

November 2022

RENTAL ALLIANCE UPDATE

A monthly newsletter published by the Rental Housing Alliance Oregon



www.rhaoregon.org

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Have rental industry questions?
Come ask a panel of experts.
See page 2 for more information



RENTAL HOUSING ALLIANCE EVENTS & CLASSES

RHA Calendar of Events

Monthly Dinner Meeting

Wednesday November 16, 2022

Experts in the Rental Housing Industry Panel discussion;
Come join:

- Ron Garcia, RHA Oregon Executive Director of Public Policy
- Doug Moe, Licensed Property Manager with 24/7 Properties
- Jerad Goughnour, RHA Oregon current President, and Licensed Property Manager with Gateway Property Management
- Charles Kovas, RHA Oregon President Elect, the owner of The Law Office of Charles Kovas

as they answer your questions, discuss certain situations and how to handle them, legal questions, and what is currently happening in the Rental Housing Industry.

RHA Oregon Members \$35.00 per person

Where: The Monarch Hotel
12566 SE 93rd Ave, Clackamas, OR 97015

When: Wednesday November 16, 2022 at 6:00pm

Menu: Taqueria Taco Bar-Street Fair
Chopped Mole Rubbed Carne Asada
Carnita's
Pulled Peruvian Chicken
Refried Black Beans
Spanish Red Rice
Chopped Romaine Lettuce
Pickled Red Onion
Creamy Cilantro Ranch
Pickled Jalapeno
Chopped White Onion
Cilantro
Fresh Lime
Queso Fresco
Peruvian Green Avacado Salsa
Locally made Corn & Flour Tortillas

| DATE | EVENT | LOCATION | TIME | INFORMATION |
|-------|----------------------------|--------------|---------|---------------------------------------|
| 11/05 | Board of Directors Retreat | TBD | TBD | |
| 11/19 | Mentor Roundtable | Zoom Meeting | 11:00am | |
| 11/24 | RHA Office Closed | RHA Office | CLOSED | In Observance of Thanksgiving Holiday |
| 11/25 | RHA Office Closed | RHA Office | CLOSED | In Observance of Thanksgiving Holiday |
| 12/14 | Board of Directors Meeting | Annex & Zoom | 4:00pm | |
| 12/21 | Holiday Party | TBD | 6:00pm | |
| 12/22 | Mentor Roundtable | Zoom Meeting | 6:00pm | |
| 12/26 | Christmas Holiday | RHA Office | CLOSED | In Observance of Christmas Holiday |

| DATE | CLASSES | LOCATION | TIME | INSTRUCTORS |
|-------|--|-----------------------------|---------|--|
| 11/08 | Online Tenant Screening Class | WebEx | 11:00am | Marcia Gohman w/ National Tenant Network |
| 11/10 | Is this a Good Investment? How to Analyze the Financial Performance of a Rental Property | Zoom | 6:30pm | Dan Hayes w/Real Property Mgmt. |
| 11/17 | Invasion of the Body Snackers Class | RHA Conference Annex & Zoom | 11:30am | Cathy Morris w/NW Pest Control |
| 11/29 | Online Tenant Screening Class | WebEx | 7:00pm | Marcia Gohman w/National Tenant Network |

Please visit rhaoregon.org for more information on classes: <https://rhaoregon.org/calendar/>



From the desk of the Executive Director

Ron Garcia, RHA Oregon Executive Director of Public Policy



by Ron Garcia, Executive Director of Public Policy
ron@rhaoregon.org

It is finally Election Month and even though I am writing this letter prior to the polls closing, by the time you are reading this, the results should (hopefully) be in.

Thomas Jefferson said: “We do not have government by the majority. We have government by the majority who participate.” And (hopefully) as a Rental Housing Provider who has been affected by increased statewide regulations, you felt compelled to add your vote to help influence the outcome. Another quote by Plato is more cynical: “One of the penalties for refusing to participate in politics is that you end up being governed by your inferiors.” (I’m not sure though if his notion of superiority is “politically correct”.)

Traditionally RHA Oregon has not given its voter recommendations. I violated that earlier in the year and was met with resistance. Suffice it to say that we have been vocal about the inferior results and negative impact on Housing Providers that our current single-party, super-majority government has provided in recent years. To get true democratic output, we need more diversity of thought. To have true diversity, we need a healthy two-party system. Yet even if our political preferences are easily visible, our input and impact on statewide housing issues is now, and will continue to be, critical to crafting laws that impact Oregon’s urgent housing issues no matter which party is in power. Our collective voice matters.

Why? Because, since 1927 our organization has been representing Oregon property owners. Our legal name is Oregon Apartment Association Inc, dba Rental Housing Alliance Oregon. We are a 503 (c) (6) nonprofit with over 2,000 members. Our mission is to help improve the “CRAFT” of managing rental properties through Community involvement, rental Resources, political Advocacy, up-to-date Forms, and professional Training. Our service has spanned 95 years and 21 governors, from Walter Pierce to Kate Brown. But our most important asset is not found in our history; our legacy will be determined by how relevant we remain today.

Over the last two years, we have updated

some of our structure, including revising our By-laws, our membership categories, and our dues. We have also updated our office space, installed a new phone system, and just finished painting our building (courtesy of a long-time volunteer, Jim Herman). As regulations dramatically changed, especially with the impact of the Covid rental moratorium, we found ourselves drowning in phone calls from members seeking legal advice above our scope of expertise. To address this, we created our Member Landlord Hotline; a system entirely staffed by volunteer members who devote their time and knowledge to aid their peers.

We now have 4 categories of membership: ACTIVE landlords, VENDOR affiliates, PROFESSIONAL property managers who are then permitted to share a PREMIUM access to their owner-clients. Our current Board of Directors is made up of 15 volunteers, 3 of whom are Vendors.

RHA Oregon has always been and will remain to be an operation of service to our industry and community. And we have much to do! As you read this letter today, please consider the impact you can have by becoming more involved. Call or email our office and leave a message to let us know you want to help influence your profession by becoming more active – no matter if you are a long-time participant or a brand-new investor; if you own many rental units or just one, or you’re a vendor who provides relevant services.

In closing, if you’re happy with the election results or not, consider what coach Don Shula said: “The superior man blames himself. The inferior man blames others.” I say don’t blame anyone, just join in and help make it better, for superior results.



Jeffrey S. Bennett

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Dear Maintenance Man

by Jerry L'Ecuyer & Frank Alvarez

Dear Apartment Owners:

Remember, the holiday season starts with Halloween and the demand on your properties only gets worse from there. Check each stove and oven for proper operation, many residents only turn on their ovens at this time of year, and the problem may be as simple as a blown-out pilot light. This time of year sees a higher than normal use of the plumbing, it may be a good idea to snake out or hydro jet your main plumbing lines. In addition, sending a note to each tenant on the proper use of the garbage disposal will be useful. Note what they should and should not put down the disposal unit. A few items to include on this No No list are banana peels, potato skins, coffee grounds and any stringy food. Also, make sure they turn on the water before using the disposer and put down small amounts of food at a time. Using the disposer as a trash can and turning it on when full, will lead to a clog.

Christmas and other holidays also mean more people than usual walking on your property. Is your property safe? What are some of the liabilities to worry about? Check trip and fall hazards. Do you have sprinkler heads sticking up above the grass or landscape near sidewalks? Use pop-up heads to solve this problem. Look for sidewalks that have been pushed up by tree roots. This can be solved with a concrete grinder or replacement of the section and removal of the tree root. Cut any low hanging tree branches and look for branches that may break in heavy winter wind or rain. Check your decking for cracks or damage and inspect the exterior stairways for wear and tear. Inspect all your garage door springs, winter wind and rain may make them heavy causing the door to close or fall unexpectedly. As a precaution, always replace both garage springs at the same time and throw away any used springs. Never install used garage springs. Check all property lighting and timers. Remember: Preventive Maintenance is cheaper than Emergency Maintenance!

Dear Maintenance Men:

I have a toilet that runs every ten or twenty minutes. I have replaced the fill valve; the flapper valve and I have even scrubbed under the rim! In other words, all the items I can think of that are replaceable in the tank are new. What else should I be looking at?

Sam

Dear Sam:

You replaced all the easy ones!! When all else fails on a toilet leak down issue; it is time to put on your rubber gloves and get an adjustable wrench. Chances are the problem lies with the Flush Valve Seat. The rubber flapper valve seals against

the flush valve seat (the big hole at the bottom of the tank.) to either keep the water in the tank or let the water out of the tank. The seat may have a burr, crack or calcium deposits that allow a small amount of water to seep past the rubber flush valve. Sanding the seat to remove the burr or calcium deposit is a short-term solution, but rarely solves the problem for long. A permanent solution is to replace the flush valve. Start by turning off the water supply, completely empty the tank and remove the water line. Remove the two or three bolts holding the tank to the toilet bowl. Turn the tank upside down and remove the large nylon or brass nut that holds the flush valve to the tank. Install the new flush valve. Be sure the tank bottom is clean, and no debris gets between the new valve's rubber gasket and the tank. Tighten the large nut on the outside of the tank and you are ready to reassemble the tank and bowl and put the toilet back into action. When reassembling the tank to the bowl, install new rubber washers and bolts.

Dear Maintenance Men:

I am organizing a preventative maintenance "Tune Up" list for my summer maintenance work at my rentals. Most are DIY type repairs, and my goal is to have safer and problem free units in the long term. Can you help with some tips or ideas I can add to my list?

George

Dear George:

Good for you! (And good for your residents) Staying on top of your maintenance is a great way to add value to your rental investment and promote timely rent payments etc. Items we would include on your "Tune Up" list would be to inspect the property and units for liability and habitability items first.

Address these types of items as they can be cheap to fix and costly not to.

General items to look for are:

1. Loose toilets bolts & old flapper valves
2. Leaky faucets and fixtures.
3. Replace any white plastic water lines with stainless steel flex lines.
4. Check smoke detectors & consider the addition of carbon monoxide detectors.
5. Loose door handles or knobs.
6. Closet door tracks (worn or bent).
7. Door stops – Installed and in proper placement to avoid wall holes.
8. Check outside lighting & trip hazards.
9. When replacing a garbage disposal, use a ½ hp models (The cheaper 1/3 hp disposers only promote clogs)

(continued on page 5)



Show your residents how to use them.

- 10. Peeling interior or exterior paint – Using EPA lead safe practices, scrape and cover peeling paint immediately
- 11. Check for water stains on the ceilings and find their source. It sometimes less expensive to repair a roof during the dry summer, than during a wet winter.
- 12. Check shower & tub caulking. Remove and replace as needed.

WE NEED Maintenance Questions!!! If you would like to see your maintenance question in the "Dear Maintenance Men:" column, please send in your questions to: DearMaintenanceMen@gmail.com

Bio:
If you need maintenance work or consultation for your building or project, please feel free to contact us. We are available throughout Southern California. For an appointment, please call Buffalo Maintenance, Inc. at 714 956-8371
Frank Alvarez is licensed contractor and the Operations Director and co-owner of Buffalo Maintenance, Inc. He has been involved with apartment maintenance & construction for over 30 years. Frankie is President of the Apartment Association of Orange County and a lecturer, educational instructor and Chair of the Education Committee of the AAOC. He is also Chairman of the Product Service Counsel. Frank can be reached at (714) 956-8371 Frankie@BuffaloMaintenance.com For more info please go to: www.BuffaloMaintenance.com
Jerry L'Ecuyer is a real estate broker. He is currently a Director Emeritus and Past President of the Apartment Association of Orange County and past Chairman of the association's Education Committee. Jerry has been involved with apartments as a professional since 1988.

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ATTENTION MEMBERS!!!!!!

The following are changes to the By-Laws voted on and passed by the Rental Housing Alliance Oregon Board of Directors

Under ARTICLE V – OFFICERS AND BOARD OF DIRECTORS

Section 12. There shall be at least ±5 13 and not more than 20 19 members of the Board of Directors which shall include all of the elected officers, the Immediate Past President, and at least one Vendor Member and no more than six Vendor members.

This change to the Rental Housing Alliance Oregon By-Laws will be voted on at the Holiday Party Wednesday December 21, 2022. Effective January 1, 2023 if passed by vote

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BOARD OF DIRECTORS

VOTING November 16, 2022
INSTALLATION of Directors & Officers December 21, 2022

OFFICERS

- Jerad Goughnour-President
- Charles Kovas-President Elect
- John Sage-Vice President
- Lynne Whitney-Secretary
- Elaine Elsea-Treasurer

NOMINATION FOR DIRECTORS

Two Year Term

- Jim Herman
- Katie O'Neal
- Doug Moe
- Jake Ramirez
- Violet Anderson

DIRECTORS CONTINUING TO SERVE

One Year Term Remaining

- Diana Lindemann
- Rod Akroush
- Sebastian Sanchez
- Phil Owen
- Mark Passannante-Executive Member at Large



Application of Payment- A Reminder About ORS 90.220(9)

By Bradley S. Kraus, Partner at Warren Allen LLP

With the March 1 deadline come and gone, the landlord/tenant world continues to return to some semblance of normalcy. Due to the same, large debts remain due, and bewildered landlords are rediscovering previously enacted laws governing how and where to apply tenants' payments. I'm talking about ORS 90.220(9), affectionately known as the "application of payments statute" in the ORLTA.

Prior to ORS 90.220(9), any payments received from tenants could be applied in the manner described in the rental agreement. If the rental agreement was silent, the landlord could simply "fill the bottom of the barrel first." During COVID, amounts had to be applied first toward the current month's rent, thanks to SB 282. With ORS 90.220(9), the legislature requires landlords to apply payments received by tenants in a predetermined order. Pursuant to ORS 90.220(9), any payments received from your tenants must now be applied as follows:

- " (A) Outstanding rent from prior rental periods;
- (B) Rent for the current rental period;
- (C) Utility or service charges;
- (D) Late-rent-payment charges; and
- (E) Fees and charges owed by the tenant under ORS 90.302 or other fees or charges related to damage claims or other claims against the tenant."

At first glance, the statute is pretty straight forward. However, when put into proactive, the statute causes waiver problems galore, especially when tenants carry arrearages from one month to the next. A simple example will illustrate the waiver problem:

Terry's monthly rent is \$1,000.00. If Terry pays only \$500.00 in January, and the landlord accepts it, a partial payment has been created. If Terry thereafter pays \$1,000.00 in February, \$500.00 of that would first go to January's outstanding balance. The remainder could then either be applied to February's rent (thereby creating another partial-payment issue) or returned pursuant to ORS 90.414 (thereby preserving the landlord's non-payment termination rights under ORS 90.394).

Simple enough...right? Not so fast! Here's where it could get complicated...

Terry's monthly rent is \$1,000.00, but Terry also owes the landlord utilities every month (and hasn't paid them for more than 10 months, causing a utility arrearage of \$600.00). Terry also hasn't paid his rent on time for the past 10 months, incurring a \$100.00 late fee each month. Accordingly, Terry's ledger

balance, including his January and February unpaid rent, is \$3,600.00. Yikes!

Let's say that Terry tenders a payment of \$1,500.00, which the landlord accepts. The landlord wrongly assumes that, due to Terry's large balance, \$2,100.00 (of the \$3,600.00 balance) is still owed for rent. Accordingly, the landlord serves a Non-Payment of Rent Notice, Terry fails to cure, and the landlord files an FED. The parties then appear at the first appearance, and a tenants' attorney appears on Terry's behalf, demanding a dismissal (due to the waiver problem) and \$750.00 in attorney fees. Unfortunately, the tenants' attorney's position is legally sound, and the landlord is in trouble.

Why? Remember, due to the application-of-payments statute, the first \$1,000.00 applied to January's outstanding rent due. The remaining \$500.00 then applied to February's outstanding rent, regardless of how much money Terry owed. Maddening, right?

So, what can be done to prevent such a disastrous outcome? While every situation must be analyzed on its own merits, some best practices can be articulated. First, landlords must know how the application-of-payments statute works in practice. This can be difficult when the landlord's ledger software merely throws payments at the oldest (or total) balance. Second, landlords should protect themselves (and their books) by serving valid for-cause notices. Third, if the landlord desires to accept a partial payment, the parties should execute a partial-payment agreement, in order to protect the landlord. Finally, prior to service of any non-payment-or-rent notice upon tenants who carry a substantial balance, landlords should look at their ledgers and determine whether or not, in the current month, a payment of larger than the outstanding previous month's rent was made. If so, the application of payments statute may negate the landlord's ability to serve a non-payment-of-rent notice, and a for-cause notice may be the only remaining option.

While it's difficult to discuss and outline every possible way ORS 90.220(9) can complicate your life, knowing that the statute exists is half the battle. Once you acclimate yourself with the statute, and understand its practical effects, you can better protect yourself from potential waiver issues.

Bradley S. Kraus is an attorney at Warren Allen LLP. His primary practice area is landlord/tenant law, but he also assists clients with various litigation matters, probate matters, real estate disputes, and family law matters. You can reach him at Kraus@warrenallen.com or at 503-255-8795.



How to Mitigate Escalating Charges Against Tenant Security Deposits

by Renee Engelen

As a professional property manager, I am committed to balancing the legal and ethical obligations to residents of rental dwelling units; providing safe and habitable housing, while simultaneously serving the owners' financial interests. When landlord's and tenant's opinions do not align, conflicts often occur - sometimes, to a level of irreconcilable differences.

However, those conflicts can often be avoided through thoughtful communication, and frequent dialogue. In this article, I want to share my observations and suggestions for fostering that communication and seeking balance; even more important during this financially challenging time.

Effects of Inflation on Dispositions of Security Deposits

In my area of management, repairs of wall damage for a standard one-bedroom, 750 square foot apartment was on average \$700. The same repair is now pushing upwards from \$1,250 to \$2,000 and that doesn't include the arm twisting just to get your trades people to show up in a reasonable amount of time so you have a rentable unit! Even under ordinary circumstances, a vacating tenant might be outraged at finding \$700 charged against their security deposit; condemning the landlord and manager alike for the charges in what they will likely claim to be the surrender of a unit in better condition than when they moved in. By the time the security deposit disposition has been mailed, there is little one can do but field angry calls and threats of lawsuits.

However, landlords and tenants alike can benefit greatly by taking proactive steps long before a vacancy, thereby mitigating unwelcome surprises.

Communicate

It is not a novel concept that good communication leads to good relationships. By far and away, having open communication with your tenants is the best way to avoid conflict. In the real estate rental business, it begins with showing the dwelling and the written lease. Setting clear standards, communicating expectations and not making undocumented / verbal agreements is the best way to avoid disputes later on.

At the time of the showing, listen to the questions a

prospective tenant asks and do not be afraid to answer their questions directly. Common questions may be regarding mounting art or televisions to walls; changing wall color or adding curtain rods and curtains. While wooing a prospective tenant, we may be tempted to gloss over certain policies. You are in salesperson mode and want them to sign a lease for your property. However, it is important at this time to be explicit in what your policies and expectations are.

Sharing what certain repairs may cost is the best deterrent to unpleasant surprises for you both. Take copious notes because, despite your best efforts, you cannot recall every detail of your meeting after a couple years of tenancy. I also find it helpful at this time to mention that before they vacate, you will offer them an opportunity to have a "Pre-Exit" inspection to discuss how certain items will be addressed and to actually share what you find to be common damages at the time of move-out.

The Lease

Remember, everything is great ... until it isn't. The time to combine your expectations and your verbal discussions leading up to a lease into written terms. To help mitigate disputes over damages, in advance, I include with all leases an addendum to explain some of the common differences between damages and ordinary wear and tear in which conflict occurs. I outline general descriptions of some common damage disputes and tenant responsibilities, and relate referenced damages to average costs of repair. By creating a written understanding, in advance and as part of the lease, we are best positioning the relationship between landlord and tenant to minimize confusion and conflict at the termination of their tenancy; when little can be done but argue over what is ordinary wear and tear vs damage.

Every property is different; if standard lease house rules do not include some of the unique qualities and your expectations, you must add a document to your lease to explain the additional rules. Examples might include the use of a pool, garden use and care or even city imposed watering restrictions.

A Picture is Worth a Thousand Words

Taking the time to conduct a detailed move-in report with clear photographs of conditions, both good and bad, are in

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many ways the most important thing you can do to guard against security deposit deduction disputes. After a few years of residency, neither landlord nor tenant will be able to clearly remember the scratch on the hardwood floor as a prior condition without a clear record and if you do end up in court, you must have proof of the condition at the time they took possession.

After carefully comparing before and after conditions, landlords should notify the tenant in advance of any deductions. Communicating what a tenant can expect early on, and before the disposition check is mailed, may help to avoid an angered response when a check arrives that is less than what they paid in security deposit. A written explanation of why there are charges and what steps the landlord engaged in to remedy the situation are always helpful. It is very difficult to get contractors to return calls these days, much less timely, and reasonably repair items. However, if a repair expense is large, it is a good practice to obtain at least two estimates for the work in the event you end up in small claims court. If a battle over charges takes you to court, the judge might look upon you unfavorably if your only repair receipt is from your cousin Vinny, even if Vinny gave you a sweetheart deal.

During the Tenancy

Even the most well-intentioned tenants can cause damage to a building and therefore should be reminded to not undertake measures to repair or alter your property without your advance written approval at any time during their tenancy. While repairs to holes or other alterations fall under the category of damage, I have far too often seen even the most conscientious tenants create more damage in their attempts to correct a condition. A common example are those who improperly spackle holes, using too much spackle to “patch” small nail holes. The result is even more damage to correct the repair.

Another common mistake is when a lease calls for professional carpet cleaning at termination. Tenants often think they can “do-it-themselves” using a drug store machine only to discover they have damaged the fibers. Drug store machines use a lot of water which will mat the fibers. An addendum that restricts a tenant from conducting repairs without prior approval, and requiring them to use a professionally licensed and bonded company will help to prevent them from making such mistakes.

Landlords can create dialogue throughout the tenancy by conducting annual inspections of the dwelling to assure it is maintained in a clean and safe condition. While conducting a routine safety inspection, you might observe potentially costly repair matters that can be addressed with your tenant while they are in occupancy. Failing to clean window sills of soot and dust can erode paint, leading to costly damages down the road. If you see the fireplace is being used, point out that use of candles and fireplaces leave a sooty residue that can lead to costly cleaning and repainting of interiors. Refrigerator coils should remain free of dust build up to avoid strain on condensers, shortening the appliance’s lifespan. Drippy faucets can drive up your utility bills but also lead to rust stains on porcelain surfaces.

Failure to have regular conversations with your tenants about such matters will only lead to arguments at the end of their lease over whose responsibility the repair falls under.

Annual checks of smoke and carbon monoxide detectors, plumbing, appliances, doors and windows will not only assure your building is cared for and your tenants safe, but will help to avoid more costly repairs for you both down the road.

Right to an Initial Inspection

California Civil Code 1950.5(f), requires a landlord (or their agent) to provide a written notice informing a tenant of their rights to a pre-exit inspection. This notice must be provided to a tenant when you receive a Notice to Vacate by the tenant or if you serve a Notice to Vacate upon the tenant. Failure to provide written notice forfeits the right to recover damages against a security deposit to the vacating unit.

Although it is optional, tenants should always be encouraged to opt in for the inspection. There is no requirement the tenant be present, and it is the very best way to responsibly avoid security deposit deductions and disputes. It is the role of a responsible landlord to communicate to the vacating tenant that it is the last opportunity for them to make repairs, and that once the unit is surrendered, they will no longer be allowed to enter the property or initiate repairs. During the inspection, or after reviewing the results, you will have the opportunity

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How to Mitigate Security Deposit Charges Cont.... CONTINUED FROM PAGE 8

to discuss the obligations under their lease such as cleaning requirements, damages that were visible during the inspection and methods of repair.

I generally begin my inspection process by explaining the limitations of my inspection and ask if there is anything they are aware of that changed during their tenancy so we can discuss the responsibility and measures needed to repair it. We have all had an impulse at one time or another to rearrange our furniture to hide a carpet stain when expecting company. Naturally, we all want to put our best foot forward. Your tenants are no different. If the dwelling is still furnished or there are piles of moving boxes stacked throughout the unit, be sure to point out that a pre-exit inspections' purpose is to discuss any concerns but that your inspection is limited to what you can see without rearranging the furnishings. Encourage the tenant to use it as an opportunity to have a direct and open conversation about what changed during a tenancy. Common conditions are stains to hardwood from a planter that didn't have a proper moisture barrier, or scratches from furnishings. If lighting is bad, point out that it may be difficult to clearly determine if there are damages while explaining that dirty walls can lead to the need to completely clean and repaint the interior. If slat style window coverings are in the open position, explain if you will charge to replace them if bent, broken or dirty.

The Disposition of Security Deposit

Landlords who have the urge to remodel their property at a vacating tenant's expense will quickly find themselves in court defending an unfair practices lawsuit and possibly subject to treble damage awards. However, even the most well-intentioned landlords may find themselves scrutinized over charges that are legitimate damages. Having communicated with your tenants before and during their tenancy, you will hopefully have framed the expectations in advance of their departure, thereby avoiding some common and foreseeable damage claims. Despite all your efforts, damages often and unfortunately happen.

Even the best landlord / tenant relationship can quickly sour over a security deposit dispute so landlords should always try to weigh their expectations against that of the tenants. Did you clearly define your expectations with written lease provisions? Have you communicated what you will assess to them in advance? Do they understand

the approximate value of the impending repairs? Have you absorbed any of the repair costs against the term of their tenancy and as a measure of goodwill?

Lawsuits, even in a small claims court, are costly to both. To be effective in winning your argument/case, you will need to provide clear evidence of before and after conditions, cost of repair, and contractual obligations. The costs of preparing for a court case result in a lot of your time preparing the file and answering the summons. By evaluating your position, as seen through a judge or pro tem, you might be persuaded to weigh the cost of the pursuit of the claim vs the damages themselves.

While preparing your disposition, take those factors into account. It is also helpful to add a cover letter to your disposition that illustrates the actual costs, what you absorbed, and what you might feel you are otherwise entitled to. Most tenants have never engaged in the exercise of repairing property items and therefore need to be educated on what the costs to repair are. As an example, sometimes I see appliances that were new at the time the tenancy began, now scratched or dented. Tenants rarely know in advance it is sometimes more costly to replace a couple panels than to purchase an entirely new one. If you have the original receipt for an item, include it, so there is a comparison.

Whenever possible, a landlord should always show goodwill to the tenant, especially if the tenant has been in occupancy for a significant amount of time; covering portions of damages, especially if it can be done in the course of conducting other repairs.

Renee Engelen is the president of the Professional Property Managers Association of San Francisco and President of HRH Real Estate Services Corporation, serving the rental industry. She has been active in Property management for almost 40 years and has owned and operated motels and hotels nationwide. HRH Real Estate Services Corp provides leasing, property management, sales and development services within the SF Bay Area. For more information, call (415) 810-6020.



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RENTAL HOUSING ALLIANCE OREGON-VENDOR MEMBER LIST

| CATEGORY | COMPANY | CONTACTS | EMAIL | PHONE |
|--------------|---------------------------------------|-----------------------|--|----------------|
| 1031 | Beutler Exchange Group LLC | Mark Adams | mark@beutlerexchange.com | (503)748-1031 |
| 1031 | 1031 Capital Solutions | Richard Gann | rick@1031capitalsolutions.com | (503)858-7729 |
| 1031 | Peregrine Private Capital Corp. | Robert Smith | rs@peregrineprivatecapital.com | (503)241-4949 |
| 1031 | Real Estate Transition Solutions | Austin Bowlin | aabowlin@re-transition.com | (206)909-0037 |
| Accounting | Balancing Point, Inc. | Sandra Landis | s.landis@balancingpt.com | (503) 659-8803 |
| Accounting | Cobalt P.C. | Adam Abplanalp | adam@thecobaltgrp.com | (503)239-8432 |
| Attorney | Bonnie Marino Blair Attorney | Bonnie Marino Blair | bmarinoblair@gmail.com | (503)771-0801 |
| Attorney | Broer & Passannante, P.S | Mark Passannante | markgpassannante@gmail.com | (503) 294-0910 |
| Attorney | Charles A kovas Law Firm | Charles Kovas | Charleskovaslaw@gmail.com | (503) 504-0639 |
| Attorney | Law Office of Joe Kaufman | Joe Kaufman | jgkaufmanlaw@gmail.com | (503)722-3850 |
| Attorney | Scott A McKeown, PC | Scott A McKeown | scottmckeown@comcast.net | (503)224-1937 |
| Attorney | Timothy Murphy, Attorney at Law | Timothy Murphy | tim@oregonlandlord.net | (503) 550-4894 |
| Attorney | Warren Allen, LLP | Jeffrey Bennett | bennett@warrenallen.com | (503) 255-8795 |
| Cleaners | Americlean, Inc. | David Porter | americleaninc@gmail.com | (503) 939-6077 |
| Cleaners | Fresh Aire Office Deodorize | Ed Winkler | corporate@freshaire.com | (503) 624-7807 |
| Consultant | CLEAResult-Energy Trust Oregon | Eric Falk | eric.falk@clearesult.com | (541) 954-8412 |
| Contractor | Advanced Construction & Repair | Jordan Barkhuff | jordan@advancedconstructionpdx.com | (503) 841-1323 |
| Contractor | Arthur Donaghey Construction LLC | Arthur Donaghey | arthurdonaghey@gmail.com | (541) 870-3540 |
| Contractor | Clear Water Construction Services | Dale Hosley | daleh@cwcsnw.com | (503)974-6654 |
| Contractor | ReNew-it LLC | Emanuel Hurtado | renewitrefinishing@gmail.com | (503) 320-2225 |
| Contractor | Rental Housing Maintenance Services | Gary Indra | garyindra@rentalrepairs.com | (503) 678-2136 |
| Contractor | TRC supporting Energy Trust of Oregon | Maren McCabe | maren.mccabe@lmco.com | (877)510-2130 |
| Drains | Apollo Drain & Rooter Services | Karen Johnson | karen@apollodrain.com | (503) 395-0900 |
| Electricians | Squires Electric | Trina Latshaw | trina@squireselectric.com | (503) 252-1609 |
| Energy | TRC supporting Energy Trust of Oregon | Maren McCabe | maren.mccabe@lmco.com | (877)510-2130 |
| Evictions | Action Services | Wally Lemke | wally@wallylemkellc.com | (503) 244-1226 |
| Evictions | Landlord Solutions, Inc. | Sam Johnson | sam@landlord-solutions.com | (503) 242-2312 |
| Flooring | Contract Furnishings Mart-Portland | Patrick VonPegert | Patrick.Vonpegert@CFMfloors.com | (877) 656-5232 |
| Flooring | Contract Furnishings Mart-Beaverton | Nicole Dehaan | Nicole.Dehaan@CFMfloors.com | (503) 207-5230 |
| Flooring | Contract Furnishings Mart-Clackamas | Robin Day | robin.day@CFMfloors.com | (503) 656-5277 |
| Flooring | Contract Furnishings Mart-Gresham | Roger Harms | Roger.Harms@CFMfloors.com | (503) 328-7260 |
| Flooring | Contract Furnishings Mart-Hillsboro | Rebecca O'Neill | Rebecca.Oneill@CFMfloors.com | (503) 716-4848 |
| Flooring | Contract Furnishings Mart-Tigard | Jim Path | Jim.Path@CFMfloors.com | (503) 542-8900 |
| Flooring | Contract Furnishings Mart-Tualatin | Brett Tohlen | brett.tohlen@cfmfloors.com | (503)471-9910 |
| Flooring | J & B Hardwood Floors, Inc. | Darinda Cripps | rindycripps@comcast.net | (503) 756-0964 |
| Garage Doors | ProLift Garage Doors of Portland | James Ball | jbball@proliftdoors.com | (503) 308-6096 |
| House Mover | Emmert Development Company | Terry Emmert | twemmert@emmertintl.com | (503) 655-9933 |
| HVAC | Mt. Hood Ductless | Aaron McNally | mthoodductless@gmail.com | (503) 858-9804 |
| HVAC | Pacific Ductless | Sara Bainard | sbainard@pacificductless.com | (503) 233-5360 |
| HVAC | Pyramid Heating & Cooling | David Salholm | Dsalholm@pyramidheating.com | (503) 786-9522 |
| Inspections | Soil Solutions Environmental | Ray Berardinelli | bizdev@soilsolutionsenvironmental.com | (503) 234-2118 |
| Insurance | Larry Thompson Agency, Inc. | Larry Thompson | THOMPS4@amfam.com | (503) 924-2200 |
| Insurance | State Farm Insurance | Paul Toole | paul.toole.byec@statefarm.com | (503) 655-2206 |
| Insurance | Stegmann Agency | John Sage | john.lstegmann@farmersagency.com | (503)667-7971 |
| Landscaping | Oregon Tree Care | Damien Carre | info@oregontreecare.com | (503)929-9437 |
| Landscaping | Bernhard Landscape Maintenance | Phil & Kayla Bernhard | philbernhard@gmail.com | (503)515-9803 |
| Laundry | Wash Multifamily Laundry Systems | Edward Coon | ecoon@washlaundry.com | (971)808-7828 |
| Locksmith | DBA Pacific North West Locksmith | David Bevans | | (206)859-7073 |
| Lighting | Kay L Newell LLC | Kay Newell | kay@sunlanlighting.com | (503) 281-0453 |

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RENTAL HOUSING ALLIANCE OREGON-VENDOR MEMBER LIST CONT'D

| CATEGORY | COMPANY | CONTACTS | EMAIL | PHONE |
|------------------|--------------------------------------|--------------------|--|----------------|
| Maintenance | RentalRiff | Phil Schaller | phil@rentalriff.com | (503)442-3944 |
| Marketing | Showdigs | Daniel Yahav | daniel@showdigs.com | (503) 462-4334 |
| Media | Insight Reporting | Eric Kilgore | ekilgore@insightreportingllc.com | (503) 662-6265 |
| Media | Rental Housing Journal, LLC | | terry@rentalhousingjournal.com | (480) 454-2728 |
| Mold | Real Estate Mold Solutions | Lynne Whitney | lynne@realestateroofing.com | (503) 284-5522 |
| Mortgage | Arrow Home Loans | Stuart Gaston | stuart@arrowhomeloans.com | (503)913-3285 |
| Mortgage | Northwest Bank | Angela DeVita | angela.devita@northwestbank.com | (503)905-3210 |
| Pest Control | Frost Integrated Pest Management | David Frost | thefrosty12@yahoo.com | (503)863-0973 |
| Pest Control | Northwest Pest Control | Bruce Beswick | nwpestcontrol@aol.com | (503) 253-5325 |
| Property Manager | 24/7 Properties | Doug Moe | doug@247Prop.com | (503) 482-0500 |
| Property Manager | Acorn Property Management, LLC | Katie O'Neal | katie@acornpm.net | (971)352-6760 |
| Property Manager | Action Management, Inc. | Wendy Samperi | actmgtinc@gmail.com | (503) 760-4026 |
| Property Manager | Bluestone & Hockley Realty, Inc. | Cliff Hockley | chockley@bluestonehockley.com | (503) 222-3800 |
| Property Manager | Evergreen Property Mgmt | Cyndi Strandberg | cyndi@evergreenpropertymgmt.net | (503)658-7843 |
| Property Manager | Fox Management, Inc. | Tressa Rossi | tressa@foxmanagementinc.com | (503) 280-0241 |
| Property Manager | Gateway Property Management | Jerad Goughnour | jerad@gatewaypdx.com | (503) 789-3212 |
| Property Manager | Kay Properties & Investments | Dwight Kay | dwight@kpi1031.com | (855) 466-5927 |
| Property Manager | Legacy Property Management | Abraham Walsh | awalsh@legacynw.com | (503)765-9479 |
| Property Manager | Mainlander Property Management Inc. | Chris Hermanski | chris@mainlander.com | (503) 635-4477 |
| Property Manager | Micro Property Management | Jeannie Davis | jeannie@micropropertymgmt.com | (503)688-8298 |
| Property Manager | PropM, Inc. | Michelle Wrege | michelle@propmhomes.com | (888) 780-2938 |
| Property Manager | Real Property Management Solutions | Dan Hayes | danhayes@realpmsolutions.com | (971) 703-7115 |
| Property Manager | Sunset Valley Property Management | Veronica Wilson | sunvall.p.m@gmail.com | (503)856-4197 |
| Property Manager | Tangent Property Management, Inc. | Ann-Marie Lundberg | lundberg@tangentpm.com | (503) 594-2010 |
| Property Manager | The Alpine Group | Tiffany Laviolette | tiffany@alpinepdx.com | (503) 816-5862 |
| Property Manager | The Garcia Group | Ron Garcia | ron@garciagr.com | (503) 595-4747 |
| Property Manager | Tri County Management LLC | Jennifer Endres | tricitymanagementllc@gmail.com | (503)929-3799 |
| Property Manager | Uptown Properties | AJ Shepard | aj@uptownpm.com | (360)772-6355 |
| Property Manager | Voss Property Management | Richard Voss | realtvrv@aol.com | (503)286-5826 |
| Property Manager | V2 Properties | Melissa Jamieson | melissa@v2properties.com | (503)665-1565 |
| Real Estate | Dolphin Real Estate LLC | Loren Joling | loren@drellc.us | (541) 272-1967 |
| Real Estate | HFO Investment Real Estate | Greg Frick | greg@hfore.com | (503) 241-5541 |
| Real Estate | Kay Properties & Investments | Dwight Kay | dwight@kpi1031.com | (855)466-5927 |
| Real Estate | Liz C Real Estate Investments LLC | Liz Carpenter | liz@lizcrei.com | (503) 698-6566 |
| Real Estate | Premiere Property Group LLC | Denise Goding | denisegoding@gmail.com | (503) 336-6378 |
| Real Estate | Realty Solutions, LLC | Gabby Tyer | gabby@realtysolutionspdx.com | (503)702-0393 |
| Restoration | D & R Masonry Restoration, Inc. | Ray Elkins | ray@drmasonry.com | (503)353-1650 |
| Restoration | Water Bear Restoration | Jake Ramirez | jake@waterbearinc.com | (503) 554-0417 |
| Roofing | Real Estate Roofing & Mold Solutions | Lynne Whitney | lynne@realestateroofing.com | (503) 284-5522 |
| Tenant Screening | National Tenant Network | Marcia Gohman | mgohman@ntnonline.com | (503) 635-1118 |
| Utilities | City of Gresham | Eric Schmidt | rentalinspection@ci.gresham.or.us | (503)618-2252 |
| Windows | Goose Hollow Window Company, Inc. | Mary Mann | marymann@goosehwc.com | (503) 620-8608 |

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Holiday Safety

As the Holiday Season approaches, Tualatin Valley Fire & Rescue wants to encourage you to take safety measures to ensure you and your family has a safe and happy celebration.



Holiday Lights

- ◆ Use only UL approved lights.
- ◆ Always use indoor lights/inside & outdoor/outside.
- ◆ Never use light sets with broken or missing sockets, and/or frayed or cracked wires. Any one of these hazards may cause an electrical shock or fire.

Candles

- ◆ Place candles on candle holders that are sturdy, uncluttered, and are unable to be knocked over by people or pets.
- ◆ Keep candles away from things that can burn such as curtains, decorations, trees or paper.
- ◆ Always extinguish candles before leaving the room or going to bed.
- ◆ Never leave candles unattended.
- ◆ Keep matches and lighters out of the reach of children.
- ◆ Better yet, use battery operated candles.



Holiday Trees

- ◆ Select a fresh tree. It should be green and the needles hard to pull from the branches. If the needles do fall off easily - - - the tree is too dry.
- ◆ When you get home, make a fresh cut on the base of the tree and place in the tree stand.
- ◆ Water immediately and daily as needed.
- ◆ Place your tree away from heat sources and dispose of your tree by recycling it.
- ◆ Never burn your tree in the fireplace.



Decorations

- ◆ Keep decorations away from open flames such as candles and fireplaces.
- ◆ Never burn wrapping paper and/or plastics in the fireplace due to high flammability and/or off-gassing.

For more fire safety tips,
visit www.tvfr.com