Avoiding Condominium Purchase Nightmares

Dick and Jane entered into a contract in January 2019 to purchase an existing condominium unit in an upscale Columbus suburb. Obvious to the unique perils of condominium ownership, they closed on their purchase in February without first obtaining and reviewing information and documents regarding the condominium and its owners’ association.

Trouble came quickly. In March, the owners’ association notified the couple that they would have to find a new home for Ruckus, their six-year-old Labrador Retriever. Apparently, the association had adopted a rule limiting the size of pets to 30 pounds or less. In April, more bad news arrived: The roofs of several buildings in the complex had deteriorated more quickly than anticipated. Because the association hadn’t budgeted for the repair, each unit would be assessed $8,000 to fund repairs. Then in July, they began experiencing serious problems with their drains. They called a plumber, who informed them that repairs would cost approximately $11,000. He said the good news was that the problem was in a feeder line located outside the unit walls, and was therefore a unit owner association responsibility. Unfortunately, the association refused to take responsibility, taking the position that repairing the feeder line was the unit owners’ responsibility.

A nightmare scenario indeed (and clearly no fun for Dick and Jane), though I’ve had clients who encountered each of these issues at some point in my career. Fortunately, this is a nightmare that can be avoided by obtaining available documents and information, and having the results reviewed by an attorney familiar with residential real property law. In this scenario, a review of the condominium rules and regulations, available to the seller through the unit owner’s association, would have put Dick and Jane on notice that purchasing the unit may cost them their beloved family pet.

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Traditionally, if an employee tested positive for marijuana use, whether in a random drug test or a drug test based upon specific observations of impairment, the employee could be terminated without worry of legal repercussion to the employer. But times are changing. Eleven states have legalized recreational marijuana and 33 states have legalized marijuana for medicinal use. The 2020 elections are sure to bring additional legalization.

Unionized employees have long asserted, with some success, that a positive test for marijuana use, unaccompanied by specific signs of on-the-job impairment, does not give an employer just-cause to terminate a person’s employment. With rapidly changing public perception of lawful and unlawful marijuana use, this much is certain - employment law will continue to evolve to catch up to public approval of marijuana use.

WHAT EMPLOYERS NEED TO KNOW ABOUT MARIJUANA

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Recent changes in federal law have increased the availability of CBD products, which can now be easily purchased online or in retail stores. As a result, more people than ever are using marijuana or marijuana-derived products for medical or non-medical needs. A significant percentage of these people use marijuana to treat a disabling condition.

Ohio’s new medical marijuana law, passed in 2016, contains a number of protections for employers who do not tolerate employees’ marijuana use. Many other states that have legalized marijuana for medicinal use have similar laws.

Across the country, a number of individuals who were terminated from employment after using marijuana to treat debilitating medical conditions are challenging laws similar to Ohio’s law on the basis that lawful, off-duty use of marijuana represents a reasonable accommodation that the employer must recognize, either under the ADA or a similar state disability statute.

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