

*ILLUSTRATION.* — *A leases a house from B. During the rainy season A finds that the roof is leaking and that leakage may spoil the house. B is absent. A has the roof repaired. B is bound to reimburse to A the expenses which he has incurred in repairing the roof.*

500. — In case of delivery in unsuitable condition, the lessee may determine the contract.

**[Part] II. — LIABILITY FOR DEFECTS.**

501. — In case of a defect existing in the property hired and impairing its fitness for ordinary purposes or for the purposes appearing from the lease, the lessee may determine the contract.

The foregoing provision applies whether the lessor knew or did not know of the existence of the defect.

A property hired which is not kept in good order and repair is a defective property within the meaning of this section.

502. — The lessor is not liable in the following cases:

1) Whenever the lessee knew of the defect at the time of the lease or would have known of it if he had exercised such care as may be expected from a person of ordinary prudence.

2) Whenever the defect was apparent at the time of the delivery, and the lessee has taken delivery of the property without reservation.

*ILLUSTRATION.*—*A leases a house from B. During the rainy season A finds that the roof is leaking and that leakage may spoil the house. B is absent. A has the roof repaired. B is bound to reimburse to A the expenses which he has incurred in repairing the roof.*

500.—In case of delivery in unsuitable condition, the lessee may determine the contract.

*Part* II.—LIABILITY FOR DEFECTS.

501.—In case of a defect existing in the property hired and impairing its fitness for ordinary purposes or for the purposes appearing from the lease, the lessee may determine the contract.

The foregoing provision applies whether the lessor knew or did not know of the existence of the defect.

A property hired which is not kept in good order and repair is a defective property within the meaning of this section.

502.—The lessor is not liable in the following cases:

1) Whenever the lessee knew of the defect at the time of the lease or would have known of it if he had exercised such care as may be expected from a person of ordinary prudence.

2) Whenever the defect was apparent at the time of the delivery, and the lessee has taken delivery of the property without reservation.