

Legal Questions & Answers

By Dennis Block, Esq.

Question 1

I just got a bill for over \$200 from the Los Angeles Housing Department for an inspection fee. It appears that my tenant, instead of asking me to make a repair, decided to contact the LAHD directly. The City inspected the unit and because they found something wrong, I am now being charged this inspection fee. Of course I immediately fixed the problem, but to be charged is unfair. Can I pass this cost to my tenant? This is a rent controlled property.

Answer 1

Your experience is not uncommon. Many of my clients have been complaining about this exact same situation. It appears that tenants are reporting problems to the city first, to intentionally cost landlords these inspection fees. In order to avoid these problems, be sure that your rental agreement contains a paragraph that, "all repair requests must be made in writing". It should further state that the tenant will be responsible for any governmental inspection fees, if the tenant has not first notified the landlord in writing. It would be permissible to do a change of terms of tenancy for existing tenants and this is applicable in rent control areas as well. (*The AOA Rental Agreement contains this clause*).

Question 2

I have a rent controlled tenant on a month-to-month tenancy. For spite, each month, my tenant forces me to serve a 3-day notice to pay rent or quit. As soon as my tenant is served with the notice, he pays the rent. This creates an inconvenience to me. Is there anything that can be done?

Answer 2

Similar to my to my previous answer, have a paragraph in your rental agreement that states that if the landlord is forced to serve a 3-day notice to pay rent or quit, the tenant will be charged an additional fee of \$35. Again, it would be permissible to do a change of terms of tenancy for existing tenants and this is applicable in rent controlled areas as well.

Question 3

I bought a six unit apartment building in a rent controlled area at a foreclosure sale. I wanted to have the existing tenants sign new leases with rent increases. One tenant tells me that his rent is only \$495 for a two-bedroom unit. I know he moved into the building last year and this could not be his rent. I did not receive any rental agreements or estoppels from the tenants. What are my rights in this situation?

Answer 3

Notwithstanding the fact that you bought the property at a foreclosure sale, the tenants are protected tenants under rent control. This means that you cannot force the tenants to

sign a rental agreement. In addition, the rents must remain at the same level. Unless you can prove the specific tenant was not paying \$495, you would have to accept that figure. It may be possible to commence an eviction and during the eviction process subpoena the tenant's financial data to prove what rent the tenant was actually paying. Foreclosure buyers should be very careful in purchasing rent controlled property.

Question 4

My tenant painted her bedroom pink. Obviously, I never approved her to make this change. What notice should I serve her to correct this situation?

Answer 4

You should serve your tenant a "Notice to Cure Violation or Move Out". You should state that the tenant is in violation of her rental agreement by altering the premises. The notice should inform the tenant to restore the bedroom to its original color or a Navajo White.

Question 5

I have a tenant in a building that is not under rent control. This tenant has a habit of smoking in bed. I know this as his roommate has told me. I am afraid that the building will be burned down. Is there a law against smoking in bed?

Answer 5

There is no law prohibiting persons from smoking in bed. Obviously, the tenant would be responsible for any damage that might occur. If the tenants are on a month-to-month tenancy, I would suggest serving a notice to quit and terminate this tenancy. A 60-day notice is required if the tenancy is one year or older.

Question 6

We have a rental, and received an application from a lady with three children. They range in age from eight to 15 years. I have a couple of concerns regarding potential hazards to the children. It is very easy for children to climb onto the roof. If they fall, it would be a horrible situation. Our second concern is an old brick cooking area on the patio. It was built in the 1950's and many of the bricks are loose. We have told previous tenants not to use it at all. I am concerned that if the children are playing in that area, a brick could fall on them. Do I have the right to deny renting to this family based on safety issues?

Answer 6

If the woman's credit is acceptable, it would be discriminatory to deny their tenancy. This would be considered discrimination against children, which is in violation of both State and Federal Laws. The better solution is to fix the problem areas. Have a masonry contractor repair the brick area and put up some type of barrier, to prevent children from easily climbing onto the roof.

Question 7

I have a tenant who is currently on a one-year lease. The tenant wants to move due to problems with other tenants. I am not fond of this tenant and would like to honor the tenant's request. What documentation should I use to cancel the lease?

Answer 7

Prepare a statement, which will be signed by both parties, that the one-year lease is terminated as of this earlier date. Be sure to account for the tenant's security deposit within 21 days of the vacating of the unit.

Question 8

I have an applicant who would like to lease my house. He has excellent credit and meets all my requirements. He stated that he would like to include an option to purchase the property. I actually do want to sell the house when the lease expires. Do you think this is reasonable to grant this option to purchase?

Answer 8

Granting an option to purchase is a formula for disaster. I have seen numerous cases, which result in litigation between the parties. A lease should only be a lease for the property and no other issues should be included. If you want to sell your property, enlist the services of a real estate broker.

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