

## Legal Questions and Answers

By Dennis P. Block, Attorney

**Question 1:** I have an apartment building where a prospective tenant told me he is in the U.S. illegally but he is interested in the apartment. If I rent to the apartment to him, would he be entitled to all the legal rental rights (i.e. 30/60 day eviction, abandonment, etc.) that my regular tenants do?

**Answer 1:** *Regardless of his status as a legal or illegal alien, this person is afforded the same rights as every other tenant with regards to landlord/tenant laws.*

**Q2:** If the owner has the building tented to exterminate, is he obligated to provide alternate accommodations for the tenants, or, can I as manager send around a memo asking them to stay with friends or family for a couple of days?

**A2:** *Check your AOA rental agreement. It states that landlord is only responsible for the daily rental rate of your unit.*

**Q3:** I have been offered to purchase an apartment building with a low down payment and taking over a 1st mortgage that is not transferable. I've been told that this is not legal. Please advise.

**A3:** *You can buy the building but if the lender calls the note you will need to get new financing.*

**Q4:** I am wondering if you could tell me or if you could lead me in the direction as to where I would find the California law about on-site managers. Specifically, what are the requirements of a building to have an on-site manager, and what duties are they obligated to show the residents. Also, if the manager has a full time job, what are the duties to the residents during business hours?

**A4:** *The AOA has an EXCELLENT manager's agreement, which covers these issues. You should also obtain worker's compensation insurance.*

**Q5:** I rented to tenants an apartment that has two window air conditioners. The tenants want me to change the filters. Is this the owner's responsibility or the tenant's duty?

**A5:** *If the A/C needs a new filter it would be your responsibility if you supplied the appliance originally.*

**Q6:** We recently purchased an apartment complex with 20 units that has a laundry room. The previous owner had signed a 5-year lease agreement with a laundry 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.

**A6:** *Unfortunately, you are not able to get out of the laundry lease if the previous owner signed a five-year agreement. Some of these laundry leases are self-renewing and therefore, you should have an attorney review the lease to explain the procedures for canceling at the end of the current lease term.*

**Q7:** Once I collect the rent for January 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 Three-Day Notice and then contact you, or do I have another option?

**A7:** *Yes. You would want to serve them with a Three-Day notice to pay rent or quit. If they fail to pay the rent then you could immediately proceed with an unlawful detainer instead of waiting for the expiration of the sixty-day notice.*

**Q8:** I have an elderly tenant in an upstairs unit that is having a hard time holding onto the rails of the staircase. I have sent her several letters regarding this issue but she has failed to

respond. She appears to be getting worse and worse as far as her agility. What should I do and do I have any liability?

**A8:** *No. It is not your responsibility if your tenant is injured at the premises through their own fault. The only time you would be responsible is if you were negligent in maintaining the staircase. Your tenant essentially assumes the risk of any accident that they have if they fall.*

**Q9:** Is it true that transferring my rental property into a limited liability company will cause the property tax to be reassessed?

**A9:** *NO. There is an exclusion under the Revenue and Taxation Code which creates an exemption. Also, forming an LLC is a terrific way to avoid personal liability should any lawsuits occur. For further information call my associate, Michael Elson.*

**Q10:** I have heard that there is a new law dealing with security deposits that will come into effect January 1, 2004. Can you please tell me about it?

**A10:** *Yes. The new law requires the landlord to include, with his accounting of the security deposit, copies of documents showing the charges incurred and deducted or receipts for the work performed. Also, you must provide information about the person or entity providing the labor or material.*