

Who Invited Them? An Invitation by the Land Possessor is a Prerequisite to Invitee Status

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We have all grown accustomed to online shopping or having items delivered to our homes. Inherent in doing so is an understanding that a person, whoever that may be, will eventually deliver the item to its destination at the appropriate time. In the context of premises liability law in Michigan, the individual performing the physical act of delivering the purchased item is usually considered an *invitee*. Notably, land possessors owe a “duty to exercise reasonable care to protect invitees from an unreasonable risk of harm caused by a dangerous condition of the [land possessor’s] land.” *Kandil-Elsayed v F & E Oil, Inc.*, 512 Mich 95, 112 (2023). In fact, invitees are afforded “the highest level of protection under premises liability law.” *Id.*

However, what if a land possessor does not make the actual purchase of the item or is otherwise completely unaware that the item will be delivered to their home? Is the deliverer in that scenario considered an invitee in the context of premises liability law in Michigan? According to the Michigan Court of Appeals in a recent unpublished decision, the answer is no. Rather, in that scenario, the deliverer of the item is considered a *licensee*; a class of people who are owed a lesser duty compared to the duty owed to invitees. Accordingly, the distinction between invitees and licensees is of vast importance and may determine if a claimant’s lawsuit against the defendant land possessor is successful or not.

This distinction was the issue in *Alexis v Cerroni*, an unpublished Michigan Court of Appeals opinion issued on February 11, 2026 (Docket No. 373117). Plaintiff was a licensee at the time of injury – and not an invitee – the Defendant land possessors did not owe a duty to protect Plaintiff against the alleged dangerous condition. In particular, Plaintiff was delivering cookies to Defendants’ house at the request of Defendants’ daughter’s godparents when at the moment of delivery, Plaintiff slipped and fell on Defendants’ porch steps due to accumulation of snow/ice. Defendants’ daughter’s godparents both paid for the cookies and their delivery. In addition, Defendants were completely unaware that the order had been placed by the godparents or that the cookies were to be delivered to their home. These facts are important as invitees are defined as “a person who enters upon the land of another

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The Michigan Court of Appeals in *Alexis v Cerroni*, an unpublished opinion issued on February 11, 2026 (Docket No. 373117), clarified that in the context of premises liability law in Michigan, for a claimant to be considered an *invitee*, the claimant must show that they were invited on the defendant land possessor’s property by the defendant land possessor. An invitation by someone other than the defendant land possessor is therefore insufficient for a claimant to benefit from invitee status, regardless of whether or not the claimant’s presence on the defendant land possessor’s property was the result of some pecuniary benefit.

upon an invitation which carries with it an implied representation, assurance, or understanding that reasonable care has been used to prepare the premises, and make it safe for the invitee's reception." *Id.* citing *Kandil-Elsayed* at 111.

The Michigan Court of Appeals took exception to Plaintiff having been on Defendants' property to deliver a purchase made by someone else (the godparents); a purchase that was unbeknownst and unsolicited by Defendants. Accordingly, the Michigan Court of Appeals affirmed the trial court's ruling and held that because Defendants had no reason to expect the delivery of the cookies, let alone had extended an invitation to Plaintiff, implied or otherwise, to make the delivery to their home, Plaintiff was not an invitee at the time of the slip and fall. *Alexis v Cerroni* at 2 - 3. Rather, Plaintiff was a licensee and therefore, Defendants were not required to protect Plaintiff from the alleged dangerous condition.

This common-sense holding illustrates that a defendant land possessor need not protect those who show up on their property uninvited to the same degree as invitees, regardless of whether or not the uninvited claimant's presence is the result of some pecuniary benefit. In other words, if a claimant desires invitee status, an invitation by the land possessor is required.

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