

Protecting Your Rights: What Steps Should Landlords Take Before Signing a Lease with a Prospective Tenant?

INTRODUCTION

Every day in Connecticut, landlords are forced to file lawsuits against former tenants in the hope that they can recover money damages from tenants who have violated their leases. Not surprisingly, the success of these cases often hinges on the landlord's ability to prove that the tenant failed to pay rent pursuant to the lease or that he or she caused excessive damage to the rental property. Unfortunately, many landlords are not adequately prepared to prove these facts because they have not thoroughly documented the condition of the rental property before the tenant began occupying it or they failed to keep an accurate accounting of rental payments received or not received.

Yet, there are a few easy and practical tips that a landlord can follow to increase his or her chances of winning against a delinquent tenant at trial. This article offers advice for landlords who wish to improve their chances of winning in court. Indeed, if you are a landlord who is forced to file a lawsuit to collect damages for unpaid rent or damage to property, obeying these simple and straightforward tips will help to ensure success in your case.

HELPFUL TIPS

Prepare a Rental Application Form and Conduct a Credit Check

Before discussing the terms of a lease, landlords should have any prospective

tenant fill out an informational rental application. An application can provide helpful background information about the tenant, including work status and rental history. All of this information can help the landlord make an informed choice as to whether or not the applicant would be a suitable renter. The landlord can also use this information to conduct a credit check of the tenant. Credit checks are a relatively quick and inexpensive way for a landlord to measure whether or not a potential tenant has the finances to make regular rental payments. A credit check which reveals that a tenant is a credit risk should raise red flags for the landlord and the landlord would be well-advised to search for another tenant before renting the property to that person.

Obtain a Certificate of Compliance

Before renting property to a prospective tenant, the landlord should also obtain a certificate of compliance from the town where the rental property is located. Most towns require landlords to obtain a certificate of compliance with the local building inspector *before* the property can be leased. The certificate basically verifies that the property complies with local health, safety, and building code requirements. The fact that the landlord obtained a certificate can be helpful evidence that the rental property was in good condition when the tenant first started renting.

Furthermore, the landlord's failure to obtain a certificate can also have serious—and unfavorable—implications for a landlord. Such a landlord can be subjected to daily fines from the town. Even worse, a tenant who has failed to pay rent may be able to rely on the

absence of a certificate as a defense for not making payments. Thus, a savvy landlord will always obtain a certificate of compliance before renting the property.

Photograph the Rental Property – Before and After

Any landlord who is planning on renting property would be wise to take photographs of the property just before it is rented. In many instances, tenants cause excessive damage during their tenancy that is above and beyond normal wear and tear. Under Connecticut law, a landlord is permitted to charge the tenant for excessive property damage of this nature. By taking photographs directly before the property is rented, a landlord can effectively preserve the record in the event that the tenant causes damage to the property during the lease period. Should the landlord be forced to go to court to collect property damages, photographs can be very compelling evidence, particularly when the landlord has also taken photos *after* the tenant leaves the property. The landlord should always be careful to label the photographs by date and store them in a safe place so as to preserve their integrity.

Conduct a Walkthrough of the Rental Property with the Tenant

The landlord should also conduct a walkthrough of the premises with the prospective tenant. Walkthroughs give the parties an opportunity to make sure that the property is in a habitable and safe condition before the rental begins. If any defects are found during the

walkthrough, the landlord can fix them before the tenant occupies the property.

Landlords should also note that it is always helpful to memorialize the fact the property is in a habitable condition. This can not only be accomplished by taking photographs, but it can be done by completing a checklist during the walkthrough itself. As each room of the property is toured, the landlord and the tenant can check off that the areas are in a suitable condition. Once the checklist is completed, the landlord and the tenant should date it, sign it and initial each page. The landlord should keep a copy of it in his or her files and give a copy of it to the tenant. The checklist can ultimately be valuable evidence if the landlord has to try to collect property damages from the tenant in the future.

Obtain a Security Deposit

The landlord should demand some sort of security deposit from the tenant before renting the property. Connecticut law allows landlords to demand security deposits from tenants before the lease period begins. A security deposit is basically a down payment that the tenant gives to the landlord so the landlord can protect itself financially if a tenant violates the lease in some manner.

The landlord should take note that there are very specific legal requirements for security deposits in Connecticut. For example, the landlord must place a security deposit in an interest bearing bank account for the tenant's benefit. Moreover, if a landlord chooses to keep all or part of a security deposit, he or she must give the tenant an itemized list

of the damages and expenses that he or she allegedly incurred. Finally, if the landlord chooses to give the entire security deposit back to the tenant, he or she must do so within thirty days of the date that the tenant vacates the premises. In fact, if the landlord fails to meet the thirty day deadline, the tenant is automatically entitled to collect two times the amount of the deposit itself.

Adopt Careful Accounting Procedures

Landlords should also adopt careful accounting procedures. This will involve keeping track of the date that rental payments are made, the amount of each payment, the method that the payment is made, and the party making the payment. It is particularly helpful for a landlord to give the tenant a receipt each time the tenant makes a payment. That way, if a lawsuit has to be filed, the receipts and ledgers will serve as important evidence to establish that a tenant has failed to pay the rent and the amount of damages to the landlord.

Include an Attorney's Fee Provision in the Lease

Landlords should also include an attorney's fee provision in their leases. A well written attorney's fee provision should allow a landlord to collect attorney's fees and costs in the event that he or she has to hire an attorney to collect damages from the tenant. Lawsuits can be an expensive proposition, so having an attorney's fee provision can help ensure that the landlord is able to recover the expenses associated with taking a delinquent tenant to court.

CONCLUSION

Ultimately, complying with these simple steps should go a long way in protecting a landlord's financial interests where a tenant has failed to pay rent or has caused damage to a rental property. While it is never easy to predict how a court might respond to damage claims, adopting the steps outlined above can give landlords a significant advantage in their quest to recover damages from delinquent tenants.

This Newsbrief is for informational purposes only. It should not be construed as legal advice. As always, please contact our office for specific questions and concerns.