

Kimball, Tirey & St. John LLP

Landlord/Tenant Questions & Answers

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1. Question: Can you tell me if someone needs any kind of certification or license to manage property in California? I want to hire someone to manage some of my smaller (less than 10 units) buildings. This person will accept rent, give out notices, handle complaints, and supervise maintenance work.

Answer: They are required to be a licensed real estate broker in order to manage property in California for a third party. An exception is for a manager who lives on-site.

2. Question: Am I within my legal rights to ignore oral notices and demand written 30-day notice for a month-to-month lease termination?

Answer: Yes, California law requires termination notices to be in writing.

3. Question: Who pays for a reasonable modification?

Answer: Modifications are usually at the resident's expense unless the property receives federal financial assistance in which case the landlord must make and pay for the modifications. The other exception is that if a newer property (built for first occupancy 3/13/91 or later) wasn't built in compliance with accessibility laws in place at the time of construction, the landlord must pay to make it accessible.

4. Question: One of our tenants paid us \$50.00 per month rent less than what his lease required. We did not catch the mistake until after his third month. He says he does not owe it because we waived our right to collect it when he paid his rent. Is he right?

Answer: Probably not. If your lease contained a non-waiver provision, it should be upheld in court. Even if your lease were silent on this issue, he would have to prove that you knowingly waived your right to receive full payment by accepting a lesser amount.

5. Question: One of my residents recently had her phone line repaired. The telephone company charged her \$60.00. She did not notify us of the problem before ordering the repair. We could have made the repair ourselves at much less cost. The tenant wants me to pay the bill. What do you think?

Answer: California law deems owners of rental property responsible for the inside wiring to the property. However, tenants must first give landlords notice of a needed repair and provide a reasonable time to make the repair before undertaking a self-help action. You shouldn't have to pay more than what it would have cost for you to make the repair.

6. Question: Must 3-day notices to pay rent or quit be served to all delinquent tenants at the same time? We manage a large apartment community and sometimes have a multiple of notices to serve.

Answer: California law does not require that you serve 3-day notices to all delinquent residents at the same time. It is a good idea to do so, however, in order to avoid the appearance of favoritism or discriminatory conduct.

7. Question: Our tenants have a one-year lease. They gave me a 30-day notice of intent to vacate two months short of the one-year lease expiration. What should I do?

Answer: You should let them know in writing that a 30-day notice has no legal effect on their obligations under the lease and they remain liable for the rent until the lease expires or the date you are able to relet the premises, (once they vacate you have to use due diligence to relet), whichever comes first.

8. Question: Our tenant's children put a 6-inch hole in a plaster wall of the house they are renting. The tenant readily admitted that the children "might have been punching the wall a little." What are our legal options?

Answer: You can serve a 3-day notice to perform conditions and covenants or quit to require the tenant to make repairs or to pay for the repairs. If they do not comply with the notice, you can proceed with an eviction, or alternatively, deduct repair costs from their security deposit.

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