

These two pages are Landlord Articles Excerpts

Renting to the Handicapped (*Excerpt only*)

Fair Housing is simple – do not discriminate. While this may be a basic principle, it is often not “easy” to follow, particularly in the area of handicapped or disabled persons. Many landlords often do not know or understand the legal requirements when it comes to renting to handicapped tenants, which can lead to costly lawsuits. Courts do not tolerate ignorance of Fair Housing laws and penalties can be extremely steep regarding discrimination against the disabled.

There are many Fair Housing Acts as well as Presidential Orders. The following acts are particularly important in the rental housing industry and disabilities.

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability)

The 1988 Fair Housing Amendments Act recognized the need to define and protect the rights of the disabled throughout American society.

Title II of the American Disability Act (ADA) of 1990 prohibits discrimination based on disability in programs, services, and activities provided or made available by public entities. Housing and Urban Development (HUD) enforces Title II when it relates to state and local public housing, housing assistance, and housing referrals.

Fair Housing defines “handicap” as:

- A physical or mental impairment which substantially limits one or more of a person’s major life activities
- A record of having such an impairment
- Being regarded as having such an impairment

Property owners cannot refuse to rent to a handicapped person if they are qualified to rent the property. Under ADA, owners may not inquire if a person has a disability, or ask questions concerning the nature or severity of a disability. However, they can make the following inquiries if they ask them of all applicants:

- Inquire into applicant’s ability to meet requirements of tenancy
- Inquire whether an applicant is qualified for a dwelling available only to persons with handicaps or a particular type of handicap

There are several areas regarding the disabled that can lead to trouble – one is that of assistance animals. These animals are not “pets” under Fair Housing laws and owners cannot charge “pet deposits” or increased deposits for a handicapped/disabled person who needs an assistant animal. While they cannot refuse the animal, owners can require the proper paperwork from disabled tenants or applicants before allowing the animal in the residence.

Property owners also cannot refuse to rent to handicapped tenants who require modifications ...

Raising the Rent (*Excerpt only*)

While reviewing their return on investment (ROI), many property owners think raising rents will improve the bottom line for the upcoming year. It is important to review income and expense figures on a regular basis and stay in-tune with the housing market. However, as your property management company, we know there are many things to consider when contemplating a rent increase.

Current lease

First, remember that a tenant is not the only one bound to the lease – so is the landlord. Therefore, the first thing we check is the current rental agreement to see if we can legally issue a notice to increase the rent. If there are several months left on the current lease, then more time is necessary before taking this action.

Rental Market

Then we take into consideration the current housing market. Elevating the rent, when the market is difficult, can promote an unnecessary vacancy. Bear in mind it takes 4-5 times the possible gain from a rent increase to re-rent the property, and this immediately negates the financial benefits.

The Tenant

Do you have a good tenant that you wish to keep? Is the increase worth risking the loss of this tenant? How long has the tenant been in the property? Has there even been a rent increase, and if so, when? These are important questions to consider and we do not ignore them. You also need to consider what incentives the tenant has or has not received during their tenancy that would entice them to remain in the property if served with a rent increase.

The Timing

Perhaps the rental market and the tenant will absorb more rent. If so, we try whenever possible to consider the timing for delivering a notice. We try to avoid notices during the holidays, or 30 days thereafter. People often spend too much, are emotionally volatile, have increased energy costs, or experience other problems during the winter months. Additionally, we also feel avoiding a notice when a difficult maintenance problem is in progress or remains unresolved is sensible.

The Amount

If there is a decision to raise the rent, the amount should be reasonable and in keeping with the rental market. No one is ever “happy” to receive a rent increase, but giving anyone a huge increase is definitely going to create bad feelings or a vacancy notice, no matter what circumstances are involved. Tenants may expect and in fact, accept increases, but will resist an unreasonable amount.

Caution - there are cases when losing a poor tenant can prove to be a benefit and an owner feels issuing a huge rent increase is the answer. It is extremely important that the tenant cannot view any rent increase as “retaliation” to force them to move out of the property. This strategy is definitely not wise

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