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What to Do Regarding a Hoarder

By HANK ROSSI

Dear Landlord Hank: Twenty years ago, we rented the lower part of a duplex to a couple. After about 15 years, she died. Her husband stayed and has really trashed this apartment with his hoarding illness. He has stacks of newspapers that he refuses to recycle, saying “I haven’t read them yet.” The kitchen is all stacked with stuff that makes it unusable. There is a two-foot path through the whole place. He is a smoker, which doubles our worry about this hoarder situation. I didn’t mention that the unit is in Ohio. Does that make a difference in whether he is protected from being evicted in Ohio? - **Beth**

Dear Landlord Beth: I hope you have a lease with your tenant. Most leases will have a section regarding “Use of Premises,” usually saying that the tenant shall maintain the premises in a clean and sanitary condition and

Please see ‘What’ on Page 7



Rent Growth Down Significantly

RENTAL HOUSING JOURNAL

Top metro markets are showing negative rent growth on a month-over-month basis, according to the latest Multifamily National Report from Yardi Matrix.

“With April’s unemployment rate soaring to 14.7 percent, further pain is likely in the coming months,” Yardi

Matrix says in the report.

“April rents signaled the beginning of trouble, growing by 1.6 percent on a year-over-year basis but declining eight dollars from March. This marks the biggest one-month decline in our dataset, including during the Great Recession, and puts rents right back where they were in August 2019.

“The pain in rents is likely to be intensified for the lifestyle-asset class, as major cities struggle with younger people extinguishing their leases and moving home,” the report says.

RENT-GROWTH REPORT HIGHLIGHTS

- April rent growth began to show
See ‘Rent’ on Page 6

5 Ways to Help Laid-Off Tenants

By JUSTIN BECKER

There is no denying that the coronavirus has come crashing into the world and changed it forever. It is amazing how this virus has affected almost every aspect of our day-to-day lives. From our jobs to the way we grocery shop, no matter where you turn, everything is just a bit different these days. If you were trying to move, finding apartments for rent is a bit more difficult, because getting in to view available apartments can be hard. Another option is to search for mobile homes for rent, as these might give you a bit more space during this time of social distancing.

When it comes to jobs, there are a record number of Americans currently

on unemployment. It can be scary not knowing when or if you are going to get another paycheck. Additionally, property managers are taking a hit as they do not know for sure that they are going to be receiving rent checks from many of their tenants. If you currently have tenants that have been laid off, it is important to make sure that you are keeping an open mind and trying to help these tenants however you can. Here are 5 ways that property managers can try to help any of their tenants who might be struggling right now.

1. RENTAL-ASSISTANCE PROGRAMS

As a property manager, the chances are high that you rely on rent payments to pay your bills. When your tenants

are unable to pay their rent, you suffer as well. Offering information about the different rental-assistance programs that are available in your community can be extremely helpful. There is a good chance that many of your tenants are not aware of these types of programs. You can print up flyers with information about these rental-assistance programs and place them in common areas of your apartment complex. You might even slide the flyers under doors or put them in mailboxes to ensure that your tenants receive this information.

2. POST JOB OPPORTUNITIES

With most of the economy shut down,
See ‘5 Ways’ on Page 3

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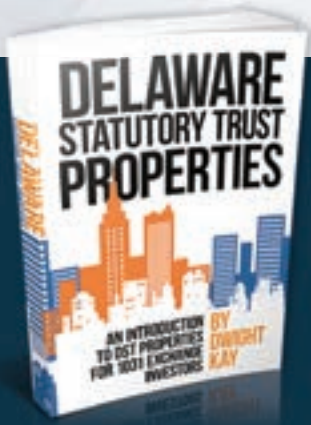
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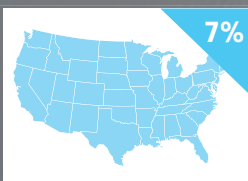
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Kay Properties is a national Delaware Statutory Trust (DST) investment firm. The www.kpi1031.com platform provides access to the marketplace of DSTs from over 25 different sponsor companies, custom DSTs only available to Kay clients, independent advice on DST sponsor companies, full due diligence and vetting on each DST (typically 20-40 DSTs) and a DST secondary market. Kay Properties team members collectively have over 115 years of real estate experience, are licensed in all 50 states, and have participated in over 15 Billion of DST 1031 investments.

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****All offerings shown are Regulation D, Rule 506(c) offerings.** This material does not constitute an offer to sell nor a solicitation of an offer to buy any security. Such offers can be made only by the confidential Private Placement Memorandum (the "Memorandum"). Please read the entire Memorandum paying special attention to the risk section prior investing. IRC Section 1031, IRC Section 1033 and IRC Section 721 are complex tax codes therefore you should consult your tax or legal professional for details regarding your situation. There are material risks associated with investing in real estate securities including illiquidity, vacancies, general market conditions and competition, lack of operating history, interest rate risks, general risks of owning/operating commercial and multifamily properties, financing risks, potential adverse tax consequences, general economic risks, development risks and long hold periods. There is a risk of loss of the entire investment principal. Past performance is not a guarantee of future results. Potential cash flow, potential returns and potential appreciation are not guaranteed. Securities offered through WealthForge Securities, LLC. Member FINRA/SIPC. Kay Properties and Investments, LLC and WealthForge Securities, LLC are separate entities. These testimonials may not be representative of the experience of other clients. Past performance does not guarantee or indicate the likelihood of future results. These clients were not compensated for their testimonials. Please speak with your attorney and CPA before considering an investment.

5 Ways You Can Help Tenants Who Have Been Laid Off

Continued from Page 1

jobs can be difficult to come by. However, there are still some places that are hiring. Many grocery stores are hiring temporary employees to help out, as stores are currently seeing more and more business. Restaurants that offer delivery and carryout are often still hiring as well. Many factories are still running their operations and are likely hiring. Perhaps you need some part-time help around the property and can hire a tenant to do the jobs as a form of their rent payment. As a property manager, you know your area well. Reach out to some of the larger businesses in town and ask if they are currently hiring. You can post ads around your apartment complex each week as a way to let people know that there are jobs available in your area.

3. PROVIDE A LIST OF LOCAL FOOD BANKS

Along with being unable to pay their rent in full, many of your tenants might also be struggling with having enough

food to eat. Local food banks are seeing a rise in the number of people needing their services. If your tenants are unemployed or laid off, there is a good chance that they are struggling with buying food. Providing information about the local food banks offering services in your area is a good idea. This can help your tenants find resources for getting the food that they need during this time.

Additionally, there is a chance that you have tenants who are still working and have a bit extra to give right now. Organizing a food drive to donate to your local food banks is a great way to help out at this time. You might even want to volunteer at these organizations, as they are really needing some extra help.

4. ENCOURAGE COMMUNICATION

It is very important to make sure that you keep the lines of communication open with your tenants. You need people to know that you are willing to work with them in these unprecedented times. Offer assistance when necessary. Perhaps

your tenants can make partial payments each week. Some type of payment -plan agreement can be helpful to those who are struggling and can help ensure that you still have some sort of income coming in. Not only should you be communicating with your tenants about their rent, but you should let them know all of the extra steps you are taking to help keep the area safe. Some of the safety measures you are taking might include the extra cleaning that is being done, offering sanitizer in public areas such as the mailboxes, and keeping amenities such as gyms, pools, basketball and tennis courts, closed during this time.

5. COMMUNITY CHALLENGES

This type of social distancing is hard on everyone. After all, we are social beings and enjoy spending time with other humans. One way that you could bring your rental community together is to create a community challenge. This could be something like a nicest-yard challenge or a best-decorated-window challenge. You could even try a scavenger hunt

where participants have to find things, and post them on your website. There are many different creative games and other things that you can come up with in order to engage your tenants and let them know that you are here to help. The prize could be a credit towards their next rental payment. This can be a fun way to provide your renters with a bit of relief.

CONCLUSION

When it comes to helping your tenants who have lost their jobs, permanently or temporarily, there are many creative ways that you can help them make their rental payments and take a little pressure off both them and you during the current environment.

Justin Becker is a property owner in the state of Michigan and has a passion for managing communities. He owns apartment complexes and mobile home communities, and has been writing his own blogs for his properties for several years.

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Kay Properties Completes \$32.4 Million DST 1031 Exchange on Behalf of Clients

BY THE KAY PROPERTIES AND INVESTMENTS, LLC TEAM

A husband and wife who have built their net worth using multifamily properties have accessed the Kay Properties 1031 DST marketplace at www.kpi1031.com to complete a tax deferred 1031 exchange into multiple DST 1031 properties.

The Delaware Statutory Trust 1031 exchange investments were completed by Kay Properties and Investments team members Chay Lapin, Senior Vice President, and Steve Haskell, Vice President.

Dwight Kay, the founder and CEO of Kay Properties, stated, “We are honored to have helped another family complete their 1031 exchange into DST investments. Again, the clients chose the Kay Properties team and the www.kpi1031.com marketplace for expertise and access to over 25 different DST sponsors and between 20-40 DST 1031 offerings.”

Kay continued, “These clients were from the Pacific Northwest and they decided after extensive research that the Kay team and [kpi1031.com](http://www.kpi1031.com) marketplace best suited their needs as they were searching for a 1031 exchange solution. We are thankful to the clients as well as the five DST sponsor companies that we worked closely with on this transaction.”

Chay Lapin, Senior Vice President of Kay Properties, stated, “Throughout the years at Kay Properties, we have had the opportunity to work with clients all over the country. In this particular exchange, our clients

had multiple apartment buildings that would be staggered closings. In speaking with our investors, they wanted to make sure that they had all their 1031 Exchange DST 1031 options chosen prior to closing on the sale of their apartment buildings.

“We had the chance to utilize our team expertise and sponsor relationships to successfully line up all the various DST offerings prior to the various buildings they were selling closed in an effort to reduce potential closing risk.

“It was important to our investors to have properties ready to invest so they did not miss too much potential rental income. They would be purchasing over \$32,000,000 of DST properties and missing a few weeks of cash flow on this value would be a significant number and impact. With the help of our entire Kay Properties team, we were able to close into their DSTs within a few days and start to earn their potential income immediately.”*

Steve Haskell, Vice President at Kay Properties, stated, “At Kay Properties, we invest a great deal of resources into educating our clients in each step leading up to their exchange. In this case, our clients were a husband and wife with extensive experience as real estate professionals specializing in multifamily apartments and they appreciated the opportunity to meet our due diligence analysts, underwriters, in-house counsel team, contract coordinators and asset managers. Ultimately the clients decided that a diversified portfolio of 10 unique DST 1031 investments with five different DST sponsor companies made much more sense than purchasing just one property on their own.”*

About Kay Properties and www.kpi1031.com

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**Diversification does not guarantee profits or protect against losses.*

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How to Avoid Crossing a Tenant’s Privacy Line

By Holly Welles

Most state laws grant landlords the right to enter their tenants’ homes under specific circumstances. However, they must still meet certain legal requirements, such as giving enough notice beforehand.

Moreover, renters have a right to privacy. Thus, if a tenant denies access or expresses discomfort, property managers may not be able to enter the home if the issue isn’t serious enough.

Still, many landlords don’t honor these privacy laws and enter their properties whenever they please. Some even resort to spying on occupants to make sure they’re following the rules and stipulations in the lease agreement.

This can, of course, lead to legal issues, accusations of harassment, and even loss of property in some instances. So it’s incredibly important that property managers respect tenant privacy, approaching everything professionally and legally. Here are a few simple ways to keep your contact respectful.

ADDRESS LONG-TERM GUESTS PROPERLY

At some point, property managers will deal with long-term guests. In this case, a tenant houses someone who isn’t on the lease for an extended period. If this person causes any damage or breaks property rules, there’s very little a manager can do about it. Some nervous landlords might try to keep close tabs on suspect tenants. Of course, this is not a smart approach, as it breaches privacy boundaries – and tenants may notice.

Instead, landlords should confront the problem directly. This might include sending an email or scheduling an inspection or meeting to address the potential issue. Let them explain their guest situation — for instance, maybe they’re in a serious relationship or have a family member stay frequently — and openly communicate your expectations.

Moreover, landlords can avoid similar situations in the future by outlining guest stipulations in the lease. It’s important to be clear about overnight expectations regarding consecutive stays, the number of visits in a period of time, and subletting. That way, the tenant can see the basis for this discussion and better understand his or her responsibilities.

GIVE NOTICE BEFORE ENTERING

Some landlords also have the bad habit of showing up unannounced at the tenants’ doors. Too often, they check up on occupants without having a specific reason to do so. This behavior is incredibly intrusive and, in



many cases, illegal. Certain laws prohibit unnecessary repairs or frequent interruptions that interfere with tenants’ business. Of course, if someone is engaging in unlawful activities, landlords have the right to enter without notice. However, in most cases, the law requires they do so.

In many states, this means property managers must provide 24 to 48 hours’ notice before they come knocking on tenants’ doors. Even then, they should still keep a written record of all repairs and the reasons for intrusions to prove they were necessary. This way, renters can’t claim their landlord is making unnecessary repairs or stopping by unannounced.

DISCUSS SMART DEVICES WITH TENANTS

As the general public increasingly adopts and accepts technology into the home, landlords are beginning to do the same. Some are installing internet-connected locks, water sensors, thermostats and wireless controls. These smart devices can help save energy and create a more comfortable and convenient home for renters. Plus, they increase property value, allowing landlords to rent or resell at higher prices.

However, landowners should discuss these additions with current tenants before installing them. Many tenants either don’t understand how these systems operate or simply don’t trust them. Smart-home gadgets can collect data and deliver it to third parties, who can

misuse the information. Often, this entails selling tenant data to advertisers who target them or their demographic as a whole.

Aside from this being annoying, it also can cause trust issues. Managers can create a more trusting relationship by having conversations about this technology before installing it.

KEEP COMMUNICATION OPEN

The recurrent theme here is communication. To avoid crossing the line with tenants’ privacy, landlords must keep all lines of communication with occupants open. This should happen from the very beginning, when landlords are screening potential tenants. With the right conversations, they can choose the best renters and avoid turnover.

Furthermore, as the relationship between the property owner and tenant grows, both parties should continue to communicate effectively. The above instances are ways in which they might accomplish this. If everyone maintains transparency and a certain level of mutual understanding, they will respect one another and the relationship will be a positive one.

Holly Welles writes about real estate market trends from a millennial perspective. She is the editor behind The Estate Update, a residential real estate blog, and keeps up with the industry over on Twitter @HollyAWelles.

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Rental Housing Journal is a monthly publication of Rental Housing Journal, LLC.

Website
www.RentalHousingJournal.com

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4500 S. Lakeshore Drive, Suite 300
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Fine Art of Getting Tenants to Clean Regularly

KEEPE

How to get tenants to clean regularly is a challenge for many property managers, and we have some ideas to help you motivate them so that your rental property stays in good condition.

In fact, with the coronavirus pandemic, now is the best time as a property manager to ensure that your tenants adopt regular cleaning practices.

But how do you get tenants to clean regularly?

Here are five tested ways to get your tenants to clean your rental property regularly.

No. 1 – INCLUDE CLEANING IN THE LEASE

The truth is that most property managers fail to include this clause in the lease agreement. By not adding this requirement in the agreement, it may not be easy for you to enforce it in reality.

You should add this clause in the lease from the beginning.

Even though you can amend the contract to accommodate a new cleaning requirement, remember that the tenants are under no legal obligation to accept it at this point.

No. 2- COMMUNICATE YOUR EXPECTATIONS

As a property manager, it is necessary that you communicate your cleaning expectations to your tenants.

As the American Bar Association points out, the tenant has the duty not to “commit waste.” In layman’s terms, that



means a tenant can’t cause permanent and unreasonable damage to the property.

While statements such as, “When a tenant moves out, the property must be returned in original condition” are usually found in lease agreements, they unfortunately do not clearly communicate your expectations.

In your lease agreement with incoming tenants, clearly state your cleaning expectations and how they can achieve it.

No. 3 – BE VERY SPECIFIC

Including a clause that requires your tenants to clean may be vague and confusing for them to adhere to. Your requirements must be specific and achievable.

Your cleaning requirement must cover the following:

- When to clean
- Where to clean
- How to clean, and other essential aspects.

You may decide to add a clause that allows you to hire a cleaning company with the expense paid by your renters if they fail to keep the premises clean.

Check with your legal representative if it is legal to do so.

No. 4 – DOCUMENT THE MESS

Documenting the mess created by tenants is a good way to gather evidence either when they are moving out, or you are doing inspections.

It is also advisable that you have documented proof of the mess since your tenant might challenge your right to keep their security deposit.

Taking photos and video may be the easiest way for you to document a mess at no real cost.

No. 5 – EMBARK ON REGULAR INSPECTIONS

You must do regular inspections. This may be at least three to five times a year.

Include a clause in the lease agreement that gives you the right to entry so you can visit regularly.

Usually, you must inform your tenants at least 24 hours before the date of the visitation. Chances are that they may step up their cleaning energy and get the property in an appealing condition before your visit.

What could be a good cleaning schedule?

According to research, it is good practice to have a consistent cleaning schedule.

Whenever possible, deep cleaning every other month is strongly recommended, and this usually requires a professional in order to clean the property more thoroughly. Deep cleaning includes disinfecting less-commonly touched areas like bathroom floors, bathtubs, ceiling fans, refrigerator tops, window sills, etc.

As for more regular DIY cleaning by tenants, vacuuming and mopping commonly visited areas and disinfecting commonly touched objects once a week would be ideal.

Keepe is an on-demand maintenance solution that makes a network of hundreds of independent contractors and handymen available for maintenance projects at rental properties. Keepe is available in the Greater Seattle area, Greater Phoenix area, San Francisco Bay area, Portland, San Diego and is coming soon to an area near you. [Learn more at https://www.keepe.com](https://www.keepe.com).

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Unintended Issues Due to COVID-19 Moratoria

By **BRADLEY S. KRAUS,**
ATTORNEY AT LAW

There is an old saying often uttered by attorneys: “Bad facts make bad law.” If COVID-19 has taught landlords anything, it can be summarized by playing off that phrase; as in, “bad laws make for bad situations for everyone.” When I use the phrase “bad laws,” it is not to suggest that things like the current eviction moratoria do not serve a purpose. The problem with such laws/moratoria is that they are crafted by lawmakers who fail to see—or understand—the entirety of the picture. When that occurs, there are unintended consequences, two of which come to mind.

1. FISCAL ISSUES RELATED TO COVID-19 MORATORIA

Landlords are no doubt keeping watch on cries for rent waivers and rent strikes. As I stated in a previous article, such a concept would quickly be challenged, assuming adequate reciprocal protections for landlords were not in place. Rent strikes have no legal basis and would send harmful ripple effects through our society beyond the scope of this article.

Many landlords have asked me about how they should approach the continual build-up of past-due balances related to rent and utilities. As to rent, it is important to note that rent remains due under every moratoria in place as of this writing, meaning you will not waive your ability to collect the unpaid rent, even if you don’t communicate with your tenants regarding the same. As to other amounts, waiver could become an issue, should you potentially trigger the waiver statute.



If you are concerned about waiver as to these amounts, speak to your attorney regarding a waiver-prevention notice under ORS 90.412. This will allow you to (a) preserve your ability to act on the debt down the road, and (b) allow you to accept rent without fear of waiving those amounts.

Finally, it is important for landlords to understand the benefits of individualized advice and forms in these odd times. Many landlords with properties in other states may seek to use a “one-size-fits-all” form for issues regarding their Oregon properties. While some may work, others may contain legally inaccurate language. I have noticed a rise in tenants’ attorneys attacking these forms in various ways and threatening legal action. Such problems can be avoided with up-to-date advice.

2. CONDUCT ISSUES DURING COVID-19

One of the bigger unintended consequences of the COVID-19 court shutdowns is the inability to deal with bad tenants. Contrary to misconceptions held by some lawmakers, bad tenants are not just a landlord problem. Bad tenants make life miserable for other tenants, who want nothing more than to live peacefully. At this juncture, with courts setting cases out to June, even if a landlord were to serve a termination notice upon a bad tenant and file an eviction action based upon the same, that bad tenant will likely receive weeks to continue to make life miserable for other tenants and the landlord.

What should a landlord do in that situation? First, do not let the current court closures prevent you from taking

actions to protect other tenants. This includes service of notices of termination as allowed by law. While tenants and landlords affected by COVID-19 deserve protections, bad tenants should not reap the benefits of the same. Second, keep in mind that your other tenants may seek to point the finger at you if you sit on your hands and allow bad tenants to run rampant. While the inability to get into court due to moratoria likely presents a landlord a solid defense, exercising what rights you currently have—and/or contacting the proper authorities where needed—will hopefully keep the victim tenants happy and cause them to direct their anger to the appropriate party.

FINAL THOUGHTS

COVID-19 is fundamentally changing every aspect of our society. While I believe landlords are taking more than their fair share of the problems that stem from COVID-19, the current holding pattern in which we find ourselves will pass in time. Staying on top of your books and holding problem tenants accountable to the extent you are able will set you up for success when we resume our new normal.

Bradley S. Kraus is an attorney at Warren Allen LLP. His primary practice area is landlord/tenant law, but he also assists clients with various litigation matters, probate matters, real estate disputes, and family law matters. A native of New Ulm, Minnesota, he continues to root for Minnesota sports teams in his free time. He is an avid sports fan and enjoys exercise and spending time friends and his fiancée, Vicky. You can reach him via email at kraus@warrenallen.com, or by phone at 503-255-8795.

Rent Growth Significantly Down Month-Over-Month

Continued from Page 1

signs of reversal, as the country moved into month two of stay-at-home orders. April collections were strong, based on data published by the National Multifamily Housing Council, despite more than 33 million Americans filing for unemployment in the last seven weeks.

- Many states have begun to relax their shelter-in-place rules, but returning to life outside of lockdown will require changes to normal daily life for some time, absent a pharmaceutical solution.
- Major gateway markets and tech hubs have already seen declining rents on a month-over-month basis. Many of these markets have had some of the highest COVID-19 infections in the country, while others seemed unscathed. While pain will be felt nationwide, tourist-based and oil-heavy markets will likely be the hardest hit.

The report points out that while reports show 90 percent of residents made rent payments in April, and May looks strong as well, it was likely that stimulus checks and unemployment payments helped tenants make those payments.

The report cautions that “with the additional \$600 in unemployment insurance provided through the CARES Act ending in July, many renters might choose to conserve their cash in the coming months as evictions are paused in



many cities and states.

“Residents’ notices to vacate are down in the renter-by-necessity class, as well, as they choose to stay put, especially in more affordable units,” the report says.

As states and cities start to relax rules and non-essential businesses begin to reopen their doors, “the question remains whether Americans will want to return to work in the short term.

“Right now, 38 states replace at least 100 percent of lost income through unemployment insurance,” the report says. “Plus with the CARES Act providing an additional \$600 weekly on top of this through July, “the short-term incentive to work is diminishing—especially in lower-cost states.”

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Handling tenants' complaints quickly and in the right manner can go a long way in improving tenant satisfaction and retention rates. Below are some of the most common tenant complaints and how you can handle them as a property manager.

With maintenance issues being the major problem affecting tenants, the first step to handling this type of complaint is to create an effective maintenance-complaint communication channel.

An easy way is to have a lease that includes specific instructions on how to raise a maintenance request, the expected response time, and what to do in case of an emergency.

For example, many property-management companies now ask their tenants to send in an online maintenance request in order to simplify the process and allow easy tracking. Most importantly, remember to keep all tenant maintenance complaints in writing to the event of future disputes.

In any relationship, communication is key. Property manager-tenant relationships are no different, and they require regular communication. No tenants want to deal with a property manager who is unavailable, rarely answers the phone, or doesn't respond to email.

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important that you acknowledge the emails or calls depending on your availability. You can set up an email autoresponder that acknowledges email if there's a need. Good tenants are difficult to find and if you fail to communicate with yours, then another property manager will win them over.

In the United States, there are roughly 111 million people living in rental buildings. Going by this number, clashes are bound to occur among tenants and fellow residents. If a tenant complains about another tenant, it is best you attend to the complaint quickly and avoid taking sides.

Take for instance, if a tenant complains about another tenant's loud music, animal, or loud chattering. Begin by addressing the tenants separately, to avoid escalating the dispute. If you fail to address the complaint, you likely are going to lose one tenant or create unwanted chaos between the two.

Tenants tend to become very displeased if the property manager comes barging in too often, or with too little notice.

It's not just a matter of respect and politeness. You are required by law to notify a tenant at least 24 hours before entering. The only exception is if there's a direct emergency and the property is jeopardized.

Always make sure to announce your visits well ahead of time, and ensure that the tenant receives the notice. It's good to use trackable methods, in order to avoid confusion. This will help you avoid disputes and tenant complaints in the future.

Pest infestation is a serious situation that must be handled at once. There are many pests that will make your tenants uncomfortable. They often constitute a real health hazard, and tenants won't be happy if they feel like you don't care about their health and safety.

These infestations can make living in the residence unbearable and force people from their homes. In many cases, your property itself is also in danger. Keep this in mind and invest in preventing pests. And make sure that infestations get dealt with right away, to minimize tenant complaints.

Keepe is an on-demand maintenance solution for property managers and independent landlords. The company makes a network of hundreds of independent contractors and handymen available for maintenance projects at rental properties. Keepe is available in the Greater Seattle area, Greater Phoenix area, San Francisco Bay area, Portland, San Diego and is coming soon to an area near you. Learn more about Keepe at <https://www.keepe.com>

What Should a Landlord Do About a Hoarder?

not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises.

The hoarding, which in some states is considered a mental health disorder, would clearly be in violation of this section of the lease.

I would put a “Notice to Cure” on the tenant’s door or hand it to him, stating that the tenant has 10 days to comply with the lease provision or he could be evicted.

Depending upon Ohio state statutes and local ordinances, the hoarding could be considered a “public nuisance” and your tenant could face the prospect of conviction of a misdemeanor.

I would act today to take care of this and either have the tenant clean up or move out.

You will most likely have to evict and clean up yourself. An older person who is a smoker, in a paper-filled environment, seems like a recipe for disaster to me. Good luck.



Dear Landlord Hank:

to be VERY cautious during this novel situation, as you know some people are going to try to move in and not pay rent.

We have continued to market our rentals.

We are lucky to be in an area of the country where first, last and security up front are standard. You could ask for this monetary arrangement to give you the cushion on one additional month's rent.

When we do our background screening we are looking very carefully at work histories, specifically if someone is in a business considered “essential.” That way, the tenant is more likely to continue working.

We are also checking to see that their hours haven't been cut.

It sounds like you have high standards to begin with, so you should be OK to accept a tenant that meets your normal qualifications, especially if he or she is in an essential job.

Good luck and stay safe out there.

Hank Rossi started in real estate as a child watching his father take care of the family rental maintenance business and was occasionally his assistant. In the mid-'90s he got into the rental business on his own, as a sideline. After he retired, Hank only managed his own investments, for the next 10 years. A few years ago Hank and his sister started their own real estate brokerage focusing on property management and leasing, and he continues to manage his real estate portfolio in Florida and Atlanta. Visit Landlord Hank's website: <https://rentsrg.com>

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Everything Landlords Should Know About Emotional-Support Animals

By Holly Welles

Owning a rental property presents many challenges landlords may not anticipate until they become reality. Landlords may not think about certain kinds of insurance until it’s too late, or value community outreach until tenants leave online reviews when their leases end.

It’s also common for landlords to feel caught off-guard when presented with their first emotional-support-animal (ESA) letter.

Many communities, including those that don’t allow pets, find themselves home to individuals who need support pets to live their daily lives. It may challenge landlords to take a second look at their rules and guidelines while they figure out what is or isn’t allowed under each lease.

Read on to learn everything landlords should know about emotional-support animals. After brushing up on federal guidelines, the options available to tenants and landlords will become apparent, and will make the conversation easier for everyone involved.

TENANTS NEED A SIGNED LETTER

Landlords unfamiliar with emotional-support animals may wonder if some tenants want to circumnavigate no-pet rules when they don’t actually require the support. If they present a signed letter, it means they’ve visited with a licensed mental-health professional and have received a diagnosis that requires a companion.

Legally, landlords cannot call the health-care provider unless they receive written and signed consent from the tenant. The doctor may also leave a note welcoming landlords to call him or her with any questions or concerns. During that call, rental management cannot ask for someone’s medical history, even if the tenant gives written consent.

EMOTIONAL-SUPPORT ANIMALS DON’T COUNT AS PETS

Some landlords may struggle with allowing an emotional-support animal on their property because they’ve already established a no-pet policy.

According to guidelines from the Department of Housing and Urban Development (HUD), assistance animals don’t count as pets because they work to provide service, tasks or assistance to make life easier for people with disabilities.

Whether a person has a dog, cat or another kind of animal, if they’ve received a verified letter from a medical professional, landlords must make changes to accommodate them on the property.

TENANTS HAVE RIGHTS

As long as a tenant meets the definition of being disabled, they’re allowed to have an emotional-support



animal. When they require one, landlords must change their policies and services to accommodate them. This includes strict no-pet communities.

Even if a tenant has already signed a lease and agreed to having no animals in their unit, they can still bring home an emotional-support animal if it’s verified. It’s illegal to nullify a lease based on a person’s need to accommodate their disability or reject a potential candidate because they require a service animal.

LIABILITY INSURANCE MAY INCREASE

Because emotional-support animals don’t legally count as pets, they’re not required to meet any community rules regarding restricted breeds and weight limits. It’s one less barrier for people in need to worry about, but it can cause some concerns for landlords.

Restricted breeds and animals above the required weight limit may increase the property’s liability insurance, causing landlords to pay more or lose their policy altogether. Property managers struggle with this, and it’s often the reason a few of the rare emotional-support-animal cases go to court.

If the court is to rule in a landlord’s favor, the landlord must prove that the increased or lost insurance creates an undue administrative or financial burden. Although this is a legal route for landlords to take, these cases rarely result in rulings in their favor. Most of the time, tenants are allowed to keep their emotional-support animals as long as they have their verified letter from a mental-health professional.

RULES LANDLORDS CAN FOLLOW

To help navigate these sometimes-tricky situations, HUD has issued an assistance-animal notice to clarify the terms and legal allowances for emotional-support animals. It guides both landlords and tenants by getting into the finer details of common questions regarding what is and isn’t legal.

Landlords should also be aware that they may need to navigate these waters more often. Emotional-support companions are becoming more common each year, causing people to worry that this allowance will be taken advantage of. Federal law has already considered this because it limits one service animal per person, although in some cases people are allowed to have two or more depending on their disability.

As long as the emotional-support animal doesn’t have a documented history of harming others, landlords cannot reject it from living on their property. Any shown history of threats to other tenants must contain overwhelming evidence to hold up in court.

LOOK TO THE FUTURE OF PET POLICIES

It’s smart for landlords to look to the future and plan for pet-policy changes as the rental landscape adjusts to the needs of tenants. More young people are living in rental units for more extended periods, including when they start families. As their families expand, individuals in their unit may require emotional-support animals and an understanding landlord.

If property managers have any questions or concerns regarding their rights or the rights of tenants, they can look to the assistance-animal notice recently published by HUD for more clarity. It covers most situations that could occur so disputes may find a resolution without the need to go to court.

Holly Welles writes about real estate market trends from a millennial perspective. She is the editor behind The Estate Update, a residential real estate blog, and keeps up with the industry over on Twitter @HollyAWelles.

