Who Pays for Plumbing Problems:
Landlord or Tenant?

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May 15, Wednesday, 6-8 pm, Membership Meeting. Speaker, Mark Visintainer will answer your questions about the Rental Criteria Requirement that went into effect last June. A must-know topic! Also, annual election of Board of Directors. Spokane, WA. $13.14 at the door. Guests welcome.
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Upcoming events of interest to landlords and property managers. Check our webpage at www.landlordassoc.org for updates. Call LLA office 535-1018 or email: office@landlordassoc.org with questions.

April 18 & 25th, two consecutive Thursdays. Crime-Free Multi-Housing Workshop. Training for landlords and property managers. $75.00 includes all materials, and lunch the first Thursday. Location is 2116 E. 1st, Spokane. Call 509-835-4572 to RSVP. Details on page 3 of this issue.

May 14-15, 9:00 am – 4:00 pm. Healthy Homes Symposium. HUD Spokane FREE 2-day training topics include Indoor Air Quality (mold, radon, weatherization, smoke Free housing), pest Management, Lead-Based Paint information. At Catholic Charities St. Anne’s Family Center, 25 W 5th, Spokane. Call 509-368-3202 to register or Sarah.achaoui@hud.gov.

May 16-17, 9:00 am – 4:00 pm. FREE 2-Day Training Course, Lead Safe Housing. Landlords and Property Managers should attend to get the answers to the new lead-based paint rules, including Renovation, Repair & Painting Rules.Catholic Charities St. Anne’s Family Center, 25 W 5th, Spokane. sarah.achaoui@hud.gov or Karen.M.Griego-West@hud.gov for information to attend.

May 15, Wednesday, 6-8 pm. Membership Meeting. Annual Board of Directors Elections. Speaker is Mark Visintainer, Bonded Data Research/Bonded Adjustment Company. A complete review of the new Rental Criteria requirement and how it protects your rental property, reduces your risk, and saves you money! Also, Q&A about debt collection for those who have asked for a review of that topic, too. This is the time to ask the EXPERT. Bring your questions for Mark. Timber Creek Grill & Buffet, 9211 E. Montgomery, Spokane, in the Argonne Plaza. Beer and wine available. $13.14 at the door includes dinner, beverage and tax. Guests welcome. No membership meetings over the summer. Have a great summer and see you
News & Notes

Meet your 2013-14 LLA board of directors candidates

Cast Your Vote at the May 15th Membership Meeting

LLA 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:

( ) Ed Cushman  Ed has been a landlord for many years and manages his own properties. He has been on the LLA Board of Directors two years and is Chair of the Marketing Committee. He is currently leading the project to update the LLA website and will take over management of the site for the near future. He has also served as Ethics Chair on the Board of Directors of the Better Business Bureau and has served on boards of other civic and professional organizations.

( ) Randy Hendricks  Randy has been onsite manager of the Metropolitan Apartments for many years and has a wealth of expertise in property management. He has an M. S. degree and is co-owner of H & H consulting, known for their workshops and counseling success with anger management and stress reduction. He has been an LLA Mentor for six years and has served on the Board of Directors for two years, and is currently Chair of the Legislative Committee.

( ) Kevin McKee  Kevin has been the LLA Board President for the past two years. He became a realtor in 1983 and became a landlord that same year. He also began to manage property for other landlords and, over the next couple of decades, his property management business grew to about 300 rentals. He is now also active in leasing, selling and managing commercial properties, and is active in several local organizations and community non-profits.

( ) Roger Trainor  Roger has been a landlord for more than 25 years and has been a member of the LLA almost as long. He has a B.A. is Criminal Justice and a Masters Degree in Public Administration from Eastern Washington University, has served on the LLA Board since 2005, and was LLA President in 2007-2008. He is an appraiser and has been an LLA Mentor for many years and is always ready to help landlords and property managers.

( ) Jon Whipple  Jon is both a residential and commercial landlord, owning eight residential units and numerous commercial sites. He has a B. S. and a B.A. in Business Administration and has more than 15 years experience in Operations Management in corporate settings. He is also a Board member of the North East Development Council of Spokane and owns Baldwin Signs. He has been an LLA Board member for two years.

Getting to the root of the problem

Sewer lines can get clogged by roots that invade the pipes, often from neighboring trees. You can dig up the pipes on your own property, but there may be resistance from the owners of the property next door. Before you demand that they let you dig up their yard, try a product called Root Destroyer.

Root Destroyer comes in a 2 lb. box and can usually be found at any plumbing supply store and at a few hardware stores. The package instructions will tell how much is needed and exactly how to use it, so read all instructions very carefully.

After reading the instructions, flush the Root Destroyer down the bathroom toilet, so the chemicals can travel down the sewer line and adhere to the invading tree roots. The chemicals wither and kill the roots that are in the pipe but do not kill the tree, which has other roots through which to gather nutrients.

It’s best to use the Root Destroyer late at night, after all members of the household are done bathing and flushing. Otherwise, the chemicals will be washed off the roots by waste water before they have time to work on the roots.

It’s recommended to treat your sewer line against tree roots in early spring and late fall.
Request for maintenance and time limits for making repairs

The landlord’s right to written notice and the time frames for making repairs are found in the Landlord-Tenant Act, that is, Section 59 of the Revised Code of Washington, RCW 59.18.070. The landlord is entitled to a written notice of defects of the premises.

Of course, most landlords and property managers respond when the tenant speaks with them in person or by phone or email. Some landlord use forms similar to work orders. The Landlord Association has Form 501, Request for Maintenance and Permission to Enter, which covers all the bases. As an attorney, I advice always getting the request, the specific problem to be repaired, and the permission to enter in writing every time. This way should the tenant later try and claim that the rental was defective as a reason to withhold the rent, the policy of always having all requests in writing will be a defense in an eviction or other court action.

When a tenant asserts that he or she did not pay the rent because the toilet does not flush, I ask them to produce a copy of the written notice to the landlord. If they cannot produce a written notice, I argue to the Court that the landlord has no duty to make repairs of which he has no knowledge.

Remember that the landlord or property manager has a duty to keep the premises in good repair and in compliance with all building codes and health codes. Thus, a landlord is well-advised to respond to oral requests for repairs, and to also ask for them in writing.

When a landlord or property manager receives a written notice, the law requires that the landlord commence remedial action as soon as possible, but not later than the time periods specified in the following paragraphs. Remedial measure must be commenced within twenty-four (24) hours when the defective condition deprives the tenant of hot or cold water, heat or electricity, or is imminently hazardous to life.

Repairs must be commenced within seventy-two (72) hours where the defective condition deprives the tenant of the use of a refrigerator, range and oven, or a major plumbing fixture supplied by the landlord.

In all other cases, remedial measures must be commenced within ten (10) days.

The landlord has the duty to ensure that the work is completed promptly and in workmanlike fashion. If completion is delayed due to circumstances beyond the landlord’s control (including unavailability of parts or financing), the landlord must remedy the defective condition “as soon as possible.”

Experienced landlords urge caution to other landlords who wish to rely on the “I can’t afford to make repairs” defense, however. If a landlord asserts that he or she cannot make repairs due to a lack of financing, the landlord had better be prepared to show financial statements and rejection letters from lenders.

If, after written notice and the expiration of the time periods found in RCW 59.18.070, the landlord still does not repair the defective conditions, the tenant may choose from a number of remedies. According to RCW 59.18.090, after written notice, the tenant may vacate the premises without further obligation to pay rent and may even be entitled to a prorated portion of any prepaid rent. The landlord must still account for withholding any portion of the security deposit.

The landlord can also appoint an escrow agent and require tenants to pay rent into an escrow account (RCW 59.18.115) and those proceeds used to repair the property. There are other similar remedies available, but the picture is clear: landlords can be forced one way or another to make the repairs that are required by law.

And a landlord who is sued and loses in court will still have to pay the tenant’s costs and attorney fees. So the moral of the story is that a landlord needs to set aside enough money for unexpected repairs and know the time limits for making any necessary repairs.
Many landlords put off rent increases out of concern that they will lose good tenants and, as a result, have high turnover. Then all the costs associated with that will wipe out the additional revenue from the rent increase. This often leads to years and years of falling behind in the process of maintaining a normal, deserved return on investment. But an investment is NOT an investment if there is no return, only losses due to not keeping up with the rental rates in your area. And if the process of rent increase is handled well, it can go very smoothly and successfully.

Some landlords only raise the rent when a new tenant moves in, thus saving the dread of informing current tenants their monthly payment will increase. Other landlords who have mostly month-to-month rental agreements increase rents every January, with the beginning of a new year. Some landlords raise rents on the anniversary date of the original move-in. But whatever your choice of timing you use, make a plan and then follow through.

Landlords should consider raising the rent as just one of the normal duties they take on when going into the business. Because most small landlords and many property managers know their tenants personally, it’s best to exercise a lot of “people skills” when implementing a rent increase, and unless it’s a large apartment building, a terse form letter is not the best form of communication to let someone know their disposable income is about to be diminished. It’s easier for the tenant to first be thanked for being your tenant, and then use a few words to let them know why the rent has to be adjusted. The increased costs of insurance, maintenance, taxes, etc., can be mentioned so that the tenant(s) know that there is no choice in the matter.

As mentioned above, be gracious and thank them for their prompt paying of the rent and care shown to the rental unit. Be specific, too. Tell them that the rent must be raised and that it will be a certain percentage (say 5%), to give them perspective. Then put that into a dollar amount, for instance, if the rent is $700.00 a month and the increase is 5%, the actual dollar amount is $35.00 per month. Now, that’s a very low amount, a total of $420.00 a year, and would probably not cover the increase in insurance and taxes, so the landlord can indicate that he or she is absorbing much of the increase in costs. Than close the letter by thanking them for their understanding and hope they continue to remain in the rental unit.

As to the timing of all of this – it depends if your tenants are on a timed lease or a month-to-month rental agreement. If you have chosen to have a timed lease (often a 6-month or one year leases), then you may only raise the rent by giving a 30-Day Notice to Increase Rent and issuing it at least the required 30 days prior to the end of their lease. The rent may not be raised during the current lease!

If your tenants are on month-to-month rental agreements or, if they had a timed lease which has since automatically rolled over at the end of the lease to a month-to-month agreement, then the process is very simple and straight forward. All that is required is a 30-Day Notice of Rent Increase, prior to the beginning of the rental period that you want the increased rent to take effect. As an example, if you have a tenant on a month-to-month agreement and you want the rent to increase $50 effective July 1st, all that is required is that you make sure your tenant receives a Rent Increase Notice a minimum of 30 days prior to July 1st, when the new rental rate is due. Add one day for serving the notice and, if mailed, one day for mailing, making it 32 days prior to July 1st, or May 29th or 30th. Mailing such notices by using Certificate of Mailing ($1.15 including the 1st class stamp) is a way to prove you have notified the tenant in a legal method of service.

And just to dispel any misconceptions, there is no rent control in Washington State and the State Constitution does not allow it.
What appliances do you include in your rental?

Landlords often ask the question, “What appliances should I include in my rents(s)?” Most often, the competition in the local area helps make that decision for you. Other times, the decision is made based on what amenities are offered in a particular rent per month price range. But there are other things to consider when installing or offering certain appliances in a rental unit.

Even if you decide to have the appliances in question (say a microwave or refrigerator) present in the rental when showing it to prospective residents, consider asking the following magic question on the application: “Are you able to provide one or more of your own appliances? If not, you can rent or purchase ours at a small additional cost.” This opens up the conversation for discussion which you can then move to whatever direction you think is best.

It is obvious that refrigerators and some type of stove/oven are considered part of daily living, but Washington State Landlord Tenant Law does not require landlords to provide these particular appliances to tenants. However, if a landlord or property manager shows the unit with appliances in it, the law says that the tenant can then rely on the assumption that these appliances will be provided during the entire tenancy and that the cost of upkeep and repairs will be borne by the landlord – unless otherwise stated in writing in the lease/rental agreement.

A landlord may, indeed, increase the rent to include the costs of purchasing, maintaining and repairing of appliances (washer, dryer, stovetop, oven, dishwasher, refrigerator, garbage disposal, microwave, water softener, etc.), or may add information in the lease that states that cost of repair or replacement of any appliance that is damaged due to tenant misuse, is to be borne by the tenant. Be aware that wear and tear cannot be passed on to tenants, and that the line between wear-and-tear and tenant-caused damage can be a gray area hard to prove, and the basis of many heated disagreements.

A landlord can make an Appliance Addendum to their rental agreement or lease that gives information about how to use and clean the appliances in question, and reinforce the obligation that tenant-caused damages will be billed and paid within “x” number of days, and that appliance repairs are not eligible to be taken from the security deposit, since security deposits may not be accessed by law until the unit has been vacated.

Or a landlord may include rental fees for the appliances separate from the rent, or even offer the appliances for sale, usually at a discount if they are anything less than new appliances. These approaches can offer additional revenue, of course, but the main purpose is for the tenant to have some “skin in the game.” Tenants that view the appliances as nothing more than free items to use without thought or sufficient care often leads to a fairly substantial loss of income by the landlord through many, many repairs and early replacement. Or a landlord can have a separate appliance deposit; say an extra $300, which would be returned if the appliances are not damaged upon move-out.

The idea is that in recent years, tenants more and more think of appliances as part of the rental unit, rather than as extras that give them great benefit, relieve them of having to bear the full expense of purchasing and moving all those appliances, and add convenience to their daily lives. When a landlord goes the extra mile and provides these conveniences, there should be some return on the investment, or at least they should NOT be punished by paying for frequent repairs due to tenant carelessness.

Another approach is to call the appliances a “Move-In Special,” and that the tenants are free to use them on loan and must maintain them at their own expense. Should they ever stop working or should the tenant wish to stop using them, they would be removed at no expense to the tenant.” You may be surprised that, when they are expected to take responsibility for proper care for the appliances, more prospective residents than you think will then volunteer to have their own appliances, and the landlord will not have all the expenses connected with purchase, maintenance and repair of them.

By simply asking the question about terms of appliance use and care, a landlord may customize the rental offer to the best needs of the tenant and the landlord’s own business investment. Not all small landlords, or even apartment buildings, have the time, money, and labor to keep up with constant appliance repair problems. The way you present the appliance offer can have a great impact on your annual bottom line, cash flow, and return on investment in the long run.
Any landlord or property manager who has been in the business any length of time has had the experience of a tenant who calls the plumber to fix the toilet, garbage disposal, or a stopped up sink and then, after the fact, notifies the landlord that he or she is deducting the cost of repairs from their rent. The plumber or other contractor did the work without any signed estimate or job order, other than the verbal request from a tenant. And tenants do not have authority to hire a contractor and order work on property they do not own. Cases of emergencies such as a burst water heater, broken water control valve, and similar crises are a different matter. Still, every tenant should be informed as part of the written rental agreement/lease that should a repair emergency occur, the first action is to call the landlord or property management office. If there is no answer by a person, and human life or serious property damage will result, only then can they call a repairperson.

Under the Washington State Residential Landlord-Tenant Law, tenants do not have a right to have repair work done on the premise except for specific emergency situations! When a repair needs to be made, the tenant must give the landlord written notice and allow a reasonable period of time for the work to be done. The law has specific time limits for different types of repairs. For example, the landlord must begin taking corrective action within 24 hours of receiving notice of any problems involving the heating system, hot or cold water, electricity or a hazardous condition. Landlords have 48 hours to begin work on a defective range, refrigerator or major plumbing fixture; and up to 10 days to begin work on any non-urgent repairs. The LLA has a Request for Maintenance & Permission to Enter (Form 501) for this purpose.

It is important to know that the landlord is not required to pay for the repairs of defective conditions caused by conduct of the tenants or their guests. A landlord is also NOT responsible for making repairs if the tenant refused to allow the landlord access to the property for the purposes of making the repairs.

If the landlord fails to make repairs within the legal time limits after being properly notified, the tenant has some options.

- The tenant can give notice in writing and move out without forfeiting any deposits or prepaid rent
- The tenant may arrange to have the work done by a competent third party AFTER providing the landlord with a written estimate of the cost. The tenant can then deduct the cost of the repair from the rent. However, the landlord MUST be given the opportunity to inspect the repair work and the total cost cannot exceed one month’s rent. If the tenant used this remedy more than once, the total deductions for repair work in any 12-month period cannot exceed two months’ rent.
- If, as it happens, that the repair work will cost no more than half of one month’s rent, the tenants may choose to perform the repair work themselves, as long as no licenses are required (such as for electrical wiring or some plumbing jobs).

The job must be performed in a workmanlike manner, and the landlord must be allowed to inspect the repairs. The tenant may then deduct the cost of materials and labor from the next month’s rent, up to a maximum of half of one month’s rent per repair, or a total of one month’s rent in any 12-month period. A landlord may ask for all receipts for money spent on the repairs.

It’s always best to avoid those types of confrontations by establishing a firm, but fair, business relationship with all tenants from the first day. LLA rental agreement/lease form in the very first paragraph on the back side says, “Maintenance and Repairs: …..Tenant shall promptly inform the landlord of any needed repairs in writing. Tenant shall not make repairs or have repairs made without prior written authorization of the landlord. Repairs will be charged to and paid by tenant if damages are the result of the tenants’ negligence, intentional actions, or the negligence or intentional actions of tenants’ family members, guests, invitees or agents….“ Use a good rental agreement or lease which has similar language!

In short, tenants cannot make repairs without the landlord’s permission, and if they do, they are totally responsible for paying for the work and correcting any mistakes or poor workmanship. Unfortunately, if tenants do not read the agreement and landlords do not take the time during lease up to make certain they understand that paragraph, then there may be small claims suits aplenty about repairs and money owed for them. Screen very carefully and ask previous landlords about repair conflicts. Check online court records or have your screening company check online court records specifically for lawsuits against previous landlords. Local courtrooms are full every weekday of these suits and they are not as uncommon as you think.
Much of the time the first thing a property manager or landlord resorts to for clogged drains is some sort of drain cleaning chemical. Then, when it doesn’t work well, or even work at all, the assumption is that they must then call a plumber. That may, indeed, be the case in some instances, but knowing more about what drain cleaners are, how they work, and which type to use for a certain problem, can save you a great deal of money.

Contrary to what some tenants believe, most drainage problems are caused by tenant behaviors, not old plumbing, poor maintenance by the landlord, or some problem beyond their control. The vast majority of plumbing problems are due to tenant using the toilet as a wastebasket, the garbage disposal as a garbage can, or the tub and shower to dispose of loose hair from their combs or brushes or from pets. That’s why using a Drain Maintenance Addendum to the rental agreement or lease can save thousands of plumbing dollars over time!!

Drainage systems, for the most part, should work relatively trouble-free most of the time. A property designed drain system, property used by the tenant, should never really clog and stop us. When the drain system does clog up, it’s usually because of misuse or a foreign object that someone thought would “go down the drain” with no problem. The drains that clog most often are the small drains: tubs, showers, bathroom sinks, and less often kitchen sinks. And, in 90% of those drains, if the “P” Trap is kept clean, the drain won’t clog. It is recommended that this be done manually, rather than using chemicals which damage the pipes. Cleaning the drains between tenancies, and at least once a year in every unit, will repay the effort 100-fold in terms of savings of time and money later on.

Many plumbers seldom recommend using a chemical to clear a drain. If there is a stoppage, they usually recommend using a snake first, and the perhaps treating the maintaining the drain with the proper chemical. Just as a note here, “Degreasing” chemicals are being banned in many cities and municipalities, so check with a local plumber to see if they are legal in your town or area.

The Things that Clog Pipes fall into 3 Categories
1) Hair and soap scum – mostly in bathroom drains and laundry rooms.
2) Food and grease – mostly kitchens.
3) Foreign object clogs – paper, toys, wipes, razor blades, the list is almost unending.

Sodium Hydroxide/Lye-based products
These are marketed as Drain-O, Open Wide, Glug, etc. This is generally nothing more than caustic soda or lye. It’s sold both for retail and commercial use to clear clogs, but essentially, if the clog is too far away from the drain opening or if the chemical has to pass through lots of standing water, it won’t work. The chemical coats the pipes in the first instance, and is diluted beyond usefulness in the second situation. Using more and more chemical or using boiling water, do not generally increase the effectiveness much. These products can work only if the hair or soap scum is right at the first curvature of the pipe, and snaking can work better and faster in those instances, anyway. This type of product is usually extremely caustic and can be very harmful to people and fixtures.

Sulfuric Acid-Based Products
These are marketed as Clobber, Drain Snake, etc. These work best on food and grease clogs, but be aware that the best you can usually hope for is that the acid will run down the center of the pipe and burn a hole through the clog. That’s not really clearing the whole sink much. And if the chemical runs down the pipe, it will cling or coat the pipe and there will be little left to burn through the clog. Again, this is a very caustic chemical and can be very harmful to people, the pipes, and to the fixtures.

Hydrochloric (Muriatic) Acid-Based Products
These are marketed as D.E. Cleaner, etc. Be sure to read the labels prior to purchasing this product or ANY of above-listed products so you will know exactly which type of chemical is in the container. This Acid-based product works best on clogs and slow drains caused by salts, hard water, urine salts, and ice machine slurry or waste. It is usually effective and safe, if property used.

Herbicide-based Root killer products
Marketed as Rootz, Foaming Root Killer, etc. Many plumbers will tell you that they have not seen any of these products that will actually clean a clog caused from root entanglements. These products are made to eat away at roots, but are generally very ineffective at burning through or clearing any of the food products, grease or other parts of the clog that gets stuck in the root tendrils. This product can be used on an annual or regular basis to keep clear pipes from an invasion of tree or bush roots, and they are fairly safe for people and pipes. However, you have to keep in mind that repairing the pipe is definitely in your future, either by digging and replacing the pipe, or re-lining it. Once a root finds a pipe that is leaking and is a source of the water the tree or bush needs on a daily basis, it will NEVER abandon that water source.

Bacteria/Enzyme-based products
Marketed as Bio-Clean, Zyme, etc. These newer additions to the drain-cleaning chemical market are taking advantage of the “Green” movement and are gaining popularity. Most plumbers have not seen any of them that work well for clear an actual clogged drain. They are usually recommended for maintaining drains and septic systems that are still working. These products are normally fairly effective for that specific function compared to their chemical counterparts, but do remember, using them for clogs won’t result in success. These chemicals are most effective for “slow drains in all three categories of clogs, and are generally safe for people and pipes.

Chemical drain cleaners have their uses, but they are limited. If you have a clog, purchase a snake and use it. Call a handyman. As a last resort, a plumber can fix a plumbing problem that is more complex, like tree roots or toys and larger objects in the drain or toilet. But knowing the purposes and effectiveness of the five different types of clog removers can save you money and time.
By Tyler Heagle
Washington Energy Services
www.washingtonenergy.com

New technology provides leak rescue

We all love our appliances, but whether it’s frozen, old or damaged, at some point your fridge, dishwasher, washing machine, water heater or basic plumbing will go out. It could be a puddle, as if the fixture were crying about its condition, or all the way to a full tantrum, flooding rooms and causing severe damage. So how can you increase your odds against a house or building full of water?

A property manager or homeowner can do a lot to prevent water issues by knowing the current condition of their appliances, fixtures and piping, and knowing who they can call to depend on getting the job done quickly and effectively. By replacing key heavy use items, such as water heaters and water lines ahead of time, you can avoid some risk. What IS new is that water emergencies and potential damage can be greatly reduced by applying a new technology – a unique water leak protection and notification system, called Plumber’s Choice. It is a small device that can detect a leak, shut off your water and notify you by email.

Plumber’s Choice is manufactured by QMI, of Vancouver, BC, Canada. They have been making these products for years under the name Water Guardian, and it is now available in the United States. As soon as your water heater starts leaking, Plumber’s Choice will automatically shut it off and an audible alarm would sound. These systems can be installed for your dishwasher, water heater, washing machine, furnace, and plumbing fixtures. They remotely shut off your main water, depending on how you set it up.

The device then wirelessly sends the property owner, manager, or even your selected contractor an email message so the leak can be fixed as quickly as possible and stop any water damage. The water leak protection system can benefit apartment buildings as well as single family houses or duplexes. Go to www.washingtonenergy.com or call 1-800-398-4663 for more information.

Important things to know about sewer backups and pipelines

Sewer problems can cause large expenses for a landlord or property management company so it’s important to know what can be done to avoid or minimize them. As experienced landlords, you probably already know some of the solutions, but for those who are uncertain, there is some information that could be helpful and save some of that hard-earned money.

Sewer backups or blockages commonly start in the service pipe, which runs between the home and the city or water company mainline. Property owners are responsible for the care of the line going out to the city or water provider mainline, and in some cases, the owner is responsible even if the line hooks up in the middle of the road. So, check out your specific circumstances and find out what your obligations are in terms of the service pipe. Tree roots can be a major source in the service pipeline since they often extend out quite a distance from the rental unit itself and present lots of opportunities for trees, large bushes and even older smaller bushes to send out root systems.

It’s to a landlord’s advantage to take some time and walk their rental property to eyeball how close any trees or bushes are to that service pipe. Since service lines can run close to a property line, check to see if there are any trees or bushes growing right above or within a few feet of the service pipe. If so, they may need removal and replaced with plants or with bushes that do not put down deep roots.

Another cause of backups are the household chemicals that tenants sometimes use, including retail drain cleaning products that can damage pipes. Informing tenants of which products that are acceptable to use goes a long way toward eliminating pipe damage, and there’s an article in this issue that details the various types of drain chemicals. Choose those that work best with the type of pipe you have, whether the rental uses a septic system or not, and the age of the pipes.

Of course, the first thing that most landlords think of in terms of blockages is the many items that are discovered in the stopped up toilets and in the kitchen drains. Grease, rice and fibrous food products become solid when trapped in the garbage disposal or kitchen sink drain. Paper products, toys, razor blades, and many other types of items are routinely found by plumbers to be the cause of toilet stoppages, and there are tenants who use any and all drains as a wastebasket. Using a Plumbing and Drain Maintenance Addendum as part of the rental agreement or lease is the best way to address this cause of backup problems. Advising tenants that they must pay for any plumbing costs that are due to their own actions will likely result in better choices on their part.

Another preventive measure is to know the type of pipeline you have, as well as its size, location and where the cleanout is located. Most sewer lines are made of PVC or ABS hard plastic, and in older homes there are probably cast iron or concrete pipes. Aged pipes can decompose, crack, deteriorate, collapse, or break apart, resulting in backups.

It is vitally important that you know where your water shut off valve is located. Look in the basement or garage, if your rental property has them, or outside the unit near the foundation. Depending on the tenant, it may be useful to let them know where the valve is, too, so in case of a leak, backup or other plumbing emergency, they can shut off the water right away. When there actually is a plumbing problem, the tenant panics, so having them practice turning off the shut-off valve may be a good idea, too.

And it is important to tour your property periodically, looking for leaking water, seepage areas or sinking ground. Find out the cause right away and, along with the other suggestions, will prevent bigger problems later on and will save you even bigger amounts of money.
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BDR
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Please visit us at www.bondeddataresearch.com or contact an associate by phone at: (509) 755-8200 or toll free (888) 467-8300 or by email at bondeddataresearch@gmail.com
Statewide Housing Locator Resource Available for Landlords to Add Their Data

Dear Fellow Housing Provider:

In 2012, House Bill 2048 passed in the state legislature, and it requires that an Interested Landlord List be established and available to households that are eligible for public rental assistance dollars. The intent is to connect private landlords, which do not traditionally receive the pass-through of these affordable housing dollars, with eligible clients.

The Washington State Department of Commerce has secured an online Statewide Housing Locator website at www.housingsearchnw.org.

Jointly, Spokane County and the City of Spokane are working to encourage all landlords across Spokane County to register at www.housingsearchnw.org to increase their likelihood of being a recipient of public rental assistance dollars.

In addition, Spokane County and the City of Spokane will hold bi-annual meetings to receive feedback from local landlords on the functionality and/or any challenges with www.housingsearchnw.org.

The first Landlord Feedback meeting is scheduled for Wednesday, October 16, 2013, from 1:00 – 3:00 p.m., at the Spokane Regional Health District (1101 West College Avenue, Spokane, WA 99201) in the auditorium.

If you are a landlord within the city limits of Spokane, you may contact Sheila Morley, Program Coordinator, at (509) 625-6052, with questions. If you are a landlord in Spokane County but outside of the city limits of Spokane, your contact is Kate Kennedy, Community Development Specialist. She can be reached at (509) 477-4516. Thank you.

Sincerely,

Christine Barada
Director

Jerrie Allard
Director
Many tenants believe that when they rent, all costs for almost everything are the responsibility of the landlord – even if the tenant’s actions are the cause. This is a very difficult belief to change in most cases, so the place to begin is to use a very clear lease or rental agreement, including a Plumbing and Drain Maintenance Agreement. The Landlord Association has one that LLA members can purchase for .55 each, and is a court-ready form that is accepted as a legal part of the lease/rental agreement. A sample is on page 14 of this issue.

The internet and Small Claims Courtrooms are full of tenants who complain that landlords have the legal right to require them to pay for damaged toilets and garbage disposals, blockages due to paper products and toys, and grease-laden kitchen drains. They often seem to truly have any idea that their own actions have consequences at all. To reduce misunderstandings and make rental life easier and clearer for both parties, taking just a couple added minutes at time of lease-up can make all the difference.

A Frequently Posed Problem: A tenant complains in Small Claims Court that his landlord sent him a bill for plumbing repairs and says, “The toilet in my bathroom overflowed and the water poured out all over the flood and even to the downstairs room. All the plumber found were some small batteries, a large nail clipper, and a very small toy in the toilet line, nothing major, you know. Then he cleared the blockages and didn’t say anything about ME paying him anything. The flood control company extracted the water from the floor and ceiling and I had to put up with large noisy air blowers to dry everything out for three days, and wasn’t even offered reduced rent for my inconvenience or loss of sleep. Now the landlord is telling me that the toilet backup is my fault and billed me $650 for the plumber and flood control company. I don’t know how these things got into the toilet, but I’m sure it was an accident and shouldn’t be expected to pay. After all, upkeep is what I pay rent for. Do I really have to pay for this? I can’t afford to pay and actually, I should be compensated for all that inconvenience!”

Wow!! It’s difficult to know where to start with this tenant’s view of the rental agreement, tenant responsibilities, and attitude. Yet this is much more typical than it is rare.

First of all, EVERY TOILET and water tap should be run.
during the walk-through at the time of signing the rental agreement or lease. No exceptions. We really, really mean this. It takes a couple of extra minutes, but it is part of being a property manager or landlord. Do not let the tenant just wander through the rental unit and come back with the Property Condition Report or Checklist. That is NOT a legal walk-through and will not always protect you if the tenant later says the toilet was stopped up when he or she moved in, however illogical the story is.

Once you have a complete Move-In Checklist or Property Condition Report with no mention of blocked drains, toilets or shower/tub drains, then you have the legal basis that future such problems are due to the current tenant actions. A tenant who later has drain blockages should be asked to re-read the Plumbing and Drain Maintenance Addendum to be reminded of his or her responsibilities.

The Answer: The drains and toilet were in working order and clear when he/she moved in and the tenant lived there several months with no problems. Therefore, the tenant or tenant guests were the cause of the maintenance problems. The “fact” that the tenant believes it was all accidental does not matter in a legal or financial sense. Should the landlord or property manager wish to give a pass to the first instance, that is possible, but not necessarily a good pattern to establish? A $650 expense is not something most landlords can absorb under any circumstances, and certainly not in the case of tenant carelessness. And the inconvenience is due to the tenant’s own actions, accidental or not, and the landlord is not liable to pay for a situation caused by the tenant himself.

Payment: The tenant should be billed to recover the costs of the plumber and water damage. A landlord can arrange that it be paid in three or four installments, with interest charges waived, or exempt from late charges, etc. However, the one thing that cannot be used to pay this bill is the Security Deposit! The Security Deposit is security for the condition of the rental unit at MOVE-OUT, and is not legally able to be accessed during the course of the tenancy. If the Security Deposit or any part of it, which is considered “in trust,” is spent during the tenancy, that is a breach of law by the landlord or property management. Many tenants say, “Just take it out of the deposit,” without knowing or caring about the law or about the reason the deposit exists.

When landlords reduce the Security Deposit, there are several concerns and consequences. First, It’s against the law. Secondly, a large majority of tenants don’t ever replenish the Security Deposit amount, leaving an inadequate amount of money for unpaid rent, unpaid utilities, damages, cleaning, or repairs at the time the unit becomes vacant. If a landlord’s goal is a modest return on investment, going in the hole is not going to help that landlord meet that goal.

And most importantly in the long run, it sets a bad precedent for that specific tenant and for the rental community generally. Tenant’s become trained by the various landlords or property managers they experience, and getting away with carelessness or even abuse of the property, establishes a habit that will be difficult for a future landlord to handle.

Preventions and Solutions:

- Do not fail to use a Plumbing and Drain Maintenance Addendum. Be certain your tenants read and understand it. Plumbing complaints have become one of the biggest problems between landlords and tenants in the past decade.
- If the blockage problem is due to old or disintegrated plumbing or tree roots, the landlord is responsible for the costs, so keep the pipes, pipelines and drains in good shape. Put sink strainers in kitchen sinks and hair traps in tubs and showers. Try to find ones that can’t be removed easily or without removing screws so that they don’t get taken off or “lost” during the tenancy. On a regular basis, use degreaser or root clearing products in lines that you know have problems but are not ready to replace.
- If the problem is due to tenant actions, repair the problem quickly, remind the tenant of the Plumbing and Drain Maintenance Addendum provisions, bill promptly and arrange for payment as quickly and firmly as possible.
- Use Small Claim Court if necessary, or consider sending the bill to a collection company if no arrangement can be made with the tenant.
- If payment is not made and there are no prospects of payment, serving a 20-Day Terminating of Tenancy is an option for month-to-month tenants, or serving a 30-Day Cure Lease Obligations Notice.
- Take the time to report the bad debt to the credit rating companies through whichever screening company and/or debt collection agency you use. If property managers and landlords make it a regular practice to report unpaid bills due them by tenants, the practice of believing that money owed to landlords can be at the bottom of the priority list will begin to change.
Plumbing Stoppage & Drain Maintenance Notice & Reminder

To ______________________________ Date ___________________

______________________________
Address
______________________________

In the event your lease agreement does not already contain a Plumbing Stoppage clause, this notice informs you that the terms under which you occupy the above described premises are to be changed to include the following:

Maintenance Care Tenant agrees not to allow grease or corrosive liquids go down the drains without the express written permission of the owner or management. Tenant will keep a plunger handy to perform normal clearing for minor toilet clog due to tenant’s waste. Tenant is responsible for the payment of all charges resulting from a plumbing stoppage violation.

DO NOT FLUSH IN TOILET OR DRAINS Since plastics and most paper products do not dissolve in the waste disposal system, tenant agrees not flush items that have the ability to cause or contribute to plumbing stoppages including, but NOT LIMITED to the following items that have been found in previous plumbing stoppages:

- Cigarettes
- Tissues
- Sanitary napkins, Tampons
- Toys or other small objects
- Condoms
- Plastic wrappers
- Q-Tips, razor blades
- Disposable Sanitary wipes
- Baby wipes, Cleaning wipes
- Grease
- Paper towels

Lease Agreement (Please check all that apply)

____ Tenant is responsible plumbing stoppages and cesspool fill-ups.
____ Tenant is not responsible plumbing stoppages and cesspool fill-ups.
____ Tenant is responsible for the cleanup of waste spills as a result of any stoppages.
____ Tenant is responsible to have waste lines cleaned annually.
____ Tenant is responsible to have waste lines cleaned semi-annually.

Violation of Agreement Violation of any of the provisions in your Plumbing Stoppage clause shall constitute a material default of the terms of the Lease Agreement and subject to the remedies and/or penalties concerning lease violations stated in the Lease Agreement.

Your continued occupancy of the premises after _______________________, shall constitute full Agreement with all of the above in addition to the terms and conditions of the lease and as part of your lease.

Please keep this notice with your lease document.

Tenant___________________________________ Tenant___________________________________ Tenant___________________________________

Owner/Agent_________________________________
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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:
- Margie McConnachie 999-8024
- Donna McRory 455-8513
- Vicky Rosier 290-3215
- Connie Stacey 226-3226
- Ken Vlasak 991-8770

Members Helping Members!

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 ................................. 747-1414 & 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!
### Property Managers

- **Bertis & Wieber, LLC**  
  4202 E. Sprague Ave, Spokane, WA 99202, 509-532-0220  
  www.bertiswieber.com  
  Call Vic Bertis

- **Cheney Real Estate Management**  
  1827 - 1st St., Cheney, WA  
  Contact: Gary Geschke  
  235-5000

- **Douglass Management**  
  815 E. Rosewood, Spokane, WA 99208  
  Contact: Harlan Douglass 489-4260

- **Goodale & Barbieri Company**  
  818 W. Riverside Ave, Ste 300  
  Spokane, WA 99201  
  Alicia Barbieri or Pat Lewis 459-6102  
  www.G-B.com

- **Homeland Investment Group, LLC**  
  6405 S. Chapman Road  
  Green Acres, WA 99016  
  Contact: Debbie Dobbins  
  info@homelandspokane.com  
  www.homelandspokane.com

- **Northeast Washington Housing Solutions**  
  55 West Mission, Spokane, WA 99201  
  (509) 328-2953

- **Northern Pines Real Estate Services**  
  125 S. Washington, Newport 99156  
  Contact: Leslie Maki  
  509-447-5922  
  www.nprents.com  
  lesliemaki@gmail.com

- **Property Management Partners**  
  5978 Hwy 291, Suncrest Outpost #3  
  Nine Mile Falls, WA 99026  
  Contact: Cheryl Wagner 509-276-2175  
  www.SpokaneRentalPartners.com

- **Specialty Management**  
  408 First St., Cheney WA  
  Contact: Mr. Terry Gingrich 235-4049

- **TG Properties**  
  P.O. Box 18040, Spokane, WA 99228  
  Contact: Paula Garske 467-0946

- **WEB Properties**  
  P.O. Box 21469, 522 W. Riverside Ave., Ste. 600, Spokane, WA 99201  
  Bill Butler, Owner 509-533-0995  
  Jacque@webproperties.com

- **Western Property Management**  
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  Contact: Tracy 235-8300

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February 20, 2013
BECOME A MEMBER TODAY!

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.

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**Annual Membership Fees**

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Contact: Vic Berts www.bertsweber.com

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For direct links to our service providers go to www.landlordassoc.org

Become a commercial member of the LLA and market your business to hundreds of landlords and thousands of properties across the Inland Northwest. For info call: 509-535-1018 or visit: www.landlordassoc.org.