

### Question 1

I served a notice to my tenant that I would be entering the unit in order to fix a garbage disposal. When I attempted to use my key, it would not work. The tenant had changed the locks. What can be done in this type of situation.

### Answer 1

If you have served a proper notice to enter, you have the right to engage the services of a locksmith to open the door. You should not change the lock, just have the door opened. You should next examine your rental agreement. Most rental agreements prohibit making alterations to the premises without the landlord's written consent. The changing of the lock would be considered an alteration. You could serve your tenant with a "3-Day Notice to Perform or Quit". If the tenant does not supply you with a key, within the 3-day period, that would be grounds for eviction.

### Question 2

I have a rent control unit in Los Angeles. My tenants are informing me that I need to pay yearly interest on their security deposits. Is this true and is there anyway around paying interest?

### Answer 2

Landlords are required to pay interest on security deposits pursuant to the Rent Stabilization Ordinance for the City of Los Angeles. The interest rate is set by the rent board each year. You can avoid paying interest by holding your deposits in a non-interest bearing account. You would need to show proof of said bank account.

### Question 3

I want to send a "3-Day Notice To Pay Or Quit" to my tenant because she did not send a check for the full amount due. Do I cash the partial check and demand the rest in the "3-Day Notice To Pay Or Quit", or do I send the check back and ask for a new check for the full rental amount in the 3-Day Notice ?

### Answer 3

You can do it either way. If your motivation is to evict the tenant, I would send the partial payment back and issue a "3-Day Notice To Pay Or Quit" for the full amount of the rent.

### Question 4

I rented a one bedroom unit to a husband and wife and one child. I recently received an "Order to Comply" from the Los Angeles Housing Department. It appears that the unit is not legal in that it was converted from a two bedroom unit. This one unit was converted into a single and a one bedroom unit. I did not create this situation, in that I bought the building only last year.

### Answer 4

If you can combine the one bedroom unit with the single unit you would then be in compliance with the Los Angeles Housing Dept. You would not be able, however, to increase the rent to this family. If you are unable to do this, you will need to ask this family to move and pay relocation

fees. In this situation the family would be entitled to \$15,300 as they have not lived in the unit for 3 years. An application process needs to be completed with the City prior to serving any notice to your tenant.

#### Question 5

The complex I manage is pet-free. I have witnesses saying that they have seen a tenant having a dog in his unit. I have not seen this myself and therefore am lost as to what to do. How do I go about enforcing the no-pets rule without proof?

#### Answer 5

I would confront the tenant and ask if they are maintaining a dog on the property. Generally when you knock on a door, a dog will bark which will certainly answer the question. In addition, you could merely wait outside one morning to see if the dog is being taken out. If you determine that in fact a dog is being maintained on the premises, you should serve a "3-Day Notice To Perform Or Quit" which would give your tenant 3-days to remove the dog from the premises. If the dog remains, that would give rise to an eviction.

#### Question 5

I had completed an eviction case and was waiting for the Sheriff's office to complete the eviction. At the appointed day, the Sheriff's office refused to do the eviction stating that the tenant was too sick to be moved. What happens next?

#### Answer 5

This does happen in rare situations. The Sheriff's office cannot just toss the sick tenant onto the street. The Sheriff's office will contact Social Services and they will arrange for both offices to meet at your property on a future date. You should be informed shortly as to this new appointment.

#### Question 6

I supply a refrigerator with my apartment. My tenant has called and stated that it is not working and wants to replace the unit. On previous inspections, I noticed that my tenant has never taken care of the refrigerator. Am I now obligated to replace this unit?

#### Answer 6

If you supply a refrigerator, you must either fix the unit or have it replaced. If the refrigerator is self-defrosting, there really is no maintenance required for this appliance. The fact that the tenant did not clean the exterior or interior of this unit, would generally not cause it to stop working.

#### Question 7

I have a rent control unit in the City of Los Angeles. While the tenant pays the rent each month, the tenant has not occupied the property in years. The premises are just used for storage. This does not seem fair that I cannot get market rent when the property is not being used for a residence. Is there anything that I can do?

Answer 7

Most rental agreements have standard language that the premises must be used for residential purposes. If the premises are being used solely for storage, that could be grounds for an eviction action.

Question 8

I am selling a duplex that is under rent control. The buyer wants me to have one of the units vacated by the close of escrow. The building is under rent control. Under these circumstances do I have grounds to evict.

Answer 8

Under the rent control statute, this would not be grounds for eviction. Selling the property is not listed as one of the 11 grounds for eviction. You could enter into a voluntary vacate agreement with your tenant by offering the tenant relocation money to vacate the unit. Offering a tenant money to leave a unit, is perfectly legal. Obviously this agreement should be in writing and prepared by an attorney.