



The Sword and the Shield

Using the Lease to Disarm Angry Tenants



Important Lease Provisions

Paragraph 1: Tenant Information

- Who is the tenant?



- Mailing address



- SSN – why do you need it?



- Cell phones. Can I text messages?



- Persons to whom you are authorized to give access



- Emergency contacts



Paragraph 4: Dollars and Dates

- Rent



- One unit or multiple units?



- Initial and subsequent late charges



- Which charges are “per space” if you have multiple units?



- NSF



- Newspaper ads



Paragraph 6: Special Provisions

- If you do online auctions, consider including in paragraph 6 or in an addendum a charge for removing an auction from a website.



Notice to Tenant and Release Paragraph

Packed with important liability language-bold, all caps and *initialed by tenant!*

- Late charges



- No representations of safety or security

Make sure your advertising does not make these representations!



- Negligence waiver



- Bodily injury, property damage
- Fire, smoke, dust, water, weather
- Insects, vermin, explosion, utility interruption
- Theft
- Insurance / Self-insurance duties

Paragraph 20: Nonliability and Release for Loss or Injury; and Insurance

- No bailor/bailee relationship
No possessory duty of safekeeping



- Liability waiver

- \$5,000 cap on value of stored items



- No storage of sentimental items
- Duty to purchase insurance if value is > \$1,000
- Duty to self-insure all items not covered by insurance



Important Lease Provisions

- Paragraph 9: Termination and Move-Out Notice
- Paragraph 17: Responsibility for Damage
- Paragraph 18: Lessor's Right of Entry
- Paragraph 23: Default by Tenant
- Paragraph 24: Lessor's Remedies
- Paragraph 26: Abandonment
- Paragraph 31: Miscellaneous
- Paragraphs 36 and 37: Rules





The TSSA Lease

The TSSA Lease

- Notifying your tenants of change(s) in lease
 - Does tenant have to sign?
- Caution about policies in conflict with the lease
- Most important provisions of the lease
 - Who should sign a lease?
 - Tenants' and others' access rights
(TSSA Lease paragraph 1)



The TSSA Lease

- Change in language for access rights person & lessor's online form option for change of address



Change of
Address

- Late fee language: Use special provisions for anniversary date billing





Accessing the Unit

Accessing the Unit

- Keeping vacant units locked
- Tenant adding or changing units
- Tenant wanting to “turn over” unit to another party



Accessing the Unit

- Powers of attorney (different types)
- Court orders
- Lessor's right of entry (TSSA Lease paragraph 18)
- Relocation of contents (TSSA Lease paragraph 18)





Fortifying Your Shield

Fortifying Your Shield

- **Code and Card access addenda (ADD-1 and ADD-2)**
- **Military Addendum (ADD-4)**
- **Insurance Acknowledgement (ADD-7)**
- **Insurance Required Addendum (ADD-12)**





Questions?



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