

Legal Q & A
By Dennis P. Block, Attorney

Question One: I have a tenant on a one year lease. He gave me a notice telling me that he will be vacating after the 5th month. Can I just keep his security deposit?

Answer One: Once the tenant vacates, you have 21 days to send a security deposit itemization. You will indicate that the tenant owes rent for the remaining lease term, seven times the monthly rent. When you subtract the security deposit, it will show a balance owing to the landlord.

Question Two: I just bought a house at a foreclosure sale. There are tenants in possession who have shown me a two year lease at a very low rent. My plans were to fix up the house and then to list it for sale. Do I have to honor this lease?

Answer Two: Under the new Federal Law, a tenant with a bona fide lease has the right to remain in possession, at the stated rental amount, until the end of the lease term. In this case, since the rent is substantially less than fair market value, the lease does not have to be honored. A 90-day notice to vacate will be required for this tenant to vacate.

Question Three: I just obtained a judgment in an eviction action and the tenant has now filed bankruptcy. What happens now?

Answer Three: Normally, a bankruptcy will stop the eviction until an order is obtained from the bankruptcy court. A motion for "relief from the automatic stay" needs to be filed and the order is generally given in 45 days. There is an exception to this law. Under new Federal bankruptcy rules, if this is a residential eviction, the tenant would have to file his bankruptcy petition alleging certain aspects regarding this tenancy. The petitioner would also have to pay one month's rent. If this is not done, the eviction can proceed without delay.

Question Four: I own a five unit building. I recently had a handicapped applicant apply for a unit. If I rent the unit to this person, will I be forced to make alterations? My building is not set up for handicapped persons.

Answer Four: The law requires that you make reasonable accommodations to persons with a disability. The law does not require that you pay for these alterations. The expense would be the responsibility of the applicant.

Question Five: We are forced to fumigate our apartment complex. The tenants will have to vacate for at least two days. A tenant is requesting that we hire a security guard to protect their belongings during this period. Do I have a responsibility to hire a security guard?

Answer Five: That is not the responsibility of the landlord. Suggest to the tenant to remove all jewelry and cash and there should not be a problem. Make sure that you are dealing with a licensed and bonded pest control company.

Question Six: I have a building in the City of Los Angeles. One of the tenants has parked a car that is on blocks and has not been moved for over a year. It is unsightly and I would like him to remove it. He has refused and he states that it is parked in his designated space. Is there anything I can do?

Answer Six: Under a Los Angeles Municipal Ordinance an inoperable vehicle cannot be parked in an apartment complex for safety reasons. You may serve your tenant a “Notice to Perform or Quit” which will give him three days to remove the vehicle. If he does not, you would have grounds for eviction.

Question Seven: I own a rent controlled building in Los Angeles. I pay for the water and the bill has gone up dramatically. Is there any way I can pass this expense to my tenants?

Answer Seven: Unfortunately, you are limited to the annual allowable rent increases as set by the City of Los Angeles. Some landlords are now installing separate water meters so that new tenants will be required to pay for their own usage.

Question Eight: I have one tenant who pays very low rent in a rent controlled unit. As tenants vacate, I do a major remodel to the unit and it allows me to get significant rent increase. This tenant is claiming that it is discriminatory if I do not renovate his unit. He claims that he will report me to the City. What can I do?

Answer Eight: Simply tell this tenant that you will be happy to allow him to move into one of the newly renovated units at a very large increase in rent. If he does not take this option, then tell him that you refuse to renovate his unit based on “Economic Discrimination”. You do, however, have an obligation to keep his unit habitable.

Question Nine: I have a tenant that is complaining about gopher holes in the back yard. You see, this man has a half wooden leg and is saying that he almost falls down when he steps over the hole. The rental agreement says that, “Tenant shall water the garden, landscaping trees and shrubs and shall maintain garden landscaping, trees and shrubs.” Am I legally responsible for the hazard caused by gophers in the back yard?

Answer Nine: Based on the provisions of your lease, tell him that he better “hop” quickly to correct the problem at his own cost. *(I really do not make these questions up!)*

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. Now, you can also read Dennis Block on Twitter, www.twitter.com/dennisblock.