

Kimball, Tirey & St. John LLP

Landlord/Tenant Questions & Answers

*Ted Kimball, Esq.
August, 2018*

1. Question:

How long do I have to mail the tenant the itemized security deposit?

Answer:

You need to send an accounting for the use of the security deposit within 21 days from the date you took back possession. If you do not have all of the amounts or receipts in time, you should give the tenant an estimate and then send the final amount within 14 days after you receive the final amounts and/or receipts.

2. Question:

Is there a state law that requires a landlord to professionally clean a carpet prior to reoccupancy?

Answer:

No, however the tenant is obligated to leave the premises in the same state of cleanliness that the carpet was in when he moved in.

3. Question:

Can I give a rent increase anytime during the month or just on the first day of the month?

Answer:

If you have a month-to-month tenancy with the tenant, you can serve a written 30-day notice (or 60-day notice if you are increasing the rent more than 10% within the last 12 months) to increase the rent at any time of the month.

4. Question:

I have a tenant who caused a fire in an apartment which resulted in a substantial amount of damage. The fire department concluded the tenant was at fault. Can he be liable for my deductible? And, can I take it out of his deposit?

Answer:

Yes, in fact he is responsible for all losses suffered (your insurance company may want to pursue him).

5. Question:

I have renters who recently informed me that they are moving. The lease does not end for another six months. Now what happens?

Answer:

The tenants are liable for the rent up to the date the lease expires or the date the premises are relet, whichever occurs first. You are under an obligation to attempt to relet the premises in order to try to reduce the amounts for which the tenants would otherwise be responsible.

6. Question:

What is the first step to take if I want to evict a renter for non-payment of rent?

Answer:

You should serve a 3-Day Notice to Pay Rent or Quit for the rent. If they fail to comply, you can start an unlawful detainer action, but make sure not to accept rent after the action is commenced if you want the eviction to go forward.

7. Question:

What are we allowed, by law, to charge a tenant as a security deposit?

Answer:

You are allowed to charge up to twice the amount of the monthly rent as a security deposit so if the rent is \$1000, you can charge up to \$2000 for your deposit. If the property is furnished, you can charge three times the amount of the rent. You can also charge an additional half-month's rent as a security deposit if there is a waterbed.

8. Question:

We are terminating a month-to-month tenant who has rented the property for over fifteen years. We gave the tenant a 60-day notice and the tenant acknowledged this and initially thanked us for giving them more than thirty days notice. Now the tenant is demanding an additional thirty days due to their new residence not being ready in time. We have already made other commitments for the property. We stated we cannot extend more time. The tenant states that they are entitled to the extension because they have rented the property for over ten years. Where do we stand?

Answer:

They are wrong, you are right. If the notice was properly filled out and served, you can commence eviction procedures immediately upon termination of the sixty-day notice. Do not accept rent beyond that date.

9. Question:

We normally keep original rental agreements, however, when would a copy not suffice?

Answer:

The court requires the original unless it is lost; so you have to either produce it or testify under penalty of perjury that the original was lost without fraudulent intent. Court action is the main reason why you should keep originals.

10. Question:

We have been asked if the applicants have three days to change their mind after signing a lease without being penalized, but we do not know the law on this matter.

Answer:

There is no grace period in California for residential tenants to change their mind. Once the lease is signed, they are bound. Holding deposit agreements often provide for a three day period for applicants to change their mind. However, that is not required by law, and won't apply once a lease is signed.

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