



In response to a number of questions the Long Beach Lawyers' Association has asked a team of experienced landlord/tenant lawyers their opinions on a variety of questions. This information is their opinions and you should consult with your individual attorney for specific guidance.

Q: Am I obligated to pay maintenance in a cooperative residence if the building has been damaged from the hurricane and I am prevented from returning to and living in my apartment? It has not yet been determined when residents will be permitted to move back in.

A: Yes the shareholder has to still pay the maintenance as the maintenance represents the building's underlying mortgage, real estate taxes, insurance etc. The maintenance represents the building staff salaries too. Must be paid. But a shareholders parking space, if leased (not owned) might not have to be paid by the shareholder is simply renting that - and the shareholder can't enjoy the benefit of that. Hope this helps.

Q: Thank you for the helpful publication "What tenants and landlords need to know in the wake of hurricane Sandy." I have additional questions:

- 1) If a tenants property was not damaged, but there is no power, is the landlord required to provide a generator?**
- 2) When power comes back but landlord cannot provide heat or hot water because of damage to gas burners and hot water tank, is the apartment considered non livable?**
- 3) If the tenant's apartment was not damaged from the hurricane, but power and heat/hot water was not available, what would be the guidelines for rent payment?**

A: 1) LL not required to give generator but must give heat. So if utilities are still out, the apt. is unlivable--on warranty of habitability grounds, no rent is due for that period of time.

2) Yes--warranty of habitability.

3) Rent should be abated for period of time that apt. was unlivable--pro rated.

Q: My car was totaled and towed away.

A: LL not responsible for car--tenant should consult auto insurance company (and maybe FEMA?).

Q: I live in a one bedroom apartment in Long Beach that was not destroyed or flooded but there were no utilities for 12 days. Should I have to pay rent for those days when there was no heat, water, or electricity?

A: No-rent to be pro rated--total abatement for those 12 days due to warranty of habitability.

Q: If my tenant's apartment is fine except no power until yesterday and no heat due to a damaged boiler do they pay rent for all of November, or just from when the power came on or when both the power is on and the boiler is replaced? I appreciate this information.

A: Apt. is unlivable and in violation of the warranty of habitability until heat and power is restored. Tenant is not obligated to pay rent for period of time they are out of apt.

Q: I read the document you posted for renters on your site. Thank you for posting that! I was just wondering if you knew if there were any laws about paying the full rent amount if the building is temporarily unlivable? We are not able to live in our apartment right now, but anticipate returning once there is heat, power, and hot water. Are we responsible for paying the full month's worth or should we be pro-rated?

A: Pro rated.

Q: I live in a legal rental apartment in a two family house located on W. Penn Street. I have a year lease that ends in August 2013. My second floor apartment experienced no damage, but myself and my roommate have been unable to live there since October 29, 2012. Since then, there has been no heat, power, or hot water due to flooding on the lower level. Our rent is due on the 15th of every month. I have contacted FEMA but it does not seem as though we will be receiving any relief. Are we obligated to pay the full month's rent? Or should the landlord deduct two weeks of rent if everything is fixed by Sunday, November 11, 2012?

A: Rent to be abated during time out of apartment and paid on a pro-rated basis once services are restored.

Q: A question given the odd circumstances of the mandatory evacuation: Given that buildings in Long Beach have (had) no water, sewer or power are tenants still liable for paying rent for the time that the building is unlivable. (The building is safe to live but as stated above does not have power, water, or sewer.) As this is not the landlord's fault I as a tenant am not sure where the liability lies.

A: Apt. is technically unlivable without heat and power. No rent due for this period of time.

Just to make sure on this one...if the person is a renter--no rent has to be paid--there is an abatement. If the person is a shareholder, then maintenance still must be paid.

Q: I am a rent controlled tenant in long beach. Am I due compensation for rent pertaining to days living away due to conditions of my building?

A: The tenant is not entitled to compensation from the LL for days living away from the building. It's possible that the tenant might have some relief due to her renter's insurance (not likely but possible), but under the circumstances, the LL is not liable for her living expenses elsewhere. Of course, she is relieved of her obligation to pay rent for the days her unit was unlivable.