

REAL ESTATE JUKEBOX

CURRENT HITS TO KEEP TIME WITH MARKET CONDITIONS

May 21, 2009

[Danger Zone](#)

Landlords Need to Act Quickly After Eviction

GOOD NEWS: A landlord wins its unlawful detainer case, and the court enters a judgment for possession in favor of the landlord.

BAD NEWS: The landlord finds itself liable for an injury that occurred in the leased premises after entry of the judgment for possession but *before* the landlord regained *actual* possession of the premises, despite the fact that the injury was the result of a dangerous condition of which the landlord had no knowledge.

Could this really happen? The answer is **yes**, because of the decision in a recent California case* in which the court established a new duty on landlords who evict tenants.

NEW DUTY: *A landlord has a duty to inspect premises upon entry of a judgment for possession, including reasonable periodic inspections thereafter.*

RISK FACED BY LANDLORDS FOR FAILURE TO COMPLY: If a landlord fails to comply with its duty of inspection following the issuance of a judgment for possession, or fails to remedy any dangerous condition that it discovers, then the landlord can be held liable for injuries suffered by third parties as a result of that dangerous condition.

WHY THE NEW DUTY IS A PROBLEM FOR LANDLORDS: A judgment of possession does NOT give the landlord the right to dispossess a tenant – it just gives the landlord the right to obtain a writ of possession and thereafter instruct the sheriff to dispossess the tenant.

LESSON: If a landlord decides to evict a tenant, the landlord needs to be ready to take back possession of the leased premises *as soon as the court enters a judgment for possession in the unlawful detainer action*. If the landlord waits even a few days to apply for the writ of possession or subsequently delays contacting the sheriff in order to physically oust the tenant and take over possession, the landlord increases its risk of liability to third parties for dangerous conditions at the leased premises.

* *Stone v. Center Trust Retail Props., Inc.* (2008) 163 Cal. App. 4th 608, 77 Cal. Rptr. 3d 556



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