Landlord-Tenant Law

Name

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Course

Date

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**Background**

Larry Landlord has put up a house for $800 a month. He has been in the real estate business for five years and he hopes on getting a god tenant. Roger Tenant is on the lookout for a house and he comes across Larry’s apartment, which he thinks is ideal. Roger notices that the exterior of the apartment looks worn-out and he asks if the house has any leaks. Larry assures Roger that the house does not have any leaks. The two parties enter into a valid contract, and after several months, Roger notices a minor leak and puts a trash can under it. He notifies Larry of the issue and Larry promises to repair it. After a month, Larry still had not fixed the leak, and it destroys Roger’s furniture and household items, some of which were valuable. Roger calls Larry to tell him about the issue, and Larry responds in an offensive manner. The following day, roger sends Larry a letter, asking him to repair the leak. A week after, there is another heavy downpour, during which Roger’s items were damaged as a result of the leak. Roger calls Larry to inform him about the issue, and Larry responds rudely. In a bout of rage, Roger throws a bat against the wall and damages it. Larry eventually comes to investigate the leak and realizes that there are additional damages as a result of the bat. Roger argues that his anger was justified due to Larry’s discourteous response.

**Case analysis**

**Legal rights and responsibilities of the tenant and the landlord**

A tenant has an obligation to pay rent in full and in a timely manner as agreed (Rohan, 2017). Based on the case, Roger fulfilled the above obligation. The tenant is also required to pay any late fees and dispose garbage in an appropriate manner. Thirdly, the tenant is expected to maintain the property in an appropriate manner, taking great care not to damage it. Roger did not comply with the above obligation as he damaged the building with a baseball bat. The tenant is also forbidden from subletting the property without the consent and knowledge of the landlord and from making disturbances or safety hazards that would negatively affect other tenants. Based on the case, Roger was an ideal tenant in that he co-existed peacefully with other tenants. A tenant is also required to notify the landlord in case of any repairs, and allow the landlord to make periodic inspections of the property (Rohan, 2017).

A tenant has various rights that are protected by the law. First, the tenant has a right to prohibit the landlord from entering the property except during pre-arranged times. Secondly, the tenant has a right to receive a full refund of any security deposits minus any expenses associated with property damages or unpaid rent (Rohan, 2017). As such, in the event that Roger would want to vacate the property, Larry ought to refund any deposits after deducting the amounts used to repair the damage to the wall. The tenant also has a right to have the property and appliances maintained in a timely fashion. With this in mind, Roger had a right to expect the leaking roof to be repaired promptly. Other than the aforementioned rights, the tenant also has a right not to be evicted without appropriate notice, not to be discriminated against, and to be informed in writing regarding any changes to the contract.

A landlord also has obligations that should be performed during and after renting out the property to a tenant (Brown, Portman, & Rosenquest, 2017). The landlord has an obligation to maintain the property, including making payments for repairs. For this reason, Larry had an obligation to ensure that the leaks were repaired. The landlord is also required to provide notification in writing when the property intends on being transferred to another tenant. The law prevents the landlord from turning off utilities in an effort to reclaim owed rent amounts. Lastly, the landlord should ensure that the property is safe, and that tenants who are causing problems to other tenants are dealt with (Brown, Portman, & Rosenquest, 2017). On the other hand, the law protects landlords by giving them a right to expect rent payments in time and in full. Larry’s rights with regards to rent payments were fulfilled as roger paid his rent in time. In addition, the landlord is given a right to inspect the property at agreed times and at certain circumstances. The landlord also has a right to increase rent in compliance with agreed-upon amounts and time periods. Lastly, the landlord has the right to have the property protected from damage and undue disturbances. Roger infringed upon Larry’s right by damaging his property.

**Whether or not the landlord and / or the tenant had a legal duty to mitigate damages**

Mitigation is aimed at lessening the impact of losses, and both the landlord and tenant have legal duties to mitigate damages. According to Van Zuver v. Globe Alumni (2014), tenants have a duty to mitigate damages by ensuring that the property incurs the least damage possible. Roger should have made taken appropriate measures to protect Larry’s property from damage. Such measures may have included obstructing the leak to prevent the water from damaging Larry’s property, or making minimum repairs at reduced costs. He should have sought the necessary and compensation from Larry based on the amount used for repairs. With regards to the landlord, he had a right to expect his property to be maintained without any damage. The tenant has an obligation to ensure that the property is not damaged. However, Roger damaged Larry’s wall in a bout of anger, therefore infringing upon Larry’s rights. Additionally, Roger did nothing to protect Larry’s building from being negatively affected from the leaking roof. He knew that it would rain soon, but he merely moved his possessions away from the leaking roof and did nothing to mitigate the damage from the leaks. On the other hand, a landlord has a duty to mitigate damages to ensure that the tenant’s losses are lessened (George & Sherry, 2016). Larry had a duty to maintain the property for repairs. He failed to perform his duty, therefore causing damages to Roger’s furniture and memorabilia.

**Whether or not Larry has legal grounds to evict Roger**

Larry has legal grounds to evict Roger based on a breach of contract. According to contract law, a breach of the terms and conditions of a contract gives the wronged party the right to call off the contract (George & Sherry, 2016). Roger had a duty to ensure that Larry’s property was appropriately maintained other than the ordinary instances of wear and tear. However, Larry negligently damaged the property by throwing a bat against the wall, therefore damaging the drywall and the electrical socket. Since Roger deliberately damaged Larry’s wall, he violated terms of the contract. For this reason, Larry has a right to terminate the contract and evict Roger from the apartment. However, Larry may choose not to evict Roger, and instead, he may only require Roger to pay for the damages, after which the contractual agreement can proceed as before. In such a case, Larry should issue Roger with a “Three Day Notice to Cure or Quit” notice, where the landlord gives the tenant the option of paying for the damages or quitting the agreement. Roger is required to respond within three days. If he agrees to pay for the damages, then he does not have to be evicted. However, if he refuses to pay for damages to the wall, he should vacate the apartment. If the tenant fails to respond to the three-day notice, the landlord can go to court to obtain judgment to have the tenant evicted. If the tenant fails to evict immediately, the tenant may be forcibly removed by the authorities (Brown, Portman, & Rosenquest, 2017).

**Whether or not Roger has a legal obligation to pay for the damage he caused and whether or not Larry would be liable for any direct damage**

Roger has a legal obligation to pay for the damage he caused. One of the obligations of a tenant is to ensure the proper maintenance of the property. In the event that a tenant has damaged the property through negligence, the landlord has a right to seek remedy for the damage. For this reason, Larry has a right to seek damages up to the amount at which it would cost to repair the wall that was damaged by Roger. The landlord should issue the tenant with a “Three day Notice to Pay or Quit”, where the tenant should respond by making payments for the damages caused (Brown, Portman, & Rosenquest, 2017). Larry is not responsible for the damage caused to the wall as it occurred in response to Roger’s behavior. Roger could have controlled his actions and refrained from damaging the drywall.

**Conclusion**

Landlord-tenant relationship is addressed by the law, with each party required to perform distinct duties and obligations. The law also accords each party various rights. With regards to the case at hand, Larry failed to repair a leaking roof, which consequently damaged his property as well as Roger’s possessions. On the other hand. Roger damaged Larry’s building, but claims that he Larry should be liable for the damages. However, Roger had a responsibility to maintain Larry’s property, but he failed to do so, and as a result, he should be liable for any losses emanating from the repairs of the wall. Larry may opt to evict Roger from the property, but he also has an option of requiring Roger to pay for the damages, after which the contractual relationship can continue as before. Both Larry and Roger had an obligation to mitigate against damages by ensuring that the other party incurred as minimal damage as possible. Roger should have mitigated damage in Larry’s house so as to contain the damage.

References

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