

Landlord Horror Stories and Lessons Learned **By Jan Leasure, California Landlord Solutions**

Landlord Liable for Dangerous Tenant

This horror story comes from an actual court case (*Rosales v. Steward*) whereby a landlord was held liable for injuries caused to a neighbor by his tenant. He was held liable because the landlord knew of the tenant's dangerous propensities and failed to terminate the tenancy after acquiring the knowledge.

The court found that the landlord was under a duty to third persons to remove dangerous conditions on the property, even if that meant getting rid of the tenant.

In this case, a neighbor's child, a 10-year old boy, was killed by a gunshot fired by the tenant. The 10 year-old boy lived in the house across the street. The landlord knew the tenant liked to discharge firearms periodically in his back yard. The landlord failed to evict the tenant once he found out that he was conducting dangerous activities on the property. The court found that the landlord was under a duty to third persons to remove dangerous conditions on the property, even if that meant getting rid of the tenant.

The lesson? A landlord must not allow a tenant who poses a danger to others to remain in the residence. This would apply to a tenant who has a dog that is known to be vicious or has history of biting people or a tenant who is known to be a reckless driver, as well as any tenant who poses a danger to others in any way.

Don't Ever Put an Address on Keys!

I employ a number of housekeepers in my property management business. The housekeepers are all independent contractors who work for a number of other people as well as working for me. One of the housekeepers had her garage broken into recently. Along with a camera and some cleaning equipment, her box of keys to houses she cleans on a regular basis was taken.

Fortunately for me, none of my keys can be identified, because they all have codes on them as opposed to addresses. The codes match an internal system that he burglar would not be able to figure out. However, one of the other property management companies for whom she manages has complete addresses on all their keys, so they got busy re-keying about 80 houses on the day after the robbery

The moral of the story: Don't ever put an address on a key! There are lots of code systems that you can use to identify your keys. Pick one you like and use it!

Wait Until You Have the Rent!

Now the tenant is telling his landlord that he cannot possibly pay the rent, since he will need the money for moving expenses...Now what?

A landlord decided to sell her rental house. She gave her tenant notice on May 2nd of her intent to sell. The problem was that the tenant had not paid the scheduled rent on May 1st. Now the tenant is telling his landlord that he cannot possibly pay the rent, since he will need the money for moving expenses...Now what? If she gives her tenant a Three Day Notice to Pay Rent or Quit, she has no leverage, because the tenant knows he will likely have to move anyway, since the house is being sold.

A different strategy would be for the landlord to wait until she has the rent in hand before giving notice that the house will be sold. Assuming the tenant did not pay the rent on the first of

the month, she could then give a Three Day Notice to Pay Rent or Quit or at the very least, talk to the tenant about why he can't pay the rent. At that point, he certainly couldn't use the "money for moving expenses" excuse. In any case, the landlord has much more leverage than after she has told the tenant she intends to sell the house.

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