

# Daily Math Court (Adult Learner): Module 1

## Lesson 1

### MODULE ONE: LANDLORD AND TENANT

#### Lesson 1: Mary's Premature Eviction – Converting Among Fractions, Percentages, and Decimals

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##### 1.0 Lesson Overview & Learning Objectives

Welcome to Module 1: Landlord and Tenant. Please note that the legal principles and examples discussed in these lessons primarily refer to the laws and statutes of **Trinidad and Tobago**. While general legal concepts may apply elsewhere, the specific applications are tailored to this jurisdiction.

This lesson introduces learners to the foundational skill of converting between fractions, percentages, and decimals (with the aid of a calculator), a key concept for making informed real-life financial decisions. The storyline centres on Mary, a tenant who is evicted before the end of her rental month, prompting her to calculate how much rent she effectively lost. With simple examples, practical exercises, and an engaging legal scenario tied to tenancy rights, learners grasp how these mathematical concepts apply directly to their everyday life, legal knowledge, and faith-based principles of fairness.

##### Learning Objectives

*At the end of this lesson, the student should be able to:*

**(a)** *Use a calculator to convert among fractions, percentages, and decimals.*

**(b)** Calculate a fraction, percentage, or decimal part of a given number (e.g., find  $\frac{3}{4}$  of 120, or 0.74 of \$1800, or 45% of \$2000).

## 1.1 Math Brief #1

Let's break this into two main parts:

### Part A: Converting Among Fractions, Decimals, and Percentages

**Example 1:** If you eat  $\frac{3}{5}$  of a pizza, how do you write that as a decimal and a percentage?

- $3 \div 5 = 0.6$  (as a decimal)
- $0.6 \times 100 = 60\%$  (as a percentage)

**Example 2:** A shop discounts an item by 25%. How do you write that as a fraction and a decimal?

- $25\% = \frac{25}{100} = \frac{1}{4}$  (as a fraction)
- $25\% = \frac{25}{100} = 0.25$  (as a decimal)

**Example 3:** You saved 0.3 of your salary. What percentage is that?

- $0.3 \times 100 = \mathbf{30\%}$  (as a percentage)

### Part B: Finding the Fraction, Decimal or Percentage Part of a Number

**Example 1:** What is  $\frac{3}{4}$  of \$120?

- $(3 \div 4) \times 120 = 0.75 \times 120 = \mathbf{\$90}$

**Example 2:** What is 0.74 of \$1800?

- $0.74 \times 1800 = \text{\$1332}$

**Example 3:** What is 45% of \$2000?

- $(45 \div 100) \times 2000 = \text{\$900}$
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## **1.2 Case Study #1 (Fictitious); Case of the Premature Eviction**

### In the Matter Between Mary and Joe: An Eviction Dispute

On January 1st, Mary entered into a rental agreement with her landlord, Mr. Joe, for a property located at 15B Coronation Street, San Juan. Under this agreement, Mary paid a monthly rent of \$1500.

On May 17th, Mr. Joe issued a written notice to Mary, instructing her to vacate the premises immediately. Feeling pressured by this sudden order, Mary left the property right away on that same day.

Mary now contends that this forced move is an unfair eviction, and she believes she suffered a financial loss as a result. She is considering legal action against Mr. Joe and needs a clear accounting of the money she lost.

### **Instructions for Expert Witness:**

As Mary's expert, your task is to assist her in understanding the full extent of her financial losses. Your precise calculations will be crucial for her to assess

her claim and prepare for potential legal action against Mr. Joe. Please calculate the following:

- (a) How many days did Mary occupy the premises during the month of May?
- (b) What fraction of May did Mary stay in the property?
- (c) What percentage of her May rent did Mary lose due to her early departure from the premises.

### 1.3. Detailed Math Solution to Case Study #1

Click the link below to view the YouTube Solution.

[View YouTube Solution](#)

## 2.0. Legal Perspectives Relating to Case

This case study, involving Mary and Mr. Joe, highlights a common dispute in landlord-tenant relationships: a premature and potentially unlawful eviction. From a legal standpoint, the core issues revolve around the terms of the rental agreement, the landlord's obligations, the tenant's rights, and the proper procedure for terminating a tenancy.

### 2.1 Mary's (Tenant's) Legal Perspective:

Mary has a strong legal position, likely arguing that she was subjected to an **unlawful or wrongful eviction**. Key points supporting her claim include:

- **Breach of Contract:** The rental agreement (even if verbal, though written is specified) establishes a contractual relationship. Mr. Joe's sudden demand to vacate likely constitutes a breach of this agreement, especially concerning the agreed-upon tenancy period (implied monthly, given monthly rent).
- **Inadequate Notice Period:** Most jurisdictions, including Trinidad and Tobago (governed by the Landlord and Tenant Act, among other relevant

laws and common law principles), require landlords to provide a specific, reasonable period of written notice before a tenant is required to vacate. For a monthly tenancy, this is typically at least one month's notice, often expiring at the end of a rental period. Mr. Joe's demand on May 17th for immediate vacation is almost certainly insufficient and therefore unlawful.

- **Right to Quiet Enjoyment:** Tenants have a fundamental right to "quiet enjoyment" of the premises, meaning they can occupy the property without unlawful interference from the landlord. Being pressured to leave immediately breaches this right.
- **Constructive Eviction:** While Mary physically left, her departure was "feeling pressured by this sudden order." This could be argued as a **constructive eviction**, where the landlord's actions, though not physical force, rendered the property uninhabitable or made continued occupancy impossible/unreasonable, thus forcing the tenant to leave.
- **Financial Losses (Damages):** Mary is entitled to seek compensation for her financial losses incurred due to the unlawful eviction. These could include:
  - **Pro-rated Rent:** Refund for any days in May for which she had paid rent but did not occupy the premises after May 17th.
  - **Moving Expenses:** Costs associated with relocating, such as hiring movers, transport, or packing supplies.
  - **Temporary Accommodation:** Costs for any interim housing if she couldn't immediately find new permanent housing.
  - **Higher Rent for New Accommodation:** If comparable new housing was more expensive.
  - **Security Deposit:** Ensuring the full and timely return of her security deposit.
  - **Loss of Property:** Though not stated, if any property was lost or damaged in the hasty move.

## 2.2 Mr. Joe's (Landlord's) Legal Perspective:

Mr. Joe's legal position appears weak based solely on the provided facts.

- **Lack of Just Cause/Proper Procedure:** The case study does not mention any breach of the rental agreement by Mary that would justify an immediate eviction. Even if there were a breach (e.g., non-payment of

rent, property damage), Mr. Joe would still be required to follow specific legal procedures, including providing proper notice and potentially obtaining a court order for possession. His "written notice... instructing her to vacate immediately" is a procedural misstep.

- **Risk of Damages:** His unlawful actions expose him to liability for Mary's financial losses.
- **Argument of Voluntary Departure (Weak):** Mr. Joe might attempt to argue that Mary left voluntarily. However, the phrase "feeling pressured by this sudden order" indicates that her departure was not truly voluntary but rather coerced by his unlawful demand. A court would likely scrutinize the circumstances that led to her immediate departure.

### Key Legal Issues in this Case:

- **Lawfulness of Notice:** Was the notice valid in terms of content, form, and length as per the governing laws? (Highly unlikely in this case).
- **Due Process:** Did the landlord follow the correct legal steps for eviction, which typically involve notice, opportunity to cure (if applicable), and potentially court proceedings for an order of possession? (Evidently not).
- **Tenant's Rights:** Was Mary's right to peaceful occupancy and proper notice violated?
- **Damages:** What actual financial losses did Mary suffer as a direct result of Mr. Joe's actions?

### 3.0 Legal Dos and Don'ts for Tenant and Landlord

These guidelines are focused on legal compliance and best practices to avoid disputes like the one between Mary and Mr. Joe.

#### For the Tenant (Mary's Position):

- **Do's:**
  - **Read and Understand Your Rental Agreement:** Know the terms regarding rent, notice periods, duration of tenancy, and termination clauses before signing. Keep a copy.
  - **Keep Meticulous Records:** Document all rent payments (receipts, bank statements), all communications with the landlord (emails, letters with

- dates), and any maintenance requests or issues with the property.
- **Know Your Rights:** Familiarize yourself with the basic landlord-tenant laws in your jurisdiction regarding notice periods for eviction, habitability standards, and deposit returns.
  - **Seek Legal Advice Immediately:** If you receive an eviction notice or feel pressured to vacate, consult with a lawyer or legal aid service *before* taking any action. Do not assume the landlord's demands are legally binding without verification.
  - **Document Condition of Property:** Take photos or videos of the property's condition upon moving in and moving out to protect your security deposit.
  - **Communicate in Writing:** Respond to any landlord requests or notices in writing, clearly stating your position and referencing relevant dates.
- **Don'ts:**
    - **Vacate Immediately Under Pressure:** Unless there is an immediate safety threat, do not leave the premises simply because the landlord demands it. Always seek legal counsel first to determine the legality of the demand.
    - **Stop Paying Rent Prematurely:** Unless explicitly advised by legal counsel due to severe landlord breaches, continue paying rent to avoid giving the landlord a legitimate reason for eviction.
    - **Damage the Property:** Avoid causing damage to the property, even if you are angry or frustrated. This can be used against you in any legal proceedings.
    - **Engage in Verbal Altercations Only:** Relying solely on verbal agreements or discussions makes proving your case difficult later. Always follow up verbal conversations with a written summary.

#### **For the Landlord (Mr. Joe's Position):**

- **Do's:**
  - **Have a Clear, Written Rental Agreement:** Use a comprehensive lease that outlines all terms, responsibilities, notice periods, and termination conditions.
  - **Know and Follow the Law:** Thoroughly understand and strictly adhere

to all local landlord-tenant laws regarding notice periods for eviction, property maintenance, security deposit handling, and entry into the property.

- **Provide Proper Written Notice:** If you intend to terminate a tenancy or evict a tenant, always provide the legally required amount of written notice, ensuring it is delivered correctly (e.g., registered mail, personal service).
- **Document Everything:** Maintain detailed records of all rent payments, communication with tenants, property inspections, repair requests, and any notices issued.
- **Seek Legal Counsel for Evictions:** Eviction processes can be complex and legally sensitive. Always consult with a lawyer specializing in landlord-tenant law before initiating any eviction proceedings.
- **Respect Tenant's Rights:** Understand and respect a tenant's right to quiet enjoyment and privacy.
- **Don'ts:**
  - **Issue Immediate Eviction Notices Without Cause or Proper Notice:** Do not demand a tenant vacate "immediately" or without following the legally prescribed notice period and process. This is almost always unlawful.
  - **Engage in "Self-Help" Eviction:** Never attempt to physically evict a tenant by changing locks, cutting off utilities (water, electricity), removing their belongings, or using threats or intimidation. These actions are illegal and can lead to severe penalties.
  - **Ignore the Lease Agreement:** Do not unilaterally change terms of the lease or disregard clauses agreed upon in the rental agreement.
  - **Withhold Security Deposits Unjustly:** Follow legal guidelines for the return of security deposits, including providing an itemized list of deductions if any are made.
  - **Discriminate:** Do not discriminate against tenants based on protected characteristics (e.g., race, religion, gender, family status) in accordance with anti-discrimination laws.



## 1.6. Interactive Quiz

Click the link below to do the Interactive Quiz. [Take the Quiz](#)

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### End of Lesson 1 – Congratulations!

Well done on completing this lesson so far! Keep up the great work as you progress through the remaining lessons. Remember, successfully completing all the interactive tests at the end of each lesson is key to mastering the material. Once you've finished the entire module, you'll be eligible to apply for your well-deserved **Certificate of Participation**, a testament to your dedication and learning journey with The Math Court!

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