

# Land Occupiers Duty - Duty to Trespassers

Ordinary (unforeseeable) trespasser (person who comes onto the land without the express or implied permission of the owner):

- Landowner owes no duty to the trespasser

Consistent (foreseeable) trespasser (does not have to be a specific person contemplated by the land owner):

- Landowner owes a duty not to undertake actions or allow artificial conditions that cause a risk of death or serious bodily harm to the trespasser

Child trespasser; “attractive nuisance” doctrine:

- If the land owner knows or should know that children are likely to enter property for a particular purpose (e.g., a swimming pool); the land owner has a duty to protect/warn of the danger

# Land Occupiers Duty - Entrants With Permission

Licensees (entrant with permission who confer no economic benefit to the owner)

(invitee includes people with implied permission to enter parts of the property; such as people who come to your door for whatever reason)

- Duty to warn or protect the licensee from latent dangers (natural or artificial)
- This duty only extends to dangers that the land owner does actually know about!
- Posting a warning sign is usually good enough

# Land Occupiers Duty - Entrants With Permission (cont.)

Invitees (anyone on the premises for the economic benefit or potential economic benefit of the land owner)

- Land owner owes a duty to reasonably try to discover all latent dangers and to prevent those dangers or adequately warn the invitee of the danger

Lawful “public” entrant (anyone entitles by law to enter the property without the permission of the land owner)

- Considered an invitee if that person is there for a business or economically beneficial reason (e.g., a government inspector)
- Otherwise, considered a licensee

**QUIZ TIME!**

# Other Issues Regarding Land Owners

For activities that are undertaken on the land and cause harm off of the land, the regular negligence rules apply

## Landlord's Tort Liability

- **Common Areas**

Since landlord has a duty to control them, if someone gets hurt, landlord is liable

- **Latent Defects**

Defect that would not be obvious to the tenant but that the landlord knows about

- **Assumption of Repairs**

Once the landlord agrees to do a repair, he or she must do so competently

- Duties to make repairs from other sources (e.g. contract or statute)

## Short Term Lease of a Public Dwelling (e.g. hotel)

Note: Exculpatory clauses can limit liability unless they are unconscionable or unenforceable on public policy grounds!!