

## Legal Q&A

Question One: I have a triplex in Long Beach and one my tenants recently gave birth to twins. I have discovered that they are putting baby diapers and other non-dissolvable material in the toilet. I have warned them, but they deny doing this. My pipes are continually backing up on this property. I finally had the plumber open the main line and found baby diapers. Can I charge them for the plumber's bill and if so, what can I do if they fail to pay for it?

Answer One: If your tenant causes damage to the property, they are liable for the repair. If your tenant fails to pay, you may deduct it from their security deposit or sue them in small claims court. If a rental agreement exists, you may be able to serve a "Notice to Perform or Quit" demanding this sum of money. If they fail to pay, it would be grounds for eviction.

Question Two: My tenant, after 13 years, has given me notice to move. My property is located in Lynwood. My tenant is informing me that I need to pay interest on the security deposit that I have held for this 13-year period. Is this true?

Answer Two: Your tenant is incorrect. There would not be any interest to be paid on this security deposit. Some rent control areas, such as Los Angeles, do require interest to be paid on security deposits. Thankfully, Lynwood does not have rent control.

Question Three: I have started an eviction against my tenant for non-payment of rent. The tenant is contesting the case claiming the amount stated in the notice is incorrect. His position is that I failed to reimburse him for cleaning the carpet. I had previously refused his request. He then contracted with a carpeting cleaning company and presented me with the bill. Am I responsible for cleaning of the carpets?

Answer Three: A landlord is not responsible for cleaning. It is your tenant's responsibility to maintain the premises in a neat and sanitary condition. This would include cleaning the carpets if required.

Question Four: I bought a rent controlled building in Los Angeles. There are existing managers who I do not want to keep, as I do my own management. They were originally hired as managers. No agreement exists. How do I get them out of my building?

Answer Four: You can immediately terminate their employment. If they were paid a salary, in addition to a free apartment, you may ask them to leave on a 3-Day Notice to Quit. If they were not paid a salary, or were getting a discount off the rent, they are protected tenants under rent control. They are allowed to remain in possession and would have to start paying rent.

Question Five: I have a judgment against a former tenant for about \$5,000. The judgment was obtained over five years ago. I know the tenant has nothing, but I was wondering if the judgment is still valid. I have not taken any steps to collect on this judgment.

Answer Five: A judgment is valid for 10 years and can be renewed for another 10-year period. The fact that your tenant had no assets, five years ago, does not mean that the same is true today. We have found that collecting on old has a very healthy success rate. The tenant usually has forgotten about the judgment and makes no effort to hide bank accounts or places of employment.

Question Six: The water heater for the building went out. The tenants were without hot water for two days while a new heater was installed. Some of the tenants are demanding a reduction in rent. Do I have to allow a deduction? This is a rent controlled building.

Answer Six: A landlord does not warrant that a building will never have a problem. A landlord, by law, must reasonable act to remedy the problem. In this situation, you had the problem resolved in only two days. Clearly, you acted expeditiously in solving the problem and therefore no deduction of rent need be given.

Question Seven: I own an eight unit building in the City of Los Angeles. I want to evict the tenants from two of my units to put my daughter in one unit and my son in the other unit. My tenant is telling me that I can only evict one person for a family member. Is this true?

Answer Seven: Under Rent Stabilization for the City of Los Angeles, there are no limitations on the amount of units an owner can have for use by family members. You are, however, required to pay relocation money to the displaced tenants.

Question Eight: I have a tenant on a one-year lease. The tenant has failed to pay rent in the fourth month. If I serve a 3-Day Notice to Pay rent or Quit, does that release the tenant from the remaining obligation under the lease agreement? The notice specifically states that we would be declaring a forfeiture of the lease agreement.

Answer Eight: Your tenant is still liable for the remaining lease term or until such time that the premises are leased to another tenant. Code of Civil Procedure Section 1174.5 states, "A judgment in unlawful detainer declaring the forfeiture of the lease or agreement under which real property is held, shall not relieve the lessee from liability pursuant to Section 1951.2 of the Civil Code." Pursuant to this code section your tenant is still liable.

*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](http://www.evict123.com). Don't miss his Landlord/Tenant Radio Show, every Tuesday morning at 9:30 a.m., KTYM 1460 AM.*