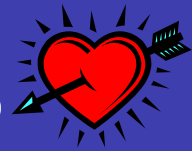




ORCA TALES



ORCA
*Property
Manager Of
The Month*

Congratulations Ceci Lopez for being ORCA'S Property Manager Of The Month!

*Ceci Lopez has been a property manager for 4 months at Sterling Meadows in Bellingham. Ceci Lopez lives in Birch Bay, Blaine and has a 15 year old daughter. The part of her job that is most pleasing is Service Learning, where they have volunteer children come in and help with office and other administrative duties. The most unpleasant part of her job is having to pick up after people. Ceci recalls having a negative experience in property management which was being called heartless. If she have one wish come true, it would be to end bigotry and discrimination. Ceci Lopez enjoys lifting weights, working on home improvements and listening to music. Her favorite Chinese proverb: "The journey of ten thousand miles starts with one step". Thanks Ceci Lopez for all your hard work and dedication.

ORCA WISDOM



"It is easier to buy political influence than to fight city hall".

BY: Larry Lick

NARPM

2003 Northwest Regional Conference

"Success Is More Than Luck"

Bow, Washington March 21st - 24th

Mark Your Calendars to attend the "NARPM 2003 Northwest Regional Conference & Vendor Trade Show"

- * **15 Local and National Vendors.**
- * **RMP Class: Applying Technology to Property Management.**
- * **MPM Class: Owner/Client Relations.**
- **Held at "The Skagit" Valley Casino Resort in Bow, Washington, 1 Hour North Of Seattle.**
- * **The Northwest's premier hotel and casino, first class accommodations.**

**FOR MORE INFORMATION CALL:
APRIL SANDERS 360-331-7100**

How Do I Divide Damages Between Departing Co-Tenants?

QUESTION:

I have a rental agreement in which the tenants are co-tenants. One of the co-tenants has lived in the house for over two years and the other one month. They have given their 30 days notice, although one tenant has already left the property. She claims the property was left sparkling clean & is not responsible for what the other tenant does in the meantime. How will I handle the damages and cleaning at the end of our contract?

ANSWER:

If both tenants were on the rental agreement, both are responsible for leaving the place clean and undamaged. Any one of your two co-tenants may be required -- by you or a judge -- to pay for all the damage and even all the rent. How the two co-tenants split up the responsibility and the attendant bill is between them. When the second tenant moves out, conduct your inspection and deduct from the deposit only those sums necessary to cover unpaid rent and damage and cleaning beyond normal wear and tear. You can safely split the balance and send half to each. When joining an existing tenancy, to avoid being charged for preexisting damage, or at least have a candid discussion with the pre-existing tenants about damage that you see when you move in.

Information obtained from NOLO Law For All www.nolo.com

ORCA: Background Investigations ~ Evictions / Collections ~ Employment & Rental Screenings
~ Internet & Spanish Applications ~

www.orcainfo-com.com ~ Email: orca@orcainfo-com.com

Wear & Tear VS. Damages

Normal Wear and Tear Damage: Security deposits can be used to repair damage for which the tenant is responsible. The landlord cannot apply the security deposit to normal wear and tear. The question is: What's the difference?

Normal wear and tear includes deterioration of the premises that occurs during normal conditions. For example, paint may fade, electrical switches may wear out and break etc. These things happen even if the tenant cleans regularly and cares for the premises reasonably. Damage occurs from unreasonable, use or accidents. Damage can include extreme build up of dirt, mold, etc. , stains on carpets, and broken windows. If the tenant wants to make changes to the premises that will remain after the tenant moves out, the tenant should do so only with the landlord's written permission. The parties can, and in some states must, take steps to avoid disputes over damage. At the beginning of the lease term, the tenant should inspect the premises thoroughly and note all problems in writing on an inspection check list. Both the tenant and the landlord should sign and date the list. At the end of the lease, the tenant should again inspect the premises with the landlord present, discuss any damage with the landlord, and check any problems found against the move in check list. For example.

Wear & Tear VS. Damages.

- Worn out keys ————— Lost Keys
 - Worn/Dirty Carpet — Torn/Stained Carpet
 - Scuffed Floors ————Badly Scratched Floors
 - Linoleum Worn Thin ———Linoleum w/ Tears
 - Worn Countertop ———Burns/Cuts in Counter
 - Faded Curtains ———Torn/Missing Curtains
- Info. From <http://rhol.org/rental/wear.htm>

Landlord Tenant Issues

Tenant Leaves-Must repaint after 6months

This is not legal advice: The information below is intended to assist owners and managers in understanding this issue. For specific legal advice, consult an Attorney.

Question: My Lease contains a clause which states that we paint our units every two years. If a tenant moves out and a unit needs painting more often, we charge the tenant for the cost of painting. One of our units was repainted immediately before the tenant moved in. After six months, he moved out and the condition of the walls was very poor. We repainted the apartment and deducted the cost from his damage deposit. Now we've received a letter from the tenants attorney threatening to sue us because I've violated the landlord tenant law. What, if anything, have I done wrong?

Answer: RCW59.18.130 sets forth the duties of a tenant under Washington's Residential Landlord-Tenant Act, Subsection (9) of that statute provides, "Upon termination and vacation, [the tenant must] restore the premises to their initial condition except for reasonable wear and tear..." Additionally, RCW 59.18.260 (regarding the collection of security and damage deposits) states in pertinent part, "no such deposit shall be withheld on account of normal wear and tear resulting from ordinary use of the premises."

As a property manager, you know that paint doesn't last forever. In fact, you are acknowledging in your rental agreement that apartments need periodic painting. If the painting occurs in accord with your two-year cycle, I assume the tenant's use of property constitutes "normal wear and tear."

Thus, should your dispute proceed to litigation, the court would be the one to decide whether the need to paint was caused by damage that exceeds "normal wear and tear." The language of your lease will certainly be a factor that the court would consider, but in my opinion, would not be dispositive. The court could rule, for example, that painting as often as every year constitutes "normal wear and tear."

Written by: Chris Benis a Real Estate attorney with Harrison Benis & Spence and a past president of AASK.

For more info. on this topic go to: [Http://www.rhamps.com/q](http://www.rhamps.com/q) and [a/paint after just 6 months. html](http://www.rhamps.com/q)