

Court Extends Invitee Status to Airbnb Guests and Raises Duty of Condominium Associations

By David Kinzer

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On July 13, 2026, the Court of Appeals delivered another premises liability victory to the plaintiff's bar in *Michael Joseph Letvin v The Village at Grand Traverse Commons Condominium Association, & The Minervini Group LLC, Monarch Asset Management LLC, & Amo Inc*, ___ Mich App ___; ___NW3d ___ (2026). The opinion continues Michigan courts' years-long process of liberalizing premises liability law in favor of plaintiffs, a transformation best epitomized by *Kandil-Elsayed v F & E Oil, Inc*, 512 Mich 95 (2023). *Kandil* made it much easier to bring claims arising from open-and-obvious hazards. The following year, the Supreme Court allowed condominium owners to sue their own condominium associations for poorly maintained common areas in *Janini v London Townhouses Condo Ass'n*, 514 Mich 86; 22 NW3d 24 (2024). Previously, such claims were prohibited under the logic that a condominium's common areas are jointly owned by all the unit owners, so individual owners are not technically on the "land of another" when injured. *Id.* at 102-05.

In *Letvin*, the Court of Appeals was asked to consider the correct standard of care owed by Defendant condominium association to a short-term renter. Plaintiff brought his claim after slipping on ice in the condo association parking lot outside of the Airbnb where he and his wife were staying during a weekend trip to Traverse City. Plaintiff likened himself to a hotel guest or the tenant of an apartment complex, both of whom are considered *invitees* and therefore owed the highest duty of care. Invitees are distinguished from *licensees*, who are owed a lesser duty of care. For more than 25 years, Michigan courts have distinguished between invitees and licensees based on whether the injured person is on the defendant's land for a commercial purpose, with premises possessors held to a higher standard in exchange for potential monetary gain.

The trial court agreed with Defendant that Plaintiff was a licensee, reasoning that Defendant Association had no business relationship with Plaintiff, as Defendant extracted monetary gains from unit owners, not Airbnb renters. However, in reaching this decision, the trial court relied in part on *Gabrielson v Woods Condo Ass'n, Inc*, 349 Mich App 478; 28 NW3d 747 (2024), a pre-*Janini* case, which held that the tenant of a condominium owner was a licensee in common areas of the condo association.

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In *Letvin*, the Michigan Court of Appeals continued to liberalize premises liability law, reiterating the Supreme Court's decision in *Janini v London Townhouses Condo Ass'n*, 514 Mich 86 (2024), which allowed condominium owners to sue their condominium associations for injuries sustained in common areas. *Letvin* extended *Janini* to Airbnb renters, who can now sue their host's condominium associations for injuries sustained in common areas. The Court determined that Plaintiff, who slipped and fell on ice in his Airbnb's parking lot, was an invitee owed the highest duty of care and allowed the case to proceed to trial based solely on the presence of ice in the parking lot and the fact that none of the Defendant's Board members took responsibility for the snow-removal contractor's work.

Letvin thus gave the Court of Appeals its first opportunity to hold that *Gabrielson* did not survive *Janini*. Interestingly, the Court’s decision was based less on monetary gain, heretofore the sine qua non of invitee-status, as on control, citing language from *Janini* likening condominium owners to tenants who cede control of common areas to landlords, thereby entrusting their safety to the landlord’s care. In any case, condominium associations arguably do obtain a monetary benefit from allowing owners to rent their units, reasoning that unit owners pay association fees in part for the ability to invite others onto their property.

After determining that Plaintiff was an invitee owed the highest duty of care, the Court moved onto whether Plaintiff raised a genuine issue of material fact as to the Association’s breach of duty. The Court of Appeals agreed with Plaintiff on this issue as well, and while this decision did not explicitly overturn precedent, like the earlier portion of the opinion, it may be even more surprising. The Court found a triable issue of fact even though Defendant’s snow contractor spread thousands of pounds of salt the weekend that Plaintiff fell. But the Court decided for Plaintiff based on just two facts: a) the presence of ice in the parking lot at the time of injury and b) no one on Defendant’s board of directors took credit for oversight of the snow contractor’s work. Such a minimal showing conflicts with other caselaw requiring dismissal provided “the absence of any evidence tending to show how long the condition had existed.” *Pritchard v Northwest Airlines, Inc*, 111 Fed Appx 406, 410 (CA 6, 2004).

Letvin has important practical implications for landowners as well, amounting to a new, extra-statutory requirement that premises possessors commit to conducting oversight of all snow-and-ice contractors. At the very least, landowners should not adopt the strategy of Defendant’s Board members, all of whom denied performing any oversight duties regarding snow-and-ice removal. But the directors’ attempt to pass the buck backfired, as the Court believed that their denials of personal responsibility only made them collectively irresponsible.

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