

Kimball, Tirey & St. John LLP

Landlord/Tenant Questions & Answers

Kimball, Tirey & St. John LLP

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1. Question:

My tenant is asking me to accept a rent payment from their cousin. Do I have to take this payment?

Answer:

Yes, a landlord is required to accept third party payments made on tenants' behalf provided that the payment is accompanied by a written statement that it is made on behalf of the named tenant and does not create a tenancy or grant any rights to the payee.

2. Question:

My tenant moved in a few years ago with a roommate, and they paid the security deposit together. One roommate moved out and another roommate moved in. At that time, the rent was increased, and they paid some additional security deposit. Who is entitled to the security deposit when the unit is vacated?

Answer:

You should make the check out to all of them unless you receive in writing from any one of them that they have relinquished all rights to the security deposit to the other tenants.

3. Question:

Under a year lease on a single-family home, if a tenant's guest breaks a window and does not repair it after a week or two, can we take the money out of the next rent payment?

Answer:

It is better to fix the window or require the tenant to fix the window with a licensed contractor. If the tenant refuses to pay for or fix the window, serve a 3-Day Notice to Perform Conditions and/or Covenants or Quit. If he/she refuses to pay or fix the window in three days, you can commence the eviction.

4. Question:

We have a tenant who has been in the unit for one year and has painted several of the walls black. Can I charge the resident for returning the paint color to white when they vacate the unit?

Answer:

Yes, if you have a lease provision against making alterations without your consent. You can only charge the actual cost of turning the paint from black back to white. You will need to provide a written explanation as to the cost. Also, on or after April 1, 2025, you will need to take pictures of the walls before you have repainted and after you have returned the walls.

5. Question:

We sent the security deposit accounting to the tenant's last known address on time. It reflected an outstanding balance owed to us. How long must I wait before taking the tenant to court? Should I contact them one more time before doing so?

Answer:

You may take the tenant to court immediately, but it is always a good idea to attempt to resolve the issue first before seeking court action. The time within which you must bring an action is 4 years if your lease was written and 2 years if the tenancy was an oral agreement.

6. Question:

One of our tenants claims we owe him for the loss of his property that was ruined when a pipe broke. We had the pipe fixed within 3 days. Do we have to pay for his clothes and furniture?

Answer:

Not unless your tenant could prove that you were negligent in the maintenance of the pipes or knew or should have known the pipes could break. Landlords are not the insurers of their tenant's property loss. Smart tenants purchase renter's insurance to cover these types of losses.

7. Question:

I am an owner of a duplex and I suspect my next-door neighbor is dealing drugs. I have a 6-month agreement with him that is not up for several more months. What can I do?

Answer:

First, call the police and inform them what you know about the illegal activity. Work with the police to gain enough evidence that will allow you to proceed with an unlawful detainer (eviction). If you can prove illegal activity, the law allows the owner to serve a 3-Day Notice to Quit, with no chance to cure. Failure to comply with the notice will give rise to an action for unlawful detainer.

8. Question:

I rent out a condominium unit and I have a problem with people leaving with six months left on their lease. How do I collect my lost rent?

Answer:

In order to collect your unpaid rent, you could sue your former tenants in Small Claims Court. You must try to mitigate your damages by trying to rent the unit as soon as possible. Once you receive a judgment, you could go through formal collection procedures such as garnishing their wages or levying on their bank accounts.

9. Question:

I heard that unless your rental agreement requires rent to be paid in advance that it is not owed until the end of the month. Is this true?

Answer:

Under California law monthly rent is not due until the end of the month unless the lease or rental agreement require the rent to be paid in advance. That is why almost every written rental agreement contains that language.

10. Question:

I rent a garage to two young men under a 6-month lease for storage purposes only and I suspect that they are living there. What can I do?

Answer:

In California, an owner of rental property can limit the tenant's use of the property for specific purposes. If the tenant uses the rental for something else, he could be evicted. If you could prove that the tenants were residing in the garage, you could serve them a 3-Day Notice to Perform or Quit, followed by an eviction if they fail to stop using the garage as their residence.

11. Question:

What are some examples of a reasonable accommodation?

Answer:

A reasonable accommodation is a change to a policy, rule, or regulation based upon a need due to a disability. Common examples are allowing a resident to have an assistance animal, reserving a special parking space for a resident, allowing a resident who needs to move due to a disability to terminate a lease without further obligation for rent, or modifying a rent due date to coincide with the receipt of disability payments.

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