

## Favorable Decision for New Jersey Property Owners Regarding Snow and Ice Removal

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*Litigation Alert*

1.28.20

On January 23, 2020, the New Jersey Supreme Court issued a favorable decision to landlords regarding snow and ice removal liability between a tenant and a landlord. In the case of *Baldwin Shields v. Ramslee Motors*, No. A-53, 2020 N.J. LEXIS 17 (Jan. 23, 2020), the New Jersey Supreme Court considered whether the owner of a commercial property owes its tenant's invitee a duty to clear snow and ice from the property's driveway while the property is in the sole possession and control of the tenant. The New Jersey Supreme Court reversed the Appellate Division's decision and held that where a lease directly addresses responsibility for removal of ice and snow with a tenant, that duty rests solely with the tenant where the tenant maintains complete control over the property.

In *Baldwin*, the plaintiff slipped and fell on snow and ice when delivering an envelope to Ramslee Motors (Ramslee), a used car dealership which leased the property. The lease agreement with its landlord provided that "TENANT shall be solely responsible for the maintenance and repair of the land and any structure placed on the premises . . . as if TENANT were the de facto owner of the leased premises." The lease reserved for the landlord the right to enter the premises to make inspections and repairs, as well as "to enter onto the leased premises at any time in the event of an emergency." The owner of Ramslee testified that he was responsible for clearing snow and ice at the property and that he maintained equipment at the property to do so. The plaintiff filed a complaint against Ramslee and the landlord – settling only with Ramslee. The landlord moved for summary judgment and the trial court granted its motion. The Appellate Division reversed, finding that the lease was silent as to who was responsible for snow and ice removal. Then, finding no "distinction between a sidewalk and an open driveway used with regularity," the Appellate Division held that the landlord had a non-delegable duty to "ensure that the driveway abutting the sidewalk was clear of snow and ice." The Supreme Court then reversed the Appellate Division holding that because the lease between Ramslee and the landlord directly addressed responsibility for removal of snow and ice and imputed that duty on Ramslee, that Ramslee was in complete control over the property and exclusively responsible for the plaintiff's injuries.

If you have any questions or would like further information about this case or any other premises liability-related case, please contact Andrew Hamelsky (212.631.4406; hamelskya@whiteandwilliams.com), Rafael Vergara (212.631.4416; vergarar@whiteandwilliams.com) or Zaara Nazir (973.604.5681; nazirz@whiteandwilliams.com).

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