



# Monthly Newsletter

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## **Effective utility procedures are necessary to ensure seamless transitions between tenants.**

When preparing a rental unit for new tenants, the maintenance and cleaning people need utilities, such as water, electricity, and gas, to effectively do their work. Refrigerators also become musty and collect mildew when they lose electricity for extended periods and are left shut.

One of the tasks we do for our clients before a tenant moves out of a rental unit is that we contact the utility companies and arrange for those accounts to transfer into our client's name while we prepare the unit for a new tenant.

There are arrangements that we can make with some utility companies to automatically transfer an account into a client's name whenever a tenant calls to disconnect service. However, we find that these sorts of continuous service arrangements usually do not make sense because the threat of losing utility service is sometimes necessary to ensure that a tenant goes to the effort of switching utilities into his or her name.

As a first step in making sure that tenants go the necessary effort of switching over utilities, when we approve a person to reside in a unit we make sure to tell that person to put utilities into his or her name before the move-in date or otherwise risk having no utility service upon move-in.

In practice, though, we generally schedule the turnoff for a few days after move-in just to avoid any inadvertent and unnecessary disruption. To the extent that there is some period during which the property owner pays for utilities that are a tenant's responsibility, we then bill the tenant for reimbursement

Some utility companies do not allow us to discontinue service, so for those circumstances we also have in our lease that we may charge a \$15.00 utility billing fee to tenants if they fail to switch services. We usually waive that fee, as a courtesy, if the tenants are making a bona fide effort to be responsible. However, if a tenant becomes truly difficult then we reserve the right to charge that fee as compensation for the additional work on our end.

## **Newly enacted statute that aids victims of domestic violence offers a way for some tenants to abuse the system.**

As with many laws that are designed to help deserving people, a recently amended California statute that provides protection for victims of domestic violence is also offering a way for some tenants to abuse the system.

*Victims of domestic violence should not have to stay in the situation that is causing them harm and should not go through unnecessary burden before they can remove themselves from the situation. However, the problem is that there are people who abuse this type of law.*

As of January 2016, Civil Code section 1946.7 was amended to allow tenants who are in a lease to terminate that lease early if they are victims of domestic violence. Previously, the statute required that such victims must provide proof of a restraining order or at least a police report. Now, the statute requires only that tenants get a letter from a licensed physician or other person stating merely that the tenant has complained of “domestic violence, sexual assault, stalking, human trafficking, elder abuse, or dependent adult abuse.”

Of course, this seems legitimate. Victims of domestic violence should not have to stay in a situation that is causing them harm and should not go through unnecessary burden before they can remove themselves from that situation. However, the problem is that there are people who abuse this type of law.

Currently, we are dealing with a boyfriend/girlfriend situation where the ex-boyfriend moved back to his parent’s home hundreds of miles from San Luis Obispo and now he claims to be a stalking victim who is no longer financially responsible for the lease that he signed with his ex-girlfriend.

For all we know, and from what we suspect, the ex-girlfriend’s stalking amounts to the fact that she is asking him to pay his portion of the rent even though he no longer lives in the apartment. He does not have to prove to us that he is being stalked or even explain to us how he is being stalked from hundreds of miles away. He just has to complain about this to a medical professional, in the vaguest of terms, and get a letter saying only that he made the complaint. As a result, his obligations under the lease are now terminated.

As a practical matter, the property owner will probably suffer no loss in this case because the girlfriend is still paying rent and will continue doing so to avoid eviction and a blemish on her credit. Also, the ex-boyfriend’s father is still a guarantor of the lease, which is joint and several, so he is still financially responsible for making sure that we receive rent every month even if the girlfriend changes her mind on the matter.

The frustrating part of this situation is that there are true victims of domestic violence for whom this statute was legitimately created and this sort of gamesmanship diminishes the truly difficult circumstances facing such victims.

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