

October
2006



ROADC / RENTAL OWNERS ASSOCIATION OF DOUGLAS COUNTY

Views & Reviews

Letter From The President

Greetings members,

I understand the last meeting with Shawn Miller was informative regarding the upcoming legislative positions and the legislative process. I am sorry I missed it. With elections coming up, be sure and carefully study the candidates and the issues so when you receive your ballot, the names mean something to you and you can make informed decisions.

I have had the opportunity to talk with Mr. Robert Kinyon of Atez, Inc., the guest speaker for this month. I must say that I was really impressed with his knowledge. We had a roof leak in an apartment that wasn't reported in a timely manner and created a mold problem. At the tenant's request, the mold was tested by Atez, Inc. and cleaned up using his recommendations. It was from that experience that I felt he had something to offer ROADC members that no one else has been able to express. Don't miss it!

I requested some information for the Circuit Court Judge position, you will find what has been submitted by the candidates on page 6.

Haven't signed on with one of our committees yet? *It's never too late to lend a hand.* See you on Tuesday, October 24th at West Ambulance. Problem solving is from 6:30 - 7:00; the meeting begins at 7:00.\

Diana Wright

Robert Kinyon, Atez, Inc.

Environmental Remediation Services Corporation
Tuesday, October 24, 2006
7:00 PM, WEST Ambulance Conference Room
1290 NE Cedar Street, Roseburg

Stachybotrys, Aspergillus, Coccidioides Immitis, Cryptococcus Neoformans, Mucor Plumbeus. **Wow - that's a mouthful.** Those are just five of many types of mold. Which ones, if any, are harmful - and how harmful can they be? How do you get rid of it? Can it be prevented? Is mold the responsibility of the landlord or the tenant?

Have you ever had a mold problem in any of your rentals? With all the publicity concerning mold and the potential health affects, don't you wish you could be well-armed with information when your tenant mentions they have mold rather than feeling vulnerable and somewhat gun-shy - and possibly even liable?

If so, don't miss the next meeting with Atez, Inc., an environmental remediation services corporation out of Harrisburg. Atez, Inc. has been licensed in Oregon since 1987 (<http://www.atezinc.com/>). Mr. Robert Kinyon, President of Atez, Inc. is certified in mold remediation, is a certified indoor environmentalist, a certified mold specialist, a certified environmental consultant and a certified residential mold inspector. He will be available to answer these questions and more... and as a bonus, he is a landlord so you can be sure he understands and can identify with our position.\

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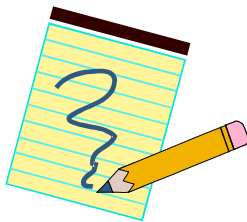
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Special Dates To Remember:

ROADC Meeting, Oct. 24
Standard Time Begins, Oct. 29
Halloween, Oct. 31
Election Day, Nov. 7
Veteran's Day, Nov. 11
Thanksgiving, Nov. 23
ROADC Meeting, Nov. 28\

Just What Did You Agree To?

Time was that a handshake meant you agreed. There was even a time when a handshake was enough to cement an agreement with a tenant when you rented to him or her. That was before the days of landlord-tenant laws, landlord-hating attorneys and tenant-friendly judges. But there's more to it than that.



When you rent to a tenant, when you let someone move into your rental property with just a handshake agreement, exactly what are you agreeing to? When you rent your property with a handshake, you may be agreeing to one thing, and your tenant to something else. Each of you thinks you are agreeing to the same things, but you aren't.

You think that you are agreeing that the tenant will pay the rent on the first day of every month, come hell or high water. Your brand-new tenant thinks as long as the rent is there sometime during the month it's just fine. I had a tenant tell me once that he had never had to pay rent in advance before. I was curious what planet he was from, but his application said he was from California. The rental agreement made clear that rent in advance was expected.

You think that the tenant will ask you if and what colors he can paint the apartment. Your tenant thinks that whatever he wants to do in his home is his decision alone.

You think that "normal wear and tear" means the apartment should look pretty much as it did when the tenant moved in—a few

dings in the wall, maybe, but certainly clean. You tenant thinks that "normal wear and tear" means that the apartment is still standing when he moves out.

You think that when you rent to a husband, his wife and child that they are the only people who will be living in your property. The tenant thinks that he can rent out rooms and move in his extended family, amounting to 10 people in a two-bedroom apartment.



That's why we have rental agreements and leases.

Rental agreements and leases don't mean you distrust the other person, they mean you're both on the same page. Even minor disagreements and misunderstandings as to what was meant can lead to hard feelings and/or a good tenant moving out. Major disagreements and misunderstandings can end up in eviction court. Who knows what the outcome will be there without a rental agreement and with landlord-hating lawyers and tenant-friendly judges.

Good rental agreements are easy to come by. Your local apartment, landlord or rental owners associations have forms designed for your state and locality. A good rental agreement means better tenant relations and everybody agreeing to the same things. \

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**Landlord Hotline For Tips, Suggestions And Moral Support,
Call Diana Wright, 677-0299 Or
Ann Schartz, 672-7385 / 430-6800**

The Phone Rings, It's A Potential Tenant

You give your sales pitch for your property, then the person on the other end asks "what are your expectations of a tenant". Is this for real or a trick question? You should always want the best! You answer "I'm looking for someone who will pay the rent on time, take care of the property, be a good neighbor and responsible tenant." Silence, I see, the conversation shortens from that point on. **Moral: Screening is ultimate property protection!**

Practice Good Humor

By Dr. Donald E. Wetmore

Allistair Cooke wrote: "In the best of times our days are numbered anyway. And so it would be a crime against nature for any generation to take the world crisis so solemnly that it put off enjoying those things for which we were presumably designed in the first place...the opportunity to do good work, to fall in love, to enjoy friends, to hit a ball, and to bounce a baby."

Have you laughed today? Your children have. You should too. And you'll be more productive if you do. \



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Ex-Tenant Owes Money

Q: We had a tenant in one of our house who has left owing us money. She had agreed to contact us with her new address and details and send the outstanding sum of money (approx \$1600). It is now almost two months since she left. She did not redirect her mail. She claimed that things got out of step due to sickness and so we agreed to draw up a re-payment plan - but that was our last communication.

We have the following information on file: previous address, social security number, former employer etc. She indicated to our handyman the area she was moving to (no address) and her new employer (a very reputable local company). We would like to take legal action to recover the money but do not know what we are allowed to do to locate her and what type of process we should go through. We believe that she will respond on threat of legal proceedings. We have a good contract - so there should not be too much difficulty getting a judgment.

We are in the state of Virginia, but are formerly from the United Kingdom—where this type of claim is pursued through a small claims court.

A: You will need to find her before you can file suit, fortunately you know where she works. As in the United Kingdom, this would be a small-claims matter.

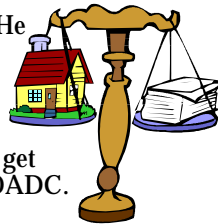
One way to find her is through a Social Search, something that a tenant screening company can do for less than five dollars. That is a report that lists every address attached to a particular social security number since it was issued and is public record. The W2 she filled out at her new employer should have contained her new address, so the report should have it. If the Social Search doesn't come up with a new address, you could have her served at her new job. \

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Does ROADC Membership Cost You Money?!!

Submitted By Gordon Forbes

I was recently chatting about real estate with a contractor doing some work for me. He said he had 10 units and we got to telling tenant horror stories. He told me about a tough eviction that he had that took three trips in front of a Judge, six months, and finally a lawyer who charged him \$5,000 to get these people out. I suggested that he join ROADC. "Absolutely not", he responded, "I'm not a joiner, I don't need any association...".



He proceeded to tell me that the first eviction trial had the Judge ruling in favor of the tenant because the landlord had been "kind and compassionate" and had previously tried to work with the tenants concerning their late rent. The Judge said that the landlord had set a precedent and therefore could not expect his tenants to pay him.

I mentioned politely that we learn at the ROADC meetings to ALWAYS issue a "One-Time Late Payment (form #28)" notice whenever we let rent slide so as to maintain our ability to collect in a timely manner in the future.

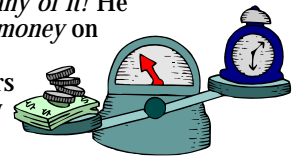
His second trial in front of the Judge failed because he accepted partial rent that month and didn't realize that accepting partial rent ruins your ability to evict for non-payment of rent that month.

I mentioned that ROADC seminars on proper eviction procedures teaches us about utilizing the "One-Time Partial Payment (form #29)", avoiding that pitfall.

His last trial in front of the Judge failed to remove the tenants because once again the tenants knew the Oregon Landlord Tenant Law better than he did. This time it was that the landlord gave the Service of Summons to the tenant himself instead of using a process server like the Sheriff or another allowable party. He thought that since he personally served the "72-Hour Notice (form #4)" that he could also serve the notice to appear at the first eviction hearing.

In frustration I informed him that the "question and answer" time at any ROADC meeting would have cleared up that misconception, and a call to any ROADC officer or board member anytime between meetings would get him on the right track.

Nope, he didn't want to hear any of it! He wasn't going to waste *any time or money* on any association. He finally called a lawyer who took him to the cleaners for \$5,000. He did get his property back, saved a \$60 ROADC membership fee, has the last Tuesday evening of every month free to enjoy however he wants. You can lead a horse to water, but you can't make him drink. *How valuable is information?* \



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1 st Vice Pres.	Troy Minning	679-0535	troyjane@earthlink.net
2 nd Vice Pres.	Gordon Forbes	817-7231	
Secretary	Jane Minning	679-0535	troyjane@earthlink.net
Secretary	Virginia Rice	672-1725	vrice@internetcds.com
Treasurer	Nora Croy	679-5397	krafty69@msn.com
Director	Joanne Williams	643-4108	joannewil@yahoo.com
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Director	Doug Croy	679-5397	krafty69@msn.com
ORHA Rep.	Melinda Buhn	459-4613	sallyj@cmspan.net
ORHA Rep.	Virginia Rice	672-1725	vrice@internetcds.com
ROADC Association		673-8015	roadc2001@yahoo.com

We Can Use Your Help On Committees!

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Committee Chairpersons

Education	Diana Wright, Vacant
Finance/Budget/Audit	Nora Croy, Vacant
Gen. Meetings/Seminars		Nora Croy, Vacant
Historian	Vacant
Legislative	Melinda Buhn, Virginia Rice
Membership	Diana Wright, Ann Schartz
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