

## **Legal Questions and Answers by Dennis P. Block**

**Question One:** I have a rent controlled apartment in the City of Los Angeles. I went to court and had the tenant evicted. Is it permissible to rent the unit for market level?

**Answer One:** If your eviction was based on non payment of rent or a breach of the terms of the rental agreement, you can rent the unit for any rental amount. If the eviction was based on nuisance or a non-fault eviction then the rent must remain at the same level as what the previous tenant was paying. A non-fault eviction, for example, would be an eviction to put in a family member or resident manager.

**Question Two:** I have a rent controlled building in West Hollywood where all of the tenants are on a month to month lease. The City has allowed for a 3% increase to all tenants in the West Hollywood area. Unfortunately, that still does not bring my rents to current market value. I don't necessarily want to evict anybody, but would like to get my rental amounts where they should be. Instead of doing the proposed 3% increase, can I offer all of the tenants a NEW lease and increase all rents to market value or just serve them with a notice to quit?

**Answer Two:** That would not be permissible pursuant to the West Hollywood Ordinance. You can only increase the rent pursuant to the percentage as approved by the city. Entering into a new lease will not allow you to increase the rent beyond the approved percentage. You might want to offer the tenants to voluntarily vacate in exchange for the payment of relocation fees. If your tenant agrees to this, you would then be able to raise the rent to market level. It is important to prepare a formal voluntary vacate agreement.

**Question Three:** I have a next door neighbor who had a metal fence installed with its posts buried on MY property. Can I demand that it be removed, or at least relocated so that it is NOT using my property? This might seem like a minor problem, but it has made it difficult to maintain my property. Where his fence is located, it is now impossible to bring a lawn mower up to that edge. Please advise me.

**Answer Three:** Your neighbor cannot use your property to install a fence. You should write him a letter to remove it. If that fails, I would contact the City Attorney's office in your area. They will send him a demand letter which will solve your problem. If all else fails, write him a letter that you will have the posts removed and then you will sue him in small claims court for the expenses involved.

**Question Four:** I have an apartment in a non rent controlled area. My tenant is on a one year rental agreement which will expire in August 2006. I have learned that my insurance and utilities have just gone up dramatically. Is it possible that I can pass these additional expenses to my tenant?

**Answer Four:** If you are on a lease agreement, the rent cannot be changed during the term of the lease. You can put a clause in your lease agreement that would cover you in case of additional expenses. Barring such a clause in your current agreement, you are prohibited from passing these costs to your tenant.

**Question Five:** On a general month to month rental agreement, a tenant claims that it is illegal to "have the right, during reasonable hours" to enter the premises for repair to the property, etc. I have a paragraph in my rental agreement which allows for my access. Is this paragraph illegal?

**Answer Five:** A landlord has the right to enter a dwelling to make necessary or agreed repairs. A 24 hour advanced written notice is required. You must schedule this appointment during normal business hours. The provision in your rental agreement is certainly legal. In addition, Civil Code Section 1954 gives the landlord the right to access the dwelling. The tenant does not have to be present to enter. If no one is home, you may use your pass key. If the key does not work, you may take a locksmith for the sole purpose of opening the door. If the tenant is present and refuses your access, I would suggest calling the police. The tenant's failure to provide access is grounds for eviction.

**Question Six:** I signed a one year rental agreement with a tenant for September 1, 2005 through August 31, 2006. After two months I found out the tenants are very hard to deal with. In addition, they have brought in a cat which is not permitted in their rental agreement. Is it possible I could give them a 30 day or 60 day notice to get out? I do not want to rent to them anymore.

**Answer Six:** A 30 or 60 day notice is not proper in this instance. The fact that the tenants are "hard to deal with" is not grounds to break a lease. The cat, however, is a different issue. You are permitted to serve a three day notice to cure the violation or move out. This will demand that the pet be removed within the three day period. If the cat is still on the premises, you have grounds to terminate the lease.

**Question Seven:** I have a month to month tenant in a non rent controlled area. Do I serve a 30 or 60 day notice to quit?

**Answer Seven:** If the tenant has resided on the premises less than one year, you can serve a 30 day notice to quit. If over one year, a 60 day notice is required. **On or after January 1, 2006, only a 30 day notice is required, regardless of the length of the tenancy.**

**Question Eight:** I attended your seminar at the Los Angeles Convention Center. When is your next seminar coming up?

**Answer Eight:** It is best to check my web site at [www.evict123.com](http://www.evict123.com). Click on the box entitled "Free Seminars". All future dates will be listed. You can always tune into "LANDLORD TENANT RADIO" every Thursday night at 9:30 PM on KRLA 870 AM. Listeners are allowed to call in and have their questions answered over the air!

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