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## **Elderly Housing Issues**

### Rippen v. Crutcher (hypothetical)

#### Parties

The plaintiff/landlord, Arnold Rippen, is a 40 year old insurance salesman who has recently been appointed administrator of the estate of his father, Arthur Rippen, who died intestate. He and his younger sister are the sole beneficiaries of the estate. The estate includes a house located at 5615 Barton Street, Memphis, TN. Other than this inherited property, Arnold Rippen owns no real property besides his home, and has no interest in property management. He would like to sell the house, but will need additional funds to repair it in order to prepare it for sale.

The defendant/tenant, Catherine Crutcher, is a 78 year old widow who lives by herself along with her five cats. Ms. Crutcher's husband died of a heart attack about ten years ago, and her only income consists of \$650 per month in widow's benefits drawn off of her husband's Social Security account.

#### Facts

Ms. Crutcher moved into the house located at 5615 Barton Street just after her husband died, at the insistence of her long-time friend, Arthur Rippen, who knew of her reduced financial circumstances following her husband's death and knew that she needed a place to stay. In fact, Arthur had wanted her to live there free of charge, but Ms. Crutcher, not wanting to impose unduly on the friendship, insisted on paying \$150 per month for the two bedroom house. The parties never memorialized their agreement in writing; Arthur just gave her the keys and she just faithfully paid him \$150 as soon as her Social Security check arrived on the third of each month.

The house itself is old and in need of repair, but Ms. Crutcher likes the neighborhood, is close to family and has always been satisfied to remain living there. Her sister and brother-in-law have a spare bedroom and have encouraged her to move in with them, but she has always resisted, because her brother-in-law is allergic to cats, so she could not take her cats with her. She would have the same problem living in the subsidized high rise for the elderly, because it has a "no pets" policy. Over the years, Ms Crutcher has paid for a lot of repairs herself, and only complained to Arthur when it was absolutely necessary, as when the roof leaked into the living room two years ago, damaging her couch and matching side chair. Arthur repaired the roof, but she never told

him about the damage to the couch and chair. In the past year alone, Ms. Crutcher has paid for the following repairs:

<u>Date</u>	<u>Type of Repair</u>	<u>Cost</u>
Jan. 2006	Replaced blown fuse	\$ 25
Feb. 2006	Replaced valve on hot water heater	\$ 80
Mar. 2006	Unclogged sink	\$ 50
Sept. 2006	Repaired ceiling fan in kitchen	\$ 35
Nov. 2006	Repaired burst pipes in utility room	\$100

Several repairs are currently needed: the toilet has been slowly backing up over the past two months, the place has not been painted once during the entire ten years that Ms. Crutcher has lived there, the floor tiles in the kitchen and bathroom are cracked and buckled and in need of replacement and the heater is running all the time and barely warms the house except during the day. The leaves are knee-high in the yard also; Arthur used to see that the yardwork was done, but he passed away on December 4th, 2006, which was approximately seven weeks ago. The last time Ms. Crutcher saw him was when she tendered December rent the day before he died.

On December 7, 2006, Arnold Rippen came to the house located at 5615 Barton and told Ms. Crutcher he was administering his father's estate. Ms. Crutcher told him how much she had appreciated all that his father had done for her. She told him that she hadn't wanted to bother his father about repairs, because she knew he was not in the best of health, but stated that she couldn't go on like that any longer. She then showed Arnold all the needed repairs and asked him to see that they were done in order to make the place livable again. Arnold told her he would only be willing to do the repairs IF Ms. Crutcher started paying fair market rent for the place, which he considered to be \$400 per month. When Ms. Crutcher protested, Arnold stated, fine, that she had about three weeks until the end of the month and she could take herself and her filthy cats and get out.

A few days later, the toilet overflowed and Ms. Crutcher called the Health Department. On December 14, Inspector Tuggle came out to inspect and found the following conditions:

- 1) Toilet overflowing and sewer line badly clogged - recommend clearing of entire sewer line;
- 2) Paint badly needed throughout the entire house;
- 3) Replacement of tiles in kitchen and bathroom recommended;

- 4) Heater not working effectively – thermostat may be in need of adjustment or fan unit may need replacement;
- 5) Entire house permeated with cat odor - HVAC vents clogged with dust/cat hair - evidence of flea infestation;
- 6) Yard overgrown – grass should be cut.

Inspector Tuggle issued an Order to Correct/Repair to Arnold Rippen, directing that the above conditions be repaired or remedied within 30 days to avoid further punitive action.

On December 15th, Ms. Crutcher received the following letter from Arnold Rippen:

December 15, 2006

Dear Ms. Crutcher:

Well, HO, HO, HO and MERRY CHRISTMAS! Because of the filthy and unhealthful conditions that I found when I visited 5615 Barton Street on December 7<sup>th</sup>, I am issuing this three day notice of eviction. You and ALL of your CATS plus their FLEAS need to be out of the premises by no later than December 18th.

Sincerely,  
Arnold Rippen

In response, Ms. Crutcher sent this letter:

December 16, 2006

Dear Mr. Rippen:

The Health Department Inspector has come out here and HE says YOU need to repair the plumbing, paint the house, repair the tiles in the kitchen and bathroom, do something about the heater, and start taking care of the yard again, like a decent person. My cats are not the problem I am tired of living like this and am letting you know right now that I am not going to pay January rent if these problems are not fixed. I have already paid for more than my share of repairs in the past as a favor to your father, but I don't plan to keep on this way any more. Already, as it is, I am having to go next door every time I need to use the bathroom and am having to go to my sister's house whenever I want to take a bath. Enough is enough!

Yours truly,  
Catherine Crutcher

Arguing that he will have to make arrangements for a loan to cover the cost, Mr. Rippen has not yet begun making repairs. Ms. Crutcher has not paid January rent. On January 8th, she was served with a detainer warrant brought by Arnold Rippen, Administrator of the Estate of Arthur Rippen, seeking to evict her from the premises located at 5615 Barton, and setting the case for first hearing on January 16th. What would you advise her with respect to her rights and liabilities?