



## In This Issue:

Form of the Month: Exterior  
Property Care Agreement

In Case You Missed It: Dinner with  
Patrick Terry

## Featured Articles:

Child-Proofing Your Rental  
Property

What Happens When a Tenant  
Dies in a Rental Property?

## Child-Proofing Your Rental Property

By Brentnie D | May 16, 2022  
[www.rentecdirect.com](http://www.rentecdirect.com)

Photo by [Tanaphong Toochinda](#) on [Unsplash](#)



Except in the circumstance of senior-specific housing, federal fair housing regulations prevent landlords from refusing to rent to families with children.

While many landlords understand this, landlords who fail to fully understand the implications of this law can land themselves in legal trouble. Something as seemingly innocuous as suggesting a family with a toddler avoid renting an apartment on a higher floor (to prevent falls on stairwells) can be considered discriminatory.

Thankfully, proper child-proofing tools often do not require a large investment and can ensure that all tenants—down to the smallest—are safe during their tenancy.

Since landlords must assume that a child may inhabit their rental property, it is imperative to ensure proper child-proofing methods to prevent an accident for which the landlord may be held liable.

*continued on page 8*

## Webinar

### Tenant Non-Compliance

Presented By: Tia Politi

Tuesday, June 28<sup>th</sup>  
starting at 4:30pm

- Members: \$20
- w/ 2 CE Credits: \$50
- \* Register online at  
[www.roa-swo.com/event](http://www.roa-swo.com/event)

Make a Contribution TODAY!



## Who is the ROA?

Rental Owners Association of Southwestern Oregon is an organization that's been around for over 30 years and consists of landlords who care about practical, legal and profitable land lording practices. Through the association, they share problems, solutions, and ideas with other landlords and find information that comes from similar organizations in Oregon and around the country.



Our Association is currently comprised of over 200 landlords!

## Advertise Your Business in the ROA Newsletter!

The monthly newsletter reaches over 200 landlords who need your products/services to manage their rentals.

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- and much more...

### Contact us at:

2707 Broadway Ave.  
North Bend, OR 97459

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(541) 756-0347

Book your spot today! Space is limited.

## Half Page Ad

7.5" W x 4.5" H = \$60  
Outside Back Cover = \$100

## Business Card Ad

3.5" W x 2" H = \$20

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3.5" W x 4.5" H = \$35

## Full Page Ad

7.5" W x 10" H = \$100  
(example not shown)

# What Happens When a Tenant Dies in a Rental Property?

By **Krista Reuther** | April 29, 2022  
www.turbotenant.com



There are essential steps a landlord must follow to be protected both legally and financially if their tenant dies in their rental property. While you should always check your local and state laws in the unfortunate event that you are presented with a tenant death, we have outlined guidelines landlords can follow to protect themselves and skillfully and effectively move past the tragic event.

## **Get Written Notice**

The most important first step when dealing with a tenant passing is getting a written notice of the death. A landlord will usually find out one of two ways – either from a family member or from the executor of the tenant’s estate. Receiving a written notice is essential to legally begin the process of ending the lease, lawfully removing the tenant’s possessions, and preparing the property for the next renter.

If you discover the death, immediately call the police, as well as the emergency contact listed by the tenant. Secure the rental and do not move anything or take any personal property from the unit. Wait for the authorities and the emergency contact to arrive. Again, check your state and local laws regarding this kind of event; being prepared ahead of time will help you keep your cool if the unfortunate occasion should arise.

Once you receive written notice of the death of a tenant, you can move on to the next step.

## **Secure the Property**

After you have received written notification of the tenant’s passing, the next step is to secure the property. Lock all the windows and doors to avoid any theft. If the tenant lived alone, the landlord may want to consider changing the locks to avoid people entering the property without authorization.

Once the next of kin or executor of the estate has officially handed over the keys, the landlord is not responsible for securing the tenant’s belongings. If there is no next of kin or estate executor, follow your local and state laws regarding abandoned tenant property.

## **What Happens to the Lease if a Tenant Passes Away?**

Following the death of the tenant, the landlord will need to end or transition the remainder of the lease. When dealing with the next of kin, tenant’s family, or estate executor, be sure to have compassion for their situation, while respectfully and lawfully working to regain the property.

*continued on page 5*

## What Happens When a Tenant Dies in a Rental Property?

*Continued from page 3*

Below are two common lease options along with the appropriate next steps:

- **Month-to-Month Lease** – The tenant’s death will act as the 30-day notice. Notify the next of kin or executor of the date that the lease will end, and coordinate with them regarding removing possessions, cleaning, transitioning the property, and all related deadlines.
- **Long-Term Lease** – If the deceased tenant had a long-term lease, the lease does not end automatically when the tenant passes. The lease will transition to the next of kin or the estate executor. Typically, the next of kin or deceased tenant’s executor will want to end the lease. It is advisable to work with them to end the lease and let them know that you will treat the death as a broken lease agreement, meaning they’ll need to pay rent until you re-rent the unit.

## What to Do With a Tenant’s Belongings After They Pass Away

As a landlord, you cannot remove the belongings of the deceased tenant, so you’ll need to work with the family or executor to coordinate getting the tenant’s property removed. Work with them and set timelines and deadlines to help move the process along. If the tenant was on a month-to-month lease and the lease will be ending soon, set more aggressive timelines to help remove the property so the re-renting process can begin.

If the tenant had a long-term lease agreement, work with the next of kin/executor to establish reasonable timelines to have the tenant’s belongings removed from the rental unit. Rent is still required to be paid while the property removal and tenant search are being conducted if both parties have decided to treat the death as a broken lease.

If there isn’t a next of kin, follow your local and state laws regarding abandoned tenant property. You may be required to hold it for a current amount of time, then sell it at auction and return the money to the state.



# Thinking of Selling?

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## What Should You Do with the Security Deposit if a Tenant Passes Away?

The security deposit may be used for unpaid rent, wear and tear beyond the normal amount, and cleaning fees. Be sure to make an itemized list of all deductions and give that to the next of kin or estate executor when the remainder is given back. Here is a sample letter to a tenant for damages that can be used when deducting items from the security deposit. If the fees exceed the deposit, the landlord will need to petition the tenant's estate for compensation.

Dealing with a tenant passing is never an ideal situation. Your top priority as a landlord is to make sure you are protected legally by following all local and state laws regarding a tenant's death. Following the proper procedures can help ease the financial impacts, as well as allow you to find a new tenant as quickly as possible. If there are next of kin, be as compassionate as possible, work with the family to remove any personal belongings, and get the rental returned to a place where it can lawfully be turned back over to you. When you are ready to find a new tenant, be sure to complete a thorough tenant screening and online rental application.

## What to Do if a Tenant Dies in a Rental FAQs

### What is the first thing to do if a tenant passes away?

Get written notification of a tenant's death and be sure to secure the property to protect it from potential theft. Established a relationship with the next of kin or executor so you can surrender the key and let them manage the property.

If the tenant lived alone, make sure to accompany any person requesting access to the property when entering. Keep an inventory of anything that was removed.

### Does a tenant's death void the lease agreement?

The lease type will determine the end date. If it was a month-to-month lease, the death will serve as a 30-day notice. If it was a long-term lease, it will transfer to the next of kin/estate executor.

## STEPS TO TAKE WHEN A TENANT PASSES



Obtain Written Notice of the Death



Secure the Property



Coordinate Removal of the Tenant's Belongings



Return the Security Deposit



Understand Your Landlord-Tenant Laws

### What should you do with a tenant's belongings if they pass away in your rental?

A landlord can't remove the belongings of a deceased tenant without first working with the next of kin/estate executor. If neither of those exists, check your local and state laws to see how to handle a tenant's abandoned property.

### What should you do with a deceased tenant's security deposit?

The security deposit can be used for unpaid rent, damages beyond normal wear and tear, and cleaning fees. The remainder, with an itemized list, should be returned to the next of kin/estate executor.

**Disclaimer: This article does not provide legal advice. This material has been prepared for informational purposes only. All users are advised to check all applicable local, state, and federal laws and consult legal counsel should questions arise.**



# Form of the Month EXTERIOR PROPERTY CARE AGREEMENT

Tenant(s): \_\_\_\_\_  
 Tenant(s): \_\_\_\_\_ et al (and all others)  
 Address: \_\_\_\_\_ Unit: \_\_\_\_\_  
 City: \_\_\_\_\_ OREGON Zip: \_\_\_\_\_

- All gates shall be kept latched when not in use to prevent damage to gate hinges. No swinging on open gates.
- Nothing may be stored against the side of the house or other structures on the property.
- Residents shall regularly clean dirt and spider webs from under the eaves and on the siding of the building.
- Residents shall regularly clean exterior light fixtures.
- Tenant(s) shall report all problems with any portion of the property including lighting, fences, fixtures, siding, electrical lines, trees and shrubs to Owner/Agent promptly.
- Driveways, patios, decks, sidewalks and walkways must be kept free of moss, debris and tripping hazards, and may not be used for storage of personal property.
- Residents may keep potted planters on patios porches or decks, as long as walkways are unobstructed and free of tripping hazards, planters are kept at least six inches away from the building, and all pots have protection to prevent water damage.
- Tenant(s) is/are responsible for ice/snow removal to ensure safe egress on all walkways, driveways, stairs and decks and public sidewalks that abut the property except in the case of common areas, which the Owner/Agent is responsible to clear. The cost of repair to exterior surfaces from the use of salt for deicing will be charged to the Tenant(s).
- Tenant(s) may not plant or remove any trees, plants or shrubs, or any landscaped area without the prior consent of Owner/Agent.
- Tenant(s) may not compost food scraps or yard waste without the prior written consent of Owner/Agent.
- Tenant(s) shall be held financially responsible for damage to fences, signs and landscaping due to neglect or failure to perform the duties outlined in this agreement.

- If checked, tenants is/are not responsible for landscaping.
- If checked, tenants is/are responsible for landscaping at the standard indicated below. If no standard is indicated, the default shall be Minimal Care.

The use of chemicals for weed control or fertilization:

- Allowed, with the following requirements and restrictions: \_\_\_\_\_
- Not allowed, with the following requirements and restrictions: \_\_\_\_\_

The landscaping on this property requires a (check box):  MINIMAL  LOW  MODERATE  HIGH level of care.

**MINIMAL-LEVEL CARE** includes mowing in accordance city or county code (usually no higher than six inches), with the following additional requirements: \_\_\_\_\_

**LOW-LEVEL CARE** includes mowing in accordance with city or county code, watering and weeding landscape beds, and adequately watering, with the following additional requirements: \_\_\_\_\_



**MODERATE-LEVEL CARE** includes regular mowing with grass not to exceed \_\_\_\_ inches in height at any time. It also includes weeding beds; trimming shrubs (but not trees) to maintain their health and shape; edging the lawn at least once per year; watering landscaping as needed; removing any invasive volunteer trees, plants and shrubs that may encroach upon the house, driveway, sidewalk or walkways; mulching beds at least annually with bark or other protective plant material to keep the soil moist and nourished; prompt removal of leaves so as not to kill grass. Proper disposal of yard debris, and the following additional requirements:

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**HIGH-LEVEL CARE** includes weekly mowing of grass, with grass not to exceed \_\_\_\_ inches in height at any time. All flower beds and landscaped areas are to be kept weed-free by use of chemical or natural products as indicated below. The lawn must be edged at least every other month to maintain clean edges. Shrubs and flowers must be dead-headed promptly upon completion of bloom. The lawn must be watered adequately and kept green. Tenants must apply weed and moss control as indicated below in the spring and fall; prior to application of lawn care products lawn must be aerated. Shrubs must be kept trimmed to maintain their health and shape and so they don't encroach upon the house, driveway, sidewalk or walkways. Invasive trees, shrubs and weeds must be promptly removed when noted. All flower and landscaped beds must be mulched twice per year with bark or mulch or other protective organic material to keep soil moist and nourished. Leaves must be promptly removed so as not to kill grass, and all leaves and debris disposed of promptly and not allowed to accumulate on the property, and the following additional requirements:

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If checked, this property has a working underground sprinkler system. Tenant(s) must not tamper with the timer or turn the system off except in the case of a broken pipe or other emergency, without the consent of Owner/Agent.

If checked, this property lies within a Condominium or Homeowners Association boundary that enforces covenants and restrictions in regards to exterior vehicles and yard care. The additional requirements for this property are attached. Failure to maintain the exterior condition of the property to the specifications of this agreement and the association's regulations, shall result in the Tenant(s) being held responsible for any fines levied by the association.

If Tenant(s) fail(s) to maintain yard in accordance with the above listed requirements, Owner/Agent may issue a 10-Day Written Notification of the deficiency and if not remedied within that time-frame, may hire a professional service to remedy the default. The cost incurred for such service shall become the responsibility of Tenant(s).

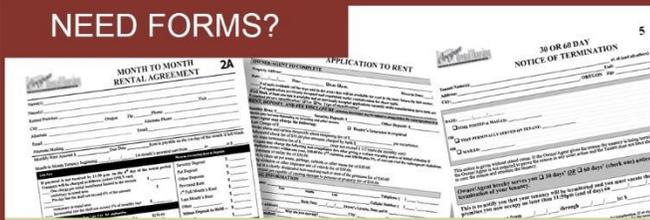
**Tenant(s) agree(s) to accept responsibility for damaged caused by failure to follow these instructions.**

_____ Tenant	_____ Date
_____ Tenant	_____ Date
_____ Tenant	_____ Date
_____ Owner/Agent	_____ Date

_____ Tenant	_____ Date
_____ Tenant	_____ Date
_____ Tenant	_____ Date
_____ Owner/Agent	_____ Date



**NEED FORMS?**



**ORHA Forms are Available Online!**

**Oregon Rental Housing Forms are just a click away!**

- 1 [www.oregonrentalhousing.com](http://www.oregonrentalhousing.com)
- 2 Click (top right): "Click to Get ORHA Forms Online"
- 3 Input your local association code in the field labeled "Enter Your Member ID" to receive ORHA forms 1/2 PRICE
- 4 Choose a form
- 5 Click on the form
- 6 Input your information
- 7 Click "Generate PDF"
- 8 Click "Check Out" – This will direct you to PayPal
- 9 Follow payment directions. Once complete, PayPal will return to the ORHA Forms page to "Print Link." This link will also be sent to your email address.

**Forms Are Also Available to Pick Up!**

Two convenient locations. Stop by and purchase updated forms.

2707 Broadway Ave.      - OR -      161 Central Ave.  
 North Bend, OR 97459           Coos Bay, OR 97420

## Child-Proofing Your Rental Property

*continued from page 1*

### CHILD-PROOFING TIPS FOR STAIRS:

For the safety of all ages, ensure that hand railings and balconies are sturdy and can withstand the force of a wayward child hanging on the rails, or an adult reaching for a railing after a slip. To further prevent an injury, ensure that communal or outdoor steps feature no-slip materials and pathways leading to the stairs are void of obstacles.

While most toddler and baby safety items have alternatives that do not require hard installation, remember that pressure-mounted gates may not prevent a young child from taking a tumble down the stairs.

For child-proofing needs on stairways inside a unit, consider allowing your tenants with very young children to install a baby gate (at their own expense) at the top of stairwells. It can be reasonable to ask that your tenants pay for repairs or repair any holes themselves during move-out, but vetoing the installation altogether can result in a liability waiting to happen.

### INSTALL WINDOW LOCKS FOR CHILD SAFETY:

Secure window locks prevent an exploring young child from opening and tumbling out the window. Since even a fall from the ground floor can harm a small child, it is best to ensure that window latches are present on all windows within your property.

Child-proofing precautions are crucial for any windows on properties with higher-level floors where a fall can lead to severe injury or even death. In states such as New York, window guards must be installed in a building with 3 or more apartments if a child under 10 is in resident.

If your state does not legally require window guards, they are certainly a great option to prevent a tragedy from occurring on your property.



**ROA Helpline**  
(541) 435-1492

- Need help?
- Questions about landlord/tenant law?
- Advice on how to deal with a tenant?

Call the Helpline! Speak to a Property Manager who knows the law inside and out and who can speak from personal experience. FREE to all ROA members of the Southwestern Oregon Chapter.



**RENTAL OWNERS ASSOCIATION OF SOUTHWESTERN OREGON**

Calls are returned within one business day between the hours of 7am and 8pm. Helpline is closed weekends and Holidays.

**SMOKE DETECTORS & CARBON MONOXIDE DETECTORS ARE REQUIRED SAFETY MEASURES:**

Working alarms can be the difference between life and death for tenants, and—regardless of whether children are present on your property—you are legally obligated to ensure that these are working in proper order.

Be sure to test all smoke and carbon monoxide detectors when performing an on-site inspection. Tenants may be prone to disabling the detector when a false alarm occurs, and tired parents may be forgetful about replacing alarm batteries. Eliminate the potential for an unsafe situation by monitoring the efficacy of the alarms any time you are on the property.

**LIMIT LIABILITY FOR POOLS & FENCING:**

Fencing can be both a helpful safety tool or a safety hazard depending on how and where it is installed. For fencing that separates your property from high traffic or encompasses a resident pool, these guidelines can serve to ensure the best hazard prevention possible.

Be wary of chain-link fencing that will easily allow a child foothold. Unless slatting is installed, a chain-link fence should have a mesh size that does not exceed 1.25 inches. Child-proofed fencing for pools should be at least 4 feet high and have rails no more than four inches apart to prevent young children from easily climbing the barrier. Make sure to also check your local laws about providing the correct pool safety signage and consider educating your residents on proper pool safety.

**IN-UNIT HAZARD MITIGATION:**

While a landlord or manager may have taken measures to ensure safety on the property outdoors and in common areas, everyday items can still pose a threat to a young baby or toddler. For families with very young children, it is reasonable to request that any baby-proofing methods be as damage-free as possible. Landlords and parents should be willing to work together to make compromises that both protect the child from harm and the property from damage.



For instance, suggest tenants use pressure-mounted gates in hallways and doorways rather than a hard installation. Request that tenants use locks on cupboards and doors that adhere to handles rather than those that are installed by a screw. For blinds and window coverings, consider installing cordless blinds to ensure safety and simplicity for all future tenants, or simply provide a small set of cord wraps to further prevent a strangulation hazard.

**FINAL THOUGHTS:**

Overall, remember that installations for child safety should be reviewed differently than other lease-breaking installations. An easily repaired hole in the wall from mounting a dresser can be worth the peace of mind, knowing your smallest tenants will be safe on your property. Unsurprisingly, many items or areas can pose a risk to the safety of a curious youngster, while these tips will certainly get you started, don't forgo researching any child safety rules or guidelines for your area.

# Welcome New and Returning ROA Members!

Samuel Cribbins, Jean-Claude Hook, and  
Mike & Linda Lee

## Your ROA Board of Directors

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**Position #4:** Jessica Webber  
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**Position #5:** Michelle Cantrell  
michelle@orbpm.com (541) 808-9040

**Position #6:** VACANT

Ever wonder what goes on at ROA Board meetings? Have any suggestions to share? Interested in joining the board? Bring your thoughts and/or ideas. Or just listen in and see what we're all about.

The ROA Board of Directors meets every month. Meetings are always open to members. Contact us for more information.



**roa-swo.com**

### Contact us at:

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North Bend OR 97459

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(541) 756-0347

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## In Case You Missed It: Dinner with Patrick Terry

On Thursday, May 26th, Patrick Terry gave a captivating speech on landlord-tenant law over a delicious meal at Ciccarelli's Restaurant in North Bend. This rewarding dinner meeting lasted well over 2 hours and was full of great information. The questions-answer portion of the meeting was not only rich with need-to-know questions from our members, but Patrick Terry proved himself yet again, as a wealth of information. Considering this was only our second in-person meeting since 2020, we had a record attendance resulting in a full house!



Great conversation was had amongst our members, and much needed comradery was reestablished. Thank you to Ciccarelli's for the fine food and exceptional service! We look forward to many more in-person events!

Patrick Terry is ROA SWO's attorney on retainer. Members receive a FREE one-hour consultation every year, plus discounted rates for representation. For more information, contact his office at (541) 756-2056 or [assistant@pmtlaw.net](mailto:assistant@pmtlaw.net)

## Code of Ethics

Excerpt from the Bylaws of the Rental Owners Association of Southwestern Oregon

The objectives of this Association shall be:

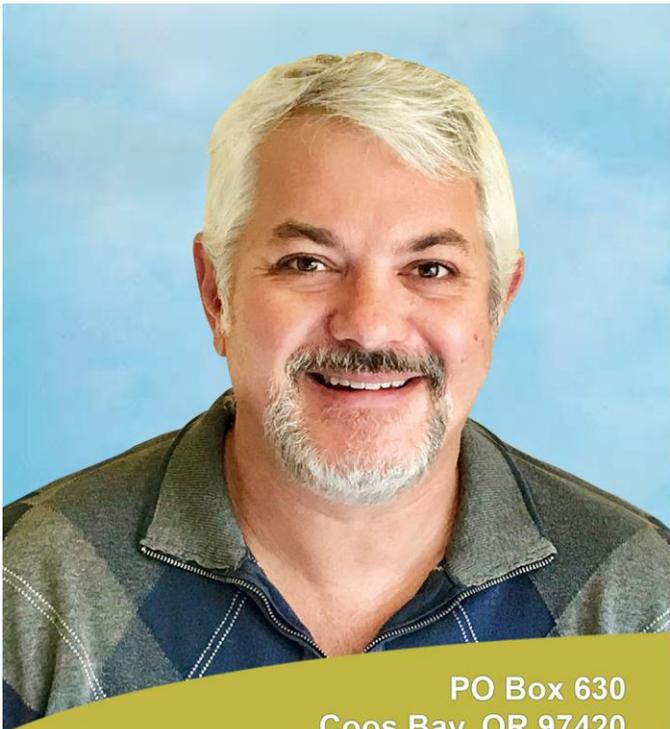
- A. To unite, for their mutual good, rental housing owners, managers and/or their agents in the Southwestern Oregon area.
- B. To strive to maintain those standards of the residential rental industry which are of a high ethical and up-to-date business level.
- C. To stimulate cooperation among rental owners to the end that the best possible service will be rendered to the owners and renters.
- D. To provide appropriate information and educational opportunities on state/federal laws, rules/regulations, policies/procedures and rental housing management.
- E. To cooperate with other organizations having similar goals.





**RENTAL OWNERS  
ASSOCIATION OF  
SOUTHWESTERN  
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**2707 Broadway Ave.  
North Bend, OR 97459**



## **Patrick M. Terry Attorney at Law**

**Representing Landlords on the  
Southern Oregon Coast since 2002**

As a landlord of 11 rental units, Patrick understands the needs of his clients and is eager to help.

He specializes in:

- Landlord/Tenant Law - Real Estate - Collections  
- Estate Planning - Business - Probate

\*Free 1-hr consultation only covers landlord/tenant matters. All other matters are subject to hourly charge. Inquire for details.

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Coos Bay, OR 97420  
Phone: (541)756-2056  
assistant@pmtlaw.net**



**ROA SWO's attorney on retainer.  
Current members receive a FREE  
1-hour consultation annually, plus  
discounted rates for representation.**