

## Legal Q&A

By **Dennis P. Block, Attorney**

**Question One:** I have a tenant who has lived in my house for over a one-year period. What type of notice do I need to serve to terminate his tenancy and do I have to pay relocation fees? My property is located in Los Angeles.

**Answer One:** Where a tenant has rented a unit for one year or longer, a 60-day notice is required to terminate a month-to-month tenancy. Relocation fees would not have to be paid, as a single-family residence is exempt from the provisions the Rent Stabilization Ordinance for the City of Los Angeles.

**Question Two:** I have a rent controlled tenant who continually pays his rent late. I am forced to serve a 3-day notice to pay rent or quit each month. He then proceeds to pay on the third day. Can I charge my tenant for the time and effort of having to serve this notice each month?

**Answer Two:** You can charge your tenant but only if there is a provision in your rental agreement. I suggest that you have a clause in your rental agreement that holds the tenant liable for \$50 for each time a notice has to be served. This would be permissible even in rent controlled areas.

**Question Three:** I served a tenant with a 60-day notice to vacate. At the end of the 60-day period, the tenant asked for additional time and paid for the next month. This month is now almost over and the tenant is refusing to vacate. Can I just file the eviction lawsuit now?

**Answer Three:** Since you accepted rent past the expiration of the 60-day notice you have cancelled the notice. You must now serve a new 60-day notice and thereafter you will be able to commence the eviction.

**Question Four:** A tenant's shower is leaking and I am prepared to have my workmen go in and take care of the problem. The tenant is telling me that she will only allow access from Monday through Friday, 7 AM to 3 PM. Does she have the right to set these hours?

**Answer Four:** Unless it is an emergency, repairs can only be scheduled during normal business hours, Monday through Friday, 9 AM to 5 PM. The time schedule that your tenant is giving you seems very reasonable.

**Question Five:** I am the owner of my apartment building and live in one of my units with my girlfriend. I want her to move out and she refuses. What legal right does she have to live in my unit?

**Answer Five:** If your girlfriend is not paying any rent, this would be considered a tenancy-at-will. You can terminate this tenancy by the service of a 30-day notice. This is true even in a rent controlled jurisdiction.

**Question Six:** I have a tenant who took in a roommate. I began taking rent from both tenants for the past one year period. The original tenant is moving out. Am I forced to allow the roommate to remain at the same low rent? This is a rent controlled unit.

**Answer Six:** Under the California Civil Code 1954.53, once the original tenant vacates, you are allowed to raise the rent to market level. This is true, even though you accepted rent from the roommate.

**Question Seven:** I have an applicant for a unit. This person is handicapped. This applicant has a service dog. I know that I must allow this person the right to have this service animal. My question is whether I can charge a larger deposit. I normally do not accept animals and I am afraid of the damage that can be caused.

**Answer Seven:** I would not charge a larger deposit in this situation. It could be viewed that you are discriminating against handicapped persons.

**Question Eight:** I have two tenants that share the same unit. One of them wants to leave and that tenant will be replaced with a new tenant. How do I handle the security deposit?

**Answer Eight:** You need to have all parties sign an agreement that the security deposit will be transferred to the two remaining tenants and that the vacating tenant has no interest in this deposit. The AOA has a specific agreement for this purpose.

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