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FREQUENTLY ASKED QUESTIONS

Q: What types of properties does OC Property Management handle?

A: Our current focus on residential rental (i.e. Condos, Townhomes, and Fourplex, Triplex, and Duplex units)

Q: Where does OCPM do business?

A: We manage rental properties in Orange County, California.

Q. How do you set the rental price on my property?

A. We don't set the rental price on your property, the marketplace does. We analyze the rents charged by comparable properties in your neighborhood and based on that analysis we will make you a recommendation. The final decision is yours.

Q. How do I get my property ready to be rented?

A. Renting property can be similar to selling property. It's important that all damage be repaired, the property cleaned, and made move-in ready. All landscaping should be placed in order, rugs cleaned and a coat of paint applied if necessary. The idea is to return the property to a crisp new appearance before it is shown and certainly before the pre move-in inspection. One of our agents would be happy to look at your property and give you suggestions on what should be done.

Q. Who pays for the advertising of my property?

A. We pay the cost of placing your property on the main internet websites. In addition, we pay for the labor and signs necessary to market and show your rental property. We also digitally photograph your place your property and list it on the Southern California Multiple Listing Service.

We can also place print advertisements, at your cost. The internet however has proven to be less expensive and more successful.

Q. Who Screens the tenants?

A. We methodically screen each application and present the results to you for your approval.

Q. Are there questions we can't ask in the screening process?

A. Yes. A landlord may not ask (either in writing or orally) about race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, disabilities or whether there will be persons under the age of 18 living in the rental unit. Landlords may not ask about immigration or citizenship status.

Landlords are allowed to ask about the level and source of income and the number of people who will be living in the unit.

Q. Does a Landlord have to give a reason to a tenant for refusing to rent to them?

A. A landlord generally doesn't have to give the prospective tenant a reason for refusing to rent to them unless

the decision is based partially or entirely on negative information obtained from either a credit reporting or tenant screening service. If such is the case the landlord must give the tenant a written notice stating all of the following:

- The decision was based partly or entirely on information in the credit report;
- The name, address, and telephone number of the credit reporting agency; and,
- A statement to the effect that the tenant has the right to obtain a free copy of the credit report from the credit reporting agency that prepared it and to dispute the accuracy or completeness of the information in the report.

Q. Who pays for the cost of screening prospective tenants?

A. We charge the applicant a screening fee to defray the cost of obtaining a credit report and checking personal references. The screening fee is not to be confused with a security deposit.

Q. What is a “holding deposit”?

A. A holding deposit is not the same thing as a security deposit. A holding deposit is a deposit to hold the rental unit for stated period of time until the tenant pays the first month’s rent and any security and any security deposit. During this period, the landlord agrees not to rent the unit to anyone else.

Q. What’s the difference between a periodic rental agreement and a lease agreement?

A. A periodic rental agreement states the length of time (number of days) between the rent payments while a lease states the total number of months that the lease will be in effect. A periodic rental agreement expires at the end of each payment period for which rent has been paid while a lease does not. The periodic rental agreement is automatically renewed (absent a cancellation by the landlord) each time a new payment is made.

Q. The unit I own has a shared utility meter. Do I have to disclose this to my tenant?

A. Yes. Landlord’s must disclose that utility meters are shared before the tenant signs a rental agreement or lease. Landlord’s must also have a written agreement with the tenant which establishes who will pay for the shared utilities. There is no specific law regulating how landlords bill tenants for utilities.

Q. Will you collect a security deposit for me? And if so, are there limits to the amount of security deposit I can charge?

A. Yes, we will collect a security deposit on your behalf. And, yes there are limits on the amount that a landlord can require. The total amount is can be no more than two months rent for unfurnished units and no more than three months rent for furnished units.

Q. I want to collect the security deposit in cash. Can I make that a requirement of renting?

A. A landlord can’t require that a security deposit be paid in cash, except under certain specific circumstances.

Q. Can I charge the first month’s rent in addition to a security deposit?

A. Yes.

Q. Can I keep the security deposit?

A. A security deposit cannot be nonrefundable. We will collect and hold the security deposit for you and when your tenant moves out we will make deductions on your behalf if any of the following occur.

- The tenant owes you rent.
- The tenant leaves the property less clean (beyond normal wear and tear) than when he moved in.
- The tenant has damaged the rental beyond normal wear and tear.
- The tenant fails to return or restore personal property (i.e. keys or furniture) other than because of normal

wear and tear.

We will then refund the remaining balance of the security deposit to the tenant. In all other events the tenant is entitled to a return of the entirety of the security deposit.

Q. Do you document the condition of my property before you rent it?

A. Yes. We use both digital photography, as well as Move-In and Move-Out inspections.

Q. Do you charge late fees and/or NSF fees and, if so, who gets to keep the fees?

A. The lease agreement provides for the payment of both late fees and NSF fees. Because we consider collected late fees to be part of the rent we subtract our management percentage and forward the remainder to you. Because the purpose of fees for NSF checks is to defray the costs of handling the bad checks we receive the NSF fee into our trust account and then remit them to ourselves to cover our time and bank charges.

Q. Can you show my property prospective tenants before the current tenant has left?

A. Yes. Landlord's or their agents can enter the leased property under certain circumstances, one of which is to show the property to prospective tenants. We are required however to give the tenant reasonable advance notice in writing and we can enter only during normal business hours.

Q. What if the tenant subleases my property and moves away?

A. Subleases, assignments or transfers must be first agreed to in writing by the landlord. A failure to get this prior written consent will void the lease at the landlord's option.

Q. Who pays for repairs or maintenance?

A. Damages caused by the tenant are paid for by the tenant. Maintenance and repairs for normal and reasonable wear and tear are paid by the owner. Ultimately it is the landlord's responsibility to maintain the property in a "habitable" (fit to live in) condition. Generally the landlord must also do maintenance work which is necessary to keep the property liveable. In addition the rental unit must "substantially comply" with building and housing code standards that materially affect the tenant's health and safety.

Q. What makes a rental unit uninhabitable?

A. A number of conditions have been recognized as causing a unit to be uninhabitable. These include, a lead hazard, a structural hazard, inadequate sanitation. A number of other conditions have been specifically recognized by the California legislature. At the same time there are a number of specific duties the tenant has to keep the unit livable. These include, among other things, using the premises and the rooms for their intended purposes. (e.g. don't use a bedroom for a kitchen).

Q. What if I decide to sell my property? Will you evict the tenant for me?

A. Not without good cause. The tenant's legal rights don't change just because you've sold the property and tenants who have a valid lease, have the right to remain through the end of the lease under the same terms and conditions.