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Next Meeting

**Tuesday, September 17, 2013**

5:30 p.m. **Granny Shaffar's, N. Range Line, Joplin**

**Chuck Brown, Attorney**

Our next meeting will be this coming Tuesday, September 17, 2013. Dinner buffet is at 5:30 p.m. with our program to start at approximately 6:15 p.m. Cost of the meal is \$10 per person. Reservations are not required and guests are always welcome.

## What do I do when the tenant doesn't pay?

Nonpayment of rent is obviously one of the biggest problems facing landlords. It always was and probably will continue to be. But for now, we can take steps to minimize losses when rent isn't paid.

Nonpayment of rent doesn't always mean the rent was not paid. A partial rent payment creates an unpaid portion. In many leases, past due charges such as unpaid late fees are deemed payable as "added rent". Unpaid Added Rent is the same as unpaid Rent, valid grounds for eviction.

If you need to collect unpaid rent, there is a legal process that must be followed.

When rent is not paid on time, the landlord should be prepared to take action like an automated robot, to collect before too much time passes. Don't be strung along by the tenant waiting for some windfall that may never come.

1. The Urgent Late Notice includes many features: **Late Rent Notice** - Be prompt in issuing your tenant a late notice when the rent is not paid by the end of the rent grace period. (That is the date rent becomes late - in my lease it is after the 5th day after due date). I always recommend using a [late notice](#) that informs the tenant of late fees. (As long as your lease provides for late fees) I also think it's a good idea to let the tenant know that you or your management company operate on a schedule and the clock is always ticking each month.
2. **Phone call**- If, after you haven't received the rent or a response from the

rentlinx

## 2nd Quarter Stats

**Properties Views**

411 April

225 May

161 June

**Units Listed**

122 April

123 May

122 June

**RentLinx**

List your properties

Here for on-line

Search of available

Housing units

[www.RentLinx.com](http://www.RentLinx.com)

Prospects may

search by:

# Bedrooms

School District

County

City

**Association  
Coverage Area**

According to MAA, our Association covers a large area of south-west Missouri, southeast Kansas, northeast Oklahoma and north-west Arkansas. These are the counties which are in our Association's area:

**Missouri:** Barton, Jasper, Newton, McDonald

**Kansas:** Linn, Bourbon, Crawford, Cherokee

**Oklahoma:** Craig, Mayes, Cherokee, Ottawa, Delaware, Adair

**Arkansas:** Benton, Carroll

If you know someone who is a rental owner or manager or who is considering becoming an owner/manager, tell them about us and all we can do for them!

tenant within a reasonable time (2-4 days after sending/delivering the Late Notice), give the tenant a call to find out what is wrong. This can be done before the late notice is sent if you like. Give the tenant a "heads up" that the late fees can build daily. Also inform the tenant that on \_\_\_\_, 20\_\_ the account automatically goes to the attorney's office for eviction proceedings plus the attorneys fee will be added to the balance owed (if your lease provides for attorney fees like mine does.)

3. **Eviction Notice / Attorneys Letter** - I prefer to send an attorney's warning letter (optional) instructing the tenant to pay all rent and late fees before actually commencing eviction in court. (Ask your attorney to prepare a warning letter for pre-eviction situations.) I send it along with a **Notice to Pay Rent or Quit, Demand for Payment**. I also warn the tenants in the notice that we are about to make a negative impact on their credit record. I'd also recommend giving the tenant an **Eviction Ramifications Notice** (PDF Format available on our website).

4. **Eviction Process** - If the cure time in your eviction notice expires and the tenant has not paid, you must be ready to go forward with a court eviction. If you are unfamiliar with the process of evicting a tenant, I highly recommend you use a lawyer who is experienced in landlord tenant eviction cases. Unless you are an attorney or an expert at landlord tenant law, it is not a good idea to do it yourself the first time.

5. **Credit Bureau Reporting** - If the tenant owes me money, whether we've gone to court or not, I have the ability to report a Bad Debt\* onto the tenant's credit record which will stay there for 7 years.

6. \* **The LPA offers the ability for landlords to [report delinquent rent](#) onto the tenant's credit report.**

When the tenant doesn't pay the rent, it is a serious matter not to be ignored. Many of us prefer to give the tenant another day and keep hoping that nothing is wrong because we don't want to believe anything is wrong. Just remember that the longer we give the tenant before trying to collect, the easier and **more comfortable** we make it for them to steal from us.

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**Associate/Preferred Vendor List****ABC Supply Co., Inc., 624-0486****Absolute Best Carpet Cleaning, 358-3962****Derailed Commodity, 781-6616****Haskin's American Family Insurance, 624-6200****Keller-Williams Realty, 623-9900**

**WARNING!**  
**URGENT NOTICE**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**URGENT TELEPHONE CONTACT REQUESTED**  
 ADVISE US OF YOUR STATUS

RESPECT YOUR CHOICE

Forms mentioned in the preceding article will be available on our website for download in Word format.

### NAA Site

Everyone should check out the NAA website for helpful information. They have a special site for IRO (Independent Rental Owners), which the majority of our membership is. There is a forum community where you can ask and answer questions that may help you in your business practices. [www.naahq.org/connect/community/iro-community](http://www.naahq.org/connect/community/iro-community).

This publication is designed to provide informative material of interest to its readers. It is distributed with the understanding that it does not constitute legal, accounting, or other professional advertising. Although the published material is intended to be accurate, neither we nor any other party will assume liability for loss or damage as a result of reliance on this material. Appropriate legal or accounting advice or other expert assistance should be sought from a competent professional.

Any advice you may receive from any Director or Officer of the Association is simply our experience or willingness to help and is not to be construed as legal advice. Our intent is to network and to share our experiences with other members. We are not responsible for the legal content of any forms we provide our membership.

**SOUTHWEST  
MISSOURI RENTAL  
HOUSING  
ASSOCIATION**

64802-1801

Phone: 417-781-3337

E-mail: [info@swmorental.com](mailto:info@swmorental.com)

**We're on the Web!  
SWMORENTAL.com**

### 'NO CALL' LIST

You may sign up for the Missouri Attorney General's "No Call" List. Call toll-free 1-866-NOCALL1 or log on to:

[www.moago.org](http://www.moago.org).

**Membership as of  
September 3, 2013:**

**31 Landlords  
682 Properties/Units  
6 Associates**

## Southwest Missouri Rental Times

Each member of this Association shall:

- Strive continually to promote the education and fraternity of the membership and to promote the progress and dignity of the apartment/rental housing industry.
- Maintain and operate our apartment/rental housing projects in accordance with fair practices and in compliance with the By-Laws of the Association.
- Promote and maintain a high standard of integrity in the performance of all rental obligations and services in the operation of our apartment/rental housing projects.
- Establish high ethical standard of conduct with suppliers and other doing business with the apartment/rental housing industry.
- Endeavor to expose all schemes to misleads or defraud the apartment/rental housing residing public and to aid in the exposure of those responsible.
- Seek to provide better values in apartment/rental housing.

## Purpose

- The purpose of this Association shall be:
- To advance the general welfare of the rental housing industry.
- To participate for the purpose of mutual benefit in an interchange of information and experience with all state and local affiliated associations of the National Apartment Association.
- To encourage within the apartment/rental housing industry a high appreciation of the objectives and responsibilities of apartment/rental housing owners and operators in providing adequate privately owned housing.
- To promote the enactment and enforcement of local, state and federal laws beneficial to the apartment/rental housing industry and free enterprise.
- To disseminate useful information to all members and inspire them to further educate themselves in the practical features of their apartment/rental housing operations.
- To advocate a code of ethics to maintain high professional standards and sound business methods among its members for the best interests of the industry and the public.

## Upcoming Events and Dates to Remember

**September 17**—regular membership meeting. 5:30 pm Granny Shaffer's, Joplin. Speaker, Chuck Brown, Attorney.

**October 1**—BOD meeting 5:00 pm Keller/Williams Realty.

**October 15**—regular membership meeting. 5:30 pm Granny Shaffer's, Joplin. Speaker, Bruce Anderson.

**November 5**—BOD meeting 5:00 pm Keller/Williams Realty.

**November 19**—regular membership meeting. 5:30 pm Granny Shaffer's, Joplin. Speaker, Monte Duncan, Pest Control.

**December 3**—BOD meeting 5:00 pm Keller/Williams Realty.

**December 17**—regular membership Christmas Party!, 5:30 pm Granny Shaffer's, Joplin. Entertainment by Faithful Heart.