

Legal Questions & Answers

Question 1: I have a rent control building in the City of Los Angeles. When I bought the building it did not come with any rental agreements. My tenants keep bringing in additional persons to reside in the unit. At what point should it be considered "overcrowding"? What can I do?

Answer 1: You do have options! If there were rental agreements, it would usually limit the number of occupants. In that situation, a landlord could serve a "3-Day Notice to Cure Violation or Move Out" to enforce the terms of the rental agreement. Without a rental agreement, a landlord may raise the rent 10% for each person who occupies the unit after the inception of the tenancy. By raising the rent, it might have the effect of forcing your tenants to move.

Lastly, a Los Angeles City Ordinance deals with the subject of overcrowding. Under this ordinance, there must be 200 square feet of living space for each person who occupies the unit. If the amount of persons residing in the unit exceeds that number, it can be grounds for eviction. Specific notification to all the tenants in the building should be given prior to taking any legal action.

Question 2: My tenant wants to bring in a dog. I already have the maximum allowable security deposit and I would like to get additional money, in case there is a problem. Can I charge a pet deposit fee?

Answer 2: You are only entitled to security deposit equal to two month's rent. It does not matter what you call the deposit, you are only entitled to two month's rent. You could, however, call it a "Pet Acquisition Fee". This would be a non-refundable fee for the privilege of being allowed to bring in a pet.

Question 3: My tenant has not paid the rent for this month. In addition, she has failed to pay the balance owed on the security deposit. There is a balance owed on the security deposit in the sum of \$300. Can I add that to the 3-Day Notice to Pay Or Move Out?

Answer 3: You cannot add any other charge to a 3-Day Notice To Pay Rent Or Move Out. This notice is reserved for the non-payment of rent. At the same time, you can serve a 3-Day Notice To Perform Or Quit to demand the remaining balance on the security deposit.

Question 4: I've received a "communication" from the City of LA (L A Housing Dept.) that says: "The maximum annual rent adjustment allowed by the Rent Stabilization Ordinance is 4% effective July 1, 2006. I am under the assumption that this limitation does not apply to a condominium. Am I correct?"

Answer 4: If the condominium was built prior Oct., 1978 it is subject to the provisions of Rent Stabilization for the City of Los Angeles. That means you must register the unit and you need "good cause" to evict. If the tenant moved in after December 31, 1995, it is not subject to rent limitations. Therefore, you can raise the rent to market level.

Question 5: I have a lease that is expiring at the end of the month. Do I need to serve a 30-day notice to terminate the tenancy?

Answer 5: No notice is necessary to terminate a fixed term lease. The lease expires by its own terms. It is generally prudent to send the tenant an informal letter that you will not be renewing the lease and that the premises must be vacated. In a rent control jurisdiction, the tenant may remain on a month-to-month basis. A landlord would need good cause to evict. Under rent control statutes, you may demand a tenant to sign a new lease for a like term. If the tenant refuses, that would be grounds for eviction.

Question 6: My tenant has called for a meeting of all the tenants in the building. It appears that they are not happy with the new manager. This building is not under rent control and this tenant is on a month-to-month tenancy. Is it permissible to serve this person with a 30-Day Notice to Quit?

Answer 6: The service of a 30-day notice would be considered retaliatory and would be a defense to the eviction. The better approach is to meet with your tenants and address the issues. In the long run, this will give rise to a better environment.

Question 7: I have a mixed-use property in Los Angeles. I have four commercial units and one residential unit that is located on the top floor. My residential tenant claims that he is under rent control. Is that true?

Answer 7: Since there is only one residential unit on the property, you are not subject to rent control for the City of Los Angeles. To be under rent control the provisions of Rent Stabilization for the City requires at least two residential units on the property.

Question 8: I have this tenant who is a crazy Lakers fan. At playoff time, he is yelling and pounding so much that I think the ceiling is going to cave in. I really dread this time of the year. What can I do?

Answer 9: Become a fan and have a good time. GO LAKERS.

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.