

Legal Questions and Answers

By Dennis P. Block, Attorney

Question 1: I have some tenants moving out. Their Security Deposit is \$800 and there are two names on the lease. Do I issue two checks with each receiving \$400? Do I need a letter from each? Can I write two checks without a letter?

Answer 1: I would make one check payable to both of the tenants. Also, you would not need a letter if you are returning the full deposit.

I have a tenant who is running a day care center in her apartment. Isn't that illegal and can I evict my tenant for that?

Question 2: I have a tenant who is running a day care center in her apartment. Isn't that illegal and can I evict my tenant for that?

Answer 2: No. There is a state law that prohibits a landlord from evicting a tenant because they are operating a day care. However, you can require that your tenant carry liability insurance and comply with state licensing requirements. If the tenant files to comply with any of the above requirements, then you can stop this activity. A tenant can have a maximum of 6 children.

Question 3: I have been renting, for the last two years, one of my garages as storage space. The individual renting is now four months behind on the rent and I would like to regain my garage for my own use. What procedure do I follow? Can I give them a notice of abandonment of personal property and dispose of the articles that they are storing?

Answer 3: Generally, you cannot use an abandonment procedure for a garage. In this instance, it would be necessary to go forward with a standard unlawful detainer action. Serve your tenant with a standard Three Day Notice to Pay Rent or Quit. Then proceed with the unlawful detainer action.

Question 4: I had a tenant who moved out from my apartment building over a year ago. Recently, we had a vacancy and he came back to the property and wanted to rent the new unit. He was a troublemaker of a tenant and I don't want to have him as a tenant again. Can I reject him even though he qualifies financially?

Answer 4: Yes. Economic reasons are not the sole reasons for rejecting an applicant.

Question 5: If my tenant breaks something in the unit, do I have to fix it?

Answer 5: No. It is the responsibility of the tenant to repair anything that they have intentionally broken.

Question 6: What if they break a window and they refuse to fix it? Can I deduct that amount from their security deposit?

Answer 6: 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.

Question 7: Who is responsible for repaying the security deposit to a tenant after they vacate the premises and the previous owner did not transfer this deposit to me?

Answer 7: As the new owner you are responsible for returning the deposits to the tenant after they vacate the premises. However, you would have a cause of action against the prior owner for reimbursement of these deposits.

Question 8: I am aware that under California law a landlord must provide a tenant with one working phone jack. Is it also our responsibility to maintain all inside wiring? I have an apartment unit that has a working telephone jack in the living room. This particular jack has been working for years and for several different tenants. An additional telephone jack was discovered behind a bedroom door. This jack does not operate any longer. Am I to understand that it is a tenant's responsibility to make the additional telephone jack functional?

Answer 8: Your responsibility is to provide only one working jack. The second one would be the tenant's responsibility.

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