

## **Legal Q & A**

### **By Dennis Block**

#### **Question One:**

My tenant has a disabled son. She has an assigned parking space but continually parks in the driveway for periods up to 15 minutes. She claims that it requires that amount of time to help her son out of the car. I have received complaints from fellow residents. Could I serve her with a 60-day notice to vacate? She is on a month-to-month tenancy and we have no rent control.

#### **Answer One:**

Pursuant to the "Disability Act", a landlord must allow reasonable accommodations to tenants with a disability. Your situation clearly would fall into this area and therefore you should not serve a 60-day notice. I suggest a meeting with the residents where a schedule could be set up.

#### **Question Two:**

I recently bought a non rent controlled building. The previous owner had a manager that I would like to replace. What type of notice must I serve? There is no written agreement. The manager received the apartment as full compensation for his services.

#### **Answer Two:**

California is an "employment at will" state. This means you can immediately terminate an employee. You should serve a written notice that the employment is terminated and request that the manager vacate by a certain date. There is no minimum time that you need to give. I suggest that you serve at least a 3-day notice to vacate the premises.

#### **Question Three:**

The rental agreement states that the rent is due on the first of each month. One tenant continually pays rent on the fifteenth of each month. She now tells me that since I have accepted rent late for so long that I am now obligated to wait. Is this true?

#### **Answer Three:**

A limited amount of courts might rule that you have waived your right to collect the rent on the first. I suggest that you write the tenant a letter explaining that late rent will not be tolerated and that you expect after 30 days, that the rent must be paid on the first. In effect, you are changing the terms of the tenancy back to the first of each month.

#### **Question Four:**

My tenant called and left a message on my answering machine at 4:00 AM. It appears that the garage was locked and she could not get her vehicle out, to go to work. She called a locksmith and now wants to deduct \$80 from the rent. The garage is always open and I do not understand how it got locked. Is it proper for her to deduct this amount from her rent?

Answer Four:

That would not be a proper deduction from the rent. You did not cause the garage to be locked and therefore you cannot be held responsible. The law does not require that every situation have a responsible party to blame.

Question Five:

An applicant and his wife signed a rental agreement for a one year lease yesterday. Today his wife decided she does not want to move here. I have a \$2,000.00 deposit from him. Am I obligated to refund it? I informed him that I would make every attempt to rent the home and would refund any remaining amount beyond the daily rent deducted from his deposit. Is this legal?

Answer Five:

There is no "cooling off" period in real estate. If you sign a lease, you are responsible for the full term of the lease. A landlord must use his best efforts to mitigate the tenant's losses by trying to re-let the premises. You should send a security deposit letter indicated that the tenants owe for the full term of the lease and you will be using their entire deposit. You should explain that their liability would be lessened, when a new tenant is found.

Question Six:

I have building in a rent controlled area. The tenant signed a one-year lease, which will be expiring next month. I really do not want to continue with the tenant. She is very argumentative. Do I have the right not to extend the tenancy and tell her to just leave at the end of the lease agreement?

Answer Six:

That would not be proper. Under rent control, it makes no difference whether the tenant is on a month-to-month or a lease. A landlord cannot terminate the tenancy unless "good cause" exists. Being argumentative, unfortunately, is not grounds for eviction.

Question Seven:

I bought a piece of property in Los Angeles. It originally was a single-family house built in 1962. In 1983 a unit, with proper permits, was built in the rear of the property. Is my property under rent control? I was told that a single-family residence is exempt from rent control.

Question Seven:

A single-family residence is exempt from rent control in the City of Los Angeles, as long as there is only one unit on the property. Unfortunately, when the second unit was built, it forced the original house to be included as a rent controlled unit. It should be noted, however, that the guesthouse is not under rent control. Los Angeles exempts all units that received a Certificate of Occupancy after October 1, 1978.

Question Eight:

I heard you speak about renting a garage, separate from the unit. What are the advantages in doing this?

Answer Eight:

In rent controlled areas, this would give landlords more control of the relationship. A landlord can choose to have a rental agreement for the unit and a separate one for the garage or parking space. If a separate agreement is used, the garage or parking space would not be subject to rent control. It would be deemed commercial in nature. The landlord would be free to raise the rent or could decide to ask the tenant to refrain from parking in the designated space upon being served with a 30-day notice to quit.

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