CITY BUILDING OWNERS
INSURANCE PROGRAM



New York City Area
Landlord Guide

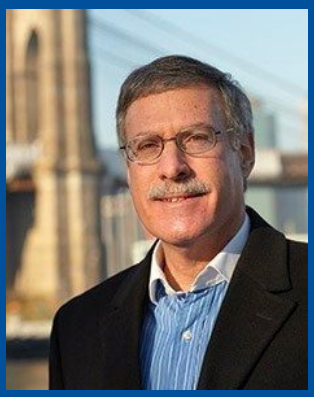
Introduction

As a landlord—especially one operating in the greater New York City area—you have a tough, but critical, job. We created the City Building Owners Insurance program specifically to meet the needs of property owners like yourself, individuals with more complex needs than typical homeowners and who don't have a large property management firm tending to their investments.

At its core, this guide is meant to help you manage the unique risks you face as a landlord and building owner. We start by covering key protections for your consideration when choosing commercial property insurance. We also look at situations that may call for special coverage, such as mixed-use properties and historic brownstones.

Other sections include tips for maintaining your property—and qualifying for the best possible insurance rates—and tools to help you streamline the move-in and turnover processes. For landlords within the five boroughs, we've included a few of the many requirements mandated by New York City.

Since November 1976, when I launched this agency from my dining room table, we have always prioritized customer service, giving property owners the answers they need to make the best decisions. We hope this guide answers many of your questions. If you have a question about insurance in general that we haven't addressed, or one about your current policy in particular, call our office at 877-576-5200. Put our expertise to work for you.



Sincerely,

Stuart Cohen
City Building Owners Insurance

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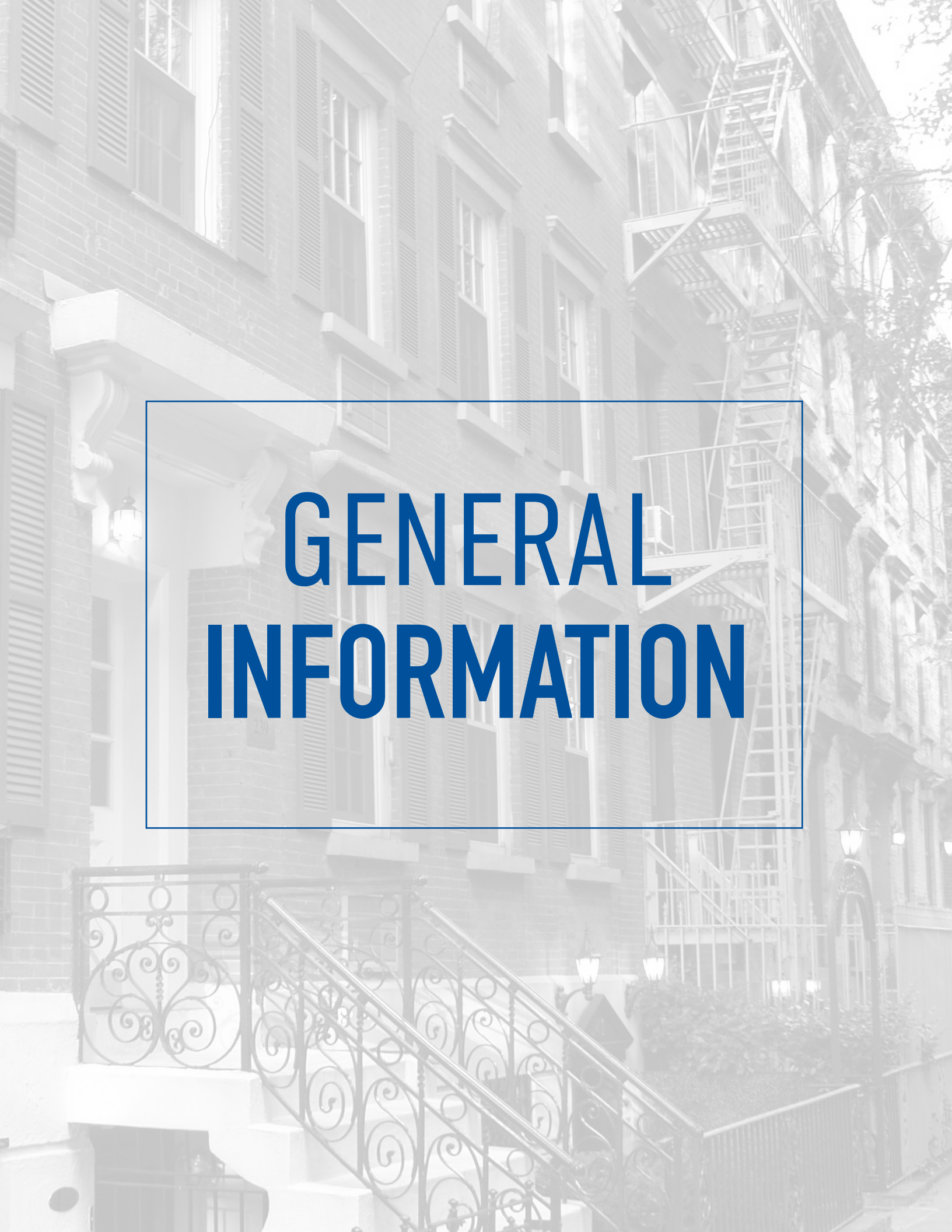
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GENERAL INFORMATION



What Insurance Does a Landlord Need?

This article covers both basic landlord insurance and optional coverage you may want to consider. If you're considering renting out your property and you're not planning on living there, chances are, your homeowner's insurance won't cover potential damages and liability. You need landlord insurance. But what type of insurance does a landlord need?

Many factors are involved in making sure you and your investment property have the right protection. This article covers essential coverage for landlords, as well as optional coverage you may want to consider.

Basic Landlord Insurance

Most standard landlord insurance policies will cover the basics every landlord will need: dwelling, other structures and liability.

- **Dwelling** coverage is included in standard building insurance policies. This covers the actual dwelling or building for any damage done to the property by covered perils (usually perils specifically named in the policy, like fire, hail or rain). But before settling on basic coverage, review the different types of form coverage to make sure you don't suffer surprises down the road.
- **Other structures** coverage protects structures not attached to the home or building (like a fence, pool, storage shed or even a driveway). But be sure to review any structures with your insurance broker, just in case.
- **Standard liability** covering potential medical or legal claims should also be part of your basic landlord insurance policy. For instance, if someone is injured on your property, that person may look to you to cover medical care. Even though City Building Owners Insurance Program includes $1,000,000 coverage in all landlord liability policies, there are additional steps you can take to protect your tenants, as well as your investment. After all, regardless of the amount of coverage you have, claims won't be paid if you're found negligent.

Optional Landlord Coverage

There are additional types of insurance landlords may need that aren't strictly liability and building related. Consider adding these coverage options to your landlord policy or securing them as a separate policy, as applicable.

Loss of rent

If your rental property is damaged by a covered peril and you're unable to rent the property, this optional coverage could help by replacing lost rental income.

Personal property

Many times, landlords leave items on the property for maintenance or for tenants to use (appliances or a lawn mower). If something happens to your personal property, you may need additional coverage for those items. Note that this does not cover your tenant's property.

Umbrella policy

If something catastrophic happens that exceeds your existing landlord coverage, an umbrella policy could protect your assets. This is particularly helpful if you have a large number of assets or have multiple properties.

Ordinance or law coverage

Building codes have changed since many homes in the New York City area were built. If you have to repair your property, upgraded repairs may be required to meet the city's current code. Often, policies only cover standard repairs and don't include the additional cost to repair or renovate the property to support current code requirements.

Water damage

Water is a complicated beast. Many types of coverage are available to protect against water damage, including flood insurance, backup from sewers and drains, and third-party water damage claims.

Earthquake insurance

Most insurance policies do not cover earthquakes. If your property is damaged by an earthquake and you're not covered, you could be on the hook for steep out-of-pocket costs. For more information on how to protect yourself from earthquake damage (and whether you even need to worry about coverage) check out ***Your Guide to Earthquake Insurance*** on page 32.

Tenant discrimination insurance

Regardless of how careful you are about treating everyone the same, landlords still risk being accused of discrimination. Accusations such as these can get quite costly.

Commercial auto insurance

If you use your personal vehicle for business, you may need to adjust your policy. Here are some specifics to help you determine whether or not you need to consider commercial auto insurance.

Short-term disability insurance

If you have employees, make sure you're carrying the required short-term coverage for your state.

If you need to re-evaluate your landlord insurance coverage or are concerned about your existing levels of coverage, ***request a free quote***. The City Building Owners Insurance Program caters to owners of buildings with fewer than 50 units, including brownstones, multi-family buildings, apartment buildings, and co-op and condominium buildings.

What Landlord Insurance Doesn't Cover

Landlord insurance does not cover your tenant's personal belongings. Consider requiring your tenants to have their own renter's policy as a condition for leasing the property.

Also, remember that the coverages here are all still subject to the limits and deductibles stated in the policy. If it's been a while since you've had an insurance audit, give your insurance agent or broker a call to make sure you have the right levels of insurance in place.

Making the Right Decisions

This article has a lot of information to digest. Be sure to seek advice from an experienced insurance broker who knows your area and can help give you advice on the exact coverage you need. (Don't pay for coverage you don't need.) ■



A Guide to Understanding Multi-Family Building Insurance

People call our office all the time, wondering why multi-family building insurance is so much higher than homeowners' insurance. Sometimes they're even wondering why an insurance company declined to make them an offer.

To qualify for the best insurance rates (and policies), look at your building the way an insurance company would. Insurance is about factoring risk and potential damages. How does your multi-family building look in those two areas?

Building Condition

Building age is a big factor for several reasons. Things like old wiring or outdated furnaces are obvious, but the insurance company also worries about risk factors like asbestos and lead-based paint.

- **What shape is the plumbing in?**
- **What are the firewall ratings?**
- **If a fire breaks out in one apartment, can it be stopped without damaging others?**

Check out these things in advance, and you'll be better equipped for negotiations when that time comes.

When you buy a new policy or renew an existing one, the insurance company will evaluate the building's condition to set premium rates. Doing your own inspection in advance, and fixing what can be fixed, will save you big.

Some of the things to look for include the following:

- **Smoke alarms, fire extinguishers and fire escapes**
- **Good working stairs (and railings)**
- **Prominent exit signs, well-labeled circuit breaker boxes**
- **Uncluttered basements, especially near furnaces**
- **Well-lit hallways and public areas**

Insurance Underwriting Requirements

Because multi-family properties are more complex and carry more risk than single-family homes, the underwriting requirements are also greater. In other words, it takes longer to put together the application and binder, so you don't want to wait until the last minute to purchase or renew your policy.

Another thing to keep in mind is the fact that some insurance agents and carriers don't insure multi-family properties, which can make the shopping process tricky.

One way to avoid both issues is to work with an insurance broker that specializes in multi-family real estate. Such a partner will know all the available carriers and programs in your market. He or she can also recommend the right fit for your needs, saving you time and hassle, as well as money.

And brokers who are also licensed agents can bind a policy quickly—in case you need insurance for an immediate closing.

Insurance Coverage Requirements

Finally, remember that, just as you don't want prospective tenants to evaluate your property purely on price, buying insurance on price alone can be a bad idea. "Similar" policies can be more like apples and oranges and bowling balls in terms of comparison. What are you really getting for your money?

Lenders generally require that multi-family properties be insured for the loan amount. While this protects their investment, it doesn't necessarily cover yours. Make sure you base your policy limits on replacement cost coverage.

Multi-family properties should also carry loss-of-rent coverage. This protects landlords against loss of rental income, in case a covered peril renders one or more units uninhabitable.

Other considerations include the following:

- **What is the financial rating of the company backing up the policy?**
- **What do the policies actually cover?**
- **Do your property and needs match the insurance carrier's product and service?**





Does Your Landlord Insurance Include Loss of Rents Coverage?

Most businesses can't buy insurance against loss of income. If no one shops in a store or eats in a restaurant on a given day, the insurer won't replace the lost income.

Including Loss of Rents in building coverage protects landlords if a fire or other covered event forces tenants to move out.

But landlords and building owners have a safety net unavailable to most other businesses. If a building is rendered partially or fully uninhabitable because of a covered event, such as a fire, an insurance company can help make landlords whole in two ways.

- The insurer will pay to repair the property damage.
- If the policy includes Loss of Rents protection, the insurer will reimburse them for the missed rents as well.

For owners of apartment and mixed-use buildings, Loss of Rents protection is an important option to consider for your building coverage.

Income Protection for Landlords

Loss of Rents coverage is straightforward. If an insured crisis hits the building and forces tenants to move out, this type of protection will replace the monthly rent. The coverage will typically last for the duration of repairs, until the tenants move back in, or up to one year—whichever comes first.

Exceptions to Loss of Rents Coverage

Building owners with Loss of Rents coverage have nullified this protection through their own actions. In one legal case, fire damage forced three tenants to vacate the premises. Having purchased Loss of Rents protection, the owner-corporation represented to tenants they would not have to pay rent. However, the tenant leases specifically held tenants responsible for rent payments even in the case of a fire or property repairs. As a result, the insurance carrier denied the claim because the landlord agreed to waive the rental payments.

While the fire clearly caused the property to be vacated, the court found that the loss of income came from the building owner's decision not to collect the rental payments mandated by the leases.

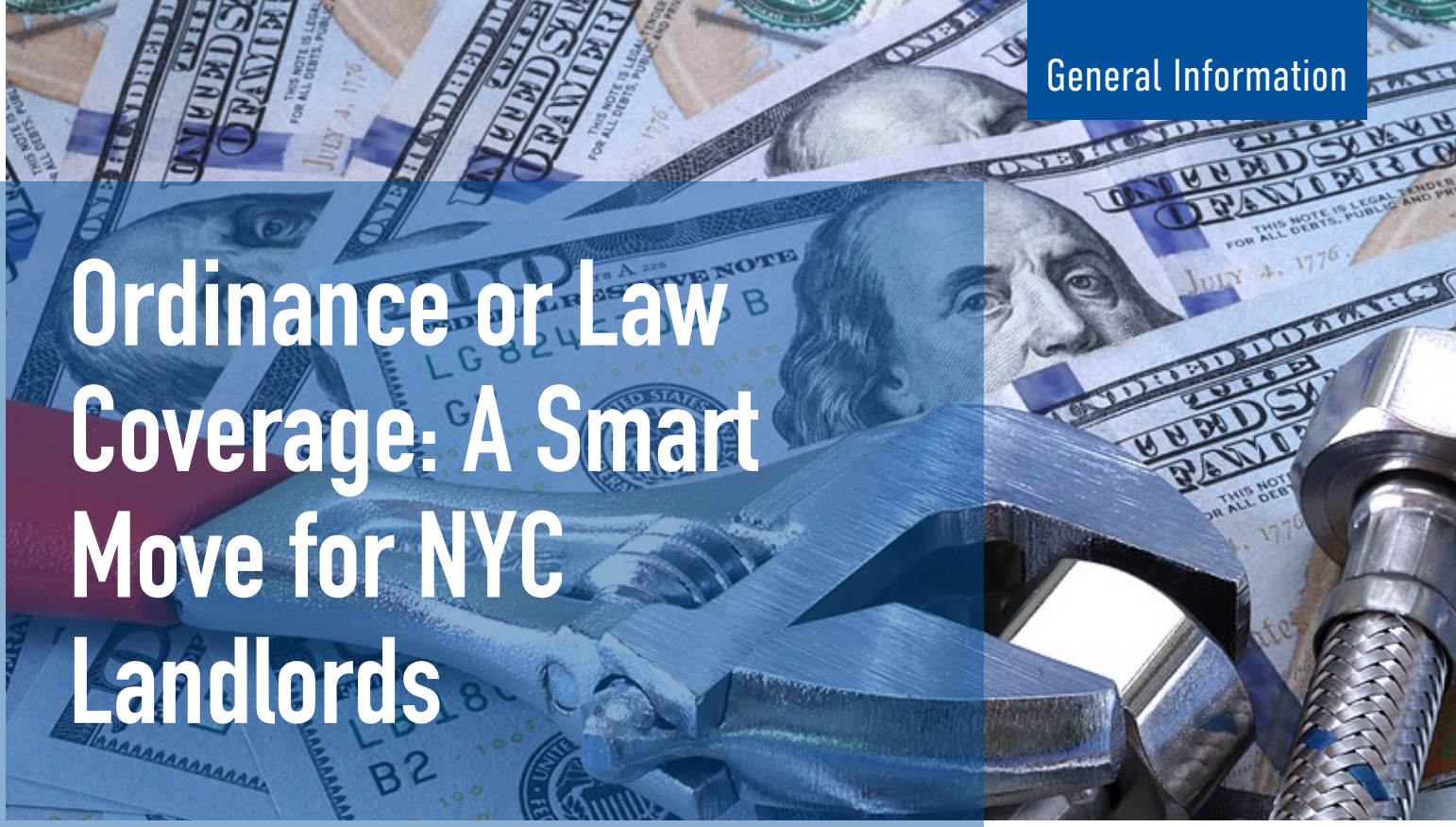
Note, too, that loss of rent due to owner negligence isn't covered. If the landlord could have prevented or mitigated the potential loss, the claim may be denied. Also, some policies will pay the landlord fair market value for the rental, not necessarily what the tenant was paying. If the tenant was paying more than what the insurer considers fair market value, the landlord or owner is out the difference.

An Important Exclusion to Loss of Rents

In addition, Loss of Rents protection does not extend to tenants that default on their rental payments. That situation falls under another type of insurance.

For more information on what to look for in a landlord insurance policy, check out the article ***What insurance does a landlord need?*** on page 6. ■





Ordinance or Law Coverage: A Smart Move for NYC Landlords

In an older city like New York, Ordinance or Law coverage makes a lot of sense for building owners. Also known as building ordinance coverage, it protects property owners against higher repair costs resulting from building code or ordinance enforcement.

Ordinance or Law coverage pays for expenses resulting from enforcement of current building codes or ordinances.

For instance, consider a Brooklyn brownstone with an electrical system dating back to the 1960s. In the case of a fire, standard building coverage will pay for the cost of repairs to the original state; it will not cover upgrading the electrical system to comply with current code requirements. Ordinance or Law coverage would pay the difference.

Ordinance or Law Insurance Coverage

This special protection has three components:

Coverage A – Undamaged Portion of the Building

Property insurance only covers the damaged portion of the building. If code compliance requires demolition of the undamaged building portion, then Coverage A pays for the resulting losses to this section of the existing building.

Coverage B – Cost to Demolish Undamaged Portion of the Building

Coverage A covers the losses, but Coverage B pays for the actual cost of demolition, as required by code or ordinance enforcement.

Coverage C – Increased Cost of Construction

Used in the example above, this coverage pays for new and/or upgraded components required by current codes. Property insurance only covers items that were part of the original building. If the code now requires a sprinkler system or wheelchair accessibility, Coverage C would pay for these expenses.

Is your property protected? Check your declarations page for Ordinance or Law (or Building Ordinance Coverage). If you have this protection, you should also review your limits to make sure you have enough coverage. ■





Sewer Backup Coverage: A Building Owner's Friend

If you've received our postcards, you may have noticed that our policies include sewer backup coverage. That's because backed-up sewers can cause a great deal of damage to floors, walls, furniture and electrical systems.

Most insurance companies offer sewer backup coverage for a nominal cost, so we recommend it for added peace of mind.

Causes of Sewer Backup

Aging sewer systems

A report from the American Society of Civil Engineers indicates that the nation's 500,000-plus miles of sewer lines are, on average, more than 30 years old. In addition, the number of homes connected to those aging lines has increased. As a result, the number of backed-up sewers is increasing each year.

Combined pipelines

Another issue comes from systems that combine storm water and raw sewage into the same pipeline. In fact, New York City has the largest combined system in the country. Storms can expose these systems to more volume than they can handle. Sewage can spew out into basements and other low-lying drains.

Tree root blockages

Thirsty trees and shrubs can make their way into sewer line cracks. As the plants grow, so do their roots. Tree roots can travel a long way, and roots from different types of trees act differently. If you have an issue and city trees may be the culprit, your plumber can contact the city. Root samples will help identify the trees and who's responsible for cleanup.

Sanitary main

Sometimes blockages occur in a city sanitary main. If the blockage isn't detected quickly, sewage can back up into homes and businesses through floor drains. This usually

happens slowly, but if water is entering the building rapidly, call the city public works office and report the problem immediately. Residents of New York City can also report an issue online.



Sewer Laterals: An Owner's Responsibility

Many homeowners don't realize that they are responsible for maintaining and repairing the pipe that connects their property to the city sewer main. This pipeline, known as a sewer lateral, is owned by the property owner. A cracked or deteriorated lateral, or one filled with tree roots, can allow groundwater into the sewer system. This can also contribute to sewer backup.

How to Prevent Sewer Backups

While protection is great, prevention is even better. Here are some tips for preventing backups in your sewer lateral and in the city main:

Dispose of grease properly

Cooking oil doesn't belong in the drain. In fact, fat, oil and grease, or FOG, are the leading cause of sewer backup complaints in New York City. Instead, put grease and oil in a heat-resistant container, and dispose of them in the garbage.

Dispose of paper products properly

Paper towels, diapers and feminine products can wreak havoc in the sewer lateral, as well as in the main. These items don't deteriorate quickly, like toilet paper, so they should also go in the trash.

Install a backwater prevention valve

A backwater valve is a fixture installed into a sewer line or drain line to prevent sewer back-flows. Properly installed and maintained, these valves allow sewage to go out, but not come back in. Building owners are responsible for installation and maintenance of these valves, which should be installed by a licensed plumber. ■



Landlord Liability Insurance: What NYC Landlords Need to Know

As a landlord, you're often liable for many incidents and conditions beyond your control.

An experienced insurance partner can help you choose the right level of landlord liability insurance coverage.

Mother Nature drops a foot of snow, and someone slips and falls on the sidewalk outside your building. Tree roots push up part of the sidewalk, and the uneven concrete sends someone flying. A tenant's dog bites a delivery driver.

You didn't dump the snow. You weren't walking the dog. But you could still be financially and legally liable.

You could also be financially and legally liable if a tenant trips on flooring that was installed incorrectly or some other unsafe condition exists in your building.

This post shouldn't be considered legal advice, but in general, there are five factors that can shift liability to the landlord.

Landlord Liability: 5 Questions

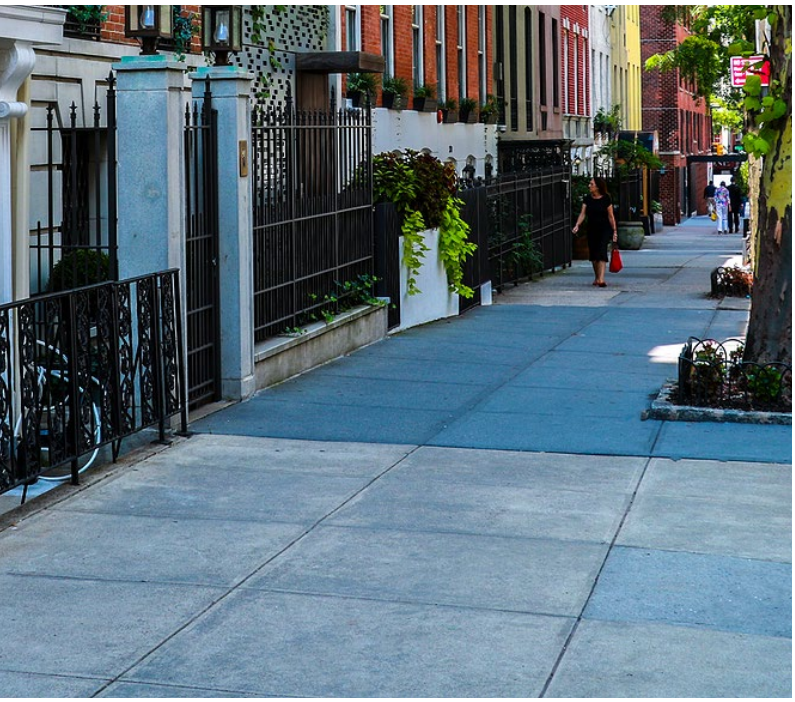
Many liability claims rest on the following five questions:

1. Did the landlord have a duty to maintain the premises or situation where the accident or incident occurred?
2. Was the landlord aware, or should the landlord have been aware, of the potentially dangerous/hazardous condition(s)?
3. Did the landlord fix the problem/remedy the situation in a timely manner?
4. Was the landlord's failure to act in a timely matter a direct cause of the accident/incident/injury?
5. Did someone suffer damages as a result of the incident/accident?

Consider these two common sources of liability claims here in the New York City area: dog bites and sidewalk maintenance.

Dog bites and landlord liability

If the landlord knows that a tenant has a dog, and that dog has previously displayed aggressive behavior or tenants/visitors have complained about the dog, the landlord may be liable if the dog bites someone. Even if the tenant has liability insurance, the person who was bitten can pursue a legal claim against the landlord as well.



In some cases, landlords can even be held liable if the dog bite doesn't occur on the property.

Sidewalk maintenance and landlord liability

New York City laws say the landlord is responsible for keeping sidewalks in good repair, and that responsibility cannot be delegated to someone else.

The laws also say that the landlord is responsible for clearing snow and ice in a timely fashion from sidewalks. If the snow stops between 7:00 a.m. and 4:59 p.m., it must be cleared within four hours. If it stops between 5:00 p.m. and 8:59 p.m., it must be cleared within 14 hours. If it stops between 9:00 p.m. and 6:59 a.m., it must be cleared by 11:00 a.m. the next day.

If the landlord is out of town and can't travel to the building, or the snow removal company doesn't show up, that's no excuse. The landlord will still be liable.

How Much Liability Insurance Do I Need?

The amount of liability insurance on a building generally depends on several factors:

- **The value of the building**
- **The amount of any mortgages or liens on the building**
- **The landlord's net worth**

In most situations, $1 million or more in liability coverage is recommended, and an umbrella policy that offers additional, broad coverage is highly recommended.

A knowledgeable insurance broker/agent can help determine how much liability coverage makes sense. A good partner will also review other factors, such as deductibles, to help you get the right insurance coverage, while managing the cost of premiums. ■



Do You Need an Umbrella Policy for a Rainy Day?

Once you've found the right commercial property coverage for your residential building, the final item you should consider is an umbrella policy, sometimes known as an excess liability policy.

This type of insurance policy provides additional protection in the event of a lawsuit. An umbrella policy protects you against liability claims.

Depending on their overall financial picture, commercial building owners may need the added protection of an umbrella policy.

General Liability Protection

Commercial property insurance typically includes $1 million in general liability protection. For example, if someone visits your property and falls, he could file a lawsuit against you as the building owner. A standard policy would pay up to $1 million to cover such expenses as attorney fees, medical bills, and a legal judgment or settlement.

General liability insurance does not cover employee injuries or claims arising from auto accidents. (Both fall under separate types of policies.)

Umbrella Policy

An umbrella policy provides additional general liability protection above the $1 million limit. These policies can be written up to any amount; it depends on the financial needs of the policyholder.

In case of a lawsuit, how much coverage do you need to protect your assets?

How Much Insurance Coverage?

Answering this question requires a conversation with your financial planner. How large is your real estate portfolio? What other assets do you own that could be at risk in a lawsuit?

We do not know the answers to these questions, and frankly, we don't want to. It's a private matter between property owners and the professionals they trust with their financial matters.

While we love to answer customers' questions and help them in any way we can, our only involvement when it comes to excess liability coverage is to ask whether it's necessary and, if so, how much? ■



Lower Landlord Insurance Costs: How to Get the Best Rates

Too many building owners put their landlord insurance on autopilot. Once they've bought a policy, they renew it year after year. However, this passive approach can quickly leave you underinsured. You might also pay unnecessarily higher premiums.

Conduct an annual insurance review to help your broker qualify you for the best landlord insurance rates.

We recognize that landlord insurance is a significant business investment. That's why we've put together this quick article to help you get the best deal on the right coverage to lower your landlord insurance cost.

Landlord Insurance: An Annual Review Results in Best Rates

To get the best rates, perform an annual insurance review. Think of this as an opportunity to get credit for everything you've done right as a landlord. A review also keeps your coverage current so you won't have any unpleasant surprises at claim time.

Maintenance and upgrades

Make a list of all the improvements you made to your building. For instance, did you paint? Install new doors? Upgrade the security? Replace smoke detectors or windows? Improving major systems, such as heating, electric and plumbing, scores nice points with underwriters. This information will help your broker negotiate the best rates on your behalf.

Additional properties

Have you purchased additional properties during the past year? If you own multiple buildings, scheduling all properties on a single policy may qualify for better landlord insurance rates. Separate policies make it easier for credits to slip through the cracks. Talk to your broker about using a master policy to manage your entire portfolio.

Rent and repair values

Once a year, you'll want to provide current rent rolls to keep Loss of Rents coverage up to date. In addition, you should talk with your broker to keep the building's insurance value current (not to be confused with market value). This last step is especially important if you have a coinsurance clause.

Other changes

Any time something changes with your property, you should contact your insurance broker. Your annual review should also include alerting your broker to any changes in the deed. Perhaps ownership transferred to a trust or corporation. This change can affect your insurance. The same applies to commercial tenant changes for mixed-use buildings.

Bottom Line

As you go through your daily operations as a landlord, keep track of all changes to the property, and communicate this information to your broker.

Annually

- **Building improvements.** Make a list, and submit it to your broker before renewal.
- **Rent rolls.** Send updated information once a year. Why not January, to keep it consistent?

Immediately

- **Buying/selling properties.** These transactions have an obvious impact on your insurance.
- **Changes in ownership.** Any time the deed changes, alert your broker.
- **Changes in commercial tenants.** In commercial and mixed-use buildings, these tenants affect your risk profile.
- **Other changes.** Not sure? Play it safe, and call your broker. A short conversation will give you peace of mind, and it might reduce your landlord insurance cost.





SPECIAL CONSIDERATIONS



A Guide to Insuring Mixed-Use Buildings

Owners of small buildings in New York City face a number of insurance challenges. But for owners of mixed-use buildings—those properties with commercial space on the ground floor and residential units above—commercial building insurance can get tricky.

Mixed-use buildings face various insurance challenges, depending upon the types of commercial tenants.

Common throughout the five boroughs, these properties raise a number of special considerations when looking for mixed-use building insurance.

General Guidelines

First and foremost, building owners and property managers should require each commercial tenant to carry a liability policy of at least $1 million. In addition, this policy should name the landlord or building owner as additional insured. Building owners should not be held responsible for tenants' customers.

In addition, the insurance carrier for commercial tenants should be rated B+ or better on the A.M. Best scale, which indicates an insurance company with a good ability to meet its financial obligations. Other insurance rating groups use different classifications, but the key is to find a carrier with a "good" outlook.

Occupancy-Specific Concerns

In addition, building owners need to consider special requirements that depend upon the specific nature of occupancy:

- **For example, restaurants that serve liquor also need to have a liquor liability policy of at least $1 million.**
- **Tenants that involve children, such as daycare centers and tutoring facilities, require special licenses and insurance, as well as two means of egress.**
- **Laundromats require inspections of water hoses to prevent leaks.**

These examples are only some of the considerations for building owners with commercial tenants.

Getting the Best Insurance for Mixed-Use Buildings

To help small building owners in New York City get the right policy for their mixed-use building, City Building Owners Insurance goes through the following process:

- **Review of exposures for different tenant types, including types of insurance proof associated with each**
- **Discussion of risk transfer**
- **Review of certificates of insurance**

In addition, we help building owners look at their property with the goal of lowering their overall risk profile. This process allows us to find the right policy at the best price for each building. ■





Special Considerations for Brownstone Insurance

Homeowners shopping for New York City building insurance often have special needs. This is particularly true for owners who need brownstone insurance or coverage for other pre-war buildings. The saying "They don't make 'em like they used to" definitely applies to architecture and construction. And not necessarily in a negative way.

The right insurance partner will help restore your brownstone to its original beauty if you have to file a claim.

Brownstones and other older buildings often have architectural details not found in modern construction. Examples include plaster walls, pocket doors and leaded windows. These details are inherent to the charm of these structures. As a result, building owners need an insurance partner who understands these older properties.

Building Preservation

The first item to consider is whether the insurance firm specializes in brownstones and other older buildings. In the event of a claim, you want a partner that will help restore the property to its original condition. Choose an insurance company that has experience with older homes. Ideally, if you file a claim, the insurer will allow you to hire contractors that specialize in brownstone repair.

Modern Construction Codes

At the same time, older properties often don't meet modern construction codes. If a brownstone is damaged, the repair work might also include replacing an outdated system to meet current codes. Such updates are not covered under standard homeowner or brownstone insurance. However, the addition of Ordinance or Law coverage provides extra funds for this purpose. So if you're shopping for brownstone insurance, you should consider this added protection.

In general, when insuring a brownstone, treat it like a brownstone—not like a house built in 1985. Build a custom insurance policy that will help you keep the important architectural details if you have a claim. And get protection to help you replace systems that need to be updated. ■



Dog-Related Injuries Cause $856 Million in Liability Claims

Man's best friend doesn't always act so friendly. The Centers for Disease Control and Prevention (CDC) estimates that about 4.7 million people are bitten by dogs each year in the U.S., and in 2020 the average cost per claim jumped by 12.3%.

Whether you have a pet-free or pet-friendly policy, make sure your insurance coverage has the right liability protection.

According to the Insurance Information Institute (III) and State Farm, dog bites and other dog-related injuries cost $854 million in liability claims in 2020, representing more than one-third of homeowner liability claims. California led the nation with 2,103 claims, more than twice the number in fourth-ranked New York, at 881. But the Empire State had a higher average cost per claim, at $66.817.

Apparently, dog-bite claims are yet another area where New York exceeds the national average ($50,425 for 2020).

The average cost per claim nationally has risen 134% from 2003 to 2019, according to the III. They attribute the increase to increased medical costs, as well as larger settlements, judgments and jury awards given to plaintiffs.

Dog-Related Injury Implications for Landlords

Liability concerns may convince some landlords to adopt either a no-pets policy or a very restrictive pet policy. Legal website Nolo says that it's rare for a landlord to be found liable for injuries caused by a tenant's dog. Simply renting to a tenant with a dog does not make the landlord legally responsible for the pet's actions.

Generally speaking, landlord liability for dog-related injuries depends on one of the following conditions:

- **Failure to remove a dog that is known to be dangerous**
- **Control over the dog, such as agreeing to pet-sit in the owner's absence**

To know that a dog poses a danger, the landlord must know that it previously threatened or injured someone. Knowing that a tenant chains a dog that barks when approached, for instance, does not necessarily transfer liability to a landlord. Under such circumstances, a New York court did not hold a landlord liable for an injury caused by a tenant's dog.

Someone who cares for or otherwise exercises control over a dog often has the same liability as the legal owner. Even landlords who love animals should think twice about special requests concerning pets. (Take this suggestion in the same spirit as the one about not loaning equipment to contractors.) ■





A Quick Guide to Fallen Trees and Insurance Claims

Your neighbor's tree falls on your house or car. Or it's your tree and your neighbor's house or car. Or maybe the tree doesn't fall, but a storm blows a branch through your window. Your tree, your problem? Your neighbor's tree, their problem? A tree may have fallen, but where the liability falls isn't always so obvious. Dealing with fallen trees and insurance claims can be confusing This article will help clear things up.

Dealing with a fallen trees and insurance claims? These 3 factors determine insurance coverage: the tree's location, why it fell, and what was damaged.

Who Pays for Fallen Trees and Resultant Costs? It Depends

There are three factors that affect insurance coverage for fallen trees in a standard homeowner's insurance policy:

- **Where the tree was.** Your yard, your neighbor's yard or on public property
- **Why the tree fell.** Wind, a storm, a flood or just age or condition
- **What was damaged.** Your home, an outbuilding (such as a shed) or your car

Here are some common situations:

A tree, either yours or your neighbor's, falls and nothing is damaged.

According to the Insurance Information Institute (III), your policy probably won't cover debris removal. However, if the tree fell because of neglect, such as rot or disease, the tree's owner may be liable. If the tree blocks a ramp for the disabled or a driveway, insurance may pay for removal.

A tree falls because of a storm or wind and damages a structure, fence or other property.

For most policies, storms or wind are "named perils." Regardless of whether the tree was yours or not, the insurance company that insured the damaged property

would pay. In that case, debris removal would also be covered.

A tree falls on a vehicle.

Coverage, if any, would come from the auto insurer, not the homeowner's policy, assuming the auto policy includes comprehensive coverage. (Some owners opt to purchase only liability insurance.).

The same rules apply if branches, and not an entire tree, caused the damage.

Contents of the damaged structure would be covered as well, subject to policy limits. And since trees, plants and shrubs have value, insurance may cover replacement, again subject to policy limits. (Most policies cap this coverage at 5% of the amount of coverage on the structure.)

What's Covered

Typically, policies cover damage to trees and shrubs caused by disasters or accidents, including fire, lightning, explosion, theft, aircraft, vehicles not owned by the resident, vandalism and malicious mischief.

Note that damage caused by floods, earthquakes or hurricanes may carry higher deductibles or not be covered at all. This often varies by state; additional insurance is worth considering.

If your home has high-value trees, shrubs or plants, ask your insurance broker/agent about additional coverage.

When the Owner of the Fallen Tree Matters

If the tree that damages your property was your neighbor's, your insurance company may try to collect from their insurance company. This is called subrogation. If your insurer is successful, you may be reimbursed for your deductible.

Remember, if a tree is rotting, diseased or otherwise in danger of falling, or branches are in danger of falling, the owner could be liable if they do nothing to correct the situation. If a tree on your neighbor's property looks as if it could fall on your property at any moment, send a letter with photos to your neighbor, detailing the issue. If your neighbor refuses to do anything, you may want to consider hiring a lawyer. If not, the fact that you told your neighbor about the potential liability could make your neighbor liable (and ultimately reimburse you for your deductible).

Lastly, consider your deductible. If a tree damages your fence and the cost to repair the fence and remove the tree is only a little more than your deductible, you may want to consider whether filing a claim makes sense. ■





What You Need to Know About Flood Insurance

Warmer weather brings people out of their homes to enjoy the great outdoors.

It also brings hurricanes and floods. (The Atlantic hurricane season starts on June 1 and extends through November 30.)

The National Oceanographic and Atmospheric Association (NOAA) predicts widespread flooding this year, with major to moderate flooding in 23 states. As the agency notes, floods account for more deaths in the United States than any other disaster. Floods are also the leading cause of property loss. That's why preparing for flood season is especially important this year.

Here's how to help ensure that a natural disaster doesn't also become a financial one.

What Is a Flood?

Floods are defined very differently, depending upon whether the insurer is the federal government or a private company. There are two primary ways to insure against flood risk—government flood insurance and private flood insurance policies. (Both can be extended by excess flood insurance, a private product that increases policy limits.) Each has different definitions and coverage.

For federal flood insurance, the National Flood Insurance Program (NFIP), overseen by the Federal Emergency Management Agency (FEMA), defines a flood as:

"An excess of water on land that is normally dry, affecting two or more acres of land or two or more properties."

Although the government has maps that show the likelihood of flooding in every part of the country, floods can happen anywhere. Heavy rains recently caused the breach of two dams in central Michigan, and floods inundated thousands of homes. Because the area wasn't prone to flooding, very few residents had flood insurance. Homeowners insurance doesn't cover flooding, except in a few specialized circumstances. (For example, if a policy includes coverage



for a sewer backup, the loss will be covered if the sewer backs up and floods the basement.)

Floods and hurricanes

Another thing you should be aware of when preparing for flood season is that hurricanes can also strike almost anywhere in the country. Homeowners whose homes suffer significant damage during a hurricane may not realize what their homeowners' insurance does and doesn't cover. Even policies that include storm coverage often limit or exclude flood coverage.

In some policies, damage caused by a hurricane, such as from high winds, may be specifically excluded. Deductibles may vary as well. Flood damage caused by a hurricane won't be covered by a standard homeowners policy.

Generally, the expenses of evacuating your home to avoid a pending hurricane won't be covered. But if your home isn't livable when you return, most policies will cover living expenses if you're forced to stay elsewhere.

Private insurers define flooding more broadly. In many cases, flood insurance can cover rapidly melting snow, excessive rain, a failing dam or levee, an above-ground pool that overflows, and even new, nearby construction that changes existing drainage patterns. Even if only your home is affected, private insurance will cover it.

What Does Flood Insurance Cover?

Flood insurance typically consists of two policies: one covers buildings, the other their contents.

Residential properties (1-4 families) can be insured for up to $250,000, and contents for up to $100,000. Commercial property owners can secure coverage for up to $500,000 on the building and $500,000 for the building contents. A waiting period of 30 days before coverage begins may apply in some circumstances. ■

Building coverage usually includes:

- The insured building and its foundation
- Electrical and plumbing systems
- Central air conditioning equipment, furnaces and water heaters
- Refrigerators, cooking stoves and built-in appliances such as dishwashers
- Permanently installed carpeting over unfinished flooring
- Permanently installed paneling, wallboard, bookcases and cabinets
- Window blinds
- Detached garages (up to 10% of Building Property coverage)
- If more coverage for detached garage is needed, a separate Building Property policy is required
- Detached buildings (other than garages) require a separate Building Property policy
- Debris removal

Contents coverage typically includes:

- Personal belongings, such as clothing, furniture and electronic equipment
- Curtains
- Portable and window air conditioners
- Portable microwave ovens and portable dishwashers
- Carpets that are not included in building coverage
- Washers and dryers
- Freezers and the food in them (but not refrigerators)
- Certain valuable items, such as original artwork and furs (up to $2,500)

Coverage is typically based on actual cash value; a knowledgeable insurance broker can help you obtain additional coverage.

What's not covered:

> ***Damage*** caused by moisture, mildew or mold that could have been avoided by the property owner
>
> ***Personal property in basements***
>
> ***Currency, precious metals and valuable papers***, such as stock certificates
>
> ***Property and belongings outside of an insured building***, such as trees, plants, wells, septic systems, walks, decks, patios, fences, seawalls, hot tubs and swimming pools
>
> ***Living expenses***, such as temporary housing
>
> ***Financial losses*** caused by business interruption or loss of use of insured property
>
> ***Registered vehicles***, such as cars, including their parts

Shopping for Flood Insurance

For flood insurance through the NFIP, rates are set by the government. Prices will be virtually the same at any insurance agency.

As mentioned above, other insurance companies, not affiliated with the NFIP, also offer flood insurance. Because those policies aren't administered by the federal government, pricing and coverage can vary. Homeowners can also purchase excess flood insurance coverage to extend the dollar limits of either federal or private flood insurance policies. Policy limits and deductibles can vary, depending upon whether the building is in a high-risk or low-risk flood zone.

Since government-issued flood insurance policies will be identical regardless of where they're purchased, choose an insurance broker/agent who offers excellent service. In the event of a question or a claim, you'll want a knowledgeable advocate who's on your side. For private flood insurance and excess flood insurance policies, talk to a broker/agent who has experience with flood insurance to get the best policy for your needs. ■



Your Guide to Earthquake Insurance

A standard homeowners or building insurance policy doesn't include earthquake coverage. Here's how to protect yourself.

If you're wondering whether your home or building is insured against earthquakes, then it probably isn't. Earthquake insurance is a special kind of protection that isn't included in a standard homeowners or landlord policy. In other words, if an earthquake causes structural damage to your property, you'll have to pay out of pocket. The same applies to any loss of furnishings or personal possessions. And if the building in question is a commercial property, such as an apartment building, you wouldn't be covered for any loss of income.

How Does Earthquake Insurance Work?

You can purchase an endorsement to a homeowners or business policy or a separate policy to cover losses from earthquakes and aftershocks. Since different building materials react differently to earth movement (brick vs. wood, for example), premiums vary by the type of building construction. Brownstone earthquake insurance, for instance, would carry different premiums than earthquake insurance for a property that uses vinyl siding.

Earthquake insurance deductibles are considerably higher than standard deductibles. Usually they are determined by a percentage of the building's value, generally from 5% to 40%. So if you're purchasing building earthquake insurance for a $4 million property, a 10% deductible would be $400K.

When Can I Buy Earthquake Insurance?

You can buy earthquake coverage at almost any time—but not within 72 hours of an earthquake. Damaging aftershocks may still occur during that period. For a business owner's policy, an earthquake endorsement cannot be added within 168 hours of a quake.



Does Earthquake Coverage Include Aftershocks?

Yes. With a homeowners earthquake endorsement, any damage from the earthquake and from aftershocks that occur within 72 hours of the initial quake will be considered one occurrence. You pay your deductible only once. It works in a similar way for a commercial earthquake policy. Similar to the period for purchasing earthquake insurance, a business policy includes any aftershocks within 168 of the earthquake.

Do I Really Need Coverage in This Area of the Country?

Small earthquakes have happened in this area and will likely happen again. In fact, some experts predict a major quake in the Northeast some time over the next five years. (But who knows?) ■



PROPERTY MANAGEMENT



Housekeeping, Maintenance & Your Insurance Policy

There's not much excitement for most landlords, property managers and building owners when it comes to routine housekeeping and maintenance. But there's an excellent reason why you should care about housekeeping and maintenance: your insurance company does. And so do your residents and potential residents.

Property maintenance and housekeeping may not sound exciting, but it's important to your insurance company, as well as to residents and potential tenants.

Reduced insurance costs? Decreased liability? Fewer complaints? Paying attention to housekeeping and maintenance can offer those benefits and more.

Begin with Regular Housekeeping and Maintenance Inspections

This is one of the best and cheapest risk management strategies you can use. Check the property routinely to ensure the following:

- Hallways are clear with no clutter
- Exit signs and lights are operating
- Handrails are tight and sturdy
- Stairways are in good repair, with no broken, worn or loose steps
- Portable fire extinguishers are operational (Check the dates!)
- Circuit breaker boxes and water shutoff valves are easily accessible (and all building personnel know where they are)
- Sidewalks are clear and in good repair
- Grounds are clear, including decks, porches and fire escapes

Sidewalks are particularly important. Sidewalk-related claims are the top personal liability claim in all five boroughs.

Housekeeping and Maintenance Make Your Insurance Company (and Tenants) Happy

To get the best premiums, your insurance company wants to know that you're taking care of your property. Not only do safety-related improvements, such as better lighting and the addition of a doorman, make your building profile more attractive, but they can lower your premiums as well.

Upgrades to major systems—like heating, electric and plumbing—greatly improve your building profile. After all, properties with newer, code-compliant systems have less risk of claims from, say, water leaks or electrical fires.

You'll also want to install sensors or detectors for early warnings of temperature or water issues, especially in vacant buildings.

And, needless to say, any time you replace, add or upgrade, let your insurance partner know.

One final safety tip: If your building has a breaker panel manufactured by Federal Pacific Electric, replace it immediately.

An Ounce of Prevention

Last fall, we wrote a policy for a new client, and the insurance inspector recommended installing fire extinguishers in the hallways. The client followed this advice, even though he wasn't happy about the additional costs.

That same client recently filed a claim after a small kitchen fire broke out in a unit, and the resident used one of those fire extinguishers to put it out before the fire department arrived. As a result, the damage was minimal.

Trust us, spending a few minutes or a few dollars now on maintenance, repairs and upgrades can benefit you and your tenants later on. It's time and money well spent. ■





A Landlord's Spring Maintenance Checklist

Your property takes a beating in the winter. Snow, ice, winter storms and harsh conditions take their toll on buildings, both inside and out. Spring is not only the time to repair wear and tear from winter, but also to take care of many other maintenance and repair tasks.

Here are some of the things that should be part of your spring to-do list.

Seasonal Maintenance and Repair

Now is the time to pay attention to landscaping, the outdoors, and the exterior of your building. Do any trees or tree limbs need to be taken down? Do you have dead or dying bushes or other plants that need replacing? If you typically plant annuals, you can begin as soon as the first frost has passed.

Chances are the winter has left leaves, twigs or other debris on your property. This is the time to clean, sweep and haul.

Once that's done, check the exterior of your property for any damage, such as rotting wood, cracking or absent caulk around windows, crumbling bricks and concrete, or flaking paint. These smaller tasks now will become much larger and more expensive if neglected.

One other task to make sure you don't neglect is checking on your roof and, if applicable, gutters and downspouts.

Small leaks, loose or curling roof shingles, crumbling caulk, cracks in roofing cement, and missing or corroded flashing will become major problems if neglected. Winter's freezes and thaws can cause cracks, gaps and openings.

Northeastern winters can also take their toll on your building's HVAC systems. Before the summer heat arrives:

- **Clean or replace air filters**
- **Flush and check water heaters and boilers**
- **Check and, if needed, adjust/repair air conditioning units**

Finally, spring is the time to think about your building's curb appeal. If needed, pressure wash your building and refresh any signage that's looking old.



General Maintenance

Spring is also an excellent time to take care of certain regular maintenance chores, such as the following:

- **Check that all fire escapes are in good repair and free of rust**
- **Change batteries in smoke and CO detectors**
- **Clean and, if needed, repair or maintain appliances to extend their working lives**
- **Stock up on critical supplies, such as filters, light bulbs and batteries; many are on sale in the spring**

Finally, if you're looking to buy or sell a property, spring is the traditional beginning of the real estate season. Because of the pandemic, there are better deals than usual in some parts of Manhattan and elsewhere in New York City. ■



Fall Building Maintenance: Get Ready for Cooler Weather

Once Labor Day passes and the kids return to school, it's time for annual fall building maintenance. Cooler temperatures and lower humidity make certain tasks easier. In addition, these chores can help reduce energy costs when the New York City heating season kicks in on October 1.

Use this fall building maintenance checklist to prepare for heating season.

Many of these tasks are simple enough for a building owner or superintendent, while others would benefit from the expert assistance of a professional contractor.

Fall Building Maintenance

Clean gutters and downspouts

Clear debris from these areas to allow proper drainage, and continue to check these waterways as the season progresses. Blocked gutters can result in water damage to the roof. During the winter months, standing water can freeze and cause ice dams. Downspouts should direct water away from the building exterior.

Look for water damage

Inspect ceilings and sheetrock for stains or bubbling, which can indicate a roof leak or a clogged drain line.

Inspect the roof

Check the flashing where walls intersect the roof and around chimneys and plumbing pipes for damage that could allow water into the building. Also, make sure roof drains are clear; standing water indicates a clog.

Examine the building perimeter

Walk around the building, and look for any cracks or gaps in the walls. Make sure window caulking is still flexible. In addition, check the weather stripping around door frames. Replace or re-caulk, as needed; this will reduce water damage and prevent heat from escaping.

Service the heating system

Inspect furnaces and heat pumps, and replace dirty filters, which waste energy. Consider hiring an HVAC contractor to check the heating system and to perform seasonal maintenance: checking blowers, ensuring flues are clear, and conducting other safety checks.

Repair sidewalk cracks

Sealing sidewalk cracks during the fall can prevent more expensive repairs later. Water can freeze inside these crevices and cause extensive concrete damage.

Protect exterior plumbing

Turn off the valves to exterior faucets, and drain the pipes to prevent trapped water from freezing. Insulate any exposed pipes.

Test life safety equipment

Make sure smoke and carbon monoxide alarms are working, and replace any batteries or battery backups. This is also a good time to check the dates on fire extinguishers to ensure they haven't passed their expiration date.

Check exit signs

Ensure that all emergency signs are well illuminated and visible. ■





17 Tips to Protect Tenants and Property During Winter Weather

Falling temperatures herald the holiday season, but winter weather also brings a new set of risks, including slips and falls, burst pipes, and space heater fires. Use this handy winter checklist for landlords to protect your residents and your property in the cold months ahead.

Keep your tenants and property safe this winter by following these winter maintenance tips for landlords.

Fall Building Maintenance

1. **Inspect and repair the roof.** Check the roof for gaps or water damage, especially around vents and other openings. Caulk or seal openings, and clear drains of leaves and other debris. Don't forget to check chimneys.

2. **Fix sidewalk cracks.** Now is also a good time to take care of sidewalk repairs. Damaged sidewalks create trip hazards. In addition, constant expansion and contraction, caused by water melting and freezing, can make existing damage considerably worse by the time spring arrives.

3. **Store outdoor items.** Move outdoor items such as lawnmowers and outdoor furniture into storage for the winter.

4. **Seal doors and windows.** Keep utility bills in check by installing (or repairing) weatherstripping in doors and windows. Repair gaps around windows and cracks in walls with caulk or more permanent repairs, as needed.

5. **Clear gutters and downspouts.** Blocked gutters can lead to water accumulation and ice dams, which can tear off gutters and result in interior leaks.

6. **Winterize pipes.** Drain and insulate any exterior pipes to prevent the lines from freezing during the cold months.

7. **Protect against leaks.** Add leak detectors and auto shutoff devices to prevent catastrophic leaks, especially when you're not on the premises.

8. **Check nearby trees.** Inspect trees and have unsafe branches removed. Winter storms can snap limbs and topple entire trees.

9. **Arrange for snow removal.** Make sure you have a plan for removing snow and ice from sidewalks in a timely manner. New York City has strict guidelines for snow removal. Make sure you have ice melt on hand.

10. **Replace air filters.** The start of the winter season is an excellent time to change HVAC air filters. Clogged filters not only increase energy usage, but they also shorten the life of your equipment.

11. **Winterize AC units.** To preserve its life, cover and seal the outdoor unit to prevent damage from snow and ice.

12. **Assess entry mats.** Position high-quality mats inside and outside the building to reduce slip and fall hazards. Keep warning signs on hand to alert tenants and visitors to wet surfaces.

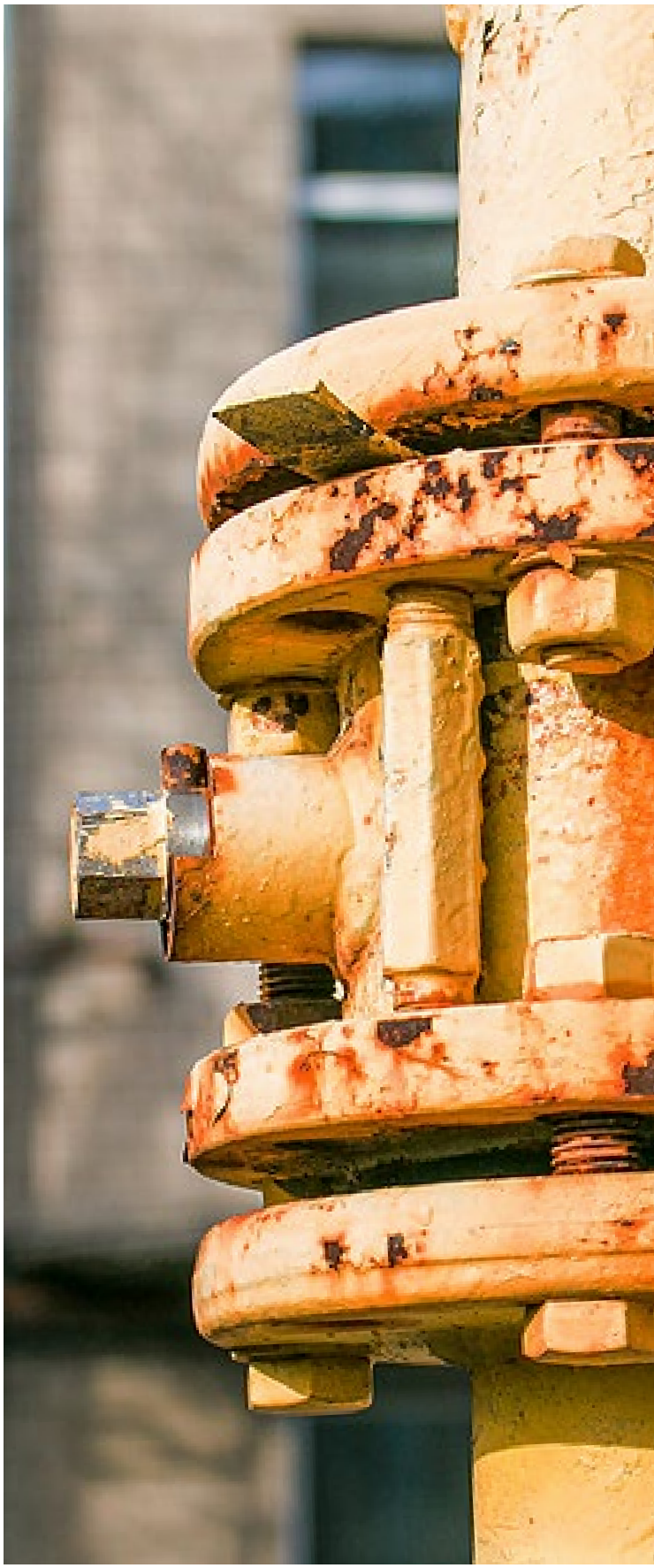
13. **Test smoke, fire and carbon monoxide detectors.** Winter is the prime season for home fires, a leading cause of building insurance claims. Make sure these early-warning systems are fully functional.

14. **Bleed radiators and service heating systems.** Make sure heating systems are working properly before they're needed.

15. **Educate tenants.** Share holiday safety tips with your tenants. Thanksgiving and Christmas both see a high number of residential fires caused by cooking. Also, provide guidelines for space heater usage, which need at least three feet of space around them.

16. **Plug leaks in electrical outlets.** Once a year, remove outlet covers and fill in any gaps around the outlet boxes. While tedious, this step can prevent heat loss. A bit of foam solves the problem quickly.

17. **Add battery back-up.** Make sure sump pumps or other critical systems will continue to operate during power outages to prevent damage. ■





NYC REQUIREMENTS



A Guide to Landlord Responsibilities in New York City

Owners of residential apartment buildings in New York City have certain landlord responsibilities for maintenance and safety. Many of these responsibilities are outlined in multiple codes and laws, including the New York City Housing Maintenance Code (HMC) and New York State Multiple Dwelling Law (MDL). The New York City Department of Housing Preservation and Development (HPD) enforces both the HMC and the MDL.

Many landlord responsibilities in New York City are standard building practice and common sense, but the city has some very specific requirements.

Landlord Responsibilities: Maintenance

The HPD website summarizes these residential maintenance requirements, many of which are also addressed in the HPD publication *The ABCs of Housing*.

Housing Information Guide Notice

Owners of multiple-dwelling buildings (3+ units) must post a notice that publicizes the availability of the above-mentioned housing information guide for tenants and owners, *The ABCs of Housing*. The notice must be placed in a conspicuous location within view of the mail collection area.

Heat and hot water

Building owners are required by law to provide heat and hot water to tenants. Hot water must be provided year-round at a constant minimum temperature of 120 degrees Fahrenheit. Heat must be provided during "Heat Season," which falls between October 1 and May 31, under the following conditions:

- Between 6:00 a.m. and 10:00 p.m., if the external temperature falls below 55 degrees, the inside temperature must be at least 68 degrees Fahrenheit
- Between 10:00 p.m. and 6:00 a.m., the inside temperature must be at least 62 degrees Fahrenheit



Mold

Building owners are required to maintain their buildings and to fix leaks promptly to avoid mold growth and proliferation. If tenants report mold, maintenance workers should find and repair the moisture problem and remove the mold with soap and water. Large areas of mold may require professional cleaning.

Pests

Property owners are required to provide an environment free from such pests as roaches, mice and bedbugs. General prevention measures include building repairs to seal holes and leaks, extermination services and proper garbage storage. New York City recommends working with pest control services that practice integrated pest management (IPM). This approach relies less on pesticides and emphasizes preventive strategies to make buildings less hospitable to pests by depriving them of food, water and shelter. (As a bonus, IPM improves overall building conditions and helps property owners qualify for the best possible rates.)

In addition, owners of multiple-dwelling buildings must provide a fact sheet on Local Law 55 of 2018 and an indoor allergen notice with each tenant's lease.

Landlord Responsibilities: Safety

Several of these maintenance requirements focus on public safety.

Lead paint

The Childhood Lead Poisoning Prevention Act requires landlords to identify and remediate lead-based paint hazards in apartments occupied by young children. For buildings built before 1960 (or between 1960 and 1978 if owners know that lead-based paint is present), owners are required to investigate and remove lead-based paint hazards upon turnover of an apartment, using safe work practices and trained workers.

In addition, owners and landlords must do the following on an annual basis:

- Inspect units occupied by a child under age six, as well as common areas, for peeling paint, chewable surfaces, deteriorated subsurfaces, and friction and impact surfaces
- Send an annual lead notice between January 1st and 15th

Smoke and carbon monoxide detectors

Landlords are required to provide and install smoke detectors and at least one approved carbon monoxide detector in each unit, as well as written information for testing and maintaining the detectors. Carbon monoxide detectors must have an audible alarm signaling the end of their useful life. These devices must also be installed within 15 feet of the primary entrance to each bedroom. Tenants are responsible for maintaining both devices.

Window guards

For buildings with three or more apartments, New York City requires the installation of approved window guards on all windows, including first-floor bathrooms and windows leading to a terrace or balcony, in common areas and in units occupied by a child 10 years of age or younger. Also, tenants or occupants may request window guards in writing for any reason, such as visiting grandchildren. Owners of multiple dwellings must send an annual notice to tenants to determine the need for window guards, which can be combined with the annual lead notice.

Outlet covers

Electrical outlets in the public areas of residential buildings with three or more units are required to have outlet covers, caps or other safety devices over the openings. Tamper-resistant outlets do not require such covers. Also, electrical outlets in areas used exclusively for mechanical equipment or storage are also exempt from this requirement.

Required Signs & Notices

In addition, New York City requires landlords to post the following signs and notices (among others):

Certificate of inspection visits

Owners need to provide a frame that accommodates a 6" x 9" inspection visit card, issued by the HPD inspector. This notice should be displayed between 48" and 62" above floor height, located at or near the mailbox (if present).

Fire safety notices

Apartment building owners (3+ units) are required to post an Emergency Preparedness Notice on the inside of all dwelling unit entrance doors, as well as in the lobby or common area.

Garbage collection notice

Display a tamper-proof sign with the hours and method of garbage collection in the lobby, unless the building has a 24-hour dumbwaiter service.

Gas leak notice

Property owners must provide tenants with a notice that explains procedures to follow in case of a suspected gas leak. Such notices must be delivered to every tenant and prospective tenant with lease and lease renewal forms AND posted in a common area. Owners may also opt to post a combined notice for Smoke and Carbon Monoxide Detecting Devices and Gas Leak Procedures.

Smoke and carbon monoxide detectors

Property owners need to post HPD-approved notices with smoke detector and carbon monoxide monitor requirements. Smoke detector notices should be posted at or near mailboxes, while carbon monoxide notices can be posted in a common area. As noted above, a combined notice for smoke/carbon monoxide detectors and gas leak procedures may be posted instead.

Notice of service interruption

The owner of a multiple dwelling must post a notice prior to making repairs or performing other work that is expected to interrupt heat, water, gas or electricity service for two or more hours. The notice, which must be posted in English and in Spanish, must be posted in a public location at least 24 hours before the anticipated interruption of service. In addition, the notice must remain posted until the service interruption ends. ■

Property Registration for New York City Landlords



New York City's Department of Housing Preservation & Development (HPD) requires annual property registration by owners of residential buildings that meet the following requirements:

Don't forget to register your residential building with HPD by September 1.

- Multiple dwelling (3 or more residential units)
- Private dwelling (1-2 residential units) not occupied by the building owner or the owner's immediate family

In other words, most New York City landlords need to register their buildings by the September 1 deadline.

HPD also requires registration whenever the building ownership changes or when other information on a valid registration changes, such as the managing agent or on-site management. HPD uses the registration contact information for official notification, or in case of an emergency at the property.

HPD should issue annual registration notices by mail by the end of July.

NYC Property Registration

To register properties, HPD encourages owners and managers to use its Property Registration Online System (PROS). This portal allows owners and managers to do the following:

- **Update registration forms annually or as changes occur (Signed hard copies are still required.)**
- **Create new property registrations**
- **Review and print a building's registration history and submitted forms**
- **Receive electronic notification when forms are accepted or rejected**
- **Link to the Department of Finance to pay the property registration fee**

Complete the Property Registration Form

Complete the form that is mailed to you, or visit the PROS portal to complete the online form. Please note, even if registering online, owners still need to print a hard copy of the completed form, which must be signed and dated by the agent and the property owner listed on the registration form.

Mail the completed and signed forms to:

Department of Housing Preservation and Development

Church Street Station

P.O. Box 3888

New York, NY 10008-3888

Pay the property registration fee

New York City charges a $13 registration fee. The Department of Finance (DOF) bills this fee directly as part of your property tax collection Statement of Account, due on July 1.

HPD does not accept payment for property registration.

To apply payment to the Property Registration fee, you can pay online with a credit card or visit a DOF Business Center.

You can also mail payments to:

Department of Finance

P.O. Box 680

Newark, NJ 07101-0680

Clearly indicate that the payment should apply to the Housing-Property Registration fee. Include the property Borough, Block and Lot number on the check, as well as the account/property registration number. (This information appears on the registration form, and it's also required for the online payment portal.)

New Registration Requirement for 2021

Owners and agents of properties constructed before 1960 must now indicate compliance with Local Law 1 of 2004, the New York City Childhood Lead Poisoning Prevention Act, during the property registration process. Owners must complete the expanded Section 14, which includes additional questions regarding lead-based paint compliance.

Non-Compliance Penalties

Failure to register may incur civil penalties of $250–$500, as well as Orders to register. Such properties will not be able to certify or dismiss violations. Perhaps more importantly, owners that have not registered their buildings may not initiate legal action to recover possession of premises for nonpayment of rent. ■

For assistance with property registration, contact the Registration Assistance Unit at 212-863-7000 or by email at register@hpd.nyc.gov.



What NYC Building Owners Need to Know About Window Guards

For properties with three or more units, New York City law requires that building owners install and maintain window guards for apartments where a child age 10 years or younger lives. Every window in the apartment, except those leading to fire escapes, must have window guards. These metal or aluminum devices are designed to prevent children from falling out of windows. They are different from burglar bars.

The law has several legal requirements.

New York City landlords are required to install window guards in apartments where children age 10 years and younger live.

Window Guard Notices

When tenants sign a lease, the landlord must provide a window guard notice form within the first 30 days of occupancy. In addition, building owners must send an annual notice regarding window guards between January 1 and January 16. Tenants are required to complete and return the form to notify the landlord if a child age 10 years or younger lives in the apartment. These forms can also be used to request the guards for any other reason, such as to protect visiting children or for personal safety concerns.

Installation Requirements

Where required or requested, landlords must install window guards on every window in the apartment, even on the first floor, with the exception of windows leading to fire escapes. Window guards must be left off one window in each ground-floor apartment to allow use of the window as an emergency exit. In addition, all public hallway windows must have window guards for buildings with children age 10 years or younger.

Window Guard Compliance

These metal guards must meet the requirements of the Department of Health and Mental Hygiene, which has approved many types of these devices. Approved window guards are a minimum of 15 inches tall, with horizontal bars spaced 4.5 inches apart. The New York City Department of Health maintains a list of approved devices online. Guards and any other limiting devices should be appropriate to the window type (*e.g.*, double hung, casement, sliding, etc.).

Window Guard Costs

Apartment building owners and landlords are responsible for installation and maintenance of these protective devices. Owners can charge a one-time fee per window guard for apartment units, but they cannot charge tenants for window guards that were previously installed. (Window guard charges cannot exceed $10 per window guard for units that are either rent-stabilized or rent-controlled.) In addition, window guard charges cannot be included in the base rent.

For co-operative buildings, the responsibility for window guards remains with management. For owners in condominium buildings, individual unit owners should check with building management to find out who is responsible for installing and maintaining the guards. (Some condo managers do install them, but they're still the owner's responsibility.) Even in condo buildings, management is still responsible for guards in the hallway. ■





A Landlord's Guide to NYC Sidewalk Violations

New York City requires property owners to maintain the sidewalks adjacent to their properties. This requirement generally comes down to snow removal and sidewalk repair.

Building owners have 75 days to repair sidewalks. For emergency conditions, the repair period is 10 days.

Sidewalk Violations

The Department of Transportation (DOT) has oversight over New York City's 12,750 miles of sidewalks. DOT inspectors visit properties based on filed complaints and reports of injuries. They inspect the entire block where the incident occurred for sidewalk defects, such as:

- **Collapsed sidewalk**
- **Tree roots**
- **Trip hazards**

DOT issues sidewalk violations as an official notice of sidewalk defects. These notices are not fines; they are notices to correct the defective conditions. However, these violations are filed with the county clerk, where they remain until the city confirms that repairs have been made. Like other violations, open sidewalk violations can also cause issues when selling or refinancing the property.

Sidewalk Repairs

Building owners have 75 days to repair sidewalks. (For emergency conditions, such as a collapsed or impassable section, the repair period is 10 days.) The repair process includes the following:

Hire a contractor.

The contractor should understand DOT specifications for sidewalk repairs. In addition, he or she should be licensed by the Department of Consumer Affairs (DCA). Owners can check the DCA database to find a licensed contractor or to verify the license a contractor from another source.

Secure permits.

Before starting work, make sure the contractor has the necessary permits. Owners can call 311 to request a sidewalk construction permit, which currently costs $70 for every 300 linear feet of sidewalk for a single property. This fee includes the administrative cost of the permit, as well as the cost of sending an inspector for dismissal.

Schedule a dismissal inspection.

After the repairs are complete, owners can request a dismissal inspection by calling 311 with the following information: permit number, property address, block and lot number, and violation number.

If the owner does not correct the defect within the time period, DOT contractors may perform the work, and the Department of Finance will bill the property owner for the repair. Owners have 90 days to pay the bill. After 90 days, the city starts charging interest and places a lien against the property. ■





Bed Bug Reporting Requirements for New York City Landlords

New York City requires landlords of multiple dwellings (3+ residential units) to file an Annual Bed Bug Report that discloses any bed bug infestations on the property in the previous year. In addition, property owners and building managers must attempt to obtain bed bug infestation histories from tenants, including any eradication measures taken.

New York City landlords must file an Annual Bed Bug Report every December to report bed bug infestations.

Bed Bug Reporting Requirements

During December, building owners must report their findings for the previous 12 months, from November 1 through October 31.

The Annual Bed Bug Report should be submitted electronically to the New York City Department of Housing Preservation and Development (HPD). The online application only allows registered property owners and managing agents to submit the report. (See ***Property Registration for New York City Landlords*** on p. 47) Include the following information:

1. Number of dwelling units
2. Number of dwelling units, as reported or otherwise known to the owner, with a bed bug infestation during the previous year
3. Number of dwelling units, as reported or otherwise known, in which bed bug eradication measures were taken during the previous year
4. Number of dwelling units in Item 3 that had a bed bug infestation after taking eradication measures

In addition, owners need to certify that they will do one of the following:

- Distribute a copy of this information to each tenant at renewal time or upon the start of a new lease
- Post this information in a prominent location within the building within 60 days of filing (while maintaining a record of such posting)

Pursuant to law, the New York City Department of Housing Preservation and Development (HPD) will make the submitted information publicly available through HPD Online.

Bed Bug Posting Requirements

Upon filing the annual report by December 31, owners must provide to each tenant—either at the start or renewal of a lease—or post in a prominent location both of the following documents:

- A copy of the most recent electronic form submitted to HPD
- *Guide: Preventing and Getting Rid of Bed Bugs Safely*, provided by the NYC Department of Health and Mental Hygiene, with information about the prevention, detection and removal of bed bugs

Failure to file and/or post in a timely manner may result in a Housing Maintenance Code (HMC) violation. ■





New York's 'Indoor Allergen' Law: What Landlords Need to Know

New York's Local Law 55 of 2018 created additional obligations for owners of multiple dwellings (3+ units) when it comes to pests, molds and other allergens.

New York City landlords must perform annual inspections of units for indoor allergen hazards under New York's indoor allergen law.

Owners must perform annual inspections of all units and common areas for indoor allergen hazards, such as pests (*e.g.*, rats, cockroaches, mice) and mold. Landlords also need to respond to tenant complaints or inspection requests.

Other requirements include the following:

- Integrated Pest Management to address pest infestations
- Remediation of mold, pests and underlying defects and thorough cleaning of vacant apartments before new tenants move in
- Annual notice and copy of New York City Department of Health and Mental Hygiene (DOHMH) pamphlet to current and prospective tenants

Integrated Pest Management

To improve tenant satisfaction (and possibly save on insurance premiums), building owners should practice Integrated Pest Management (IPM).

Traditional pest control typically means applying pesticides. IPM goes beyond that by making your building(s) less hospitable to pests by:

- **Fixing leaks**
- **Patching holes and crevices**
- **Controlling/Maintaining garbage areas**
- **Depriving pests of basic necessities (*e.g.*, food, water, shelter)**

If you're thinking of taking the DIY route, be aware that New York State law specifies that only a licensed professional can apply pesticides in a multi-family building. This means that landlords and property managers have two options:

1. Become certified as a commercial applicator
2. Hire a Pest Management Professional (PMP)

The NYC Department of Health offers guidelines for choosing a PMP.

Mold Prevention

When it comes to preventing mold, the key is controlling moisture. Humidity, condensation and leaks can all increase the chances that mold will appear and spread.

A good starting point for preventing and mediating mold in commercial properties is ***this information from the Environmental Protection Agency***.

Home and building owners in New York City should be aware that mold is often excluded from homeowner and building insurance policies. So the best way to protect that Brooklyn brownstone is to prevent mold in the first place.

Indoor Allergen Hazard Penalties

The New York City Department of Buildings (DOB) issues violations for non-compliance with Local Law 55. Fines vary, depending on the specifics of the infraction(s), but can be as high as $10,000 per incident. Upon correction of cited hazards, a licensed professional must provide a Certificate of Correction for submission to the DOB.

Pest violations

Dwelling units or common areas found to have mice, rats and/or cockroaches will receive a Class C (immediately hazardous) violation.

- **Buildings with 5 or fewer units: $50 per violation per day**
- **Buildings with more than 5 units: $50-$150 per violation, plus $125 per violation per day**

All other pest infestations will receive a Class B (hazardous) violation.

- **$25-$100 each, plus $10 per violation per day**

Mold violations

Inspections that identify the presence of mold require assessment by a New York State licensed Mold Assessor and remediation by a separate Mold Remediator, also licensed by New York State.

- Less than 10 square feet of visible mold per room will incur a Class A (non-hazardous) violation.
- If the visible mold in a room equals or exceeds 10 square feet, the violation will be classified as either Class B or Class C. ■

A New York City Landlord's Guide to Lead Paint Requirements

New York City landlords must protect tenants from lead-based paint hazards.

Landlords in New York City have specific responsibilities for protecting tenants from lead paint hazards. Local Law 1 of 2004, also known as the Childhood Lead Poisoning Prevention Act, outlines these requirements, which apply to multiple dwelling units that were built before 1960 (or between 1960 and 1978 if lead-based paint is known to be present) and where a child under the age of six lives. Since February 2021, Local Law 1 of 2004 also applies to tenant-occupied, one- and two-unit buildings.

The New York City Department of Housing Preservation & Development (HPD) handles enforcement and offers online resources to assist building owners with compliance. This article provides an overview of landlords' responsibilities.

Lead-Based Paint Hazards

Building owners and landlords should investigate common areas and individual units where children under six reside for potential lead paint hazards, such as:

- **Peeling or damaged lead paint**
- **Dust created from peeling paint**
- **Lead paint on:**
  - *Crumbling plaster or rotted wood*
  - *Doors and windows that stick or rub against each other*
  - *Windowsills and other surfaces that children have chewed on*

Landlord Lead Paint Responsibilities

Property owners need to take the following actions to manage possible lead paint exposure.

Local Law 1 requirements

Unless a building owner has tested the painted surfaces to confirm otherwise, he or she must presume the presence of lead-based paint and follow the law's instructions when doing any work that could disturb a lead-based paint surface.

Local Law 1 and its amendments require owners to:

- **Perform proactive activities to confirm that paint is intact**
- **Conduct reactive activities to ensure proper remediation or abatement of peeling paint or deteriorated surfaces**
  - *Requirements for such work depend on whether a child under age six lives in the unit, amount of paint that could be disturbed, whether the work is connected to a violation, or the type of work being performed.*
- **Use safe work practices for any construction activities that disturb painted surfaces, assuming that paint is lead-based (unless testing confirms otherwise)**

These requirements also apply to dwelling units and common areas built between January 1, 1960, and January 1, 1978, if the owners know lead-based paint is present. Local Law 1 requirements do not apply to co-operative or condominium apartments occupied by the shareholder of record, but they do apply to co-op or condo units occupied by a tenant or subtenant.

In addition, owners must retain the records for these activities for at least 10 years and certify lead paint compliance as part of the annual property registration.

Unit turnover responsibilities

When a unit changes tenants, Local Law 1 requires landlords to take the following actions to ensure the unit's safety for new tenants:

- **Remediate all lead-based paint hazards and underlying defects, if applicable. At a minimum, this process involves wet scrape and paint.**
- **Arrange for removal of lead-based paint on:**
  - *Chewable surfaces with evidence of teeth marks (Alternately, owners can encase the surface with a hard, puncture-resistant material.)*
  - *Friction surfaces on doors and door frames*
  - *Friction surfaces on all windows (Owners also have the option to install replacement window channels or sliders on friction surfaces.)*
- **Make all bare floors, windowsills and window wells in the unit smooth and cleanable**

After completing all work according to safe work practices, owners must certify compliance with turnover requirements on the Lease/Commencement of Occupancy Notice for Prevention of Lead-Based Paint Hazards.

Lease signing and renewal

The completed Lease/Commencement of Occupancy Notice should be provided to new tenants with the lease (and at renewal), along with the Lead Paint Hazards in the Home pamphlet.

If requested by the tenant, owners should also provide documentation of turnover requirements. HPD has created a form to assist with recording turnover vacancy compliance.

Annual lead notice

Building owners must distribute an annual lead notice between January 1-15 to all tenants in pre-1960 multiple dwellings, or in dwellings built between 1960 and 1978, where the owner knows lead-based paint exists. (This notice may be combined with the annual window guard notice.)

- Owners must provide duplicate notices in at least English and Spanish so tenants can keep one copy and return one copy.
- In addition, property owners need to keep returned notices for their records.
- If tenants do not return the completed notice by February 15, owners must perform inspections between February 16 and March to determine whether a child under six lives or routinely spends more than 10 hours in the unit. Owners should document all attempts to contact the tenant to conduct such investigations.
- If owners do not receive the completed notice and cannot determine through inspection whether a child under six lives in the unit, they must notify DOHMH in writing. Such notifications should be mailed to **Department of Health and Mental Hygiene – Healthy Homes, 125 Worth Street, Sixth Floor, CN58, New York, NY 10013**.
- HPD offers Sample Forms for Delivery of Annual Notice Compliance to help owners document the above process.

Safe work practices

If repair work will disturb more than two square feet of lead-based paint—or paint of an unknown lead content—property owners must follow and document safe work practices for all repair work in a building common area or unit where a child under age six resides.

- **Contractors must be certified by the U.S. Environmental Protection Agency (EPA). The level of certification increases if the work:**
  - *Exceeds 100 square feet*
  - *Requires removing two or more windows*
  - *Responds to a violation*
  - *Is specifically for abatement*
- **If the repair work does not meet these stricter requirements, contractors must have EPA certification for Renovation, Repair and Painting, or RRP. This certification requirement includes plumbers, electricians, carpenters, etc., performing any work that would disturb paint.**
- **Upon completion of work, an EPA-certified Lead Inspector or Risk Assessor must take dust samples to confirm the area is free of lead-contaminated dust, according to the thresholds set by Local Law 1 and HPD.**
- **Owners must retain copies of the following:**
  - *Firm and worker certificates for repair work and dust samples*
  - *Results of dust samples*
  - *Invoices or documentation*

HPD offers the Sample Form for Safe Work Practices Compliance to assist owners with Local Law 1 documentation requirements.

Exemption

Building owners can hire qualified companies to perform testing and determine whether lead-based paint is present in their buildings. If lead-based paint is present, owners can take proactive steps to reduce the associated liability and apply for exemption from certain provisions of the law.

For additional information on these requirements, visit the HPD website. ■



A Building Owner's Guide to New York City Snow Removal

As beautiful as New York City looks with a fresh coat of snow, the New York City Department of Sanitation has very strict rules when it comes to snow removal from public walkways.

Building owners in New York City are responsible for snow removal. The deadline depends on what time the snow stops falling.

Before the Snow

Now is the time to check the condition of your snow shovel and to stock up on ice melt, as well as sand or kitty litter, for traction.

It's also a good time to line up help, if needed. Heavy snowfall may require an extra set of hands. Sometimes superintendents, and building owners, travel during the winter. Consider hiring a snow removal service.

Snow Removal Responsibilities

The New York City Administrative Code states that "every owner, lessee, tenant, occupant or other person having charge of any lot or building must clean snow and ice from the sidewalks adjacent (*i.e.*, in front of, on the side of, in back of) to their properties." For smaller residential buildings in the five boroughs, the responsibility generally falls to the property owners and commercial tenants in mixed-use buildings.

Snow Removal Deadlines

The timetable for cleaning snow depends upon when the snow stops falling.

If the snow stops between:

- **7:00 a.m. and 4:59 p.m. — Clear within 4 hours.**
- **5:00 p.m. and 8:59 p.m. — Clear within 14 hours.**
- **9:00 p.m. and 6:59 a.m. — Clear by 11:00 a.m.**



Failure to remove the snow by the deadline can result in building fines ranging from $100 to $350 per incident.

Tips for removing snow and ice

- **DO** remove snow from sidewalks in front of, beside and, if applicable, behind the building.
- **DO** clear snow, ice and debris away from fire hydrants in front of or beside your property.
- **DO** create a path at least four feet wide, where possible.
- **DO** clear a path to the crosswalk if you own a corner property. Also, if the snow has melted and created puddles, move the water away from the crosswalk to help those in wheelchairs, people pushing strollers, etc.
- **DO** use a de-icing product to help melt packed snow and ice that cannot be cleaned with a shovel.
- **DO** clear away any puddles that result from snow melt. Otherwise, it can refreeze and create a safety hazard.
- **DO NOT** shovel snow into the street or sidewalks. (If Sanitation personnel see this infraction, it can result in a Notice of Violation and $100 fine.) ■



LANDLORD **TOOLS**



Move-in Checklist for NYC Area Landlords

A thorough move-in checklist will help NYC landlords and tenants when move-out time comes.

Your tenant has signed a lease. The moving date is set. Now all you have to do is sit back and collect rent, right?

There's one more important step that can protect you and your tenant throughout the life of their stay and after they move out: a move-in checklist. Adding this important step can eliminate a lot of issues and disputes later.

What Is a Move-In Checklist and Why Is It Important?

A move-in checklist helps document existing conditions in the unit, making it clear what damage has been caused by the tenant. A checklist can help reduce the likelihood of disputes between the landlord and tenant during the tenancy, as well as when the tenant moves out and it's time to return all or part of the security deposit.

It can also give you an opportunity to get to know your tenant better, to set expectations, and to agree on any repairs or maintenance items prior to move-in.

How to Conduct a Move-In Inspection

You and your tenant should conduct the inspection together, using a checklist to document the condition of every aspect of the unit. Both of you should sign it. Give a copy to the tenant and attach a copy to the lease agreement. Then, file it away until it comes time for the tenant to move out.

But don't stop at the checklist. Document everything with photos as well. You don't have to print the photos (although you certainly can), but make sure you keep the digital files safe and secure. Putting them on a thumb drive labeled with the tenant's name, unit number, and occupancy dates can be helpful if any questions arise in the future.

Items to Include on the Move-In Checklist

Start with the tenant's name, the property address, move-in date (add the move-out date when you know it), inspection date(s), and who was present at each inspection.

Then make a list with four columns, divided by rooms:

- **The specific feature, such as walls, door, window, window treatment, stove, etc.**
- **Notes about the condition when the tenant arrived**
- **Notes about the condition when the tenant departed**
- **Notes about repair, replacement or maintenance costs, if necessary**

Here are the items to include:

Living/Dining/Bedrooms

- Ceiling Fan(s)
- Ceilings
- Chair Rail/Trims
- Closet(s)
- Doors and Locks
- Electrical Outlets
- Fireplace and Mantel
- Floors
- Lighting
- Other
- Radiators
- Shelves/Built-ins
- Smoke/CO2 Detector
- TV/Internet Outlets
- Walls
- Window Air Conditioner(s)
- Windows and Window Treatments

Kitchens

- Cabinets
- Ceiling Fan(s)
- Ceilings
- Chair Rail/Trims
- Closet(s)
- Countertops
- Dishwasher
- Doors and Locks
- Electrical Outlets
- Exhaust Fan/Range Hood
- Fireplace and Mantel
- Floors/Floor Coverings
- Garbage Disposal
- Lighting
- Other
- Oven and Stovetop
- Pantry
- Radiators
- Refrigerator
- Shelves/Built-ins
- Sink and Faucet
- Smoke/CO2 Detector
- TV/Internet Outlets
- Walls
- Window Air Conditioner(s)
- Windows and Window Treatments

Bathrooms

- Ceilings
- Closets



- Doors and Locks
- Electrical Outlet(s)
- Floors/Floor Coverings
- GFC Outlet(s)
- Lighting
- Other
- Radiators
- Shower and Bathtub
- Shower/Tub Enclosure
- Sink and Faucet
- Tile
- Toilet and Plumbing
- Towel Racks
- Walls
- Windows and Window Treatments

Make sure you also document any stairs, railings, in-unit elevators, or other items as well.

If during the inspection you or the tenant commit to repairing or replacing any items, make sure you note that.

For every item, be as specific as possible. Don't just say a tub is chipped. Instead, document the size and location of the chips. The more thorough you are before the tenant moves in, the fewer potential issues are likely down the road. ■



Apartment Turnover Checklist for NYC Area Landlords

When a tenant leaves, what do you need to do to prepare for the next tenant? If you're a new landlord, or even if you're more experienced, this handy apartment turnover checklist will make sure that nothing gets overlooked.

Advertise ASAP

As soon as you know you're going to have a vacancy, start lining up potential tenants. An empty apartment isn't generating income, so have a new tenant lined up before the old one moves out if you can.

Perform an In-Depth Inspection

Do a thorough walk-through of the apartment. Test everything: flip the switches, turn the faucets, open the windows, look for wear and tear and other damage. Use your records to determine any repairs that can be deducted from the previous renter's security deposit. The renter doesn't have to attend the walk-through; make sure you document everything with photos, video and extensive notes.

If the tenant left behind any personal property, make every effort to contact the tenant if they've left the premises and hold onto it at least 30 days before selling or discarding it.

Schedule Repairs and Maintenance

Line up vendors and staff to perform repairs, repaint, replace, whatever is necessary. Keep receipts for everything; they'll be especially helpful for anything you charge against the previous tenant's security deposit. Don't forget to check smoke and CO2 detectors. This is also an excellent time to make any needed renovations or to update older appliances.

Clean, Clean, Clean

Now is the time for a deep clean, either on your own or by a professional cleaning service. A deep clean means walls and ceilings, shampooing rugs, cleaning inside closets, cabinets, and storage areas, and making sure everything is spotless.

Schedule Showings

Potential tenants will almost certainly want a tour before they sign a lease. It's up to you whether you coordinate with

your tenant and schedule tours while the unit is still occupied or if you wait until it's empty. Ideally, you want a new tenant ready to move in as soon as the unit is ready.

Change the Keys

Make sure the former tenant cannot gain access to the unit by rekeying or changing locks, replacing codes, etc.

Do One Final Walk-Through

Immediately before a new tenant moves in, do one more inspection. Take photos, record video, and make notes to document the unit's condition. You don't want a tenant to dispute damage later and say, "It was like that when I moved in."

Create a schedule

Above all, set up a schedule, so you know what will be done, when it will be done, and who's responsible. Use this apartment turnover checklist to make sure nothing is overlooked. ■



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