

Legal Questions & Answers
By Dennis P. Block, Attorney

Question 1: What are the requirements for smoke alarms in an apartment building in Los Angeles County? Are they required to be hard wired or are battery operated smoke alarms sufficient? How many smoke alarms are required for a 1 bedroom and a 2 bedroom unit?

Answer 1: The smoke alarms are required to be hard wired. There must be a smoke alarm in each bedroom and one in the hallway.

Question 2: I recently purchased a property in Glendale, where all units are occupied. I would like to evict some of my tenants and I realize that Glendale has a "Just Cause" eviction ordinance. My reason to evict some of tenants are that one unit has termites and I want to move into another unit. What can I do? The tenant is on a month to month tenancy.

Answer 2: You can take the unit for your own use. You do need to pay relocation fees. The law states that the "landlord shall pay a relocation fee in the amount of the product of two (2) times the amount of the fair market rent as established by the U.S. Department of Housing and Urban Development for a rental unit of similar size of that being vacated in Los Angeles County during the year the unit is vacated, plus one thousand dollars (\$1,000.00). You cannot ask a tenant to move for termites though he must allow reasonable access for the pest control company.

Question 3: I served a three day notice to pay rent or quit to a tenant and the three days have passed. Do I have to immediately file an unlawful detainer or can I wait a few days?

Answer 3: You can wait a few days or even a month as long as you do not take any rent from the tenant.

Question 4: I have a duplex in Los Angeles and I am not sure whether or not it is under rent control. What is the criteria that subjects my property to rent control. Also if it is under rent control, what are my options for a rent increase?

Answer 4: Assuming your property received its certificate of occupancy prior to October 1978, and there are two or more units on the lot, you are under Los Angeles rent control. You are currently entitled to a 3% increase each year. Your units need to be registered with Rent Stabilization for the City of Los Angeles.

Question 5: I have a tenant, who signed a one year lease and now he has told me that he is being transferred and he wants to cancel his lease. He has given me a 30 days notice. What is my legal remedy?

Answer 5: Your tenant is still liable for the remaining term of his lease and he owes rent as it becomes due. However, you have a duty to mitigate his damages. You must use your best efforts to re-let the premises to someone else. If you do find a new tenant then his liability will cease.

Question 6: We are the new owners of a building. We are trying to get all of our tenants to sign a new rental agreement with us. One of the tenants refused to sign the agreement with us based on the fact that she has resided at the apartment for 41 years and she already signed an agreement when she originally rented her apartment. Do we have the right to require the new contract to be signed? Can she refuse to sign that agreement?

Answer 6: You cannot force a rent controlled tenant to sign a new rental agreement. However, if the property is not under rent control and they are on a month to month tenancy, you can serve them with either a 30 or sixty day notice to vacate depending on how long they have resided at the premises. If they have lived there one year or longer, a 60 day notice is required.

Question 7: I have a tenant whose lease will be up April 30th and then will go on a month to month basis. I'm planning to increase the rent. Will it be OK to notify them now, that effective May the 1st, the new rent amount will take effect? My property is not under rent control.

Answer 7: Deliver a new rental agreement that has the correct rent that shows the commencement date for May 1, 2004. Tell them to sign it or move by April 30, 2004.

Question 8: I own a duplex and I live in one of the units. I have a neighbor who owns a German Shepard dog and a puppy which run loose in their backyard and constantly bark all day long. I have a tenant who I rent the lower unit to. He works all night and sleeps during the day and he is very annoyed by the dogs constantly barking. I have approached the neighbor and he agreed to control the dogs, yet has not done anything. Do I have any legal rights with respect to the excessive barking of my neighbors dogs?

Answer 8: Yes, you have rights. First of all, I would contact the police and complain about the dogs barking. Normally, they will come out to your neighbor's property and file a complaint. If the police are called out several times, they usually warn the neighbor that if they do not control the dogs they will be taken away by animal care and control. If this does not work, you can file suit against your neighbor on a nuisance basis. You would have to allege that the constant barking of the dogs is a nuisance to you and your tenant.

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.