

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

**Question 1:** Our tenants are breaking their lease because of a job re-location. Their lease ends Feb. 2005. We are aware that they are obligated to pay rent and advertising costs, etc. until we re-rent the house. However, we are thinking about selling the house instead of renting. Does that mean that the lease ends when they leave at end of July 2004? Do they owe any money?

**Answer 1:** You are required to use your best efforts to re-let the premises to mitigate their liability. If you choose to sell the premises, then your former tenant would not be responsible for the lease from that point forward.

**Question 2:** I have a property that is located in Los Angeles and subject to rent control. Is there a legal way to increase the rent more than 3%?

**Answer 2:** If you pay for electricity or gas than you are entitled to 1% extra for each utility. If they bring in an extra person, you may charge a 10% increase. This additional 10% does not apply to the first dependant child of your tenant.

**Question 3:** My tenant removed a faucet resulting in water damage to the apartment below. He couldn't turn off the valve below the sink without first getting a wrench. Who is responsible for the water damage to the apartment below, the tenant or me? I have no insurance.

**Answer 3:** Your tenant is totally responsible for the damage.

**Question 4:** I have to termite my building. What am I responsible for as far as the relocation of the tenants? Do I have to pay for a hotel and per diem or just pro rate the rent? They need to be out of the building for two days and one tenant has a dog.

**Answer 4:** Check your rental agreement to see if this issue is covered. If not, it is generally believed that the landlord should merely waive rent for the days that the tenant is unable to reside in his unit. The landlord has no obligation to pay for hotel expenses.

**Question 5:** We had a tenant whose lease ended on the 30th of the month. They gave the keys back on the 25th of the month. Does the 21 days to send the tenant a security deposit accounting start from the 30th or the 25<sup>th</sup>?

**Answer 5:** The date runs when possession was turned over to you which was the 25<sup>th</sup>.

**Question 6:** I have a property in a non-rent controlled area. Do I have to give my tenant a 30 day or a 60 day notice for change in terms of tenancy if the tenants have been there over a year? I am putting in separate meters and now they must pay their own water bill.

**Answer 6:** You need only give a 30 day notice of change of terms of tenancy. The only time you need to serve a 60 day notice to change the terms of tenancy is if you are raising the rent more than 10%. A 60 day notice to vacate is required when you are giving the tenant a notice to vacate and they have been in the unit for over one year.

**Question 7:** I have a tenant who recently told me that he is HIV positive. Do I have to disclose his condition to my other tenants in the building?

**Answer 7:** No. That would be an invasion of your tenant's privacy.

**Question 8:** I know there is a law that required a landlord to give to the tenant the pamphlet regarding "protecting your family from lead in your home." When do I have to give it to the tenant and can I mail it to him?

**Answer 8:** You give the pamphlet to the tenant at the inception of their tenancy or the renewal of their tenancy. You can either hand it to the tenant or mail it to him.

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