

A Tenant signed a lease with a one-year term for an apartment in the Bronx. Soon after moving in he was harassed by people in the neighborhood who allegedly threatened his life. The Tenant felt so unsafe by the harassment and other crime in the neighborhood that the Tenant broke his lease and moved. Landlord sued for breach of the lease agreement. Should the Landlord prevail?

Bronx Housing Court says the Landlord prevails and can recover the balance of rent under the lease. Although the Tenant argued that the Landlord has a duty to protect its tenants, the Court said that no such duty exists. "A landlord has a common law duty to take minimal security precautions to protect tenants and members of the public from the foreseeable criminal acts of third persons. However, the criminal activity must be foreseeable; the landlord must know, or have reason to know that third parties may endanger the safety of tenants or persons lawfully on the premises ... There was no testimony here regarding any past criminal activity in the building or the surrounding community which would trigger for the landlord, the common law duty to protect the defendant and his family."

Perhaps the Tenant should have checked the neighborhood more thoroughly instead of assuming a Landlord must protect him...

The entire case may be found here: <http://law.justia.com/cases/new-york/other-courts/2011/2011-51427.html>