



The Case of the Deadbeat Sheriff

by Zachary Lawrence JD

We rented a unit to an L.A. County Sheriff. What could be better - a steady income and a “badge” at the property. Perhaps even free donuts! We were confident that this tenancy would be a long term and fruitful relationship between my client (the Landlord) and the tenant (the Sheriff).

As time passed, the rents started coming in late. Very late. Each month triggered another 3 Day Notice to Pay or Quit, plus charges for late fees. Then the tenant’s excuses began, ranging from having to “catch up” on other bills, to a “death in the family”.

My client, perhaps one of

the most compassionate people I know, made every effort to accommodate the Sheriff. Each month, I would ask

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the Sheriff when we should expect her rent, and sympathize with her “plight of the month.” Each month, the Sheriff would pay rent late -

often 30 days late.

My client eventually realized that her compassion for this tenants “plight” was ill advised. The Sheriff was clearly not capable of making the financial commitment required to stay in this apartment. So after months of serving notices and empty promises to pay, we decided to evict the Sheriff.

As always, I consulted with my eviction Guru and friend, Attorney Dennis Block. *“Once the 3 Day Notice period has passed, the landlord is under no duty to accept any funds from the tenant, including rents owed. In fact, doing so invalidates the 3 Day Notice and the eviction process. If the three day period on your notice has passed and you want the tenant out, do not accept their funds and if you receive funds after the three day period, return them via registered mail.”*

(Block says that tenants may strategically not sign for a certified letter. A registered letter, he says, is the mail of

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choice. It allows confirmation of delivery without the requirement of a signature. Can you smell the Guru incense burning?)

The sheriff then attempted to send in the rent and monies owed to date. She sent it to us via certified mail, return receipt. This, in her mind, would “prove” that we received her funds. Sorry ... there’s a huge legal difference between receiving funds and accepting them. We returned her funds via registered mail.

After being served with eviction documents, the tenant called me. “Why is this happening?” asked the Sheriff. I simply referred her to speak with Dennis Block. Perhaps he can explain better than I can that paying rent is not a game. As the landlord’s agent, I did not want to make any statements on behalf of my client which may compromise the legal proceedings.

Fast forward to my client, the landlord. Her compassion is such that, notwithstanding the Sheriff’s “plight”, she did not want this tenant to have an eviction on her record. How bout that - a landlord whose bottom line is integrity?

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This was an offer that the Sheriff could not refuse, and did not refuse. Block’s office prepared a settlement agreement, also known as a stipulation. We collected all funds owed to date. Once the funds were in and the papers signed, I asked Block if we should dismiss the case. He said no. “*Let’s keep this one “pending” until the tenant vacates. Should the Sheriff fail to vacate, we can continue with the eviction without starting from scratch.*” Once again, I am enlightened.

So, the settlement is signed, the monies are in and we still have an “active” eviction, pending the tenant’s timely departure. The landlord is firmly in the driver’s seat. Life is good. As

this is a rent controlled unit, once the tenant vacates, the unit becomes “de-controlled”, meaning the landlord may raise the rent to market prices.

If the Sheriff fails to timely vacate, we will proceed with the eviction and the Sheriff/tenant will eventually be physically removed from the premises by ... you guessed right - the L.A. County Sheriffs Office!

Now there’s a reality show I’d like to watch.

ADA

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