

## Legal Questions and Answers

**Question 1:** I have tenants who moved into my apartment building nine months ago. They informed me that there is a significant mold issue in the unit. The apartment building is two miles from the beach, which causes significant moisture in the air. My previous tenants never had an issue. These tenants brew their own beer, which I imagine creates humidity. There is a ventilation problem in the bathroom and I have discovered that the painter used flat wall paint instead of a semi-gloss. I know the bathroom needs to be repainted because the paint is bubbling up. Aside from that, how would you handle this?

**Answer 1:** The new "buzz word" for the legal community is MOLD. It appears that many attorneys are jumping to bring forth lawsuits based on this issue. You should immediately fix the ventilation problem in the bathroom. Have the room tested for mold by a professional company and remediate if necessary. Finally, have the bathroom properly painted.

My tenant installed a satellite dish without asking my permission. Can I force him to take it down?

**Question 2:** I have a rent controlled unit in the City of Los Angeles. The lease states that the premises should be occupied by the following named persons. One of the original occupants has moved out and a new person has moved in. Can I raise the rent 10%?

**Answer 2:** Since the same number of tenants are occupying the premises, you cannot raise the rent 10%. The City allows a 10% increase where an additional person is added to the tenancy. This is not the case in this instance. You could, however, serve a "Notice to Perform or Quit". This form would demand that the unauthorized tenant vacate the premises in 3 days. If the "stranger" does not vacate, you have the right to bring forth an unlawful detainer to evict everyone from the unit. The City of Los Angeles "encourages" landlords to do this, as you would then be allowed to raise the rent to market level.

**Question 3:** I am considering moving my daughter into one of my units. The tenant who is there is paying low rent and my daughter could use her own place. How long does she have to live there? My property is in the City of Los Angeles and is subject to rent control.

**Answer 3:** Generally she would have to live there for at least six months. You could not, however, raise the rent to market level after she vacates. The City requires that you lease the premises for the same rent as the previous tenant was paying. You are entitled to add on the yearly allowable rent increase that the City has established. That rate is going up to 4 % effective July 1, 2006. A better way to approach the tenant is to negotiate a "Voluntary Vacancy Agreement". Under the City rules, a tenant is entitled to relocation fees in the sum of \$3,300 or \$8,200. \$8,200 is required if the tenant is a "Qualified Tenant". A "Qualified Tenant" is a tenant who is 62 years of age or older, or has dependant minor children in residency, or is handicapped.

You can always negotiate with the tenant to pay an additional fee if the tenant will sign a "Voluntary Vacancy Agreement". With this agreement, you would be free to raise the rent to market level if your daughter decides to vacate the premises. My firm has successfully assisted many landlords with these types of agreements.

**Question 4:** My tenant installed a satellite dish without asking my permission. Can I force him to take it down?

**Answer 4:** Under FCC rules, a tenant has the right to install a satellite dish. It must be installed on the tenant's private patio, or it can be pointed out the tenant's window. The dish cannot be installed on the rooftop or on the exterior of the building.

**Question 5:** I have a tenant in Long Beach who is on a one year lease. The lease expires in two weeks and I do not want to renew this tenancy. The tenant has been very argumentative with me and I just do not need more aggravation in my life. This tenant informs me that he will not leave at the end of the one year lease due to the fact that I did not serve a 30-Day Notice to Vacate. Must I serve a 30-day notice in this situation?

**Answer 5:** Not only is your tenant argumentative, but he also is wrong. No notice need be given to a tenant whose lease is expiring on its own terms. I recommend sending the tenant an informal letter explaining that the lease will not be renewed and that the premises must be vacated. In your situation, the tenant appears to know and nothing further needs to be done. An unlawful detainer (the eviction lawsuit) can be commenced immediately following the expiration of the lease.

**Question 6:** I have seen several different apartment leases. All of the leases have a clause which award attorney fees to the prevailing party, in the case of litigation. Some of the leases, however, limited the attorney fee award to \$500. Why would the landlord want to limit his attorney fees to \$500?

**Answer 6:** Most lawsuits between a tenant and a landlord involve an unlawful detainer action. The attorney fee is generally \$500 or less. In some cases, a tenant's attorney can file many motions and delay tactics in order to increase the attorney fees on a case. The hope is that if the tenant prevails, the attorney will be awarded several thousand dollars in attorney fees. By limiting the attorney fee provision to \$500, there is no incentive on the part of the tenant's attorney to file frivolous motions and delay tactics. I recommend limiting the award to \$500.

**Question 7:** One of my tenants washes her vehicle on the property. She uses my water. Can I prevent her from doing this?

**Answer 7:** Of course. You are allowed to restrict the use of your water. Your rental agreement should dictate rules regarding vehicles parked on the premises. I recommend assigning a specific parking space. The following is appropriate language: "Tenant may not assign, sublet, or allow any other person to use this space. This space is exclusively used for the parking of passenger automobiles by the Tenant. No other type of vehicle or item may be stored in this space without prior written consent of Landlord. Tenant may not wash, repair, or paint in this space or at any other common area on the premises. Only vehicles that are operational and currently registered in the State of California may park in this space. Any vehicle that is leaking any substance must not be parked anywhere on the premises."

**Question 8:** I am in the process of evicting my tenant for physically attacking my on-site manager. However, during the eviction process, the tenant is continuing to harass and intimidate my manager. Is there anything we can do to control the tenant until he is evicted?

**Answer 8:** Yes, your on-site manager may obtain a temporary restraining order against your tenant. In this way, your tenant will be restrained from having any contact or communications with your on-site manager until he is evicted. Our firm has successfully handled many restraining orders for landlords and the courts generally favor granting such relief.

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