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My Background:

Licensed Realtor in Oregon and Washington
Principal Broker and Owner
Landlord in the local market since 1997

Kathryn's practical tips on the Metro Multifamily Housing Association Rental Agreement
(not to be construed as legal advice)

Rental agreement:

Page 1:

Use all names of adults.
Unit can be blank.
Mark box "actual notice allowed" – confirm email works.
I recommend checking early termination provision and like the 1.5x option.
Rent due on 1st makes accounting far easier.
"Other" common charges: pet rent, utility fees, garbage fees, lawn care fees.
Pick your preferred prorate method – always check your math. I like "c" (actual days of month).
Note changes to fees: bounced check and non-compliance fees have limits and specifics.
Security deposit (pet = "additional deposit").
Note it repeats "other monthly charges," this would be a total from other column.
Make note of your late fee – we do flat rate. Law now allows \$150 per occurrence.
Move in accounting: prior payment would be an execution deposit to hold the unit. There is a form for this (we won't be covering tonight).
Total due at move in: take in certified funds (cashier check, money order, or cash). Must give a receipt on all deposits.

Page 2:

Smoke alarms – test. Check what type you have. Make sure 10 year lithium battery is in use and working. Photo?
Remind resident \$250 fine for tampering (same as city will charge you!).
Note who pays what for utilities. In City of Portland garbage must remain in name of owner. Can bill back.
Yard: Jonathan recommends lawn agreement and bill back to tenant or build in to rent. I am leaning more toward this.
Pets: types – be specific! No aggressive breeds. Be sure to put this in your advertising. I recommend a pet visit.
Renters insurance: more and more are requiring.
Under special lease provisions: list out all the addendums to the agreement, any #'s of keys, any remotes, any mail box keys. Take photos of all these items so that non return = charge for replacement.
Smoking policy: your call!
Flood plain: all counties should have a GIS map to confirm. Some larger PM firms are marking "yes" on all units.
Everyone must sign and date and ultimately this should be prior to key exchange.

#2 – Rent is late if not received at 11:59pm on the 4th. Point this out.

#3- Application of payments. It is actually law as I understand it that you must apply the funds as directed on the funds.**

#4 – Specifies the terms for breaking of lease.**

#5 – Includes the provisions for a 60 day notice to vacate if a resident has been there 366 days. Any removal or addition of a resident starts the timeline over.**

#6 – Note – a lease converts to month to month unless you renew it. You have to give notice to the tenant if you don't intend to renew.

#7 – Specifies pets, water beds, and instruments. Notes responsibility for damage and requirement of insurance for waterhed.

#8 – Notes the requirement for approval of additional residents. Wraps in the visitor terms – no more than 10 consecutive days, and no more than a total of 20 days in any 12-month period. It says it includes substantial amounts of time, whether during the day or night. This could be babysitters, mother in-law, etc.

#9 – Forbids subletting (renting to another without authority)

#10 – this is where the tenant agrees to keep the place tidy! You can give a for cause notice for a pigsty. Covers damages to furnishing or premises due to tenant actions. This also covers the requirement to report leaks. If they fail to do so and the underlayment is damaged – could be tenant expense. Stoppages are the expense of the tenant. Some PM do not bill back.**

#11 – BBQ's. This season is upon us. This outlines non-use. Believe it or not many are not smart enough to figure out a BBQ can set siding or decking on fire.

#12 – Covers that no tenant modifications are allowed.

#14 – Application of deposits. Carpet cleaning is now covered. Requires the tenant to replenish deposit upon demand. Refunds and an accounting are required within 31 days of surrender of the keys. Note: you may send a corrected accounting and bill for later charges.**

#16 – Responsibility – the residents are considered jointly and severally liable. Don't accept more than one check – make them pay all at once. This way you have not accepted partial rent (and lose the ability to evict in that month).

#17 – Access – notes that if you are the one maintaining the yard you may go on the property (only) within reasonable times and frequency. You may enter with 24 hour notice for purpose of inspection and repair.

#18 – Absence – they agree to give you notice if for more than 7 days. This is important when freezing pipes could be an issue.

#22 – Use – covers that a resident may not run a home based business in a residence. Covers drunk and disorderly conduct. Covers drugs. Allows the owner the right to exclude a guest from the common areas and allows the exclusion of an evicted resident from staying in another unit.

#23 – responsibility for reporting of malfunctions falls on the resident.

#24 – Co-signer – if they terminate tenancy can be terminated. We don't allow co-signers unless in state.

#27 – very important. Allows the delivery of written notices by first class mail and attachment. If you can post and mail they must be able to post and mail and your front door must be accessible. You must post on all entry points, securely. Some people take photos.

#31 – Reasonable accommodations should be in writing and should not be unduly withheld.

#32 – Termination for false information – if you find out later that there is false information on the application you can terminate the tenancy. You can do so if an occupant is convicted of a crime during the tenancy that would be grounds for denial under the screening criteria, you can terminate tenancy.

Information courtesy of Kathryn King, KJK Properties, P.C.

For a confidential asset review please contact me direct at:

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