

Hurricane Irene Damage still not repaired by landlord. Help?

June 14, 2012 | by Theodore Einhorn

Dear Ask the Attorney:

I have a 5 year lease for a retail store in Morris County. After Hurricane Irene, the landlord came in and fixed some of the major issues caused by the flooding. However, almost a year later, there are still problems which he knows about that need to be rectified and have not been addressed. The lease says he has to fix these things within a reasonable amount of time (I believe I have been patient) but he hasn't. What are my options?

E.S.

Dear E.S.:

It is extremely difficult to answer your question without seeing the Lease and without knowing what the repairs are. Your question states that “the lease says that he [landlord] has to fix these things within a reasonable amount of time. . .” Being a lay person, and this is not meant to be condescending, I think that a lawyer should review the lease to make sure that your assumption that the landlord has the responsibility to fix the items in question should be verified by the terms of the lease. In most leases, which are usually drawn by the landlord’s attorney or the landlord, there is a distinction between those repairs which are to be made by the landlord and those repairs which are to be made by the tenant. Again, an attorney should review the lease to make sure you are correct when you say that the landlord has an obligation to fix the items in question.

Assuming that you are correct, then, the next question is, what is a “reasonable amount of time.” Again, and this is not meant to dodge the question, what is a reasonable amount of time depends on the damage and what is required to repair them. You state that the landlord has repaired the “major issues caused by the flooding.” Does that mean that the remaining issues are not major and are relatively minor and could have been fixed or can be fixed within a short period of time? — the answer to that

question could well be the most important fact to determine what is or is not a reasonable amount of time.

Judges and lawyers have spent thousands of hours with the corresponding amount of legal fees in determining what is and is not a reasonable amount of time or what is or is not reasonable conduct.

You should consider seeing an attorney as quickly as possible armed with the lease, any and all correspondence between you and the landlord, a list of damages and what repairs have been done and what remains to be done and pictures of the premises. Good luck.

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