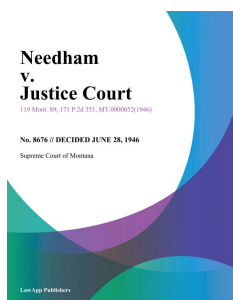


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NEEDHAM V JUSTICE COURT EBOOKS 2019



Author: Supreme Court of Montana

Realese Date: Expected @@expectedReleaseDate@@

1. Landlord and tenant ? Words u0026amp;; Phrases ? What constitutes a "tenant from month to month." Where a person entered into the possession of offices under an oral agreement to pay \$100 per month in advance as rent therefor and without any new agreement such person held over for a considerable period of time paying to the landlords \$100 on or before the 15th day of each month, such arrangement constituted the person a "tenant from month to month." 2. Landlord and tenant ? Holding over after notice ? Consent to changed terms. A tenant from month to month upon being served with the statutory notice of increase in rent upon the expiration of the month may deliver up the premises to the landlord at the expiration of the month, or the tenant may hold over and continue in possession, in which event he assents to the changed terms, rents, and conditions specified in the notice. 3. Landlord and tenant ? Status of tenant holding over. A tenant must deliver up the premises to the landlord on the termination of the lease, and a tenant can hold over rightfully only pursuant to a valid agreement with the landlord, and the tenant may hold over by laches of the landlord who at his election may treat the tenant as a trespasser or accept him as a tenant, but a tenant holding over has to election to regard himself as a tenant. 4. Landlord and tenant ? This case ? holding over amounted to unlawful detainer. Where a tenant from month to month refused to pay the increased rental as required by statutory notice served upon him by the landlords, the landlords by serving upon the tenant three days notice in writing elected to treat him as a tenant from month to month, and upon being served with such notice the tenant had three days in which to pay the rent or to deliver up the premises, and, by continuing in possession without paying the rent or delivering up the possession, the tenant became guilty of unlawful detainer. 5. Courts ? When supreme court cannot interfere with inferior court. The Supreme Court cannot interfere with a proceeding in an inferior court or supervise such court for following the controlling statutes as construed by the most recent decision of the Supreme Court. 6. Landlord and tenant ? Treble damage statute mandatory. The statute authorizing judgment to be rendered against a defendant guilty of unlawful detainer for three times the amount of damages assessed and of rent found due is mandatory, imposing the duty on - Page 90 the trial court to treble the amount of damages assessed and the amount of rent found due. 7. Statutes ? Particular controls over general. When a general and particular provision of a statute are inconsistent, the particular provision will prevail.

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