

“Who’s Responsible if You Slip and Fall?”

BURNS AND BURNS, P.C. IS AN AV RATED LAW FIRM THAT REPRESENTS MULTI-GENERATIONAL FAMILIES AND BUSINESS OWNERS WITH THEIR ASSET PROTECTION, REAL ESTATE, AND ESTATE PLANNING NEEDS.

Personal Injury Issues

Landlord Liability for Tenant’s Injuries

Arizona law sets forth that the standard for determining whether a landlord will be liable for injuries incurred by a tenant on the leased premises as “whether or not the landlord acted as a reasonably prudent person under the circumstances.” If it is determined that the landlord’s action were reasonable and prudent under the circumstances, the landlord will not be liable for the tenant’s injuries. Conversely, if the landlord’s actions were not reasonable and prudent under the circumstances, then the landlord can be held liable for the tenant’s injuries.

In order to determine whether the landlord acted reasonably under the circumstances, the landlord must have known about the defect that caused the tenant’s injuries. Thus, the landlord will generally only be held liable for the tenant’s injuries if the landlord knew or had reason to know of the defect which caused the tenant’s injuries.

EXAMPLE: if a defective shower in the tenant’s bathroom causes the tenant to slip and fall and sustain injuries, the landlord will only be liable if they knew or had reason to know about the defective shower. Conversely, if a tenant is injured by slipping and the landlord was aware that the floor adjacent to the defective shower was

slippery and there had been prior injuries, the landlord would be liable for the tenant’s injuries resulting from the slip and fall.

EXAMPLE: If the defect is located in a common area that is under the control of the landlord, the landlord has a duty to inspect the common area as well as keep the area safe. Thus, a landlord will be responsible for an injury suffered by a tenant if the landlord didn’t make the common area safe, even if the defect was caused by a tenant, so long as the injury causing defect could have been found by the landlord upon their inspection of the property’s common area.

Exception to Landlord Liability for Tenant’s Injuries

If the defect or condition that caused the tenant’s injury is reasonably discoverable by the tenant and the landlord reasonably believed the tenant will discover the injury causing defect or condition, then the landlord has no duty to warn the tenant of the defect, unless the landlord has reason to believe that the tenant will not understand the risk. Therefore, if the tenant has an opportunity to discover the hazard or defect on the property, the landlord will not be held liable for any injuries suffered to either the tenant or the tenant’s guests injured on the leased property.

About the Author
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Scott F. Burns, Esq. is an Arizona attorney whose clientele include professional athletes, business owners, and families desirous of protecting their personal and professional legacies through the use of asset protection strategies, estate planning and business consulting.

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