

Legal Q&A's
By Dennis Block, Attorney

Question One: I have a business practice of checking the Megan's website on any applicant who is applying to rent a unit from me. If the person is on the list, as having committed a sex crime, it is my policy to deny them the unit. Is this permissible?

Answer One: Penal Code, 240.46, prohibits the unauthorized use of identifying sex offenders, obtained from the Megan's List website, for use in determining approval for housing accommodations. You cannot just have a blanket policy of denying accommodations to anyone on the list. You can deny, however, if a specific person would be at risk if the unit was leased to this sex offender.

Question Two: I leased a property and the agreement clearly states that the tenant is to pay for all of the utilities. I have just learned that this tenant has not put the utilities into her name and I am getting all the invoices. Can I just merely stop the service?

Answer Two: You certainly have that right, pursuant to your lease agreement. Send the tenant a letter that you will be turning off the utilities on a certain date and that the tenant should make immediate arrangements to have the utilities put into her name. In addition, present her with the invoices and make a demand for reimbursement. If she fails to do so, you could take it out of her security deposit or it could be grounds for eviction.

Question Three: I have a tenant on a two year lease. He owes rent and I have a concern regarding the service of a 3-day notice to pay the rent. Within the body of the notice it states that I am declaring a forfeiture of the lease. If I serve this notice, does that mean the tenant is not liable for the entire lease term?

Answer Three: The tenant would still be liable for the entire lease term, even though you have declared a forfeiture in the notice. Code of Civil Procedure 1174.5 states, forfeiture does not relieve the lessee from his liability under the lease agreement. A landlord is required, however, to use his best efforts to mitigate the tenant's losses by attempting to lease the property during this time period.

Question Four: I have a rent controlled building in the City of Los Angeles. I allowed a tenant to move into my unit. He was to return the lease agreement by mail. He paid the first month's rent but has neglected to pay the security deposit and now is refusing to return the signed rental agreement and refuses to pay the security deposit. Can I evict this person?

Answer Four: Unfortunately, you allowed this tenant to move in before getting all the necessary items. When renting out a unit you must get the first month's rent, the security deposit and the signed rental agreement before allowing a tenant to move into your unit. Your tenant is now a protected tenant under rent control. You cannot force him to sign the rental agreement nor can you demand a security. The law would consider this to be an oral, month-to-month tenancy.

Question Five: I noticed that my water bill for my three unit building went way up. It increased by over \$900 for a single month. I inspected all the units and I noticed that one of the tenants had a toilet that just continually kept running. The tenant, while he was

aware of the problem, he just did not want to be bothered. Is there any way I can be reimbursed by this tenant? I have already issued him a notice to quit, since this building is not in a rent controlled area.

Answer Five: The tenant does not have an obligation to report problems with the unit. On this basis, you would be responsible for the extra water usage. It is advisable to have a provision in your rental agreement that makes this an obligation on your tenant. The following would be sample language that you can use. *“Tenant must promptly notify the Landlord of any repairs that are required on the premises. If the failure to notify the Landlord in a reasonable time period results in added costs to the Landlord, the Tenant will be responsible for these additional costs.”*

Question Six: I have a rent controlled building in the City of Los Angeles. Recently a tenant came to me asking for a reduction in rent. I am not opposed to giving this tenant a \$100 discount, but I do not want to establish this as the new rent. Will I be able to return the rent to its original level without being in violation of rent control?

Answer Six: You certainly have the right to do this. You should do an addendum to the rental agreement which states that a \$100 discount will be afforded for a specific time period and that the rent will revert back to its original level thereafter.

Question Seven: I have a tenant on a month-to-month rental agreement in the city of Glendale. I have served my tenant with a 60-day notice to move. He has been a little rude to me and I just would prefer to have a different tenant. After I served him this notice, I received a letter from an attorney stating that my notice to quit was against the law. How could that be?

Answer Seven: The City of Glendale has instituted an ordinance requiring “good cause” to evict a tenant. Based on the stated reasons for eviction, you would not have sufficient cause to evict. You should immediately send a letter withdrawing the notice to quit.

Question Eight: Is it legal for me to just deed my apartment building to my tenants? In this way they would have to pay the mortgage payments, the property taxes and maintenance on the building. They would have to endure the tenant’s complaints and governmental inspections. They would also have to suffer through the eviction process when their tenants failed to pay the rent. They would also have to be subjected to liberal laws and judges, which become the tenant’s allies during the legal process. I could just live in one of the units and pay no rent!

Answer Eight: I feel your pain.

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