

Kimball, Tirey & St. John LLP

Landlord/Tenant Questions & Answers

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January 2021

1. Question: In our lease agreements we require tenant's to pay their rent on the first of the month. If the first falls on a holiday, such as Labor Day, do you have to give the tenant's until midnight on the second to pay the rent or can you still enforce the late fee as of midnight on the first?

Answer: Rent is not delinquent unless one business day has expired from the date the rent is due. So if the first is a weekend or holiday, the rent is not late until after one business day has expired.

2. Question: I own a fourplex. Unit B has two cars, one is broken down. What kind of demands can I place on B about the broken down vehicle?

Answer: You can create a lease term by requiring all vehicles to be in operable condition or they will be towed. To put this into place, you need to either serve a thirty day notice of change of terms to a month to month agreement, or wait until the lease expires and have the new condition in the renewal lease.

3. Question: I rented a condominium unit to a couple on a year's lease. After one month, they had to move out to take a job out of state. My daughter wants to move in and that's all right but she will not be paying me rent. Does the tenant still owe me the rent for the lease?

Answer: Under California law, a tenant who vacates early is liable for the remainder of the lease period up until the time the premises are re-rented or otherwise taken back by the landlord. When your daughter moves in, the tenant is relieved from further payment.

4. Question: Can I bill my tenant for excessive water usage if I can prove they neglected to fix two leaky faucets for over three months?

Answer: Most rental agreements and California law require the tenant to maintain the premises in good condition and repair. Failure to meet their obligations would therefore be a breach of the lease and you should be able to recover all losses suffered, provided you have sufficient proof.

5. Question: New tenants moved in last month. The wife now wants me to take her name off the lease because she is moving out and getting a divorce. They agreed to a one-year lease. What can I do?

Answer: You are not legally required to release the wife from liability under the lease. If you do, and the husband is unable to pay or declares bankruptcy, you would not be able to pursue your losses from the wife.

6. Question: What can you do about a tenant being cruel to an animal such as keeping a large dog in small quarters outside with the dog crying in the rain, cold and heat?

Answer: You have a right to report any criminal or inhumane acts occurring on the rental property. If the mistreatment constitutes a crime, you could evict the tenant for carrying on illegal activity on the premises.

7. Question: Is a phone text an official written notice for a 30-Day Notice?

Answer: A 30-Day Notice must follow statutory requirements, and should be served in the same manner as a Notice to Pay Rent or Quit, personal, sub-service or post and mail, although service by certified mail is permitted by California law.

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