

Landlord Tenant Ebook



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5 Positive Traits Military Renters Look for in a Landlord



Military families are very aware of [which types of landlords](#) exist in the income property game. When meeting owners for the first time, it becomes obvious which personality will mesh two to three years of togetherness. Sometimes that personality can make or break the rental deal.

These are the qualities we as military renters look for in a potential landlord:

- **Regular Communication:** Not daily phone calls but a seasonal email to inquire about issues that pop up, like a gutter that needs repair or a sink faucet that becomes loose. Many owners don't live near their rental properties, so it's important they ask renters about big picture tasks such as power washing the house. If owners are not local, they won't see how badly the deck stain is chipping or how overgrown the tree limbs have become.

- **Proactive:** Before new renters arrive, they deserve a house that is a blank slate. Inheriting ongoing but unknown problems (leaky pipes, plumbing issues) is unfair to the latest renters. Also, [do a background check on us](#). It will alleviate some of the trepidation of having strangers live in your home. Trust is important in this partnership.
- **Preparedness:** At each new rental house, a three-ringed binder filled with manuals, lists of repair companies, maintenance schedules, and multiple inventory sheets for the initial walk through is important. Each home has unique features and it would be easy to reference a manual that describes the ancient fuse box or how to work the sump pump correctly. In this case, more is more! Pile on the information. It's amazing how few owners assemble this paperwork. Providing these documents protects both the owner and renter.
- **Financially Sound:** It's easy to become a landlord and begin to cash rent checks, but it's hard to become a good and responsible homeowner capable of financing a new AC system when the current unit in the house dies during a heat wave in August. Renters want to take care of their temporary home but hearing about the owner's money woes and flat out refusals, albeit polite refusals, to fix legitimate problems is very stressful. It's morally challenging to request a replacement for a broken dishwasher after learning your homeowner's finances are unstable due to a divorce.

Note: Too many owners let inconveniences slide simply because they weren't prepared to spend the money. This leads renters to resent the owner's inattentiveness and less likely to report problems that lead to major repairs in the future.
- **Acceptance:** Renters come from various states of house savvy. Don't assume they know how to locate the main water valve in your 1950s home (put it in the manual!). Painting walls and making the home look lovely can be easy, but fixing a broken light switch, even if the previous renters could, might be a different story. Some upkeep chores will be easy for handy renters; other renters will find repairs challenging, in which case, it's probably more cost effective to have professionals handle the problems.



The bottom line is responsibility, so as the property owner, ask the question, **“Would my own family be happy and comfortable in this rental property?”**

8 Lessons for a First Time Landlord

Lesson 1: Always screen your tenants.

If you haven't fully screened your tenant, then you're already starting out in rough landlord terrain. You need a lease in place, even if your new tenant seems like a trustworthy guy and even if you know his commander.

Don't accept a tenant just because he can pay for a year's worth of rent upfront, and understand that the rental application is critical. For a minimal fee, you can get a full credit report and a comprehensive background check from [SmartMove](#).

Lesson 2: Keep your finances organized.

Don't expect your property manager to do this for you. You need to keep duplicate records of your income and expenses, too. If you're not the most organized person or if you don't yet have a system in place for managing your finances, you can find a starting point in [Four Simple Steps to Organizing Your Financial Life](#).

Organize your finances in such a way that your business could easily be turned over to someone else, such as a property manager or your spouse in case of an emergency. If you're stuck in the hospital for a month, can your rental property still operate seamlessly? Does your spouse know where you keep the records for your property and how your business is managed? This brings us to our next point—operating a business.

Lesson 3: Understand both your insurance and your renter's.

You'll need to convert your homeowner's insurance to fire and hazard insurance, otherwise

commonly known as rental property insurance. It's important to make sure your tenant has renter's insurance.

Though 65% of renters do not have renter's insurance, this does not mean that you cannot require that your tenant has renter's insurance. Stipulate your insurance requirement in the lease, and require that you are named as the second beneficiary of their insurance. You'll need to keep



track of the expiration date of your tenant's lease, so that you can remember when to send a reminder that you need a copy of their proof of insurance for the purpose of their lease. If you've got all of your financial ducks in a row, though, then this shouldn't be a problem.

Here is one story for you. If the prospective tenant *promises* to get rental insurance as soon as he moves in, tell him that he can then move in as soon as he gets rental insurance. This is for his own good. The lesson can be learned the hard way if one unfortunate tenant is quite flashy with his expensive belongings on move-in day. Unfortunately, his new home was broken into the very next day after moving in. That was an expensive day for both of us. He learned that the landlord's homeowner insurance did not cover his items, and the landlord had to waste hours on the phone with the insurance company and contractors to manage the repair of the window damage. Valuable lesson for landlord and tenant.

Lesson 4: Be careful when working with family.

Even if you have a verbal agreement with family for them to pay rent on a monthly basis, you may find yourself with a couple of problems. One, if your family member tenant refuses to pay rent, you don't have anything in writing holding them to that amount. In the case of an eviction, a judge may side with your family member, particularly if he was paying rent in cash with no paper trail to corroborate your side of the story. If you do pursue eviction, depending on the state in which you reside, it may take months before you have your home returned.



Let's hope, though, that you don't have such a bad experience with your family member tenants. Assuming that all is going well, and you now have the cash flow to help purchase your next rental property, your mortgage lender will want to see evidence of at least a couple of years' worth of rental statements and a lease. If you don't have a lease in place with your family member tenant, you may find that it will be significantly more challenging to find a mortgage lender. Even when you do, you may wind up with a higher interest rate because, without a lease in place, you are technically considered a higher risk to the lender despite your excellent credit score.

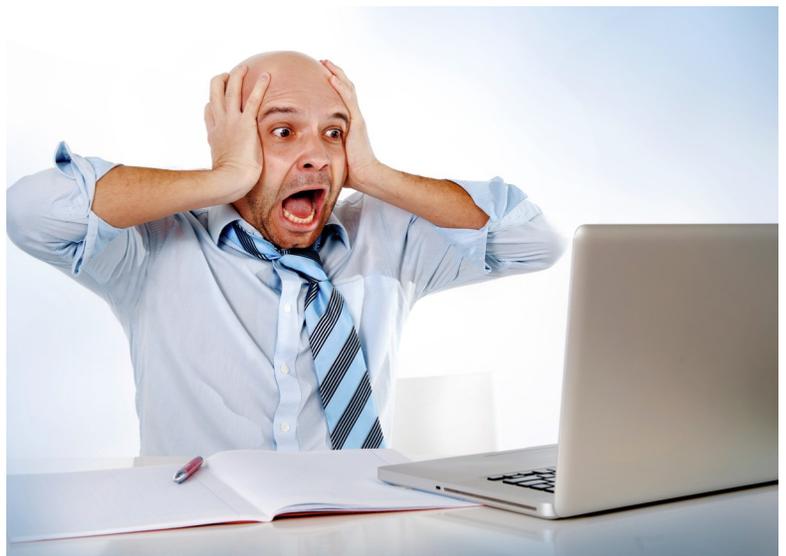
This situation has such an easy fix. Download a comprehensive but simple lease from [US Legal Forms](https://www.uslegal.com/forms) that is state specific and will be accepted as a binding contract by any mortgage com-

pany. Do yourself a favor, skip the lattes this week and spend the twenty bucks now to save yourself a world of hassle later.

Lesson 5: Watch out for lowball offers.

A lowball offer typically suggests that the renters who will occupy your home will result in two major problems. One, they may cause you undue hassle as they try to bargain and bicker over every item and issue with the home throughout the duration of their lease. Two, it could also suggest that they do not have sufficient funds for rent, and thus may not be able to make timely rental payments. However, not every prospective renter who offers a lower rental amount falls into one of these two categories.

In some cultures, it is not only expected that any advertised price will be countered but also it can be considered an insult to the owner of the item listed (or in this case, the homeowner) to not even attempt to bargain on the price. This cultural idiosyncrasy regarding bargaining is not a shared American value. For the most part, offering a lower rental amount than the advertised price is considered an insult to homeowners in America, as it suggests that the house is not worth what the homeowners are asking in rent. This is just something to keep in mind when considering why a prospective tenant may offer a lower rental amount.



Lesson 6: Know your price point.

If, based on both your market research and suggested rental amount from a reputable property manager in your area, you do believe that your home is priced appropriately, then stick to your price point. If you are in a heavy military-dominated market and have the misfortune of facing a turnover out-of-season, then you may want to consider lowering your rental amount from the price point you could have garnered at the height of the market. In such a situation, you may want to consider a shorter duration lease, allowing the home to rotate back into the height of season moves, but also consider the additional wear-and-tear on your house that a turnover may cost your family. Will the additional income you receive offset the cost of marketing the property as well as any additional wear-and-tear that your walls and flooring may experience during the turnover itself?

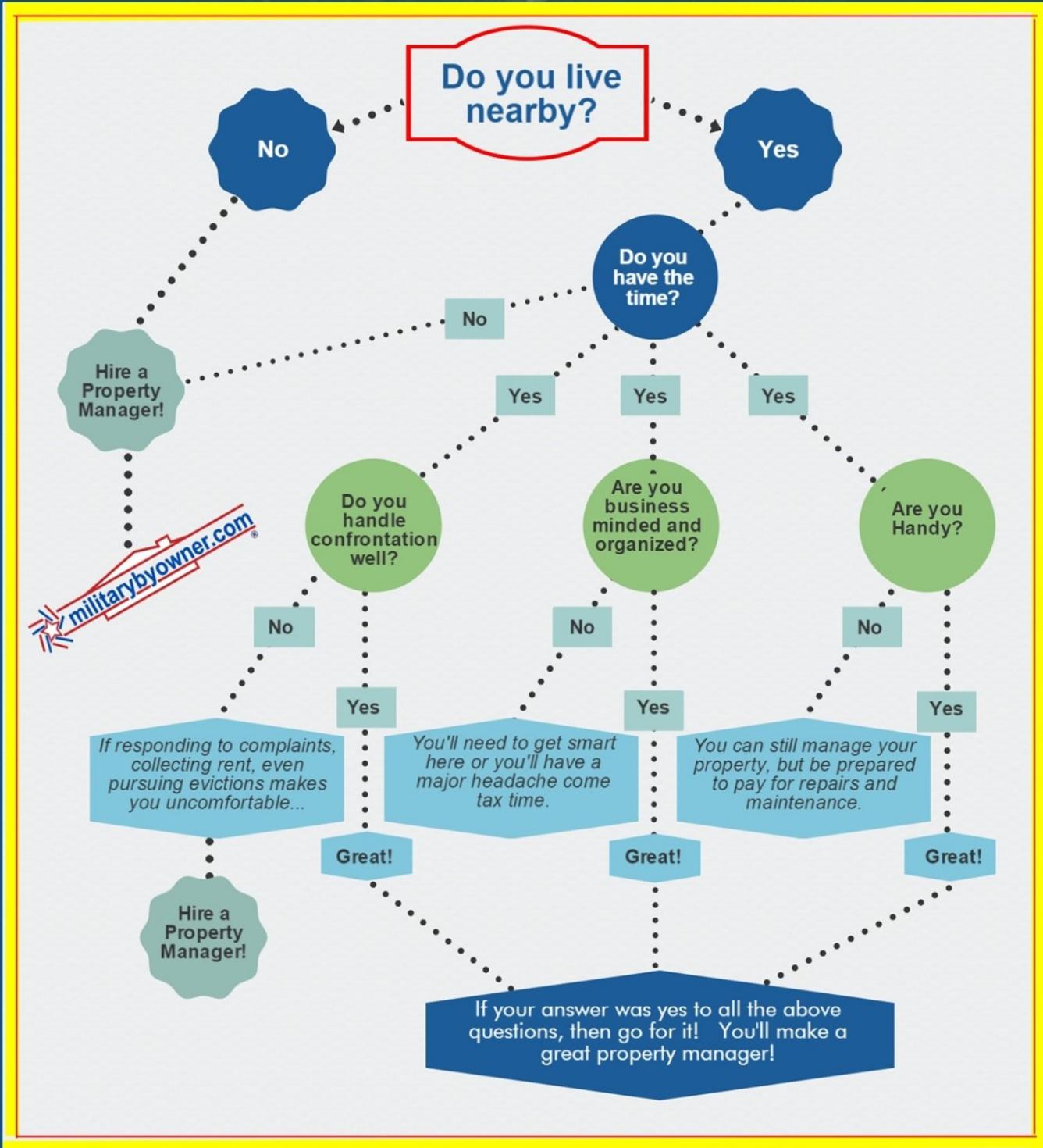
Lesson 7: Require regular property inspections.

No one wants their living space "invaded," but tenants should expect reasonable inspections of the property. Reasonable does not mean a monthly walk-through when you go to pick up the rent check (does anyone still do this?), but in general, a property inspection should occur once per year. However, more frequent inspections can also take place throughout the year, as maintenance calls require. If either you or your handyman are performing the maintenance labor in the property, make sure to do at least a visual inspection of the property to include the landscaping, kitchen, and bathrooms, as these are areas that may cause you the highest amount in repairs. Knowing that most military families do not live in the vicinity of their rental properties, it's advisable to have a trusted handyman who will perform these inspections for you. Don't trust that no word from your tenant means that the home is in pristine condition; he may simply prefer to put up with a mold or water leakage issue rather than have you learn of the condition of the home.

Lesson 8: Know your legal rights...and your tenant's.

Just because your tenant is late on rent doesn't mean that you can lock him out of his home until he pays up. That's called vigilante justice, my friend, and at minimum will cause you a hefty legal suit. Also, just because the laws in Florida permit your military family tenants to terminate their lease to move on base does not mean that your military family tenants in Virginia can do the same. A good local property manager should be able to help you navigate the legal waters in which your rental is swimming.

HIRE A PROPERTY MANAGER? or do it myself...



On my Own or Hire a Property Manager?

Own Property Manager

- Nobody cares about your property as much as you do
- Nobody will try harder to find and keep good tenants than you will
- Monthly fee saved. However this does mean that you could be called with every issue that arises.
- You live nearby and want to be involved in repairs
- Managing the property allows you control over the home and issues..
- Allows you be more flexible with the monthly rent amount.
- Ψου αρε αβλε το meet prospective tenants in person and have a relationship with them..

Hiring a Property Manager

- Property managers have the pulse on the rental market and can price your home competitively.
- Property managers are well versed in landlord/tenant laws that will help avoid any disputes.
- Property managers have effective avenues to market and advertise your property.
- Property managers will handle the screening of potential tenants.
- Property managers will field maintenance calls from tenants.
- Property managers often have a network of qualified contractors to take care of any issues.
- Property managers will take care of the cleaning and transitioning the property between tenants.
- Property managers will handle any issues with untimely or unpaid rents.
- Property managers will keep track of financials for year-end tax filing.
- Property managers can represent your interests in any legal matters, should they arise.

Ready? Let's Do This!

6 Ways to Prepare for New Tenants

Military families prepare for a Permanent Change of Station (PCS) by making lists, many of them. At the top of every list is at least one item that embodies some aspect of military housing, whether it's notifying your landlord of your departure, renting or selling your current home, or securing housing at your next military base. For military homeowners who choose to become landlords, this list is for you. While MilitaryByOwner Advertising is here to make the process of renting your home easier, there are many aspects to this task that warrant your time and attention.

Credit/Background Check



Screen tenants the smart way with SmartMove

As a landlord, whether you rent to a military or civilian tenant, the most important baseline of preparedness comes from the [proper screening of your tenants](#). There are a variety of online options for screening prospective tenants for both credit and background checks, but [SmartMove](#) is one of the

easiest and most secure programs available. SmartMove eliminates the uneasy feeling landlords often have when requesting personal information from tenants and allows all information to be securely submitted and reviewed through a personal online account.

State Specific Legal Forms

Once you have screened the perfect tenant, it is time to procure a legally binding document. MilitaryByOwner has partnered with USLegalForms.com to make downloading [state specific legal forms](#) as easy as a click of your mouse and offers both Sale and Lease packages that have been reviewed to ensure that each document complies with the laws of your state.

Military personnel should include a **Military Clause** within the lease agreement should you or your tenant need to change the terms of the document due to military orders. In addition to including a Military Clause, you should clearly state the conditions of occupancy, such as how and when you can visit the property, guidelines for making modifications to the property, and expectations for the care of the home and landscaping.



Repairs

The likelihood is, if it annoys you, it will bother your tenant too. It's easy to become complacent about the items that are inoperable or damaged around your home, but it is unreasona-

ble to expect that your tenant will come to feel the same way about those items. The golden rule of “do unto others” is paramount in your duty as a responsible landlord. If you expect your tenants to take care of your home, then you need to lead by example. Take a tour of your home, room by room, and jot down the items that need repair or replacement and make sure that you check every item off of that list prior to handing the keys over to the new tenants.

Photographs/Video

Once the home has been thoroughly cleaned and repaired, take an extensive set of photographs to include walls, carpets, sinks, tile, showers, toilets, closets, doors, pools, landscaping, and kitchen appliances. This will provide documentation of the condition of the home prior to the tenants taking ownership. If you're unable to visit the property yourself, employ a friend, neighbor, or local real estate professional to take the photographs. These pictures may prove to be useful should a dispute arise. Make sure that the photos are date stamped and that a copy is kept with your lease agreement and other important documents.

Move In/Move Out Walkthrough

A walkthrough on a rental home is important. We've provided an extensive [Move In/Move Out Checklist](#) for download, which you and your tenants can utilize. If you're unable to meet your tenants in person for a walkthrough, send them a copy of the checklist, which you filled out after preparing the home for occupancy. Then have your tenants fill out the same form once they move into the home. If there are any discrepancies between your checklist and the tenants, these can be addressed immediately as to avoid any future conflict. Again, keep a copy of the signed and dated checklist with your other legal documents so that you have it to refer to when the tenant moves out of the home.

Owner's Manuals

This is a great idea for any homeowner, but as a landlord, the ability to provide your tenant with a well-organized binder of owner's manuals, extended warranties, and even paint samples is invaluable. A simple three-ringed binder filled with plastic sleeves will make the organization and safekeeping of all manuals simple. Be sure to include the binder on the list of items provided to the tenant on the Move In/Move Out checklist, with a reminder that the binder must remain with the home upon vacancy.



The landlord/tenant relationship is important to both parties. As a landlord, it's essential to take care of both your property and your tenants. When crunch time arrives for military families, it's easy to let some items slide. Allow as much time as possible to properly prepare for your new tenants.



Tips for Finding Home Maintenance Providers

It's always a challenge to find reputable local businesses for everything from lawn care to handyman services. Hours can be spent researching the best options, which can vary tremendously. References are a

large part of how renters and homeowners find reputable vendors.

Here are some national companies which may be a help to you!

[MilitaryByOwner](#): Designed to find, sell or rent homes the website also has local businesses advertised. Simply go to the base page that you are near to find home improvement specialists.

[Angie's List](#): A pioneer, of reviews and research for service professionals. It is a paid subscription service, however. Basic monthly plans start at \$3.75 per month up to \$20.98 for a basic three-year plan.

[HomeAdvisor](#): This can be used to connect with a handyman for several small, but difficult, projects in our home. HomeAdvisor screens and presents options for service providers given your set parameters. HomeAdvisor was quick with communication and typically their choice works well. Bonus--no subscription fees!

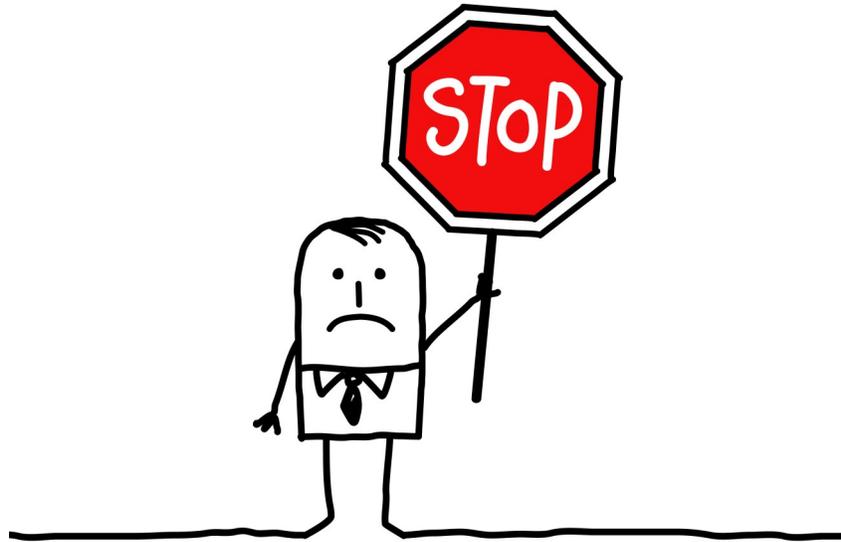
[Five Star Rated by Home Services Review](#): This is a neatly catalogued guidebook of vendors that have been independently researched and evaluated. Vendors are scattered throughout the U.S., 13 cities are listed. Cities with major military influence include Virginia, Maryland, and Metro D.C. areas, Tampa and St. Petersburg, Florida.

In research of these companies all of the reviews seem legitimate and helpful. Other sites such as the well-known Yelp and Google reviews can get bogged down with bogus entries and vendetta rants. A good plan of attack is to begin with neighbor's suggestions and then consider two or three sources for reviews of providers and see if the facts stack up.

Why You Should Require More than a Firm Handshake



Congratulations! You've made it through the process of prepping your house for photos, listing your property on MilitaryByOwner, screening inquiries from prospective tenants, showing your property for rent, and now someone who toured your home has agreed to rent it. The guy is a friend of a friend at work, and you know his commander. Great! He let you know that his household goods have already arrived, and he's ready to move in tomorrow. He's in a bit of a hurry because he's been in town for a while now, and he needs to move in before he starts at his new assignment after the weekend. Not only are you eager to get of town and onto your own next assignment, but you can feel his sense of urgency, too. You shake hands and provide a forwarding address for where he can mail you a rent check each week. You know that can always call up his commander if there's any issue, so you take the firm handshake as his commitment and then you hand over the key.



Not so fast there, buddy! How much did you pay for that house again? The average house price in the U.S. last year was \$207,300, so let's assume that's what you paid for yours. It doesn't matter if you or the bank owns every last penny of it; either way, that's a lot of money to hand over with only a handshake and a phone number to rely on. Would you give him the keys to your car if he promised to take care of it, too? I didn't think so.

Military members are trustworthy, though, which makes it easier to rely on the firm handshake as a pledge to you that he will look after your pool, and many of our military families eager to move forward with their own busy PCS schedule may overlook the finicky little details like rental agreements. A Gallup poll from just a couple of years ago cited that 78% of Americans consider military members as the most trustworthy in society; in case you were wondering, only 12% cited members of Congress as having any measure of trustworthiness at all. Regardless of how trustworthy our service members may be, rental forms are a must for two reasons:

1. Unlike any other contract in our society, an agreement that involves either the purchase or leasing of real estate must be in writing. Without a written agreement, any verbally agreed upon terms of lease are not enforceable.
2. For those who rely on having the commander's information available, know that he or she is not likely to intervene in situations between you and your tenant. When your tenant fails to pay rent or when the puppy he never informed of you destroys your

wood flooring, the military installation is neither interested nor invested in helping you recover your loss. As commanders increasingly step back from the personal lives of their troops, they rely even more on civil courts to handle such matters; it is likely that even JAG will encourage you to pursue action in civil courts, as a tenant-landlord issue is a civil matter and not one within the military domain.

Fortunately, you don't have to hire an expensive lawyer to draw up the documents for you. In fact, the entire rental agreement process is simple and inexpensive. For less than \$50, you can have all the requisite documents for a smooth rental turnover available for you to download instantly from MilitaryByOwner's partner US Legal Forms.

These include:

- Application Form
- A state specific lease--each state has different laws and requirements
- Lead Paint Disclosure
- Other Disclosures, if applicable
- Permination Notice for Non-Payment of Rent
- Pre and Post Inventory Report
- Salary Verification Form
- Tenant Welcome Letter
- Landlord Tenant Closing Statement

You may be busy preparing for your own PCS, but a couple of hours of paperwork now could save you weeks of time and potentially thousands in losses in the future

On With the Details!

What exactly is a Military Clause?



Military landlords who rent to fellow military families are often conflicted about their opinions on military clauses. On the one hand, they recognize their importance: A military clause specifies the provisions that allow for the family to terminate the lease. On the other hand, they recognize the negative effect this may have on their property--a potential vacancy short of the completion of a full lease. What most military landlords are unclear about, however, is how precisely a military clause affects their rental property.

Confusions abound on the distinctions between three legal ways to terminate a lease:

1. The Servicemembers Civil Relief Act (SCRA)
2. Military clause
3. State laws that permit lease terminations for military families

You can read a little more about the roots of the confusion in our article [Should I Have a Military Clause in My Lease?](#) You can see that even base housing isn't too clear across the board.

Before there is any misunderstanding, this information does not serve as a definite legal source. You should always seek professional advice when you have questions pertaining to a legal contract such as a rental agreement. Seek advice from either your legal office on base or a local lawyer who is familiar with both the state and local laws that pertain to your rental agreement; laws regarding military clauses vary greatly by state.

To be clear, a “military clause” is not the SCRA. This is a federal law that permits service members to break a lease if they receive either deployment orders or temporary duty orders in excess of 90 days. It also applies to those who are activated or reactivated for military service.

Under the SCRA, a military family can terminate a lease no sooner than 30 days following the next due rental payment. For example, if you receive orders on October 10, then you will pay rent for November 1 and can terminate your lease as of November 30. In order to ensure that no misunderstandings exist, it's advised that tenants provide landlords with both written notice of intent to terminate the lease as well as a copy of orders. For more information, make sure to check out [Benefits of the Servicemembers Civil Service Act](#) .

The military clause, meanwhile, spells out the terms to what both the tenant [and landlord agree upon.](#) It's advisable to request suggested military clauses for your locale from your local base housing office. If you're renting, request that they review the military clause in the lease you are signing; if you are the landlord, you can request that they review your military clause to make sure that it's in line with others in the area. For an example of what a military clause may include, your agreement may permit the service member to terminate the lease if he receives orders to a base more than 20 miles away.

Such a distance clause would be helpful to military families in traffic congested areas, such as the National Capital Region. For military families with orders to The Pentagon who later receive orders to Fort Meade, for instance, the commute distance does not mandate PCS orders



that would activate the SCRA permission to terminate a lease, though the daily commute would be tough. Therefore, a military clause that permits a lease termination in the event of a reassignment to another installation would greatly alleviate the service member's living situation.

State laws also supersede the military clause in a lease. Some military clauses state that if a military family is ordered into base housing (for example, a senior leader who is required to live in a certain housing billet), then the landlord must terminate the lease. In some states, however, the military family does not need orders to move into base housing; instead, they simply need to show that they've been moved off the housing waiting list and have been offered a house.

Is Your Pet Policy Putting You in the Dog House?

One Military Family's Story

I am not a pet person. While I grew up loving the numerous dogs and cats we had as pets, it was not until I became a homeowner that the mess that came with domestic animals outweighed my love of them.

When it came time to rent out our first home, I told our property manager that we did not want to allow pets in the home. But as we neared the end of the PCS season, I was concerned that we had not yet rented our home. Our property manager indicated that it was likely due to our pet policy. While we eventually found a family to rent our home, it was not the last time that we would face this same dilemma. We now advertise our homes as having an “upon approval” pet policy and to date, every family we’ve rented to has had a pet.



MilitaryByOwner Customer

Recently, MilitaryByOwner received an email from a customer who was concerned about the fact that they had yet to rent their home despite the high number of page views they had received. While they have a beautiful rental property in a great location, they were advertising their home with a “no pet” policy. Is it possible that this was the reason their home had not rented yet?

Whether or not you choose to allow tenants with pets is a very personal decision and one that may be made for health reasons, such as serious allergic reactions. However, according to Jo Anne Green, [Military Plus Realty & Property Management](#) in Stafford Virginia, having a “no pet” policy on your rental home could limit your potential market by as much as 75%. That's a staggering statistic. She says it is better to know upfront rather than being surprised later. Jo Anne recommends accepting pets on a case by case basis.

The “Pet Fee” or Deposit

Landlords that prefer to rent to tenants without pets, but choose an “upon approval” approach instead, may opt to require an additional deposit or “pet rent.” Many refer to deposits of this nature as non-refundable. However, because a deposit refers to refundable monies held for the length of the lease, unless used for damage to the property, referring to a deposit as “non-refundable” is not necessarily an accurate description. Rather, requiring a “pet fee” that is intended to cover damage done to the property by a pet may be more appropriate. Conventional wisdom would argue that making a pet fee refundable might entice the tenant to be more fastidious in the care of the home rather than tenants figuring they have already paid for damage whether it occurs or not.



Accept Pets? Here are some Tips!

Come up with a Pet Policy in writing to give to tenants.



Ask lots of questions and consider pets on a case by case basis. In certain cases, ask for references.

Require pets be spayed or neutered. Ask about flea and tick prevention measures.



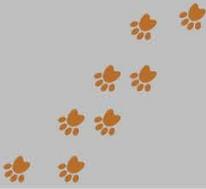
Arrange to meet the pet! Remember, size is not an indicator of behavior.

Ask to see proof of rabies and distemper vaccinations.



Require a reasonable and fully refundable pet deposit.

Forbid tethering dogs in any way.



Do NOT require that cats be declawed. This is a cruel and drastic surgical procedure.



Charge more, but remember, tenants would rather pay a little more rent than hear the charge named "pet fee".



Pat yourself on the back. Most families have pets and you are answering a need by accepting them!



Don't be a Slumlord!

What is a Slumlord?

According to *Urban Dictionary*, a slumlord is a rich person who overcharges rent to low income families and then refuses to complete proper maintenance and repairs on the property until it eventually fits the definition of a "slum."



You don't have to be rich to be a slumlord. If you are a military family, you may want to consider owning a property with a [zero down VA loan](#).

You don't have to rent to low income families to be a slumlord.

You also don't need to own housing in an area where you'd be uncomfortable walking around unarmed to fit the definition of a slumlord either.

As a military family living far away from your rental property, you may inadvertently fit this definition of slumlord if you:

- Cannot conduct regular maintenance inspections.
- Don't have a property manager to conduct regular maintenance inspections.
- Cannot afford costly, but necessary repairs on your property.

Though *Urban Dictionary* presents a good working definition of a slumlord, they aren't exactly an authoritative source. The authoritative source on what classifies a slum rests with your city inspector. If a tenant files a complaint of a violation of your local rental building codes with your city, you will receive a notice of inspection. If violations are found, then you will receive a short period in which to make the necessary repairs (usually around two weeks). If you do not make the repairs, then the following can happen:

- **Civil violations:** These come with fines, mandatory classes, and even public apology notice requirements.
- **Criminal violations:** These come with huge fines and can even include jail time.

- **Designation of your property as a slum:** Once your property receives this designation, it then constitutes a public nuisance and is subject to regular inspections by the city.

How Do You Avoid a Designation of Your Property as a Slum?

To avoid a designation of your property as a slum, you should ensure that regular maintenance is conducted on the rental. Even if money is tight, your budget will need to stretch to afford hiring a service to inspect the property if you do not already have arrangements in place with a property management company. The cost-benefit ratio definitely favors maintenance inspections in this case. Not only will regular maintenance inspections help prevent your property from ever reaching the echelons of slumdom, but also they'll help save you money in the long-run, as regular maintenance on systems such as water heaters and air conditioning units can add years onto the life of the system. Keep in mind that replacing an air conditioning system can easily cost \$5,000 while bi-annual inspections cost approximately \$150.

A slum property is not one that has a little bit of wear and tear; a slum has damages that could pose health and safety risks to tenants. It's important to know the difference. Take the following cases as examples:



- **Carpet:** Faded or worn carpet, though not pretty, is simply a sign of regular wear and tear. Carpet with holes in it, however, is damaged and must be replaced. Torn carpet represents a safety risk as a tenant could trip on the carpet.
- **Wallpaper:** As with carpet, faded wallpaper is not aesthetically pleasing, but fading simply reflects regular wear. Torn wallpaper, however, can pose a health risk, particularly in the case of a home with [older lead paint](#).
- **Sinks:** Rusty sinks are also an ugly sight, but that's just wear and tear; a clogged sink, meanwhile, is a requisite repair.

Communication Solutions for Landlords and Tenants



Break-ups happen. We'll leave the personal relationship issues to the dating and marriage counselors, though, because we're not dealing with personal relationships here. The landlord-tenant relationship is purely business [even when you're renting either to or from family](#), and as a business, you want everything in writing so that each of you has a clear understanding of the terms of the relationship. If you want to see just how nasty landlord-tenant breakups can be, check out a few online landlord and tenant forums; you'll find all sorts of horror stories on evictions and lease breaking.

Don't get to the break-up point with your tenant! You simply need to make sure that terms of your relationship are spelled out clearly in a landlord-tenant agreement so that no misunderstandings can arise. Before you confront your tenant to lay out your expectations, make sure you first understand their perspective on the relationship. Hopefully that will help make it easier for each of you to understand just what's important to have in writing. We'll look first at the tenant's perspective and then at the landlord's perspective.

From the Tenant's Perspective:

Renters want to know they're not dealing with some squirrely landlord who shirks his maintenance responsibilities. After all, even a home on a quiet, tree-lined street in the suburbs can receive a designation of *slum*. Military landlords can inadvertently receive this designation simply by nature of their [absentee landlord relationship](#).

When a military family is mid-PCS, the last thing they want to deal with is background checks, credit checks, rental agreements, and walk-through checklists just so that they can move into their new home. They're tired; they've been packing, traveling, and moving their entire life

across the country. As a landlord, you might think you're being nice by letting some of the landlord "administrivia" slide--they can show proof of renter's insurance when they get around to it, you don't want to bother them with a walk-through checklist, or perhaps you won't even bother with a rental agreement. You don't really need them for family, and after all, what's the military if not a giant extended family?

Wrong!

Everyone wants boundaries, and as the landlord, it's your job to spell out parameters for your property. If a fellow military family is renting from you, they will want you to be professional and show me that their family is protected in your home. Establish standards and processes, and hold to them. Yes, there might be a little inconvenience upfront: tired parents don't want to do the walk-through checklist while handling screaming children and phone calls from movers who won't show up on time, but military families will appreciate that there is a process.

Now, when something goes wrong in the home, as it undoubtedly will over the course of the lease, the tenant will know that a process similarly exists for making sure it's taken care of.



Please keep in mind that your renter is entrusting not only their family to your home, but also a considerable amount of cash over the course of the coming years. Tenants need to know whether or not you'll honor a military clause and allow them to break the lease honorably if they receive unexpected orders. When they call because the air conditioning is on the fritz in the

middle of the summer, they need to know you'll address it within 24 hours, the number of hours you delineated in the landlord-tenant agreement. While they may not appreciate the clause that mandates they contact you before they bring home the cute little puppy they found by the side of the road, there's comfort in knowing that the terms of our relationship are clear.

From the Landlord's Perspective:

It isn't easy being a military landlord. Not only are you entrusting someone else--a stranger, most likely--with what's possibly your biggest financial investment, but also you're probably not even living anywhere close to the property to keep an eye on it. You don't know the person living in your house from Adam and yet he's got all of his furniture in your home and who knows what's going on behind those closed doors? With possibly hundreds of thousands of your investment dollars at stake, it's enough to keep any military landlord up at night!

Here's how to sleep more restfully, though: If you want to know what's going on behind those closed doors, then spell out the terms of regular inspections in your landlord-tenant agreement, and then schedule them. It's not a big deal. Your tenant will expect them, and the inspector--someone you hire because you trust them--will inspect the property.

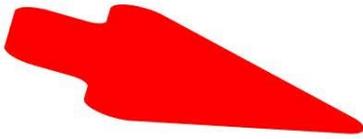
Many military homeowners hire property managers to impart said communication. It makes sense to change the day-to-day management of the home to a property manager if you're stationed out of state or in another country

Turning over the management, however, does not mean you relinquish your responsibilities as landlord. Instead, this forces homeowners to more critically analyze my responsibilities because they are spelled out in writing in advance. Knowing now the highly litigious terrain in which landlords must precariously tread, turning over the management role of your house may help you better understand your responsibilities toward your tenants.

So, if you're a landlord, you can avoid countless headaches and confrontations over the unclear terms of your relationship with your tenant. Simply create an agreement between the two of you, which you can start by downloading a state specific landlord-tenant agreement from [MilitaryByOwner's partner US Legal Forms](#). You can modify the agreement with amendments to make sure that the relationship terms work for both parties.

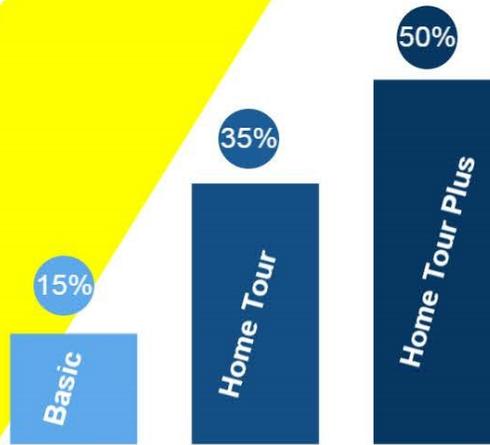
Good luck with your successful landlord-tenant relationship!

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Originally from Ireland, Karina has been a proud U.S. citizen since 2010. She and her husband Charlie have lived together in Florida, South Carolina, and Virginia. Karina runs Tutors By Base and is an active board member on the Air Force Annual Charity Ball Committee. She has been a board member of both the Air Force Officers' Spouse's Club and the Quantico Officers' Spouses' Organization. She has also lead a book club and a hiking club for military spouses. Karina enjoys writing about military and military family related issues, education, current events, and the real estate and mortgage industries



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Monica has been a Marine Corps spouse for 20 years and a proud employee of MilitaryByOwner for more than 10 years. She currently holds the position of Social Media Manager and Newsletter Editor, but also enjoyed serving as a Customer Service Representative and Blog Editor/Writer. Living the Hawaii life, Monica spends her "free" time at the beach, paddling, hiking, baking and most of all enjoying the company of her two teenage children.