



Avoiding Common Landlord Pitfalls

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Introduction

Hi. I'm Mario Gonzalez.

Property rentals can be a way to help escape the “rat-race” and create passive income (ca-ching), or it can be a way to lose your shirt (ever seen the movie “The Money Pit”?).

Whether you're considering becoming a property investor for investment gains and passive income, or maybe you're just not ready to sell your house yet (but you still have to move) - this guide is for you.

We pulled some of our top-performing articles to help you become aware of some of the top DIY landlord pitfalls so you can avoid them.

Please feel free to reach out to me or my team if you have any questions.

We're here to serve you.

Sincerely,



Mario Gonzalez
Owner
Navy to Navy Homes

16 Common Jacksonville Landlord Problems



Jacksonville landlord? From late night repairs to bad neighbors to pests and more, the last thing you want is to spend your evenings or weekends solving your tenant's problems.

Don't worry if this sounds overwhelming. Instead, take a look at our list of 16 common Jacksonville landlord problems and how to overcome them.

Problem #1: Your Tenant Does Not Pay the Rent

time and can stress you out.

Constantly dealing with non paying tenants eats up your

How to overcome: Enforce your lease agreement. Tenants either pay or face eviction. If you're using a property manager such as [Navy to Navy](#), they can handle the messy details if worse comes to worse.

Problem #2: Your Tenant Isn't Happy with Repairs

Before dismissing a tenant's dissatisfaction on repairs, review the work yourself.

How to overcome: One of the best ways to avoid this problem is to review any sort of contractors ahead of



time

Problem #3: Your Tenant Does Not Keep Up the Property

Not only is a messy property unsightly, you could have local inspectors poking around your property and potentially wind up cited and fined.

How to overcome: Again, enforcing your lease agreement may be your best bet. Most lease agreements include a property maintenance section; make sure yours includes a section on cleanliness. If a tenant won't comply, they may be out on their rear.

Problem #4: Disputes Over Deposits

In the United States, there are laws which regulate what a landlord can and cannot deduct from a security deposit upon a tenant vacating the property. Improper handling can result in a very sticky (legal) situation.

How to overcome: Education here is your best friend. Educate your tenant early on (such as at the initial time of signing the rental agreement) about deposit laws. If this dispute arises when the tenant goes to leave and you had a good relationship, you can always negotiate with him/her which could help keep your name in good standing.

Problem #5: Access to Property Problems

According to Florida law, in most cases, property owners must give tenants notice before entering the property. In the case of repairs, this window is at least 12 hours.

How to overcome: Avoid this potential problem entirely by giving proper notice (12 hours minimum for [Jacksonville landlords](#)) and knowing your rights as a property owner. If there is an emergency, for example, you have the right to enter the property without the tenant's consent.



Problem #6: Damage Disputes

As a landlord, it is your legal responsibility to ensure that your rental property is a safe, inhabitable dwelling and complies with all local building and health codes.

How to overcome: Conduct regular inspections to ensure that the property is structurally sound and has adequate water, electricity, and heating/cooling. Be sure to keep the property well-maintained and clean.

Problem #7: Communication Problems

Tenants who are never answer calls or are always unavailable can cause you a lot of frustration.

How to overcome: Set ground rules for how and when you communicate with your tenant. If required check-ins need to occur, be sure to note this in the rental agreement or in one of your addendums.



Problem #8: Problems with Neighbors

Just because the neighbors are party animals—or just plain animals—does not mean that your tenant is.

How to overcome: The easiest solution is to talk with those noisy neighbors to come to some sort of solution or compromise. The other is to install soundproofing.

(Jacksonville area landlords: Make sure to check out this list of [Jacksonville construction companies and contractors](#) - members of the Jacksonville Chamber of Commerce.)



Problem #9: Pest Problems

Pests can quickly damage and devalue your property, and no tenant wants to live in a pest-infested home.

How to Overcome: The best thing you can do? Take the preventative step by having regular pest inspections. If your tenants tell you that there is a pest problem, call an exterminator immediately.

Problem #10: Roofing Issues

Not only can a leaking roof cause tremendous damage, the resulting water damage, mildew, and mold is a major health hazard and a costly repair.

How to overcome: Regular inspections are your best friends; always opt to go with preventative methods. (And don't rent out your property if you have any of these issues.)

Problem #11: Broken Appliances

If an appliance breaks that affects the safe habitability of the property—such as a broken air conditioner during the Florida heat—you will need to have that repaired ASAP. This does not, however, go for every appliance on the property.

How to overcome: Any appliances you provide, be sure to have both an [appliance addendum](#) and a [repair addendum](#) in place in your rental agreement. When a non-necessary appliance on the property breaks, compare it to what is listed on the addendums and verify what is covered and who covers the repair costs.

Problem #12: Violation of Rules

While rule-breaking is [great for rock music](#), this isn't so great for you or your property. There's a big difference between small squabbles with your tenant and outright disrespect. If you don't allow smoking in your home, for example, but your tenant smokes anyway, that's a violation of your rules.

How to overcome: Always have a written contract. Specify the conditions of the lease and help to layout the next steps in the event the tenant violates part of the lease.



Problem #13: Past Due Utilities

Many landlords do not monitor the payment of utilities, especially if in their names. That can end up as a costly oversight.

How to overcome: Make sure that the lease is clear that all utilities must be paid each month, if the utilities are in your name. A better way to avoid this? Have all utilities listed in the tenant's name.

Problem #14: Illegal Use of the Home

Not only is the tenant breaking the law, if this problem isn't nipped in the bud, your property could end up with a bad reputation later on down the road.

How to overcome: Depending on the severity of the illegal activities, you can formally ask the tenant to cease engaging in these illegal activities, with a failure to comply resulting in eviction. However, if the illegal activities are more severe in nature and you're afraid to confront the tenant directly, consult your local [Jacksonville law enforcement agency](#) and let the pros handle it.

Problem #15: Bad Tenants Sliding Through Your Screening Process

An application might not reveal all prior tenant problems. Sometimes, a bad tenant can slide through your screening process anyway.

How to overcome: While you can't unring the bell, setting up a more thorough screening process—or having a professional property manager like [Navy to Navy](#) handle the screening—can help minimize the risk of future bad apples. One good step to take is to always speak with the potential tenant's previous landlord(s).

Problem #16: Your Property Has a Bad Reputation

Rental properties develop bad reputations for lots of reasons. Tragic accidents, crime scenes, noisy neighbors, illegal activities, and general disrepair can all leave your property as a place that leaves MUCH to be desired.

How to overcome: Regular property inspections and carefully screened tenants will help reduce the risk of a bad reputation. You can't stop everything but you can at least stay ahead of the worst of any problems.

Wrapping it all up

When you rent out your property, problems are an inevitability.

Property management is a critical part of owning and profiting from rental properties. Unfortunately, it's not always easy.

To be a great landlord, you are required:

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- to investigate potential tenants and complete the screening process
- deal with bad tenants
- market your property correctly, so it doesn't sit vacant (costing you money)
- deal with damages/repairs (even at 2 AM)
- and handle the eviction process, should it be required

If you're considering renting out your home and won't be around locally to handle tenant complaints—or maybe you don't have the patience for it all—a property management pro like Navy to Navy can make life easier for you. A great property management company knows the local laws, how to handle evictions, good contacts for inspections and repairs, and will handle all tenant issues in a timely fashion.

Renting out your property doesn't have to be a painful, time-draining experience. Hiring a professional, well-rated [Jacksonville Property Management Company](#) can be an easy way to make passive income while maintaining low-stress.

Ready to learn more?

Find out how much your home could rent for **RIGHT NOW**. Check out our free rental analysis today!

Author

Natasha Maeva



To Rent or To Sell?
That is the question.

**GET YOUR FREE RENTAL
ANALYSIS NOW**

SEE HOW MUCH YOU COULD BE MAKING



TENANT SCREENING 101

Congrats on finding a potential tenant!
But wait...

Did you *verify* that they are who they say they are? Did you perform a *thorough* tenant screening?

Before you start signing the rental agreement, here are six tips on how to screen and how these steps keep you (and your property) safe.

TIP #1: THE CREDIT SCREEN

A credit score means very little without context. A 600 credit score, for example, doesn't tell you if the potential tenant is rising from the ashes of financial troubles or if they're spiraling downward from an 850 score. You need a full credit screen.

Unlike a flat credit score number, a **full credit screen** will show you everything they have past due—whether it's 30/60/90 days past due or credit available now, you can see all the way back to seven years. A full credit check reflects both installment accounts and revolving accounts, big or small. You can look for past due, collections, any repossessions they've had, foreclosures—literally everything. That includes bankruptcies. And you absolutely do not want a tenant tied up with an open bankruptcy. because they can tie the rent into that.

TIP #2: CRIMINAL BACKGROUND

A criminal background shouldn't just be a local record search; it should be a national records search. Look for both misdemeanors and felonies, sexual predators, eviction history. All of that is very big, and you want a **full picture of the potential tenant's criminal background and history.**

A word of warning: Be careful how you screen tenants with criminal history because of the impact it could have on you and your property. There's a huge difference between someone being arrested for carrying recreational marijuana and a pedophile.

TIP #3: EMPLOYMENT

Always review a potential tenant's employment. **Inconsistent or scattered employment history can be a major red flag.** Is their employment current right now? Do they have pay stubs that they can show you?

If they're moving from out of town, review what their guaranteed take home pay would be as of right then.

If they're self-employed, you'll need to review pretty much everything— pay stubs, bank records, tax statements, etc. Anything that helps to prove they can pay for the home they're looking to rent.



TIP #4: PAST RENTAL HISTORY

Reviewing rental history is more than just the last place a potential tenant lived; it's the last few places they have lived. An unfortunate reality is that people do lie on their applications. Just because a phone number was provided for a past landlord does not mean that's actually the past landlord's number. So be thorough.

When reviewing with the previous landlord or property management company, have something they can fill out with questions like:

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- Did they pay on time?
- Were they ever late?
- Did they ever miss any payments?
- Did they fulfill everything that was on the lease?
- How much was their rent?
- Did they ever bounce a check?
- How big of a deposit did they make?
- How much of their deposit did they get back?
- Did they damage the property?
- Did they have any pets?
- If yes, did the pets damage the property?

And on the topic of pets, be sure to [conduct a full background check and interview with the potential tenant's pet](#), too. [Petscreening.com](#) is a great resource in figuring out what questions to ask. Know the behavior of the pet, shot history and current shot status, and bite history along with [size](#), weight, type of animal, and breed (if applicable).

TIP #5: FAIR HOUSING RULES

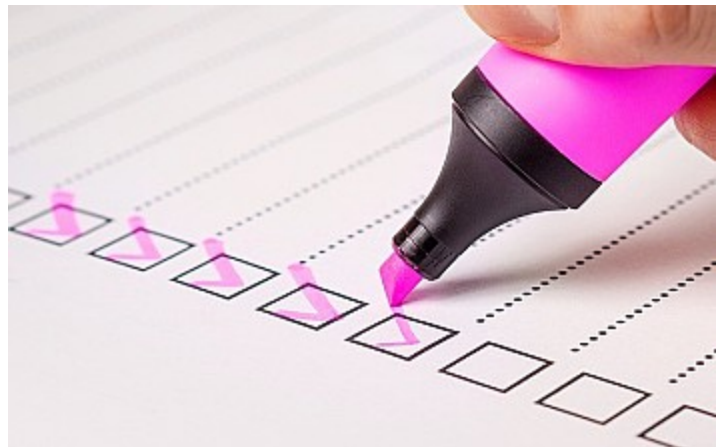
If you, as a property manager or a DIY landlord, own more than four homes—or you're a real estate agent and you're managing just one home as a licensed realtor—you have to follow [all the fair housing guidelines](#). There is a lot of information regarding fair housing regulations. Case and point, real estate agents must take a three hour class on fair housing guidelines, laws, and best practices.

TIP #6: WATCH FOR MOVE-IN URGENCY

If a potential tenant comes up to you and says, “Hey, I have full cash, I can pay cash upfront for the entire term of the lease,” [that may be a warning sign](#).

Listen for the urgency in needing to move. “I have to move right now. The owner is selling the property, it's closing right now,” or something along those lines. Phrases like that can be a warning sign.

Don't get railroaded by fast talk. Instead, slow down and ensure that you screen your potential tenants carefully. Review their social media. Even a basic Google search could bring up some additional red flags depending on what results you get back.



SUMMARY

Avoiding Common Landlord Pitfalls

The most important things are to remember:

1. **Conduct a full credit screen:** Don't look just at a score. Get a holistic view.

2. **Criminal background:** While not every tenant may have a criminal background, carefully review the ones that do. Depending on the nature of the crime reported could affect your property's reputation and/or make you uncomfortable.

3. **Review employment:** Make sure everything is current, accurate, and accountable—especially if your potential tenant is unemployed.

4. **Past rental history is important:** Review the previous landlords, check any provided phone numbers, and have a questionnaire ready. You want the real facts of how this person behaved in a rental property. Make sure they are someone that will respect your property, its rules, and you.

5. **Fair housing laws:** Comply with and educate yourself with fair housing laws to avoid ending up in legal hot water.

6. **Be on the lookout for warning signs:** If something doesn't seem right, do a little more digging. You have the right to protect your investment property.



Still not sure where to start? Want to try handling the majority of landlord duties on your own? Well, you're in luck! Navy to Navy's **Basic Package - Tenant Placement for the DIY landlord** may be just what you're looking for! This package includes:

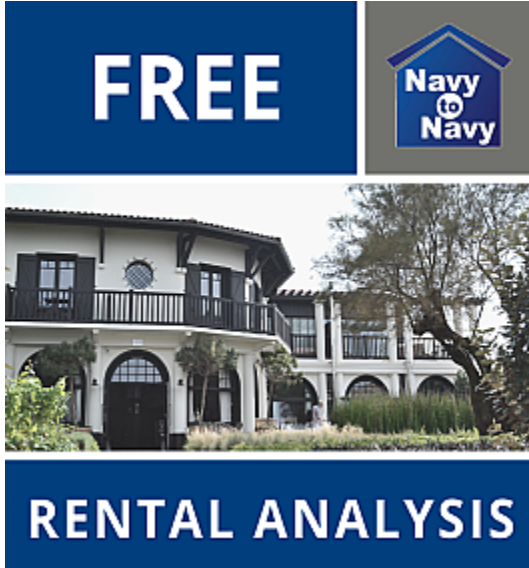
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- Complete Rental Analysis
- Internet Marketing
- Professional Home Showing
- Full Tenant Screening
- Fast Vacancy Filling
- Lease Signing Options

All this for the low price of 75% of a full month's rent. Less stress, less digging—more time, more relaxing, and more “oomph!” to your financial portfolio.

Interested?

Call Now! 855-530-HOME



Author

Mario Gonzalez & Anastasia Morgan

APPLIANCE REPAIR ADDENDUMS



To provide appliances or not to provide appliances—that is the question.

Or, at least, one of the main questions any landlord asks themselves, especially when they previously lived in their now-rental property. And it's absolutely understandable. There are **already so many potential clauses, addendums, and disclosures** to factor in already. Now you have to factor in a new set of questions.

What if you provide appliances but your tenant breaks them and won't admit it? What if an appliance you once knew worked like a charm breaks while your tenant is

living there?

How in the world do you keep track of all that? How do you protect yourself? And who is responsible for the repairs?

Worry not, dear landlord, this one little document can ease your appliance-based worries: The Appliance Repair Addendum.

What are Appliance Repair Addendums?

Without getting too technical, an appliance repair addendum lays out two major facts:

1. Who is responsible for paying for/handling repairs—landlord or tenant.
2. What appliances are covered under the addendum and what are as-is.

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Still confused? [LawInsider](#) has a great sample library that you can draw inspiration from (and get lost in...in the best way, of course!).

You already will have to [plenty of other legal i's to dot and t's to cross](#) so it makes sense to knock out a repair addendum [along with the rest of the legalese](#).

[There are responsibilities on behalf of both landlord and tenant](#), and a repair addendum helps keep all your ducks in a row. [Stephen Michael White at RentPrep.com](#) not only suggests what appliances to include or omit from your addendum, he compares tenant vs landlord responsibilities.

If you want to include language in the lease agreement or addendum that puts the responsibility of appliance repair onto the tenant, you can put in a clause that states that you have provided the appliances for the tenant's use but they are not part of the rent.

In other words, once the tenant takes occupancy, the use and any repairs as a result of that use, become theirs.

Some landlords take a middle ground and differentiate between damage or breaking vs. normal wear and tear.

For example, if a refrigerator needs repair due to tenant damage, he or she would be responsible for the repair.

If the refrigerator just stops working due to age or normal wear and tear, the landlords handles it.

Also, many landlords include language that puts responsibility on the tenant if they fail to report a problem with the appliance, like a leaky dishwasher, and the delay causes more damage to the appliance or surrounding area.

If the tenant does contract out for repairs, make sure your agreement states that you get a copy of the invoice for your records.

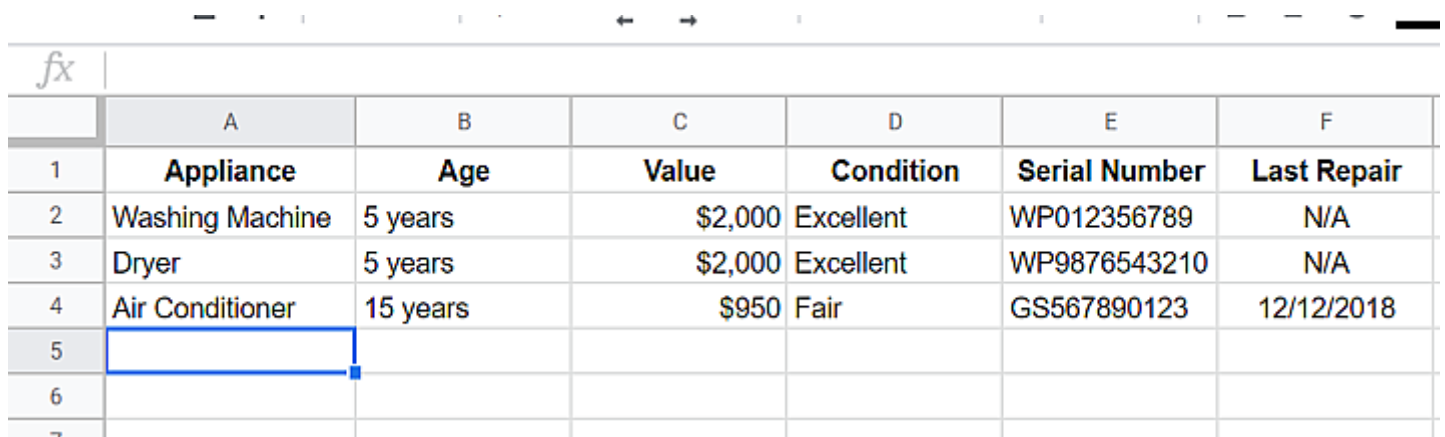
Also: Every landlord handles their property differently. Ensure you explain your repair addendum to your tenant with all responsibilities/expectations for each of you clearly written down.

Know before you go—age and condition of your appliances

First, **figure out early on what is an as-is item**, such as a swing set or above ground pools, versus what is a repair-worthy item, like a heater or electrical box. As-is items would be items that come with the home—nice to have but don't ultimately impact the livability of the property. Keep in mind anything you put on the repair addendum as an item you will repair, you will actually have to repair it.

Tip #1: Make a list.

For the very bare basics, take inventory of all your appliances. Jot down approximate age, value, and condition. For more advanced record keeping, try something like this:



	A	B	C	D	E	F
1	Appliance	Age	Value	Condition	Serial Number	Last Repair
2	Washing Machine	5 years	\$2,000	Excellent	WP012356789	N/A
3	Dryer	5 years	\$2,000	Excellent	WP9876543210	N/A
4	Air Conditioner	15 years	\$950	Fair	GS567890123	12/12/2018
5						
6						
7						

Tip #2: Take photos.

You'll want to have visual record of appliance conditions. Plus, take shots with the appliance's serial number and should you ever need to dispute something with the tenant (in court or otherwise) you'll have a record at your fingertips. Make sure you store the photos some place that's secure and in a location you can remember. Also add the serial numbers to the list mentioned in Tip #1.

Tip #3: Have all non-as-is appliances serviced/inspected.

Unless you have an appliance you don't care about replacing—such as a \$75 stove from Craigslist—be sure to have all appliances inspected and serviced appropriately. Not only could you save money in the long run, your tenants' satisfaction and your reputation would remain positive.

Repairs: If & When

Things break. It's a fact of life. You may be asking, "If I have to repair/replace an appliance, do I have to fix it immediately? What if it's on the weekend or in the middle-of-night? I don't want to pay exorbitant rates! Couldn't it wait until Monday morning?"

The answer: It depends.

If it's an as-is convenience appliance like a dishwasher, no. Out of courtesy to the tenant, try to get someone out to fix it as soon as possible.

If the heater went out and it's the middle of winter, YES. That affects property habitability. Not fixing a habitability-impacting appliance is against the law as the tenant's life could potentially be put at risk (exception: heater breaking during summer, but who uses a heater during summertime?). You could end up in a legal battle that you will absolutely lose; **it is the landlord's responsibility to keep the tenant safe and the property livable.**



While not strictly required, in the case of a non-critical appliance breaking with a delay in repair time, [giving a tenant a goodwill/inconvenience fee or small rent credit could help smooth over any sore feelings](#). Again, not necessary. But definitely a nice gesture.

And in case you don't want to deal with late night phone calls or maintenance management, [a property manager \(like Navy to Navy\) can handle that for you](#)—quite affordably, too.

Who pays for repairs?

So, there are a lot of questions in providing appliances in a rental property: Will the tenants pay for the repair? Will they pay for the replacement? What if the tenants "don't have the money for the repair right now"? Will it damage my property in the long run?

First, take a deep breath.

Feeling better? Centered? (Om...om...) Good.

Who pays for the cost of repair comes down to three main factors.

1. [How was the damaged caused?](#)
2. [Does the the damage to this appliance affect the habitability of the property?](#)
3. [Was it in the rental agreement/appliance addendum?](#)

Anything you're willing to pay for that doesn't strictly affect the habitability of the property should be included in the appliance addendum. Remember that this does make you responsible for paying for any damages. Leave out anything you don't want to pay for (again, [so long as it does not affect the property's habitability/structural integrity](#)).

Do I HAVE to include appliances with my rental?

Yes and no.

No, you don't have to include the non-essential, as-is appliances like toasters, microwaves, and washing machines. However, as stated previously, **there are certain appliances that must be provided and kept in working order so as to maintain a property's habitability.** More than likely, though, you will have some appliances in your rental. Biting the bullet and creating an appliance repair addendum will save you so many headaches. As a plus, knowing what you consider an appliance **can be helpful at tax time**, especially if you had to do any major repairs, replacements, or installs.

So our recommendation is to save yourself some trouble and get a solid appliance repair addendum put together. And don't forget that property managers like Navy to Navy have tons of experience and are here to help make your life easier—and know a thing or two about addendums of all sorts.

Happy renting!

PS- Need help?

-

Want someone to manage your rental property (and appliances) for you?

We do that too. :)

Author

Anastasia Morgan



The advertisement features a dark blue header with the word "FREE" in large white letters. To the right is the "Navy to Navy" logo, which consists of a blue house icon with the text "Navy to Navy" inside. Below the header is a photograph of a two-story white house with black shutters and a balcony. At the bottom of the advertisement is a dark blue footer with the text "RENTAL ANALYSIS" in white capital letters.



EVICTION COSTS

One of the biggest questions landlords ask: Who pays for an eviction?

And that's a fair question. Unfortunately, most times the landlord/owner will end up paying for the eviction proceedings.

Evictions are a messy, costly process. Plus they're generally an unpleasant experience and require a lot

of legal hoops to jump through.

In the state of Florida, the average cost of an uncontested eviction runs between \$500-800 and takes about 30-45 days to complete.

So why begin the eviction process?

There are [many reasons to begin the eviction process](#). One of the most common reasons is lack of payment.

Why?

Most leases are written to grant a 4-day grace period with rent due on the first of the month. Then, [there's the 3-day notice](#) you must provide which states your intent to initiate eviction proceedings should the balance go unpaid. This brings you to about mid-month before you can start evicting--and in the interim, you're still losing time and money! But eviction means taking the tenant to court.

The eviction process and court

As previously mentioned, eviction is an expensive process to undergo. However, if you have an [experienced property manager](#) like Navy to Navy, you may have opted into eviction protection.

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An easy way to think of eviction protection is to compare it to insurance. For a small monthly fee, the property management company covers the fees and the headache of the actual eviction process.

Instead, you as the landlord can say to your property management company, “Get that unpaying tenant out of my property, please,” and the property manager can and will work to remove that tenant for you.

That said, it doesn’t mean that going to court is easy. There are more expensive fees. But the alternative to not getting rid of a bad tenant can cost you thousands in lost rent, repair costs, and lots more stress and sleepless nights.

TIP: Ensure your lease states that the prevailing party must pay any and all expenses incurred. It’s a good idea--a “just in case” the case drags on, and the hourly lawyer fees begins to stack up.

And you do have options

If you’re using a reputable property management company like Navy to Navy, confirm what their tenant screening criteria is, how effective at communicating they are, and how engaged they are during routine inspections. While you can’t plan for every possibility, you can get ahead of potential evictions by having a thorough screening process.

But what if you’re a DIY landlord and you’ve found yourself in over your head with a troublesome tenant that just won’t leave? Don’t worry! Not all hope is lost.

Even if you have never worked with a property manager before and everything’s a mess, Navy to Navy knows how to step in and handle the situation. We call this helping hand our [Landlord Rescue](#) service. We have experience dealing with non paying tenants, uncommunicative tenants, and flat-out bad tenants—and we know the ropes when it comes to pursuing legal action if necessary. Not only that, if a bad tenant damaged your property or your property’s reputation, Navy to Navy knows how to restore your home and bring it back to ready-to-rent, top condition.

If you need a rescue or you simply want to learn more, fill out our easy-to-complete [Landlord Rescue form](#) and let’s talk soon!

Thanks for reading!

I hope you enjoyed this collection of articles pulled together by our team. As a property manager and real estate investor for more than 20 years, one of the biggest pitfalls that we see landlords fall into again and again is getting the wrong tenant in their property.

A bad tenant can:

- *Cost you money - court fees, eviction fees, lost income
- *Cost you time - time to go to court, time to chase rent, time you pull from your job
- *Devalue your investment - destroy your home or property with costly repairs

Much of this can be avoided by simply finding the right tenant for your property the first time - and we've pretty much nailed down that process to a "T" at Navy to Navy Homes.

If you're already in a bad tenant situation, we created a Landlord Rescue program just for you. We'll jump in and save the day.

Chat soon!

Sincerely,



Mario Gonzalez

**Rescue Me
from my
BAD
Tenants**

**Help Me
Find
Great
Tenants**

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