

Legal Questions and Answers
By Dennis P. Block, Attorney

Question 1: I have a four unit building in the City of Los Angeles under rent control. It has four parking spaces. One tenant's rental agreement allows him to use two spaces. This was negotiated before I became the owner. This really hampers me in leasing out one of the units. Is there anything that I can do?

Answer 1: You are allowed to change the terms of the tenancy by serving a 30-day notice. In this case you could take away this additional parking space, but you would have to give a corresponding reduction in rent. Pursuant to the Los Angeles Housing Department guidelines, the reduction is \$60 to \$200 per month depending on the availability of street parking and local parking structures.

Question 2: I have a tenant who locked himself out of his unit. My manager was not home at the time and the tenant was forced to call a locksmith. She has now deducted the cost of the locksmith from her rent. She claims that a resident manager must be available at all times for this type of situation. Is she permitted to deduct this charge from her rent?

Answer 2: Your tenant is incorrect. In California, a resident manager is required, where there are 16 or more units on the property. This does not mean that the manager must be present 24 hours per day. It is your tenant who created the problem by locking herself out of the unit and therefore she must bear the responsibility for the cost. I would serve a 3-day notice for the balance owed in the rent.

Question 3: What is the permissible rent increase that the City of Los Angeles will allow for July, 2009?

Answer 3: The rent increase for this period will be 4%. A landlord is allowed an additional 1% if electricity or natural gas is supplied.

Question 4: Our tenants reported to us on Saturday that there was no hot water in the building. I immediately went to the premises and was unable to ignite the pilot. I called an emergency plumbing company that came over on Sunday morning. Unfortunately, a gas control valve needed replacing and the part could not be obtained until Monday afternoon. Am I responsible for compensation to my tenants, since they were without hot water?

Answer 4: A landlord has an obligation to make repairs in a reasonable period of time. It would appear that you acted responsibly in this situation and the tenants are not entitled to any compensation.

Question 5: We have a tenant who gave a 30-day notice that he was moving. I started posting ads saying an apartment will be available at the end of this 30-day period. When I asked the tenant if I can show his unit, he said no because he was not sure that he in fact was moving because a place had not been found. Can he serve a 30-Day Notice and not

move? Can he do this every month? We are anticipating a vacant unit, but how can we rent it out if we don't know when the tenant is really moving?

Answer 5: Your tenant cannot serve a notice to vacate and then remain in possession. If the tenant does not vacate, you have the right to initiate an unlawful detainer action to evict him from the property.

Question 6: I know this changed a few years ago, but doesn't my tenant have to give me 60 days notice after residing in the property for over one year?

Answer 6: No, this is not the case. A tenant on a month-to-month tenancy need only serve a 30-day notice to vacate. A landlord, however, is required to serve a 60-day notice for all tenants who have occupied the premises over one year.

Question 7: My tenant served me a notice that he was vacating at the end of the month. It is now the first and he never gave me the keys. Is it permissible for me to open the door and if he is gone to change the locks?

Answer 7: I would serve a 24-hour written notice informing the tenant that you will be entering the unit to determine if he has been vacated. This notice can be posted on his door. If the tenant has in fact vacated the unit, you can then change the locks.

Question 8: I have a tenant in a rent controlled building who skipped out without paying April's rent. He has a lease that would be up in August 2009.

The tenant mailed a letter that states under Section 107 and 38 of the Residential Tenancies Act 1997, we are not entitled to any compensation. Is this a factual statement under the law? Am I entitled to the remainder of the rent owed?

Answer 8: The code section that your tenant quotes is from Australia and would have no applicability in California. Tell your tenant to "throw another shrimp on the barbie" but that the rent must be paid to the end of the lease term.

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