

Legal Questions & Answers
By Dennis P. Block, Attorney

Question 1: A handicapped person wants to rent from me, however his credit is bad. I am afraid of being sued for discrimination if I do not rent to him. Do I have to rent to him?

Answer 1: *No. You can always discriminate on the basis of a prospective tenant's credit worthiness. Be sure to explain to the person that he is being declined because of and if he requests, give him the credit bureau phone number.*

Q2: I normally have my tenant send their rent check to my P.O. Box. I heard that a recent law requires you to put on a three day notice the person the tenant is supposed to pay the rent to, the address where they are to pay their rent and the phone number of the person who they are to pay the rent to. Is it all right for me to put on the notice my P.O. Box address on the notice?

A2: *Yes. However, be advised that if you use a P.O. Box address on the notice different rules apply. Specifically, if the rent is postmarked within the three day time period, you must accept the rent.*

Q3: I have a tenant who vacated my unit and trashed the place. I have hired a contractor to repair the unit, however; he has yet to give me an estimate for the work that needs to be done. My problem is that the 21 day time period is rapidly approaching and I need to send out my security deposit accounting. What do I do?

A3: *Civil Code Section 1950.5 only requires that you send the tenant and "estimate" of the repairs that need to be done on the accounting. As such, make an estimate of what you think the repairs will cost and send it to the tenant. You can always send an amended accounting once you get the actual cost from the contractor.*

Q4: My sister wants to move my parents into one of her buildings that is in Los Angeles under rent control. What are the guidelines that she must follow to get the existing tenant out of the unit?

A4: *First you must get approval from Rent Stabilization. There is a very detailed form that must be filled out and submitted to Rent Stabilization. Once approved you can serve the tenant with a thirty or sixty day notice to vacate depending on whether they have lived there for more than one year. Also, within fifteen days of service of the notice to vacate, you must pay a relocation fee to the tenant. If the tenant has children living with them, or the tenant is 62 years of age or older or handicapped, they are entitled to \$5,000.00 in relocation. Otherwise, the tenant is entitled to \$2000.00 in relocation. If they do not vacate after the expiration of the notice, you can evict them. The Law Office of Dennis P. Block and Associates is available to assist you in this process.*

Q5: Is it legal to pay a tenant to vacate a unit I own in order to raise the rent. The property is under Los Angeles Rent Control.

A5: *Yes. It is entirely legal for two parties to contract amongst themselves assuming there is consideration for the contract. I would suggest you have a tenant sign a voluntary vacancy agreement, so that in the event the tenant does not vacate, you have a document which will stand up in court. If you wish to have more information regarding these agreements, you should consult with an attorney.*

Q6: I have a tenant in a duplex who buried a cat in the shared yard of my building without my consent. Can I tell him it's illegal? I don't want a dead cat on my property, what excuse can I give him to remove it?

A6: *You do not need to state a reason! Tell him to remove it.*

Q7: My tenant murdered his roommate on my property and he is now in jail. Can I change the locks since he is no longer living there?

A7: *No. The tenant has not voluntarily abandoned the unit. You must follow regular unlawful detainer laws to evict the tenant. I would serve the tenant with a notice to vacate.*

Q8: Can I prohibit my tenant from washing their car at the premises?

A8: Yes. *You have only rented the unit to the tenant. You still control the common areas. This should be contained in your rental agreement.*