

Legal Questions and Answers by Dennis Block, Esq.

Question One: I recently had a vacancy for one of my single-family homes. I had not been to the property in a couple of weeks and was shocked to find out that a family had just moved into the unit. I called the police and the family produced a fraudulent lease agreement. Apparently they just broke into the house and changed the locks. The police were unwilling to do anything. They said that I needed to do an eviction. Could that be true?

Answer One: Unfortunately, these types of situations are happening all too frequently. People are just breaking into units and attempt to establish "squatters' rights". It is imperative for landlords to keep their units secure and to visit the premises regularly. In this case you will need to bring forth a legal action entitled "forcible detainer". It requires a 5-day notice to vacate and then a legal action is then brought. It generally takes about four to seven weeks before these persons will be evicted.

Question Two: I recently lost an action in small claims court over a security deposit. My tenant sued me for not returning the full security deposit. I had sent the tenant an itemization within the 21-day period. I properly deducted for items that the tenant broke in the unit. I showed the judge receipts but he told me that I had neglected to send copies of these receipts to my tenant with the security itemization. I do not understand why I lost. I had the receipts and they were clearly legitimate.

Answer Two:

If you are deducting \$125 or more from the security deposit, the law requires that you include receipts and estimates with your security itemization form. If you do not have those receipts in time, you can inform the tenant that they are unavailable and will be sent in a separate letter. In your case, you failed to send the receipts and therefore the court was just following the law. Nothing would prevent you, however, from filing your own small claims lawsuit against your tenant for the damage that was caused. If you prevail in that action, you can ask the court to offset the two judgments.

Question Three:

I have a rent controlled building. I noticed that my water bill had gone up excessively. I found out that one of my tenants is intentionally running the water in the bathtub, 24 hours a day. She is mad at me, as I did not honor her request for an additional parking space. My bill is over \$300 higher. Is this grounds for eviction?

Answer Three:

It could be grounds for eviction on the legal theory of "waste". It would be a difficult case to prove but theoretically it is grounds for eviction. You might want to sue the tenant in small claims court for the added cost to your water bill. You will have to establish that

this tenant was intentionally leaving the water running and you would need to show the increase on your utility bill.

Question Four:

I have a rent controlled building in the city of Los Angeles. I recently lost my unlawful detainer action. The action was based on non-payment of rent. I properly served the 3-day notice and the notice was filled out correctly. The tenant complained that I had not served him with the registration certificate that I had obtained from the Los Angeles Housing Dept. I cannot understand what went wrong with my case.

Answer Four:

The Rent Stabilization Ordinance requires that the registration certificate be served on your tenants, prior to making any demand for rent. The court, in your case, closely followed the rules in rendering the decision against you. Landlords are reminded that you must serve this certificate on all your tenants each year. You may post it on the tenant's door or simply hand it to them.

Question Five:

I needed to make repairs to one of my units. The tenant told me that I cannot have access unless she is there. Since the tenant works, she will only allow my contractor to come in on weekends. This will therefore add additional cost to the job. Do I have to heed my tenant's demand?

Answer Five:

You are not obligated to follow your tenant's request. To gain access to a unit, you need to serve a 24-hour notice, which states the date, time and reason you will need access to the unit. Unless, a previous arrangement is made with your tenant, you should request access from Monday to Friday, during normal business hours. The tenant has no right to demand a specific time that you may enter the unit.

Question Six:

I have a rent controlled unit in Los Angeles. I have a unit that I would like to rent out for a one-year period only. My daughter will be back from college and I would like her to have this unit. If I rent the unit on a one-year lease only, can I be assured that the tenant will vacate after the lease expires. I really do not want to lose rental income for an entire year.

Answer Six:

Unfortunately, once you lease the unit, the tenant does not have to leave even though the lease expires. You would need good cause to evict. You are allowed to ask the tenant to

vacate on the basis that you need the unit for your daughter. The rent ordinance would require you to pay relocation to your tenant from \$6,810 or \$14,850, depending on whether the tenant is qualified. Another approach, which might work, deals with allowing your tenant to have a discount off the rent.

Let's assume that the market value for the unit is \$1,000. Offer the unit for \$2,000 but give a \$1000 discount for the first twelve months.

This should be clearly stated in your lease agreement. At the end of the first year, your tenant would either have to move or pay double the rent. I have successfully handled this type of action but results could differ depending on the judge who hears the matter.

Question Seven:

I have heard that you can now have water meters that will measure the water usage for each unit. I would like the tenants to start paying for their own water. Is this legal?

Answer Seven:

This is certainly legal in non rent controlled areas. You would need to serve a "30-Day Notice to Change of Terms of Tenancy". In rent controlled areas this would not be permissible.

Question Eight:

I would like to assign a different parking space to one of my tenants. I have an elderly tenant who has requested this spot, as it is easier for her to get her groceries into the unit. The other tenant is refusing and states that Rent Stabilization Ordinance will not allow a change in tenancy unless he agrees to it. Is this true?

Answer Eight:

The Rent Stabilization Ordinance does not allow a change in the terms of the tenancy if it would increase the rent over the allowable amount or decrease services. You are allowed to change other terms of the tenancy, but you cannot evict based on that change. In your case, you could assign a similar space to this tenant. If he refuses to accept the change, you could not evict but you could have his vehicle towed.

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