LIA Outline

* **Premises are fit for human habitation**
  + This premise can be conflated into the 2nd promise. *Solow v. Wellner (588-589)*
* **Premises are fit for reasonably intended uses**
  + *Newkirk v. Scala*: Water in apartment sells like “burnt rotting eggs”. Makes tenants nauseous, ruins clothes: bathe and eat elsewhere.
  + *Solow v*. *Wellner*: reasonably intended uses does NOT include services and amenities reasonably expected. “Protects against conditions that, while they do not render unsafe, prevent the premises from serving their intended function of residential occupation. In this case of *Solow*, an elevator counts.
    - In Spraker’s case: The Jacuzzi Jets, carpet stains from pipe leak, clothes smelling (and dry-cleaning bills), would not be put Mr. Greco in breach of IWH.
  + Spraker’s blown out windows prevent use of the room, as anything in it is blown out when the wind blows.
* **Premises do not subject occupants to conditions that are dangerous, hazardous, or detrimental to their life, health or safety.** 
  + *Highview Assocs v. Koferl*: Landlord must attempt to protect its tenants.
  + *Kekllas v. Saddy*: Cat urine has made living there detrimental to health. Tenant must give notice to landlord to give them reasonable time to repair.
  + *Park W. Mgmt. Corp. v. Mitchell*: Apartment worker strike led to build up of trash, and caused declaration of health emergency.
  + Spraker’s pipe leak had created mold with a musty odor. Mold can be hazardous.
  + Large open bay windows also present a falling danger in high rise apartment.
* **No Breach when misconduct of tenant or persons under tenant’s control.** 
  + When the windows of Spraker’s apartment blew out, the wine glasses did not break, suggesting that there was no misconduct on behalf of Spraker to break windows.
* **Other**
  + *McBride v. 218*: Water floods lower level of apartment. Landlord is in breach even if does not directly impair the conditions or acted in bad faith. Still can be held in breach even if fixed after.
    - Greco can still be held responsible even if he had no knowledge of the window defects.

Sources (REVIEW FOR ACCURACY)

*Kekllas v. Saddy*, 389 N.Y.S.2d 756 (Dist. Ct. 1976).

*Highview Assocs. v. Koferl*, 477 N.Y.S.2d 585 (Dist. Ct. 1984).

*Newkirk v. Scala*, 935 N.Y.S.2d 176 (App. Div. 2011).

*Solow v. Wellner*, 658 N.E.2d 1005 (N.Y. 1995).

*McBride v. 218 E. 70th St. Assocs.*, 425 N.Y.S.2d 910 (App. Term 1979).

*Park W. Mgmt. Corp. v. Mitchell*, 391 N.E.2d 1288 (N.Y. 1979).

Things that are hazardous to life, health, or safety

*Kekllas v. Saddy*, - odor was so strong it did violate

*Highview Assocs. v. Koferl*, did not take steps to make area safe against intruders

*Newkirk v. Scala – inadequate plumbing and overpowering odors*

*Solow v. Wellner*, - no safety issues

*McBride v. 218 E. 70th St. Assocs* - flooding

*Park W. Mgmt. Corp. v. Mitchell – garbage issues.*