

10 Secrets to a Perfect Summer Rental

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Summer rentals got off to a great start this year, yet there are still people looking to secure that ideal getaway, and there are still East End homeowners who could quickly become landlords for the season. In each issue of *Behind the Hedges*, I offer insights and information about the legal side of Hamptons real estate. Here's one that is particularly valuable and bears re-sharing this time of year, when we need to remember: with every great summer rental comes great responsibility.

The secret to success for both landlords and tenants is to set clear expectations before the rental period gets underway. If either party has false expectations, the summer can end with anger, arguing and possibly court. Before renting, discuss these topics and then have an attorney draft a lease accordingly.

HOUSE RULES

Are parties permissible? What hours is noise allowed (check the municipal town/village code for the law)? What about the number of unrelated individuals permitted at the premises overnight (share houses are often illegal)? Determine rules for storing vehicles (parking spaces), including street parking/permits. Are there rooms on the premises to which entry is not permitted (where the landlord stores personal items)? House Rules is a miscellaneous catchall for everything that is unique for a property, so use your imagination.

ANIMALS

Certain animals cannot be precluded from a rental, and it's even illegal for the landlord to request a deposit for them where the tenant is disabled and requires the animal in order to equally enjoy the housing. Both an Emotional Support Animal and a Service Animal are protected by law. However, these protected animals are not pets, but instead an aspect of the tenant's being. It's perfectly acceptable for a landlord to either exclude pets from their property or to charge a deposit/fee for their presence.

HOLDOVER

A holdover tenant means a tenant that stays in possession after the end of the term of the lease. When is the lease over and how are the keys, garage door openers, etc. to be returned? Have your attorney negotiate the additional monies that the tenant will owe to the landlord if they stay past the end of the lease (courts permit two to three times the rent to be charged in this situation). Provide for reasonable attorneys' fees and court costs in the event of an eviction. Know that there's a default reciprocal right to the tenant to also get attorneys' fees incident to the landlord's breaches if the landlord can sue for attorneys' fees, even if the lease is silent as to the tenant's attorneys' fees.

NOTICE

How should the parties communicate? Make sure that there's a paper trail for all communications, such as requiring notice only by either certified mail return-receipt-requested or read-receipt email. Without a paper trail, the fact of the communication would be a matter of dispute.

ADDED RENT

What other items is the tenant required to pay for beyond rent? Items can include cleaning services, landscaping, garbage removal, utilities, pool upkeep, etc.

BROKERAGE

Who does the broker work for? Payment does not equal representation. In New York, brokers are required to provide an agency disclosure form that explains who they work for. If the broker doesn't work for you, it's imperative that you advocate for yourself in negotiating the rental.

SECURITY DEPOSIT

How much is the deposit and when will it be returned? What is the protocol for resolving damage issues—meaning, have the parties agreed on a licensed home improvement contractor, etc. to provide an estimated cost of repairs so they can avoid litigating this issue? Has a baseline property condition been established by way of pre-possession photographs/writings? What is permitted damage (ordinary wear-and-tear)? If a rental needs painting or a carpet cleaning, does that constitute damage, or not?

CARE OF PREMISES AND GROUNDS

Who is responsible for care of the premises, the landlord or the tenant (this can be situation based)? Is a third-party service provider to be used? When is access permitted and how much notice is required prior thereto?

ASSIGNMENT OR SUBLET

Can the tenant transfer their rights under the lease to someone else if they have a change of mind? If so, is the tenant still on the hook for the lease or will the landlord discharge them through a novation?

RENTAL PERMIT

Many municipalities require a rental permit for a legal rental. Failure to get a permit may be a misdemeanor for both the landlord and the tenant. Both parties must obtain a copy of the rental permit, if applicable, prior to the tenant taking possession. Here's to happy summer rentals for all. ▲

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