

Legal Questions & Answers

Question One: This month, a tenant attempted to commit suicide by shooting herself with a pistol in her unit. She has been released from the hospital and is continuing to occupy her unit. Other residents are very nervous living in the same complex with her. Is this a ground for eviction in a rent controlled unit in Los Angeles?

Answer One: This does qualify for an eviction under a nuisance theory. The shooting of a weapon in a unit could have disastrous consequences for other residents. Examples exist where bullets have gone through apartment walls, killing other residents. Regardless of your tenant's mental health, a landlord has an obligation to maintain the comfort, peace and enjoyment of the premises.

Question Two: I have a tenant on a one year lease. He has been having trouble making his rental payments and asked me to find another tenant to take the unit. I located one and my tenant did move out. He is asking for his security deposit to be returned. Unfortunately, the replacement tenant has now had a change of mind and will not take the unit. Can I withhold the deposit to pay for the remaining lease term?

Answer Two: Your original tenant is responsible for the entire lease term. The fact that you found another tenant does not relieve this tenant of his obligation. To the extent that your unit is vacant, your tenant will be responsible for the rent. You must use your best efforts to mitigate the losses by attempting to find another applicant.

Question Three: I want my mother to occupy a unit in my building in Los Angeles. The property is subject to rent control. The tenant has children and is requesting that I give her six months to find another place. Of course, she is also asking for relocation money. What are my rights and responsibilities in this situation?

Answer Three: Under Rent Stabilization for the City of Los Angeles, an application process must first be processed through the City. Once the application is completed, this form and a 60-day notice to vacate must be served on your tenant. If this tenant has occupied the property for three years or longer, relocation funds in the sum of \$17,600 would have to be paid to the tenant within 15-days of the service of the 60-day notice.

Question Four: My property has been removed from Rent Escrow Account Program (REAP). My tenants are on a month-to-month lease. The rents are below market price. When can I increase the rent legally? My property has no rent control.

Answer Four: The REAP program is where the city requires rent to be paid to an escrow until such time that certain repairs have been completed by the owner. Unfortunately, the law prohibits any rent increases for a period of one year from the property being removed from REAP.

Question Five: I recently lost my eviction case. I sued my tenants as they had installed a washer and dryer into the unit and never asked my permission. The court stated that since

I did not have a rental agreement that prohibited alterations that I could not use this as a ground for eviction. Is this true?

Answer Five: Unfortunately, not every act by a tenant equals an eviction. Generally, a specific term in the lease must be violated in order to give cause for eviction. For example, if the lease prohibits pets, a landlord could evict if the tenant refused to remove a dog. In your situation, no lease exists and therefore it is not a cause to evict. The tenant would be responsible for the repair to the unit when the washer and dryer are removed.

Question Six: My residential rental agreement states I can charge a 6% late fee if the rent is late, but someone told me that is not enforceable. Is that true?

Answer Six: Under case law, that provision is not enforceable for residential units. The late fee must be charged on a per-day basis, not a percentage of the rent or a flat fee. You must establish what you believe to be the reasonable daily cost to you if the rent is late. Below is a sample provision that is in compliance.

"The parties agree that it would be impractical or extremely difficult to fix the actual damage incurred by the LANDLORD if the TENANT fails to pay the rent timely. An administrative cost, which is related to collecting and accounting for the late payment, will be assessed at the rate of \$3.00 per day for no more than 20-days from the date the late fee began. The late charge will commence the day after the rent is due. The parties further agree that the acceptance of this provision will be conclusive evidence, in any legal proceeding, that calculating actual damage would be impractical and extremely difficult to fix. Furthermore, the late fee assessed above, is conclusive evidence in any legal proceeding that it is a reasonable administrative cost."

Question Seven: Is it legal to have a provision in my rental agreement that the tenant will be assessed a charge of \$50 for the costs to issue a Notice to Pay the Rent or Quit? It does cost my time and effort to fill out this form. I also have to deliver the form and spend money on gas.

Answer Seven: There is nothing improper with that provision being included in your lease agreement. If the tenant failed to pay this charge, it could also be grounds for eviction.

Question Eight: Basketball season has just started and I have a tenant who continually upsets the peace and quiet of the premises by screaming during Laker games. What are your suggestions?

Answer Eight: Buy a six-pack of beer, invite yourself in, and enjoy the season. GO LAKERS.

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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.*