

# THE LOCK-OUT

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## Mediator General Information

Complainant G.G. (Gee Gee) Johnson, is the single, unemployed parent of two children and is supported solely by public welfare. Respondent Sean Gavin is a wealthy well-known attorney who owns and manages a six-flat apartment building. Gavin rented a basement apartment to Johnson under an oral month-to-month agreement for \$1,200 a month, with a \$1,200 security deposit. During the third month of the tenancy, Johnson failed to pay the rent, maintaining the money was needed for auto repairs. Johnson ignored demands on five different days that month to pay or move out. Two days after the next month's rent was due, the Johnson family came home and found the apartment lock had been changed. Gavin told them they could have access when the rent was paid. Johnson moved in with relatives. Gavin let the Johnson family move its things out in exchange for an agreement that Johnson would pay two months' back rent when Johnson had the money. Johnson has not paid. Recently, Johnson went to the courthouse to discuss his/her options for settling Gavin's claim for back rent. Johnson told the court clerk that:

1. \$200 worth of food had spoiled,
2. the car keys had been locked in the apartment which meant Johnson could neither drive the children to school (they had to miss school) nor look for a job for ten days,
3. Johnson is paying \$200 per week to stay with the relative,
4. the family was saddled with \$175 in utility bills for the month even though they were locked out, and
5. their cat died of starvation in the apartment.

The court clerk suggested mediation, and Johnson agreed to try it.

## Confidential Information

Lock-outs are illegal in your state, but landlords frequently use them. The landlord may be liable for the tenant's damages stemming from the lock-out.<sup>i</sup>

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<sup>i</sup> Adapted from "The Lock-Out" © 2019 Matthew Bender & Co., Inc.