CHAPTER 5
APPLICANT SCREENING

Learn the strategies for finding the best tenants

How can you find the Best Tenants?

As a landlord, you understand that your property is important, and you want to find tenants you can trust to take care of your property and pay rent on time. How can you connect with these tenants?

The first step to attracting them is to follow the steps in Chapter 3, which outlined the best practices for marketing rental units. The second step is through good, thorough, and consistent applicant screening. Good screening saves time, money, and possibly legal entanglements. Additionally, it keeps your property and neighborhood safe.

Why Knowing Your Fair Housing Laws is Important

But good screening also means offering every applicant a chance. The Fair Housing Act makes it illegal to “Discriminate in the terms, conditions, or privileges of the sale or rental of a dwelling,” and “Indicate any discriminatory preference or limitation with respect to the sale or rental of a dwelling.”

These stipulations often leave landlords confused as to what they can and cannot do when screening clients. Some think that fair housing laws mean that landlords have to accept all tenants. But this isn’t true. Landlords have the legal right to reject tenants if it is for reasons not related to the tenants’ protected class. This chapter will explain how landlords can craft a rental application and screening process that does not violate the aspects of the Fair Housing Act.
1. WRITE A TENANT CRITERIA AND RENTAL AGREEMENT THAT COMMUNICATES YOUR POLICIES AND EXPECTATIONS

*Make sure you have clearly-stated rules and that your applicants have read and understood them*

Most attorneys and legislative authorities consulted for this guide stressed the importance of developing *written rental criteria* and attaching a copy to every application a landlord hands out. This criteria should also be posted in a landlord's office.

This section includes sample written criteria that a landlord might use. While you may want to modify this sample to suit your own business and properties, it’s important to remember the main goal of this agreement, which is to *encourage honest, well-intentioned tenants to apply, while discouraging dishonest tenants.*
Application Information: What You Need to Make an Informed Decision

When crafting a rental application, remember to keep it simple. If you’re having trouble, or are unsure of what to include, contact a local legal publishing company, a rental housing association, your local Landlord-Tenant Organization, or your own attorney. They may have advice or copies of a compliant application form.

What to Include in the Rental Application

Here are the basic things that you can include if you really want to perform a thorough screening. All rental applications should include:

- Date of birth
- Driver’s license or identification, and state or government of issuance
- Social Security Number or Individual Taxpayer Identification Number (needed for a credit check)

- Full name, date of birth for person over 18 years old, and relation of all people who will be occupying the premises. Avoid asking the ages of minor children.

- Name, address and phone number of last two landlords

- Income/employment information from the past year, including income/salary and a contact/supervisor’s name, phone number, and address

- If self-employed, ask for a copy of a business license, tax returns, bank records, or client references

- Additional income. It is only necessary to list income that the applicant wants included for qualification

- Credit and loan references, including:
  - Auto payments
  - Department store purchases
* Department store purchases

* Other loans

Bank references. Including the bank name, account number, address, and phone number

**Additional Information to add as Appropriate:**

- Information about pets and pet deposits

- Name and phone number of a relative to call in case of an emergency

- Drug conviction questions.* For example: *In the last X years, have you, or any other person named on this application, been convicted for dealing or manufacturing illegal drugs?*

**What not to Include in Your Rental Application**

Under Ohio Law it is unlawful to make any inquiry, elicit any information, make or keep any record, or use any form of application containing questions or entries concerning race/color, religion, sex, familial status, ancestry, handicap, national origin in connection with the sale or lease of any housing. [ORC §41132.02(H)(8).]

The only exceptions to these provisions are making inquiries or keeping records to comply with the Ohio civil rights statute (usually in response to a previous complaint and/or lawsuit) and making inquiries regarding handicaps or disabilities if one is offering housing specifically for disabled individuals. [ORC §41132.02(H)(8) and (17).]
Sample Written Tenant Criteria

Introduction

We are working with neighbors and other landlords in this area to maintain the quality of the neighborhood. We want to make sure that people do not use rental units for illegal and/or damaging or disruptive activity. To that end, we have a thorough screening process.

If you meet the application criteria and are accepted, you will have the peace of mind of knowing that other renters in this area [apartment community] are being screened with equal care, and as a result, there may be a reduced risk of illegal activity occurring in the area.

Please review our list of criteria. If you feel you meet the criteria, please apply.

Please note that we provide equal housing opportunity: we do not discriminate on the basis of race, color, religion, sex, disability, national origin, familial status, ancestry, military status, sexual orientation, or other locally protected classes [add other protected classes as required by local law in certain jurisdictions].

SCREENING CRITERIA

1. A complete application. One for each adult (18 years of age or older). If a line isn’t filled in, or the omission is not explained satisfactorily, we will return it to you.

Criteria #1 will help you make sure that you have all the information you need in order to screen a tenant. Social Security Numbers and dates of birth are essential for a thorough screening. Without these pieces of information, running a credit check becomes difficult.

As a landlord, you have a right to know who wants to live in your unit. It is important to get a separate application from each person in the household who is above the age of 18.

If you are in a local jurisdiction where “age” is specifically defined as a protected class in rental housing, it will be important to verify your procedure for reviewing photo IDs with an experienced landlord-tenant attorney prior to implementing this policy.
2. **Rental history verifiable from unbiased sources.** If you are related by blood or marriage to one of the previous landlords listed, or your rental history does not include at least two previous landlords or cover a set period of time, we will require: a qualified co-signer on your rental agreement (qualified co-signers must meet all applicant screening criteria) or an additional security deposit of $X amount.

It is your responsibility to provide us with the information necessary to contact your past landlords. We reserve the right to deny your application if, after making a good faith effort, we are unable to verify your rental history.

Criteria #2 makes it difficult for dishonest applicants to lie about their past rental behavior.

3. **Sufficient Income/Resources.** If the combination of your monthly personal debt, utility costs, and rent payments will exceed $X% of your monthly income, before taxes, we will require a qualified co-signer on your rental agreement (or an additional deposit of $Z amount). If the combination exceeds $X+Y% of your monthly income, your application will be denied.

We must be able to verify independently the amount and stability of your income. (For example, through pay stubs or documentation showing receipt of public or pension benefits, employer/source contact, or tax records. If self-employed business license, tax records, bank records, or a list of client references.)

Criteria #3 ensures tenants have a verifiable source of income. Some prospective tenants will claim to be self-employed and assume that you won’t follow up. You can verify self-employment by requesting tax returns or a copy of their business license. It may make more sense to remove any income requirements for Housing Choice voucher applicants, since your public housing agency will already have determined the amount of the applicant’s subsidy based on their ability to pay.

4. **Two pieces of identification must be shown.** We require a photo ID (driver’s license or other government issued photo identification card) and a second piece of identification as well (can be without a photo ID, like a credit card or debit card). Present with completed application.

Some applicants may not have a regular source of income, but do have substantial savings. In this case, it is a good idea to set guidelines that define a minimum cash net worth for people in this situation. This is usually defined as a multiple of the monthly rent.

If requiring a co-signer seems like more trouble than it’s worth for your particular units, there are other options. For example, you could require an additional pre-paid renter security deposit if the renter does not have a verifiable rental history.
Criteria #4 makes sure you have some official document confirming the identity of the prospective tenant. Notice that there are no requirements for the second piece of identification. That’s because as long as you have one “official” form of ID, then something like a credit card, a student ID will do. Someone who carries a false ID is unlikely to have two false IDs with the same name on them.

5. False information is grounds for denial. You will be denied rental if you misrepresent any information on the application. If misrepresentations are found after a rental agreement is signed, your rental agreement will be terminated.

Criteria #5 lets prospective tenants know that they will be turned down if they are not honest with you.

6. Criminal convictions for certain types of crimes will result in denial of your application. You will be denied rental if, in the last X years, you have had a conviction for any type of crime that would be considered a serious threat to real property or to other residents’ peaceful enjoyment of the premises, including the manufacture or distribution of controlled substances.

Criteria #6 is optional. If you are performing the other criteria, then this step may become unnecessary. People who have completed their prison terms need a place to live. If the crime was committed 10 years ago and the applicant’s record has been crime-free since, this applicant could make a good tenant.

A policy that automatically disqualifies applicants with criminal backgrounds may unnecessarily limit your tenant pool. When performing a background check, consider the time since the crime occurred, what kind of crime was committed, and if the applicant’s criminal record would impact the kind of tenant the applicant would be.

If you choose to perform a background check, you must perform a background check on every applicant. Picking and choosing could be a violation of fair housing law.
7. Certain court judgments against you may result in denial of your application. If, in the last X years, you have been through a court-ordered eviction, or had any judgment against you for financial delinquency, your application will be denied. This restriction may be waived if there is no more than one instance, the circumstances can be justified, and you provide a qualified co-signer on your rental agreement.

Criteria #7 is also optional. You may find it good policy to turn down applicants who have been evicted in the past, although a single eviction may not indicate a problem tenant.

8. A poor credit record (or overdue accounts) may result in denial of your application. Occasional credit records showing payments within 30 to 60 days past due will be acceptable, provided you can justify the circumstances. Records showing payments past 90 days are not acceptable.

Criteria #8 is included because you, as a landlord do not want to loan the use of your property to people with poor credit. But you may want to make some exceptions for certain bills. Unpaid bills for medical expenses may be worthy of exception. But it is generally not a good idea to rent to tenants who have a history of not paying previous landlords.

While most jurisdictions do not classify "source of income" as a protected class under fair housing laws, landlords should be careful not to discriminate based on income earned due to age or disability.

Treating income from Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI), differently from employment income may be a violation of fair housing laws.
9. Poor references from previous landlords may result in denial of your application. You will be turned down if previous landlords report significant complaint levels of noncompliance activity such as:

- Repeated disturbance of neighbors’ peace
- Reports of prostitution, drug use, dealing, or manufacture
- Damage to property beyond normal wear & tear
- Reports of violence or threats to landlords or neighbors
- Allowing persons not on the lease to reside on the premises
- Failure to give proper notice when vacating the property

Also, you will be turned down if a previous landlord would be disinclined to rent to you again for any reason pertaining to lease violating behavior of yourself, your pets, or others allowed on the property.

Criteria #9 is important because while many landlords requests references from previous landlords, many landlords fail to follow up and check references. Actually checking references is a simple task that can help save you many headaches in the future.

10. There is a $X application fee, conditionally refundable. If you are accepted, the deposit will be applied to your security deposit. If you withdraw your application after we have incurred screening expenses, we will not refund your deposit. In all other cases, the deposit will be refunded.

Criteria #10 is optional and helps you make sure that all applicants are committed to renting the unit. You don’t want to waste time and money screening tenants who are not serious about renting your unit. Remember to provide a receipt for each prospective tenant which lists the amount of the deposit and the terms under which the deposit is refundable.
11. We will accept the first qualified applicant

Criteria #11 will help you make sure that you meet the requirements of fair housing law. In general, it is the best policy. Take all applications in order and note the date and time of each application received. Then start processing the first applicant. If that applicant meets all your requirements, then you don’t have to go any further. Offer the unit to the first qualified applicant. This is the most fair policy, and it can help protect you from accusations of discrimination.
The Rental Agreement

Including a copy of your rental agreement with each rental application is a good idea. It lets applicants know you are serious about your rental policy (See Chapter TK for more on rental agreements). Additionally, you can include a section in your rental application that explains important aspects of the rental agreement. Here’s one example:

IF YOU ARE ACCEPTED

On acceptance, you will be required to sign a rental agreement in which you will agree to abide by the rules of the rental unit or complex. A complete copy of our rental agreement is available for anyone who would like to review it. In particular, in addition to other important requirements, please note that your rental agreement will:

- Require that you prevent all household members, guests, and visitors from engaging in any behavior that violates the lease.

- Forbid you and any member of your household, or your guests, from engaging in the illegal use, sale, manufacture, or distribution of drugs, or any other criminal activity on or near the property.

- Limit your ability to allow guests to stay for long periods without the advance permission of the landlord.

- Provide that serious or repeated violations of the lease requirements on these items, or any other item addressed by the rental agreement, will result in termination of your rental agreement.

Please read the entire rental agreement carefully, as we take each part of the agreement seriously. The agreement has been written to help make sure that our tenants are given the best housing we can provide and to help us prevent illegal and/or irresponsible activity from disturbing the peace within our rental community.
Other Forms and Procedures
Along with information about the rental agreement, you may also want to include additional information or documents related to:

- Waiting list policies
- Move in/move out forms
- Security deposits
- Smoke detector compliance
- Prepaid Rent
- Other issues related to your rental unit
- Pet Deposits

Should You Charge an Application Fee?
Some landlords charge an application fee to cover tenant screening costs. Others ask for a security deposit before applying in order to make sure that the applicant is serious about renting the unit. While policies vary, most landlords will stipulate that if the applicant is accepted, but chooses not to rent the apartment, the fee and deposit will be refunded.

Why charge an application fee?

- **Fees and deposits encourage “self screening.”** People who are less responsible or who may engage in inappropriate or illegal activity may see your fee as a sign that you will screen carefully and actively manage your property.

- **Fees and deposits save time.** You will spend less time screening people who are not really serious about renting from you. Also, when a financial commitment is involved, an applicant will be extra careful to make sure all the information on the application is accurate.
Keep Your Fees Fair
Charging a fee may not be ideal for every landlord. And if you do decide to pursue such a policy, be sure that your fees are reasonable. You can do this by:

- **Charge to cover the costs of screening, but no more.** For example, if you are running a credit check, only charge the applicant the cost of the credit check.

- **Make sure to return fees and deposits** to all applicants who were not given the opportunity to rent the unit. You should return the money even if you incurred some cost while screening the applicants. If applicants must pay a fee even when they are not offered a unit, then the cost of just finding a rental becomes prohibitive.

How to Verify Information
As you review the following list, keep in mind that you will not have to do every step but the basics, written in **bold**, should be done every time.

1. **Compare the ID to the Information on the application**
Make sure the photo ID matches the applicant and the information matches that given on the application form. If the picture, address, and numbers don’t match the application information find out why. You may have cause to turn down an application. Unless obvious inconsistencies can be explained and verified to your satisfaction, you don’t have to rent to the applicant.

2. **Get a professional screening**
A credit report will provide independent verification of much of the application material. You can find out about past addresses, court-ordered evictions, credit worthiness, past due bills, and other information. The reports are not foolproof, but they provide a good start.
3. Independently identify previous landlords

The most important calls you make are to the previous landlords. The best indicator of a tenant’s future behavior is his or her past behavior. There are 3 steps to verifying ID with other landlords:

**How to get effective credit checks**

- **Join a credit bureau.** If you are managing a number of units and are likely to be screening applicants every month, you may find it cost-effective to join a credit bureau directly and spend the time to learn how to interpret their reports. But note that even some very large management companies go through associations or contract with applicant screening firms to gain the benefits of their outside experience.

- **Have a third party pull the report and offer interpretation.** If you are not screening a sufficient volume of applicants, or would like assistance in interpreting the reports, contact an applicant screening firm or local rental housing association for assistance.

  Be sure to get the applicants signed authorization before performing a credit check.

**Step 1: Verify the past address through the credit check.** If the addresses on the credit check and the application don’t match, find out why. If they do match, you have verification that the tenant actually lived there.

**Step 2: Verify ownership of the property through tax rolls.** Call the county tax assessor or check by visiting the Fiscal Officer online at [fiscalofficer.cuyahogacounty.us](http://fiscalofficer.cuyahogacounty.us). You can get the name and address of the owner of the property that the applicant previously rented. If the name matches the one provided by the applicant you have the actual landlord.

If the name on the application doesn’t match with tax rolls, it still be legitimate. Sometimes tax rolls are not up to date, property has changed hands, the owner is buying the property on a contract, or a management company had been hired to handle landlord responsibilities.

Most of these possibilities can be verified. If nothing else, a landlord who is not listed as an owner on the tax rolls should be familiar with the name of the person who is listed. So ask when you call.
Step 3: If possible, cross check the ex-landlords’ phone numbers with the phone book or online. This will uncover the possibility of an applicant giving the right name, but a different phone number (e.g., of a friend who will pretend to be the ex-landlord and vouch for the applicant).

Now you have verified the landlord’s name, address, and perhaps even the phone number. If the applicant gave you information that was intentionally false, deny the application. If the information matches, call the previous landlords.

If the applicant is currently renting somewhere else, the present landlord may have an interest in moving the tenant out and may be less inclined to speak honestly. In such an instance, your best ally is the landlord before that—the one no longer involved with the tenant. Whenever possible, locate and talk to a past landlord with no current interest in the applicant.

4. Make a list of prepared questions for previous landlords
Applicant verification forms—generally available through rental housing associations or through legal publishing companies—give good indications of the basic questions to ask. But you may wish to add other questions that pertain to your screening criteria. In particular, many landlords we spoke to use this question:

If given the opportunity, would you rent to this person again?

Also, if you suspect the person is not the actual landlord, ask about various facts listed in the application that a landlord should know—the address or unit number previously rented, the zip code of the property, the amount of rent paid. If the person is unsure, discourage all requests to call you back. But do offer to stay on the line while the information gets looked up.

5. Get co-signers if necessary
If the applicant meets one of your defined “borderline” criteria—such as having rented from a relative previously—and you have posted the appropriate rule, require that a co-signer apply with the applicant. Verify the credit and background of the co-signer just as you would a rental applicant. To ensure the legal strength of the co-signing agreement, you may wish to have your attorney draw up a document you can use for such purposes.
6. For Housing Choice Voucher renters, submit a written request for information to your local public housing authority

Contact your local public housing authority for details about the process. In a nutshell, once you have a signed release from the applicant, you may be able to verify information on the application with that contained in the Public Housing Agency’s files.

7. Verify income sources

Call employers and other contacts using phone numbers from the directory.

What about income from disability payments?

If an applicant does not list employment but states that he or she receives disability benefits, **do not make inappropriate inquiries into his or her disability**. Treat these disability payments as you would employment income, and verify that they are adequate to meet your income requirements and that the person is actually receiving them.

8. Verify all other information according to your screening criteria

Remember, before you call employers, banks, or other numbers listed on the application, verify the numbers through your local phone book or long distance directory assistance.

Should you hire employees to screen applicants?

Many landlords hire people to assist with the tasks that come with property management, including tenant screening. If you decide to do this, it is important that these potential employees are screened thoroughly themselves and receive training on the Ohio Landlord-Tenant Law and federal, state, and local fair housing laws.

If an employee breaks a law while on duty, both the employee and employer can be held responsible by the party harmed from the action.
How to Turn Down an Application

In general, if you have posted fair rental criteria and you screen all applicants against those criteria, you may safely reject an application that does not meet your guidelines.

Opinions vary regarding the amount of information that is required to be given when rejecting an application.* We recommend, at the minimum, following the guidelines defined by the federal government in the Fair Credit Reporting Act for denial of credit.

The following is intended as a general overview of how it works for two different types of application rejections. See the law itself for an exact description.**

Rejection Type #1: Based in whole or in part on information from non-paid sources

For example, based on information from a previous landlord

While you are not required to disclose immediately your reason for rejecting applications in these situations, you are required to advise applicants of their right to submit, within 60 days, a written request for that information and their right to a response from you, within a reasonable period of time. Here is an example of how to word the request:

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Hiring and training employees: The basics

- Once property managers are hired, make certain they are trained in effective applicant screening.

- Be sure they understand, and follow, the requirements of fair housing laws. Having managers and other employees attend refresher fair housing course will ensure that you are up-to-date in the latest elements.

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* If you are managing public housing or publicly subsidized units, your disclosure requirements may be greater than the ones described here.

** The full text of the Fair Credit Reporting Act is available at www.ftc.gov.
Based on a check of information you provided in your application, you do not meet our posted rental criteria. If you have questions about this decision, you may submit a request in writing to [your name and address] within 60 days, and we will explain the basis for the decision within a reasonable period of time.

If you receive such a request, then report the nature of the information upon which the adverse decision was based.

If the rejection is based on information from a person who is your “affiliate” (e.g. a co-worker or a co-owner): The process is identical to that described above, except that the required response time is specifically stated: 30 days or less from the date the landlord receives the rejected applicant’s written request.

When possible, keep it simple. For example, if you are turning down an application simply because you accepted an earlier application, just say so. Or, if one look at the application indicates that the person doesn’t have nearly enough income to rent the unit, don’t make the applicant wait a week to find out—again, just say so.

Rejection type #2: Based in whole or in part on information from paid sources

For example, information from a credit report, or a screening company

Because of the potential for abuse of, or misinformation in, credit reports, the Fair Credit Reporting Act requires that very specific information be provided to applicants who are rejected based on information obtained from a “consumer reporting agency.”

While the information may be provided orally, it is a good idea to give written notification just to make sure you are in full compliance with the Act. The following is only intended as a brief orientation. The screening company or other consumer reporting agency you work with should be able to answer your questions and provide you with a simple, written form to help ensure you are in full compliance with the Act.
Information that landlords are required to provide when rejecting based on information from a paid source

- **A notice of the rejection.** Sample wording:

  “Based on information we have received from your credit report (or other paid source) you do not meet our written rental criteria and we have therefore chosen to deny your application for tenancy.”

- **The name, address, and telephone number** of the consumer reporting agency used that furnished the information. Include the agency’s toll-free number if one exists.

- **That the consumer reporting agency did not make the decision to reject the applicant** and therefore it is likely that they will not be able to explain the reason for the decision.

- **That the applicant has the right to contact the consumer reporting agency** within 60 days to receive a free copy of their report.

- **That the applicant has the right to dispute the accuracy or fairness of information** that appears in the consumer report furnished by the consumer reporting agency.
Notes
CHAPTER 6
RENTAL AGREEMENTS

How to get it all in writing

What is a Rental Agreement?

According to Ohio law, a rental agreement is “any agreement or lease, written or oral, which establishes or modifies the terms, conditions, rules, regulations, or any other provision concerning the use and occupancy of residential premises by one of the parties” [ORC 5321.01].

In other words, a rental agreement is the lease that a landlord offers a tenant prior to the tenant occupying the landlord’s property.

Some landlords use oral agreements—particularly for month-to-month rentals. This may be acceptable in some specific cases, but we strongly recommend putting all agreements in writing. This will help prevent misunderstandings and assure that you will be able to act within your rights as a landlord.

The Basics

Protect your rights. Minimize misunderstandings. Ensure simple and fair problem resolution. You can do that and more with an effective rental agreement. This chapter outlines the rental agreements practices that are fair to both tenants and landlords. They are:

1. Use a Current Rental Agreement

2. Decide on Month-to-Month or Long Term
1. Use a Current Rental Agreement

Many property managers continue to use the same rental agreements they started with years ago. Federal and state law can change yearly, and case law is in constant evolution. By using an outdated rental agreement, a landlord may be giving up important rights. If a problem tenant chooses to fight in court, an outdated rental agreement, a landlord may be giving up important rights or cost the landlord the case.
Property Management Associations can Assist You with rental forms. They consider it their job to make sure they are consistent with current laws.

Local legal document publishing companies may also be good sources for effective pre-written rental agreements. But make sure that you buy forms that are developed for the laws of your state. “Generic” rental agreements sold nationwide will not work as well as more tailored agreements. Unless you are planning to work with your own attorney to develop a rental agreement, make sure you purchase up-to-date forms from one of these sources.

2. Decide on Month-to-Month or Long Term

Laws regulating the enforcement of lease terms vary significantly by state. In Ohio, a landlord can use a month-to-month rental agreement that allows either party to terminate the tenancy without specifying a cause on short notice—30 days—or can use a lease of set duration (e.g. six months or one year).

Determining month-to-month and long term leases. Market factors and the expectations of local landlord and tenants may be the most important factors in determining the best approach.

Regardless of the type of agreement used, keep in mind that no tenant is protected from a landlord’s enforcement action if the tenant violates local landlord-tenant laws or does not comply with a legal provision of the agreement. If tenants are in violation of the law, or are not in compliance with the lease, a landlord may serve notices that require the behavior to be corrected within 30 days or the tenant to move out.

Although the terms or your agreement are important, even the best rental agreement is not as valuable as effective applicant screening.
3. Understand the Landlord-Tenant Laws and Fair Housing Laws

The Ohio Landlord Tenant Law is incorporated into every rental agreement, and a landlord and a tenant may not make a rental agreement that is inconsistent with, or prohibited by, the Ohio Landlord Tenant Law. [ORC 5321.06]

Rental Agreement Topics Allowed. The Ohio Landlord Tenant Law provides that a landlord and a tenant may include, as a part of a rental agreement, any topic that is not prohibited by law. These topics can include:

- Where and how the rent is to be paid
- The amount of rent to be paid, and when it is due
- The amount of the security deposit
- The term of the rental agreement, including both the beginning and end dates
- Who is responsible for paying what utilities
- Names of the people who will be living in the unit
- The tenant’s right to sublet

Rental Agreement Topics NOT Allowed. Under the Ohio Landlord Tenant Law, certain provisions may not be added to the rental agreement. Examples include:

- A clause in the rental agreement that prohibits the tenant from taking any proper legal action against the landlord
- A requirement that a tenant confess judgment (i.e. admit violation of the landlord tenant law or rental agreement)
- A requirement that the tenant will be held responsible for the landlord’s attorney fees
- Any clause in the rental agreement that limits the landlord’s liability arising under the law or pursuant to a rental agreement
- Any unconscionable (unfair) agreements (see below)

Unconscionable clauses. Under ORC 5321.14, unconscionable clauses in rental agreements are specifically forbidden. If a court should find any clause of a rental agreement to be unconscionable, the court can refuse to enforce that clause or possibly invalidate the entire rental agreement.
For example: an agreement that gives the landlord the right to unilaterally rescind any provision on the lease.

4. Know what Elements you want to Emphasize in your rental agreement

Inspect your rental agreement to see if it has language addressing the following provisions. If they are not in the rental agreement, consider adding them. To gain the most prevention value, you will need to point out the provisions to your tenant and communicate that you take your rental agreement seriously. Here are some examples you may want to include in your rental agreement:

Subleasing is not permitted
Tenants in Ohio may not sublease unless the rental agreement specifies otherwise. But it is still important to make it clear that the tenant cannot transfer the rental agreement and may not sublet the dwelling.

Only those people listed on the rental agreement are permitted to occupy the premises.
If the tenant wants another adult to move in, that person must submit a completed application and pass the screening criteria for rental history.

Guest or Resident—What’s the Difference?
You may need to define the difference between a “guest” and a “resident.” Under Ohio law, tenants are well within their rights to have guests stay with them for short periods of time (up to seven weeks in certain instances). It is generally inappropriate for landlords to place limits on the ability of the tenant to have other adults establish their residence at the rental without permission.

There are a number of factors courts consider when determining whether someone is an occupant or a guest, including:

- Number of days per week or length of stay
- Any use of another residence
- Where clothes and other personal belongings are maintained
- Where meals are eaten
- Where mail is received
- Address used for driver’s license and/or state identification
No drug activity
Make it clear that the tenant must not allow the distribution, sale, manufacture, or use of controlled substances on the premises. Under Ohio law (ORC § 5321.04(A)(9) and §5321.1(C)), if a landlord has actual knowledge or reasonable cause to believe that a tenant, a member of a tenant’s household, or a tenant’s guest is in violation of certain provisions relating to illegal drug activity, the landlord “shall terminate the tenancy.” You could also add various other types of crimes—such as prostitution or other felony level criminal behavior on the premises. It’s already illegal, but spelling it out but spelling it out in the rental agreement can make it easier to serve eviction notices for the problem.

The tenants are responsible for conduct
Tenant should understand that they will be held responsible for the conduct of themselves, their children, and all others on the premises under their control. Generally speaking, landlord-tenant laws are designed to allow the tenant the same “my home is my castle” right to privacy as that enjoyed by any owner-occupant. However, with the right to private enjoyment of the “castle” comes with the responsibility to control what goes on there. Most landlord-tenant laws address this issue, but spelling it out in the rental agreement may help as well.

For people who plan to “front” for illegal activity, this underscores the point that they will be given as little room as possible to protect themselves by claiming the acquaintances, and not themselves, were involved in the activity.

Wording on this provision should be done with care—you may not go so far as to hold victims responsible for the behavior of people who abused or intimidated them into silence. In some jurisdictions, landlords have been sued for trying to evict domestic violence victims when their spouses or partners violated a restraining order or damaged the rental property. If any of your tenants is in such a situation, offer to work with him or her (as well as the police) to ensure their safety, rather than rigidly applying a policy that blames the victim of domestic violence.

Check with a local property management association or your own legal advisor before setting this criterion. Assuring your tenant that you will take this clause seriously may curb illegal behavior by others. Having the stipulation spelled out in the rental agreement will put you in a better legal position should that become necessary.
5. Decide if you want to Include a Lease Addendum that Forbids Illegal Activity

Many rental owners have begun to attach an addendum to their rental agreements spelling out specific crimes under state and local law that will be considered violations of the lease. A version of such an addendum is provided in the Appendix to this manual. Before using such an addendum, have your attorney review it.

While the behaviors proscribed in such addenda are generally against the law, spelling them out as prohibited in the lease may allow you additional legal choices should you have to evict tenants for allowing or conducting criminal behavior. Even more important, announcing your commitment to maintaining safe housing through the use of such a lease addendum can be a valuable tool to discourage those planning criminal activity from moving in.

6. Conduct a Pre Move-In Inspection

Prior to signing the rental agreement, walk through the property with the tenant and make a visual inspection together. Some landlords use check in/check out forms developed for this exact purpose. Others take photographs which are then signed by both parties. Still others make a pre-move-in videotape with the tenant.

The Pre-Move-In Inspection:
Keep Track of the Details

Using checklists, cameras, or video cameras to document the condition of a property are all effective tools for a pre-move-in inspection.

Regardless of your approach, the pre-move-in inspection should have five steps:
1. Inspect the property with the tenant

2. Agree on what repairs are needed & the timeframe within which you will complete them

3. Write down the agreement and have both parties sign it

4. Make any agreed-upon repairs and document their completion

5. Give copies of the repair completion to your tenant and keep signed and dated copies for your files

Should your tenants damage the property, you have a way to prove it happened after they took possession of the unit. This also protects tenants, as the pre-move-in inspection can prevent a bad landlord from trying to hold a tenant responsible for problems that predated their tenancy.

The pre-move-in inspection can reduce the likelihood of some tenants causing damage to the premises. It can also protect you against the rare case of a tenant who may attempt to block a legitimate eviction attempt by damaging the premises and then claiming that the damage was preexisting.

7. Consider Creating a Resident’s Handbook

Many apartment managers, as well as some single-family housing managers, provide a resident’s handbook that spells out rules specific to the property being rented.

Landlord-tenant laws typically place restrictions on what types of rules can be added. But generally property managers have found success with development of guidelines that:

- **Restrict** excessive noise levels

- **Define** behavior for common areas of the premises

- **Spell out** rules for the use of unique facilities such as pools or common laundry areas
In general, managers of apartments may set additional rules for those common areas that are, in effect, “occupied” by management, not tenants.

For example, as the “occupant” of the common areas of an apartment complex, a manager may be able to ask police to remove visitors who are engaged in fights or other intimidating behavior taking place in the courtyard of the complex. In this instance, as in others, managers may exercise more direct, immediate control over problems in the common areas of the property than they can over problems occurring on or inside the specific, privately rented property.

8. Make Sure the Person on the Rental Agreement Picks up the Property Keys in Person

As a final prevention step, some landlords require that only a person listed on the written rental agreement may pick up the keys. This is one more step in ensuring that you are giving possession of the property to the people on the agreement and not to someone else.
CHAPTER 7
ONGOING MANAGEMENT

What to do to keep the relationship working

The Basics

Good landlord/tenant relationships result in decreased workload at your property. Communication is the basis for maintaining a great working relationship with your tenants. This chapter covers the key aspects of active, ongoing management. They are:

1. Do not Bend the Rules
2. Know the Landlord’s Responsibilities
3. Know the Tenant’s Responsibilities
4. Conduct Regular Property Inspections
5. Keep a Paper Trail
6. Get to Know the Neighbors
7. Know what Tax Credits You May Qualify for

1. Do not Bend the Rules

A key to ongoing management of your property is demonstrating your commitment to your rental agreement and to landlord/tenant law compliance. Once you set your rules, enforce them. Make sure you meet your responsibilities, and make sure you hold your tenants accountable for meeting theirs. By the time most illegal activity is positively identified, there is a long history of evictable
behavior that the landlord ignored. Here are the key rules to enforce as a landlord:

**If there’s a serious breach, take action before accepting the next rent payment**

At minimum, as soon as you discover violations of local landlord-tenant laws or of your rental agreement, give tenants written notice that they are required to correct the problem. Then accept the rent.

**If someone other than the tenant tries to pay the rent, get an explanation**

Also, note on the receipt that the payment is for your original tenants only. Otherwise, by depositing the money, you may be accepting new tenants or new rental agreement terms.

**If a person not on the lease may be living in the rental, find out why**

If you take no action to correct the behavior, and you accept rent knowing the tenant has allowed others to move in, you may have accepted the others as tenants as well. So either require the illegal subtenants to submit a rental application, or serve the appropriate notice that would require your original tenant to remove the subtenants under threat of eviction if the action is not taken.

**Fix code violations and habitability issues quickly**

Maintaining habitable housing for tenants is the most important of a landlord’s responsibilities. Ohio law requires a landlord to make most repairs within a reasonable amount of time, generally not to exceed thirty (30) days.

Certain repairs involving health and safety issues (e.g., water and heat in the winter time) must be made as soon as possible. In addition, as discussed earlier, failure to maintain a unit could compromise a landlord’s eviction rights. Tenants may be able to use a “retaliation” defense when a landlord attempts to evict a tenant after a tenant has complained that the rental is substandard.

**Tenant not paying rent? Respond quickly**

Some landlords have let problem tenants stay in a unit, not just weeks after the rent was overdue, but months. While flexibility is important in making any relationship work, be careful about being too flexible. There is a big difference between being willing to receive rent late during a single month and letting your renters stay endlessly without paying. In general, nonpayment notices (directing the tenant to pay or vacate) are some of the faster eviction notices that a landlord can serve.
If neighbors call to complain of problems, pursue the issue

If you get a call from a neighbor who is having an issue with your tenant, find out more about the problem and take appropriate action. If there are misunderstandings, clear them up. If there are serious problems with your tenants, correct them. Chapter 6 — Crisis Resolution gives additional information about steps to take if a neighbor calls to complain.

The bottom line: Set the rules and follow them
If you respect the integrity of your own rules, the tenant will too. If you let things slide, the situation can muddy fast. It may mean more work up front, but once the tenant is used to your management style, you will be less likely to be caught by surprises.

2. Know the Landlord’s Responsibilities

The 3 Areas of Landlord Responsibility
A landlord’s responsibilities generally include:

- **Avoiding illegal discrimination.** Fair housing does not just apply to the application process. Fair housing laws also apply to issues that may arise with existing tenants. *Examples of violating fair housing laws with regard to existing tenants include:*

  - Refusing to grant a *reasonable accommodation* or a *reasonable modification* for a tenant with a disability.
  - Terminating the lease of a tenant who has filed a complaint against a landlord, even if the complaint was found to be without merit.

- Nationwide, landlords may not discriminate on the basis of a tenant’s (or applicant’s) race, color, religion, sex, disability, national origin, or familial status. Ohio law also prohibits discrimination based on ancestry. In some municipalities in Ohio, discrimination based on sexual orientation, gender identity, and military status are also prohibited.

  Other local jurisdictions may have additional protected classes as well. This means you may not use such class distinctions to screen applicants or to treat tenants differently once you enter into a rental agreement and you may not retaliate against individuals for making complaints about alleged violations of such laws even if you feel the complaints are without merit.

- **Providing the tenant with a fit, habitable, sanitary, and safe rental unit.** Landlords are required to comply with building, housing, health, and safety codes. This typically means that prior to the move-in of a new tenant:

  - The unit should be cleaned
  - Garbage and debris from the previous tenant should be removed
  - Pest control problems should be addressed as appropriate
  - Various systems (plumbing, electrical, heating) should work appropriately
  - The unit should be adequately weatherproofed

For more information about the application of fair housing laws, see Chapter 5—Applicant Screening.
• The structural integrity of the unit should be maintained (e.g., no rotted steps)

• Fire safety issues addressed (e.g., smoke detectors installed and access to secondary exits assured)

• Working locks installed

• Other potential safety hazards addressed

• Make sure the unit remains habitable. For occupied units, landlords generally are responsible for all major repairs and are granted both the power and the responsibility to make sure that tenants are doing their part to maintain the habitability of the unit.

Landlords are required to keep the electrical, plumbing, heating, and ventilation systems in good working order and to maintain all appliances and other equipment supplied with the unit.

• Respect the tenant’s right to private enjoyment of the premises. It has been a basic characteristic of landlord-tenant relationships for hundreds of years that once the tenant begins renting the property, the tenant has the right to be left alone. The landlord must respect the tenant’s right to private enjoyment of the unit in much the same way that an owner-occupant’s right to privacy must be accepted. There are some specific exceptions. These include:

  * Serving notices

  * Conducting maintenance inspections

  * Making repairs

  * Showing the unit for sale

In those circumstances where the landlord does have a right to access, the landlord must generally follow a carefully spelled out notification process prior to entering the rented property.
• **Avoid retaliation against a tenant.** Generally, a landlord may not retaliate against a tenant who is legitimately attempting to cause the landlord to meet his/her responsibilities.

  *For example:* a landlord may not increase rent, decrease service, attempt to evict, or take other retaliatory action in response to a tenant asking a landlord to repair a worn out furnace, a rotting step, or to take other actions that fall within the landlord’s responsibility under the law.

• **Enforce the terms of the rental agreement and landlord-tenant law.** While both the rental agreement and the law will identify various behaviors of tenants, in general it is up to the landlord to make sure the tenant complies. If the tenant is not in compliance, the law generally gives landlords the power to serve various types of “cure” and “no-cure” notices to correct the behavior or require the tenant to move out.

Essentially, unless the landlord takes action to correct the problem, there are a few other mechanisms to correct difficulties associated with problem tenants.

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### Problem Tenants and the Police

If your problem tenants are involved in criminal behavior for which there is enough evidence to make an arrest, the police may be able to arrest the tenant and have that person serve jail time.

*However,* while arrest may remove the tenant from the property, you may still need to serve an eviction notice to regain possession of the property. See *Chapter TK—The Role of the Police* for more information.

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### 3. Know the Tenant’s Responsibilities

A tenant’s responsibilities are generally to assure that no harm is done to the unit and that rent is paid in a timely manner. Under Ohio’s Landlord Tenant Act, a tenant’s responsibilities include:

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**Under Ohio law (ORC §5321,04 (A)(9) and 5321.17(C)), landlords are required to evict a tenant when informed by a law enforcement officer of drug activity by the tenant, a member of the tenant’s household, or a guest of the tenant occurring in or otherwise connected with the tenant’s premises.**
• **Do basic housekeeping, comply with the rental agreement, and avoid harming the unit.** Under Ohio law, tenants are required to comply with housing, health, and safety codes. Tenants must:

  * Keep the premises safe and sanitary
  * Dispose of rubbish in the proper manner
  * Use electrical and plumbing fixtures properly (including appliances supplied by the landlord) and keep plumbing fixtures as clean as their condition permits
  * Refrain from damaging the premises, beyond normal wear and tear
  * Ensure that guests do not cause any such damage

From a civil standpoint, tenants are generally considered responsible for the behavior of others they invite onto the premises.

**For example:** tenants typically cannot defend a landlord’s eviction action by claiming that all alleged violations were committed by friends who visited on a regular basis.

• **Pay Rent.** Landlords have the right to receive rent for the use of their property and tenants have an obligation to pay it.

  **Rent Exceptions**

  Exceptions exist only in those circumstances where landlord-tenant laws allow tenants to deposit their rent in an escrow account with the Clerk or Courts when a landlord refuses to meet the landlord’s responsibilities.

  **For example:** If a landlord refuses to fix a broken furnace after receiving written notice from a tenant to do so, the tenant may have the right to deposit their rent with the Clerk of Courts until the

  **The Ohio landlord-tenant law spells out a requirement that tenants be good neighbors. Tenants and their guests must conduct themselves in a manner that does not disturb any neighbors.**

  **Sometimes, units are damaged not necessarily at the fault of the tenant. If a tenant is a victim of domestic violence, there might be damage to unit by an unwelcome guest. Be cognizant of your tenant’s situation and avoid punishing the victim twice.**
repairs are done. In such a circumstance the tenant may also be able to collect other fines or financial penalties from the landlord.

- **Enforce the terms of the rental agreement and landlord-tenant law.** Just as it is up to landlords to make sure that tenants comply with the rental agreement and landlord-tenant law, tenants generally have the right to make sure their landlords comply. Tenants have various powers to abate rent and/or take other action to cause a landlord to comply.

  For some problems, specific agencies can assist in enforcing the law—problems associated with building code violations and fair housing are two examples. *However,* the enforcing agencies often do not get involved unless they are first notified by the tenant. Therefore, chief among the powers generally granted to a tenant is protection from the landlord’s retaliation should the tenant assert a right defined in the law.

- **Allow the landlord reasonable access to the premises.** Tenants must allow a landlord access to their dwelling unit, providing that the landlord made a reasonable request and gave proper notice. Such notices may be waived in the event of an emergency.

- **Comply with drug laws.** Ohio tenants are required to comply with state and municipal drug laws, and are required to ensure that household members and guests do the same.

### 4. Conduct Regular Property Inspections

Property inspections are a cornerstone of active management. If you begin to skip inspections, you will never be sure that they are meeting their responsibility of providing safe and habitable housing. This is important because keeping your property up to habitable standards protects your rights as a landlord.

You may not be able to evict a problem tenant if he or she successfully proves that you are not meeting your responsibilities. *But* if can prove you have made an effort to meet your responsibilities, problem tenants will be less inclined to fight eviction efforts.
The Hidden Benefits of Property Inspection

The main purpose of property inspection is to make sure a unit remains in a habitable condition. But *regular property inspections can also deter criminal activity on the property.*

*For example:* If tenants are aware that you make regular inspections, they will be less likely to make illegal modifications.

*Inspections can help landlords catch illegal issues before they get out of hand.*

*For example:* Regular inspection will help you catch problem tenants who are damaging a unit beyond “normal wear and tear.” Regular inspection will help you identify these problem tenants before damages to the unit become too severe.

The 3 Steps to an Effective Property Inspection

1. **Set an inspection schedule**
   
   And stick to it. You may want to perform at least one inspection per year.* Typically, all homes will need yearly maintenance and repair work.

2. **Let the local law determine your inspection and notice procedures**
   
   Typically, local laws stipulate that landlords can inspect properties if the tenant is given proper notice. Ohio defines proper notice as 24 hours, unless there is an emergency.

   If the inspection is routine, ask the tenant to note any problems or concerns they have with the unit. Good tenants will appreciate your concern and your concern for the unit’s upkeep.

3. **Identify and address all code and habitability issues**
   
   Do a thorough check for problems and take care of any routine maintenance issues, such as replacing furnace or air conditioner filters or putting fresh batteries in the smoke detector.

   Be sure to talk to your tenants about any concerns they may have and make plans for any necessary repairs.

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*Excessively frequent inspections may violate a tenant’s right to possession, privacy, or the quiet and peaceful enjoyment of the premises. Set a schedule that is only as frequent as needed to provide good maintenance and reasonable inspection. Advice your tenants to notify you immediately of any necessary repairs.*
5. Keep a Paper Trail

Verbal agreements are difficult to prove in court, especially if one side claims that the agreement never took place. That’s why you need to get everything in writing. Keep a record of all your agreements and provide copies to the tenant. When tenants know you have documented all agreements, they will be more likely to stay out of court. Keep dated documents that show your good-faith efforts to keep your property habitable.

6. Get to Know the Neighbors

Sometimes, even attentive landlords can miss dangerous or illegal activity on their rental property. And sometimes, they don’t find out until the police have served a search warrant. But situations like this can be prevented if the landlord gets to know the neighbors in the area.

If you find neighbors who appear responsible, reliable, and concerned, introduce yourself and trade phone numbers with them. Ask them to call you if they develop any concerns related to your rental property. Often, you’ll find neighbors happy to meet you and grateful that you’re willing to include them in any problems.

If neighbors contact you, don’t brush off their concerns. If they are reasonable, address them and let them know that they have a neighborhood ally.

7. Know what Tax Credits you May Qualify for

Tax credits and other issues can vary greatly for rental property owners. So this section is just a general overview. But we strongly recommend that you meet with a tax advisor to review your situation. Here are the basics:

Your rental property is a business. And like any business, you have income (rent), and expenses (e.g., repair and maintenance, advertising and marketing). In addition, you can take an allowance for the “depreciation” in the value of the property over the time you rent it. You are required to pay taxes on all rental
income. If you have no income, you may be able to deduct your loss from other income.

- **Insurance**—You may deduct the premiums for theft, fire, flood, and liability insurance. In addition, if you have employees (such as property managers), you may also deduct the cost for health and worker’s compensation insurance.

- **Legal and Professional Services**—These are fees paid to property managers, attorneys, accountants, real estate advisors, and related professionals. These are deductible as long as the work is directly related to the rental.

- **Home Office Expenses**—If you conduct your rental business out of your home and if you meet the IRS’s requirements, you may be able to deduct costs related to utilities, homeowner’s insurance, and even the interest on your home mortgage.

- **Employee and Independent Contractor Hiring Costs**—The costs of hiring contractors to repair your rental unit can be deducted, as can the cost of services such as landscaping or snow removal.

- **Unexpected Losses**—If your property is damaged in fire, flood, or is vandalized, you may be able to deduct all or part of the loss.

For more information, IRS Publications 527 (Residential Rental Property) and 946 (How to Depreciate Property) may be obtained free of charge from the IRS website at [www.irs.gov](http://www.irs.gov).
Deductions are available. But some deductions may decrease your current taxes but increase your future taxes if and when you sell your property. This is why consulting with a tax professional is important. You will need to determine what the best course of action is in your particular situation.

Keep records of all expenses related to your property, along with all income. Whether you use pen and paper ledger, a spreadsheet program (like Microsoft Excel) or an accounting program (like Quicken), it is crucial to have some reliable system.

Keep your property insured. While you can purchase basic property insurance, additional liability insurance, loss-of-rents insurance, or other specialized policies are also available. Which ones are right for you? A competent insurance agent will help you choose the insurance options that are right for you.

Common Tax Deductions for Rental Property

These are among the most common deductions that apply to rental property owners. Consult a tax professional for additional deductions and to find out which deductions are best for you.

- **Interest** — Mortgage interest payments on loans used to acquire or improve rental property and interest on credit cards used for goods and services in or on rental property can be deducted.

- **Operating Expenses** — These include advertising costs, property association dues, utilities not paid by tenants, and others.

- **Repairs** — The Costs to repair rentals can be deducted within the year incurred. Repairs are any costs intended to keep your property in good operating condition but do not materially add value, or substantially prolong the unit’s life, or change the unit’s use. These are all considered Improvements and may not be deducted but the costs may be capitalized and that amount may be depreciated over time.

- **Depreciation** — This is the cost of your property, minus the land value. It is deductible based on the IRS’s schedule, which is currently 27½ years for residential rental property.

For more information on rental property tax policies, you can access IRS Publications 527 (Residential Rental Property) and 946 (How to Depreciate Property) at www.irs.gov.
CHAPTER 8
PROMOTING COMMUNITY

How to turn an apartment complex into a community

The Basics

Good landlords and good tenants can work together to ensure a safe, vibrant community. This chapter is about:

1. The Benefits of a Safe, Vibrant Community
2. The Key Elements of a Safe Vibrant, Community of Multifamily Units

1. The Benefits of a Safe, Vibrant Community

Even if landlords of multifamily units practice active management, they may not become aware of dangerous behavior until it becomes a problem. Often other tenants may be aware of this behavior and may disapprove, but may not alert the landlord.

*Q. Why don’t more tenants report the dangerous or illegal activity of other tenants? Especially if it is harming their quality of life or enjoyment of their rental unit?*

Some tenants are frightened to report illegal activity because they feel isolated. They may feel apathetic, angry, withdrawn, or even hostile towards a landlord for letting such activity happen (even if the landlord is unaware of the illegal or dangerous activity).

*But these feelings can be countered when tenants feel like they are part of a greater community.*
Creating a sense of community is more than just encouraging tenants to be your “eyes and ears.” A community can lead to significant changes in a multi-family unit. It will result in neighbors who are more willing to do what is necessary to keep a neighborhood healthy. Specifically, complexes that enjoy a sense of community often have:

- Lower turnover, leading to considerable savings
- Less damage to property and lower repair bills
- Less crime
- A safer, more relaxed atmosphere
- A multi-family complex that earns a positive reputation, leading to higher quality applicants, and even increased property values

Let Your Tenants Know You Care

Want your tenants to know that you’re serious about maintaining a safe, healthy community? **Participate in your neighborhood Block Watch program.**

Volunteer captains receive information from the Crime Prevention Bureau, which he or she can relay to other residents. Captains receive reports of suspicious activity from residents. That information is then given to the Crime Prevention Bureau so that appropriate action can be taken.

If you are interested in forming a Block Watch network for your block, street, condominium or apartment building, call the your local police department or crime prevention bureau.
2. The Key Elements of a Safe Vibrant, Community of Multi-family Units

The most significant aspect of effective community development in an apartment complex is the property manager. In particular, a manager who takes the lead and makes sure that community efforts are ongoing.

Tenants may choose to organize and run a program, but those will be less stable in the long-term, due to the nature of rental housing. The key members of the effort may move. This is why it is crucial for the manager to remain a key player. The manager keeps the program going. This section will discuss each element of effective community building.

The Elements of Community-Building

1. Establish Meetings and Activities
2. Nurture Shared Responsibility
3. Develop Effective Communication
4. Pick Projects that can Succeed
5. Implement Crime Prevention
6. Reach Out to Neighbors
7. Establish a Strong Community

1. Establish Tenant Meetings
Once you are sure that your multifamily complex is free of problem tenants, you can take the next step to a stronger community and hold regular tenants meetings and other social events.

Here are the basics of planning and executing successful tenant meetings:

- **Tenant meetings must be a management priority.** Too often managers have good intentions and intend to hold tenant meetings, but they get sidetracked and put off setting up a date and time. These meetings should not be an afterthought, or something to “get around” to when managers can find the time.
· **Promote the meeting and budget for expenses.** Tenant’s can’t show up at the meeting if they don’t know about it. Make flyers (see previous page for an example). Mail them to tenants and post them in high-traffic areas in the complex. Tenant meetings need not be huge expenses, but having snacks and refreshments on hand may help increase turnout. Budget accordingly.

· **Hold meetings regularly.** These don’t need to be weekly or monthly. Bi-monthly or quarterly meetings should be adequate. You may not get a big turnout at the first meeting, but once word gets out, you can expect attendance to increase by the third or fourth meeting.

· **Meet in common areas.** You want to meet in “neutral” territory. This could be a courtyard or an outdoor location, weather permitting. Or it could be a common area. Try to avoid a tenant’s apartment or the manager’s office, if possible.

· **Encourage people to get to know each other.** Small steps to break the ice between neighbors can have big payoffs in the future.
Breaking the Ice

Tenants who are strangers can be wary of one another. But tenants who have interacted—even just once or twice—can form the underpinnings of a strong, self-policing community. Here are some techniques that will help get your tenants to know one another better:

- **Use name tags**—This can break down any barriers between newcomers and long-time tenants.
- **Begin a meeting by having everyone introduce themselves.**
- **Allow time for tenants to socialize**—Socializing before a meeting may be difficult if most of the tenants don’t know each other. But be sure to leave time at the end of every meeting for socialization. Tenants will be more eager to talk once they have shared the experience of the meeting.

- **Offer refreshments**—These can be as simple as pop, coffee, and pastries. Or you can arrange a potluck or summer barbecue. Free food will attract many tenants and keep them there to meet one another.
- **Include children’s activities**—Having toys or games available will encourage busy parents to attend. In addition, children’s activities may encourage parents to meet one another.
- **Be ready to respond to issues raised that are not on the agenda**—Tenants may arrive with immediate concerns that you were unaware of or didn’t plan on addressing. These should take priority. Tenants may not be interested in other agenda items until you address those that they are most deeply concerned with.
- **Invite guest speakers from neighborhood**—Even longtime tenants may be unaware of everything their neighborhood has to offer. Inviting guests will help people feel more engaged with their surroundings. Guest speakers who can provide insights and information include:
  - Local merchants
  - Police officers
  - Fire fighters
  - Members of neighborhood associations
  - Social workers
  - Employment counselors
2. Hold Special Social Events

While tenant meetings are an effective way to show tenants you share their concerns about the health of the rental complex and the surrounding community, **special events can further strengthen community bonds.**

You could have a “meet your neighbors” barbeque, or a winter holiday party. Of course, all events don’t have to be either serious meetings with an agenda or fun social gatherings. You can combine the two. But at least one purely social gathering a year will help form solid social bonds between your tenants as well as between you and your tenants in a breezy, fun atmosphere.

3. Nurture a Shared Sense of Responsibility

While it’s better for the property manager to take the initiative in things like holding meetings and events, the community-building process is not a one-way street. **Leadership responsibilities should be shared between the management and tenants.** Tenants will appreciate a community more if they feel they have an active role in it. Here are ways to promote a sense of shared responsibility:

**Recruit volunteers.** Give tenants the opportunity to be proactive members of the community.

**For example:** At a tenants meeting, ask if there are any tenants interested in forming a tenant’s council. They could meet informally on a regular basis to discuss issues related to the complex or to plan events.

**Ask tenants to set meeting agendas.** You could collect agenda suggestions by email or with a suggestion box in a common area. This will let tenants know they have a role in determining the direction of community-building efforts.

**Let tenants comment on any future plans for the property.** Even simple property improvements can become opportunities to connect with the community and give tenants the chance to experience a heightened level of participation.

**For example:** If a fence is going to be added or replaced, discuss the plans at a meeting and listen to any concerns or suggestions from tenants. You may hear an idea that can result in a better fence. And if there is a case where you will not be able to act on a suggestion, you have the chance to explain your reasons to the tenants.
4. Develop a Communications System

Some form of regular communication from management will let tenants know that they are not being ignored. These communications can be as elaborate as a monthly newsletter with articles from tenants (an excellent method for fostering shared responsibility), ads from local merchants and referrals to local social service agencies. Or your line of communication could be something as simple as a community bulletin board. Whatever system you use, it’s important to make sure that tenants are aware of the information and that they are able to regularly read it.

5. Pick Community-Building Projects that can Succeed

*Don’t promise your tenants more than you can deliver.* You want to pursue a combination of small and large goals. Small goals should be accomplished promptly to convince tenants you’re serious about progress.

The success of short-term goals can also help you enlist help from tenants when it comes to achieving more difficult, long-term goals.

6. Implement Basic Crime Prevention Measures

Many basic crime prevention measures are exactly the type of small, effective, community-building projects that can be completed quickly. Examples of basic crime prevention measures include:

**Give the manager’s phone number to every tenant.** In real emergencies, such as a crime in progress or a life-threatening situation, tenants should call 911. Encourage tenants to call the manager *after* they have called 911. Engaged managers should know of any emergencies that have taken place on the premises.

**Encourage tenants to exchange phone numbers with others in their complex.** This allows tenants to contact each other with concerns. They can also correlate their reporting of crimes or other problems. *Sharing of phone numbers should only be done on a voluntary basis.* Those who do not want to participate are not required to.

**Distribute a list of local resources.** This list should include phone numbers for the local police, fire, and medical emergency services (911 in most areas) as well as hotlines for crime prevention, substance abuse, employment assistance, and

**Tenant input regarding future property plans may reveal relatively simple adjustments that you can make that will result in greatly improved tenant satisfaction.**

*This keeps tenants happy and makes your property more desirable for future tenants.*

**A bulletin board placed in a high-traffic common area in an apartment complex is a simple, effective way to communicate with tenants.**
any other services you think could potentially aid your tenants.

**Purchase a property engraver.** Offer tenants the chance to have their driver’s license number engraved on their valuables, such as cameras, televisions, and computers. Consider posting a notice in the apartment lobby/entrance that tenants have had their property marked with their identification. Burglars would rather steal items that can’t be traced.

**Apply Crime Prevention Through Environmental Design (CPTED) changes.** Successful CPTED implementation makes it difficult for burglars to break into apartments. It closes off escape routes, and it makes public areas easily observable from multiple vantage points.

If tenants can’t see any problems, they cannot report them. The basics of CPTED are covered in *Chapter 1 — Preparing the Property*. These include effective lighting, landscaping and building design that combine to create an environment that deters drug dealers, burglars, and other criminals.

**7. Encourage Nearby Neighbors and Apartment Complexes to get Involved**

Some problems may be extend beyond a single apartment complex. But these shouldn’t be ignored. Getting neighbors in nearby apartments or single-family homes involved can be the first step towards building a strong community beyond the walls of your apartment complex. A good starting point would be to invite neighbors to some of the community events at your complex.

**Special Considerations for Two Family Properties**

Many of the principles listed above will only apply to apartment buildings. But that doesn’t mean landlords of two-family properties aren’t able to encourage tenants to get more involved in their neighborhood. You can compile a list of local recreation activities, civic activities, and neighborhood associations.
CHAPTER 9
CRISIS RESOLUTION

Stop problems before they get worse.

The Basics

The easiest approach to conflict resolution is to address problems quickly and fairly. There are five main components to acting immediately:

1. Act Immediately
2. Be Prepared for Neighbor Complaints
3. Know how to Handle Problem Neighbors
4. When you must Evict, do it Fast
5. When in Doubt, Call an Attorney

1. Act Immediately

A cornerstone of active property management is early recognition and a swift response to illegal or dangerous activity. Prevention is key. Landlords who wait for official action—in the form of warning letters, fines, closure, or forfeiture—will be burdened with expensive, time-consuming processes. Landlords who actively manage their properties will deter dishonest tenants from taking advantage of the property.
So why do landlords put off taking action? Here are three of the most common reasons:

<table>
<thead>
<tr>
<th>Fear of the legal process</th>
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<td>Many landlords don’t act swiftly because they are unsure of what they can and cannot do under current laws. <strong>But landlords who continue to accept rent while aware that a tenant is in noncompliance compromise their ability to take action against the problem.</strong></td>
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<tr>
<th>Fear of damage to the rental unit</th>
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<td>When landlords fear tenant retribution in the form of property damage, they’re letting problem tenants know that their behavior will be accepted. And this inaction carries a greater danger. Landlords will lose whatever control they have over a renter’s noncompliant behavior. They may also lose the option to evict.</td>
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<th>Misplaced belief in one’s tenants</th>
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<tr>
<td>Many landlords rationalize bad behavior on their property by thinking something along the lines of: <em>It’s not the people renting the property who are dealing drugs. It’s their friends staying at the property.</em> While this may be the case, the fact remains that tenants didn’t contact you or the police when they witnessed illegal activity.</td>
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</table>

Certainly, tenants can be victimized by friends or family members. If tenants in situations like that do seek you out, then help them as best as you can. But watch out for tenants who can’t admit their problems until after you have received complaints from neighbors or police. **When tenants realize that they will be held responsible for their guests, they may choose to stop assisting in their crimes.**

**Why Knowing the Eviction Laws Matters**

While current laws relating to the eviction seem simple to apply, any landlord or tenant who has lost a case in eviction court will tell you that there are nuances that make laws more complex than they seem.

Contact a skilled landlord-tenant attorney or a local landlord–tenant rights organization like the Cleveland Tenants Organization before you begin any eviction process. You may have to pay a small amount for legal fees up front, but you will likely save yourself from paying more significant costs further down the road.
Here are the four key components of fast-acting crisis resolution:

1. Be prepared for neighbor complaints
When a neighbor calls to report inappropriate or illegal activity, you’ll let them know that you take their concerns seriously by being prepared.

  The 3 Steps to Addressing Neighbor Complaints
  
  Ask for details and remain objective
  Find out more
  ID the problem and address it

Ask for details and remain objective. Don’t be defensive and don’t jump to conclusions. Remember, the neighbor is having a problem with the tenant, not you. And by contacting you they are informing you of a potential problem and affording you the opportunity to address it. If there is something bad going on, you need to know about it.

Let the neighbor know that you will not reveal his or her name to the tenant without permission (unless subpoenaed to do so). Even if neighbors are mistaken or exaggerating their claims, you do no harm by keeping their names from your tenants. Revealing too much to your tenants could put those neighbors in danger.

In addition, you should ask for these things:

- A detailed description of what the neighbor observed.
- A letter documenting what has been observed, sent to you and your local law enforcement agency. If you have Section 8 tenants, send a copy to the local public housing agency too.
- The neighbor’s name, address, and phone number if they are willing to give it. But don’t expect it. Consider their perspective—if all they know about the landlord is that he or she rents to people engaging in illegal or inappropriate actions, they may not trust you.
- The names of others in the neighborhood who could verify the complaint. Or, you could ask that the neighbor encourage other neighbors to contact you. Explain to the neighbor that the more evidence you have of wrongdoing, the better equipped you will be to address it effectively.

If neighbors don’t know you, they may be wary of giving you specific details. This is why it’s important for landlords to introduce themselves to people in the neighborhood (see Chapter TL-TK).

A single call from a neighbor doesn’t necessarily mean that your tenants are doing anything illegal.

BUT a single call is justification to pursue the matter further.
Find out more. After an initial call or email from a concerned neighbor, you must get additional information from other sources. You need to verify the problem and decide what action to take.

Here’s how you can find out more:

- **Get in touch with other neighbors.** Even if your tenants are overtly breaking the law, many neighbors may not notice. Many are simply too busy, unobservant, or willing to give their neighbors the benefit of the doubt. But if there is illegal or inappropriate activity on your property, then some neighbors may have a lot to tell you.

- **Contact the police.** Determine what the police have on record (see *Chapter 10—The Role of the Police* for details).

- **Call a crime prevention specialist.** Many cities have police officers assigned to crime prevention, while others have citizens handle the task. Call your local law enforcement agency and ask for information regarding crime prevention assistance. You may find that other reports have been filed with crime prevention staff.

- **Consider a property maintenance inspection but only if you feel comfortable doing it.** Few tenants involved in serious illegal activity are model renters. A maintenance violation may be a sufficient basis for serving eviction notices without having to develop a civil level proof that dangerous criminal behavior took place on your property.

Identify the problem and address it. After pursuing the procedures described above, you may find no evidence of wrongdoing. If that’s the case, contact the neighbor and try your best to clear up the matter.

If you do discover illegal activity, take action. Inform the police of your findings and any plans you have going forward. If you are not sure what course of action to pursue, here are some options:
Serve an eviction notice for alleged illegal activity if the evidence allows it. Ohio allows a very fast “3-day no cure” eviction* if a tenant is dealing or manufacturing drugs.

If your tenant chooses to fight the eviction in court, you will have to establish a civil level of proof that drug activity has occurred. This is a lower level of proof than the criminal level of proof law enforcement would need. But allegations of drug activity should be made with care. It is a serious charge, so always contact an attorney before proceeding.

If tenants are involved with illegal activity, they will move out rather than fight the eviction.

Serve a “no-cause” or “non-renewal” notice. In Ohio, when a lease term expires, landlords can evict without giving cause if they have given a 30 day notice of termination, or non-renewal, prior to the eviction action.

Serve notice for other apparent causes. If there is illegal drug activity on your property, an inspection will likely reveal some failure to maintain the property as stipulated in the rental agreement. Causes for eviction in this case could include:

* Disturbing the neighbors’ peace
* Nonpayment of rent

These notices do not force eviction. They do terminate the rental agreement, which then allows the landlord to start the court-ordered eviction process more quickly.

If you fail to act

If you are aware of illegal activity on your property and you do not take quick action, you may be putting yourself at risk. If your tenants continue to carry out dangerous or illegal activities, you could face legal action by harmed neighbors or by the local government.
* Additional people living in the unit

* Damage to the property

Notices served for many of these types of noncompliant behavior are “curable.” That means the tenant has the option to fix the problem within a legally-defined period of time (30 days in Ohio). If the tenant does so, he or she may stay in the unit.

- **Come to a mutual agreement to dissolve the lease.** This method is frequently overlooked. But it can save you time and money. If you and your tenant can agree that a tenant will move by a specific date, you won’t have to pursue a court-ordered eviction process. This may seem like an unlikely method for dealing with problem tenants, but it can work if you follow the proper steps:

  1. **Tell the tenant you are dissolving the terms of the lease instead of issuing a court-ordered eviction.** This will give the tenant time to search for new housing. Let Section 8 renters know that an agreement to dissolve the lease does not affect their eligibility for the program. The voucher program refers to the dissolution as a “mutual rescission agreement.” Contact the public housing authority through which the tenant receives their subsidy for more information.

  2. **Write a letter.** Present evidence and your reasons for choosing to dissolve the lease terms.

  3. **Have an attorney familiar with landlord-tenant law review the letter.** If done properly, this solution can solve a problem in a manner that can be beneficial to all parties. If done improperly, this may cause new problems.

If illegal activity *is* occurring, most tenants will take the opportunity to move on.

Be cautious: If you do not pursue eviction of other non-compliant tenants, you may not prevail before a judge in evicting a trouble-making tenant on
2. How to serve notice

Getting it Right: The 5 Steps to Serving an Effective Eviction Notice

1. Don’t guess—get help
2. Use the right form
3. Fill it in correctly
4. Time the notice accurately
5. Serve the notice properly

Most of the time, when a landlord serves an eviction notice, the tenant will move out before the process is complete. But if the matter goes to trial, the eviction’s charges will be analyzed.

There is a legal process that all evictions must follow. And that process may be affected by your rental agreement or by Section 8 contracts. It is important to read your rental contracts and landlord-tenant law. Your best advantage in these situations is to be familiar with the law. Here are the basic steps to an effective eviction process:

1. **Don’t guess—get help.** Unless you are experienced and comfortable with the process, consult an attorney who specializes in landlord-tenant law before serving any eviction notice. Illegal activity on your property means you already have a major problem, so it is not the time to save money by cutting corners. The correct legal process could save you thousands in damages, penalties, and legal fees in the future.

2. **Start with the right form.** If possible, use a form geared for each eviction option (e.g. eviction form for property damage, an eviction form for illegal drug activity). Forms that have been written to be in line with state law can be purchased through management associations or legal document publishing companies. You can also have your attorney write the appropriate notices as well.

3. **Fill it in correctly.** When serving a for-cause notice, you must cite the specific breach of landlord-tenant law that was violated. Briefly describe the tenant's noncompliant behavior, with accurate dates and
times. Additional elements may be required. For example, notices for Section 8 rentals should note that a copy is being sent to the local public housing agency.

4. **Time the notice accurately.** Eviction cases can be lost because a landlord did not:

   - Allow enough time for delivery
   - Allow enough time for a tenant to remedy the problem
   - Note the timing of the process on the notice

In Ohio, a tenant should be given 30 days to remedy most problems. After that, a landlord can serve a “3-day” notice to the tenant. On the fourth day, the landlord can file an eviction complaint in court.

| How is the “3-day” period calculated? Do weekends count? What about holidays? |
|---|---|
| Q. | The days counted as a part of the “3-day” period may depend on the municipality. |
| A. | Some municipalities count weekends and holidays as a part of the “3-day” period, while other courts do not. |

To be safe you may want to exclude holidays and weekends from the 3-day notice. This means that if you served a 3-day notice on Friday, you would wait until the following Thursday to file an eviction complaint.

5. **Serve the notice properly.** In Ohio, placing the notice directly in the hands of a tenant whose name is on the rental agreement is allowable. Additionally, if mailed, a landlord should use certified mailings and keep an extra copy for documentation. If you post the eviction notice on the unit’s main door, make sure you have a witness to verify that it was posted.
3. Levels of Evidence

Eviction trials are civil proceedings. That means that a civil level of proof is all that is required to win.

For example: When attempting to evict tenants for illegal drug activity, landlords can establish a civil level of proof by:

- Credible testimony from neighbors who have observed illegal activity.
- Testimony from landlord of signs of illegal activity observed during a unit inspection.
- The subpoenaed testimony of a police officer who has made an undercover buy from a tenant or has arrested the tenant for drug possession at the property.

From a criminal standpoint, this level of proof probably would not be enough for the police to get a search warrant. But it can be enough to prove chronic drug activity in a civil court.

4. The Court Process

Often, serving an eviction notice will be enough to convince problem tenants to move. But for the ones who stay, a landlord must commence legal action with the local courts in order to regain possession of the property.

In cases where the tenant wishes to resist eviction, the tenant will be allowed to remain on the premises until a landlord has received a court judgment against the tenant.

If forced physical removal of the tenant is required, it can be done by the landlord or the landlord’s agent under the supervision of the court bailiff. With the bailiff’s supervision, a landlord may change the locks and remove the tenant’s property from a unit. If a landlord intentionally or recklessly damages a former tenant’s property, the landlord could be liable for the damage or loss. It is recommended that landlords place such property in storage, such as a garage or storage unit, and inform the tenant how to pick it up. This may be inconvenient, but it should protect the landlord from
claims of intentionally or recklessly damaging the tenant’s property. If the tenant does not pick up their property after 30-60 days, it may be considered abandoned and can then be disposed of via special garbage pick-up.

What’s the most important thing to understand about the eviction process? That everything—from serving a notice to arguing in court—is **time-consuming and expensive**.

You can save yourself many headaches and considerable expense if you **screen your tenants carefully** before renting to them.

5. If you have problems with a neighboring property

Chronic problem activity negatively impacts the entire neighborhood. Even if you live in a different area from where your rental unit(s) is, it is in your favor to make sure the community is healthy. You might find it useful as a landlord to engage with neighbors who are working to maintain a healthy community.

Many residents think only the police and the justice system can solve problems in the neighborhood. But there is a lot that residents can, and must, do in order to ensure that they live in a safe and healthy neighborhood. Here are the keys to organizing a community to fight negative influences.

**Strategies for Dealing with Problem Properties**

- Enlist allies in the neighborhood
- Keep the police informed
- Contact the property owner
- Enlist outside help
- Contact the media
- Start legal action
1. **Enlist concerned neighborhood allies.** Several neighbors working toward the same goal will increase credibility as well as the level of attention to the problem. Before taking on any of the steps below, find like-minded neighbors who are willing to join you in action.

   *For example:* Several neighbors calling the local police about the same problem will let the police know the seriousness of the problem, and encourage them to act on it.

2. **Keep the police informed.** In order for the police to be effective, they need to know where problems persist. You may not get the results you expect after one call, but keep at it. While following the other suggestions in this process, keep the police informed. Here are the best methods for contacting law enforcement:

   - **Report incidents when they occur.** If there is an emergency, call 911. Call specific departments, like narcotics detectives, or gang units, when appropriate.

   - **Keep a log** related to the problem property. Record all disturbances, and encourage neighbors to do the same. Show these logs to officers if you meet them in person.

   - **Encourage civil abatement action.** In addition to criminal investigation, police officers can also use civil law to help solve a problem.

      *For example:* Police can fine an owner or close a property where illegal drug activity has occurred.

      More information on how to work with the police can be found in Chapter 10.

3. **Contact the property owner.** If the police are already involved, they may do this, but that doesn’t mean you can’t contact the owner before contacting the police, or even in addition to police involvement.

   *There may be a risk to your personal safety if you contact an irresponsible owner* so be sure to plan carefully. Be friendly and cooperative. If that doesn’t work, you will have to try a more adversarial approach.

*When you use the names of specific officers, you’re letting the property owner know you’ve been taking an active role in the situation. Saying “Officers Jackson and Thompson have been by twice” is more effective than saying “The police have been by twice.”*
Contacting the Property Owner

Use tax records to find the owner
Find the owner of a property through the county property tax assessment records. You can contact the Cuyahoga County’s Fiscal Officer at 216-443-7010 or online at fiscofficer.cuyahogacounty.us

Call the owner
Simply discuss the problem and ask for help in stopping it. Surprisingly, this step is rarely taken. But it can lead to a quick, meaningful resolution.

Describe the events
Let the owner know exactly what is going on. Include the who, what, where, and how of each problem.

Give police references
Give the property owner the names of the officers called to the address.

4. Enlist outside help. If you can’t get the problem resolved quickly, you may need to seek help from outside your neighborhood. Here are some resources you can use to apply even more pressure:

Remind others to call
After you take action, call neighbors and ask them to do the same thing. That could be reporting an incident to the police, calling the landlord, or speaking to local officials.

Do not ask neighbors to simply repeat whatever you have already reported.

Do ask neighbors to independently report any problems they observed.

Call the public housing authority
If residents of the problem property are receiving public housing assistance, contact the Cuyahoga Metropolitan Housing Authority at 216-348-5000 and report the problems or Parma Public Housing Agency at 216-661-2015.
Call code inspection

Most properties with problem residents will have maintenance code violations as well. These can include:

- Exterior structure and appearance
- Interior structure and appearance
- Abandoned cars in the yard
- Trash

Contact the mortgage holder

If a property is not in compliance with local law, the mortgage holder may be able to take action. If a financial institution is holding the mortgage, it will be listed on the title records, which are kept by the county recorder.

Write letters

The first letters should be sent to people who can take direct action, such as a police officer or a building code inspector.

If you don’t think the problem is getting as much attention as it deserves, then you can contact others, such as city councilmembers or chiefs of police. But don’t contact these authorities right away. First, give the “chain of command” some time to work.

...And if you still can’t get anywhere

Usually, the tactics listed above should be sufficient to get outside help. But sometimes you may have to do more. What follows are tactics of last resort. Only undertake them if you have an well-organized group of concerned neighbors to work with:
Get the media involved

Contacting the media is a way to get attention fast. But going straight to your local newspaper or news station without trying to contact the landlord, mortgage holder, law enforcement, or local politician is likely to cause resentment by officials. They’ll feel blindsided by attention to an issue that knew nothing about.

In addition, attracting media attention to a problem related to illegal drug or gang activity may put you and other members of the community at risk.

Start legal action against the property owner

When a nuisance property harms local residents, they can pursue lawsuits directly.

Even the most negligent property owners will have to take action when confronted by the potential expenses that would result in losing a lawsuit.

The correct legal approach will depend on the specific situation and the jurisdiction. In general, legal action is not an easy process and should only be used as a last resort. Luckily, the majority of neighborhood problems can be solved without having to spend time and money on the legal process.
CHAPTER 10
WORKING WITH THE POLICE

Build an effective partnership

The Basics

With law enforcement’s help, you can solve problems before they get out of hand. **But you must have a working knowledge of how your local police deal with issues in your neighborhood.**

There are 3 aspects to building an effective partnership with the police:

1. **Know Your Rights and Responsibilities as a Landlord**
2. **Know what to Expect from the Police**
3. **Know Your Criminal Activity and Nuisance Ordinances**

1. Know your Rights and Responsibilities as a Landlord

**Q.** Can law enforcement agencies evict tenants involved in illegal activity?

**A.** No. The police do not have the authority to evict tenants. Only the landlord does. The police may be able to arrest tenants for **criminal activity**, but that has no bearing on the tenant’s right to possess a landlord’s property.
Eviction is a civil process. In order to evict a tenant, a landlord must sue the tenant for possession of the property. When taking a case to a civil court, a different level of proof is required than in a criminal court.

Civil vs. Criminal Courts: What’s the Difference?

- Victory in a civil court requires a preponderance of evidence. That means in order to win, the scales must tip—even slightly—in your favor.
- Victory in a criminal court requires proof beyond a reasonable doubt. This is a much tougher standard.

Because obtaining a criminal conviction is more difficult than obtaining a civil conviction, you may have enough evidence to evict a tenant but not enough for the police to arrest them.

Many landlords are unaware of the power they have to eliminate threats to their neighborhood. Often, the person with the most power to stop drug activity in a neighborhood is the property owner. That’s because a landlord has the authority to remove all of the tenants in a unit. The police don’t.

Evictions: When the Police can get Involved

The only time law enforcement can take part in an eviction is when they need to enforce the outcome of a civil proceeding.

For example: A court issues an order that requires a tenant to vacate a property and the tenant refuses. Then a landlord can make a request to the local clerk of courts that the tenant be physically removed.

The court will appoint a bailiff to supervise the landlord or the landlord’s agent in changing the locks and removing the tenant’s property from the premises.

While the police cannot get directly involved until that point, they can offer other forms of support. They can testify at a trial, provide past criminal records or warrants, or offer a physical presence while you serve an eviction notice.

Even if police arrest your tenants and they are convicted, you still must go through the eviction process, or they will have the right to return to your property upon release.

The only connection to criminal arrest and a civil eviction is the possibility of subpoenaing an arresting officer or using conviction records in an eviction trial.

No matter how serious a crime your tenants have committed, eviction remains your responsibility.
2. Know what to Expect from the Police

Members of law enforcement are experts in criminal law. They are not experts in civil law. This means that when you have tenants involved in illegal activities, you should certainly call the police. But you cannot assume that the police will “take it from there.” Landlord/tenant laws are enforced only by the parties in the relationship. When a tenant needs to be removed, landlords are the authorities tasked with the enforcing. But you can depend on police support when you provide them with information for their criminal investigation, while requesting supporting evidence for your civil proceeding.

Navigate the Bureaucracy

Bureaucracies can be frustrating, confusing, and slow. Your best bet for making things happen? Get to know someone. That means try to work with one person as much as you can.

This is particularly important in law enforcement, since police could ruin an investigation if they shared information with the wrong person. An officer who doesn’t know you may not want to give you information about the activity related to tenants on your property.

You can start a working relationship with someone relevant by calling your local police department and asking to speak with an officer assigned to the district where your property is located.

Types of assistance

The types of assistance police officers can provide will depend on the situation. The police may be able to offer you advice about how to spot illegal activity on your property, document, and testify in an eviction proceeding. But don’t wait for the police to construct a criminal case against problem tenants before taking action. If you receive complaints from neighbors about drugs or other illegal activity on your property, don’t wait for the police to respond. Investigate the problem as quickly as possible (see Chapter 6—Crisis Resolution). Do not assume that the situation is under control just because the police haven’t served a search warrant for the property.
3. Know Your Criminal Activity and Nuisance Ordinances

Laws related to landlord responsibilities and rights vary by municipality and by state. For example, there are laws that fine property owners who allow the manufacturing or sale of drugs on their property. That’s why it is valuable for all property owners to be aware of the specific laws in the communities where their rental properties are located.
APPENDIX: GLOSSARY OF TERMS RELATED TO HOUSING FOR PEOPLE WITH DISABILITIES

Accessible environmental controls are light switches, electrical outlets, and thermostats. These controls should not be out of reach for individuals who use wheelchairs or are otherwise mobility restricted. Generally, these controls should be installed between 15 and 48 inches above the floor and should not be located above obstructing features like countertops.

Accessible housing is any housing unit that allows someone with a disability to comfortably occupy. A housing unit is considered accessible if everyone, including those with disabilities, can:

- Easily enter and leave the unit
- Easily access all rooms in the unit
- Use all of the unit’s basic features like lights switches, kitchen appliances, and bathrooms

Accessible routes are walkways that are easy to navigate with a wheelchair or other mobility device. They are at least 36” wide, do not have steps or a steep incline, and are reasonably smooth. Accessible routes should reach all entryways in a unit.

Adaptability means that a housing unit may lack some or all of the features required for it to be fully accessible, but it does have the potential to be “adapted” for greater accessibility. Adaptations refer to physical changes to a unit that do not need to be installed by skilled labor and can be installed without changing the basic structure of the dwelling.

Disabilities are physical or mental conditions that limit one or more major life activities. These major life activities include:

- Concentration
- Hearing
- Interacting with others
- Learning
- Lifting
- Seeing
- Self-care
- Sitting
- Standing
- Walking
Dwellings are structures or sections of structures where people live. Dwellings include:

- Apartments
- Group homes
- Hospices
- Single-family houses
- Shelters, such as those for homeless people
- Vacation homes

**Multifamily housing** is a dwelling that contains two or more separate residential units.

**Public and common use areas** are areas in multifamily dwellings that all tenants and, in some cases, the public, can access. These include:

- Playgrounds
- Swimming pools
- Lobbies
- Management offices
- Tennis courts

**Reasonable** is a term added to reasonable accommodations and reasonable modifications. It refers to changes in policy or changes in a residential unit’s physical makeup that:

- Does not create an administrative or financial burden for the landlord or property owner
- Does not fundamentally alter the nature of the landlord or property owner’s service or property.

**Reasonable accommodation** is a change made to a landlord or property owner’s policy, rules, or services that allows a person with a disability an equal opportunity to enjoy a dwelling. A landlord of property owner is usually responsible for paying for a reasonable accommodation. An accommodations are deemed reasonable only if it:

- Does not create an administrative or financial burden for the landlord or property owner
- Does not fundamentally alter the nature of the landlord or property owner’s services.

**Reasonable modification** is a physical change to a dwelling that is made in order to allow a person with a disability to fully “use and enjoy” the dwelling. A tenant is usually responsible for paying for reasonable modifications. These changes are not restricted to the interior of a dwelling and can apply to the main
entrances of multifamily dwellings, or other public and common use areas. Modifications are considered “reasonable” if it:

- Does not cause financial burden for the landlord
- Does not fundamentally change the structure of the dwelling.

**Reinforced bathroom walls** are walls that allow grab bars to be safely installed around toilets or other bathroom utilities.

**Units** are separate dwellings, or living spaces. A single unit house is a structure containing a dwelling designed for a single household or family. A multifamily dwelling can be an apartment or condominium that contains several units.

**Usable bathrooms and kitchens** are designed or modified to be accessible. That is, a person using a wheelchair or other mobility device will be able to navigate and use the area and its facilities.