

Questions and Answers

Question 1:

My house is being sold so I gave my tenant a 30-day notice to vacate. He claims that there is a law that requires tenants to be served with a 60-day notice if the tenant has resided in the premises longer than one year. If I need to give this tenant another 30 days, I will lose the sale. What can I do?

Answer 1:

If your house has been in escrow for less than 120 days, you have the right to serve a 30-day notice to vacate. The current law requires a 60-day notice unless the house is in escrow and the new owner intends to live in the house.

Question 2:

I have a rent controlled unit. I rented to a man who has lived in the unit for five years. After the first two years, his girlfriend moved into the unit and I never objected to this additional occupant. During the past three years, I have accepted rent from the girlfriend. Now, the man has moved out. I would like to charge market rent for the unit. Can I do this or am I restricted because of rent control?

Answer 2:

Under a California law known as Costa-Hawkins, you are allowed to raise the rent to market level in this situation. Since the girlfriend was not an original occupant, the law provides the right to raise the rent to market level, once all of the original occupants have vacated. The landlord is allowed a one-time rent increase. The fact that the landlord accepted rent from the girlfriend is not a bar to this rent increase.

Question 3:

I have a single family home that is located in the City of Los Angeles. In order to obtain more income, I partitioned the house so that I could rent out two separate units. I have now rented the property to two separate families. One family has stopped paying the rent. They claim that they are living in an illegal unit and that they do not have to pay any further rent. They claim that they are entitled to relocation money in the sum of \$8,550. How could this be true? They knew what they were renting.

Answer 3:

Your tenants, unfortunately, are correct. You have created an illegal unit. Under the provisions of the Los Angeles Housing Department, your tenants have no obligation to pay rent and the law requires you to pay them relocation funds. If they have dependent children, are over 62 years of age, or are handicapped the relocation fees are \$8,550. If they are not, then the relocation fees are \$3,450. This situation also arises when you attempt to make a boarding house without a proper permit. Landlords are advised not to rent out illegal units.

Question 4:

I am serving a 3-day notice to pay rent or quit. The form requires that I provide my tenant with an address to pay the rent. Is it permissible to provide my tenant with a post office box number?

Answer 4:

A post office box is a proper address to supply to the tenant. The only additional issue is determining when the rent is received. If you supply a physical address to the tenant, the rent must be received within the 3-day period. If the landlord supplies a P.O. Box to the tenant, the rent is deemed received based on the postmark on the envelope, regardless of when it actually arrives. For this reason, I recommend supplying the tenant with a physical address or a collection box on the property.

Question 5:

I understand that I can deduct cleaning costs from the security deposit. I usually have the manager do the cleaning for the unit. Can I deduct for this cleaning even though I have not hired an outside company to do the cleaning?

Answer 5:

Under the code, an owner may deduct for his own labor or the labor of his manager. You need to keep track of the hours and charge a reasonable hourly fee.

Question 6:

I have a vacant two-bedroom unit. I have a tenant who lives in a one-bedroom unit in the same building. She wants to apply for this vacant unit as she needs more space. I told her that I am not interested in renting to existing tenants. She stated that I have to allow her the opportunity to rent the unit or it would be discrimination. Do I have to allow her to rent the unit? She does have excellent credit.

Answer 6:

This is not a case of discrimination and you do not have to offer her the unit. Your choice, in not offering the unit to her, was based on economic reasons. If you rented the unit to this tenant, you would just be creating another vacancy. It is clear the reason why the unit is not being offered to her.

Question 7:

I would like to install video cameras in the common areas of the property. We have had a rash of vandalism and I want to protect my property. One tenant is complaining that this would be an invasion of privacy and states that he will file a lawsuit if I install these cameras. Do I have the right to install these cameras?

Answer 7:

This is not considered an invasion of privacy. Your tenant is merely trying to intimidate you from protecting your property. If your tenant filed a lawsuit, it would not be successful.

Question 8:

I have a five day grace period in my lease agreement. Do I have to wait five days before serving a Notice to Pay the Rent or Quit?

Answer 8:

The grace period is used as time period when a late charge would be imposed. This does not extend the due date for when rent is owed. If the rent is owed on the first, you may serve a Notice to Pay the Rent or Quit on the following day. The only exception would be if the due date is a Saturday, Sunday or legal holiday. In that situation, the tenant would have the following day to pay then rent and the Notice to Pay the Rent or Quit could be served on the next day.

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 Tuesday morning at 9:30 a.m., KTYM 1460 AM.