

# Landlord Rights & Responsibilities 101

---

H. John Fisher

Sponsored by the City of Greenfield  
Police, Health and Community  
Development Departments



# Part 1. It's a business!

---

- “It’s the economy, stupid.”
- The overriding need for adequate capital.
- Whatever can go wrong will go wrong.
- **Expect and budget for:**
  - Equipment failures
  - Vacancies
  - Tenants who don’t pay the rent
  - Ice jams, black mold and turnover costs



## Part 2: What Creates a Tenancy?

---

- Possession
- Plus Consideration
- Equals a Tenancy

# Types of Tenancies

---

- Tenancy at Will
- Tenancy for Years
- Tenancy at Sufferance
  - *(Special case connected with the eviction process)*

# How do you create a Tenancy at Will?

---

- Either Verbal (bad idea) or...
- Written (the document is called a **RENTAL AGREEMENT**).
- A written Rental Agreement protects both landlord and tenant.
- It is open-ended (no ending date).
- Either party can terminate with written notice 30 days or one rental period before date on which rent is due (14 days for nonpayment).
  - You don't need to show a reason to end a tenancy at will. Either landlord and tenant can do it any time with proper notice to the other party.



# How do you create a Tenancy for Years?

---

- Always in writing.
- The written document is called a **LEASE**.
- It has a specified **ENDING DATE**.
- It implies a commitment from both parties for the duration of the lease.
- A landlord must have “cause” to evict during lease – so should a tenant.
- The notice period for anything other than nonpayment should be given in lease (14 days for nonpayment).
- If not renewed or terminated, the relationship becomes a tenancy at will when lease expires.
- Leases can have language that automatically renews themselves unless the landlord or tenant gives notice otherwise.

A Lease is not a rental agreement...  
And a rental agreement is not a lease!

---

*What to look for = Don't trust labels...*

LEASE

NOT  
THIS

1. Parties The parties to this agreement are the Landlord \_\_\_\_\_ and the Tenant, \_\_\_\_\_.
2. Property Landlord rents to Tenant a dwelling located at \_\_\_\_\_, Massachusetts, and the following furniture and appliances: \_\_\_\_\_

Additionally, Tenant shall have the right to use in common with others entitled thereto the following:

\_\_\_\_\_  
Garage (describe what portion) \_\_\_\_\_  
Yard (describe what portion) \_\_\_\_\_  
Basement (describe what portion) \_\_\_\_\_  
Other \_\_\_\_\_

3. Occupants The Tenant shall not permit the dwelling to be occupied for longer than a temporary visit by anyone except the individuals listed below and except any children born to or adopted by such individuals during the term of this lease; however the Landlord reserves the right to terminate this lease if the additional occupants would render the dwelling overcrowded under the State Sanitary Code.

4. Term and Rent This lease agreement shall run from \_\_\_\_\_ until \_\_\_\_\_ (a total of \_\_\_\_\_ months). The rental shall be \$ \_\_\_\_\_ per month, and is due on the \_\_\_\_\_ of the month.

Notices All notices shall be in writing and shall be given to the Tenant at the dwelling; all rents and all notices, which shall be in writing, shall be given to the Landlord at:

(name of landlord or landlord's representative) (address) (phone)

In case of emergency, Tenant shall contact the following person:

(name of landlord) (address) (phone)

6. Utilities Utilities shall be paid by the party indicated on the following chart:  
(Please place checkmark under the person who will pay for the utility.)

	LANDLORD	TENANT	MUNICIPALITY
Electricity	_____	_____	_____
Gas	_____	_____	_____
Heat*	_____	_____	_____
Garbage Collection	_____	_____	_____
Trash Removal	_____	_____	_____
Hot Water*	_____	_____	_____
Other	_____	_____	_____

\* The Landlord must provide the facilities for the provision of heat and hot water.

RENTAL AGREEMENT

NOT  
THIS

1. Parties The parties to this agreement are the Landlord \_\_\_\_\_ and the Tenant, \_\_\_\_\_.
2. Property Landlord rents to Tenant a dwelling located at \_\_\_\_\_, Massachusetts, and the following furniture and appliances: \_\_\_\_\_

Additionally, Tenant shall have the right to use in common with others entitled thereto the following:

\_\_\_\_\_  
Garage (describe what portion) \_\_\_\_\_  
Yard (describe what portion) \_\_\_\_\_  
Basement (describe what portion) \_\_\_\_\_  
Other \_\_\_\_\_

3. Occupants The Tenant shall not permit the dwelling to be occupied for longer than a temporary visit by anyone except the individuals listed below and except any children born to or adopted by such individuals during the term of this lease; however the Landlord reserves the right to terminate this lease if the additional occupants would render the dwelling overcrowded under the State Sanitary Code.

4. Rent The rental shall be \$ \_\_\_\_\_ per month, and is due on the \_\_\_\_\_ of the month. The tenancy that this agreement creates is a tenancy\* at will.

Notices All notices shall be in writing and shall be given to the Tenant at the dwelling; all rents and all notices, which shall be in writing, shall be given to the Landlord at:

(name of landlord or landlord's representative) (address) (phone)

In case of emergency, Tenant shall contact the following person:

(name of landlord) (address) (phone)

6. Utilities Utilities shall be paid by the party indicated on the following chart:  
(Please place checkmark under the person who will pay for the utility.)

	LANDLORD	TENANT	MUNICIPALITY
Electricity	_____	_____	_____
Gas	_____	_____	_____
Heat*	_____	_____	_____
Garbage Collection	_____	_____	_____
Trash Removal	_____	_____	_____
Hot Water*	_____	_____	_____
Other	_____	_____	_____

\* The Landlord must provide the facilities for the provision of heat and hot water.



## Where to find a safe Lease or Rental Agreement:

---

- From a reliable text based on Massachusetts law.
- From a lawyer who specializes in landlord/tenant law.
- From MassLandlords or your local landlord group.
- From a Realtor with experience.
- *Beware of pre-printed forms, internet forms, and the great form your brother-in-law has for you!*

# So What is a Tenant at Sufferance?

---

- Special situation.
- The landlord gives notice ending the tenancy.
- But the tenant is still there and pays rent.
- What happens?
- Possession + Consideration =
- A New Tenancy!
- *“For Use & Occupancy Only.”*

# Advantages of Using a Rental Agreement

---

- Open ended.
- No need to give reason for termination (either party).
- For anything except nonpayment, notice period is 30 days or one rental period prior to day rent is due.
- Repeated late payment can be cause for eviction (good for landlord/not so good for tenant).
- Flexible.
- Good with low vacancy rate.



# Advantages of Using a Lease

---

- ***Agreed duration*** (usually a year).
- ***Cause is required for termination*** (less flexible for landlords – courts usually allow tenants more flexibility).
- Notice period for termination should be defined in the lease (except for nonpayment).
  - It can be as little as 7 days.
- The tenant can pay back rent & court costs up to the “Answer Day” (Monday before court) to stop eviction for nonpayment.
- Implies ***commitment/stability*** on part of both parties.
- With very few exceptions, ***you can't change the terms of a lease while the lease is in effect.***
- Good (for landlord) with high vacancy rate.
- ***A lease is required with 1<sup>st</sup> year of Section 8 tenancy.***

# Leases Come in Different Flavors

---

- The DURATION OF THE LEASE IS SET FORTH IN THE LEASE:
  - If it doesn't set forth the duration, it's not a lease – it's a rental agreement.
  - “Vacation leases” have short duration (not your problem).
  - The most common duration for a residential lease is one year.
  - The duration for non-residential, commercial leases is often longer (again, not your problem).
- At the end of the lease period, one of four things can happen:
  - The tenancy ends and the tenant moves out.
  - No action is taken by either the landlord or the tenant and the tenant continues to stay and pay rent, creating a Tenancy at Will.
  - The landlord and tenant negotiate and sign a new lease for the coming year.
  - The lease includes a clause that automatically renews itself unless either of the parties gives notice to the contrary (a self-renewing lease).



# Ending/Changing a Tenancy

---

- Reasons for ending a tenancy (other than mutual agreement):
  - Cause = Nonpayment of Rent – either lease or at-will tenancy (*Notice to Vacate for Nonpayment*).
  - Cause = A **material** violation of the terms of the tenancy – must be able to prove in court with a lease/not required to do so with an at-will tenancy (*Notice to Vacate for Possession*).
  - No fault – OK with at-will tenancy; not OK with a lease (*Notice to Vacate for Possession*).
- Notice period:
  - **14 days for Nonpayment** with both lease and at-will tenancy (essentially same).
  - The **greater of 30 days or one rental period for Possession** with an at-will tenancy (statutory).
  - Provided **in the lease (so long as it is greater than 7 days) for Possession** *during the lease period*.
- Rent increases and other changes in the terms of the tenancy are essentially the termination of an old tenancy and the offer of a new one that is subject to the new rent/terms.
  - *What does this imply about when/how it should be OK to raise the rent or otherwise change the terms of the tenancy?*



# Roommates: Rooming Houses, Multiple Tenancies and Shared Tenancies

---

- Rooming Houses are a special situation - Mass. law.
- Multiple unrelated tenants on a single lease/rental agreement.
- Separate tenancies, all sharing one apartment.
- SROs
- “Roommate” situation: who is the “landlord”?
- Sublets.
- *The need for clarity.*



# Rental Assistance

---

- Federal Section 8 – Housing Choice Voucher Program (HCVP)
- Federal Section 8 – Project-Based Voucher Program (PBV)
- Federal Moderate Rehabilitation Program (Mod-Rehab)
- Massachusetts Rental Voucher Program (MRVP)
- Massachusetts Project Based Rental Voucher Program (MRVP-PB)

## Other Targeted Programs (By Referral only)

---

- Continuum of Care Program - DPH
- Family Unification Program – DCF
- Veterans Housing Voucher Program – VA
- Veterans Affairs Supportive Housing (VASH –HUD)
- One & Five Year Mainstream Program



# Section 8 HCVP

---

- Federal program through states to tenants via local nonprofit or housing authority.
- Goes with the tenant.
- You and the tenant each has your own relationship with the “HAP” agency.
- HQS inspection: We will cover this more next week!
- Rent = direct deposit (or check if need be) from RA Agency + tenant’s share of rent.
- A lease is required – but wider cause for eviction after the first year.
- Tenant can lose rental subsidy for serious lease violations. (Landlord needs to let RA Agency know details.)

**Reasons for Termination of section 8 lease Allowed landlord by HUD/DHCD**  
*(This is why your lease should enumerate specific violations when possible)*

- **Year 1:**

---

- ***Good Cause Must be something the tenant/family did:***
- Serious lease violations.
- Violations of federal, state or local law.
- Criminal activity/drug/alcohol abuse.
- Other good cause (disturbance/destruction of property.
- 30-day notice required except:
- Nonpayment = 14 day notice.
- Can terminate/choose not to renew at lease end if give notice 30 days before end.

- **Year 2 onwards:**

---

- ***Same as Year 1, plus certain priorities unrelated to tenant behavior:***
- Tenant failure to agree to new/revised lease (inc. rent increase).
- Personal or family use of unit.
- Use of unit for something other than residential unit.
- Sale of unit.
- (Substantial) renovation of unit.
- (Credible) need for rent increase.
- Termination at end of lease with 30-day notice.



# Other Subsidy Programs: HomeBASE for example

---

- Two ways to access HomeBASE: exiting shelter or through “front door” diversion from shelter.
- Both means of entry require DHCD eligibility approval.
- Inspections for HomeBASE leases require basic habitability check.
- Families are eligible for up to \$8,000 through HomeBASE used to stabilize the family in housing: first, last security, furniture, payment of past due utilities, rental stipends, etc.
- \*All families on HomeBASE must also work with a stabilization worker for 12 months & comply with DHCD regulations & the terms of their lease.



# Other Subsidy Programs: RAFT for example

---

- DHCD also administers the RAFT program, eligibility is determined by Way Finders staff based on strict criteria promulgated by DHCD.
- Programs for families (one or more adults with a child under the age of 21 in household) and some single individuals.
- Must have an active housing crisis: currently homeless or at imminent risk within 30 days of becoming homeless
- Funds are limited to \$4,000 and cannot be combined with HomeBASE funds, but are used for the same purposes as HomeBASE.
  - Also can be used for mortgage or rental arrears, oil delivery, transportation issues related to employment or to return to live in another state.

## Part 3: Tenant Selection

---

- Advertising the vacancy.
- Showing the property.
- Taking applications.
- Checking references
- Making the decision.





# Advertising the Apartment: Where?

---

- Newspapers (*they need the money*).
- Craig's list and similar sites (*they don't want the money*).
- Non-smoking apartment list.
- College housing offices.
- Sign in window, rental office, front yard.
- Laundromats, neighborhood stores.
- Other



# Advertising the Apartment: What?

---

- How difficult has it been to find good tenants lately?
- What you do want to say.
  - Great location.
  - Recently redone.
  - Only 3 drive-by shootings last month.
- Show photos on internet listing.
- Special attributes of apartment.
  - Pets / No Pets.
  - No smoking building.
- Beware of **red flag** phrases:
  - Quiet building; good for mature couple.
  - Looking for someone with stable income.
- Beware of “steering”! More to come on this....

# An Application Minimally Has:

---

- Names of applicants.
- DOBs of applicants.
- Social Security Numbers of Applicants.
- Income and source for applicants (*Sec. 8 is just fine*).
- List every previous landlord.
  - When were they there?
  - Previous rent.
  - Addresses and contact numbers.
  - *"Can I call your present landlord?"*
- List everyone who will live in the apartment.
- Pets, if any.
- Have you ever been evicted, molested children or driven for Osama Ben Ladin?
- Personal references (*everyone has those*).
- Permission to check references (*this is a must*).

# Qualities of a Good Tenant

---

- Pays rent on time.
- Not destructive.
- Clean.
- Quiet.
- Obeys the Law (no drugs, etc.).
- RESPECT!
- Others?



# Other Selection Criteria

---

- **No Pets.**
- **(No) Smokers.**
- **No Astronomers.**
- **Agrees to automatic deposit of rent.**
- **Other...**

# How Will I Decide?

---

- Subjective vs objective criteria.
- How do I make my decision?
  - First tenant that meets my **minimal** requirements?
  - List for a week or so and go for the **best** tenant?

# Save Your Paperwork

---

- Beware of ambiguous notations on the side of the applications.
- Keep your paperwork secure!
- 201 CMR 17.00 – Data Protection.



## Part 4: Fair Housing

### Protected Categories:

---

- Race
- Color
- National Origin
- Religion
- Sex
- Familial Status
- Marital Status
- Handicap/Disability
- Age
- Sexual Orientation
- Gender Identity and Expression
- Military/Veteran Status
- Ancestry
- Public Assistance
- Housing Subsidies
- Genetic Information

# With protected categories you can't...

---

- Refuse to rent based on the fact someone falls into that category.
- Place an ad that indicates intent to discrimination.
- Make a discriminatory statement.
- Enquire about the category – “Are you of the Druid persuasion?”
- Create special terms or conditions for a particular individual.
- “Steer” the individual by only showing them apartments you think they might be “right” for.

# Primary Exceptions

---

- There are **NO exceptions for race** (1866 federal law), **national origin, or receipt of Section 8 housing assistance.**
- Two-family, owner-occupied apartments are otherwise generally exempted – except for:
  - Transitional assistance with broker (or discriminatory advertising) or...
  - For children under 6, pre-1978 property w/o L.O.C. or no-lead inspection.
- Special exemption for children with 2- or 3-family housing w. elderly/infirm tenant – OR – S.F. home that's your primary residence, rented for less than a year.



# Size counts for apartments, too ...But how?

---

- Living area:

- 1 person = 150 SF
- 2 people = 250 SF
- 3 people = 350 SF
- Etc. in increments  
of 100 SF

- Bedroom size:

- 1 person = 70 SF
- 2 people = 100 SF
- 3 people = 150 SF
- Etc. in increments of 50  
SF

# Disparate treatment

---

- Housing practices motivated by considerations of race, color, religion, sex, handicap, familial status, or national origin violate the law.

# Disparate impact

---

- An apparently neutral decision that has a disproportionate effect on members of a protected class.
  - Neutral lease terms
  - Credit policy
  - Occupancy standards



# Reasonable Accommodation

---

- Disability (“handicap”) defined (federal & state law):
  - Physical or mental impairment that substantially limits one or more major life activities, or
  - A record/history of such physical or mental impairment, or
  - Being perceived/regarded as having such an impairment.
- The need for a helper can count too..
- Reasonable modification vs. reasonable accommodation.
- It **should** be **reasonable**!
- And it **should** be specific to the disability.

# Undue Financial and Administrative Burden

---

- The determination of undue financial and administrative burden must be made on a case-by-case basis
- The determination is made under consideration of various factors, such as:
  - the nature and cost of the requested accommodation or modification
  - the financial resources of the provider
  - the benefits that the accommodation would provide to the requester
  - the availability of alternative accommodations that would effectively meet the requester's disability-related needs
  - the extent to which the accommodation or modification would materially alter the marketability of the housing
  - the overall size of the housing business of the owner

# Documentation can be requested if the disability isn't obvious...

## Reasonable Accommodation/Modification Disability Verification Form

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

The person named above has a disability defined as a physical or mental impairment that substantially limits one or more major life activities. Major life activities include, but are not limited to, caring for oneself, performing manual tasks, walking, operation of muscular skeletal system, seeing, learning working, breathing, speaking and hearing.

The impairment is:

- ☐ Physical (specify): \_\_\_\_\_  
☐ Mental (specify): \_\_\_\_\_  
☐ Both (specify): \_\_\_\_\_

The major life activity substantially limited is: *(check all that apply)*

- |  |  |                                    |
|--|--|------------------------------------|
| <input type="checkbox"/> Caring for oneself                    | <input type="checkbox"/> Seeing                              | <input type="checkbox"/> Breathing |
| <input type="checkbox"/> Performing manual tasks               | <input type="checkbox"/> Learning                            | <input type="checkbox"/> Speaking  |
| <input type="checkbox"/> Walking                               | <input type="checkbox"/> Working                             | <input type="checkbox"/> Hearing   |
| <input type="checkbox"/> Operation of muscular skeletal system | <input type="checkbox"/> Other <i>(please specify)</i> _____ |                                    |

In my opinion, allowing \_\_\_\_\_ to \_\_\_\_\_  
Name Accommodation/Modification to be granted  
\_\_\_\_\_ is a reasonable accommodation/modification of her/his

disability that provides her/him with an equal opportunity to use and enjoy her/his housing

because: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_



Remember: You can't enquire into the exact nature of the disability...

Only that there is a disability which requires a particular accommodation.

You may not want to grant the specific request; but you do need to be willing to enter into discussion of reasonable alternatives...

# The Interactive Process:

- Once the request for a reasonable accommodation has been made:

---

  - Would making that RA place “an undue financial or administrative burden” on the party from whom it is being requested?
  - If the party from whom the RA is being requested feels that it would, s/he should not simply deny it. Rather, s/he should initiate an **Interactive Process** to determine what, if any, accommodation might be more realistically provided.
    - **Clarify:** What are the **actual** difficulties with the RA that is being requested?
    - What **alternative accommodations** might **meet the needs** of the individual requesting the RA?
    - Commitment to **collaboration, good faith and creativity.**



Can I keep little Fluffy?

---





# Assistance Animals

## HUD Guidance

- An assistance animal is not a pet. It is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals perform many disability-related functions, including but not limited to, guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support. For purposes of reasonable accommodation requests, neither the Fair Housing Act nor Section 504 requires an assistance animal to be individually trained or certified.<sup>5</sup> While dogs are the most common type of assistance animal, other animals can also be assistance animals.

# Special Situations: Let's talk about Marijuana

---

- Recreational marijuana.
  - A privilege – **not a right**.
  - Federal vs. state regulations (**Federal/Section 8 = termination**)
- Medical marijuana.
  - Federal vs. state regulations (**Federal/Section 8 = termination**)
  - To qualify under the regulations, a patient must obtain a written certification from a physician for a debilitating medical condition.
  - A qualifying patient to possess up to a 60-day supply of marijuana for his or her personal medical use (defn: up to 10 ounces).
  - Use a Registered Marijuana Dispensary (RMD) authorized by the state, although a patient lacking sufficient funds or access to an RMD may be permitted to grow a limited number of plants for medical use.
  - A reasonable accommodation must be reasonable: Eg: Alternatives to smoking – such as a nebulizer or “brownies.”



## Part 5

When a tenant moves in, you can collect...

---

- A Key Fee.
- The First Month's Rent (FMR).
- The Last Month's Rent (LMR), which cannot exceed the FMR.
- A Security Deposit (SD), which cannot exceed the FMR.
- Nothing else!



### Receipt for Last Month's Rent

No. \_\_\_\_\_

Date \_\_\_\_\_

RECEIVED FROM

\_\_\_\_\_  
(tenant)

\$ \_\_\_\_\_ ( \_\_\_\_\_ ) DOLLARS

as last month's rent for an apartment located at:

\_\_\_\_\_  
\_\_\_\_\_

Interest equal to the amount paid by the bank in which this last month's rent has been held or five percent (whichever is the lesser amount) will be paid on this last month's rent at the yearly anniversary of the start of the tenancy and/or within 30 days of the termination of the tenancy.

When the tenancy is terminated, you should provide me with a forwarding address to which the interest can be sent.

BY

\_\_\_\_\_  
(Landlord or Agent)

Name of Landlord

\_\_\_\_\_

## Receipt for Security Deposit

No. \_\_\_\_\_

Date \_\_\_\_\_

RECEIVED FROM

\_\_\_\_\_  
(tenant)

\$ \_\_\_\_\_ for security deposit  
for an apartment located at

\_\_\_\_\_  
(address)

Name of Property Owner

Signed by

### Notice Accounting for Security Deposit

Date \_\_\_\_\_

Dear \_\_\_\_\_:

Massachusetts law requires that you be given a receipt with information concerning the status of your security deposit.

Your security deposit in the amount of \$\_\_\_\_\_ Dollars

has been deposited in \_\_\_\_\_  
(bank)

Located at \_\_\_\_\_  
(address)

The account number is: \_\_\_\_\_

Sincerely,

\_\_\_\_\_  
Landlord



### Statement of Condition of Premises

This is a statement of the condition of the premises you have leased or rented. You should read it carefully in order to see if it is correct. If it is correct you must sign it. This will show that you agree that the list is correct and complete. If it is not correct, you must attach a separate signed list of any damage which you believe exists in the premises. This statement must be returned to the lessor or his agent within fifteen (15) days after you receive this list or within fifteen (15) days after you move in, whichever is later. If you do not return this list within the specified time period, a court may later view your failure to return the list as your agreement that the list is complete and correct in any suit which you may bring to recover the security deposit.

### Conditions in Need of Repair

(Include in this list all violations of the State Sanitary Code and any further conditions in need of repair which you would charge the tenant for if such conditions were caused by the tenant. It is advisable to break this down room by room to avoid confusion.)

\_\_\_\_\_  
Signature of Landlord

\_\_\_\_\_  
Address of Landlord

\_\_\_\_\_  
Date

If you agree to this statement of condition of the apartment, sign and return it to landlord and/or his agent within 15 days of moving in or receiving this list, whichever is later.

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Date

**Letter to Tenant Regarding Disposition of Security Deposit**

Date \_\_\_\_\_

RE: \_\_\_\_\_  
(property address)

Tenancy terminated on \_\_\_\_\_  
(date)

Dear \_\_\_\_\_:

A security deposit of \$\_\_\_\_\_ was paid by you on \_\_\_\_\_.  
Interest was paid to you on \_\_\_\_\_. Interest accumulated since that  
date totals \$\_\_\_\_\_, which is enclosed.

At the termination of your tenancy, you owed unpaid rent of \$\_\_\_\_\_.

The following is an itemization of actual or estimated cost of damages caused by you or  
persons for whom you are responsible. Copies of bills and estimates are attached.

Damage	Cost
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total damages	\$ _____
Total unpaid rent & damages	\$ _____
Total due tenant OR	\$ _____
Total due owner	\$ _____

Money owed by me to you is enclosed as payment in full. If you owe me money, please  
pay by return mail.

Sworn to under the pains and penalties of perjury.

\_\_\_\_\_  
Owner or Owner's Representative

## When Returning Security Deposit, It **MUST**:

---

- Be within 30 days of tenant move-out date.
- Document any damage expenses you charge tenant.
- Be “Sworn under pains and penalties of perjury.”
- Or else...Triple Damages!
- You may no longer be able to “fix” mistakes before tenant takes you to court.



# Thank You

---

John Fisher

[jfisher@wayfindersma.org](mailto:jfisher@wayfindersma.org)