

**Legal Questions and Answers**  
**by Richard Beckman, Attorney**

**Question 1:** My tenant wants me to install drapes for her because she doesn't like blinds, and the blinds are getting bent and unattractive. What are my options?

**Answer 1:** You have no obligation to improve the amenities originally furnished to the tenant. You have an obligation to maintain the premises in a 'habitable' condition, which typically means insuring the tenant is provided with the basics of a livable dwelling. To see the specific requirements, review Civil Code Section 1941.1, which can be found online at <http://law.onecle.com/california/civil/1941.1.html>.

If the blinds are in disrepair from ordinary wear and tear, they should be replaced with similar materials, unless you choose to honor the tenant's request. Alternatively, you can let the tenant know what new blinds will cost, and if the cost for drapes or curtains exceeds that amount, the tenant can contribute the difference. However, if you do this sort of upgrade where the tenant contributes, you should document that the tenant's contribution is voluntary, is for the tenant's personal benefit, and the drapes or curtains will remain in the unit after the tenant vacates, with no reimbursement due to the tenant.

**Question 2:** I have heard there is a new law that helps property owners to avoid getting sued by disability advocates for violation of the ADA. Do you know the details of this new law?

**Answer 2:** The law you are likely referring to is state law known as SB 1608. SB 1608 sets up a process whereby property owners can voluntarily hire a certified access specialist (CASp) to inspect their buildings to ensure compliance with disability access standards and obtain an inspection report as proof they did so. A certified access specialist (CASp) is a person who has been tested and certified by the state as an expert in disability access laws. A link to a list of certified CASp inspectors, and further information, is available at [www.calchamber.com/ADA](http://www.calchamber.com/ADA). While SB1608 is not a 'cure all' for the problem of nuisance ADA lawsuits, it is a step in the right direction.

**Question 3:** I am confused about the amount of time a tenant must be given to terminate a tenancy. It used to be 30 days, then it went to 60 days, and in some cases is 90 days. But I also thought that the 30 day notice was coming back for good. What exactly is going on?

**Answer 3:** Historically, a residential month to month tenancy could be terminated by either side (landlord or tenant) by serving a 30 day notice of termination of tenancy. Then, in 2006, for various reasons, the state law was amended to require that a 60 day notice be served to a tenant who has been a tenant in the same unit for more than one year. The 60 day notice requirement was supposed to end as of January 1, 2010, but earlier this year, that part of the law was repealed, such that the 60 day notice requirement is now in effect indefinitely. There are exceptions, such as the right of a seller to serve a 30 day notice if the seller is in contract to sell a single family home or condominium, to a

bona fide purchaser who intends to occupy the property as her home, and has opened an escrow for the sale. Refer to Civil Code Section 1946.1 for the specifics of this exception to the 60 day notice rule. Finally, Section 8 tenancies require 90 day notices. Please note that these time periods do not apply to situations of tenant lease breaches, such as non payment of rent, nuisance behavior or other activity that warrants a 3 day notice to cure or quit.

**Question 4:** If I have a one year lease, and I want the tenant to leave after the lease expires, do I need to let him know that?

**Answer 4:** A tenant who holds over after the expiration of the lease is 'unlawfully detaining' the premises. This means the tenant can be evicted by filing an unlawful detainer lawsuit the day after the lease expires. In other words, no notice of termination is necessary. Most written leases contain a provision that if the tenant remains in possession after the expiration of the lease, and the landlord accepts rent from the tenant, the lease is deemed to continue on a month to month basis. State law - Civil Code Section 1945 - provides the same.

However, as a courtesy, and to avoid unnecessary confusion by both parties, it is strongly recommended that the landlord and the tenant discuss in advance what will occur at the expiration of the lease - will the tenant be expected to vacate, or will she be permitted to stay on a month to month lease. This advance discussion can avoid the need to file an unlawful detainer, and can also result in the continuation of the tenancy if both sides so desire.

Please note that tenancies covered by rent or eviction control statutes, such as in San Francisco, Berkeley or Oakland, do not terminate automatically at the expiration of the lease. In such jurisdictions, the rental agreement is deemed to continue on a month to month basis at the election of the tenant, though the landlord may have the option of requiring the tenant to enter into a new one year lease on the same terms as the prior lease (with an annual rent increase as permitted under the applicable ordinance).

**Question 5:** I have been notified by one tenant in my building that another tenant is selling drugs, and that the first tenant will move out if the drug seller is allowed to remain. Can I evict one tenant on the word of another?

**Answer 5:** Credible evidence that a tenant is selling drugs from his apartment is sufficient to permit an eviction of that tenant for violations of laws against nuisance activity, which include using a residence for selling illegal drugs. Whether or not your tenant can provide such credible evidence would need to be carefully evaluated. Other evidence, such as neighbors who can corroborate a tenant's testimony regarding a stream of visitors who stay very briefly, would be helpful. A police report of an arrest for such activity is nearly conclusive evidence, and will allow the local district attorney to bring an eviction action if the owner does not.

*Richard Beckman has been practicing landlord-tenant law for over 19 years, primarily in rent-controlled jurisdictions such as San Francisco, Oakland and Berkeley. He represents clients in a broad range of real estate-related disputes, including partition of co-ownership interests, purchase contract disputes, insurance coverage analysis and land use. Mr. Beckman also specializes in all aspects of landlord-tenant issues, representing landlords and tenants in residential and commercial matters. He can be reached at 415-495-8500; fax 415-495-8590 or by visiting [www.BMDLLP.com](http://www.BMDLLP.com).*