

LIBRARY CASES TO SAVE YOU

[Abdallah vs United Savings Bank](#) (decided 3/96 CA 1 Dst.)
orders for relief from stay are effective and binding on date they are filed

[Abramson vs West Hollywood](#)
7 CA4 1121, 9 CR2 507(CA 2 Dst. 1992) rent increase under rent control city required to calculate rent increase to actual rent receipts ordinance specifically required calculation on gross income

[Abstract Inv. Co. vs Hutchinson,](#)
22 CR 309, 204 CA2 242(CA 2 Dst. 1962) court can inquire into equitable consideration in ud if race is an issue broad issue of title cannot be raised in ud

[Adler vs Elphick,](#) 229 CR 254, 184 CA3 642(CA 1 Dst. 1986)
damages for wrongful possession need not be limited to controlled rent level affirmative defense may be asserted in ud if go to issue of title or possession damages in ud collectible on tort theory or implied in law contract
CC 1091, 1351

[Apartment Association of Los Angeles County v. City of Los Angeles.](#)
136 Cal. App. 4th 119, 38 Cal.Rptr.3d 575)
California Civil Code § 1954.535 preempts LAMC 151.04.
Which allows a 90 day notice to terminate a Section 8 contract and the tenant must pay the full amount of the rent.

[Asuncion vs Superior Court,](#) 108 CA3 141, 166 CR 306(1980)
title acquired through fraud can delay ud fraud action may be consolidated with ud CCP 1161a(4)

[In Re: Ball,](#) 2 CA2 578(1934)
personal service if server is in reasonable distance of the defendant

[APRI Ins. Co. v. Sup. Ct. \(Schatteman\)](#) (1999)
76 CA 4th 176, 182, 90 CR2d 171,147; Witkin Summary of California Law § 17:90.5. Once judgment is entered, trial courts lose jurisdiction to set Aside or amend the judgment except in accordance with Statutory procedures e.g., on a motion for new trial or For JNOV

[Bank of The Bank of NY Mellon vs Preciado](#) (2013)
Cal. Rptr. 3d ---, 2013 WL 8116695
1. The declaration must establish that personal service was attempted. this can be done by stating that the tenants were not home or that no one of a suitable age was home when the process served posted the notice in a conspicuous place.
2. if there is a different trustee on the deed of trust then on the trustees deed, there should be evidence of the substitution of trustee that was recorded.

[Beverly Hills Properties vs Marcolino](#)
270 CR 605, 221 CA3 Supp. 7(Cal Super, 1990)
Attorney fees can be awarded by court even if No attorney fees paid attorney fees paragraph in contract

[Bevill vs Zoura,](#) 27 CA4 694, 32 CR2d 635(CA 4th Dst.1994)
rent notice can only go back one year tenant doesn't have to assert above as affirmative defense if defendant relies on facts not put directly in issue defendant must plead these facts as affirmative defenses CCP 430, 1161

[Billings vs Health Plan of America](#)
275 CR 80, 225 CA3 250(CA 2 Dst. 1990)
must have due diligence to set aside default court discretion as to facts and circumstance attorney neglect CCP 473

[Birkenfeld v. City of Berkeley](#)
17 Cal. 3d 129, 130 Cal. Rptr. 465 (1976) California statutory scheme of evictions preempts Procedural regulations of a local rent stabilization act. For example, Berkeley had a procedure to obtain a certificate before a tenant could be evicted. the court ruled that the procedural regulation was invalid and violated the statutory scheme of ccp §§ 1159- 1179(a).

Blumer vs Kirkman, 38 C2 480, 241 P2 17(CA 4 Dst. 1951)
 in absence of agreement to contrary debtor's
 duty to pay creditor at creditor place of residence
 tendering check doesn't by itself constitute payment
 payment effected when received at creditors office
 CC 1489

Brown vs Green, 35 CR2 598, 8 C4 812(Cal. 1994)
 commercial lease implied limitation on scope of lessees' burden
 as to compliance clause in lease, lessee new use means lessee
 liable for new compliance requirements longer lease means more lessee liability

In the Matter of Buttonwood Securities, Inc. (Bankruptcy Court)
 349 F. Supp. 273 (1972)
 The common law rule that rent does not accrue on a day to day basis,
 but falls due in full on the agreed date without apportionment.
 There is an exception to this rule in a bankruptcy proceeding. If
 one files bankruptcy, the trustee must pay administrative rent
 while the unit is actually being occupied. However, if it is
 used as storage then a percentage of the rent shall be charged.

Buck vs Morrossis, 250 P2d 270, 114 CA2 461
 Cal. App. 1st Dst. 1952)
 in UD court can strike untimely demurrer
 subtenant right to possession terminates with lessor's
 leased term no notice needed to end fixed term of subtenant
 CCP 1167 1169 1170

Cal-American Income Property Fund IV vs Ho
 161 CA3 583, 207 CR 532(1984)
 property tax and cam fees are not rent
 need specific lease agreement that are rent
 CCP 1161, 1161(2), 1161(3)

Canal-Randolph Anaheim Inc. vs Wilkoski
 78 CA3 477, 144 CR 474(1978) **STOP - SHEPARDS**
 commercial case attorney fees and costs
 late charges and interest allowed on 3-day notice if the
 rental agreement defines late charges as "additional
 rent". Attorney fees only against the parties signing the
 lease.Court can enter judgment different from announced
 judgment CC 1670, 1671 CCP 1161

Cardenas vs Noren(Montero),
 235 CA3d 1344, 1 CR2 367(CA 6 Dst. 1991)
 tenant denied reinstatement after sheriff lock
 tenant should have filed prejudgment claim not writ
 or mandate to sheriff

Carma Developers vs Marathon Development
 2 CA4 342, 6 CR2 467(1992)
 recapture clause valid in commercial lease if tenant
 wants to assign or sublet
 LL can refuse to allow sublet or assignment
 CC 711, 1951.4, 1995.260, 1995.270

Castle Park No. 5 vs Katherine
 154 CR 498, 91 CA3 Supp 6(1979)
 five day summons used only on ud
 additional relief requires a thirty day summons
 possession needed for five day summons
 no notice needed if tenant holds over after expiration
 of his term
 CC 1946
 CCP 1161, 1174
 see Gochicoa vs Martinez

Cavanaugh vs High, 128 CA2 714, 6 CR 525(CA 2 Dst. 1960)
 T(former owner) deeded to Landlord in lieu of
 foreclosure w/option to repurchase
 no money paid on option then LL/T relationship
 ud proper
 money judgment till day of trial
 CCP 1161

Chan vs Antepenko,203 CA3 Supp 21, 250 CR 851(1988)
 San Francisco case
 discharged employee who received apt. as compensation
 is license and thus no rent ordinance protection

Chinese Hospital Foundation Fund vs Patterson
 81 CR 795, 1 CA3 627(CA 1 st Dst. 1969)
 not necessary to serve notice on sub-tenants if
 tenants served
 ud doesn't preclude ejectment relief
 landlord direct collection of rent from subtenants

does not constitute constructive eviction
of tenant

CCP 1161, 1162

Childs vs Eltine,

29 CA3 843, 105 CR 864(CA 4 Dst. 1973)
landlord must strictly comply with statutory
procedures
commercial case
tenant sought declaratory relief as to non-base
rent assessment
ud goes forward without consolidation of actions
declaratory relief would be collateral estoppel
rather than bar to ud action

CCP 916, 017, 1060,1062(a),1161,1167.3,1167.5,1176,1179a

Chumash Hill Properties vs Peram,

39 CA4 1226, 46 CR2 366(CA 2 Dst. 1995)
sublease can continue in possession after bk
non disturbance clause in primary lease means sublease
can remain in possession even after BK

Cinnamon Square Shopping Center vs Meadowlark Enterprises

24 CA4 1837, 30 CR2 697(CA 4 Dst. 1994)
without 1161.1 notice commercial tenants must
be given for exact amount

CCP 1161.1

Cirimele vs Shinazy(First case)

268 P2 210, 124 CA2 46(CA 1 Dst. 1954)
tenant paid less than rent due and landlord accepted
lower amount is oral contract for those months only
and not for unpaid months

Cirimele vs Shinazy(Second case)

285 P2 311, 134 CA2 50(CA 1 Dst. 1955)
attorney fees for ud appeal
reasonable compensation not necessarily gauged by
actual legal services rendered

Cisneros vs Vueve, 37 CA4 906, 44 CR2 682(CA 1 Dst. 1995)

default or default judgment vacated if attorney error
unless default entered prior to attorney being retained
then attorney error is not automatic excuse CCP 473

City of Bakersfield v Miller

48 CR 889(1966) **STOP - SHEPARDS**
judicial discretion as to whether nuisance is
sufficient for nuisance abatement

City of Long Beach vs Sup. Crt. of LA County 134 CR 468, 64 CA3 65

CA 2 Dst. 1976)work product privilege must be proven by party
claiming decided on a case by case basis identity of non-expert
witness before trial violates work product privilege CCP 2016(b)

Cobb v. San Francisco Residential Rent Stabilization ...

98 Cal. App 4th, 345 (2002)
Costa Hawkins Case - Property under San Francisco RSO. Tenant's
mother started residing in unit in 1984. Tenant started residing
in unit in 1996. The mother left in 1998 and the landlord raised
the rent to \$600 and began accepting rent from tenant. In 1999,
landlord notified the tenant that the rent would be increased to
\$1500 based upon Costa Hawkins (original tenant vacated). The court
ruled that the tenant was an existing tenant when the landlord
notified him of the rent increase, and had no authority to raise
the rent.

Cohen vs Superior Court, 56 CR 813, 248 CA2 551(1967)

landlord granted writ of mandate for actual precedence
on pretrial calendar tenant failed to remove equipment
after returning keys tenant considered in possession
because of equipment landlord must accept keys with
intent of retaking immediate possession
CCP 1179

Colyear vs Tobriner, 62 P2 741(1936)

mailed notice deemed served

Corns vs Miller, 181 CA3 195, 226 CR 247(CA 4 Dst. 1986)

sanctions against attorney for failure to comply
w/motion to compel
attorney must prove defendants failed to obey
motion for reconsideration

CCP 1008, 2034

Cornwall vs B of A, 224 CA3 995, 274 CR 322(1990)

check is conditional payment until it clears
mere mailing of payment doesn't distinguish
obligation
failure to pay on instrument revives obligation

CC 1476

Covina Manor vs Hatch

133 CA2 Supp. 790, 284 P2d 580(1955)
tenancy at will is right to possession
as long as both parties agree
tenancy at will where no rent paid and
no time agreed upon

CCP 1161.1

Crib Retaining Walls, Inc. vs NBS/Lowry Inc.

47 Cal. App. 4th 86, 54 Cal. Rptr. 2d 850 (1996)
cross defendants entitled to recovery of costs
as prevailing party following cross
complaint dismissal

CCP 1032(a) (4)

Culver Center Partners East #1, L.P. v. Baja Fresh Westlake Village, Inc.

185 Cal. App. 4th 744, 110 Cal. Rptr 3d 833 (2010)
1) Email notice in a commercial tenancy must be sent to the address
specified in the contract and cannot deviate in any way.
2) Tenant's actual receipt of an email notice to quit does not
cure the deficiency in service in a commercial case.

Curtin vs Koskey, 282 CR 706, 231 CA3 873(CA 1 Dst. 1991)

motion for reconsideration must be heard by original
judge

CCP 583.30, 1008

Custom Parking Inc. vs Superior Court of Marin County

138 CA3 90, 187 CR 674(CA 1 Dst. 1982)
retaliatory eviction defense valid in commercial

D & J, Inc. V. Ferro Corp., 176 CA 3d 1191, 1194 (1986)

Rutter Group, Civil Procedure Before Trial 11:39.4
Any dismissal entered on plaintiff's motion or request
Or on stipulation of the parties, before or during trial,
is "voluntary" within the meaning of CC § 1717 and
prevents an attorney fee award. [court granted
Plaintiff's motion to dismiss with prejudice during trial]

D'Amica vs Riedel, 95 CA2d 6, 212 P2d 52(CA 1 Dst. 1950)

collateral defenses not allowed in ud
can be raised if possession not an issue
agreed rent if evidence of rental value
ud is not contract action but for possession and
damages from unlawful Detainer

Deal vs Municipal Court,

204 CR 79, 157 CA3 991(CA 2 Dst.1984)
five day summons proper
not denial of due process

CCP 1167

Desatnick Management Co., Inc. V Bullock

221 CA 3d Supp. 13, 19, 270 CR 600, 604 (1990)
Tenant or landlord's death or incapacity automatically
terminates an "at-will" or month to month tenancy.
Notice of a month to month tenant's death effectively
terminates the tenancy as of the 30th day following the
tenants last payment of rent before the death. No
additional 30/60 day notice is required.

CC Section 1934

Desert Plaza Partnership vs Waddell

225 CR 775, 180 CA3 805(1986)
lessor's forfeiture of lease in ud doesn't relieve
lessee of lease obligations

CC 1951.2

Davidson vs Quinn, 188 CR 421, 138 CA3 Supp 9(1982)

three full days to cure breach

Delta Imports, Inc. vs Muni Court

194 CR 685, 146 CA3 1033(CA 2 Dst. 1983)
 if underlying complaint fails to state cause of action
 for ud, then five summons is improper and motion
 to quash is proper
 complaint must allege compliance with
 notice requirement

CCP 418.10, 1161, 1166, 1167

Devlin vs Kearny, 155 CA3 381, 202 CR 204(CA 4 Dst.1984)

defaulted defendant rights are terminated as to
 affirmative steps unless default vacated or set
 aside
 defaulted defendant cannot participate as to
 money judgment hearing

CCP 425.10, 425.11

Dover Mobile Estates vs Fiber Form Products

220 CA3 1494, 270 CR 183(CA 6 Dst. 1990)
 foreclosure sale extinguishes lease that is
 subordinate to deed of trust
 tenant under extinguished lease becomes a month
 to month tenancy

CC 1944,1946

Duchrow v. Forrest (2013)

215 Cal. App 4th 1359, 1378, 156 Cal Rptr. 3d 194, 209
 In a civil case, amendments of pleadings to conform to the
 proofs should not be allowed when they raise new issues not
 included in the original pleadings and upon which the adverse
 party had not opportunity to defend.

EDC Associates, Ltd. vs Gutierrez

200 CR 333, 153 CA3 167(1984)
 waiver if lessor accepts rent with knowledge of breach
 lessor must show rent not yet negotiated or took
 action to insure no waiver

Ellis vs Title Insurance, 227 CA2 204, 38 CR 605(1964)

(Dst. Court of Appeals, 4th District)
 tenant liable for taxes as part of costs & expenses
 under lease

E.S. Bills, Inc. vs Tzucanow

38 C3 824, 215 CR 278, 700 P2 1280(CA 4 Dst. 1985)
 action between service station and petroleum
 distribution owner
 issues extrinsic to possessory rights generally
 excluded even though they otherwise arise
 out of subject matter of action

Executive Landscape Corp. vs San Vicente County Villas IV

145 CA3 496, 193 CR 377(1983)
 demurrers
 all facts pleaded in complaint must be accepted
 as true
 tests pleadings only and not evidence or
 extrinsic matters(even if attached as
 exhibits to demurrer) except matters
 of judicial notice

Fifth & Broadway Partnership vs KIMNY

102 CA3 195, 162 CR 271(CA 2 Dst. 1980)
 court discretion to allow complaint to be amended
 to add party
 ud statutory proceedings and governed by provisions
 creating it
 can contract for longer notice period
 sub lessee bound by terms/conditions of original lease
 treble damages proper if notice pleaded and proved

CCP 473, 1161,1161(2),1174

Fish Construction Co. vs Moselle Coach Works

196 CR 174, 148 CA3 654(CA 2 Dst. 1984)
 no habitability in commercial ud
 separate action for lessee to recover
 keys and possession returned before ud trials
 case becomes civil action

CC 1952.3

Freeze vs Brinson, 3 CA4 Supp.1, 5 CR2 227(1991)

unclean and unsanitary conditions of tenants apt.
does not constitute waste for ud

CCP 1161, 1172

Friedman vs Isenbruck,

111 CA2 326, 244 P2 718(CA 1 Dst. 1952)
covenant to repair leased premises does not
include obligation to rebuild structure
destroyed by someone other than lessee
prepayment of rent is refundable if constructive
eviction takes place under theory of unjust
enrichment

CC 1933

Gabor vs Cox, 26 CA4 Supp 16, 31 CR2 925(1994)

rental unit in SFR is exception to LA
city rent ordinance

General Electric Co. vs Central Surety & Insurance Corp.

232 CA2 590, 43 CR 48(CA 1 Dst. 1965)
payments in particular account is credited to earliest
amount due in account

CC 1479

Getz vs City of West Hollywood,

233 CA3 625, 284 CR 631(CA 2 Dst. 1991)
landlord acceptance of rent from roommate
creates tenancy protected by rent ordinance
tenancy created by formal contract, consent
or rent acceptance

CC 1940, 1947.8

CCP 1094.5

Girard vs Delta Towers Joint Venture

20 CA4 1741, 26 CR2 102(CA 2 Dst. 1994)
commercial lease
no duty to disclose tenant's sub lessee's sublet of
different suite in building
no fiduciary relationship between LL/T because of
equal bargaining power

Givono vs Santa Monica,

234 CA3 394, 285 CR 567(CA 1 Dst. 1991)
base rent established for rent control
first time premises rented under ordinance

Glaser vs Meyers, 137 CA3 770, 187 CR 242(1983)

can amend complaint to conform to proof

CC 1173

Glasier vs Clinical Data, Inc.

Tenant liable for remedying code violations
from sub-tenant

Gochicoa vs Martinez(consolidated with Castle Park #5

vs Katherine

Granberry vs Islay Investments,

9 C4 738, 38 CR2d 650(1995)
landlord who in good faith, failed to comply with
CC 1950.5 can still assert set off
defense to recover unpaid rent & damages, etc.

CC 1950.5

Green vs Superior Court (looking at shepards, it appears that this is still good law.)

10 C3 616, 111 CR 704(1974)
common law implied warrant of habitability is defense
court discretion to reduce for habitability and
give pay and stay

Greene vs Municipal Court for Inglewood

151 CR 139, 51 CA3 446(CA 2dst 1975)
land sales contract
contract stated if default occurred
seller could retain amount paid as rent and
get immediate possession
UD improper because no LL/T relationship

Groh vs Kover's Bull Pen.

221 CA2 611, 34 CR 637(CA 2 Dst. 1963)
 constructive eviction if deprived of premises
 use for substantial periods

CC 1942

Gross vs Superior Court

217 CR 284, 171 CA3 265(CA 1 Dst. 1985)
 foreclosure doesn't preempt tenants rights under
 rent control ordinance
 foreclosure purchaser subject to rent ordinance

CC 1942
 CCP 1161a

Gruzen vs Henry

84 CA3 515, 148 CR 573(1978)
 illegal premises: can regain possession but no \$
 3% is deminitis amount in notice

Hadian vs Schwartz 35 CR2 589, 8 C4 836(Cal. 1994)

commercial case
 lessor made seismic repairs
 lessee not automatically liable under lease compliance
 clause
 if compliance order outside scope of lease use
 lessor may be liable

Hamilton vs Gage Bowl, 6 CA4 1706, 8 CR2 819(CA 2 Dst.1992)

lack of premises controls limits
 liability for dangerous conditions

Heather Farms Homeowners Assoc vs Robinson

21 CA4 1568, 26 CR2 758(CA 1 Dst. 1994)
 dismissal w/out prejudice pursuant to settlement
 doesn't entitle defendant to attorney fees
 as prevailing party

CC 1354

Hernandez vs Modesto Portuguese Pentecost Association

48 CR2d 229, 40 CA4 1274(1995)
 LL isn't liable for sale of alcohol to drunken minor
 by association that rents building

High v. Cavanaugh

205 Cal 2d. 495, 498-499; 23 CR 121 (1962)
 Issue of title ordinarily cannot be raised in an
 unlawful detainer action. If raised is subject
 To a motion to strike. There are two exceptions:
 quiet title and foreclosure actions.

Highland Plastics vs Enders,

109 CA3 Supp 1, 167 CR 353(1980)
 no due diligence needed for post & mail of notice
 no extension for five days under CC for mailing
 waiver of breach of covenant if rent accepted
 with full knowledge of breach
 mere tender of rent does not mean automatic waiver
 rent accepted must go beyond period in notice

Hinson vs Delis, STOP - SHEPARDS

102 CR 661, 26 CA3 62(CA 1 dst 1972)
 lease agreement contains implied warranty of
 habitability
 tenant obligated to make rental payments
 after LL made premises habitable

Honeybaked Hams vs Dickens, STOP - SHEPARDS

37 CA4 421, 43 CR2d 595(CA 3 Dst.1995)
 attorney fees even if pretrial dismissal
 if lease states fees whether or not action
 prosecuted to judgment

CC 1717
 CCP 1021

Hozz vs Lewis, 263 CR 577, 215 CR3 314 (CA 1 Dst.1989)

can use post and mail for service of notice
 no reasonable diligence needed for personal service
 can use p/m if noone home and no business address

CC 1162

Hsu vs Abbara, 9 C4 863, 39 CR2d 824(1995)

attorney fees awarded as matter of law to
 defendant as prevailing party if
 defendant wins

court cannot deny fees based on equitable consideration

CC 1717

[Ilkhchoovi vs Best](#), 37 CA4 395, 45 CR2 766(CA 4 Dst.1995)
 commercial landlord can prohibit lease assignment
 w/o landlord approval
 approval cannot be unreasonably w/held except for a
 commercially reasonable objection(credit rating)
 profit sharing clause in commercial lease not automatic
 to landlord and may be unconscionable
 appreciated rent on assignment goes to master tenant
 not landlord

CC 1670.5, 1995.240, 3294

[In Re: Jacobs](#), 128 CA3 273, 180 CR 234(CA 4 Dst. 1982)
 stipulation set aside

CCP 473

[In Re: Bebensee-Wong](#) 248 BR 820, 822 (9th Cir, BAP 2000)
 Green & Asimow, California Practice Guide: Real Property Transactions
 Section 6:535.10-6:535.12
 Civil Code Section 2924h(c)
 The sale of a foreclosed property is deemed perfected as of 8:00 am
 on the date of the sale provided the trustee's deed is
 Recorded within 15 calendar days after the sale.

[Johnson vs Sanches](#), 56 CA2d 115(1942)
 three day notice amount cannot exceed amount due
 CCP 1161

[Jue vs Patton](#), **STOP - SHEPARDS**
 33 CA4 456, 39 CR2d 364(CA 1 Dst. 1995)
 pretrial dismissal means all parties bear their own
 attorney fees

[Julian vs Gold](#),
 3 P2 1009, 214 CA 74, 3 P2 1009(1931)
 landlord who accepts, without objection, monthly rent
 less than specified lease amount, estopped from
 recovering difference
 oral agreement can be modification of written
 agreement without consideration

CCP 2076

[Karz vs Mecham](#), 120 CA3 Supp. 1, 174 CR 310(1981)
 LA case
 discharged person is tenant at sufferance and thus
 not entitled to any notice
 tenant who receives apt. as part of compensation has no
 right to continue in possession when terminated

CC 1946, 1952.3

[Kavanau vs Santa Monica Rent Control Board](#)
 19 CA4 730, 23 CR2 724(CA 2 Dst. 1993)
 landlord is entitled to rental increase without
 deduction for unconstitutionally applied
 rental cap

[KFC Western vs Meghria](#), 23 CA4 1167, 28 CR2d 676(1994)
 continuing nuisance

CC 3493
 CCP 338

King v. Connolly 44 C 236, 238 (1872)
 Even though the description is erroneous in part, the
 Court will hold the notice to be fatally defective only
 if the tenant shows that the mistake ACTUALLY misled
 the tenant to the tenant's serious detriment.
 If a notice describes the wrong property (e.g. states
 The wrong address or wrong apartment number) should
 be considered incurably defective, thus subjecting the
 Action to a motion to quash general demurrer, or
 Summary judgment in the tenant's favor.

[Kingston vs Colburn](#),
 139 CA2 623, 293 P2 805 (CA 2 Dst.1956)
 lease which is void or defective under statute of
 frauds becomes month to month tenancy

expiration date of notice irrelevant if correct
amount of days pass before action commences

CC 1946

Kirk Corporation vs First American Title

220 CA3 785, 270 CR 24(CA 3 Dst. 1990)
sale of real property during unexpired lease
term grants all right of original
lessor to grantee under operation of law unless
grantor expressly reserves rights under lease
then grantee not landlord by operation of law
commercial case

Knight vs Hallsthammar, 29 C3 46, 171 CR 707(1981)

landlord has duty of habitability whether tenant
aware of defects or not
reasonable repair time not issue
unhabitable conditions from former owner
still affirmative defense

CC 823, 1941, 1942

Knowles vs Robinson,

60 Cal.2d 620, 36 CR 33, 387 P.2d 833(1963)
no cross complaint in ud action

Kreling v. Walsh

77 Cal. App. 2d 821, 176 P. 2d 965 (1947)
CC § 1933(2) and TRG/Landlord Tenant Law § 7:97
A tenancy may be terminated by mutual consent of
Landlord and Tenant (A VVA is valid and not
part of rent control because there is no longer
a tenancy.)

Krongos vs Pacific Gas & Electric,

7 CA4 387, 9 CR2 124(CA 1 dst 1992)
landlord has duty to protect against hazard of
high voltage lines

Lamanna vs Vognar, 29 C3 46, 22 CR2d 501(Cal. Supp.1993)

third day of notice cannot be on holiday

CCP 1161

Landeros vs Pankey, 39 CA4 1167, 46 CR2 165(CA 2 Dst.1995)

tenant can sue for damages even if he enters stip
must have specific language for no future actions

Lawrence vs Woolworth, 63 C2 119, 45 CR 140(1965)

tenant liable for tax increase on improvements
made by tenant if improvements are removable
taxes not in lease

League of Women Voters vs Eu,

7 CA4 649, 9 CR2 416(CA 3 Dst. 1992)
counsel can verify complaint if client out of county
facts maybe stated on information and belief of
attorney
if no allegation of counsel's bad faith, claim of
inadequate verification is without merit

Lee vs Baca

73 Cal. App. 4th 1116; 86 Cal. Rptr. 2d 913 (CA 2 Dst. 1999)
Under California law, a tenant has no legal or equitable interest
in rented property once a judgment for possession has been entered
in favor of the landlord. Post judgment bankruptcy has no effect
due to above and CCP § 715.050.

Lee vs Placer Title Co.,

28 CA4 503, 33 CR2 572(CA 3 Dst.1994)
no-termination provision because of landlord
default in lease bars tenant
from asserting constructive eviction defense
tenant has right to use and enjoy premises
for purpose contemplated by tenancy
commercial lease can be modified or waived
for quiet enjoyment

CC 1927, 3268

CCP 1012, 1013

Lehr vs Crosby, 123 CA3 Supp. 1, 177 CR 96(1981)

service on minor may be proper
server's discretion as to "suitable age"
court discretion to decide habitability reduction
amount agreed to by parties is evidence of rental

value for damages

CC 1161, 1162, 1174

Leslie G. vs Perry & Associates

50 CR2 785(1996)
failure to establish causation defeats tenants
negligence claim against LL based on
third party assault

Levy vs Superior Court, 10 CA4 578, 41 CR2 878(1995)

stipulation signed by attorney and not the party
is not enforceable

CCP 664.6

Linnard v. Sonnenschein, 94 Cal. App. 729 (1928)

A valid lease requires: 1) a defined period; 2) a sufficient description of the premises;
3) an agreed amount of rent; and 4) time and manner of payment.

Lisa P. vs Bingham, **STOP - SHEPARDS (ordered Not Published)**

43 CA4 372, 50 CR2 646(CA 1 dst. 1996)
high degree of foreseeability of criminal assaults
increases duty of care
case order not published

Little vs Sanchez, 166 CA3 501, 213 CR 297(1985)

stip must be signed in court if defendant has
no attorney
judgment not based on valid waiver of defendant's
due process is voidable at any time

Lloyd vs Murphy, 153 P2 47, 25 C2 48(Cal. 1944)

commercial case
commercial frustration depends on total or nearly total
destruction
cause of frustration must not be reasonably foreseeable
frustration is not same as impossibility of performance

CC 1511

Lopez vs Superior Crt.(Freidman Bros Ins. Co.)

45 CA 4 705, 52 CR2 821(CA 2 dst. 1996)
commercial case
LL must inspect and maintain safe conditions on
leased premises
LL aware of public entry on premises
Premises must be safe at each lease renewal

Lucas vs Pollack, 7 CA4 668, 8 CR2 918(CA 4 Dst. 1992)

no duty to protect trespassers

Lynch & Freytag vs Cooper

218 CA3 603, 267 CR 189(1990)
ud can co-exist with other causes of actions
if not summary proceedings for possession
can proceed for money on civil calendar and do
cross-complaint/amend/etc.
can convert ud to ordinary civil action, even if tenant
is to remain in possession, for damages

CC 1952.3

CCP 1161

Mangini vs Aerojet-General Corp., **STOP - SHEPARDS**

230 CA3 1125,281 CR 287(CA 3 Dst. 1991)
continuing nuisance//public nuisance

CC 3479, 3493

Mariners Bay Co. vs DMV,

229 CA3 808, 280 CR 292(CA 2 Dst.1991)
marina boat slips evictions --boaters lien law
precedence over civil code
may use ud to regain possession of marina boat slip
Boater Lien Law over CC as to disposition of personal
property

Marvell vs Marina Pizzeria, 155 CA3 Supp.1, 202 CR 818(1984)

landlord sold leasehold interest
tenant bought
escrow agreement for tenant to rebuy premises
no payments ever made
ud improper need ejectment action because no
LL/T relationship

Medina vs Hillshore Partners,

40 CA4 477, 46 CR2 871(CA 2 Dst.1995)
 landlord has no duty to protect members of public
 from gang members who congregate around complex
 and assault individuals on adjacent public street

CC 1714

Mehr vs Superior Court

189 CR 138, 139 CA3 1044(CA 1 Dst. 1983)
 allows a writ of mandate to stay execution pending
 appeal on ud based on foreclosure sale
 ud not vehicle for fraud issues as to title

In Re Melaine E. Lomax, 96 DJ D.A.R. 6877(6/17/96)

Mid Wilshire Associates vs Melaine E. Lomax
 BK No. LA94-48523

LL election to terminate lease is acceptance
 of debtors surrender offer and triggers
 damages limitation

Mendiondo vs Greitman, 93 cal. App. 2d 765, 209 P2 817(1979)

giving or acceptance of check doesn't constitute
 payments till check is cleared
 acceptance of check doesn't raise presumption
 payment accepted

Minelian vs Manzella,

263 CR 597, 215 CA3 457(CA 2 Dst. 1989)
 Santa Monica case
 no statute of limitations applies when excess
 rent that was paid is used as affirmative
 defense in ud action
 affirmative defense is equitable in nature

CC 1947.7

CCP 338

Mlevnek v. Headquarters Companies

165 Cal. App. 3d 1133 (1984)
 Binding arbitration clauses are valid in a
 Commercial lease.
 (Note: Not valid in a residential lease because
 it denies the parties the right to a jury trial)

Mobile Oil vs Superior Court of LA

145 CR 17, 79 CA3 486(CA 2 Dst. 1978)
 commercial case
 order staying writ in ud because
 constitutes abuse of discretion by
 trial court because it destroys
 statutory summary proceedings
 peremptory writ of mandate issued vacating order
 ud not tried with other causes

CC 3369

CCP 527 904.1 1062a 11799

Moradzedah vs Antonio, STOP - SHEPARDS

5 CA4 1289, 7 CR2 475d(CA 2 Dst.1992)
 material facts must be disclosed to
 prospective commercial tenants
 facts must make premises unsuitable for
 stated purpose of premises

Navrides vs Zurich Insurance, 5 C3 698, 97 CR 309(1971)

check must be cleared before it constitutes absolute
 payment
 conditional payment till check clears

Nork vs Pacific Coast Medical Enterprises

140 CR 734, 73 CA3 410(CA 4 Dst. 1977)
 rent can be offset only by rent overpayment
 ud defenses cannot be extrinsic to issue of possession
 tenant cannot question landlord title's to possession
 tenant cannot assert lease fraudulently entered because
 then tenant occupying the premises illegally
 See LANDLORD/TENANT by TRG Section 8:376

Nourafchan vs Miner,

169 CA3 746, 215 CR 450(CA 2 Dst.1985)
 Santa Monica case
 affirmative defense if excessive rent is paid

Noyes v. Habitation Resources, Inc. 49 Cal. App. 3d 910,
123 Cal. Rptr. 261 (1975) A creditor may require payment to be
in a certain form that is demanded by that creditor, i.e., money order or cashier's check. Case also refers to CCP 2076 and CC 1501
CCP 415.20,1159,1162,1179,1951

Occidental Real Estate Co. vs Gantner & Mattern

7 CA 727(1908)
court can vacate verdict on its own motion
must retender money within 3-day notice period

CC 1500
CCP 662,1161(2)

Ocean Services Corp vs Ventura Port District

15 CA4 1762, 19 CR2 750(CA 2 Dst. 1993)
commercial lease has implied duty of good faith and
fair dealing

Old National Financial Services, Inc. vs Seibert

194 CA3 460, 239 CR 728(1987)
separate fraud action as to title not litigated in UD
foreclosure sale beyond scope of ud
appeal not moot even is possession
no longer issue
court can make limited inquiry (deed of sale) into
title

CC 2924
CCP 1161a
(also see Asuncion)

Orozco v. Casimiro

121 Cal. App. 4th Supp. 7; 17 Cal. Rptr. 3d 175 (2004)
Late fees - both parties must agree that the amount of
late fees are extremely difficult to fix the actual damage and
the amount the parties agreed upon is presumed to represent
the amount of damage suffered by the breach.
Residential late fees are considered liquidated damages
under Civil Code § 1671.

The late fee must be either for damages or administrative
costs reasonably Related to collecting and accounting for
late payments.

Pacific Intermountains Express vs Alexander

23 CR 227, 205 CA2 640(CA 4 Dst. 1962)
tenant liable for taxes
latches as to lessee reformation with successor in
interest because cannot reform as to intent
as to original lease parties

CC 3329

Palm Property Investments v. Yadegar

194 Cal. App 4th 1419, 123 Cal. Rptr. 3d 816 (2011)
Tenants' denial that they had been served with a three-day notice
to pay rent or quit, in their verified answer in an U.D. action,
was not sufficient to overcome the presumption affecting the
burden of producing evidence of the facts stated in the
return of the registered process server. Evid. Code § 647.

The opponent of the fact bears the burden of producing or going
forward with evidence sufficient to overcome or rebut the presumed
fact. Merely, stating their response in the answer
(we were not served) does not rebut this presumption.

Peterson v. Super. Ct. (Banque Paribas)

10 C 4th 1185, 2015-1206, 43 Cal rptr 2d 836, 848-849 (1995)
Landlord/Tenant, The Rutter Group 3:35 et. al.
The implied warranty of habitability does not hold landlords accountable
for defects of which they were unaware and which would not have been
disclosed by a reasonable inspection. Thus, the landlord's actual or
constructive notice of the alleged uninhabitable condition is an
essential prerequisite to an actionable breach of warranty claim.

People vs Little, 143 CA3 Supp. 14, 192 CR 619(1983)

rent control supersedes foreclosure
purchaser of rent controlled property bound
by rent control ordinance

People vs Thompson, 43 CA4 1265, 51 CR2 334(CA 3 Dist. 1996)

LL had restraining order against T
T still has full rights to possession until legally
evicted
T has full possessory rights till voluntarily vacates
or is legally evicted

In Re Park: Steinberg vs Crossland Mortgage Corp.
automatic relief from stay allows mortgagee to

collect rents from real property w/out
foreclosure and sale

Petroleum Collections Incorporated vs Swords,

48 CA3 841, 122 CR 114(CA 5 Dst. 1975)
two choices as to constructive eviction:
must vacate to claim constructive eviction
or remain and seek injunction
implied covenant of quiet enjoyment in every lease

Plaza Freeway Limited Partnership v. First Mountain Bank

81 Cal. App. 4th 616, 96 Cal. Rptr 2d. 86 (2000)
1) An estoppel certificate that a commercial tenant signed
upon landlord's purchase of the premises constituted a
written "instrument" within the conclusive presumption of
Evidence Code 622 that the facts recited in the written instrument
are true between parties or their successors, and

2) tenant was estopped to deny the termination date set forth in
the certificate (all terms in the estoppel certificate is presumed to
be true).
See Evidence Code §§ 622 and 623. Also see TRG Landlord/Tenant § 2:503
2:503.1.

Portillo vs Aiassa, 27 CA4 1128, 32 CR2 755(CA 6 Dst.1994)

commercial property
landlord has duty to of reasonable care and to inspect
should remove or restrain tenant dangerous dog

Provouskivitz vs Snow,

141 CR 531, 74 CA3 554(CA 2 dst. 1977)
LL/T relationship needed under lease for UD
land sales contract is not a lease

R-Ranch Market #2, Inc. vs Alpha Beta Acme Markets

16 CA4 1323, 21 CR2 21(CA 4 Dst.1993)
foreclosure vs amendments to lease
assignment valid against foreclosure
foreclosure wipes out all claims subordinate
to deed of trust, but is subject to prior
rights and claims

Republic Bank vs Marine National Bank,

45 CA4 919, 53 CR2 90(CA 4 dst. 1996)
commercial case
attorney fee clause in master lease can be
incorporated by reference into sublease
even if no attorney fee clause in
sublease

Resolution Trust Corporation vs Rossmoor Corporation

34 CA4 93, 40 CR2 328(CA 4 Dst.1995)
gas station leaks
landlord not liable for nuisance unless landlord
active or negligent in causing leases

Richard vs Degen & Brody, STOP - SHEPARDS

181 CA2 289, 5 CR 263(CA 2 Dst. 1960)
attorney fees clauses applies to appeal also
sub-tenant equally liable with tenant

CCP 1161, 1164, 1174

Richman vs Santa Monica Rent Control Board ,

7 CA4 1457, 9CR2 690(CA 2 Dst.1992)
parking is base amenity subject to rent control and increases
landlords allowable rent

Robinson vs City of Yucaipa

34 CR2 291, 28 CA4 1506(1994)
municipal ordinance can allow capital improvements rent
increases in mobile home

Rosenbaum vs Security Bank Corp. 50 CR2 917(1996)

LL not liable for criminal activities off premises

Roy v. Superior Court 127 Cal. App. 4th 337,345 (2005)

Failure to make a motion under CCP § 418.10 (e) (3)
constitutes a waiver for the failure to serve the
summons and complaint properly. (An answer waives
the right to contest service of the summons and complaint).
Also see 2 Witkin California Procedure, Jurisdiction § 219,
page 827.

Saberi vs Bakhtiani

215 CR 359, 169 CA3 59(CA 1 Dst. 1985)
no pretermination rent w/30 days notice
CCP 1974

Sachs vs Exxon,

12 CR2 237, 10 CA3 1512B(CA 4 Dst. 1992)
 commercial case
 implied covenant of fair dealing and good faith in
 leases
 landlord has right to assurances that tenant not
 violating state or federal environmental law

Salazar vs Maradeaga, 10 CA4 Supp.1, 12 CR2 676(1992)
 relocation fees due tenant under RSO even if
 illegal unit

Santa Monica Rent Board vs Bluvshstein,
 230 CA3 308, 281 CR 298(CA 2 Dst. 1991)
 owners have exclusive occupancy rights over rent
 control ordinance
 purchasers can Ellis Act and occupy premises

Santisas vs Goodin, **STOP - SHEPARDS**
 45 CR2 877, 39 CA4 128(CA 1 dst. 1995)
 tort action arising from a contract which allows
 attorney fees to prevailing party
 recover fees even if plaintiff dismisses

CC1717
 CCP 1021

Savett vs Davis,
 29 CA4 Supp. 13, 34 CR2d 550(Cal. Sup.1994)
 landlord can accept section eight payments and still
 continue ud
 HUD payments not rent because HUD not a party to
 to lease for possession

CCP 1161.5

Schild vs Rubin, 232 CA3 755, 283 CR 533(CA 2 Dst. 1991)
 excessive and inappropriate noise under certain
 circumstance may be a nuisance

CC 3479

Schulman vs Vera, 108 CA3 552, 166 CR 620(CA 4 Dst. 1980)
 no habitability defense in commercial
 lessee can sue for damages
 property taxes are due before they become delinquent
 covenant to repair and covenant to pay are
 independent covenants
 substantial complaint not exact compliance for notice
 if file after notice time period expired than time
 period irrelevant

CC 1950.7
 CCP 1161

Sea Castle Apartments vs Santa Monica Rent Control Board
 279 CR 672, 228 CA3 1540(CA 2 Dst. 1991)
 when HUD established rent ends, rent reverts to
 amount established by local ordinance

Glenn R. Sewel Sheet Metal, Inc. vs Loverde
 75 CR 889, 70 C2 666(Cal. 1969)
 Landlord has no duty to may the COMMERCIAL
 property fit for the fit for the tenant's
 intended purpose or to repair and maintain
 the premises.
 reparative duties may be created by agreement between
 LL/T
 lessee who voluntarily puts premises to use different
 from previous use bears burden of conforming
 new use to meet legal requirements for new use
 lessor can transfer to lessee duty for compliance

Shepard vs Lerner, 6 CR 433, 182 CA2 746(CA 1 Dst. 1960)
 lessor used premises illegally for five years and
 leased to lessee for same purpose
 lease executed for illegal purpose is void
 ambiguities & uncertainties in lease resolved by
 previous practices of parties

Singer vs Eastern Columbia
 72 CA2 402, 164 P2 531(1945)
 commercial case
 tenant employee must prove owner owed duty to ordinary
 care to employee
 landlord not liable to tenant for injuries due to
 defective condition or faulty construction
 in the absence of fraud, concealment or

covenant in lease
landlord liable if agrees to make repairs

CC 1941

Singer vs Sup. Ct. of Contra Costa County

54 C2 318, 353 P2 305(Cal. 1960)
can not refuse to answer interrogatories upon ground
that answer is know to party seeking answer

CCP 2030

Smith vs Municipal Court(TMI Growth Properties)

202 CA3 685, 245 CR 300(CA 1 Dst. 1983)
rent boat slip "real property" for ud purposes
marina operator is plaintiff in action

CCP 1161.

Spar vs Pacific Bell, 255 CA3 1480, CR2 480(CA 2 Dst. 1992)

three year statute for permanent nuisance/trespass

SRO Housing v. Dvce, 233 Cal. Capp. 4th Supp. 1,

167 Cal Rptr. 3d 394 (2014)
The trial court must consider a tenant's motion for relief for
hardship under CCP 1179 even if the tenant was defaulted and never
appeared in the case.

Stoiber vs Honeychuck,

101 CA3 903, 162 CR 194(CA 5 Dst. 1980)
tenant can sue for habitability, mental distress, etc.
as a result of premises conditions

CC 1941.1

Stokus vs Marsh, 217 CA3d 647, 266 CR 90, (CA 1 Dst. 1990)

municipal court can award attorney fees which
exceeds its \$25,000 jurisdictional limit
compensation for fees incurred before filing of ud
proper

CC 1717

CCP 86

Stoltenberg vs Harveston, 34 P2 472, 1 C2 264(Cal. 1934)

oral agreement to accept lower rent is valid only as
to accepted past payments and is not binding
on future rent payments as per written agreement

CC 1698

Sugasawara vs Newland,27 CA4 294, 32 CR 484(CA 2 Dst. 1994)

entry of default judgment starts six month period
for motion to set aside

Sylve vs Riley, 15 CA4 23, 18 CR2 608(CA 1 Dst.1993)

tolling of statute of limitations for wrongful eviction
is question of fact precluding summary judgment

CCP 340

Thompson vs City of Escondido(9/26/96)

city cannot bar mobile park owners from
charging new purchasers rent exceeding
current rents

Tizec vs Superior Court.

229 CA3 1616, 280 CR 885(CA 2 Dst.1991)
commercial case
clause for waiver of jury trial is valid

CCP 631, 631(a)(2)

Tri County Apartments Assoc. vs City of Mountain View

242 CR 438 196 CA3 1283(Cal App 6 Dist. 1987)
cities can decide method of rent control as long as
constitutionally acceptable
state law preempts city ordinance if "conflict"
exists between two

UD Registry vs State of CA(1995)

34 CA4 107, 40 CR2 228
stips can be reported for credit purposes

CC 1785.13

USC vs Weiss, 208 CA2 759, 25 CR 475(CA 2 Dst. 1962)

defects in service of notice cured by admission of
receipt of notice

serving one party to lease is notice to other parties
fact admitted in answer becomes established fact
for purpose of action

CCP 1162
Evidence 462

Valov vs Tank, 168 CA3 867, 214 CR 546(CA 2 Dst. 1985)
admission of receipt waives defect of service in 3-day
notice
lower standard for notice service than s/c service

CCP 1161(2)

Vasev vs CA Dance Co., 70 CA3 742, 139 CR 72(1977)
ud cannot be tried in conjunction with other
causes or claims, unless parties consent
only damages allowed in UD are from unlawful
Detainer period
UD not bar to subsequent action for damages

Vega vs City of West Hollywood
annual rent control fee upheld
establishes fair base rent for rent control

Vicki vs Patterson, 158 CA2 414, 322 P2d 548(1958)
contract with unlawful object is void
court will not enforce a contract to perform
acts prohibited by statute

CC 1667

Wagner vs Shapona, **STOP - SHEPARDS**
267 P2 378, 123 CA2 451(CA 1 Dst. 1954)
provision in sublease authorizing cancellation for
cause not in lease still requires recognized
causes for cancellation

Walt vs Superior Court,
8 CA4 1667, 11 CR2 278(CA 1 Dst.1992)
breach of lease even if there is no ud action
remedies
lessee in possession isn't relieved of lease
obligations if notice is served and lessee
leaves
not necessary to file ud can file a breach of
contract

CC 1951.2

Walters vs Meyers
226 CA3 Supp 15, 227 CR 316(1990) Proof of mailing effective
Service -no extension for mailing CCP 103, 1161,1162

1) The landlord is required by CC Section 1954.535 to give
Section 8 tenants a 90 day notice whether or not the property
is subject to a local rent control ordinance and:

2) The 90 day notice must be given where the landlord knowingly
causes the termination of the agreement with a government agency,
by terminating the tenancy agreement with the tenant.

Wilson v. Lewis (1980) 106 Cal.App.3rd 802, 808

A post-dated check is no more than " a mere promise to discharge a present obligation at a future date".

Where the instrument offered is not a payment but a
Credit instrument such as a note or a check post dated
by even one day, it amounts to a delivery on credit and
Not the discharge of the obligation.

WDT-Winchester vs Nilsson,
27 CA4 516, 32 CR2 511(CA 6 Dst. 1994)
commercial case failure of tenant to pay reasonable rent
doesn't relieve landlord of notice requirement.
notice may say rent is reasonably estimated
cannot put taxes in notice before taxes are due _____
CCP 1161.1

Werner vs Sargent, 121 CA2d 833, 264 P2 217(1953)
three day notice demand cannot exceed amount due CCP 1161

West vs Henderson, 227 CA3 1578, 278 CR 570(CA 3 Dst.1991)
Parol evidence rule prevents recession of lease because alleged

Fraudulent misrepresentations contradicted in subsequent written
Lease limitation period in lease upheld.
CC 1670.5

West Hollywood Concerned Citizens vs City of West Hollywood,

227 CA3 486
annual fee imposed on landlords under rent control
ordinance is legal

Western Land Office vs Cervantes

175 CA3 724, 220 CR 784 (CA 6 Dst. 1985)
tenant has burden to prove retaliation by
preponderance of evidence
party alleging affirmative defense has burden of proof
CC 1942.5
Evidence 500

Wilcox vs Anderson, 84 CA3 593, 148 CR 773 (CA 3 Dst. 1978)
purchase option limitations
30-day notice to change terms of month-to-month
Agreement CC 827

Wilshire Westwood Assoc. vs Atlantic Richfield,

20 CA4 732, 24 CR2d 562 (CA 2 Dst. 1994)
attorney fees need not be apportioned for one action
when for representation on issues common to both
actions, even if fees not allowed on one action

Wilson vs Gentile

10 CR2 713, 8 CA4 759 (CA 2 Dst. 1992)
30 days purchase option doesn't have to be
exercised during 30 days preceding expiration of option
can be exercised anytime during last 30 days

841 F2d 1467 (9th Circuit 1988)
commercial case

commercial lease terminated by time UD filed,
with proper 3-Day pay or quit, means no lease for
Chapter 7 Trustee to assume for BK estate
debtors alleged monetary and non monetary default
Doesn't preclude trustee assumption of
lease

Wolfen vs Clinical Data, Inc.

16 CA4 171, 19 CR2 684 (CA 2 Dst. 1995)
unless lease to contrary improvement on leased premises
belong to landlord at lease term end
trade fixtures not removed prior to end of lease are
considered abandoned and belong to landlord
tenant cannot offset value of improvements by charging
Landlord
Evidence 1509

Wu vs Interstate Consolidated Industries

22 CR 54, 226 CA# 1511, (CA 4 Dst. 1991)
fair market rental value based on current use, not
highest and best use, when deterring renewal rent
CC 1641, 1643

Xuereb vs Marcus & Millichap, Inc. STOP - SHEPARDS

5 CR2 154, 3 CA4 1338 (CA 1 dst. 1992)
attorney fees for cause of action for
Yorts arising from contract

CC 1644, 1647, 1717
CCP 1021

Yee vs City of Escondido

224 CA3 1349, 274 CR 551 (CA 4 Dst. 1991)
rent control ordinance for mobile homes upheld
not Fifth Amendment taking

301 Ocean vs Santa Monica
279 CR 636, 228 CA3 1548 (CA 2 Dst. 1991)
rent board set standards and court reviews
them independent judicial review where administrative
board sets standards Modification of Commercial Tenancies
Excerpt from TRG: Landlord/Tenant Guide)

(b) [7:98.8] Compare-commercial tenancies: The CC § 1953 "nonwaivable" bundle

of rights does not extend to *commercial* property tenants. Thus, a commercial lease may validly waive or modify the tenant's right to statutory notice, providing for any substitute form of notice different from and superseding the notice provisions contained in CCP §§ 1161 and 1161.1.

[Folberg v. Clara G.R. Kinney Co., Inc. (1980) 104 CA3d 136, 140, 163 CR 426, 429— provision permitting termination of lease for nonpayment of rent by service of notice not stated in the alternative approved since
(i) lease was for commercial tenancy,

(ii) potential defect in notice not raised by tenant, and
(iii) no evidence taken as to proper interpretation to be given
lease provision and whether it permitted notice not stated in alternative of pay or quit:

see also Hignell v. Gebala (1949) 90 CA2d 61, 68-69, 202 P2d 378, 382—
landlord's 15-day notice by registered mail upheld (parties free to agree
to termination upon notice different from and superseding
prescribed statutory notice)]

Boarding House -In looking at the LARSO, it says that words
are defined either as stated therein or under Section 12.03 of the Los Angeles Municipal Code.
Section 12.03 states the following definition:

—
BOARDING OR ROOMING HOUSE.A dwelling containing a single
dwelling unit and not more than five guest rooms or suites
of rooms, where lodging is provided with or without meals,
for compensation. (Amended by Ord. No. 107,884, Eff.
9/23/56.

The only requirement seems to be a maximum of 5 guest room,
with no minimum. Also, I knew that the authorities
which had been provided to me) were weak when we did
the new trial motion as they related to certain types of care
facilities. I can only suggest arguing orally that the common
understanding of a boarding or rooming house is one where
multiple rooms are let, not merely a single room to a single
occupant. Under this definition of a rooming house, allowing
a nanny to live in a bedroom makes it a rooming house.