



Quiz

Case v Frimont [2021] NSWCA 30 – Residential Tenancy Agreements and Estates

1. Mr Albert Case is Donald's:
 - a. Uncle
 - b. Father
 - c. Grandfather
 - d. Brother

2. The appellant alleged that Robert could:
 - a. Pass on his rights or entitlements to the land to the appellant
 - b. Pass on his rights and entitlements to the land to his children
 - c. Pass on his rights and entitlements to land to any of his siblings
 - d. None of the above

3. The estate argued that:
 - a. The elements of the contract must be established
 - b. The mere beneficiary of the estate had no legal or equitable interest in the estate assets themselves
 - c. A tenancy at will is determinable by one month's notice in writing, expiring at any time
 - d. All of the above

4. s 13 of the *Residential Tenancies Act 2010* (NSW) states that:
 - a. A residential tenancy agreement must be in writing
 - b. A residential tenancy agreement need not be written or formal
 - c. A residential tenancy agreement must be oral
 - d. A residential tenancy agreement cannot be implied
5. The Court of Appeal held that:
 - a. There was no error by the Court at first instance with respect to any of the residential tenancy agreements that were alleged
 - b. There were two errors by the court at first instance with respect to the residential tenancy agreements that were alleged
 - c. The definition of a residential tenancy refers strictly to owners and lessors
 - d. Three residential tenancies existed with either the dying uncle or the administrator

Answers:

1. c 2. a 3. d 4. b 5. a