



The efforts to fix the leaning Millennium Tower are tilted in the wrong direction, quite literally, but this does not absolve tenants of their obligation to pay the rent.

While San Francisco's sinking building has garnered attention recently, Bornstein Law has not been a Johnny-come-lately on this subject.

In 2017, we successfully argued that the building's structural issues do not justify the withholding of rent.

Despite all of the frenzy and question marks about the integrity of San Francisco's tallest high-rise residential building, tenants must pay rent.

In every California residential lease, there is an “implied warranty of habitability,” meaning the rental unit must be in liveable condition. This is an ambiguous term that unfortunately must be litigated at times.

A resident of the Millennium Tower refused to pay rent because he claimed the problematic sinking created an unsafe condition which amounted to a breach of the landlord's duty to provide a safe, habitable dwelling.

Bornstein Law argued that this claim was baseless. Indeed, the rental unit was in pristine condition. We demanded the rent amount due and when it went unpaid, an unlawful detainer (eviction action) was commenced.

The outcome

Judgment was granted for possession of the premises, paving the way for an immediate transition of the tenant out of the high-rise and our client was awarded a monetary judgment of \$42,716.

After six long months of being held hostage over false assertions made by the defendant, Bornstein Law was able to achieve the goal of recovering possession and preserving the client's substantial real estate investment.

Our unshakable advocacy was on solid ground.