

## Legal Q & A

**Question One:** My tenant demanded that I fix his oven that had not been working properly. The following day I went to the unit to inspect the oven. I knocked on the tenant's door and realized that he was not there so I could not get in. Do I still need to fix the oven?

**Answer One:** Yes, you are required to fix the oven if it was supplied with the unit and it is not working properly. The tenant is entitled to receive a "Notice to Enter the Dwelling". This notice must be served 24 hours in advance. At the appointed time you have the right to enter the unit and make the repair. The tenant does not have to be there for you to enter the unit. If the tenant is not home, you may use your master key to gain entrance. If you do not have a key, you may engage a locksmith to open the door.

**Question Two:** I just bought a house at a foreclosure sale. There are tenants in possession. They showed me a two year lease that has a rental rate far below market level. They tell me that I have to honor that lease. Is that true?

**Answer Two:** That lease is invalidated as a result of the foreclosure sale. You need to serve a 30 day notice to the tenants and then you can proceed with an eviction action.

**Question Three:** I heard that relocation fees are going up in the City of Los Angeles. I had planned to have my son move into one of my units while he attends UCLA. What are the new fees that I need to pay in order to relocate an existing family?

**Answer Three:** Relocation fees have dramatically risen thanks to the callous position of the City Council of Los Angeles. The new relocation fee is \$6,810 or \$9,040 if your tenant has lived in the unit for 3 years or more. If your tenant is a "Qualified Tenant", different relocation funds are required. A "Qualified Tenant" is a tenant who is handicapped, over 62 years of age or has dependant minor children. In that case the relocation fee is \$14,850 or \$17,080 for those who have lived in the unit 3 years or more. The City also states that if your tenant is earning less than 80% of the Average Median Income, then the relocation will be \$9,040 or if the tenant is "Qualified" then the relocation is \$17,080.

**Question Four:** Is it legal to charge a late fee of 6% if the tenant does not pay rent timely?

**Answer Four:** A California case has held that all late charges are improper unless it is written in a certain format. In order to conform with this decision, the following paragraph should be inserted in your rental agreement:

"Late Charge: The parties agree that it would be impractical or extremely difficult to fix the actual damage incurred by the Landlord if the Tenant fails to pay the rent timely. An administrative cost which is related to collecting and accounting for the late payment will be assessed at the rate of \$3.00 per day for no more than 20 days from the date the late fee began. The late charge will commence the day after the rent is due.

The parties further agree that the acceptance of this provision will be conclusive evidence in any legal proceeding that calculating actual damage would be impractical and extremely difficult to fix. Furthermore, the late fee assessed above, is conclusive evidence, in any legal proceeding, that it is a reasonable administrative cost."

**Question Five:** My tenant is clogging up the toilet by throwing in paper towels and foreign objects. Last time my plumber discovered a scissors in the plumbing pipe. I know which tenant is clogging the plumbing pipe. How can I prove it is her as the tenants all share the same sewage pipe?

**Answer Five:** The court system works on that which you can prove. If you cannot determine which tenant is causing the blockage, then you cannot proceed.

**Question Six:** Our rental agreement prohibits pets on the property. A tenant has brought in a cat. When I objected, the tenant showed me a letter from a doctor. The letter stated that the tenant had a disability and needed a "comfort pet". Do I have to accept this animal?

**Answer Six:** Under the laws dealing with disabilities, a landlord must make a "reasonable accommodation" to a disabled tenant. The concept of "reasonable accommodation" appears to keep expanding. One of my clients received a letter from Fair Housing. The letter insisted that the tenant be allowed to pay her rent late as a "reasonable accommodation", due to her disability. I advised my client that notwithstanding this letter, she could still demand her rent on time. In your situation it would appear to be more difficult. It would be an uphill battle to prove that the cat was not needed as a comfort pet. The risk of a lawsuit being filed against is great. As such, I probably would allow the pet to remain.

**Question Seven:** My tenant is complaining that the phone jack does not work in the bedroom area and is asking me to fix it. He does have a phone in the kitchen area. Is it my responsibility to repair the jack in the bedroom? I really do not like this tenant and I really do not want to accommodate him.

**Answer Seven:** Under California law a landlord must provide a tenant with one working phone jack. As long as one telephone jack works in the unit, you have no further responsibility.

**Question Eight:** My rental agreement states that I have the right to ask for a yearly census from my tenants. This allows me to determine who is living in my property. I have one tenant who refuses to fill out the form. What can I do?

**Answer Eight:** You should serve your tenant a "Notice To Perform Or Quit" giving your tenant three days to complete the form. If your tenant does not comply, you have the right to evict as this would be a breach of the rental agreement.

*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](http://www.evict123.com). Don't miss his Landlord/Tenant Radio Show, every Tuesday morning at 9:30 a.m., KTYM 1460 AM.*