O'MEARA WAGNER
Attorneys at Law P.A.

(952) 831-6544 | 7401 Metro Boulevard Suite 600, Minneapolis, MN 55439 | www.olwklaw.com

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Minnesota Court of Appeals Reverses Summary Judgment (In Part) and Remands Tenant's Trip and Fall Suit for Trial

In a published decision, the Minnesota Court of Appeals recently revived a tenant's trip and fall suit for trial. Wise v. Stonebridge Communities, LLC, ___ N.W.2d ___, 2019 WL 1890591 (Apr. 29, 2019) . In Wise, a tenant tripped and fell over an uneven section of sidewalk and a mat in a common area of the senior community in which she lived. The district court granted summary judgment in favor of the property owner on grounds that the uneven sidewalk and mat presented an open-and-obvious hazard. But the court of appeals reversed. Despite rejecting the tenant's argument that the covenants of habitability in Minn. Stat. § 504B.161, subd. 1(a) support a private negligence cause of action by a tenant against a landlord for breach of the landlord's duty to repair and maintain the common areas of the leased premises, and publishing its decision to make this point, the court of appeals determined that genuine issues of material fact nevertheless precluded summary judgment on the tenant's common-law negligence claim.

In rejecting the tenant's claim of negligence under Minn. Stat. 504B.161, subd. 1(a), the court of appeals noted the limited permitted methods of enforcing the covenants of habitability that have been recognized by the supreme court and refused to recognize a new statutory negligence cause of action under the statute. Specifically, the court of appeals recognized that the supreme court has only authorized enforcement of the covenants of habitability in three specific ways: (1) The tenant may assert breach of the covenants as a defense to the landlord's unlawful detainer action for nonpayment of rent; (2) The tenant may continue to pay rent and bring his own action to recover damages for breach of the covenants by the landlord; (3) The tenant, after vacating the premises and suspending rent payments, may raise breach of the covenants as a defense to an action by the landlord for rent. See Fritz v. Warthen, 213 N.W.2d 339, 341 (Minn. 1973) . In other words, the covenants of habitability "do not appear to extend liability of a landlord to money damages for injuries received by a tenant as a result of an unknown defect in the rented premises." See Meyer v. Parkin, 350 N.W.2d 435, 438 (Minn. App. 1984), review denied (Minn. Sept. 12, 1984).

The court of appeals nevertheless held that the district court should have allowed the tenant's common law negligence claim to proceed. In Minnesota, landlords are generally not liable and have no duty of care to tenants for damages caused by defective conditions on the premises. But there are several exceptions to this rule, including where a landlord (1) knows of or should have known of a hidden dangerous condition on the premises, and the tenant, in exercising due care, would not have discovered it for himself; (2) retains possession and control over an area intended for the common use of the tenants (the "common-area" exception); (3) has leased the premises for purposes involving admission to the public; or

(4) has willingly undertaken repairs to the premises but does so negligently. (Citations omitted.)

Because the tenant tripped and fell in a common area, the court of appeals determined that the common-area exception applied and required the landlord to inspect the condition of the area at reasonable intervals instead of waiting for an injury to occur. The court of appeals further held that there was sufficient evidence that the uneven sidewalk was known to the landlord and had existed for some time before the accident to preclude summary judgment. Finally, the court of appeals held that the district court erred in determining as a matter of law that the uneven sidewalk presented an open-and-obvious hazard, reasoning that the inconsistencies in the record as to the extent to which the mat may have concealed the uneven sidewalk rendered the case inappropriate for summary judgment.

If you have questions about the court of appeals decision in Wise , it's refusal to recognize a new cause of action under Minn. Stat. 504B.161, subd. 1(a), or any other premises-liability issues, please contact a member of our General and Commercial Liability Practice Group or Retail and Hospitality Practice Group at (952) 831-6544.