Save the date:
Next Meeting is April 16, Wednesday 6-8 p.m.

Membership Meeting 6-8 pm. Speaker is Chuck Sullens, Palladin Insurance Group. He will address a complete Risk Management overview for landlords and answer questions regarding the best ways to protect your rental investments. Timber Creek Grill & Buffet, 9211 E. Montgomery, Spokane (Argonne Plaza). About $13.50 at the door. Beer and wine available. Guests Welcome.

Remember: Fair Housing Conference Thursday, April 10 8 a.m. - 4 p.m. See Pgs. 4-5 for details.
**L.L.A. Calendar**

When you need services, Check Service Directory Page 23

Upcoming events of interest to landlords and property managers. Check our web page at www.landlordassoc.org for update or email: office@landlordassoc.org. No RSVP necessary.

April 10, Thursday, 8:00 am – 4:00 pm. Spokane Fair Housing Conference. CenterPlace at Mirabeau Point Park, 2426 N. Discovery Place, Spokane Valley. Reservations due by March 28. See pages 4 & 5 of this issue for speaker information, breakout sessions, and registration form.

April 16, Wednesday. Membership Meeting. 6-8 pm. Speaker is Chuck Sullens, Paladin Insurance Group. He will address a complete risk management overview for landlords and answer all your questions about how to protect your rental investments from the smallest to the largest liabilities that most landlords face at one time or another. Timber Creek Grill & Buffet, 9211 E. Montgomery, Spokane (Argonne Plaza). $13.50 at the door includes dinner, beverage & tax. Beer, wine and tip extra. Guests welcome.

May 21 Wednesday. Membership Meeting. 6-8 pm. Speaker is Jonnie Lewis, Manager, Heartland Payment Systems. Topic: Fast, secure, dependable ways to collect rents from your tenants. Learn about the various ways to make rent collection easier. Also, annual election for LLA Board of Directors. Timber Creek Grill & Buffet, 9211 E. Montgomery, Spokane (Argonne Plaza). $13.50 at the door includes dinner, beverage & tax. Beer, wine and tip extra. Guests welcome.

No membership meetings over the summer.

Have a great summer and see you all in September.

**L.L.A. Board & Staff**

2012-13 LLA Board of Directors

- **President**: Roger Trainor
- **Vice-President**: Ann Wick
- **Treasurer**: Vicky Rosier
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- **Director**: Ed Cushman
- **Director**: Andy Hendricks
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Fax: (509) 535-0961  
Email: office@landlordassoc.org  
Website: www.landlordassoc.org  
Web Page: Contact office for web questions or changes: 535-1018

**The Rental Review & L.L.A.**

Editor: Joy Peck

Rental Review Production: Publication Design Specialties • (509) 844-5934  
pubdesign@comcast.net

Office Location: 225 E. 3rd Avenue, Suite #2  
(Smallest of Division and west of Sherman)  
Spokane WA 99202

Phone: (509) 535-1018 • Fax: (509) 535-0961  
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Mediation of landlord tenant disputes........................................... Page 8

Chapter 59.18 RCW, the Residential Landlord Tenant Act (RLTA) provides a procedure for landlord-tenant disputes to be submitted to mediation or arbitration before matters are taken to court.

Answers to the most frequently asked landlord questions.............Page 11

Questions abound from being in the landlord business. We offer questions, and perhaps answers to some of yours in this handy pull-out section.

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My name is Roger Trainor, currently the LLA Board President, and I have been a member with the Landlord Association approximately 31 years, many of those years as a Board Member. This is my second time as Board President; the first time was in 2007-2008.

I was born and raised in Spokane and graduated from John R. Rogers High School. It was soon after graduating from Rogers, that I took an interest in real estate and bought my first rental house -- which I still have today.

After graduating from high school, I attended SCC and received an Automotive Technology degree. While working at Barton Automotive as a Service Technician, I gained my Associate of Arts degree from Spokane Falls Community College. Later, at Appleway Automotive as a Service Advisor I received my BA in Criminal Justice from Eastern Washington University. I went on to receive my Master’s Degree in Public Administration.

Since 1983 I have been a member of the Spokane Landlord Association. I have served as a board member, past President and now as Board President. As a Board member, I have traveled to Olympia to lobby for fair and equitable laws for Spokane County residents. I continue to invest in rental properties. I have been a real estate appraiser since 2005.

In November of 2005, I was elected as a School Board Director of the East Valley School District. In 2009 I was re-elected to serve a second term. During that time, I met with State Representatives and Legislators to lobby on behalf of our schools.

For the past 9 years I have been a Real Estate Appraiser. I am certified in Washington and Idaho. I work with the general public, banks, lenders and real estate agents. I do all aspects of property valuation, including rental property. I have been successful in providing valuable information for property owners. I am currently running for the Spokane County Assessor.

I have always appreciated our organization for its help throughout the years and decided it was time to give back to our members in an even bigger way. First and foremost, I want to thank my fellow Board members who voted me into the position of President. It’s an honor to be the next in a long line of leaders of this unique and valuable organization.

I want to introduce our board members, Ann Wick Vice-President, Vicky Rosier Treasurer, Mark Visintaniner Secretary, Kevin McKee Director and Past President, and Directors Ed Cushman, Randy Hendricks, Margie McConnachie. A special thanks goes to Joy, our office director for her ability to handle all the situations that occur in the office and for the outstanding job she has done. If any of you have not met her yet, stop by our new Location at 225 E. 3rd Avenue, Suite #2 or call her at 535-1018 and introduce yourself.

The LLA is 43 years old this year. Even with that long history it is my belief that our organization is one of the best kept secrets in Spokane. We are taking steps to get out secret out in the open. We want our area to know about the LLA, especially other landlords. If you have suggestions about how to get the word out and to recruit other landlords as new members, please let us know. If you recruit a new member or refer anyone to the office who becomes a member, you receive a gift certificate worth $15 to use toward LLA forms or payment of your annual dues. It could take only a few referrals to pay for your yearly dues or a years’ supply of forms.

One of the goals of the LLA this year is to increase our membership to 1,000 members. Since at present, we have just at the 800 member mark, this is a goal we can certainly attain. Please take the time to recommend and share with other landlords the benefits you have received from the LLA Association. We can all bring in new members if we spread the word. As a side benefit, the addition of new members keeps down the cost of annual dues and form prices for all of us.

Now for a quick little note about our Rental Market. I can’t remember a time when market has grown as fast as it has done in the past year. All forecasts are predicting the next couple of years the rental market will grow and become stronger. To make the most of your investments in rental properties, this is an important time to attend the LLA Association meetings and classes. Hope to see you all at the next landlord law class or dinner meeting.

On behalf of the LLA Board of Directors, I want to thank you, our members for your support. Let us all work together to make this organization the best it can be.
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  - Currently Vacant

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Hoarders: Out of hiding

Steve Schneider Attorney at Law, P.S.
and Spokane Mediation
203 N. Washington St, Ste. 204,
Spokane, WA 99201
509-838-4458, ss@mbblegal.net

There has always been great concern about tenants who accumulate vast amounts of seemingly useless possessions and garbage including, but certain not limited to, newspapers, furniture, cats, etc. Usually, this situation comes to the attention of landlords because neighbors or code enforcement officers discover a situation that is hazardous to life and health. We are fortunate that the mental condition that leads to such situations has now become the topic of much discussion, including televisions shows, such as A & E’s Hoarders. In May, the American Psychiatric Association is expected to release its 5th edition of the Diagnostic and Statistical Manual of Mental Disorders, officially recognizing hoarding as a psychiatric disorder. This means that Hoarding will become subject to the Americans with Disabilities Act (“ADA”) and require “reasonable accommodations” under the act.

Hoarding, also known as pathological collecting, is a pattern of behavior that is characterized by excessive acquisition of and inability or unwillingness to discard large quantities of objects that cover the living areas of the home and cause significant distress or impairment. Professionals who treat hoarding disorders however, remain optimistic that the condition can be controlled in many cases.

Now, before you have a fit over this because more rights are being given to problem tenants, please realize that the designation gives a much more certain way of dealing with the issue. Before this diagnosis, the landlord’s choice was to give a 10 day notice to comply or vacate and then a messy, costly eviction and cleanup. Now, reasonable accommodations could include a plan that requires 30 days of cleaning and support service for hoarders in an effort to avoid eviction. In other words, professional help to eliminate the danger caused by the condition can be required.

This is important: The main problem with hoarders is the creation of unsanitary and hazardous conditions that threaten the safety of the hoarder and other tenants. If the condition is under treatment, it doesn’t have to be cured, just made safe, in order to solve the landlord’s problem.

Some landlords have even realized that the hoarder, being obsessed with keeping their collection, will go to great lengths to pay the rent and be undisturbed. They can be good tenants.

Also, because there is plenty of discussion in the media about this, some of the confusion and stigma is removed. If a hoarder, like an alcoholic, can stand up and say: “I am a recovering hoarder” then the required “reasonable accommodations” can actually help with their recovery.

One thing a landlord cannot do is discriminate based on a medical diagnosis. A prior history of eviction and code enforcement or police intervention could be a reason not to rent to a particular tenant. A person that discloses a medical condition however, cannot be rejected on that basis.

A good website to review is www.addressourmess.com which provides services to Hoarders and their families nationwide. The website includes useful information for understanding and dealing with Hoarders. For example:

At Address Our Mess we’ve developed a program that helps the hoarders and the family of the hoarder and we can offer much more than just a cleaning. First, the hoarder needs to be open for a cleaning and fresh start from all the materials that have no use to them. Once the house is cleaned, they need to develop a daily routine to keep it clean. Sometimes having drawers for each type of item and once that drawer gets filled then something must be emptied to keep the new stuff otherwise the new stuff must be thrown away. This limits the collection of stuff and always offers storage. Other hoarders may need the one for one rule; every time something is purchased something must be given away.

The ability to deal with Hoarder situations compassionately and intelligently, from a position of knowledge rather than confusion, will benefit both landlords and tenants.

Editor’s Note: Steven Schneider is one of the LLA partner attorneys, and specializes in Real Estate Closings and Transactions, Leases & Evictions, Landlord-Tenant Mediation Services, and Litigation & Bankruptcy Claims.
Don’t accept excuses! Offer solutions

One of the biggest mistakes landlords make is to accept excuses for non-payment of rent. This situation “trains” the tenant that excuses will work and permit them to delay paying for weeks or months, or worse yet – to obtain free housing until they decided to move. And it is so hard to resist an opportunity to get free rent when a landlord is so obliging.

So a landlord or property manager must handle all non-payment situations the same, whether it is a “good” excuse or a poor excuse. If you judge whether or not a resident’s excuse is worth giving them a delay in paying the rent, the result is encouragement to come up with another reason not to pay the rent next month. And the financial hole gets deeper and deeper until you may come close to losing a decent return on your rental investment for the entire year.

It is important to let your residents know from the first month they move in that your procedure is this: when rent is not received on the date due, a notice WILL be served and eviction procedures will begin – No Exceptions. Some landlords compile a list of excuses given in the past and give each new tenant a copy of the list. This can be a humorous moment, but also clearly lets them know that there is no need to offer excuses for nonpayment.

The next step is to let your tenants know what the procedure is when rent is late in writing: a 3-Day Pay or Vacate Notice, and if the rent is not paid, the eviction process will begin.

Many landlords say that they would rather work with residents in “some” way when the tenants are having a tough time. Or they say that if they held to a totally non-excuse approach, they would have no tenants. One thing you can do is to keep a list of agencies that provide assistance and provide that to a tenant in financial difficulty. Another is to have them sign a Promissory Note to Pay and have that notarized. Of course, that works only if they have adequate to pay off the Note according to the terms of that Note.

If a resident has previously paid on time and has not lied to you up to this point, you can may a decision about how much income you are able to lose should the tenant not be able to catch up on the rent, set a time limit on how long you will carry the nonpaying tenant, and then stick by that decision. So you decide that you can lose one month or two month’s rent, stick by that and serve the Pay or Vacate Notice at that exact deadline and no longer. After that point, go right back to the No Excuses Policy so that your losses don’t accumulate to more than you can afford.
LLA Feature

Cast your vote at the May membership meeting

LA Bylaws require that each May at the membership meeting, Directors for the LLA Board are elected. The Board of Directors consists of nine members, seven of which must be landlords or property managers, and two may be commercial members. LLA members current on their annual dues may participate in the election of Board members, with each membership having one (1) vote. There will be a sign-in sheet and voters will be matched against a current membership list. Dues must be paid prior to voting day. Four Board members must stand for election in even-numbered years and five Board members must stand for election in odd-numbered years.

Below is a brief profile of each candidate:

( ) Margie McConnachie. A landlord since 1970 and an LLA Mentor for over a decade, Margie has a wealth of experience. She and her husband, Jim, now have only the 8 rental units. Margie has been active in LLA activities for most of her landlording career and joined the Landlord Association soon after it’s founding in 1971. She is looking forward to serving on the Board of Directors and helping the members in an additional way.

( ) Vicky Rosier. LLA Board member for four years, Vicky has been a landlord for the past 25 years. She is currently the Board Treasurer and is also an LLA Mentor. Vicky is a manager of mobile home parks, and owner of several rentals, and manages a wide range of properties from low income rentals to very high income rental property. She was previously Board Secretary and is a valuable source of knowledge.

( ) Mark Visintainer. Mark is an Account Representative for the Bonded Companies, which are screening and collection specialists. He was born in Spokane and was raised locally. Mark has a business degree from University of San Francisco and has been in the collection industry for 15 years. He is also a member of the Independent Brokers of Spokane and enjoys working with landlords and property managers to help them solve their problems.

( ) Ann Wick. Ann has been a Board member since January 2009, and has been Vice-President of the Board for the past four years. She is owner of Golden Empire Realty and Property Management Company. Ann’s many years of rental management experience gives the Board many useful insights about the training and crisis management we develop for the members.

LLA Board Elections May 21st 6-8 p.m.
At Timber Creek Grill & Buffet
9211 E Montgomery, Spokane

Avoid mechanic’s liens from your tenants

Ever have a tenant do work on your property and then try to get you to be responsible for payment? Some tenants have even gone as far as to go to court and file a lien against the landlord’s property for work that was done. This puts a cloud on the title, which usually must be cleared before the property can be sold and can create a lot of headaches for years.

In order for a tenant to rightfully attach a lien to your property, he must be able to prove that any work or improvement was done with the required authorization. Your rental agreement should always specify that “Tenants may not make alterations or repairs without owner’s consent.” The first paragraph on the back of LLA leases address this and makes it clear that NO repairs can be made or claimed to have been made without written permission. For landlords who use LLA Rental Agreements/Leases, this problem is taken care of. For those who like to create their own, be certain to state this position clearly and completely.

One other trick that a tenant may try anonymously is to hire a contractor to make an improvement on the rental and give the impression that he is the owner or that the owner is requesting the work and will be responsible for payment. The contractor then attaches a lien to the property in order to force payment.

If you ever see any work or improvements being made by an outside contractor, you will want to post a notice in a very obvious place on the property that can’t be missed!! The notice should simply tell any contractor: Notice – The work being done is not at the request of the owner of this property, and include the phone number at which you may be contacted.
Continued on next page
A landlord will usually want to proceed with an unlawful detainer action and show cause hearing in order to quickly evict a tenant. An arbitration is unlikely for the same reason; because the show cause hearing procedure is quick and effective most of the time.

There is however, a hybrid type of resolution made possible at the show cause hearings in Spokane County by the presence of a volunteer attorney from the Northwest Justice Project. This service can be characterized as a mediation even though the volunteer attorney advocates for the tenant because it usually ends in a brokered agreement. Both the volunteer attorney and the landlord’s attorney are aware that there is little chance of an effective defense in the typical eviction case for non-payment of rent. The volunteer attorney also will not represent the tenant at a trial. Under the circumstances, both sides should realize that the best solution may be an agreed move-out date and an orderly exit. As in a mediation, the tenant gets the chance to voice his or her concerns and complaints about the landlord to a third party. Once this is accomplished, most tenants agree on a reasonable move-out date, an agreed order or judgment is signed and the tenant vacates without incident.

By the time of the show cause hearing however, the landlord has incurred attorney fees, court costs and service fees between $700 and $1,000 as well as having waited 10 days or more for the hearing. A true third party mediation before the eviction action is filed may save the landlord money and provide the tenant with a predictable procedure to vacate the property.

Of particular use is the first step in mediation, convening. In this step, the mediator contacts the parties to arrange for the mediation. Because the call does not come from the landlord directly, the tenant may be more receptive to the suggestion.

A clause in a Rental Agreement which provides for mediation, permitted under the RLTA, may also preserve the Landlord’s rights to proceed quickly in court if necessary:

Without waiving any rights under Chapter 59.12 and Chapter 59.18, Revised Code of Washington, Landlord and Tenant agree, pursuant to RCW 59.18.315, to submit any dispute arising under the provisions of Chapter 59.18 RCW or under the terms, conditions or performance of this rental agreement, to mediation by an independent third party. This provision does not prevent either party from serving any notice provided for under any applicable statute, nor does it prevent the Landlord from proceeding with an unlawful detainer action. Mediation convened hereunder shall be conducted pursuant to Chapter 7.07 RCW.

With this provision, once a landlord has served a Three-Day Notice to Pay Rent or Vacate, and three days have expired, the landlord will ask the mediator to contact the tenant and attempt to convene a mediation. The actual mediation can be conducted in person or by telephone. A flat mediation fee and a standardized mediated agreement can make the procedure cost effective.

The above provision will not resolve all eviction cases, but does give the landlord a creative alternative to the cost and uncertainty of litigation.

Steven Schneider, Attorney at Law, P.S.
and Spokane Mediation
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Answers to the most frequently asked landlord questions

By Joy Peck
LLA Executive Director

Q: What documents do I need to comply with the Landlord-Tenant Law Act and to protect my landlord rights?
A: For a legal rental lease-up process, there will be at least five, and in some cases six, documents:

- **The Lease** (for a set term of rental) or **Rental Agreement** (for a month-to-month term).
- A Walk-Through Checklist or **Property Condition Report** is the form that is filled out as the landlord and tenant inspect the rental unit and is the document upon which the security deposit is based. Cleaning costs and damages will be deduced according to the information on this checklist when compared to the condition of the unit when the tenant leaves. This form is required for a security deposit to be legally collected.
- **Smoke Detector Notice** acknowledging that the rental unit has a smoke detector, at least one on each level, and that it is operational, and that the tenant has the responsibility of maintaining it. This is required by Washington State Law.
- **Carbon Monoxide Detector Notice**, acknowledging that the rental unit has either a separate CO detector or a combined Smoke/CO Detector, that it is operational, and that the tenant has the responsibility to maintain it. This is required by Washington State Law.
- **Mold and Mildew Addendum**, and informational form that states there is no mold or mildew or water intrusion at the time of lease-up, and how to avoid moisture problems in the rental unit. This is required by Washington State Law.
- If your rental unit was built prior to 1978, a **Lead-Based Paint Disclosure Form** is required by Federal Law to be signed by the tenant and landlord and a Lead-Based Paint Booklet given to the tenant. This discloses that housing built prior to 1978 may still have varying amounts of lead remaining in old paint and related information.

Q: What else should I know before signing up a tenant to my rental unit?
A: Before you sign:

- Be sure you know when the rent is due, if there is a grace period, if there are late fees.
- Where is the rent paid, to whom, and to what address it can be mailed.
- Will there be carpet cleaning or other expenses automatically deducted from the security deposit?
- Are utilities included in the rent or must utilities they be in the tenant’s name.
- Who maintains the appliances or pays for repairs to toilets, dishwasher, stovetop, etc.
- Are there parking issues, assigned spaces, limits about where guests park?
- Are there pet fees or pet deposits if pets are allowed?
- Is there a policy about long-term guests, even if they are visiting family members?
- Clarity that there must be advance notice before not renewing a lease (30 days required), or a 20-Day Notice if it is a month-to-month rental agreement.
- All parties to the lease should be clear that the Landlord-Tenant Law Act requires that a security deposit disposition form must be given by the landlord to the tenant within 14 days after vacating the rental showing how much, if anything, was deducted from the deposit.
- Is the tenant required to have renter’s insurance?
- What are the noise level restrictions in this apartment/duplex/house?
- Are there restrictions about painting, hanging items on the walls, or other decorating?

This may seem like some unnecessary extra bother, but by getting all the required paperwork completed and all the questions answered clearly, the landlord-tenant relationship can start off well and eliminate misunderstanding and problems later.

Q: What information will help me determine the rent for my unit?
A: Ten Ways to Determine Rent for Your Vacancy

1. Rentometer.com. This website is one where you can enter the address of the house, duplex or apartment, even commercial property, and get a dollar amount that is the average for comparable rentals in that block or neighborhood. There is also a map that shows how many rental properties within how many miles that were compared to get that dollar amount.
2. Check out comparable on www.craigslist.org, Rentclicks.com, or Rent.com
3. Pick up a copy of the local newspaper, The Spokesman Review, in this area is the best bet to compare rents.
4. Another way to calculate out the market rent in your specific area is to get the car keys and go looking. Look for the “For Rent” signs and call the phone numbers and ask the number of bedrooms, amenities and the rent amount. See how long they are vacant to see if that rental rents immediately or stays empty a while.
5. Look in those magazines outside the grocery stores. Apartment Finder, For Rent, and others will have a wide variety of neighborhoods and price ranges. You might also check out the rental listings in the free weeklies of The Exchange, Nickel Nik, or the Inlander.

Continued on next page
6. Get to know a property manager in the area, take them to lunch and pick their brain about how they decide which amenities increase the rent, which to overlook, and any tricks of the trade they have to write their ads, place their signs, and rent vacancies quickly. One caveat is that some property managers have owners that force them to overprice, but this is relatively rare in today’s market and is fairly obvious when you run into it.

7. When the current tenant vacates, if you have not been raising the rent 2%-5% per year, then your monthly rent was probably under-market. You can use the rental amount and, on paper, calculate a percentage for each year they stayed in that unit and use this as a beginning to estimate what the new rent should be. Then match that against the comparable figures you find in the newspapers or online to see if it’s in line.

8. Some landlords and property managers set a price just a little high, maybe $50 - $100 or so, and see if calls or offers begin to come in. If not, then lower the amount in increments of about $25 until you get a firm offer. This experiment works, of course, only if you have the time to wait, and if you find someone terrific, you can always say yes to a request for a reduced rent. But don’t forget to let all tenants know before they sign that lease, that you are a professional landlord and, as such, use a business model that keeps up with costs and raise the rent each year by “x” amount. That can be $10/month each year, or a percentage.

9. This approach doesn’t always pay off, but asking other landlords, or getting feedback from your own tenants and tenants in the neighborhood rentals. A vacating tenant who’s on good terms with you may feel free to say, “This place was worth every dollar and more!” Ask how much more. And ask what he or she will be paying where they are moving to.

10. An important part of determining the best rent is to NOT wait until you get notice that the tenant is moving out. Take the time every so often to begin your pricing research. Make it a habit to pick up those weekly magazines or newspapers and stay on top of things as you go along.

Q: What is a Property Condition and why is it so important?
A: A Property Condition Report is a must. If a landlord collects a security deposit, there must also be a Property Condition Report completed. The Property Condition Report, or Inspection Checklist, is vital to your financial security as a landlord. Without having a completed and signed inventory and inspection checklist upon move-in, you cannot legally withhold a deposit from the tenant. Also, any damages (even those you know were caused by the tenant) cannot be attributed to the tenant and charged to their deposit without that checklist that was completed upon their move-in. It’s just that simple. No proof of the condition of the property on move-in, no proof of who is responsible for the repairs or damage.

The Revised Code of Washington Section 59, which is the Residential Landlord Tenant Law, says, “No deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the commencement of the tenancy.” (RCW 59.18.260).

Filling out the inventory and inspection checklist must be done with the tenant present upon move-in, but the tenant is not required to be present at a move-out inspection of the vacated unit. Any defects present at the time of inspection should be noted so that pre-existing damages or defects are not wrongly attributed to the new tenant. This is the report upon which you are basing your “wear and tear” assessments, so if something is in new condition (such as a fresh paint or new carpet), you may wish to note the condition as new on the checklist.

Upon moving out, the landlord or property manager is expected to do a walk-through of the premises and determine which, if any, damage is beyond normal wear and tear. If any damages are found to be a result of the tenant’s occupancy, you may charge the amount required for repair to their security deposit. Any damages which exceed the deposit amount should be pursued through the collections process or in small claims courts. The tenant is not required to be present at the move-out inspection.

One of the most common misconceptions by landlords or property managers is that the security deposit is their money. Some landlords may even believe that the deposit is theirs to keep for even the slightest real or perceived tenant violation. But once the money for the security deposit is given to the landlord or property manager and the tenant moves in, it is being held for the tenant. Some tenants consider the security deposit as “their” money, to be used for repairs or rent while they still live there. Actually, a security deposit is no longer spendable money at all. It is not spendable during the course of the tenancy. It is strictly a deposit that becomes spendable money only once the tenant has vacated that rental, either at the end of the lease, by eviction, or abandonment of the unit.

At that time, the security deposit can be used for cleaning, repairs, unpaid utilities, unpaid rent and late fees. The deposit can

Continued on next page
Landlording FAQs

continued from previous page

only be forfeited for damages in the amount actually sustained by the landlord, and then only if the rental agreement allows forfeiture (or partial forfeiture) for the reason asserted by the landlord. And these deductions must be shown on the Property Condition Report or Checklist during that last walk-through and shown on the Deposit Disposition.

Landlords also need to remember the phrase “strict compliance” and know that a Property Condition Report or Walk-Through Form is one of the sections in the RLTA (Residential Landlord Tenant Act) that requires strict compliance. Also required is that the landlord or property manager has only 14 days (that’s 14 24-hour days, not 15 days) to get that Deposit Disposition to the tenant(s).

Q: What’s best, a year’s lease or a Month-to-Month Rental Agreement?
A: Month-to-month agreements give you much more flexibility than leases, because you can increase the rent or change other terms with only 20-days’ notice. With a 1-year lease, a landlord cannot change any terms before the lease expires, unless the tenant does not pay, or violates another term of the lease. And, in court, you will have the burden of proof, which means that the landlord is the one who has to prove that the tenant did not live up to his part of the contract. With a month-to-month rental agreement, the landlord does not have to prove any violations to terminate the agreement or change the terms.

Although the month-to-month agreement allows your tenant the right to move at any time by giving you a 20-day written notice, the reality is that most responsible tenants do not like to move, usually stay for long periods of time, and will give quite a bit of notice. A landlord can keep the lines of communication open so that if a tenant knows changes are coming in the future (job change, increasing family size, buying their own home, etc.), the tenant feels comfortable dropping hints, addressing the topic, or even letting you know several months in advance. With a tenant on a month-to-month agreement, the landlord does not have to prove any violations to terminate the agreement or change the terms.

While the lease binds both parties, in practice it is very easy for a tenant to give notice and walk away from a year’s lease, so the advantages of the year’s lease are more perceived than actual if the tenant is not a considerate or responsible person. The landlord then has the duty to try and mitigate/minimize the potential financial loss by taking all reasonable measures to re-rent the unit as quickly as possible. And the landlord can only charge for the rent incurred until a new tenant begins to pay.

Tenants often request or even insist on a lease because they want to rent to be locked in for a minimum period. Most owners want the flexibility of month-to-month agreements so that rents can be raised if the market changes more than expected during the year.

There is an effective way to achieve both goals: a Month-to-Month Agreement with a Rental Rate Guarantee Certificate. This allows your tenants the benefit of a stable rental rate for a specific period of time (6 months, one year, etc.) while not restricting your ability to change rules or ask the tenant to leave if problems arise. This especially helpful if the tenant brings pets into a rental dwelling where pets are not allowed, decides he or she just must have a waterbed or backyard swimming pool that is killing the grass. Noise and parking complaints become easily handled by just giving the proper notice, and the tenants are always aware that if their behavior becomes a problem or the rent is paid too late too often, that they will have to find a new place to live very quickly.

A Rental Rate Guarantee Certificate can be quickly prepared on a home computer and tailored to your specific requirements. It’s something to check into.

Q: I have heard that over 80% of landlord-tenant disputes are about the Security Deposit when the tenant moves out? How can I avoid this situation?
A: Clarity about vacating becomes another of the many things a landlord or property manager must think of when the lease is signed. Explaining expectations about cleaning upon vacating is a must, and they should be clearly stated before move-in or at the time of move-in. Here are some of the ingredients that cause the problem:

- The landlord or property manager fails to let the potential resident or the new tenant know the criteria for getting the security deposit back, and fails to do this at the very beginning.
- There is no mention of non-refundable fees prior to signing the lease. This usually revolves around the non-refundable carpet cleaning costs.

Continued on next page
There is no correspondence, reminders, or Cleaning & Vacating Form given until the resident has already moved. The landlord or property manager fails to go through the unit, get bids for repair work or other items until it’s too late to get the Deposit Disposition to the former renter within the 14-day time period required by law. The former renter contacts the landlord wanting the money back and most of them know about the required Deposit Disposition form and the time limits and that there are penalties. The disagreements take an angry turn, opinions severely differ and each side digs in and becomes more certain of their “proof,” but no photos or proof exists on either side. There are usually differences in the definition of what “cleaning” means on most, if not all, items—the stove, tub, yard, etc., since no written criteria was given or signed. This goes on and on until one side gets exhausted and gives in or attorneys are called.

So the first step in ending this common landlord experience is to make certain that expectations are very, very clear from the beginning. The same day the security deposit is accepted, give the resident a copy of your security deposit refund criteria. The Landlord Association (LLA) has a **Cleaning and Vacating Form** that lists what most landlords want upon move-out, and there is plenty of room on the form to make additions and to adapt the form to exactly what you need for your units.

Some landlords want to prepare their own security deposit refund form and it’s been suggested that it begin with the phrase: 

“Release of the full amount of the security deposit is subject to the following provisions:” at which point you can list your requirements. It’s also necessary to include the following provisions or information:

- That the full term of the lease has expired and that the tenant did not abandon or break the lease.
- Written notice to vacate must have been given and approved at least 30 days prior to move out.
- All keys must be returned the day the tenant vacates.
- All personal items, debris, trash, etc. must be removed.
- Forwarding address must be left with the landlord or property manager.
- Damage to property beyond normal wear and tear will result in charges.
- All rental amounts, prorated rents of additional days past the lease ending date, and any outstanding charges incurred while residing in the unit must be paid for prior to move out.
- The Property Condition Report must be completed and signed upon the final “walk-through” with the landlord or property manager. This should be scheduled as a joint inspection in advance so it is convenient to both parties.

Additionally, you must be specific and there should be explicit cleaning instructions that cover just how thorough you want the resident to clean. There are many cleaning tasks that tenants typically overlook that take a great deal of time and must be accomplished before a new tenant can move in. For instance:

- Thoroughly clean stovetops, ovens, drip pans, racks, vent hoods, bathtubs, sinks, toilets, shower doors, etc. making sure rust, lime and stains are gone
- Remove all decals, paper towel holders, nails, plant hangers, pictures, and so forth from walls, ceilings and cabinets.
- Wipe completely clean all cabinets, closets and drawers, removing liner paper that was not present at move in.
- Damp wipe or dust all mini-blinds and ceiling fan blades and light switches.
- Let the tenant know the difference between light, moderate, and heavy cleaning and the difference in the costs in charges that result.
- A list of costs should accompany these criteria. (There is a fairly detailed list of such charges and customary local costs in the LLA office called a Settlement Charges Guide. Members may have a copy at no cost.)

Then there is a list of items that, should the tenant break, must be completely paid for by them. This is often referred to as the “You break it, you buy it” list. You can make this list yourself and tailor it to your own units, but it often includes items such as the stove, oven, refrigerator or bathroom fixtures. Also, any damages caused by pets, including deodorizing baseboards, carpets or closets. Replacement of light bulbs, drip pans, doorknobs, etc. also falls into this category. And damages to wallboard, sheet-rock, windows, screens, light fixtures, tile, countertops or other major items also should be on this list. Cigarette burn repairs are included.

Although the Settlement Charges Guide is fairly thorough and is a good local guide, some landlords prefer using the “actual cost” instead of a dollar figure up front. If damage is severe, take photographs of all chargeable items. This results in not having to rely solely on your word against the tenant’s word if the disagreement ends up in court.

If the tenant meets your cleaning and vacating criteria, then you must fill out the Deposit Disposition Form and send it to the former tenant within 14 days of move out. If this is not done, it could result in double the original amount of the deposit.
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L.L.A. Mentor Program

The LLA Mentor Program has been established as a way to individually support our members. The Volunteers are available by phone for brief consultations on being a successful landlord or for answers to questions. This unique method of “paying it forward” is a way to share our hard-won information gathered over the years.

Keith Reekie ........................................ 994-1791
Jim & Margie McConnachie............. 924-6716 or 999-8024
Garry Forney ..................................... 230-3766
Randy Hendricks ............................. 456-8793
Ken Zalud ......................................... 467-7315 & 235-6526
Karl Zacher .................................. 475-6377 & 326-5151
Kevin McKee ................................. 475-4002 (new)
Vicky Rosier .................................... 290-3215
Donna McRory ............................... 455-8513
Ken Vlasak ..................................... 991-8770 (new)
Roger & Linda Carney .................. 448-0417
Stacia Routh ................................. 624-4343
John & Laurel McKinney ............... 535-5155
Mardi Brendt .................................. 499-3545
Mystery Couture .......................... 252-7153, 326-9774
Ron Tussey ..................................... 290-6445

Want to become a Mentor? Find out how by calling the LLA office at 535-1018!

L.L.A. Witness Program

In response to many requests, the L.L.A. Witness Program has been established to serve our members. The members of the Witness Committee are ready to help you if you have damage or cleaning, or suspected abandonment you may need to establish in court.

Don’t hesitate to call the L.L.A. member that serves in your rental’s vicinity. If you have any questions, or would like to volunteer for this program, please call Cathy Gunderson at 534-9357.

Northeast:
Ann Wick 475-1675

Northwest:
Dennis Grey 951-7326
Barbara Riley 466-1383

North
Dwayne Phinney 466-9316

Valley Area
Shawn Dolan 208-651-4076

Area Wide:
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Compliance Officer
1213 S. Pines Rd Suite E
P.O. Box 141875
Spokane Valley, WA 99214
lisa@airfactz.com
509.343.4390 DIRECT
800.729.7775 x102
800.290.7031 FAX

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Certified Public Accountants
9515 N. Division, Suite 200
Spokane, WA 99218
(509) 467-2000
Fax: (509) 3707
chrisb@ogacpa.com

Chris Bourassa, C.P.A.
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– April 2014
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<td>905:</td>
<td>Notice of Storage /Abandoned Property</td>
<td>$13.50</td>
<td>.80</td>
<td></td>
</tr>
<tr>
<td>1000:</td>
<td>Washington Residential Rental Law Book: Member</td>
<td>$12.00</td>
<td></td>
<td>Non-member 15.00</td>
</tr>
</tbody>
</table>

**Total Forms Cost** $_________

---

**Payment Method**
- [ ] Cash
- [ ] Check #_________
- [ ] Credit Card
- [ ] Please Bill (Payment due within 15 days)

**Postage**

**WA Sales Tax**

**Subtotal**

---

**Your Name:**

**Address:**

**Credit Card Number**

**Exp. Date:**

**3-Digit V Number** (from back of card)

**Date:** / /

---

Sept. 19, 2013
BECOME A MEMBER TODAY!

Applicant’s name ____________________________________________
Company name _____________________________________________
Mailing Address _____________________________________________
___________________________________________________________
Telephone number __________________ Work____________________
E-Mail______________________________________________________
No. Of Units_______ Payment Amount $_________________
Payable By: (   ) Check; (   ) VISA; (   ) Mastercard
Acct. No__________________________ Exp. Date___/___/_____
V-Number_________________ (NOTE: The V-Number is the last 3 numbers in the signature space on back of card. Thank you.)
Signature of applicant _______________________________________
Date:______________________________________________________

PLEASE MAIL YOUR COMPLETED APPLICATION TO:
LLA / 225 E. 3rd Avenue, Suite #2 / Spokane, WA 99202
You can join online too at: www.landlordassoc.org

The L.L.A.

L.L.A.: Just what do we have to offer you?

The Landlord Association of the Inland Northwest (LLA) offers an incredible array of services for the landlord, all for just pennies a day.

- **Office Hours:** Office Open Monday thru Thursday, Monday 8 am - 4 pm, Tuesday-Thursday 8 am - 2 pm. Closed Friday. Closed Second Tues. Ea. Month Noon to 1:30 For Board Meeting
- **Communications:** Ten issues of our 24 page newsletter – The Rental Review; Website, E-mail bulletins
- **Networking:** Monthly dinners; Committee memberships; and State Conventions
- **Education:** Monthly classes at no charge for members; Monthly dinner speakers; Alerts for Community Sponsored Seminars.
- **Legislative Representation:** Your interests are monitored and championed on a local and state legislative level by the LLA Legislative Committee Members. Regular progress reports are shared in the Rental Review.
- **Forms and Books:** Ready access to contracts, notices, and other forms needed to protect legal rights and conduct business interests. All forms are updated and currently in compliance with Washington RCWs. They are carbonless copy ready for business. Phone, email or fax sales requests receive immediate return service by Priority Mail. LLA Office Open Monday 8-4 p.m. Tuesday-Thursday 8 a.m. - 2 p.m. Closed Friday. Closed Second Tues. Ea. Month Noon to 1:30 For Board Meeting
- **Legal Plan:** Free consultation per tenant issue and reduced fees for professional attorney services for LLA members.
- **Mentor Program:** Experienced landlord volunteers are available by phone for brief consultations on being a successful landlord. Hard-won information is shared first-hand member to member.
- **Witness Program:** Landlord volunteers are ready to help you if you have damage, cleaning or suspected abandonment you may need to establish in court.
- **Membership Packet:** Upon joining the LLA, each member receives a membership packet worth $50.00 that includes two each of our 30 legal forms and notices; Washington State Residential Rental Laws book; LLA Landlord Handbook; Legal Plan Information and referral; the LLA By-Laws; Screening Company referrals; and latest edition of the Rental Review Newsletter. The Landlord Association of the Inland Northwest is a non-profit group in existence for 40 years working together to increase residential property values through participation, education and legislation. Committee participation by all Association members is invited and encouraged! That’s how we work!

If you are not a member, join today with over six hundred landlords and become part of one of the largest landlord associations in Washington State. Contact the LLA office at 535-1018 for further information or...complete and mail the membership application below.

---

**Annual Membership Fees**

<table>
<thead>
<tr>
<th>Units</th>
<th>New</th>
<th>Renewal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 4</td>
<td>$115.00</td>
<td>$90.00</td>
</tr>
<tr>
<td>5 - 14</td>
<td>$150.00</td>
<td>$125.00</td>
</tr>
<tr>
<td>15 - 24</td>
<td>$195.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>25 - 50</td>
<td>$245.00</td>
<td>$180.00</td>
</tr>
<tr>
<td>51+</td>
<td>$365.00</td>
<td>$275.00</td>
</tr>
</tbody>
</table>

**Property Management Firms**

- $375.00

**Commercial Member:** $195.00*

- Includes a business card size advertisement in 10 issues of Rental Review

*Includes a business card size advertisement in 10 issues of Rental Review

---

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509-486-5255
Just Right Cleaning & Construction
509-994-8494
www.jrcconline.com
Servicemaster Restoration Services
Gina Ferrauolo 800-737-8994
509-481-0485 gina@smorestoration.com
SERVPRO of South and West Spokane
509-534-0566 / Contact: Bruce Groshong

Accounting & Tax Preparation
Omlin, Gunning & Associates
Chris Bourassa, CPA (509) 467-2000
Tax Preparation & Review
Cribis@oagcpa.com

Appliances
Cozzetto Coin-Op, 459-4300
Hainsworth Company, 534-8942

Appraisal Services
Roger Trainor, Landlord Appraiser Specialist
Berg Appraisal Services, P.C.
509-993-6934, fax 509-226-4646
Trainor@gmail.com

Attorneys
Neil Humphries, 509-838-4148
nthumphries@hplattorneys.com
McMullen Law Office
924-9816 - Toll Free: 800-798-9816
Rob Rowlcy, 509-252-5074
Rcb@Rowleylegal.com
Steven Schneider, Attorney P.S.
509-838-4458, ss@mbblegal.net

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NHanos Wood Renewal
Call Dennis Pence 328-9663
707-945-1002 www.nhanhancem.com

Carpets & Flooring
ColorMaster Professional
Carpet Care Superior
Northside: 487-3530 - Valley: 922-2628
Fashion Carpets and Flooring
8619 E. Sprague, Spokane
AI Hirt: 509-928-9550

Carports
Carports of Washington, Inc.
253-882-7556

Collections
Automated Accounts, Inc.
326-2278, Scott Millspa, President
scott@automatedaccounts.com
www.automatedaccounts.com

Bonded Adjustment Company
509-624-518
www.bondedadjustment.com
Handy Husband
Jerry Hitzinger, 509-338-3684
www.thehandyhusband.com

Construction
Homestead Construction
312 S. Farnt, Spokane, WA 99206
Bobbie Swanson 892-0454
homesteadbobbie@comcast.net

Electrical Services
Merit Electric of Spokane
Jason Lundmark 509-535-3930
jlundmark@meritelectric.net

Environmental Services & Testing
Able Clean-up Technologies
509-466-5255

Financing
Global Credit Union
509-455-2001
Spokane Teacher’s Credit Union
Cheryl Conners 850-2963 and 344-2497

Fire & Water Cleanup and Restoration
Just Right Cleaning & Construction
509-994-8494
www.jrcconline.com

Flooring
American Flooring & Blinds
Cory Spolski 509-220-5546
cory@carpetandblinds.com

Fooding Services
Mark Sloniker 206-234-365
Alliance Flooring Services
Mark Stilken 206-234-365
Mark@allianceflooring.com
Fashion Carpets and Flooring
8619 E. Sprague, Spokane
AI Hirt: 509-928-9550

Gutters & Sidings
Huguenin Construction
509-684-3426 or 684-6454

Handyman
(Painting, Carpenter, Electrical, Plumbing, etc.)
David Darnell 509-981-0470
Mike Darnell 509-990-0995
doddscott@yahoo.com

Hurliman Heating & Air Conditioning
509-891-5110 www.hurlimanheating.com

Insurance
American Family Insurance
Ron Green 509-981-2907
rgreen@amfam.com
Matthew Best, Country Financial Insurance
509-4448813 Matthew.Best@countryfinancial.com

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509-362-9582 for Rapid Response
Ask for Matt Sweet

Masonry
Betz Masonry
Dave Betz (509) 468-5197

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Heartland Payment Systems
Jonnie Lewis, Manager
509-226-6156, 509-710-4485

 Pest Control
Enviro Pro Pest Solution Professionals
Raymond VanderLoo 509-547-4240
www.enviropropestsolutions.com

Plumbing & Drain Services
The Drain Specialists
509-467-5655
Pipe Line Plumbing
487-0835

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Eastern WA Attorney Services
1201 N. Ash, Ste 100
Spokane, WA 99201
509-325-0001

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Key Properties Since 1977
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Bruce-key@hotmail.com
Jim McConnellie-Re/Max
(509) 924-6716
Tim Todd, 509-467-2702
Windermere Real Estate
8611 N. Division, Spokane

Roofing
Jimmy’s Roofing
www.jimmysroofing.com
509-924-1689, 509-999-1997

Small Landlord Property Management
Berts & Wieber, 509-532-0220
Contact: Vic Berts www.bertsowieber.com

Golden Empire Realty
Contact: Ann Wick
509-475-1675, GoldenEmpireRealty@comcast.net

Property Management Partners
509-276-2175
Contact: Cheryl Wagner
www.SpokaneRentals.com

Sparrow Management
Nathan Batchelor 208-209-5986,
Nathan@sparrowmgmt.com

Spokane Property Management
509-475-4002
Kevin@SpokanePropertyManagement.net
www.SpokanePropertyManagement.net

Storage
Valley Self Storage
924-8467

Tenant Screening
ACRAnet, Inc.
Cale Hockett 324-1350
Airfactz Screening & Reporting Service
Lisa Treppiedi, www.airfactz.com
509-928-0229 – 800-729-7776

Bonded Data Research Company
Dennis Dillin 509-847-8240
www.bondeddataresearch.com

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