

Question One:

I have a tenant in a building in Inglewood. She left her faucet running causing some flooding as the water ran down into the garage below the unit. The fire department was called and she has been told that the flooding was due to her error. I have told her it will cost \$350.00 to repair the drywall in the garage but the tenant does not want to pay the entire amount. She believes there was pre-existing damage to the garage. Can I evict the tenant if she does not pay the \$350.00 and what kind of notice should I serve her with?

Answer One:

The City of Inglewood does not have rent control and if your tenant is on a month-to-month agreement, you need only serve a notice to quit. If the tenant has lived in the unit one year or longer, a 60-day notice is required, otherwise a 30 day notice would suffice. Present your tenant with the repair bill and demand payment. If the tenant refuses, this would be a proper deduction from the security deposit or you are free to bring forth an action in small claims court.

Question Two:

My tenant presented me a notice that he would be breaking his one-year lease agreement and would be moving in 30 days. I really am happy that this tenant wants to move and I immediately sent him a confirming letter that I accepted his termination notice. If the tenant does not vacate, how can I physically get him to vacate the unit.

Answer Two:

Since you served your tenant with an acceptance letter, you have the right to bring forth an eviction action if the tenant failed to vacate timely.

Question Three:

I have a rent controlled building. My tenant is on a one-year lease agreement that will be expiring in the upcoming month. She has been consistently late with her rent and I really do not want to renew the lease. Can I merely refuse to renew the lease and serve a 30-day notice to vacate?

Answer Three:

This would not be permissible in a rent controlled jurisdiction. The lease will automatically revert to a month-to-month tenancy. The tenancy cannot be terminated unless you have good cause. The best way to terminate the tenancy is to serve a 3-Day Notice to Pay or Move Out. If the tenant does not pay within the three day period, then this will be a ground to bring forth an unlawful detainer action to evict your tenant.

Question Four:

Is the landlord responsible for a tenant's complaint about bedbugs? The tenant complained that a bedbug bit his small child. These tenants recently moved into the building. We run a very clean operation and have never had a bedbug problem.

Answer Four:

Bedbugs appear to be invading many more apartments recently. I have had many inquiries regarding this pest problem. Generally, bedbugs migrate in mattresses. It is likely that the tenants brought the problem with them when they moved into the unit. That being said, it could be difficult to prove where they came from. I suggest that you immediately call in a pest control professional to remedy the situation. Generally, they will be able to determine how long the mattress had been infested. If it can be determined that the mattress was previously infested, then your tenants would be responsible. In any event, immediately take care of the problem.

Question Five:

I have an applicant with a poor credit rating. He wants to have a relative act as a co-signor to the agreement. The relative has excellent credit. Is there any disadvantage to this arrangement?

Answer Five:

I generally disapprove of having co-signors. If the person actually living in your unit is not credit worthy, then I advise not to rent. If you did need to bring forth an eviction action, it is not proper to sue the co-signor. A co-signor is not "unlawfully detaining" the premises. It would be required to bring forth a second lawsuit.

Question Six:

I converted a garage into a second unit and rented it to an elderly woman on a month-to-month tenancy. The garage is not a legal unit. Shortly after she moved in, I received a "notice to comply" from the Los Angeles Housing Department. The notice demanded that I return the unit to its original condition and to cease leasing it out. My tenant is now telling me that she will not pay any further rent and that the law requires that she be paid relocation funds in the sum of \$14,850.00! Could this be true?

Answer Six:

Unfortunately, your tenant is correct. The Los Angeles Housing Department requires tenants, who are displaced due to an illegal unit, to receive relocation funds. Relocation benefits were recently and dramatically increased. If a tenant has dependent children, is handicapped, or is 62 years of age or older, the relocation fees are \$14,850. If the tenant has lived in the unit three years or longer, the fees would be \$17,080. The City of Los Angeles is cracking down on illegal units.

Question Seven:

I have a tenant who signed a one-year lease but wants to move after six months. Are there any penalties for breaking a one-year lease? Does the tenant forfeit his security deposit?

Answer Seven:

A tenant is responsible for the rent for the entire lease term. Once the tenant vacates, you have 21 days to account for the security deposit. You should indicate that the tenant owes for the remaining lease term. In addition, the tenant is responsible for the cleaning charges and unusual wear and tear to the unit. Obviously, there will be a balance owed by the tenant. If you do lease the unit, within this period, the tenant's balance would be lessened. You have an obligation to attempt to lease the premises during this period. To the extent that the tenant owes you money, you may file an action in small claims court.

Question Eight:

I have a rent controlled apartment building in the City of Los Angeles. I really need to figure out a way to increase the rents. What do you suggest?

Answer Eight:

That's an easy question! Come to the Apartment Owners Association "Million Dollar Trade Show and Educational Conference". It is going to be held on October 30, 2007, at the Los Angeles Convention Center. The show is free! I will be speaking at 3:00 PM. The topic is, "How to Beat Rent Control and New Laws You Must Know". You do not want to miss this.

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.