

## **Legal Questions & Answers**

**By Dennis P. Block, Attorney**

### **Question One:**

I recently bought a duplex in the City of Los Angeles, with the intent of moving into one of the units. I was shocked to find out that the City of Los Angeles has just raised the relocation fees that must be paid to tenants. Does this apply to "Owner Move-In" situations?

### **Answer One:**

The new law became effective April 11, 2007 and dramatically increases the relocation fees that must be paid. It applies to all cases where you are requesting a tenant to vacate in order for the owner or a family member to occupy the unit, to install a manager, or in the case of an illegal unit.

For "Eligible Tenants" the amount is \$6,810 if the tenant has lived in the unit less than three years and \$9,040 if the tenant has lived in the unit three years or more or if the tenant earns less than 80% of the average median income of California residents.

For "Qualified Tenants" the amount is \$14,850 if the tenant has lived in the unit less than three years and \$17,080 if the tenant has lived in the unit three years or more or if the tenant earns less than 80% of the average median income of California residents.

A "Qualified Tenant" is defined as a tenant 62 years of age or older, has dependant minor children or is handicapped.

### **Question Two:**

My building is under rent control and I purchased it less than one week ago. The lease that I inherited states "plumbing problems not caused by the negligent or intentional acts of the tenant are the responsibility of the landlord. It is further agreed between the parties that any stoppages of any kind are the tenant's responsibility and not that of the landlord". My tenant recently called and said his sink is backed up. Am I responsible?

### **Answer Two:**

Unless the tenant put something "unusual" in the drain that caused the stoppage, the landlord would be responsible for the repair. The civil code requires that the landlord maintain the plumbing.

### **Question Three:**

I have a rent controlled building in the City of Los Angeles. When does the new rent increase take effect for my building and how much is the increase?

**Answer Three:**

Effective July 1, 2007 the yearly increase has been raised to 5 %. It is also permissible to raise the security deposit by 5% at this same time.

**Question Four:**

I have a tenant who moved out on March 30, 2007. He left behind a day bed and a sofa (without cushions). I called him and he said I could throw it out but he has yet to put it in writing. I have no forwarding address to send him correspondence. How long must I hold on to these items before I dispose of them.

**Answer Four:**

You should comply with the laws relating to "abandoned personal property". There are forms that are available from the Apartment Owners Association. It requires that you itemize the personal property and mail the form to the tenant's last known address. In this case, it would be your unit as you do not know the forwarding address. If the tenant does not claim the furniture, you may dispose of it after 18 days, assuming the value is less than \$300. If the value is \$300 or more, you would be required to hold an auction and put notice of this auction in the newspaper.

**Question Five:**

We are in a 60 day escrow to purchase a single family residence that is currently occupied by a tenant. We are 30 days from closing and it appears that the seller is dragging his feet on evicting this person. The tenant is currently on a month to month agreement. We do not want the headaches associated with an "inherited tenant". What remedies are available to us if they do not resolve the issue?

**Answer Five:**

You have the option of not going forward with the purchase since the seller has not complied with the terms of the escrow. In addition, you could close the escrow and sue the seller for all costs associated with the removal of the tenant and additional losses sustained as a result of the fact that you could not occupy your new residence.

**Question Six:**

How do I respond to a tenant who is claiming that mildew in their bathroom is affecting their health? I immediately started repairs, upon the tenants notifying me.

**Answer Six:**

Your only concern should be to immediately rectify the problem. In most cases there would be no harmful effect to the occupants of the premises. It might be helpful to have an inspection done to establish that the unit has a safe environment.

**Question Seven:**

I bought an eight unit apartment building several years ago. The seller told me that the resident in Unit 6 did not have any security deposit. The tenant is now leaving and has shown me proof that he paid a \$1,000 security deposit. Am I liable to pay this sum to the tenant?

**Answer Seven:**

The law provides that any successor in interest is liable to return the security deposit. On that basis, you would be responsible. You do, however, have a cause of action against the seller of the property.

**Question Eight:**

I have a tenant who is snoring very loud. We believe he has sleep disorder. Three residents in the building are complaining that they cannot get to sleep. My question is how do we approach him without getting into any legal problems.

**Answer Eight:**

All tenants are entitled to the peace and enjoyment of the property. You need to simply have a discussion with the tenant that the noise is disturbing other tenants. If the problem does not improve, there could be grounds for eviction.

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