

Legal Questions and Answers

Question 1: I own a duplex and two months ago I rented one side of the duplex to newlyweds. I live on the other side, and we share a common bedroom wall. To put it delicately, this couple has been keeping me up all night and disturbing my sleep by making loud noises. I don't want to interfere, but I do want to get a good night's sleep. What should I do?

Answer 1: Aside from banging on the wall, you should first speak with them and make them aware that their loud noise during the night is disturbing you. If that doesn't work, an attorney can write a letter informing them of the problem, and eventually sending them a notice that would start the process of terminating their tenancy. You are entitled to the quiet enjoyment of your own property and they have a duty not to breach their covenant.

Question 2: My property is located in Carson. My daughter has been living in the front house on my property. She is supposed to pay me \$500 per month, and I had intended to eventually give her the property. She hasn't paid me anything in over a year and now she has a new boyfriend who I do not approve of. Can I evict my own daughter?

Answer 2: You certainly have the right to do this. You can serve her a notice to pay rent or quit. The notice can only be limited to one year's rent. If she does not comply, you would have the right to bring forth an eviction action. You also have the right to serve a 30-day notice to vacate. The service of this notice would require that all persons vacate by the end of the 30 day period.

Question 3: I own commercial property and rented to a small grocery store. They haven't paid me rent in 3 months, and now they claim that they do not have to because the store is not habitable as the roof leaks. If I try to evict them, is habitability a defense in a commercial eviction proceeding?

Answer 3: No. The habitability defense is only applicable in cases involving residential property. The defense of habitability requires that the tenant show that their property was so defective that it was uninhabitable. The landlord would have to be aware of the problem and given a reasonable time to remedy the situation. Commercial property, however, is exempt from this claim as a defense.

Question 4: I own a building subject to rent control in the City of Los Angeles. I want to convert the building into eight condominium units. Do I have the legal right to force my tenants to move?

Answer 4: You can force your tenants to move on the basis that you are permanently removing your units from rental housing use. Unfortunately, the City of Los Angeles has recently passed a law prohibiting developers from converting residential units into condominiums. This is another example of the City stepping on the rights of landlords.

Question 5: I believe that my tenant is operating a business from her apartment. I believe this because I see trucks delivering lots of boxes to her every day. Is this grounds for eviction?

Answer 5: A residence cannot be used for a commercial purpose. While a home business can be acceptable, having merchandise delivered is clearly beyond the scope of a residence. This would be grounds for eviction if the tenant failed to cease operating her business.

Question 6: I rent an apartment to a tenant under Section 8. I want to raise the rent. Can I just give a rental increase notice?

Answer 6: Under the rules of Section 8, you cannot raise the rent. This is true even if your property is not subject to rent control. Section 8 must approve all rent increases. You do have the right to terminate a Section 8 contract by serving a 90-day notice to quit. This notice must state a reason. The reason could be for "economic reasons". There would be different procedure for rent control areas.

Question 7: After I evict a tenant, I find it hard to collect the money judgment from them. How do I get my money?

Answer 7: If the tenant will not willingly pay you, you need to find assets and attached them. The most common methods are to garnish wages or attach a bank account. Generally, this would

require the use of a collection agency or law firm that can locate assets and prepare the proper legal documents. It is always a good idea to make copies of your tenant's checks and to update their employment. In this way, it will be easier to collect if you do obtain a judgment.

Question 8: I need to put a new roof on my apartment building. Some of the tenants expect me to pay for them to live in a hotel until the roofing is completed. What are my responsibilities to them?

Answer 8: If the tenants cannot occupy the premises, you cannot charge them rent for that period of time. A tenant must allow access for repairs to be accomplished. In some cases, access requires that the tenant vacate the unit. A landlord does have an obligation to make these repairs in an efficient manner. The landlord does not have an obligation to pay for a hotel room. It is very prudent for the landlord to cover this situation by putting a specific provision in the rental agreement.

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: 323.938.2868, Encino: 818.986.3147, Inglewood: 310.673.2996, Long Beach: 310.434.5000, Ventura: 805.653.7264, Pasadena: 626.798.1014 or Orange: 714.634.8232 or by visiting www.evict123.com. Don't miss his Landlord/Tenant Radio Show, every Thursday at 9:30 p.m., KRLA 870 AM.