

Chapter 1 : COBBS YARD PROPERTY – Commercial property services to owners and occupiers through

NOTES LIABILITY OF OWNERS AND OCCUPIERS OF LAND Several jurisdictions have recently abolished the traditional distinction between trespassers, licensees and invitees in determining.

Who will be held liable boils down to who was in control -- or should have been in control -- of the part of the property where the injury occurred. Read on to learn more Liability of the Person Occupying the Property An occupier of property will generally be held responsible for injuries occurring on the property, regardless of who the actual owner is. The typical occupier, as opposed to an owner, will be a residential or commercial tenant. A widely used test goes like this: Therefore, a tenant or other occupier is not only potentially liable for injuries occurring on that part of the property they are legally renting out, but on any part of the property that they intentionally take control of. Owner Liability for Injuries on the Property If a property is not rented out or otherwise occupied, the owner is the potentially liable party under the laws of premises liability. However, even with a tenant or other occupier on the property, an owner can still be liable in several situations. First, an owner is liable for injuries occurring on any part of the property over which the owner has retained control. For example, common areas used by multiple tenants are legally considered under the control of the owner. To illustrate, if a tenant or other person invited onto the property is injured in a common area like a hallway or staircase, the owner not the tenant will be held liable. An owner can also be held liable if he or she rents out the property in a dangerous condition without warning the tenant. Note that if the owner tells the tenant about the dangerous condition and notifies the tenant that he or she must repair the condition as part of the lease, responsibility shifts back to the tenant. Examples of Owner vs. Occupier Liability Example A: A tenant invites a guest to her apartment. The guest slips on the puddle and is injured. At the main entrance to the apartment building, the guest slips on a puddle that has formed next to an umbrella stand provided by the owner-landlord. A grocery business owner runs his store in a leased building. A customer slips on a puddle of milk and is injured. The business owner is liable to the customer. A building owner leases her building to a grocery business. The building owner knows that the automatic doors at the entrance have malfunctioned in the past, but does not tell the grocery proprietor and the grocery proprietor is unable to discover the potential for malfunction himself. A customer is injured when the doors malfunction and suddenly close on his foot. The building owner is liable to the customer.

Chapter 2 : Owners And Occupiers Of Land | Oxbridge Notes United States

owners and occupiers (owners and occupants) Parties who own real property or occupy it in some legally permitted status, such as a www.nxgvision.com are a wide variety of responsibilities imposed on owners and occupants, such as compliance with the Americans with Disabilities Act.

This is in direct regards to certain factors and attributes such as structural or fixtures on the property that could have an effect on the immediate areas surrounding it. Any disturbance to the area outside of the premises is a public nuisance and can present itself in many different ways. This can deal with things such as noise, and odor, as well as unseen damages by emissions on a commercial property. There are regulations that prevent property owners from disrupting people in such proximity to their property to prevent issues that negatively affect the public. Also, there are matters that protect the livestock on a property from noise nuisance in some cases, so these would be in respect to animals and not just the people around the premises. Because the person is an adult by the age standards set, they are subject to facing trespassing charges as an adult for their actions. The trespassing committed can vary in nature and description, which are the determining factors for punishment. The punishment for adults is more grave than that for minors, dependant on the details of the act committed. **Trespassing Minors** Trespassing minors deals with unlawful occupancy over a property by a person who is deemed a minor by the age statutes set. In most cases there are individuals who occupy a property without permission or consent for their own mischievous purpose, commonly among teenagers. Most trespassing charges with such youths deal with loitering on abandoned property, or sometimes causing damage to property due to peer pressure. An example of trespassing minors would be a group of minors entering a commercial property such as a factory to throw rocks at windows of the building. The crossing of the fence alone is considered trespassing, unless there was no fence and the individuals entered through an implied license or invitation such as that of being in a mall parking lot and committing the same action. Regardless, the damage to the structure is still a crime on its own, the question of trespass would be dismissed. **Licensees** Licensees are persons that are given a license, as a form of permission, to enter a property lawfully. By being granted the license to enter and occupy such property, this individual is exempt from trespassing status, and is completely abiding with the law. An example of a licensee would be a person entering a field to watch a game on the bleachers of that field, that is owned by the town, county, or other organization. This person is free to enter and leave the property as posted, but the owners of the field are not responsible for that person while on their property. **Invitees** Invitees, like licensees, have the lawful right to enter, occupy, and travel through a property with the permission and consent of the owner. Invitees are typically patrons of restaurants, bars, etc.. These individuals have the right to enter the premises and occupy the space for the purpose of eating or shopping, so that the owner of that property conducts business. The difference between an invitee and a licensee, is that they benefit in case any harm is caused to them while occupying such a property. The owner is liable to keep an invitee safe while on the property, and avoiding any harm or danger that may present themselves to the person. This includes informing the customers and patrons of any impending danger they may endure while visiting the property. If they are subject to any injury, then the owner if the property is liable for the damages caused. **Abolition of Categories** The abolition of categories such as licensees and invitees was made in certain jurisdictions to avoid favoring one lawful entrant over another. It started in England and made its way over to the United States shortly after. A few cases presented themselves of personal injury in properties where the owner was believed to be liable, even though the person injured was a licensee. Court battles were won by these individuals, which in turn abolished the categorization of an invitee and a licensee. This gave both parties equal rights to be treated the same in case of an injury while occupying the property. After the first case, others occurred in varying states which caused these jurisdictions to join in. Although most states joined, some did not and still keep a distinct separation of licensee and invitee. This occurs mainly with an owner renting out a piece of property for a given term. Once the lessee takes possession of such property, they are responsible for maintaining it, the things that occur on the property and around it. The owner is not liable for any harm caused to people on the land unless he had prior knowledge and did not notify

the new occupant prior to transfer. A vendor and vendee are established when property is sold from by its current owner, to a new owner. The buyer of such property is recognized as the vendee, while the seller is known as the vendor. Once the property has been purchased, the title of that property is conveyed to the vendee, and full ownership of that property is acquired. Along with ownership, the vendee assumes all the rights and responsibilities that an owner of that property must endure. The former owner vendor is relieved of all duties of ownership that prior belonged to him. Any injuries that occur on the property or harm to others, are now held liable to its current owner. The only way such liability would belong to the prior owner, is if he did not notify prior to or at the time of purchase, to the buyer, that such dangers existed on the property or could exist at a given point in time. In this case, the failure of information could result in the liability being turned over to the vendor, rather than the vendee.

Chapter 3 : Building Owners and Occupiers- Asbestos Management Obligations |Part 2 - Glaister Ennor

Owners and Occupiers of Land--General Definition This deals with the possessory rights of an owner or occupier of land against the right of a person who is injured to recover for the owner or occupier's negligence.

A copy can be found here. To recap briefly, the Asbestos Regulations set out how to manage asbestos risks. Complying with the Asbestos Regulations is mandatory, and there are hefty penalties for failing to do so. Identifying asbestos will help those people in the workplace who do not need to work in asbestos-containing areas to avoid exposure to asbestos. People working in these areas will know what to expect and what precautions to take to keep safe. Obtaining a survey is the first step towards compliance. A survey will identify asbestos or ACM in the workplace and will assist in managing asbestos exposure risks for the employees, contractors, and visitors at the premises. If there is or there is likely to be asbestos, an asbestos management plan and asbestos register are also required. A workplace often has more than one PCBU such as a landlord or tenant. In practice, most workplaces do have multiple PCBUs. Obligations vary, but are shared. Pursuant to the HSW Act, all PCBUs must, so far as is practicable, consult, co-operate with, and co-ordinate activities with one another to make sure they meet their legal duties. This duty to co-operate and co-ordinate has not necessarily been whole-heartedly adopted in practice. Instead, we see landlords and tenants seeking to position themselves in a way that minimises their own costs and seeks to allocate obligations. Going forwards, when you are looking at purchasing a property, we recommend due diligence investigations include ascertaining what survey or management plan has been put in place. Keep in mind that while you cannot contract out of the requirement to discharge your obligations to identify and manage asbestos in the workplace, you can, of course, allocate costs via a contract or lease. The lease terms may assist in ascertaining where costs should fall. For example, a lease, where the tenant owns just wall coverings and fit-out, may logically mean the landlord pays for the compliance. However, given the obligations are for the benefit of employees, contractors, and visitors, if the landlord did not discharge their obligations, the tenant will still be considered a PCBU with responsibilities and should, therefore, still undertake the identification and management process itself. Buildings constructed, altered, or refurbished from around until the mids are quite likely to contain ACMs. Until the mids, asbestos was often used as a fire retardant and insulation.

Chapter 4 : Occupiers' liability in English law - Wikipedia

Occupiers' liability is a field of tort law, codified in statute, which concerns the duty of care owed by those who occupy real property, through ownership or lease, to people who visit or trespass.

The first category of persons coming onto the land is the ordinary trespasser. An ordinary trespasser is defined as anyone coming onto the land without the express or implied permission of the land occupier or without a legal privilege to enter the land. There is no duty owed to a trespasser whose presence on the land is unknown to the land occupier. Further, the land occupier is under no duty to discover the presence of the trespasser. This is true with respect to both natural and artificial conditions existing on the land as well as in regard to all activities occurring on the land. However, if the land occupier knows or should reasonably realize that there is a trespasser on the land, he is under a duty to exercise care to either warn the trespasser of, or make safe, artificial conditions or activities that involve a risk of death or serious bodily harm. If the landowner has dug a pit on his land and the pit is concealed from view, or if the landowner is setting off explosives on his land, he is under no obligation to warn or protect an unknown trespasser from these dangers. However, if the land occupier knows or should reasonably realize that there is a trespasser on the land, he is required to either warn the trespasser of the danger or make those activities or hazards safe. The consistent trespasser refers to a person habitually intruding upon the land or upon a certain area of the land. As with the ordinary trespasser, there is no duty owed to a consistent trespasser whose presence on the land is unknown to the land occupier. That being said, in order for liability to attach, the plaintiff must show that the land occupier either knew or had reason to know of the consistent trespasser. The standard set for determining knowledge of the trespasser is low enough that even physical evidence on the land, like a beaten path or litter by the lake, will be considered enough to charge the land occupier with knowledge. A consistent trespasser on a limited area is afforded a higher standard of care than the ordinary trespasser because the law assumes that, if the land occupier knows about the consistent trespassing and does nothing to stop it, the land occupier has given a kind of implied consent to the trespassing. To that end, the land occupier does owe a duty to discover whether or not consistent trespassers are on his land. The land occupier may prevent trespassers from obtaining consistent trespasser status by demonstratively showing that he objects to the trespassing. Such demonstrative objections will prevent trespassers from obtaining consistent trespasser status and keep them as ordinary trespassers to whom the land occupier owes a lower standard of care. The third category of persons coming onto the land is child trespassers. This doctrine imposes a special duty of care on the land occupier with respect to conditions that involve a risk of harm to children who are unable to recognize the danger themselves. *Des Moines Electric, N.* In order to qualify as a child trespasser, a child must be so immature as to be unable to recognize the danger involved. Unlike consistent trespassers, a land occupier does not have a duty to discover trespassing children on his property. However, if a land occupier does discover child trespassers, or reasonably should have known that there are children trespassing on his land, he then owes a duty to warn or protect them from artificial conditions which carry a risk of death or serious bodily harm. However, four elements must be in place in order for this duty of care to attach. The place where the condition is maintained must be one where children are known to trespass or are likely to trespass. The land occupier either knows or has reason to know that artificial conditions on the land exist and realizes that the artificial conditions present an unreasonable risk of death or serious bodily injury to the children. The danger that the artificial condition poses to the children outweighs the benefit of the artificial conditions to the land occupier and the cost or effort of eliminating that artificial condition. The condition is such that the children will not discover it or will not realize the danger inherent to it. The question of whether a child is capable of realizing the inherent danger is determined on a case-by-case basis. The younger the child the more likely it is that the condition will be considered an attractive nuisance. If all four of these elements are present, the land occupier will have a duty to either warn or protect the children from these artificial conditions. Based on these guidelines, past verdicts have determined that cars, machinery and construction equipment all qualify as attractive nuisances. Please keep in mind that this duty is owed only with respect to dangerous artificial conditions. As with ordinary and

consistent trespassers, the land occupier has no duty with respect to natural conditions or activities. A licensee is a person coming onto the land with the express or implied permission of the land occupier. However, the licensee enters the land for his own purposes and does not confer any particular benefit on the land occupier. Licensees typically include social guests, visiting relatives, business visitors and privileged entrants. Implied permission is defined broadly so that people who would ordinarily be outright trespassers are considered licensees. For example, someone who comes on personal business or who comes to borrow something from the land occupier or who comes to solicit charity are all considered licensees. In each of these situations the law considers it as if these people had implied permission to enter the land. See *Indianapolis Street Railway v.* A land occupier owes a duty to warn licensees of, or make safe, natural or artificial conditions or activities involving any risk of harm known to the land occupier and not obvious to a reasonable person coming onto the land. Please note that the land occupier is under no duty to warn or make safe any dangerous conditions or activities which he does not actually know about. He is also not under a duty to inspect the land to discover any unknown dangers. Posting warning signs is usually considered sufficient to fulfill the duty. An invitee is a person who enters by either the express or implied invitation of the land occupier, but unlike the licensee, the invitee comes onto the land for a purpose that serves the interest of the land occupier. There are two kinds of invitees: A public invitee is a person who is invited, as a member of the public, to enter or remain on the land for a purpose for which the land is held open to the public. An example would be someone entering a library for the purpose of reading a book. A business invitee is one who enters land for the purpose of conducting business that is connected with the premises or where it can reasonably be said that the visit may confer some sort of commercial or monetary benefit to the landowner. Store customers or people entering premises that are held open for admission to the general public are considered business invitees. Employees are also considered business invitees. For that matter, so are police officers, sanitation workers and utility workers who enter the land to further the use for which the land occupier dedicated it. Please note that an invitee remains an invitee so long as he remains on the part of the premises that he was invited to enter. If he goes outside the boundaries of his invitation, for example, a customer in a bar going behind the bar without permission, he may become a licensee or perhaps even an outright trespasser. Of all six categories of persons who come onto the land, a land occupier owes the invitee the highest standard of care. The land occupier owes the invitee a duty to inspect and discover the presence of any dangerous natural or artificial conditions or activities and to either warn the invitee of the danger or make the condition safe. Further, a land occupier may be required to warn or protect an invitee from foreseeable tortious or criminal acts of third persons. The sixth category of persons who come onto the land is public entrants. A public entrant refers to any public employee entering the land under a privilege recognized by law regardless of any express or implied consent from the land occupier. In other words, a public entrant is a person who the land occupier has no right to keep off of his property. Generally, the duty owed to a public entrant depends on why the public entrant is on the land. If the public entrant enters the land for some business purpose with the land occupier, the public entrant is owed the same duty as an invitee. However, if his entry is not for business purposes, but by some other privilege, most jurisdictions give the public entrant the status of a licensee.

Chapter 5 : Owners Occupiers - Tort | www.nxgvision.com

Building Owners and Occupiers If you are an owner, or a business or a person, that is occupying, or managing a building in Queensland, you have a legal obligation to.

Chapter 6 : Land Occupiers - LawShelf Educational Media

An owner-occupier is a person who owns the house or flat that they live in. [British] The region has a lower proportion of owner-occupiers than any other English region.

Chapter 7 : Professor Doug Holden's Law Blog: 3 “ Special Duty Rules ” Owners and Occupiers of La

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Chapter 8 : City of Canning - Owners and Occupiers Roll

Owner Liability for Injuries on the Property If a property is not rented out or otherwise occupied, the owner is the potentially liable party under the laws of premises liability. However, even with a tenant or other occupier on the property, an owner can still be liable in several situations.

Chapter 9 : Owners and Occupiers | The Hallmark

LIABILITY OF OWNERS AND OCCUPIERS danger.4 If the plaintiff was termed a licensee, the occupier had to refrain from intentionally injuring the licensee and was required to warn of.