

Kimball, Tirey & St. John LLP

Landlord/Tenant Questions & Answers

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1. Question: I have a maintenance worker who was terminated and was given seven days to vacate his apartment. He has not left, and I would like to know if I need to send him through the eviction process or if there is anything else I can do to get him out.

Answer: You need to send him through the eviction process. The type of eviction notice may depend on if they were a resident prior to being a maintenance worker or if they were assigned the unit as a result of their employment.

2. Question: Is it illegal for an owner to charge for his own labor (as long as it is the going rate for that type of work) and deduct that amount from the tenant's security deposit?

Answer: It is not illegal to deduct for your own labor from the tenant's security deposit. You can charge a reasonable hourly rate and must state the time and rate in your security deposit disposition statement.

3. Question: Do I have to pay a tenant interest on his security deposit?

Answer: This is a current issue that is discussed on the state level however there are currently no state laws requiring that interest be paid on the tenant's security deposit. Some rent control ordinances and/or other local ordinances do require interest to be paid so it is important to review your local laws.

4. Question: There is a very loud tenant in the apartment building across the alley from our rental. I have asked them to quiet down on numerous occasions and have even called the police. They keep playing their music late at night and into the wee hours of the morning. What else can we do?

Answer: You should continue to contact the police when unreasonable disturbances occur and consider contacting the owner of the property to inform him or her of the situation. The owner may not be aware of the problem.

5. Question: After a lease expires and it is month-to-month, how much notice must a tenant give me in order to legally terminate the lease? He says one week. Is this true?

Answer: In California, the tenant or the landlord may terminate with 30-days written notice in a month-to-month tenancy. A tenant can terminate the tenancy in response to a domestic violence issue and would only be responsible for 14 days of rent. If the occupants have been in possession for one year or longer, the landlord must serve a 60-day notice to terminate for any property not subject to just cause.

6. Question: Someone told me that if a resident is committing a crime on the premises they can be evicted in 3 days. I have never heard of this law and I rent to someone I suspect is dealing in drugs. Can you tell me more about it?

Answer: California law does allow an owner or manager of rental property to serve a 3-day notice to quit the premises based upon the commission of an illegal act on the property. The illegal conduct must, however, relate to the rented property. For instance, if you can prove your tenant was dealing with or possessed illegal drugs on the premises, you could serve the 3-day notice. If the tenant failed to quit, an unlawful detainer action could be filed in court to recover possession.

7. Question: One of our tenant's guests broke a window of the recreation room by throwing a ball through it. The host tenant claims he should not be responsible because the damage occurred outside the apartment and while they were playing catch in the common area. My tenant also refuses to give me the name or any information about his guest who caused the damage. What can I do?

Answer: In California, tenants are liable for the negligence of their guests while on the premises. The premise not only includes the actual rented unit, but the common area as well. Therefore, the tenant and the tenant's guest are jointly liable for the damage to the window.

8. Question: I have a tenant who is on a long-term lease. Recently, however, the tenant brought in a roommate and has been out of town for over 30 days. I am concerned that the roommate intends on staying and that my original tenant may have moved out for good. What are my legal options?

Answer: If you have a clause in your lease which prohibits the assignment or sublet of your lease agreement, you do not have to consent to the roommate. You could ask the roommate to fill out an application to rent and thereby identify who the roommate is. Once identified, you could choose to either (a) allow the roommate to live there if he meets your qualifications, and signs the lease or (b) start eviction procedures based upon the breach of the assignment and sublet clause of your lease.

9. Question: My great grandfather died last year and left me his home. I am trying to rent the house and my realtor told me that I am required to inform prospective tenants of the death of my great grandfather because he died in the home. Is this really true?

Answer: In California, to avoid potential claims, residential landlords should disclose in writing all deaths occurring on the property in the previous 3 years.

10. Question: I want to rent out our condominium (we are buying a new house) and I need to know how much I can charge for a security deposit. Can I also charge a cleaning, pet and key deposit?

Answer: California law was updated in 2024. Until July 1, 2024, a landlord is permitted to have security deposit of up to twice the amount of the monthly rent if unfurnished, or three times the amount of the monthly rent if the property is furnished, an additional ½ month's rent for a waterbed or other water-filled furniture. Beginning July 1, 2024, the total deposit allowed is one month unless your property is exempt from the limit. This deposit will include the total amount received including the cleaning, pet, or key deposit. If the tenant is a military member, the maximums may be less.

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