

## Legal Q & A – Dennis

**Question One:** I just bought a 12 unit building in a rent controlled area. One of the tenants has a dog, which is specifically prohibited in the rental agreement. Can I ask the tenant to remove the dog and if the tenant refuses, can I bring forth an eviction action?

**Answer One:** If the previous owner knew about the dog and allowed it to continue, most courts would view this as a “wavier” and would not allow you to enforce that term in the rental agreement. You should ask the previous owner if they knew about the dog and allowed it to remain.

**Question Two:** I have been having trouble renting one of my units and I am considering leasing the apartment to a qualified applicant who has a dog. I do not allow dogs in my building and I am afraid that if I allow this tenant to have a pet, that all the other tenants will feel entitled to bring in their own pet. If I allow this tenant to have a dog, must I now allow any existing tenant the same privilege?

**Answer Two:** You are merely making an economic business decision to allow this new applicant the right to have a dog. This does not obligate you to allow all the other tenants to bring in pets. This would not be considered discriminatory.

**Question Three:** I served my tenant with a 3-day notice for the rent. During the three day period, the tenant paid a partial payment in rent but failed to pay the full amount owed. Can I immediately commence the eviction since the tenant did not fully comply within the three day period?

**Answer Three:** If you accept a partial payment during the three day period, you would need to serve a new 3-day notice stating the exact amount now due. This notice can be served immediately after accepting the partial payment. There is no reason to wait any additional time period.

**Question Four:** In Los Angeles I own a single family residence with a long-term tenant in possession. Currently, the tenant is on a month-to-month agreement. I am considering selling the property, as I can no longer afford to keep it. If I do sell the property would I have to pay relocation money to my tenant?

**Answer Four:** A single-family residence is not subject to rent control and therefore no relocation funds need be given. If your tenant has been there for over one year, a 60-day notice is required. The exception to this would be if your property is currently in escrow and the buyer intends to occupy the property. In that case, a 30-day notice to quit can be served.

**Question Five:** Do you have any information what the new rent increase rate will be for rent control properties in the City of Los Angeles?

**Answer Five:** The City Council of Los Angeles, in their ultimate wisdom, has REDUCED the annual increase from 4% to 3% effective July 1, 2010. As usual, the City Council did this in a closed-door session with no discussion from the rental housing industry. I assume that the City Council is unaware of the tremendous increase in utility bills, maintenance and insurance costs.

**Question Six:** We have a situation where our current tenant is inviting friends to our property who we fear will cause problems. Can we legally prevent these “questionable” visitors entry onto our property?

**Answer Six:** This would be completely improper. When you lease a unit, you give up the right to possession. Your tenant has the right to associate with anyone and to invite these individuals onto the property. Of course, these visitors cannot create a disturbance or vandalize the property.

**Question Seven:** I have a rent controlled unit in Los Angeles. I have a tenant who is on a one year lease that is expiring next month. I have offered my tenant to sign a new one year lease but he refuses and states he wants to remain on a month-to-month basis. I really do not like my tenants residing on a month-to-month basis. Is there anything I can do?

**Answer Seven:** Under the Rent Stabilization Ordinance for the City of Los Angeles, this would constitute a ground for eviction if your tenant refuses to sign a new one year lease agreement. You should present your tenant a similar lease to sign prior to the original lease expiring. If your tenant refuses, you should not accept any rent beyond the one year period and you can serve a “Notice to Perform or Quit” giving the tenant three days to sign and return the lease. If the tenant fails to comply, you could initiate an eviction action.

**Question Eight:** I really appreciate the forms that the AOA supplies to its members. It would really help if I could have some instructions on how to fill out these forms. Do you have any suggestions?

**Answer Eight:** Funny you should ask! I have just added to my website instructional videos on the following forms:

1. How to prepare a 3-Day Notice to Perform or Quit
2. How to prepare a 3-Day Notice to Pay Rent or Quit
3. How to prepare a Security Deposit Itemization form
4. How to prepare a Notice to Access the Dwelling

Here is the link: [www.evict123.com/LLTV.htm](http://www.evict123.com/LLTV.htm). And yes, I am the handsome guy in the video!

*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](http://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](http://www.twitter.com/dennisblock).*