

Secrets to a Successful Summer Rental

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Summer Rental. The very phrase conjures images of days on the beach, nights on the town and months basking in the beauty of the season. But some landlord-tenant rental relationships spark less idyllic situations, particularly for summer rentals. 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, there are a number of necessary topics that must be discussed and then an attorney must draft a lease accordingly. With the prime summer rental month of August fast approaching, here are some areas that every summer rental landlord and tenant should consider:

1. House Rules

House Rules is a miscellaneous catch-all for everything that is unique for a property, so use your imagination, but here are some basic areas that should be agreed upon by both parties:

Are parties permissible? What hours is noise allowed in the area? (Be sure to check the municipal city/town/village code for the noise ordinance law). What about the number of unrelated individuals permitted at the premises overnight? ("Share Houses" are often illegal in many cities, towns and villages. Again, check the local laws.) Determine rules for storing vehicles, including where parking is allowed. Are there rooms on the premises to which entry is not permitted, such as where the landlord stores personal items?

2. Animals

Certain animals cannot be precluded from a rental and these are categorized as "Emotional Support Animals" and "Service Animals." In a situation where the tenant is disabled and requires the animal in order to enjoy the housing equally, it's even illegal for the landlord to request a deposit for these types of animals. Both "Emotional Support Animals" and "Service Animals" are not considered "pets" by law, but instead are regarded as an aspect of the tenant's being.

However, it is perfectly acceptable for a landlord to either exclude actual pets from their property, or to charge a deposit/fee for their presence.

3. Holdover Tenants

A "Holdover Tenant" refers to a tenant that stays in possession of the property after the end of the term of the lease. It is important for a landlord to have a clear written date of when the lease is over, and how the keys, garage door openers, etc. are to be returned. Negotiate the additional monies that the tenant will owe to the landlord if they stay past the end of the lease (New York courts, for example, generally permit two to three times the rent to be charged in this situation). Provide in the lease for reasonable attorneys' fees and court costs in the event an eviction becomes necessary.

4. Notice and Methods of Communication

How should the parties communicate? This needs to be spelled-out in the lease. Make sure that there is 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.

5. Additional Charges

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

6. Brokers and who they work for

In the event that a broker is used, who does the broker work for? The landlord or the tenant? This needs to be determined in writing as well. Payment to a broker 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.

7. Security Deposit

How much is the security 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 damage repairs so that they can avoid litigating this issue? Has a baseline property condition been established by way of pre-possession photographs/writings? What is considered permitted damage (ordinary wear and tear)? If a rental needs painting or a carpet-cleaning after the tenant vacates, does that constitute damage, or not? All of this should be spelled out in writing in the lease.

8. Care of Premises and Grounds

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

9. Assignment or Sublet

Can the tenant transfer their rights under the lease to someone else, if they decide not to stay through the term of the rental? If so, is the tenant still on the hook for the payment of rent?

10. Rental Permit

Many municipalities require a rental permit for a rental to be legal. Failure to get a permit may actually 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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