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Negotiation, compromise part of good tenant/landlord relationship

By Charles Scutt
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Tenant troubles can come in sizes both large and small, from worrying about a rent increase to wiggling out of an eviction. But landlords shouldn't be viewed as evil "slumlords" determined to make tenants suffer. If you're facing a challenge as a leaseholder, talking to and attempting to negotiate with your rental-property owner can make a world of difference – saving you money, time and aggravation in the process.

Say, for example, your apartment is too chilly or has a dripping faucet. The first thing to do is communicate the problem in a polite but punctual fashion to your landlord, says John R. Twombly, a rental property owner and clinical professor of accounting and finance at the Stuart School of Business at the Illinois Institute of Technology in Chicago.

"Landlords have their own preferred style of communication. Some prefer written notices, while others prefer telephone or voicemail notices," he says. "Whatever the problem, call the landlord first, as the fastest way to have a relationship go downhill is to call a government agency."

Temperament and tone of voice are important when communicating with a landlord, according to Jim Camp, president/CEO of The Camp Group, a negotiation consultancy based in Dublin, Ohio.

"Never become aggressive in action or voice. State the problem clearly, and know exactly what you want the landlord to do or decide upon," Camp says.

Twombly says it's important to "give the landlord a reasonable amount of time to respond. In the absence of heat, for example, that might mean a few hours, but a leaky faucet or running toilet, on the other hand, can wait a bit longer."

If the landlord's response doesn't match the severity of the situation, "then a phone call to the city or municipality might be in order when we are talking about a health or safety consideration. If it is a cosmetic problem or minor irritant, then a certified letter might be in order," says Twombly.

Any complaint you have as a renter should also be carefully documented in writing, says Zachary Schorr, lead real-estate attorney for Los Angeles-based Schorr Law.

"If the problem is a physical one, I even suggest taking photographs and enclosing a copy with your written communication," Schorr says.

If you've asked your property owner to make practical or safety improvements to your leased premises and he or she has not done so in a reasonable time frame, your next recourse is to contact your local housing authorities, Schorr says.

"Many cities have local housing departments that are responsible for enforcing health and safety code rules and regulations," says Schorr. "These housing departments can pressure landlords to make repairs and will often inspect a tenant's apartment and cite the landlord if the conditions are substandard."

Did a recent rent increase get you down? Daniel Hedaya, director of leasing and management for New York-based Platinum Properties, says that the market is on your side.

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“The majority of landlords realize that they simply do not have the upper hand anymore and that this is a renter’s market,” says Hedaya. To combat a rent increase, “renters should research which deals or additional options are available to them and use this information as leverage with their landlord.

“If you pay your rent on time and are a good tenant, the landlord will most likely not want to lose you and be willing to negotiate, as lowering the rent increase by a few dollars will end up costing the landlord less,” Hedaya says.

If the landlord won’t budge, Twombly says you may want to offer to rent quarterly in advance for a rent deduction.

Many tenants come to an impasse with their landlords over owning pets in the rental unit. If your lease restricts having Fido or Fluffy on the premises, you may be able to appeal to him or her via a greenback pledge.

“The best possible solution is to offer an extra security deposit that usually amounts to an extra half month’s rent,” says Lauren Leonardi, a REALTOR® with Keller Williams Gold Coast in Chicago. “This will protect the landlord if the dog or cat does any damage. Another option is to pay additional pet rent, which can be a win-win for both parties.”

Renters who are eager to change move-in/move-out dates should communicate their desires early to a rental property owner, says Camp, who adds that “the sooner you even suspect the dates might not work, address them.”

“Our policy with tenants who would like to break their leases and leave early is to offer them the opportunity to advertise and find a new tenant to replace them,” Twombly says. “They can then tailor their move-out date with the new tenants directly.”

Lastly, when it comes to avoiding an impending eviction, it’s vital to learn the exact reason why, says Hedaya.

“The majority of the time, landlords only evict tenants when there is significant reason to do so, and eviction is generally the landlord’s last resort,” Hedaya says. “However, to delay this process, the renter should fix anything that is possible cause for the landlord leaning toward eviction. Another good course of action is to seek legal counsel, as an attorney would be able to provide assistance in determining the best alternative.”

If you know the eviction is inevitable, you can try several stalling tactics, says Schorr.

“First, you can negotiate with the landlord for more time,” he says. “Even when the tenant is facing a three-day notice, the landlord would much rather have an agreement from the tenant to move out on a certain date than risk going through the unlawful detainer process.”

Alternatively, “the tenant can fight the unlawful detainer. This causes delay, as the landlord must then wait for the outcome from the court, which can take up to 20 days from the date the tenant files its answer,” Schorr says.