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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION TWO

JOSEPH SHERMAN,

Plaintiff and Respondent,

v.

JONATHAN YIN,

Defendant and Appellant.

B286314

(Los Angeles County
Super. Ct. No. KC069481)

APPEAL from a judgment of the Superior Court of
Los Angeles County. Dan T. Oki, Judge. Affirmed as modified.

Law Office of Lonnie J. Brandon and Lonnie J. Brandon for
Plaintiff and Respondent.

Law Office of Richard A. Bunt, for Defendant and
Appellant.

Appellant Jonathan Yin¹ (Yin or appellant) appeals from a judgment in an unlawful detainer action on the grounds that it impermissibly awards future damages of \$150,000 and impermissibly characterizes those future damages as holdover damages on the judgment form. We modify the judgment and affirm it as modified.

FACTUAL BACKGROUND

On October 1, 2014, respondent Joseph Sherman (Sherman or respondent) and Selective Stone Works, Inc. entered into a commercial lease for warehouse space. Its term was 63 months commencing October 1, 2014, and ending on December 31, 2019. As of December 1, 2016, the monthly rent was \$12,500. Yin signed a guaranty of the lease.

On July 25, 2017, Sherman filed an unlawful detainer action against Yin and Selective Stone Works, Inc. for nonpayment of rent. The attached Three-Day Notice to Pay or Quit indicated Sherman was due unpaid rent of \$49,025 for the period of April 1, 2017 through July 1, 2017.

Although they answered the complaint, Yin and Selective Stone Works, Inc. did not appear at the court trial of September 5, 2017. After consideration of the testimony and evidence received from Sherman, the court issued a Minute Order awarding judgment to him which included, among other things, \$49,025 in “Back Rent,” \$150,000 in “Future Rent” and \$1,250 in attorney’s fees, for a total monetary judgment of \$200,275. Thereafter, the court entered the monetary amounts awarded onto Judicial Council form UD-110, entitled “Judgment-Unlawful

¹ Defendant Selective Stone Works, Inc. does not appeal the judgment.

Detainer.” The court placed the \$150,000 future rent figure in the box on the form reserved for holdover damages.

DISCUSSION

1. Standard of Review

Yin presents two issues for appeal: (1) whether the trial court has statutory authority to award future damages in an unlawful detainer action and (2) whether the trial court erred in entering judgment for holdover damages in the amount of \$150,000. There is no dispute concerning the facts.

Resolution of the first issue simply involves a legal question concerning the scope of the law and is subject to de novo review. (See, e.g., *Crocker National Bank v. City and County of San Francisco* (1989) 49 Cal.3d 881, 888 [classification of item as “fixture” is question of law subject to independent appellate determination].) Resolution of the second issue requires a determination of whether the court has abused its discretion in awarding holdover damages in that sum. (*Robbins v. Alibrandi* (2005) 127 Cal.App.4th 438, 452 [“‘[T]he abuse of discretion standard measures whether, given the established evidence, the lower court’s action ‘falls within the permissible range of options set by the legal criteria.’ [Citation.]” [Citations.] We do not defer to the trial court’s ruling when there is no evidence to support it”].)

2. The trial court exceeded its authority in awarding future damages in an unlawful detainer action.

Unlawful detainer actions are purely statutory actions entitled to expedited hearing. (Code of Civ. Proc., § 1174; *Goetze v. Hanks* (1968) 261 Cal.App.2d 615; *Balassy v. Superior Court* (1986) 181 Cal.App.3d 1148, 1151.) The unlawful detainer statute is strictly construed and relief not authorized by statute

may not be given due to the summary nature of the proceedings. (*Castle Park No. 5 v. Katherine* (1979) 91 Cal.App.3d Supp. 6, 9; accord *Saberi v. Bakhtiari* (1985) 169 Cal.App.3d 509, 515; see *Chase v. Peters* (1918) 37 Cal.App. 358, 360 [“The mode and measure of the plaintiff’s recovery are . . . limited”].)

It is well-established that the damages allowed under the statute are only those which “*result from* the unlawful detention and accrue during that time.” (*Vasey v. California Dance Co.* (1977) 70 Cal.App.3d 742, 748 (*Vasey*); *Superior Motels, Inc. v. Rinn Motor Hotels, Inc.* (1987) 195 Cal.App.3d 1032, 1070, 1073; *Cavanaugh v. High* (1960) 182 Cal.App.2d 714, 722-723 [future damages from date of judgment to return of possession not permitted]; *Roberts v. Redlich* (1952) 111 Cal.App.2d 566, 569 [damages are limited “to those occasioned by the detention itself and which occur during the detention up to the time of trial”].) All other damages, including future rents, are recoverable only in a separate civil action. (Code of Civ. Proc., § 1174; *Hudec v. Robertson* (1989) 210 Cal.App.3d 1156, 1163; *Vasey, supra*, 70 Cal.App.3d at p. 748; *Superior Motels, Inc. v. Rinn Motor Hotels, Inc., supra*, 195 Cal.App.3d at p. 1073.)

Here, the trial court indicated in its Minute Order that it was awarding “Future Rent in the amount of \$150,000.00,” representing the rent due from the date of judgment through the remainder of the lease term. That sum is only recoverable, as a matter of law, in a separate civil action, not in the unlawful detainer action. Respondent’s argument that future damages are recoverable under Civil Code sections 3281 and 3283 is premised upon law not applicable to unlawful detainers, which are governed by their own statutory damage limitations.

Respondent's argument that appellants may not raise for the first time on appeal the question of whether future damages are recoverable in an unlawful detainer action is inapposite. Respondent's own authority, *Wilson v. Lewis* (1980) 106 Cal.App.3d 802, 805, recognizes that "it is settled law that where the point is presented, . . . by noncurable undisputed evidence, and raises a pure question of law, it may be so considered [on appeal] for the first time. [Citations omitted.]" (See also, *Ward v. Taggart* (1959) 51 Cal.2d 736, 742; *Greenwich S.F., LLC v. Wong* (2010) 190 Cal.App.4th 739, 767; *In re Marriage Priem* (2013) 214 Cal.App.4th 505, 511 [new theory may be presented for the first time on appeal where it "involves only a legal question determinable from facts which not only are uncontroverted in the record, but which could not be altered by the presentation of additional evidence"].) Here, it is undisputed that the court awarded \$150,000 in future damages, leaving only the legal question whether future damages are recoverable in an unlawful detainer action. That question is appropriately considered on appeal.

Despite respondent's claim to the contrary, the public policy of judicial economy and efficiency does not support allowing recovery of damages arising from the breach of the lease within a single unlawful detainer action. The purpose of unlawful detainer actions "is to expedite return of possession of real property wrongfully withheld or detained. [Citation.] To this end, '[t]he [unlawful detainer] statutes prevail over inconsistent general principles of law and procedure because of the special function of unlawful detainer actions to restore immediate possession of real property. [Citations.]'" (*Hudec v. Roberston, supra*, 210 Cal.App.3d at p. 1162.) Any statutory allowance of

incidental relief is strictly construed. (*Markham v. Fralick* (1934) 2 Cal.2d 221, 227.) Allowing the recovery of other relief not authorized by the unlawful detainer statutes would thwart the policy of expeditious return of possession of the real property.

3. The trial court erred in awarding \$150,000 in holdover damages.

In its Minute Order, the trial court awarded \$150,000 as future rent. On the Judicial Council Judgment form, however, it indicated that sum constituted holdover damages. If it is intended to be holdover damages, it is incorrect.

Rent accruing from the date the tenant's last payment to the date of the three-day notice is recoverable in an unlawful detainer for nonpayment of rent pursuant to a three-day notice under Code of Civil Procedure section 1161, subdivision (2) or 1161.1, subdivision (a). (*Hudec v. Robertson, supra*, 210 Cal.App.3d at p. 1163.) In addition to the accrued rent, the landlord is entitled to recover damages for rental losses occurring after the period covered by the three-day notice has elapsed to the time of judgment. (See Code of Civ. Proc., § 1174, subd. (b); *Hudec v. Robertson, supra*, at p. 1163; *Vasey, supra*, 70 Cal.App.3d at p. 748.) Those damages, called "holdover damages," are for the reasonable rental value of the premises calculated on a "per day" basis to the date of judgment. (See Judicial Council Form UD-100, page 3 of 3; *Harris v. Bissell* (1921) 54 Cal.App. 307, 312.)

The complaint alleges that the fair rental value of the premises was \$416.66 per day. There were 55 days between July 20, 2017, the expiration of the three-day notice period, and September 13, 2017, the date judgment was entered. At \$416.66

per day, this amounts to recoverable holdover damages of \$22,916.30, not \$150,000.

DISPOSITION

Because there is no challenge to any portion of the judgment other than the holdover damages, the judgment is ordered modified to insert \$22,916.30 as the recoverable holdover damages in the place and stead of the \$150,000 figure currently awarded. The total judgment is reduced to \$73,191.30.

Appellant shall recover costs on appeal.

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_____, J.*
MATZ

We concur:

_____, P.J.
LUI

_____, J.
CHAVEZ

* Judge of the Los Angeles Superior Court, assigned by the Chief Justice pursuant to article VI, section 6 of the California Constitution.