

NEXT MEMBERSHIP MEETING SEPTEMBER 27, 2016

Landlord Tells Service Dog Trainers to Find New Home

MacKenzie Elmer, The Des Moines Register

An Ankeny couple says their decision to train a service dog for a combat veteran has cost them their apartment.

Christina Dimit, 18, and Bryan Stamper, 19, began training Lake, a 6-month-old golden retriever, in April. Their apartment complex has a no-pets policy, but the couple thought they were protected under Iowa law since Lake was being trained as a service animal.

They told Northwest Property Management about the dog, and Becky Beach from the [Puppy Jake Foundation](#) spoke with the landlord about the training program. Puppy Jake is an Urbandale-based nonprofit that provides trained service dogs to wounded military veterans to assist with post-traumatic stress disorder and mobility impairments. Volunteer foster families train dogs for 18 to 24 months.

"Ever since I was a little girl I wanted to train a service dog to give back to my community," Dimit said. She is studying psychology and human services at Grand View University. Dimit and Stamper thought they had satisfied their landlord until last month when they were notified that their lease would not be renewed when it expired on July 31.

"After receiving multiple complaints from other tenants, it came to Northwest Property Management's attention that Mr. Stamper and Ms. Dimit had a dog living with them in violation of their lease," a letter from Jonathan Schroeder of the Davis Brown Law Firm read.

Des Moines attorney Roxanne Conlin filed an injunction to stop the rental



company from forcing the couple to move, but it was denied by a district court judge last week.

"This is a really nasty thing to do to this young couple who's trying to do something really kind for an injured war veteran for crying out loud," Conlin said.

In dispute is a section of the Iowa Code that defines rights afforded to service dogs and their trainers. The law protects the rights of people with disabilities and those training service animals to be accompanied by the animals in a long list of public places. However, trainers are not mentioned in the portion of the law requiring landlords to waive pet restrictions for service animals.

The code reads: A landlord shall waive lease restrictions on the keeping of animals for the service dog or assistive animal of a person with a disability.

"The Code of Iowa clearly makes no provision for protection for a tenant training a service dog," District Court Judge Scott D. Rosenberg wrote in his decision.

Beach and Conlin said they plan to talk to lawmakers to broaden protections for trainers.

"I'm going to suggest we make the law that prohibits discrimination against people training service dogs," Conlin said. "I think it's clear it meant to protect this young couple and it just doesn't."

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Reminder!

Our next General Membership meeting will be held Tuesday, **September 27, 2016** at 11:30 am at Flannigan's in the Iowa River Power Company, 501 – 1st Ave. in Coralville.

We will NOT meet in August.



Calendar

Greater Iowa City Area Apartment Association meetings are held on the **4th Tuesday of each month at Iowa River Power Company.**

- **July and August: NO GICAA meetings**
- August 24: Iowa City Schools begin
- September 27: GICAA member lunch
- October 20-22: Landlords of Iowa State Convention – Fort Dodge

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Dimit and Stamper moved the last of their belongings into an Ankeny storage unit Friday. They plan to stay with friends until they can find other living arrangements.

"There needs to be a change," Stamper said. "It's making it difficult for veterans and for our organization that's trying to find volunteers."

Seattle Ordinance Requires Landlords to Pick “First-In-Time” Renters

From KIRO news

The Seattle City Council passed a huge renter protection ordinance on Monday that requires landlords to pick the first eligible tenant who qualifies for a unit or property.

Under the ordinance, landlords could no longer choose whichever tenant they think is best. The goal of the ordinance is to prohibit discrimination against people with different forms of payment, such as vouchers and subsidies.

Councilmember Lisa Herbold said Seattle is the first city in the nation to require a "first-in-time" policy. "It's considered to be a best practice among rental housing providers," Herbold said. "When rental housing providers can establish that they follow a policy like this, they can also use that policy as a basis to argue that they're not discriminating."

Hugh Brannon, a landlord in Queen Anne, said he has always chosen the first eligible tenant in his three decades of renting units out. But he does not agree with the need for making that a law.

"I would like that personal freedom. After all, I'm not selling you a quart of milk and you go away. I am loaning you a valuable piece of property at a fraction of its cost. I'd like the personal freedom to run my business. And if I'm not discriminating, why can't I have the freedom to run my business?" Brannon said.

The only exception in the rule would be for landlords who are personally living in a house, where they are renting out a unit on the same property. For example, a landlord who may require medical assistance can rent a unit out to a nurse in the same home.

As for accepting all forms of payment, including different types of subsidies, Brannon said that could become a problem if he were forced to accept short-term vouchers. He asked what would happen if the tenant's vouchers expired.

Herbold told KIRO 7 that around 80 percent of people with short-term vouchers ultimately stay in their housing by paying for rent on their own.

Councilmember Tim Burgess added an amendment Monday afternoon that requires the city to conduct an audit of these policies 18 months from the ordinance taking effect. He also wanted an audit of the effectiveness of short-term vouchers.

Twenty-three Seattle property owners were accused of rental housing discrimination in May. An investigation found that prospective renters experienced different treatment from Seattle landlords across all three categories that were tested: familial status, disability and use of a federal Section 8 voucher.

The department also found one manager advertised for "professional tenants only." Monday's proposed ordinance would ban "preferred employer" treatment.

KIRO 7 previously reported on apartment buildings advertising move-in specials for employees of Amazon, Microsoft, Boeing, Nordstrom, local colleges and local hospitals. Those employees would often see deals that amounted to \$200 off of deposits and fees.

Jordon Cox, who works for Amazon, said, "I have worked for a smaller company here in Seattle too. And I feel like having that heads-up when I was working there would be as helpful as it is now. So I could see that equality. That sounds nice."

This ordinance also adds a section that requires landlords to accept emergency assistance vouchers, in the scenario that they have issued a three-day order for a tenant to vacate. They must accept such a voucher as long as that voucher would turn into cash within five days.



What is “Normal Wear and Tear”?

From landlordology.com

Normal wear and tear is often as nebulous as Supreme Court Justice Potter Stewart’s famous remark: “I’ll know it when I see it”.

But that excuse wouldn’t hold up in your local landlord-tenant court. Is there a more accurate way to know what is considered normal wear and tear? It’s a bit of both really.

Although there is a dictionary definition of the phrase, it’s still unclear as to what the term actually means. Merriam-Webster’s definition of wear and tear:

“The loss, injury, or stress to which something is subjected by or in the course of use; especially normal depreciation.”

So here we go again ... normal depreciation to a tenant might not be so normal to a landlord. There are slobs and neat freaks in this world, and both think the way they live is “normal.” And we wonder why there are often tensions between landlords and tenants!

Texas might have the most specific definition that I’ve seen:

“...deterioration that results from the intended use of a dwelling...but term does not include deterioration that results from negligence, carelessness, accident or abuse of the premises, equipment or personal property by the tenant, by a member of the tenant’s household or by a guest of the tenant.”

Here’s our guide as to what you can safely assume is normal wear and tear, based on a guide from HUD:

Normal vs. Excessive Damage

Normal Wear & Tear: Landlord’s Responsibility	Excessive Tenant Damage: Resident’s Responsibility
A few small nail holes, chips, smudges, dents, scrapes, or cracks in the walls	Gaping holes in walls from abuse, accidents, or neglect. Unapproved paint colors or unprofessional paint jobs. Dozens of nail holes which need patching and repainting.
Faded paint	Water damage on wall from hanging plants or constant rubbing of furniture
Slightly torn or faded wallpaper	Unapproved wall paper, drawings, or crayon markings on walls
Carpet faded or worn thin from walking	Holes, stains, or burns in carpet. Food stains, urine stains, and leaky fish tanks are never "normal".
Dirty or faded lamp or window shades	Torn, stained, or missing lamp and window shades
Scuffed varnish on wood floors from regular use	Chipped or gouged wood floors, or excessive scraps from pet nails
Dark patches on hardwood floors that have lost their finish over many years	Water stains on wood floors and windowsills caused by windows being left open during rainstorms
Doors sticking from humidity	Doors broken, or ripped off hinges
Warped cabinet doors that won’t close	Sticky cabinets and interiors
Cracked window pane from faulty foundation or building settling	Broken windows from action of the tenant or guests
Shower mold due to lack of proper ventilation	Shower mold due to lack of regular cleanings
Loose grouting and bathroom tiles	Missing or cracked bathroom tiles
Worn or scratched enamel in old bathtubs, sinks, or toilets	Chipped and broken enamel in bathtubs and sinks
Rusty shower rod or worn varnish on plumbing fixtures	Missing or bent shower rod or plumbing fixtures
Partially clogged sinks or drains caused by aging pipes	Clogged sinks or drains due to any stoppage (hair, diapers, food, etc.), or improper use
Moderately dirty mini-blinds or curtains	Missing or broken mini-blinds or curtain
Bathroom mirror beginning to “de-silver” (black spots)	Mirrors caked with lipstick and makeup
Broken clothes dryer because the thermostat has given out	Dryer that won’t turn at all because it’s been overloaded, or the lint trap was never cleaned out.
Worn gaskets on refrigerator doors	Broken refrigerator shelf or dented front panels
Smelly garbage disposal	Damaged disposal due to metal, glass, or stones being placed inside
Replacement of fluorescent lamps - or any light bulb designed to last for years of continuous use	Replacement of most common light bulbs

Damage vs. Regular Maintenance

Whatever you do to ready the place after one tenant moves out and before a new tenant moves in constitutes routine maintenance. Here are some examples:

1. CLEANING

If you have the entire unit professionally cleaned between tenants, you can't charge the prior tenant to clean, because cleaning for you is routine maintenance. But if the tenant never cleaned the place the entire three years they lived there, for example, and you are charged extra by the cleaning service because of the filthy condition, you could probably keep the extra charge, but not the entire charge, for the cleaning. If you expect them to clean the house prior to moving out, be sure to put this requirement in the lease, and even provide them a cleaning guide with your expectations.

2. CARPET

If you like to steam clean the carpet between tenants, then you can't charge the prior tenant since you normally clean the carpet anyway. But if the tenant stained the carpet so badly that normal carpet cleaning doesn't work, you can probably charge to replace the carpet – or at least to cost to replace the remaining life expectancy. That's right, you typically can't charge the full replacement for carpet unless it was already brand new. If the carpet were so old and worn out that it needed replacing anyway, you can't charge your tenant.

3. PAINT

If you just had the unit painted, and the tenant left the walls really dirty, let their children draw on them, or tried (and failed) painting them themselves, you'll need to repaint sooner than you normally would have. In this case, you can probably deduct the cost to repaint from the security deposit. But if your tenant has lived in the unit for 3-5 years or more, a paint job is probably routine maintenance, meaning that you could not deduct money to paint.

4. LIGHT BULBS

A rental unit should be fully equipped with working light bulbs with a tenant moves in. Likewise, they should replace them when they burn out, and they should ensure every light bulb is working properly upon move-out. After all, that's how it was given to them. In my opinion, any long fluorescent tube lights, or any light bulb designed to last for years of continuous use, should be replaced by the landlord. Plus, fluorescent tube lights can be dangerous if broken, and could be a liability if you rely on your residents to replace them.



What is “Useful Life?”

Since all products have a specific life expectancy (typically determined by the manufacturer), a landlord or manager can't charge a tenant the full replacement cost of the item unless it was brand new at the time it was damaged. For example, if a tenant's dog damaged a five-year-old carpet beyond repair, and its life expectancy is 10 years, then the landlord could only charge the tenant 50% of the cost to replace the carpet.

HUD has a list (Appendix 5D) of various items, and their life expectancy:

Item	Life Expectancy
Hot Water Heaters	10 years
Plush Carpeting	5 years
Air Conditioning Units	10 years
Ranges	20 years
Refrigerators	10 years
Interior Painting - Enamel	5 years
Interior Painting – Flat	3 years
Tiles/Linoleum	5 years
Window shades, screens, blinds	3 years

Importance of Before and After Photos or Videos

It's important for both landlords and tenants to take before-and-after photos or videos of the unit. That way, both sides have proof should they need it. If you, as a landlord, intend to keep all or part of the security deposit, you'd better be able to show the pristine condition before the tenant moved in and the trashed condition at move-out time. Otherwise, whatever you do to ready the place for the new tenant would probably fall under normal wear and tear. And tenants, if you wish to prove that you left the place in the same condition in which you took it, considering normal wear and tear, take your own before-and-after photos or videos in case your landlord tries to wrongfully keep the security deposit.