

Monthly Newsletter

May 2013

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Service animals, including companion animals, must be permitted at properties even when there is a strict no-pet policy.

According to law, landlords must permit service animals at their properties, even if the property has a strict no-pets policy.

In addition, we are allowed to ask a disabled tenant or prospective tenant only two questions: 1) is the animal required because of the disability and 2) what work or task is the animal trained to perform?

Lately, California West has been receiving numerous applications from tenants who claim to be disabled and require a “companion animal.”

Unfortunately, under existing law the potential cost of unsuccessfully challenging even the most suspect claim means that we must permit our residents to have a service animal if they claim to be disabled. If we wrongly deny a tenant the animal then they may be entitled to substantial fines and attorney fees. The cost of fighting these types of cases is cost prohibitive.

That said, California West has developed a policy for dealing with service animals so as to minimize the burden on our properties and on neighbors. As part of our leasing process, disabled tenants must sign a service animal addendum in which they agree to certain reasonable conditions such as picking up after the animal and not allowing the animal to become a nuisance to other residents.

If the tenant receives three or more citations for violating these conditions then California West may terminate their tenancy.

Please contact our office if you wish to review our service animal addendum or discuss this important issue and how it may be affecting your property.

Turnover process and expenses.

One of the important tasks that California West performs for its clients is managing the turnover process. This process can be quite costly for our clients, usually averaging at least \$500, so we do our best to minimize turnover.

When a tenant moves out, and another moves in, there are a number of necessary steps to prepare a property for a new tenant.

The first step is **sending a move-out letter** to the vacating tenant. This includes instructions for cleaning, carpet cleaning, and as required by law, we also inform the vacating tenant of their right to a pre-inspection by our office before move-out.

The move-out process can be quite costly and usually averages at least \$500.

Also prior to move-out, we arrange with the utility companies to **transfer utilities** into our client's name so that workers and cleaners have access to water and power at the vacant property. Utility expenses can run approximately \$25 plus whatever fees the local utility companies charge for transferring service. In Grover Beach, it can be as much as \$150 to turn on water.

Once the tenant turns over the keys, we **inspect the property's condition**.

After the inspection, we **write a general maintenance work order** to change locks and closely inspect and repair habitability and general maintenance issues, such as changing locks, checking smoke and CO2 detectors, window locks, blinds, heater filters, fans, door stops, drain stoppers, and other issues.

We also **arrange for other work** specific to each property. Painting is usually necessary every three years and a full paint job on an average 2 bedroom apartment runs \$1,100 - \$1,500. New carpets on a similar property is \$1,800 - \$2,000 unless there is vinyl or stairs in addition and then flooring can run as high as \$2,500. Carpets usually must be replaced every seven years.

Once everything is complete, we bill the tenants for any work that was above and beyond "ordinary wear and tear." Obviously, that is a very subjective standard but we have been doing this for many years and are generally pretty good at determining what is a "tenant charge" and what is an "owner charge."

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If we are unable to get invoices from all vendors within 21 days of move-out then we send the vacating tenant an estimate of any charges and later send them a final statement of charges.