

**Legal Q & A**  
**By Dennis Block, Attorney**

Question One: I own a home in Long Beach which I recently rented to a couple. In the beginning everything was fine. After the first month they keep sending me notes that things were wrong with the house. I have fixed several items, but the lists just keep coming. This is not a new house and obviously if you search, things can be found. What do you recommend?

Answer One: A landlord is only charged with making the premises habitable. Habitability is defined in Civil Code Section 1941.1. It requires:

1. Effective waterproofing and weather protection
2. Plumbing and gas facilities in proper working order
3. Proper hot and cold running water
4. Proper heating
5. Proper electrical lighting and wiring
6. Premises that are free from rodents, vermin and are sanitary
7. Adequate number of appropriate receptacle for rubbish
8. Floors, stairways, and railing in good repair

To the extent that the tenant is asking for cosmetic items to be repaired, those requests can be ignored. Your obligation, as a landlord, is make the place habitable.

Question Two: I have a tenant who decided to build a room divider in my apartment unit. He was attempting to make a second bedroom. He claims that since I rented the two bedroom unit to his family of five persons, that he can make an additional bedroom. Is this true?

Answer Two: Obviously, this cannot be permitted. This is in violation of building codes. In addition, most rental agreements prohibit alterations without the written consent of the owner. You should serve a notice to perform or quit. If the tenant fails to remove the divider, this would be grounds for eviction.

Question Three: I have a rent controlled apartment in Los Angeles. I understand that we are allowed to raise the rent for this current year a maximum of 5%. I have a provision in my agreement that indicates that no rent increase will exceed 4% in any one year period. Do I have to abide by that provision or can I charge the amount authorized by the City.

Answer Three: Your rental agreement would control and therefore the maximum increase would be 4%. If the agreement is currently on a month-to month basis, you could serve a change of terms of tenancy removing that rent limitation. This would then allow you to charge the maximum that the City authorizes.

Question Four: I have a tenant who rents a garage on my property. He uses it for the storage of items and has been leasing from me for several years. I wish to terminate his month-to-month tenancy. Am I required to serve a 30 or a 60 day notice?

Answer Four: You would be required to serve a 30 day notice. In residential property, a 60 day notice is required for tenants who have been in possession for one year or longer. This law does not apply to commercial tenancies. The leasing of a garage is considered a commercial tenancy.

Question Five: I have an applicant who is covered with tattoos. Every square inch of his body is covered including his head. His credit is acceptable but I do not want this type of element in my building. Can I just reject his application?

Answer Five: This would be considered discriminatory. In the State of California, landlords are not allowed to "arbitrarily discriminate". Denying a tenancy based on a person's appearance, could subject you to a discrimination complaint.

Question Six: If I serve a notice to pay rent or quit on a Thursday, when does the notice expire?

Answer Six: Here is the expiration day for each day of the week:

If the service was done on Sunday, the notice expires Wednesday.

If the service was done on Monday, the notice expires Thursday.

If the service was done on Tuesday, the notice expires Friday.

If the service was done on Wednesday, Thursday, or Friday the notice expires Monday.

If the service was done on Saturday the notice expires Tuesday.

The only exception to the above would be in the event that the expiration day is a legal holiday. In that event, the expiration day would be extended by an additional day.

Question Seven: My tenant insists that I cannot make repairs unless she is in the unit. This makes it very difficult to schedule workmen. Do I have to allow her to be present when work is performed?

Answer Seven: Civil Code 1954 does not require that the tenant be present. The landlord needs to serve a notice, at least 24 hours in advance. The notice must state the date, time and the reason for the entry. The entry must be during normal business hours. The tenant cannot legally alter your schedule.

Question Eight: I have a tenant in a rent controlled unit who is constantly threatening me with legal action. He writes letters to the Los Angeles Housing Department. Each time the unit is inspected they find something minor to correct. The tenant does not contact me first. He just writes the City and then I am forced to pay for the inspection. Is that grounds for eviction.

Answer Eight: This type of conduct is not grounds for eviction. I have heard many stories from landlords regarding this type of conduct. I suggest suing your tenant in small claims court for all the unwarranted inspection fees that you have incurred. Clearly the law requires that the tenant notify the landlord if there is a problem in the unit. If the tenant fails to notify the landlord, the tenant should be responsible for the inspection fee.

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