

# LEGAL REMEDIES

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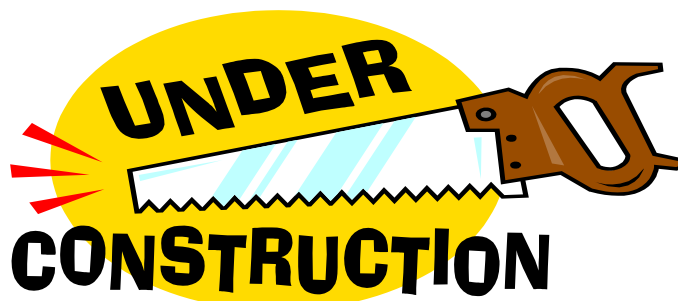
## Points of interest

- Maintenance can keep you out of court.
- Holiday sense.
- A small investment in a digital camera can save you time and trouble.
- Benefits to having properly written lease or storage agreement.
- Abandoned Mobile Homes. A simple solution.
- Benefits of an LLC.
- Government misappropriation of funds.
- Timelines that matter.

## MAINTANANCE OF UNITS

We are often struck by the large number of tenants complaining about the horrible living conditions in their units, many with photos to back them up. Some of these accusations are false claims intended to somehow justify not paying rent (that is rarely a successful defense). But many others appear to be truthful (but still not a defense to non payment of rent).

Landlords renting dwelling units have a duty to maintain and keep in repair the basic structure and the utility systems (plumbing, sewer, HVAC) in the unit. They also have a duty to ensure the place is in habitable condition when rented. Landlords renting dwelling units are required to conduct a walk through

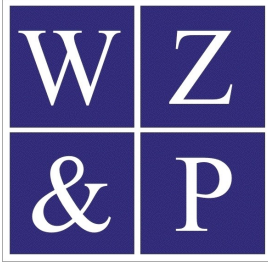


of the unit before the tenant moves in and to complete a move in/move out form showing the condition of the unit at that time.

When something in the unit fails or stops working that the landlord is responsible for (such as an air conditioner or a roof leak) the landlord is required to promptly get it fixed. Not when it is convenient for the landlord, but as quickly as possible. If a landlord ignores this responsibility the law allows the tenant to serve a demand for repairs and if it is not com-

plied with, the tenant may have it repaired and deduct it from rent or terminate the lease and/or sue for damages.

As in any residential rental, landlords in mobile home parks, renting park owned homes, need to ensure the rentals are in good shape before renting them. They need to do the pre-move in inspection with the tenant, and they need to be aware that keeping the unit in compliance with codes and keeping essential utility systems operating is the landlord's responsibility.



## HOLIDAY SPIRIT AND COMMON SENSE

It's that time of year again when managers and owners, with full hearts and Holiday spirit, decide to put off evictions until after the

winds up spending the money on Christmas allowing the rent and late charges to build up. After the holidays the tenant is most likely broke and unable to pay the past due rent and late fees, not to mention unable to pay the January rent. This situation usually ends



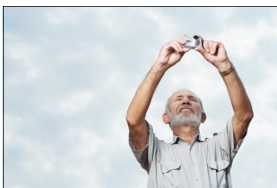
Tough choices seem bleak but the alternative may be tougher

in an eviction because the tenant is now so far in debt they can't dig themselves out. In the case of a mobile home owner, this may even cause them to abandon their home.

If the Landlord treated the holidays in a "business as usual" way, the situation would be more manageable. The tenant might make a wiser choice if notified of a pending eviction, he may pay rent instead of blowing his money and then becoming homeless.

After all, in the grander scheme of things, it is better to have a roof over your head than have a new X Box....and it is better for the landlord to get rent instead of vacancies.

**Don Meredith**  
If "ifs" and "buts" were candy and nuts, wouldn't it be a Merry Christmas?



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## DIGITAL PHOTOGRAPHY...IS YOUR FRIEND

The old saying "a picture is worth a thousand words" is a true statement, especially in the rental industry.

If you have not already been in court defending yourself against a "he-said she-said" claim, you are lucky...and your time will come!

Before you rent a unit , it

is a good idea to create a photo journal with date and time stamped photos. This gives you a visual file to refer to when a tenant moves out and you need to reconcile the deposit. Take new pictures after the tenant moves out. The comparison between the before and after photos will help you determine the extent of the damage, if any, the tenant is

responsible for.

Be sure you get the reconciliation done in the 14 day window the law provides. If you suspect the tenant will cause a problem you may consider sending a copy of the before and after photos. If you end up in court these photos may determine the outcome of the case.

## LEASE AGREEMENTS AND LEGAL FEES

Legal fees are often incurred by landlords for compliance suits, evictions or a number of other reasons. If your lease, or storage agreement does not have the tenants signature and date along with verbiage allowing you to charge them legal fees, you will not be able to recover the cost of your legal fees in a typical judgment.

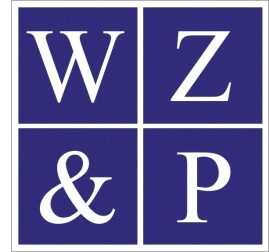
In other words, if your lease is poorly written you will lose money.

It is prudent to have your standard lease agreements periodically reviewed by a knowledgeable attorney. This helps insure that you have the necessary ammunition to win your court case and increase the potential that you will be

reimbursed for legal fees and other costs you have expended.



Proper contracts save you



## ABANDONED MOBILE HOMES, RV'S AND PARK MODELS

Abandoned homes continue to cause loss of revenue for our clients, not to mention that they are a source of legal concern. They tend to attract vagrants, kids and potentially law suits.

The remedy for this problem is simple, take action. The remedy is fairly complicated but not too expensive to have our firm take care of it. Typically we can get it done and hand over a

title in about 72 days. The cost is usually less than the space rent you lost in that time.

The obvious conclusion to this article is:

Take Action!

Knowledge is knowing a tomato is a fruit; Wisdom is not putting it in a fruit salad.  
*Author unknown*

## LIMITED LIABILITY ENTITIES

There are people out there who are doing business without the legal protection of a separate entity. Potentially leaving themselves open to predatory law suits and personal liability. A limited Liability Company can encompass multiple endeavors and help separate you from liability. LLC's are easy to create

and do not require annual meetings or multiple principals. LLC's are enduring legal business entities with lives that extend beyond the death of their owners. Interests in an LLC can be assigned and the economic benefits transferred, much like a partnership, but partnerships do not have the protection of an LLC.

If you're doing business without protection from an LLC or other Limited Liability entity, call us today so we can answer your questions and help you make a solid choice for your business future. Give yourself the gift of piece of mind.



*Merry Christmas and Happy New Year !!!*

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Defending against suits by former  
owners  
Drafting legal agreements



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**Manufactured Home Industry news flash. The Mobile Home Relocation Fund is being improperly used by the Government agency in charge of it, according to a new Arizona Auditor General's Report.** The Fire Building and Life Safety Department has been subsidizing its operations by taking money from the fund, money the report indicates it is not entitled to. The latest MHCA Newsletter contained a flyer that I think every park should print and post on its bulletin board for tenants to read. Here it is: [http://www.michaelparhamlaw.citymax.com/f/MHCA\\_Relo\\_Fund\\_Flyer.pdf](http://www.michaelparhamlaw.citymax.com/f/MHCA_Relo_Fund_Flyer.pdf)

**IMPORTANT TIMELINES TO REMEMBER**



- 5 days—the amount of time you add to your time lines to allow for Certified Mail delivery. (always)
- Demand for Possession. (Trustee sale) Serve it as soon as you have proof of ownership.
- Two day notice to enter and inspect. (Residential)
- 5 day notice of non payment of rent. Send it the day after rent is due. (residential)
- 30 day termination of month to month rental agreement must be delivered PRIOR to the 1st day of the month. (residential)
- 10 day notice of non compliance. File Eviction on the 11th day if tenant does not comply. (residential)
- 7 day notice of non payment of rent (mobile home park tenants). Send the day after rent is due.
- 14 / 30 day notice of non compliance, File Eviction on the 30th day if not cured. (mobile home park tenant renting a lot).
- 90 Notice before a rent increase can go into effect and only on expiration/renewal of the existing lease. (mobile home owners renting a lot)

ANYTIME: Call us to get answers to your questions.

**(480) 994-4732**

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