

Legal Questions & Answers **by Dennis P. Block**

Question 1: When a tenant has been served a 60-Notice to Quit, can we continue to collect rent during that 60-day period?

Answer 1: You are definitely allowed to take rent during the 60 day notice period. You may not take rent for any period beyond this period.

Question 2: My tenant has a six month lease. We do not have rent control. I gave him notice that I will not be renewing his lease as of 6/30/05. I now want to post a 30-Notice to Quit, what is the appropriate verbiage to use?

Answer 2: You do not need to serve any further notice. When a tenant is on a fixed term lease, the lease automatically terminates on its own terms. A landlord should only serve an informal letter stated that the lease will not be renewed. Since you have done this, there is nothing further to do.

Question 3: I have just discovered that one of my tenants has a conviction for a "lewd act with a child under 14 years". I found it on the Megan's Law web site. This building has children in other apartments. I would like to terminate his lease, which is a month to month. Am I opening myself to any problems? Can I be sued if something bad happens?

Answer 3: Incredibly, the Megan law states that it would be discriminatory to evict just for this reason. You should warn the other families in the building.

Question 4: A prospective tenant has some credit issues and just retired from her job. She received a large lump sum as a retirement settlement. She will not have a steady monthly income, but a lot of money in the bank account. Therefore, the only way I can consider renting her the unit would be to ask her to pre-pay the lease for 1 year. Can I do that?

Answer 4: The law states that the maximum security deposit is two times the monthly rent. You are allowed, however, to take advance rent of one year, if you are renting for a one year period. This, therefore, would be in compliance with the law.

Question 5: I am a new landlord who is just starting out, so bear with me please. If I purchase a residential building (2 - 4 units) and the current tenants already have a lease with the previous owner, am I stuck with the old lease until it runs out or can I have the tenants sign a new lease under my ownership rules?

Answer 5: First, welcome to the world of being a landlord. I am sure that you will find it worthwhile. Regarding your question, the lease runs with the land. Therefore, you will need to wait for the lease to expire before you can substitute your own agreement.

Question 6: I recently purchased a 12 unit building in the city of Los Angeles that is not subject to rent control. I would like to serve 11 of the 12 units a 60 day notice and increase their rents by almost 50%. Do I just serve a 60 day notice or is there anything else I should be aware of?

Answer 6: You have the right to raise every unit to market level. A 60 day notice is required. You cannot raise the rent in the middle of the month; it must correspond to the due date.

Question 7: My building is under rent control. I have a tenant who bounced two checks in 2003 and 2004. He has not paid the late fees or check charges totaling \$85. Can I evict him based on this even though the lease does not stipulate NSF fees? How do I collect late charges if a tenant only pays his rent and not the late fees too?

Answer 7: Since this event occurred so long ago, it would not be grounds for an eviction. You may deduct these charges from the security deposit when he moves out.

Question 8: I had a tenant die in the unit. He lived by himself. His relatives entered to retrieve his belongings and now they will not leave. What should I do?

Answer 8: I would first call the police and see if the police will arrest them for trespassing. Usually the police will ask the persons to show proof that they are living there. They might be

asked to show a lease or a utility bill. If the police refuse to evict, you will have to go through a formal eviction.

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