

No High-Def Wiring? Landlord Must Allow Tenant’s Dish

Q. I live in an old apartment complex. I would like to purchase a big new flat-screen TV for my living room, but have encountered a stumbling block.

The landlord has referred me to the DIRECTV agent who services our buildings, but he says he can’t give me high definition until the owners improve the wiring. And when I ask the manager, I get the runaround.

My unit has a large private deck where I could easily mount a satellite dish and run the wires directly into my apartment, thus bypassing the present wiring. I heard a year or two back about a law that should apply to a situation like mine - permitting a tenant to independently contract for individual cable or satellite television despite any exclusive arrangements by the apartment ownership. Could you provide me a citation to this statute or ordinance and give any clarification of my options?



A. Your memory has served you well - just about a year ago, the Federal Communications Commission issued a final regulation that forbade owners of multi-unit residential buildings from entering into “exclusive” deals WITH AUDIO AND VIDEO PROVIDERS. The theory behind the rule, which was opposed by apartment industry lobbying groups, was that exclusive arrangements kept healthy competition from flourishing, thereby making it more expensive for tenants to receive their programs. The apartment industry argued to the contrary, claiming that exclusive deals resulted in more competition, for the exclusive deal itself, and that the price savings would be passed on to the tenants. Importantly, the regulation decreed that any existing exclusive arrangements would no longer be enforceable. However, here is where your situation and the regulation you remember part ways. Your wish - to receive high-def TV- wouldn’t necessarily be solved by invoking the FCC rule and calling a different cable provider (whom your landlord wouldn’t necessarily have to let into his building-the ban on exclusive contracts didn’t mean that every cable company has the right to enter the building). You’d still face the roadblock of the antique wiring. You have, instead, hit upon a different solution, which is to rely on your right to receive satellite transmissions independent of any wiring in the building or existing cable deals between the owner and a cable company, exclusive or not. Since 1996, the year the Federal Telecommunications Act was passed, landlords cannot unreasonably interfere with tenants’ rights to mount an antenna within their exclusive rented space. You can learn the specifics of this rule by going to the FCC website (www.fcc.gov) and typing “Over-the-Air Reception Devices Rule” in the search box.

Filtering Out Smokers



According to Rich Sommer, an independent rental owner in Stevens Point, Wisc., asking applicants up front whether or not they smoke can clear the air about a no-smoking policy.

During a prospective resident’s first phone call or visit to the community, Sommer asks, “Do you smoke?” Even if they say “only outside,” he tells them that he rents only to non-smokers. “Yes, some callers get upset,” Sommer said. “We also ask about the smoking habits of everyone who will be living in the apartment and explain that their guests cannot smoke in the building, either.”

Sommer said this line of questioning causes him to eliminate many potential residents. “It is almost like asking callers if they will have any money to pay the rent,” Sommer said. “Their answer right there may eliminate a lot of people. They may have two jobs, make \$900 a month and are calling on a \$600 apartment. With no smoking, no pets and the requirement to have money to pay the rent, we continue the conversation with only about one in 10 callers.”

Sommer said the positive side to leasing in a no-smoking community is that he can promote his smoke-free policy to current and prospective residents.

“When we get the right people on the apartment tour, we point out that they will not have to deal with smoke odors or pet sounds or odors, and they appreciate that,” Sommer said. “When you fill your community with residents who don’t smoke, the policy is easy to enforce, because no one is lighting up.”

Sommer said one of his residents recently wanted to add a roommate to his lease. “The roommate had no problem with the size of the apartment or the rent increase, but we later learned that the roommate smoked,” Sommer said. “So, we ended the lease with our 30-day notice clause and then had to re-rent the apartment. This can happen, but it won’t happen frequently if the owner sets the right tone in the no-smoking policy from the beginning.”

**Article written based on a message Rich Sommer posed on NAA’s IRO list Serve at www.naahq.org*

Eviction Enlightenment

The Check was NSF?!

You had a 3 Day to Pay. The tenant paid, but the check came back NSF. Do you have to do a new notice, or is the prior notice still valid?



Answer.

Your prior notice is reactivated. You might want to issue a new notice if you are now into the next month so you can include that month as well, but it is not necessary.

**LT Services, 800-241-1500*

ORCA ♦ WISDOM ♦

If you don't have a sense of humor, you probably don't have any sense at all.

Household Cleaning Quick-Tip:

Glass bits Cleanup: Tiny, shattered shards and bits of glass can be picked up easily by patting the area with a piece of fresh bread (or a bun). Fold a piece of bread in half so you have some extra padding before pressing down and dabbing on the glass bits—you don't want to cut yourself.

Shiny Shower Doors: Try rubbing baby oil or shaving cream on your clean shower doors to keep them shiny and fog free. Shaving cream can also be used to remove built up soap scum on shower doors, walls and fixtures. Did you also know that using car wax on shower walls and tiles helps prevent hard water deposit buildup and spots? Don't wax a bathtub or shower floor though as it makes things too slippery and can cause injury.

Loyalty is Beyond Price

Far too many managers figure the only way to gain staff loyalty is to buy it. Of course money is important, but there is another way to gain employee loyalty that doesn't cost a thing: employee recognition.

According to studies in employee motivation by Dr. Kenneth Kovach at George Mason University, the second-biggest motivator for employees is recognition. (Number one is interesting work.)

Employee recognition is relatively cheap, yet it has a tremendously high payoff in terms of morale, reduction in staff turnover and, most important, customer satisfaction. Part of the problem is that it's hard to find creative ways to recognize employees. Plus, managers tend to make employee recognition a scattering of random events rather than an ongoing process. Fortunately, there is a systematic ongoing process for recognizing employees that goes far beyond an isolated slap on the back: customer service team meeting.

A customer service team meeting is a monthly, 90-minute in-house forum where managers and employees discuss how to enhance the customer experience. Of five elements that are covered in a meeting, one of the most motivating is what I call service legends. At this point in the meeting, managers point out specific incidents where certain employees have provided exceptional service, the employees are asked individually by the manager to share the details of the incident with everyone and why they did what they did. Then the whole group joins in a round of applause for the person.

That's recognition based on service, not seniority. And the approval doesn't just come from the employees' supervisors, but from their peers. Most important, the stories that emerge become your own in-house parables that serve as wonderful learning examples for everyone. In other words, the meeting's service legends component transforms recognition into part of your ongoing education process that people learn from.

Everyone wants to do well, and be recognized for doing so. You'll warm the hearts and win the loyalty of your team members when you take the time—and have a process—to recognize actions that merit talking about. It doesn't cost a thing, and in this marketplace it just may make you the employer of choice.

FAIR HOUSING Q & A
BY KING COUNTY OFFICE OF CIVIL RIGHTS

Q. Can apartment management require disability caregivers to be screened? What if they refuse?

A. For live-in caregivers, yes you can. For non-live-in caregivers, likely no, unless you conduct screening of everyone who works for tenants (and even then such a policy would likely affect people with disabilities more often than non-disabled folks, so might have a discriminatory "disparate impact" on individuals with disabilities). If you do screen live-in caregivers, only screen them for appropriate areas (for example, screen for criminal record, but not ability to pay, because the caregiver is not a lessee). If you screen all live-in caregivers, you should permit a tenant who needs to hire a caregiver immediately in order to maintain himself and the tenancy to do so, and then screen the caregiver following the hiring. You can deny residency to anyone who refuses to be screened.

Q. If a live-in caregiver who is screened turns out to be a criminal, can management deny them housing or make the caregiver (not the resident) move out?

A. State and federal discrimination laws don't address this (it varies state to state). It may depend on whether the caregiver is live-in or comes in periodically to provide services. If you check the criminal record of prospective tenants, you likely can check for criminal records for live-in caregivers, and deny them "tenancy" with the disabled tenant.

For a non-live-in caregiver, you might still be able to check criminal records, but only if you check the records of all individuals who are regularly employed by tenants in the building (such as cleaning services).

Q. Are live-in caregivers to be listed on the lease as an Occupant, but not as a Lessee (therefore, not responsible for the terms and financial/occupancy aspects of the lease)?

A. If the housing provider wishes to include them on the lease, it would be as an occupant and not a lessee.

Q. Should live-in caregivers sign a Live-In Caregiver Agreement?

A. No. Remember that the tenant is responsible for the caregiver's behavior when the caregiver is on the premises. If the tenant knows, or has reason to know, that the caregiver is engaging in wrongdoing, the tenant has an obligation to do something about it. If the tenant does nothing, you can take action against the tenant.

Q. Are live-in caregivers included in our occupancy maximums?

A. Yes—occupancy is determined by the actual number of people living in the unit.

Q. What happens if a disabled resident moves out and the caregiver refuses to move?

A. In some cases, a caregiver may wish to remain as a resident, so you can request that s/he submit a rental application and meet tenancy qualifications. If the caregiver refuses to move or apply for tenancy, you can follow the state landlord-tenant act process for eviction as necessary.

**Article from Benton-Franklin Rental Owners Association*

What people in the know are saying about Orca...

"Boy—you are *Fast!* Thank-you so much..."
-E. Miller, Bremerton, Washington

"Just wanted to let you know that if it is quiet from us its only because - Thanks to you and your fast responses, we are 100% rented!!!
Yeay! Thank you!"

-Connie, Lacey, Washington

