

Legal Q & Answers

Dennis Block

Question One: My new tenants hired a nightly nanny for their newborn twins. That person has now been there for eight weeks. Is this person considered a tenant at this point? Can I raise the rent or ask them to have this person leave?

Answer One: Generally a person staying longer than 30-days is not considered a guest. In this case, however, this person is neither a guest nor a tenant. This person is considered a caregiver and this person's presence does not establish a tenancy.

Question Two: I just bought a building that has a Section 8 tenant. This is a rent controlled building and the rent has not been raised for one year. Can I serve a 30-day notice to increase the rent by 4%?

Answer Two: The City of Los Angeles has approved a 4% rent increase commencing July 1, 2009. This is not applicable under Section 8-Subsidized Housing rules. All rent increases are approved and instituted by Section 8. The owner may request an increase but approval must be forthcoming.

Question Three: I bought a building in Whittier. One of the tenants has a big dog and I really do not want dogs on the premises. His lease agreement prohibits dogs. Can I serve a "3-day Notice to Perform or Quit" to remove the dog? He is currently on a month-to-month agreement.

Answer Three: If the previous owner had allowed the dog, you could have trouble in enforcing that notice. The better approach would be to serve a "30-day Change of Terms of Tenancy" requiring the dog to be removed. After the 30-day period, if the dog is still present, you could then serve a "3-day Notice to Perform or Quit".

Question Four: I bought a house at a foreclosure sale and there are tenants in possession on a month-to-month lease. What type of notice is required to get possession of the premises?

Answer Four: Our President has just signed into law new notice requirements. A person who obtains title through foreclosure proceeding, must serve a 90-day notice to quit. The law previously required a 30-day notice and then California increased it to 60 days. Now the law requires a 90-day notice.

Question Five: My property is in Downey. Our apartment has a pool. In the rental contract it states that it is an amenity. Is the use of the pool a right or privilege? Can we take away the use of the pool legally?

Answer Five: If it is noted in the rental agreement, it would be considered a term of the contract. If the tenant is currently on a month-to-month tenancy, you could serve a "30-

day Change of Terms of Tenancy”. If this were a rent controlled jurisdiction, you would have to afford a corresponding reduction in the rent.

Question Six: I did my own eviction case but lost. The judge said I did not serve the notice on all persons properly. I handed the notice to somebody over 18, who was present, but not a named tenant. What did I do wrong?

Answer Six: If you are serving a notice, you are allowed to hand it to a person, at least 18 years of age, and you would then be required to mail a copy to your tenant. Furthermore, if you know where your tenant works, you would be required to attempt service at that work location.

Question Seven: I allowed a girl to move into my house to help her out temporarily. She never paid any rent and I have asked her to move. She has been there for 5 months and she told me that I would have to evict her, as she will not move voluntarily. This is a very difficult situation and I really do not want to go through an eviction action. Can I call the police to move her out?

Answer Seven: The police will not evict this person. Once she stayed past 30 days, an eviction would be required. This is a “Tenancy at Will” and requires that a 30-day notice to vacate be served and thereafter it would be necessary to file an unlawful detainer action.

Question Eight: I am a very bad landlord. I allowed my tenant to owe me rent for the last 15 months. I finally went to court and we lost the case as the court stated my notice asked for too much money. How is that possible?

Answer Eight: Under the law, a “Notice to Pay Rent or Quit” can only ask for rent that was incurred within a one year time period. If your notice asked for the full 15 months of rent, it would have been defective.

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.