could be defending against failure to pay rent by The Friendly

Dawg. If The Friendly Dawg is caught violating the lease, Lou can demand eviction or unpaid rental damages.

Contract Between Sunshine Yoga and Landlord Lou

Validity of the Contract

The verbal agreement between Landlord Lou and Sunshine Yoga introduces complexity, as it lacks a written contract (Smits, 2021). Not all valid contracts lack the necessary components: offer, acceptance, consideration, capacity, and legality.

Offer

In a meeting, Jasmine accepted an offer from Landlord Lou to rent the space at Sunshine Yoga for \$300 per month.

Acceptance

Jasmine accepted the oral offer, making it a binding contract, although it may not be written down (R. Miller, 2021).

Consideration

Sunshine Yoga pays rent to use the space, which fulfills the element of consideration.

Capacity

Lou and Jasmine are both legally able to make the agreement (Kubasek et al., 2021).

Legality

The lease was on a legal basis, running a business with yoga, and therefore, it also meets the requirements satisfactorily.

Although a verbal lease is taken, it satisfies the necessary conditions of a contract (Beatty et al., 2018). The verbal contract is enforceable based on the reliance, and Jasmine committed acts such as occupying the premises and paying rent over an extended period.

Rights, Claims, Defenses, Obligations, and Remedies

Rights and Claims

Sunshine Yoga is entitled to the peaceful use of the premises leased. The noise caused by the animals and the snake incident raised by Jasmine may amount to a breach of her rights as per the lease (Smits, 2021). As a landlord, Lou must make sure that the atmosphere is safe and quiet.

Defenses

Lou can maintain that the oral contract does not qualify as a legal contract as compared to a written lease. He can also claim that he is not to the trouble of The Friendly Dawg.

Obligations and Remedies

Landlord Lou has the duty of keeping the space habitable, dealing with the safety and environmental concerns (Kubasek et al., 2021). Failure may result in remedies by Jasmine, like rent reduction or lease termination.

Grounds for Eviction

Eviction of The Friendly Dawg

Lou, the landlord, can evict The Friendly Dawg in case it is established that the tenant breached the terms of the lease by selling live animals, which is prohibited

according to the initial terms of the lease (B. M. Miller, 2021). In case The Friendly Dawg does not pay rent and a breach has been proven, Lou can demand eviction.

Eviction of Sunshine Yoga

The eviction of Sunshine Yoga may not be easy, as there was no written lease with landlord Lou. Although a verbal lease is legally enforceable, it is harder to enforce (B. M. Miller, 2021). If either Sunshine Yoga fails to pay rent or the property is deemed unsafe, Lou is subject to eviction; however, he must encounter difficulties without written documentation.

Conclusion

Contract Law Analysis reveals that the leasing agreements are valid, but also identifies some potential violations. The Friendly Dawg may be at fault for selling live animals, whereas Sunshine Yoga faces difficulties due to the absence of a written lease. In both instances, there is a possibility that landlord Lou may be evicted, but it depends on the details of the violations and the defense presented.

References

- Beatty, J. F., Samuelson, S. S., & Abril, P. (2018). *Business Law and the Legal Environment, Standard Edition* (12th ed.). Cengage Learning.
- Kubasek, N. K., Browne, M. N., Herron, D. J., Dhooge, L., & Barkacs, L. (2021). *Dynamic Business Law: The Essentials*. McGraw Hill.
- Miller, B. M. (2021). A Common-Law Remedy for the Eviction Epidemic. *Mo. L. Rev.*, 86, 795.
- Miller, R. (2021). *Business Law Today* (13th ed.). Cengage Learning.
- Smits, J. M. (2021). *Contract Law: A Comparative Introduction*. Edward Elgar Publishing.