

**Question One:** I had a rental house that I was attempting to rent. I came to the house and found that strangers must have broken in and are living there! I called the police but they produced a fraudulent rental agreement. The landlord's name on the agreement was not even mine! The police refused to arrest them or even to make them vacate. What can I do? HELP!

**Answer One:** This is a type of eviction known as a "Forcible Detainer". You need to first serve a Five Day Notice to Quit and then proceed by way of a lawsuit. Please be aware that the time period for this eviction is no longer than the time period for a regular eviction.

**Question Two:** I have a tenant who is requesting my permission to have a dog. I really do not want to authorize a dog in my building. This tenant reminded me that another long term resident has a dog and therefore, it would be discriminatory to prevent her from having a pet. Is this true?

**Answer Two:** This would not be considered discrimination. You have the right to set the policy for your building. The fact that another tenant has a dog does not prevent you from restricting future pets in the building.

**Question Three:** I have a rent controlled building in Los Angeles. I have owned the building for only a few months. Some of the tenants do not have a security deposit. May I request that they pay a small security deposit at this time?

**Answer Three:** Unfortunately, this would not be permissible under the rules relating to Rent Stabilization for the City of Los Angeles. No security deposit can be requested. You can, however, increase an existing security deposit the same percentage that you can increase the rent. Currently, landlords are permitted a 4% rent increase per year. You are also permitted to increase the security deposit, at the same time, a like percentage.

**Question Four:** Do I have to pay interest on security deposits? My tenant is demanding that I pay him immediately.

**Answer Four:** If you are not in a rent controlled area, no interest on security deposit need be paid to the tenant. In a Los Angeles rent controlled unit, interest does need to be paid on an annual basis. The rate for the year 2005 was 1.21%. For 2006 the current rate is 1.74%. If you put the security deposit in a non-interest bearing account, no interest need be paid. You would have to show proof of this to your tenant. Another way to avoid this interest would be to include the following paragraph in your rental agreement:

*"If the premises are located in a jurisdiction, which requires interest on security deposits, then the rental amount stated in this lease is increased by the same amount of interest that would have to be paid by the LANDLORD to the TENANT."* **This paragraph HAS NOT been tested. Use it at your own risk!**

**Question 5:** I have a tenant who has vacated, leaving a stranger in his unit. I do not even know this person's name. I have asked him to leave but he refuses. What action needs to be taken?

**Answer 5:** Assuming you have a rental agreement with the original tenant, this would be a violation of that agreement. Your tenant, while not occupying the unit, is still legally in possession. When a tenant vacates a unit, he cannot leave a person remaining in the unit.

As such, he is still responsible. In this case a Notice to Perform or Quit should be served. The notice should require your tenant to remove the unauthorized tenant within three days. If the person remains, an eviction action should be filed.

**Question 6:** I have a tenant that smokes on her own balcony. I am getting complaints from a next-door tenant who claims that the smoke is getting into his apartment. This is a rent controlled building and there is nothing in the rental agreement that prohibits the smoking of cigarettes. Should I take any action and could I be held liable?

**Answer 6:** I do not believe that you could be held liable in this type of a situation. You might want to suggest to the offending tenant to smoke in a different location. You might also tell the complaining tenant to keep her windows closed on that side of the unit.

**Question 7:** My tenant vacated his unit leaving many items of furniture and personal effects. I have no idea if the tenant plans to come back for these items. Can I just toss them away?

**Answer 7:** You cannot just throw away your tenant's belongings. You must go through a procedure that deals with abandonment of personal property. This is a form that you can obtain from the AOA. The form is called "Notice of Right to Reclaim Abandon Personal Property". It requires that you inventory the items and send it to the tenant's last known address along with this form. If the total cost of the items is less than \$300, you may toss the items away after 18 days. If \$300 or more, a public auction would have to be held.

**Question 8:** I have a rent controlled building with very low rents. I would love to be able to raise the rent to market level. Do you have any suggestions?

**Answer 8: Yes! That famous attorney, radio host, and lecturer, Dennis Block, will be giving a seminar at the Los Angeles Convention Center on September 21, 2006. The topic will be "How to Beat Rent Control". Be sure to bring your note pad. Come early and all attendees who sit in the front row will be given the Dennis Block, DVD. (Please, no pushing!)**

*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](http://www.evict123.com). Don't miss his Landlord/Tenant Radio Show, every Thursday at 9:30 p.m., KRLA 870 AM.*