

**Legal Questions & Answers**  
**by Dennis P. Block, Attorney**

**Question 1:** I am a first time landlord and bought a duplex 2 years ago. The duplex is under rent control in Los Angeles. One of my tenants has always been late with the rent since month one, but I've always accepted it. Now, they are two months in arrears for October and November. It is the middle of month two; can I include the entire amount of rent owed even though the month is not over yet?

**Answer 1:** Yes if rent is payable on the first, then the notice should be filled out by asking for rent from October 1, 2004 through November 30, 2004.

**Question 2:** I am renting out a two bedroom home with a utility room. How many smoke detectors are necessary in the home? Also am I required to give them a covered parking space or is it all right to just have them park in the driveway?

**Answer 2:** You are required to put one in each bedroom and one in the hallway. Parking in the driveway is permissible. There is no requirement for covered parking.

**Question 3:** What is the procedure for a final inspection when a tenant gives notice? Do tenants and owners have to do inspection together or can we call them with any problems that we see after they move? Also, how many days do owners have to refund a Security Deposit or a Pet deposit?

**Answer 3:** You have 21 days, from the day the tenant vacates, to send an itemization regarding the security deposit. Technically, you must offer the tenant the right to fix the items after a walk through at least 15 days prior to vacating. These forms are available from the Apartment Owners Association.

**Question 4:** How do I address a 60 day notice of eviction to a tenant whose girlfriend's or wife's name I don't know and do I include the name of their one year old son? I need the apartment so that a member of my family can move into the unit.

**Answer 4:** You can just address the notice to the tenant's name that you do know and "all others in possession."

**Question 5:** In this age of email and other forms of electronic communication, when is it appropriate or legal to simply email tenants rather than sending a form or a letter? For example, to notify tenants of certain repairs that don't require entry into their units, can I simply send them an email?

**Answer 5:** Email is not sufficient. You are responsible for serving your tenants properly. You cannot rely on the fact that the tenant will be checking his email every day. As a simple communication, though, email is sufficient.

**Question 6:** Our tenant told us the carpet was wet in the bedroom. We had a flood specialist remove the padding and extract the water and place blowers and humidifier in the unit. The tenant complained about the smell of mold and demanded to be put up in a hotel and also said she would call the health department. We placed the couple in a hotel for four nights while the carpet dried out. Now she wants a mold expert to come in to check out the unit. What should we do? She won't move, she won't let us clean up any mold she claims to have found because she wants the health department to see it. She won't let us paint the bedroom wall where the water entered because she says she can't stand the smell of paint and wants to go back to the hotel if we paint.

**Answer 6:** The answer is simple, serve her with a thirty day notice to quit. It would be a 60 day notice if the tenant has lived there longer than one year. Also serve a Notice to Enter the Dwelling to Inspect for Mold. You are not asking to be admitted, you are telling her that you are going in. If she is not at home, use a key. If you have no key, get a locksmith to open the door. If she stands in the way, call the police.

**Question 7:** I have a back house that I rent out to a male tenant. The rental contract is exclusively with him. The tenant has had roommates in the past who pay him some portion of the rent, and he in turn pays me. Recently he got a new roommate. During the first month she arrived he allowed her to install a telephone in her name. The roommate paid him (my tenant) her share of the rent for a couple of months but has since stopped paying anything to him. The tenant and his roommate have no written contract between them. He told her to leave some time ago and she refuses to leave. He changed the locks and she climbed in the window. Do I have any responsibility to my original tenant?

**Answer 7:** This is not your problem. Let your tenant file an unlawful detainer action. You should only get involved if your rent is not paid, or the property is being damaged.

**Question 8:** My building requires extensive termite work including fumigation. The contractor advised me that the building must be vacated for at least 48 hours. What must I do to ensure tenant cooperation, and what are my financial obligations to my tenants? One of my tenants is requesting that I put him up a hotel for \$100.00 a night. What should I do?

**Answer 8:** As soon as you find out what days the fumigation is to be done, I would advise the tenants by written notice that they will need to vacate the premises for 48 hours. There is no law in effect which requires you to pay your tenants expenses for the days they are out of the premises. However, it is a good idea to allow your tenant to deduct the daily rent of the premises for the time period in which they were not allowed to live at the unit. It is a good idea to cover this in your rental agreement.

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