



# RENTAL HOUSING PROVIDER

# **HANDBOOK**

FOR UNINCORPORATED ALAMEDA COUNTY



# **OUR PARTNERS**



Berkeley Property Owners Association www.bpoa.org



East Bay Rental Housing Association www.ebrha.com



510-868-0070



support@achprc.org



www.achprc.org



SERVING

UNINCORPORATED

**ALAMEDA COUNTY** 

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### Who We Are

We are a resource center for rental property owners and managers for unincorporated Alameda County. We provide a comprehensive list of resources that aim to empower rental housing providers with valuable information including legal issues, lead paint repair, hazardous waste disposal



maintenance grants, tenant/landlord mediation, and more. We help to improve compliance and safety, increase knowledge of housing rights, laws, and responsibilities, apply rental housing best practices, and encourage proactive tenant/landlord communication.

### **Features of the Housing Resource Center**

We offer the following support:

- Inquiries and access to vital information
- A help-line with immediate support and guidance
- Scheduled appointments by phone, in-person, or virtually
- Assistance at several on-site locations in Alameda County

We serve the following parts of unincorporated Alameda County:

- Altamont
- Ashland
- Brightside
- Castlewood
- Castro Valley
- Cherryland
- Fairview
- Hayward Acres

- Kilkare Woods
- Komandorski Village
- Mendenhall Springs
- Midway
- San Lorenzo
- Scotts Corner
- Sunol
- Verona

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### **Renter Issues**



### **Evictions**

# Q: What are the legal steps for termination of tenancy in unincorporated Alameda County?

A: In many rental housing units located in unincorporated Alameda County, state and local regulations define the "just causes" required to terminate a tenancy (commonly referred to as "eviction"). Housing providers must have a lawful reason for ending a tenancy, and it must align with the terms of the lease agreement. Common just causes include failure to pay rent, lease violations, creating a nuisance, or the property owner's intent to move in. To lawfully terminate a tenancy, the housing provider must follow specific legal procedures, which may include issuing written notice, filing an unlawful detainer lawsuit, and/or obtaining a court-ordered eviction. For more information on terminating a tenancy, schedule an appointment by clicking here.

### Q: How can housing providers minimize the risk of eviction?

Housing providers can minimize the risk of eviction by conducting thorough tenant screenings, maintaining clear and consistent communication with tenants, promptly addressing maintenance issues, and resolving disputes through mediation or negotiation whenever possible.

#### Q: How long does the eviction process typically take in Alameda County?

A: The timeline for an eviction can vary based on factors like court scheduling and whether the tenant contests the case with legal representation. As a result, the process may take anywhere from a few months, to six months or longer. For this reason, resolving disputes through mediation or a tenant buyout (commonly called "cash for keys") can be quicker and a less costly alternative.

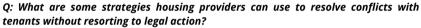
#### Q: If I think I need to proceed with an eviction, what should I do?

A: Evictions are best done with a lawyer who knows landlord/tenant law in Alameda County. The process and paperwork necessary to complete a lawful eviction is complex and it is critical that you utilize a professional from the start.





### **Conflict Resolution**



A: Employing best practices for open communication with residents is the best way to avoid court action. Learning how to proactively communicate with tenants, listen to their concerns, respond appropriately to requests, and offer reasonable compromises that will go a long way in avoiding legal action.

#### Q: Can ACHRPC help me resolve an issue with a tenant?

A: Yes! We can guide you to a mediation service that specifically helps support productive communication between you and your tenant.

#### Q: How do I resolve conflicts between tenants in my building?

A: Do your best to understand the issue by listening to both parties individually. Ask each tenant to clearly explain the problem and how it's affecting them. Document the complaints are any relevant events. Offer any potential solutions. Help them agree on a resolution. If the issue is ongoing, consider setting up a trial period to test the solution. Monitor the situation to ensure compliance and adjust solutions where needed.

#### Q: What if the situation does not resolve itself between the tenants?

Suggest that the tenants consider a mediation service to resolve their differences and come to a solution. If they are unable to resolve it further, be prepared to take further action especially if there is a threat of safety or concern for someone in the building.

#### Q: Is it my responsibility to make sure the tenants get along or fix their problem?

A: While it is not your responsibility to play mediator between tenants in a disagreement (especially in roommate situations), the overall health and safety of the residents of your building *is* your responsibility. Don't be afraid to involve other resources or law enforcement if the concern becomes more serious.

### **Renter Issues**



### **Handling Complaints**

#### Q: I received a complaint from my tenant, what do I do now?

A: When receiving a complaint from a tenant, you should promptly acknowledge the complaint, listen attentively to the tenant's concerns, conduct a thorough investigation if necessary, and communicate with the tenant regarding the resolution process and timeline. If you cannot resolve the complaint to the tenant's satisfaction, it is recommended that you attempt mediation between the parties.

## Q: What are some best practices for documenting and resolving tenant complaints to mitigate potential disputes?

A: Best practices for handling tenant complaints include maintaining written records of all communications (even if you had a verbal conversation), documenting the steps taken to address the complaint, seeking input from anyone else that might be affected by the issue, and following up with tenants to ensure their satisfaction with the resolution. If it is a dispute between tenants, it is recommended you encourage them to resolve it amongst themselves. Becoming a mediator between two tenants can sometimes pose a problem for both owner and tenant.



### Q: My tenant is complaining about something in their unit that is not a habitability issue. Am I required to make the repair?

A: Sometimes tenants will make a repair request for an item that is not considered one of habitability. Perhaps it's a request for more lighting in the unit or landscaping in the front of the building. Regardless of the request, it is always important to take it into consideration. If it is a reasonable request that fits in your building's budget, you may want to consider fulfilling the request. If it is because a part of the

unit has worn down over time you may want to consider replacing it before it becomes a health and safety issue. Either way, a housing provider should not just automatically dismiss a tenant's request without further investigation and thought.

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### **Renter Issues**



### **Tenant Communications**

#### Q: What methods should I use to communicate with my tenant?

A: The appropriate method of communication with a tenant depends on the nature of the message. For routine matters, such as repair requests, standard communication methods like email, text, or phone calls are generally sufficient. However, many official notices must follow specific legal procedures to be valid. These typically involve personally delivering the notice to the tenant, posting it on the unit's door, and/or sending it by mail. It's important to note that email is not considered a legally acceptable method for delivering official notices.

#### Q: What are some effective processes for communicating to tenants?

A: It is a best practice to make certain that you have a written record of communications with your tenants. This can come in the form of a letter or an email. If you have a verbal conversation with your tenant, it is important to follow that conversation up with a written summary of what was discussed and/or agreed upon. This assures that both parties are clear as to what is being communicated and what the resolution to the discussion may have been.

# Q: What strategies can housing providers use to foster positive and constructive communication with renters to enhance tenant satisfaction and retention?

A: Positive communication with tenants starts with being approachable, responsive, and proactive in addressing maintenance issues and concerns. It's important to recognize that a problem that may seem minor to you—such as a dripping faucet—could significantly impact your tenant's comfort. As a housing provider, you are legally required to address any issue that affects the habitability of the unit. This includes ensuring reliable access to heat, hot water, electricity, and protection from the elements.

#### Q: What if a tenant refuses to tell me about needed repairs?

A: Stress upon them the importance of informing you of needed repairs and that failure to report them could be a violation of the lease or cause future more extensive damage that they may be responsible for.

### **Renter Issues**



### **Hoarding/Collecting**

### Q: What are signs of hoarding behavior that housing providers should be aware of?

A: Signs of hoarding behavior may include:

- Excessive clutter: Accumulation of items that are no longer useful or necessary, leading to crowded living spaces.
- Difficulty discarding items: Persistent difficulty in getting rid of possessions, regardless of their value or condition.
- Limited access to living spaces: Piles of belongings obstructing doorways, hallways, and other areas, making them difficult to navigate.
- Unsanitary conditions: Accumulation of trash, food waste, or animal feces, which can attract pests and pose health hazards.
- Complaints from neighbors: Reports of odors, vermin infestations, or other nuisances associated with the hoarding behavior.

### Q: How should housing providers approach tenants who may be exhibiting hoarding behavior?

A: Housing providers should approach tenants exhibiting hoarding behavior with empathy and understanding. Hoarding is a mental illness as recognized by the *Diagnostic and Statistical Manual of Mental Disorders* and can be challenging to manage. It is recommended that you:

- Initiate a private and respectful conversation with the tenant to express concerns about safety, sanitation, and potential lease violations.
- Collaborate with the tenant to develop a plan for addressing the hoarding behavior, setting realistic goals and timelines for decluttering and maintaining a safe living environment
- Regularly check in with the tenant to monitor progress, provide encouragement, and adjust the support plan as needed.
- Bring in family members or friends that may be able to assist in working with the tenant to improve their living environment.

### **Renter Issues**



# Hoarding/Collecting (cont.)

Q: Are there any legal considerations or resources available to housing providers for addressing hoarding issues?

A: Yes, housing providers may need to consider various legal and ethical factors when addressing hoarding issues, including:

- *Tenant privacy rights:* Respecting the tenant's privacy while addressing hoarding concerns, unless there are imminent health or safety risks that necessitate intervention.
- Fair housing laws: Ensuring that any actions taken to address hoarding behavior comply with fair housing laws, which prohibit discrimination based on disability or other protected characteristics.
- Reasonable accommodations: Exploring options for providing reasonable accommodations to tenants with hoarding disorder, such as modifying lease terms or offering support services, in accordance with federal and state fair housing regulations.
- Resources: Seeking guidance from local health departments, mental health
  professionals, or hoarding task forces for assistance in developing a
  compassionate and effective response to hoarding issues. Call Adult Protective
  Services if you believe the tenant's health or safety is at risk due to their hoarding.

Hoarding is the accumulation of items coupled with an inability to discard them.

— Dr. Randy Frost

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### **Property Management**



### **Entering a Unit**

### Q: How much notice is typically required before a housing provider can enter a rental unit?

A: California Civil Code outlines specific requirements for entering a tenant's unit. Entry is only permitted for legally allowed reasons, and proper notice must be given. For non-emergency situations, you must provide at least 24-hours' written notice, either by handing it to the tenant or posting it on their door. If you have an ongoing, informal communication style—such as phone, text, or email—and the tenant agrees to the entry, formal notice may not be necessary. However, if you don't have regular communication with the tenant, and need to enter for a repair, inspection, contractor visit, or to show the unit for sale, the 24-hour notice is required. Keep in mind that tenants have a right to privacy, and you may not enter the unit without a valid reason. Entry must occur during standard business hours, unless the tenant agrees otherwise.

#### Q: Can a housing provider enter a rental unit without notice?

A: Housing providers generally cannot enter a rental unit without notice unless there is an emergency situation, such as a fire, water leak, or other issue that may risk the tenant or building safety. If you believe a tenant is in danger, it is recommended to call local law enforcement for a welfare check.

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### **Inspections**

#### Q: Can I do an inspection of my rental unit?

A: California Civil Code allows for a rental housing provider to check the condition of smoke and carbon monoxide detectors on an annual basis. It is important to remember that tenants have a right to privacy and housing providers may not enter at will for purposes of conducting an inspection. Any inspection conducted requires a 24-hour notice of entry.



#### Q: Can tenants refuse to allow landlords to enter their unit?

A: Tenants generally cannot refuse to allow housing providers to enter the unit as long as proper Notice of Entry is given. Any entry into the unit must be in accordance with the lease agreement and compliant with applicable laws. However, tenants may request that entry be scheduled at a mutually convenient time or to be present during the inspection.



### Subtenants/Subleases

#### O: How does a sublease or subtenant work?

A: A sublet occurs when a third party, known as a subtenant, rents a unit from the original leaseholder rather than directly from the housing provider. In this arrangement, the original tenant—referred to as the "master tenant"—remains the primary point of contact with the landlord and is responsible for paying rent and handling repair requests. Subtenants typically have a separate agreement with the master tenant, and any issues related to their tenancy fall under the master tenant's responsibility. Rent is paid by the subtenant to the master tenant, who then pays the housing provider.

#### Q: What is the difference between a Tenant and a Subtenant?

A: A tenant enters into a lease or rental agreement with a housing provider, while a subtenant occupies all or part of the rental property without directly engaging in an agreement with the housing provider. There are various subtenant examples:

- 1.Co-occupants are individuals who live in the rental unit alongside the tenant but are not listed on the original lease or on a lease addendum as official occupants. For example, a tenant's partner who lives in the unit without being a lease signatory would be considered a co-occupant. However, if the partner's stays are infrequent or short-term, they are generally classified as a guest. Most lease agreements include limits on the duration of guest stays to prevent informal arrangements from becoming de facto subtenancies.
- 2. Temporary renters (subletters) who lease the apartment while the tenant is away, such as during summer vacations. In this case, the tenant acts as the landlord for the subtenant and usually retains the right to terminate the sublease and evict if necessary.
- 3.A tenant moves out of the area for work and/or family related responsibility during their lease agreement and needs someone to take over the property until it ends.

#### Q: Can I screen subtenants before allowing them to move in?

A: Yes, you have the right to screen subtenants for factors such as credit history, rental history, and income, but you must apply these criteria fairly and they must be the same criteria you utilized to screen the master tenant. You may deny a subtenant who does not meet your rental criteria.

### **Property Management**



# Subtenants/Subleases (cont.)

#### Q: Is a subtenant required to abide by the lease?

A: Yes. A subtenant has all the responsibility that the master tenant does. Failure of the subtenant to abide by the terms and conditions of the lease can subject all tenants in the unit to termination of the tenancy.

#### Q: How do I communicate with a subtenant for repairs?

A: While you typically will not communicate directly with the subtenant, it is important that you have the subtenant's contact information in case of an emergency. The subtenant should be provided your contact information for the same reason. For any non emergency issues, you would continue to communicate with your master tenant who would then relay any pertinent information to their subtenant.

#### Q: What are my obligations regarding repairs and maintenance for subtenants?

A: A housing provider's obligations to a subtenant are the same as they would be for any tenant - there is a legal obligation to maintain safe and habitable housing. This means the landlord is responsible for making all necessary repairs regardless of who communicates the need for that repair.

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### **Security Deposits**

# Q: How much security deposit can a housing provider legally charge?

A: Housing providers are generally limited to charging a security deposit equal to no more than one month's rent, regardless of whether the unit is furnished or unfurnished. However, this limit does not apply to small landlords who own no more than two residential rental properties with a combined total of four or fewer rental units. To qualify for this exemption, the property must be held by a natural person, a family trust, or a limited liability company where all members are natural persons. Under these conditions, small landlords may charge up to two months' rent as a security deposit.





### Security Deposits (cont.) \_

## Q: What are the housing provider's responsibilities regarding the handling and return of security deposits?

A: Housing providers are required to:

- Provide a Notice of Right to Pre-Inspection upon notification of the tenant that they
  will be vacating the unit.
- Conduct a pre-move-out inspection, upon a tenant's request.
- Take and provide photos of the unit at time of move out, as well as after repairs have been made.
- Within 21 calendar days of the tenant vacating the unit, provide the tenant with:
  - A written accounting of any deductions from the security deposit
  - Pictures of the repairs both before and after the repair was made
  - Receipts, invoices or estimates showing the cost of the repairs
  - Remaining balance of the security deposit

If the work was not completed prior the expiration of the 21 calendar days, the owner must provide follow up receipts showing final costs and payments. If the cost to repair was less than the original estimate provided to the tenant, the owner must return any additional security deposit withheld.

#### Q: What can I deduct from a security deposit?

A: Housing providers can deduct for unpaid rent, damages beyond normal wear and tear caused by the tenant or their guests, reasonable cleaning costs, or the cost to replace or restore the landlord's personal property.

#### Q: What is "normal wear and tear?"

A: In California, normal wear and tear is considered to be the natural deterioration that occurs from everyday use and living, not due to neglect or misuse. Examples include faded paint, slight scuffs on walls, and worn carpets, as long as they don't exceed a reasonable level of use.

#### Q: Can I deduct any unpaid rent or late fee charges?

A: Yes, you may deduct for any unpaid rent, late fees, or unpaid repair bills that were the responsibility of the tenant.

### **Property Management**



# Late Fees & Bounced Checks

#### Q: Can housing providers issue late fees? If so, how much can I charge?

A: Yes, however the lease must contain a late fee provision in the rental agreement in order to actually charge late fees. It must specify the amount of the late fee and the date or timeframe in which it will be charged. Typically, housing providers can charge between 5%-10% for late rent payment fees, however tenants can challenge late fees over 5% in court.

#### Q: When is rent due and what happens if my tenant always pays late?

A: The lease agreement should always specify the day of the month in which rent is due. Most leases will state the first of the month as the due date. A tenant's failure to pay rent by the end of business on the due date is considered nonpayment of rent. California law allows for a standard 5 day grace period before a late fee can be levied. Consistent nonpayment of rent by the due date can be a good cause for eviction as it is a breach of the lease. Housing providers are not required to accept partial payments of rent and best practice is to return any partial payment immediately, letting the tenant know that full payment of rent is due and payable immediately.

#### Q: What happens if your tenants rent check bounces?

A: A landlord may charge a tenant \$25 for the first bounced check and \$35 for each subsequent bounced check. If this occurs more than three to four times, the landlord can request that the tenant make payments using a different method, such as a cashier's check, money order, or ACH transfer. This policy should be outlined in the lease agreement to be legally sound.



# Pets, ESAs & Service Animals









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#### Q: Can housing providers prohibit tenants from having pets in rental properties?

A: Yes, housing providers have the right to prohibit tenants from having pets in rental properties if it's clearly stated in the lease agreement. However, this does not include Emotional Support Animals (ESA) or Assistive (Service) Animals. ESAs and Assistive Animals are covered under the Americans with Disabilities Act.

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# Pets, ESAs & Service Animals (cont.)

#### Q: Is it legal for housing providers to charge pet rent in addition to regular rent?

A: Yes, housing providers can legally charge pet rent, as long as it is not an excessive amount, in addition to residential unit rent as long as it's clearly outlined in the lease agreement. Pet rent is typically a monthly fee paid by tenants who have pets to compensate for potential demand and/or additional wear and tear caused by the pets. A typical fee is \$25- \$50 a month per pet. However, this does not include Emotional Support Animals or Service Animals.

## Q: When may a housing provider deny a request for an ESA that helps someone manage their disability?

A: After a tenant or resident has shown that they have a disability-related need for an ESA, the housing provider may deny the request only in the following, limited circumstances: (a) when permitting the ESA would cause an undue financial and administrative burden for the housing provider, (b) when permitting the ESA would constitute a fundamental alteration to the housing provider's business, or (c) when the animal constitutes a direct threat to the health or safety of others (i.e., a significant risk of bodily harm) or would cause substantial physical damage to the property of others, and that harm cannot be sufficiently reduced or eliminated by a reasonable accommodation. This determination must be done on a case-by-case basis and based on credible and objective evidence, not stereotypes or assumptions.

## Q: If housing providers allow pets, what measures can they take to protect their property and ensure the comfort of other tenants?

A: Housing providers can implement pet policies such as requiring tenants to pay a pet deposit (the pet, security or any additional deposit cumulatively cannot be over one month's rent) and/or or fee, setting limits on the size or number of pets allowed, having breed restrictions and establishing rules regarding pet behavior and waste disposal. Regular property inspections can also help ensure that tenants with pets are maintaining a clean and safe living environment. Allowing for pets opens up the market of potential renters which can mean increased success in placing tenants.

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### **Property Management**



# Pets, ESAs & Service Animals (cont.)

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# Q: What responsibilities does a housing provider typically have regarding maintenance of rental properties?

A: Housing providers are generally responsible for ensuring that rental properties are maintained in a safe and habitable condition. This includes making necessary repairs to structural elements, plumbing, heating, electrical systems, and appliances. Failure to do so can be a breach of habitability law and can subject you to a lawsuit.

#### Q: Are tenants responsible for any maintenance tasks in rental properties?

A: Tenants are typically responsible for minor maintenance tasks such as changing light bulbs, replacing air filters, and keeping the property clean and free from damage caused by negligence or misuse. However, major repairs and maintenance are the housing provider's responsibility.

# Q: What is the housing provider's obligation upon receiving a maintenance request from a tenant?

A: Upon receiving a maintenance request from a tenant the housing provider is obligated to acknowledge the request promptly and take appropriate action to address the issue. This may involve reviewing the reported repair item, coordinating access to the property, scheduling repairs, and keeping the tenant informed of the status of the repair. Repairs of an emergency repair need immediate and prompt attention.

# Q: Is there a timeframe within which housing providers are required to respond to maintenance requests from tenants?

A: While specific timelines may vary, housing providers are generally expected to respond to maintenance requests from tenants within a reasonable timeframe. A reasonable timeframe for non-emergency items is typically no more than 2-3 days. Urgent requests should be responded to within 24 hours and situations of an emergency nature, as soon as possible. Best practices include immediately responding that the request has been received and continuing to communicate with the tenant the status of their request.

# 13 Rent Increases

#### Q: How much notice am I required to give tenants before raising the rent?

A: The required amount of notice for a rent increase is based on the amount of the increase itself. If the increase is 10% or less of the current rent, a 30-day notice is required. If the rent increase is more than 10%, a 90-day notice is required.

#### Q: How must a housing provider deliver the rent increase notice?

A: The notice must be delivered in one of the following ways:

- 1.By personal delivery. The notice must be handed directly to the tenant or anyone at the unit who is over the age of 18..
- 2.By mail. Sending the notice via first class mail. When mailing, the housing provider must add an additional 5 days to the noticing period.

Methods such as posting the notice on the door, slipping it under the door, or sending it via email or text message are not legally recognized as valid forms of notification for rent increase notices, although they may be used in addition.



### Q: Can tenants refuse to accept a rent increase and continue to pay the current rent amount?

A: Tenants generally cannot refuse to accept a rent increase imposed by the landlord, unless the increase violates local rent control laws or the terms of the lease agreement. Tenants can also appeal a rent increase if not done properly, or raised by an "unreasonable" amount. Failure by the tenant to pay a legal rent increase could subject the tenant to termination of tenancy for nonpayment of rent.

# 14 Sale of a Property

#### Q: Am I required to notify my tenant of a sale of the property?

A: While there is no legal requirement to notify a tenant, it is a best practice to inform them of your intention to sell. The sale of a property can be stress-inducing for some tenants as they may be concerned about entry by real estate agents or how their next housing provider will be.



### Sale of a Property (cont.)

# Q: Are tenants required to allow entry into their unit by real estate agents, inspectors, appraisers and potential buyers?

A: Yes. Most leases state that a tenant must allow reasonable entry into the unit for the purpose of viewing by contractors, real estate agents, or prospective buyers. Failure to do so cannot only result in difficulty of sale but obstruction of your ability to business as it relates to the property. However, it is important to maintain professional decorum as well as provide proper Notice of Entry for times in which you will need to enter the tenant's unit. Prospective buyers and their agents are also required to adhere to the 24 hour notice of entry requirement, as provided by law.

#### Q: Can I evict a tenant because I am selling the property?

A: In most cases, tenants in unincorporated Alameda County cannot be evicted for sale of a property. In cases where eviction is prohibited, but the owner may want to deliver the property vacant to a new buyer, they must negotiate with the tenant for a Cash for Keys agreement. Some properties are exempt from this prohibition including single family homes, condominiums, or townhomes where the owner of record is not a corporation or an LLC in which one of the members is a corporation. It is always best to proceed with an eviction under the guidance of a reputable landlord attorney.

#### Q: What is a 1031 exchange, and how does it benefit rental property owners?

A: A 1031 exchange, also known as a "like-kind" exchange, allows property investors to defer capital gains taxes when they sell a property by reinvesting the proceeds into a similar investment property. By exchanging one investment property for another of equal or greater value, investors can defer paying taxes on the capital gains, thereby maximizing their investment capital.

#### Q: What are the eligibility requirements for a 1031 exchange?

A: To qualify for a 1031 exchange, the properties involved must be held for investment or business purposes, and they must be of like-kind. Additionally, the investor must identify potential replacement properties within 45 days of selling the relinquished property and complete the exchange within 180 days. It's essential to work with a qualified intermediary to ensure compliance with IRS regulations and other regulatory law.

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### **Property Management**



### **Vacancies**



### Q: What are some essential tasks to prepare a vacant unit for new tenants?

A: When one tenancy ends and a housing provider is preparing for the next tenant, it is called a "turnover." A turnover is any task associated with preparing the unit to be shown for rent including painting, repairs, remodeling or decoration. Before beginning the showing

process to new prospective tenants, it's crucial to ensure the unit is clean, safe, and functional. Tasks include deep cleaning the entire space, repairing any damages or malfunctions, ensuring all appliances are in working order, painting if necessary, replacing any worn-out fixtures, and addressing any pest control issues.

#### Q: How can I efficiently manage the turnover process between tenants?

A: Streamline the turnover process by creating a checklist of tasks that need to be completed before the new tenants move in. Schedule contractors or maintenance staff as needed to handle repairs and improvements. Communicate clearly with outgoing tenants regarding move-out procedures and expectations to ensure a smooth transition for all parties involved. Don't forget to provide your outgoing tenant with the *Notice of Right to Pre-Inspection* so that you retain your right to deduct from the security deposit for any necessary repairs. You must also take pictures of the unit once it has become vacant and provide them to the outgoing tenants, before you make any repairs. Once the repairs are completed, you must send "after" pictures showing the repair that was made and that you are deducting from their security deposit for.

#### Q: How can I make my rental property stand out among competitors in the market?

A: To differentiate your rental property from others, emphasize unique features or amenities such as a newly renovated kitchen or bath, in-unit laundry, outdoor space, or pet-friendly policies. Go online to further research what other units like yours may be on the market at the same time. This will give you a good sense of who your competitors are and how you might be able to make modifications to your unit to be more desirable.

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Vacancies (cont.)

#### Q: How should I decide what the asking rent should be?

A: Looking online where rental properties are being advertised is the best way to help determine the asking price of your rental. Look for a rental that is similar to yours and in the approximate same location. Recognize that tenants prefer such amenities as updated kitchens and bathrooms, in-unit laundry, dishwashers, onsite storage for bikes or personal items, and parking. If you cannot offer these amenities, but your competitors are, you may want to consider lowering your asking price.

## Q: What information should be included in a rental property listing to provide potential tenants with relevant details?

A: Provide comprehensive details about the property in your listing, including the rental price, square footage, number of bedrooms and bathrooms, included utilities, pet policies, lease terms, and any specific qualities that are special to your property. Always use high-quality photos and provide both a detailed description off the property as well as your rental criteria. This helps a tenant fully review your property to see if it meets their needs and they meet your qualifications.

#### Q: How can I effectively leverage online platforms to market my rental?

A: Take advantage of online rental platforms such as Intellirent, Zillow, Trulia, and Apartments.com to advertise your rental property. Create detailed listings with high-quality photos, optimize your listing for relevant keywords, and respond promptly to inquiries from potential tenants to maximize engagement and visibility. Understand that many renters are interested in communicating via text and may not respond to emails or phone calls.





