

130.03 Incident On Leased Premises--Landlord Undertakes Repairs

A landlord who undertakes to make improvements or repairs upon the leased premises is under a duty to use ordinary care in carrying out the work [even if the landlord was not under a legal obligation to make the improvements or repairs].

Heading and Comment revised February 2023.

Notes on Use

Before this instruction can be given, there must be evidence of affirmative conduct which caused a defect. *Saputo v. Fatla*, 25 Ill.App.3d 775, 324 N.E.2d 34 (1st Dist.1975) (instruction properly refused where no evidence was presented linking general plumbing repairs with water on the floor of a bathroom); *St. Mary's Hospital v. Auburn*, 128 Ill.App.3d 747, 471 N.E.2d 584, 84 Ill.Dec. 55 (4th Dist.1984) (no liability in furnace explosion action for failing to inspect furnace where there was no evidence of the negligent performance of work on the furnace). Evidence of affirmative conduct may include a landlord's consistent course of conduct in making repairs, which may establish a duty to maintain plaintiff's premises. *Jones v. Chicago Housing Authority*, 59 Ill.App.3d 138, 376 N.E.2d 26, 17 Ill.Dec. 133 (1st Dist.1978) (landlord liable for failure to repair window latch where it had consistently made repairs in the past when notified of the need). Thus, failure to act can also impose liability where the landlord's course of conduct in consistently making repairs establishes a duty to maintain plaintiff's premises.

The bracketed material should be used when some point is made during the trial that the landlord undertook to make the repairs without compensation.

Comment

See Comment to IPI 130.01 regarding the use of "accident."

A landlord who undertakes repairs must use ordinary care in carrying them out whether fulfilling a contractual obligation or doing them gratuitously. *Roesler v. Liberty Nat. Bank of Chicago*, 2 Ill.App.2d 54, 118 N.E.2d 621 (1st Dist.1954); *Jordan v. Savage*, 88 Ill.App.2d 251, 232 N.E.2d 580 (1st Dist.1967) (plaintiff injured on stairs after landlord inadequately secured a bannister to a deteriorated plaster wall with straight nails); *Watts v. Bacon & Van Buskirk Glass Co.*, 20 Ill.App.2d 164, 155 N.E.2d 333 (3d Dist.1958) (lessor liable for installing plate glass door instead of tempered glass); *Sims v. Block*, 94 Ill.App.2d 215, 236 N.E.2d 572 (5th Dist.1968) (landlord liable for negligent snow removal in parking lot); *Williams v. Alfred N. Koplin & Co.*, 114 Ill.App.3d 482, 448 N.E.2d 1042, 70 Ill.Dec. 164 (2d Dist.1983) (summary judgment inappropriate where plaintiff alleged her fall was caused by the landlord's voluntarily shoveling a narrow path on a stairway which left a handrail inaccessible).

This duty extends to all those who may reasonably be expected to encounter the

improved or repaired property. *Brewer v. Bankord*, 69 Ill.App.3d 196, 387 N.E.2d 344, 25 Ill.Dec. 688 (2d Dist.1979) (complaint alleging tenant's social guest injured by landlord's negligent repairs stated cause of action).