

Greensboro Landlords Association

Meeting Minutes

May 14th, 2019

Opening:

The monthly meeting of the Greensboro Landlords Association was called to order at 6:30 on May 14th, 2019 at the Greensboro Regional Realtors Association by President, Dennis Frohlich.

Attendance:

29 Members were recorded by 3rd Party Vendor, Jennifer Dille with TESS, LLC.

General Announcements by Dennis Frohlich:

- Recognized our guests and new members and thanked everyone for coming out tonight!
- Our Summer Social is next month, June 11th, at PorterHouse Burger Co. We will have heavy appetizers and there will be a cash bar. Raffles will be done with our sponsors giving away valuable items. Bring a guest to join us for free!
- Like to announce a new venture with HomeVestors. We are encouraging members to come to their “Deal Maker Sessions” the first Tuesday of each month at the Airport Market from 6:30 – 9:00 pm. It is free to anyone. You will learn about properties for sale before they are listed anywhere else.
- Coffee Chats: Tuesday the 21st at Amoroso’s Bakery off Guilford College Rd from 4:15 – 5:00. Great discussions and yummy treats!
- Upcoming Meetings: August thru October are meetings with City Officials with October as our Follow-Up session with the Mayor on the New Housing Inspection Ordinance.
- Associate/Sponsors Time: If we have any Associate or Sponsor members who would like to stand up, please introduce yourself now. None, OK.
- Now before we get started, does anyone have any questions or announcements. Again, none then let’s get to our speaker.

Our panelist:

- **Bill Gifford with Martin & Gifford Real Estate Brokerage Attorneys in Winston-Salem.**

Bill: Thank you so much for inviting me to speak with you. I am going to cover several legal issues that landlords face. I have handed out items for us to review this evening. Please stop me if you have questions.

Essential Elements and Common Defenses in Summary Ejectment Actions

Breach of a lease condition

Plaintiff/LL must prove:

- landlord-tenant relationship
- lease contains a forfeiture clause
- T breached lease condition for which forfeiture is specified
- LL followed procedure set out in lease for declaring a forfeiture and terminating the lease.

Common defenses:

- failure to follow lease procedure¹
- T has not breached (often due to RRAA)
- waiver²

Failure to pay rent

Plaintiff/LL must prove:

- landlord-tenant relationship;
- terms of the lease related to obligation to pay rent
- LL demanded that tenant pay rent on certain date³
- LL waited at least 10 days after demand to file this action
- T has not yet paid the full amount due.

Common defenses:

- T does not owe rent (often due to RRAA)
- lease contains forfeiture clause⁴
- failure to make proper demand
- filing too soon after demand
- tender⁵

Holding over

Plaintiff/LL must prove:

- landlord-tenant relationship
- terms of lease related to duration and procedure for termination, if any
- LL has followed lease procedure or, if none, given statutory notice, to terminate⁶
- T has not vacated.

Most common defenses:

- waiver
- improper notice



Must I rent to a tenant who has an assistance animal considered to be dangerous by the landlord's insurance company?

QUESTION: I am processing a rental application on a property I manage from a veteran who says she has post-traumatic stress disorder. She says her pit bull provides emotional support that helps alleviate the symptoms of her disability. I know I can ask her for paperwork from a health-care professional confirming the existence of her disability and the need for an assistance animal. However, I have reason to believe that the landlord's liability insurance carrier may exclude coverage for personal injuries caused by certain breeds of dogs. Assuming this vet is otherwise qualified to rent the property, may I deny her application based on the fact that her assistance animal is a pit bull?

ANSWER: Possibly. This issue is addressed in a [HUD memorandum](#) issued in 2006 ("Memo") to assist HUD investigators in examining Fair Housing "reasonable accommodation" cases where a housing provider cites an insurance policy restriction in denying a request from a person with a disability to reside in a dwelling with an assistance animal that is of a breed of dog the landlord's insurance carrier considers dangerous.

The Fair Housing laws require a housing provider to provide a "reasonable accommodation" to persons with disabilities. An accommodation is unreasonable if it imposes an undue financial and administrative burden on a housing provider's operations. According to the Memo, "[i]f a housing provider's insurance carrier would cancel, substantially increase the costs of the insurance policy, or adversely change the policy terms because of the presence of a certain breed of dog or a certain animal, HUD will find that this imposes an undue financial and administrative burden on the housing provider."

However, the Memo contains two caveats: (1) "the investigator must substantiate the housing provider's claim regarding the potential loss or adverse change to the insurance coverage, by verifying such a claim with the insurance company directly," and (2) consider "whether comparable insurance, without the restriction, is available in the market." Thus, you should permit the prospective tenant to have a pit bull for an assistance animal unless you can confirm—in writing if at all possible—that doing so will affect the availability or cost of liability insurance under either your landlord's current policy or under a comparable policy from another carrier in the marketplace.

NOTE: for further information on the subject of assistance animals, see the Q&A titled "[Assistance Animals and the Fair Housing Laws](#)" that appeared in the 2013 3rd quarter issue of the PMD's *Property Management Quarterly*.

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North Carolina Real Estate Commission

REAL ESTATE BULLETIN

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Rulemaking Nears Completion for Rules To Be Effective July 1

The Commission adopted seven of the eight proposed rule changes at its March 16 meeting.

Proposed amendments to Rule 21 NCAC 58A .0116 relating to abandoned trust accounts were withdrawn from this rulemaking session for further consideration.

The seven adopted rule changes are subject to final approval at the Rules Review Commission (RRC) meeting on April 21. With the RRC's approval, which will be announced on the Commission's website, the seven adopted rule changes will be effective July 1.

The complete texts of the rules with changes are available on the Commission's website and are summarized below.

21 NCAC 58A .0103 – To amend the rule in Paragraph (a) to require brokers to update phone numbers and email addresses within 10 days of change and in Paragraph (b) to clarify the use of assumed names by business entities or sole proprietorships.

21 NCAC 58A .0108 – To amend
(See Rules, page 3)

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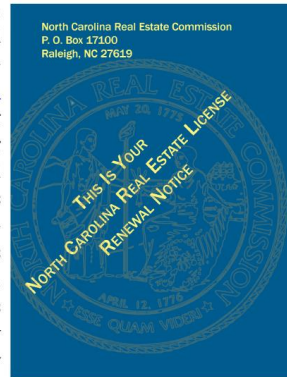
Renew Your Real Estate License Now; Online Renewal Required by Law

The annual period for renewal of your real estate license begins at midnight on May 15 and continues until June 30. The renewal fee is \$45.00. Per Commission Rule 58A.0503, you must renew online at www.ncrec.gov. If you fail to renew on or before June 30, your license will EXPIRE.

To renew online, login to your record on the Commission's website, www.ncrec.gov, on or after May 15. Your PIN (password) will be the last four digits of your Social Security number unless you have changed it. (A broker who does not have the ability to renew online may renew by calling the

Commission's office between 8:30 a.m. and 5:00 p.m., Monday through Friday (919/875-3700)).

You may pay by Visa, MasterCard, Discover, or PayPal account (new this year). A printable confirmation of renewal will appear on your screen when the pro-



NC Real Estate Broker
123 Any Street
Any Town, NC 27282

cess is completed.

While logged in, be sure to verify and update all contact information. The Real Estate License Law allows you to designate your email address in one of two ways: (1) PRIVATE, meaning it will be
(See **Renewals**, page 9)

NO DOGS ALLOWED: The FHAA, the ADA, and exceptions to no-pet policies.

By Eric A. Mine, Associate Legal Counsel II

Imagine you are a broker for a real estate firm managing a building of privately owned condominiums. One sunny afternoon, a woman comes into your office. Walking beside her on a leash is a small brown cat. The woman strolls up to your desk and asks if you have any units for rent. You tell her that there are some units for rent, but, nodding toward the cat, you mention that no units permit pets. The woman laughs and tells you Jasper, apparently the cat's name, is not a pet. She says that she has a condition that Jasper helps her with

and asks that you make an exception to the no-pet policy. But as far as you can tell, the woman doesn't have any apparent disabilities.

Are you required to make an exception for Jasper? Can you ask the woman to take Jasper out of the rental office? And what questions can you ask the woman to determine if you must do so?

There is no shortage of confusion when it comes to answering these questions. And much of that confusion is due to differences in the two main laws
(See **No-Pet Policies**, page 8)



“Assistance Animals” and the Fair Housing Laws

QUESTION: I have a prospective tenant who is interested in renting an apartment I manage. She qualifies to rent the apartment but there is one big catch. The landlord does not permit pets, but the tenant says she has a disability and claims that she has the right to keep a pet rabbit with her on the property. I have never dealt with this situation and I want to know if my landlord has to make an exception to his “no pets” policy.

ANSWER: The Federal Fair Housing Act and HUD regulations that prohibit discrimination because of disability require housing providers to make a “reasonable accommodation” for persons with disabilities to use “assistance animals” in housing. While dogs are the most common type of assistance animal, other animals can also be assistance animals.

QUESTION: Someone told me that I can require the prospective tenant to show me registration papers for the animal. Is that right?

ANSWER: The short answer is “no.” This is a bit confusing because of some differences between State law and Federal law in this area. It is true that under North Carolina law (NC General Statutes Section 168-4.2), a person with a disability who claims the need to be accompanied on leased premises by a “service animal” can be required to show a tag issued by the NC Department of Health and Human Services (DHHS) or show that the animal is being trained or has been trained as a service animal. G.S. 168-4.3 states that the DHHS shall adopt rules for the registration of service animals. However, the DHHS has never adopted any such rules.

On the other hand, the Federal Fair Housing Act does not require assistance animals to be individually trained or certified. Given the fact that no rules have been adopted under NC regarding the registration of “service animals,” and since Federal law likely “pre-empts” or “trumps” NC law if there is a conflict between the two, landlords probably would be required to follow the Federal law. Therefore, you probably cannot require the prospective tenant to show you registration papers for her pet rabbit since that is not required under Federal law.

QUESTION: Well, if they don’t have to show me any papers, is there anything I can do to make her prove to me that she has a disability and that she actually needs the animal to help her with her disability?

ANSWER: You may not deny the prospective tenant’s request simply because you are uncertain whether or not she has a disability or has a need for a pet rabbit. However, if the prospective tenant’s disability is not readily apparent or known to you, it is permissible for you to ask her to submit reliable documentation of her disability and her need for an assistance animal. If the disability is readily apparent or known but the need for the assistance animal is not, you may ask her to provide documentation of the disability-related need for an assistance animal. For

Dennis: OK, unless anybody else has anymore questions or comments, we are going to wrap up this meeting.

Closing:

Thanked Mr. Gifford for a great meeting.

Coffee Chat Tuesday the 21st

Remember the Summer Social is next month. Please bring anyone interested in learning more about our organization.

Thanks and have a great evening!

Meeting was adjourned at 7:30 by President, Dennis Frohlich.

Minutes submitted by: Jennifer Dille with TESS, LLC