**Zika Virus At A Resort**

**Introduction**

Hotel guest rights are limited. A room reservation is a contract, even if it is not pre-paid. For this reason, any guest approaching to the hotel management gets a room. However, sometimes the hotel is fully booked, and there would not be any free room available for the guests. Most of the hotels operate under the standard of care requirements, i.e., they stay legally obliged to providing security, lighting, adequate heating, and safe environment.

**The Situation**

The resort hotel failed to provide health safety to the guests due to the presence of mosquitoes carrying Zika fever virus in its vicinity. Because of this health hazard, the guests who had paid non-refundable deposits to the hotel management desire to cancel their reservations. Other guests, who were staying in the hotel, contracted the disease. They are now suing the resort for their illnesses.

**Legal Issues Identified**

The legal issue discusses the health of contract made between the hotel and its guests in the context of health hazards.

* Firstly, if the clients can cancel their room reservations at the hotel when they have paid non-refundable deposits.
* Secondly, if the people who contracted the disease by staying in the hotel can sue the management for their illness.

**Hotel Misconduct Laws in Florida**

If a hotel has reserved a room for a guest, and later becomes unable, for one reason or another, to produce the room for the client then it is legally obliged to walk on the client. It means that the hotel management works on the principle of finding another accommodation for the client of equal or better grades. Although any law or regulation does not support this ruling instead it appears to an industry custom with no legal footing.

State and local laws such as the Florida Department of Business and Professional Regulations generally establish hotel responsibilities. As a matter of fact, most of the hotels operate under the standard of care requirements, i.e., they stay legally obliged to providing security, lighting, adequate heating, and safe environment. The Florida Department of Health regulates many aspects of the public lodgings.

Breach of duty of care occurs if the management of a hotel, motel or resort fails to ensure the safety of its guests. It is defined under the Premises liability law for hotels. In this situation, a person can sue the management for the claim of negligence. However, in this regard, the guest must prove that the management was aware or should have been aware of the hazardous conditions but failed to provide any protection, i.e., the onus of proof stays on the plaintiff.

**Contract and Negligence Laws in Florida**

Under Florida contract law, hotel reservation makes a binding contract (Fernandez & Yuan, 1999). The laws in the State recognize breach of contract in this regard. Under the Florida laws, the property owner is responsible for providing a reasonably safe environment for the guests. If a guest gets injured due to the owner’s negligence, he has the right to sue the property owner (hotel management in the case under discussion) under the law of premises liability. For this reason, the people who contracted the Zika disease from staying in the hotel can sue the management for their illness. Also, due to inadequate health safety efforts in the premises, i.e., due negligence, the clients can cancel their rooms’ reservation at the resort hotel because room reservation constitutes a binding contract.

**Suggested Court Decision of the Legal Issue**

For both of the legal issues, the following court decisions can be taken:

* The first legal issue is that if the clients can cancel their room reservations at the hotel when they have paid non-refundable deposits. The plaintiffs can only bring a claim of negligence if they can prove that the management was well aware of the hazardous condition at the hotel. The court might decide that the people can cancel the contract any time but they would not get any deposits back due to the fact that entered into a non-refundable deposit contract with the resort hotel.
* The second legal issue is that if the people who contracted the disease by staying in the hotel can sue the management for their illness. They can bring a lawsuit of negligence on the resort hotel in this regard. Primarily, they need to prove that they contracted the Zika virus by staying at the hotel. If proven, the court will compensate them for their damage. It means that the hotel management has breached their duty of care.

**Relevant Case Laws**

In 2018, a case titled O'Malley, et al. v. Hospitality Staffing Solutions surfaced. The plaintiff called the hotel management to inquire about his wife staying at the premises who was not answering to his phone calls. One of the administrative staff went to the room and reported that no one was present there. Hours later the husband returned to the hotel and found his wife lying on the room floor. She has suffered brain aneurism. Although no one is liable, under any law, to come forward and help a person in an emergency situation but when a person does so, he owes a duty of care towards the other person. In this case, the duty of care was breached.

**Suggestive Management Plan for the Hotel**

The resort hotel management must take the issue seriously. It must take the following steps in this regard:

* The hotel management must close down the premises for two days for Zika virus treatment.
* After the treatment, the hotel management must get a Zika virus free zone certification from the Florida Department of Health.
* The certificate must be displayed in a public area such as lobby within the hotel premises.
* The hotel management must regularly get its premises sprayed for elimination of Zika virus.

**References**

Fernandez, E. B., & Yuan, X. (1999). An analysis pattern for reservation and use of reusable entities. In *Proceedings of PLoP* (Vol. 1999).

O'Malley, et al. v. Hospitality Staffing Solutions, LLC,. S247501. CRC 8.SOO(g).