

Landlord Must Pay Tenant Allergic to Neighbor’s Support Dog, Court Rules

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3 Ways a Property Manager Can Stand Out

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# 4 Signs That Your Gutters Need Cleaning

KEEPE

With the fall leaf season fast approaching, we have been receiving calls from single-family and multifamily rental homeowners concerned about overflowing gutters. The majority of these calls are coming from the Pacific Northwest, including Seattle and Portland.

Here are four signs that your gutters need cleaning, and several tips on how to properly accomplish the task before fall.

## 1. RAINWATER IS OVERFLOWING

One of the major reasons to have gutters is to drain water from the roof and channel it away from the foundation. This also helps prevent your roof from holding excessive moisture that could lead to the rotting of its wooden parts.

However, when your gutter is filled with debris or wooden particles, it

See ‘Do’ on Page 6

# Valley Rents in Oregon Hold Steady

## APARTMENT LIST

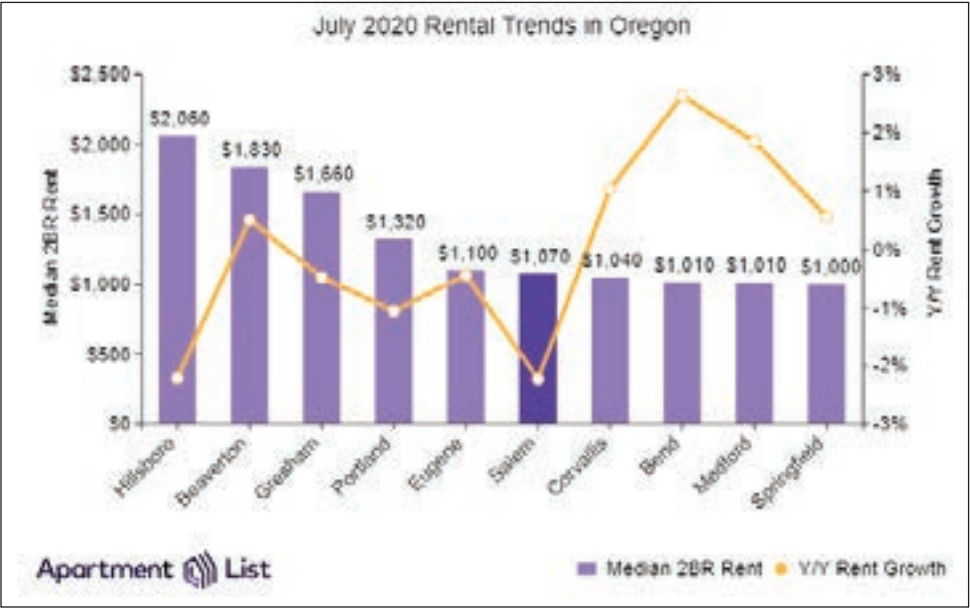
Eugene rents have remained steady over the past month, according to the latest report from Apartment List. However, they are still down slightly by 0.5 percent year-over-year.

Median rents in Eugene stand at \$824 for a one-bedroom apartment and \$1,097 for a two-bedroom.

## CORVALLIS RENT TRENDS WERE FLAT OVER THE PAST MONTH

Corvallis rents have remained flat over the past month; however, they have increased slightly by 1.0 percent year-

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# What’s a Landlord to Do in Difficult Times?

BY JOHN TRIPLETT

Many landlords have been without clear guidance on how to deal with late rent payments, tenants and laws during the moratoriums around COVID-19.

Rental Housing Journal asked a couple of expert Oregon attorneys recently to weigh in on this question: What is a landlord to do in these difficult times?

The attorneys, Bill Miner, partner-in-charge, with Davis Wright Tremaine in Portland, and David J. Petersen, partner, Tonkon Torp LLP and chair of the Real Estate and Land Use Practice Group, had several suggestions for landlords.

Under the current Oregon moratorium, a landlord cannot terminate a tenancy or threaten to terminate a tenancy for nonpayment of rent due based on Oregon law under HB 4213. So far, the moratorium has been extended to September 30.

Landlords so far have avoided being stuck between “a rock and a hard place” Petersen said, “because there’s both a moratorium on evictions for nonpayment

of rent and a moratorium on foreclosure for nonpayment of mortgages, and they both expire September 30. “But unless tenants can start paying rent on October 1 (including back rent), or the foreclosure moratorium is extended, then landlords will be between a rock and a hard place at that time.”

“So for landlords and tenants both, and for their attorneys for that matter, we’re all kind of just in a holding pattern,” Petersen said. “Many tenants are not paying the rent. But many landlords are not paying their mortgages. And nobody can really do anything about it, but come October 1, assuming that the legislature or the governor do not act to do something to extend it or change it, as long as those two things move in lockstep with each other, then it’s not so bad.”

During this difficult time, Miner added, “I think you could probably ask 20 different landlords on the best tactics, and you’ll get 20 different answers. Alternatively, you can ask 20 different landlord attorneys and get 20 different answers.”

Landlords need income for more reasons than just paying the mortgage

Petersen said in the case of landlords, “They’ve got to upkeep the facility. They’ve got to eat. So it’s not a perfect situation, but certainly probably the biggest single expense landlords have is their mortgage. And they got some relief there because the foreclosure moratorium is big.”

So with the rent moratorium and foreclosure moratorium, “if those two things were to get out of whack, then I think things will tend to go haywire. That’s actually what we were worried about before June 30 when (the moratorium) was extended to September 30, because previously the moratorium was set to expire on July 1.”

## So, WHAT IS A LANDLORD TO DO?

Petersen said while not perfect, he would offer a couple of suggestions.

“No. 1, when October 1 rolls around, assuming things don’t change, the rent

See ‘Attorneys’ on Page 4

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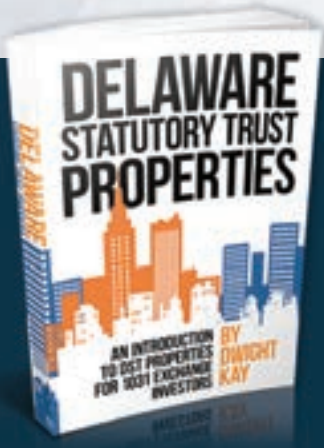
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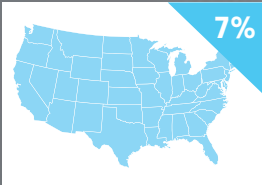
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# Grateful to be Debt-Free: Kay Properties Helps a Client Stay Debt-Free in their \$1M 1031 Exchange into DST Properties for Sale

By the Kay Properties and Investments, LLC Team

Kay Properties is proud to announce the successful completion of five debt-free DST purchases for a couple selling a single-family home in Southern California. They were excited to be able to defer the accumulated capital gains and depreciation recapture taxes that they have accumulated over the many years of owning and managing the property by utilizing Internal Revenue Code, Section 1031. In addition to deferring the taxes by successfully utilizing the 1031 exchange, the clients were grateful to invest and diversify into more passive real estate investments by utilizing the Kay Properties 1031 DST marketplace at [www.kpi1031.com](http://www.kpi1031.com).

The Delaware Statutory Trust exchange investments were completed by Kay Properties and Investments team members Chay Lapin, Senior Vice President, and Matt McFarland, Associate.

Chay Lapin, Senior Vice President, stated, “Over a period of approximately 6 months, we helped educate the clients on the potential pros and cons of real estate, 1031 exchanges and DST structured investments. Through ongoing dialogue and correspondence, the clients decided that they wanted to remain debt-free and take a conservative position in their DST 1031 investments. By the time their single-family investment property sold and they officially entered into a 1031 exchange, we were able to work with them to select 5 different debt free DST properties, diversified across five states and across 4 different asset classes.”

Matt McFarland, Associate at Kay Properties, stated, “After successfully completing their DST 1031 investment purchases, the clients informed me that they were confident with their purchases and diversification profile of their 1031 DST portfolio as we head into an ever-changing and uncertain future.”



About Kay Properties and [www.kpi1031.com](http://www.kpi1031.com)

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# Attorneys Weigh in on How Landlords Can Survive the Times

*Continued from Page 1*

that’s going to come due from October 1 onward is presently due. The deferred rent, or the pre-October 1 period, is not due until April 1, 2021, so landlords would be best positioned to make clear with their tenant that the money they start receiving on October 1 is applied to past-due rent if you can achieve that because then you’ll be both collecting the past-due rent and you’ll be collecting the current rent, assuming of course the tenant can pay.

“On the other hand, if it’s just applicable to the current rent, then you still got this nut for the past-due rent that you’re not going to collect until April.

“So it’s advantageous for the landlord starting October 1 to apply payments first to the past-due rent. So if you can achieve that, that’s good. The way the law is set up in Oregon is that the tenant has to specifically notify the landlord what the rent applies to, the payments apply to, so if they don’t then the landlord would be free to apply it to past-due rent. So that’s the first thing that I would suggest,” Petersen said.

Miner also offered a couple of suggestions.

“If landlords have instances where they have tenants who they know can pay, but (those) people are taking advantage of this bill, the landlord should contact their legislator and give them specific examples of tenants who are taking advantage of the bill.

“To be fair, I haven’t heard of a lot of tenants who are acting in bad faith. But I think we need to know about it if there are, because there’s no means-testing to this bill. It just says: ‘you don’t have to pay rent.’ It doesn’t matter if you can pay, it doesn’t matter if you’ve been negatively affected by COVID-19, or if you’re just being a jerk. So that’s No. 1. Legislators need to know if there are bad apples out there.”

“There’s nothing in the bill that says you can’t remind tenants of what they owe,” Miner said. “It’s okay to continue to send a monthly statement saying, ‘Here’s what you owe. Here are all of your utilities.’ You can send those types of statements.”

Other than that, “a landlord needs to wait until the end of September,” when landlords can send notice in October.

If a landlord asks a tenant to provide information concerning how they plan to pay the rent or a rent payment plan, Miner said that “offering a payment plan and suggesting a payment plan is perfectly okay.” However he said landlords should avoid making any types of threats, or doing anything that sounds like a threat, to the tenant.

Miner says that approaching tenants in a collegial fashion – “We’re assuming that you’re not paying because you’re being negatively affected by COVID, right? We understand these are hard times and trying times ... is there some type of repayment plan that we can work out?” will get the best response.

## PUT THE MAGIC LANGUAGE IN ANY AGREEMENT WITH TENANTS

“If a landlord does end up working out a repayment plan, it’s of course important to get that in writing, get it signed by both parties,” Miner said, adding that HB 4213 set aside some of the waiver arguments found in Oregon law.

“I think if you have a payment plan, you’re still going to want to put the magic language in there that preserves a landlord’s right to bring an action down the road once a landlord is able to bring an action.”

Some attorneys may advise landlords that if they accept partial rent payments, such action could permanently change the amount of rent due in the lease. However, Miner said, “right now the bill suspends the waiver provisions of the statute, which is ORS 90.412.” The current language should protect a landlord from waiver.

“However, tenants’ lawyers are very creative in what they do. And so I think a tenant lawyer could potentially find a run-around of that exception. So I would follow the rules that are found in 90.412 to be safe.

“A landlord should work with their attorney or with their management company to make sure that they have the magic language in there. And the magic language

essentially being: ‘Hey, look, I’m accepting a partial payment. By accepting a partial payment I’m not waiving my right to send you a notice of termination in the future. And everybody agrees that I can, at some point in the future, actually terminate your tenancy if you don’t pay the balance.’ I think something along those lines. Most forms that management companies or attorneys use have that magic language included.” Miner said.

Petersen pointed out another issue involving current leases.

“If landlords already have a lease amendment in place that they entered into with their tenants, pre-June 30, and that amendment is stricter for the tenant than the current rules of the current moratorium, chances are it’s unknown whether or not that will be enforceable.

“The legislature tried to address that in the bill and said that basically any other private arrangement reached between landlords and tenants that was harsher for the tenant than this bill aren’t enforceable. I think it remains to be determined whether that’s legal – if they can interfere with a private contract in that fashion.

“So landlords who have lease amendments in place that attempted to deal with COVID-19 that were less generous to the tenant than the law, depending on the financial incentives, may have an incentive to try to enforce that nonetheless, but it remains to be seen whether or not that’s going to happen.”

Petersen added, “I suspect some landlord somewhere will test it, sooner or later, and then we’ll know.”

When asked about the ability to change private agreements, Miner added, “it is an important question of whether the Legislature is violating the Contract Clauses of the Oregon and U.S. Constitutions, especially when the Legislature is allowing individuals who may not be negatively affected by the emergency declarations. If a landlord ends up in a lawsuit alleging violations of the law, the landlord should talk with their lawyer about such an argument. Is the law Constitutional?”

## MAINTENANCE, HABITABILITY REQUIREMENTS AND SECURITY DEPOSITS

Both attorneys agreed that landlords and property managers may want to put some maintenance or other improvements on hold unless it affects the landlord’s habitability requirements under Oregon law.

“Defer all the maintenance you can defer,” Petersen said. “You have very limited cash flow and you’re going to have to do triage. Non-essential building maintenance is probably just going to have to wait. I think a tenant would have a hard time complaining that their building is not being maintained to the standards that they’re used to given that they’re not paying the rent.

“There is an implied warranty of habitability in all residential property in Oregon, so the landlord is still going to have to meet that minimum habitability standard,” Petersen said.

As far as the maintenance side, “that’s another problem with this bill,” Miner said. “Landlords continue to have habitability requirements. They have to meet their duties for maintenance. But if you have improvements or something along those lines, (it’s) probably best to put those things on hold until we get through this pandemic,” Miner said.

Miner said landlords and property managers cannot use security deposits to help pay for maintenance or to help with mortgage payments.

“Those security deposits are still security deposits that you are holding under the Landlord Tenant Act. If you are having a difficult time with making a mortgage payment, the best thing to do is to contact your mortgage provider and ask if you can get relief, especially if you’ve been economically harmed. Of course, the landlord as a borrower is probably going to have to actually show some economic harm.” Miner said.

Petersen said his advice for landlords who are not getting rent payments from tenants is “to get out in front of it with your lenders. Lenders right now, in our experience, my experience and my firm and my creditors’ rights group, is that lenders are also in a kind of a cooperative mood right now, and they’re perfectly willing to work out payment plans, forbearance agreements.

Miner said while many people are focused on and talking about the non-payment of rent, “If there were other violations going on, or other breaches of the rental agreement, make sure that you’re enforcing those breaches.”

Petersen said the courts are operating in Oregon on a limited basis.

“So at least in theory, you could even get into court today on a lease-enforcement action if your tenant was in default for something other than nonpayment of rent, by violation of a use clause or hazardous materials, or who knows? Anything that’s not nonpayment of rent is still at least, in theory, something that could result in a termination of a lease and an eviction. Now, I highly doubt you’re going to get the kind of rapid response that you normally get for forcible entry and detainer, or unlawful detainer as they call it in California, but you still should be able to do it,” Petersen said.

## THE COMING CLASH OF POLITICAL FORCES

Petersen compared some of the differences between commercial landlords and the residential side.

Petersen said on the residential side, there’s going to be an interesting clash between tenants who just can’t make up the past rent and the trend in Oregon to protect tenants.

“That’s going to be really interesting to see how that plays out. On the commercial side, I guess there’s a little less sympathy for the tenant that can’t pay its rent. I think we probably are going to see come April next year – or even October – a rash of evictions, tenants just walking away or filing for bankruptcy. Those are probably the three most likely outcomes.

“I think in the residential market is where the rubber’s really going to hit the road, because the legislature and the governor are going to be stuck between the financial reality for landlords who aren’t getting paid rent, and kind of the political winds that blow in favor of tenants,” Petersen said.

Miner said, “At this moment in time, the tenant lobby is very powerful. They have the ears of important legislators and have been effective in getting their message out. They have also been able to use actions a few bad apple landlords to push through sweeping laws that has a negative effect on the vast majority of landlords. For whatever reason, the legislature is afraid to go up against these tenant groups.

“I think it is really important for the landlords to get organized. Right now, they are not speaking with a cohesive voice. Landlords need to understand what their associations are doing and saying, because I do think that there have been some instances i where some pro-landlord organizations or individuals associated with those organizations are saying, ‘Oh, these types of changes are just fine.’ And so some of the pro-tenant legislators are saying, ‘Oh, look, we have at least one landlord that’s okay with this; therefore we’re covered.’

“Again, it’s important for landlords to know what’s going on with their associations. Ask the questions like, ‘What do you think of this? What are you doing to protect us?’ Ultimately I think we’re going to keep seeing the same types of proposals and disregard for the negative affects of landlords until we start fighting it at the Legislative level and in the Courts. How far can a Legislature go to challenge our existing contracts? How far can a Legislature go to lump all landlords in the same category? How are we expected to continue paying our obligations?”

“It’s one thing to have an emergency, and to be able to interfere with people’s contracts because of an emergency, but is the Legislature’s response to the emergency too broad?” Miner said.

“If there are people out there who are taking advantage of this, if there are tenants out there who can pay but are choosing not to pay for whatever reason, then they’re taking advantage of the situation. I would imagine that the governor and the legislature – that’s not their intent either.

“So we need to really narrow future laws to make sure we have common sense solutions, and the best way to do that is to get the landlords to the table,” Miner said.







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<input type="checkbox"/> Pet rent	\$ _____	_____
<input type="checkbox"/> Garage	\$ _____	_____
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<input type="checkbox"/> Storage	\$ _____	_____
<input type="checkbox"/> Utilities	\$ _____	_____
<input type="checkbox"/> NSF fees	\$ _____	_____
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The Emergency Period of Oregon's Eviction Moratorium is set to expire after September 30th. The M176 OR Emergency COVID-19 Balance Reminder form is FREE to use in the meantime, a great strategy to keep residents updated of any unpaid rent or monies carrying over during the moratorium.

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WEBINAR: LEASING ONLINE WITH  
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WEBINAR: AUGUST LANDLORD STUDY  
HALL — 6:30 PM - 8:00 PM

AUGUST 7

WEBINAR: SPECTRUM SUPPLIER BOOTH  
Q&A ROUNDTABLE — 10:00 AM - 11:00 AM

AUGUST 10

WEBINAR: LANDLORD TENANT LAW 1,  
PART B — 10:00 AM - 12:00 PM

AUGUST 11

WEBINAR: FAIR CITY OF PORTLAND  
\*UPDATE\* — 10:00 AM - 11:00 AM

WEBINAR: WORKING AND LIVING DURING A  
PANDEMIC — 1:00 PM - 2:00 PM

AUGUST 12

APARTMENT ONSITE TEAMS DAY — 12:00  
AM - 12:00 AM

WEBINAR: HR ISSUES - GENERATIONAL  
CONSIDERATIONS — 12:00 PM - 1:00 PM

AUGUST 14

WEBINAR: IT'S THE LAW: TENANTS GONE,  
NOW WHAT — 12:00 PM - 1:00 PM

AUGUST 17

WEBINAR: LANDLORD TENANT LAW 2,  
PART A — 10:00 AM - 12:00 PM

AUGUST 18

WEBINAR: FAIR CITY OF PORTLAND -  
APPLICATIONS AND SCREENING — 10:00  
AM - 11:30 AM

WEBINAR: WA IT'S THE LAW — 12:00 PM -  
1:00 PM

AUGUST 19

WEBINAR: UTILITY BILLING WORKSHOP —  
10:00 AM - 11:00 AM

AUGUST 20

WEBINAR: FAIR CITY OF PORTLAND -  
SECURITY DEPOSITS — 10:00 AM - 11:30 AM

AUGUST 21

WEBINAR: INDOOR AIR QUALITY — 10:00  
AM - 11:00 AM

AUGUST 24

WEBINAR: LANDLORD TENANT LAW 2,  
PART B — 10:00 AM - 12:00 PM

AUGUST 25

WEBINAR: EVICTIONS POST COVID-19 AND  
HB4213 — 10:00 AM - 12:00 PM

AUGUST 31


WEBINAR: ADVANCED LANDLORD/TENANT  
LAW — 10:00 AM - 12:00 PM

SEPTEMBER 9

WEBINAR: HR ISSUES - EMPLOYEE  
ENGAGEMENT — 12:00 PM - 1:00 PM

SEPTEMBER 14-18


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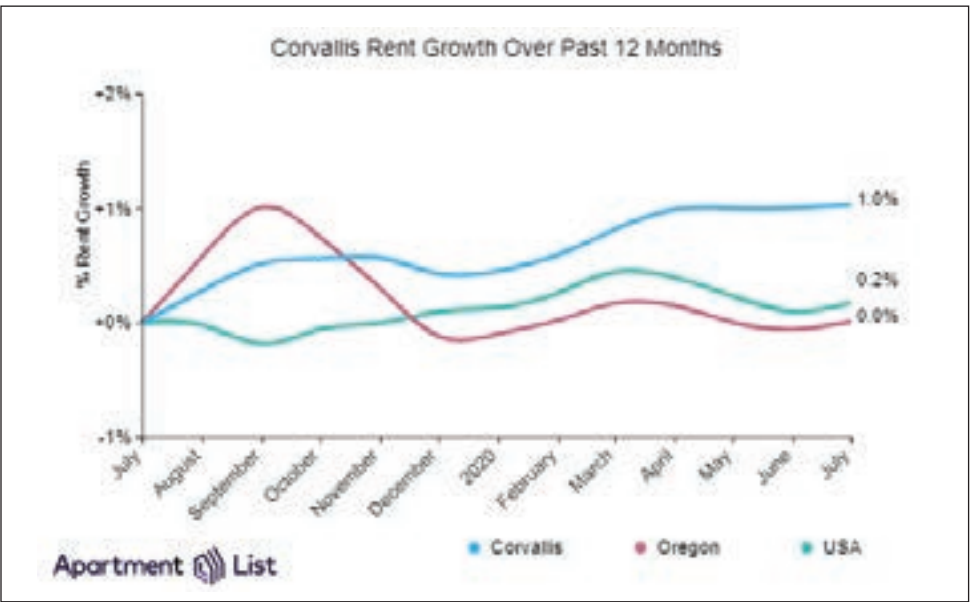
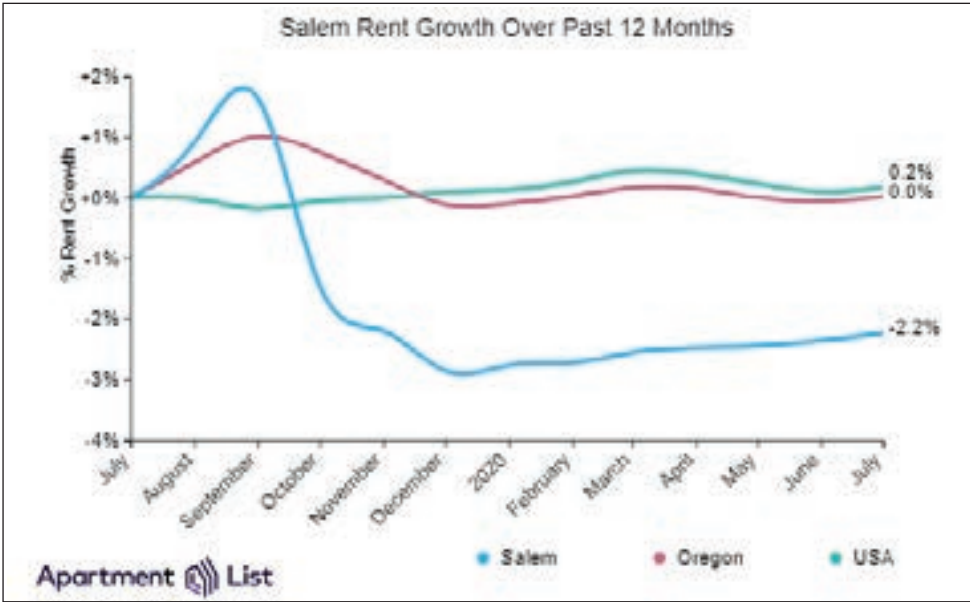


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# Salem Rents Remain Steady Over Past Month

Continued from Page 1

over-year. Median rents in Corvallis are \$833 for a one-bedroom apartment and \$1,045 for a two-bedroom.

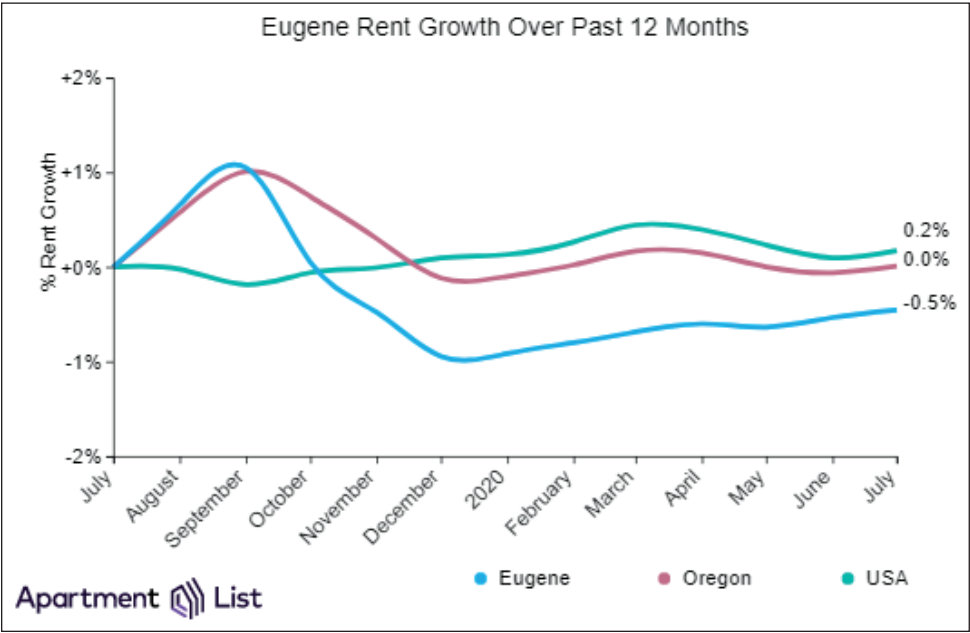
## SALEM HALTS RENT DECLINE OVER THE PAST MONTH

Salem rents have remained steady over the past month, but are down significantly by 2.2 percent year-over-year.

Rents in Salem stand at \$813 for a one-bedroom apartment and \$1,069 for a two-bedroom.

Apartment List is committed to making its rent estimates the best and most accurate available. To do this, they start

with reliable median rent statistics from the Census Bureau, then extrapolate them forward to the current month using a growth rate calculated from their listing data. In doing so, they use a same-unit analysis similar to Case-Shiller's approach, comparing only units that are available across both time periods to provide an accurate picture of rent growth in cities across the country. Apartment List's approach corrects for the sample bias inherent in other private sources, producing results that are much closer to statistics published by the Census Bureau and HUD. Their methodology also allows them to construct a picture of rent growth over an extended period of time, with estimates that are updated each month.



# Do Your Gutters Indicate They May Need Cleaning?

Continued from Page 1

becomes difficult for it to control the water and even channel it away from your property.

## 2. PRESENCE OF ALGAE AND DEBRIS

Algae, debris, and dirt are most likely to find their way to your gutter one way or the other.

If you notice the presence of birds and critters, you may want to check if there is debris in your gutter.

Failure to clean your gutter of algae and debris may lead to mold growth, which can damage the exterior area of your home.

## 3. STAGNANT WATER AROUND THE FOUNDATION

Your foundation is the anchor that holds your home to the ground and prevents moisture or even flood water from getting in.

But a clogged gutter can cause severe damage to your foundation if not cleaned properly and early.

If you notice a pool of standing water around your foundation, it could be caused by gutters not working properly.

## 4. STAINS ON YOUR SIDING

If you notice any form of stains or streaks on your siding, it may be time to

get your gutters checked and cleaned.

This is because when your gutter is clogged with debris and leaves, water is not able to flow properly, causing it to seep into the siding.

## CONCLUSION

Should you hire a professional to clean your gutter amid the COVID-19 pandemic?

While you may be able to handle minor gutter cleaning, you should consider hiring a professional company to handle bigger jobs.

This will help you get the job done on time and correctly the first time.

Most importantly, with the coronavirus pandemic and social distancing ruled, a professional will adhere to local health rules. Our professionals do not need to set foot inside your property to handle gutter cleaning.

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>.

# GOT LEAKS?

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A court has ruled that a landlord caught in a “pickle” must pay a tenant with dog allergies the value of one month’s rent because a nearby apartment was leased to another tenant with an emotional-support dog, according to *The Gazette*, in Cedar Rapids, Iowa.

The apartment building had a no-pet policy, but the landlord made an accommodation required under Fair Housing rules for the tenant with the emotional-support dog.

After years of litigation, In a 4-3 decision, the Iowa Supreme Court overturned a district court ruling that concluded the landlord, 2800-1 LLC, shouldn't have allowed the tenant to have a dog because of the other tenant's pet allergies; the lower court then dismissed the case because the law governing accommodations for emotional-support animals wasn't clear, *The Gazette* newspaper said.

Iowa Supreme Court Chief Justice Susan Christensen, who wrote for the majority, said the two tenants — Karen Cohen, who had severe allergies, and David Clark, who had the dog — had the landlord in a “pickle” trying to accommodate both of them.

However, the landlord, who isn't identified by name in the ruling, should have denied the dog request because Cohen lived there first and the dog posed a direct threat to her health.

Christensen pointed out that this ruling is based on the specific facts of this case.

“Our balancing in this case is not a one-size-fits-all test that will create the same result under different circumstances, such as when the animal at issue is a service animal for a visually disabled person,” Christensen told the newspaper.

The court concluded that Cohen, who suffered allergic attacks, was entitled to her claims of breach of lease and breach of the “covenant of quiet enjoyment.”

The ruling shows Cohen has a “medically documented severe allergy” to pet dander that causes nasal congestion, swollen sinuses and excess coughing. Her allergic reaction is more severe when exposed to cats, requiring her to carry an epinephrine auto-injectable device to protect against anaphylactic shock.

She needed an apartment that didn't allow pets and signed a lease from 2800-1 LLC on Nov. 11, 2015 for the term of July 2016 to July 2017. Cohen relied on the lease that stated no pets were allowed in the building.

On Jan. 18, 2016, Clark signed a lease to rent an apartment down the hall from Cohen during the same lease period, according to the ruling. Clark's lease also included the no-pet provision.

On or around Aug. 23, 2016, Clark gave the landlord a letter from his psychiatrist that explained he had an “impairment in his ability to function.” The psychiatrist asked the landlord to allow Clark to have a dog to benefit his “health and well-being.”

The leasing and property manager notified other tenants in the building to see if anyone had allergies to dogs, according



to the ruling. Cohen responded, detailing her allergies to dogs and cats.

The property manager then contacted the Iowa Civil Rights Commission and requested a formal agency determination, even though nobody had filed a complaint, the ruling states. The commission employee said the property manager and landlord should accommodate Clark and Cohen, instead of denying the request for the emotional support dog.

There was no formal finding by the commission regarding this situation, according to the ruling.

The Davis Brown law firm writes on <https://www.jdsupra.com/legalnews/conflict-over-emotional-support-animals-36699/> that “The court noted that the first-in-time factor ‘tipped the balance’ in Cohen’s favor.” The court also explained that the first-in-time factor aligned with those of other courts that have rejected requested changes to a residential complex’s contract when those changes interfere with the rights of third parties.

“The takeaway: Landlords can and should consider this first-in-time principle in their analysis of accommodation requests where the well-being of two tenants conflict with one another. Though, landlords must remember the first-in-time principle is only one factor in their analysis,” the Davis Brown firm writes.

The landlord allowed the dog and assigned Cohen and Clark to use separate stairwells to keep Cohen free from pet dander, according to the ruling. The landlord also bought an air purifier for Cohen's apartment.

The yearlong efforts were insufficient to prevent Cohen from having allergic

Then Cohen filed a small-claims action against the landlord for one month's rent as damages. After a hearing, the court dismissed Cohen's case, concluding the landlord made reasonable accommodations of both Clark's and Cohen's needs. There was no breach of contract of quiet enjoyment.

Cohen appealed to the district court, which concluded that the landlord made sufficient efforts that would justify denying Clark's request, and dismissed Cohen's claims because the law was unclear. The Iowa Supreme Court then overturned that decision.

The Brown Davis law firm on JD Supra writes, “While this landlord seemed to try its best navigating the waters of fair-housing law and conflicting tenant interests, such efforts were not sufficient.

“Hindsight is always 20/20, but perhaps this landlord should have continued to work through the interactive process with both tenants to find a goal that was acceptable to both tenants, should have informed Clark of the option of moving to another building, could have tried to obtain a formal opinion ruling from the ICRC (Iowa Civil Rights Commission) on, and/or should have sought legal counsel earlier in the process.”

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# 3 Ways a Property Manager Can Stand Out

RENTAL HOUSING JOURNAL

Being a property manager is one of the most demanding careers in the real-estate industry. Meeting the high expectations of tenants, landlords, colleagues, and contractors is no small task.

A rental property manager may need to handle the tasks of finding and screening new tenants, maintenance issues, handling renters’ complaints, and leases. This means that for a property manager to be successful, they need to possess excellent management skills.

With the property-management industry being a lucrative career in recent years, there is a massive influx of individuals seeking to take up property management as a career. According to a report by Statista, there are approximately 80,000 property managers in the United States.

Considering that level of competition, it’s important that property managers learn strategies to stand out from the crowd.

### 1. BE AVAILABLE AND RESPONSIVE

Successful property management entails being available and responsive.

You have to be available to respond to your tenants, landlord, and even contractor messages or requests. Today, tenants want a property manager to whom they can easily communicate their fears and desires about their apartments. Responding to your tenant’s request or complaint in a timely manner will help you build trust with your tenants and clients. On the other hand, being unavailable will only earn you negative reviews or ratings, and will hurt your chances of scoring new clients.

### 2. HAVE AN EXCELLENT UNDERSTANDING OF YOUR RENTAL PROPERTIES

To be ahead of your competition, you need to



have a complete understanding of the properties and neighborhood(s) you manage.

Start by learning all their unique features and selling points. Learn more about the neighborhood, entertainment areas, relaxation spots, education facilities, social amenities, and business areas. Such information will make it easier for potential renters to decide whether this is a place they would want to live. The more knowledge you have about your rental properties and neighborhood, the higher your chances of attracting and retaining tenants.

### 3. SET REALISTIC PRICES FOR YOUR RENTAL AND SERVICE

When it comes to finding a rental, price is one of the most important considerations for most renters.

If the rent is set too high, potential tenants are likely

to overlook it and go to the competition. Therefore, do your due diligence before setting the price. A property manager could consult an experienced real estate agent to find out what others in the neighborhood are charging for similar properties. Finding the right price will help lower your vacancy rate and boost your occupancy rate.

In addition to setting the best rental rate to make both tenants and clients happy and to keep your property management business running, you need to think about how much you should charge your clients. In addition, try to offer unique services that allow you to charge more and help to attract property management clients as well.

### THE BOTTOM LINE

If you want to stand out from the crowd, you’re going to have to do things a little differently. Just be sure to keep an eye on the growing competition!

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