

Landlord May Evict Sloppy Tenant For Creating a Serious Nuisance by C.D. Publications

Connecticut. A tenant who refused to clean up his rental unit despite warnings from the landlord can be evicted for creating a serious nuisance because his conduct endangered the safety of the other tenants in the building.

The landlord purchased the building containing nine rental units in November of 2006. The following month, the landlord and tenant entered into an oral lease agreement for the rental unit where the tenant resided at the time the landlord bought the property.

Under the terms of the oral agreement, the tenant agreed to pay \$460 per month. And the landlord agreed to pay his electrical bill during the lease term, even though the landlord knew the tenant had three refrigerators in his small unit.

The landlord also knew the tenant's room was full of trash boxes, bags, chairs, food containers and personal items.

Over time, the landlord grew angry about the condition of the rental and finally asked the tenant to take corrective measures to clean the room.

The building passed a city inspection in December 2006, but it appears the building inspector didn't look inside of the tenant's room, nor did the landlord bring it to the inspector's attention.

The tenant refused to clean his room and on December 27th, the landlord served him with a notice to vacate. However, the landlord did not take steps to evict the tenant once the notice period expired and the tenant remained in possession.

In April 2007, the landlord entered the tenant's room without permission to investigate the stench coming from the dwelling. The landlord took photographs and determined the tenant failed to take steps to clean up the area despite the earlier warnings.

The landlord admitted being reluctant to contact the local health and building code authorities regarding the conditions because of concern the authorities would close the entire building.

The landlord eventually filed a lawsuit to evict the tenant for creating a serious nuisance on the property and the matter went to trial.

A "serious nuisance" in a landlord-tenant situation means "conduct which presents an immediate and serious danger to the safety of other tenants or the landlord."

The courts have also held that a "serious nuisance is more than a nuisance" and it is "more than a material noncompliance with the tenant's duties to maintain the property in proper condition."

The landlord claims the tenant's conduct constituted a serious nuisance "based on excessive and unsafe storage of garbage and other personal property in the defendant's room, which poses a fire hazard, and leaving unauthorized and inoperable motor vehicles on the property."

The issue before the trial court is whether the tenant's conduct "presents an immediate and serious danger to the safety of other tenants or the landlord".

The tenant argues "his conduct does not amount to a serious nuisance," saying his conduct is "at best, a mere nuisance." The tenant claims that since his conduct constituted a mere "nuisance," and not a "serious nuisance," the landlord was required by state law to serve him with a noncompliance letter before attempting to evict him.

The noncompliance letter must specify the acts or omissions which constitute the breach and inform the tenant his or her lease will terminate on a date “not less than fifteen days” after the notice is received.

The tenant has an opportunity to correct the nuisance if the nuisance is remediable. If the nuisance is corrected within the time allowed, the lease will not terminate.

If the nuisance is corrected but reoccurs within six months, the landlord may terminate the lease and evict the tenant. If the nuisance is not remediable, the tenant must vacate by the date provided in the notice.

But a landlord is not required to provide a tenant with a noncompliance letter if the eviction is based on a “serious nuisance” and the tenant does not have the option of attempting to correct the serious nuisance.

The trial court concludes the tenant’s conduct has caused more than a “mere nuisance” and “continues to cause an immediate and serious danger to the safety of the other tenants.” The court agrees that the rental unit is dangerously cluttered with trash, boxes and other items – piled waist-high in some areas.

The trial court says the tenant does not recognize the seriousness of his conduct and has demonstrated an inability and “unwillingness to address the condition of his room.

The court rules the situation is “beyond repair” and awards the landlord possession.

Lesson: The landlord waited a long time to evict this tenant and may possibly have incurred liability if there had been a fire in the tenant’s room. Landlords have an obligation to maintain their property in a reasonably safe condition for all tenants. In this case, the landlord knew the tenant was creating a fire hazard and unwisely allowed the hazard to exist for months before taking steps to correct the problem and evict the tenant.

Cardinal Realty Investors, LLC v. Rene Bernasconi. 2007 Conn. Super.

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