

Dennis Block Legal Q & A

Question 1: I own a duplex that is under rent control. My tenant changed the lock to the back door. My tenant states that since I still have access through the front door that she does not have to supply this key. Is she correct?

Answer 1: Your tenant is incorrect. Check your rental agreement. There is usually a provision that states locks cannot be changed or it will state that there can be no alterations to the premises. Changing of the locks would be considered an alteration. You may choose to serve a "Notice to Perform Covenants or Quit". If the tenant fails to supply a key within 3-days, that would be grounds for eviction.

Question 2: My tenant is telling me that it is the landlord's responsibility to replace light bulbs. Is this true?

Answer 2: It is a landlord's responsibility to keep the premises in a habitable condition. Supplying light bulbs is not part of this obligation. As such, tell the tenant that he is on the "dark side" of this issue.

Question 3: I know that if the tenant is on a month-to-month tenancy and has lived there longer than one year, I would be required to serve a 60-day notice. My house is in escrow and escrow will close in 30-days. Is there something I can do?

Answer 3: In California law, if your property is in escrow and the purchaser intends to occupy the unit, only a 30-day notice to quit is required.

Question 4: I just lost my eviction case, even though the tenant owed the rent! I had served a 3-day notice to pay the rent and the tenant only made a partial payment. The balance of the rent was still outstanding. As soon as I mentioned this to the judge, I lost my case. I am completely bewildered.

Answer 4: This is quite simple. If you accept a partial payment of rent, you must serve a new notice for the amount that is now currently owed. You had the right not to accept a partial payment, but since you did, you needed to serve another notice.

Question 5: What is the current interest rate that I must pay for security deposits on a rent controlled unit in the City of Los Angeles?

Answer 5: The current rate of interest is 1.76%. The interest must be paid yearly to your tenant. There is an exception to this rule. If you can prove that you are keeping the security in a non-interest bearing account, no interest would have to be paid. For a list of the interest rates for previous years go to: <http://www.lacity.org/lahd/secdep.pdf>.

Question 6: I normally do not allow pets in my building. This nice couple has a dog and I am considering allowing them to rent. Is it permissible to charge a two month security and a pet deposit?

Answer 6: Any deposit that you take, must be considered a security deposit. The law allows only two-month security for an unfurnished unit. You cannot charge beyond that sum.

Question 7: I have a building that has two one-bedrooms units. One tenant has lived there over 20 years and her rent is very low. I am considering having my son move into the unit, as it would cost him much more money at any other building. Is this permissible?

Answer 7: There has been a recently enacted ordinance by the City of Los Angeles. You must now choose the unit, which became occupied last in time. As such, you cannot choose the tenant who is paying the least amount of rent. Clearly, this is another law that is trampling on the rights of property owners.

Question 8: I have a tenant who signed a one-year lease to take effect at the beginning of the next month. He now wants to cancel the lease and have all of his money returned. He claims that he has the right, within a three day right period, to rescind this lease agreement. Is this true?

Answer 8: If you sign a rental agreement, you cannot just rescind it. Once the agreement is signed, the parties are obligated.

Best Excuse As To Why A Tenant Failed To Pay The Rent:

“I had the rent yesterday when I called you to come pick it up. You didn't show up, so I spent it!”

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