

## **Dennis P. Block, Question and Answers- May 1, 2010**

**Question One:** I recently lost my eviction case. The judge told me that my attorney had served the 3-day notice prematurely. I really do not understand what happened. My tenant had failed to pay the rent for May and the notice was served on May 3<sup>rd</sup>. The tenant did not pay within the 3-day period. Why was the notice premature?

**Answer One:** There is no grace period for the payment of rent. A 3-day notice can be served when rent is delinquent and rent is delinquent the day after it is due. May 1<sup>st</sup> fell on a Saturday. Under the law, the due date was extended through Monday, May 3<sup>rd</sup>. On this basis you could not serve the notice until Tuesday, May 4<sup>th</sup> and therefore, the judge was correct in stating that the notice was served prematurely.

**Question Two:** My rental agreements prohibit pets on the property. My tenant has brought in a dog and states that I cannot evict him as the dog is just visiting. Is this true?

**Answer Two:** Tell your tenant that he will be visiting another apartment permanently if the dog is not removed. There is no exemption in the law for "visiting pets". You should serve your tenant a 3-day notice to perform or quit giving your tenant three days to remove the animal.

**Question Three:** What are the required days for a notice to quit for a single-family residence, not in the City of Los Angeles? The tenants have lived there for three years. The owner will be occupying the residence. Also, do I need to pay relocation funds?

**Answer Three:** Since the tenant has occupied the premises longer than one-year, a 60-day notice to quit is required. No relocation funds need to be paid in this situation.

**Question Four:** I was wondering if the same landlord/tenant rules apply when renting a room in a single-family home. I rented two rooms to two different people and one of them is giving me trouble. This tenant has an extended stay "guest", who appears to have moved in without my approval.

**Answer Four:** I generally do not recommend renting out rooms in a single-family home. In any event, the same rules would apply. If your tenant signed an agreement, limiting who could occupy the premises, you should serve a 3-day demanding that the guest be removed. If your tenant fails to comply, you would have grounds to evict.

**Question Five:** Is the AOA rental agreement legal for single-family houses? A Realtor said only California Association of Realtors forms are legal for single-family homes.

**Answer Five:** Your Realtor needs to go back to school. The AOA lease is the best residential lease in the State of California! It is equally effective for apartments or for a single-family residence.

**Question Six:** I have a building that is not under rent control. One of my tenant's leases will be up at the end of this month. What type of notice must I give to terminate this tenancy? I really do not like this tenant and I am very happy that the lease is finally over.

**Answer Six:** No formal notice is required. The lease, by its own terms, has a specific termination date and therefore no other notice is required. It is wise, however, to send the tenant a letter that you will not be renewing and request that the tenant vacate timely. If

the tenant fails to vacate, do not take any further rent and an eviction action can be immediately filled.

**Question Seven:** I just purchased a six unit building in Los Angeles. The building is under rent control. The previous owner never had the tenants sign rental agreements. I would like to have the tenants sign my rental agreement. What is the best way to accomplish this?

**Answer Seven:** Under rent control, you cannot force a tenant to sign a rental agreement, once they are in possession of the unit. You can send the tenant an agreement to sign, but the tenant has no obligation to so.

**Question Eight:** My tenant has just demanded a jury trial in a simple eviction case for non-payment of rent. My rental agreement specifically prohibits jury trials. Can the tenant still demand one?

**Question Eight:** Unfortunately, California case law states that the right to a jury trial is absolute. You cannot contract this right away. We have seen a great increase in jury trials over the past two-year period. Jury trials are demanded merely to put additional pressure on the landlord to settle where the tenant will escape all liability and receive a cash settlement. You should check out your existing rental agreements to be sure that it has an attorney fee limitation. In addition, you should resist settling these matters and demand that the matter goes to trial. By forcing trials on each jury request, these disreputable law firms will resist filing for jury trials.

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