

Screening Tenants and Complying with Civil Rights Laws

A landlord may ask about an applicant's ability to comply with the terms of tenancy as set forth in the lease agreement. (For example, a landlord may ask about an applicant's ability to respect the rights and property of others.) This information should be uniformly solicited from all applicants.

As a general rule, a landlord may not inquire as to an applicant's disability.

- ◆ A landlord may not ask an applicant whether he or she has a disability or whether any member of the applicant's family, or any friend or associate has a disability.
- ◆ A landlord may not inquire about the nature or severity of any disability, nor ask any question which would require an applicant or tenant to waive the right to the confidentiality of a medical condition or medical history.
- ◆ A landlord may not require the production of any medical records.

In some Circumstances, a landlord may inquire as to an applicant's disability.

- ◆ If an applicant applies for a priority given to applicants with a disability or a certain type of disability, the landlord may require documentation verifying the disability or the particular disability.
- ◆ If an applicant applies to a housing program with units designed for occupancy by persons with particular disabilities, the landlord may require documentation to verify the qualifying disability.
- ◆ If an applicant applies to housing programs where a disability may be a prerequisite for eligibility, the landlord may require documentation to verify the qualifying disability.
- ◆ If an applicant (or tenant) requests that a landlord provide modifications or accommodations to the applicant's (tenant's) disability, then the landlord may require documentation to verify the existence of the disability and the appropriateness of the requested accommodation.
- ◆ If the information provided by or about any applicant at any time during the screening process reveals negative information relating to the applicant's ability to meet the obligations of tenancy, that applicant may be asked to explain this information as part of a uniformly applied policy applicable to all applicants. The applicant may be asked to explain the negative information even though to answer may involve revealing information about the existence, nature, or severity of a physical or mental disability.

**US Department of Housing and Urban Development, Boston*

Application of Funds Add to Your Lease

Below is the application of funds language that I add to all of the leases that I review or draft:

Tenant acknowledges and agrees that should any amount due from the Tenant under this lease or rental agreement become delinquent, including but not limited to fees, deposits, utilities, late fees, repair costs, court costs or attorney fees etc., Landlord has the right to apply any and all monies received from the Tenant (or from any other person or entity paying money to the Landlord on the Tenant's behalf for any purpose), including but not limited to payments for rent, and, notwithstanding any restrictive endorsement or memorandum on such payment, first to the delinquent amounts other than rent, and then to apply any remaining portion of such payment to rent (with the oldest due and owing rent being paid in full before crediting the funds to any current rent owing). Tenant further agrees that acceptance of rent by the Landlord from the Tenant or any person or entity of the Tenants' behalf shall not be construed in any way as a waiver of Landlord's right to enforce a previously issued notice under 59.12 or use actions of the Tenant or Tenant's guests or invitees which occurred prior to the acceptance of the rent as a basis for issuing and enforcing a notice authorized by RCW 59.12.

Article written by Attorney Randy Redford, 206-386-4800, of Puckett & Redford, PLLC. This column does not constitute legal advise. Specific problems require specific solutions.

Household Cleaning Tips...

Cleaning Louvers & Venetian Blinds: Use a soft paint brush to get in and wipe away the grime in between louvers (slats) and venetian blinds. If you do this regularly, the paint brush technique should be enough to prevent a grime buildup that will need more scrubbing power.

Carpet Pest Control: This is especially useful when moving into a new apartment or rental place before moving the furniture in. For pest control in carpets, vacuum the area thoroughly then sprinkle a generous layer of 20 Mule Team Borax over the carpet surface. With a broom, sweep the powder over the carpet so that it's covered completely with Borax. Break up all clumps. Leave the room alone for 7 days, vacuum well. The bugs and eggs should be dead and gone.

Cheap & Natural Carpet Freshener: Sprinkle carpets with baking soda and leave sit for a few hours then vacuum up. Your carpets will smell noticeably fresher.

ORCA ♦ WISDOM ♦

**When you change the way you look at
things...the things you look at...change.**

****A Smart Property Manager****

Violence In The Rental

WASHINGTON: WASH.REV.CODE ANN.§59.18.352.

This law allows a tenant to terminate a rental agreement without further obligation if the tenant notifies the landlord that the tenant or co-tenant was threatened by another tenant with a deadly weapon, the threatening tenant was arrested, and the landlord failed to file an unlawful detainer action against the threatening tenant within seven days of receiving notice of arrest.

WASHINGTON: WASH.REV. CODE ANN.§59.18.130(8)(b)(ii).

This section of the law, which prohibits all tenants from engaging in activities “imminently hazardous” to the safety of others that entail physical assaults or use of a deadly weapon and that result in arrest, states:

“Nothing in this subsection (8) shall authorize the termination of tenancy and eviction of the victim of a physical assault or the victim of the use or threatened use of a firearm or other deadly weapon.”

E-MAIL Etiquette

This is advise from a Network Administrator responsible for all the computers at a very large corporation. It is an excellent message that absolutely applies to all of us who send emails. Please read the short letter below, even if you’re sure you already follow proper procedures.

Do you really know how to forward emails? 50% of us do; 50% of us do not. Do you wonder why you get viruses or junk mail? Do you hate it?

Every time you forward an email there is information left over from the people who received the message before you did, namely their email addresses and names. As the messages get forwarded along, the list of addresses builds, and all it takes is for one person to get a virus, and his computer can send that virus to every email address that has come across his computer.

Or, someone can take all of those addresses and sell them or send junk mail to them in the hopes that you will go to the site and he will make five cents for each hit. That’s right, all of that inconvenience over a nickel!

How do you stop it? Well, there are several easy steps. Try the following if you haven’t done it before:

1. When you forward an email, DELETE all the other addresses that appear in the body of the message (at the top). Highlight them and delete them, backspace them, cut them, whatever it is you know how to do. It only takes a second. You MUST click the ‘Forward’ button first and then you will have full editing capabilities against the body and headers of the message. If you don’t click on ‘Forward’ first, you won’t be able to edit the message at all.

2. Whenever you send an email to more than one person, do NOT use the To: or Cc: fields for adding email addresses. Always use the BCC: (blind carbon copy) field for listing ALL the email addresses. This way the people you send to will only see their own email address. If you don’t see your BCC: option click on where it says To: and your address list will appear. Highlight the address and choose BCC: and that’s it, it’s that easy. When you send to BCC: your message will automatically say ‘Undisclosed Recipients’ in the ‘To:’ field of the people who receive it.

3. Remove any ‘FW:’ in the subject line. You can re-name the subject if you wish or even fix spelling.



4. ALWAYS hit your Forward button from the actual email you are reading. (You may have had to open numerous other pages before you got to the real forwarded message!)

5. Have you ever gotten an email that is a petition? It states a position and asks you to add your name and address and to forward it to 10 or 15 people or your entire address book. The email can be forwarded on and on and can collect thousands of names and email addresses.

A FACT: The completed petition is actually worth a couple of bucks to a professional spammer because of the wealth of valid names and email addresses contained therein. DO NOT EVER put your email address on any petition.

If you want to support the petition, send it as your own personal letter to the intended recipient. Your position may carry more weight as a personal letter than a laundry list of names and email addresses on a petition. (And don’t believe the ones that say that the email is being traced; it just isn’t so).

ACTUAL FACT: Most e-mail petitions that are forwarded with just a list of names are worthless because they do not fully identify the signer by street address, etc. Nor does it prove that the signer really signed it. Do not forward them.

Some of the other emails to delete and not forward are:

1. The one that says something like, ‘send this email to 10 people and you’ll see something great happen’ or sometimes they’ll say ‘something really cute will happen’. IT WON’T HAPPEN!!

2. And don’t let the bad luck ones scare you either, they should get trashed.

3. Before you forward an ‘Amber Alert’, or a ‘Virus Alert’, or some of the other emails floating around nowadays, check them out before you forward them. Most of them are junk mail that’s been circling the net for YEARS! Just about everything you receive in an email that is in question can be checked out at www.snopes.com or www.truthorfiction.com or www.factcheck.com. It’s really easy to find out if it’s real or not. If it’s not true, please don’t pass it on.

So please, in the future, let’s stop the junk mail and the viruses. Also get rid of the advertisements at the bottom of your emails! You pay for your internet why advertise free for them? If they want advertisement let them pay you to use your space!

Eviction Enlightenment

You have issued a 3-Day Pay Rent or Vacate Notice, but?

The notice has late charges and a notice fee, and your tenant only has the actual amount of the rent that is stated on the notice. Can you refuse it as it is not the full total on the notice?



Answer.

Actually, you HAVE to accept 100% of just the rent if it is tendered within the time frame of the notice.

This is the “electronic age” right?

Why waste time and money delivering or mailing a notice when you can just E-Mail it, or better yet, just fax it, that way you can be sure they got it?

Answer.

At this time neither fax nor e-mail is considered valid service of notice.

**LT Services, 1-800-241-1550 and ask for Holly*

*In honor of Memorial Day,
our office will be closed on
May 25th, 2009.*