

Mind Your Business – Tia’s Tips for Better Rental Management

What forms do I need to move in my renters?

The foundation of any tenancy is the rental agreement and addenda. Visit the ROA website, log in, and read my article ***Free is Dumb*** for a rundown of why you shouldn’t use forms from Apartments.com, Furnished Finders, Zillow, office supply stores, or something free you find on the internet. So, if you’re using forms from the Oregon Rental Housing Association, what move-in forms are essential, and which are optional?

RENTAL AGREEMENTS

The first choice you need to make is whether to rent your property on a fixed-term lease, a month-to-month basis, or week-to-week. read my article ***Fixed-Term, Month-to-Month, or Week-to-Week: What’s right for you?*** This article will give you a rundown of the benefits and drawbacks of each choice.

- **Month-to-Month Rental Agreement – ORHA form #M1**
- **Fixed-Term Lease Agreement – ORHA form #M2**
- **Week-to-Week Rental Agreement – ORHA form #M3**

ESSENTIAL ADDENDA

Once you’ve selected the terms of the tenancy you’ll need to include specific addenda for any tenancy:

- **Lead-Based Paint Disclosure – ORHA form #M5** (for rental units built prior to 1978)
 - If you purchase this form online, you will need to send the tenants the link to the EPA’s pamphlet “Protect your Family from Lead in the Home.”
- **Annual Recycling Notice – ORHA form #MO5**
 - If your property contains five or more residential dwelling units on a single premises or five or more manufactured dwellings in a single facility, this notice is required at the beginning of the tenancy and annually thereafter.
- **Smoke and Carbon Monoxide Alarm Agreement – ORHA form #M6**
 - Remember that smoke alarms are required to be installed per code at the time the property was built and must have a hush feature and a 10-year lithium battery. Regardless of code, best practices are that there be one smoke alarm in each bedroom and one in each major living area.
 - CO alarms are required if there is a carbon monoxide source in the home (gas, propane, oil heat or appliances, wood stove, pellet stove or fireplace, or an attached garage). Landlords must provide at least one alarm per floor adjacent to all sleeping places in the unit. I recommend against plug-in types as tenants may just unplug them to gain access to more outlets.
- **Smoke/Vape Free Agreement – ORHA form #M7**
 - **ORS 90.220** mandates that landlords provide a smoking policy that conforms to **ORS 479.305**, “Smoking Policy Disclosure - Except as provided in subsection (2) of this section, the rental agreement for a dwelling unit regulated under ORS chapter 90 must include a disclosure of the smoking policy for the premises on which the dwelling unit is located. The disclosure must state whether smoking is prohibited on the premises, allowed on the entire premises or allowed in limited areas on the premises. If the smoking policy allows smoking in limited areas on the premises, the disclosure must identify the areas on the premises where smoking is allowed. (2) This section does not apply to a rental agreement subject to [ORS 90.505 \(Definitions for ORS 90.505 to 90.850\)](#) to [90.850 \(Owner affidavit certifying compliance with requirements for sale of facility\)](#) for space in a facility as defined in [ORS 90.100 \(Definitions\)](#). [2009 c.127 §2]”
- **Mold Prevention Agreement – ORHA form #M8**
 - This agreement outlines a tenant’s responsibility to keep moisture and mold at bay.
- **Rules & Regulations – ORHA form #M9**
 - This form contains additional rules and regulations not covered by the rental agreement and provides space for you to include your own specific rules.

- **Emergency Information – ORHA form #M10**
 - Where is the water shut-off? The breaker panel? That’s an important thing for renters to know. This form also has space to fill in phone numbers for emergency services and can be posted on the inside of a kitchen cabinet, so the information is easily accessible.
- **Exterior Property Care Agreement – ORHA form #M11**
 - This form covers a lot more than just landscaping so don’t miss it even if you provide landscaping services to the property.
- **Pest Agreement – ORHA form #M12**
 - This form clarifies several important things. Residents must report any pest activity and it provides specific tips on preventing pest infestations. It also clarifies that tenants may be charged if their behavior caused or contributed to an infestation and that they must cooperate with any pest control treatments.
- **Weatherization Agreement – ORHA form #M13**
 - Winters can be harsh all over Oregon, not just in the east. This form directs residents to take specific precautions when temperatures dip below 26 degrees.
- **Cable, Satellite Dish, Security System Agreement – ORHA form #M15**
 - If you don’t want tenants to be allowing providers to attach satellite dishes to your roof, or drill through your siding to install cable or security systems, this form is essential.
- **Fireplace, Pellet Stove, Wood Stove Agreement – ORHA form #M16**
 - If your property has a fireplace, pellet stove, or woodstove, this form is essential for clarifying several things like how the systems work, how residents may store wood or pellets and what may or may not be burned in the appliance. It requires the landlord to have the system professionally inspected prior to tenancy, verifying that the unit has been cleaned and certified as safe to use and requires the same of the tenant annually and on move out.
- **Septic Agreement – ORHA form #M17**
 - With units that process waste through a septic system, this form educates residents on what can and cannot be flushed or sent down waste pipes, what is harmful to the system, and when to notify the landlord if there’s an issue.
- **Well Agreement – ORHA form #M18**
 - Rental units whose water is supplied from a well should use this form to educate residents on how a well works, and clarify their responsibilities to weatherize during cold weather and notify the landlord immediately upon a significant loss of water pressure or if they notice an odd odor or color. It requires the landlord to report the date of the last well water test as well as what contaminants the test covered.
- **Unit Condition Report – ORHA form #MT1**
 - Documenting condition of the rental property is essential. In addition to photos and videos, a written report is required by law in Eugene and Portland and is strongly recommended even when not required. Without proper documentation of the condition of the property on moving in, how will you prove that the tenant is responsible for damage?
 - For rental properties within the city limits of Eugene, the Eugene Rental Housing Code requires landlords to provide to the tenant at or before the time of move in with photographic documentation of the condition of the rental unit but also sign a condition report acknowledging receipt of the report and photographic documentation. Visit <https://www.eugene-or.gov/845/Rental-Housing-Program> for more information.
 - For all Section 8 or VASH tenancies, tenants must also sign the condition report on move in if you want to claim against the Landlord Choice Mitigation Fund <https://www.oregon.gov/ohcs/housing-assistance/pages/program-housing-choice-landlord-rent-guarantee.aspx>.
- **Portland Unit Inventory Addendum – ORHA form #MT1PD**

- In Portland, the landlord must list all fixtures, appliances, equipment or personal property that they want to be covered by the resident's security deposit. If it isn't listed, you can't charge so be thorough. The form is required to be updated throughout the tenancy to reflect all repairs and replacements impacting the dwelling unit during the term of the tenancy. Visit <https://www.portland.gov/phb/rental-services> for more information.
- **Deposit Refund Checklist – ORHA form #MT2**
 - Some landlords use this form at the beginning and end of tenancy, some only at the end as a reminder of the tenant's responsibilities.

OPTIONAL ADDENDA

- **Pet Agreement – ORHA form #MO1**
 - If your resident will be keeping a pet on the premises, use this form to document the type of animal, as well as its vaccination records, licensing, and spay/neuter information. The form also requires the tenant to provide a Responsible Party Certification naming a person outside their household who agrees to take responsibility for the animal if the tenant is unable to do so. Use a separate agreement for each pet in the household.
- **Reasonable Accommodation Request and Verification – ORHA form #MO2**
 - Use this form if your disabled resident is requesting a Reasonable Accommodation or Modification that would allow them to enjoy the rental unit the way a non-disabled person could. Reasonable Accommodation requests range from an assistance animal or live-in caregiver to modifications to the dwelling unit, and even requests to overlook poor history related to prior alcohol or drug addiction, domestic violence, or untreated mental illness. If the existence of a disability and its connection to the requested Accommodation are apparent, you may not require any written verification.
- **Assistance Animal Agreement – ORHA form #MO3**
 - If you have approved an assistance animal for a disabled applicant or resident, use this form to document the type of animal, as well as its vaccination records, licensing, and spay/neuter information. The form also requires the tenant to provide a Responsible Party Certification naming a person outside their household who agrees to take responsibility for the animal if the tenant is unable to do so. Use a separate agreement for each assistance animal in the household.
- **Air Conditioner Notification – ORHA form #MO4**
 - Window-mounted AC units can damage window frames and siding or pose a safety hazard. This form clarifies that landlords may not prohibit the use of portable cooling devices in the home but instructs residents on what types of devices they may or may not use as well as other important restrictions.
- **Co-Signer Agreement – ORHA form #M4**
 - When renting to a riskier applicant, a qualified co-signer can be a hedge against the increased risk. Make sure to use our **Co-Signer Application – ORHA form #S2** instead of a regular application as you'll only be checking for garnish-able income sources and credit.
- **Parking Agreement – ORHA form #M14**
 - While our rental agreements provide some limitations on parking, if you have a rental requiring more clearly defined rules for multi-unit complexes this form is for you.
- **Addendum – ORHA form #M19**
 - This is a blank form that allows you to add specific rules, regulations or requirements to the tenancy. If you're not violating the tenant's rights, you may create and enforce additional rules. For example, I have rental properties in the country so I have rules that residents may not shoot, hunt, burn trash, or ride ATV's or dirt bikes on the property.
- **Marijuana Agreement – ORHA form #M20**

- For landlords who are willing to allow marijuana growth, possession or use on their premises, use this form to clarify what activities are and are not allowed. There is strong language in the form warning landlords about the potential risks.
- **Medical Marijuana Agreement – ORHA form #M21**
 - If your tenant holds a medical marijuana card and you are willing to allow the property to be used for the cultivation, possession or use of medical marijuana, use this form. There is strong language in the form warning landlords about the potential risks.

Using proper forms and ALL the proper forms is essential to your ability to manage the premises. The interpretation of a contract favors the party who did not draw up the agreement, so make sure you aren't setting yourself up for disaster by starting out on the right foot from the beginning. If you don't prohibit specific behaviors or require specific actions with an Addendum and it isn't prohibited by law the tenant can do it.

Think you don't need all this goobledygook? Failure to include certain forms can also subject you to penalties. Don't think a Lead-Based Paint Disclosure is necessary? If the tenant turns you in to the EPA, the base fine is \$6,000.00. Fail to disclose your smoking policy? Tenants can smoke wherever they want. Don't want to get specific about yard care? Be prepared to suck it up when the tenants leave the landscaping a mess. Don't want to take the time to document condition? Get ready to lose in small claims court, or in Eugene and Portland, get ready to be unable to charge for any damage at all.

This column offers general suggestions only and is no substitute for professional legal counsel. Please consult an attorney for advice related to your specific situation.

Rev 7/2024