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**Noon, June 29, 2022 — FUN BUS Legal Seminar to Wendover**



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# Summer Means Fun, Maintenance

By UTAH APARTMENT ASSOCIATION

This time of year can be fun and exciting, but it can also be hectic and stressful. In an effort to make the summer more exciting and take more off of your plate, here are some time- and money-saving tips.

## DEALING WITH THE HEAT

With soaring temperatures many landlords are dealing not only with keeping air conditioning in the unit running, but also stopping pests and heat from entering. Landlords need to understand how to properly cool a property as well as seal the entrances to the property.

See 'Summer' on Page 6

# No-Pets Policy: It it Costing You More Money Than it is Saving?

By UTAH APARTMENT ASSOCIATION

There are many reasons why landlords choose to not allow pets on their properties. Some people are worried about the damage to the property. Others are worried about the reaction of the neighbors and other tenants. But the most common reason by far is that the landlord used to allow pets and got burned by a tenant who allowed their pet to damage the property.

This is unfortunate because, if properly handled, renting to pets can be a highly profitable tool for a landlord. The key is to minimize and offset risk by doing thorough background checks of the pets and their humans, by collecting sufficient deposits to offset the risk, and by collecting additional revenue through pet rents and pet fees.

Why bother in the first place? Isn't it much simpler to just say "no pets" and not worry about it? Not necessarily. Often having a no-pets policy is much more complicated and problematic than allowing pets under controlled circumstances.

## HOW A NO-PETS POLICY CREATES MORE HASSLES

The first problem with not allowing pets is that it limits your marketing ability. Fifth



percent of renters in the United States have a pet. This includes tall tenants, short tenants, rich tenants, poor tenants, and every other sort of tenant.

By putting "no pets" in your ad, more than half of the people who are looking for a place

to look won't even consider your place. This means that it will take more than twice as long to rent the place, and it means you will have fewer quality applicants.

Instead of saying "no pets allowed" in your See 'No-Pet' on Page 9

# How to Use an End-of-Term Notice

It happens all the time. You get a phone call from your tenant saying that they just got a job offer in another state, or that they are buying a house, or that they need to move for whatever reason.

All that matters is that they give you the proper amount of notice. They don't have to tell you why they are moving or give you any reason whatsoever.

And you have the exact same rights that

they do! Once the lease expires, neither party has any obligation to continue, or to sign a new lease.

So, if you have a tenant who is not necessarily breaking the lease, not necessarily breaking the law, but is causing problems for you, your neighborhood, or your other tenants then you should give them a notice that you are not going to be renewing their lease.

Timing is key

Under Utah law, rental arrangements may only be terminated by one of the parties (landlord or tenant) as laid out in the agreement. If the agreement doesn't say anything, then either party must give at least 30 days' notice before the contract renews itself. If that doesn't happen, the arrangement will continue under the current

See 'End-of-Term' on Page 8



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# Picking the Right Delaware Statutory Trust Companies

Investors often must juggle multiple investment options, like where to invest and with whom. When it comes to evaluating a Delaware Statutory Trust or DST investment, real estate investors should look for a firm that specializes in DST investments to help ensure their 1031 Exchange is executed, with no detail being dropped.

One of the most important reasons investors need to carefully research any Delaware Statutory Trust company is because 1031 Exchange investment decisions need to be made within a tight timeframe, and within strict IRS requirements. These are not easy decisions to make within the timeframe, as they require careful assessment and specialized know-how of both the 1031 Exchange and DST industries.

## Typical 1031 Exchange Timeline



### 1031 Exchange Timeline Considerations

The IRS timeline on a 1031 exchange can be extremely challenging, including completing the following steps within the specified timeframe as outlined under Section 1031 of the United States Internal Revenue Code:

- Investors must purchase another “like-kind” investment property
- The replacement property must be of equal or greater value
- Investors must invest all the proceeds from the sale (i.e. the sale cannot receive any “boot”.)  
NOTE: A boot is a portion of the sales proceeds you receive from a 1031 exchange that isn’t re-invested in a replacement property. For example, if you sell a property for \$200,000 but only re-invest \$180,000, the \$20K difference is known as boot.
- The investor must be the same title holder and taxpayer
- Investors must identify new property within 45 days
- Investors must purchase new property within 180 days

### How Knowledgeable is your Delaware Statutory Trust Company?

One of the greatest benefits of working with a specialized and skilled Delaware Statutory Trust company is that they can provide investors not only expert advice and insight into the various property options, but also provide advice on building a conservative, customized, and diversified portfolio for their investor’s. Some firms advise investors to select risky businesses like hospitality, senior care, and oil & gas industries for 1031 exchange property options. Firms like Kay Properties & Investments is focused on building conservative, customized, diversified portfolios for their clients, doing everything possible to minimize risk.

Another important investment criterion investors should consider when a DST 1031 exchange, is does the firm provide 1031 Exchange investors a diversified menu of real estate assets from which they may choose, rather than forcing them to pick from limited options.

Kay Properties has access to the marketplace of DSTs from working closely with more than 25 DST sponsor companies. This allows investors to close their 1031 Exchange in little as 2-3 days, and invest in quality assets within the multifamily, net-lease, self-storage, industrial and manufactured housing sectors. In addition, Kay Properties offers the industry the largest inventory of custom debt-free DSTs while other firms only have 1 or 2 available. In addition, Kay Properties provides its clients a cash-out refinance option for those investors seeking potential liquidity.

### Are They Offering a Breadth of Investment Options?

One of the concerns with having limited investment options is that investors may choose to invest their

money in a particular investment not because it is necessarily the most suitable available in the market, but simply because it is the best option amongst those presented to them. For example, Apple and Microsoft are often considered by some to be well managed and profitable companies, but if those were the only options presented to a stock investor by their financial advisor, that investor would not necessarily know about other companies sometimes considered by others to also be well managed and profitable in which they could diversify their holdings, such as Amazon, Google, Netflix, etc... The same is true in the world of Delaware Statutory Trust brokers.

Many 1031-exchange investors are sometimes introduced to DST 1031-exchanges by someone that only has access to one or two DST properties and/or who has very little experience/knowledge in completing and evaluating 1031 DST exchanges.

### What About the Education Process for DST 1031 Investors?

Because the Delaware Statutory Trust 1031 IRS laws can be confusing, the best Delaware Statutory Trust broker should offer investors educational tools to help them find the right DST investment vehicle. In addition, a good DST 1031 firm should also possess extensive knowledge about the different types of DST options, and be able to share this knowledge so that their client can pick the right property that meets their goals and objectives, be it in terms of tax deferrals or benefits and of course potential returns. And – depending on your unique goals and objectives – an excellent DST broker may help you select DST investments as you consider all three: potential income, potential capital preservation, and capital appreciation potential.

Kay Properties has one of the most (if not the most) robust 1031 Delaware Statutory Trust educational platforms in the nation. Some of these educational tools include:

- DST 1031 Conference Calls
- 1031 Exchange Delaware Statutory Trust Seminars and Workshops
- Vast Library of DST blog articles where investors can learn about DST trends, transactions, and insights
- A Regularly Updated Library of Podcast Episodes dedicated to DST 1031 exchanges

### What Does their Track Record Say?

Another good idea for investors who are looking for the right Delaware Statutory Trust company should do is to examine the track record of any firm you are thinking of working with to determine whether they have extensive experience with DST 1031 investments. A long track record suggests they have acquired the necessary financial skill set and industry expertise which can help them evaluate several options to help you pick the right one. Plus, with years of experience in the DST sector, the best DST companies boast of a broad network of DST sponsors, offering you many options to choose from.

Kay Properties & Investments is considered one of the most experienced and knowledgeable investment firms in the country specializing in Delaware Statutory Trust (DST) and private equity real estate investments. The firm was established in 2010 with the emphasis on providing real estate investment options to high-net-worth clients looking for passive real estate ownership. In addition, Kay Properties believes it has created one of the largest 1031 exchange and real estate investment online marketplaces in the country that generates some of the largest DST 1031 investment volume in the United States. In 2021, for example, Kay Properties clients participated in thousands of transactions, and the \$610 million of equity invested through the Kay Properties platform was invested in more than \$8 billion of real estate offerings totaling approximately 50 million square feet of multifamily, manufactured housing, single tenant net lease, industrial, self-storage and medical properties nationwide.

Besides a deep network, what accredited investors deserve is an experienced and knowledgeable 1031 Delaware Statutory Trust broker that can provide them with valuable insight, guidance, and access to a large amount of diverse DST properties from many different DST sponsor companies. Kay Properties, a national Delaware Statutory Trust (DST) investment firm, is such a DST broker.

### What Kay Properties Can Do for You?

One of the tremendous resources offered to investors by Kay Properties is the kpi1031.com online marketplace. The www.kpi1031.com platform provides access to the marketplace of DSTs from over 25 different DST 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 150 years of real estate experience, are licensed in all 50 states, and are 1031 exchange DST brokers who have participated in over \$30 Billion of DST 1031 investments.

Sophisticated real estate investors know that choosing the right DST broker is critical when looking to place their 1031-exchange or cash-investment dollars into a DST.

What to Look for When Searching for a Delaware Statutory Trust Company		
WHAT TO LOOK FOR	WHAT DOES IT MEAN?	WHAT QUESTIONS TO ASK
Make sure the firm is hyper-specialized in DST 1031 Investments.	A true DST specialist firm will have participated in billions of dollars of DST investments and be able to provide clients custom options to satisfy their specific, unique needs.	Key Takeaway: Ask how many DST 1031 deals the firm has successfully completed.
Make sure you use a firm that has an entire team of DST 1031 professionals.	It’s important to understand how the concepts of debt replacement, lease structuring, diversifying real estate portfolios, etc. are relevant to any 1031 exchange. A true DST 1031 expert will be able to explain these and other terms in great detail.	Key Takeaway: Ask very specific questions and demand very specific answers.
Make sure you use a firm that is very particular with their DST properties.	Many firms that don’t specialize in DST properties encourage investors to look at assets that have higher risk, overly priced, and little performance data.	Key Takeaways: Ask where the advisory firm sources their properties for 1031 exchanges, and what type of due diligence they have performed on the properties
Make sure to use a firm that has some of its own skin in the game.	Smart investors work with DST 1031 advisory firms who invest their own money in the investments they are selling.	Key Takeaways: Ask if your advisory firm personally invests in the specific properties they are advising other people to invest in.

About Kay Properties and www.kpi1031.com: Kay Properties is a national Delaware Statutory Trust (DST) investment firm. The www.kpi1031.com platform provides access to the marketplace of DSTs from over 25 different sponsor companies, custom DSTs only available to Kay clients, independent advice on DST sponsor companies, full due diligence and vetting on each DST (typically 20-40 DSTs) and a DST secondary market. Kay Properties team members collectively have over 150 years of real estate experience, are licensed in all 50 states, and have participated in over \$30 Billion of DST 1031 investments. This material does not constitute an offer to sell nor a solicitation of an offer to buy any security. Such offers can be made only by the confidential Private Placement Memorandum (the “Memorandum”). Please read the entire Memorandum paying special attention to the risk section prior investing. IRC Section 1031, IRC Section 1033 and IRC Section 721 are complex tax codes therefore you should consult your tax or legal professional for details regarding your situation. There are material risks associated with investing in real estate securities including illiquidity, vacancies, general market conditions and competition, lack of operating history, interest rate risks, general risks of owning/operating commercial and multifamily properties, financing risks, potential adverse tax consequences, general economic risks, development risks and long hold periods. There is a risk of loss of the entire investment principal. Past performance is not a guarantee of future results. Potential cash flow, potential returns and potential appreciation are not guaranteed. Nothing contained herein constitutes tax, legal, insurance or investment advice, nor does it constitute a solicitation or an offer to buy or sell any security or other financial instrument. Securities offered through FNEC Capital, member FINRA, SIPC.



Chair's Message

Spring in Full Swing, and So is UAA



BRAD RANDALL  
Chair,  
Utah Apartment Association

Isn't it interesting how cyclical property management can be? With June here already, so is the busy season of lease-ups, move-outs, improvement projects, etc. The Utah Apartment Association is no different. Spring is in full swing and a lot has been happening.

Here are a few recent highlights to note:

TRADE SHOW

We were back and in-person for the 2022 Trade Show. The event was extremely well attended and featured an inspiring keynote address from Thurl Bailey, multiple educational sessions and dozens of incredible booth displays from our supplier partners.

Thank you to everyone who contributed to making the event such a success. Plans are already in the works for 2023.

We encourage all management companies to not only

send their managers but also maintenance team members, leasing agents, and other team members to participate in this fantastic event.

PAC FUNDRAISING EVENT

Over \$25,000 was raised for the Utah Apartment Association Political Action Committee (PAC) at our Top Golf Event on May 11. Thank you to the PAC contributors from all across the state. Whether you own 1 unit or 1,000 units, participation in the PAC is an incredible opportunity to help our industry remain strong and vibrant and prepare for the future.

One of the key benefits of PAC dollars is providing good information to legislative bodies around the state and stopping the spread of misinformation.

During the event, Senator Kirk Cullimore, Jr. noted that Utah has been averaging 400-600 eviction filings per month, a number that is actually lower than what it was 20 years ago. Our population has boomed, and yet our eviction filing numbers are down.

Think of this compared to Maricopa County in Arizona. The population of Maricopa County is essentially double what we have here in Utah.

Based on the numbers we are seeing, you could anticipate monthly eviction filings in the 800-1200 range per month.

However, what we are seeing is closer to 4,000 - 5,000 filings.

Utah sees nearly 90% less eviction filings. What does this mean? It means there are legislative processes in place that make Utah landlord friendly and tenant fair. There are rarely benefits from an eviction. Please continue to contribute openly and generously to this important fund.

CHANGES COMING

The Executive Committee, Utah Apartment Association Team and Utah Apartment Association Board have been busily at work during the first two quarters of the year to develop key changes to our organization. These changes are going to propel our association forward for many years to come and will help align with key objectives within our organization. Please stay tuned as more details will be ready to present Fall 2022.

It's been said the only constant is change. As 2022 Board Chair, I recognize every day the need to learn, grow, become better, and improve. Similarly, our goal on every level of the Utah Apartment Association is to continue to become better and be a trusted, valued and paramount resource for the rental industry throughout Utah. If you have ideas you'd like to implement, please notify the Utah Apartment Association Staff. Our board would love to talk with you. We need your help on committees and boards. We need voices that will ask tough questions and seek solutions to challenging dilemmas.

Ask the Attorney

Evictions: Summer v. Winter

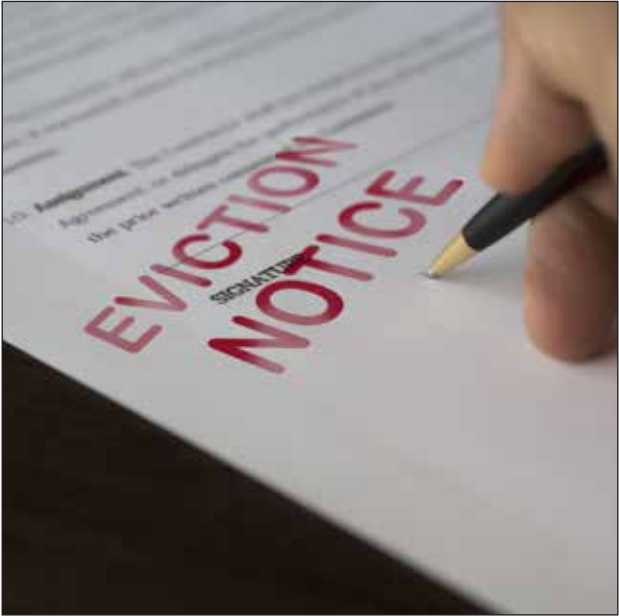


JEREMY SHORTS, ESQ.  
Utah Eviction Law

We occasionally hear a myth that it's easier or harder to evict a tenant depending on the season and the weather. With the middle of summer upon us, we wanted to talk about this to dispel some of the misconceptions out there but also discuss some practical advice about seasonal issues related to evictions.

First, tenants will sometimes say "You can't evict me in the winter. You'll have to wait until spring." This simply is not true. There is nothing in Utah's statutes that specifically references seasons or the weather. The issues related to an eviction are based on the landlord's ability to prove a breach of the lease or Utah law that would justify an eviction. Exterior issues such as weather or seasons or hardships are not factored into this decision.

Once a judge considers the case and grants an eviction, the standard eviction order under Utah law allows three



calendar days for the tenant to vacate the property. The large majority of the time the courts will stick with this three day time period for an eviction order (the statute states that the eviction order "shall be three calendar days" by default).

However, the statute also allows the judge to adjust this

three day window (either longer or shorter) based upon a finding of extenuating circumstances. This means that while the statute does not specifically reference weather or seasons, a judge may still modify the three day period if extenuating circumstances exist.

Now that we've covered the legal side of this question, let's consider some practical advice. While the law may not differentiate between an eviction in the summer versus the winter, from a practical standpoint our clients will often take extra steps to avoid an eviction during the winter. If a landlord is going to try to fill a vacancy, it's usually much easier to do in the summer versus the winter.

Most stable and qualified applicants are settled in for the winter and don't want to consider relocating during the school year or the holidays during the winter. If the problems are not manageable, we often recommend trying to hold over through the winter until you get into a stronger market during the spring/summer. If you're having problems with your tenants now for whatever reason, you may want to consider taking action now instead of delaying the inevitable during the winter.

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Utah Eviction Law  
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Fax: 801-494-2058  
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## Director's Message

# Rentals are a Customer-Service Industry



**L. PAUL SMITH, CAE**  
**Executive Director,**  
**Utah Apartment Association**

We forget sometimes that we are involved in a customer service industry. But if we fail to take into account the importance of keeping tenants happy we can face large turnover costs. There are two elements of turnover costs. First are the actual expenses of turnover. These include things like labor, advertising, cleaning, maintenance and any money you spend getting the rental ready to rent. The second element is vacancy loss, or the lost income for sitting empty. In Idaho the market is good right now, but even in a good market units can sit empty for days or weeks. In a bad market things could sit open for months. The lost rent while vacant is a significant cost.

## WHY DO PEOPLE MOVE?

Studies indicate that only 30% of renters who move had to. For instance, they were transferred out of state, got married and consolidated households, or bought a home. The other 70% of renters that moved, moved from one rental unit to another rental unit usually within 25 miles of the last. When asked why those renters moved, most indicated that dissatisfaction with the current place was the reason they moved. The top reasons for tenant dissatisfaction were:

- Landlords weren't reliable (didn't follow through with commitments)
- Landlords weren't responsive (didn't return calls)
- Landlords were not respectful (didn't treat them like a customer)

Note all three of these are caused by landlords not doing their job. This is good news! It means landlords like you that do want to retain people and treat them like customers, can keep people longer just by being more reliable, responsive and respectful.



## TIPS FOR RETAINING RENTERS LONGER

Treat renters like a customer not an inconvenience. Find ways to express appreciation like cards/gifts on birthdays, seasonal presents (flowers in spring, turkeys on Thanksgiving, etc.). Go above and beyond to convince them you like them and value their business.

Convince them you treat them better than they would be treated anywhere else. When you fix things quickly, point that out. When you do upgrades or make improvements, emphasize how nice you are making the place for them. Consider showing them costs of similar rentals, to illustrate how much they are saving by staying with you.

Communicate regularly with your residents. Make a point to reach out to them and not just wait for them to contact you. Send emails or letters with helpful articles, tips, coupons, etc.

## MAKING RENEWALS A PRIORITY

Renewals don't just happen – you need to manage the process and encourage them. Following are seven tips that will help you reduce and manage turnover:

- **Have a month-to-month fee.** When the lease expires

they are required to pay higher rent if they stay. This often motivates people to just renew rather than pay the higher fee.

- **Create a renewal schedule and reach out to residents.** For instance, at 90 days to expiration you could send a letter reminding them their lease is up and explaining the costs if they go month to month and advantages of signing a lease. At 60 days it may be a phone call to touch base with them about their plans. At 30 days, a visit. Whatever your schedule, have one and make renewing the lease a priority.
- **Set aside money for renewals.** If they move, you spend a lot more money than if they stay. Try to “buy” a renewal by asking them what upgrades to the rental they want. It may be a \$100 screen door or a \$50 ceiling fan that “buys” their renewal. Often times you would be surprised at how easy it is to “buy” their continued business.
- **Have a breakdown of how much it costs to move and a market analysis.** If you can show them how expensive and inconvenient moving is and point out what a good deal they are getting from you, they may be more likely to stay.
- **Consider lease renewal gifts such as free carpet cleaning or repainting.** Doing things that improve your apartment are better than giving cash or costly gifts.
- **Consider signing longer leases.** Don’t be stuck by convention. 6 month and 12 month leases are normal only because landlords are creatures of habit. Decide how long you want people to stay and when it is convenient for them to move and offer leases that length instead.
- **Know when people move and limit your exposure to risk by taking advantage of this knowledge.** Most people move in summer. Plan your leases to expire then. If you have multiple rentals, stagger expirations so you don’t have a month where multiple vacancies cause more work than you can handle and cost too much money.

Landlords and property managers who master retention spend a lot more time living their lives and spending their money than those who don't.

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# Summer is Time for Both Fun, Maintenance

*Continued from Page 1*

The first thing you should do is change the filters often and when needed. It’s important to have clear communication about this with your tenants, as well as show them how to change the filters so they can do it themselves. When doing inspections check the ducts and provide service to them as necessary.

Some landlords and tenants prefer to have the AC or cooling unit off while not at home or on vacation, but this actually ends up costing both parties more money. If the property is maintained at a constant relatively cool temperature it can end up creating a happy tenant and save you a little money.

When doing inspections (we recommend doing quarterly or seasonal inspections – about four times a year) make sure to check the doors and windows. Ensure that there are no gaps where pest and drafts could enter. If you need to secure an exterior gap, door or window you can use caulk, weatherstripping and padding. Or, if you would like, the UAA has many members who specialize in handyman work like this. It is also recommended that some sort of pesticide is used around outside entrances as well as the perimeter of the building.



There are many different options for you to save energy and money. Check with the Associate Members of the UAA to see in what ways the vendors who are part of the association can help you enhance your property. If you would like to do the work yourself most of the supplies mentioned are available at HD Supplies or Lowes.

### EXTERIOR MAINTENANCE

One of the best opportunities summer

provides is the ability to work on things that are inaccessible during other seasons. During this optimal time of the year, landlords need to ask and answer two questions:

- What needs to be fixed?
- What do I want to upgrade?

Things that immediately need to be fixed are roof leaks, rain-gutter buildup, unsafe structures and fixes that would be required to sell the property.

Once you identify these things, the only step left is to ask “how do I want to fix it?” This you can do yourself or contact an associate member.

When looking at upgrades, it’s important for a landlord to understand

- This is an upgrade to YOUR property
- It will keep the tenant happy
- You are increasing the value of your investment

Often landlords will overlook upgrades, for whatever reason, and pass up the potential to make more money. In the summer look into re-doing the stucco or buying some new blinds. Your tenants will stay longer, and it will make it easy to rent in the future.

Create a list of property tasks that could be done. Organize them by importance, figure out which ones are necessary and finally how many of those things you can afford. Landlords who do this and take advantage of these opportunities not only have a better-looking property, but a better bottom line as well.

### LANDSCAPING

The yard and garden is often regarded as real estate’s biggest selling point. When evaluating whether or not to rent a house, studies show renters will look first to the landscape/exterior of the house, then to the kitchen, then the restrooms.

And like too many landlords know, once a lawn or garden dies, it can take years to get it back to what it was. For effectively maintaining your landscape use the following tips:

- Establish, and communicate, clear rules on who is responsible for what
- Hold individuals strictly accountable for their landscape responsibilities
- Make sure “general maintenance” (lawn cut, weeds pulled, etc... ) is done once a week
- Clearly define when the lawn is supposed to be watered
- Water the lawn at night to avoid losing water to evaporation
- Fertilize the lawn regularly
- Trim, and keep up with trees, bushes, and flowers
- Plant flowers and other plants and allow your tenants to do the same
- Spray weed killer (on weeds) in garden, cement and road
- Ensure walkways and driveways are clear of garbage, dirt and hazards
- Don’t be afraid to hire a lawn care professional if you need one

The most important thing a landlord can do is have seasonal inspections. By doing this you can stay informed about the property’s condition, and know what exactly needs to be done and what can be done.

Whether or not you’re wanting to do the maintenance yourself or you want an individual to come do it for you, the Utah Apartment Association is happy to help provide resources and advice to you. Please give us a call, or check our directory to find companies that provide your needed supplies or services.

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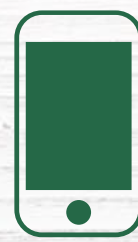
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# Best Cities for Renting Apartments in '22

## RENTAL HOUSING JOURNAL

RentCafe has ranked the best U.S. cities for renting an apartment in 2022, using a unique combination of 17 metrics and proprietary data, according to a release.

“In addition to what it costs to live in America’s cities, we also looked at the selection and quality of apartments, the quality of their neighborhoods, occupancy rates, local economy growth, air quality, job opportunities and much more,” the company said in the release

The report ranks the suburb north of

Austin, Round Rock, as the best city for renters in 2022, followed by North Carolina’s fastest-growing city, Raleigh.

Here are the top rankings across the three main categories of cost of living and housing, local economy and quality of life:

### ROUND ROCK, TEXAS

Round Rock leads other Southern cities, small and large, which confirms not only Texas’ appeal for renters, but the South’s as an entire region. Round Rock stands out especially due to its highly rated schools, having one of the best job growths in the

country: 9.1 percent, and a large stock of high-end apartments: 75 percent.

### RALEIGH, N.C.

Raleigh takes the second spot due to its great quality of life metrics, as well as its high-end apartments in quality neighborhoods, low unemployment rate – 4.3 percent, and access to high-quality education.

### CONROE, TEXAS

Conroe ranks third, thanks to its great

cost of living and housing, followed by Greenville, S.C., and Orlando, Fla., which rounds up the top 5.

### JACKSONVILLE, FLORIDA

Jacksonville, Fla., takes the title of best large city for renters, at No. 6 overall. What made it stand out were its large apartments, high number of new business applications – one of the highest in the country, good job growth – 5.4 percent, and low unemployment rate – 5.5 percent.

# End-of-Term Notice Keeps You on Equal Footing

## Continued from Page 1

arrangement will continue under the current terms and conditions on a month-to-month basis.

However, just because you gave your tenants a 30-day notice doesn’t mean that they have to move out 30 days later; it means that whatever month that last day is in is the

last month that the contract will be valid. So if you give a 30-day notice to a tenant on the 1st of the month, then they will have to leave at the end of the month; however, if you give it to them on the 17th, then they will have until the end of the next month. (By the way, the same thing applies to tenants: if their notice period goes into the next month, then they may be responsible for rent for the whole next month.)

## FAIR HOUSING COMPLICATIONS

You do not have to give a reason for why you are choosing to not renew a contract. However, you’d better have a good reason because if the reason you chose not to renew their lease is viewed as discriminatory toward your tenants, then you can be charged with violating the Fair Housing Act.

Timing is important for this, too. For example, imagine you find out that a tenant has an unauthorized pet in the apartment. If you serve them a Three-Day Notice to Perform Covenants of the lease, and then they come to you with the necessary paperwork to have the animal accepted as a valid assistance animal for their disability, you then have to accept the animal. And if you then proceed to give them a non-renewal notice, it will almost be certainly seen as illegal retaliation and discrimination by the courts.

However, if you had served them an End-of-Term Notice along with the Three-Day Notice up front, then you would be totally fine.

## YOU CAN SERVE THE NOTICE ANY TIME

When you realize that you don’t want to continue your business relationship with the tenant ,you can tell them at any time. In fact, the day after they sign a two-year lease you can give them a note that in two years from now you will not keep renting to them.

Of course, there are reasons why you might not want to tell the tenants right now that you won’t keep renting to them. Often it is advisable that if you are going to be giving a 30-day notice, that you wait until they have paid the rent for that month to give them the notice that it is their last month in order to prevent possible complications.

However, in general the best advice is to give the tenants a notice as soon as they cause a problem, and a large number of landlords are beginning to give non-renewal notices with all of their Three-Day violations as an added layer of legal protection, no matter how much time is left on the lease.

## DON’T GO OVERBOARD

Occasionally I hear from landlords that they prefer to have month-to-month agreements instead of long-term leases (like for one year) because they have more flexibility to end the relationship if the tenant is a problem.


They misunderstand the nature of rental contracts.

If the tenant is not being a problem, and will move when asked, then a month-to-month notice would be effective. But a tenant who is a problem tenant and won’t move on their own will still have to be evicted if they refuse to leave because you gave them an End-of-Term Notice.

In addition, if a tenant is a problem, Idaho law generally allows landlords to evict them quicker under a “cause” eviction than just giving them notice to end their tenancy.

## CONCLUSION

The End-of-Term Notice is one of the most powerful tools that landlords have to keep their relationship with the tenants on equal footing. Through judicious and careful application of this tool you can ensure that your rights are protected and that your properties and communities are kept in good condition.



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# No-Pet Policy: Is it Costing You?

*Continued from Page 1*

ad, you could put “pets negotiable” and then when they come in to the place you can see what kind of offer they are willing to make. And who knows, maybe they will love the place so much that they will decide that the cat can live with grandma for a few years up on the farm while they enjoy your property.

The second problem with a no-pets policy is that it creates an incentive for a tenant to get around the policy one way or another. Landlords who don’t allow pets are much more likely to have a tenant who hides an unauthorized pet in the house.

They are also much more likely to get a falsified request for an assistance animal. And if they are forced under Fair Housing law to accept an animal they are going to have to come up with animal rules in the lease anyway – and will have to face the potential damage, the problematic issues of dealing with other tenants, and all of the other negatives associated with allowing pets WITHOUT any of the benefits (like additional security and income) that you can get out of pets but not assistance animals.

## EVALUATING RISK

Don’t be so focused on minimizing your potential losses that you forget to maximize your bottom-line profits. If a dog does \$500 worth of damage, but you got \$1,000 in extra



security deposit and \$2,500 in extra rent and fees, did you come out ahead? Of course you did; you made \$2,000 and still have \$500 in additional security.

The key is to evaluate the potential risk and ensure that you are receiving proper security and compensation for that risk.

If a tenant came to a landlord and offered a \$1 million deposit to allow them to keep a goldfish, who wouldn’t accept that? The security so far outweighs the potential damage that it would be a no-brainer.

The difficulty comes in adjusting your need for security to the tenant’s ability to pay. That means evaluating your potential costs, setting a minimum requirement for a deposit on top of that and then potentially asking for more as an opening to negotiations.

It is also important to evaluate risk by doing a background check on the animal and its owners. If the owners have poor credit or a poor rental history, then it might be safe to say that such irresponsibility might also indicate they won’t be responsible pet owners who will keep their pet from damaging the property.

It’s also a good idea to do some checking up on the animal itself. Get references from previous landlords, require copies

of veterinary records and city licensing, and feel free to exclude animals that might not have such a history (or charge an even higher deposit). Also make sure that it is clear to the tenants that you are approving this specific animal, not giving them a license to bring in any animal they want. And remember, you still have the right to restrict or require more security for pets based on breed, size, age, species, or any other factor that you wish.

The principal ways of offsetting risk are by:

- Charging an additional deposit
- Charging a negotiated amount of “pet rent” on top of the regular rent
- Charging a non-refundable pet fee to allow the animal

In addition to this, you should do regular inspections on all of your properties and make sure that the animal’s behavior is not causing damage to the property or problems with the neighbors.

By properly using these three tools you are able to not only ensure that the tenant can pay for almost any potential damage, but you can also make a tidy profit in the process.

For more information on how to rent to pets, email [info@uaahq.org](mailto:info@uaahq.org). Members of the UAA can also download a pet lease in the forms section of [www.uaahq.org](http://www.uaahq.org)

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# Attempting to Influence Where a Prospective Tenant Lives is Violation of Fair Housing Laws

By The Fair Housing Institute

The Fair Housing Act makes it illegal for a housing provider to attempt to influence or steer where a prospect lives due to the prospect’s race, color, religion, national origin, sex, familial status, or disabilities—otherwise known as protected categories.

An important point to remember is while the Fair Housing Act is applicable in all states, some states have additional protected categories. For example, in addition to the seven categories listed above, California’s fair housing law also protects prospects on the basis of their citizenship, immigration status, primary language, age, sexual orientation, gender identity and expression, genetic information, marital status, source of income, and military or veteran status.

Not being knowledgeable of your state’s particular laws or additional protected categories can leave you open to complaints and violations.

### WHAT IS STEERING?

The two elements of a steering violation are:

1. An effort to influence a prospect’s choice of a house or apartment
2. The housing provider’s effort is related to the prospect’s protected category.

Notably, this “effort to influence” does not have to be malicious or result in injury to the prospect in order to establish illegal steering. In other words, all steering is illegal even when it is well-intentioned.

There are many fair housing cases involving a housing provider who had the best of intentions and was just “looking out,” so to speak, for the prospect’s best interests. The general rule is that it is up to the applicants to determine where they want to live. Any efforts by a housing provider to encourage, discourage, or redirect a prospect based on any of the protected categories will be viewed as illegal acts of steering and are prohibited by the Fair Housing Act.

Examples of steering:

- “Since you have several children, our experience has shown that we will have fewer complaints from neighbors if you live on the first floor.”
- “That area of the property is viewed as our ‘quiet’ area, so you should choose an apartment in a different area closer to other young families.”
- “This property has a lot of Latino residents, so you should fit right in.”
- “I assume from the last name you are Jewish, like me. I have a vacant apartment that is next door to another Jewish family. Would you like to see it?”
- “The only available unit we have is on the second floor, so since I see you use a wheelchair, I can put you on a waitlist for a first-floor unit.”

### How To Handle Questions That Could Lead To Steering

It is common and helpful when a prospect shares what they are looking for in a home and their specific preferences with the leasing agent. However, if a prospect starts asking questions regarding the property, such as “What kind of people live here?”



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(looking for a breakdown of race), or “My church is close by, are there many of my denomination living here?” these types of questions should not be answered!

Regardless of the prospect’s motivation, answering questions like these could have either an encouraging or discouraging effect and are based on protected categories, making it illegal steering. Another point to keep in mind is that it is also considered steering if a housing provider attempts to protect the prospect from one or more of the neighbors who are known to be prejudiced against people in the prospect’s protected category. Housing should be determined based only upon availability and any preferences provided by the applicant, unless those preferences are based on protected categories.

Another more subtle pitfall can be in discussing local schools. For families with school-age children, the local schools are often a topic of discussion. The National Association of Realtors recommends that agents use caution when answering questions about the local schools, as this can be a method for describing the surrounding community’s racial and national origin characteristics. To avoid inadvertently steering prospects, housing providers should only discuss the schools’ known facts, not include their personal opinions. It may be helpful to maintain a list of resources containing factual information about the local schools. When the topic of local schools is raised, you can refer the prospect to your list of websites instead of offering your personal opinions.

### POLICIES AND BEST PRACTICES WHEN SHOWING VACANCIES

Having a clear policy as to the way vacancies are shown can help avoid any appearance of steering. One best practice is to show the units that have been vacant the longest.

If your policy is to show units based on the prospect’s answers to interview questions, it is a good idea to keep notes or guest cards describing the areas of the community the prospect requested and the reasons for their

preferences. This way, if a claim of steering is ever made, you have documentation to prove exactly what happened.

### STEERING - THE FINAL TAKEAWAY

It is part of every property’s job to lease vacant units. Using sales techniques like showcasing amenities or brand-new appliances is the right way to encourage a prospect to lease an apartment or house. The efforts to influence a prospect’s choice of a

home should never include consideration of either the prospects’ or the existing residents’ protected categories. Proper training is essential for every employee to understand what steering is and how to avoid it.

*In 2005, The Fair Housing Institute was founded as a company with one goal: to provide educational and entertaining fair-housing compliance training at an affordable price at the click of a button.*

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RENTAL HOUSING JOURNAL UTAH · JUNE 2022



# Rental-Criteria List Clarifies Standards

The UAA recommends every landlord and property manager create a list of rental criteria that clarifies what your standards for occupancy will be. Each prospect is then measured up individually against the criteria in order of application. If they qualify then you should notify the applicant and have them sign the lease within a set period of time, or else you will move on to the next applicant.

It is important to provide a clear and concise criteria to your potential applicants (many choose to keep the document to one page and then print it on the back of the applications). This is only fair to those who will be paying an application fee – they should have the ability to see in advance if they are going to qualify. Additionally it will save you time and money if potential tenants who will not qualify don’t waste your time or theirs in submitting applications that are just going to be denied.

Many landlords think renting to a tenant is like finding an employee. When you have to hire somebody, you ask for applications and then look through those who apply to see who will best fit the criteria of the open position. And that is perfectly appropriate for employers to do. However, as a landlord, that kind of approach can get you into trouble.

It is natural for owners to want to compare prospects against each other. But BEWARE! Because of Federal Fair Housing Laws this can get you in trouble. Here is an example:

A landlord puts a sign put in front of her duplex for rent. At 9 a.m. Marie shows up with two children, looks at the property and decides she wants it. While she fills out the application her children run around the yard and are loud. At 10:00 a nice looking young man, Derek, shows up. He tells the landlord he is starting law school at the local university, is actively involved in his church, and that he wants to stay in the place the entire three years he is in school.

The landlord decides Derek is the tenant for her and puts Marie’s application and deposit in an envelope and immediately mails it back to her with a denial without checking any references.

If Marie were to make a Fair Housing complaint, would she win? Unless the landlord can prove that Marie was not qualified, the landlord will likely lose this case and incur a \$10,000 fine. Marie can also sue the landlord for civil damages. By not even checking Marie’s references to see if she qualified under the landlord’s rental criteria the landlord discriminated against her. Derek may turn out to be a better tenant, or he may not. It is best to check individual tenants out against our own standards and not each other. The only way to prove someone is not qualified is to compare them to a pre-created standard applied to all applicants.

The best process is to think of your property in the same way as a ride operator at an amusement park. The ride has a criteria (something like “you must be 4 feet tall to ride this ride”), and all the operator cares about is if the next person in line meets this criteria. If not, they go on to the next person in line. If so, then that is the person that gets on the ride.

Likewise for landlords, the best process is to adopt a “first qualified applicant” procedure that evaluates applicants in the order in which they submit a completed application.

What is a complete application? That is entirely up to you to decide. Many landlords require a deposit, application fee, and a fully filled out application in order to be considered “in the line.”

The important thing here is to compare tenants to an objective standard rather than comparing tenants to one another. And if you are not comfortable with renting to the first qualified applicant, you should adjust your criteria to the point where you are comfortable renting to anybody who meets those criteria.

This does not mean that your criteria cannot have some flexibility. It is perfectly appropriate to have different criteria for different units, even within the same building. But that is because the criteria are tied to the specific unit and not to the people who are applying to them.

You can also create was are known as A/B criteria, where you let the tenant know that if they meet the first set or A criteria that you will rent to them, but that if they fall short of the A criteria but still meet the B criteria and pay a larger deposit or get a qualified co-signer, then you will rent to them.

The Utah Apartment Association staff have frequently been asked if they could provide some guidance on what a rental criteria should look like. After consulting with several landlords we have produced the following example of what a landlord might use. Of course the exact standards and wording are up to you and will need to be adjusted to your situation. This is only provided as an example of what a criteria might say.

## Sample Rental Criteria

The following standards will be used to judge your application for tenancy. You must meet the following standards to qualify to sign a rental agreement with us. Applicants are judged on the same standards on a first come/first-served basis, one person or family at a time. Any incorrect inconsistencies or fabrications on the application will result in an automatic denial of the application.

**\$ (Owner/Manager sets the amount) NON-REFUNDABLE APPLICATION FEE:** Each applicant over the age of 18 must pay an application fee and consent to have a background check done on them. Co-signers must also pay an application fee and give the same consent as other applicants.

**SECURITY DEPOSIT:** Applicants must provide a check for the full amount of the security deposit (including any additional deposit amounts for pets or other reasons) for the application to be considered complete. The deposit will be returned if the application is denied.

**PHOTO IDENTIFICATION:** All applicants over the age of 18 must provide current government issued photo identification at the time of application.

**EMPLOYEMENT REQUIRMENTS:** Employment history should show that the applicant has been employed with their current employer for at least 6 months. Exceptions can be made for recent graduates who provide proof of graduation, current students who provide proof of enrollment, and self-employed applicants who provide a CPA-prepared financial statement or most recent tax return. Applicants with less than 6 months of employment with current employer may be approved if they pay an additional security deposit or have an approved co-signer and provide proof that they have been employed with their current employer for 2 months or were employed with their previous employer for at least 6 months. All employment history will be verified by contacting the employer.

**INCOME REQUIRMENTS:** The combined income of all persons living in the rental must be at least three times the monthly rent. Applicants who do not have the requisite income will be considered if they provide a co-signer or provide proof of cash reserves equal to at least 12 times the monthly rent.

**RENTAL HISTORY:** Applicants must provide the name and contact information for their previous two landlords, or all landlords in the last five years. Applicants must also provide all of the addresses they have lived at for the last five years. Applicants will not be approved if they have had any evictions, defaults in lease agreements, late rental payments, or if they owe any money to any other landlord.

**RENTER’S INSURANCE:** Applicants will be required to have renters insurance before occupying the premises.

**CREDIT HISTORY:** Your credit must reflect that all accounts are current. Applications for tenancy will be denied if you have filed for bankruptcy in the last 2 years, or if you have any bankruptcies that have not been discharged at least one year prior to the application. All collection accounts must be “paid in full/ as agreed.” Applicants with past-due accounts/accounts in collections may qualify if they pay an additional security deposit or have an approved co-signer.

**CRIMINAL HISTORY:** Your application may be rejected if you have been convicted in the last 5 years of any crime against person or property that would present a threat to the owners or neighbors, or the rental property. Applicants on probation or parole must provide contact information for their parole officer. Applicants on a publicly available list of offenders who are required to publish their address will be denied.

**MAXIMUM OCCUPANCY:** 2 occupants per bedroom plus an additional occupant for each apartment home (ie. ,3 in a one-bedroom/studio, 5 in a two-bedroom, 7 in a three-bedroom, etc.).

**PETS:** Pets may be approved if they meet the following requirements: a good reference from the previous landlord for the pet’s behavior, a complete veterinary medical history (including immunizations and sterilization) is provided, an additional deposit is paid and an additional amount of “pet rent” is agreed upon. The owner reserves the right to deny the application based on the size, species or breed of the pet.

If your application is approved you will be notified. You will have 48 hours from the notification of your approval to sign a lease agreement. If you do not, then other applicants may be considered and given the opportunity to sign a lease.

We are committed to equal housing opportunity and provide housing opportunities regardless of race, color, religion, sex, national origin, physical or mental disability, familial status, source of income, sexual orientation or gender identity.



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