

Landlords' and Tenants' Duties and Responsibilities

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According to the law, in any valid contract between the landlord and the tenant, whether it be a residential or commercial building, the tenant has some rights and responsibilities which he or she should adhere to. These laws are inscribed in federal and state legislation.

The statutes and duties apply to the building and the equipment in it. These include the timely payment of the rent within the agreed terms. These may be on a weekly, monthly, or another stipulated duration (Dwyer, Bowpitt, Sundin, & Weinstein, 2015). On top of the rental fee is the security deposit within the agreed-upon terms. Also, it is the tenant's responsibility to decide on other charges in the lease. For example, he can include garbage collection, sewage, water, and electricity fees.

Under the Landlord-Tenant Act, the law allows some provisions and rights of the tenants. For instance, a tenant is entitled to a quiet and private residence with no harassment from the landlord. Therefore, the landlord cannot enter the tenant's unit of residence without prior notification and consent. More often, such a need arises during repairs and renovations of the dwelling. The appointment should be made at the tenant's convenience. The need for notice can only be compromised in case of an emergency. The law allows the tenant to withhold the rent under particular situations caused by the landlord's negligence. This is applicable when the Landlord fails to conform to their stipulated roles. For example, on security, access to human wants like water and compliance with the housing code. The tenant should inform the landlord seven days before withholding the rent by issuing a notice (Brown, Portman, & Rosenquest, 2017). However, the tenant cannot start using the rent before acquiring permission to spend some time on the repairs.

The Act also requires that the tenant keep the landlord's properties in good condition. The building should be kept clean, and proper care should be taken. Renters should also take liability for the damages to the property during the contract period. The premise owner should be updated and informed of the repairs needed on the property, regardless of whether they are paying for the expenses or not. The repairs can only commence once reporting is done to the owner.

Property owners should advise the renters to pay for insurance coverage for their possessions. It helps to protect the goods against unforeseen disasters such as fire, flooding, theft, or any other catastrophe. The insurance policy can also help to safeguard against liabilities for accidents caused by third parties in the apartment. If only Roger had one, then the discords would be minimized since the insurance would pay for the furniture and the damaged items. The landlord also has to store the security deposits according to the laws of the State (Alizadeh, Fatemi, & Wamsteker, 2016). They also have responsibilities to society. They should assist in improving the community where their property

is situated. A community that thrives will also contribute to the landlord's probability of thriving.

Do the Landlord and the tenant have a legal duty to mitigate damages?

I think that both the landlord and the tenant are at liberty to mitigate the losses incurred. The reason is that the two took part in damages. For instance, the landlord neglected his duties to take care of repair notices that Roger had issued. His negligence caused Roger's furniture to get damaged by the leaking roof. According to the Landlord-Tenant Act, Larry is accountable for mitigating damages to the furniture and any other property that was destroyed by leakage (Lebovits, Howard, & Diskint, 2015).

Conversely, however, Roger was irritated by the landlord's negligence and sluggish response to his request, and his manner of expressing disappointment was illegal. He had no right to project his anger onto the wall and the electrical socket. He should have followed the legal procedure to make Larry pay for his negligence of duty. For example, Roger would have sued Larry for damages for his furniture and the inherited items. Nevertheless, since the tenant neglected his rights to bind to the legal procedures and thus caused other losses, he has the legal duty to mitigate the damages by footing the bills for repairs of the wall socket.

Before Roger and Larry signed the contract, Roger asked him about any leaks, and he confirmed that there were none. Roger agreed to rely on Larry's information. Although it was not the landlord's fault that the house started leaking, he lacked moral authority in his manner of talking. Despite his rudeness, Larry had a legal obligation to repair the roof. He should have agreed with Roger on the most suitable time for him to be available for repairs. He was informed on time, but ignored and started giving stupid excuses. Nevertheless, Rogers should have mitigated the damages to lower their impacts, but he lacked legal obligations to do so. If he had fixed the leaking roof, he would have been eligible for refunds from the Landlord on legal grounds.

Larry's grounds to evict Roger

In this scenario, Larry does not have any legal grounds to evict Roger. In such a situation, evicting him is an illegal eviction on his tenant just because he has not served Roger with proper notice. He should have informed him in advance regarding his plan to kick him out of his property. Larry would be violating the tenant's rights and breaching the agreement. It is the tenant's right to complain about situations that can compromise their peaceful and safe existence. An act of evicting Roger would portray him as a retaliator.

The law provides that, in case of an eviction, the landlord should issue a written and signed notice telling him to leave within a certain number of days. The duration depends on the reason for the disagreement. For instance, if Roger had not paid rent, the number of days would be 14, and 30 days'

notice if there is no reason for eviction. However, the owner of the property does not have to serve a notice if the tenant is accused of illegal activities within the premises. It is advisable to contact a lawyer before uttering anything in court.

Although Roger is not justified for the damage he caused to the wall sockets, Larry cannot evict him.

Roger's obligation to pay for the damages

Roger has a legal responsibility to pay for the destruction that he caused by his conduct. When Larry was rude and reluctant to repair the leakage, he threw the bat, which caused damage to the wall and the socket. His anger is rooted in Larry, but he is entitled to control it, not to overpower him. He is legally liable for paying for and repairing the damages he caused. Singling out the damages that Roger led to on the building opens a fault line for Larry to sue him. Also, during the occupancy, it is assumed that the two distinctly filled out a checklist to be sure of the conditions of the apartment, both inside and outside. Thus, Rogers should pay for the damages either directly or by deductions from security deposits.

Rogers also had the option of repairing the roof and demanded reimbursement from the landlord, although he did not do so. He also had the legal right to vacate without prior written notice, but he did not do so. Thus, Larry had the obligation of paying the damages accrued by hitting the wall and the electrical socket. Although the damages were caused by the same reason, they are treated as different entities. Although the damage spans from anger caused by the landlord over the continuous dismissal to repairs of the leakage, the two are independent according to the law (Lebovits et al., 2015). Failure of the tenant to do repairs should have been communicated to the applicable authorities.

Larry also has a legal obligation to pay for any costs of damage to the furniture and the inherited items. The damages caused in Roger's house are not directly under obligation, but he is indirectly the cause. When Roger asked him to repair the leakage three times, Larry was rude; he should not have taken the law into his own hands. It was communicated to him that the leak was not very disastrous, but he took months before complying with the plea. Roger had tried his level best to mitigate the leak by putting a tin over the leak. He also tried moving his items away from the leaking area to safeguard them and cut down expenses.

References

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