

Question and Answers August 1, 2008
by Dennis Block, Esq.

Question One:

I am an apartment owner in Los Angeles. My building is under rent control and I have Section 8 tenants. I understand that the procedure to force these tenants out is currently under appeal. I would really like to end my Section 8 involvement and get fair market rent for my unit. Is there any news on the appeal?

Answer One:

I am very proud to announce that the appeal has been decided in favor of the landlords. My firm led the movement to terminate Section 8 tenancies and thereby force the Section 8 tenant to pay the full amount of rent. Most Section 8 tenants could not pay this amount and therefore they had to voluntarily vacate the unit thereby allowing the property owner to receive "market rent" for the unit.

We have successfully handled over 400 cases, giving untold relief to our clients. In an attempt to prevent landlords from opting out of the Section 8 program, three prestigious law firms appealed on three of our cases. The appeals court found in our favor on all 3 cases!

It should be noted that two other law firms representing landlords lost on their appeal as their termination notice did not follow the correct legal guidelines. The decision in our case clearly allows landlords to terminate their Section 8 tenancies and force their rent controlled tenants to pay the full contract price. Special honorable mention goes to my associate Daniel Costas for spearheading the fight.

Question Two:

I am a tenant who just leased an apartment in Beverly Hills on a two year lease. The carpeting was dirty and sticky so I took it upon myself to have the carpeting cleaned. It did not come out to my satisfaction. I have a small child that I really did not want to come into contact with this carpeting. At my own expense, I had the carpeting replaced with new carpeting. Right now I am in shock in that the landlord served me with a notice to quit. What are my rights?

Answer Two:

Under most rental agreements, a tenant is not allowed to alter the property without the written authorization of the landlord. You should have received this authorization before replacing the carpeting. That being stated, your landlord would have a difficult time prevailing in an eviction action. A breach of contract cannot be trivial to cause a

forfeiture of the lease. In this case, it would appear the premises were improved. In addition, your landlord did not serve the proper notice. The correct notice is a "Notice To Perform Or Quit". It is required that the tenant be given an opportunity to correct the violation.

Question Three:

I have a four unit building in Long Beach. Two tenants, in different units, are always fighting with each other over noise, parking, trash, and anything else you can imagine. They always want me to intercede and I really do not want to get involved. The tenants in the other unit have no complaints. How should I handle this situation?

Answer Three:

A landlord has the responsibility to maintain the peace and quiet enjoyment of the property. You need to investigate the claims of your tenants and determine who is at fault. If the problem continues, you should issue a "Notice to Quit" to the offending party. If you cannot determine who is at fault, or if both tenants are at fault, you should issue a warning letter that both of the tenants will be asked to vacate if the situation does not clear up immediately.

Question Four:

I allowed my tenant to have one dog, less than 50 pounds. My tenant's dog has gotten quite large and I would really like to have this dog leave. What suggestion do you have?

Answer Four:

Short of putting the dog on a diet, you should serve the tenant a "Notice to Perform Or Quit". This should instruct the tenant to either remove the dog or have the dog's weight below 50 pounds. If the violation continues beyond the three day period, this would be grounds for eviction.

Question Five:

I have a tenant who insists on paying their rent only if I serve a 3-Day Notice to Pay Rent Or Quit. This is a rent controlled unit. Every time I serve the notice I received the rent within two days. It is obvious that the tenant is doing this in spite. Do I have any grounds for eviction?

Answer Five:

If the tenant pays within the 3-day period, you cannot evict for non-payment of rent. You should check your rental agreement. Some rental agreements require the tenant to pay a \$50 charge if a 3-day Notice needs to be issued. This is perfectly legal. If the tenant failed to pay this fee after the service of a "Notice to Perform Or Quit", this would give rise to

an eviction. It is also wise to have the following paragraph in your lease agreements: *"It shall be considered a non-curable breach of this rental agreement, within the meaning of Civil Code Section 1161. Subsection 3, if the tenant has not paid the rent when due, three times in any twelve month period."* I have been successful in evicting tenants based on violation.

Question Six:

I have a single-family home in the City of Los Angeles. The tenant is demanding interest on his security deposit. He showed me the law that requires the interest to be paid on a yearly basis. Is this correct?

Answer Six:

Rent Stabilization requires interest to be paid yearly on security deposits. There is an exception to this law. If the landlord can demonstrate that the security deposit was held in a non-interest bearing account, no interest need be paid. In your case, however, single-family residences are not subject to Rent Stabilization. As such, no interest need be paid.

Question Seven:

I have four units in a rent controlled building in Los Angeles. They are all occupied. I would like to move into one of the units. The tenant has children and has lived in the premises for several years. She is paying the lowest rent in the building. Am I able to move into this unit?

Answer Seven:

You do have the right to move into this unit. Clearly the landlord, for economic reasons, should take the unit that has the lowest rent. You are required to pay relocation assistance to this tenant. Currently the amount is \$17,600.

Question Eight:

I am sick and tired of supporting my tenants. Rent control is killing me and I need to be able to raise my rent to market level. Is there any help on the horizon?

Answer Eight:

There is help. Attend the Apartment Owners Association Trade Show, which is being held at the Los Angeles Convention Center. I will be conducting a free seminar at 1:15 PM entitled "How to Beat Rent Control". You will be taught all the secrets on how to stay within the rules and be able to obtain market rent for your units. **DO NOT MISS THIS SEMINAR.**

Dennis Block, of Dennis P. Block & Associates can be reached for information on landlord/tenant law or evictions at any of the following offices: Los Angeles: 323.938.2868, Encino: 818.986.3147, Inglewood: 310.673.2996, Long Beach: 310.434.5000, Ventura: 805.653.7264, Pasadena: 626.798.1014 or Orange: 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.