

Legal Questions & Answers

Question One: I recently won an unlawful detainer case and the judge ordered the tenant to vacate within five days. I am told that it is not possible to get a sheriff out to the property that early. Can I change the locks after the five days or do I have to wait for the sheriff?

Answer One: You must wait for the sheriff to put you into possession of the property. "Self Help" remedies are not permitted. In order to legally lock out your tenant, you must proceed by way of legal process. This requires the obtaining of a writ of possession and a formal lockout by the sheriff.

Question Two: I rented a house to a tenant. I just found out that the tenant never put the water service in his name. The lease requires him to put all utilities in his name but he is refusing to transfer over the service. He claims that the water is not a utility and that I am obligated by law to pay for it. What can I do?

Answer Two: Water is considered a utility and a landlord does not have to supply water. This is a matter of the contract between the parties. Send the tenant a registered letter that explains the tenant's responsibilities under the lease. State in the letter that you will be turning off the water service in 10 days and that it will be required for your tenant to initiate the water service in his name. You should also present the water bill and make a demand for payment. If payment is not forthcoming, you could either deduct this sum from the security deposit or serve a Notice to Perform or Quit.

Question Three: As a landlord, I enjoy your "Legal Questions & Answers" article in the Apartment Owners Association magazine. I have a question about a situation I am now facing. A tenant had his car stolen from the parking garage in our building, and is now blaming me for inadequate security. His lawyer has statistics showing that there have been other vehicle thefts in this particular area in recent months (including one prior incident at my building). I've been aware of the concern for some time, and I hired a security company to patrol the grounds once a night. Unfortunately, the security patrol didn't notice anything unusual on the night when the theft occurred. Is there any law on this subject? Am I facing potential liability if he files suit?

Answer Three: Tell your tenant's attorney to go back to law school. A landlord does not warrant that crime will never happen. The only exception would be in the event that you hold your building out as a "security building". The fact that you went through the expense of hiring a security company, is laudable on your part. Certainly you are not responsible for crime in the area. Check your lease agreement. Many leases contain a paragraph dealing with the personal property of the tenant. These provisions require the tenant to maintain personal property insurance to cover these types of losses.

Question Four: My property is under rent control and my units are registered. My tenant failed to pay the rent and I proceeded with an eviction action. Incredulously, I lost my

case because I did not give a copy of the Rent Registration Certificate to my tenant. I have one displayed by the mailboxes but the judge ruled that I was not in compliance with the law. I now have to start the case all over again. Can I appeal this crazy decision?

Answer Four: It was a crazy decision but unfortunately, it is the law. Under Rent Stabilization for the City of Los Angeles, the unit must be registered AND a copy of the registration certificate must be given to the tenant prior to service of the 3-Day Notice to Pay Rent or Quit. All landlords need to serve a copy of the recent certificate on their tenants.

Question 5: I rented a unit to two persons. One person is now moving out and demands her portion of the security deposit. Do I have to return it to her?

Answer 5: Since you have one tenancy consisting of two persons, the tenancy is not terminated until all of the tenants have vacated. You have no responsibility to return a portion of the security deposit at this time.

Question 6: I just bought a six unit apartment building. There is no rent control in this area. The previous owner was very "loose" in the way he ran his building. I do not have many of the rental agreements and it appears that no security deposits were taken. What can I do to get proper documents and deposits?

Answer 6: Send the tenants an application and a rental agreement. Instruct them to complete the application and to return it with the signed rental agreement within seven days. Explain to the tenants that you are also requiring a security deposit pursuant to the terms of the rental agreement and that this sum must also accompany the documents. If a tenant fails to comply, you may simply serve this tenant with a 30-Day Notice to Quit and proceed to evict.

Question 7: My tenant wants me to upgrade the carpeting. He is paying very low rent and I am not inclined to do this unless I get something for this expense. Can we agree to raise his rent to cover the cost? This is a rent controlled building.

Answer 7: You are not allowed to increase the rent, even if the tenant agrees to pay this extra amount. This would be in violation of rent control. Your tenant can, however, pay for the carpeting and its installation.

Question 8: I have low paying tenants under rent control. The rents do not come close to covering my mortgage and expenses. Is there any way to raise the rents to market level and still be in compliance with the rent control ordinance?

Answer 8: Get the new Dennis P. Block DVD, "How to Beat Rent Control". This outlines all the legal loopholes that exist to increase your rent. Also be sure to listen to Landlord/Tenant Radio every Tuesday morning at 9:30 AM. Tune to KTYM on 1460 on AM radio.

Dennis Block, of Dennis P. Block & Associates can be reached for information on landlord/tenant law or evictions at any of the following offices: Los Angeles: 323.938.2868, Encino: 818.986.3147, Inglewood: 310.673.2996, Long Beach: 310.434.5000, Ventura: 805.653.7264, Pasadena: 626.798.1014 or Orange: 714.634.8232 or by visiting www.evict123.com. Don't miss his Landlord/Tenant Radio Show, every Tuesday morning at 9:30 a.m., KTYM 1460 AM.