

Who's Responsible When You Slip and Fall? Landlords, Tenants, or Both?

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Slip and fall cases in New York City often involve complex questions of liability, particularly when multiple parties may be responsible for maintaining property. A recent decision from the Supreme Court of Queens County, *Soultanis v Secur-A-Door, Inc.* (Index No. 723277/2020), provides important insights into how courts analyze responsibility when both out-of-possession landlords and tenants may share fault for dangerous conditions.

Case Background

Plaintiff Alexander Soultanis was injured after slipping and falling on a sidewalk adjacent to commercial property. He testified that he slipped on both ice and a crack in the sidewalk. The incident occurred on a sunny day, just days after a snowfall. According to witness testimony, a path had been shoveled through the snow, but black ice remained on the sidewalk.

The property was owned by defendant Clark, an out-of-possession landlord who leased the premises to defendant Secur-A-Door, Inc. Pertinently, the lease agreement contained two critical provisions: (1) Clark was exempt from liability for injuries caused by ice or snow, and (2) Secur was responsible for keeping the sidewalk clear of ice and snow. The lease also made Clark responsible for structural sidewalk maintenance.

Both defendants moved for summary judgment, each arguing the other was solely responsible for the accident.

Out-of-Possession Landlords: Duty Without Strict Liability

New York courts are clear that sidewalk liability does not dissolve just because a landlord attempts to release its responsibility. The court addressed this principle under New York City Administrative Code § 7-210(a): property owners have a duty to maintain sidewalks abutting their property in a reasonably safe condition, and this duty applies even when the owner is an out-of-possession landlord that explicitly contracts that the landlord is not responsible. However, this duty only applies if the injured party proves the necessary elements of negligence which include a defective condition existed and that the owner created the condition or that he had notice (actual or constructive) of it.

The crux of Clark's argument was that they were an out-of-possession landlord and that Secur was solely responsible for snow and ice removal, but this was rejected because Clark's responsibility cannot be contracted away and Clark remained potentially liable if the sidewalk crack caused the incident as Clark was always responsible for the structural sidewalk maintenance.

Tenant Liability: When Contractual Duties Create Exposure

Next, the court analyzed the potential liability of Secur. Generally, a tenant has no duty to remove snow and ice from public sidewalks unless a statute or ordinance specifically imposes such liability, or the tenant undertook snow removal efforts that made conditions more hazardous. Secur created potential liability in two distinct ways. First, in its lease, Secur agreed to keep the sidewalk clear of ice and snow. Second, Secur's employees had a custom and practice of removing snow and ice from the sidewalk. This created a duty of care to anyone walking on their shoveled path. From the facts of this case, there was a question of whether Secur made this sidewalk more hazardous. Secur was unable to demonstrate that they had adequately performed due care in their snow removal or that it lacked notice of the icy condition.

The Danger of Improper Snow Removal

A critical issue in this case was whether the snow removal efforts themselves created the hazardous condition. Under New York law, a property owner or tenant who engages in snow removal may be held liable if those efforts make the naturally occurring condition more dangerous.

The court identified factual questions about whether Secur's snow removal activities caused water to run down the sidewalk and refreeze as black ice. One co-worker testified that the black ice appeared as if water had run down the sidewalk and frozen. This testimony was sufficient to defeat Secur's summary judgment motion, as it suggested Secur's snow removal may have created or exacerbated the dangerous condition. Attempting to remove a hazard is not enough to remove one's liability, especially when that attempt may create a separate hazard.

Multiple Causes of Action: Ice and Structural Defects

In this matter, the court dealt with two conflicting theories of liability from the Defendants. Did the crack in the sidewalk cause the accident or was it ice? Plaintiff testified it was both.

The court rejected both arguments, finding that material issues of fact existed as to the cause of the accident as there was ambiguity to the cause. Even if one condition were the primary cause, it did not eliminate the possibility that the other defect contributed to the accident, therefore maintaining the possibility both parties could be held liable.

Conclusion

Soultanis v Secur-A-Door, Inc. demonstrates the complexity of slip and fall cases involving multiple potentially liable parties. The decision reinforces that property owners cannot escape their statutory duties through lease agreements, while also recognizing that tenants who assume maintenance responsibilities can be held accountable for negligent performance.

For injured plaintiffs, this case highlights why it is essential to hire an experienced attorney who knows how to investigate these complex cases. The right attorney will identify all responsible parties and build a case that holds each negligent party accountable. When landlords and tenants try to escape their liabilities, you need a lawyer who can cut through the confusion and secure the compensation you deserve.

Contact Wilentz for Your Slip and Fall Case

If you or someone you know has been injured in a slip and fall accident in New York, the experienced attorneys at Wilentz can help. We understand the complex liability issues involving landlords, tenants, and property maintenance, and we fight to ensure our clients receive the compensation they deserve.

Contact Wilentz today for a free consultation about your slip and fall injury case.

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