

Legal Questions and Answers

Question One:

I served my tenant a notice to vacate. I requested the tenant move by the end of December, 2007. If the tenant fails to pay the rent during this interim period, do I have the right to serve a 3-day notice to pay the rent without waiving the original notice?

Answer One:

The service of the 3-day notice to pay the rent would not invalidate the notice to quit. A tenant is responsible for the rent, for each day the premises are occupied.

Question Two:

I have a tenant on a one-year lease. The lease will not expire until February, 2008. The tenant failed to pay the rent, so I served a 3-day notice to pay rent or quit. The tenant moved during the 3 day period and he has told me to use the security deposit for the unpaid rent. He claims that since I declared the lease "forfeited" in the notice that I cannot recover for the remaining term of the lease. Is that true?

Answer Two:

Pursuant to Code of Civil Procedure 1174.5, a tenant is still responsible for the entire lease term. The fact that you have served a notice declaring the lease forfeited, does not relieve the tenant of his obligation for lease term. You do have an obligation to use your best efforts to re-lease the premises. This is necessary as the law requires that you mitigate the potential loses of your tenant.

Question Three:

I plan on renovating my building, which is under rent control for the City of Los Angeles. Is it proper grounds to request that my tenants vacate? The building is really dilapidated and this renovation is quite necessary. I need to upgrade all the plumbing, electrical and roofing. The heating system must be replaced in addition to painting and replacing old appliances. This work cannot be performed with tenants in possession.

Answer Three:

Incredulously, that is not grounds for eviction for the City of Los Angeles. The City, by its actions, is encouraging building to become degraded. You can ask the tenants to leave for a temporary period of time. You would have to apply under the program entitled, "Tenant Habitability Plan". You would have to pay for your tenants to be relocated. This would entail paying for alternate housing and other accommodations. After the tenants return, you would have to apply for a capital improvement rent increase. This is based on the cost of your renovation, amortized over a five year period and divided between the units in the buildings. There is limitation to the amount of this increase. Based on these criteria, there is not an economic incentive for a landlord to upgrade.

Question Four:

My parents are elderly and I would like them close to me. I have a downstairs unit, which is under Los Angeles rent control. I have no other vacant units. Can I ask this tenant to move? She has lived there for a number of years with her children.

Answer Four:

You do have the right to have your parents occupy this unit. The rules require that you pay relocation funds to your tenant. The City of Los Angeles now requires that you pay your tenant \$17,080.00 in relocation assistance. An application process must first be filed with the City and once approved a 60-day notice must be served on your tenant. The funds would be due within 15 days thereafter. You do have the option of opening an escrow account to distribute the relocation assistance. If your parents should vacate, you would be required to lease the premises for the same rent as the original tenant was paying plus any City authorized rent increases.

Question Five:

I have a tenant on a month-to-month tenancy. He gave proper notice and moved out after 11 months. There are large stains on the carpet, which he admits to causing. May I deduct the cost of the stain removal from the security deposit?

Answer Five:

Cleaning is a proper deduction from a security deposit. You have 21 days to send your tenant a "security deposit itemization form". If you are deducting \$125 or more, you would need to include receipts or estimates.

Question Six:

I am leasing a single family residence and would prefer to only lease to a family or a couple. Can I legally refuse to lease to roommates? I find they are less stable and harder to manage.

Answer Six:

Unfortunately, that would be considered discrimination on the basis of "marital status". As long as the applicants have proper credit and qualify based on their income, you would be required to lease the house.

Question Seven:

I have a unit in Glendale. I have a tenant on a month-to-month tenancy. I would like to terminate his tenancy. He has lived in the unit longer than one-year. What notice should I serve?

Answer Seven:

Glendale has instituted a requirement for "good cause eviction". You cannot just terminate the tenancy. Good cause would require the tenant to have breached a condition of the rental agreement or other specific reason as listed in the Glendale ordinance. This ordinance can be found at on-line at: <http://www.ci.glendale.ca.us>.

Question Eight:

Each month I lose \$2,100 due to rent control. I have a six unit building and this is the additional amount I could be getting if my building was not under rent control. Is there anything I can do?

Answer Eight:

There is hope on the horizon. The Apartment Owners Association is attempting to put an initiative on the ballot. This initiative will seek to permanent decontrol your units, as well as, preventing eminent domain proceedings from seizing your property for commercial use. Please contact the Apartment Owners Association for further details or you may obtain information on their website, www.AOAUSA.com.

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.