

# AHRMA ALERT

---

## ASSISTED HOUSING RISK MANAGEMENT ASSOCIATION

January 2005

### Ice and Snow Removal

It's that time of the year again when housing authorities have to address the issue related to ice and snow removal. The big question is; are you liable if a person is injured on housing authority property from slips and falls, due to ice and snow accumulation? Are you liable if you attempt to remove the ice and snow or are you liable if you don't remove the ice and snow?

According to the Residential Snow Removal Act (745,I.L.C.S. 75/2) grants immunity from negligence in actually removing snow, but there can be liability for willful and wanton conduct in removing snow. The Act reads as follows:

*Any owner, lessor, occupant or other person in charge of any residential property, or any agent of or other person engaged by an such part, who removes or attempts to remove snow or ice from sidewalks abutting the property shall not be liable for any personal injuries allegedly caused by the snowy or icy condition of the sidewalk resulting from his or her acts or omissions unless the alleged misconduct was willful and wanton.*

An example of a willful or wanton act would include; when removing snow you blocked a walkway with the snow and a person would have to climb over it, this would create an unnatural accumulation or if you pile snow on a hill or slope so when it melts, the water runs downhill and when it freezes, creates a new hazard. Also, it is important not to promise to remove ice and snow in a lease or contract. If you promise to remove the snow you can be liable if you fail to remove the natural accumulation of ice and snow.

If your policy is not to remove ice and snow then according to the Tort Immunity Act (745, I.L.C.S. 10/3-105 (a)) grants immunity for failure to remove natural accumulations of ice and snow. The Act reads as follows:

*Neither a local public entity nor a public employee is liable for any injury caused by the effect of weather conditions as such on the use of streets...sidewalks... For the purpose of this section, the effect of weather conditions as such includes...wind, rain, flood, hail, ice or snow, but does not include physical damage to or deterioration of streets...sidewalks...resulting from weather conditions.*

I hope this helps clarify any questions about liability as it relates to ice and snow removal. I would like to thank Jim Kinsman, AHRMA's Claims Manager and Jay Judge from Judge, James & Kujawa, Ltd. Law firm for providing me legal information on this topic.

Thanks, Mickey Reynders/Loss Control Managers