

Index

• A •

- abandoned rental units, reclaiming, 355–356
- abandonment clause, in leases, 181
- absence from premises, notice of, 180
- absence from premises clause, 180–181
- acceptance, contracts and, 154
- accessibility, handicapped people and, 91
- accountant, hiring an, 29–30
- Accredited Commercial Managers (ACoM), 368
- Accredited Management Organization (AMO), 63, 64
- Accredited Residential Manager (ARM), 63, 368
- acrylic, as safer than standard glass, 246
- active activity, 37–38
- actual cash value, 49
- addendums to leases, 174–175, 332
- address of the rental property, in leases, 159
- ADR (Alternative Dispute Resolution), 318
- adverse actions, 149–150
- advertising rental properties
 - accurately describing the rental units, 107
 - accurately presenting rents and amenities, 108
 - avoiding discriminatory advertising, 104–105
 - bait-and-switch advertising, 109
 - Communications Decency Act of 1996, 109–110
 - complying with the law, 102–106
 - crime prevention and, 296
 - disclosing important rental policies, 108
 - Equal Housing Opportunity logo, statement, or slogan, and, 105–106
 - exceptions to the “preference” rules, 103
 - Internet advertising, 109
 - most likely targets of discrimination, 106
 - overview, 83, 94
 - promising less, delivering more, 364
 - protected classes and, 11
 - steering clear of limitations, 103
 - Truth in Advertising laws, 106–107
- affirmative defense, eviction and, 344
- agents
 - Fair Housing Act and, 81
 - training your, and holding them accountable, 97
- aggregate deductible, 49
- alarms, crime prevention and, 296
- amendments to leases, 332
- amenities, accurately describing, 108
- Americans with Disabilities Act (ADA), 290–291
- Animal Agreement, 207–208
- animals. *See also* pets
 - moving-in process and, 207–209
 - preventing injuries from, 250
 - service, 90–91, 179
- annotated codes, 32
- antidiscrimination policy, 96. *See also* fair housing laws; housing discrimination
- ants, 271
- appliances, orienting a new resident to shut-offs, 214
- applicants, screening
 - adverse actions, 149–150
 - application fee, 139–140
 - application fees, 149
 - consent for a background check, 143
 - credit and eviction history, 141
 - criminal history, 141–143
 - criteria for acceptance, 138–139
 - disclosure of screening service, 143
 - do-it-yourself approach, 146–147
 - Fair Housing Act and, 82
 - fair housing statement, 143
 - keeping essential records, 150–151
 - legal screening policy, 138–143
 - maintaining residents’ files, 151
 - minimum age and photo ID, 140
 - minimum income, 140
 - occupancy limits, 141

applicants, screening (*continued*)
 overview, 12–13, 96, 137–138
 positive housing history, 141
 rejected applicants, 151
 screening services, 143, 146, 148, 150
 securing sensitive information, 152
 application fees, 139–140, 149
 appurtenances, 161, 232
 arbitration, defined, 316
 asbestos, 260–261
 asbestosis, 261
 assertiveness, landlord readiness
 and, 366
 assignment of leases, 20
 deciding whether to allow, 329–330
 lease provision, 171–172
 association, joining an, 367
 attorneys. *See also* legal issues
 consulting with, 30
 eviction and, 346
 fees, 35
 finding, 35
 in general, 33–34, 369
 hiring, 29–30
 resolving disagreements between you
 and, 36
 when to consult, 34
 attorney's fees, clause in lease
 agreement, 176
 attractive nuisances, 228–229
 auto liability coverage, non-owned, 50
 Automatic Clearing House (ACH)
 payments, 117

● B ●

background checks
 consent for, 143
 of prospective residents, 13
 bait-and-switch advertising, 109
 bedbugs, 271, 272
 Better Business Bureau, 29
 blackballing a resident you don't like, 308
 bonded contractors, 243
 bounced rent checks, 12
 breach of contract, terminating a lease for,
 336–337
 breach of lease, 172–173
 broad form coverage, 48

building codes
 adhering to, 225–226
 violation of, 257
 building ordinance insurance, 50
 business-formation services, 29
 buying rental property
 evaluating current rents, 55–56
 governmental licenses and permits, 44
 inspecting the rental units, 54
 list of property included in the sale, 42
 meeting residents in person, 53–54
 new rental contracts, 54–55
 notifying residents, 53
 overview, 8–9
 resident files, 42–43
 seller-verified rent roll and list of all
 security deposits, 43
 unoccupied rental property, 57
 what to get up-front, 41–46



C Corporation, 27
 California, rules and procedures for
 vacating residents, 354
 California Apartment Association, 269
 California Civil Code, security deposits
 defined by, 187
 cameras, security, 287
 capital gains taxes, 36, 39
 carbon monoxide, 262–263
 carbon monoxide detectors, 169, 262
 caregivers, as additional occupants, 311
 case law, 33, 183
 cash payments for rent
 to encourage voluntary move-out, 320
 lease provision, 163
 policy against accepting, 118–119, 210–211
 cash-flow management skills, 366
 cashier's checks, 210
 castle doctrine, 297
 catch words, discriminatory, 101
 certificate of mailing, 198
 certifications for landlords, 368
 certified checks, 211
 Certified Property Manager (CPM), 63, 368
 change in ownership. *See* transferring
 ownership of rental property
 check scanners, 211

- checklists
 - assessing damage with, 192
 - inspection with new resident, 211–213
 - move-out, 354
- checks
 - bounced, penalties for, 12
 - paying rent with, 117–118, 210–211
- child support, 72
- children
 - guest policy and, 311
 - policies and rules related to, 205
 - protection of, 228–229
 - unsupervised, 313–314
- Civil Rights Act of 1968. *See* Fair Housing Act
- cleaning
 - after residents move out, 16
 - lease provision on, 167–168
- clock timers with photocells, 283
- cockroaches, 271
- coinsurance clauses, 51
- collecting judgments, 347
- collecting rent. *See* rent collection
- colloquialisms, discriminatory, 102
- color, as protected class, 10, 78
- common areas, lighting up, 283
- communication with residents, 219–220
 - honoring your skills, 370
 - solving disputes and, 315–316
- Communications Decency Act of 1996, 109–110
- The Company Corporation, 29
- comparative negligence test, 258
- compensation, property manager, 71
- comprehensive general liability policy, 49–50
- consideration, 154
- construction sites, safety precautions, 249
- constructive eviction (self-help eviction), 163, 230, 300, 305, 346, 363
- Consumer Product Safety Commission (CPSC), 247
- contested eviction, 345
- contingency, attorney willing to work on, 35
- contract law, entering rental units and, 298
- contractors
 - legal issues, 242–243
 - as sources of hazardous wastes, 274
 - warranties to cover the work, 244
- contracts. *See also* leases (rental contracts)
 - requirements of, 154–155
- contributory negligence, 258
- cords, window coverings with safe or no, 247
- corporation
 - as form of ownership, 7–8, 27–30
 - forming a, 28–30
 - running your operation as a, 30
- cotenancy
 - common issues, 327–329
 - disputes between cotenants, 328
 - overview, 20, 323, 325–326
 - terminating a cotenant's lease, 328–329
- court decisions, finding, 33
- covenant of quiet enjoyment
 - entering rental units and, 299
 - honoring, 313
 - lease provision, 165–166
 - preventing and eliminating nuisances and, 226
 - right to enter the premises and, 19–20
 - state statutes, 299
- credit checks (credit history or report)
 - property manager candidates, 69–70
 - prospective residents, 13, 141, 147, 175
- credit score of applicants, 150
- Crime and Drug-Free Housing Addendum, 280, 281
- Crime Free Multi-Housing Program, 280
- crime prevention, 277–296
 - being vigilant and keeping residents posted, 284
 - costs of lax security, 278–279
 - domestic disputes and violence, 294–295
 - drug users and dealers, 295
 - educating and connecting residents, 284–286
 - encouraging residents to connect with one another, 286
 - keeping tabs on employee behavior, 292
 - lighting up parking lots, hallways, and other areas, 283
 - locks and keys, 288–289
 - necessary security precautions, 280–284
 - obligations and legal liability, 277–279

- crime prevention (*continued*)
 - overview, 19, 277
 - practical security measures, 279–287
 - providing guidance on, 284–285
 - reasonable measures, 278
 - reporting suspicious activity, 285–286
 - resident questions and concerns
 - about, 285
 - responding to general criminal behavior, 293–294
 - safeguarding the rental office and
 - resident records, 287–288
 - screening potential employees, 290–292
 - securing doors and windows, 282
 - securing your business, 287–292
 - tightening security, 286–287
 - troublesome residents, 293–295
 - crime prevention program, 279–280
 - criminal background checks
 - applicants, 141–143, 147
 - employees, 19
 - potential employees, 290
 - property manager candidates, 70
 - Cure or Quit notices, 343
- D •
- damages. *See also* repairs
 - checklists for assessing, 192
 - common damage deductions, 355
 - disputes over, 199
 - in excess of security deposit, 198–199
 - negligence and, 257–258
 - ordinary wear and tear distinguished
 - from, 191
 - photos or videos to document, 354
 - punitive, 257–258
 - in Security Deposit Itemization form, 195
 - suing landlord for, 230
 - when residents fall short, 232–233
 - dangerous conditions. *See* safety
 - day care centers, 159
 - deductible
 - aggregate, 49
 - insurance, 51
 - Definition of Solid Waste (DSW) Decision Tool, 274
 - delay of possession clause, 178
 - delivery of notices clause, 178
 - depreciation
 - assessing damages and, 192
 - taxes and, 38
 - destruction of premises clause, 182
 - detail, attention to, landlord readiness
 - and, 366
 - directions to real estate for rent,
 - discriminatory, 102
 - disabled people
 - accessibility of new buildings, 91
 - housing discrimination and, 10, 78, 87–91, 101
 - discrimination. *See* fair housing laws; housing discrimination
 - disputes between cotenants, 328
 - disputes between landlords and residents
 - additional occupants for extended periods, 310–311
 - avoiding retaliation, 320
 - consulting your attorney for advice, 314
 - encouraging a voluntary move-out, 319–320
 - late-, partial-, or nonpayment of rent, 310
 - listening and talking to solve, 315–316
 - mediators and, 316–318
 - noise, unreasonable or excessive, 312–313
 - resolving problems without eviction, 314–315
 - settling the most common problems, 309–314
 - small-claims court, taking a residents to, 319
 - unsupervised children, 313–314
 - writing warning letters, 318
 - domestic disputes and violence, 294–295, 328
 - doors. *See also* keys to the rental unit; locks
 - securing, 282
 - double-taxation of C Corps, 27
 - driving record, property manager
 - candidates, 70
 - drug users and dealers, 295
 - due date, rent, 12
 - due diligence period, 41, 42
 - duplicate keys, 19, 217, 287, 288

• E •

- early termination fee, 339, 340
 - early-payment rent discounts, 123
 - electronic cigarettes, 244
 - electronic payment of rent, 116, 117
 - emergencies, entering rental units in, 298
 - emergency exits, basic requirements, 225
 - eminent domain, 183
 - employees
 - criminal background checks, 19, 70
 - firing and evicting, 73
 - keeping tabs on behavior of, 292
 - property managers, 71–73
 - screening potential, 290–292
 - employment agreement, with property manager, 70
 - employment laws, property managers and, 71–73
 - employment-screening firms, 291–292
 - encapsulation, 261
 - endorsement for money and securities, 50
 - entering rental units, 297–305
 - acceptable reasons to enter with reasonable notice, 301
 - acceptable reasons to enter without notice, 300
 - advanced notice, 303–304
 - balancing owner and renter rights, 298–302
 - building rapport with residents, 302
 - contract law, 298
 - exercising your right to enter, 302–305
 - lease provision, 171
 - Notice of Intent to Enter Rental Unit, 239
 - only when necessary, 303
 - overview, 297
 - permission for, 304
 - potential costs of abusing your right to enter, 305
 - property law and, 298–299
 - rental contract provision, 301–302
 - right of landlords, 19–20
 - unreasonable refusal by a resident, 304–305
 - entire agreement clause, 175
 - environmental disclosure forms, 206
 - environmental hazards, 259–276
 - asbestos, 260–261
 - carbon monoxide, 262–263
 - formaldehyde, 263–264
 - hazardous wastes, 273–276
 - lead paint, 265–267
 - overview, 18
 - pests, 271–273
 - radon, 264
 - Environmental Protection Agency (EPA),
 - lead-based paint regulations, 206, 265–268
 - Equal Housing Opportunity logo,
 - statement, or slogan, 11, 105–106
 - equipment required in rental property, 224–225
 - escrow
 - transferring ownership of rental property and, 41–46
 - until repairs are made, 230
 - eviction
 - being extra careful with, 132
 - constructive (self-help eviction), 163, 230, 300, 305, 346
 - contested, 345
 - do's and don'ts of the eviction process, 346
 - of employees, 73
 - formal eviction action, 344–345
 - giving bad renters an incentive to move, 336
 - housing discrimination and, 96
 - legal issues, 308
 - prior, screening applicants and, 141, 147
 - residents who commit crimes, 19
 - resolving problems without, 314–320
 - self-help, 363
 - serving legal notices, 343
 - staying out of legal trouble, 363
 - troublesome residents, 343
 - of troublesome residents, 294
 - uncontested, 345
 - experts, hiring, 370
 - exterior lighting
 - crime prevention and, 17, 278, 283
 - preventing injuries, 249–250, 254
- ## • F •
- Facebook, 29
 - Fair Credit Reporting Act (FCRA), 290–291

- Fair Housing Act, 78–84. *See also*
 advertising rental properties; housing discrimination
 avoiding violations, 86
 conditions of a violation, 81
 discrimination and, 79–81
 exceptions to, 83
 HUD (US Department of Housing and Urban Development), 84–87
 legal recourses for violations of, 83–84
 principals and agents, 81
 protected classes, 10, 78, 84–91
 what's allowed under, 82
 fair housing laws, 77–98. *See also*
 advertising rental properties; Fair Housing Act
 documenting policies and enforcing them consistently, 95–97
 overview, 10–11, 77
 proactive/preventive approach to, 94–97
 staying out of legal trouble, 361–362
 fair housing statement, screening policy and, 143
 Fair Labor Standards Act (FLSA), 72
 fair market rents, 55, 134–135
 familial status, as protected class, 78, 85–87, 101
 Federal Insurance Contributions Act (FICA), 72
 Federal Trade Commission (FTC) Act (Federal Truth in Advertising Law), 106–107
 FEMA (Federal Emergency Management Agency), 253
 fences and gates, 286
 FICA (Federal Insurance Contributions Act), 27, 72
 fidelity bond, 50
 fines and penalties provision, in leases, 166
 fire evacuation plan, 252
 fire extinguishers, providing and maintaining, 251
 fire safety, 17, 168, 250–251
 firing employees, 73
 flat fee, late charge, 121
 flat fee for attorneys, 35
 fleas, 271
 FLSA (Fair Labor Standards Act), 72
 formaldehyde, 263–264
 Franklin, Benjamin, 325
 furnished rental units, security deposit for, 188
- **G** ●
- general partnership, 26
 gifts, leases distinguished from, 154
 glass, materials safer than standard, 246–247
 Google Scholar, 33
 governing law provision, 183
 grace period, for payment of rent, 114–115
 guests
 additional occupants for extended periods, 310–311
 breach of lease caused by, 172–173
 overnight guest restrictions, 305–306
 overview, 323
 when considered tenants, 325
- **H** ●
- habitability, implied warranty of
 cost of breaching, 300–301
 defining habitable, 224–225
 honoring, 299
 overview, 17, 223–224
 hallways, lighting up, 283
 handicapped people
 accessibility of new buildings, 91
 housing discrimination and, 10, 78, 87–91, 101
 handshake leases, 155, 156
 hard costs, 347
 hazardous wastes, 273–276
 HCV (Housing Choice Voucher), 133–136
 health codes
 adhering to, 225–226
 violation of, 257
 “hold harmless” clause, management agreement, 66
 hot tubs, 17, 248, 255
 hourly rate of attorneys, 35
 house rules, housing discrimination and, 96
 houseguests. *See* guests
 Housing Assistance Payments (HAPs), 134
 Housing Choice Voucher (HCV), 133–136

- housing discrimination. *See also* Fair Housing Act; fair housing laws
avoiding illegal conduct, 94–95
defending yourself against claims of, 97–98
documenting policies and enforcing them consistently, 95–97
Fair Housing Act and, 79–81
HUD (US Department of Housing and Urban Development) and, 101
keeping impeccable records, 96–97
safeguarding from claims of, 93
steering and, 92–93
training your agents and holding them accountable, 97
- HUD (US Department of Housing and Urban Development)
criteria for preferential, discriminatory, or limiting advertising, 101
Equal Housing Opportunity logo or statement, 11, 105–106
HCV program, 134, 135
housing discrimination and, 84–87, 97, 101
lead-based paint regulations, 267
sample waiver of breach clause, 170
- HUD Fair Market Rent, 134–135
- / ●
- illegal uses, lease provision barring, 179–180
- Immigration Reform and Control Act (IRCA), 71
- implied covenant of quiet enjoyment
entering rental units and, 299
honoring, 313
lease provision, 165–166
preventing and eliminating nuisances and, 226
right to enter the premises and, 19–20
state statutes, 299
- implied warranty of habitability
cost of breaching, 300–301
defining habitable, 224–225
honoring, 299
overview, 17, 223–224
- Incident Report, 52
- income
low-income residents, 115, 133
minimum, of applicants, 140
source of, protection under Fair Housing Act, 92
- income taxes, 36–39
- independent contractors, 72
- information letter, for new residents, 214–215, 349
- injunction to stop or correct nuisances, 227
- injuries, minimizing, 245–258. *See also* environmental hazards
at construction sites, 249
exterior lighting, 249–250
identifying potentially dangerous conditions, 253–255
legal liability for, 255–257
materials safer than standard glass, 246–247
overview, 245
from pets, 250
in swimming pools, spas, and hot tubs, 248–249
- inspecting rental units
common areas, 254–255
end-of-lease inspection, 352–355
maintenance and repair program and, 235–236
with new resident, 211–214
prior to move-in by new resident, 202–203
safety inspections, 254–255
when moving a resident in, 15
when moving a resident out, 16
when transferring ownership, 9, 54
- inspection form, 212, 213, 236
- Institute of Real Estate Management (IREM), 63–65, 67, 343, 367, 368
- insurance
building ordinance, 50
change of ownership and, 45–46
coinsurance clauses, 51
contractor, 243
deductibles, 51
fidelity bond, 50
finding the right insurance company, 47
in general, 9

insurance (*continued*)
 general liability, 49–50
 handling potential claims, 52
 loss of rents or income, 50
 overview, 46–47
 property management company, 63
 renters, 51–52
 renters insurance addendum, 52
 supplemental coverage, 49
 types of, 48–50
 umbrella coverage, 50
 worker's compensation, 72, 244
 written binder, 47

intent to move out notice, 339–341

intentional acts, liability for, 257

interest on security deposits, 196

interviewing applicants, 13

invitees. *See* guests

• J •

JAMS (Judicial Arbitration and Mediation Services), 318

joint and several liability
 for honoring lease terms, 25, 170–171
 for payment of rent, 112, 119, 160, 227

joint tenancy, 25

joint ventures, 28

judgments, collecting, 347

Judicial Arbitration and Mediation Services (JAMS), 318

Justice, US Department of (DOJ), 84

• K •

keycard systems, 289

keys to the mailbox, 16, 209, 212

keys to the rental unit
 duplicate, 19, 217, 287, 288
 maintaining control over, 288–289
 master, 217, 288
 for new resident moving in, 16, 206, 217
 securing master and duplicate, 19

kitchen, basic requirements, 224

• L •

laminated glass, 246

landlord readiness, assessing
 your, 365–366

landlord training courses, 368

landlord-tenant disputes , 309–320
 additional occupants for extended periods, 310–311
 avoiding retaliation, 320
 consulting your attorney for advice, 314
 encouraging a voluntary move-out, 319–320
 late-, partial-, or nonpayment of rent, 310
 listening and talking to solve, 315–316
 mediators and, 316–318
 noise, unreasonable or excessive, 312–313
 resolving problems without eviction, 314–315
 settling the most common problems, 309–314
 small-claims court, taking a residents to, 319
 unsupervised children, 313–314
 writing warning letters, 318

landscaping, lease provision on, 168

last month's rent, up-front payment of, 190

latches, window, 282

late charges for rent payments, 121–122

late payments and penalties, 12

law enforcement
 calling, 293
 eviction judgment and, 345
 guidance on crime prevention, 285
 keeping in touch with, 284
 reporting suspected criminal activity to, 19

lawyers. *See also* legal issues
 consulting with, 30
 eviction and, 346
 fees, 35
 finding, 35
 in general, 33–34, 369
 hiring, 29–30
 resolving disagreements between you and, 36
 when to consult, 34

lead paint, 265–267

Lease or Rental Agreement Violation Letter, 311

leases (rental contracts). *See also* rental agreement
 abandonment clause, 181
 absence from premises clause, 180–181
 acceptance of premises provision, 167
 addenda provision, 174–175
 addendums to, 174–175, 332

- additional provisions, 177
- attorney's fees clause, 176
- breach of, 172–173
- carbon monoxide detection device provision, 169
- care, cleaning, and maintenance provision, 167–168
- cash payment provision, 163
- changing the terms of, 331–332
- credit report provision, 175
- defined, 155
- delay of possession clause, 178
- delay in repairs clause, 180
- delivery of notices clause, 178
- destruction of premises clause, 182
- drafting, 13
- eminent domain provision, 183
- entire agreement clause, 175
- entry provision, 171
- finances and penalties provision, 166
- in general, 9
- gifts distinguished from, 154
- governing law provision, 183
- introductory language, 158
- key elements of, 159
- landscaping provision, 168
- need for, 153–157
- no illegal use provision, 179–180
- notice of injuries clause, 180
- occupants listed in, 164
- oral, 156–157
- pets provision, 179
- prohibitions provision, 164
- quiet enjoyment covenant, 165–166
- remedies not exclusive clause, 182
- rent provisions, 159–161
- rental agreements compared to, 154–155, 162
- rental units specified in, 158
- repairs and alterations clause, 166–167
- restrictions on rent increases, 126
- reviewing prior to move-in, 206
- right to enter the premises in, 301–302
- sale of property and, 173
- sample, 14
- signature section, 176–177
- smoke detection device provision, 168
- smoking prohibition, 164–165
- state-specific template for, 157
- staying out of legal trouble, 361
- subletting and assignment provisions, 171–172
- term clause of, 162
- termination of
 - accelerated, 173
 - for breach of contract, 336–337
 - cotenant's lease, 328–329
 - early termination fee, 339
 - ending a rental agreement vs., 338
 - by mutual agreement, 334
 - Notice of Nonrenewal of Lease, 333–334
 - overview, 20–21
 - payment of rent, 341–342
 - prorating rent, 342
 - by residents, 338–339
 - voluntary move-out and, 319
- utilities provision, 162–163
- waiver of breach clause, 170
- in writing, 155–156
- legal issues. *See also* attorneys; housing discrimination; statutes; *and specific topics*
 - conducting your own legal research, 31–33
 - contractor-related, 242–244
 - corporation *vs.* LLC status, 7–8
 - cotenants, sublets, and assignments, 20
 - disputes between cotenants, 328
 - disputes between landlords and residents
 - additional occupants for extended periods, 310–311
 - avoiding retaliation, 320
 - consulting your attorney for advice, 314
 - encouraging a voluntary move-out, 319–320
 - late-, partial-, or nonpayment of rent, 310
 - listening and talking to solve, 315–316
 - mediators and, 316–318
 - noise, unreasonable or excessive, 312–313
 - resolving problems without eviction, 314–315
 - settling the most common problems, 309–314
 - small-claims court, taking a residents to, 319
 - unsupervised children, 313–314
 - writing warning letters, 318
 - fair housing laws, 10–11

legal issues (*continued*)

- forming your business, 23–30
- keeping abreast of legal developments, 369
- knowledge of, landlord readiness and, 366
- nonresidents, 324–326
- pitfalls of managing residential rental properties, 9–21
- right to enter the premises, 19–20
- screening applicants
 - adverse actions, 149–150
 - application fee, 139–140
 - application fees, 149
 - consent for a background check, 143
 - credit and eviction history, 141
 - criminal history, 141–143
 - criteria for acceptance, 138–139
 - disclosure of screening service, 143
 - do-it-yourself approach, 146–147
 - Fair Housing Act and, 82
 - fair housing statement, 143
 - keeping essential records, 150–151
 - legal screening policy, 138–143
 - maintaining residents' files, 151
 - minimum age and photo ID, 140
 - minimum income, 140
 - occupancy limits, 141
 - overview, 12–13, 96, 137–138
 - positive housing history, 141
 - rejected applicants, 151
 - screening services, 143, 146, 148, 150
 - securing sensitive information, 152
 - small-claims courts, 319
 - terminating rental contracts, 20–21
 - tips for staying out of legal trouble
 - acting beyond reproach, 359–360
 - complying with fair housing laws, 361–362
 - keeping a paper trail, 362–363
 - keeping abreast of changing laws, 361
 - maintaining your property, 362
 - rental contract terms, 361
 - screening applicants carefully, 360
 - transferring ownership, 8–9
 - violations of the Fair Housing Act, 83–84
- legal research, conducting your own, 31–33
- legal trouble, tips for staying out of
 - acting beyond reproach, 359–360
 - complying with fair housing laws, 361–362
 - keeping a paper trail, 362–363
 - keeping abreast of changing laws, 361
 - maintaining your property, 362
 - rental contract terms, 361
 - screening applicants carefully, 360
 - transferring ownership, 8–9
 - violations of the Fair Housing Act, 83–84
- Legal Zoom, 29
- liability
 - for cleanup of hazardous wastes, 276
 - joint and several
 - for honoring lease terms, 25, 170–171
 - for payment of rent, 112, 119, 160, 327
 - premises, 256
- libel, 308
- licensed contractors, 243
- licensees, 324
- licenses
 - governmental, change of ownership and, 44
 - property management company, 62–63
- lighting
 - basic requirements, 225
 - exterior (outdoor)
 - crime prevention and, 17, 278, 283
 - minimizing injuries, 249–250, 254
 - like-kind property, 39
- limited liability company (LLC), 28
 - running your operation as a, 7–8
- limited liability limited partnership, 26
- limited liability partnership, 26
- limited partnership, 26
- LinkedIn, 29
- litigation, defined, 316
- locks
 - basic requirements, 225
 - changing, between residents, 217, 218
 - crime prevention and, 282
 - maintaining control over, 288–289
 - window, 217, 232, 282
- logotypes, housing discrimination and, 101
- loss history, 46
- loss of rents or income insurance, 50
- low-income residents, 115, 133

• M •

- mailbox
 - key to, 16, 209, 212
 - notices placed in, 178
- mailing
 - certificate of, 198
 - provision for receipt of notices, 178
 - rent payments, 116

- maintenance, 223–241. *See also* repairs
adhering to local codes, 225–226
after residents move out, 16
consequences of falling short, 229–231
contractor-related legal issues, 242–244
damages when residents fall short,
232–233
duty to maintain habitable housing,
223–231
eviction process and, 346
habitability, implied warranty of, 17,
223–227, 299, 300
inspecting rental units, 235–236
obligations to residents, 17
preventing and eliminating nuisances,
226–227
proactive and responsive system of,
233–241
protection of children, 228–229
requests for, 240–241
residents' legal obligation to maintain
their units, 231–233
responding to residents' requests,
236, 239
staying out of legal trouble, 362
warranties for contractors' work, 244
withholding rent for uninhabitable
apartments, 241–242
worker's compensation insurance, 244
maintenance request form, 237–239
maintenance workers, as sources of
hazardous wastes, 274
management agreement, 66–67
management companies. *See also* property
management
finding the right company, 62–63
overview, 61–62
what to ask a prospective company,
64–65
managing rental properties. *See* property
management
marginal tax rate, 36
master keys, 217, 288
mediators, of disputes between landlords
and residents, 316–318
mesothelioma, 261
meth labs, 275
mice, 271
mildew, 213
miniblinds with safe cords or no cords, 247
minimum age of applicants, 140
minimum income of applicants, 140
minimum wage, paying, 72
misrepresentation by tenants, lease clause
concerning, 181
modifications, reasonable, handicapped
people and, 90
mold, 206, 213, 267–270
mold addendum, 206
mold notification addendum, 269
money judgment, 347
money orders, 117–118, 210
mosquitoes, 271
move-in letter, 15, 16
Move-Out Information Letter, 351–352
move-out letter, 16
moving in a new resident, 201–220
animals and pets, 207
checklists for assessing damage, 192
collecting the rent and security deposit,
210–211
communication with residents, 219–220
date for, 202
detailed resident records, 218–219
establishing policies and rules, 203–205
informational letter, 214–217
meeting with new resident prior to
move-in, 202–203
overview, 15–16, 201
reviewing and signing legal documents,
205–207
security measures, 217–218
transferring utilities, 209–210
moving-out process. *See also* eviction
checklist, 354
encouraging a voluntary move-out,
319–320
end-of-lease inspection, 352–355
giving bad renters an incentive to
move, 336
information letter for resident, 351–352
intent to move out notice, 339–341
overview, 16
rent increases after, 132
written notice of residents' plans, 349–351
“Mrs. Murphy” exemption, 83, 104
mutual covenant of quiet enjoyment
entering rental units and, 299
honoring, 313
lease provision, 165–166

mutual covenant of quiet enjoyment (*continued*)
 preventing and eliminating nuisances and, 226
 right to enter the premises and, 19–20
 state statutes, 299
 Mutual Termination of Lease Agreement, 334, 335

• N •

National Apartment Association (NAA), 14, 61, 63, 64, 117, 343, 361, 367
 National Association for Community Mediation (NAFCM), 317
 National Lead Information Center (NLIC), 267
 national origin, as protected class, 10, 78, 101
 natural disasters, preparing for, 252–253
 negligence, 255–258
 neighboring businesses, as sources of hazardous wastes, 274
 neutrals, 317
 new residents. *See* moving in a new resident
 New York City Housing Authority (NYCHA), 231
 New York's Roommate Law, 326
 noise, unreasonable or excessive, 228, 312–313
 non-owned auto liability coverage, 50
 Nonrenewal of Lease, Notice of, 333–334
 nonresidents, legal issues involving, 324–326
 Notice of Adverse Action, 150
 Notice of Intent to Enter Rental Unit, 239
 Notice of Intent to Vacate Rental Unit, Resident's, 350
 Notice of Rental Rate Change, 127
 Notice to Quit notices, 343
 notices, delivery of, lease provision on, 178
 nuisances
 defined, 226
 preventing and eliminating, 226–227
 types of, 228

• O •

occupancy guidelines, maximum occupancy, 86–87, 96, 141
 occupants. *See* tenants
 Occupational Safety and Health Administration (OSHA), 261
 OCSE (Office of Child Support Enforcement), 72
 offer, as contract requirement, 154
 Office of Child Support Enforcement (OCSE), 72
 older persons, housing for, 83
 online legal services, 14
 oral agreements, 156–157
 ordinances, defined, 33
 ordinary income, 36
 ordinary wear and tear, 16, 190–191
 outdoor lighting
 crime prevention and, 17, 278, 283
 preventing injuries, 249–250, 254
 overnight guest restrictions, 305–306
 overtime, paying, 72
 ownership of rental property
 forms of, 23–28
 transferring. *See* transferring ownership of rental property

• P •

paint, lead, 265–267
 paper trail, keeping a, 362
 parking lots, lighting up, 283
 partial rent payments, 124
 partnerships, 25–26
 passive activities, 37–38
 Pay Rent or Quit notices, 343
 payment of rent. *See also* rent collection
 accepting rent after the lease ends, 341–342
 with cash
 to encourage voluntary move-out, 320
 lease provision, 163
 policy against accepting, 118–119, 210–211
 collecting judgments, 347
 cotenancy and, 327–329

- form of, 12
- partial, 124
- prorating rent, 342
- setting policies for, 12
- peepholes, 282
- penalties
 - for bounced checks, 12
 - for missed payments, 12
- percentage late fee, 122
- Perform Covenant or Quit notices, 343
- personal property, entering rental units and, 298–299
- personal references, applicant's, 13, 151, 291
- pest problems, 213, 271–273
- pet deposit, nonrefundable, 189
- pets
 - advertising rental units and, 108
 - Animal Agreement, 207–208
 - lease provision, 179
 - preventing injuries from, 250
 - security deposits for, 188–189
 - setting and enforcing policies, 18
 - when transferring ownership, 56
- PHAs (public housing authorities), 133–136
- photo ID, of applicants, 140
- photographs of rental unit's condition, 214, 354
- police. *See* law enforcement
- policies and rules
 - drafting, 203–205
 - establishing, prior to move-in, 203
 - going over with new resident, 15, 205
 - positive framing of, 204
 - reasonable and enforceable, 204
 - reviewing and modifying, 205
- political affiliation, housing discrimination and, 92
- pools, swimming
 - as attractive nuisance, 229
 - rules denying the use of, 89
 - safety problems, 17, 86, 204, 248–249
- Popular Name Table for statutes, 32
- positive housing history, 141
- preferential treatment, 80–81
- premises liability, 256
- pricing chart, for services or damaged items, 196
- primary law, 31
- principals, Fair Housing Act and, 81
- privacy. *See also* entering rental units
 - overview, 297
 - resident's right to, 307
 - snooping by landlord, 307
- private nuisances, 228
- proactive landlords, 369
- professional relationships, establishing, 367
- professional residents, 148
- professionals, hiring, 370
- prohibitions provision, in leases, 164
- proper legal service, 344
- property law, entering rental units and, 298–299
- property management, 59–74. *See also* management companies
 - compensating your property manager, 71
 - do it yourself, 60–61
 - employment agreement with property manager, 70
 - employment laws and accounting requirements, 71–73
 - firing and evicting resident property managers, 73
 - individuals as managers, 60–61, 67–70
 - notifying residents of a change in management, 74
 - options for, in general, 59–61
 - overview, 59–60, 365
 - pitfalls, 66–67
 - professional management firms. *See also* property management
 - finding the right company, 62–63
 - overview, 61–62
 - what to ask a prospective company, 64–65
 - screening property manager candidates, 68–70
- Property Takeover Checklist, 42
- property taxes, 39–40
- prorating rent, 113–114, 160, 342
- protected classes
 - advertising and, 11
 - drafting policies and rules and, 204
 - expanding, 79
 - Fair Housing Act, 10, 78, 84–91
 - in general, 100

protected classes (*continued*)
 state and local laws, 11
 at state and local levels, 91–92
 public housing authorities
 (PHAs), 133–136
 public nuisances, 228
 punitive damages, 257–258

• Q •

quiet enjoyment, covenant of
 entering rental units and, 299
 honoring, 313
 lease provision, 165–166
 preventing and eliminating nuisances
 and, 226
 right to enter the premises and, 19–20
 state statutes, 299
 Quiet Enjoyment provision, in leases,
 165–166

• R •

race, as protected class, 10, 78
 radon, 264
 rapport with residents, maintaining, 266
 rats, 271
 real property, entering rental units and,
 298–299
 reasonable accommodations, handicapped
 people and, 89–90
 reasonable measures to protect residents
 from criminal activity, 278
 reasonable modifications, handicapped
 people and, 90
 reckless acts, liability for, 257
 records, resident
 keeping detailed, 218–219
 safeguarding, 287–288
 screening applicants and, 150–151
 recovery period, 38
 references, property management
 company, 63
 refunding rent and security deposit
 lease provision, 173
 process of, 193
 religion, as protected class, 10, 78

remedies not exclusive clause, 182
 Renovation, Repair, and Painting Rule (RRP
 Rule), 268, 270
 renovations, informing and protecting
 residents during, 270–271
 rent
 amount of, 12
 collection of. *See* rent collection
 evaluating the current, 9, 55–57
 last month's, up-front payment of, 190
 late-, partial-, or nonpayment of, 310
 lease provisions on, 159–161
 payment of. *See* rent collection
 prorating, 113–114, 160
 repairs and deductions in, 230
 setting policies for, 12
 unpaid, in excess of security deposit, 198
 when considered paid, 160
 withholding, 241–242
 rent collection, 111–125. *See also* payment
 of rent
 cash payments, policy against, 118–119,
 210–211
 checks and money orders, 117–118
 creating a written policy, 112–119
 early-payment rent discounts, 123
 grace period, 114–115
 how rent is paid, 116–119
 joint and several liability for payment of
 rent, 112, 119
 late fees, 121–122
 late rent, 120–121
 new residents, 210
 overview, 111
 partial rent payments, 124
 in person, 116
 problems with, 119–125
 prorating rent, 113–114
 real-life situations and, 115
 rent regulation issues, 128–133
 returned rent payments, 122–123
 rewarding timely payments, 125
 serving legal notices, 124–125
 when rent is due, 112–115
 where rent is paid, 116
 rent control, 12, 126, 128–132. *See also* rent
 regulation

- rent increases, 125–128, 130–132. *See also*
 - rent regulation
 - advanced notice on, 126–128, 132
 - allowed annual increases, 130
 - cotenancy and, 327–328
 - notifying residents and rent control
 - board in advance, 132
 - overview, 125
 - petitioning for, 131
 - rent regulation issues, 128–130
 - resident's okay, 131
 - restrictions on, 126
 - when a resident moves or sublets her unit, 132
- rent payments. *See also* rent collection
 - accepting rent after the lease ends, 341–342
 - with cash
 - to encourage voluntary move-out, 320
 - lease provision, 163
 - policy against accepting, 118–119, 210–211
 - collecting judgments, 347
 - cotenancy and, 327–329
 - form of, 12
 - partial, 124
 - prorating rent, 342
 - setting policies for, 12
- rent regulation, 128–130, 332.
 - closing down a rent-regulated property, 132–133
 - determining whether your property is subject to, 129–130
 - overview, 128
 - registering your property, 130
 - terms for, 128
- rent roll, seller-verified, upon change of ownership, 43
- rent stabilization, 128, 129
- rental agreements
 - leases compared to, 154–155, 162
 - terminating, 21
- rental application, 144–146
- rental applicants
 - adverse actions, 149–150
 - application fee, 139–140
 - application fees, 149
 - consent for a background check, 143
 - credit and eviction history, 141
 - criminal history, 141–143
 - criteria for acceptance, 138–139
 - disclosure of screening service, 143
 - do-it-yourself approach, 146–147
 - Fair Housing Act and, 82
 - fair housing statement, 143
 - keeping essential records, 150–151
 - legal screening policy, 138–143
 - maintaining residents' files, 151
 - minimum age and photo ID, 140
 - minimum income, 140
 - occupancy limits, 141
 - overview, 12–13, 96, 137–138
 - positive housing history, 141
 - rejected applicants, 151
 - screening services, 143, 146, 148, 150
 - securing sensitive information, 152
- rental contracts (leases)
 - abandonment clause, 181
 - absence from premises clause, 180–181
 - acceptance of premises provision, 167
 - addenda provision, 174–175
 - addendums to, 174–175, 332
 - additional provisions, 177
 - attorney's fees clause, 176
 - breach of, 172–173
 - carbon monoxide detection device provision, 169
 - care, cleaning, and maintenance provision, 167–168
 - cash payment provision, 163
 - changing the terms of, 331–332
 - credit report provision, 175
 - defined, 155
 - delay in repairs clause, 180
 - delay of possession clause, 178
 - delivery of notices clause, 178
 - destruction of premises clause, 182
 - drafting, 13
 - eminent domain provision, 183
 - entire agreement clause, 175
 - entry provision, 171
 - finances and penalties provision, 166

rental contracts (*continued*)

in general, 9

gifts distinguished from, 154

governing law provision, 183

introductory language, 158

key elements of, 159

landscaping provision, 168

need for, 153–157

no illegal use provision, 179–180

notice of injuries clause, 180

occupants listed in, 164

oral, 156–157

pets provision, 179

prohibitions provision, 164

quiet enjoyment covenant, 165–166

remedies not exclusive clause, 182

rent provisions, 159–161

rental agreements compared to,
154–155, 162

rental units specified in, 158

repairs and alterations clause, 166–167

restrictions on rent increases, 126

reviewing prior to move-in, 206

right to enter the premises in, 301–302

sale of property and, 173

sample, 14

signature section, 176–177

smoke detection device provision, 168

smoking prohibition, 164–165

state-specific template for, 157

staying out of legal trouble, 361

subletting and assignment provisions,
171–172

term clause of, 162

termination of

accelerated, 173

for breach of contract, 336–337

covenant's lease, 328–329

early termination fee, 339

ending a rental agreement vs., 338

by mutual agreement, 334

Notice of Nonrenewal of

Lease, 333–334

overview, 20–21

payment of rent, 341–342

prorating rent, 342

by residents, 338–339

voluntary move-out and, 319

utilities provision, 162–163

waiver of breach clause, 170

in writing, 155–156

rental property, transferring ownership of

evaluating current rents, 55–56

governmental licenses and permits, 44

inspecting the rental units, 54

list of property included in the sale, 42

meeting residents in person, 53–54

new rental contracts, 54–55

notifying residents, 53

overview, 8–9

resident files, 42–43

seller-verified rent roll and list of all

security deposits, 43

unoccupied rental property, 57

what to get up-front, 41–46

rental units

accurately describing, 107

inspecting

common areas, 254–255

end-of-lease inspection, 352–355

maintenance and repair program and,
235–236

with new resident, 211–214

prior to move-in by new resident,
202–203

safety inspections, 254–255

when moving a resident in, 15

when moving a resident out, 16

when transferring ownership, 9, 54

renters insurance

lease provision, 169

overview, 51–53

renters insurance addendum, 52

repairs. *See also* maintenance

after residents move out, 16

consequences of failing to make, 229–231

deducting costs of, 230

delay in repairs clause, 180

documenting, 240–241

informing and protecting residents

during, 270–271

inspecting rental units, 235–236

items that need to be fixed, on inspection
walk-through, 213

lease provision, 166–167

management companies and, 64

- permitting residents to perform, 232
 - proactive and responsive system of, 233–241
 - receipts for, 194
 - in Security Deposit Itemization form, 195
 - suing landlord to make, 230
 - warranties for contractors' work, 244
 - worker's compensation insurance, 244
- replacement cost, 49
- resident files, copy of, upon change of ownership, 42–43
- Resident Information Letter, 214–215, 349
- resident property manager, 61
- resident records
 - keeping detailed, 218–219
 - safeguarding, 287–288
 - screening applicants and, 150–151
- Residential Lead-Based Paint Hazard Reduction Act, 265
- Residential Management Agreement, 67
- residential uses, restricting rental units to, 159
- residents. *See* tenants
- retainer, 35
- retaliation against residents,
 - avoiding, 320
- right of survivorship, 25
- Rocket Attorney, 29
- rodent problems, 213
- Roommate Law, New York's, 326
- roommates, 323, 326
- RRP Rule (Renovation, Repair, and Painting Rule), 268, 270
- rules and policies
 - drafting, 203–205
 - establishing, prior to move-in, 203
 - going over with new resident, 15, 205
 - positive framing of, 204
 - reasonable and enforceable, 204
 - reviewing and modifying, 205
- S ●**
- S Corporation, 27
- safety. *See also* crime prevention;
 - environmental hazards; injuries, minimizing
 - being truthful about, 295–296
 - construction sites, 18, 249
 - encouraging residents to report safety concerns, 253
 - environmental hazards, 18
 - fulfilling your obligations, 17–20
 - swimming pools, spas, and hot tubs, 248
 - within units, 18
- safety codes, violation of, 257
- safety inspections, 254–255
- sale of property, lease provision on, 173
- scanners, check, 211
- screening potential employees, 290–292
- screening property manager candidates, 68–70
- screening rental applicants
 - adverse actions, 149–150
 - application fee, 139–140
 - application fees, 149
 - consent for a background check, 143
 - credit and eviction history, 141
 - criminal history, 141–143
 - criteria for acceptance, 138–139
 - disclosure of screening service, 143
 - do-it-yourself approach, 146–147
 - Fair Housing Act and, 82
 - fair housing statement, 143
 - keeping essential records, 150–151
 - legal screening policy, 138–143
 - maintaining residents' files, 151
 - minimum age and photo ID, 140
 - minimum income, 140
 - occupancy limits, 141
 - overview, 12–13, 96, 137–138
 - positive housing history, 141
 - rejected applicants, 151
 - screening services, 143, 146, 148, 150
 - securing sensitive information, 152
 - screening services, 143, 146, 148, 150
 - secondary sources for legal research, 31–32
 - secondhand smoke, 31–32, 227
 - Section 8 (Housing Choice Voucher; HCV), 133–136
 - Section 1031 of the Internal Revenue Code, 39
 - security. *See also* crime prevention;
 - injuries, minimizing; safety
 - being truthful about, 295–296
 - moving-in process and, 217–218

- security bar, 282
- security cameras, 287
- Security Deposit Itemization Form, 194–195, 197–198
- security deposits, 185–199
 - allowed uses of, 14
 - amount of, 14, 187–188
 - cotenancy and, 327–328
 - damage assessment and, 192
 - damages and unpaid rent in excess of, 198–199
 - defined by California Civil Code, 187
 - disputes over, 199
 - due date of, 14
 - exempting ordinary wear and tear, 190–192
 - holding in separate account, 193–194
 - interest on, 196
 - itemization form, 194–195
 - lease provisions, 160–161
 - legal uses of, 186–187
 - nonrefundable, 189
 - overview, 14–15, 185–186
 - for pets, 188–189
 - receipts for repairs and cleaning, 194
 - refunding, 193, 319
 - resident's forfeiture of, 161–162
 - seller-verified list of all, change of ownership and, 43
 - staying out of legal trouble, 363–364
 - unknown costs and return of, 196
 - upon sale of property, 161
- security personnel, 286–287
- security systems, 287
- self-employment tax, 27, 28
- self-help eviction (constructive eviction), 163, 230, 300, 305, 346, 363
- senior renters, security deposits for, 188
- service agreements and/or contracts, change of ownership and, 44–45
- service animals, 90–91
- service or comfort animals, lease provision, 179
- session laws, 32
- sex (sexual orientation/gender identity/gender expression)
 - housing discrimination and, 92, 101
 - as protected class, 10, 78, 84–85
 - sex offenders, registered, 147, 174
- sexual harassment, 292
- shades with safe cords or no cords, 247
- signatures in leases, 176–177
- six-pack movers, 53
- slip and fall, 256
- small-claims courts, taking residents to, 319
- smoke detectors
 - informing a new resident about, 207
 - installing and maintaining, 252
 - lease provision on, 168
 - requirement for, 225
- smoking
 - dealing with, 227
 - electronic cigarettes, 244
 - lease provision, 164–165
 - second-hand smoke, 31–32, 227
- sole proprietorships, 24–25
- spas, 248
- special form coverage, 48
- spiders, 271
- Starker exchanges, 39
- state and local laws, protected classes under, 11
- statutes
 - defined, 32
 - tracking down, 32–33
- statutory codes, 32
- steering, discrimination and, 92–93
- straight-line depreciation, 38
- subleases, deciding whether to allow, 329–330
- sublets, 20
 - overview, 323
 - rent increases and, 132
- subletting, lease provision, 171
- surveillance, 307
- suspicious activity, encouraging residents to report, 285–286
- swimming pools
 - as attractive nuisance, 229
 - rules denying the use of, 89
 - safety problems, 17, 86, 204, 248–249
- symbols, housing discrimination and, 101

• T •

- taking possession of a rental property
 - evaluating current rents, 55–56
 - governmental licenses and permits, 44
 - inspecting the rental units, 54
 - list of property included in the sale, 42
 - meeting residents in person, 53–54
 - new rental contracts, 54–55
 - notifying residents, 53
 - overview, 8–9
 - resident files, 42–43
 - seller-verified rent roll and list of all
 - security deposits, 43
 - unoccupied rental property, 57
 - what to get up-front, 41–46
- tax-deferred exchanges, 39
- taxes, 36–40
 - income, 36–39
 - self-employment tax, 27, 28
 - unemployment, 72
 - withholding, 72–73
- tempered glass, 246
- tenancy in common, 25
- tenants (residents)
 - calling or visiting a resident at work, 307
 - change of ownership and, 53–54
 - detailed records, 218–219
 - disputes between landlords and
 - additional occupants for extended periods, 310–311
 - avoiding retaliation, 320
 - consulting your attorney for advice, 314
 - encouraging a voluntary move-out, 319–320
 - late-, partial-, or nonpayment of rent, 310
 - listening and talking to solve, 315–316
 - mediators and, 316–318
 - noise, unreasonable or excessive, 312–313
 - resolving problems without eviction, 314–315
 - settling the most common problems, 309–314
 - small-claims court, taking a residents to, 319
 - unsupervised children, 313–314
 - writing warning letters, 318
 - evicting
 - lease provision listing, 164
 - maintaining rapport with, 366
 - moving in. *See* moving in a new resident
 - notifying, of a change in management, 74
 - professional residents, 148
 - releasing information about a resident, 306–307
 - screening
 - adverse actions, 149–150
 - application fee, 139–140, 149
 - consent for a background check, 143
 - credit and eviction history, 141
 - criminal history, 141–143
 - criteria for acceptance, 138–139
 - disclosure of screening service, 143
 - do-it-yourself approach, 146–147
 - Fair Housing Act and, 82
 - fair housing statement, 143
 - keeping essential records, 150–151
 - legal screening policy, 138–143
 - maintaining residents' files, 151
 - minimum age and photo ID, 140
 - minimum income, 140
 - occupancy limits, 141
 - overview, 12–13, 96, 137–138
 - positive housing history, 141
 - rejected applicants, 151
 - screening services, 143, 146, 148, 150
 - securing sensitive information, 152
 - as sources of hazardous wastes, 275
 - troublesome, 293–295
- Tenant's Notice of Intent to Vacate Rental Unit, 350
- termination agreement, 16, 319, 320, 342
- termination of leases. *See also* eviction
 - accelerated, 173
 - for breach of contract, 336–337
 - covenant's lease, 328–329
 - early termination fee, 339
 - ending a rental agreement *vs.*, 338
 - by mutual agreement, 334
 - Notice of Nonrenewal of Lease, 333–334
 - overview, 20–21
 - payment of rent, 341–342
 - prorating rent, 342
 - by residents, 338–339
 - voluntary move-out and, 319

termites, 271
 tobacco smoking. *See* smoking
 tort claims, 26
 Total Tenant Payment (TTP), 134
 toxic mold, 206, 267–270
 trade associations, 369
 transferring ownership of rental property

- evaluating current rents, 55–56
- governmental licenses and permits, 44
- inspecting the rental units, 54
- list of property included in the sale, 42
- meeting residents in person, 53–54
- new rental contracts, 54–55
- notifying residents, 53
- overview, 8–9
- resident files, 42–43
- seller-verified rent roll and list of all
 - security deposits, 43
 - unoccupied rental property, 57
- what to get up-front, 41–46

 transferring rent payments, 116
 trust account, 193
 Truth in Advertising laws, 106–107
 Twitter, 29

• U •

umbrella coverage, 50
 Unconditional Quit notices, 343
 uncontested eviction, 345
 unemployment taxes, 72
 unknown costs, return of security deposits

- and, 196

 unoccupied rental property, buying, 57
 unpaid rent. *See also* payment of rent; rent

- collection
 - in excess of security deposit, 198–199

 utilities (utility bills)

- change of ownership and, 44
- lease provision, 162–163
- orienting a new resident to shut-offs, 214
- transferring to new resident, 15, 209–210
- verifying accuracy of, 45

• V •

VAWA (Violence Against Women Act), 295
 vertical blinds with safe cords or

- no cords, 247

 videos of rental unit's condition, 214
 Violence Against Women Act (VAWA), 295
 Virginia Graeme Baker Pool and Spa Safety

- Act, 248–249

• W •

waiver of breach clause, 170
 warning letters to tenants, 318
 warranties, for contractors' work, 244
 warranty of habitability, implied

- cost of breaching, 300–301
- defining habitable, 224–225
- honoring, 299
- overview, 17, 223–224

 wear and tear, 190–192
 window coverings, with safe (or no)

- cords, 247

 window locks, 217, 232, 282
 windows

- basic requirements, 225
- securing, 282

 withholding rent, 241–242
 withholding taxes, 72–73
 work history, of property manager

- candidates, 69, 147

 worker's compensation, 72, 244
 workplace, calling or visiting a resident in

- his/her, 307

 written binder, 47
 written contracts, benefits of, 155–156