

Legal Q & A

By Dennis P. Block, Esq.

Question One:

A tenant left a unit without notice. The rental agreement requires 30 days notice. The tenant now wants her full security deposit back. Can I subtract 30 days rent from the security deposit? Also, what would happen if I rent the unit in less than 30 days?

Answer One:

On a month-to-month tenancy, a tenant is required to give 30 days notice of intent to vacate. If a tenant leaves without notice, the tenant is liable for 30 days of rent. This is a proper deduction from the security deposit. If, however, you lease the premises within this 30-day period, the tenant would be entitled to that portion of her security deposit returned.

Question Two:

I have a tenant in a non-rent controlled area. I would like to increase the rent. How many days advance notice is required to be given to the tenant?

Answer Two:

If you are raising the rent 10% or less, in any one-year period, you are required to give 30 days notice. If the rent increase is greater than 10%, a 60-day notice is required.

Question Three:

My building has a roach problem. I am attempting to remedy the situation but one tenant refuses to cooperate. I have served him notice that we will be coming in and that he needs to remove items from his kitchen cabinets so that we can spray. We showed up and he has not done anything. This has happened on two occasions and this prevents the pest control company from doing their job. Is this sufficient cause for an eviction? My building is in a rent control area.

Answer Three:

This is not a proper cause for an eviction. Surprisingly, your tenant has no obligation to remove items from his cabinet even though he has been served a proper notice. The landlord would have the right to remedy the situation by removing the items, but you cannot force the tenant to do this work. The tenant's only obligation would be to provide access to the unit. A landlord could add a provision to the rental agreement requiring the tenant perform this task.

Question Four:

I filed my own unlawful detainer action and represented myself at trial. Even though my paperwork was perfect, I lost my case. The court found that I did not serve my registration certificate on the tenant prior to serving the tenant with a 3-day notice. I have owned a rent controlled building in the City of Los Angeles for over 20 years. I register my units each year and I post a copy of the certificate by the mailboxes. I cannot believe that the judge would rule against me.

This tenant has not paid rent for three months. Should I appeal?

Answer Four:

Unfortunately, Rent Stabilization requires that you serve your tenant with a copy of the Rent Registration Certificate prior to service of the Notice to Pay Rent or Quit. The court therefore properly ruled in the tenant's favor. It is a good habit to serve the Registration Certificate with a copy of the 3-Day Notice.

Question Five:

What is maximum rental increase allowed per year in a non-rent controlled residence in the county of Los Angeles, city of Torrance?

Answer Five:

I am happy to report that there is no limitation. You can raise the rent to market level.

Question Six:

Has the law recently changed in the State of California regarding the time required in serving a tenant a notice to vacate?

Answer Six:

Yes. Where a month-to-month tenant has resided on the property longer than one-year, the landlord is required to serve a 60-day notice. If the tenant has been in the unit less than one-year a 30-day notice to quit is sufficient. This law came into effect on January 1, 2007. If you served a 30-day notice prior to January 1, 2007, it would be permissible regardless of how long the tenant resided on the property.

This law does not apply to commercial tenancies.

Question Seven:

I have a tenant who just signed a one year lease agreement. He paid a security deposit and the first month's rent. Twenty-four hours later he is demanding for all of his money to be returned. He claims that there is a California law, which allows a tenant to cancel a lease as long as it is within the first seventy-two hours. Is this true?

Answer Seven:

There is no California law, which supports this position. Your tenant is liable for the full term of the lease or until such time as you lease the premises to another person. If your tenant does not move in, you have 21 days to send a security deposit itemization. You should list the rent owed for the entire lease term. Obviously, you will not be returning any deposit to the tenant.

Question Eight:

I have a tenant who is demanding that the carpeting in the unit be cleaned. The tenant has lived there for over three years and I have never cleaned the carpet. Am I required to clean the tenant's carpeting?

Answer Eight:

You have no obligation to clean the tenant's carpeting. That is the responsibility of your tenant. The law requires that your tenant keep the premises in a clean, neat and sanitary condition. This would include the cleaning of the carpet.

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.