

## Landlord Liability For On-Site Homicides

A recent case in Georgia addressed a landlord's potential liability when one resident murders another resident at the property.

In this case, the community manager lived next door to an unmarried couple who engaged in numerous domestic disputes during their tenancy.

One evening, the male individual was working on his vehicle when it suddenly rolled in front of another renter's apartment. The resident demanded that the individual remove the car since he would be unable to park his car near his apartment. The male individual then went back to his apartment and returned with a machete and a "stick".

An argument ensued in front of the apartment. The manager stepped in between and told them to go back to their units. She then went back to her apartment, called 911 and informed the dispatcher of the situation.

However, she did not inform the dispatcher of the weapons. Moments later, she looked outside her apartment and found that the resident who instructed the other to move his car had been assaulted and killed.

The victim's wife sued the apartment manager and owner, stating that they breached their "duty to intervene" and "duty to warn." The manager and owner argued that had not breached their duty.

In analyzing the case, the court first recognized that a landlord can not insure a resident's safety against third-party criminal acts. It also stated that the only liability to predict such an attack must be based upon breach of the duty to "exercise ordinary care in keeping the premises and approaches safe."

The court then explained that this duty extends "only to foreseeable criminal acts." It explained that the basis for this liability is superior knowledge of the existence of a condition that would subject a resident to an unreasonable risk of harm.

In this case, the court found no prior criminal activity on the property that would have alerted the manager of a problem.

The victim's wife argued that it was obvious the individual was a threat, and management failed to take reasonable steps to prevent possible attacks.

However, the court stated that the wife lacked evidence of the manager's superior knowledge of the alleged assailant's violent propensities. The woman said the assailant was "mean" and he frequently yelled at his girlfriend.

The court, however, did not equate this evidence with a person prone to engage in deadly violence. It found that "the exercise of ordinary care does not impose a duty to anticipate unlikely, remote or slightly possible events."

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Since the alleged assailant did not previously assault or injure others, the court stated it could not hold the manager and owner liable for this attack. It added that it was not the property's responsibility to protect him under these circumstances.

In regards to the wife's claim that the community breached "a duty to intervene," the court was not willing to extend the landlord's duty beyond her responsibility to keep the premises safe.

While the court did not find the manager or owner liable, the case underscores the importance of management's responsibility to protect residents from reasonably foreseeable criminal activities. These activities generally involve prior incidents substantially similar to the criminal act.

A court could find a landlord liable in these situations if he or she encountered a similar act and did not take reasonable steps to prevent it.

In many instances, it may be in the landlord's best interest to immediately terminate a resident's lease if he or she participates in violent, criminal activities. It could be a way of preventing future criminal acts on the property.

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