

**Question One:** I purchased my own forms from the court and would like to do my own unlawful detainer action. The court clerks refuse to give any assistance in filling out these forms. Why do they take this position?

**Answer One:** Court clerks are not attorneys. Pursuant to the code, they are not allowed to dispense legal information. There are a few books which explain how to fill out unlawful detainer forms. They can be purchased at major book outlets. I would suggest that you hire an attorney, as it is not cost efficient to handle your own action.

**Question Two:** I have a rent controlled building that has four units with parking in the rear. My tenants are using the rear of the property as storage for ladders, bikes, generator, tires, etc. How should I proceed to get this area cleaned up?

**Answer Two:** Tenants are not allowed to store items in the common areas of the property. This is prohibited in most rental agreements. Send your tenants a letter that they must remove their items and give them a specific time length. If they fail to do so, you may serve a "3-Day Notice to Perform or Quit". Failure to remove the items can result in an eviction. Another option would be to inform the tenants that you will remove the items and store them at the tenant's cost.

**Question Three:** I'm going to buy a property - an eight unit rent controlled building in Los Angeles. I am planning to build 10 townhouses on it. How can I get the existing tenants to vacate?

**Answer Three:** Under the Ellis Act, a landlord may remove rental units permanently from the rental housing market. You must file an application with Rent Stabilization for the City of Los Angeles. Once it is processed, you must serve this application and a 120-day notice to your tenants. If the tenant is over 62 years of age or disabled, and have lived at premises for at least one year, the tenant can extend the time period to one year after the date of delivery the notice. In addition, relocation fees have to be paid to each unit. The relocation fees are \$3,450 or \$8,550 if the tenant has dependent children in residency or is handicapped or is 62 years of age or older.

**Question Four:** I own a three unit apartment building in Long Beach. The next door neighbor has two small dogs that bark incessantly every time my tenants or I go in or out. After making attempts to cover holes in this brick fence, the dogs still get through, terrifying one of my tenants. What can I do to create harmony with my tenants and the next-door neighbor?

**Answer Four:** Write a letter to your next-door neighbor that describes the problem. If the situation does not improve, you can call the police and make out a report for "disturbance of the peace". If all else fails, consider suing the neighbor in small claims court.

**Question Five:** I have a tenant who had a five-year lease with an option for five more years. It is not under rent control. The tenant never informed me that she exercised her option to renew. She continues to stay paying her old rent. Am I allowed to raise her rent? Is she on a lease or a month to month-to-month tenancy?

**Answer Five:** It really would be dependant on the terms of your lease agreement. If the lease states that the option must be exercised in writing, then your tenancy would have

reverted to month to month and you would be free to raise the rent. If it is silent on the issue of renewal, then most courts would interpret the fact that she remained, as a renewal of the original lease. In that case, you would not be allowed to raise the rent.

**Question Six:** When I rent out my rental units, I will not rent a two bedroom apartment to more than four persons. I was "tested" by Fair Housing and they "discovered" my policy. They have filed a complaint against me for discrimination on the basis of familial status. I may pay \$10,000 or I will be subjected to an invasive investigation and likely a lawsuit for much more. They are threatening me and blackmailing me at the same time. I guess that's extortion. MUST I change my 30-year-old company policy? I always follow the law. Do you believe that I am in violation? Should I stand my ground?

**Answer Six:** You raise an excellent question. Your practice should not be considered discriminatory. There are no set limits for the amount of persons that can occupy a unit. Your policy of four persons for a two bedroom unit seems very reasonable. As long as your policy was consistent for all applicants, then there cannot be a violation. I would definitely challenge Fair Housing on this issue. I have seen on many occasions where Fair Housing terrorizes landlords on invented interpretations of the law.

**Question Seven:** I am a tenant in a rent controlled apartment in Los Angeles. I lost my job so I decided to take in a roommate. I now have secured an excellent job and do not need to have this roommate to help with the rent. How can I get this roommate to vacate?

**Answer Seven:** Under Rent Stabilization for the City of Los Angeles your roommate becomes a protected tenant. You would need cause to evict as enumerated under the rent control ordinance. The fact that you now can afford the rent is not sufficient grounds. Curiously, if you were the owner of the property, you would be able to evict this person. The law would consider your tenant to be a lodger and he would not have any protection under the Rent Stabilization Ordinance.

**Question Eight:** I would like to have the tenant responsible for all minor repairs to their unit. Can I put something in the rental agreement, which covers this?

**Answer Eight:** In general, it is not a wise idea to have your tenants do the repairs. In most cases the item will not be fixed properly. As the landlord, you should want to be the one who is making the repairs. That being said, it is permissible to accomplish this. You need to specify in the rental agreement that the tenant will take care of certain items if they need to be repaired. You should specify, in detail, what items they are required to repair. You must also state in the contract that there has been given a discount off the rent as a result of this obligation.

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