

Legal Questions & Answers

Question 1: I attempted to evict my tenant but lost my case. The court held that I served the 3-day notice to pay rent or quit prematurely. The contract states that the rent is due on the first. I waited to the third to serve the 3-day notice. How could that be premature?

Answer 1: Under California law, a landlord can serve a notice to pay rent or quit once the rent is delinquent. The rent is delinquent the day after it is due. On this basis you could serve a notice to pay rent or quit on the second of each month. There is an exception, however. If the due date falls on a Saturday, Sunday or legal holiday, the rent will not become due until the following day. If the first of the month fell on a Saturday, then the tenant would have until the third of the month to pay the rent. In this scenario, the first legal day that you could have served a notice to pay the rent, would have been the fourth of the month.

Question 2: I have a client looking to purchase a six unit apartment building in Van Nuys. The seller has already paid relocation fees to all of the tenants. The building has sat vacant for six months. My client, the buyer, wants to know if rent control laws come into play. Can he lease the property at market rents and increase rents annually without limitations of the rent control laws?

Answer 2: If the building was built prior to October 1978, it would be under Rent Control for the City of Los Angeles. Your client is free to lease the units at market value but it would be subject to rent limitations thereafter. Currently, rent increases are 5% per year. Your client would also have to register the units with Rent Stabilization for the City of Los Angeles.

Question 3: The Environmental Protection Agency (EPA) sued my professional management company. The management company had failed to obtain the tenants' acknowledgments that they had received the pamphlet entitled "Protect Your Family From Lead in Your Home". He had to pay the EPA \$7,920, as a mitigated civil penalty. Now the company is suing me for the EPA fine plus the attorney fees. Can he do this? Isn't it his job, as a professional manager, to oversee and supervise the onsite manager?

Answer 4: I think it is reasonable to rely upon the expertise of a management company, in handling the affairs for your building. One of the prime functions of a management company is to lease your units. A management company should be knowledgeable regarding lead based paint laws. The law requires that the pamphlet be given to your tenant and that the tenant acknowledges receipt of the pamphlet in writing. You should not be held accountable for the mistakes of the management company. You are entitled to rely upon their expertise. It should be noted that AOA has the pamphlets and the acknowledgment form available to our members. Another benefit to AOA members!

Question 5: I have a tenant who is on The Section 8 voucher program. I would like to opt out for business/economic reasons after the one-year contract lapses. Can the tenant sue

me for harassment if I opt out of the program? I do not want to participate in the section 8 voucher program. I am subject to Rent Stabilization Ordinance.

Answer 5: The Housing Authority attempts to tell landlords that once you are on the program it becomes a "life sentence". This is clearly not the case. Under Federal rules, you can terminate your contract with the Section 8 program. Economic reasons are proper grounds to terminate a Section 8 contract. A 90-day notice must be given which states the reasons to terminate your participation in the program. In a rent controlled area, your tenant can remain in the unit, but would have to pay the full contract price.

Question 6: Is it legal to charge a fee for serving a 3-day notice to pay rent or quit?

Answer 6: Assuming you have a clause in a written rental agreement, that would be an enforceable provision. I would make it a reasonable charge so that the court would have no trouble enforcing the provision.

Question 7: I have a tenant who lives with his two minor children a small single unit. His wife, who is not on the lease, moved in with a newborn child. He is not the father of this child. There are now a total of five people in a single. Can I ask them to leave since this is in violation of the rental agreement? If I can't evict them, how much if any, can I increase the rent? The lease says \$100 for each additional person.

Answer 7: You have choices. You may serve a "notice to perform or quit" giving your tenant three days to remove the additional two persons. If they do not leave timely, you would have the right to evict everyone from the unit. If you allow them to remain, you may charge 10% for each additional person residing in the unit. This would therefore be a 20% rent increase.

Question 8: I served a rent increase on my tenant by sending it by certified mail. To date, the tenant has not signed the certified mail receipt and therefore the letter will be returned. Is the tenant responsible for the rent increase, even though she never received the letter?

Answer 8: Under California law a rent increase must either be handed to the tenant or posted on the door and mailed. It can be mailed by first class mail. In your case, you never posted it on the door and therefore unless the tenant signs for the certified mail, it would not be considered a proper rent increase.

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