

Legal Q & A's
by Dennis Block, Attorney

Question One: I manage a commercial property in Eagle Rock. I'm getting several calls from people wanting to rent the space for "Medical Marijuana". May I legally refuse them both on the phone and on my recorded announcements?

Answer One: A commercial landlord certainly has the right to limit what type of business will be occupying the premises. Under Federal law this business is illegal, though California does sanction this activity.

Question Two: When a tenant moves out, can I use the security deposit to clean the house and for minor painting?

Answer Two: A landlord may deduct rent, cleaning and unusual wear and tear from a security deposit. A written itemization must be sent to the tenant 21 days from when the premises were vacated. Painting does not constitute cleaning. A landlord cannot deduct for painting unless it falls within the category of "unusual wear and tear". Unless the tenant marked up the walls excessively, this would not be a proper deduction.

Question Three: My tenant, without my permission, installed a satellite dish on my roof. Wires are run from this dish, down the side of my building and a hole was cut into the wall to run the wire through. I am really outraged at my tenant's behavior. What is my best course of action?

Answer Three: You should serve on your tenant a "3-Day Notice to Perform or Quit". This notice should require the tenant to remove the satellite dish and the wiring. It should also require the tenant to patch any holes that were created. If the tenant fails to comply within the 3-day period, you would have grounds for eviction.

Question Four: I rented a two bedroom apartment to a family with two children. All of the occupants were identified in the rental agreement. Right after they moved in I realized that they have three children. I really do not like people that lie to me. Can I terminate their tenancy? They are on a one-year lease agreement.

Answer Four: In this situation you could serve a "3-Day Notice to Perform or Quit". This notice would require that the unauthorized occupant be removed within the 3-day period or an eviction could commence. This would not be the case in a rent controlled jurisdiction. In Los Angeles, the tenant would have the absolute right to have a dependant child move into the unit.

Question Five: I have two 18 unit buildings that are located on one lot. Do I need to have a resident manager for each building or will one suffice?

Answer Five: Under California law a landlord must maintain a resident manager where 16 or more units exist on the lot. The fact that you have two buildings, each with greater

than 16-units does not change the equation. Only one resident manager would be necessary. If one of the buildings were adjacent but on a separate lot, then two resident managers would be required.

Question Six: I have an applicant with a poor credit history. Is it advisable to use a co-signer?

Answer Six: Generally, if the person who intends to occupy the unit has poor credit, I would advise not to rent to that person. It is difficult to get the co-signer to pay when things go wrong. In addition, you would have to file a separate lawsuit against the co-signer.

Question Seven: Can I serve a tenant with a 3-day notice to quit by certified mail? I lost my eviction case because the judge said this was improper, even though the tenant signed that she, in fact, received the notice.

Answer Seven: Code of Civil Procedure 1162 states the notice must be handed to the tenant or it is permissible to post one on the door and mail one to the tenant. Just mailing by certified mail is not sufficient. In your case, however, the judge made an error. Case law authority states that if the tenant actually received the notice, the manner of service would be irrelevant. In your case, since your tenant signed for the notice, it should have been considered proper service.

Question Eight: I have a single-family residence where the lease will expire in a couple of months. I really do not want the tenants to remain. What type of notice should I serve?

Answer Eight: No notice would be required in this situation. Your lease states when the tenancy will expire. You could send your tenants an informal letter advising them that you will not be renewing the lease and that you expect them to vacate at the end of the lease terms.

Lastly, follow my daily landlord tips on twitter! www.twitter.com/dennisblock.
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.