Lease Rules and Regulations

I want to show you a list of rules and regulations that I put in place in my leases. This is something you can do. It doesn’t matter what lease you have. Again, you’re going to use a lease from your state board of realtors or your local board of realtors, and you’re going to add onto that what we call rules and regulations.

Guess what? Yes, you’re allowed to do that. You take the main body of the lease which is preapproved in the court systems up to the state and supreme court level, so you know it will stand the test of scrutiny in a court system if you have to go through a court case. You can add on to that a list of rules and regulations. I’m going to give them to you here.

You refer to this in your lease. It’s an addendum, exhibit, or an attachment, whatever you want to call it, but you refer to it in your lease and you attach this to the lease so when they sign the lease, they’re signing it with this attached to it, so they’re acknowledging your rules and regulations. You put in here right up top that the rules and regulations apply to the rental unit including buildings and grounds associated with the property.

Violation of the rules and regulation shall be construed as a breach of the terms and conditions and a forfeiture of the lease agreement. The landlord, at the option, may end this lease agreement by notice in writing and tenant may have no further right or possession of the rental unit. These rules and regulations apply to tenants and any and all guests of tenants.

Use of occupancy; even though you’re going to have typically a use and occupancy in your general lease, I’m going to put right up front here that this rental is meant to be used solely for persons who are listed as occupants on the lease and the rental application, and also as a residential dwelling unit. It’s not to be used as a daycare center or any other business is not to be run out of there where they actually bring people in and out as customers. It’s okay if they work on their business from their own unit, obviously, but they can’t do sales. They can’t have customers come to the premises.

Illegal drugs; I know it seems obvious but believe it or not, a lot of leases don’t have this in there and we tell it right up front, no drug use of any kind; storing, possessing, or selling at all.

Firearms; we do not allow firearms on our premises. They can’t store them; they can’t possess them. They can’t discharge them in any way, shape, or form on the property. I know that’s going to ruffle some feathers because I’m a gun owner and I’m a proponent of citizens owning guns but this is a business and if there’s ever a situation where a gun is discharged in one of your units and someone is injured, or property is damaged, and you don’t have this policy in there, some savvy attorney could turn it to mean that you allowed guns on your premises, and now all of a sudden, you’re culpable and liable too.

They cannot assign or sublease the apartment or rental property to any other person at all. They cannot make alterations to the property at all without prior written consent.

Plumbing; again, tenant is responsible for all clogs, toilets, tubs, sinks, any other plumbing repairs caused by negligence of the tenant or their guests.

Definitely, no waterbeds without prior written permission of the landlord; some buildings are not suitable for having waterbeds. You need to be aware of that and to be able to determine that. It says here there are absolutely no pets permitted on the property. Even though it’s in this rules and regulations, I obviously still put it in here.

I put in there what the penalty is and the fact that they can be evicted, but more importantly, then I can refer them to my pet policy and my pet forms. No material that could be considered a fire hazard is going to be allowed in the units. They can’t store anything in there like gasoline, propane, turpentine inside the rental unit. It’s fine outside in the shed, but not inside the rental unit.

Tenants are not allowed to change locks on any rental unit at all, ever. If there is any dangerous or hazardous condition that exists in the property, the tenant must notify the landlord immediately and they must notify other people in the building too, or you. They must abide by all local, county, and state laws as well as federal laws at all times, them and their guests.

They must maintain the cleanliness of the property at all times. Pests, rodents, and insects—again, we talked about that—they’re responsible for keeping the property rodent free, insect free, pest free because it was delivered to them in that condition and if it turns out that they leave food out that attracts rodents or pests, or insects, they have to cover the cost of that.

I also have a noise policy. No loud TVs, stereos, radios, music, or any other noise at all of any kind after ten PM during the week and 11 PM on Friday or Saturday, and no earlier than eight AM on any day. Any time between ten PM and eight AM, it must be quiet on the weekday. On the weekend, it’s 11 PM and 8 AM.

Upkeep of grounds; tenant is responsible for the upkeep of grounds. Garbage; tenant is responsible for not only taking care of their own garbage, but supplying their own garbage cans. That’s really important. Some local ordinances actually require that. You might provide a big dumpster, but they’ve got to have the garbage in cans inside their rental unit, and they can take the bags out obviously and throw them in the big dumpsters out back. You provide the dumpsters; they provide the big garbage cans.

This is important—tenant shall keep all utilities on at all times. That’s gas, electric, water— anything that they’re responsible for. If you’re responsible as a landlord for water, sewage, and garbage, then you should keep the water on, but when it comes to gas and electric, they’re responsible for keeping the gas and electric on at all times.

If the gas or electric ends up being cut off and it results in no heat in the unit, and it results in frozen pipes that causes damage and has to be repaired, that tenant is responsible for paying for that damage. If the tenant does not comply and get that utility turned on in their name ASAP, you can do it as the landlord and charge them an additional $50 per utility, plus any activation fees by the utility company.

If you have to put the utility in your name, you can do that and pay it, and invoice them. If they don’t pay it, it becomes now part of the rent and you can evict them. We’re very serious about utilities. If a tenant lets something get turned off, again, and it results in damage, you’re going to be left holding the bags unless you have some type of policy in place like this.

Again, tenants can have overnight guests but we restrict it to seven days. If someone comes in and visits for a week, it’s not a big deal, but if they have someone stay more than seven days, we consider that an occupant and that person, either has to move right away, or vacate right away. You can also force the tenant to vacate right away.

Or, you may choose the option of screening this guest and having them follow through on the application process and screening process to see if they qualify and then add them to the lease, or write up a new lease and put them on the lease. Those are your options. Those are the rules and regulations we’ve put in there that basically make your lease a much stronger lease and give you a little bit more control, gives you more rights when it comes to being the owner of the property.