

BONYADI & PASHAI LAW, LLP

Eviction & Personal Injury Attorneys

Collette Bonyadi, Esq.

Gilda Pashai, Esq.

(424)234-3103 // Info@bonyadipashailaw.com

TODAYS TOPICS

- #1: NEW Laws Impacting the Landlord/Tenant Relationship (*There are a few!*)
- #2: An Important Item of Glendale's Rent Control all Landlords should keep in mind
- #3: LA Fires & Price Gouging
- #4: Personal Injury: A Brief Overview
- #5: How to handle a Fire Claim as a result of the LA Fires

NEW LAWS IMPACTING LANDLORDS & TENANTS

- #1: ASSEMBLY BILL 2747 (Civ. Code Section 1954.07)
 - Effective January 1, 2025
 - Requires **residential** landlords to offer each tenant the option of having the tenant's POSITIVE rental payment information reported to at least one nationwide consumer reporting agency.
 - **EXEMPTION:** A Landlord that owns a residential rental building with fewer than 15 dwelling units...
 - *UNLESS* 1) The landlord owns more than 1 residential building (regardless of the number of units in each building) **AND** 2) is either a REIT, a Corp., or LLC with 1 member being a Corp.

AB: 2747 Continued...

- A Landlord may provide the offer of positive rental payment reporting required to the Tenant by first-class US Mail or email.
- For leases already existing as of Jan. 1, 2025:
 - The offer of positive rental payment reporting must be made ***no later than April 1, 2025***, and at least once annually thereafter.
- For leases being entered into as of April 1, 2025:
 - The offer of positive rental payment reporting must be made at the time of the lease agreement and at least once annually thereafter.

AB: 2747 Continued...

- You may contact our office to prepare such written offer on your behalf. Otherwise, you may find the required information that must go into the written offer at Civ. Code Section 1954.07(d).
- A Tenant may submit the written election of positive rental reporting at any time.
- If a Tenant elects to have that Tenant's positive rental payment information reported, the Landlord may require the Tenant to pay a fee not to exceed the lesser of the actual cost to the Landlord to provide the service or ten dollars (\$10) per month.
- If the Landlord does not incur any actual cost to report positive rental payment information, no amount shall be charged from the Tenant. The payment or nonpayment of this fee by the Tenant shall not be reported to a consumer reporting agency.

AB: 2747 Continued...

- The Tenant may elect to stop positive rental payment reporting at any time. Tenant would not be able to resume positive rental payment reporting for 6 months after the election to opt out.
- If the Tenant fails to pay the fee required by the landlord in relation to the positive rental reporting, the landlord:
 - May NOT use such reason as the basis to terminate the lease for a UD case (i.e., breach of contract)
 - May NOT deduct the unpaid fee from the Tenant's Sec. Dep.

A win for Landlords? If the fee remains unpaid for 30 days or more, the Landlord may stop reporting the Tenant's rental payments, and the Tenant shall NOT elect positive rental payment information reporting again for a period of 6 month from the date on which the fee first became due.



NEW LAW: AB 2801

- #2: ASSEMBLY BILL 2801 (Civ Code Section 1950.5)
 - Effective January 1, 2025
 - For tenancies beginning **on or after JULY 1, 2025**, the Landlord MUST take photographs of the unit IMMEDIATELY BEFORE, or at the inception of, a new tenancy.
 - **Beginning April 1, 2025**, the Landlord MUST take photographs of the unit within a reasonable time **AFTER the possession** of the unit is returned to the Landlord, **but PRIOR to any repairs or cleanings** for which the Landlord will make a deduction from or claim against the security deposit, and MUST also take photographs of the unit within a reasonable time **AFTER such repairs or cleanings are completed**.

AB: 2801 Continued...

- **RECAP!** 3 sets of photos are required: 1) Before tenancy, 2) after receiving possession before repairs, 3) after repairs made.
- In the Security Deposit Itemization form that every Landlord must provide a Tenant upon their vacating, if a deduction is made for repairs or cleaning from the SD, the Landlord **MUST** provide photographs taken, along with the written explanation of the cost of repairs/cleaning.
- The Landlord cannot require a Tenant to pay for, or assert a claim against the Tenant or the SD for professional carpet cleaning or other professional cleaning services, unless reasonably necessary to return the premises to the condition it was in at the inception of the tenancy, exclusive of ordinary wear and tear.

NEW LAW: SB 611

- **#3: Senate Bill 611 (Multiple Ca. Civ. Codes Impacted)**
 - Effective Jan. 1, 2025
 - This bill prohibits a Landlord of RESIDENTIAL properties from charging a Tenant a fee for serving, posting, or otherwise delivering any notice in regard to the renewal or termination of a tenancy.
 - According to Ca. Civ. Code Section 1946.1(i), a COMMERCIAL Landlord is also unable to charge for 30 / 60 day notice(s) to Terminate tenancies.

NEW LAW: AB 2347

- **#4: ASSEMBLY BILL 2347 (Ca. Civ. Proc. Sec. 1167 & 1170)**
 - Effective January 1, 2025
 - Extends the time for a Tenant-Defendant to file a response, such as an answer, from 5 business days to 10 business days after the S&C has been served. (Also excluding judicial holidays).
 - Tenants who file Demurrers or Motion to Strike within the ^ time frames will now have the hearing set within 5 -7 court days from the date of filing such motions. This thwarts the Tenant's ability for dilatory tactics.

NEW LAW: SB 1103

- #5: SENATE BILL 1103 (Multiple Ca. Civ. Codes Impacted) – IMPACT ON **COMMERCIAL (AKA NON RESIDENTIAL)** PROPERTIES!
 - Effective Jan. 1, 2025
 - This Bill extends certain tenancy rights applicable to RESIDENTIAL tenancies, to now, “qualified commercial tenants”
 - **First,** What is a Qualified Commercial Tenant?
 - A Tenant of commercial real property that meets both of the following:
 - 1) The Tenant is a micro-enterprise:
 - Meaning: business of 5 or fewer employees, a restaurant with fewer than 10 employees, OR a nonprofit with fewer than 20 employees.
 - 2) The Tenant is on a periodic tenancy (i.e. MTM or shorter), AND
 - 3) The Tenant has provided the Landlord upon entering lease and/or within the last 12 months, and annually thereafter: 1) a written notice that the Tenant is a qualified commercial tenant, AND a self-attestation regarding the number of employees

SB 1103 Continued...

- **Second**, what Residential Tenant rights are now extended to Qualified Commercial Tenants?
 - 1) 30 and 90 day notice to increase rent
 - For periodic tenancies (i.e. MTM or shorter), rent increases of 10% or less require 30 day notice.
 - For periodic tenancies (i.e. MTM or shorter), rent increases of more than 10% require a 90-day notice. This takes into account all increases within the previous 12 months.
 - Certain language now required on such notices, synonymous to Residential notices. Contact our office for more info.
 - 2) 30 and 60 day notice to terminate tenancy; and
 - At least a **30 Day Notice** to terminate a MTM rental without fault is required when the commercial tenant has occupied the premises for **less than 1 year**.
 - A **60 Day Notice** to terminate a MTM rental without fault is required when the commercial tenant has occupied the premises for **MORE than 1 year**.
 - Certain language now required on such notices, synonymous to Residential notices. Contact our office for more info.

SB 1103

Continued...

- 3) Translated copy of the lease when negotiated in differing primary languages such as Spanish, Chinese, Tagalog, Vietnamese, or Korean. Must be delivered BEFORE all parties sign. If not provided, Tenant may rescind Lease.

**NEW
REQUIREMENT
REGARDING
LA CITY JUST
CAUSE
ORDINANCE**

- LA City's Just Cause Ordinance (JCO) became effective on Jan 23, 2023. As you know, this ordinance extends eviction protections to rental units in LA City that are NOT covered by LARSO.
- On Jan 7, 2025, the City Council approved a Just Cause Enforcement fee of \$31.05 per rental. This shall be payable by owners.
- These bills will be waived for properties destroyed, or no rent is collected due to the fires.
- Call LA City Housing Department for more information!

THE LOS ANGELES FIRES & PRICE GOUGING

- What is Price Gouging?
 - Penal Code Section 396 defines it as: When merchants take unfair advantage “of consumers by greatly increasing prices for essential consumer goods and services” during a state of emergency.
 - What PC 396 Stands for: “When a declared state of emergency or local emergency results in abnormal disruptions of the market, the public interest **requires that excessive and unjustified increases in the process of essential consumer goods and services be prohibited**”
 - So how does this impact YOU as a Landlord? (Next Slide)

PRICE GOUGING CONTINUED

...

- “Upon the proclamation of a state of emergency ... for a period of 30 days following that proclamation ... it is unlawful for a person, contractor, business, or other entity to sell or offer to sell any consumer ...housing...for a price of **more than 10 percent** greater than the price charged by that person for those goods or services immediately prior to the proclamation or declaration of emergency...”
- A violation is a misdemeanor punishable by imprisonment for up to 1 year, and/or a fine up to \$10,000.
- The Point: Landlords, do not increase your original going rate for a rental unit to take advantage of the housing shortage and people’s need for such housing!

Impacted by the recent Los Angeles Fires?

Support for Fire Victims:

■ **Experienced Legal Team**

- Our firm is collaborating with Engstrom, Lipscomb, & Lack, a renowned firm with extensive experience in securing justice for fire victims.
- *Already in litigation for some of the recent Los Angeles fires.*

■ **No Upfront Costs**

- All expenses covered (experts, contractors, liability assessments, etc.).

■ **Partnership with Experts**

- Collaborating with Greenspan, the leading fire public adjusters, to ensure expert property claims support.

If you or a loved one has been affected by the Eaton or Palisades fires, we invite you to speak with us after the presentation to discuss the next steps.

PERSONAL INJURY

- **Seek Medical Attention** – Your health comes first, and records matter.
- **Document the Scene** – Photos, videos, and witness info are crucial.
- **Report the Incident** – File a police or incident report.
- **Avoid Insurance Traps** – Let your lawyer handle adjusters.
- **Know the Deadline** – 2 year statute of limitations to file lawsuit.
- **Call Bonyadi & Pashai Law** – Protect your rights and maximize compensation by consulting with our team.

NO WIN, NO FEE

**BONYADI &
PASHAI
LAW, LLP**

SCHEDULE YOUR CONSULTATION TODAY:

PHONE: (424) 234-3103

info@bonyadipashailaw.com

1625 W. Glenoaks Blvd.

Glendale, CA 91202

FOLLOW US ON INSTAGRAM:

@bonyadipashailaw