

Is your Landlord responsible for your safety?

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Jennifer was very excited to move into a larger rental apartment from the small flatlet she had been occupying. She gave notice, signed the lease and had already moved in when she heard from a neighbour that there had been numerous housebreakings at the property. This fact had not been disclosed by the landlord who had in fact alleged to Jennifer that there had never been an incident at the property. After hearing about the housebreakings Jennifer confronted her landlord who agreed that he would make certain security improvements to the property. A month later, after the landlord had failed to make any of the promised improvements, the property was broken into. To what extent is Jennifer's landlord responsible for her safety and security at the rental property?

Our courts have held that a lessee is entitled to the full use and enjoyment of rental property and the landlord is under a duty to deliver and maintain that property in a condition reasonably fit for the purpose for which it is being let. This duty includes the obligation that lessees not be exposed to any unnecessary risk to life or property and that lessees should safely occupy the rental property. Accordingly, where a landlord has shown a wilful disregard for the safety of a tenant, exacerbated by a history of previous incidents, the landlord can be held negligent and accountable for damage suffered, if the landlord was aware of existing security issues and did not reveal such to the tenant or even deliberately concealed such facts from the new tenant.

That said, the tenant is also responsible to ensure that it inspected the property and is aware of what security measures are being provided by the landlord, before signing any lease. Where the existing security measures are not acceptable, additional measures should be agreed with the landlord and included in the lease agreement. Where tenants have inspected the existing security measures and accept such or fail to discuss any additional measures with the landlord, then the landlord will only be responsible for the maintenance of such measures and not for the implementation of additional measures, unless it can be shown that this represents unreasonable conduct.

In the present situation, particularly given the history of housebreakings at the property, Jennifer may have sufficient grounds to cancel the agreement of lease on the basis of the misrepresentation of the facts by the landlord if she can prove that the landlord was aware of the security issues and deliberately concealed such from her.