

Landlord's Liability for Defective Conditions

Six-year-old Elizabeth Piccola was playing at a friend's home in the Valley when she fell through a sliding glass door and sustained injuries. The door was made of plate glass, not safety glass.

Her parents sued the owner of the rental property, a Mr. Woodall. They alleged that the landlord was negligent in not warning the renters, the Steinburg family, of the lack of safety glass in the arcadia door.

The Piccolas also maintained that Woodall had a duty to exercise reasonable care for the safety of his tenants --and the renters' guests -- and make the house safe and habitable.

Her parents argued that Woodall had "constructive notice" of the hazards of the plate-glass door because the non-safety glass is deemed to be dangerous and violates applicable building codes. Further, they continued, Arizona housing code sections require that hazardous glass be labeled as such.

Woodall stated that he did not know that the door lacked safety glass. Also, the statute requiring labeling of non-safety door glass was not in effect at the time the door was installed in the rental house.

The trial court ruled for Woodall. It said a landlord is not liable to the tenant or others for a defective condition at the time of the lease, unless the property owner knew of such conditions and failed to inform the resident of them.

The court said "applicable building codes" did not establish construction notice on the part of the owner that a hazardous condition (non-safety glass)

A key fact in the court's decision was that the tenant, Mrs. Steinburg, acknowledged that she was aware that the door was not made of safety glass. Also, her family had lived in the house for more than 2 years at the time of the accident.

The court added that there is no duty to warn a tenant of a dangerous condition when the landlord reasonably believes the tenant will discover it. Said the court:

The tenants had been in possession under the lease for two and a half years at the time of the accident, knew of the location of the arcadia door and correctly believed it to be made of non-tempered plate glass. Woodall's duty to warn or remedy continued only until the lessee had reasonable opportunity to discover the condition and to take precautions against any hazard. The tenants had ample opportunity to discover the composition of the door and to undertake the very precaution, placement of a safety decal, which Piccola argues Woodall should have accomplished.

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But the court added that a landlord must show reasonable care by inspecting his or her property if there is reason to suspect defects exists at the time the tenant takes possession. In such cases the landlord must either repair the condition or warn the resident of the problem.

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