



# Rental Agreements

# Crime Free Rental Housing Program



*Police - Community Partnership*



# RENTAL AGREEMENTS

## THE BASICS

Minimize misunderstandings and build the basis for future problem resolution.

### *Using Current Rental Agreements*

Many property managers use the same rental agreements they used years ago. However, we know that federal laws, state laws and case law constantly evolve. Using outdated rental agreements may give up your rights when it comes to court.

Utilize property management associations, legal document publishing companies and attorneys for updated rental forms. Beware of "generic" rental agreements sold nationwide!

### *Month-To-Month OR Long-Term Lease?*

Many landlords use month-to-month rental agreements to allow either party to terminate the tenancy on short notice without specifying a cause - typically 30 days. However, most landlords require longer term leases to promote stability. The key is recognizing the landlord's power of eviction with each type of document.

Regardless of agreement, tenants are not protected from enforcement action when they violate local landlord/tenant laws or do not comply with the legal provisions of their agreement. When violations of the agreement or the law occur, notices requiring corrective action can be served.

Remember the terms of your rental agreement are important, but even more effective is proper applicant screening.

### *Elements to Emphasize*

See if your rental agreement has the following provisions. If not, consider adding them. Communicate to applicants that you take the rental agreement seriously. This list is not all inclusive and represents elements that are occasionally overlooked to prevent or terminate drug-related tenancies.

1. **Subleasing is not permitted.** State statutes do not regulate subletting. Unless your rental agreement specifies otherwise, tenants *MAY* sublet.

Insert clear language that tenants may not assign or transfer the rental agreement and may not sublet the dwelling.

2. **Tenants must maintain control over the property.** Many times drug operators are not the applicants. This provision puts you in a stronger position to deal with sublet issues.
3. **Only people listed on the rental agreement may occupy the premises.** Each and every occupant must submit a completed application and pass the screening process. Note: Define "guest" and "resident" in the agreement as tenants have the right for short-term guests. Landlords may limit that ability for guests to establish residency without permission.
4. **No drug activity.** Clearly state that tenants may not allow distribution, sale, manufacture or usage of controlled substances on the premises. Other types of crimes (prostitution, assault or felony level criminal behavior) should also be added for ease of serving notice and eviction.
5. **Tenants are responsible for conduct on the property.** While on the premises, tenants are held responsible for the conduct of themselves, their children and all others under their control. Landlord/tenant laws address this issue, but adding it to the rental agreement helps.
6. **Tenants will not unduly disturb the neighbors.** Tenants are responsible for assuring anyone under their control conducts themselves in a manner that will not interfere with the neighbors' peace. At issue is the prevention of chronic nuisance behavior that impacts the community.

### ***Crime Free/Drug Free Addendum Forbidding Illegal Activity***

Many landlords attach an addendum to their rental agreements specifying crimes under state and local law that are considered a violation of the rental agreement. While the proscribed behaviors are generally against the law, spelling them out may allow you additional legal choices. *Announcing your commitment to maintaining safe housing through the use of a Crime Free/Drug Free rental addendum may discourage criminals.* A version of such an addendum accompanies this manual. Make sure to consult your attorney before implementing it. See the Crime Free/Drug Free Rental Addendum in the "Forms" section of this workbook.

### ***Pre Move-In Inspection***

Prior to signing the rental agreement, walk through the property with the tenant and make a visual inspection. Landlords may use check in/out forms, take photographs which are

signed by both parties while others may make pre-move-in videotapes. Make sure all needed repairs are documented and agreed upon by both parties. Give documentation to the tenant and keep the original. If tenants damage the property, you can prove it. This process also protects tenants from problems that predated their tenancy.

## ***Resident's Handbook***

Many apartment managers provide a handbook spelling out rules related to the property being rented. Landlord/tenant laws restrict the types of rules that can be imposed. However, property managers have successfully developed guidelines restricting excessive noise levels, defining behavior for common areas and spelling out rules for use of unique facilities such as pools or common laundry areas.

Generally, managers may set additional rules for those common areas that are "occupied" by management, not tenants. For example, managers may ask police to remove unwanted visitors who engage in fights or intimidating behavior while in the complex courtyard.

## ***Evictions***

Violations of the rental agreement are cause for eviction. Washington State has processes and rules which must be followed for a successful eviction. Landlord/tenant laws are designed to protect the rights of both parties. Follow the legal procedures, or you may be in violation of the law.

Utilize property management associations, legal document publishing companies and attorneys for updated information, forms and eviction processes. It is best not to skimp in this area. Retain the services of a specialized company and/or attorney for evictions. If you properly screen applicants and run thorough background checks, you will greatly reduce the probability of going through the expensive eviction process.

See additional information on evictions in the appendices of this workbook.

