

Dennis P. Block Question and Answer Column – FEBRUARY

**Question 1:** Lately we have been getting a lot of applicants for our apartments who speak little or no English. We think that having non-English speaking tenants could cause a myriad of problems as far as them understanding any of our rules and regulations. Also, we think it could be difficult in emergency situations. Can we legally refuse to rent to them?

**Answer 1:** *No. That would be considered discrimination.*

**Q2:** We recently purchased a 20 unit apartment complex that has a laundry room. The previous owner had signed a 5-year lease agreement with Coinmach company to lease the laundry machines. The lease is due to terminate in 2007. The lease agreement simply states that the lease runs with the land. There is no mention of the lease in the Title report. I would like to install my own machines there. I question the legality of a lease signed by the previous owner to force me to keep a company. Is this legal? I never signed the lease with them as the new owner.

**A2:** *You are responsible for leases that are recorded with the County Recorder's office or leases that you were aware of or should have known about.*

**Q3:** Once I collect the rent for this month I intend to serve my tenants a 60-day Notice to Quit. They have been living at the property for about 5 years. What happens if next month they do not pay the rent? Do I have to serve them a 3-Day Notice and then contact you, or do I have other options?

**A3:** *The tenants must pay all rent that is owed up until the expiration of the sixty day notice. If they do not pay the next month's rent, then you may immediately serve a three day notice to pay rent or quit. If they do not pay, you can immediately commence eviction proceedings.*

**Q4:** I rented my guest house that previously was a garage, in Downey for four months. I received a letter from the City that I have to restore it back to a garage. I informed my tenant immediately and asked her to find another place so I can restore it by the compliance date. I offered to let her live in my main house, but she has refused. What can I do?

**A4:** *Just serve her with a 30 day notice to vacate. Ask the City to extend you some additional time as you have a tenant in possession. They most assuredly will do so. There is no need to pay this tenant any relocation fees.*

**Q5:** I just bought a rent controlled apartment building. Can I start new rental agreements with the current tenants and void the rental agreements that the previous owner had with them?

**A5:** *Yes. You can certainly provide rental agreements for your tenants to sign. However, if they refuse to sign them, there is no legal action that can be taken*

**Q6:** Do I have to rent to an individual who is on disability? My management company requires income of at least 3x the rent, and the disability income is less than that. Could that be the disqualifying factor?

**A6:** *You cannot discriminate on a person's disability but you can choose your tenant on the basis of a reasonable income criteria. In this case, you are not discriminating on a disability, but rather based on income which is allowed.*

**Q7:** Is it illegal to have a non-refundable cleaning fee of \$300.00 in addition to my normal security deposit that I charge?

**A7:** *Yes. Security deposits are covered by Civil Code Section 1950.5 and you are not allowed to have any portion of a security deposit be non-refundable. You are only allowed to deduct from the tenant's security deposit a reasonable cleaning charge after they vacate.*

**Q8:** We had a scheduled public auction of the personal property left by my tenant because the items were estimated to be valued at more than \$300.00. No one showed up at the auction. What do we do with these items now? Do we need to publish another sale or can we just dispose of the items as we see fit?

**A8:** *You may dispose of the items at this point.*