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RHJ

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How to Deal With Gun Fired into Apartment Below

EDITOR'S NOTE: RHJ gets regular questions for landlords and attorneys; this one comes from a concerned tenant who says the upstairs tenant discharged a gun and the bullet came through the ceiling in the apartment below. Attorney Denny Dobbins provides his personal take as a landlord attorney (based on Arizona law), on the information provided by the tenant in a question-and-answer format.

BY DENNY DOBBINS

Question from the tenant: The tenant above me discharged a firearm into the floor and the bullet came through my ceiling.

Answer from Dobbins: The way this is worded raises the question of

See 'How' on Page 14

'Renter-Protection' Policies Not Working (I Hate to Say I Told You So, But...)

EDITOR'S NOTE This article, from Seattle property management professional Cory Brewer, carries a powerful message on an issue with implications across the entire country.

BY CORY BREWER

I have spent a lot of my time this year trying to get an important message across: Legal regulation is killing rental-housing supply in Seattle.

Whether it is via written article, calls and emails to elected officials and meetings with their staffs, or TV and radio interviews with news media, the message has been consistent. I've laid out facts and offered carefully reasoned predictions. I've partnered with my colleagues from around Washington State to compare data and share stories.

See 'Renter-Protection' on Page 7



Is Your Tenant a Tool? (It's Not What You Think)

BY SCOT AUBREY

A few years ago my wife decided to surprise me by organizing our garage. I was reluctant at first because my garage has always been the one safe place for me to put my stuff; no questions asked. I knew once the organizing process started, there would be a lot of questions from her and a lot of push-back from me.

We started by emptying the contents of my tool bag, some of which were embarrassingly still in their original wrapper. After pulling out five or six screwdrivers, my wife asked, "Do we really need this many screwdrivers? After all, you only have two hands."

What I knew that she did not is that each screwdriver (flathead, phillips, ratchet, magnetic) had unique characteristics that made it especially useful. This process continued as we worked our way through cutters, pliers, and other odds-and-ends, with a brief explanation of why I needed each, and its usefulness.

Reviewing rental applicants remind me a lot of this initial organizing experience. When we open up the pool of possible tenants for our properties, we are almost

See 'Tenants' on Page 10

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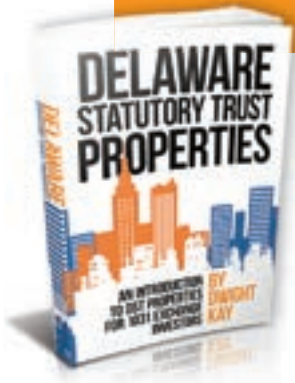
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What is a Delaware Statutory Trust Sponsor Company?

By **ALEX MADDEN, VICE PRESIDENT, KAY PROPERTIES AND INVESTMENTS, LLC**

Many 1031 exchange investors have never heard of a DST Sponsor, what they are, or what they do. It is important for investors considering DST properties to understand the role of a DST sponsor and what they do. After reading this article, a 1031 exchange investor should have a better understanding of what a DST sponsor company is and does, and why they play a critical role in the DST 1031 investment picture.

WHAT IS A DST SPONSOR?

As with other real estate investments, the term “sponsor” is used to identify the person or firm that basically “quarterbacks” the DST investment from start to finish, including structuring the investment to make it available for accredited investors including those in a 1031 exchange as well as cash investors. Whether it is an entire portfolio of net-leased retail buildings located across multiple geographic areas or a single multifamily building located in a single neighborhood, the role of the DST Sponsor is to find viable real estate deals in which accredited investors will be interested in investing for their DST 1031 exchange process.

THE ROLE OF A DST SPONSOR?

A DST Sponsor’s role starts early on in a real estate investment. Many times, the DST Sponsor is actively involved with negotiations or plans months before investors or 1031 advisors even hear about a potential investment property. Typically, a DST Sponsor company will evaluate hundreds of properties across a vast swath of geographic territory for purchase, until they eventually make offers on a few of them. Sometimes the DST Sponsor finds these properties via on-market opportunities and other times off-market opportunities. Once a property is identified as a potential investment opportunity, they will then negotiate the purchase agreement and assemble the necessary equity capital and

debt financing needed to acquire the property. The DST Sponsor then negotiates the terms of the purchase and sale agreement, and prepares all the investor marketing materials. The DST Sponsor also oversees all pre-acquisition activities, including all due diligence (such as engaging specialists to provide third-party reports and reviewing existing financial information, among other things.).

As mentioned, DST Sponsor companies will often handle most of the financing aspects related to acquiring properties offered for a DST investment. This can include combining the combining the firm’s own capital with some kind of bridge loan for the acquisition, and then arranging any long-term debt that will be included in the transaction. This long-term debt can be an extremely important element from an investor’s perspective, as many DST investors need to replace debt as part of their DST 1031 exchange, and a property that has existing leverage can be helpful to these clients.

How We Evaluate Our Sponsors

Clearly DST Sponsors play an important role in a DST real estate investment, and therefore it is critical that the sponsor be highly qualified. Kay Properties & Investments works with 25-30 different DST Sponsors who, along with their property offerings, are always carefully vetted. A good DST Sponsor brings specific expertise to the project like intimate knowledge of the market or a deep understanding of the asset class - or both!

Not all sponsors are created equally. Some are much more qualified than others. So we ask the following questions for any prospective DST Sponsor.

- How much experience do you have with the local market and with that asset class?
- Have any of your prior real estate investment offerings failed to meet expectations?
- How good are you at evaluating risk?

- What systems do you have in place to ensure proper management of the project?
- In short, the DST Sponsor is an important element in a DST investment’s success, so it’s important to work with a DST Sponsor that’s highly-qualified. When investing in DST investments, be sure to understand who you’re working with, what they’re responsible for and how they plan to execute on the project’s business plan.

Kay Properties provides a complete platform for real estate investors including providing access to a marketplace of DSTs from more than 25 DST sponsor companies, custom DSTs only available to Kay Properties clients, A DST secondary market - for those wanting to sell their DST interests prior to the property selling, the largest selection of debt free DSTs in the industry and leveraged DSTs for a 1031 debt replacement. For more information, please call Kay Properties today at 1-855-899-4597 or visit www.kpi1031.com to register for one of our exclusive DST 1031 events.

ABOUT THE AUTHOR:

Alex Madden joined Kay Properties and Investments as a vice president and DST 1031 expert, helping clients navigate the nuances and rules surrounding this unique investment universe. Prior to joining Kay Properties, Alex was a specialist at KPMG’s Management Consulting Federal Advisory practice where he consulted for the Department of Housing and Urban Development (HUD) and Federal Housing Authority (FHA), specifically in the Multi-Family, and Single-Family space.



Alex is a former US Army Ranger with multiple deployments to where he attained a rank of Chief of Staff in an elite Special Operations Task Force. Alex graduated from Salve Regina University, in Newport Rhode Island, with a degree in European History.

About Kay Properties and www.kpi1031.com

Kay Properties & Investments 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 \$21 Billion of DST 1031 investments.

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

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www.RentalHousingJournal.com

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What Do Tenants Prefer in Single-Family Build-to-Rent?

RENTAL HOUSING JOURNAL

Tenant preferences in the single-family build-for-rent space are now backed up by some solid research from John Burns Real Estate Consulting.

“We now have concrete data to back some of the multi-million dollar decisions that single-family rental developers make,” Burns says.

“Our New Home Trends Institute group (join here if you haven’t yet) surveyed nearly 1,200 single-family renters with rent budgets of \$1,000+ to figure out what matters most in a single-family rental home. We paired the results with our homeowner survey findings and DesignLens™ database” to come up with our conclusions about tenant preferences.

Those preferences fall into four major categories:

- Pet decisions
- Room-by-room finish and materials decisions
- Home office decisions
- Amenity decisions

The Burns report says that being pet-friendly is key. “Pet friendliness is the third-highest ranking reason that single-family renters choose to rent a home over an apartment, falling below a private yard (also important for pets) and having no one living above or below. Thoughtful niches dedicated to pets (like the one below) are very appreciated by pet owners without alienating those who don’t have pets, since they can use the space for storage.”

DON’T SPEND ON PET SERVICES

Don’t bother offering services like dog walking for an additional fee. Only 15 percent of renters would even consider opting in. Single-family renters would much prefer paying extra for lawn or interior-maintenance services.

SPEND EXTRA FOR A FABULOUS KITCHEN

Higher quality finishes mean more to tenants, and a great kitchen can make a huge difference for renters choosing a property.

“Premium kitchen finishes and energy-efficient appliances are huge draws for single-family renters, with 42 percent considering them a top influence for choosing a home above others. Don’t forget about ease of cleaning, which is a top pain point among owners and renters alike.”

SPEND LESS ON PREMIUM FLOORING, HEALTHY HOME CERTIFICATIONS, SMART TECH

This falls into the “nice to have but not needed to get quality renters” category with which landlords are very familiar. These features ranked at the bottom of the list of draws for single-family renters in the Burns research and they do not sway rental decisions. “That said, we also advise developers to spend extra money on materials that will reduce damage and



reduce the work needed to get the home ready for a new tenant.”

DEVOTE MORE LAND TO RELAXATION AMENITIES – NOT SOCIAL ACTIVITIES

Preferences for nature, security, and leisure amenities highlight the fact that single-family renters want a community in which they can relax. That will influence renters’ decisions on choosing a community. Social events (e.g., concerts or movie nights), community gatherings (e.g., farmers’ markets), and event spaces (e.g., party rooms) were the three lowest-ranking amenity options among single-family renters.

THE HOME-OFFICE REQUIREMENT

“Our recent work-from-home survey finds that 51 percent of full-time employed households plan to work from home next year (38 percent hybrid, 13 percent exclusively from home),” the report says.

The desire for a home office varies by life stage.

Singles or couples can use an extra bedroom for an office, so a dedicated space for them is not an absolute requirement. However a full office or den matters more for single-family renters with children.

SUMMARY

“Our consulting experts will tell you that each location and development density have nuances to these conclusions, and our DesignLens™ team can share great design ideas for each density configuration and target life stage you are considering.

“If you are interested in learning more from our consultants, our DesignLens™ Director, or our monthly consumer surveys and prestigious design councils, please fill out this form or email Mikaela and one of our team members will get back to you soon,” John Burns Real Estate Consulting says in the report.



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4 Signs That Gutters Need to be Cleaned

KEEPE

This month’s maintenance tip is a reminder that fall leaf season means now is a good time to check your rental property gutters to prevent overflowing gutters. Here are four signs your gutters may need cleaning.

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

2. PRESENCE OF ALGAE AND DEBRIS

Algae, debris, dirt and leaves are most likely to find their way to your rental property gutters 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. It can make a nice nest for the birds which could lead to even more maintenance issues.

Failure to clean your gutter of algae and debris may lead to mold growth, which



can damage the exterior area of your rental.

3. STAGNANT WATER AROUND THE FOUNDATION

Your foundation is the anchor that holds your rental 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.

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.

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Managing Common Situations You May Encounter With Emotional Support Animals

By The Fair Housing Institute

Emotional support animals can come in all shapes and sizes, making it difficult to know how to properly handle accommodation requests and avoid possible fair-housing complaints. This article will discuss the proper verification process for emotional support animals based on the Fair Housing Act and how to manage some common situations that may arise.

EMOTIONAL SUPPORT ANIMALS - PROPER VERIFICATION

How do you handle an applicant who states they have an emotional support animal and presents you with an ESA letter? This can be tricky, as many of these letters can be obtained from the Internet without much of a professional relationship between the resident and the verifier.

To help with these situations, you should have a verification process in place based on the Fair Housing Act that includes the following:

QUESTIONS TO ASK THE RESIDENT:

- Did you contact the verifier for the sole purpose of obtaining an ESA letter?
- Have you had more than one or two brief contacts with the verifier for the purpose of providing a verification?
- Does the verifier have personal knowledge of your disability and need for an animal?
- Has the verifier provided you with medical or mental health services?

QUESTIONS TO ASK THE VERIFIER:

- Did the resident contact you for the

purpose of obtaining a verification?

- Other than providing a verification for an assistance animal, do you have an ongoing professional relationship with the resident by providing medical or mental health services beyond providing a verification?
- Do you have adequate personal knowledge of the resident to be able to make a diagnosis of a disability? Please note: We are not requesting that you provide the diagnosis.

As you can see, the above questions will establish whether or not the resident has an ongoing relationship with the verifier and meets the criteria of having a disability that requires the aid of the animal.

BREED AND SIZE RESTRICTIONS

Can you restrict an ESA (emotional support animal) based on breed or size?



The short answer is no. If the need for the animal has been verified, the Fair Housing Act states that accommodations must be

made. Your job is to now welcome Muffy the 100-pound Rottweiler, or Wilbur the pot-bellied pig, to the family.

UNDISCLOSED OR MULTIPLE EMOTIONAL SUPPORT ANIMALS

You just received a notification from a maintenance staff member that a resident has multiple animals. Further investigation shows that the pets were not disclosed on their rental application. The resident states that they are all emotional support animals. What now?

Whether it's one or multiple animals, you need to follow the same verification procedures. The only difference here is that each animal would have to provide a different service. If each animal can be verified, then accommodations need to be made.

In conclusion, we can see that the Fair Housing Act protects the need for emotional support animals under certain circumstances. A verification process along with fair housing training will ensure everyone's needs and rights are met.

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‘Renter-Protection’ Policies Simply Not Working

Continued from Page 1

One thing is abundantly clear: Lawmakers have put targets on the backs of corporate landlords, and their crusade against this existential bogeyman has resulted in nothing but collateral damage.

Over the course of countless state legislature, city, and county council meetings I have heard testimony from local mom-and-pop housing providers about concerns over “renter-protection” policies aimed at “profiteering” corporate landlords ... but you know who never calls in to voice opposition? Corporate landlords.

WHO REALLY STANDS TO GAIN?

Why? I propose to you that in the end, the only group that stands to gain from “renter-protection” policies are, ironically, the corporate landlords that they are intended to harm. These corporations are often not local, and in many cases may not even oppose the legislation because – even while anti-landlord by definition – the policies do little more than to drive out the mom-and-pop competition. Large corporations built on the economy of scale can absorb short-term losses and come out the other end way ahead when renters have fewer choices.

Some will say that the loss of single-family rental homes is no problem because so many new housing units are being added to the Seattle market. The problem is that three+ bedroom houses are being “replaced” by one-bedroom apartment units, which are not suitable replacements at all. The city of Seattle runs the RRIO program (Rental Registration & Inspection Ordinance) as a way to, among other things, attempt to establish a database of the rental-housing stock in the city. Their 2020 report indicates a loss of 4,858 property registrations compared to the previous year (a drop-off of 14.4 percent). During the same time period the *unit* count only decreased by 0.65 percent. So what is going on here? Clearly single-family houses are going away, and apartment units are “replacing” them. Apartment units don’t work for everyone, especially in this new age of working and schooling from home.

This is becoming, as I predicted, increasingly difficult for those that the “renter-protection” policies are supposedly meant to help: low-income renters. I recently spoke with Chris Klaeyen, an adviser with the Seattle Housing Authority, which administers Section 8 housing assistance vouchers to low-income renters. Here is what he had to say: “Generally we do find that Seattle has a shortage of larger (3+ bedroom) units. This obviously creates a difficult situation for the families we serve. Many of the new buildings coming online have primarily studios and one-bedroom units.”

CHECK THE NUMBERS

Let’s look at some year-to-date numbers through the third quarter of 2021 to prove this theory:

The availability of a three+ bedroom rental home in Seattle is down 5 percent this year compared to the previous five-year average. Pricing of such a home is concurrently up 3.5 percent, the largest year-over-year increase going back five years (according to NWMLS data). It’s



getting increasingly more difficult and increasingly more expensive to find a suitable family rental home in the city of Seattle.

At my brokerage we saw a 48 percent spike in the number of our Seattle clients selling off their rental homes in 2020, compared to 2019. Here at the end of Q3 2021 we have officially surpassed the 2020 total. That’s right, more clients have sold this year with three months left to go than all of last year. At this pace we’ll be looking at another 35 percent increase *on top of* last year’s 48 percent increase. These numbers are tracking very similarly to data I collected at the end of June from a dozen other property managers around the state, at which time we projected a 38 percent increase by year’s end.

And I do want to be very clear about something, which I pointed out in my first *Seattle Times* article back in June of this year: As a property management firm, while we have clients selling off their properties, our client roster continues to grow each year. I can very easily make the argument that increased legislation makes the market more difficult for mom-and-pop housing providers to self-navigate and so they make the decision to hire a property management firm like ours. This increases their operating-cost basis and ultimately increases rents. I could argue that these “renter-protection” policies are actually good for business! Even then, I oppose them because they are just flat-out bad policies.

WHAT CAN WE DO ABOUT THIS?

We can vote. While it may be accelerated here in Seattle due to radical city council ideologies, this problem is not unique to Seattle. We need to take a good, hard look at the candidates running for office – wherever any given reader may be from – and understand their approaches to housing policy.

We can offer up legal challenges to these policies as well, and that is the approach we should take when opportunities present themselves in the short-term. There is a strong argument that some of these policies amount to a government “taking” of private property without due compensation. But in the long run, we need to stop these things before they happen, and that begins with our elected officials.

We can press our elected officials to re-focus on things that will actually help, such as getting COVID-19 relief money distributed properly, preserving the existing housing supply, and fostering

the development of more new housing to complement what already exists. We can press our elected officials to take the target off the back of the “evil landlord” and take a hard look at the other reasons the homelessness problem continues to escalate. The data is clear, as presented in my *Seattle Times* article in July, that homelessness has grown in recent years despite a waning number of evictions (and this was pre-moratorium). We can press elected officials to work on their own solutions to provide low-income housing rather than trying to force it upon the private sector (while operating costs such as maintenance and property tax are ever on the rise).

For anyone who thinks they are

helping the rental housing market by trying to make it tough on corporate landlords, well, what you’re really doing is putting small local business owners (your constituents!) out of business and removing critical housing supply from the community. I hate to say I told you so: What you’re trying to do is not working.

Cory Brewer is vice president of residential operations for Lori Gill & Associates and Windermere Property Management in Bellevue, WA. He oversees a team of property managers in the greater Seattle area who manage approximately 1,500 rental properties. Brewer can be reached via www.wpm-northwest.com or coryb@windermere.com and 425-623-1330.

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1. INSTALLATION AND USE OF VIDEO SURVEILLANCE

☐ Resident **may not** install video surveillance (such as security cameras or video doorbells) that capture property images and sounds outside the dwelling unit.

☐ Resident **may** install video surveillance (such as security cameras or video doorbells) that capture property images and sounds outside the dwelling unit subject to the following limited areas (check all that apply).

Video surveillance installation is allowed in the following limited areas (check all that apply).

☐ Video surveillance may not be mounted on the exterior of the dwelling unit near the front door of the dwelling unit.

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Video surveillance field of view may only include common areas. Common areas include but are not limited to areas such as front doors, stairwells, lobbies, and parking lots. Video surveillance field of view may not include other Resident private areas or where there is a reasonable expectation of privacy.

2. DEFINITION OF VIDEO SURVEILLANCE

Any device capable of capturing still photographs, video, audio recording and different types of data storage. Including but not limited to video doorbells and video cameras.

3. IF VIDEO SURVEILLANCE ALLOWED

3.1 The area to be recorded may not impact other residents and must be installed by battery only, no video surveillance device may be hardwired.

3.2 Installation or removal of the video surveillance device shall not damage the property or create Owner/Agent expense. Resident must remove and repair any damage caused by the video surveillance device upon vacating the premises.

4. NO NOTICE

Owner/Agent reserves the right to change the rules regarding the use of video surveillance without advance notice to Resident(s). Resident must remove video surveillance immediately upon Owner/Agent request.

5. EFFECT ON CURRENT RESIDENT

Resident acknowledges that current residents residing on the Premises under leases/rental agreements prior to adoption of this video surveillance policy may not be immediately subject to this video surveillance policy. As current residents move out, have current leases expire or enter into new leases/rental agreements, the video surveillance policy will become effective for them and their guests.

6. EFFECT OF BREACH

Resident understands and agrees with the terms and conditions of this Addendum and that failure to adhere to any of the terms of this Addendum will constitute both a material non-compliance with the Rental Agreement and a serious violation of the Rental Agreement.

☒ RESIDENT _____ DATE _____
☒ RESIDENT _____ DATE _____
☒ RESIDENT _____ DATE _____
☒ OWNER/AGENT _____ DATE _____
☐ ON SITE ☐ RESIDENT ☐ MAIN OFFICE (IF REQUIRED) _____ DATE _____

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New Form! M189 OR Video
Surveillance Addendum

Due to the increased use of video surveillance, this addendum was added to the Multifamily NW Forms Collection for clarity in the definition, installation and allowed use of video surveillance on the premises.

The Multifamily NW Forms Collection is available immediately and electronically at www.RentalFormsCenter.com, via electronic subscription software through www.tenanttech.com & by mail or pick-up of printed triplicate forms at www.multifamilynw.org.

Multifamily NW Schedule		
NOVEMBER 2	WEBINAR: LANDLORD TENANT LAW 1-PART A	10:00 AM - 12:00 PM
NOVEMBER 9	WEBINAR: LANDLORD TENANT LAW 1-PART B	11:00 AM - 1:00 PM
NOVEMBER 11	WEBINAR: INVESTMENT MANAGEMENT	9:00 AM - 10:00 AM
NOVEMBER 12	IT'S THE LAW: QUIT HARRASSING ME	12:00 PM - 1:00 PM
NOVEMBER 16	WEBINAR: HR ANSWERS - GATHERING SALARY DATA	8:00 AM - 9:00 AM
NOVEMBER 16	WEBINAR: LANDLORD TENANT LAW 2-PART A	11:00 AM - 1:00 PM
NOVEMBER 16	WA IT'S THE LAW: WINNING COURT STRATEGIES	12:00 PM - 1:00 PM
NOVEMBER 17	WEBINAR: LEGISLATIVE UPDATE SB 291	10:00 AM - 11:30 AM
NOVEMBER 23	WEBINAR: LANDLORD TENANT LAW 2-PART B	11:00 AM - 1:00 PM
NOVEMBER 30	WEBINAR: ADVANCED LANDLORD/TENANT LAW	10:00 AM - 12:00 PM



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Step-by-Step Guide to Unclogging a Dryer Vent

PROVIDED BY RENTAL RIFF

Dryer vents can be hazardous if not maintained properly. Your guide to a clear dryer vent is here!

Offering a washer and dryer, or even just hook-ups, in your rental is a smart move. Not only can it increase your revenue as a property owner by 15 percent, according to a survey by the National Apartment Association, but it helps make your residents' daily lives more convenient. Win-win right? Well, not so fast. These appliances require maintenance and the cost of failing to keep them clean and functioning properly could be devastating.

According to the U.S. Fire Administration, "2,900 home clothes-dryer fires are reported each year and cause an estimated five deaths, 100 injuries, and \$35 million in property loss. Failure to clean the dryer (34 percent) is the leading cause of home clothes-dryer fires."

How does this even happen anyway? Well, the hot, moist, linty air produced by clothes dryers escapes through the dryer vents. But over time, lint and dust can catch and build up along the walls of the vent and ducts. Meanwhile, the air is getting trapped and the clothes aren't drying. Add heat from an overworking appliance and you've got yourself a recipe for disaster.

So don't be a statistic! As a property owner, do yourself a favor and avoid the fire hazards by cleaning out your properties' dryer vents at least once per year. If you're not sure when the dryer vent was last cleared, ask your residents to watch out for warning signs that could indicate you're overdue for a cleaning, like a noticeable burning smell, clothes taking longer than usual to dry, or skyrocketing energy bills due to the dryer's inefficiency.

Now that we've covered the importance of why you need to clear the vent, let's go over how exactly to do it. Here's a simple step-by-step guide on how to unclog your dryer vents:

- If you have an electric dryer, unplug the machine, or if it's a gas dryer, simply turn the supply valve off.
- Pull the dryer away from the wall about a foot or so.
- Disconnect the duct from the back of the dryer.
- Vacuum out the vent with a vacuum cleaner or shop vac.



- Vacuum out the duct or use a dryer duct-cleaning brush.
- Now locate the vent on the exterior of the property and remove the cover.
- Vacuum the exterior vent.
- Once you've concluded that all lint and debris has been removed from the vents, that no damage has occurred and all safety codes have been followed, go ahead and put it all back together.
- Reattach the vent cover outside.
- Reattach the duct to the back of the dryer.
- Plugin (if electric) or twist the valve open (if gas).
- Push the appliance back toward the wall.
- It's a good idea to test that everything is secured

properly and functioning appropriately while you're still on-site, so a best practice would be to test the tumble air-dry function for a few minutes before you jet.

There you have it! Remember, educating your residents on lint build-up prevention is also key. By keeping the area around the dryer clean and regularly cleaning the dryer screen before every use, not only will your residents' clothes look better and dry faster, but they will also be helping you protect your property.

If you have questions and concerns about your property or desire an alternative to expensive property management fees, reach out to RentalRiff today.

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With funding for food pantries cut, low income residents are in need so we are once again partnering with Innovative Housing Inc. to collect food and donations to help feed residents during the holiday season. Last year, we raised over \$8000 and provided Christmas dinners to 100 families in need, in addition to providing staples to the food pantry.

Innovative Housing, Inc. is a 501(c)(3) nonprofit that provides high-quality affordable housing to individuals and families, along with services to help our residents maintain their housing, access opportunities, and break the cycle of poverty.

Want to help? You can make a monetary donation by contacting accounting@mfnwfoundation.org. Food donations can be dropped off at the MFNW offices. The food drive will run through November 30, 2021 and all donations will be provided to IHI in December.



MultifamilyNW.org/Foundation

Tenants — Like Tools — Take Many Forms

Continued from Page 1

always looking at a mixed bag of individuals and personalities. Each is valuable, each has purpose, and each has merit for us to consider as we look to fill our property with a potential, qualified “business” partner. Let’s take a look at some of the types of people you might encounter as you get ready to rent our property.

THE HAMMER

Often you can hear the hammer applicant coming from a mile away. A hammer tenant isn’t necessarily bad and when managed the right way, can be the perfect tenant to get things done. As a hard but effective personality, the hammer tenant can either beat up or fix up your property. As a property owner your management style will directly affect which way the hammer hits. Hit too hard and the hammer will hit even harder back; but sometimes direct conversation can be your best bet. Instead, handle the hammer properly, focus their energy, and provide clear directions and expectations. Use your expertise to anticipate where this type of personality will have issues with you, your property, or the lease. Use their strong personality type to build a great relationship and you’ll be amazed at how often they “hit the nail on the head” and become a great tenant.

THE SAW

You may recognize the saw applicant by their ability to cut to the heart of the matter. This applicant has no time or energy to waste becoming friends with you, they just want to get down to business and get the job done. How does that work with your management style? If you like to become best friend with your tenants, the saw type may challenge you... or they may become your best tenant yet. After all, when looking for a business partner, who better to have than someone who is all business. When working with this type of applicant, it is important to remember to not take things personally,



rather understand that business is business. The saw type values paying rent on time, respecting the property, and keeping your relationship transactional. These are all great things when protecting your investment is critical to you.

THE WRENCH

Having a wrench type applicant means one of two things; either they will literally throw a wrench into all your plans, or they will tighten things up and make them stronger than ever before. There are a few things you can do to help facilitate this personality type into becoming a great fixer for your investment. First, realize they will always be questioning how things are done. Why does your lease include this, why can’t we do that on the property, etc. Being prepared with well thought out answers in advance puts you in a position to react professionally. Second, consider their questions, ideas, and suggestions, not just out of courtesy, but out of curiosity. Why are they asking these questions? Have they had past experiences as a tenant that can make me a better owner? Lastly, assume the best when dealing with the wrench type. Interpret their interest as a positive thing and see them as a beneficial partner rather than a nuisance.

THE MULTI-TOOL

Sometimes you get those applicants that are a mishmash of all the possible personality types. Reluctant to be typecast as any one thing, they truly represent the multi-tool with many facets, functions, and features. Although they may be difficult to categorize, and even

more difficult to manage, I actually love working with this type of applicant. Think of the countless ways you can connect with someone like this. Every good baseball team needs a utility player who can cover many positions, and that is exactly what the multi-tool applicant brings to your rental business relationship. Need someone to challenge you? Someone to quickly get down to business? Someone to make you think more deeply about your business? Check, check and check! The multi-tool tenant has the potential to challenge you and help develop you into the best owner You Can Be.

THE WRECKING BALL

Although I doubt any of us have a wrecking ball in our garage, this type of applicant is the one to avoid. They are wired to destroy anything in their path. Often playing the toxic victim, they will bad mouth past landlords, challenge you on every front, hesitate or refuse to provide you information and give you every reason not to trust them. Run!!!

With all this talk of tools, it’s equally important that you also implement the other critical landlord-specific tools of background screening, consistent criteria, and online rental collections into your daily business practices. Regardless of the “tool type” your tenant turns out to be, if you examine your business and make a goal to get organized, you will be ready for anyone that walks through the door. By viewing each applicant as a tool with the potential to make you a better landlord and investor, you can see them positively for the good they bring to your life, and not just as another tool you can shelve, use, or throw away.

Scot Aubrey is Vice-President of Rent Perfect, a private investigator, and fellow landlord who manages short-term rentals. Subscribe to the weekly Rent Perfect Podcast (available on YouTube, Spotify, and Apple Podcasts) to stay up to date on the latest industry news and for expert tips on how to manage your properties.



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Ask an Attorney

Can Rental-Property Owner Sue Tenant Over Oil Stains?

By **BRADLEY S. KRAUS**

Hello Brad,

Through a property-management company, our two-year tenant stained the garage and driveway with oil leaks from their car. The home is 2 years old, new construction. A power-wash company can't get the large stains removed.

We charged the tenant for cleaning; can we charge additional for the permanent damage? Thank you. – Bruce

Hello Bruce,

Thank you for reaching out. Much like the internal area of the premises, your tenants can cause damage to the exterior of the premises as well.

The key is whether such a charge is beyond “normal wear and tear,” an amorphous standard which depends on

the facts. Assuming your facts meet that standard, then yes, you could technically pursue your tenants for the damages.

The question becomes what amount you could pursue.

Again, this would depend on a number of factors that can't be properly covered in this answer. However, if the stains cannot be removed, or if the amount of money it requires to do so is high enough, it may make sense to pursue your damages civilly.

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. You can reach him at kraus@warrenallen.com or at 503-255-8795.



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3 Best Practices for Communicating with Residents

By **DUSTIN LACEY**

In every relationship, effective communication is critical to a positive experience. This remains true when it comes to a property manager’s relationship with their residents.

We provide exceptional places that feel like home where people can feel safe and secure to enjoy time with their loved ones at Mark-Taylor. Thoughtful communication with our residents has proven to make an incredible impact in creating that feeling of home.

Here are three of our best practices for communicating with residents:

1. THE SIMPLER, THE BETTER

Strive to save residents’ valuable time by making living simple. To respect their busy schedules, the simpler we can make communications for them, the better. Therefore, before we press “send” on a communication to our residents, we thoroughly consider our residents’ perspective, keeping in mind that simplicity is always key.

It helps to put ourselves in a new resident’s shoes. Without context, would a new resident understand what is being communicated? If it is an action-oriented communication, could a new resident read it and walk away knowing exactly what they need to do?

This exercise is guaranteed to generate enhancements, every time. After considering the new-resident perspective, we revisit the communication to ensure the information included has the simplicity and clarity it needs to answer



any potential questions.

2. TRANSPARENCY CREATES TRUST

From our residents and guests to our team members and business partners, we are committed to creating trusting relationships. An essential part of inspiring and building trust is through transparent communication over time.

That is why we approach resident communications with as much transparency as possible. That is why you should also consider approaching resident communications with as much transparency as possible. At times, there may be an occurrence, such as a building repair, that is inconvenient for your

residents. It is far better to acknowledge the inconvenience and communicate openly about why it is happening, rather than to brush over it. Not only does this show that you are proactively fixing the situation, it also shows that you respect our residents, building upon that trusting relationship.

3. PEOPLE FIRST, BUSINESS SECOND

Everything we do, we do with a people-first mindset. It is who we are as a company and brand, and it is important to us to show that in every communication.

In resident communications, our people-first approach is of utmost importance. People choose to live at our communities

because of many factors: our modern luxury designs, high-quality standards, but most importantly, because we put them first. Our home-like atmosphere can only be created when we stay true to that approach in the way we communicate.

As an example, when navigating the change management of a community project, lead and focus communication on how it benefits the resident. Because our business decisions keep people first, it is a genuine and important reminder, especially in times of change.

Seemingly simple day-to-day exchanges of communications between property teams and residents may seem small but they add up to shape a resident’s living experience. Approaching communication in an intentional way for every email, phone and in-person conversation combines to create the exceptional living experience that residents deserve.

Dustin Lacey is the vice president of brand and marketing for Mark-Taylor Companies. He provides strategic direction for Mark-Taylor’s marketing, communications and technology, which reaches more than 20,000 units of residents across Arizona and Nevada. Lacey utilizes his expertise to embrace innovation and take a data-driven approach to advancing the Mark-Taylor brand while overseeing a talented team.



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Getting What You Want Through Incentivization

By **BRADLEY S. KRAUS**
ATTORNEY AT LAW / WARREN ALLEN, LLP

As a landlord’s attorney, it is not uncommon for my clients come to me with questions about newly acquired properties or provisions in their rental agreements they want changed.

As to the former, as properties change hands due to sale or transition to new property management, these properties occasionally come with their own baggage. Concerns about old, outdated rental agreements are common in these situations.

As to the latter, undesirable rental agreement provisions — e.g., indoor smoking or chaotic parking provisions — are also common. The question becomes, how can I get rid of these? Can I force a tenant to sign my specific rental agreement, as opposed to keeping their 10-year-old document, and unilaterally change some of these things?

Many savvy landlords point to ORS 90.262, affectionately known as the “rule-change” statute. Unfortunately, while this statute and process can be useful in certain situations, it is not a mechanism to either (a) force a new rental agreement upon your tenant, or (b) enact wholesale changes which could be classified as a “substantial modification” to the bargain.

So, how can a landlord work through those issues? Well, rather than force change, you can incentivize.

Incentivization can be a great tool for landlords, if used properly. Historically, landlords could enact changes to their tenancies through a Notice of Termination in conjunction with an offer to enter into a new rental agreement containing the new provisions or terms of the tenancy they desired. With the advent of Senate Bill 608, this method was somewhat curtailed. After the first year of occupancy, a landlord’s No-Cause rights are now significantly limited since SB 608. However, incentivization can still be achieved through the use of



the rent increase statute.

For example, if a landlord purchases a property with older rental agreements and longtime tenants, they may desire to get their newly acquired tenants on their rental agreement forms. If a landlord can raise a tenant’s rent under ORS 90.323, they have practical options. The landlord could send a carefully crafted letter/Notice to the tenant, offering a smaller than usual rent increase — or even offering to forego one entirely — in exchange for the tenant executing a new, updated rental agreement form. The tenant is free to reject this offer — it is just an offer, nonetheless — which allows them to keep their old rental agreement and stay month-to-month. But the letter/Notice is crafted in such a way so that, if that offer is rejected, the tenant would receive a standard rent increase allowed by law.

The above is a very simplified version of the process. Legal counsel should be consulted any time a landlord seeks to undertake the above process, to ensure any potential pitfalls are avoided. However, with proper notice under ORS 90.323, landlords can now raise rents up to 9.9%, as the CPI jumped to 2.9% in September. That provides landlords some options and room to negotiate the above, should they find themselves in such a predicament. And while the above process may not be usable in every situation, it can provide landlords with options.

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. You can reach him at kraus@warrenallen.com or at 503-255-8795.

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How Should Landlord Deal With Gun Fired into Apartment Below?

Continued from Page 1

whether the discharge is accidental or intentional. My experience shows that the landlord’s duty to deal with such a matter does not matter if the shooting was accidental or intentional. However, if intentional you will see a landlord move swiftly to remove the tenant.

Q. I had the police come out and file a report. The officer confirmed that it was a discharged firearm and filed it in the report. The tenants would not answer the door when the officer went up there to address them. However, I gave the officer the tag and car information of the tenants. I subsequently filed a complaint with the leasing office for an immediate termination of the tenants’ lease along with the pictures of the bullet hole, police report and picture of their car and tag.

A. Once the complaint has been delivered to the landlord, the landlord has a duty to investigate and to act accordingly. Regardless of the investigation, the non-shooting tenant has a right to be fearful when a bullet comes through the ceiling. Further, the non-shooting tenant has an absolute right to peaceful and quiet enjoyment of the property. The non-shooting tenant’s peace-and-quiet enjoyment has been obviously shattered and will continue to be shattered as long as the shooting-tenant remains upstairs. I would advise the landlord to evict the shooting-tenant or let the shooting-tenant out of his/her lease in some fashion – but to get rid of the

shooting tenant immediately. It is better to lose a little rent, make the downstairs tenant happy, and avoid later liability or lawsuit. Leaving the shooting-tenant in the property puts too much liability on the landlord. And the landlord either knows about this liability, or should know. The landlord’s attorney should be advising the landlord to remove this shooting tenant. There is ample case law on this issue. In the future, if ANYTHING causing damage by this same shooting-tenant happens to anyone else on the property the landlord is looking at almost a strict liability situation for negligence in letting that shooting-tenant stay on the property. It would be an ugly situation for the landlord. No reasonable landlord wants this situation, and any knowledgeable attorney would so advise their landlord. Any good landlord, in my opinion, will find a way to get rid of the shooting-tenant. I do not know any judge that would allow that tenant to stay even if the discharge was accidental.

Q. Can the leasing office withhold information about what they are doing to address this situation?

A. Yes, at least until the non-shooting tenant files a complaint in court over the matter due to a landlord’s refusal to remove the shooting-tenant. However, a good landlord would do everything they could to keep the non-shooting tenant informed of what is going on, and that landlord should move as quickly as possible to remedy the situation. Constant communication with the non-



shooting tenant is key to assuring the non-shooting tenant that the landlord is taking the matter seriously and that they care about the non-shooting tenant. The non-shooting tenant knows the incident itself is not the landlord’s fault. But what happens now is in the landlord’s hands, and everyone in the community is watching.

Q. What are my rights as the victim? I could have been killed had I been in that room at the time the firearm was discharged.

A. The non-shooter’s rights are woven into my response above. There is nothing that covers this exact situation in the Arizona Residential Landlord and Tenant Act (and that is true of most situations), but 33-1311, 33-1312, 33-1324, 33-1341(7) [for this reason alone the landlord has a duty to remove the shooting-tenant] all apply. It is my opinion that if the landlord does not take action and remove the shooting-tenant that the non-shooting party has a right to damages against the landlord for basically forcing the non-shooting tenant to move to find a safe and peaceful place to live. Landlords are usually not dumb enough to not take care of the non-shooting tenant and to not remove the shooting-tenant.

Dobbins adds, “In the alternative, the landlord may just allow the non-shooting tenant out of the lease. Not the best

idea. The moving tenant may want the landlord to pay the cost of moving and other damages, especially if the landlord refuses to remove the shooting-tenant, and the non-shooting tenant may well be entitled to such damages. As a landlord and for my landlord clients I would rather fight the battle removing the shooting-tenant rather than to fight the possible consequences of leaving the shooting-tenant at the property.

“Under the Arizona landlord and tenant act I would consider it unconscionable to force the non-shooting tenant to remain in his/her lease with the shooting tenant remaining on the property. The landlord may offer to allow the non-shooting tenant to relocate to another unit on the property. I would not accept that as the non-shooting tenant. The purpose of the lease has been frustrated, and the peaceful and quiet enjoyment of the non-shooting tenant has been destroyed. “

Note from the author: I have dealt with these types of matters in the past, and each incident is specific with its own unique set of facts. However, in every instance of a shooting, intentional or accidental, the landlord moved on the shooting party to remove them from the property.

Denny Dobbins is a Mesa, Ariz. attorney who has represented landlords’ issues for more than 30 years.



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Should Landlord Let Tenant Repaint a Rental?

By HANK ROSSI

Dear Landlord Hank: A new tenant has moved into one of my units and the tenant wants to repaint and has asked to repaint. I just paid to have the unit painted white so it would go with everything. What do you think? — Mike

Dear Landlord Mike: I would tell the tenant that he or she cannot make any changes to the paint.

In the past, tenants have sworn they would repaint to original color and it has never happened.

The tenants often paint some color that is difficult to cover — very bright or very dark — so when they move out it will cost you two times as much to repaint for next family.

I like to give tenants a nicely painted, neutral color, normally bright white to make the units feel even larger.

But, occasionally someone asks if they can repaint. Now the answer is ‘NO.’

If you don’t like the color, I’m sorry but repainting is not an option.

In my experience, either tenants don’t repaint, as promised, or they do a poor job and get paint on carpet, or use the wrong color, etc., therefore costing even more money to fix and repair.

I even had a tenant who worked as a painter (not for me on my rentals), but promised he’d repaint. That promise went out the window when his divorce occurred and he couldn’t find the time.

I’ve had prospects say they will take an unpainted unit after viewing the unit prior to the current tenant leaving. I thought that I couldn’t really lose, since I would not be supplying the paint or labor.

Wrong. These tenants added accent walls in bold colors and designs which made repaint far more work when they moved out.

WHAT CAN YOU DO ABOUT TENANTS WHO FIGHT?

Dear Landlord Hank: I have a tenant couple that fight on a regular basis and call the police.

I do not want the police in my park. I feel it makes for a bad reputation. Can I evict them? And how?

Thanks in advance. —Debbie

Dear Landlord Debbie: I’m not an attorney so I can’t give legal advice. I would look at your lease.

In my lease, in the section “USE OF PREMISES: Tenant shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises.”

I would warn these tenants in writing that this kind of behavior will not be tolerated and is in violation of the lease.

Then I would talk to an attorney for advice.

This kind of conduct in your establishment will definitely lead to a bad reputation and it may attract exactly the kind of tenants you don’t want.

Good luck, Debbie.

WHAT QUESTIONS DO YOU ASK WHEN A TENANT FIRST CALLS?

Dear Landlord Hank: You have received your first inquiry regarding



your rental property, via phone or email. What do you ask someone inquiring for information about your property and why, when they first contact you?

Hank’s Answer: Even though you may have put an ad on the internet loaded with details and photos, someone may have seen a sign for your property or heard about the unit through a friend or current resident.

No. 1 – So my first question is, “How do you know about our property?”

If the prospective tenant says they saw an ad, then most of their questions will have been answered in the ad.

If they haven’t seen an ad I do a brief description of the unit and development.

No. 2 – My second question then is, “When you do need to begin a lease?”

If someone wants to rent a currently available unit NOW, then you may have a candidate. If prospective tenant’s current lease isn’t up for six months, then your immediately available unit will be long gone. If you have multiple units, perhaps another down the road could work for this prospect.

No. 3 – My third question is, “Do you have any other questions?”

Answer any specific questions related to the property so prospective tenant can determine if they would like to move forward to a tour.

No. 4 – This is really a series of questions

These relate to determining if you as a landlord could want this prospect as a tenant.

For instance, if your community doesn’t accept pets you could ask, “Do you have pets?” If you do accept pets, you’ll need that information as well, as prospective tenant could have a pack of pit bulls.

Next I want to know how many individuals will be in the unit. We don’t want two families sharing a unit, etc.

By now, you will have built up some rapport with prospective tenant and you could ask, “Is there anything else you

would like to tell me?

Maybe you’ll find out that the prospective tenant had an unreasonable landlord. Or maybe they will say, “We just lost our house!” Or, maybe the prospective tenant has a legitimate complaint about their current property. There could be issues around poor maintenance history, poor management, unpleasant living conditions such as noisy neighbors, barking dogs, a messy complex, parking problems, etc.

No. 5 – If consider this prospect a potential tenant then ask, “When would you like to tour the property?”

The sooner the better so you can begin

the process of vetting the tenant and renew the income stream from this unit.

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://rentsrq.com>.



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