

Questions and Answers

– by Dennis Block

Question One: I live in a single-family residence in the City of Los Angeles. My finances are getting tight and I am considering renting out a couple of my bedrooms. Would this be legal and what issues might I face?

Answer One: It is legal to rent rooms out in your residence. Your tenants are entitled to the same protection and services as traditional tenants. As an example, you would need to go through a regular eviction action if they failed to pay the rent.

Question Two: I own an apartment house in Los Angeles but it is not under rent control. I served my tenant with a 60-day notice to vacate the premises. After 30 days, the tenant failed to pay the rent, so I issued a 3-day Notice to Pay the Rent or Quit. The tenant immediately vacated the unit and is demanding his full security deposit be returned without deduction for this month. He claims that since he vacated within the three day period, I cannot hold him responsible for the rent. Is this correct?

Answer Two: If a person vacates within the three day period, it does not waive the tenant's obligation to pay the rent owed. Vacating within this period prevents an unlawful action from being filed but it does not waive your tenant's contractual obligation. Your tenant would owe the rent for the entire 60 days.

Question Three: Do security deposits have to be held in a special account?

Answer Three: There is no requirement that a security deposit be held in a specific account. A landlord must account for the deposit by written notice, within 21 days from the time the tenant vacates the unit. If the property is sold, the landlord must transfer the deposit to the new owner or return the deposit to the tenants.

Question Four: I have an applicant with a marginal credit score. I suggested that I would lease the unit on condition that she pays a security deposit equal to two months' rent. Prior to running her credit, I told her that the deposit would be only one month's rent. She is now charging me with discrimination, as she is Hispanic. Is she correct?

Answer Four: Your tenant is incorrect. Your motivation for increasing the security deposit was based on economic issues. As such, this would not be considered discriminatory conduct.

Question Five: I have a unit rented to a husband and wife. Recently, they have been engaging in loud arguments. The wife is now demanding that I remove the husband from the lease and that she will be the sole party responsible for the rent. I would not mind doing this but would this be legally permissible?

Answer Five: You do not want to get involved with this situation. You cannot remove the husband from the lease. He has the same rights as his wife. You want them to resolve

this between each other. As a landlord, you should only be concerned with receiving your rent, the condition of the property and the quiet enjoyment of the premises. If the arguments become a disturbance to your other tenants, you would have an obligation to evict both tenants.

Question Six: My rental agreement requires that the tenant carry renter's insurance but my tenant refuses to obtain a policy. What should I do in this situation and would this be grounds for eviction?

Answer Six: A landlord has the right to require tenants to procure this type of insurance, if there is a provision in your lease agreement. You should serve on your tenant a 3-Day Notice to Perform or Quit. This notice will demand that the tenant obtain this insurance within three days or to quit the premises. If the tenant does not comply with this notice, you could initiate an unlawful detainer action.

Question Seven: I leased a unit to a tenant. The premises were supposed to be ready by the first of the following month. The cleanup and repairs took a little longer than expected and the apartment was not ready until the third of the month. I offered to deduct that portion of the rent, but the tenant is demanding that the lease is now breached and is demanding all of his money back. Can the tenant void the lease?

Answer Seven: While you did breach one provision of the agreement, most courts would look at this as a trivial breach and would not void the contract. The item must be a substantial breach to render the agreement forfeited.

Question Eight: Are there any references or tools that you could suggest, to get answers to my Landlord/Tenant questions?

Answer Eight: If you have a Smart phone you should immediately download my FREE App called, Landlord Legal Helper. It is available in the iPhone App Store or the Android Market. You can text or email me questions or read my daily "Landlord Tips". Once again, it is free! One proviso, please do not text me during Lakers games! Thank GOD we have a season.

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