

# Building apartment issues

Law



The plaintiff, in this case, is Allie and the defendant is Violet.

The basic facts in the case are that Violet is a lessee of Allie's Apartment.

Violet notified Allie of the leaking roof. But, Allie did not repair the leak.

Violet surrendered the apartment.

The legal issue is:

Whether or not the action of Violet in vacating the apartment, and terminating the lease valid.

The Court should rule in favor of Violet, for:

1. The Lessor warrants that the leased premises are habitable. There exists an implied warranty of habitability that apartment leased is fit and habitable for human habitation (Implied Warranty of Habitability: <http://www.legalmatch.com/law-library/article/implied-warranty-of-habitability-lawyers.html>). There has been a violation of this implied warrant when the roof started leaking and the Lessor made no effort to repair the same.
2. The action of Violet is justified. The tenant has a right under the doctrine of Constructive Eviction to terminate the lease contract for the apartment has become unsuitable for the purpose for which it was leased.

“ Under this doctrine, the tenant is given the right to vacate the lease without further rent obligation, if she does so promptly after giving the landlord reasonable notice and opportunity to correct the problem.” (Mallor, Barnes. *Brewers & Langvardt; Business Law: The Ethica, Global, and E-Commerce Environment* 13th ed. McGraw –Hill companies 2007 p. 619)  
Allie was given two months to correct the problem. The same is more than reasonable.