

Question 1- I have a tenant who insists in sitting in the common areas and chain-smokes. All of the tenants are complaining. The tenant is on a one-year lease. Is there anything that can be done?

Answer 1- Under California law, the tenant is prohibited from creating a nuisance. A nuisance is defined as causing an unreasonable interference with the comfort, safety and enjoyment of the other residents. In this case, it would appear that the tenant's conduct constitutes a nuisance, which would be grounds for eviction.

Question 2- I have a rent controlled tenant. I pay all the utilities for the property and I noticed that my water bill is very high. In an inspection of the property, I noticed that the tenant is intentionally running the water even though he is not in the unit. Obviously, he is trying to run my bill up to get even with me due to a rent increase. Can I evict him?

Answer 2- An eviction might be a close call. If you can prove that the tenant is intentionally running water to increase your bill, then that could be considered "waste" and might qualify for an eviction. Another approach would be to sue the tenant in small claims court. Bring your water bills, which would clearly show the increased usage. In addition, bring witnesses that could prove that the water was left on continuously.

Question 3- My tenant has contested the eviction case and I have to do a trial which is scheduled for the end of this month. I am evicting the tenant for non-payment of rent. The tenant claims that as long as he brings the entire rent owed to court, he cannot be evicted. Is this true? I desperately need to get rid of this person.

Answer 3- There is no truth to the statement made by your tenant. If you serve a tenant a 3-day notice to pay rent or quit, the tenant has only three days to pay. A landlord does not have to accept rent after the third day. The tenant should be evicted notwithstanding that the tenant offers the full rent at the time of trial.

Question 4- I gave my on-site manager a notice of termination of his employment. Prior to hiring him as a manager, he was paying \$600 rent per month. When he was hired as an on-site manager, we agreed for him to live rent free in exchange for his services. Can I ask my former manager to pay the rent of \$600 immediately or would I have to serve a notice of change of terms of tenancy?

Answer 4- The manager was always paying \$600 per month by way of a credit for the services that he rendered. If you fire him, he loses the rent credit and therefore he would have to start paying the rent immediately. If there is no written agreement, I would send a termination notice and inform him that the rent will be commenced at the next due date, presumable the first of each month.

Question 5- The by-laws of my condominium association state that no resident 14 years or younger can reside on the property. I rented my unit to a couple with children and the association is sending me threatening letters. What can I do?

Answer 5- Under California law, one cannot discriminate on the basis of age. That provision in the by-laws would not be enforceable. I would suggest to the association to contact their attorney to verify that the provision cannot be enforced.

Question 6- I have a rent controlled building in the City of Los Angeles. I have a tenant, who has no lease agreement and the tenant keeps collecting dogs. He now has five dogs in his unit. Needless to say, I really do not like this arrangement, even though the dogs really are not creating a problem. Is there anything I can do?

Answer 6- A person who maintains more than three dogs would be considered to be running a kennel. As such, they would need to have a kennel license, which would not be possible in an apartment unit. You can make a demand for your tenant to reduce the number of dogs. If the tenant fails to do so, you could initiate an eviction.

Question 7- My son is renting a house with four other roommates. He is on a month-to-month rental agreement where all the roommates signed the agreement. My question is whether my son is responsible for only his portion of the rent.

Answer 7- All persons are responsible for the rent. Even though the roommates agreed to split the rent, the law would hold the tenants jointly and severable liable. In other words, your son could be held liable for any amounts still owed.

Question 8- I rented a one bedroom unit to a tenant in a rent controlled apartment building. I have since found out that she had been evicted from her previous apartment. She specifically stated on her application that she had never has been evicted. Is that grounds for eviction?

Answer 8- The fact that a tenant lied on her application is not grounds for eviction. In general, an eviction requires a breach of the rental agreement. An application is not part of the rental agreement. It is wise to have a statement in your rental agreement that any misstatements, on the application, would be considered a material breach of the agreement. If that statement is contained in your rental agreement, then this would be grounds for eviction.

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