

Q & A

By Dennis Block

Question One: My tenant signed a one-year lease. After two months he has now given me notice that he is moving. He states that his job transferred him to Michigan. He claims that there is a law that allows him to break a lease for this reason. Is that correct?

Answer One: Once a lease is signed it becomes a binding obligation for all the parties. The fact that your tenant has been transferred is not an excuse to relieve the tenant of his obligations.

Question Two: I have a judgment that I had obtained against a tenant several years ago. I never attempted to collect on it but I find myself in a situation where I really could use this money. Is the judgment still valid after all these years and how do I go about collecting?

Answer Two: A judgment is valid for 10 years and can be renewed for an additional 10 years. With a judgment you can attach a bank account or garnish wages. The biggest issue is how to find these assets. Most people rely upon the efforts of a collection agency that is set up to search for assets. Most collection agencies are compensated by taking a percentage of the judgment that is collected, without any upfront cost to the client.

Question Three: I have a rent controlled tenant who has just brought in a roommate to help with the rent. Can I charge the tenant more rent as there will now be a new occupant? My property is located in the City of Los Angeles.

Answer Three: Under the Los Angeles Rent Stabilization Ordinance you may charge an additional 10% for each person who joins the tenancy after its inception. The exception to this rule is where a tenancy is joined by the dependent child of the tenant. In that case, there cannot be an increase for the first child.

Question Four: I recently purchased a triplex and two of the units had existing tenants. This building is not under rent control. The current rent is too low and I plan to raise the rent using a 30 day notice. My question is, can I also ask for a security deposit to be paid? The previous owner did not require a deposit.

Answer Four: You certainly have the right to raise the rent to market level and also to request a security deposit to be paid. The security deposit cannot exceed two times the monthly rent.

Question Five: I have a single family residence which is leased to a family. When the lease expired, I gave the tenants a new lease with a rent increase. The tenants received the new lease saying that they would think it over. To date, they have refused to sign the new lease and continue to pay the original rental amount. Can I file a claim for the unpaid portion of rent?

Answer Five: You cannot file a claim for the additional rent. Since they did not sign the lease they have no obligation to pay the increase in rent. You can, however, serve a rent increase notice and they would be obligated to pay this new amount when the notice takes effect. The tenants do not need to sign a rent increase notice to make it effective.

Question Six: Are there laws mandating remediation of apartments formerly occupied by smokers? Do I have to clean the walls or use a special paint to cover toxins?

Answers Six: There are no laws requiring a landlord to do special cleaning for units that have been vacated by smokers.

Question Seven: I have a tenant who left candles lit, setting off the smoke detector. This caused the Fire Department to respond, who broke in the door to evacuate the smoke. Is this grounds for eviction? This is a rent controlled building. Also, can I hold the tenant financially responsible for the damage done by the Fire Department?

Answer Seven: This one time incident would not be sufficient grounds to evict. A one time case of negligence by the tenant does not generally create a nuisance. The tenant is responsible, however, for the damage caused by the Fire Department.

Question Eight: I have a rent controlled unit and recently raised the rent the appropriate four percent that was allowed by the City of Los Angeles. Recently, I discovered that this tenant has brought in an additional roommate. I know the City allows for an additional 10 percent rent increase but do I have to wait for the one year anniversary before getting this rent increase?

Answer Eight: No, you can immediately increase the rent by 10 percent when you discover that the tenant has brought in an additional person.

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