

SUMMARY STATEMENT

Florer v. Walizada, Docket No. 48290

This appeal involved the written notice requirement under Idaho Code section 6-320 in an action to enforce the warranty of habitability. Dennis Florer, a tenant, brought an action against Yar Walizada, his landlord, for breach of the warranty of habitability by allegedly failing to provide an adequate heat source. Walizada filed a motion to dismiss, asserting that Florer lacked standing to bring the action because, by the time Florer provided written notice under section 6-320, the alleged breach had already been cured. The district court denied the motion and, following a bench trial, entered a judgment in favor of Florer awarding damages.

The Idaho Supreme Court reversed the denial of the motion to dismiss, vacated the award of damages, and remanded for entry of judgment in Walizada's favor. The Court held that an already-cured breach of the warranty of habitability cannot form the basis of a valid notice under Idaho Code 6-320. Because it was clear from the face of Florer's complaint that the alleged breach had been cured before written notice of the breach was provided to Walizada, the district court erred in denying Walizada's motion to dismiss.

*****This summary constitutes no part of the Court's opinion. It has been prepared by court staff for the convenience of the public.*****