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UPCOMING EVENTS:

General Membership Meeting, Salt Lake
Thursday, Aug. 29, Noon-10 p.m.
Topic: Eviction Law

Southern Utah Mid-Year Meeting, Cedar City
Cedar City Library
Friday, Aug. 30, 10 a.m.

Southern Utah Mid-Year Meeting, St. George
Sunset Springs Clubhouse
Friday, Aug. 30, 2 p.m.

Reverse Trade Show
Sport City, Draper
Tuesday, Aug. 20, 11 a.m.-3:30 p.m.

RH

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Assistance Cat Denial Leads to HUD Charge

RENTAL HOUSING JOURNAL

Landlords who refused to allow a single mother with a daughter who needs an assistance animal to rent a townhome has been charged with housing discrimination, according to a release. The woman had already signed a lease and explained to the landlords that her oldest daughter, who has mental disabilities, needed the assistance cat – which was recommended by her daughter's therapist – to live in the townhome in Minnesota.

“For individuals with mental disabilities, assistance animals provide the support they need to perform life's daily tasks,” said Anna María Farías, HUD's Assistant Secretary for Fair Housing and Equal Opportunity, in the release.

See 'Landlords' on Page 6

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Save the Dates for These Events!

UTAH APARTMENT ASSOCIATION

Economic Conference

September 10, 2019

9:00 AM - 12:30 PM

230 W. Towne Ridge Pkwy, Sandy, Utah

UAA Members: \$75
non-members: \$85

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MAINTENANCE MANIA!

Friday, September 27, 2019

Sports City, 757 W. 11400 S., Draper, Utah

www.uaahq.org/maintenance-mania

Have you made your plans yet to attend the Utah Apartment Association's Economic Conference (Sept. 10, 2019) and Maintenance Mania! (Sept. 27, 2019)?

The member rate for the Economic Conference is \$75; non-members, \$85, and you'll have a chance to hear from experts in the rental housing industry about where the market is headed. Find details at www.uaahq.org/economic-conference.

Maintenance Mania! (\$39 per person; with a buy-3-get-1-free deal) will feature apartment pros competing in maintenance-focused challenges testing skills and knowledge to earn the title "Maintenance Mania Champion." Learn more at www.uaahq.org/maintenance-mania.

UAA Wins Excellence Award for Education

Each year at the National Apartment Association's Apartmentalize Conference, NAA presents their Excellence Awards. The presentation for 2019 was held in the "Mile High" city of Denver, Colorado. UAA was presented as the winner of the Affiliate Education Award.

This award recognizes the UAA's commitment to the quality education programs that are available to our members. The award was given specifically for the UPRO (Utah Professional Rental Operator) designation program that is offered.

UAA was happy to accept the award and celebrate the efforts of all the staff members who help to make the program successful.



In addition to the staff efforts, a special acknowledgement goes to Stephanie Murrell, Education Director of the UAA. Although she has been with the

Association for less than a year, she is already making her mark with nationally recognized programs for Utah members!

Published In Conjunction With:

RH ON-SITE

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RH VALLEY

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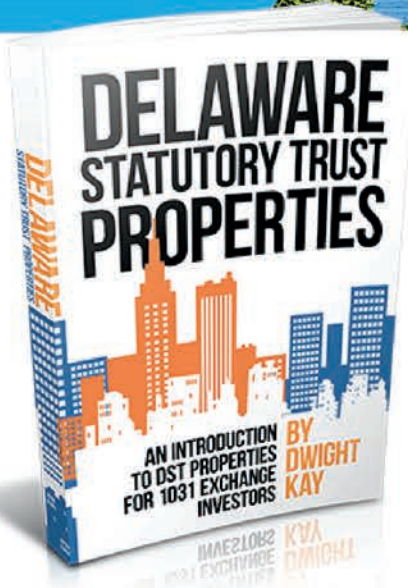
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Case Study: A Client's First Experience with DSTs?

By **BETTY FRIANT**
SENIOR VICE PRESIDENT
KAY PROPERTIES & INVESTMENTS, LLC

The client has invested in real estate since 1987. After experiencing difficulties in renting an industrial property she owned for the past 13 years, it was time to sell.

Having sold many properties in the past, the concept of doing a 1031 exchange was all too familiar to her. She questioned whether or not to do it this time.

In consulting her financial advisor and CPA, she was informed of the tax consequences in selling this property. In hearing this information, she inquired into the best course of action for her tax situation.

The advice was based on a simple question, "Do you want another rental property?" Emotionally, the client was tired of the responsibilities associated with being a landlord, in addition to everything involved in purchasing another rental. Logically, however, it was concluded that the best course of action was to purchase a replacement property and defer the taxes.

The search began for a replacement property, with the industrial unit settlement coming in 60 days. Within a few days, she was tired of looking through hundreds of listings provided by residential real estate agents and commercial properties that did not meet the financial criteria.

Despite these challenges, the search continued until she reached a point of frustration and considered paying the tax, rather than deal with this long process. Why invest in another property, doing the same things she had already been doing, such as rent collections, paying bills, and solving all sorts of problems?



She called her commercial broker to discuss the situation, who said the DSTs sounded like the perfect solution for her situation.

The client was then introduced by the commercial broker to Kay Properties and Investments, LLC. She was hesitant at first, not knowing how DSTs work. Taking it upon herself to read all of the educational material and asking many questions, the client studied DSTs prior to the settlement for her warehouse.

The client spent six weeks prior to her warehouse settlement, immersed in numerous PPMs and in study mode with Kay Properties. In the end, the client was grateful to Kay Properties for helping her avoid a huge tax consequence and educating her through various channels.

The client was able to successfully complete her 1031 exchange into a diversified portfolio of DSTs consisting of Class

A apartments, Class B apartments, and also single tenant net lease industrial. The process from the close of the warehouse to the selected DSTs took place within a week! She was delighted to start receiving income from her DST investment because for the two and a half years prior, her relinquished property had been vacant and not producing income.

She now enjoys sharing her new acquired knowledge with other investors who are tired of property management but still love the passive income that real estate offers.

This is an example of the experience of one of our clients and may not be representative of the experience of other clients. Past performance does not guarantee or indicate the likelihood of future results. Diversification does not guarantee profits or protect against losses.

About Kay Properties and Investments, LLC:

Kay Properties and Investments, LLC is a national Delaware Statutory Trust (DST) investment firm with offices in Los Angeles, San Diego, San Francisco, Seattle, New York City and Washington, D.C. Kay Properties team members collectively have over 114 years of real estate experience, are licensed in all 50 states, and have participated in over \$7 billion of DST real estate. Our clients have the ability to participate in private, exclusively available, DST properties as well as those presented to the wider DST marketplace, with the exception of those that fail our

due-diligence process. To learn more about Kay Properties please visit www.kpi1031.com.

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There are material risks associated with investing in real estate, Delaware Statutory Trust (DST) properties and real estate securities, including illiquidity, tenant vacancies, general market conditions and competition, lack of operating history, interest rate risks, the risk of new supply coming to market and softening rental rates, general risks of owning/operating commercial and multifamily properties, short-term leases associated with multi-family properties, financing risks, potential adverse tax consequences, general economic risks, development risks and long hold periods. There is a risk of loss of the entire investment principal. Past performance is not a guarantee of future results. Potential cash flow, potential returns and potential appreciation are not guaranteed. For an investor to qualify for any type of investment, there are both financial requirements and suitability requirements that must match specific objectives, goals and risk tolerances.

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Chair's Message

The 4 Values of the Utah Apartment Association

By MATT LEDINGHAM



MATT LEDINGHAM
Chair, Utah Apartment Association

As the UAA Board Chair, I am grateful for the continued opportunity to serve, and to the other board members, volunteers, staff and members who make the association work.

The UAA follows four values as the ideals that inspire and animate the association. I feel like it important to share these values so that

the members can understand how we intend to serve their interests.

1 - PASSIONATE ABOUT RENTAL HOUSING SUCCESS

We are high energy, passionate about serving people and doing our best work. We aren't apathetic, low energy, or negative people – we want passion, channeled to serve the rental housing industry.

2 – CONNECTING AND ENGAGING PEOPLE

We like people and want to connect and engage with others and help them to connect and engage with each other.

We enjoy meeting and working with others and facilitating connections.

3 – ADAPTING QUICKLY IN A CHANGING WORLD

We can adapt, accommodate, move quickly and embrace and not resist constant change. We contribute ideas but ultimately move in the direction chosen by the organization. We also need to be able to let go and move forward.

4 – WORLD-CLASS RESOURCES AND PROGRAMS

We take pride in developing and maintaining the highest quality and

most relevant resources and programs in a timely manner. We recognize our mission to advocate, educate and connect in the advancement of the industry.

MOVING FORWARD

As we look to the future, we anticipate that we will continue to face numerous challenges and opportunities. But whatever may come, you can rest assured that working together we will continue to fulfill our mission to be “Utah’s leading advocate and resource for the owners, real estate professionals, developers, management teams, suppliers and service providers dedicated to quality rental housing.”

Ask the Attorney

What Happens if Tenant Files Discrimination Suit Against Landlord?

By JEREMY SHORTS, ESQ.



JEREMY SHORTS
Attorney

Q: I just received a letter saying my tenant filed a discrimination complaint against me. What happens next?

A: In today's world, it's not if you will be sued, but when.

Most discrimination complaints come from the state (UALD – Utah Antidiscrimination and Labor Division) or federal government (HUD – Housing and Urban Development). Once a complaint is filed, the parties

are usually asked to participate in voluntary mediation (a “conciliation conference”). If the case is settled in mediation, the case is closed.

Second, if mediation is unsuccessful, you need to respond to the complaint to tell your side of the story and participate in an investigation.

The investigator (from the UALD or HUD) may interview witnesses, subpoena documents, etc. in order to fulfill their investigation.

At the end of their investigation they will issue a decision to determine whether discrimination occurred and may impose penalties.

Finally, no matter what the decision is, either side can pursue a review or



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appeal of the case. Knowing what the decision is will determine whether you want to appeal the case. Sometimes it may make more sense to accept the

decision and fines instead of going forward with the expense and risk of additional litigation.

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Rental Housing Journal is a monthly publication of Rental Housing Journal, LLC.

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Avoiding Self-Inflicted Damage



state.

- The fees we pay for rental properties are relatively low and the regulation, in most cases, is fair and reasonable.
- And yet, we are a state where there are fair laws for renters too.

In a recent class, a gentlemen kept reiterating how awful our laws are and how tenants can get away with just about anything. As we discussed it, I expressed my opinion that if tenants are getting away with anything, it is probably because the landlord is letting them! The landlord either does not understand the law or, if they do, they hesitate to jump through the



minimal hoops it takes to address issues.

It became clear as we continued through the class that most problems landlords cause are “self-inflicted” and can be avoided. The problems we have are quickly dealt with if we know how to proceed.

I wanted this month to talk about five common “self-inflicted” damages and how we can avoid them.

There are several renters in Utah with more than seven evictions on their record, yet they have no problem finding landlords to rent to them that they then stiff and become a pain for.

The solution is background checks and having professional rental criteria to limit risk.

The solution is to not let tenants pay late. Either we train our tenant or they train us. It is a self-inflicted wound to have a chronic late payer.

They do this because you let them get away with it.
STOP IT!

Require on-time payment, late fees when they pay late, and evict immediately if they don't pay. Evictions take an average of 25 days and about \$500, if done right. It is that easy.

They move in extra people, unauthorized pets, they smoke where it's prohibited, etc. Solution – Get to know the “Three-Day Comply or Vacate” notice and serve it the minute tenants violate the first rule. Either we train them or they train us.

The solution is quarterly inspections. Look for damage. Fix it now and bill the tenant. If we make them fix the first damage they do, they are likely to be more careful later on. Either we train them or they train us.

The solution is to require higher deposits, enforce your rules, make people pay rent as they go, do regular inspections, etc. The things we all know we are supposed to do, but let slide all too easily.

Almost all our landlord problems are self-inflicted. Reduce them by applying basic principles of management such as performing good screening, enforcing your rents and rules, dealing quickly and professionally (by serving notices) with problems, and doing regular inspections.

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Landlords Face Bias Charge Over Assistance Cat

Continued from Page 1

She said the action “demonstrates HUD’s ongoing commitment to taking appropriate action when housing providers fail to meet their obligations to comply with the Fair Housing Act.”

The U.S. Department of Housing and Urban Development (HUD) said the case came to their attention when the mother of three minor children filed a complaint alleging that the owners of the townhouse refused to rent her the home for which she had signed a lease agreement because she asked them to permit her oldest daughter’s assistance animal to live in the home.

HUD’s charge states her “daughter’s disabilities substantially limit her daughter’s major life activities, including, but not limited to, sleeping, taking care of herself and her surroundings, focusing, and engaging in social interactions. Due to those limitations, complainant’s daughter is disabled, as defined under the Fair Housing Act.”

NO PETS, NO EXCEPTIONS



The landlords’ lease stated, “Residents are not allowed to have pets of any kind on the premises. There are no exceptions to this rule.” Elsewhere in the lease it had a provision that warned, “NO PETS ALLOWED.” HUD’s charge alleges that the owners refused to allow the assistance animal in the home, even though the woman

provided documentation from her daughter’s therapist attesting to the need for the assistance animal and how it addressed the girl’s condition.

The woman then wrote a letter to the landlords and requested a reasonable accommodation to this no-pet policy. The reasonable accommodation requested was for permission to

permit her daughter to reside with her assistance animal at the property.

The letter from the therapist stated that the daughter suffered from major depressive disorder for several years and “is on medication for this disorder. She has also regularly attended therapy and a therapy skills training group. In the group, participants are encouraged to find coping strategies that are not self-destructive and one of the coping strategies is petting and being with her cat. The cat is a companion animal that has assisted in dealing with her depression. I would be in favor of (the daughter) being allowed to have this animal in her new living environment if at all possible.”

The landlords provided a letter back saying, “We are so very sorry and sympathetic to hear of your family situation. And we understand how difficult these situations can be. We have, and have had, some very similar situations. Unfortunately, we have a strict NO-pet policy. This is clearly stated on the application. So, if we let you have a pet, then everyone else will want one. Do you see how this will go?”

The landlords denied the reasonable accommodation request.

ASSISTANCE ANIMALS NOT PETS

HUD has said in the past that service and assistance animals are not pets. Concurrently with the denial of the reasonable-accommodation request, the owners terminated the lease agreement before the family could move in. HUD’s charge further alleges that the woman informed the owners of their responsibilities under the Fair Housing Act and its protections for individuals with disabilities and asked that they reconsider her request. The owners refused to do so, and the family was forced to find other housing.

The Fair Housing Act prohibits housing providers from denying or limiting housing to people with disabilities, or from refusing to make reasonable accommodations in policies or practices for people with disabilities.

This includes not allowing people with disabilities (impairments that substantially limit major life activities) to have assistance animals that perform work or tasks, or that provide disability-related emotional support. In addition, the act prohibits housing providers from retaliating against people who exercise their fair housing rights, such as filing a complaint with HUD.



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The full course with materials is being offered for \$825.

Register online : www.uaahq.org/CAM



When a Tenant Says ‘No’ to Showing Property

Dear Landlord Hank: Have you made an inquiry into the new Oregon Rent Control? My question is a tenant has lived in a place 12 years and the landlord wants to sell and gave the tenant a 90-day notice but now the tenant does not want the property shown. I realize there is a 24-hour notice law that has to be done in writing. But what if the tenant says NO??? Would the landlord then give a 30-day eviction notice? Failure to comply with rental documents? I have not seen the rental documents to know what if sale or for rent clause. I am a real estate broker asking for the tenant. Thank you. — **Karen**

Dear Karen: Yes, I read about Oregon’s statewide rent control and limiting rent increase to 7% per year + inflation.

Is there a current lease in place? What does the lease stipulate about showings?

Many leases allow the unit to be shown at any time, with notice to the tenant. So if the tenant refuses to allow entry, the tenant is violating the lease.



Best to consult an attorney, in your area, conversant with landlord-tenant law.

* * *

Dear Landlord Hank: My tenant gave notice that they are ending the lease four months early. I know I can charge for expenses to rent the property again and any months it’s not rented, but I manage it myself so there are not any real expenses. Only my time and energy and I have already found a new tenant so there is only a few days of missed rent. However, I would like to charge a “breaking-the-lease fee” for my time and the inconvenience. How much can I charge if the lease doesn’t specifically say how much a charge would be for breaking the lease? The house is in Peoria, Arizona, and I’m

thinking of just charging the security deposit as the fee. Thanks for your help! — **Mike**

Dear Landlord Mike: I’m not able to give legal advice, so please don’t construe this as such.

Does your lease address default? Usually there is a paragraph devoted to this issue, since it happens frequently.

Some leases indicate that if the tenant doesn’t fulfill the lease, the owner is entitled to the deposit. Other leases indicate the deposit is for damage only and any unpaid rent, future rent, attorney fees, etc.

Sounds like you have a few days rent coming to you, for sure. I know you feel like the tenant owes you something for breaking the lease, but it sounds like you haven’t really lost anything, other than a few days’ rent.

If the tenant were to take you to court over the security deposit, and it comes to light that your only real claim of loss is a few days’ rent, you could potentially owe the tenant for legal fees and at least the entire deposit. (I don’t know Arizona state law).

I’d consider myself very lucky to have been able to re-rent almost immediately, and give the tenant an official accounting of the few days deduction of rent from the deposit, and refund the balance by certified mail, in the time frame you have to work in.

You may want to amend your next lease to address this issue.

About Landlord Hank: “I started in real estate as a child watching my father take care of our family rentals-maintenance, tenant relations, etc. in small town Ohio. As I grew, I was occasionally Dad’s assistant. In the mid-90s I decided to get into the rental business on my own, as a sideline. In 2001, I retired from my profession and only managed my own investments, for the next 10 years. Six years ago, my sister, working as a rental agent/property manager, convinced me to try the Florida lifestyle. I gave it a try and never looked back. A few years ago, we started our own real estate brokerage. We focus on property management and leasing. I continue to manage my real estate portfolio in Florida and Atlanta.” Visit Hank’s website: <https://rentsrq.com>

Agency Rebrands to Better Reflect Role as Connector

The Housing Authority of the County of Salt Lake becomes Housing Connect

The Housing Authority of the County of Salt Lake, which for nearly 50 years has been dedicated to assisting people with quality affordable housing, announced that it has officially changed its name to Housing Connect to better reflect the agency and the value it brings to the community.

“Our experience has shown us that having a stable affordable home is the linchpin for having a productive fulfilling life,” said Housing Connect CEO Janice Kimball. “A home provides the safety and stability necessary to pursue education, work and health. It allows for families to connect to the community.

“As the environment in which we operate has changed, our expertise, experience, services and housing programs have changed. The Housing Connect name better reflects the services we provide and emphasizes our core strength of connecting people with the resources they need to improve their lives and help our community thrive.”

Housing Connect provides innovative, well-designed housing solutions and services that help address the affordable housing crisis. These homes provide those in distress with the fundamental platform they need to succeed and become self-sufficient.

“Our housing is designed to connect residents to resources such as health care, schools, jobs and transportation,” said Kimball. “We connect residents with support services to promote self-sufficiency and empowerment. Our dedicated staff works with partners and others in the community to connect our clients with the services needed for their specific situations.”

“Housing Connect helped me become more self-sufficient,” said former Housing Connect client, Jessica Jacobs. “They provided me with the

stability I needed to make a better life for me and my kids. After graduating from the self-sufficiency program, I got my finances in order and now I own my own home and am building a career.”

“We envision a future where all residents have access to quality affordable housing, which is the cornerstone of vibrant communities where residents are able to achieve their goals,” said Kimball.

All communities need teachers, firefighters, police officers, municipal employees, health care workers, landscapers, retail salespersons, and other essential services workers. It is not only a community’s essential service workers who are in need of affordable housing. The market for affordable housing is diverse and does not resemble

many people’s perceptions about who lives in affordable housing. People in all stages of life need such housing. The adult children of community residents who are just starting out in their careers need affordable housing options. The parents of residents, who may be on a fixed income, might need low-maintenance, affordable housing. Disabled people, including war veterans, need and deserve affordable housing. “

Housing Connect currently owns and manages more than 1,200 housing units and provides rental assistance to approximately 3,000 households. Housing Connect is seen as a leader and its innovative properties, such as Kelly Benson and Bud Bailey apartments, have been locally and nationally

recognized as model projects.

“Access to affordable housing is a major issue in our community,” said Jennifer Johnston, Chair of the Housing Connect Board of Commissioners. “Affordable and well-located housing are central to an individual’s economic opportunities and strong local economies. We at Housing Connect stand ready to partner with communities to find the best housing solutions for their community.”

“We applaud Housing Connect’s efforts in addressing affordable housing in our community,” said Salt Lake County Mayor Jenny Wilson. “They are helping us close the affordable housing gap, but more needs to be done. We need communities to step up and offer more affordable housing opportunities.”

Utah Apartment Association August General Membership Meeting FUN BUS TRIP

General Membership Meeting August 29th Noon - 10 PM \$20 Fun Bus & Education 1 Hr CE



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