



WILLIAMS,
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Legal Remedies

SUMMER 2011

NEWSLETTER

SPECIAL POINTS OF INTEREST:

- Rental Applications
- Employer Information
- Verification
- Judgments
- Renewing Judgments
- Garnishments
- Abandoned mobile homes
- Cash flow
- Bedbugs
- MH Parks
- Fines
- Excellent Service

Importance of a rental application

Once you have a tenant in your community you are, for lack of a more politically correct way of saying this... stuck with them. Keeping this in mind, there are a few things you can do to improve the quality of future tenants and help you collect from those tenants who end up owing you money.

If you have to evict someone and you go through all the trouble of getting a judgment, you should have the information available in your files to help you collect on that judgment.

In order to help you collect on a judgment, you will need some key information in your file. **It is very important to keep in mind that the only time you can collect this information, is when the tenant completes an application for residency. Therefore, use a comprehensive application.**

To protect yourself, you should ask for the following information in your rental application:

- Complete two year rental and employment history for all applicants; get addresses and phone numbers for all employers and former landlords.
- Current mailing address, date of birth, social security number and marital status of all adult applicants. The full names and ages of all underage occupants.
- Waiver by Applicant which provides that you can use the formation for verification and for

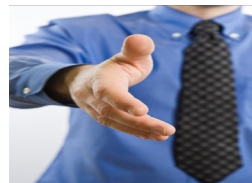
purposes of collection, if necessary

- At least one non-resident contact for each applicant should you need to notify someone of an emergency or you need to locate the tenant.

If things go wrong, and you are prepared, you have a better chance of recovering your loss and keep profits up....but only if you can find and serve the tenant and garnish the tenant's wages.

Remember that your judgment is effective for 5 years, renewable indefinitely and accrues interest at the legal rate.

Don't throw your money away. Use a complete application and keep good records. With proper notice, we can renew your old judgments and **we handle garnishments if you know where your tenant works.**



A signature counts, a handshake is not enforceable.

ABANDONED MOBILE HOMES

Most of our clients know we handle the legal process after a home has been abandoned, but you may not know why is it so important to act right away.

If there is a lender involved, state statutes only allow for 60 days rent prior to notification, if you delay you will lose money.

The mobile home will deteriorate rapidly and most owners will

not come back....so waiting is costing you money.

A notice from an attorney gets attention and will encourage someone to pay who would otherwise string you along.

If the notification process does not produce payment from either the lien holder or the owner, title to the home will

most likely end up in the parks name. The process takes an average of 72 days and the cost for this service is typically less than 2 months space Rent.

Once you have title you can sell or rent the home and start earning money on that space again.

Feel free to call Chris Francis in our office if you have questions.



A signed contract is the **BEST** type of enforceable contract.

The importance of a signed lease agreement

We already discussed the importance of a good rental application and the fact that the application can help screen tenants *and* give you information to collect a debt.

After you have determined which applicant is best qualified, the next step is to execute a written lease agreement. Remember to follow all Fair Housing Laws when determining who is the best qualified applicant.

Your lease, in addition to standard term and rate information should also include or reference any addendums and all must be signed and dated by the tenants and the landlord.

Your lease or any referenced addendum must list all monetary expectations, including but not limited to late fees, court costs, at-

torney fees, pet charges, fines, etc. These fees are only collectable and enforceable if the tenant agreed to them and the only contract that will hold up in court is a signed and dated contract.

Be sure your lease defines “fines” as additional rent or you may not be able to evict a tenant for unpaid fines.

If you have an old lease agreement that you have been using for a long time it is most likely outdated and should be reviewed by a knowledgeable attorney to make sure you are in compliance with current laws.

Any modifications you want to make after the tenant signs the lease and moves in that include fines or sanctions must be signed by the tenant to be effective.

If you are renting a dwelling unit like an apartment or park owned mobile home, be sure to do a walk through with the tenant before they take occupancy. During the walk through, write down the condition of each room and any defect that is present. If there are defects that the landlord needs to repair get the repairs done as soon as possible and clip the receipts to the walk through. **TAKE PICTURES.** This will help you reconcile the damage deposit and come to a fair and enforceable decision of how you manage the refund.

Remember, an oral contract is worth the paper it is written on — a written and signed lease is the best way to protect your **ASSETS**.

BEDBUG LAW



What a disgusting thing to have to deal with! Yet, as a landlord you will probably have to deal with the little menaces or the unlucky tenants who have them at some point.

It is best to understand what your rights and responsibilities are so that you are prepared when that happens.

ARS § 33-1319, part of the Residential Landlord Tenant Act, went into effect on July 20, 2011. That statute requires residential landlords (i.e. those who rent dwellings they own) to provide "educational materials" concerning bedbugs to their tenants. The law does not apply to the rental of a "single family residence."

We recommend to residential landlords that they not only provide "educational materials" to tenants covered by the law but that a bedbugs addendum also be signed requiring both landlord and tenant to comply with the law and imposing requirements on tenants discovering bedbugs in the home.

We have an addendum and educational materials that our clients can obtain on request by calling our office.

**“A
stitch
in time
saves
nine”
author unknown.**

Mobile Home Park Maintenance

This has become the new hot issue for AAMHO inspired ALJ complaints. Local park tenant association chapters are going around identifying what they think are violations of health and safety codes and then filing ALJ complaints with the Fire, Building and Life Safety Department. They will take photographs, sometimes staging them to look really bad in an effort to show how awful the park looks.

In a new twist, some of them have lately developed the tactic of calling the local code enforcement agency to inspect the park. Tenant representatives will escort the inspector around and induce him to write up a violation no-

tice. This seems to happen literally on the eve of the hearing. Then an effort is made to introduce evidence of the violation notice in an effort to "prove" the code violation.

Of course this is terribly unfair and really deprives the park of due process since the violation notice is merely an inspector's opinion that there is a violation. Often as these notices work their way through the local code enforcement system, many such notices fall by the wayside when it is determined the condition at issue does not violate anything. Introducing evidence of the violation notice immediately after it is issued before the local process has

really even started, at an ALJ hearing short circuits the entire system and sandbags the park.

Any park about to attend a failure to maintain ALJ hearing needs to be prepared for a last minute code violation notice engineered by tenants.

With that said, the plain fact is that some parks *are* in violation of local codes. Section 33-1434 of the MHP LTA requires landlords to keep parks in compliance with health and safety codes. Parks that fail to do so are going to be sanctioned for that failure. So keep the place maintained!

FINES

Fines. Some communities impose fines for various kinds of rule violations. Some impose them as a matter of policy, some put them into community rules, and some include them in rental agreements or special addendums like pet addendums.

Generally speaking, any monetary matters need to be included in something the tenant agrees to and signs. Since rules are usually not signed, there is no basis for a landlord to argue that the tenant agreed to payment of fines for violations. Communities with rules containing

provisions for fines or penalties should have the rules signed by the tenants. The better practice is to include a schedule of fines with a description of the offense that will trigger the fine as an addendum to the rental agreement that is signed by landlord and tenant.

While not prohibited by the Landlord Tenant Laws, fines are not sanctioned by them either. Before enforcing them a judge will need to be convinced the amount is reasonable and the violation is material. Moreover, many judges will rule that a fine is not rent and

refusal to pay a fine by a tenant cannot trigger an eviction for non payment of rent. Parks using fines to achieve compliance need to clearly state that all such fines and penalties constitute additional rent.

The better managed communities do not employ fines to get compliance. They counsel with residents, issue warning notices, follow up with the appropriate termination notice (10 day, or for MHP's 14/30) if compliance is not forthcoming, and finally file to evict the non-complying tenant if he will not comply.



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W, Z & P Legal:

Our offices are fully equipped with the latest technology. All eviction matters are processed through our custom designed computer system. Our computer system allows us to give you individualized reports based upon your specifications, we can create automated reports for you, such as "court dates," "cases pending" or "all judgments which have not been paid," etc. We utilize this technology to ensure that you are always up to date on the status of your case. Conversely, we have real, knowledgeable, human beings who answer the phone...not a computer, and you are always welcome to call if you have a question or concern.

For our mobile home community clients, our firm excels at handling home abandonments. Obtaining payment or titles through a landlord lien sale or bonded title procedure. This process allows parks to regain possession of their land and begin collecting rents again. We have developed a section of our firm to handle abandonments. We know the legal process, and can help you with your abandoned homes in a cost effective manner.

In addition to providing you with exceptional legal services, we pride ourselves on our unparalleled customer service. Whether assisting a one-time client a large management company, or individual managers our knowledgeable staff and attorneys can help. All of our attorneys and trained staff-members are easily accessible by phone or email to answer your questions. Additionally, we offer on-site, educational seminars on all landlord topics. Call us to schedule a seminar on your topic today.

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