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# JALA NEWS

*Jackson Area Landlords Association*

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September 2017

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## How to Buy or Sell a Rental Property with Current Tenants

By [Kasia Manolas](https://www.rentalutions.com/education/articles/how-to-buy-or-sell-a-rental-property-with-current-tenants?from_email=true) [https://www.rentalutions.com/education/articles/how-to-buy-or-sell-a-rental-property-with-current-tenants?from\\_email=true](https://www.rentalutions.com/education/articles/how-to-buy-or-sell-a-rental-property-with-current-tenants?from_email=true)

3% of Americans are real estate investors who are “actively seeking to buy property within the next 12 months,” according to BiggerPockets. If you’re one of the 9.5 million people who are looking to buy a rental property in the next year, you may find yourself buying a property with current tenants. Similarly, you may end up selling your property while tenants live there.

In this article, we’ll help you buy or sell a property with current tenants.

### If You’re Buying a Rental Property With Current Tenants

Fixed-term leases do not expire when a property is sold. The lease will transfer from the previous owner to you.

Some leases have a clause that gives the landlord the right to terminate the lease in case of sale, typically with 30 days’ notice. If this is the case, the owner could terminate the lease before selling to you.

Learn more about important [rental lease clauses](#).

### *Is it Good or Bad to Buy a Property With Current Tenants?*

Buying a property with current tenants can be helpful, as you already have tenants paying rent. This will help you **save time** because you won’t need to find and screen new tenants. However, not all tenants are quality tenants who will take care of your property and pay rent on time.

### *How Can You Find Out If Current Tenants Will Be Quality Tenants?*

To find out if tenants are quality tenants, we recommend following these two important steps:

*(Continued on page 4)*

### **IMPORTANT REMINDER:**

**Please pay your membership and credit reporting dues in a timely manner. JALA depends on your dues to pay it’s monthly expenses, so please pay on time, just as you would expect your tenants to do!**  
**We also look forward to welcoming former members back!!**

**NEW OFFICE HOURS  
M-W-F 9:00 - 12:00 NOON**

### **INSIDE THIS ISSUE**

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### **ATTENTION!!!**

**THE NEXT JALA GENERAL MEETING will be on Monday, September 25th, 2017. (MEETINGS ARE NORMALLY HELD ON THE FOURTH MONDAY OF THE MONTH.) MEETINGS ARE AT THE STEAK’S EATERY and BEGIN AT 5:00 P.M. to 5:15 P.M. FOR DINNER; THE SPEAKER WILL BEGIN AT APPROXIMATELY 6:30 P.M.**

**Advisors Message**

And another year creeps by. The coming election on November 7th is critical in that the possibility exists that a new council majority can be elected which can follow either of two distinct and opposing paths.

On the one hand we have some candidates who were opponents of the Non-Discrimination Ordinance because of opposition to the lack of protections for folks with strongly held religious beliefs and/or opposed to the lack of due process protections for those accused of discrimination and a kangaroo court process where the city attorney is prosecutor, judge and the one who determines the sentence. The ordinance provides no mechanism for appeal to a real court. These are folks that believe in liberty and free enterprise.

On the other side we have a candidate for mayor who has surrounded himself with Social Justice Warriors and their supporters who are not inclined to listen to opponents and give their views a fair hearing.

The choice is clear. The factions who support government dictating minimum wages and living incomes, rent controls and other crushing burdens on business owners vs those of us who believe in free enterprise in which government does not pick winners and losers through grants and tax abatements using our tax dollars to feed the beast.

Robert Tulloch

**ANNOUNCEMENTS!**

**JALA Web Site:**

**www.jala-mi.org**

JALA has discontinued their reseller contract with Trans Union.

We have signed up for TU Direct to provide tenant screening. Cost per Tenant Screening Report is \$10.00 A screening report is your first line of defense! Arm yourself wisely!!

**JALA OFFICE HOURS**

**Monday**  
**9:00 a.m. to 12:00 p.m.**  
**Wednesday**  
**9:00 a.m. to 12:00 p.m.**  
**Friday**  
**9:00 a.m. to 12:00 p.m.**

**PHONE: (517) 782-4384**

**FAX: (517) 782-7787**

**Welcome New Members:**

**Frank Berkemeir**

*If you are a JALA member in "good standing" and you have any legal questions about being a landlord or landlording, you may email JALA Consulting Attorney Dennis Conant 517-787-3560 [dconant.law@yahoo.com](mailto:dconant.law@yahoo.com) for assistance. You may also contact JALA Advisor Robert Tulloch (596-2592/contact@jala-mi.org) for answers to your questions.*

**FOR YOUR INFORMATION:**

**Editorials and/or articles in this newsletter are the opinion of the author and do not necessarily reflect the policies or positions of JALA.**



**Equal Housing Opportunity**



**CALENDAR OF EVENTS**

**JALA General Meeting**  
**Steak's Eatery**  
**Fourth Monday of the Month**  
**5:00-5:15 PM (Dinner)**  
**6:30 PM (Speaker)**

**NEXT MEETING IS MONDAY**  
**September 25th**  
**2017**

**JALA BOARD OF DIRECTORS/2016**

President	TBD
Vice-President	Mak Krzeczowski, (734) 216-2676
Secretary	Louise Powell 812-4605
Treasurer	TBD
NL Editor	TBD
Board Member	
Board Member	Dale Fisher, 764-4599
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Board Member	Tom Hillard, 740-3140
Board Member	Scott Craft, 474-2585
Office Manager	Denice Wild, 782-4384

**STATE LEGISLATORS:**

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 (517) 373-2426  
 PO Box 30036  
 Lansing, MI 48909
- State Senator Mike Shirkey (16th Dist.)**  
 (517) 373-1775  
 PO Box 30014  
 Lansing, MI 48909
- State Rep. Julie Alexander (64th Dist.)**  
 (517) 373-1795  
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## Climate Change

"Climate change" is a popular catch phrase that is ubiquitous in today's society. Generally it is applied to any weather phenomenon that is in the news for that day. Obviously Hurricane Harvey has generated extensive conversation about the possibility of Climate Change.

However, climate change can also apply to any set of circumstances in which there has been a change in attitude or position of people or organizations involved in some on-going interaction.

This change could occur in a workplace situation, a domestic situation, or any number of scenarios that can be addressed.

Climate changes that apply to the professional landlord, can occur in any number of forms. These changes can be occur when a housing body, such as Saginaw County HAP or MSHDA, makes a change in payment policy, a municipality has a change in how water registration and payment will be addressed, or even a general shift in policy or attitude that a municipal body will adopt in dealing with non-owner occupied properties.

All three of the listed climate changes have occurred in the communities served by the Saginaw County Landlords Association.

Recently there has been difficulty having rent requests met by MSHDA. Even when the requested rents are within the guidelines prescribed by MSHDA, many landlords have found it necessary to jump through additional hoops to get a rent request fulfilled.

For many landlords, this additional headache has caused them simply to not accept applicants from MSHDA. Unfortunate.

In addition, local municipalities have begun tightening the requirements for a landlord to get water initiated in the tenant's name.

In some cases there has been additional paperwork required. In some municipalities the policy is for the water to be only in the name of the landlord and not assignable to a tenant.

In either of these, the change has increased time and work input not to mention the frustration associated in dealing with the changes.

As pertains to climate changes from municipalities, there appears to be a gradual regression of the municipalities to the old "do more, pay more, and get less" policies that have been the standard bill of fare for landlords in the past.

Landlords are now facing possible drastic increases in registration fees, 300% or more, a recently enacted 33% increase in refuse fees, and the most significant. ....a more hostile attitude by

the governing bodies toward landlords.

**The latter of these changes is the most disturbing as at least one member of the City of Saginaw City Council has expressed a desire to have no landlords in the city at all.**

If so, this is a very short sighted and ill thought out comment.

Regardless of the nature of these climate changes, the reality is that they all will bring, or continue to bring, more problems for the landlords in the Saginaw County Landlords Association.

Any one of these actions could become the Hurricane Harvey for the propagator, receptor, or both parties involved in the Climate Change.

Reprinted from SLA News  
September 2017

## Fire Extinguisher Maintenance and Compliance

Last months speaker covered fire safety and placed real emphasis on extinguishers and smoke/heat alarms

I found the most intriguing component was a thumper next to or in your bed which was linked to a heat/smoke detector. When that went off the thumper started banging around to let you know there was a problem. Fantastic.

Landlords, When is the last time that you checked your fire extinguishers? Some insurance companies require this maintenance for extinguishers kept in the rental units. It is a good idea to have any extinguishers checked on a regular basis, and recharged if necessary. There are com-

*(Continued on page 9)*

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*(Continued from page 1) Tenants*

1. View the property to make sure it is in good condition.
2. Ask the owner for rent payment receipts and tenants' credit reports to see if the tenants are paying rent on time.

If you're still interested in moving forward, you should also:

- Ask to view the existing lease and review it thoroughly.
- Ask the owner to transfer the security deposit to you.

If the owner doesn't give you the deposit, you'll still be **responsible for returning the full deposit to your tenants at the end of their tenancy**. It's in your best interest to ask the previous owner for it as a condition of the sale.

Keep in mind that requesting to view the lease, rent receipts, and any other material are all requests **the owner could deny**. You could make these "conditions of the sale." For example, you'd add a line in your offer that states, "This offer is contingent upon viewing and accepting the current lease."

If the owner is **motivated** to sell, then he or she will likely provide the documents that you requested.

The bottom line is you need to make an **informed decision** when buying a rental property, especially a property with **existing tenants**.

### **If You're Selling Your Rental Property With Current Tenants**

Selling your rental property with current tenants means you'll need their coopera-

tion throughout the process. You'll need to show the property to prospective buyers and keep the property clean, while tenants still live there.

#### ***What Are Your Options If You Don't Want to Sell With Current Tenants?***

One option is to **wait until your rental lease expires** before putting your property up for sale. That way, the property can be cleaned, shown easily to prospective buyers, and there will be no hassle with leases and tenants.

Keep in mind some leases have a clause that allows you to cancel the lease with 30 days' notice **in the case of a sale**.

If you're on a [month-to-month lease](#), you can opt to cancel the lease with adequate notice (typically 30 days' notice).

It's possible the timing will not work and you need to sell the property while tenants are living there. Below, we'll go over what to do when your lease isn't up yet.

#### ***What Happens When You Sell Your Property With Current Tenants?***

The new owner will inherit your rental lease and continue renting to your tenants. You should **review the existing lease with the new owner** and transfer the security deposit to him or her.

Be sure to **notify tenants** of any changes:

- The new owner's name and contact information
- How to pay rent moving forward

### **If the security deposit was transferred, the amount, and new location Next Steps**

If you're inheriting a rental lease from a previous owner, make sure you understand the terms and rules of the lease.

### **Landlord's Statutory Duty Prevails over "Open and Obvious" Doctrine**

Two recent Michigan Court of Appeals decisions remind us that apartment owners owe a duty under MCLA 554.139(a) to keep the premises fit for their intended use and in reasonable repair and that the "open and obvious" defense does not mitigate that duty.

In *Martin v. Milham Meadows I Limited Partnership*, (Mich App No. 328240, July 19, 2016, unpublished) the tenant slipped down the basement stairs after complaining at least once in writing before the accident that paralyzed him. The trial court granted a motion to dismiss because 1) the slickly painted stairs were open and obvious, and 2) the landlord lacked notice given the length of time between the original notice and the accident. The appeals court reversed, ruling that the open and obvious defense does not apply to the statutory duty, and that "while the landlord is not an insurer of a stairway's safety, a landlord is not immune from liability under MCL 554.139 (1) (a) merely because a tenant has safely traversed an unreasonably slippery stairway on multiple occasions." As the landlord had actual notice of the defect, there could be liability under the statute.

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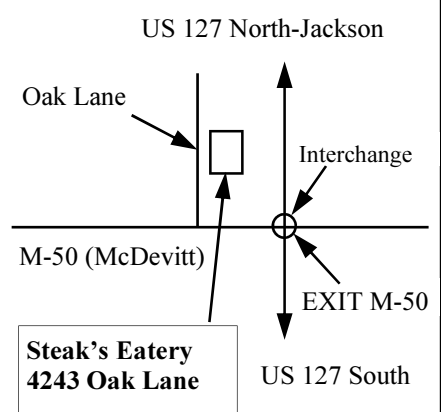
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The next JALA General Meeting will be held Monday, September 25th 2017. 5:30 for dinner 6:30 for the speaker who will be  
Jeromy Alexander  
3rd Ward Council Candidate

be sure to mark your calendar. See you there.



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**UNPAID COURT JUDGMENTS?**  
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### Filing a Certificate of Satisfied Judgment

Landlords, when the tenant has paid up on a judgment, it is your responsibility to file a Certificate of Satisfied Judgment (MC-17) with the court.

This form is available online, or at the JALA office.

It is very easy to complete. It will record the date that the landlord was paid in full, the case number, and the name(s) of the defendants.

This will be entered at the courthouse, send a copy to the JALA office e will update our tenant database files in the office and online.

Your input on current and past tenant performance is essential to maintaining our tenant database.

After log in Select On-Line Tenant Data Input Form

### How much do I charge against the Security Deposit?

Following are some suggestions compiled from Mr. Landlord. (This is only a guideline)

#### MISSING ITEMS

- Replace light bulb \$3.00
- Light fixture globe \$20.00
- Light Fixture \$50.00
- Electrical Outlet/Switch \$5.00
- Electrical Cover Plate \$2.00
- Replace Key \$15.00 per key
- Replace Window Screen \$35.00
- Replace Fridge Shelf \$45.00 per shelf
- Replace roller shade <37" \$15.00 per each
- Replace roller shade 37.5" -55" \$30.00 per each
- Replace Blinds \$50.00 per blind

#### ADDITIONAL CHARGES

- Replace door lock \$65.00
- Replace drip pans \$30.00
- Replace Curtain Rod \$30.00
- Replace Towel Bar \$20.00

- Broken Storm Window \$50.00 per pane
- Broken Double Hung Or other window \$100.00 per pane.
- Replace toilet paper holder \$20.00
- Replace smoke detector \$45.00
- Remove junk & debris \$75.00-\$350.00
- Pest Control \$95.00
- Bed Bugs Cost Plus.
- Replace Thermostat \$75.00
- Remove wallpaper \$200.00 per room
- Vacuum/sweep/mop \$75.00 entire unit
- Yard Work/trim bushes \$35.00 per hour
- Mow Sm/Med/LG \$50/70/90
- Remove Old Tires \$30.00
- Remove Bulk items \$50.00
- Unclog sink \$35.00
- Unclog toilet \$65.00
- Sewer clean out \$150.00
- Dumpster fee \$250.00 10 yd dumpster.

Remember these charges are in addition to contractor charges.

For instance, a sink cleanout is \$35.00 but the service call may be \$65.00 and on weekends \$150.00.

Repairing windows includes your labor, cost of glass and labor at hardware store for pane replacement.

Do not short change yourself.

### Common Home Fixes

To keep the glass shower door and tile clean, apply a rain repellent windshield sealant available at automotive stores.

It deters soap scum buildup. Follow the product directions.

Fill nail holes by placing a dab of white toothpaste over a small hole and rub gently with a damp cloth to smooth.

Let dry overnight and paint.

**DON'T COLLECT  
A SECURITY  
DEPOSIT...  
COLLECT A FEE.  
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Every Landlord is keenly aware of the fact that a security deposit *is the property of the tenant until YOU prove otherwise*. In all future leases, I will charge prospective tenants a **NON REFUNDABLE** "Courtesy Fee," that will equal one month's rent. It is a fee that will be charged for the "courtesy" of not being responsible for the property taxes. For not being responsible for the costs associated with maintaining local property values i.e. State Equalized Value (SEV). All future tenants will be paying for the luxury of not having to be the "stable boy" for a judicial system that is funded *by those tax monies*. Care to know what happens when Landlords decide to stop doing what they do?

.In addition, I am finished with all the rules and procedures for the return of what is *legally the property of the tenant, to be held in escrow, bla, bla, b/a*. If I collect a fee, it is MY PROPERTY. Guess what future tenant, you are not getting it back. It operates like an insurance policy. The tenant pays "a fee in advance" of the eventual loss from (*insert incident here*). It informs the tenant that they

are an unknown entity that I am taking a substantial risk on. If a tenant causes damage in excess of the "Courtesy Fee" I will *sue*

*them* in small claims. I will be bargaining from a position of strength, instead of a position of weakness.

Should your tenant decide to change their legal status from tenant, to Plaintiff, be prepared to sit quietly during your "judicial time out," while you endure every manor of here say evidence that the Plaintiff can possibly think of to present. Here say evidence that is not only allowed, it is lent a sympathetic ear. "Your Honor, it was like that when I moved in," the Plaintiff will claim. In fact, the Plaintiff will *not* be required to provide *any documented proof*. All they will need is a cell phone.

The following, are some relevant facts. The Plaintiff, while claiming under oath that Michigan is a "one party consent state," informed the Magistrate that the Plaintiff had made a recording of our *entire conversation, "without my consent."* While the Plaintiff's assertion is correct in regards to Michigan's "one party consent" law, the Plaintiff *neglected to account for the fact that at some point during the recording, the Plaintiff surrendered possession*. The Plaintiff is now recording *my private conversation, without my consent, on by MY*

PRIVATE

PROPERTY (MCL 750.539d).

Further compounding the Plaintiff's legal jeopardy, the Plaintiff submitted into evidence the "*tainted*" recording and won a judgment against me, (MCL 750.539e). The *illegally obtained recording* could not be reproduced at the hearing. So the Magistrate allowed the Plaintiff to transcribe the "*tainted*" recording and was submitted by the Plaintiff to the Magistrate's office the following day. In the Magistrate's opinion, he stated that his decision was "*grounded in the defendant's comments praising the tenants for patching the walls.*" call he would have understood that my comments were not supposed to be interpreted literally. Had the Magistrate spoke to me once he received the "*tainted*" transcript the following day, he would have been able to understand the our *entire* call he would have understood that my comments were not supposed to be interpreted literally. Had the Magistrate spoke to me once he received the "*tainted*" transcript the following day, he would have been able to understand the proper context. That proper context *is...Nine of twelve months late with the rent and the final rent check was demanded at the Plaintiff's financial institution only to be informed by the teller that the funds were "not*

(Continued on page 9)



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There are many different styles and designs. I found at least 20 different companies that are offering this scam. Landlords: BEWARE!" (Thank you to Mr. Landlord)

## Remember The New Tenant Screening Service And The New Fax Number

Don't forget we have a new tenant screening service that includes running a credit report and doing criminal and eviction back ground checks.

Cost for a report is \$10.00 per inquiry. You must be a member in good standing and have signed up for this service and paid the \$25.00 per year Tenant Screening Service fee.

We have a new hard line FAX number to assure necessary security when you send the applicants personal information to the office.

We will also return the screening report results to you by FAX or if you do not have a FAX we can upload it to the cloud and send you a secure link to download the information.

Remember, the Tenant Screening and Credit Report are your first line of defense against fraud and also to help you with collections.

*(Continued from page 3) Fire Extinguishers*  
panies that specialize in this service, so Google to acquire a list of names. If you have not serviced that extinguisher in the last six years, do call. It is overdue.

*(Continued from page 8)*  
available for withdrawal." As of today, I have never heard the Plaintiff's "tainted" recording, and I was never allowed the opportunity to examine/verify that the subsequent "tainted" transcript was accurately transcribed. I realize that it's a moot point factoring in that the recording was *illegally obtained*. It's more of a procedural gripe. My appeal was denied and a follow-up dose of unsubstantiated claims by the Plaintiff were again, presented. Once I was allowed to present, every single document/statement was questioned for validity. With the benefit of the doubt heavily weighted in favor of the Plaintiff. In conclusion, I have been a Landlord for almost 30 years. At the close of the hearing I was instructed by the District Court Judge to "go down to the Civil Division and pick up a copy of the Landlord/Tenant handbook." So that I may *"better understand the security deposit is the property of the tenant."* Had I not maintained the proper composure and responded to the Judge's "chum line" in heat the moment, my reply would have been in contempt of court.

Reprinted from SLA Newsletter  
September 2017

## FAKE PAY STUBS!

A landlord shared an eye-opening experience for him on our landlord forum that happened a couple of weeks ago:

"I had an application from a prospective resident. Everything looked OK but I was a little uneasy about his application. It just seemed a little off. My wife started digging to rule out any problems. He had good wages but his credit was poor at best.

The more we looked at everything, the more we sensed that something was definitely off. But we couldn't quite put our finger on it. We spent an hour going over everything.

Then my wife found it. His employer's phone was linked in an online post to a lawn mowing business he had several years earlier. Then the Google map showed his employer's place of business as a single wide trailer although they were writing over 100 payroll checks every pay cycle. The Secretary of State's webpage showed no business of that name. Then I ask myself: Could this be a fake paycheck stub?

Yes, it was!!! You can go online and for \$10 or \$20 you can print off fake payroll stubs for the wages you choose from any business you choose, or you can make up one. I spent several minutes looking into it.

# JALA Newsletter/www.jala-mi.org

Jackson Area Landlords Association

1212 First St

Jackson, Michigan 49203

**(517) 782-4384 eMail: [jala@jala-mi.org](mailto:jala@jala-mi.org)**

**FAX: (517) 782-4384**

September 2017

ADDRESS SERVICE REQUESTED

## **OFFICE HOURS**

**Monday: 9:00 a.m. to 12:00 p.m.**

**Wednesday: 9:00 a.m. to 12:00 p.m.**

**Friday: 9:00 a.m. to 12:00 p.m.**



### **MEETING LOCATION**

The next General Meeting will be held  
Monday, September 25th, 2017  
Time: 5:00 to 5:15 menu/6:30 speaker  
Steak's Eatery

The Speaker will be  
**Jeromy Alexander**  
3rd Ward Council Candidate

## **50/50 Winner:**

**August**  
Melissa Freeman  
**\$24.00**



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