

Legal Questions and Answers
By Dennis P. Block, Attorney

Question 1: One of our clients is trying to get out of his laundry lease which flips into a 5 year lease as of June 2nd. The lease states that the owner has to inform the laundry company 60 days prior to the lease renewing. The owner has only provided them with 35 days yet the laundry company will not cancel the lease. Is there any way we can get around this?

Answer 1: The terms of the contract must be specifically enforced. If shortened notice is given, then the contract will automatically renew for an additional 5 year period. Landlords, in general, should never negotiate a laundry lease with an automatic renewal provision. You should strike out this term before signing any laundry contract. Laundry companies also put in terminology regarding "right of first refusal". These terms should also be stricken from the lease. Remember, laundry companies are competing for your business. You have the power to make a better deal.

Question 2: I have a resident who has lung cancer. He lives in a three story building that has enclosed hallways, stairs and an elevator. He constantly complains that cigarette smoke is entering into his unit due to other residents smoking in the building. We have posted non-smoking signs in the common areas of the building. We advised the resident to relocate to another unit in an unenclosed building but he refused to do so. How can we protect ourselves from a lawsuit coming from this person?

Answer 2: I do not see any liability on your part.

Question 3: I am having my five unit apartment building tented for termite extermination. All tenants will have to spend two days away from their unit. What arrangements have to be made to accommodate them? Do I have to pay for them to stay in a hotel?

Answer 3: There is no legal requirement that you pay for the expenses of the tenant if they are required to vacate the premises for a few days. However, there is an argument that the premises are rendered uninhabitable for those two days and, as such, you might want to deduct from the rent owed the daily amount of rent for the time period they were unable to occupy the unit. It is a good idea to spell out these situations in your rental agreement.

Question 4: What happens if my tenant dies in the unit? Can I release the contents of his apartment to one of his family members?

Answer 4: To be safe I would not release any of the deceased person's personal belongings unless they are authorized to do so. You would need to have the permission of the executor of the tenant's estate or a state appointed administrator. Even though the person is family of the deceased tenant, he does not have the right to remove the belongings.

Question 5: What happens if my tenant breaks the window and they refuse to fix it, can I deduct the amount to repair it from their security deposit?

Answer 5: Yes. I suggest that you write a letter to the tenant and request that he reimburse you the amount it cost to fix the window by a certain date, otherwise, you will deduct that amount from his security deposit upon move-out.

Question 6: I have a tenant who removed their wall to wall carpeting from their unit because they wanted to have the hardwood floors exposed. What recourse do I have in this matter?

Answer 6: As long as you have a rental agreement that provides that the tenant cannot alter the premises, and then you can serve them a three day perform covenant or quit notice. In this notice you will be requesting that they put the carpet back in the unit. If they fail to restore or replace the carpet, then you could evict them. In any event, you may sue them for the cost to replace the carpet.

Question 7: I have heard that your landlord/tenant radio show is now on a different station. Can you please fill me in on the details?

Answer 7: You are correct. My new station is 1540 AM (KMPC) and my show airs every Tuesday night at 10:00 p.m.

Dennis Block, of Dennis P. Block & Associates can be reached for information on landlord/tenant law or evictions at any of the following offices: Los Angeles: 213.938.2868, Encino: 818.986.3147, Inglewood: 310.673.2996, Long Beach: 310.434.5000, Ventura: 805.653.7264, Pasadena: 818.790.2153 or Orange: 714.634.8232.