

COMMONWEALTH v. HOOD

BACKGROUND

This mock trial is based upon the legend of Robin Hood, but updated to modern times.

NOTE: For ease of reading, masculine pronouns were used, but obviously these parts can be played by anyone.

PARTS TO ASSIGN

Prosecutor
Sheriff of Nottingham
John/Joan King (theft victim)

Defense Attorney
Robin Hood (defendant)
Marian/Marion Fitzwalter (defense witness)

POSSIBLE EXHIBITS

Lease
Bag of money with a big "\$"
Feathers
Rent Laws of Stroudsburg

THE CASE

This is a criminal case because we find the kids understand "guilty" and not guilty" better than they do comparative negligence.

Robin Hood is charged with theft, and has an interesting "defense" to throw upon the jury. Each lawyer and actor should read this entire document to understand the full story.

John King should testify first about the theft and how it occurred. Next the Sheriff can testify as to how he caught Robin.

Defense will call Marian to talk about how terrible John King is and then Robin can be the star witness at the end!

FACTS

Marian is a maid, working at a local hotel. She earns minimum wage and rents a beat up old apartment in Stroudsburg. The landlord is the evil John King, the meanest slumlord in all of the subdevelopment known as Sherwood.

Marian has done everything she can to raise enough money to pay her rent each month, but evil John King keeps increasing her rent.

Marian has a month by month lease which allows the landlord to raise the rent for "just cause". John has been ordered by the health board to repair the home many times and to fumigate it to

get rid of the roaches and every time he has to do those things, he considers them "just cause" for a rent increase.

In April of 2007, Marian's rent was increased from \$400 a month to \$750 a month. She told John she could not pay the rent, and he got a hammer and nail and posted a notice on her door stating that if the rent was not paid by the 15th of April, he would enter the dwelling and forcibly remove her from the premises.

Maid Marion was very upset and didn't know what to do, because there was no way she could raise that much money on the minimum wage. She went to sleep crying but was awakened the next morning by a knock on the door. When she went to see who was there, she found a bag of money on the doorstep – just enough to pay the rent! She also found a feather.

John arrived at noon to force her out, bringing with him the Sheriff of the Nottingham subdevelopment. Instead, Marian handed him the money (and demanded a receipt). John was very upset, and said "This money bag looks exactly like the kind I use! And I had some money stolen just last night!"

John was going to just take the money (since he was convinced it was his) but the sheriff said that unless he could prove it was definitely his, he could not do that. Saying "Curses, foiled again!", John accepted the money as payment on the rent, but said that he would have to raise the rent again next month to \$900.

As they left, the sheriff then inquired of John what had happened. John explained that he was taking his bag of money to deposit in the bank the day earlier when he was attacked and the money stolen. He had been walking down Quaker Alley in Stroudsburg, passing by the old cemetery, when out of nowhere an arrow swooped past his head, knocking his hat off. He couldn't tell where it was coming from so he just ran as others swished by, and as he was running for his life, he dropped his money. He didn't see who had picked it up.

When he reported this to the sheriff, he investigated the area and found a few arrows and a feather which matches the one found by Marian. Putting two and two together, he sought out Robin Hood, a known ne'er-do-well who has no known address but is often found hanging out on the streets of Stroudsburg. Finding him wearing a hat with a matching feather, the sheriff immediately arrests Robin and charges him with theft.

During the trial, Robin should take the stand and then confess. (It might be fun for his/her attorney to become flustered over this, as if that was unexpected.)

Robin's confession should go something like this:

"John King steals from the poor every day; he charges more rent than he is legally allowed to charge, and if anyone here is a thief, it is him! I have here a copy of the Rent Laws of Stroudsburg which clearly state that all rents can only be increased yearly on any individual tenant, and then by a maximum of 10%. John King is breaking the laws!

I admit that I scared him into dropping the money he stole from the good, hardworking people of Monroe County, but I didn't keep it – I gave it back to the people he stole it from! I am no thief!"

LEASE

RESIDENTIAL LEASE AGREEMENT

1. NAMES OF LANDLORD AND TENANT

Name of the Landlord: John King

Name of the Tenant: Marian Fitzwalter

2. LEASED PROPERTY

The *leased property* is the place that Landlord agrees to lease to the Tenant. The leased property is: 1A Sherwood Commons, Stroudsburg, PA.

3. STARTING AND ENDING DATES OF LEASE AGREEMENT

This lease starts on January 1, 2007. This lease is a month to month lease. The Tenant or Landlord may terminate this agreement by giving the other party a 30 day notice.

4. RENT

The amount of rent is: \$400.00 each month.

The landlord may raise the rent for just cause. The Tenant will be notified of any proposed new increase at least 30 days in advance. The Tenant must notify the Landlord of the Tenant's decision to stay or leave at least 15 days after said notification. Otherwise the tenant will be responsible to pay the new rental amount.

5. SECURITY DEPOSIT.

Tenant agrees to pay a security deposit of \$400.00.

**RENT LAWS
OF
STROUDSBURG,
PENNSYLVANIA**

ARTICLE I TENANTS

§000-1 Tenant Duties

- A. Tenants must obey all the terms of the lease.
- (1) Tenants must pay rent on time.
 - (2) Tenants must keep the leased property in good, clean condition and not cause any damage to the property.
 - (3) Tenants must tell the landlord in writing if there is anything wrong with your property, including, but not limited to, bad wiring, water leaks, and/or a broken furnace.
 - (4) Tenants must obey all the rules and regulations regarding the property and the area in which you live.

§000-2 Tenant Rights

- A. Right to privacy.
- (1) In the event that there is an emergency, the landlord or his agent may enter to repair or correct the problem;
 - (2) In the event there is a complaint concerning the premises, the landlord or his agent may enter for inspection;
 - (3) In the event there are problems with the property, the landlord or his agent may enter and do the necessary repairs; and/or
 - (4) In the event there are necessary duties for maintenance and upkeep of the property, the landlord or his agent may enter the premises.
 - (5) In the event the tenant moves from the premises, the landlord or his agent may enter and show the property to prospective tenants.
The landlord or his agent should try to contact the tenant and make prior arrangements to enter the premises if possible.
- B. Exercise Tenants' rights under the terms of the lease agreement if the landlord does not live up to his duties.
- (1) Tenants must first try to bring any complaints to the landlord or his agent so they can take care of the problem
 - (2) If the landlord or his agent does not take care of the problem Tenants may:
 - a. Complain to local building and/or health departments;
 - b. take the Landlord to court and ask the Judge for help;
 - c. Move out and terminate the lease agreement.

ARTICLE II LANDLORDS

§000-3 Landlord Duties

A. Landlords must obey all the terms of the lease.

- (1) Landlords may not raise the rent more than once per year. Nor may the increase be more than 10% in any given year. Landlords must give Tenants a 30 day notice of any rent increase.
- (2) Landlords must respond to emergency repairs immediately after notification.
- (3) Landlords must maintain the property in good, safe, working order and promptly repair all electrical, plumbing, sanitary, hearing, ventilating, air conditioning and other facilities and appliances supplied by the Landlord, or are required by the lease or any law to supply, after being notified by the tenant.
- (4) Landlords must do all necessary repairs and maintenance to put and keep the premises in a fit and habitable condition;
- (5) Landlords may NOT raise the rent to pay for necessary repairs and maintenance;
- (6) Landlords must comply with current building and housing codes;
- (7) Landlords must give Tenants a copy of the rules and regulations regarding the property and area that is being leased.
- (8) Landlords must notify Tenants, in writing, of any rules and/or regulations that they have broken.

§000-4 Landlord Rights

A. Landlords have the right to enter the leased property:

- (1) to repair or correct any problem reported by the tenant;
- (2) to inspect the premises if there is reason to suspect damage or misuse of property;
- (3) to properly upkeep and maintain the property in good, safe, working order and promptly repair all electrical, plumbing, sanitary, hearing, ventilating, air conditioning and other facilities and appliances
- (4) to show the property to prospective tenants.

If possible, the landlord or his agent should contact the tenant to make arrangements to enter the premises.

B. Landlords have the right to exercise their rights under the terms of the lease agreement if the tenants do not live up to their duties.

- (1) Landlords may evict Tenants if they are not obeying the terms of the lease agreement including, but not limited to, not paying the full rent on time.

- (2) If a tenant breaks a lease, the landlord may use the security deposit to protect from loss if:
 - a. a tenant fails to pay rent;
 - b. a tenant damages the rental property,;
 - c. a tenant leaves before the end of the rental term or without proper notice;
 - d. the landlord has court costs evicting the tenant or other costs of re-renting the rental property;
 - e. if a lien is created on the rental property because of the tenant's use.

- C. Landlords may to impose a late fee on rent unpaid each month in an amount of the greater of \$15 or 5 percent of the rental payment. A late fee may be imposed only one time for each late rental payment and may not be deducted from a subsequent rental payment so as to cause the subsequent rental payment to be in default.

6. RULES AND REGULATIONS

Tenant agrees to obey all rules and regulations for the leased property. If Tenant breaks any rules or regulations for the leased property, tenant breaks this lease.

7. CARE OF LEASED PROPERTY

Tenant is responsible for, and will take good care of, the leased property and all of the property in and around the leased property. Tenant agrees to pay for any damage that occurs while she lives in the leased property.

8. UTILITY SERVICES

Tenant agree to pay all charges for utilities and services supplied to the leased property. Landlord has the right to turn off service to the leased property in order to make repairs or to do maintenance.

BY SIGNING THIS LEASE AGREEMENT, EACH TENANT AGREES THAT THE TENANT HAS READ AND UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.

Date: _____

LANDLORD

Date: _____

TENANT