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NEWSLETTER

NEW FORMS.....If you are renting to roommates, or a couple that is not married, consider adding a Security Deposit Refund Agreement as an addendum to your lease. Tenants moving out before the end of the lease always ask for their portion of the security deposit. If each of the tenants has agreed at the time the lease is signed, how, when, and to whom the security deposit is to be returned, it makes the process much less complicated. The full security deposit should always be held until the last person leaves and all financial responsibility has ended. If you would like a copy of our Security Deposit Refund Agreement, please send a self-addressed stamped envelope to the PO Box and we will send you a copy.

TRUE STORY....The Landlord purchased and renovated a beautiful home in Strongsville, OH. She resided in the property for a short time before moving out of state. Her intentions were to return, and again live in the home. In the mean time, she rented the property for \$1400 per month. To make a long story short, the tenants became angry over the replacement of bedroom carpeting. They packed their belonging, clogged the sinks, turned on the hot and cold water faucets and left. Two months later, the Landlord returned to find over \$50,000 in damage. The story gets worse....she never changed her insurance from owner occupied to rental property and the insurance company refused to honor the claim. Please, if you are renting your property, be sure that the insurance company knows that it is rental property.

HOW DO YOU KNOW IF YOU ARE ACTUALLY CALLING THE CURRENT OR PREVIOUS LANDLORD? Never take the name and telephone number from the application. Always call property records and ask for the name and address of the property owner. Then look the number up in the telephone directory. Tenants who do not want you to talk to the current or previous Landlord will give you the name and telephone number of a friend, who pretends to be the Landlord and gives a glowing recommendation.

EXCELLENT STATEMENT TO ADD TO YOUR LEASE...."Every resident is jointly and separately liable for rent payments under the terms of this agreement." This is especially important if you are renting to an unmarried couple or roommates. Each Lessee is responsible for the full amount of the rent for the full term of the lease. It doesn't matter whether they move out early or not. Remember that any adult living in the rental unit should be required to fill in an application, have a credit report on file, and have their signature on the lease.

WHAT SHOULD THE LANDLORD ASK ON THE APPLICATION? Think of it this way, you are loaning a complete stranger the amount of your rent each and every month. If you were going to loan \$900 to a complete stranger, don't you think you have a right to know what the chances are of getting the money back? Your application should answer the questions necessary to garnish each tenant's wages, impound a vehicle or attach a bank account. You should know the name, address and telephone number of a friend and a relative.

CO-SIGNER AGREEMENT....It is really important to run the co-signer's credit report. We've had several people offer to be co-signers; their credit was no better than the prospective tenant's. Unless the person owns property or has a garnishable employment, he/she is not an adequate co-signer. Always have the co-signer fill out an application and credit report release. If court proceedings are necessary, make sure that the co-signer's name appears on all litigation. Let's face it, if you have approved the individual as a co-signer, he/she has the deepest pockets and is the most likely person to be able to pay the judgment. Not only should the co-signer's name be added to the lease, but a separate co-signer addendum should also be signed. Without the co-signer addendum, the person may claim that he/she never resided in the rental property and therefore their name should be removed from the civil proceedings. We've seen it happen twice in Parma Court. If you need a co-signer agreement, we have what we think is an excellent one. Please call the office or send a self-addressed stamped envelope requesting a copy.

THE TENANT'S SON BROKE THE KITCHEN WINDOW WITH A BASEBALL...WHOSE RESPONSIBILITY IS IT TO FIX THE WINDOW?....The Landlord can charge the Tenant for the materials and cost to repair, but the ultimate responsibility to replace the window within a reasonable amount of time is that of the Landlord. The Landlord may not withhold repair until the Tenant pays for the damage. Again, the repair must be done within a reasonable time period considering the severity of the condition, but always within thirty days.

THE FORMER TENANT LEFT "JUNK" IN THE BASEMENT, THE ATTIC, THE GARAGE AND IN THE APARTMENT...Send the tenant a check for \$10 to "purchase" all the belongings left behind. Be sure to state clearly on the front and back of the check the purpose of the check "to purchase all belongs left at.....". Once he cashes the check, you can have a garage sale or call a charity. If you don't know the forwarding address, send the letter to the rental property and hope that the mail is being forwarded. Above all, do not remove/sell/destroy the tenant's property until you own it. As a Landlord you are obligated to store the property and give the former tenant every opportunity to claim his belongs.

MOVE-IN AND MOVE-OUT INSPECTION LIST....Allow your new tenant the opportunity to write down any damages to the property before the move-in date. The walk through should be thorough! Dings, dents, broken doorknobs, windows, cabinet doors, nail holes in the walls...you name it. WHY?... If it isn't on the list before they move in, they will be expected to pay for the damage on the way out. We accompany the tenant on their walk from room to room and encourage them to record any damage they may see. After their tenancy, we use the list as our guide when we walk from room to room recording any new damage. Above all, we do not allow the tenant to accompany us or harass us into returning the deposit immediately! Follow your revised code when deciding when to return the deposit.

NEW LEAD BASED PAINT RULES Title X, Section 1012 and 1013: Do you own property that is multifamily housing for which Federal mortgage insurance is in force? Do you rent housing occupied by a family (with children 6 and under) receiving a tenant-based subsidy such as a voucher or certificate? Was your property built before 1978? Rental owners, management companies, contractors etc. are now required to receive lead hazard awareness training and pass a test. According to Dick Doughty of the EPA, "Everything you need to know" about the HUD 1012/1013 rule is on the HUD Office of Healthy Homes and Lead Hazard Control website at 'www.hud.gov/lea/'. There is a HUD document regarding the 1012/1013 rule with the title: "Final New HUD Regulation on Lead-Based Paint Hazards in Federally Owned Housing and Housing Receiving Federal Assistance". It contains 3 documents in one manual: Fact Sheet, Questions and Answers and a copy of the actual regulation. Request the information from the following e-mail address: Doughty,Richard@epamail.epa.gov

A one-day, HUD approved course on the strict requirements of lead-safe work practices, legally required notices and documentation will cost approximately \$150. Please call HUD at 202-755-1785 ext. 104, or the National Lead Information Center at 800-424-LEAD or send an e-mail to lead_regulations@hud.gov for details. It hasn't been easy getting answers out of the EPA. We did, however, find a site within the HUD website called "Lead-Based Paint Training Program for Remodelers and Renovators". You can reach the site at '[www.hud.gov/lea/training/rr/ HUD_RR_Course.html](http://www.hud.gov/lea/training/rr/HUD_RR_Course.html)'. It is the entire course, which is downloadable. The files contain the slides, introduction, course examination and course evaluation. We should have the answers to the exam by the time you read this newsletter. You can take the exam on line and receive a certificate.

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