

# USING SAMPLE RENTAL FORMS

LANDLORDS OF IOWA

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2001

## APPLICATIONS AND TENANT SELECTION:

**Application** - This is the most important form you can use and is the **one vital form** even if you refuse to use any others. Please at least use **Applications**.

I do not live close to my rentals and do not maintain daily office hours except on rent collection days. Everyone develops policies that work for him\her. My policy is that I will show a unit only to a prospect who has first driven by the available rental and who has then completed an Application. As a result of my requirements, I do not charge an Application fee. If I showed a unit to every curious prospect who telephones in response to an ad, I would get little else done most days. We have Applications available in a waterproof box outside our rental office, which may be picked up at any time. If you don't have a rental office, you can have Applications available in a pouch posted on the door of the available rental.

Those Landlords and Managers who have offices and regular daily office hours adopt policies fitting to their situation.

Many of my Applications are picked up but never returned. Those prospects self-eliminated saving me the trouble of checking them out. Undesirable tenants are not comfortable with nosey questions.

If you show the unit first, then you may wish to charge an Application fee of \$15.00- \$50.00 to those prospects who are interested in renting from you.

I consider the most important information on the Application to be the Landlord's references. Most Landlord's major concerns are: Will the tenant pay the rent on time? Will the tenant take good care of my unit?

In addition to Landlord's references, the Application contains plenty of other information, which you need now and in the future. For accuracy in screening, requesting credit reports, checking Small Claims records, filing garnishments, etc. you must have **date of birth and/or social security number**.

**References for emergency contact** are necessary in event of serious illness, accidents, death, or disappearance; such information provides sources for possible future contact, too.

If you are unfamiliar with the name of landlord or manager listed, check with the Assessor's office for

property owner of rental addresses given. If landlord's name doesn't match assessor's info, it could possibly be phony application or it could also be unrecorded contract sale. Do more checking.

The thoroughness of completion of an Application may reveal quite a lot about the tenant. I just put incomplete Applications in a Rejection pile, but. I do save all of them, however. Keep them at least three years or more. I save them all forever. It's interesting to compare several applications from the same person over a period of years. Their responses vary. Another warning: do NOT be fooled by an impressively complete Application and make the mistake of NOT checking out all information. Frequently these applications may be full of false information. Some prospects put down what they think will please us with the hope that we won't actually confirm the information. We always have to be alert! When you violate or are lax about your own rules and policies, you usually will end up in deep trouble. We've all - been there, done that.

**Application part 2** - Highly recommend you also use this one regularly. Especially useful when checking Small Claims filed to see if tenant has given truthful responses. All areas of information requested here are public information.

**Co-Signer Application**- Special information about applicant who will not occupy the unit but will financially guarantee an occupant. You do not have to accept just **any** Co-Signer. This form works better than using the regular Application for Tenancy for purpose of Co-Signer.

**Application Guidelines** - Post in office. Could also have Tenant sign one to be put in folder. Explains your expectations and limits in seeking and accepting desirable tenants. Then follow your own guidelines.

## SCREENING AND TENANT SELECTION:

**Rental Policies** Suggestions for your consideration. Some may be dictated by city's housing code. You don't have to distribute these to anyone, but it's a good idea to have written policies. You must try your best to treat everyone the same. Sometimes the less you say - the better. In initial contact with tenant, avoid qualifying them over the telephone. Don't try to guide them and make decisions for them regarding which rental is best for them. This violates Fair Housing. Ask

every individual to complete a separate Application and go from there.

**Release of Information:** Every prospect must complete this to authorize release of information as required by some employers and most government agencies. This is an easy form to fax.

**Deposit to Reserve a Unit:** Require at least \$100 or full deposit if you prefer. Not a good idea to hold the unit on only good faith. Allows you time to complete the screening process.

**Phone Script:** Objective questions to ask past landlords - especially useful for landlords who are hesitant to give tenant references. Questions are factual. Thanks Jeff Taylor "Mr. Landlord".

**Property Viewing:** For those who allow prospective tenants to check out keys to view a unit. Recommend you require \$\$\$ as well as holding a valuable document i.e.: driver's license.

**Prospective Tenant Checklist:** Especially helpful when narrowing the field from several equally-qualified prospects. Provides opportunity to give added weight to those areas, which are most important to you; use of this form makes final selection more objective.

## **RENTAL CONTRACTS:**

**Take time to go over these contracts with the tenants. Don't rush through them. Encourage questions.** You might have two completed copies of everything at this signing, so that you can immediately provide copies to the tenants. Sandee suggests that you provide every new tenant a big brown envelope in which they can keep their copies of the contracts, rental receipts and any correspondence which they receive from you. Of course, you will keep your copies of tenant materials in individual file folders which you may file and organize either by units or by tenants.

**Rental Agreement:** We can never over emphasize the importance of putting everything in writing - even if you choose to rent month-to-month. Figure pro-rata rent for the second month and full rent for the first month. We've tried to address the **abandonment** problem right here. Eviction is the surest way to solve the problem of tenants who disappear.

The agreement includes the areas necessary and allowed for such agreements.

**Tenant Rules:** Considered part of the Rental Agreement. Many rules are taken right from 562A. My first Rules were one-half page long. So you know that was a long time ago.

Be certain that everyone reads the rules before signing any other rental papers or you may read

the rules to them. I also have Tenants sign a copy of the rules for my folder as well as giving them a copy. For non-English speaking, provide an interpreter who also signs the paperwork.

Parking situations can be covered in both the lease and rules. Obviously no parking on the grass would be quite standard. If you offer off-street parking, consider parking permit stickers, assigned spaces, etc.. Makes checking the area quicker and easier.

**Lease Addendum:** for lease changes or renewals. Perhaps you prefer to just have tenant sign all new complete rental contracts at renewal. The Addendum is shorter and simpler.

**Security Deposit Agreement:** Helps to explain to Tenant what costs will be. Requiring more than one month's rent as Security Deposit is an alternative to offer to those prospects who don't yet meet all of your requirements. Legal in Iowa to ask up to two months' rent as deposit; that amount combined with a Co-Signer Agreement can often be used jointly in providing rental opportunity if you wish.

**Pet/Service Animal Agreement:** If you allow pets, complete one of these for **each** pet. You **must** allow service animals. Remember the landlord's liability for a pet. Consult your insurance co. Require renter's insurance including liability coverage for tenant's pets. Some landlords require pet deposits which are not refundable; others require an additional \$25-\$60 monthly rent rather than a pet deposit and/or in addition to a deposit.

## **MOVING IN**

**Lead-Disclosure:** This is a form which has been required since 1996 and must accompany the booklet which you can order from the Iowa Department of Public Health 515-281-7464. You must keep this form on file and produce it if requested by an agency.

**Cable/Satellite Permission** - Just a form I developed for your convenience because this permission is required by most cable and satellite companies.

**How To Clean Unit for Better Health and Easier Moving** - Defines "Clean". Amazingly a lot of my tenants really don't know how to clean. This is intended to be educational. When we first started to use this, we gave it to tenants only at moving-out time. Jan Alderton-Pallesen said we should give it to them at the beginning. So that's what we now recommend. Sandee Schwickerath originally developed this form. You might also give the form to your cleaning crew. If your tenants all know how

to clean, and you have no problem defining clean, then you won't need this form.

**Move-In\Out Check-sheet:** Use same sheets for checking in and out. Speaks for itself. Also very good idea to supplement this with pictures and/or videos of unit at both move-in and move-out. You always have to be prepared for court.

## NOTICES

**Eviction Flow Chart:** Sandee Schwickerath developed this invaluable guide. Make an extra copy for yourself so that you can always find a copy when you need it. Refer to this chart for time requirements for each of the following notices:

**3 Day Notice to Pay Unpaid Rent -** Sandee and I developed all of the 3-day notice forms. LLIA has pads of these forms available in sets of 25 with carbon-free paper at a very reasonable cost. If you go to court, make a 3<sup>rd</sup> copy for the judge. Give the original to the Tenant. This is the form to issue to every tenant whose rent is not yet paid by your deadline. This is the first step of the eviction process. You may serve it by handing it to the tenant. Many tenants willingly sign the notice as accepted. In some instances, the tenant is waiting for this notice which is required by county relief or some charitable agencies which offer financial assistance. The tenant doesn't have to sign it. If you anticipate that they won't sign, you might consider taking along a witness. If a witness signs, that same witness should also appear in court with you.

In Iowa service is considered complete if notice is sent by certified mail whether or not the recipient signs for it. Date of service would then be the next mail delivery day after notice's postmark. Many Landlords don't even attempt to hand the notice to the tenant; they send all such notices by the certified mail method. This is much easier and avoids the confrontations, which can occur when rent is unpaid.

**3 Day Notice to Quit:** First step in eviction process for instances other than unpaid rent. Some other prior notice was served to Tenant such as Notice of Termination of Lease or 7 Day Notice of Noncompliance. The Tenant has held over beyond time of lease expiration or has failed to "cure" the problem of noncompliance.

**3 Day Notice of Termination Clear and Present Danger and Notice to Quit:** This is a fairly new and very special combined notice of serious problems and notice to quit which can be served without having served any other notice prior to this one. Usually works best when Landlord has

been working with the police, the sheriff, or the drug task force; then there will be available official records, reports and testimony of problems as defined in the notice. The notice applies to illegal activities, guns, drugs, prostitution, or threats to Landlord, Landlord's employees or anyone else within 1000 feet of the unit.

**The next three forms cannot be purchased from vendors who provide standard forms. I created them for our members for clarity and convenience.**

**7 Day Notice of Noncompliance:** This is for lease violations. Quote from lease; state violation; describe how problem is to be "cured". Specify date 7 days after service for inspection.

**7 Day Notice of Recurring Noncompliance.** If same violation occurs within six months, notice is sent with no opportunity for curing. Lease terminates in seven days.

**Posting.** This is an affidavit to be filed with the Clerk of Court after two unsuccessful attempts to serve the tenant. All steps of procedure are explained in the form. In Iowa posting is allowed when tenant cannot be found. This is for service of the hearing date of original notice FE&D as well as original notice of combined form FE&D\Money Judgment. The hearing date of only the FE&D hearing can be posted. A Money Judgment hearing date must be signed by the defendant and such hearing cannot be held in conjunction with the FE&D hearing.

**For the following notices to apply to weekly rentals, a 10 day notice required.**

**30 Day Notice - Intent to Vacate.** Good idea for you to provide this notice for the tenant's use rather than having them write up their own. You could include it with the other forms given at Move-In if you wished.

Tenant is notifying landlord of intent to move. Usually this is non-renewal of lease; however, tenant may be informing landlord of intent to break the lease. In this instance, such notice does not relieve the tenant of responsibilities of the lease as is clearly stated in the notice.

**30 Day Notice of Lease Termination.** Usually sent by Landlord informing tenant that landlord does not wish to renew the lease and remind tenant of expiration date and time.

## MOVE-OUT

First, we'd recommend that you do a **pre-move-out inspection** perhaps 7 to 10 days prior to final day. Refer to the Move-In check sheet, the Security Deposit Agreement, and "How To Clean..." as you make suggestions to the tenant of what you expect to be done. Let tenant know that you'd love to refund a security deposit rather than do all the work and cleaning yourself. At this time, don't put anything in writing. Point out things that need to be done which are obvious. Be certain that the tenant understands that right now it's impossible to fully determine everything that's wrong. After move-out, you could become aware of damages, which are now inadvertently or deliberately concealed. My attorney recently told me that in his opinion after move-out, I should do the final inspection by myself without the tenant. He said that I should **NEVER** agree to a final inspection where tenant is accompanied by friends and relatives. After you have made your inspection and if you have determined significant damages, you could then invite the tenant to view the situation for himself/herself. The pictures taken by you and by tenant are most important evidence if you go to court. These are just some comments to accept or reject like all other comments made here.

**Move-In\Out Checklist.** This is the same one used at the beginning of occupancy.

**Move-Out Disposition of Security Deposit.** Reminder list for you to follow and send to tenant within 30 days of move-out, return of keys, and written forwarding instructions. If you prefer to use your own disposition letter, you still could use this form as a reminder of everything to include in your charges.

**Recommendations:** In the blank area of upper right corner of each form, you could provide the name, address, phone and fax numbers, email of the Landlord\Manager. You could have a stamp pad made with information to fit into the spot.

Now that we're providing forms on CD's, you can easily customize this information.

It is easier to quickly locate specific forms if you use various colors for each different form. You can print the entire form on the same color or use a colored sheet for only the first page of the form and white for the rest. Light colors are

easier for producing copies. i.e. Rental Agreement-ivory; Rules- yellow; Sec Dep - pink, etc.

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**Credits:** Thank you **Leigh Robinson** and **Jeff Taylor**, Mr. Landlord, for many of the ideas and forms appearing here. Just like many other teachers, I have adapted some materials to fit our situation.

Many of the forms are my own creations which I have developed completely.

**Sandee Schwickerath, Cindy Blow, and Jan Alderton-Pallesen** have assisted me with creating and revisions of some forms. Sandee created our **logo** for both Landlords of Iowa and Landlords of Black Hawk. She has inserted the logo in some of the forms as a watermark. If you are interested in those watermarked forms, contact us. We have provided only the Application here in both versions.

The chatty comments which have been made here are **not** legal advice. They are just my opinions based on experiences of 20+ years as a landlord.

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Each year as any changes occur in the legislative session, we then update the forms accordingly. Keep up with the changes.