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# **“Taking Care of Business”: Winning at Lease Enforcement 101**

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# Benefits of Good Lease Enforcement

- Decrease financial losses associated with tenant damage and non-payment of rent.
- Protect your most valuable asset – your property and reputation
- Quickly and successfully remove undesirable tenants
- Reduce tenant and neighbor complaints
- Ensure that all tenants are treated equally and fairly
- Reduce your risk of lawsuits and fines caused by inaction
- Personal peace of mind

# Foundation of Lease Enforcement

## ■ Know the Law

### □ Fair Housing Act

- Federal laws prohibiting discrimination based on race, color, national origin, religion, familial status and disability.

### □ Ohio Revised Code

- State laws passed by the Ohio General Assembly and signed by the Governor.
- See Title 53 Real Property – contains information regarding landlord/tenant obligations, security deposits and rental agreement just to name a few.

### □ Local Ordinances



# Foundation of Lease Enforcement (Cont'd)

## ■ Applicant Screening Process

- ❑ Avoid a fair housing complaint by creating a written tenant selection policy which standardizes leasing criteria
- ❑ Ask the right questions on the applications and in accordance with the laws
- ❑ Landlord References
- ❑ Background Checks
- ❑ Credit Reports
- ❑ Income Source(s)

*Effective screening identifies potential problems so the landlord can make an informed decision.*

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# Foundation of Lease Enforcement

## (Cont'd)

### ■ Move-In Process

- Move-In Inspection and Checklist – A joint inspection of the unit to establish the condition of the unit at the time it is leased.
  - Review the lease agreement and property rules
  - **Sets the tone for the entry rental experience**
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# Foundation of Lease Enforcement (Cont'd)

## Lease Agreement Definition

“A contract between a lessor and lessee that allows the lessee rights to the use of a property owned or managed by the lessor for a period of time. The agreement does not provide ownership rights to the lessee; however, the lessor may grant certain allowances to modify, change or otherwise adapt the property to suit the needs of the lessee. During the lease period, the lessee is responsible for the condition of the property.” [www.businessdictionary.com](http://www.businessdictionary.com)

***The lease agreement establishes the obligations, expectations and requirements of the landlord and tenant. A weak lease WILL undermine your lease enforcement efforts.***

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# Top 5 Lease Violations

- Failure to Pay Rent Timely
  - Property Damage
  - Unauthorized Occupants
  - Unauthorized Pets
  - Noise and Other Nuisance Complaints
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# What does your lease agreement say about.....

- Inspections
- Rent Collections
- Maintenance Charges
- Drug and Criminal Activity
- Noise
- Alterations to the property or unit
- Storage, Garage and Basement Space





# Lease Agreements Components

- ❑ Inspections/ Housekeeping
  - Inspections should be completed within 30 days to 90 days of move-in and annually at a minimum. Your lease agreement should allow for emergency and general concern inspections with proper notice.
  - During the inspections, be observant. Look for signs of infestations, unit damage, misuse of appliances, housekeeping issues, unauthorized occupants and pets, and any structural, health or safety issues.
  - What are the consequences for failing an inspection?



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# Lease Agreements Components (Cont'd)

- **Rent Collection Policy**
  - Lease Term
  - Rental Payment Amount
  - Late Fees and Other Penalties
  - Where to Pay Rent
  - Methods of Payment (new technology)
  - Payment of Maintenance Charges
  - Repayment Agreements

# Lease Agreements Components (Cont'd)

## ■ Maintenance Charges

- ❑ To avoid disputes about the cost of work that is above normal wear and tear, provide a list of general maintenance cost at the time of move-in.
- ❑ Identify that any items not list will be charged at cost for parts and labor.
- ❑ Identify in the lease agreement when these charges are due to be paid and the consequences for failing to do so.
- ❑ Document the damage and keep the receipts

# Lease Agreements Components (Cont'd)

- Unauthorized Pets
  - Identify the types of pets that can be registered
  - Identify the documentation needed to register the pet. Remember, you could be held responsible for the actions of the pet on your property.
  - Require a reasonable pet deposit there is damage
  - Require shot and registration records for the pet
  - Establish a list of behavior for which the pet maybe removed.
  - Remember service animals are exempt from some of these requirements. Consult your attorney before denying these requests



# Lease Agreements Components (Cont'd)

- Unauthorized Occupants
  - Establish a time limit on visitors staying in the unit before they are considered occupants.
  - Establish upfront that you will report suspicions of unauthorized occupants to HCV.
  - Establish occupancy guidelines by bedroom size to prevent over crowding and compliance with fire codes.
  
- Why Report Unauthorized Occupants
  - They increase building costs by using resources such as utilities paid by the landlord.
  - May violate occupancy codes for the unit
  - It is a violation of the HCV program rules
  - The unauthorized person has circumvented your tenant screening process and that of the HCV program
  - Failure to address give the perception that the landlord will not follow through on other terms of the lease agreement.

# Lease Enforcement Strategies

## ■ Verbal Warning

- even the best tenants may unintentionally violate their lease agreement. Have a conversation with them to discuss the violation. In your tenant file, document that you had the conversation.

## ■ Gather additional evidence of violation

- Pictures
- Statements from other tenants or neighbors
- Police and Fire Reports
- Information from Hamilton County Clerk of Courts
- Internet and Social Media (Google, Twitter and Facebook)

## ■ Written Warning Include circumstance surrounding the incident

- Identify the terms of the lease agreement that were violated
- State the consequences for violating the agreement in the future
- Reference the verbal warnings given
- Include all documents in the tenant file

## ■ Final Warning

- You are not required to send a third written warning. Depending on the severity of the violation you can move directly for the eviction. If you decide to send a final warning repeat all of the steps of the written warning.

## ■ Proceed with the Eviction Process

- Notify HCV of your actions

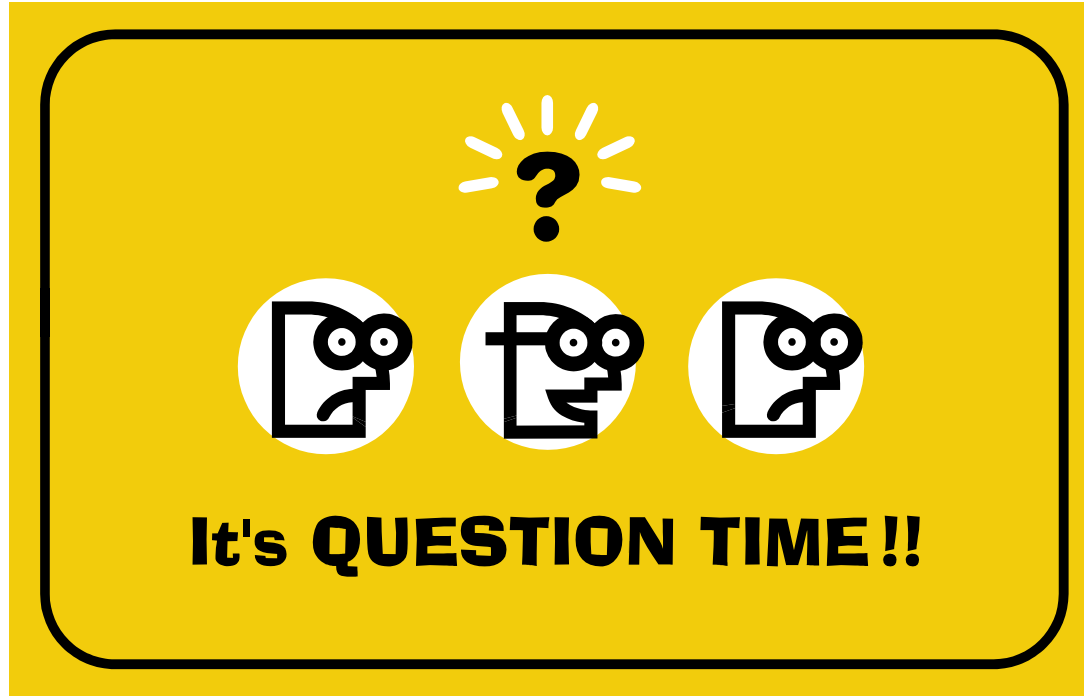
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# Lease Enforcement Strategies

**DOCUMENT! DOCUMENT! DOCUMENT!  
AND  
FOLLOW THROUGH!**

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Thank you for your attention!



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