



Case Study

Dog Bites: When is a Landlord Liable?

— by Jennifer Krumm

Imagine: You rent a home to Jane Smith, who has two large dogs. Two months later, one of the dogs bites a six-year old boy, causing him serious injuries. Rather than sue Jane, the boy sues you. Are you liable?

Answer: It depends on where the bite happened and what you knew about the dog.

Under Oregon law, there are limited situations in which a landlord can be held liable for injuries that occur on leased premises. The rationale for this rule is that a landlord is entitled to expect that his tenant will take necessary measures to eliminate a hazard or warn his guests of any potential dangers.

However, according to Oregon courts this reasoning may not apply when the bite occurs away from the rented premises, because a landlord has a common law duty not to allow a tenant to carry on unreasonably dangerous activities that could harm people off of the rented property.

For example, in Park v. Hoffard, 315 Or. 624 (1992), the defendant-landlord rented a home to her daughter. The daughter's dog escaped from the backyard and bit a young child while she was playing in a parking lot next to the home. Relying on the landlord's common law duty not to endanger people outside of the rented property, as defined by § 379A of the Restatement (Second) of Torts, the Oregon Supreme Court held that the landlord could be held responsible for the young child's injuries if the landlord knew or had reason to know that the dog was dangerous.

Notably, there is no similar Restatement provision that addresses dog bites that may occur on the rented property. Rather, the Restatement provides strong support for the argument that a landlord cannot be held liable. Similarly, while no Oregon cases have directly addressed the issue, many out-of-state courts have concluded that a landlord can never be held liable for dog bites that occur on his property—regardless of whether the landlord knew that the dog had bitten other people and was vicious. ❖

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