

Kimball, Tirey & St. John LLP

Landlord/Tenant Questions & Answers

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1. **Question:** I rent out a three-bedroom home with a covered patio that I have turned into a fourth bedroom. There are four individual people renting. My question is, can I call it renting rooms or am I renting a house to four different people?

Answer: It is better if you rent the house to all four under one lease with each tenant being “jointly and severally” liable, meaning they are individually responsible for the lease, as well as collectively. Also make sure that the covered patio is a legal unit.

2. **Question:** The previous owner of an apartment building I recently purchased allowed the tenants to pay half a month’s rent on the first and the other half on the fifteenth of the month. The lease, however, says it is all due on the first and I want to enforce the lease. What, if any legal problems do I face?

Answer: California judges may find that there has been a modification of the payment terms of the agreement by “mutual consent and execution” of the new payment terms. Many leases have a provision which states that one waiver of strict enforcement of the terms does not constitute a continuous waiver for subsequent breaches. If the agreement contains this clause, the court should rule that the rent is all due on the first of the month.

3. **Question:** One of our tenants is complaining about the carpet and says it is California law that the carpeting must be changed every seven years. Have you heard of any law on this subject?

Answer: The tenant may be thinking about the expected useful life of carpets traditionally. However, California law does not require landlord to replace carpeting, unless the condition of the carpet creates a health hazard or risk of injury. As long as the carpet does not have any holes in it, it should be fine. California law requires a habitable unit not an aesthetically pleasing unit.

4. **Question:** When tenants give notice that they will be vacating the residence, is it permissible for me to give them a notice stating that I will be advertising the vacancy and will be showing their apartment?

Answer: Unless the tenant agrees to another arrangement, you would be required to give reasonable notice (24 hours) in writing for every entry.

5. **Question:** I have a “Guarantee of Rental Agreement” from the mother of a tenant. The tenant is twelve days late with the rent. Do I have an obligation to notify the mother and give her the chance to pay? What is my recourse against her if she refuses to live up to the guarantee agreement?

Answer: Notifying the guarantor may be a requirement depending upon the language of the guarantee agreement. You may want to advise the guarantor in any event and send her a courtesy copy of the three-day notice before taking action.

6. **Question:** Is it necessary that a notice to perform or quit be for three days, or can I choose to give an otherwise good tenant more time to solve the problem?

Answer: You could choose to provide notices of lease violations or warning notices for certain breaches. For ongoing breaches, write the tenant that you are going to allow them to cure the breach by a certain date and if not cured by then, a three-day notice to perform will be served. You should give the same treatment to all residents for the same type of breach otherwise it could be a violation of fair housing.

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