



THE LANDLORD ACADEMY™



The Landlording 101™ Operations Manual

**The Most Complete
Landlord System
Available**



**ALL FORMS
ON CD-ROM!**

FOREWARD

By Bryan M. Chavis, CPMS®, CPL, CAM, Author
& Founder of THE LANDLORD ACADEMY™

Your management system is the foundation of your business and landlording/property management is very much a business. If your management systems are sloppy, then your business will be sloppy. One of the main focuses of the Academy is to not just create outstanding landlords and property managers, but to provide them with innovative landlording systems. So, it doesn't matter if you're a full time landlord or a part time landlord; it doesn't matter what your skill level is; our systems will help leverage average-skilled landlords and property managers to produce above average results on a consistent basis.

Let's face it. Time is of the essence. You do not have a couple of years to learn the business of landlording inside and out. You need the knowledge and operating systems now. For those students who take what they learn at the Academy and start their own property management companies, here's a word to the wise. Finding a great property manager to run your company can be very difficult. A good manager is at a premium in the market place. They come with a hefty price tag; as well they should, considering the job at hand. The problem faced by most property management company owners is simple. Either pay a large portion of your cash flow for the higher priced, skilled manager or, as we said before, put innovative systems in place to leverage average-skilled individuals to produce above average results. A great example of this is the restaurant chain, McDonald's. It is run the same all over the country and even outside the country. The menus may vary, but the systems running the restaurant are the same. And better yet, minimum-waged teenagers usually run the systems. We all know that McDonald's is one of the most, if not the most, profitable fast food chains in the world. If a large company like McDonald's considers management systems highly important then we, as a small business, must do the same.

This philosophy also applies to the "do it yourself" landlord. You can do it yourself the correct way as a professional landlord or pay 8-10% of your gross to a property management company. If you only own a couple of rentals, then the math becomes simple. You can't afford to pay a property management company and still have positive cash flow. The idea of management systems becomes a top priority.

Now do you see why it's imperative that you, as a landlord or property manager, not only have a Landlording 101™ Operations Manual, but also put it to use in your business?

SYSTEM MANAGEMENT

Let's take a look at how the Operations Manual applies to the landlording/property management industry.

The manual should be a repository of documentation. In plain English this means your business' "step by step how to guide". It will designate the purpose of the work in each phase and document all steps and procedures that need to be taken while performing the tasks. The manual will provide easy to understand forms and examples of completed forms that offer guidance and wisdom to the landlord or property manager during each phase and task they undergo day to day.

With this Landlording 101™ Operations Manual you will be able to overcome the most difficult obstacle - the day-to-day challenge of being a landlord/property manager.

Let's get started!

Fair Housing Law

Federal Regulations Regarding Leases

Fair Housing Laws must be followed in every phase of the landlording process, from showing and leasing your property and throughout your entire relationship with your tenant. Failure to adhere to these rules can result in a judgment against you, causing financial disaster. Following a consistent system that operates within the Fair Housing Laws will allow you to rent your property efficiently without risk of violating these laws. Here are the basics when dealing with Fair Housing Laws. For more details on the laws, consult your attorney or Housing and Urban Development (HUD).

The Fair Housing Act prohibits discrimination in the sale or rental of housing on the basis of:

- Race
- Color
- National Origin
- Religion
- Sex
- Familial Status, including the presence or expected presence of children under 18, pregnant women or individuals securing the custody of children under 18
- Disability – physical, mental, sensory, AIDS/HIV, or persons in recovery from addiction

Examples of Fair Housing Violations

- Refusal to rent housing based on any of the above classes
- Falsely denying that a house is available for inspection or rental
- Making housing unavailable
- Refusal to allow a disabled resident to make a reasonable modification
- Asking questions about an applicant's disabilities that were not necessary or appropriate for the application process
- Setting different terms, conditions or privileges for the rental of a dwelling
- Providing different housing services or facilities
- Directing a renter to a specific neighborhood or area of a community based on one of the protected classes
- For profit, persuading owners to sell or rent (Blockbusting)
- Advertising or making a statement that indicated a discriminatory preference



Phase 1:

**First Contact,
Qualifying
&
Approving
A Prospect**

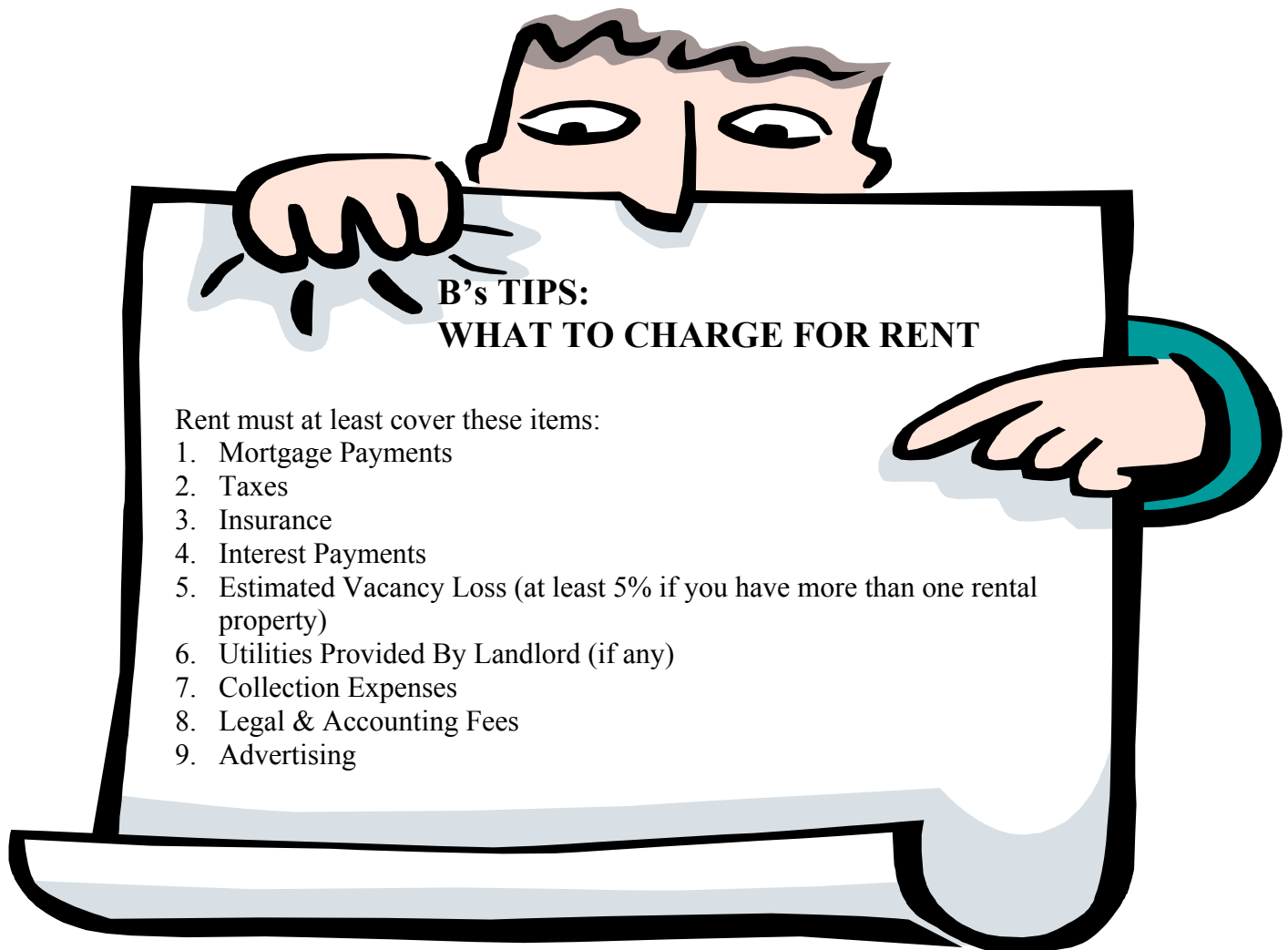
**“Let us not look back in anger, or forward with fear,
but around in awareness.”**

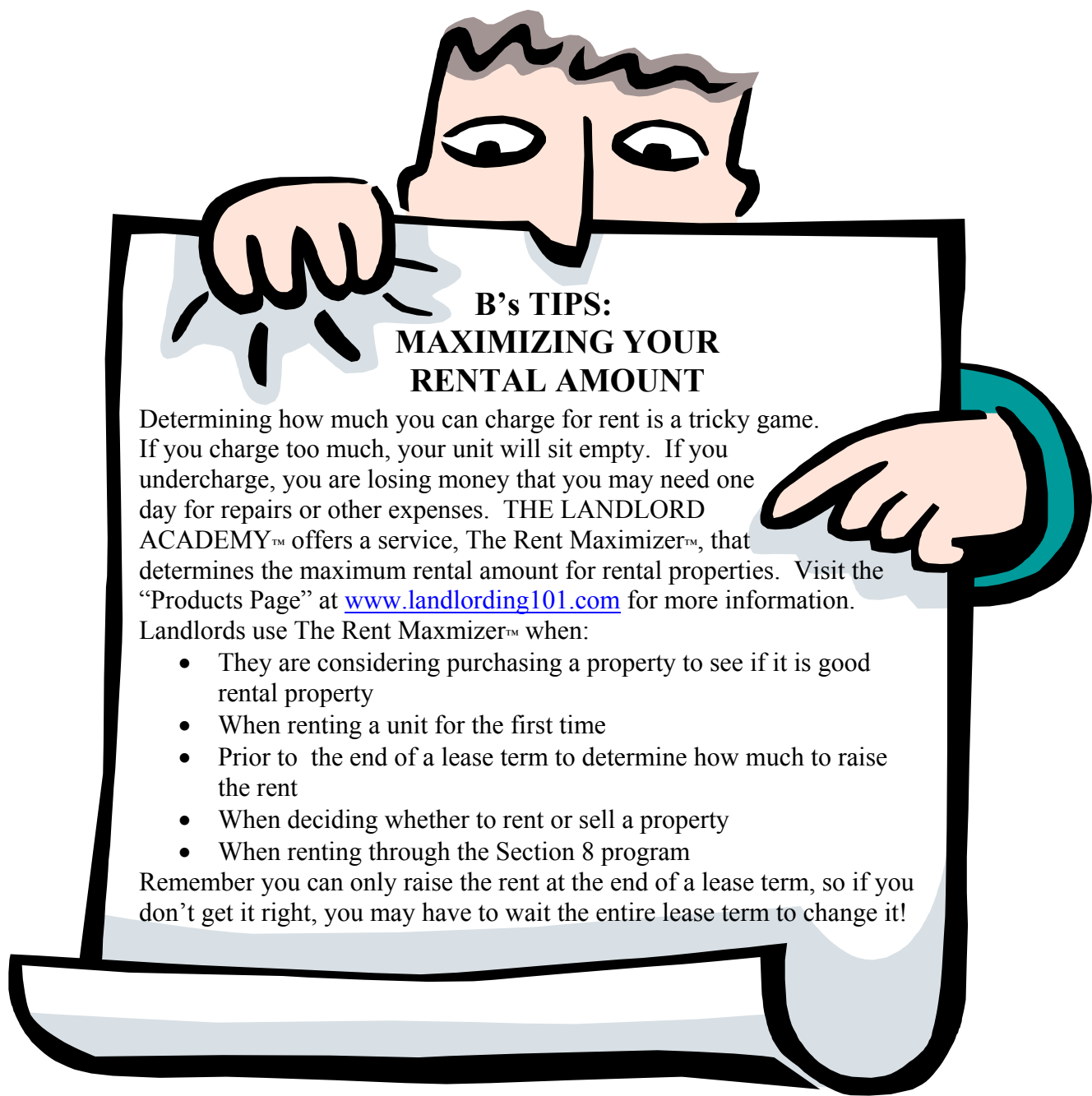
Section 1

Getting Ready

Step 1: Before you are ready to lease your rental property, you need to decide on the following things:

- a. What monthly rent are you going to charge?
- b. What is your application fee?
- c. What is your security deposit amount?
- d. Are you requiring first and/or last month's rent?
- e. What credit score are you requiring?
- f. What type of criminal record will you accept, if any?
- g. Are you allowing pets? If so, what kind and what are you charging for a pet deposit?
- h. Are you paying the utilities or is the tenant?





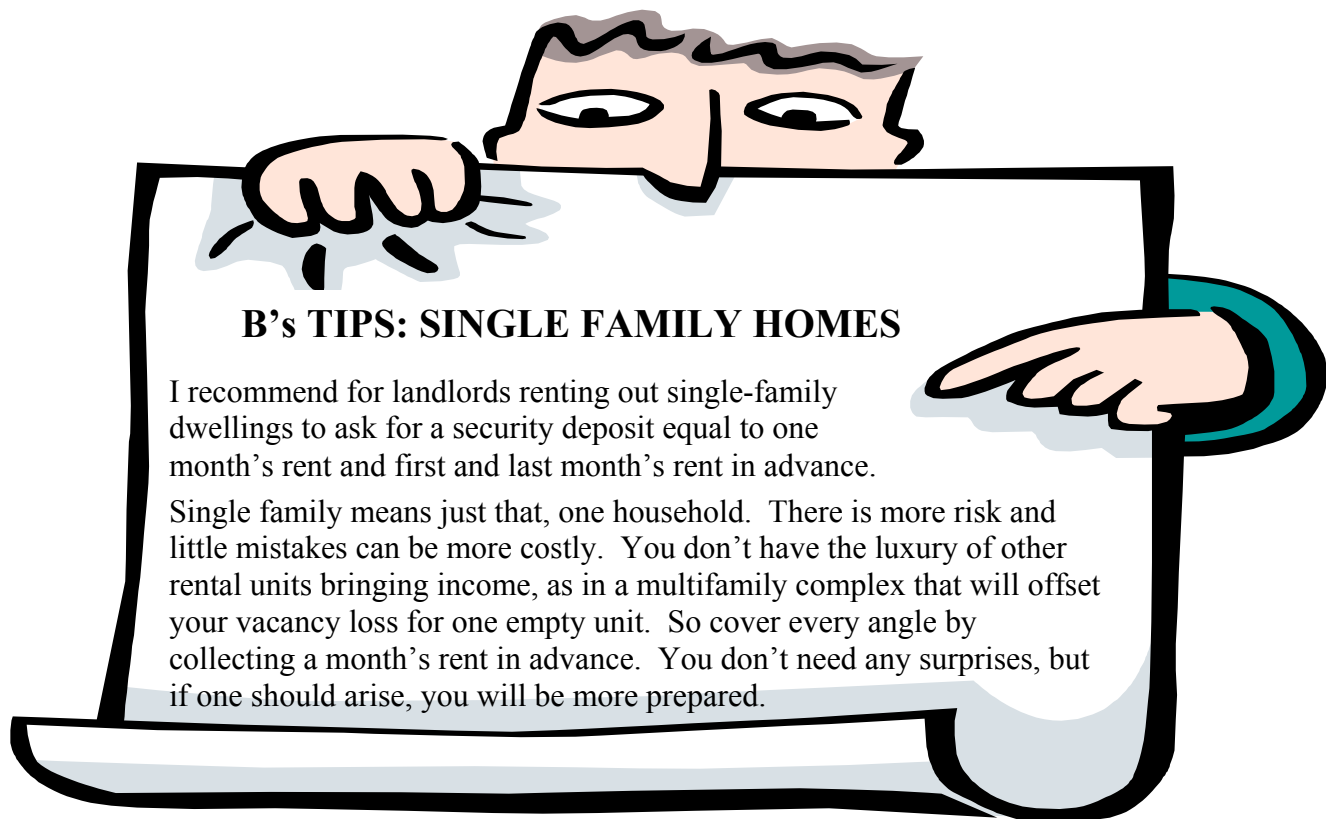
B's TIPS: MAXIMIZING YOUR RENTAL AMOUNT

Determining how much you can charge for rent is a tricky game. If you charge too much, your unit will sit empty. If you undercharge, you are losing money that you may need one day for repairs or other expenses. THE LANDLORD ACADEMY™ offers a service, The Rent Maximizer™, that determines the maximum rental amount for rental properties. Visit the “Products Page” at www.landlording101.com for more information.

Landlords use The Rent Maximizer™ when:

- They are considering purchasing a property to see if it is good rental property
- When renting a unit for the first time
- Prior to the end of a lease term to determine how much to raise the rent
- When deciding whether to rent or sell a property
- When renting through the Section 8 program

Remember you can only raise the rent at the end of a lease term, so if you don't get it right, you may have to wait the entire lease term to change it!



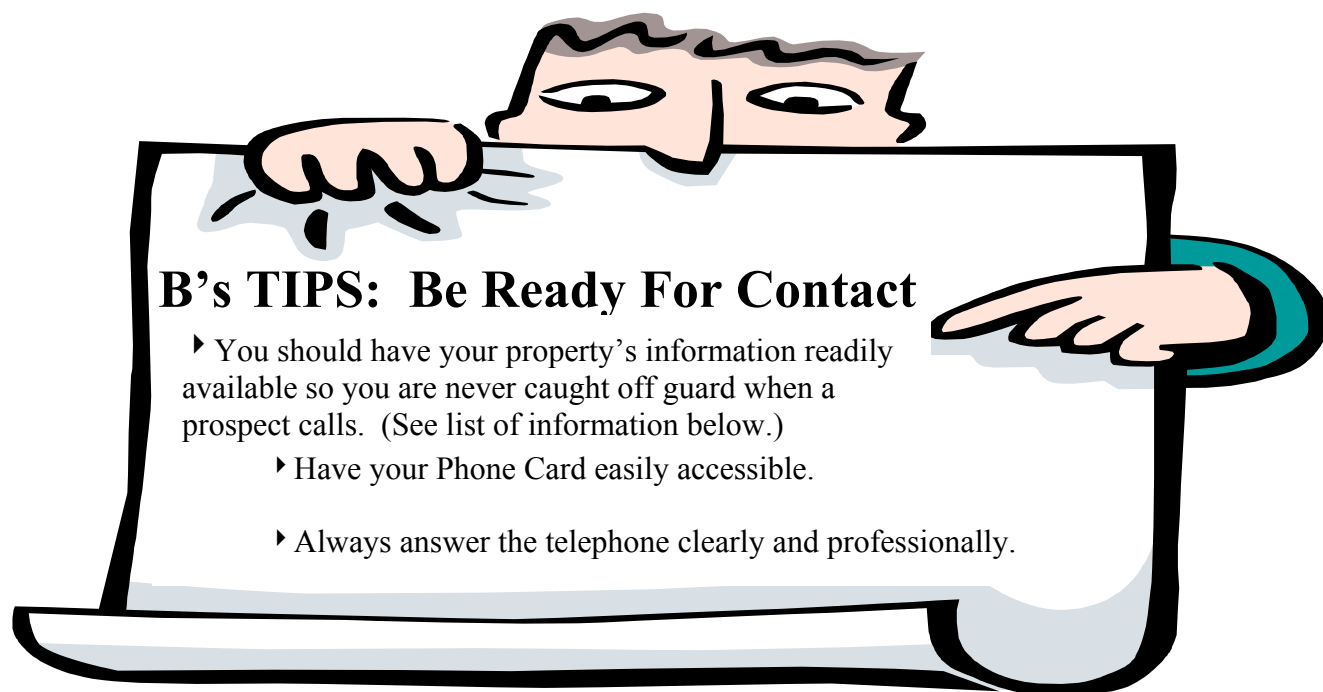
B's TIPS: SINGLE FAMILY HOMES

I recommend for landlords renting out single-family dwellings to ask for a security deposit equal to one month's rent and first and last month's rent in advance.

Single family means just that, one household. There is more risk and little mistakes can be more costly. You don't have the luxury of other rental units bringing income, as in a multifamily complex that will offset your vacancy loss for one empty unit. So cover every angle by collecting a month's rent in advance. You don't need any surprises, but if one should arise, you will be more prepared.

Section 2

First Contact With Prospect



- Step 1: Have the pertinent information below available when a prospect calls:
1. Address of property
 2. General area of town property is in and nearby attractions, hospitals, shopping, etc.
 3. Type of dwelling (single family house, townhouse, duplex)
 4. Square footage
 5. # of bedrooms and bathrooms
 6. Amenities (Washer/dryer, pool, garage, etc.)
 7. Pets Allowed?
 8. When is property available for move-in?
 9. Rental rate
 10. How much down? (Security deposit, first month's rent, etc.)
- Step 2: When you receive your first initial contact from a prospective tenant, you will use the Phone Card. (See **Form 1a**) Your goal will be to get as much information about the prospect as possible from this first phone call. You can use this information to help pre-qualify them by explaining all rental prices, application fees, and deposits.



STUDY SESSION

PHONE TECHNIQUES

When your phone rings be ready to focus on the task at hand. Make sure you are ready to answer the questions of the phone prospect. Your Phone Card (*Form 1a*) should be used as a tool. Try not to read the Phone Card word for word. Look at it as a guide to help you touch on some of the important subjects.

Listen to the prospect. Understand their needs and adjust your conversation around their needs. If they are not clear, then ask questions designed to help discover what is most important to them. Get their full name. It's hard to connect with someone and discover their needs without first getting to know their name.

Sample Questions:

1. "May I ask your name please?"
2. "And your name is?"
3. "I apologize. What did you say your name was?"
4. "Sir or madam, your name is?"
5. "When are you looking to move?"
6. "What size home are you looking for?"
7. "Are you new to the area?"

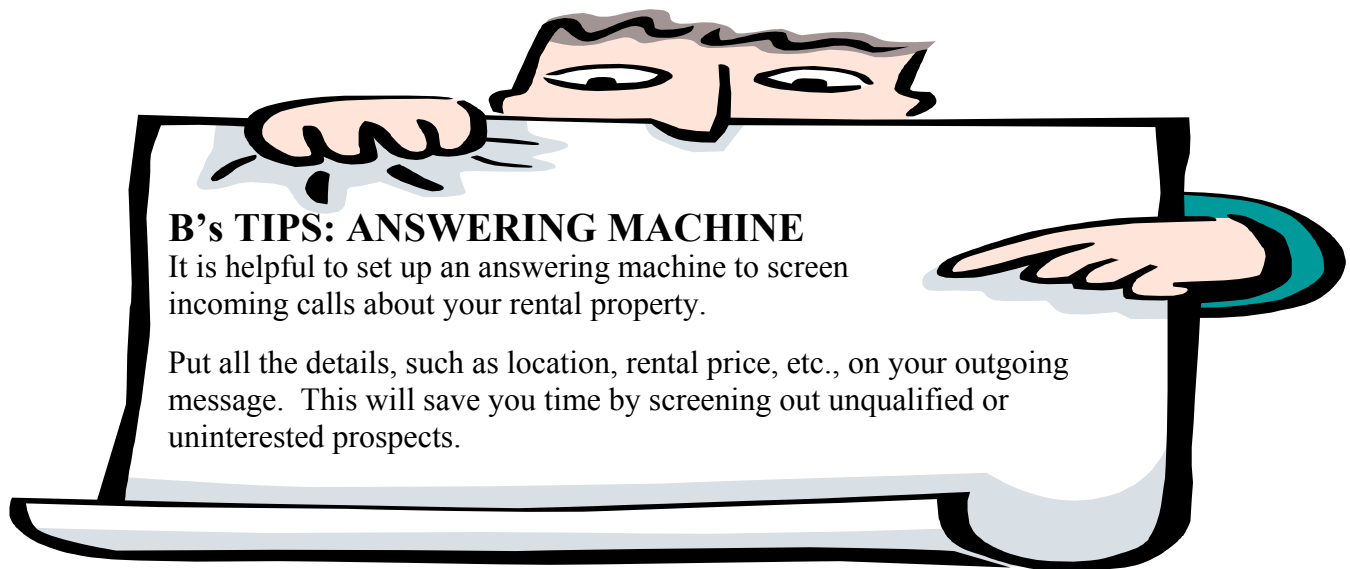
Try and only get the information you need right then and there. You can get all the other details once the prospect commits to an appointment to see your rental unit.

Be clear that the prospect knows how to find your rental unit. Always be ready to provide clear directions. Also explain to the prospect how they will benefit from setting an appointment with you to see the rental unit.

Sample Explanations:

1. "We will be able to have a one on one conversation with no interruptions."
2. "You will be able to better plan your day knowing exactly how long it will take to see the rental unit. Making an appointment means I will be available and ready to show the unit so you won't have to wait!"

- Step 2a: If your first contact with your prospective tenant is in person, you will use the Guest Card. (See **Form 1b**) This card should be used in conjunction with showing the apartment or home. Like the Phone Card, this form should be filled out as completely as possible. You can use many of the same questions above to relate to your prospect.
- Step 3: If at the end of your conversation, your prospective tenant is interested in renting your property, schedule a time to meet the prospect to pre-qualify and show the property. If possible, make this time during the day so they can get a clear view of the property in daylight.
Also give them the address and ask them to go by and look at the outside of the property and the neighborhood. Ask them to call you back after doing so if they are still interested.
- Step 4: If the prospect does not call back in few days, you call them! Some people are mugwumps (fence sitters). Perhaps your call or demonstration of interest in them is all they need to bring them around to making a decision.



Section 3

Readying Your Unit & Yourself For Showing

- Step 1: Appeal to the senses of the prospect.
- Light Candles
 - Vacuum away footsteps so nice, clean vacuum lines show
 - Have light refreshments, bottled water, cookies, etc.
 - Play soothing music like jazz, classical or nature sounds
 - Have bright lighting
- Step 2: Have good curb appeal.
- Most prospects make their decision within the first few moments of seeing your property. That is why the curb appeal, or what the property looks like when you first drive up to it, is so important.
- Clear away any trash from your yard or curb
 - Make sure the grass is cut
 - Make sure there is no junk or old items in the yard or visible
 - Have a good paint job
 - Make sure the window dressings (curtains, drapes, blinds, etc.) look nice from the outside view
 - Have some landscaping
- Step 3: Have a Leasing Notebook with all the items you may need.
- Floor plans
 - Community Information
 - Photographs
 - Maps of the City for New Tenant
 - Applications
 - Guest Cards
 - Qualifying Criteria
 - Move In Cost Sheet
 - Lease
 - Pen
 - Paper
- Step 4: Know how you are going to tenant screen. We recommend our tenant screening services available online. If you are using our services, set up your account ahead of time. A fax machine is required to sign the initial agreement so you should

handle this prior to meeting your prospect. From then on, you can screen your tenants online (no fax machine is necessary).

Section 4

Qualifying Prospect & Showing Your Property

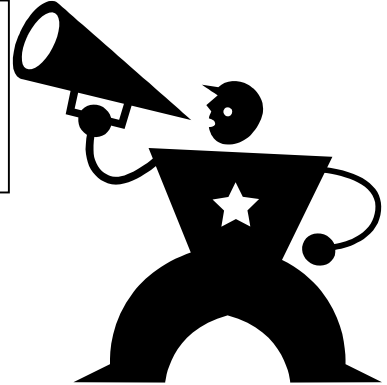
- Step 1: You will want to “qualify” your prospect before showing them the property. Use the Qualifying Criteria Form (See **Form 1c**) to explain to the prospect your qualifying process so they know up front what it takes to move in. If you utilize this form, modify the criteria to fit your rental rate, etc. When you are qualifying, you must stay within the Fair Housing Laws.
- Step 2: Show the Property. Be sure to show the prospect all of your rental home’s amenities, such as washer/dryer hookups, large closets, etc.
- Step 3: If your prospect is interested in leasing your rental property and feels confident they will qualify, your next step is to complete an Application. (See **Form 1d**) This form is very important. Why, you ask? Because this form is the cornerstone of the tenant’s file. For example, if you need to evict a resident you will need this application, along with a lease, to begin the eviction process. The application is also needed to report money owed to a collection agency. This form will serve many purposes, so be sure it is filled out completely and legibly.
- Step 4: Be sure to collect your Application Fee! The Application Fee should be adequate to cover your costs of either using an agency to qualify your prospects for you, or to cover the cost of a credit check and your time. We offer tenant screening services through our website, www.landlording101.com.
- Step 5: At this point you will also want to collect a Security Deposit. Explain to your prospect that the Security Deposit will be refundable for 72 hours. If their application is not approved, their deposit will be refunded, but not their Application Fee.
- Step 6: You will now proceed to the tenant screening process. Using our tenant screening, you can now approve the prospect on the spot. This is essential to closing the deal, as if they leave they may continue looking at other rentals and decide on another unit.

Section 5

The Approval Process

Awareness Alert

The following information is critical to your success as a landlord.



Finding the “Blue Chip Tenant” and Putting a Stop to the Majority of Landlord Tenant Problems

It never fails that when the Academy holds a free roundtable discussion for landlords some of the most frequent complaints are:

“My tenant never pays on time.”

“My tenant never follows the rules.”

Or “my tenant treats my rental like it’s a barn, night club, or some hole-in-the-wall tavern.”

Some of the more serious problems associated with not properly screening your tenants.

So many landlords fall short in conducting proper criminal background checks on prospective tenants. Many landlords unknowingly move tenants into their rental units that have criminal records or are sexual predators. In 1996, Congress directed the Department of Justice to maintain a database of sex offenders. It also required the states to enact public notification laws. REMEMBER IT IS CRUCIAL THAT YOU CONDUCT A COMPREHENSIVE SCREENING OF YOUR TENANT THAT INCLUDES A CRIMINAL BACKGROUND CHECK AND SEXUAL PREDATOR CHECK. This allows you, as a landlord, to screen your prospective tenant to see if they are in one of these sexual predator databases. By getting the right tenant into your rental in the first place, you may decrease criminal activity you are experiencing on your property two-fold.

What should a landlord check in a prospective tenant’s background?

Thorough tenant screening includes checking all prospect tenants’ credit history. By law, prospects must be made aware that a consumer report will be requested. The tenant must sign a form giving the landlord permission to perform the credit search. The tenant screening should be performed after you have shown the rental unit to the prospect tenant and the prospect determines that he or she is ready to move forward. The prospect should complete an application that states they give permission for you to pull their credit report and perform a background check. A good tip to keep in mind is while going through the application process make small talk with the prospect. Does the prospect find trouble answering simple questions or misrepresent very easy facts? Make sure your application contains a

provision stating that an applicant will be rejected or tenancy terminated if the information presented is falsified. This gives you a valid way out if the prospect lied on their application.

Here are some other key items that should be checked when renting to a prospect tenant:

1. Retail Credit file
2. Statewide eviction search
3. Statewide criminal check
4. Rental collection search
5. Employment Verification

A quick and easy way to help weed out undesirable and dishonest tenants.

Have a written rental criteria, or “Qualifying Criteria”, that lists your approval criteria. For example, it may say that you require a tenant to have two times the monthly rent in income and that you do not allow anyone with a felony criminal record to rent from you. Be careful that your criteria does not violate any Fair Housing Laws. Post this criteria where it can be seen while you show the rental unit. This will help deter undesirable or dishonest tenants. Many will see your criteria and know that when you perform your tenant screening they will not be approved. They will not waste your time or their money running an application. We recommend that you go over the Qualifying Criteria on the telephone briefly when you schedule showing appointments so you do not waste your time meeting an unqualified prospect.

Your criteria can include:

1. A completed application
2. Upfront security deposit payment
3. Verifiable employment history
4. Verifiable income
5. At least two pieces of identification, including one government issued photo I.D.

It is also a good idea to post reasons for denial.

1. Poor credit history
2. Falsified information given
3. Poor employment history
4. Poor rental history which may include reports of disturbances, damages, failure to give proper vacating notice, failure to pay rent timely, or illegal activity.
5. Criminal history that would be considered a very serious threat to the landlord’s property or the current tenants or neighbors.
6. Failure to meet income requirements.

Making sure you comply with Fair Housing Law.

Whatever screening procedures you use, be sure to use them the same way for each and every prospect to avoid charges of discrimination. Use a fair process and apply it consistently and equally to all prospects.

Making sure you comply with the Fair Credit Reporting Act.

By law you must also provide your prospect with an Adverse Action Letter if you deny their application. This is a letter stating what credit agency you used to access their credit report and information on how they can obtain a copy of their credit report.

(Tenant Rejection Letter: Form 1g)

It only takes a few minutes and it won't cost the landlord a thing!

These days, with technology, performing a tenant screening only takes a few minutes when using a reputable tenant screening company. REMEMBER, THE PROSPECT PAYS FOR THE APPLICATION so it doesn't cost the landlord anything! So there is NO excuse for not performing a proper tenant screening.

Where do you find a tenant screening company?

Fortunately for all the landlords and property managers out there, THE LANDLORD ACADEMY™ has a full service tenant screening program for you. Our tenant screening is one of the most comprehensive and reputable services available and has been providing tenant screening for over a decade. Just visit our website home page www.landlording101.com to get started. Also, take advantage of the free demo that explains the whole applicant screening process in detail for you.

Step 1: Log onto www.landlording101.com and perform your tenant screening.

This service will:

- Search Credit History
- Search Criminal History
- Search Eviction History
- Search Rental History
- Search Rental Collection
- Verify Employment
- Out of state searches are available



The following are several legal reasons you can reject an applicant:

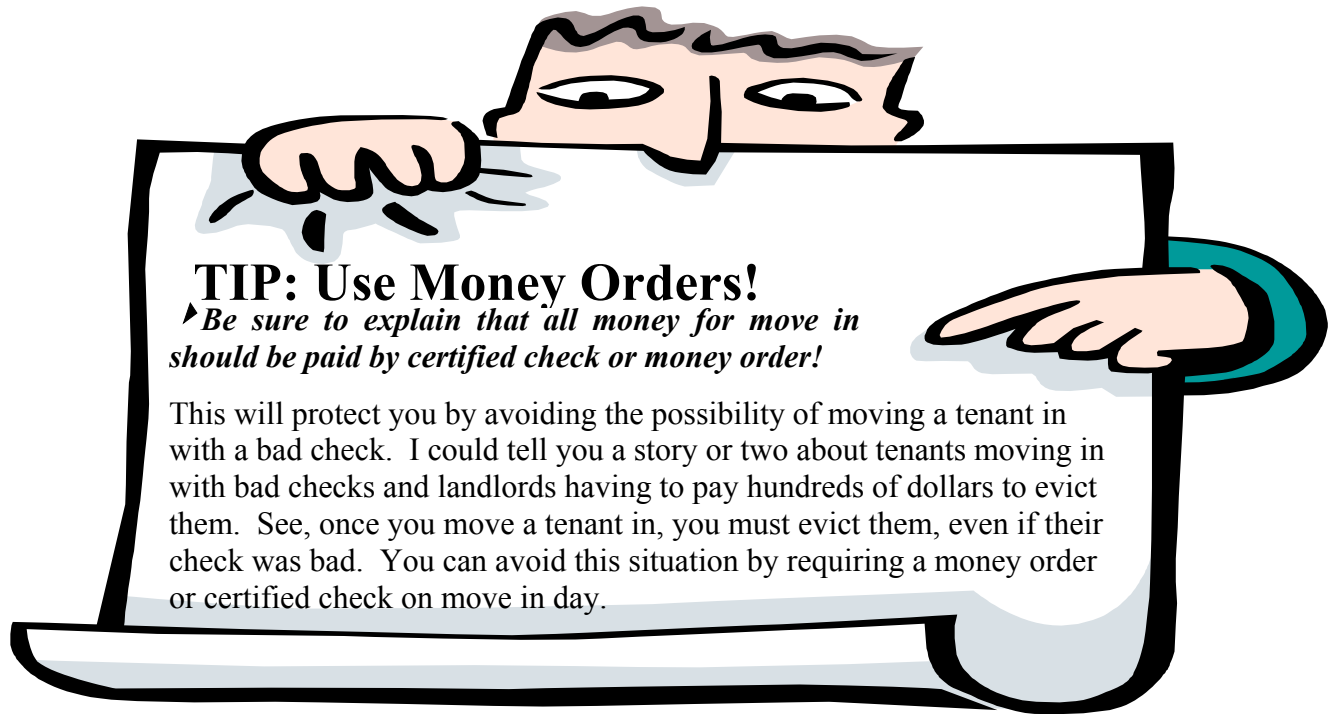
- Poor credit history and/or income
 - Poor references from previous landlords
 - A record of evictions and civil lawsuits
 - A criminal conviction for drug trafficking, distribution or manufacture is specifically excluded from protection under the Fair Housing Act. However, some argue that past addiction to drug use is considered a disability under the Fair Housing Amendments Act.
 - Incomplete or inaccurate rental application
 - Inability to comply with the terms of the lease such as a security deposit or the length of the lease
 - Pets (unless a “reasonable accommodation” is necessary for a person with a disability)
-

Step 2: If an Application is not approved, provide **Tenant Rejection Letter** (*Form 1g*).

Step 3: If an application is a marginal risk, you can increase deposit or require first and last months rent to limit your risk. Be sure to put in writing why you increased the deposit and have the tenant sign.

Step 4: If applicant is approved:

- a. Complete **Move In Cost Sheet** (*Form 1e*) to explain all of the upfront costs of moving in. This form is essential to avoid any confusion on move in day about any monies due.



b. Have them sign the lease right away. Until they actually sign the lease all they have to lose is their security deposit if they decide to back out. Once they sign the lease, termination fees would also apply if they back out. In the day and age of “free month’s rent and move in specials”, this is a necessary reinforcement. All leases do not have the language to support this technique, but the Landlording 101™ lease does.

The day they sign the lease and the day that the lease term begins do not have to be the same day!

Step 5: Schedule a day and time for your new tenant to meet you to obtain the keys and sign any other paperwork. Schedule this meeting at the property, as you will need to complete a walk through. *(This is discussed in our next Phase.)*



If you check an applicant's credit history during your application process, which we strongly recommend, you must do so in a manner that complies with the Fair Credit Reporting Act. Our system operates within the law, therefore we do not recommend changing or modifying Landlording 101™'s application process. If you want more details on the laws consult Housing and Urban Development (HUD) or an attorney.

Main components of the Fair Credit Reporting Act are:

- Regulation of reports obtained from consumer reporting agencies on employees and applicants
- Handling the denial of an application properly
- The law applies to all employers without consideration of size
- The Federal Trade Commission enforces compliance

In order to comply with the law:

- Inform applicants you will be requesting a consumer report
- Have your applicant sign an authorization for you to perform a credit search
- If an applicant is rejected, you must notify them in writing of their right to obtain a copy of their credit report. You must give them the name and address of the credit bureau that provided the report.
- Always keep a copy of your records and correspondence on file in case you need to prove you complied with the law.

How you inform a rejected applicant (due to their credit report) must comply with the law also. Be sure you do not change the Tenant Rejection Letter we have supplied. It includes necessary items such as:

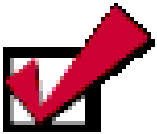
- The name, address, and phone number of the credit bureau you used.
 - An explanation that the rejection decision was not made by the credit bureau. Therefore, they cannot supply a reason for the rejection. They can only provide a copy of the credit report.
 - Notification of the rejected applicant's right to obtain a free copy of their credit report if they request it within 60 days.
 - Notification that the rejected applicant can dispute the accuracy of the report as provided in Section 1681 of the Fair Credit Reporting Act.
-



TIPS for Using The Forms...



We do not recommend you make changes to our system, as it has been carefully designed from experience to achieve your best results. We recommend you do not modify our legal forms, since many of them are required to contain certain, specific language. However, you may want to add or strike information from non-legal areas of certain forms to fit your property's needs, such as the lease, Rules and Regulations, and the Qualifying Criteria Form. This will be up to you to determine.



*****VERY IMPORTANT*****

Whether you choose to use our entire set of forms as they are or you personalize some of the forms to fit your needs, remember to be consistent. You must use the same forms and system the same way for each prospect and tenant. This is a must. There can be no exception. Why? Because under the Fair Housing Act you must treat everyone the same. I recommend the novice landlord reads and understands the Fair Housing Act. Violation of the Fair Housing Act can result in fines and/or a lawsuit. They do check on you!

Stay away from trick questions, such as:

- "Are there any minorities in the neighborhood?"
- "What types of people live in the neighborhood?"
- "Are there any kids?"

Answer questions like these like this:

- *"Due to Fair Housing Laws I am unable to respond to any questions regarding the ethnic background, age, or gender of the residents in our community. We invite you to come drive through our community and see how you like us. If you would like to obtain this information please contact the local sheriff's office or census bureau."*



SAMPLE FORMS

The name and ID# of each form is located on the bottom right corner for easy clarification.

***Read over each form carefully.
We have included an example of forms properly
completed to assist you.
Be sure to review the Legal Section of this manual
for more detailed instructions on using these forms.***

**NOTE: Always use white paper to print and copy your forms!*

If questions ever arise, contact an attorney familiar with Florida Landlord-Tenant laws.

Phase 1: First Contact, Qualifying & Approving A Prospect ***CHECKLIST***

Use the checklist below to complete all the actions necessary to ensure a smooth, successful move in of your new tenant!

- _____ Complete Phone Card or Guest Card (*Form 1a or 1b*)
- _____ Review Qualifying Criteria (*Form 1c*)
- _____ Schedule a Meeting with Prospect at Property
- _____ Show Rental Property
- _____ Complete Application **COMPLETELY** (*Form 1d*)
- _____ Collect Application Fee
- _____ Screen Tenant (www.landlording101.com)
Package Chosen: _____ CPMS _____ CPME _____ CPMD
- _____ Determine If Approved:
If Yes:
 - _____ Collect Security Deposit
 - _____ Review Move In Cost Sheet (*Form 1e*)
 - _____ Schedule Move In Meeting

If Yes, *but raising Deposit Amount*

- _____ Also Have Tenant Sign Letter Requiring Increase in Deposit

If Not Approved:

- _____ Send Tenant Rejection Letter (*Form 1g*)



Date: 01/01/01

PHONE CARD

Name: Mickey Mouse

Address: 123 Disney Lane

Telephone: (H) 813-555-5500 (W) 813-555-1100

Type of rental home desired: _____

How many will live in home: 2 people

Price Range (optional) \$750-900

Date needed: 2/01/01

Pets: yes, a dog named Pluto

Why Moving: new in town, job transfer

Comments: looking for quiet neighborhood

Located near shopping and restaurants

How did you hear about us?

☐ Referral

☐ Newspaper

☐ Flyer/Brochure

☒ For Rent

☐ Locator Service

☐ Yellow Pages

☐ Other _____

Appointment scheduled: 1/03/01

PHONE TECHNIQUES

When your phone rings be ready to focus on the task at hand. Make sure you are ready to answer the questions of the prospect. Your Phone Card (*Form 1a*) should be used as a tool. Try not to read the Phone Card word for word. Look at it as a guide to help you touch on some of the important subjects.

Listen to the prospect. Understand their needs and adjust your conversation around their needs. If they are not clear, then ask questions designed to help discover what is most important to them. Get their full name. It's hard to connect with someone and discover their needs without first getting to know their name.

Sample Questions:

1. "May I ask your name please?"
2. "And your name is?"
3. "I apologize. What did you say your name was?"
4. "Sir or madam, your name is?"
5. "When are you looking to move?"
6. "What size home are you looking for?"
7. "Are you new to the area?"

Try and only get the information you need right then and there. You can get all the other details once the prospect commits to an appointment to see your rental unit.

Be clear that the prospect knows how to find your rental unit. Always be ready to provide clear directions. Also explain to the prospect how they will benefit from setting an appointment with you to see the rental unit.

Sample Explanations:

1. "We will be able to have a one on one conversation with no interruptions."
2. "You will be able to better plan your day knowing exactly how long it will take to see the rental unit. Making an appointment means I will be available and ready to show the unit so you won't have to wait!"



Date: _____

PHONE CARD

Name: _____

Address: _____

Telephone: (H) _____ (W) _____

Type of rental home desired: _____

How many will live in home: _____

Price Range (optional) _____

Date needed: _____

Pets: _____

Why Moving: _____

Comments: _____

How did you hear about us?

☐ Referral

☐ Newspaper

☐ Flyer/Brochure

☐ For Rent

☐ Locator Service

☐ Yellow Pages

☐ Other _____

Appointment scheduled: _____



Date: _____

PHONE CARD

Name: _____

Address: _____

Telephone: (H) _____ (W) _____

Type of rental home desired: _____

How many will live in home: _____

Price Range (optional) _____

Date needed: _____

Pets: _____

Why Moving: _____

Comments: _____

How did you hear about us?

☐ Referral

☐ Newspaper

☐ Flyer/Brochure

☐ For Rent

☐ Locator Service

☐ Yellow Pages

☐ Other _____

Appointment scheduled: _____



Date: 1/01/01

GUEST CARD

Name: Mickey Mouse
Address: 123 Disney Lane
Telephone: (H) (813) 555-5500 (W) (813) 555-1100
Type of rental home desired: _____
How many will live in home: 2 people
Price Range (optional) \$750 - 900
Date needed: 2/01/01
Pets: yes, a dog named Pluto
Why Moving: new in town, job transfer
Comments: looking for quiet neighborhood, located near shopping
and restaurants
How did you hear about us?
☐ Referral
☐ Newspaper
☒ For Rent
☐ Yellow Pages
☐ Other _____
☐ Flyer/Brochure
☐ Locator Service
Appointment scheduled: 1/03/01

Listen to the prospect. Understand their needs and adjust your conversation around their needs. If they are not clear, then ask questions designed to help discover what is most important to them. Get their full name. It's hard to connect with someone and discover their needs without first getting to know their name.

Sample Questions:

1. "May I ask your name please?"
2. "And your name is?"
3. "I apologize. What did you say your name was?"
4. "Sir or madam, your name is?"
5. "When are you looking to move?"
6. "What size home are you looking for?"
7. "Are you new to the area?"

Try and only get the information you need right then and there. You can get all the other details once the prospect commits to an appointment to see your rental unit.

Be clear that the prospect knows how to find your rental unit. Always be ready to provide clear directions. Also explain to the prospect how they will benefit from setting an appointment with you to see the rental unit.

Sample Explanations:

1. "We will be able to have a one on one conversation with no interruptions."
2. "You will be able to better plan your day knowing exactly how long it will take to see the rental unit. Making an appointment means I will be available and ready to show the unit so you won't have to wait!"



Date: _____

GUEST CARD

Name: _____

Address: _____

Telephone: (H) _____ (W) _____

Type of rental home desired: _____

How many will live in home: _____

Price Range (optional) _____

Date needed: _____

Pets: _____

Why Moving: _____

Comments: _____

How did you hear about us?

☐ Referral

☐ Newspaper

☐ For Rent

☐ Yellow Pages

☐ Other _____

☐ Flyer/Brochure

☐ Locator Service

Appointment scheduled: _____



Date: _____

GUEST CARD

Name: _____

Address: _____

Telephone: (H) _____ (W) _____

Type of rental home desired: _____

How many will live in home: _____

Price Range (optional) _____

Date needed: _____

Pets: _____

Why Moving: _____

Comments: _____

How did you hear about us?

☐ Referral

☐ Newspaper

☐ For Rent

☐ Yellow Pages

☐ Other _____

☐ Flyer/Brochure

☐ Locator Service

Appointment scheduled: _____

Statement of Qualifying Criteria

Thank you for visiting and applying.

To assure our neighbors of a well-maintained community, as well as enjoyable neighbors, we require that all prospective residents meet the following qualifying criteria when completing the rental application:

Applicant must be employed or have verification of income. We require monthly gross income to be at least three times the monthly rental rate. If income from employment is the primary source of income, a minimum of six months at the same place of employment must be verified. Self-employment will require the applicant's previous year's tax return as income verification. Income other than wages from employment such as tips, commissions, school subsidies, or allowances from parents will require notarized verification. An applicant that is not currently employed must provide proof of funds (current bank statement), which will equal the full term of the lease agreement.

Applicant must have a minimum of one-year verifiable rental history. Verifiable rental history for a period of at least 12 months, in which all the lease terms have been satisfactorily fulfilled, is required. Negative rental history, eviction, or outstanding monies owed to a previous landlord are unacceptable. If applicant owned a home, applicant must furnish all mortgage information. If applicant has no prior verifiable rental history an additional security deposit up to a full month's rent will be required.

Applicant must physically reside in the apartment for which they are applying. Applicant must live in the rental unit and must disclose all persons that will be occupying the unit. All persons under the age of 21 are subject to background checks prior to occupancy. All persons 18 years of age or older must be a leaseholder and qualify for the unit with the applicant.

Credit history for a two-year period prior to this application will be evaluated. No credit history as well as discharged bankruptcies is acceptable. Negative credit history, other than not fulfilling terms of a lease contract, will be considered provided there are more positive accounts than negative accounts. More than 30% of applicant's credit accounts showing negative remarks is unacceptable.

A criminal background check will be done on all applicants and any occupant 18 years of age or older. No felony convictions within the past five years will be accepted. No misdemeanor convictions against persons or property, prostitution or drug related offenses will be accepted.

If rental property is a single family dwelling or single unit, landlord reserves the right to ask for a security deposit equal to one month's rent and first and last month's rent in advance.

If you are inquiring about an apartment or duplex, occupancy limits have been established per unit size. Maximum number of persons allowed is as follows with no more than three unrelated adults per apartment or duplex in either a two or three bedroom floor plan:

Studio/Efficiency- no more than 2 persons

One Bedroom- no more than 2 persons

Two Bedroom - no more than 4 persons

Three Bedroom- no more than 6 persons

In order to view a rental home you must show a form of identification. Your driver's license or an alternate second form of identification will be photocopied. Please have identification with you.

We do business in accordance with the Federal Fair Housing Law. We do not discriminate against any person because of race, color, religion, sex, national origin, familial status or disability.

I have read and understand the above qualifying criteria.

Note: False information given on an application will be grounds for rejection of the application.

Applicant _____ Date _____

Applicant _____ Date _____

RENTAL APPLICATION

Rental Address _____ Unit Type _____

Rent Rate \$ _____ Deposit \$ _____ Starting Date _____

Applicant's Last Name	First	Middle	Birthdate	Driver's License & State	Social Security # - -
<input type="checkbox"/> Unmarried <input type="checkbox"/> Married <input type="checkbox"/> Separated	Spouse's Name		Birthdate	Driver's License & State	Social Security # - -
Expected Move-in Date	Apt. to be occupied by: # Adults ___ # Children ___		Children(s)' Full Name(s) & Date(s) of Birth		
Do you have Pets? Yes No	How Many?		Type & Size (Keeping of pets requires a pet deposit and owner's consent)		

RESIDENCE HISTORY

Present Address	City	State	Zip	How long? Yrs Mths	Area Code & Phone #	<input type="checkbox"/> Rent <input type="checkbox"/> Own
Name & Address of Present Landlord or Mortgage Co.				Area Code & Phone #		Monthly Pmt. \$
Previous Residence Address	City	State	Zip	Previous Landlord	Area Code & Phone #	How long? Mthly Pmt.
Have you ever been filed on for an eviction? YES NO						

EMPLOYMENT HISTORY PAST YEAR

Applicant Employed By				Supervisor's Name		How long? Yrs Mths
Address	City	State	Zip	Phone	Position Held/Occupation	Salary \$ Per
Previously Employed By				Supervisor's Name		How long? Yrs Mths
Address	City	State	Zip	Phone	Position Held/Occupation	Salary \$ Per
Previously Employed By				Supervisor's Name		How long? Yrs Mths
Address	City	State	Zip	Phone	Position Held/Occupation	Salary \$ Per

ADDITIONAL INCOME: Additional Income such as child support, alimony, or separate maintenance need not be disclosed unless such Additional Income is to be included for qualification hereunder. Source: _____ Amount of \$ _____ per _____

CREDIT AND LOAN REFERENCES

No. of Vehicles On Property	Do you have any recreational vehicles, vans, boats, motorcycles? If so specify:	
Auto No 1 - Type	License	State
Financed Through	Account No.	Monthly Payment
Auto No 2 - Type	License	State
Financed Through	Account No.	Monthly Payment

Loans & Charge Accounts including Department Stores, Credit Cards, etc.

Owed To	Account #	Address Zip	Total Debt	Payments
				\$ per
				\$ per
				\$ per

BANK REFERENCES

Name of Bank or Savings & Loan	Account #	Address	City	State	Zip
Family Physician	Address	City	State	Zip	Area Code & Phone #
In Case of Emergency, Call	Relationship	Address	City	State	Zip
					Area Code & Phone #

Applicant hereby authorizes verification of any and all information set forth on this Application, including release of information by any bank or savings and loan, credit reporting agencies, employer (present and former) and any Lender. Applicant hereby specifically authorizes Management to perform a credit check and criminal background check to verify information on this Application. All such information hereon, and released as authorized above, will be kept confidential. APPLICANT REPRESENTS THAT THE INFORMATION SET FORTH ON THIS APPLICATION IS TRUE AND COMPLETE. Material misrepresentations on the Application will constitute a default under the Lease or Rental Agreement between the parties.

CREDIT CHECK CHARGE - Applicant has submitted the sum of \$ _____ which is nonrefundable payment for a credit check and processing charge, receipt of which is acknowledged by Management. Such sum is not a rental payment or deposit amount. In the event this application is approved or disapproved, this sum will be retained by Management to cover the cost of processing application as furnished by applicant. This application must be signed before it can be processed by Management.

GOOD FAITH DEPOSITS - I hereby deposit \$ _____ with Management as a good faith deposit in connection with this rental application. If my application is accepted, I understand this deposit can be applied toward payment of my security deposit of \$ _____ when I take possession of the rental unit. If for any reason Management decides to decline my application, the Management will refund this good faith deposit to me in full. I understand I may cancel this application by written notice within 72 hours and receive a full refund of this good faith deposit within 30 days of the cancellation. If I cancel after 72 hours or refuse to occupy the premises on the agreed upon date, I understand this good faith deposit will be held until Management can determine if it has incurred any expenses or rent loss due to my cancellation. These costs will be deducted from this good faith deposit and the balance will be refunded to me.

Applicant's Signature _____ Applicant's Signature _____

RELEASE OF GOOD FAITH DEPOSIT - I authorize Management to release my good faith deposit of \$ _____ on rental unit and apply it towards a security deposit of \$ _____.

Applicant's Signature _____ Applicant's Signature _____

MOVE-IN COST SHEET
WELCOME TO YOUR NEW HOME

Dear _____,

The management/owner of your new rental home extends a warm welcome to you. We hope your residency will be enjoyable.

Your New address is _____, _____, FL _____.

Your move-in date is: _____

If your move-in date is after the 24th of the month, pay the pro-rated rent on move-in day, as well as the next month's rent. It is pertinent that the lease be signed by all parties on or before the move-in date. The application fees, security deposit, all rent due, and any other move-in costs must be paid by cashier's check or money order.

Lease agreement to be for the period from _____ to _____

MARKET RENT: \$ _____

CONCESSION: \$ _____

MONTHLY BASE RENT: \$ _____

Charges due are as follows:

Pro-rate Rent (Based on a 30 day month) \$ _____

Rent \$ _____

Security Deposit \$ _____

Non-refundable Pet Fee..... \$ _____

Pet Deposit \$ _____

Pet Rent \$ _____

Application Fees..... \$ _____

Other \$ _____

TOTAL RENT, FEES, DEPOSITS REQUIRED \$ _____

LESS AMOUNT PAID WITH APPLICATION \$ _____

TOTAL BALANCE DUE PRIOR TO MOVE-IN \$ _____

Please contact the following utility companies BEFORE you move-in:

Electric Service: _____ Phone (____) _____

Telephone: _____ Phone (____) _____

Cable: _____ Phone (____) _____

***Please note that proof of utility transfer will be required at the time of move-in.**

APPLICANT(S) understands the above acknowledged rental deposit will be applied against the required amount due as indicated above, and that no representations, promises or agreements as to occupancy, lease or date of possession have been made. **APPLICANT(S)** also understands that the rental application submitted with this deposit is not to be construed as a lease or rental agreement.

OWNER reserves the right to reject **APPLICANT(S)**'s rental application any time prior to execution and delivery of the lease agreement. In the event of rejection, any sums deposited (with the exception of non-refundable application fees) shall be refunded. If **APPLICANT(S)** withdraws application prior to execution of a lease agreement, the deposit will be forfeited unless written cancellation is received within seventy-two (72) hours from the date and time indicated below. **IF OWNER** for any reason cannot deliver possession of the premises to **APPLICANT(S)** at the commencement of the term, all deposits paid to Owner shall be refunded to **APPLICANT(S)**, releasing Owner from all liability.

Applicant Signature

Applicant Signature

Date/Time

Rental Unit Address

Owner/Agent

Application Approval Checklist

Complete the following steps to determine if an application is approved or not.

Determine your criteria for approval.

Screen your applicant. Go to www.landlording101.com to use our comprehensive tenant screening services. Our packages include credit check, criminal background check, eviction checks and more.

Determine Application approved _____ or not approved _____

- _____ If an Application is not approved, notify applicant.
- _____ Send applicant Tenant Rejection Form. (See **Form 1g**)
This must be done to comply with the Fair Credit Reporting Act.
- _____ If an application is a marginal risk, you can increase deposit or require first and last months rent to limit your risk.
- _____ Notify the applicant of the adjustment. Be sure to put in writing why you increased the deposit and have the tenant sign.
- _____ If applicant is approved notify the prospect. Ask them to leave a security deposit if they haven't already and sign the lease.
- _____ Schedule a move in day and a move in meeting. Schedule this meeting at the property, as you will need to complete a walk through. (*This is discussed in Phase 2.*)

Tenant Rejection Letter

To: _____ Date: _____
Address: _____

We regret to inform you that your application for residency has the following adverse action:

- _____ Your application for rental has been declined.
- _____ We are requesting a larger security deposit for approval. Deposit required \$ _____
- _____ You must provide us qualified lease guarantor for approval.
- _____ Your application is denied.

The reason for this is based on one or more of the following reasons:

- | | |
|------------------------------|-------------------------------|
| _____ Residence History | _____ Credit History |
| _____ Employment Information | _____ Public Criminal Records |
| _____ Insufficient Income | _____ Public Eviction Records |
| _____ Other _____ | |

_____ Information that resulted in adverse action was received from a person or company other than a consumer reporting agency. You have the right to make a written request to us within 60 days for a disclosure of the nature of this information.

_____ Information that resulted in adverse action was obtained from the following consumer reporting agency:

The consumer reporting agency did not make the decision and is not able to explain why it was made. According to the Fair Credit Reporting Act, Public Law 91-508, you have the right to review all consumer reporting information used in the evaluation of your application, and you also have the right to dispute any information on file. If you would like to receive a free copy of the information used in the decision, contact the agency within 60 days. Include you full name, date of birth, social security number, current and former address, daytime and evening phone numbers. You have the right to dispute directly with the consumer reporting agency the accuracy or completeness of the information in your file. The agency must then, within a reasonable period of time, reinvestigate and modify or remove any inaccurate information. There is no charge for this service. If reinvestigation does not resolve the dispute to your satisfaction, you have the right to have a consumer statement up to 100 words explaining your position which will be kept in your file.

Sincerely yours,

Printed Name of Owner/Agent

Hand delivered on: _____

Or

Signature

Mailed on: _____

Keep a copy of this notice with the applicant's file for 2 years.



Phase 2:

**Moving
Your
Tenant
In**

“Vision without action is merely a dream; action without vision just passes the time; vision with action can change the world.”

Section 1

Prior To Your Move-In Meeting

You will want to prepare your paperwork prior to meeting with your tenant.

Step 1: Complete the lease. (*Form 2*)

Most of us know the definition of a lease. It is a contract between the landlord and the tenant that spells out terms and conditions of the tenancy.

With that said, I'm more concerned about landlords being able to distinguish the difference between a well-written lease and a poorly written lease. Our survival as landlords depends on it. A lease is one of the most important lines of defense your investment has.

So it's important that you are not buying leases for sale online and in office supply stores or even at a realtor's office. Since these leases are for sale nationwide, or even worldwide, most of them will not comply with Florida Landlord Tenant Law (Statute 83). If they do happen to comply with our state's law, they will typically have a lot of loopholes.



STUDY SESSION

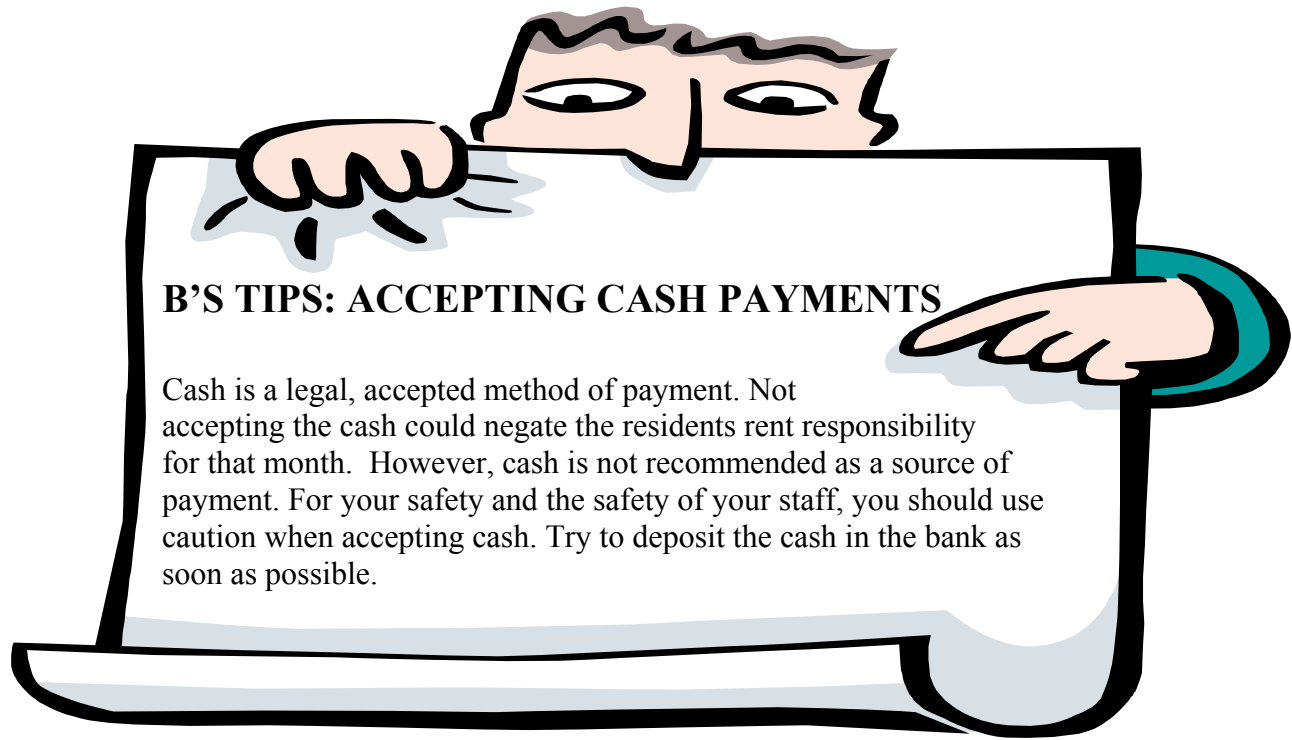
UNDERSTANDING THE IMPORTANCE OF THE LEASE

The lease is the first line of defense that your investment has. This contract will be put to the test on occasion throughout a tenant's lease term. So it's imperative that you reflect on this section until the terms used become second nature.

Lease breakdown:

Understanding in advance these key elements can identify a well-written lease. The lease should:

- Recognize all parties involved
- Use the correct legal names
- Recognize all occupants that are of legal age and require them to sign the lease
(***Check with your local landlord tenant attorney. This is not required in all states.***)
- State the duration of lease term, beginning date, lease date, and expiration date
- State required methods of payments, i.e. check, certified check or money order



B'S TIPS: ACCEPTING CASH PAYMENTS

Cash is a legal, accepted method of payment. Not accepting the cash could negate the residents rent responsibility for that month. However, cash is not recommended as a source of payment. For your safety and the safety of your staff, you should use caution when accepting cash. Try to deposit the cash in the bank as soon as possible.

- State rental amount
- State complete address, rental unit number, street address, city, state, and zip code
- Give very detailed description of the premises that will be under lease contract
- Give the name of managing agent or owner and community name, if any
- State payment terms:
 - Underline when the rent is due and the amount of any late fees that are assessed
 - Where payments are to be made
- Spell out clearly the returned check policy
- State causes for any legal action
- State acceptable use of premises
- State termination procedure and requirements for submitting notice to vacate
- Give holdover tenant language
- State terms and conditions of rental increase
- Contain abandonment language
- Contain radon gas language (if applicable in your state)

(Note, a common item to have in your lease or in an addendum is Mold language. This is a quickly growing area causing landlords to be sued!)

The lease should also identify other key issues such as:

- Who's responsible for certain maintenance issues
- Condition of premises
- Landlord or landlord's agent's right of access
- Renter's insurance
- Subletting policy
- Any pet policies or procedures
- Utilities
- Security deposit
- Parking

(Always check with a local landlord tenant attorney to see what other language your state statutes indicate should be in your lease. You want to add any language your law allows to protect yourself in the future!)

Hopefully you now have a basic understanding of not only the definition of a lease, but more importantly the key components that make up a well-written lease.



B's TIPS: USING THE PROPER LEASE

The lease is your first line of defense. Using a well-written lease is critical. You may have tenants already on a lease. As soon as their lease term ends have them sign the lease in this manual. *(Form 2)* This lease was written exclusively for the LANDLORDING 101™ Operations Manual by Bryan M. Chavis, CMPS®, CPL, CAM and a premier Florida eviction attorney. Many leases you get from realtors or online are not Florida specific and have lots of loopholes.



B'S TIPS: LATE FEES

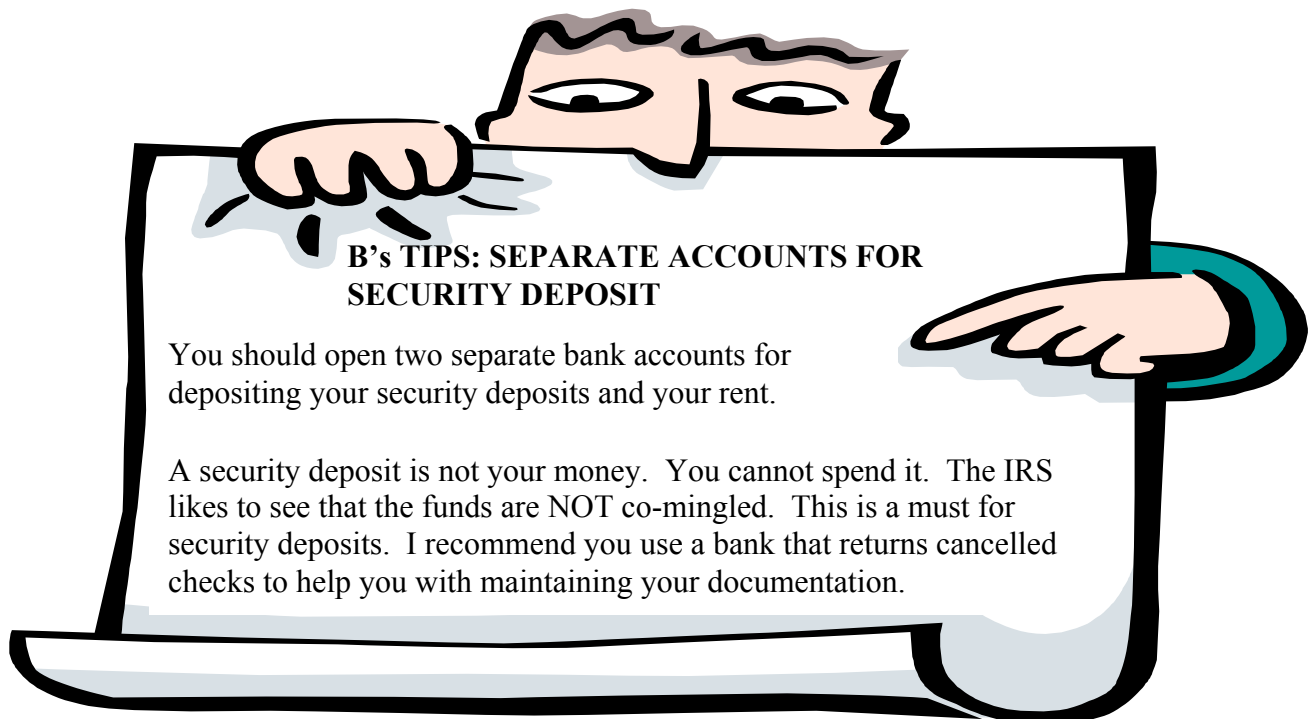
Late fees should be addressed in your lease. You should have your Tenant initial by your late fee charge. I recommend charging at least \$50.00 as a late fee. Some like to charge \$50.00 after the grace period expires and \$2.00 a day every day after until the rent is paid and late fees are paid in full. Many judges have ruled this excessive. Also remember, you can only charge late fees that are indicated in your lease. So again, it is important to have a well-written lease like the one in this manual.

- Step 2: Complete Addendum's. (***See Forms 2b***)
- Addendum's are key in pointing out the rules and regulations to be enforced by the owner, management, or agent. They allow you to add customizations to the lease that pertain to your property and/or the specific rules you wish to be enforced. A common Addendum is a Pet Addendum.
- We have included important Addendum's we recommend you use in our system. If you feel you need other specific areas of concern addressed, you can obtain additional Addendum's from an eviction attorney.
- Step 3: Gather and organize the rest of your Move-In Forms. (***See Form 2c - Move In Checklist***)

Section 2:

Meeting With Your Tenant for Move-In

- Step 1: When your tenant arrives for his or her Move-In meeting, if they have not already signed the lease as we recommended, review the lease with them and have them sign it now. They should sign their name exactly as it appears on the lease contract.
- Step 2: Review any Addendum's with them and have them sign also. (See Forms 2b).
- Step 3: Review the Rules & Regulations Form (See Form 2d): This form should contain general rules you want followed.
- Step 4: Collect your first month's rent. (If you are requiring last month's rent, collect that also.) Again, be sure to collect a money order or cashier's check.



PLEDGE OF DISCIPLINE

Take this LANDLORDING 101™ Pledge of Discipline:

I, _____ (your name) _____, hereby pledge to open separate bank accounts for tenants' security deposits, taxes, utilities, reserve funds for repairs and replacements, insurance, and collected rents. I will use these funds for their true purposes, respectively.

This Pledge is to help ensure your own financial survival!



STUDY SESSION ***UNDERSTANDING SECURITY DEPOSITS***

A diligent landlord/property manager will always seek to collect a security deposit for various reasons. For example, collecting a deposit as soon as possible can help ensure that a prospect-tenant will return after a visit to your property. It deters the prospect from looking at other rental properties. Another important reason is just as the name implies. The deposit is the landlords/property manager's security to help ensure the lease contract is fulfilled. The deposit can help to ensure there is money available in case of damages left by the tenant after he or she moves out. You can also require an extra deposit if the prospect-tenant's rental or credit history has some discrepancies.

Many landlords/property managers like to charge a pet deposit. Remember *deposit* implies refundable. So if your intent is to keep the money paid by a tenant for having a pet then call it a "pet fee" not pet deposit. Non-refundable deposit is an oxymoron and should not be used. If the payment is non-refundable call it a "fee".

COLLECTING PROCEDURES FOR A SECURITY DEPOSIT:

A landlord/property manager must not collect a deposit from more than one applicant at a time for the same rental unit. It is good practice to collect other *applications* for the same unit in case the first applicant does not qualify, but do not collect more than one deposit. The second applicant should be informed that there is someone ahead of them and if that applicant does not take the rental unit then they will be next in line to be considered for the rental unit.

LAST MONTH'S RENT:

Problems can occur when allowing a tenant to apply their Security Deposit to their last month's rent because the condition in which the rental unit will be left is unknown. Current market conditions may not call for the security deposit to be equal to current rental rates or the cost of repair. You could have applied the Security Deposit for last month's rent and now have nothing left to cover damages.

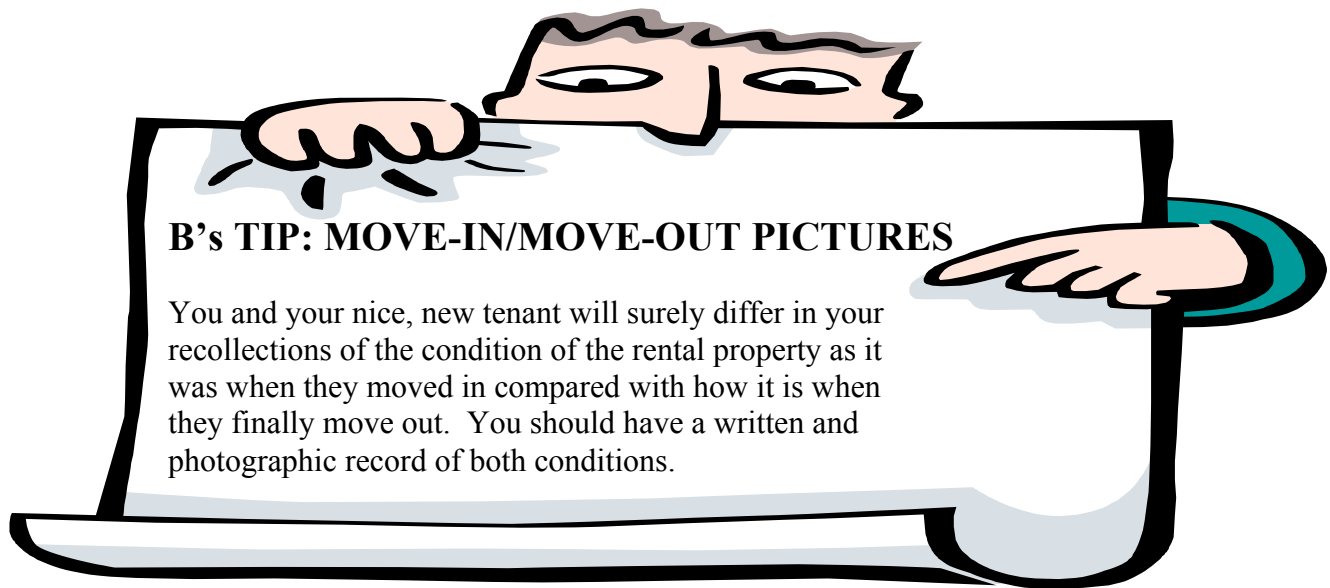
If a tenant chooses to not to pay his or her last month's rent and requests you use their security deposit instead, you should treat this as rent non-payment. The landlord/property manager should follow the steps in this operations manual for non-payment of rent. If after receiving the proper notice the tenant still has not paid then you must follow the necessary legal steps to file for an eviction.

Step 5: Walk through the unit and inspect its condition with your tenant. Complete the Move In Move Out Inspection Report (See **Form 2e**). This form should be used twice. The first time is when the tenant moves in. Walk through the unit with the tenant, having them point out any damage or abnormalities. List each noted area or item on the Move In Move Out Inspection Report.

Example: If an appliance has chipped paint prior to move in, note the chipped paint on the form. Be detailed and accurate to differentiate the old damage from any new damage.

Clearly explain to the tenant that they will not be charged when they move out for any damage noted on this form. Explain to them the importance of walking through the unit and noting any damages to avoid being charged for damages they did not do.

The second time this form is used is during move out, which we will discuss later.



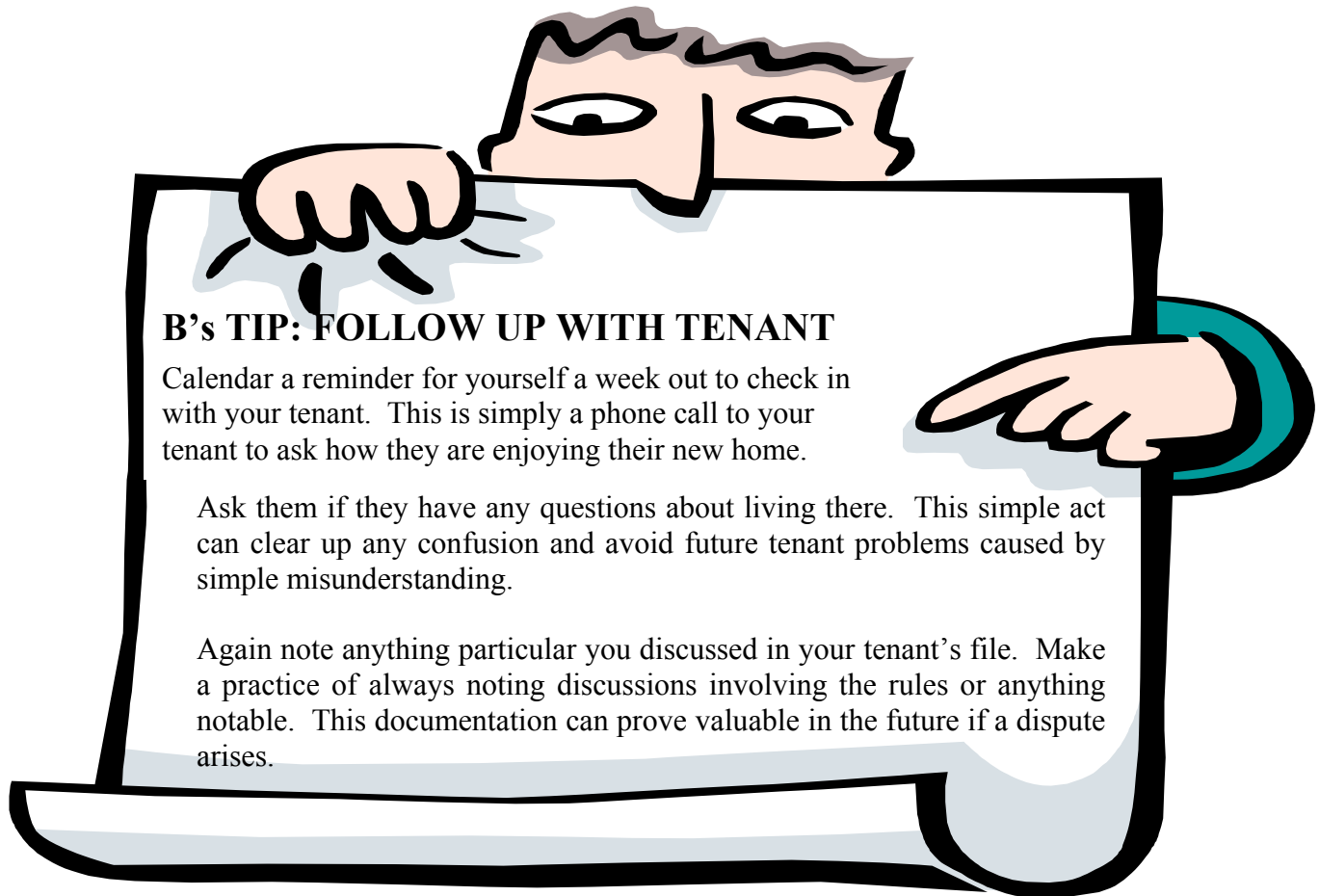
Step 6: Give your tenant a set of keys to their unit and any other keys, such as pool area, gate, storage, etc., if any.

Section 3:

After The Move-In Meeting

Step 1: File all documents in your tenants file.

Step 2: Note in your file any notable discussions you had with your tenant.



FLORIDA APARTMENT LEASE

Apartment Address:			Community Name		Initial Lease Term (see paragraph 3) Beginning: Ending:	
Monthly Rent	Prorated Rent	Security Deposit	Administrative Fee	Pet Fee	Prepared by:	
\$	\$	\$	\$	\$		

Residents Name(s):	Full Name(s) of Child(ren):	Date(s) of Birth:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Additional Agreement(s):

This is a lease between the above named Resident(s) and the below named Owner for the apartment dwelling described above. It (and any contemporaneously executed additional agreements) is the entire agreement between Resident(s) and Owner and may be modified only in writing. As used in this lease "you" means the Resident or Residents whose names appear above. If there is more than one Resident, you are jointly and severally liable for any liability to us. "We," "our," or "us" means the Owner. "Premises" means the entire apartment community. **UPON EXECUTION OF THIS LEASE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO ALL OF ITS PROVISIONS.**

BY SIGNING THIS RENTAL AGREEMENT YOU AGREE THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY FLORIDA STATUTES, WE SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE STORAGE OR DISPOSITION OF YOUR PERSONAL PROPERTY.

Resident Signature(s) _____ <div style="text-align: right;">Date</div> _____ <div style="text-align: right;">Date</div> _____ <div style="text-align: right;">Date</div> _____ <div style="text-align: right;">Date</div>	Owner name: _____ Community address: _____ Managing Agent: _____ By: _____ Date _____ Witnesses: _____ _____
---	---

1. Security Deposit:

A. Your security deposit will be held as indicated below:

___ Deposited in a separate: ___ interest bearing ___ non-interest bearing account with: _____

_____ (bank name and address). You will receive 75% of any interest paid on your deposit but not more than 5% per year.

___ Commingled with our other funds. You will receive interest on your deposit at the rate of 5% per year.

B. Your security deposit is security for your full performance of this lease and may not be applied by you to any money which you owe to us.

C. The following is Florida Statute 83.49(3) which we are required to provide you:

"(3)(a) Upon the vacating of the premises for termination of the lease, if the Landlord does not intend to impose a claim on the security deposit, the Landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified

mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intentions to impose claim for damages in the amount of ____ upon your security deposit, due to _____. It is sent to you as required by s.83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you received this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address)... If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit.

(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose claim for damages.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court cost plus a reasonable fee for his or her attorney. The court shall advocate the cause on the calendar.

(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and salespersons, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s.475.25(1)(d).

2. RENT: You agree to pay the monthly rent indicated above at the community office on or before the 1st day of each month without deduction or set off. If prorated rent is indicated, it is the amount due for the partial first month of this lease. Time is of the essence. Rent payments must be made by one check or money order even if there is more than one Resident. Payment may not be made by third party checks nor in cash. **Payment after the 5th day of the month must be by money order and include a one time late charge of \$50.00 paid in full**, all as additional rent. However, we reserve the right to refuse payment after expiration of our demand for rent or possession as provided for in the Florida Statutes. If your check is dishonored by your bank, you must pay us a service charge of \$50.00 plus any other charges provided by law and plus any accrued late charge(s). If one of your checks is dishonored, you may be required to pay, at our option, future rent by money order. We are not required to redeposit a dishonored check. You must pay any taxes due on your payments. Any payment due under this lease is rent. We may apply any payment to any outstanding balance regardless of any notation on or with the payment.

3. RENEWAL: This lease will continue for one year after the Initial Lease Term unless either you or we give the other **at least 30 days' written notice** of termination before the end of the initial term. During the continuation term, either you or we may terminate the lease at the end of a calendar month by giving the other not less than 60 days written notice. We may increase the rent at the end of the initial term or during the continuation term by giving you not less than 70 days notice before the beginning of a calendar month.

4. UTILITIES: Water and sewer service are provided to you. However, you may be required to pay for this service. If you are required to pay, you will be given an invoice each month. You must pay the amount of the invoice according to its terms as additional rent. You must obtain and pay for all other utilities. We are not liable for interruption or malfunction in service. You may not occupy your apartment without electric service except during brief interruptions beyond your control.

5. OCCUPANCY: Only those persons whose names appear on the lease may occupy your apartment without our prior written consent except guests for no more than 7 consecutive or 14 total days. The apartment may be used solely for private housing. You may not assign this lease or sublet any portion of your apartment. If you will be absent for more than 14 days, you must notify us in writing.

6. PETS: No pets may enter or be kept in your apartment or on the premises without our written consent.

7. CRIMINAL ACTIVITY: If you or your invitee engages in criminal activity on the premises or near enough to adversely affect it or other residents such activity will be a default for which this lease may be immediately terminated.

8. REMEDIES: You and we have all remedies provided by law. If you vacate before the end of your lease (even if due to eviction) you must still pay rent for the entire lease less any net rent which we receive from re-renting your apartment. We have no duty to re-rent. The prevailing party in any dispute arising out of this lease will be entitled to recover reasonable collection costs including attorney fees from the non-prevailing party.

9. NOTICES: Any notices from us to you will be deemed delivered when mailed to you at your apartment by first class mail; or personally handed to you or anyone in your apartment; or left at your apartment in your absence. Delivery of one copy of a notice is sufficient for all residents. Any notice from you to us will be deemed delivered when received at our office, by certified mail, return receipt requested, or personally delivered to our office staff during normal business hours.

10. RIGHT TO ENTER: You consent to our entering your apartment during reasonable hours for any inspections (by us or prospective buyers or renters), maintenance and repairs, pest control, for delivering notices, and for other purposes as provided by law.

11. REPAIR AND MAINTENANCE: You acknowledge that you have inspected the apartment and are fully satisfied and accept it in its "as is" condition, except as otherwise agreed by you and us in writing. You must maintain your apartment in a clean and sanitary condition including prompt removal of trash and garbage and placing it in a collection point container which we provide. We will maintain air conditioning and heating equipment; plumbing fixtures and facilities; electrical systems; and appliances provided by us. Any damage to your apartment or the premises, except for normal wear, caused by you or your invitees will be corrected, repaired, or replaced at your expense. **You must immediately notify us in writing of any needed maintenance or repair. You must inspect your smoke detector at least once a month to determine if it is working properly and notify us of any deficiency. You must change the air conditioning and heating filter monthly, or more often if required.** We supply filters at no cost to you.

12. MOLD: You must take steps to limit the growth of mold in your apartment. This includes operating your heating and air conditioning system as appropriate to reduce humidity, using appropriate ventilation, limiting evaporation of water, promptly removing any visible mold, and immediately reporting to us any leaks or other water intrusion into your apartment or any visible mold that you cannot remove.

13. ALTERATION: You may not make alterations or additions, nor install or maintain in the apartment, or any part of the premises, any fixtures, large appliances, devices, or signs without our written consent. Any alterations, additions, or fixtures which are made or installed will remain a part of the apartment unless we specifically agree otherwise.

14. LIABILITY: We will not be liable for any damages, loss, or injury to persons or property occurring within your apartment or upon the premises. Although there are entrance and exit gates for the apartment community, they do not significantly limit access to the property by anyone. There will be times when they do not work due to malfunction or damage. In addition, access is not restricted by a wall or fence. You are responsible for obtaining your own casualty and liability insurance. With respect to your family or invitees, you agree to hold us harmless and indemnify us from liability. **WE STRONGLY RECOMMEND THAT YOU SECURE INSURANCE TO PROTECT YOURSELF AND YOUR PROPERTY.** Your successors, heirs, beneficiaries, and personal representatives are bound by the provisions of this lease.

15. SECURITY: We do not provide and have no duty to provide security services to protect you, others, or property. You must look solely to the public police for such protection. We will not be liable for failure to provide security services or for the criminal or wrongful acts of others. If, from time to time, we provide any security

service, these services are only for the protection of our property and will not constitute a waiver of, or in any manner modify, this disclaimer. They may be modified or discontinued at any time without notice.

16. CONDO/HOA ASSOCIATION PROPERTIES LEASE LANGUAGE: If the lease premises are included in a condominium association or home owners association, you agree to abide by its bylaws, rules, and regulations including as they may be amended and that failure to do so is a violation of this lease.

17. DAMAGE: If we determine that your apartment should not be occupied because of damage or risk to property, health, or safety we may, at our option, terminate this lease. If it is unoccupiable due the fault of you, your family, or invitee, you will be liable for any monetary loss to us including rent. Nothing may be used or kept in or about your apartment which would in any way increase our insurance cost, be a violation of law, or otherwise be a hazard.

18. WAIVERS: Our acceptance of rent after knowledge of a breach of this lease by you is not a waiver of our rights nor an election not to proceed under the provisions of this lease or the law. Our rights and remedies under this lease are cumulative; the use of one or more shall not exclude or waive our right to other remedies. Your rights under this lease are subordinate to any present or future mortgages on the premises. We may assign our interest in this lease. You and we waive any right to demand a jury trial concerning the litigation of any matters arising between us.

19. POSSESSION: If the apartment is not ready for your occupancy on the beginning date of this lease, the beginning dated may be extended up to 30 days or the lease may be voided at our option. We shall not be liable for any loss caused by such delay or termination.

20. APPLICATION: If any information given by you in your application is false or not complete, we may, at our option, terminate this lease. You must notify us promptly in writing of any changes in the information provided to us in your application.

21. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. Florida Statute section 404.056(5) requires that you be provided the preceding notice.

22. CREDIT REPORTS: We have the right to obtain credit and any other reports on you which we may deem appropriate until all of your obligations under this lease are fulfilled. Upon your written request, we will inform you of the name and address of each agency from which a credit report is obtained. We have the right to report to others our credit and other experience with you.

23. PARKING: No more than one automobile or noncommercial small truck is allowed for each apartment **and for each visitor (as long as adequate parking space remains for residents)**, without our written consent. No other vehicles or things may be parked or placed on the premises without our written consent **(except for loading or unloading)** including motorcycles, trucks, boats, trailer, motorhomes, and storage containers. All vehicles must be currently licensed with the license displayed as required by law; be in good operating condition; be in compliance with all requirements to operate on public streets including insurance; and not be unsightly (within our sole discretion). Vehicles must be parked only within the boundary of a single designated parking space. Anything in violation of the foregoing may be removed without notice at the owner's or your expense. We are not liable for any claim arising as a result of removal. It is your responsibility to advise your invitees of these requirements and to determine that they have complied. You agree to indemnify and hold us harmless for any claims by your invitees for the removal of their property for violation of these requirements and to pay immediately as additional rent any amount due pursuant to such claim. We may impose additional parking requirements including limiting the number of vehicles which your or your invitees may park on the premises, requiring the use of parking decals and/or assigning parking spaces. No vehicle maintenance or repairs or similar activities may be performed on the premises. Signs may not be displayed on or from vehicles.

24. POLICIES: You must observe the policies below and any other reasonable policies which may be given to you now or later by us.

(a) No "garage" or other sales may be conducted by you on the premises.

(b) Solicitation by you or others is not allowed on the premises.

(c) Locks may not be altered nor may new locks, knockers, or other door or window attachments be installed without our prior written consent.

(d) No noise, music or other sounds, or conduct or attire (or lack of) is permitted at any time in such manner as to disturb or annoy other persons. Certain attire may be prohibited such as "T-back" swimsuits.

(e) No spikes, adhesives, screws, hooks or nails, or the like may be driven into or applied to the walls or other surfaces without our prior written consent except that small nails may be used for hanging wall decorations. You are responsible for the cost of repairing any holes.

(f) No water-filled furniture is permitted except waterbeds. Waterbeds are not permitted unless we are first protected as a loss payee on an insurance policy approved by us.

(g) Any draperies or other window covering must be white or lined in white so that only white may be seen from outside your apartment.

(h) Water may not be wasted. Water hoses may be used only with automatic shut-off nozzles. Washing of vehicles may be restricted to designated areas and times. Outside water use may be prohibited. Water leaks must be promptly reported to us.

(i) Patios, balconies, hallways, and entrances may not be used to store belongings. Only appropriate potted plants and other outdoor furniture are permitted on patios and balconies. We may further limit what is placed in outside areas. Only electric grills may be kept or used on the premises.

FLORIDA RESIDENTIAL LEASE

Rental Unit Address:			Community Name (If Any)		Initial Lease Term (see paragraph 3) Beginning: Ending:	
Monthly Rent	Prorated Rent	Security Deposit	Administrative Fee	Pet Fee	Prepared by:	
\$	\$	\$	\$	\$		

Residents Name(s):

Full Name(s) of Child(ren):

Date(s) of Birth:

Additional Agreement(s):

This is a lease between the above named Resident(s) and the below named Owner for the rental dwelling described above. It (and any contemporaneously executed additional agreements) is the entire agreement between Resident(s) and Owner and may be modified only in writing. As used in this lease "you" means the Resident or Residents whose names appear above. If there is more than one Resident, you are jointly and severally liable for any liability to us. "We," "our," or "us" means the Owner. "Premises" means the entire rental property. **UPON EXECUTION OF THIS LEASE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO ALL OF ITS PROVISIONS.**

BY SIGNING THIS RENTAL AGREEMENT YOU AGREE THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY FLORIDA STATUTES, WE SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE STORAGE OR DISPOSITION OF YOUR PERSONAL PROPERTY.

Resident Signature(s)

Owner name: _____

Date

Rental Unit Address: _____

Date

Managing Agent: _____

Date

By: _____ Date

Date

Witnesses: _____

1. Security Deposit:

A. Your security deposit will be held as indicated below:

___ Deposited in a separate: ___ interest bearing ___ non-interest bearing account with: _____

_____ (bank name and address). You will receive 75% of any interest paid on your deposit but not more than 5% per year.

___ Commingled with our other funds. You will receive interest on your deposit at the rate of 5% per year.

B. Your security deposit is security for your full performance of this lease and may not be applied by you to any money which you owe to us.

C. The following is Florida Statute 83.49(3) which we are required to provide you:

"(3)(a) Upon the vacating of the premises for termination of the lease, if the Landlord does not intend to impose a claim on the security deposit, the Landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified

mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intentions to impose claim for damages in the amount of _____ upon your security deposit, due to _____. It is sent to you as required by s.83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you received this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to _____.

If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit.

(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose claim for damages.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court cost plus a reasonable fee for his or her attorney. The court shall advocate the cause on the calendar.

(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and salespersons, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s.475.25(1)(d).

2. RENT: You agree to pay the monthly rent indicated above at _____ on or before the 1st day of each month without deduction or set off. If prorated rent is indicated, it is the amount due for the partial first month of this lease. Time is of the essence. Rent payments must be made by one check or money order even if there is more than one Resident. Payment may not be made by third party checks nor in cash. **Payment after the 5th day of the month must be by money order and include a one time late charge of \$50.00 paid in full,** all as additional rent. However, we reserve the right to refuse payment after expiration of our demand for rent or possession as provided for in the Florida Statutes. If your check is dishonored by your bank, you must pay us a service charge of \$50.00 plus any other charges provided by law and plus any accrued late charge(s). If one of your checks is dishonored, you may be required to pay, at our option, future rent by money order. We are not required to redeposit a dishonored check. You must pay any taxes due on your payments. Any payment due under this lease is rent. We may apply any payment to any outstanding balance regardless of any notation on or with the payment.

3. RENEWAL: This lease will continue for one year after the Initial Lease Term unless either you or we give the other **at least 30 days' written notice** of termination before the end of the initial term. During the continuation term, either you or we may terminate the lease at the end of a calendar month by giving the other not less than 60 days written notice. We may increase the rent at the end of the initial term or during the continuation term by giving you not less than 70 days notice before the beginning of a calendar month.

4. UTILITIES: Water and sewer service are provided to you. However, you may be required to pay for this service. If you are required to pay, you will be given an invoice each month. You must pay the amount of the invoice according to its terms as additional rent. You must obtain and pay for all other utilities. We are not liable for interruption or malfunction in service. You may not occupy your rental unit without electric service except during brief interruptions beyond your control.

5. OCCUPANCY: Only those persons whose names appear on the lease may occupy your rental unit without our prior written consent except guests for no more than 7 consecutive or 14 total days. The rental unit may be used solely for private housing. You may not assign this lease or sublet any portion of your rental unit. If you will be absent for more than 14 days, you must notify us in writing.

6. PETS: **No pets may enter** or be kept in your rental unit or on the premises without our written consent.

7. CRIMINAL ACTIVITY: If you or your invitee engages in criminal activity on the premises or near enough to adversely affect it or other residents such activity will be a default for which this lease may be immediately terminated.

8. REMEDIES: You and we have all remedies provided by law. If you vacate before the end of your lease (even if due to eviction) you must still pay rent for the entire lease less any net rent which we receive from re-renting your rental unit. We have no duty to re-rent. The prevailing party in any dispute arising out of this lease will be entitled to recover reasonable collection costs including attorney fees from the non-prevailing party.

9. NOTICES: Any notices from us to you will be deemed delivered when mailed to you at your rental unit by first class mail; or personally handed to you or anyone in your rental unit; or left at your rental unit in your absence. Delivery of one copy of a notice is sufficient for all residents. Any notice from you to us will be deemed delivered when received at our office, by certified mail, return receipt requested, or personally delivered to our office staff during normal business hours.

10. RIGHT TO ENTER: You consent to our entering your rental unit during reasonable hours for any inspections (by us or prospective buyers or renters), maintenance and repairs, pest control, for delivering notices, and for other purposes as provided by law.

11. REPAIR AND MAINTENANCE: You acknowledge that you have inspected the rental unit and are fully satisfied and accept it in its "as is" condition, except as otherwise agreed by you and us in writing. You must maintain your rental unit in a clean and sanitary condition including prompt removal of trash and garbage and placing it in a collection point container. We will maintain air conditioning and heating equipment; plumbing fixtures and facilities; electrical systems; and appliances provided by us, unless noted otherwise in this lease agreement. Any damage to your rental unit or the premises, except for normal wear, caused by you or your invitees will be corrected, repaired, or replaced at your expense. **You must immediately notify us in writing of any needed maintenance or repair. You must inspect your smoke detector at least once a month to determine if it is working properly and notify us of any deficiency. You must change the air conditioning and heating filter monthly, or more often if required.**

12. MOLD: You must take steps to limit the growth of mold in your rental unit. This includes operating your heating and air conditioning system as appropriate to reduce humidity, using appropriate ventilation, limiting evaporation of water, promptly removing any visible mold, and immediately reporting to us any leaks or other water intrusion into your rental unit or any visible mold that you cannot remove.

13. ALTERATION: You may not make alterations or additions, nor install or maintain in the rental unit, or any part of the premises, any fixtures, large appliances, devices, or signs without our written consent. Any alterations, additions, or fixtures which are made or installed will remain a part of the rental unit unless we specifically agree otherwise.

14. LIABILITY: We will not be liable for an damages, loss, or injury to persons or property occurring within your apartment or upon the premises. Although there may be entrance and exit gates for the rental unit, they do not significantly limit access to the property by anyone. There will be times when they do not work due to malfunction or damage. In addition, access is not restricted by a wall or fence. You are responsible for obtaining your own casualty and liability insurance. With respect to your family or invitees, you agree to hold us harmless and indemnify us from liability. **WE STRONGLY RECOMMEND THAT YOU SECURE INSURANCE TO PROTECT YOURSELF AND YOUR PROPERTY.** Your successors, heirs, beneficiaries, and personal representatives are bound by the provisions of this lease.

15. SECURITY: We do not provide and have no duty to provide security services to protect you, others, or property. You must look solely to the public police for such protection. We will not be liable for failure to provide security services or for the criminal or wrongful acts of others. If, from time to time, we provide any security

service, these services are only for the protection of our property and will not constitute a waiver of, or in any manner modify, this disclaimer. They may be modified or discontinued at any time without notice.

16. CONDO/HOA ASSOCIATION PROPERTIES LEASE LANGUAGE: If the leased premises are included in a condominium association or home owners association, you agree to abide by its bylaws, rules, and regulations including as they may be amended and that failure to do so is a violation of this lease.

17. DAMAGE: If we determine that your rental unit should not be occupied because of damage or risk to property, health, or safety we may, at our option, terminate this lease. If it is unoccupiable due the fault of you, your family, or invitee, you will be liable for any monetary loss to us including rent. Nothing may be used or kept in or about your rental unit which would in any way increase our insurance cost, be a violation of law, or otherwise be a hazard.

18. WAIVERS: Our acceptance of rent after knowledge of a breach of this lease by you is not a waiver of our rights nor an election not to proceed under the provisions of this lease or the law. Our rights and remedies under this lease are cumulative; the use of one or more shall not exclude or waive our right to other remedies. Your rights under this lease are subordinate to any present or future mortgages on the premises. We may assign our interest in this lease. You and we waive any right to demand a jury trial concerning the litigation of any matters arising between us.

19. POSSESSION: If the rental unit is not ready for your occupancy on the beginning date of this lease, the beginning dated may be extended up to 30 days or the lease may be voided at our option. We shall not be liable for any loss caused by such delay or termination.

20. APPLICATION: If any information given by you in your application is false or not complete, we may, at our option, terminate this lease. You must notify us promptly in writing of any changes in the information provided to us in your application.

21. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. Florida Statute section 404.056(5) requires that you be provided the preceding notice.

22. CREDIT REPORTS: We have the right to obtain credit and any other reports on you which we may deem appropriate until all of your obligations under this lease are fulfilled. Upon your written request, we will inform you of the name and address of each agency from which a credit report is obtained. We have the right to report to others our credit and other experience with you.

23. PARKING: No more than one automobile or noncommercial small truck is allowed for each rental unit **and for each visitor (as long as adequate parking space remains)**, without our written consent. No other vehicles or things may be parked or placed on the premises without our written consent (**except for loading or unloading**) including motorcycles, trucks, boats, trailer, motorhomes, and storage containers. All vehicles must be currently licensed with the license displayed as required by law; be in good operating condition; be in compliance with all requirements to operate on public streets including insurance; and not be unsightly (within our sole discretion). Vehicles must be parked only within the boundary of designated parking space. Anything in violation of the foregoing may be removed without notice at the owner's or your expense. We are not liable for any claim arising as a result of removal. It is your responsibility to advise your invitees of these requirements and to determine that they have complied. You agree to indemnify and hold us harmless for any claims by your in invitees for the removal of their property for violation of these requirements and to pay immediately as additional rent any amount due pursuant to such claim. No vehicle maintenance or repairs or similar activities may be performed on the premises. Signs may not be displayed on or from vehicles.

24. POLICIES: You must observe the policies below and any other reasonable policies which may be given to you now or later by us.

(a) No "garage" or other sales may be conducted by you on the premises.

(b) Solicitation by you or others is not allowed on the premises.

(c) Locks may not be altered nor may new locks, knockers, or other door or window attachments be installed without our prior written consent.

(d) No noise, music or other sounds, or conduct or attire (or lack of) is permitted at any time in such manner as to disturb or annoy other persons. Certain attire may be prohibited such as "T-back" swimsuits.

(e) No spikes, adhesives, screws, hooks or nails, or the like may be driven into or applied to the walls or other surfaces without our prior written consent except that small nails may be used for hanging wall decorations. You are responsible for the cost of repairing any holes.

(f) No water-filled furniture is permitted except waterbeds. Waterbeds are not permitted unless we are first protected as a loss payee on an insurance policy approved by us.

(g) Any draperies or other window covering must be white or lined in white so that only white may be seen from outside your rental unit.

(h) Water may not be wasted. Water hoses may be used only with automatic shut-off nozzles. Washing of vehicles may be restricted to designated areas and times. Outside water use may be prohibited. Water leaks must be promptly reported to us.

(i) Patios, balconies, and entrances may not be used to store belongings. Only appropriate potted plants and other outdoor furniture are permitted on patios and balconies. We may further limit what is placed in outside areas. Only electric grills may be kept or used on the premises.

LANDLORD/RESIDENT RESPONSIBILITY SINGLE FAMILY DWELLING

1. **Utilities.** Utilities shall be paid for by the party indicated on the following chart:

<i>Utility Expense</i>	<i>LANDLORD</i>	<i>RESIDENT</i>
Electricity		
Gas		
Water		
Garbage		
Other		

When electricity, gas, or water is to be furnished by landlord, resident agrees not to use any supplemental heating or air conditioning units, washing machine, dryer, dishwasher, or other appliance other than those provided by landlord and listed in Section 2. Appliances without landlord's written approval.

2. Appliances. Appliance furnished to resident by landlord:

Appliance	YES	NO
Refrigerator		
Stove		
Air Condition		
Dishwasher		
Washer		
Dryer		
Garbage Disposal		

3. Pool. Pool will be maintained by: LANDLORD RESIDENT
Resident agrees to maintain pool by:

____ (Resident initial) Resident agrees to said conditions. ____ (Resident initial) Not applicable.

4. Grounds. Grounds will be maintained by: LANDLORD RESIDENT
Resident agrees to maintain grounds by:

____ (Resident initial) Resident agrees to said conditions. ____ (Resident initial) Not applicable.

5. Pest Control. Pest Control will be provided by: LANDLORD RESIDENT
Resident agrees to provide pest control by:

____ (Resident initial) Resident agrees to said conditions. ____ (Resident initial) Not applicable.

6. Repairs. Repairs will be provided by: LANDLORD RESIDENT
Resident agrees to provide repairs under the following conditions:

*Maintenance requests, except in emergencies, must be made in writing or left on voice message at address
____ (provided by landlord) or phone number
____ (provided by landlord).

____ (Resident initial) Resident agrees to said conditions. ____ (Resident initial) Not applicable.

7. Policies. Additionally resident agrees to:

____ (Resident initial) Resident agrees to said conditions. ____ (Resident initial) Not applicable.

LEASE ADDENDUM - PET

This is an addendum to the following described lease.

Rental Unit Address:

Lease Date: _____ Unit Number (If Any): _____

Resident Name(s):

If there is more than one resident, "resident" includes all residents.

1. The lease is modified to allow resident to keep the below described pet in the rental unit under the conditions which follow.

2. Pet description.

Species: _____

Breed or type: _____

Weight: _____ lbs.

Height: _____ inches

Color(s): _____

Name: _____

Age: _____

3. Resident must pay one or more of the following as indicated.

a. Additional security deposit of \$_____ increasing the total lease security deposit to \$_____.

b. Non-refundable fee of \$_____.

c. Additional monthly rent of \$_____ increasing total rent to \$_____.

4. Whenever pet is outside resident's rental unit it must be controlled by resident with a leash.

5. If pet disturbs or annoys neighbors or persons on the property, resident may be required to remove pet from the premises upon 7 day's notice.

Date Executed: _____

Date Executed: _____

Resident Signatures:

Landlord or Property Manager Signature

Phase 2: Moving Your Tenant In

CHECKLIST

Use the checklist below to complete all the actions necessary to ensure a smooth, successful move in of your new tenant!

Prior to your move in meeting:

- _____ Complete Lease.
- _____ Complete any Addendum's. (*Pet Addendum: Form 2a*)

At move in meeting:

- _____ Review Lease and have tenant sign if it is not already signed.
- _____ Review any Addendum's and have tenant sign.
- _____ Review Rules & Regulations Form. (*Form 2d*)
- _____ Collect security deposit if you haven't already.
- _____ Collect first month's rent. (*Certified Check or Money Order*)
If you are requiring last month's rent, collect that also.
- _____ Collect any other fees due, such as a Pet Deposit or Pet Fee.
- _____ Walk through unit with tenant and complete Move In Move Out Inspection Report. (*Form 2e*)
- _____ Give tenant keys.

After the Move-In Meeting:

- _____ File documents in tenant's file.
- _____ Calendar a "check in" with your tenant for one week away.

RULES AND REGULATIONS

For Multi-Family Properties

The following Rules and Regulations have been established by the Owner/Management and are considered an addendum to your Lease Agreement. Failure to comply with said Rules and Regulations may, at the discretion of Owner/Management, be grounds for termination of the Lease Agreement.

1. **RENTAL PAYMENT:** Rent is due on the first day of each month. Rent received after 5:00 p.m. on the fifth (5th) must include the late fee specified in the Lease Agreement. Checks which do not include the late fee as required will not be accepted. All late payment checks and charges must be paid by cashier's check, certified check or money order. After you tender two (2) NSF checks during the term of the lease agreement, personal checks will no longer be accepted and all monies due must be paid by cashier's check, certified check or money order. Please mail or deliver your rental payment to the business office.
2. **MAINTENANCE REQUESTS:** Maintenance requests should be made by phone or in writing to the business office. Maintenance hours are weekdays from ____ a.m. to ____ p.m. In case of an emergency, call the office and you will be given an emergency number to call. Emergencies include fire, flood, electrical shortage and sewer back-ups. Your maintenance request cannot be fulfilled if pets are left unattended. It is not our policy to make appointments for maintenance work.
3. **LOCKS:** You are prohibited from adding, changing or in any way altering locks installed on the doors of the residence.
4. **ENTRANCES, HALLWAYS, WALKS AND LAWNS:** Entrances, hallways, walks, lawns and other public areas should not be obstructed or used for any purpose other than entering and exiting.
5. **PERSONAL PROPERTY:** Due to legal limitations, it is not possible for us to insure your personal property. It will be necessary for you to obtain rental dweller's coverage at your expense from a local insurance agent to cover any possible loss to personal property.
6. **DELIVERY OF PACKAGES OR FURNITURE:** Our employees are prohibited from receiving packages for anyone. Please make your own arrangements for such items. If you are expecting delivery of furniture, appliances or repairs to these items, you may leave a key at the office for the serviceman, but you must sign a release of responsibility for theft or damages. We will not be able to accompany any serviceman to your residence.
7. **SPEED LIMIT:** The maximum speed limit throughout the Community is 10 m.p.h. Please drive carefully and watch out for children.
8. **PARKING FACILITIES:** Our parking lots are not to be used for abandoned or inoperable vehicles. The determination of whether a vehicle is abandoned or inoperable shall be within the discretion of Management, but a vehicle will be deemed to be inoperable if not "street legal." All vehicles must be periodically moved to prevent build-up of dirt and debris. Automobiles should not be parked on the grass. Recreational vehicles and trailers may only be parked in certain areas, which are clearly marked for recreational purposes. Vehicles not conforming to these rules may be towed away at the owner's expense.
9. **PEST CONTROL:** Residence units are sprayed on a regular basis. If you have a special problem with pests, notify the office and the exterminator will pay special attention on his next visit. You are asked to assist our pest control by maintaining a high standard of good housekeeping. If you have a pet and it becomes necessary to spray for fleas, you must pay an additional charge.
10. **GROUNDS UPKEEP:** The Owner maintains a high degree of grounds maintenance. Owner/Management requests that you help in maintaining our high standards.
11. **DUMPSTERS:** There are dumpsters conveniently located throughout the Rental Community. Please insure that your trash is placed in plastic bags and securely tied before placing it in the dumpster, not beside it. You must break down boxes before placing them in dumpsters.
12. **GUESTS:** You are responsible and liable for the conduct of your family, invitees, licensees and guests. Acts of these persons in violation of the Lease Agreement, or one of these or future rules and regulations, may be deemed by Management to be a breach by you which may result in termination of the Lease Agreement.
13. **POOL:** Pool Regulations are posted at pool area. Children under age _____ must be accompanied by an adult. Older children may use the pool without supervision as long as they have parental permission and behave in a responsible manner.
14. **MOTORCYCLES, MINIBIKES, ETC:** All state regulations that apply on the street will apply in the Rental Community. All vehicles, including motorcycles and mini-bikes, must be properly licensed, and all operators must be licensed as well. No one under age is allowed to operate a motor vehicle of any type on the grounds of the Rental Community at any time. All motorcycles and mini-bikes must be parked in the parking lot, and may not be placed in the rental unit.
15. **PLUMBING:** A charge will be made for unclogging plumbing equipment, in cases where malfunctions are caused by the introduction of improper objects therein, such as toys, cloth objects, grease and other foreign matter. The cost of repair or replacement of other equipment or furnishings of the Owner will be borne by you.
16. **LOCK OUTS:** If you find it necessary to have authorized personnel unlock the rental unit after hours you will be charged a fee of \$_____ payable at time of entry. If this service is not available at the Rental Community it will be necessary to call a locksmith and you will be responsible for locksmith fees.
17. **DRAPERIES:** Window treatments must have white linings or a white shade. Bed linens, towels, tin foil, flags, reflector film, etc. are not acceptable. You are requested to comply within ten (10) days of move-in.
18. **TELEPHONE HOOK-UPS:** Telephones may only be placed at previously wired locations provided by the telephone company. Additional drilling, cutting, or boring for wires is not permitted without written permission from Owner/Management.

19. **WATER BEDS:** Water beds are allowed subject to Owner/Management's prior written approval.
20. **STORAGE:** No goods or materials of any kind or description, which are combustible or would increase fire risk shall be placed in storage areas. Storage in such areas shall be your risk and Owner/Management shall not be responsible for any loss or damages. Heating/air conditioning or water heater closets are not to be used for storage purposes.
21. **RECREATION:** You agree to abide by rules and regulations established for use of recreational and service facilities provided by Owner/Management.
22. **ANTENNAS:** Radio, television, CB or other types of aerials or antennas should not be placed or erected by you on the roof or exterior of any building.
23. **DISTURBING NOISES:** Your family, invitees, licensees and guests shall have due regard for the comfort and enjoyment of all other residents in the Rental Community. Your Residence is your home, free from interruption by Owner/Management, unless you or your guests disturb other residents of the Community. Televisions, stereo units, radios and musical instruments are not to be played at such a volume or time that will annoy persons in other residences.
24. **SIGNS:** You should not display any signs, exterior lights or markings on the rental unit. No awnings or other projections should be attached by you to the outside of the building of which the rental unit is a part.
25. **PATIOS:** All balconies or patios must be kept clean and clear of storage items. Hanging of clothes, garments or rugs over railing of balconies or patios will not be permitted. Patios or balconies should not be used for anything except patio furniture, flower boxes and plants. They are not to be used for storage under any circumstances. For safety, please do not place plants on balcony railings.
26. **PETS:** No pets allowed except with the permission of Owner/Management and the execution of a Pet Addendum. An additional fee will be required, a portion of which is non-refundable. The entire fee may be applied against damages to the residence in the event of default by you under the Lease Agreement.
27. **LAUNDRY ROOM:** If the Rental Community provides laundry facilities, please remove clothing from machines promptly. Do not use tints or dyes. Report any malfunction of machines to the office.
28. **ALTERATIONS:** No apartment alterations allowed without Owner/Management's prior written approval.

To avoid misunderstandings regarding the **SECURITY DEPOSITS** that are made at the time you sign your Lease Agreement, the following information is provided:

RELEASE OF THE SECURITY DEPOSIT IS SUBJECT TO THE FOLLOWING PROVISIONS:

1. Full term of lease has expired and all persons have vacated the Residence.
2. **A written notice** of Intent to Vacate effective the end of the calendar month must be given by the 1st of the calendar month prior to said vacating.
3. No damage to property beyond normal wear and tear.
4. Entire Rental Unit including range, refrigerator, bathroom, closets and cupboards are clean. Refrigerator to be defrosted.
5. No unpaid legal charges, delinquent rents or late fees.
6. **All** keys must be returned.
7. **All** debris, rubbish and discards placed in proper rubbish containers.
8. Forwarding address left with Owner/Management.
9. "Move In Move Out Inspection Report" must be completed when you move in and signed by the Owner/property manager and you. This form must also be completed and signed by both parties when you move out.

QUESTIONS AND ANSWERS ON SECURITY DEPOSIT POLICY:

Q. What charges are made if the prerequisite conditions are not complied with?

A. The costs of labor and materials for cleaning and repairs will be deducted. Also, any delinquent payments including late charges will be deducted.

Q. How is the Security Deposit returned?

A. By a check mailed to your forwarding address. The check is jointly payable and addressed to all persons who sign the Lease Agreement. No pick-ups from the office.

Q. Can the Security Deposit be applied to any rent still outstanding during the lease term?

A. No. All rents must be paid separate and apart from the Security Deposit.

ADDITIONAL RULES AND REGULATIONS (if any):

INITIALS

I/we hereby acknowledge that I/we have read the foregoing Rules and Regulations and hereby agree to abide by each and every one.

Date

Resident

Resident

THIS ADDENDUM IS HEREBY MADE A PART OF THAT CERTAIN LEASE AGREEMENT DATED _____, 20____, EXECUTED BY _____ ("Resident").

RULES AND REGULATIONS

For Single Family Property

The following Rules and Regulations have been established by the Owner/Management and are considered an addendum to your Lease Agreement. Failure to comply with said Rules and Regulations may, at the discretion of Owner/Management, be grounds for termination of the Lease Agreement.

1. RENTAL PAYMENT: Rent is due on the first day of each month. Rent received after 5:00 p.m. on the fifth (5th) must include the late fee specified in the Lease Agreement. Checks which do not include the late fee as required will not be accepted. All late payment checks and charges must be paid by cashier's check, certified check or money order. After you tender two (2) NSF checks during the term of the lease agreement, personal checks will no longer be accepted and all monies due must be paid by cashier's check, certified check or money order. Please mail or deliver your rental payment to: _____

2. MAINTENANCE REQUESTS: Maintenance requests should be made by phone or in writing to the business office. Maintenance hours are weekdays from _____ a.m. to _____ p.m. In case of an emergency, call the office and you will be given an emergency number to call. Emergencies include fire, flood, electrical shortage and sewer back-ups. Your maintenance request cannot be fulfilled if pets are left unattended. It is not our policy to make appointments for maintenance work.

3. LOCKS: You are prohibited from adding, changing or in any way altering locks installed on the doors of the residence.

4. ENTRANCES, HALLWAYS, WALKS AND LAWNS: Entrances, doorways, walks, and lawns should not be obstructed or used for any purpose other than entering and exiting.

5. PERSONAL PROPERTY: Due to legal limitations, it is not possible for us to insure your personal property. It will be necessary for you to obtain rental dweller's coverage at your expense from a local insurance agent to cover any possible loss to personal property.

6. PARKING AREAS: Our driveway, lawn or parking area is not to be used for abandoned or inoperable vehicles. The determination of whether a vehicle is abandoned or inoperable shall be within the discretion of Management, but a vehicle will be deemed to be inoperable if not "street legal." All vehicles must be periodically moved to prevent build-up of dirt and debris. Automobiles should not be parked on the grass. Vehicles not conforming to these rules may be towed away at the owner's expense.

7. PEST CONTROL: Residence is sprayed on a regular basis. If you have a special problem with pests, notify the management and the exterminator will pay special attention on his next visit. You are asked to assist our pest control by maintaining a high standard of good housekeeping. If you have a pet and it becomes necessary to spray for fleas, you must pay an additional charge.

8. LAWN AND LANDSCAPING UPKEEP: The Owner maintains a high degree of lawn maintenance. Owner/Management requests that you help in maintaining our high standards.

9. TRASH: Please insure that your trash is placed in a trashcan with a lid when placed anywhere outside of the rental unit.

10. GUESTS: You are responsible and liable for the conduct of your family, invitees, licensees and guests. Acts of these persons in violation of the Lease Agreement, or one of these or future rules and regulations, may be deemed by Management to be a breach by you which may result in termination of the Lease Agreement.

11. MOTORCYCLES, MINIBIKES, ETC: Except for automobiles and non-commercial small trucks, no vehicles (including motorcycles, trucks, boats or boat trailers, campers, travel trailers, and motorhomes) may be parked on the premises without our prior written consent. All vehicles must be currently licensed with the license displayed as required by law, be in good operating condition; be in compliance with all requirements to operate in public areas including any insurance requirements; and not be unsightly (within our sole discretion). Vehicles must be parked only within spaces provided for parking. No vehicle may be parked in front of dumpsters, blocking other vehicles, on the grass, outside the boundaries of a single designated parking space or driveway, or in entrances or exits. Any violations of the foregoing rules will subject the vehicle to being towed without notice at the owner's expense. We are not liable for any damage arising as a result of towing. You acknowledge that it is your responsibility to advise your invitees of these vehicle policies, and you further agree to determine in each case that they have complied therewith. You agree to indemnify and hold us harmless for any claims by your invitees for the towing of their vehicles for violation of these policies; you agree to pay for said towing and other charges related thereto as additional rent to be paid immediately. We may impose additional parking regulations including limiting the number of vehicles which you or your invitees may park on the premises. No vehicle maintenance or repairs or similar activities may be performed on the premises.

12. PLUMBING: A charge will be made for unclogging plumbing equipment, in cases where malfunctions are caused by the introduction of improper objects therein, such as toys, cloth objects, grease and other foreign matter. The cost of repair or replacement of other equipment or furnishings of the Owner will be borne by you.

13. LOCK OUTS: If you find it necessary to have authorized personnel unlock the rental unit after hours you will be charged a fee payable at time of entry. If this service is not available it will be necessary to call a locksmith and you will be responsible for locksmith fees.

14. DRAPERIES: Window treatments must have white linings or a shade. Bed linens, towels, tin foil, flags, reflector film, etc. are not acceptable. You are requested to comply within ten (10) days of move-in.

15. TELEPHONE HOOK-UPS: Telephones may only be placed at previously wired locations provided by the telephone company. Additional drilling, cutting, or boring for wires is not permitted without written permission from Owner/Management.

16. WATERBEDS: Waterbeds are allowed subject to Owner/Management's prior written approval.

17. **STORAGE:** No goods or materials of any kind or description, which are combustible or would increase fire risk shall be placed in storage areas. Storage in such areas shall be your risk and Owner/Management shall not be responsible for any loss or damages. Heating/air conditioning or water heater closets are not to be used for storage purposes.

18. **ANTENNAS:** Radio, television, CB or other types of aerials or antennas should not be placed or erected by you on the roof or exterior of any building.

19. **DISTURBING NOISES:** Your family, invitees, licensees and guests shall have due regard for the comfort and enjoyment of your neighbors. Your Residence is your home, free from interruption by Owner/Management, unless you or your guests disturb your neighbors. Televisions, stereo units, radios and musical instruments are not to be played at such a volume or time that will annoy neighbors.

20. **PATIOS:** All balconies or patios must be kept clean and clear of storage items. Hanging of clothes, garments or rugs over railing of balconies or patios will not be permitted. Patios or balconies should not be used for anything except patio furniture, flower boxes and plants they are not to be used for storage under any circumstances. For safety, please do not place plants on balcony railings.

21. **PETS:** No pets allowed except with the permission of Owner/Management and the execution of a Pet Addendum. An additional fee will be required, a portion of which is non-refundable. The entire fee may be applied against damages to the residence in the event of default by you under the Lease Agreement.

22. **ALTERATIONS:** No alterations allowed without Owner/Management's prior written approval.

To avoid misunderstandings regarding the **SECURITY DEPOSITS** that are made at the time you sign your Lease Agreement, the following information is provided:

RELEASE OF THE SECURITY DEPOSIT IS SUBJECT TO THE FOLLOWING PROVISIONS:

1. Full term of lease has expired, and all persons have vacated the Residence.
2. **A written notice** of Intent to Vacate effective the end of the calendar month must be given by the 1st of the calendar month prior to said vacating.
3. No damage to property beyond normal wear and tear.
4. Entire Rental Unit including range, refrigerator, bathroom, closets and cupboards are clean. Refrigerator to be defrosted.
5. No unpaid legal charges, delinquent rents or late fees.
6. **All** keys must be returned.
7. **All** debris, rubbish and discards placed in proper rubbish containers.
8. Forwarding address left with Owner/Management.
9. "Move-in/Move Out Inspection Form" must be completed when you move in and signed by the Owner/property manager and you. This form must also be completed and signed by both parties when you move out.

QUESTIONS AND ANSWERS ON SECURITY DEPOSIT POLICY:

Q. What charges are made if the prerequisite conditions are not complied with?

A. The costs of labor and materials for cleaning and repairs will be deducted. Also, any delinquent payments including late charges will be deducted.

Q. How is the Security Deposit returned?

A. By a check mailed to your forwarding address. The check is jointly payable and addressed to all persons who sign the Lease Agreement. No pick-ups from the landlord or management.

Q. Can the Security Deposit be applied to any rent still outstanding during the lease term?

A. No. All rents must be paid separate and apart from the Security Deposit.

ADDITIONAL RULES AND REGULATIONS (if any):

INITIALS

I/we hereby acknowledge that I/we have read the foregoing Rules and Regulations and hereby agree to abide by each and every one.

Date

Resident

Resident

MOVE IN/MOVE OUT INSPECTION FORM

Resident(s) Name _____ Date _____
 Address _____ Unit # _____

PRE/AT OCCUPANCY	ND= No Damage				POST OCCUPANCY					
Item	Condition unless noted otherwise	Exception			Move Out Condition			Cost per item to clean or replace	#	Total Cost
Kitchen:										
Floors	Clean, ND							10		
Walls/Ceiling	Paint Good							10		
Counters	Paint Good							10		
Cabinets/Drawers	Clean, ND							10		
Stove/Oven	Clean, ND							25		
Drip Pans	Clean, ND							5		
Hood, Filter Fan	Clean, ND							25		
Refrigerator	Clean, ND							15		
Dishwasher	Clean, Working, ND							5		
Sink & Stopper	Clean, Working, ND							10		
Lights	Clean, Working							10		
Windows/ Track, Screens	Clean, No Breaks							15		
Other:										
Living & Dining Area:										
Floor/Carpet	Clean, ND or spots							50		
Carpet Rips/Tears/Burns	Clean, ND							25		
Vacuuming Only	Clean, ND							10		
Walls/Ceiling	Paint Good							20		
Lights, Dimmer Switch	Working, Clean							12		
Heating, AC	Working, Clean							10		
Blinds	Clean, Working							30		
Windows/Tracks, Screens	Clean, ND							15		
Fireplace	Clean, ND							2		
Ceiling Fans	Clean, ND							10		
Bedroom:		1	2	3	1	2	3			
Floor/Carpet	Clean, ND							20		
Carpet Rips/Tears/Burns	Clean, ND							25		
Vacuuming Only	Clean, ND							10		
Walls/Ceiling	Paint Good, ND							20		
Lights, Dimmer Switch	Clean, Working, ND							15		
Blinds	Clean, ND							25		
Windows/Tracks, Screens	Clean, No Breaks							15		
Closets	Clean, ND							5		
Other:										
Bathroom:		1	2		1	2				
Floor	Clean, ND							10		
Walls/Ceiling	Paint Good, ND							10		
Sink	Clean, ND							5		
Vanity/Counter	Clean, ND							10		
Vent Fan	Clean, Working							10		
Lights	Clean, Working							5		
Tile/Grout	Clean, ND							15		
Bath/Shower Enclosure	Clean, ND							10		
Toilet	Clean, ND							10		



Phase 3:

**During
Your
Tenant's
Residency**

**“Why not go out on a limb?
Isn't that where the fruit is?”**

During a lease term, certain scenarios may occur that you may have questions about. Some of the most common are addressed below.

To ensure your notices are filled out correctly, read our legal section of this manual BEFORE issuing any of the forms referenced below.

If you have further questions or are uncertain about a legal aspect of landlording, please consult a landlord tenant or eviction attorney.

Section 1

Late Rent



STUDY SESSION

RENT COLLECTION

Landlording/property management is a very interpersonal job. You have to be able to work with many different types of individuals and wear many different hats day to day. One of the most uncomfortable tenant conversations you will have is about late rent. Many regret or just flat out refuse to deal with this subject. Obviously, this is an unrealistic approach to take, considering rent is the major source of income for rental property. Rental income usually pays the mortgage on the property. You should deal with the subject of late rent head on.

As I said before, rent collection is a major source of income for rental property. This will be one of the most important tasks you will have. A very important tool to have is a well-written lease contract that will clearly spell out the terms and the conditions of the rental payments within the lease contract.

1. Be very persistent. Always remind a tenant when he or she has not paid rent.
2. Follow your procedure to help provide consistency.



**Be very firm.
Do not allow people to mistake your
kindness for a weakness.**

Typically, a landlord/property manager will choose to use a computer software program to assist with keeping all the tenants account ledgers in order. Through software, landlords/property managers gain the ability to better manage the property. In addition, the software program will offer financial controls as well as very valuable reporting functions. In a nutshell, property management software provides a very easy avenue for providing a high quality look and feel to your business.

One of the most important reports you should review often will be the delinquency report. The delinquency report will list individually all the tenants who are behind on their rent or who have unsettled balances. *(The delinquency report should be reviewed no less than 3 times a month.)*

What is a delinquency report?

A delinquency report will quickly tell the property manager or landlord which tenant(s) is in the rears with their rent and any other balances due. It is common to run a delinquency report on the 6th, 15th, and 20th of the month. After you deliver your Three Day Notices and they expire, you should evaluate a delinquency report to see who has still not paid rent. Then follow these steps:

- Step 1: Pull all delinquent files.
- Step 2: Gather application, lease, and Three Day Notice
- Step 3: Send file to your eviction attorney. You can find recommended attorneys on our website, www.landlording101.com.

It is recommended that the landlord or property manager fully understand how to pull a delinquency report from their property management software or how to create a delinquency report from scratch.

Another commonly used report used by a landlord/property manager is the “rent roll”. The rent roll is a very detailed record of occupancy and rent collection activity. It should include any and all addresses, each tenants’ move in date, lease expiration date, current rental rate, and the current tenant balance for the current month. This report will typically be used as the foundation that will support all other types of reports associated with the rental property.

Rent is due on the day of the month specifically stated in your lease, usually the first day of each month. Most Landlords give a 3-5 day grace period. This means rent can be paid no later than the third or fifth day, respectively, of the month before late fees are applied and a **Three Day Notice** (See **Form 3a**) is delivered. After the grace period is over, rent and the late fee must be paid in the form of a money order or certified check. A personal check is no longer acceptable.

Example: If your grace period expires on the fifth day of the month, the Three Day Notice is delivered on the sixth. Be sure to read “The Rights & Wrongs of The Three Day Notice” in our Legal Section of this manual.

Three-Day Notice Rules

- A Three Day Notice is a form required by Chapter 83 of the Florida Statutes to be delivered prior to any legal action taken for the tenant not paying rent.
- Keep in mind the Three Day Notice excludes the day of delivery, Saturday, Sunday, and legal holidays from calculation of the notice expiration date. (See **Form L1** list of legal holidays.)
- Remember a Three Day Notice is not hard to fill out, but consequently this form is the most abused form. **Form L3** shows how a Three Day Notice should be filled out properly.
- The amount owed should be the rent only, not any late fees *unless your lease specifies you can include late fees as “additional rent”*. The lease in this manual does provide this language.
- Make sure you count a full three days, again excluding the date of delivery, Saturdays, Sundays, or legal holidays, and then write the appropriate expiration day on the form.

Step 1: Fill out a **Three Day Notice**. (See **Form L3** for directions on how to properly complete this form.) This form should be completed and delivered on the first day the grace period expires.

Step 2: Deliver the Three Day Notice by placing it on the door of the delinquent tenant. If the tenant is not home, mark the notice to indicate how it was delivered on the tenant’s copy and your file copy.

Step 3: If three days pass and rent has not been paid, begin the eviction process immediately. Eviction is a specific legal process with particular rules that must be followed exactly and in the proper sequence. The wrong move can turn the tables in your tenant’s favor. See the Eviction Process Flowchart (See **Form L2**) for step-by-step instructions. A conservative estimate for a timely eviction, from filing suit to physical removal of your tenant, is three to four weeks.

*We always recommend the use of an eviction attorney.

Section 2

Accepting Partial Rent

Accepting partial rent is a practice commonly used by a landlord or property manager. The procedure is when a resident only pays part of his or her rent. The property manager will accept the partial payment while reissuing another Three Day Notice for the remaining balance. This Three Day Notice should be reissued on the spot, as soon as partial rent is accepted.

*****WARNING*****

Be careful of accepting partial rent. The reason is that the tenant could use that extra three days the notice gives them to file bankruptcy. If a tenant files bankruptcy the property manager must stop all attempts to collect rent. A tenant filing bankruptcy will also stop an eviction cold.

If your tenant does file for bankruptcy, call your attorney who will check with the Federal Bankruptcy Court to see if a bankruptcy has actually been filed. The attorney will then prepare a motion to obtain relief from the automatic stay of bankruptcy. You must petition the bankruptcy court to allow the stay to be lifted for the purpose of the landlord or property manager to collect the debt or to continue to move forward with the eviction. This process can typically take 30-45 days with regard to the different chapters a tenant can file for bankruptcy. The longest period could take up to 45-60 days.

All this quickly adds up to lost money and a very unhappy owner, and we can afford to have neither! Something to think about next time we find ourselves accepting partial rent.

Section 3

Handling Returned Checks

If a resident has a returned check, that tenant's account ledger should be considered unpaid and delinquent. Follow the steps in Section 1 regarding late rent.

Follow these steps to address the NSF check:

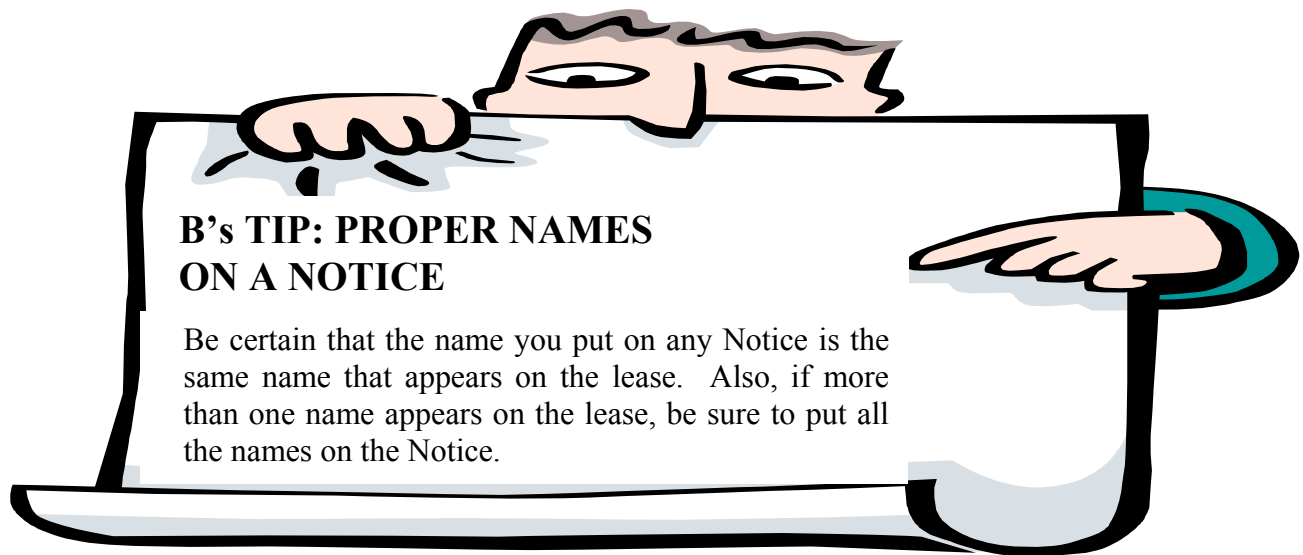
- Step 1: Send a **Dishonored Check Notice (Form 3e)** to the tenant and include a Three Day Notice ASAP. This will inform the tenant of his or her delinquency.
- Step 2: Make a copy of the **Dishonored Check Notice (Form 3e)** and copy of the notification received from the bank alerting you of the NSF. Also make a copy of the check. Place in your tenant's file.
- Step 3: Update the tenant's account ledger either manually or in your property management software. Add your NSF charge as indicated in your lease. It is very important you update the account ledger immediately upon receiving the NSF notice.
- Step 4: Add tenant's name, address, check amount, and check number to your monthly NSF log. Use this log to follow up and make sure all NSF checks are collected.

Section 4

Tenants Who Break The Rules

What if a tenant breaks the rules?

- Step 1: Issue a **Disturbance Notice** (See Form 3d). Be detailed in your description of the disturbance.
- Step 2: Deliver the Disturbance Notice by placing it on the tenant's door or delivering it directly to the tenant.
- Step 3: Be sure to note any subsequent conversations and/or correspondence in your tenant's file.
- Step 4: If a tenant continues to break the rules, issue a **Seven Day Notice to Cure** (See Form 3b). Be very detailed with the subject matter on the Notice.



- Step 5: Deliver the Seven Day Notice by placing it on the tenant's door or delivering it directly to the tenant.

- Step 6: Be sure to note any subsequent conversations and/or correspondence in your tenant's file.
- Step 7: If a tenant continues to break the rules after the Seven-Day expires, you have the legal right to send a **Seven Day Notice to Terminate Lease** (*See Form 3c*).

To ensure your notices are filled out correctly, read our legal section of this manual BEFORE issuing any of the forms referenced.



STUDY SESSION

USING THE PROPER NOTICE

Below are suggested examples of when to use certain notices. If you have a question about the appropriate notice to use, you should consult a landlord-tenant eviction attorney.

Disturbance Notice:

- Use for disturbances, loud music, arguing, parties, etc.

Seven Day to Cure

- Continued, documented disturbances
- Illegal Occupant (a person moved in who is not on the lease)
- Illegal Pet
- Uncleanliness
- Damages

Seven Day to Vacate

- Severe continued, documented disturbances
- Illegal Activity
- Extensive damages

Section 5

Gaining Entry To A Tenant's Rental Unit

Many states have laws in place requiring the landlord/property manager to send a notice alerting the tenant of the landlords/property manager's intent to enter the rental unit for a non-emergency reason. Required or not, it is good tenant relation practice to always provide a notice for entry for a non-emergency reason.

You will always have the right to enter without the permission of the tenant for an emergency. Cases where there is not sufficient time to alert the tenant of an emergency include:

- a. Fire or smoke coming from the doors and windows
- b. Excessive water leaking out of doors, windows, floors, walls or ceilings
- c. Loud screaming
- d. A smell of natural gas
- e. No answer at door or not hearing from a tenant for an unusually long period of time

TIPS TO NOTIFYING TENANT:

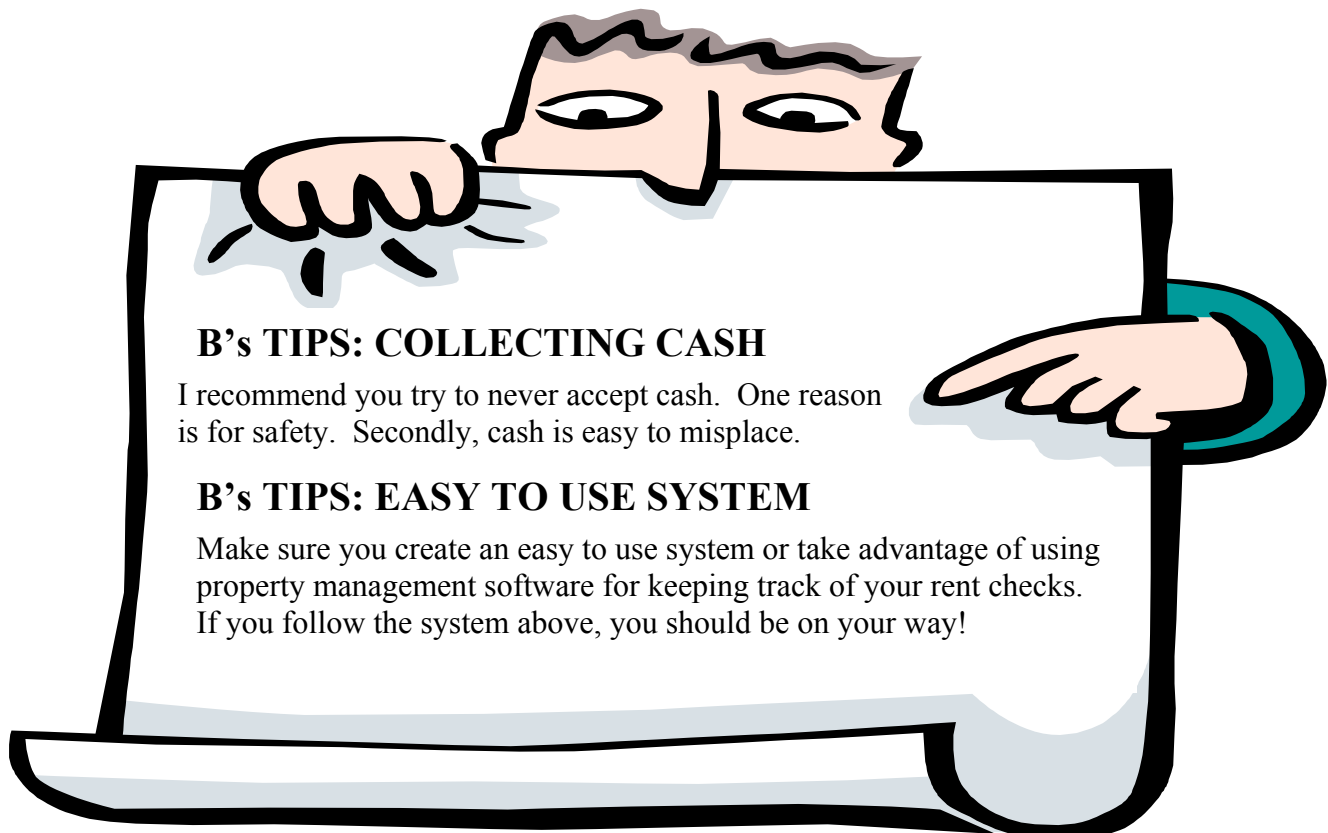
- a. Always provide the tenant with a written notification – **Notice of Intent to Enter** (*Form L14*)
- b. Give the tenant as much notice as possible. (Check with your local landlord tenant attorney for any required compliance.)
- c. Try to enter the unit while the tenant is home, to avoid any claims of theft.
- d. Do not force your way in the tenant's home if there are no emergencies.
- e. Follow all entry procedures in your operations manual to provide consistency.
- f. Follow your operations manual for dealing with maintenance issues. Always have the maintenance technician leave the "work performed" letter behind notifying the tenant that they were there and of the work that was performed. (*Review Phase 4: Maintenance for more detail about the work order forms that should be used.*)

Section 6

Rent Collection

Knowing that rent is due on the 1st, with a grace period through the 5th day of the month, or however you choose to set up your grace period, you should collect all rent checks by the 5th or the last day of your grace period.

- Step 1: Make photocopies of all rent checks and money orders used to pay rent.
- Step 2: Post your checks in a ledger to reflect which tenant has paid rent. If you do not have property management software, you should post your checks or money orders in a program that will keep track of and balance your books.
- Step 3: Endorse all checks “*for deposit only*” on the back of each.
- Step 4: Take checks to the bank as soon as possible. When you receive your deposit slips, staple the copies of the checks reflected on that deposit slip to it. Match these slips to your ledger entries. Staple and file the ledger. Continue this process each time you receive and deposit checks. Separate your records by month to create an easy to use system. Keep your records in a safe place, but where you can easily access them if a tenant has a question or dispute regarding rent payment.



B's TIPS: COLLECTING CASH

I recommend you try to never accept cash. One reason is for safety. Secondly, cash is easy to misplace.

B's TIPS: EASY TO USE SYSTEM

Make sure you create an easy to use system or take advantage of using property management software for keeping track of your rent checks. If you follow the system above, you should be on your way!

TO: Mr. Michael Jordan DATE: 06/05/02
1023 Bulls Drive
Tampa, Florida 33615

Form 3a (Three Day Notice)
SAMPLE



Sun	Mon	Tue	Wed	Thu	Fri	Sat
				<u>Rent Due</u> 1	2	3
4	<u>Grace Period</u> 5 <u>Expires</u>	<u>Issue 3 Day</u> 6 <u>Notice</u>	<i>Day 1</i> 7	<i>Day 2</i> 8	<i>Day 3</i> 9 <i>Expires at Midnight</i>	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31



Sun	Mon	Tue	Wed	Thu	Fri	Sat
					<u>Rent Due</u> 1	2
3	4	<u>Grace Period</u> 5 <u>Expires</u>	<u>Issue 3 Day</u> 6 <u>Notice</u>	7	8	9
10	<u>3 Day</u> 11 <u>Notice Expires</u>	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

THREE DAY NOTICE
TO PAY RENT OR DELIVER POSSESSION

TO: _____ DATE: _____

YOU ARE HEREBY NOTIFIED THAT YOU ARE INDEBTED TO US IN THE SUM OF:
\$ _____

FOR THE RENT AND USE OF THE ABOVE REFERENCED PREMISE IN _____
COUNTY, FLORIDA, NOW OCCUPIED BY YOU AND THAT WE DEMAND PAYMENT OF SAID RENT OR
THAT YOU SURRENDER POSSESSION OF THE SAID PREMISES WITHIN THREE (3) DAYS
(EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS) FROM THE DATE OF DELIVERY OF
THIS NOTICE:

ON OR BEFORE THE _____ DAY OF _____ 200____.

YOUR FAILURE TO COMPLY WITH THIS NOTICE MAY RESULT IN EVICTION PROCEEDINGS BEING
INSTITUTED AGAINST YOU PURSUANT TO SECTION 83 FLORIDA STATUTES. WE WILL RETAKE
POSSESSION FOR YOUR ACCOUNT IN THE EVENT YOU VACATE OR ARE EVICTED. YOU WILL BE
HELD LIABLE FOR PAST DUE RENT, AND, FUTURE RENT DUE UNDER THE FULL TERM OF YOUR
RENTAL AGREEMENT MINUS ANY RENT RECEIVED FROM RERENTING THE PREMISES, ANY
CHARGES DUE UNDER THE TERMS OF YOUR RENTAL AGREEMENT, DAMAGES TO THE PREMISES,
ATTORNEYS' FEES AND COURT COSTS.

Owner/Agent Signature and Printed Name

Property/Company Name

Property/Company Address

Telephone Number

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above notice was:

_____ delivered to _____ by hand

_____ posted on the promises described above in the tenants absence

on _____, 200____.

By:

Owner/Agent

SEVEN DAY NOTICE OF NON-COMPLIANCE
(WITH OPPORTUNITY TO CURE)

TO: _____ DATE: _____

YOU ARE NOTIFIED THAT YOU HAVE VIOLATED YOUR RENTAL AGREEMENT AND/OR FLORIDA LAW AS FOLLOWS:

DEMAND IS HEREBY MADE THAT YOU REMEDY THE NON-COMPLIANCE(S) WITHIN SEVEN (7) DAYS OF RECEIPT OF THIS NOTICE OR YOUR RENTAL AGREEMENT SHALL BE DEEMED TERMINATED AND YOU SHALL VACATE THE PREMISES UPON SUCH TERMINATION. IF THIS SAME CONDUCT OR CONDUCT OF A SIMILAR NATURE IS REPEATED WITHIN TWELVE (12) MONTHS, YOUR TENANCY IS SUBJECT TO TERMINATION WITHOUT YOUR BEING GIVEN AN OPPORTUNITY TO CURE THE NON-COMPLIANCE(S).

WE WILL RETAKE POSSESSION FOR YOUR ACCOUNT IN THE EVENT YOU VACATE OR ARE EVICTED. YOU WILL BE HELD LIABLE FOR PAST DUE RENT, AND, FUTURE RENT DUE UNDER THE FULL TERM OF YOUR RENTAL AGREEMENT MINUS ANY RENT RECEIVED FROM RERENTING THE PREMISES, ANY CHARGES DUE UNDER THE TERMS OF YOUR RENTAL AGREEMENT, DAMAGES TO THE PREMISES, ATTORNEYS' FEES AND COURT COSTS.

Owner/Agent Signature and Printed Name

Property/Company Name

Property/Company Address

Telephone Number

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above notice was:

_____ delivered to _____ by hand
_____ posted on the promises described above in the tenants absence
on _____, 200____.

By:

Owner/Agent

SEVEN DAY NOTICE OF NON-COMPLIANCE **NOTICE OF TERMINATION**

TO: _____ DATE: _____

YOU ARE ADVISED THAT YOUR TENANCY IS TERMINATED EFFECTIVE IMMEDIATELY. THIS NOTICE IS AUTHORIZED BY SECTION 83 FLORIDA STATUTES. YOU SHALL HAVE SEVEN (7) DAYS FROM DELIVERY OF THIS NOTICE TO VACATE THE PREMISES. THIS ACTION IS TAKEN BECAUSE:

WE WILL RETAKE POSSESSION FOR YOUR ACCOUNT IN THE EVENT YOU VACATE OR ARE EVICTED. YOU WILL BE HELD LIABLE FOR PAST DUE RENT, AND, FUTURE RENT DUE UNDER THE FULL TERM OF YOUR RENTAL AGREEMENT MINUS ANY RENT RECEIVED FROM RERENTING THE PREMISES, ANY CHARGES DUE UNDER THE TERMS OF YOUR RENTAL AGREEMENT, DAMAGES TO THE PREMISES, ATTORNEYS' FEES AND COURT COSTS.

Owner/Agent Signature and Printed Name

Property/Company Name

Property/Company Address

Telephone Number

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above notice was:

_____ delivered to _____ by hand

_____ posted on the promises described above in the tenants absence

on _____, 200____.

By:

Owner/Agent

DISTURBANCE NOTICE

TO: _____

DATE: _____

YOU UNREASONABLY DISTURBED YOUR NEIGHBORS BY: _____

IF YOU UNREASONABLY DISTURB YOUR NEIGHBORS AGAIN DURING THE NEXT 12 MONTHS, YOUR LEASE MAY BE TERMINATED AND YOU MAY BE REQUIRED TO VACATE YOUR APARTMENT WITHIN 7 DAYS OF TERMINATION. IF YOUR LEASE IS TERMINATED, WE WILL RETAKE POSSESSION OF YOUR APARTMENT FOR YOUR ACCOUNT PURSUANT TO FLORIDA STATUTE 83.595. YOU WILL STILL BE LIABLE FOR RENT AND LATE CHARGES UNTIL THE LEASE EXPIRES, LESS ANY RENT WE RECEIVE FROM RE-RENTING THE PREMISES. IF SUIT IS FILED YOU ALSO WILL BE LIABLE FOR OUR SUIT COSTS INCLUDING ATTORNEY'S FEES.

Owner/Agent Signature and Printed Name

Property/Company Name

Property/Company Address

Telephone Number

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above notice was:

_____ delivered to _____ by hand

_____ posted on the promises described above in the tenants absence

on _____, 200____.

By:

Owner/Agent

DISHONORED CHECK NOTICE

_____, 200 _____
(date)

(name of check writer)

(rental unit street address & number)

(city, county, state, zip)

You are hereby notified that a check, numbered _____, in the face amount of \$ _____, issued by you on _____(date)_____, drawn upon _____(name of bank) _____, and payable to _____, has been dishonored. Pursuant to Florida law, you have 7 days from receipt of this notice to tender payment of the full amount of such check plus a service charge of \$25.00, if the face value does not exceed \$50, \$30, if the face value exceeds \$50 but does not exceed \$300, \$40, if the face value exceeds \$300, or an amount of up to 5 percent of the face amount of the check, whichever is greater, the total amount due being \$ _____ and _____ cents. Unless the amount is paid in full within the time specified above, the holder of such check may turn over the dishonored check and all other available information relating to this incident to the state attorney for criminal prosecution. You may be additionally liable in a civil action for triple the amount of the check, but in no case less than \$50.00, together with the amount of the check, a service charge, court costs, reasonable attorney fees, and incurred bank fees, as provided in s. 68.065 if payment is not made within 30 days.

(community name, if any)

(signature)

(street address)

(name and title)

(city)

(telephone number)

Sent certified mail # _____ on _____.

Mailed by:

(signature of person who mailed)

A pink outline of a house with a triangular roof and a rectangular body. The text is centered within the house shape.

Phase 4:

Maintenance
Readying a
Unit, Repairs,
&
Preventative

**“The most successful business person is the one with
the most information.”**

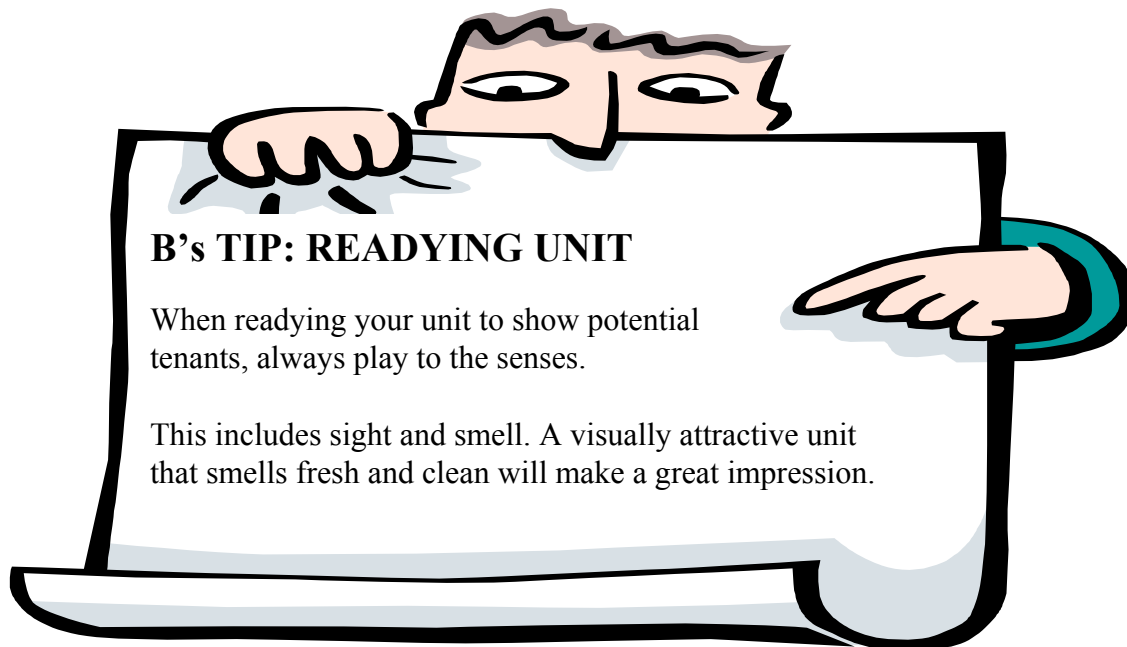
This Phase contains a general overview of maintenance and some common forms you will need. For a more comprehensive Maintenance Guide, including Troubleshooting and Tips for Working with a Maintenance Tech or Contractor, visit the Members Section of our website, www.landlording101.com.

Section 1

Preparing a Rental Unit for Occupancy

Your focus at this point is to fix up, paint and clean the unit so you can lease it to a new tenant. Basically, you want to dress up the rental unit and make it attractive so that a good prospect will want to rent it from you and pay the rental price you are requesting.

Keep in mind that time is of the essence. You want to rent your unit as soon as possible!



B's TIP: READYING UNIT

When readying your unit to show potential tenants, always play to the senses.

This includes sight and smell. A visually attractive unit that smells fresh and clean will make a great impression.

- Step 1: The following is a basic checklist for readying your unit:
- Clean all appliances.
 - Clean cabinets, inside and outside.

- Remove all non-adhesive shelf paper.
- Clean the showers and bathtubs.
- Clean all sinks.
- Clean toilets.
- Clean medicine cabinet, inside and out.
- Clean mirrors.
- Dust mini blinds.
- Change A/C filter.

Keeping it short, clean and dust everything! Leave no stone unturned.

Step 2: Remove any items left in the unit from the last tenant. No new tenant wants to be reminded someone else lived there. They want to feel as if this is their home. Be sure to check top shelves and closets.

Step 3: Clean carpets!

Step 4: Touch up paint if necessary.

For a comprehensive “Make Ready Checklist” visit the Members Section on our website at www.landlording101.com.



Often said and often forgotten:
“There is never a second chance to make a first impression!”

Section 2

Repairs

Tenants renting a house will expect less maintenance services than apartment tenants. They will tend to do more things for themselves, rather than bothering the landlord or owner. However, no matter what type of property you are renting, you will be involved and responsible for certain repairs.

Step 1: Inform your tenant of who they should contact if they need something repaired and the phone number to contact them at.
(If this is an office, be sure to give them a contact and number for emergency repairs that may occur at night, on weekends, or holidays.)

You should have informed your tenant during your first walk through of the residence of certain components that may be important during an emergency, such as:

- Where the water shut off valve is.
- Where the main breaker is.
- Where the hot water tank is and how to detect problems with the components.

Step 2: Set clear expectations from the beginning with your tenant on how long a repair will take and your response time.

Step 3: When a tenant does call with maintenance needs, always fill out a **Work Order** (*See **Form 4a***). Once completed, place a copy in the tenant's file. Place a second copy in a file containing only work orders. This second file will give you help you forecast when your property will need major repairs and renovations by paying attention to the types of repairs that are being made.

Section 3

Preventative Maintenance

Taking a proactive approach to preventative maintenance will save you a lot of money and time in the long run. It will also play a big part in keeping your tenants happy and increasing your tenant retention.

Basically, Preventative Maintenance consists of two parts. The first is setting up a schedule to replace certain items in your rental units to prevent them from wearing out and causing major (expensive) damage. Several of these items should be replaced as the seasons change to compensate for the damage that can occur from weather.

The second part of Preventative Maintenance is setting a schedule to routinely check certain appliances and items, to be sure they are not wearing out. Often if you catch something in its beginning stages the repair is much smaller, such as simply a hose. Also, if an appliance or plumbing is leaking, repairing this early will help to prevent water damage to the walls, floors, carpets, etc.

We have provided a **Preventative Maintenance Checklist**. (See **Form 4b**) We recommend you complete this checklist at least twice a year, once in the Spring and once in the Fall.

As you conduct your maintenance checks, keep track of each of your appliances and fixtures, along with their life expectancy and warranty dates. This will help you budget when you will need to spend money on new appliances and fixtures. You should create a “Reserve for Replacement Budget”. This is money set aside for replacing items as they wear out or for emergency repairs.



WORDS OF WISDOM:

“A wise man sees danger ahead and prepares for it, while a fool goes blindly on and suffers the consequences.”

Section 4

Key Control

The key control system is very important. It is a good practice to not allow the use of master keys.

Steps for key control:

- Step 1: It is the property manager or landlord's responsibility to maintain strict key control.
- Step 2: All office personnel and tenants must strictly adhere to the rules of key control.
- Step 3: Keys should be stored in a key cabinet. The cabinet must stay locked at all times. Only property manager or landlord should have the key to the key cabinet and only the landlord or property manager should release the key to a fellow employee.
- Step 4: Code all keys with a random code system. Do not make reference to a building or residence. Store key code away from key cabinet.
- Step 5: Place 2 keys in the key cabinet for each apartment unit or residency at move in one key per adult should be issued. Tenants may be charged for extra keys.
- Step 6: Make sure all keys are returned at move out. The total amount of keys should be documented on Notice to Impose Claim on Security Deposit if you are charging for not returning keys.
- Step 7: Anytime keys are issued to a tenant, vendor, or staff, it should be noted in a key control log located in the general area of the key cabinet. Do not allow for the vendor, tenant, or employee to keep the keys overnight. All keys must be brought back by the end of the business day.
- Step 8: A well-maintained key log should be kept as follows:
 - Date key was borrowed
 - Write name of individual checking out the key
 - Note the time the key was issued
 - Note the time the key was returned

WORK ORDER

Date & Time	
Resident Name	
Address	

Type of Work to be Performed

Tools Needed to Complete Work

Maintenance Tech or Contractor's Name or Company Name

Price of labor/parts	# of hours or parts	Total Cost
	TOTAL COSTS	

Work Performed By	Date

Notes:

Perforated Portion Below is to Be Completed and Left in Unit



NOTICE OF ENTRY TO RESIDENCE

Date:	Time Entered:
Reason For Entering: Maintenance	Time Left:
Work Completed By:	
Work Performed:	
Notes:	

Preventative Maintenance Checklist

Date: _____ Inspected by: _____

Address: _____

Pets: ____ Yes ____ No

Unit Condition: ____ Good ____ Fair ____ Poor

Category	Check Where Available	Condition			Work Completed/ Notes
		<u>Good</u>	<u>Fair</u>	<u>Poor</u>	
Plumbing					
Leaks/Drips:					
#1 Bath Fixtures					
#2 Bath Fixtures					
#3 Bath Fixtures					
Heating/AC:					
Change Filter					
Thermostat Operation					
Appliances:					
Gas Water heater					
Gas Heater Venting					
Electric Water Heater					
Refrigerator Coils					
Gas Furnace:					
Venting/Heat Exchanger					
Burners					
Evaporator Motor					
Fire Safety:					
Check Smoke Alarm:					
Hard Wired					
Battery					
Fire Extinguisher (pressure gauge)					
Safety:					
Check Sliding door locks:					
Charlie Bar					
Pin					
Additional Locks					
Windows/Locks					
Check Handrails:					
Patio					
Balcony					
Alarm System					

Additional Comments: _____

A pink outline of a house with a triangular roof and a rectangular body. The text is centered within the house shape.

Phase 5:

**Approaching
the End
of a
Lease**

**An empty rental unit stays clean, but there is no income
in an empty apartment.”**

Section 1

Approaching The End Of A Lease Term



STUDY SESSION

NEW LEGAL CHANGE REGARDING 30-DAY NOTICE

Prior to July 1, 2004 a landlord or property manager typically required a tenant to give them a 30 day written notice if the tenant wanted to vacate the rental. Usually having this information in the lease was adequate enough. If the tenant failed to provide this notice, he or she would be subject to penalties, usually forfeiture of his or her security deposit.

There is a new law, Florida Statute 83.575 that was recently added which states a landlord or property manager may still ask a tenant to provide written notice of his or her intent to vacate up to 60 days in advance. However, now the landlord or property manager must give the tenant written notice of his or her notice obligation within 15 days of the beginning of the required notice period. So basically, the landlord or property manager must give the tenant notice that it is time for them to provide a notice to vacate. The notice must include any requirements of the notice of intention to vacate, such as how it should be given, any fees, penalties and/or other charges that will be placed upon the tenant if he or she should not give the notice of intention to vacate. We have provided a sample form for the landlord or property manager to use. **Notice of 30 Day Required Notice Period (Form 5d).**

There is no specific law on how the landlord or property manager must deliver the notice so here are a few recommended choices:

1. Hand delivery
2. Post the notice on the door

Make sure that your lease you are using allows for this type of delivery of notices. The lease in this manual does allow either choice of delivery above.

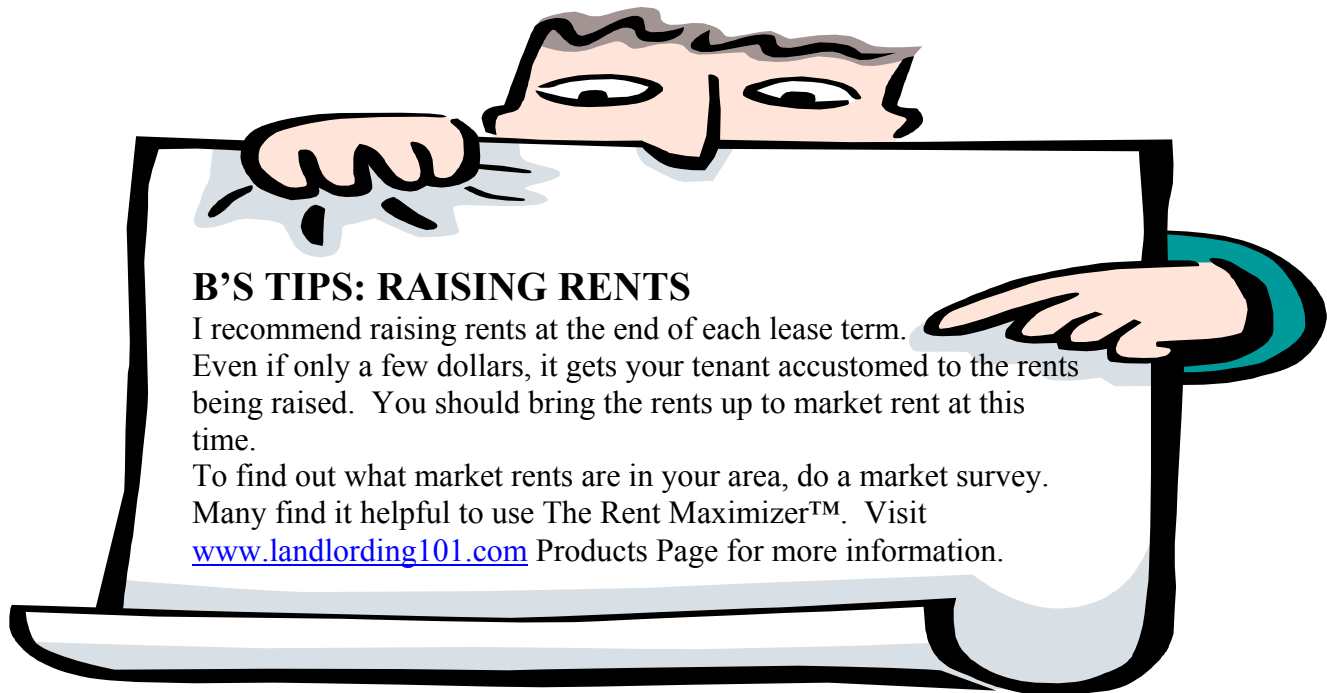
- Step 1: Landlord or property manager provides tenant written notice of approaching notice obligation period not more than 45 days prior to the end of the lease term and not less than 31 days before the end of the lease term. (**Form 5d**)
- Step 2: A Tenant is required to give a 30-day notice *in writing*.
- Step 3: If you receive a notice from the tenant telling you of his or her intent to vacate, log the 30-day notice form in tenant's file.
- Step 4: You should then immediately send a letter explaining that it was a pleasure having them as a tenant and you wish them all the best in the future. You should also take this time to explain to them your requirements upon move out. The letter explains in detail the condition rental unit should be left in. It will also explain your inspection procedures, list the legal deductions you subtract from their security deposit, and tells the vacating tenant when and how their refund, if any, will be returned.

Basic Elements of a Move-Out Letter:

- a. Request a forwarding address
- b. Inform that any and all fixtures the tenant has permanently attached to the rental unit must be left in place. (A common example is a satellite dish.)
- c. Spell out any specific cleaning requirements.
- d. Also add any state law information that lets you, as the landlord/property manager to keep the deposit if the tenant did not provide a forwarding address within a certain time frame. (Note, this is only available in certain states.)

If you choose to renew the lease with your tenant:

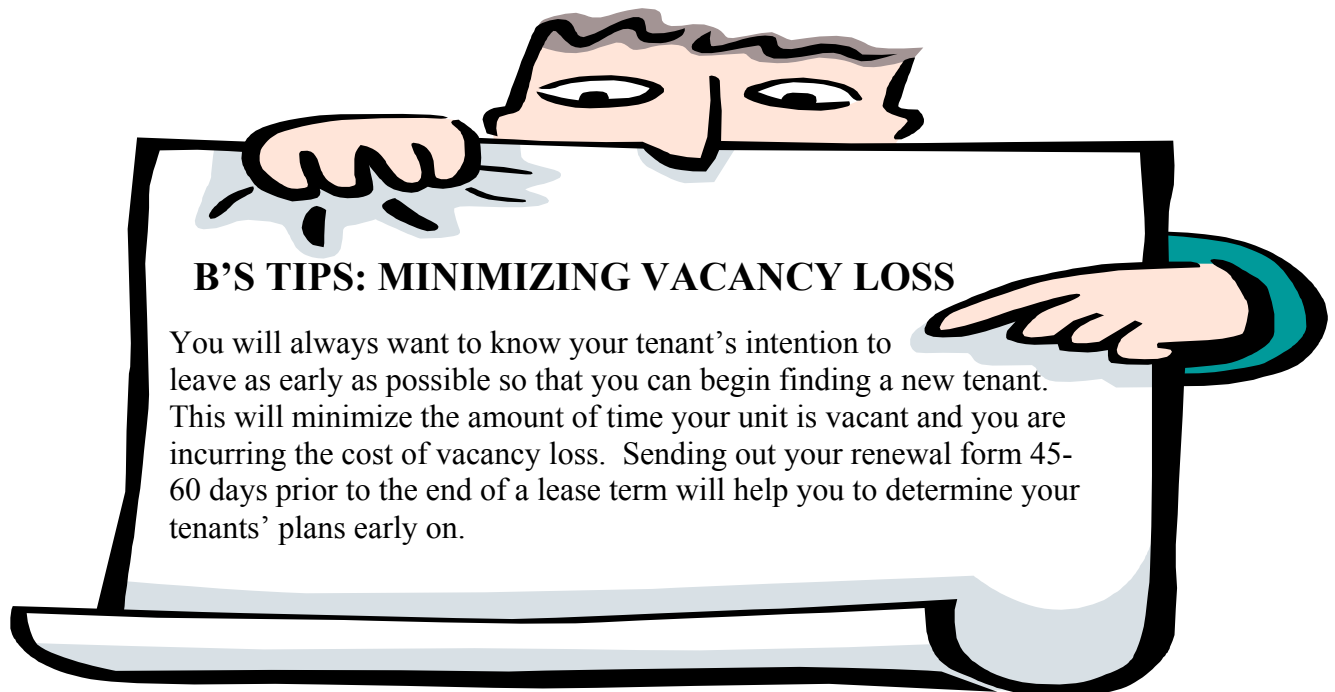
- Step 1: 45-60 days prior to the end of a tenant's lease, send your tenant a **Renewal Form** (See **Form 5a**). This form will show the rental increase or the additional month-to-month charge if a tenant decides to go month to month.
- Step 2: If you do not hear from your resident before 30 days prior to the end of their lease, call your tenant and ask them if their intention is to stay or to move out.



B'S TIPS: RAISING RENTS

I recommend raising rents at the end of each lease term. Even if only a few dollars, it gets your tenant accustomed to the rents being raised. You should bring the rents up to market rent at this time.

To find out what market rents are in your area, do a market survey. Many find it helpful to use The Rent Maximizer™. Visit www.landlording101.com Products Page for more information.



B'S TIPS: MINIMIZING VACANCY LOSS

You will always want to know your tenant's intention to leave as early as possible so that you can begin finding a new tenant. This will minimize the amount of time your unit is vacant and you are incurring the cost of vacancy loss. Sending out your renewal form 45-60 days prior to the end of a lease term will help you to determine your tenants' plans early on.

As the landlord, you can choose NOT to renew a tenant's lease. See **Non Renewal Form** (See **Form 5b**). This form must be sent out at least 30 days prior to the end of the lease term. (Check your lease for specific language regarding this requirement.)



WORDS OF WISDOM

“An empty rental stays clean, but there is no income in an empty rental!”

Section 2

The Month to Month Process

- Step 1: In a well-written lease, Month-to-Month occurs automatically when a tenant has failed to notify you of their decision to move out or renew their lease. A tenant can also opt to go month to month at the end of their lease. Preferably the month-to-month term should be no more than 90 days.
- Step 2: On the first month after the lease term is over, the rent due is the new rental rate that you put on the Renewal Form (the market value rent). Your lease should also state that you charge a Month-to-Month Fee.
- Step 3: If the tenant pays rent without the new rental rate and additional month-to-month fees you should immediately send the rent back with a **Three Day Notice**. (*See **Form L3** in Legal Section; also discussed in Phase 3, Section 1*). If you have not collected all the rent by the time the Three Day Notice expires you should prepare the file for EVICTION! (Contact your eviction attorney.)

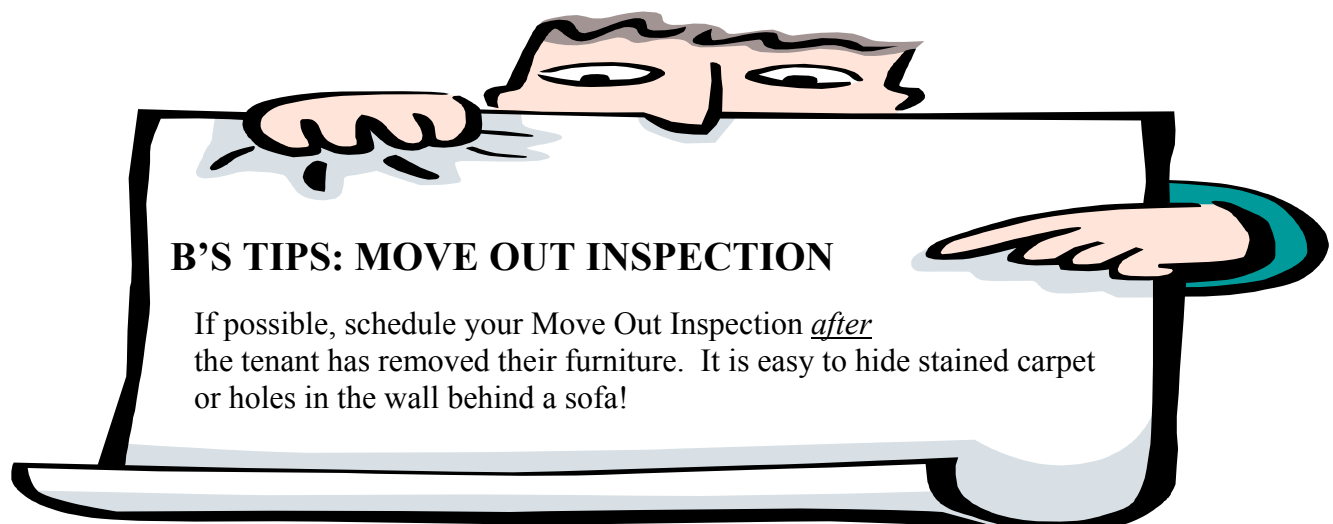
Section 3

MOVE OUT

- Step 1: Upon receiving notice from a tenant of their intention to vacate, or if you notify a tenant you are not renewing their lease, you should immediately attempt to schedule a Move Out Meeting. During this meeting the tenant should return the keys to you, provide a forwarding address if they haven't already, pay any balance due, and conduct a Move Out Inspection with you.
- Step 2: At the Move Out Meeting, use your **Move In Move Out Inspection Form** (See **Form 2e**) and walk through the unit and note any damages or areas in need of repair. You will be using the same Move In Move Out Inspection Form you used to move the tenant in to compare the condition. Indicate any damages that were not marked present at move in.

Example: If an appliance had chipped paint prior to move-in that damage should be noted the chipped paint on the form from the Move In Inspection. Be detailed and accurate to differentiate the old damage from any new damage. Clearly explain to the tenant that they will not be charged when they Move Out for any damage noted on this form at Move In.

You and your tenant's recollection of the condition of the rental property as it was when they moved in compared with how it is when they move out may differ so always utilize your Move-In Move-Out Inspection Report along with Polaroid pictures of the unit before and after.



If the tenant is very hostile upon move out and you feel he or she would cause a problem during the move out inspection, then perform the inspection accompanied by a friend or staff member. Never perform a walk through or a move out inspection alone if you question your safety.

If a tenant will not show up for the Move Out Meeting, or “skips out” on you without notice, you can perform the Move Out Inspection without them. Your tenant’s signature on the Move In Move Out Condition Form upon move in agreeing to the condition of your rental unit when they took possession, along with Polaroid photos of the current condition, is all the evidence you need.

We recommend, if possible, to go ahead and conduct the Move Out Inspection with your tenant to discuss any disputes then and there, rather than prolong them.



Step 3: After your meeting with your tenant ends, back at your office calculate the cost of repairing the damages reflected on the Move In Move Out Inspection Report.

**NOTE: All forms mentioned in the remainder of this Section must be filled out properly by law. Read the legal section of this manual for instructions on the correct way to complete these forms.*

Step 4: Prepare a **Notice to Impose Claim on Security Deposit** (See **Form 5c**). Be sure to show a calculation of all damage charges found in unit. Show the deduction of these charges from the security deposit.

Step 5: Mail the Notice to Impose Claim. You must send the Notice to Impose Claim to either the last known address or any new address the vacating tenant provided to you. If a new address was not provided to you, then mail it to your rental unit's address, as this is the last known address you have for the tenant. Typically, they have put in a forwarding request for their mail and will still receive the notice. If you plan to deduct charges from the vacating tenant's security deposit, you must send the Notice to Impose Claim ***by certified mail***. Include a copy of the Move In Move Out Inspection Report in

your mailing. This must be sent within 30 days, which is an extension from the 15 days allowed by the previous law.

If a refund of the security deposit or a portion of the deposit is due to the tenant, enclose a check.



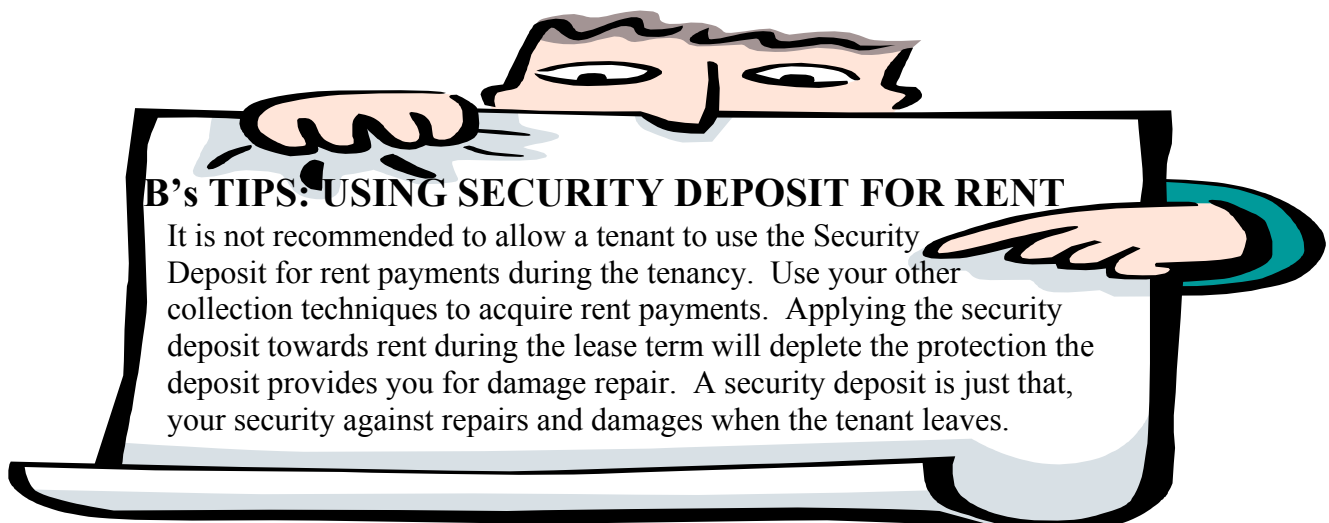
STUDY SESSION

THE SECURITY DEPOSIT – WHAT TO TAKE AND WHAT NOT TO TAKE

Security deposit dispute is one of the most common areas of litigation in landlord tenant law. In some states, a tenant has up to four years to sue the landlord over security deposit claims. However, after the first year the chances greatly decline. If you do find yourself in court the best defense, in my opinion, is to be well organized by having the move out procedure well documented. This Operations Manual provides you with consistency and professionalism.

Noteworthy tips for Security Deposit deductions are as follows:

- a. A fair price should be charged for repairs and replacements. Judges may rule against you if your fees cannot be substantiated or are exorbitant.
- b. The security deposit should not be considered a landlord or property manager's source of income. It is not YOUR money.
- c. Do not charge a tenant for replacing an item when it can be easily repaired.
- d. Always take in consideration the length of the tenant's occupancy. You may find it difficult to collect money for cleaning carpet and repainting walls if the tenant lived in the unit for a period longer than one year. This may be considered normal wear and tear and not something you can charge for.
- e. Do not charge for conditions that were seen and noted on the Move In Move Out Inspection Report upon the tenant moving in.



GENERAL RULES OF THUMB REGARDING MOVE OUT PROCEDURE:

Ordinarily you CAN charge for:

- Replacing ruined, stained, or torn carpet
- Replacing chipped tile
- Replacing broken blinds or drapes
- Fixing damages furniture
- Pest control for flea infestation
- Patching holes in walls
- Replacing broken door knobs
- Replacing torn or missing window screens
- Replacing broken window glass
- Cleaning for excessively dirty kitchen or bathroom

You typically should NOT charge for:

- Any condition present at move in
- Replacement of an item that could be repaired

Areas of common disagreement:

- Painting of interior walls. The rule of thumb is if a resident has lived in a residence for MORE than one year, the need to for new paint is normal wear and tear and should NOT be charged for. If they have lived there for less than one year, and the walls were newly painted upon their moving in, you can charge them for painting. Either way, you CAN charge for repairing walls.
- Cleaning of Carpets. Again the rule of thumb is one year's occupancy. If the carpet was new upon move in, and is stained and torn within months, you can charge the tenant. This is more than normal wear and tear. If the carpet was already worn upon move in, it should not be charged to clean, even if it looks worse upon move out. This is considered normal wear and tear.
- Fixtures. Any furniture, fixtures, or equipment that a tenant attaches to the apartment are property of the landlord. They cannot be removed by the tenant.

In addition, do not charge a tenant for cleaning if they already paid a nonrefundable cleaning fee. You can't charge them twice.

Also, be sure to charge fair prices for repairs and replacements. This will help you avoid disputes and bad publicity. Security deposits should not be counted on as an income source. Their purpose is to cover the cost of repairs.

Section 4

The Art Of The Rental Increase

The rental increase is one of the most important processes a landlord/property manager will have to master. Without periodic rental increases a rental property could stand to lose a considerable amount of cash flow.

A well thought out rental increase plan can help key issues like:

- The rising cost of doing business
- Recovering any losses suffered by the investment
- Adding additional amenities
- Upgrading and fixing any needed repairs on the rental property

Being able to raise the rent is one of the things that make rental property a solid investment. It's a good hedge against inflation.

There has been a lot written on how and when you tell the tenant that the rent he or she is currently paying will be increased. Landlords/property managers have been known to offer such things like new microwaves, TVs, ceiling fans, and other items at the end of a lease term to incentivize the tenant to renew their lease. The end of the lease term is also when the rent is usually increased, so these incentives are thought to help sugar coat the rent raise. It has been my personal experience that tenants respond more positively to an increase in rent when they have been treated with respect and the landlord/property manager has maintained their rental property. In 2001, I conducted a poll of tenants whose leases were coming up for renewal and their current rents were to be raised. My staff and myself were pretty shocked when we found out that the reason why most tenants decided to renew their leases was not because of a free microwave or a free TV, but because of, as most tenants put it, our professional management and the feeling that they actually mattered to our staff. Moreover, the study also showed that our attention to detail and timing in respect to maintenance requests was a huge deciding factor that helped persuade a tenant to renew their lease. In the highly competitive rental market maintaining high levels of tenant satisfaction is one way to increase retention. If you're a numbers person, reducing the amount of units that have to be "made-ready" for another tenant will have a direct positive effect on the Net Operating Income (NOI). For the owner, this translates to Return on Investment.

Simple techniques used to help in the rental increase process:

- Let your tenant have plenty of notice of their rental increase. The number of day's notice will depend on your type of lease.
- Be ready to deal with tenants who will want to negotiate the rental increases. Be firm and stick to the steps and procedures in your Operations Manual.

- In my experience, I have found it useful to raise the rent after a lease term, even if it is only a few dollars. This gets the tenant accustomed to his or her rent being increased at the end of each lease term. Otherwise, a sudden increase after a long positive relationship may cause problems.
- Always be prepared to explain and justify a rent increase. Examples are, increases are used to maintain the property, keep up with the local rental market, and provide new amenities.

Understanding the timing of a rental increase:

- A telltale sign of when you should raise the rent is when the property's occupancy rate is at 95% or higher.
- When you perform a market survey and notice that your rents are priced considerably lower than the local market.

Frequently Asked Questions...

About the Move-Out Process

Below are some scenarios that may occur during move out:



- Situation 1:** What if a tenant terminates their lease early?
I recommend at least charging a full months rent and forfeiture of deposit. Keep in mind this charge must be stated in your lease or addendum to be justified.
- Situation 2:** What if a tenant skips out (just leaves without any notice)?
Prepare a Notice to Impose Claim and charge a month's rent for breaking the lease. Also forfeit the deposit. By law a rental unit must be vacant and rent unpaid for 15 days before you can consider it abandoned and take possession.
- Situation 3:** What if a tenant has not vacated at the end of the 30 days?
If a unit is not leased then you may want to charge a pro-rated amount for the extra days the tenant needs before they can move out. Example: If the tenant's rent is \$500.00, you would charge a month-to-month fee of \$50. This brings your monthly fee to \$550.00. Divide this by the number of days in that month; multiplied by how many days the tenant is occupying the unit. This will give you a pro-rated move out. Make sure the tenant signs the 30-day notice verifying their prolonged move out date. You always want any changes or agreements in writing.
- Situation 4:** What if a tenant revokes their 30-day notice?
If a unit has not been leased, then simply void the 30-day notice. It benefits you to keep the unit occupied so you are collecting rent. If the unit has been leased, explain this to the tenant and inform them they must vacate as previously agreed upon.

QUESTIONS AND ANSWERS

Contributed by Landlord-Tenant Eviction Attorney John McMillan

***All articles referenced are on the Member Section of our website, www.landlording101.com.**

1. Does a rental applicant have a right to cancel and get a deposit refund within 72 hours?

No. Only if the application says he does. If it is management's intention, the application should state that the deposit will not be refunded if the applicant is approved. Management has a duty to expeditiously process the application.

2. Does a resident have the right to break his lease if he has a job transfer or change?

No. Only if the lease grants the right. Even military transfers do not give right to terminate.

3. Does a person entering the military from civilian status have the right to terminate a lease?

Yes. This right for those entering active military service is given by the federal Soldiers and Sailors Civil Relief Act. Written notice must be given to the landlord and the earliest termination date is generally the last day of the month following the month in which written notice is given. See Rights of Persons in Military Service article.

4. If one tenant qualifies to rent an apartment alone and has a proposed "unqualified" roommate, and you are willing to let the unqualified person occupy the apartment, should he be included as a tenant or just an authorized occupant?

He should sign the lease as a tenant. Since all tenants on a well-written lease are responsible individually for the full amount due, there would be no reduction in the liability of the qualified tenant, and there is the additional possibility of collecting any unpaid sums from the "unqualified" tenant. All persons over 17 who occupy an apartment should be obligated to comply with all provisions of the lease including payment of rent. This is accomplished by naming them as tenants and having them sign the lease.

5. If a person is guarantying payment of a lease, but not occupying the premises, should he sign the lease as a "co-signor?"

No. Only persons who will occupy the premises should sign the lease. Someone guarantying payment should sign a separate lease guaranty form. It should be notarized (acknowledged in the presence of a notary public) if not signed in the presence of a management representative. The guarantor's identification should be verified by management if signed in the presence of management.

6. Is there any requirement to put the duration of a lease (for example 10 months and 11 days) in a lease?

No. It is probably best just to put the beginning date and ending date to avoid calculation errors.

7. Is there any requirement to put the total rent to be collected for the entire lease term in the lease?

No. Only the periodic (normally monthly) payment amount is necessary. Putting the total often leads to calculation errors.

8. Can the beginning date of a lease be different from the day it is signed?

Yes. For example, a lease could be signed on June 15 and have a beginning date of July 1. It is best to have the lease signed by all parties as soon as possible after approval. Until the lease is signed, the tenant only has his or her deposit at risk.

9. Can I refuse to rent to adults between, say, 18 and 25-years-old without children because I think they are more trouble than older adults?

Yes, unless your city or county has an ordinance prohibiting age discrimination. Some local jurisdictions (such as Tampa and Hillsborough County) do prohibit age discrimination. Federal law prohibits discriminating against families with children under 18 but does not protect other age groups. You cannot refuse to rent to young adults with children because of age (of the adults or children) if they otherwise qualify. See Discrimination article.

10. If I rent one-bedroom apartments to two adults, can I refuse to rent to a qualified man and a 17-year-old girl over whom he has custody?

No. You must rent if he qualifies. This qualifies as familial status under the federal Civil Rights Act and you cannot impose your moral judgment. See Discrimination article.

11. Can I give rental discounts to old people?

No. This probably would be considered by fair housing agencies to be discrimination against families with children. It is also age discrimination, which is outlawed in some communities. See Discrimination article.

12. If a tenant is evicted, can he be held liable for rent for remainder of lease term?

Yes, or until apartment is re-rented, whichever is sooner. See F.S. 83.595. However, some judges refuse to follow this law.

13. Can late charges be included in 3-day notice amount due?

Only if lease says that late charges are "additional rent." The same applies to other charges such as for returned checks.

14. Can a tenant's improperly parked or unlicensed vehicle be towed?

Only if the lease gives management this right. Otherwise the only remedy is a 7-day curative notice. See Vehicle Towing article and F.S. 715.111.

15. Can commissions be paid to leasing agents or referral fees be paid to others.

No, according to the Florida Real Estate Commission. It says that you must have a real estate license (and thus be a part of its empire) to receive even nominal commissions or referral fees for apartment leases. See F.S. 475.011.

16. When must sales tax be collected?

Unless a lease is longer than 6 months for continuous residence or the person has been a continuous resident for longer than 6 months, the landlord must collect sales tax (including any additional taxes which apply only to hotels and motels) on rental payments and then remit the tax to the Florida Department of Revenue. Any landlord liable for collecting sales tax must obtain a tax number from the Florida Department of Revenue. Most "Corporate" leases probably are not sales tax exempt regardless of term because they are generally not for continuous residence by one person, family, or group of persons. See F.S. 212.03

17. Must all leases be in writing?

No. Probably all should be, but only those longer than one year must be. Although it has not been a big litigation issue, Florida Statute 689.01 requires that leases longer than one year be signed by the grantor (landlord) in the presence of two subscribing witnesses.

RENEWAL NOTICE

Date _____

To _____

This letter is to advise you that in accordance with paragraph _____ of your lease agreement, I am giving you official notice that your lease is due to expire on _____.

Please be advised I am willing to negotiate a new lease at the current market value.

Please be informed it is imperative you come to _____

during the hours of _____ on the days of _____ as soon as possible to have a new lease signed. In the event you choose not to renew your lease, this

is your official notice that I will not allow you to remain as a month to month resident. You will be required to vacate the premises on the _____ day of _____, 20__.

If you fail to turn in your keys, you will be considered a holdover resident and charged in accordance with Florida Statutes Section 83.58.

Owner/Agent

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above notice was:

_____ delivered to _____ by hand
_____ posted on the promises described above in the tenants absence

on _____, 200__.

By:

Owner/Agent

NONRENEWAL NOTICE

Date _____

To _____

This letter is to advise you that in accordance with paragraph _____ of your lease agreement, I am giving you official notice that your lease is due to expire on _____.

Please be advised I will not be renewing your lease agreement, nor will you be given the opportunity to remain as a month to month resident. *You must make all arrangements to vacate the premises on the _____ day of _____, 20_____.*

If you fail to turn in your keys and do not vacate by the above referenced date, I shall have no alternative but to advise my attorney's office to proceed in regaining possession of your unit. Please be advised that in accordance with Section 83.58, Florida Statutes, the landlord is entitled to demand double your monthly rent for as long as you remain a holdover residence.

Owner/Agent

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above notice was:

_____ delivered to _____ by hand
_____ posted on the premises described above in the tenants absence

on _____, 200_____.

By:

Owner/Agent

NOTICE OF INTENTION
TO IMPOSE CLAIM ON SECURITY DEPOSIT

TO: Mr. Tim Hardaway DATE: 06/28/02
1010 Heat Drive
Tampa, Florida 33815

THIS IS A NOTICE OF THE LANDLORD'S INTENTION TO IMPOSE A CLAIM FOR DAMAGES UPON YOUR SECURITY DEPOSIT AS INDICATED BELOW, IT IS SENT TO YOU AS REQUIRED BY SECTION 83.49(3), FLORIDA STATUTES. YOU ARE HEREBY NOTIFIED THAT YOU MUST OBJECT IN WRITING TO THIS DEDUCTION FROM YOUR SECURITY DEPOSIT WITHIN FIFTEEN (15) DAYS FROM THE TIME YOU RECEIVE THIS NOTICE OR THE LANDLORD WILL BE AUTHORIZED TO DEDUCT ITS CLAIM FROM YOUR SECURITY DEPOSIT. YOUR OBJECTION MUST BE SENT TO THE LANDLORD AT THE ADDRESS SHOWN BELOW.

Happy Apartment Management
1044 Wisdom Lane
Tampa, Florida 33615

Amount of Security Deposit \$ 250.00
Interest if due \$ 0
Total security deposit and interest (if due) \$ 250.00

Less damages and rent:

Carpet \$ 100.00
DAMAGES

\$ 0.00
RENT

Total damages and rent due: \$ 100.00

Total due to: () landlord
(X) tenant \$ 150.00

Sent certified mail # 0554893314 on June 28, 200 2.

Mailed by: Jim Landlord

Note: This notice does not waive or limit any of landlord's rights to damages or amounts due which may exceed security deposit or amounts listed on this form.

NOTICE OF INTENTION
TO IMPOSE CLAIM ON SECURITY DEPOSIT

TO: _____

DATE: _____

THIS IS A NOTICE OF THE LANDLORD'S INTENTION TO IMPOSE A CLAIM FOR DAMAGES UPON YOUR SECURITY DEPOSIT AS INDICATED BELOW, IT IS SENT TO YOU AS REQUIRED BY SECTION 83.49(3), FLORIDA STATUTES. YOU ARE HEREBY NOTIFIED THAT YOU MUST OBJECT IN WRITING TO THIS DEDUCTION FROM YOUR SECURITY DEPOSIT WITHIN FIFTEEN (15) DAYS FROM THE TIME YOU RECEIVE THIS NOTICE OR THE LANDLORD WILL BE AUTHORIZED TO DEDUCT ITS CLAIM FROM YOUR SECURITY DEPOSIT. YOUR OBJECTION MUST BE SENT TO THE LANDLORD AT THE ADDRESS SHOWN BELOW.

Amount of Security Deposit \$ _____

Interest if due \$ _____

Total security deposit and interest (if due) \$ _____

Less damages and rent:

_____ \$ _____
DAMAGES

_____ \$ _____
RENT

Total damages and rent due \$ _____

Total due to: () landlord
() tenant \$ _____

Sent certified mail # _____ on _____, 200__.

Mailed by: _____

Note: This notice does not waive or limit any of landlord's rights to damages or amounts due which may exceed security deposit or amounts listed on this form.

NOTICE OF 30 DAY REQUIRED NOTICE PERIOD

Date _____

To _____

If you intend to vacate your dwelling at the end of your lease term, you must give us not less than 30 days notice prior to your lease expiration date. If you do not, you must pay us a lease termination fee of \$_____.

Owner/Agent

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above notice was:
_____ delivered to _____ by hand
_____ posted on the promises described above in the tenants absence

on _____, 200____.

By:

Owner/Agent



Phase 6:

Organizing Your Files

The wise see danger ahead and prepare for it, while fools go blindly ahead and suffer the consequences.”

Section 1

Organizing Your Files

Staying organized is important for many reasons. Most importantly, it will:

1. Allow you to be efficient.
2. Ensure accuracy.
3. Provide needed documentation if you have to file eviction, are sued, or are investigated for Fair Housing Law violations.

Set up your files in the following manner:

Prospect/Tenant File

(Applicant's Name on File)

Color: Manila

Size: Legal

Contents:

- Rental application
- Guest Card
- Copy of driver's license
- Credit Report
- Statement of Qualifying Criteria
- Move-In Cost Sheet
- Copy of Checks Received
- Tenant Rejection Letter (If Denied)
- Pay stubs

Current Tenant File

Color: Yellow

Size: Legal

Contents:

- All of above plus
- Lease
- Addendum(s)
- Moving Your Tenant In Checklist
- Rules & Regulations Form
- Move In Move Out Inspection Report
- Copies of All Work Orders During Occupancy
- Copies of All Receipts for Repairs During Occupancy
- Notes & Copies of All Correspondence with Tenant

File Set-Up

Left:

Move-In Cost Sheet
Moving Your Tenant In Checklist
Statement of Qualifying Criteria
Copy of Checks Received
Any Notices Given During Occupancy
Copies of Work Orders During Occupancy
Copies of All Receipts For Repairs
Copies of Any Correspondence w/ Tenant
Notes of Any Pertinent Conversations
W/ Tenant

Right:

Credit Report
Pay stubs
Tenant Rejection Letter
Move In Move Out Inspection Report
Rules & Regulations Form
Addendum(s)
Guest Card
Application
Lease

Tenant's Move-Out File

Color: Blue

Size: Legal

Contents: Everything from Current Tenant File plus
 Notice to Tenant of Notice Obligation Period
 Written 30-Day Notice
 Completed Apartment Inspection Report
 Copy of Impose to Claim & Receipts
 Documentation & Move-Out Pictures for Damages

Note:** Once a tenant's Impose to Claim has expired, you can take their blue Move-Out File out of the Move Out Section and store. You ***must keep tenant files for at least five years from their move out date.

Have a plan to keep these files in a locked place for security and to avoid destruction. Files should always be kept in a locked room or filing cabinet with access limited to those specified in writing having permission. This is very important not only for your own record keeping but to deter identify theft.

Organizing the Filing Cabinet

1. Front of File Cabinet:
 Prospect/Tenant Files (Manila)
 Alphabetize
2. Middle of File Cabinet:
 Current Tenant Files (Yellow)
 Alphabetize
3. Back of File Cabinet:
 Move Out Files (Blue)
 Organize by Year, Alphabetize Within Each Year

If you have a large number of tenants, you will have to use a separate drawer for each section.

Section 2

Safety & Crime Prevention Techniques

SAFETY TECHNIQUES:

- a. Always try and deposit money promptly.
- b. Create and implement systems for safety and review these systems as often as possible.
- c. Do not allow the door to be closed at the entrance while showing a rental unit to a prospect-tenant.
- d. Do not allow a prospect-tenant to get between you and the door where they could block your line of exit.
- e. Try to bring someone along when showing a rental unit to a prospect-tenant.
- f. Invest in an alarm device like a whistle or small siren. (Many car key chain locks come with a panic button that will work well.)
- g. Work on empty make ready rental units with the company of at least one other person.
- h. Have a system for storing resident's door keys. (Typically, keys are stored in a locked cabinet and are coded for an easy to use system. The coding system should not indicate building numbers or address for the safety of the tenants.)

RISK MANAGEMENT:

The most effective way to protect yourself against potential risks to your investment is to create and implement a risk management system.

Building blocks to a successful risk management system:

- Set up policies and procedures to assist in following the Risk Management Systems.
- Identify any and all potential risks in your operations.
- Create a financial plan to help cover any risks that cannot be assumed or eliminated.
- Create and implement ongoing education, preventative measures, and safety programs.
- Scrutinize the frequency and severity of past potential losses.

You want to make sure these items are addressed:

- Tenant and employee safety
- Liability
- Insurance
- Emergency plan of action

Safety: In the cornerstone of any effective Risk Management System, the owner and/or agent should have a strong grasp of policies and procedures and follow those procedures to ensure consistent, safe results.

Liability: It's imperative that you understand liability and how it applies to managing a rental property. Liability is a legal obligation and responsibility for ensuring the tenant and any employee safety and security. As a landlord/property manager you must exercise all options to prevent any liability claims. It is always a good idea to consult an attorney in your area to help with basic understanding of this subject.

Insurance: Insurance is not only an effective risk management tool, it is a must have. Just one of the many items insurance helps to protect against is catastrophic damages, such as fire, hurricane, tornado, etc. It also provides perseverance of your cash flow and investment. There are many different types of insurance coverage. You should have a strong grasp of the responsibilities involved with meeting the terms and conditions of an insurance policy and all the various types of insurance out there.

Emergency Plan of Action: Disaster can strike at any time. As a property manager or landlord you must be able to implement and execute an emergency plan of action. The plan should address such issues like protecting property assets from all types of disasters, natural and otherwise. Proper documentation of emergency contact phone numbers, contractor's phone number, and storage of all important items like original copies of insurance policies.

Computer Backup: It is a must that you have a back up system for your computer files. While no one wants to replace a computer if it crashes or a natural disaster destroys it, the most devastating thing to lose is your computer files. A computer can be purchased and replaced in a day. Your files, which contain all of your tenant, financial, and other information, are irreplaceable! You should create a back up system where you copy your files to a disk or CD-ROM. More sophisticated computer/network setups may use a web-based back up system or mirror servers. For the average landlord/property manager just copying your files to CD-ROM at the end of each day will suffice. Make sure you keep them in a fire proof safe to protect from fire and water damage.

(Note: You should have a fireproof safe that is specifically for computer materials. These not only protect the items from fire, but also from the heat that will melt a CD-ROM. Regular fireproof safes are only for paper documents that heat will not ruin.)

CRIME PREVENTION TECHNIQUES:

Crime prevention is a very important topic and one that should be reviewed often. Not only do you want to protect your investment, but low crime will also attract and keep more tenants. Your job, as a landlord/property manager is to first seek to implement realistic and reasonable systems and techniques to maintain a level of security. Remember to never *guarantee* the safety of your tenants. There are no guarantees. However you can increase their confidence by sharing your crime prevention systems.

It is also important to note that you, as the landlord/property manager and/or owner, can legally be held responsible if a tenant becomes the victim of a criminal act. The tenant would have to prove that the criminal activity was previously allowed and the landlord/property manager and/or owner were at fault because of negligence, carelessness, or failed to take any reasonable action to help prevent the crime. We recently learned of a case where the landlord was held liable for an attack on a tenant because the tenant requested several times that the lock on a window be repaired and the landlord had not done it yet. The attacker came through that window, thus the landlord was held liable.

One of the first techniques I implement as soon as new management takes over ownership or management of a property is to contact the closest neighborhood police station and ask to speak to the community resource officer. Building a relationship with the community resource officer is the first step

and a powerful one. They will usually be happy to assist you in creating a useful crime prevention program. They are usually frustrated with “slumlords” or “absentee landlords” and are excited to work with landlords or property managers that are going to implement rules and regulations.

Let’s review some basic crime prevention techniques:

- a. You should always seek to cooperate with law enforcement officials.
- b. Provide the tenants with any safety tips and emergency phone numbers. This can be accomplished by placing the tips in a monthly newsletter or by placing the safety information in the tenant’s move in folder.
- c. Keep tenants informed about harmful situations that are uncontrollable and cannot be easily eliminated.
- d. Keep track of the local crimes in your rental property’s area. This can be accomplished by the use of the Internet. The local newspaper usually has crime tracking information available. If not, check with your community resource officer and he or she should be able to provide you with this information. Be aware of the types of crimes that are more frequent in your area so you can be better able to address and implement preventative systems and techniques.
- e. Another very important step that is often overlooked or outright ignored is the applicant screening process.
- f. Never allow yourself to tolerate a tenant’s criminal behavior. Correct any situation quickly. Always be able to send a message that you are not the type of landlord/property manager that will allow criminal activity on your property.

“Words of Wisdom”

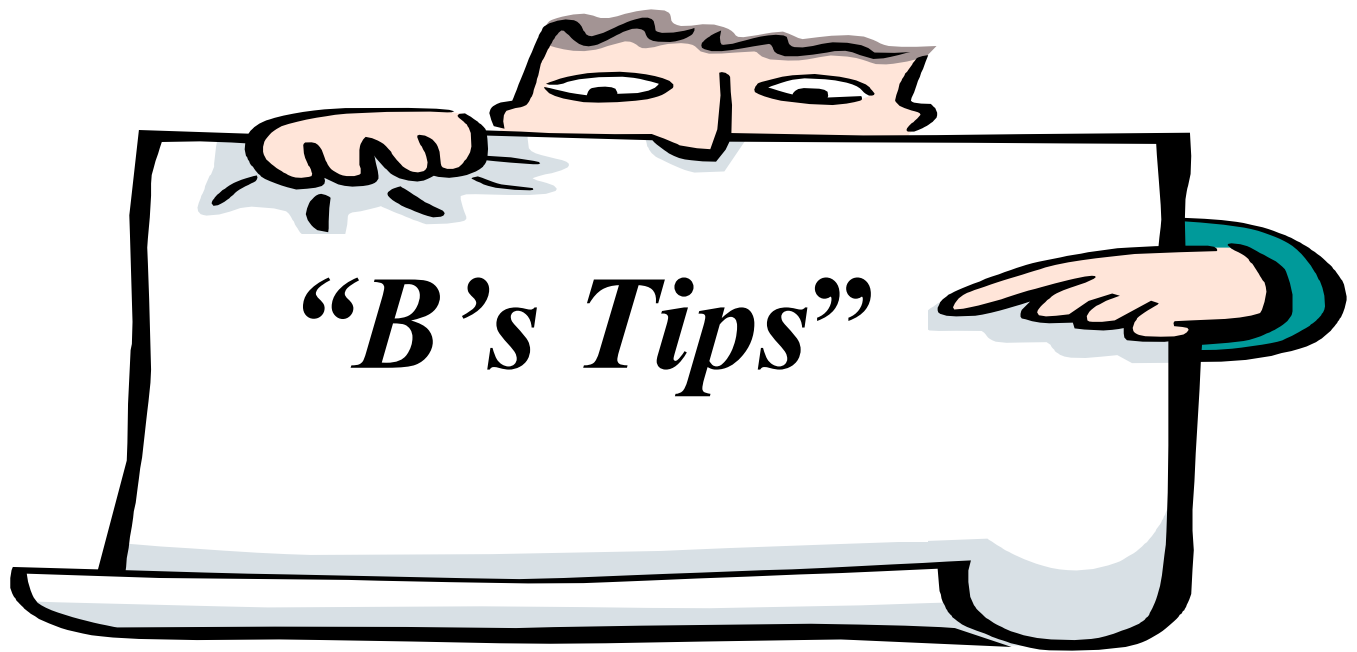


“ A wise general gets to the field of battle ahead of time and awaits the enemy and is victorious. A foolish general arrives at the same time as the battle, exhausted and defeated.”

– The Art of War

“Remember any fool can buy investment property. Maintaining and keeping it – there lies the true task.”

“A fool and his money are quickly departed. You are in the business to maximize the cashflow generated from your property while minimizing the expense of operating.”



Lending Tenants Money

Experienced landlords advise against it. Landlords should never lend tenants money. It is not professional.

Organizing

I cannot express the importance of being organized. You will not succeed as a landlord without organization of your files and your schedule! There are tenant records to keep, as well as receipts, insurance policies, submitted work orders and completed work orders, building records, checks, keys, supplies, tools, and spare parts. Remember organization is the key in life and business.

Education

Take time to attend classes and workshops. The Landlord Academy™ offers monthly training, certification courses, free monthly Roundtables, and online training. This is a great way to gain industry knowledge and make valuable contacts at the same time. Find our schedule at www.landlording101.com.



LEGAL SECTION & *FORMS*

These forms are not and should not be interpreted as legal advice. This manual should not be considered a substitute for proper legal advice.

*We advise you consult with a Landlord Tenant Law Attorney
with any questions.*

****NOTE:** *Always use white paper for your
forms!*

Section 1

Intro to

Landlord Tenant Law

How well you understand this section will greatly determine how successful a landlord you will be.

Ultimately, this means how much money you will end up saving; which is the bottom line. In this land of black and white and small print, there is no margin for error. Again you will save considerable time and money by becoming comfortable with these statutes and their use in conjunction with the forms provided.

Although the forms provided are included to help assist you in the process of landlording they are not to be considered a substitute for proper legal advise.

Section 2

The Eviction Process

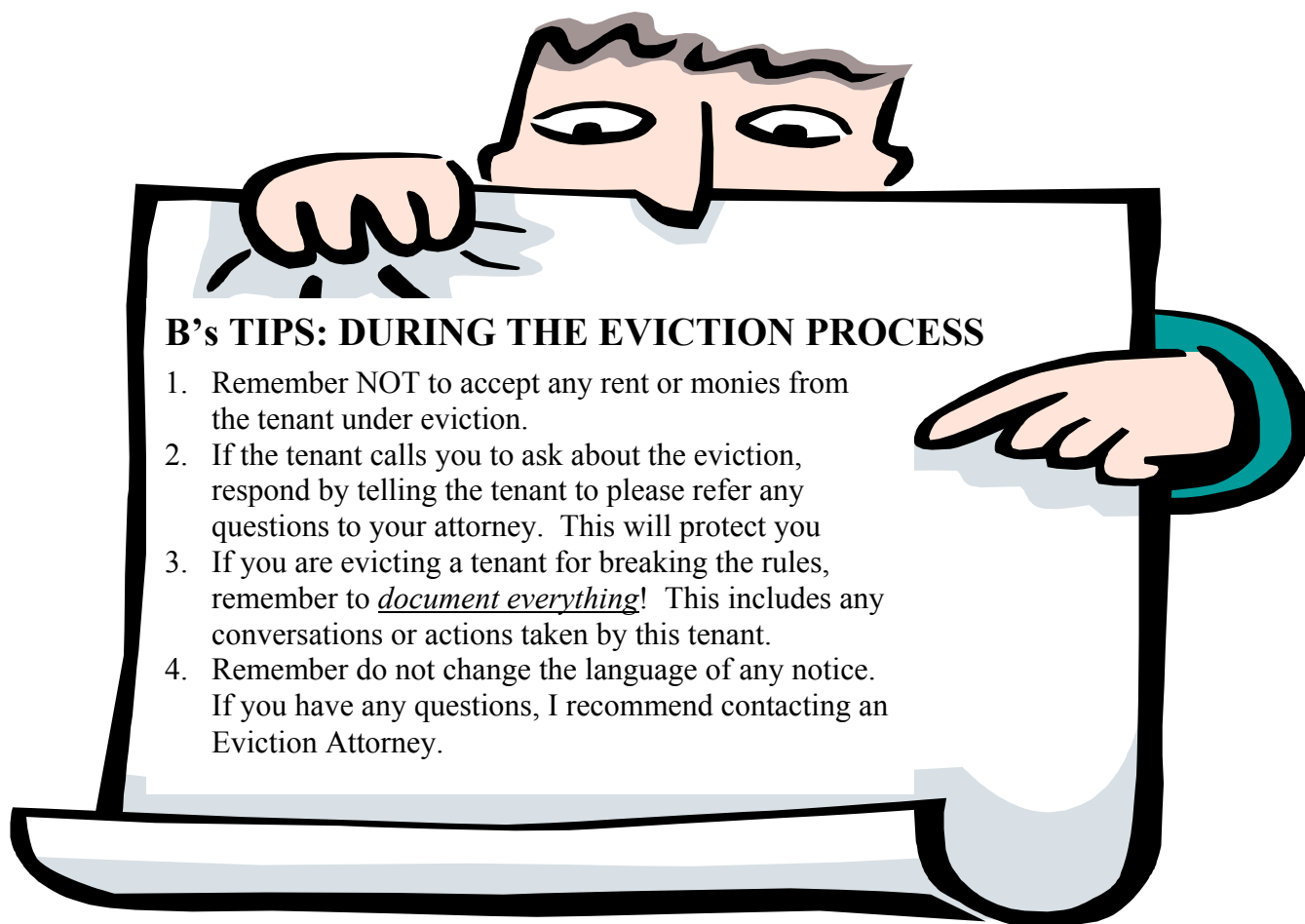


“A bird in the hand is worth *more than* two in the bush!”

The Eviction Process is one that must be followed precisely to ensure the rules work in your favor. All the attention you have paid to detail, by completing all forms such as the Lease and Notices properly and maintaining copies, will now pay off for you. I strongly recommend you find a good eviction attorney to work with and build a relationship with them so you know how to work well with each other.

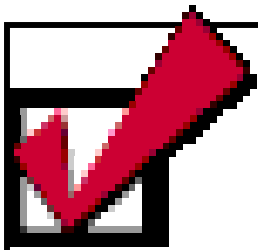
To help you in the Eviction Process, you will find a Flowchart of the Eviction Process and some tips of the Rights and Wrongs of filing for eviction in this section.

- Step 1: Make a copy of the Lease Agreement, the Application, and the Three Day Notice or other notice you issued. Double-check that the names on the notice match the names on the Lease. This is very important.
- Step 2: Send the copies to your Eviction Attorney. Make a call to the Attorney after sending the information. They will explain the process to you.

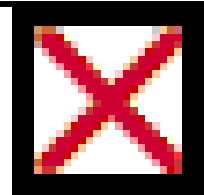


B's TIPS: DURING THE EVICTION PROCESS

1. Remember NOT to accept any rent or monies from the tenant under eviction.
2. If the tenant calls you to ask about the eviction, respond by telling the tenant to please refer any questions to your attorney. This will protect you
3. If you are evicting a tenant for breaking the rules, remember to document everything! This includes any conversations or actions taken by this tenant.
4. Remember do not change the language of any notice. If you have any questions, I recommend contacting an Eviction Attorney.



The *Right's* & *Wrong's* of Filing for Eviction



Follow these instructions when filing for Eviction...

Once a Notice is served in the Eviction Process, you cannot go back and change it!

RIGHT'S ✓✓✓

- ✓ The names listed on the Notice should be all of the adult names on the lease, spelled correctly and completely. The names of any person who has moved out but whose name is on the lease should be included, as well as any adult person not listed on the lease but who has established residency.
- ✓ The address on the Notice ***must be correct***. It must be complete, including unit numbers, city, state, zip code, and Drive, Street, Road, respectively.
- ✓ The date must be calculated correctly on a Three Day Notice. The three days referenced on the Three Day Notice, must not include weekends, legal holidays, or the date the Notice was served.
- ✓ The Certificate of Service on the Notice ***must*** be completed.
- ✓ On a Three Day Notice, only the amount of the past rent should be included on the Notice. Any other charges, such as late fees, must be referenced as "Additional Rents".

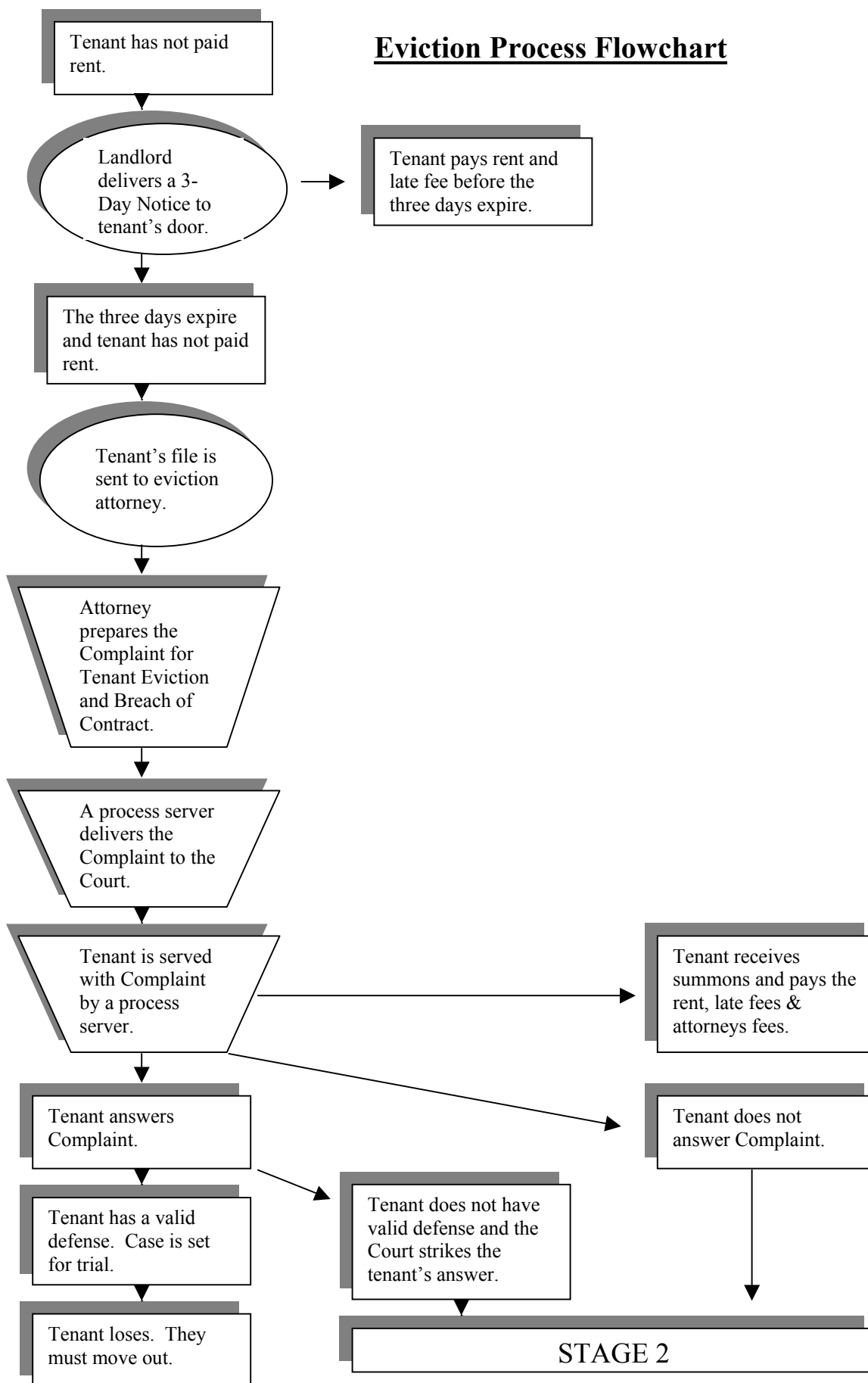


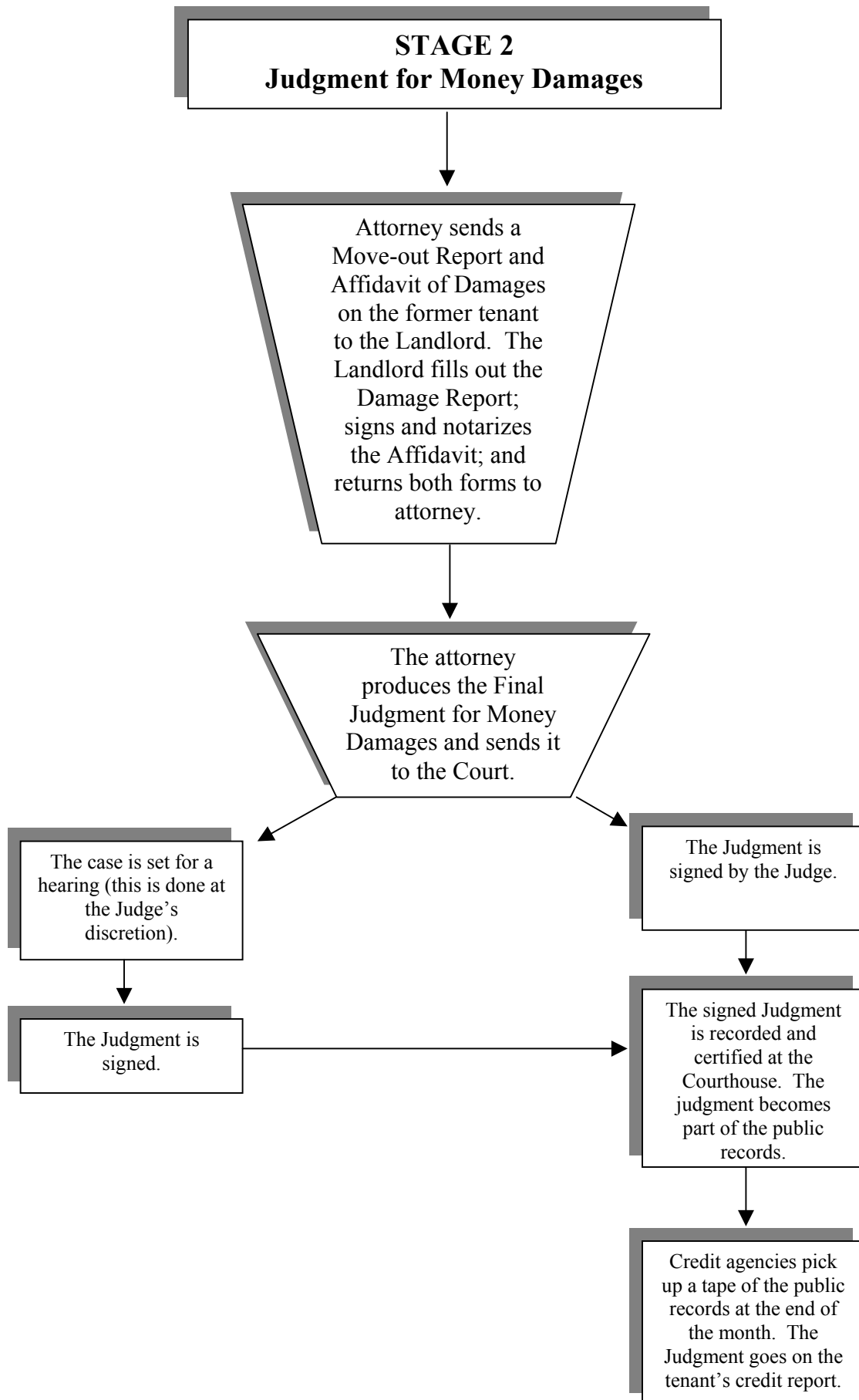
Delivery Options:

Documents to file for eviction can be faxed to your attorney for efficiency. Your fax should include:

- A cover letter explaining any discrepancies in the above mentioned information. Permission to file the eviction should also be stated.
- All pages of the Application and lease should be attached. If this tenant is month to month note this in your cover letter.
- A copy of the notice should be attached.

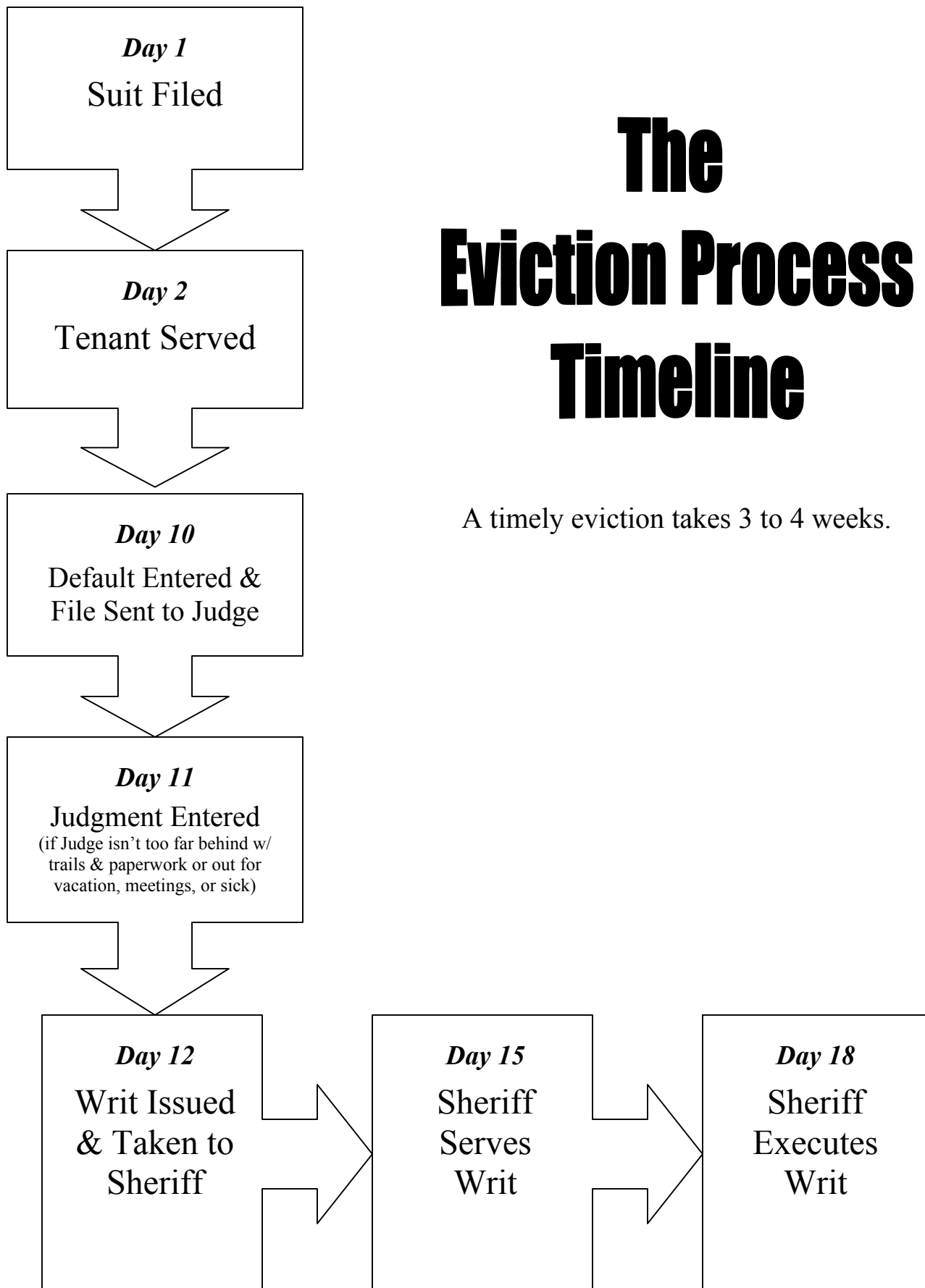
Eviction Process Flowchart

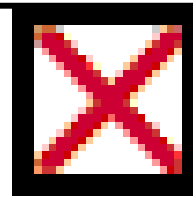
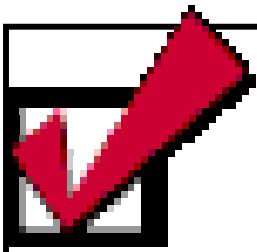




The Eviction Process Timeline

A timely eviction takes 3 to 4 weeks.





The *Right's* & *Wrong's* of the *Important Notice*

Issue this Notice when...

*you receive **partial** payment of rent from a resident against whom you have an Eviction suit filed BUT YOU WILL STOP THE EVICTION PROCEEDINGS IF FULL RENTAL AMOUNT IS PAID. You cannot accept partial rent!*

RIGHT'S ✓✓✓

- ✓ Put the name(s) of ALL persons named on the lease on the Important Notice.
- ✓ This form is mandatory! If it is not issued, your Eviction suit will be dismissed if you have to continue it.



Delivery Options:

Legally the Notice can be posted on the resident's door, sent via mail, or hand delivered. *However, we recommend you send it CERTIFIED MAIL.*

WRONG'S ✕✕✕

- ✕ **Do NOT accept partial rent from tenant!**
- ✕ Do not include the monies with the Notice.
- ✕ Send this Notice out immediately when needed. The court will dismiss your case if the Notice is not issued immediately.

IMPORTANT NOTICE

Date _____

To _____

Please be advised you have been turned over to our attorney and are currently under eviction proceedings for non-payment of rent. Because of this action I will not accept the partial payment you have tendered. You must come to _____ immediately to make settlement arrangements in order to stay in possession of your dwelling unit. The monies you have tendered are available at _____ for you to pick up during the hours of _____ on the days of _____.

Eviction proceedings will continue and proper measures will be taken to regain possession of your dwelling should you fail to follow these instructions.

Owner/Agent

CERTIFICATE OF SERVICE

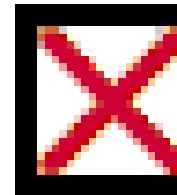
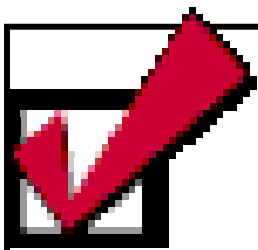
I hereby certify that a copy of the above notice was:

_____ delivered to _____ by hand
_____ posted on the promises described above in the tenants absence

on _____, 200____.

By:

Owner/Agent



The *Right's* & *Wrong's* of the *Important Notice*

Issue this Notice when...

you receive funds from a resident against whom you have an Eviction suit filed IF YOU WANT POSSESSION OF THE PROPERTY. You cannot accept any monies if you are choosing to take possession of the property.

RIGHT'S ✓✓✓

- ✓ Put the name(s) of ALL persons named on the lease on the Important Notice.
- ✓ This form is mandatory! If it is not issued, your Eviction suit will be dismissed.



Delivery Options:

Legally the Notice can be posted on the resident's door, sent via mail, or hand delivered. *However, we recommend you send it CERTIFIED MAIL.*

WRONG'S ✕✕✕

- ✕ **Do NOT accept any monies from tenant!**
- ✕ Do not include the monies with the Notice.
- ✕ Send this Notice out immediately when needed. The court will dismiss your case if the Notice is not issued immediately.

IMPORTANT NOTICE

Date _____

To _____

Please be advised you have been turned over to our attorney and are currently under eviction proceedings. I am not accepting your payment as I want possession of the premises. You must come to _____ between the hours of _____ on the days of _____ to make arrangements to move-out and return your keys. The monies you have tendered are available at the same location as above, during the same time as above.

Eviction proceedings will continue and proper measures will be taken to regain possession of your dwelling should you fail to follow these instructions.

Owner/Agent

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above notice was:

_____ delivered to _____ by hand
_____ posted on the promises described above in the tenants absence

on _____, 200____.

By:

Owner/Agent

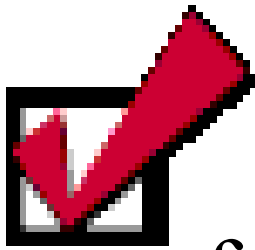
Legal Holidays

Legal holidays, which are also public holidays, in Hillsborough County, are as follows:

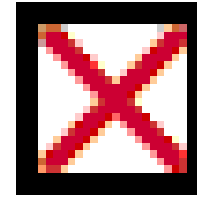
1. New Year's Day, January 1
2. Martin Luther Kings, JR's Birthday, January 15
3. Robert E. Lee's Birthday, January 19
4. Abraham Lincoln's Birthday, February 12
5. Susan B. Anthony's Birthday, February 15
6. George Washington's Birthday, the third Monday in February
7. Good Friday, the Friday before Easter
8. Pascua Florida Day, April 2
9. Confederate Memorial Day, April 26
10. Memorial Day, the last Monday in May
11. Jefferson Davis' Birthday, June 3
12. Flag Day, June 14
13. Independence Day, July 4
14. Labor Day, the first Monday in September
15. Columbus Day & Farmer's Day, the second Monday in October
16. Veteran's Day, November 11
17. General Election Day
18. Thanksgiving, the fourth Thursday in November
19. Christmas Day, December 25

NOTE: Whenever a holiday falls on a Sunday, the immediately following Monday shall be considered a public holiday for landlord's purposes.

These holidays may differ from county to county. You must find out what they holidays are in the county where your rental property is located. A good rule of thumb is to use the holidays that the court is closed.



The *Right's* & *Wrong's* of the *Three Day Notice*



Issue this Notice when...

your tenant has not paid rent and the grace period has expired.

RIGHT'S ✓✓✓

- ✓ Put the name(s) of ALL persons named on the lease on the Three Day Notice.
- ✓ This form is mandatory! It is required by Florida Statutes Section 83.56(3) to demand rent.
- ✓ Issue and deliver the Three Day Notice the day after the rent grace period expires.



Delivery Options:

Post the Three Day Notice on the resident's door, via mail, or hand deliver it.

If you mail the Three Day Notice, you must add 5 days to the calculation to allow for mailing time. Some judges even require you add an additional 5 days for the tenant to respond via mail.

WRONG'S ✕✕✕

- ✕ The Three Day Notice can be posted on weekends, but when counting your days or posting, do not include legal holidays. (We have included a list of legal holidays.)
- ✕ Do not put the name of any minors on the Notice.
- ✕ Do not put the Three Day Notice inside of the residence unless you have previously posted a Notice of Intent to Enter.
- ✕ Do not have the Notice reflect late fees, NSF check fees, utility fees, or any amenity fees (cable, garage, etc.) unless this is included in the contractual rent amount. The lease in this manual allows late fees, etc. to be considered additional rent, therefore included.
- ✕ Do not accept personal checks for rent after the Three Day Notice has expired. Only accept money orders or cashier's checks. This should be stated in your Lease.



Sun	Mon	Tue	Wed	Thu	Fri	Sat
				<u>Rent Due</u> 1	2	3
4	<u>Grace Period</u> 5 <u>Expires</u>	<u>Issue 3 Day</u> 6 <u>Notice</u>	<i>Day 1</i> 7	<i>Day 2</i> 8	<i>Day 3</i> 9 <i>Expires at Midnight</i>	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31



Sun	Mon	Tue	Wed	Thu	Fri	Sat
					<u>Rent Due</u> 1	2
3	4	<u>Grace Period</u> 5 <u>Expires</u>	<u>Issue 3 Day</u> 6 <u>Notice</u>	7	8	9
10	<u>3 Day</u> 11 <u>Notice Expires</u>	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

THREE DAY NOTICE
TO PAY RENT OR DELIVER POSSESSION

TO: _____ DATE: _____

YOU ARE HEREBY NOTIFIED THAT YOU ARE INDEBTED TO US IN THE SUM OF:
\$ _____

FOR THE RENT AND USE OF THE ABOVE REFERENCED PREMISE IN _____
COUNTY, FLORIDA, NOW OCCUPIED BY YOU AND THAT WE DEMAND PAYMENT OF SAID RENT OR
THAT YOU SURRENDER POSSESSION OF THE SAID PREMISES WITHIN THREE (3) DAYS
(EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS) FROM THE DATE OF DELIVERY OF
THIS NOTICE:

ON OR BEFORE THE _____ DAY OF _____ 200____.

YOUR FAILURE TO COMPLY WITH THIS NOTICE MAY RESULT IN EVICTION PROCEEDINGS BEING
INSTITUTED AGAINST YOU PURSUANT TO SECTION 83 FLORIDA STATUTES. WE WILL RETAKE
POSSESSION FOR YOUR ACCOUNT IN THE EVENT YOU VACATE OR ARE EVICTED. YOU WILL BE
HELD LIABLE FOR PAST DUE RENT, AND, FUTURE RENT DUE UNDER THE FULL TERM OF YOUR
RENTAL AGREEMENT MINUS ANY RENT RECEIVED FROM RERENTING THE PREMISES, ANY
CHARGES DUE UNDER THE TERMS OF YOUR RENTAL AGREEMENT, DAMAGES TO THE PREMISES,
ATTORNEYS' FEES AND COURT COSTS.

Owner/Agent Signature and Printed Name

Property/Company Name

Property/Company Address

Telephone Number

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above notice was:

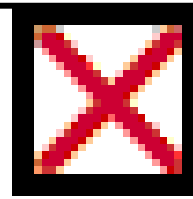
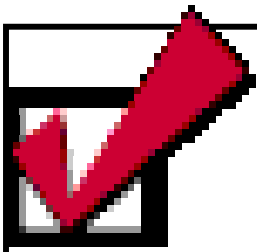
_____ delivered to _____ by hand

_____ posted on the promises described above in the tenants absence

on _____, 200____.

By:

Owner/Agent



The *Right's* & *Wrong's* of the *Seven Day Notice* (to Cure)

RIGHT'S ✓✓✓

- ✓ Put the name(s) of ALL persons named on the lease on the Seven Day Notice.
- ✓ Send this form out when a resident has broken rules and/or regulations stated in the Lease or addendums.
- ✓ This form is Mandatory by Florida Statutes Section 83.56. If you end up having to terminate the Lease based on a noncompliance, this form must have been sent to the resident.
- ✓ BE VERY SPECIFIC in your description of the noncompliance.



Delivery Options:

Legally the Notice can be posted on the resident's door, sent via mail, or hand delivered.

WRONG'S ✗✗✗

- ✗ Do not accept rent if you are aware of a tenant's noncompliance and intend on issuing a Seven Day Notice.
- ✗ Do not accept rent when a Seven Day is pending. (Do not issue a Three Day for Nonpayment.)
- ✗ Do not be vague in your description of the noncompliance.
- ✗ Do not issue a Seven Day Notice for a first time disturbance. Use a Disturbance Notice.

SEVEN DAY NOTICE OF NON-COMPLIANCE
(WITH OPPORTUNITY TO CURE)

TO: _____ DATE: _____

YOU ARE NOTIFIED THAT YOU HAVE VIOLATED YOUR RENTAL AGREEMENT AND/OR FLORIDA LAW AS FOLLOWS:

DEMAND IS HEREBY MADE THAT YOU REMEDY THE NON-COMPLIANCE(S) WITHIN SEVEN (7) DAYS OF RECEIPT OF THIS NOTICE OR YOUR RENTAL AGREEMENT SHALL BE DEEMED TERMINATED AND YOU SHALL VACATE THE PREMISES UPON SUCH TERMINATION. IF THIS SAME CONDUCT OR CONDUCT OF A SIMILAR NATURE IS REPEATED WITHIN TWELVE (12) MONTHS, YOUR TENANCY IS SUBJECT TO TERMINATION WITHOUT YOUR BEING GIVEN AN OPPORTUNITY TO CURE THE NON-COMPLIANCE(S).

WE WILL RETAKE POSSESSION FOR YOUR ACCOUNT IN THE EVENT YOU VACATE OR ARE EVICTED. YOU WILL BE HELD LIABLE FOR PAST DUE RENT, AND, FUTURE RENT DUE UNDER THE FULL TERM OF YOUR RENTAL AGREEMENT MINUS ANY RENT RECEIVED FROM RERENTING THE PREMISES, ANY CHARGES DUE UNDER THE TERMS OF YOUR RENTAL AGREEMENT, DAMAGES TO THE PREMISES, ATTORNEYS' FEES AND COURT COSTS.

Owner/Agent Signature and Printed Name

Property/Company Name

Property/Company Address

Telephone Number

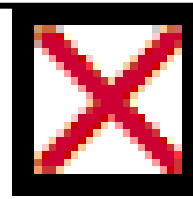
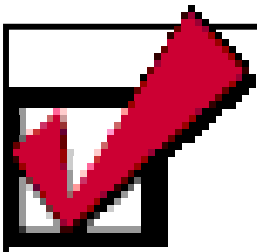
CERTIFICATE OF SERVICE

I hereby certify that a copy of the above notice was:

_____ delivered to _____ by hand
_____ posted on the promises described above in the tenants absence
on _____, 200 ____.

By:

Owner/Agent



The *Right's* & *Wrong's* of the *Seven Day Notice* (*termination*)

RIGHT'S ✓✓✓

- ✓ Put the name(s) of ALL persons named on the lease on the Seven Day Notice.
- ✓ Send this form out after you have sent out a Seven Day Notice With Opportunity to Cure if a resident has not complied;
Or if the tenant engages in similar behavior noted on the Seven Day Notice with Opportunity to Cure within 12 months;
or if the behavior of the tenant does not warrant an opportunity to correct the noncompliance.
- ✓ This form is Mandatory by Florida Statutes Section 83.56. If you end up having to evict the tenant based on this noncompliance, this form must have been sent to the resident.
- ✓ BE VERY SPECIFIC in your description of the noncompliance.



Delivery Options:

Legally the Notice can be posted on the resident's door, sent via mail, or hand delivered.

WRONG'S ✕✕✕

- ✕ Do not accept rent if you are aware of a tenant's noncompliance and intend on issuing a Seven Day Notice.
- ✕ Do not accept rent when a Seven Day is pending. (Do not issue a Three Day for Nonpayment.)
- ✕ Do not be vague in your description of the noncompliance.

SEVEN DAY NOTICE OF NON-COMPLIANCE **NOTICE OF TERMINATION**

TO: _____ DATE: _____

YOU ARE ADVISED THAT YOUR TENANCY IS TERMINATED EFFECTIVE IMMEDIATELY. THIS NOTICE IS AUTHORIZED BY SECTION 83 FLORIDA STATUTES. YOU SHALL HAVE SEVEN (7) DAYS FROM DELIVERY OF THIS NOTICE TO VACATE THE PREMISES. THIS ACTION IS TAKEN BECAUSE:

WE WILL RETAKE POSSESSION FOR YOUR ACCOUNT IN THE EVENT YOU VACATE OR ARE EVICTED. YOU WILL BE HELD LIABLE FOR PAST DUE RENT, AND, FUTURE RENT DUE UNDER THE FULL TERM OF YOUR RENTAL AGREEMENT MINUS ANY RENT RECEIVED FROM RERENTING THE PREMISES, ANY CHARGES DUE UNDER THE TERMS OF YOUR RENTAL AGREEMENT, DAMAGES TO THE PREMISES, ATTORNEYS' FEES AND COURT COSTS.

Owner/Agent Signature and Printed Name

Property/Company Name

Property/Company Address

Telephone Number

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above notice was:

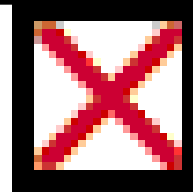
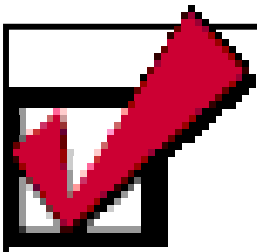
_____ delivered to _____ by hand

_____ posted on the promises described above in the tenants absence

on _____, 200____.

By:

Owner/Agent



The *Right's* & *Wrong's* of the *Disturbance Notice*

Issue this Notice when...

your tenant has caused a disturbance for the first time and it does not warrant threatening them with terminating their lease.

RIGHT'S ✓✓✓

- ✓ Put the name(s) of ALL persons named on the lease on the Disturbance Notice.
- ✓ Send this form out when a resident has broken rules and/or regulations stated in the Lease or addendum's or a disturbance has been reported to you.
- ✓ BE VERY SPECIFIC in your description of the noncompliance.



Delivery Options:

Legally the Notice can be posted on the resident's door, sent via mail, or hand delivered.

WRONG'S ✕✕✕

- ✕ Do not be vague in your description of the noncompliance.

DISTURBANCE NOTICE

TO: _____

DATE: _____

YOU UNREASONABLY DISTURBED YOUR NEIGHBORS BY: _____

IF YOU UNREASONABLY DISTURB YOUR NEIGHBORS AGAIN DURING THE NEXT 12 MONTHS, YOUR LEASE MAY BE TERMINATED AND YOU MAY BE REQUIRED TO VACATE YOUR APARTMENT WITHIN 7 DAYS OF TERMINATION. IF YOUR LEASE IS TERMINATED, WE WILL RETAKE POSSESSION OF YOUR APARTMENT FOR YOUR ACCOUNT PURSUANT TO FLORIDA STATUTE 83.595. YOU WILL STILL BE LIABLE FOR RENT AND LATE CHARGES UNTIL THE LEASE EXPIRES, LESS ANY RENT WE RECEIVE FROM RE-RENTING THE PREMISES. IF SUIT IS FILED YOU ALSO WILL BE LIABLE FOR OUR SUIT COSTS INCLUDING ATTORNEY'S FEES.

Owner/Agent Signature and Printed Name

Property/Company Name

Property/Company Address

Telephone Number

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above notice was:

_____ delivered to _____ by hand

_____ posted on the promises described above in the tenants absence

on _____, 200____.

By:

Owner/Agent



The *Right's* & *Wrong's* of the *Renewal Notice*



Send this Notice when...

The end of your tenant's Lease is approaching and you wish to renew their Lease.

RIGHT'S ✓✓✓

- ✓ Put the name(s) of ALL persons named on the lease on the Renewal Notice including guarantors who have signed the Lease.
- ✓ Send this Notice out when the end of a tenant's Lease is approaching and you wish to renew their Lease. It is more cost efficient and stable to enter into another Lease contract with your tenant than to allow them to go month to month.
- ✓ Check your Lease for the written time period you are requiring notice from your tenant of their departure and be sure your Renewal Notice is sent out before this.



Delivery Options:

The Renewal Notice can be posted on the resident's door, sent via mail, or hand delivered.

RENEWAL NOTICE

Date _____

To _____

This letter is to advise you that in accordance with paragraph _____ of your lease agreement, I am giving you official notice that your lease is due to expire on _____.

Please be advised I am willing to negotiate a new lease at the current market value.

Please be informed it is imperative you come to _____

during the hours of _____ on the days of _____ as soon as possible to have a new lease signed. In the event you choose not to renew your lease, this

is your official notice that I will not allow you to remain as a month to month resident. You will be required to vacate the premises on the _____ day of _____, 20__.

If you fail to turn in your keys, you will be considered a holdover resident and charged in accordance with Florida Statutes Section 83.58.

Owner/Agent

CERTIFICATE OF SERVICE

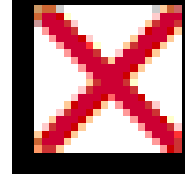
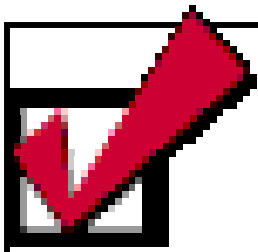
I hereby certify that a copy of the above notice was:

_____ delivered to _____ by hand
_____ posted on the promises described above in the tenants absence

on _____, 200__.

By:

Owner/Agent



The *Right's* & *Wrong's* of the *Non-Renewal Notice*

Send this Notice when...

The end of your tenant's Lease is approaching and you do NOT wish to renew their Lease.

RIGHT'S ✓✓✓

- ✓ Put the name(s) of ALL persons named on the lease on the Non-Renewal Notice including guarantors who have signed the Lease.
- ✓ Send this Notice out when the end of a tenant's Lease is approaching and you do not wish to renew their Lease and want possession of your property.
- ✓ Check your Lease for the written time period you are requiring notice from your tenant of their departure and be sure your Non-Renewal Notice is sent out before this.



Delivery Options:

The Non-Renewal Notice can be posted on the resident's door, sent via mail, or hand delivered.

NONRENEWAL NOTICE

Date _____

To _____

This letter is to advise you that in accordance with paragraph _____ of your lease agreement, I am giving you official notice that your lease is due to expire on _____.

Please be advised I will not be renewing your lease agreement, nor will you be given the opportunity to remain as a month to month resident. *You must make all arrangements to vacate the premises on the _____ day of _____, 20____.*

If you fail to turn in your keys and do not vacate by the above referenced date, I shall have no alternative but to advise my attorney's office to proceed in regaining possession of your unit. Please be advised that in accordance with Section 83.58, Florida Statutes, the landlord is entitled to demand double your monthly rent for as long as you remain a holdover residence.

Owner/Agent

CERTIFICATE OF SERVICE

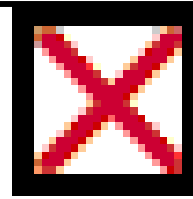
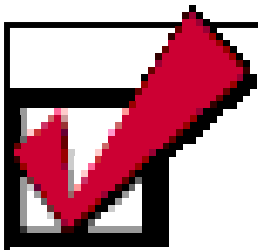
I hereby certify that a copy of the above notice was:

_____ delivered to _____ by hand
_____ posted on the premises described above in the tenants absence

on _____, 200____.

By:

Owner/Agent



The *Right's* & *Wrong's* of the *Month to Month Termination*

Send this Notice when...

your tenant is month to month and you wish to terminate the tenancy and take back possession of your property.

RIGHT'S ✓✓✓

- ✓ Put the name(s) of ALL persons named on the lease on the Notice of Termination of Month to Month including guarantors who have signed the Lease.
- ✓ Check your Lease to see if it states a specific amount of days that you are required to give as notice before requiring your tenant vacate. If it does not, Florida Statutes Section 83.57(3) will apply, which requires 15 days notice.



Delivery Options:

The Notice can be posted on the resident's door, sent via mail, or hand delivered.

WRONG'S ✗✗✗

- ✗ Do not accept rent if the notice has expired and the tenant has not vacated your property.

NOTICE OF TERMINATION OF MONTH TO MONTH TENANCY

Date _____

To _____ and all others in possession

You are a month to month tenant in the above described premises, your rental period beginning on the _____ of each month.

You are hereby notified that your landlord is terminating your tenancy, and that you are required to vacate the premises and surrender same to your landlord or his agent on the _____ day of _____, 20____, this notice being served upon you not less than 15 days prior to the end of the applicable rental period as required by law.

As an alternative to the aforementioned, the management of _____ will discuss your options in remaining as a resident. It is imperative that you contact the management immediately to discuss the situation.

Owner/Agent

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above notice was:

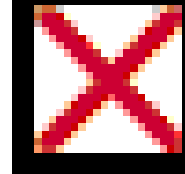
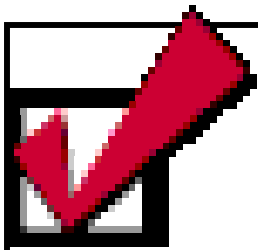
_____ delivered to _____ by hand

_____ posted on the premises described above in the tenants absence

on _____, 200____.

By:

Owner/Agent



The *Right's* & *Wrong's* of the *Notice to Impose Claim*

Send this Notice when...

you have taken back possession of your property and are making a claim for damages against the tenant's security deposit.

RIGHT'S ✓✓✓

- ✓ Put the name(s) of ALL persons named on the lease on the Notice of Intention to Impose Claim on Security Deposit including guarantors who have signed the Lease.
- ✓ This form is required by Florida Statutes Section 83.49.
- ✓ This Notice must be sent ***within 30 days*** of your receiving possession of your property. (Older leases may state 15 days under the prior law.)
- ✓ Send Notice to the last known address of the Resident.



Delivery Options:

The Notice must be sent by Certified Mail.

We recommend you also send a copy by regular mail, though it is not legally required.

NOTICE OF INTENTION
TO IMPOSE CLAIM ON SECURITY DEPOSIT

TO: _____

DATE: _____

THIS IS A NOTICE OF THE LANDLORD'S INTENTION TO IMPOSE A CLAIM FOR DAMAGES UPON YOUR SECURITY DEPOSIT AS INDICATED BELOW, IT IS SENT TO YOU AS REQUIRED BY SECTION 83.49(3), FLORIDA STATUTES. YOU ARE HEREBY NOTIFIED THAT YOU MUST OBJECT IN WRITING TO THIS DEDUCTION FROM YOUR SECURITY DEPOSIT WITHIN FIFTEEN (15) DAYS FROM THE TIME YOU RECEIVE THIS NOTICE OR THE LANDLORD WILL BE AUTHORIZED TO DEDUCT ITS CLAIM FROM YOUR SECURITY DEPOSIT. YOUR OBJECTION MUST BE SENT TO THE LANDLORD AT THE ADDRESS SHOWN BELOW.

Amount of Security Deposit \$ _____

Interest if due \$ _____

Total security deposit and interest (if due) \$ _____

Less damages and rent:

_____ \$ _____
DAMAGES

_____ \$ _____
RENT

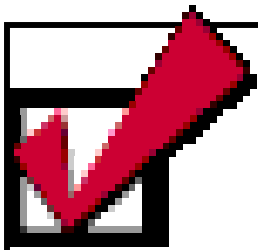
Total damages and rent due \$ _____

Total due to: () landlord
() tenant \$ _____

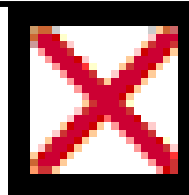
Sent certified mail # _____ on _____, 200__.

Mailed by: _____

Note: This notice does not waive or limit any of landlord's rights to damages or amounts due which may exceed security deposit or amounts listed on this form.



The *Right's* & *Wrong's* of the *Pet Addendum*



Issue this Form when...

you are completing Lease or at anytime you are aware a resident has a Pet.

RIGHT'S ✓✓✓

- ✓ Put the name(s) of ALL persons named on the lease on the Pet Addendum including guarantors who have signed the Lease.
- ✓ Collect any Pet Fee, deposit, monthly rent, etc.



Delivery Options:

This form should be completed when the Lease is signed, upon move in, or at any time you become aware a Resident has a Pet.

WRONG'S ✕✕✕

- ✕ You are required under federal Fair Housing law to allow therapy animals, such as a seeing eye dog.
- ✕ You cannot charge any additional fees or deposits for such animals.

LEASE ADDENDUM - PET

This is an addendum to the following described lease.

Rental Unit Address:

Lease Date: _____ Unit Number (If Any): _____

Resident Name(s):

If there is more than one resident, "resident" includes all residents.

1. The lease is modified to allow resident to keep the below described pet in the rental unit under the conditions which follow.

2. Pet description.

Species: _____

Breed or type: _____

Weight: _____ lbs.

Height: _____ inches

Color(s): _____

Name: _____

Age: _____

3. Resident must pay one or more of the following as indicated.

a. Additional security deposit of \$_____ increasing the total lease security deposit to \$_____.

b. Non-refundable fee of \$_____.

c. Additional monthly rent of \$_____ increasing total rent to \$_____.

4. Whenever pet is outside resident's rental unit it must be controlled by resident with a leash.

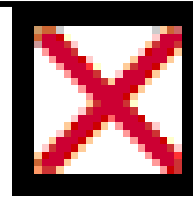
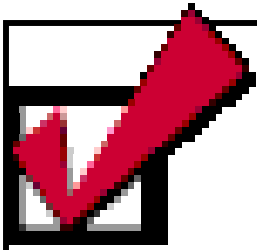
5. If pet disturbs or annoys neighbors or persons on the property, resident may be required to remove pet from the premises upon 7 day's notice.

Date Executed: _____

Date Executed: _____

Resident Signatures:

Landlord or Property Manager Signature



The *Right's* & *Wrong's* of the *Notice of Intent to Enter*

Issue this Notice when...

you wish to enter to residence for reasons other than those already agreed to, such as pest control.

RIGHT'S ✓✓✓

- ✓ Put the name(s) of ALL persons named on the lease on the Notice of Intent to Enter including guarantors who have signed the Lease.
- ✓ This Notice must be posted at least 12 hours prior to entering the residence.
- ✓ This Notice must be posted between the hours of 7:30 a.m. and 8:00 p.m.
- ✓ This is form is mandatory! It is required by Florida Statutes Section 83.53.



Delivery Options:

This Notice should be posted on the tenant's door or hand-delivered ***at least 12 hours prior to entering.***

WRONG'S ✕✕✕

- ✕ Do not enter the residence alone.
- ✕ If entering to check some form of complaint or suspected damage or noncompliance, take a camera to document findings.

NOTICE OF RESIDENT MANAGER'S INTENT TO ENTER

Date _____

To _____

Please be advised that the manager of _____
_____ will be entering your residence of the _____ day of _____,
20____, in order to _____

This notice is given in strict compliance with Section 83.53, Florida Statutes.

Owner/Agent

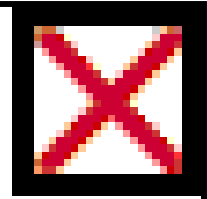
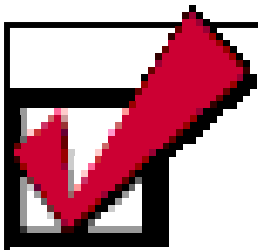
CERTIFICATE OF SERVICE

I hereby certify that a copy of the above notice was:
_____ delivered to _____ by hand
_____ posted on the promises described above in the tenants absence

on _____, 200____.

By:

Owner/Agent



The *Right's* & *Wrong's* of the *Dishonored Check Notice*

Issue this Notice when...

you receive notification from your bank of a dishonored check or non-sufficient funds.

RIGHT'S ✓✓✓

- ✓ Put the name(s) of ALL persons named on the lease on the Notice of Intent to Enter including guarantors who have signed the Lease.
- ✓ Mail this notice, via Certified Mail, immediately.
- ✓ Include late fees and your NSF charge as indicated in your lease.
- ✓ Include a Three Day Notice for the rent that is not paid and now late.



Delivery Options:

This Notice must be sent Certified Mail pursuant to Florida Law.

DISHONORED CHECK NOTICE

_____, 200 _____
(date)

(name of check writer)

(rental unit street address & number)

(city, county, state, zip)

You are hereby notified that a check, numbered _____, in the face amount of \$ _____, issued by you on _____(date)_____, drawn upon _____(name of bank) _____, and payable to _____, has been dishonored. Pursuant to Florida law, you have 7 days from receipt of this notice to tender payment of the full amount of such check plus a service charge of \$25.00, if the face value does not exceed \$50, \$30, if the face value exceeds \$50 but does not exceed \$300, \$40, if the face value exceeds \$300, or an amount of up to 5 percent of the face amount of the check, whichever is greater, the total amount due being \$ _____ and _____ cents. Unless the amount is paid in full within the time specified above, the holder of such check may turn over the dishonored check and all other available information relating to this incident to the state attorney for criminal prosecution. You may be additionally liable in a civil action for triple the amount of the check, but in no case less than \$50.00, together with the amount of the check, a service charge, court costs, reasonable attorney fees, and incurred bank fees, as provided in s. 68.065 if payment is not made within 30 days.

(community name, if any)

(signature)

(street address)

(name and title)

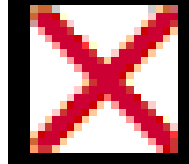
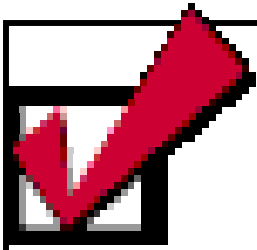
(city)

(telephone number)

Sent certified mail # _____ on _____.

Mailed by:

(signature of person who mailed)



The *Right's* & *Wrong's* of the *Key Release Form*

Issue this Notice when...

The tenant gives you authority to release a key to their unit to a third party (such as furniture deliverers).

RIGHT'S ✓✓✓

- ✓ Put the name(s) of ALL persons named on the lease on the Key Release Form including guarantors who have signed the Lease.
- ✓ This form is important to eliminate the Landlord's liability.
- ✓ You or your agent should accompany the third party to the property.

WRONG'S ✕✕✕

- ✕ Do not release the key until the Form is fully completed and signed.
- ✕ Do not allow the third party to enter the residence without being accompanied by you or your agent.

KEY RELEASE FORM

Date _____

Address _____

I, _____, hereby authorize _____
_____ to release a key to my residence on _____,
20____ in order to _____

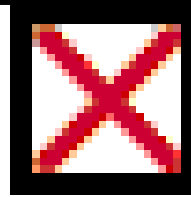
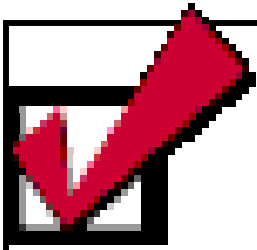
I understand that _____ is not responsible for the actions
of to whom the key is released.

Resident

Owner/Agent

Resident

Date



The *Right's* & *Wrong's* of the *Notice of 30 Day Notice Period*

Issue this Notice not more than 45 days prior to the end of the lease term and not less than 31 days before the end of the lease term.

RIGHT'S ✓✓✓

- ✓ Put the name(s) of ALL persons named on the lease on the Key Release Form including guarantors who have signed the Lease.
- ✓ This form is required by Florida Statute.

NOTICE OF 30 DAY REQUIRED NOTICE PERIOD

Date _____

To _____

If you intend to vacate your dwelling at the end of your lease term, you must give us not less than 30 days notice prior to your lease expiration date. If you do not, you must pay us a lease termination fee of \$_____.

Owner/Agent

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above notice was:
_____ delivered to _____ by hand
_____ posted on the promises described above in the tenants absence

on _____, 200____.

By:

Owner/Agent

Fair Housing Law

Federal Regulations Regarding Leases

The Fair Housing Act prohibits discrimination in the sale or rental of housing on the basis of:

- Race
- Color
- National Origin
- Religion
- Sex
- Familial Status, including the presence or expected presence of children under 18, pregnant women or individuals securing the custody of children under 18
- Disability – physical, mental, sensory, AIDS/HIV, or persons in recovery from addiction

Examples of Fair Housing Violations

- Refusal to rent housing based on any of the above classes
- Falsely denying that a house is available for inspection or rental
- Making housing unavailable
- Refusal to allow a disabled resident to make a reasonable modification
- Asking questions about an applicant's disabilities that were not necessary or appropriate for the application process
- Setting different terms, conditions or privileges for the rental of a dwelling
- Providing different housing services or facilities
- Directing a renter to a specific neighborhood or area of a community based on one of the protected classes
- For profit, persuading owners to sell or rent (Blockbusting)
- Advertising or making a statement that indicated a discriminatory preference