

# THE ARKANSAS LANDLORD/TENANT HANDBOOK

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*This handbook has been prepared to aid both tenants and landlords to understand their responsibilities as well as rights. While a diligent attempt has been made to ensure the information is accurate, no guarantee of accuracy is provided and this handbook does not purport to cover all possible situations or problems. These materials are provided for educational purposes and should not be received as legal opinions for pending or future legal matters.*

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Please note that, throughout this handbook, the term owner refers to the owner, manager, landlord or person responsible for renting the property.

## YOUR RIGHTS AS A TENANT

In Arkansas, some cities and counties have enacted building and health codes. Structures that contain major violations of these codes are not safe or decent and you should not rent them. You also have *the right to call a health or housing inspector* if you think there is a code violation in the place you are renting.

When you rent a property, you are exchanging money for *the right to enjoy the property*. Your landlord or manager retains the right to enter the property at "reasonable times" to inspect it or make repairs except he may enter any time in case of an emergency which would endanger property or people. Absent an emergency, the landlord should notify you before entering the property and ask your permission.

When you pay cash for rent or for a security deposit, *you should request a written receipt for it*.

*When you rent, you are entitled to reasonable notice of any change in your rental agreement, whether written or oral. If you have a written lease for a specified period of time, the only changes should be ones you agreed to or ones permitted by the lease.*

## YOUR RESPONSIBILITIES AS A TENANT

You lose all of your rights as a tenant if you are legally evicted. You can be legally evicted when you do not live up to your responsibilities as a tenant. The agreement between landlord and tenant will control your responsibilities, but some common requirements are:

- Pay all of your rent on time. If you think the landlord is being unfair, or the rented property is in poor condition, discuss these matters with your landlord. Most disputes between a landlord and a tenant can be resolved if the rent has been paid.
- Take "good care" of the property you are renting. It is, after all, the landlord's property and you are paying for the use of it. When you move out of the property, it must be in the same condition as it was when you moved in, except for normal wear and tear.
- Let your landlord know when you are going to be out of town or away for a period of time. If possible, let them know how to contact you. If they notice you are gone, but haven't been informed ahead of time, they may think you have abandoned the property.
- Comply with local board of health rules and the landlord's rules and regulations for tenants.
- Keep the property clean.
- Inform the landlord, in writing, of needed repairs as soon as you discover that a repair is necessary.

- Be considerate of other tenants and neighbors. They have the same rights that you do.
- Abide by all the terms of your lease or rental agreement. For example, if the lease or rental agreement says "no pets," then you may not have pets.
- Except as permitted by law, you should not increase the number of occupants specified in the lease or rental agreement without the written permission of the owner.
- Give the landlord written notice before you move out. Normally, you should provide the landlord notice a number of days prior to moving out which is equal to the cycle that you pay rent, unless more time (which the law requires to be reasonable) is specified in your lease or rental agreement. For example, if you pay rent once a month, then provide notice to your landlord of an intention to move one month prior to the date you are moving.
- Take all precautions you deem necessary to insure the safety of persons and personal property in and around the property. Safety is not the responsibility of the landlord, and you should not expect the landlord to make repairs, or take precautions to make rented property (or areas around rented property) safe. You may wish to consider insurance for all personal property you place on the property.

## **Problem Housing**

If you have a problem with your rented property, notify the landlord immediately. If the landlord does not respond to your notice, contact the appropriate government agency to have the property inspected. Some Arkansas cities have established criminal nuisance abatement boards to address and remedy continuing public nuisances. These boards regularly field residents' complaints concerning gang activity, drugs, prostitution, health and safety violations, and other criminal mischief. Criminal nuisance abatement boards have broad authority to regulate public nuisances by ordering landlords to comply with state and local safety codes, ordering the eviction of tenants who are responsible for criminal conduct, or even closing all or part of the premises until the nuisance is abated. Landlords who violate an order of abatement can be fined up to \$250.00 per day. To avoid these penalties, landlords should periodically inspect their property and perform routine background checks on prospective tenants.

## **Paying Rent**

Payment of rent by check is preferred by most landlords and gives you an automatic receipt when the landlord cashes it. You can stop payment on a check if it gets lost in the mail. You can also write on the check which month the rent is for to avoid confusion.

**When you pay your rent by cash or money order, you should ask for a receipt.** If a money order is lost in the mail, it takes a long time to trace. In the meantime, your landlord will want the rent that is legitimately due. This can result in your having to make two rent payments or being evicted for non-payment of rent.

## Landlord's Lien

When you move into a property (commercial or residential) your landlord automatically may have a claim or lien on your personal property for unpaid rent. However, the landlord cannot forcibly enter your rented property and take your personal property. The landlord must first file a lawsuit and get a court order which orders an officer to take and hold some of your property until you pay what you owe, or, if you do not pay, sell your property at a public auction. In this event, you should obtain legal counsel (again, this handbook provides information concerning how to obtain free legal help if you cannot afford an attorney) to determine whether your property is exempt from sale by the Arkansas Constitution, or if you have a defense to the lawsuit.

## Eviction

Arkansas law provides two procedures for landlords to seek the eviction of tenants who do not pay rent, or who otherwise violate the terms of a lease or rental agreement. The first procedure is commonly referred to as the "unlawful detainer" procedure, with the second being commonly referred to as the "municipal court" procedure.

### The "Unlawful Detainer" Procedure

If a landlord feels that a tenant has violated the terms of a lease or rental agreement, either by failure to pay rent or otherwise, an unlawful detainer proceeding may be started. An unlawful detainer action is started by giving the tenant three days notice of the lease or rental agreement violation. During the three-day period, the tenant must either vacate the property, or risk being ultimately held by a circuit (or chancery) judge to have committed a legal violation known as an unlawful detainer. If the tenant vacates the property, usually no further legal action will take place. However, since the three-day notice requirement is very short, many tenants are unable or unwilling to vacate the property. If the tenant does not vacate the property, then the landlord may file a lawsuit against the tenant in either Circuit or Chancery Court seeking an eviction order (known as a writ of possession), plus a judgment for monies owed to the landlord by the tenant. If you are a tenant and are sued for eviction in either a Circuit or Chancery Court, you have only **five days** to file a written response to the complaint, starting the day after you receive the complaint and excluding weekends and legal holidays. Your written response must explain to the court why you should not be evicted. If you file a written response within five days after you have been served with the complaint, you will receive notice of a time and date upon which you will have the opportunity to appear before the judge to explain why you should not be evicted. **You should attempt to obtain legal counsel prior to filing a response to the complaint and attending the hearing.**

At the eviction hearing, tenants must present to the Court any evidence to prove that they should not be evicted. For example, if a tenant does not believe he or she has violated the provisions of the lease or the rental agreement, the tenant should be prepared to explain this to the Court. Personal circumstances are usually not a legal justification for depriving the landlord of rent that he is entitled to. The Court may be sympathetic to a tenant's personal circumstances, but may also be sympathetic to the mortgage and other financial obligations facing the landlord.

If a tenant fails to respond to the unlawful detainer complaint within the five-day period, or is unsuccessful at the hearing described above, the landlord will obtain an eviction order (again, called a writ of possession) which will be carried out by the sheriff for the county where the rented property is located, causing the tenant to be evicted.

Finally, the unlawful detainer method of eviction provides the landlord, if successful in obtaining the eviction order, with the opportunity to obtain a judgment against the tenant for any damages caused by the tenant's breach of the lease or rental agreement, perhaps in addition to court costs and attorney's fees. A judgment obtained by a landlord against a tenant can be registered in any state or county where the tenant moves to and can survive forever, if properly renewed by the landlord. While beyond the scope of this handbook, entry of a judgment and resultant attempts to collect judgment can be extremely harmful to a tenant and may include garnishments, denials of credit, etc.

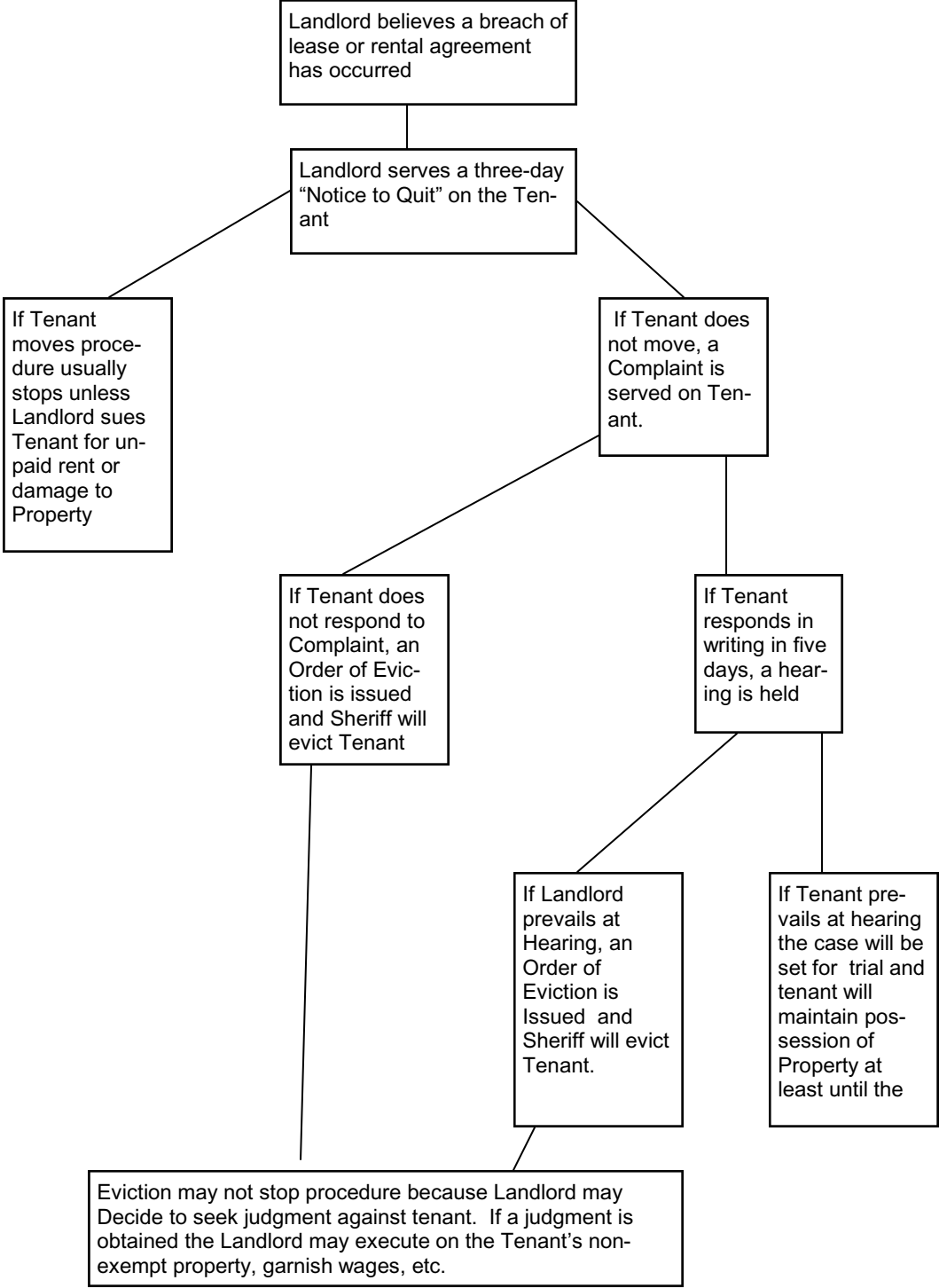
### **The "Municipal Court" Procedure**

The "Municipal Court" procedure of seeking eviction is simpler for both landlords and tenants than the unlawful detainer procedure of eviction. This procedure is available **only when (i) tenants refuse to pay the rent provided for in the lease or rental agreement; and (ii) refuse to vacate property *within ten days* after being notified to do so.** If a tenant refuses to pay required rent, the landlord may send to the tenant a written notice providing that, if the tenant does not pay the required rent, then the landlord will go to the legal authorities to report the occurrence of a misdemeanor. Of course, if the rent is paid, or the property vacated, then there will be no other consequence to the tenant under this procedure.

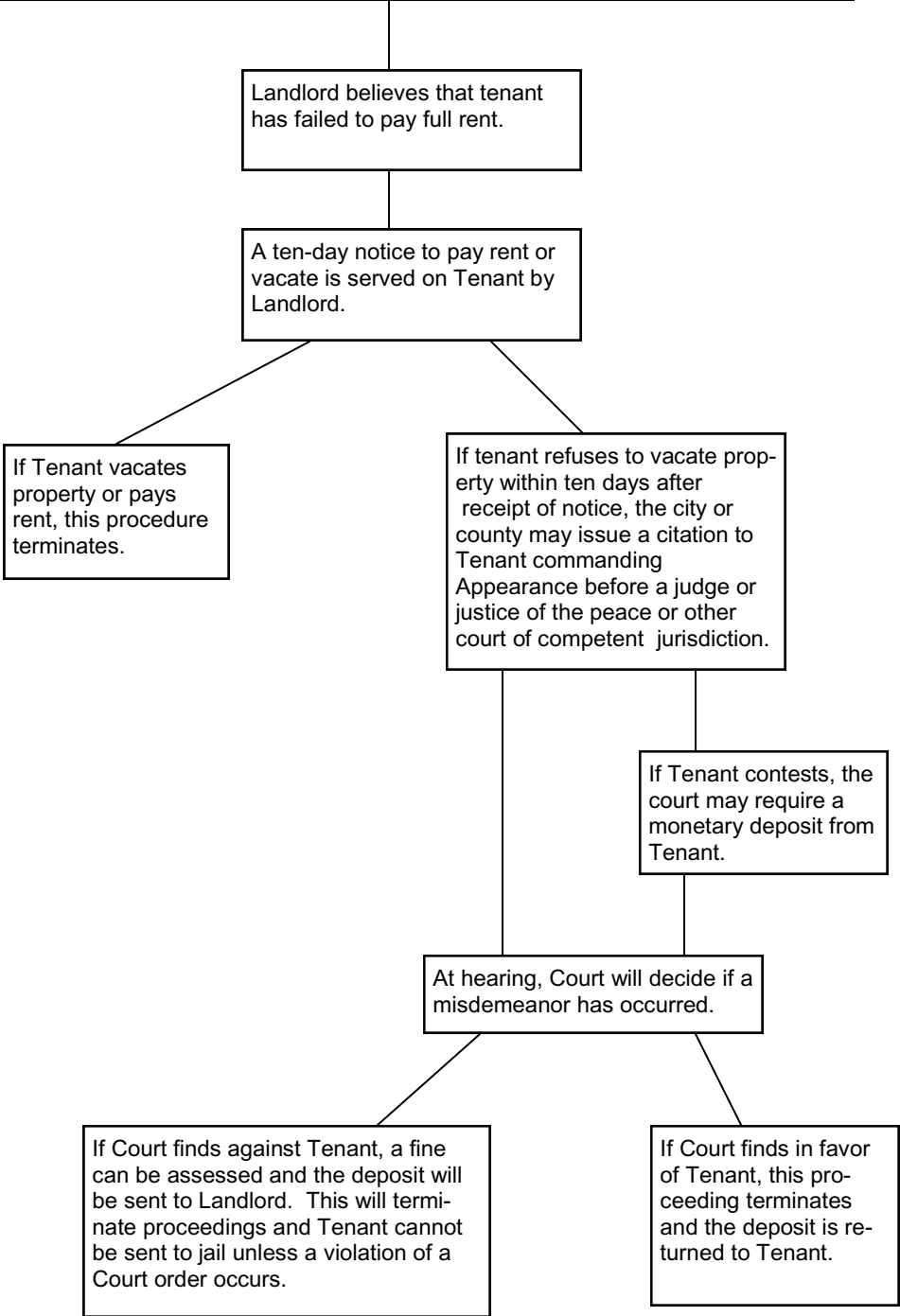
If the tenant (i) refuses to pay the agreed upon rent to the landlord, and (ii) refuses to vacate the property within ten days of being demanded to do so, then the tenant will face the issuance of a citation, similar to a traffic ticket, and a hearing before the Judge for the municipality wherein the property is located or the justice of the peace or other court of competent jurisdiction. If the tenant cannot convince the Judge that the rent was not required to be paid for any reason allowed by law (with the proof of such reasons being similar to that in an unlawful detainer proceeding) then the Judge can find the tenant guilty of a misdemeanor and fine the tenant \$25.00 per day for each day that the tenant refuses to vacate the property following the expiration of the ten-day notice period.

If the tenant chooses to contest a "Municipal Court" procedure, he or she shall be required to deposit into the registry of the court a sum equal to the amount of rent due on the property. The rental payments shall continue to be paid into the registry of the court during the pendency of the proceedings in accordance with the rental agreement between the landlord and the tenant, whether the agreement is written or oral. If the tenant is found not guilty of refusal to vacate upon notice, the rental payments shall be returned to the tenant. If the tenant is found guilty of refusal to vacate upon notice, the rental payment paid into the registry of the court shall be paid over to the landlord by the court clerk. Any tenant who pleads guilty, nolo contendere, or is found guilty of refusal to vacate upon notice, and has not paid the required rental payments into the registry of the court, shall be guilty of a Class B misdemeanor.

# THE UNLAWFUL DETAINER PROCEDURE



# THE MUNICIPAL COURT PROCEDURE





## **How You Can Be Told You Are Being Evicted**

The landlord can give you either the three-day notice provided in the unlawful detainer procedure, or the ten-day notice provided in the municipal court procedure, in one of four ways:

- 1) hand it to you or have someone hand it to you (the person does not have to be a sheriff or a policeman); or
- 2) send you a copy by registered or certified mail to the address of the rented property; or
- 3) leave a copy with someone of suitable age at the rented property AND mail a copy to your address (leaving the notice with a child is legal ONLY if the child is old enough to be responsible for giving you the notice); or,
- 4) post a copy on the rented property if you can't be located and no one responsible is home.

## **SECURITY DEPOSITS**

### **Security Deposit May be Required**

Usually, when either a residential or commercial tenant enters into a rental agreement or lease with a landlord, a security deposit is required to be given to the landlord. The security deposit provides assurance to the landlord that loss from a tenant who fails to pay rent, or from a tenant that does not properly maintain the rented property, will be lessened.

### **Potential Abuses**

Arkansas law protects tenants from potential abuse of the security deposit requirement by placing restrictions and limitations upon when a landlord can keep some or all of a security deposit, in addition to the procedure which must be followed if the landlord desires to retain all or part of such deposit.

### **Which Security Deposits Are Regulated**

In all instances where (1) the landlord, or any corporation, partnership or other entity formed for the purpose of owning rental property which is owned either partially or totally by the landlord, owns at least five dwelling units which are rented to members of the public, or (2) the rental property is managed by someone or some entity other than the landlord, regardless of the number of rental units owned by the landlord, then Arkansas law regulates the acceptance and retention of security deposits.

## **Maximum Security Deposit**

If either of the tests set forth in the prior section are satisfied, then a tenant in Arkansas may not be required to put up a security deposit in excess of an amount equal to two months rent.

## **Return of Security Deposit - Time Limit**

If the security deposit is regulated, within thirty days after the termination of a tenancy, all property or money given to the landlord has to be returned to the tenant. However, the security deposit may be applied to the payment of unpaid rent, and to any damages which the landlord has suffered by reason of the tenant's noncompliance with the lease or rental agreement but only to the extent the damages are itemized in a written notice delivered to the tenant, together with the remainder of the amount due, within thirty days after the tenancy is terminated.

## **Loss of Security Deposit - Notice**

The notice of intent to retain all or some of the security deposit discussed above must be mailed by first class mail to the last known address of the tenant. Therefore, tenants should always provide landlord's with a written statement of where they can be reached because, if the landlord is unable to find the tenant within 180 days after the required mailing, the security deposit becomes the property of the landlord.

## **Money Wrongfully Withheld**

Any landlord covered by the security deposit regulation may be liable to the tenant for an amount equal to twice the amount of money or value of property wrongfully withheld, plus court costs and attorney's fees incurred by the tenant in seeking return of the security deposit.

## **Criminal Nuisance Abatement**

Should your activities on a rented property cause a local nuisance abatement board to declare such activity for the property a nuisance, the result may be a default under your lease or rental agreement and you may be evicted.

## PROTECTING YOURSELF

To protect yourself when you rent, before you exchange any money for a property you think you like, inspect it. Look carefully and ask yourself:

- Is there enough hot water?
- Will you have control of the heat?
- Is heat and/or air conditioning available in each room?
- Are the drains clear? Do they work?
- Are there enough electrical outlets?
- Is adequate ventilation present?
- Are there screens on the windows?
- Do the windows and doors lock to your satisfaction?
- Are the hallways or surrounding grounds safe and sanitary?
- Are the sinks, bathtubs, toilets, and ceilings free of leaks?
- Is the property free of mice, rats, and roaches?
- Could you escape if the property caught fire?
- Are the lights in working order?
- Are pipes and wiring adequately covered and concealed?
- Is the paint in good shape? (Buildings constructed before 1978 may have been painted with lead paint which is poisonous to children if they eat it.)
- Do the toilets flush?

If you can answer "yes" to all questions above that are important to you, check with other renters or neighbors to find out if there are problems that you may not have noticed. If there are repairs that need to be made and the landlord is willing to make them, list each repair in writing and the date when each repair will be made. Ask the landlord to sign the agreement. Attach it to the rental agreement and keep a copy.

If the landlord agrees to let you make needed repairs and deduct the cost from your rent, put this agreement in writing and have the landlord sign it, attach it to the rental agreement, and keep a copy.

Whatever agreement you make with the landlord, you should go through the apartment and write down a list of all furnishings and the conditions of the furnishings, walls, carpets, appliances, bathroom fixtures, etc., before you move in. Have the landlord sign the list and make sure you both keep a copy of the signed document.

Before you give the landlord any money, ask for a written agreement. There are three kinds of leases or rental agreements: an oral agreement, a written rental agreement, and a lease. It may seem quick, easy and best to simply talk to your landlord, pay money and shake hands, but remember that things change and memories differ. A written, signed agreement can protect your rights. When you rent, always get and keep a signed copy of the agreement.

## Agreements

A written or oral rental agreement usually states that you are a tenant on a month-to-month or week-to-week basis. It does not insure that you will be able to maintain possession of the property for an extended period of time. A month-to-month or week-to-week rental agreement gives you freedom to move. Absent a longer specified period in a written rental agreement (which must be reasonable), you can give notice to the landlord or manager at the time you timely pay your rent, stating that you are moving on or before the day that the next rent payment is due. The landlord can give you a similar notice.

## Leases

A lease usually states that you will be a tenant for a definite period of time and the rent is set for the period of the lease. A lease may be for a term of months or years. A lease can make you stay in a property longer than you want to stay. If you move before your lease is up, you may be liable for the landlord's expenses in re-renting the property and for any rent which comes due before the landlord can obtain a new tenant. On the other hand, a lease can protect your right to stay in the property if the landlord wants you to move.

**READ IT, THEN SIGN IT**

Whether you sign a rental agreement or a lease, **Read It Before You Sign It**. Find out what it says. If you do not understand the agreement or lease, ask the landlord to provide a written explanation of confusing provisions and attach the explanation to the agreement or lease. If you **do not** understand the explanation, you should seek legal advice. If you do understand the lease or rental agreement but do not agree with what it says, **DON'T SIGN IT**. Tell the landlord what you do not like; negotiate to change what you do not like.

Before you sign, make sure the lease or rental agreement includes the following information:

- (1) Names, addresses, and phone numbers of all persons who are signing.
- (2) Location of the property you are going to rent.
- (3) Amount of rent which has been agreed upon.
- (4) Persons responsible for utility bills.
- (5) Extent of landlord's obligation to repair and maintain the property.
- (6) Statement that notices are to be given in writing and where to send them.
- (7) Description of the property before you rent and a list of furnishings, if any, that are there.
- (8) The amount of any security deposit you pay and the conditions under which the security deposit will be returned to you.

### **Abandonment**

Your landlord can assume you have abandoned your rented property if:

- the property is vacant for an extended period and you have not told the landlord you will be away; AND
- you do not pay your rent within a reasonable period after the day it is due, even if you have left behind your furniture and belongings.

Abandonment can also be assumed if:

- the property is vacant for an extended period and you have not told the landlord you will be away; AND
- you do not pay your rent the day it is due; AND
- you have moved your belongings out of the property.

### **If You Abandon**

If you have abandoned the property in violation of your rental agreement or lease, the landlord can retake the property and rent it to someone else. You are responsible for any costs the landlord has in re-renting the property, plus any rent which becomes due before the property is re-rented.

## **Landlord's Liens and Abandoned Property**

Under Arkansas law, upon the voluntary or involuntary termination of any commercial or residential lease or rental agreement, all property left in and about the rented property is considered abandoned and may be disposed of by the landlord as the landlord sees fit without the need to consult with the tenant or give notice to the tenant. Therefore, tenants should be careful to remove all personal property, particularly if it has value, prior to vacating rented property.

Commercial and residential tenants should also realize that all property placed on, about or in the rented property is subject to a lien in favor of the landlord for the payment of all sums agreed to be paid by the tenant. Limitations on the landlord's ability to take or sell the property exist under Arkansas law, as outlined elsewhere in this handbook.

### **ALTERNATIVES TO STANDARD RENTAL AGREEMENTS**

#### **Subsidized Housing**

There are two basic types of subsidized housing in Arkansas: (1) privately owned and operated subsidized housing; and (2) public housing operated by local housing authorities. Information regarding apartment availability, rental rates, and application procedures for rental in privately owned properties can be obtained from the resident manager of each of the apartment complexes. The local housing authority office can provide rental information regarding availability and procedures of public housing.

In determining the eligibility of an applicant, the gross income cannot exceed prescribed income limits for such housing in the community. In addition, the applicant must meet one of the following requirements:

- SECTION 8: (1) a family, (2) a single person, 62 years of age or over, or (3) a handicapped or disabled adult.
- SECTION 236: (1) a family, or (2) a single person.
- SECTION 202: Head of a household or spouse 62 years of age or over, a disabled or physically handicapped adult. Section 202 projects may admit some or all of the above individuals. Contact the manager to determine your eligibility.

Preferences are designated for Section 202 and Section 8 programs, and for those who meet any of the following criteria (eligibles will move ahead of non-preferences on waiting lists): (1) persons who are or will be involuntarily displaced; (2) living in substandard housing, including homeless shelters, or (3) paying 50% or more of gross annual income towards rent and utilities.

Rental rates for the above programs are approximately 30% of total household income from all sources with the exception of Section 236 which requires a minimum rental payment. Housing Authorities typically incorporate within their housing policies preference for persons residing in the local area (though there is no length of residency requirements). The need for subsidized housing creates waiting lists of six months or more, and in most cases, applications for subsidized housing may not be accepted if the waiting list is projected to be one year or more.

## **Cooperatives**

Cooperative (co-op) ownership of housing means ownership and control by the people who live there. Instead of being owned by a landlord, co-op housing is owned and controlled collectively by tenants. They take on the responsibility of doing what the landlord should do: maintaining the building, bookkeeping, paying bills, deciding who lives there, and collecting rent. Co-ops allow each member a vote in how the co-op will run day-to-day and require a high level of participation from each member to run well.

## **Local Policies**

People should learn how and by whom local policies for housing are set. You must learn about the local housing body: the planners, the city council, the local housing authority, building and health departments, and the mayor, all of whom make the major decision that control housing. People can and should provide input into policies that will determine the future of housing in their communities.

## **Fair Housing**

There are now both federal and state laws that prohibit discrimination in all aspects of housing--rental, sales, services, advertising, etc. It is illegal to treat people differently on the basis of race, color, religion, sex, national origin, handicap or family status. This means it may be illegal to have "adults only" apartments, condos or trailer parks, or to keep a family from renting or buying a home because they have children. If you believe you have been discriminated against, you should contact the Arkansas Fair Housing Commission, 101 East Capitol, Main Street Mall, Suite 114, Little Rock, Arkansas 72201, Telephone 501-682-3247, or seek legal advice (this handbook will provide information on legal aid for low-income tenants).

## **Homelessness**

There are a number of services available for people without housing, or who need to locate low-income, subsidized or public housing. Some of these are only available in certain parts of the state; others are statewide. To find out where help is available call the phone numbers listed below. Also, you may obtain a booklet entitled "Homeless Shelters in Arkansas" by writing or calling the Department of Human Services, Office of Community Services, 7th and Main, Donaghey Building South, 13th Floor, Little Rock, Arkansas (501) 682-8723. If you have access to a computer, you may obtain a copy of The Community Guide at [[www.araccess.org](http://www.araccess.org)].

## Governmental Housing Assistance

Help is available, including assistance with the following: legal services, shelter, temporary housing, emergency food, federal food programs, medical and dental services, financial aid, showers and laundry, substance abuse and detoxification services, child care programs, child abuse protection programs, Veterans' services, job services and training, adult education, clothing and identification cards.

### DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ARKANSAS STATE OFFICE LOW INCOME PUBLIC HOUSING AUTHORITIES

<u>PHA</u>	<u>ADDRESS-ZIP-PHONE</u>	<u># UNITS</u>	<u>EXECUTIVE DIRECTOR</u>
Alma <i>(Crawford County)</i>	#9 West Main Street, 72921 (479) 632-2043	92	(Mr.) Jackie Taylor
Amity <i>(Clark County)</i>	P.O. Box 6, 71921 (870) 342-5750	24	Nellie Thrash
Arkadelphia <i>(Clark County)</i>	670 South 6th, 71923 (870) 246-4632	100	Fred Hatley
Arkansas County	P.O. Box 163, Gillett, AR 72055 (870) 548-2755	16	Nancy Willett
Atkins <i>(Pope County)</i>	301 Avenue 5 NW, 72823 (479) 641-2268	26	Sue Bice
Augusta <i>(Woodruff County)</i>	100 Riverdale, 72006 (870) 347-5551	100	Rickie Swinney
Bald Knob <i>(White County)</i>	P.O. Box 1299, 72010 (501) 724-5930	40	Karen Lassiter
Batesville <i>(Independence County)</i>	1590 College, 72501-3563 (870) 793-9104	74	(Ms.) Pat Dunegan
Beebe <i>(White County)</i>	836 S. Apple, 72012 (501) 882-5151	40	Cecil M. Rose
Benton <i>(Saline County)</i>	1200 W. Pine, 72018 (501) 778-7302	117	Shirley Whitten
Blytheville <i>(Mississippi County)</i>	P.O. Box 387, 72316-0387 (870) 763-0704	373	Ray McGlothlan
Booneville <i>(Logan County)</i>	P.O. Box 476, 72927 (479) 675-2130	40	James D. Leslie
Brinkley <i>(Monroe County)</i>	P.O. Box 589, 72021 (870) 734-3165	196	Willard D. Hunt
Camden <i>(Ouachita County)</i>	P.O. Box 39, 71711 (870) 836-9309	540	James R. Coleman
Caraway <i>(Craighead County)</i>	P.O. Box 489, 72419 (870) 482-3736	50	Tammy Roberson
Carthage <i>(Dallas County)</i>	P.O. Box 3, 71725 (870) 254-2523	14	Ethel Halter
Clarendon <i>(Monroe County)</i>	P.O. Box 272, 72029 (870) 747-3366	88	Gary Neal, Sr.
Clarksville <i>(Johnson County)</i>	P.O. Box 407, 72830 (479) 754-3564	173	Metta Holman



Coal Hill (Johnson County)	P.O. Box 6, 72832 (479) 497-1666	20	Shirley Parker
Conway (Faulkner County)	335 South Mitchell, 72034 (501) 327-0156	142	Mary Boyd
Cotton Plant (Woodruff County)	P.O. Box 599, 72036 (870) 459-2531	50	Rhonda Williams
Crossett (Ashley County)	P.O. Box 488, 71635 (870) 364-5095	124	Pete Whittenback
Cushman (Independence County)	P.O. Box 398, Melbourne 72556 (870) 793-2015	12	Janice Wheelis
Dardanelle (Yell County)	402 South Fifth, 72834 (479) 229-3666	84	Rebecca Seay
Decatur (Benton County)	P.O. Box 237, 72722 (479) 752-3258	34	Jack Farmer
Dell (Mississippi County)	P.O. Box 32, 72426 (870) 564-2395	14	Mary Alice Perkins
Des Arc (Prairie County)	P.O. Box 309, 72040 (870) 256-4577	44	William L. Fetters
DeWitt (Arkansas County)	P.O. Box 447, 72042 (870) 946-2622	100	Nancy Willett
Dover (Pope County)	200 Davis St., 72837-0106 (479) 331-2670	20	Eddie Hogrefe
Dumas (Desha County)	P.O. Box 115, 71639 (870) 382-5457	100	Annette Holmes
Earle (Crittenden County)	531 Second Street, 72331 (870) 792-8733	68	Helen Stewart
England (Lonoke County)	102 Benafield Dr. , 72046 (501) 842-2591	121	Janis Campbell
Fayetteville (Washington County)	#1 North School Ave., 72701-59 (479) 521-3850	252	Freda Savin
Forrest City (St. Francis County)	P.O. Box 997, 72336 (870) 633-7929	450	Janet Duncan
Fort Smith (Sebastian County)	2100 North 31st Street, 72904-619 (479) 782-4991	450	Emil W. Ray
Gould (Lincoln County)	P.O. Box 697, 71643 (870) 263-4616	20	Carolyn A. Knight
Greenwood (Sebastian County)	319 West Cedar, Apt. 1, 72936 (479) 996-4661	36	James A. Burgess, III
Gurdon (Clark County)	P.O. Box 36, 71743 (870) 353-2507	32	Jerry Hilton
Heber Springs (Cleburne County)	P.O. Box 900, 72543 (501) 362-6108	70	Cindy Scully
Helena (Phillips County)	1000 Holly Street, 72342 (870) 338-3407	300	Lionell Moss
Hickory Ridge (Cross County)	P.O. Box 243, 72347 (870) 697-2202	16	Nila Roark
Hope (Hempstead County)	720 Texas Street, 71801 (870) 777-5742	190	Charleen Hale
Hot Springs (Garland County)	P.O. Box 1257, 71902 (501) 624-4404	375	Lanny K. Gorman

Howard County	P.O. Box 209 Nashville, 71852 (870) 845-1080	164	Bobby Keaster
Hoxie <i>(Lawrence County)</i>	P.O. Box 300, 72433 (870) 886-3145	20	Barbara White
Hughes <i>(St. Francis County)</i>	P.O. Box 178, 72348 (870) 339-2896	40	Annette Human
Imboden <i>(Lawrence County)</i>	P.O. Box 417, 72434 (870) 869-2731	40	Barbara White
Jacksonville <i>(Pulaski County)</i>	P.O. Box 734, 3600 Max Howell Dr., 72078 (501) 982-3088	100	Virginia L. Simmons
Jonesboro UR & HA <i>(Craighead County)</i>	330 Union Street, 72401 (870) 935-9800	152	Sharon Cole
Judsonia <i>(White County)</i>	1301 Wade St., 72081 (501) 729-4091	26	Maxine Bauer
Kensett <i>(White County)</i>	405 E. Wilbur Mills Ave., Box 23, 72082 (501) 742-3842	34	Ms. LaVerta Bishy
Lake City <i>(Craighead County)</i>	P.O. Box 69, 701 Carter St., 72437 (870) 237-8815	40	Leo Caldwell
Leachville <i>(Mississippi County)</i>	410 Fifth Street, 72438 (870) 539-2212	88	Betty Jo Eldried
Little River County	P.O. Box 445 Foreman, 71836-0445 (870) 542-6464	148	Mary Crutchfield
Little Rock <i>(Pulaski County)</i>	1000 Wolfe Street, 72202 (501) 340-4821 (Adm. Office)	1,693	Shelly Ehenger, Acting Director
Lonoke County	P.O. Box 74, 617 N. Greenlaw Carlisle, 72024 (870) 552-3554	122	Jan Drye
Luxora <i>(Mississippi County)</i>	P.O. Box 70, 72358 (870) 658-2270	60	Carolyn Childress
Magnolia <i>(Columbia County)</i>	P.O. Box 488, 100 Meadowbrook Lane, 71754 (870) 234-5540	180	Richard A. Wyse
Malvern <i>(Hot Spring County)</i>	100 Gloster St., 72104 (501) 332-3652	169	Rickey Poynor
Mammoth Spring <i>(Fulton County)</i>	145 North 14 <sup>th</sup> St., Apt. 23 72554 870-625-3911	22	Ms. Hasseline Goetting
Manila <i>(Mississippi County)</i>	P.O. Box 590, 72442 (870) 561-3412	90	Juanita Blevins
Marianna <i>(Lee County)</i>	P.O. Box 756, 72360 (870) 295-2691	250	Peggy B. Wooten
Marmaduke <i>(Greene County)</i>	957 Lillian Blvd., 72443 (870) 597-4352	66	Rodney Hampton
McCrary <i>(Woodruff County)</i>	P.O. Box 468, 72101 (870) 731-2616	36	Rosemary Collins
McGehee <i>(Desha County)</i>	P.O. Box 725, 71654	58	William R. Gober

	(870) 222-3732		
McRae (White County)	P.O. Box 203, 72102 (501) 726-3652	16	Lela Tidwell
Melbourne (Izard County)	P.O. Box 398, 72556 (870) 368-4374	46	Janice Wheelis
Monette (Craighead County)	P.O. Drawer 387, 72447 429 S. Williams St. (870) 486-5487	48	Barbara Payne Suber
Morrilton (Conway County)	P.O. Box 229, 72110 (501) 354-2330	206	Richard T. Upton
Mount Ida (Montgomery County)	No. 19 Graham Ct., 71957 (870) 867-2332	26	Jane Stokley
Newark (Independence County)	530 Akron Circle, 72562 (870) 799-3339	26	Odus Fulmer
Newport (Jackson County)	P.O. Box 627, 72112 (870) 523-2195	270	Barry Pippenger
North Little Rock (Pulaski County)	P.O. Box 516, 72115 (501) 758-8911 (Adm. Office)	1,070	Jim Redman
Northwest Regional (Boone/Carroll Counties)	P.O. Box 2568 Harrison, 72602 (870) 741-5405	58	Hershel Sullivan
Ola (Yell County)	P.O. Box 277, 72853 (479) 489-5432	122	Charlene Harrison
Osceola (Mississippi County)	P.O. Box 585, 72370 (870) 563-6662	370	Carolyn Childress
Ozark (Franklin County)	C/o Van Buren PHA 1701 Chestnut St., 72956 (501) 474-6901	40	Michael E. Hawkins
Paragould (Greene County)	P.O. Box 137, 72450 (870) 239-8084	187	David P. Large
Paris (Logan County)	109 North Logan Drive, 72855-2121 (479) 963-2130	56	Janet Bedene
Parkin (Cross County)	P.O. Box 324, 72373 (870) 755-5646	60	Johanna Jennings
Pike County	P.O. Box 241 Murfreesboro, 71958 (870) 285-2412	28	E.W. Kirkley
Pine Bluff (Jefferson County)	P.O. Box 8872, 71611-8872 (870) 536-2074	287	Jeannie Epperson
Pocahontas (Randolph County)	1320 Dalton Street, 72455 (870) 892-9278	145	Bob Ignico
Poinsett County	1104 Elm Street Marked Tree, 72365 (870) 358-2990	344	Evalene Tarlton
Polk County	509 South Morrow Mena, 71953-2520 (479) 394-1565	66	Penny Terrell
Prescott (Nevada County)	P.O. Box 119, 72857-0199 (870) 887-3718	103	Elaine King

Rector (Clay County)	P.O. Box 283 137 North Stewart Street, 72461 (870) 595-2182	80	Michele Haley
Rison (Cleveland County)	P.O. Box 443, 71665 (870) 325-7420	34	Virginia Drye
Russellville (Pope County)	P.O. Box 825, 72811 (479) 968-5440	182	Garry Lee
Salem (Fulton County)	282 Circle Drive, 72576 (870) 895-3098	50	Rhonda Koeling
Searcy (White County)	501 South Fir St., 72143 (501) 268-8547	150	Linda Wiseman
Sevier County	P.O. Box 807 DeQueen, 71832 (870) 642-2960	111	Ira McDaniel
Sparkman (Dallas County)	P.O. Box 36, 71763 (870) 678-2518	18	Barbara A. Daunius
Springdale (Washington County)	P.O. Box 2085, 72764 #5 Applegate Dr. (479) 751-0560	197	Mary Williams
Star City (Lincoln County)	P.O. Box 569, 71667 (870) 628-4500	56	(Ms.) Robbie M. Hoyt
Stephens (Ouachita County)	P.O. Box 37, 71764 (870) 786-5263	52	Jeannie Riley
Texarkana (Miller County)	110 Bramble Courts, 71854 (870) 773-7691	400	W. A.(Dub) Wingfield
Trumann (Poinsett County)	P.O. Box 455, 72472 (870) 483-5223	362	Gary Wilkins
Van Buren (Crawford County)	1701 Chestnut St., 72956 (479) 474-6901	202	Michael Hawkins
Waldron (Scott County)	P.O. Box 39, 72958 (479) 637-3864	92	Fred Copeland
Warren (Bradley County)	801 West Central, 71671 (870) 226-2600	171	William M. Jolley
West Helena (Phillips County)	P.O. Box 2667, 72390 115 North Third St. (870) 572-6702	250	Betty L.Holt
West Memphis (Crittenden County)	2820 Harrison Street, 72301-6099 (870) 735-3520	393	Timothy J. White
White River Regional(Calico Rock, IZard County, Mountain View, Stone County, Russell, White County, Swifton, Jackson County)	P.O. Box 650, Melbourne, 72556 (870) 368-5200	86	Dennis Wiles
Wilson (Mississippi County)	P.O. Box 235, 72395 (870) 655-8620	68	Etta Davison
Wynne (Cross County)	P.O. Box 552, 72396 (870) 238-3842	50	Sharron Weaver
Yellville (Marion County)	P.O. Box 426, Old Main Street, 72687 (870) 449-4120	24	Rachel Dalton

**DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
LITTLE ROCK OFFICE  
SECTION 8 MAILING LIST**

<u>PHA</u>	<u>ADDRESS</u>	<u>COUNTY</u>
Arkadelphia Housing Authority	Fred Hatley Executive Director 670 South 6th Arkadelphia, AR 71923 Phone: (870) 246-4632	Clark
Ashley County Housing Authority	Debbie Grubb Executive Director P.O. Box 493 Hamburg, AR 71646 Phone: (870) 853-2587	Ashley
Benton Housing Authority	Shirley Whitten Director 1200 W. Pine Benton, AR 72018 Phone: (501) 778-7302	Saline
Bentonville Housing Authority	Brenda Anderson Executive Director 808 North Main Street Bentonville, AR 72712 Phone: (479) 273-1215	Benton
Blytheville Housing Authority	Ray McGlothlan Executive Director P.O. Box 387 Blytheville, AR 72316 Phone: (870) 763-0704	Mississippi
Bradley Housing Authority	Anita Colvin Board Chairperson P.O. Box 796 Bradley, AR 71826 Phone: (870) 894-3402	Lafayette
Brinkley Housing Authority	Willard D. Hunt Executive Director Box 589 Brinkley, AR 72021 Phone: (870) 734-3165	Monroe
Cabot Public Housing Agency	Alan Turnbo, Executive Director P.O. Box 610 Cabot, AR 72023 Phone: (501) 843-6131	Lonoke
Calhoun County Public Housing Agency	David Sneed Executive Director Area Agency on Aging of Southwest Arkansas, Inc. P.O. Box 1863 Magnolia, AR 71754 Phone: (870) 234-7410 Project Office/870)798-2852	Calhoun

Camden Housing Authority	James R. Coleman Executive Director P.O. Box 39 Camden, AR 71711 Phone: (870) 836-9309	Ouachita
Clarendon Housing Authority	Gary E. Neal, Sr. Executive Director P.O. Box 272 Clarendon, AR 72029 Phone: (870) 747-3366	Monroe
Clay County Public Housing Agency	Bea Rasmussen, Executive Director 160 East Main Street Piggott, AR 72454 Phone: (870) 598-2631	Clay
Conway County Housing Authority	Richard T. Upton Executive Director P.O. Box 229 Morrilton, AR 72110 Phone: (501) 354-2330	Conway
Conway Housing Authority	Mary Boyd Executive Director 335 South Mitchell Conway, AR 72032 Phone: (501) 327-0156	Faulkner
Crawford County Public Facilities Board	Manford Burris Executive Director 11-A Pointer Trail West Van Buren, AR 72956 Phone: (479) 474-0512	Crawford
Dallas County Public Housing Agency	David Sneed Executive Director, Area Agency on Aging of Southwest Arkansas, Inc. Box 1863, 600 Columbia II East, Magnolia, AR 71754 Phone: (870) 234-7410 Project Office(870)352-3041	Dallas
Dermott Housing Authority	James Tyler Board Chairperson P.O. Box 371 Dermott, AR 71638 Phone: (870) 538-9671	Chicot
Desha County Residential Housing Facilities Board	Kenny Gober Executive Director P.O. Box 725 McGehee, AR 71654 Phone: (870) 222-3732	Desha
DeValls Bluff Housing Authority	Joyce Williams Executive Director Route 1, Box 10 DeValls, Bluff, AR 72041 Phone: (870) 998-2812	Prairie

DeWitt Housing Authority	Nancy Willett Executive Director P.O. Box 447 DeWitt, AR 72042 Phone: (870) 946-2622	Arkansas
Drew County Public Facilities Board	Kathryn Collier Executive Director 444 Highway 425 North Room 28 Monticello, AR 71655 Phone: (870) 367-3973	Drew
Earle Section 8 Housing Authority	Mr. Timothy White Executive Director C/o West Memphis PHA 2820 Harrison Street West Memphis, AR 72301 Phone: (870) 735-3520	Crittenden
Fayetteville Housing Authority	Fredia Sawin Executive Director #1 North School Avenue Fayetteville, AR 72701 Phone: (479) 521-3850	Washington
Fort Smith Housing Authority	Mr. Emil Ray Executive Director 2100 North 31st Street Fort Smith, AR 72904-6199 Phone: (479) 782-4991	Sebastian
Franklin County Public Housing Agency	Pat Atkinson Executive Director/Contract Administrator of Universal HDC P.O. Box 846 Russellville, AR 72801 Phone: (479) 968-5001	Franklin
Greene County Housing Authority	Wilma Lovell, Housing Coordinator 320 North 2nd Street Ozark, AR 72949 Phone: (479) 667-4705 David P. Lange Executive Director P.O. Box 137 Paragould, AR 72450 Phone: (870) 239-8084	Greene
Harrison Public Housing Agency	Lois "Polly" Rowe Executive Director P.O. Box 1715 Harrison, AR 72602 Phone: (870) 741-8673	Boone
Holly Grove Housing Authority	Lafayette Smith, Chairperson, Board of Commissions City Hall, P.O. Box 430 Holly Grove, AR 72069 Phone: (870) 462-3422	Monroe

Hope Housing Authority	Charleen Hale Executive Director 720 Texas Street Hope, AR 71801 Phone: (870) 777-5742	Hempstead
Hot Springs Housing Authority	Lanny K. Gorman Executive Director P.O. Box 1257 Hot Springs, AR 71902 Phone: (501) 624-4404/4420	Garland
Howard County Public Housing Agency	David Sneed Executive Director Area Agency on Aging of Southwest Arkansas, Inc. P. O.Box 1863, 600 Columbia II East, Magnolia, AR 71754-1863 Phone: (870) 234-7410 Project Office(870)845-4223 (Local address: 206 Howard St., Box 239, Nashville, AR 71852)	Howard
Hoxie Public Housing Agency	Kay Kellim Executive Director Box 225 Walnut Ridge, AR 72476 Phone: (870) 886-7816	Lawrence
Jacksonville Housing Authority	Virginia L. Simmons Executive Director P.O. Box 734 Jacksonville, AR 72078 Phone: (501) 982-2267	Pulaski
Johnson County Public Housing Agency	Aletha Duff Housing Coordinator P.O. Box 353 Clarksville, AR 72830 Phone: (479) 754-7565	Johnson
Jonesboro Urban Renewal & Housing Authority	Sharon Cole Executive Director 330 Union Street Jonesboro, AR 72401 Phone: (870) 935-9800	Craighead
Lafayette County Public Housing Agency	David Sneed Executive Director Area Agency on Aging of Southwest Arkansas, Inc. Box 1863, 600 Columbia II East, Magnolia, AR 71754-1863 Phone: (870) 234-7410 Project phone: 870-921-4405 (Local office: Highway 29N., DHS Bldg., Lewisville, AR 71845)	Lafayette



Lake Village Housing Authority	Sharon Donathan Executive Director P.O. Box 786 Lake Village, AR 71653 Phone: (870) 265-3851	Chicot
Lawrence County Public Housing Agency	Kay Kellim Executive Director P.O. Box 225 Walnut Ridge, AR 72476 Phone: (870) 886-7816	Lawrence
Lee County Housing Authority	Susan Mauldin Executive Director 100 West Main Marianna, AR 72360 Phone: (870) 295-5063	Lee
Little River County Housing Authority	Mary Crutchfield Executive Director P.O. Box 445 Foreman, AR 71836 Phone: (870) 542-6464	Little River
Little Rock Housing Authority	Shelly Ehenger, Acting Executive Director 1000 Wolfe Street Little Rock, AR 72202 Phone: (501) 340-4700 Adm. Office: 501-340-4821	Pulaski
Logan County Housing Authority	Ms. Troyce Robinson Executive Director Logan County Courthouse 366 North Broadway Booneville, AR 72927 Phone: (479) 675-3744	Logan
Lonoke County Housing Authority	Jan Drye Executive Director P.O. Box 74, 617 N. Greenlaw Carlisle, AR 72024 Phone: (870) 552-3554	Lonoke
City of Magnolia Section 8 Program	David Sneed Executive Director Area Agency on Aging of Southwest Arkansas, Inc. P.O. Box 1863, 600 Columbia II East, Magnolia, AR 71754 Phone: (870) 234-7410	Columbia
Malvern Housing Authority	Rickey Poynor Executive Director 100 Gloster, Malvern, AR 72104 Phone: (501) 332-3652	Hot Spring
McGehee Public Residential Housing Facilities Board	William K. Gober Executive Director P.O. Box 725 McGehee, AR 71654 Phone: (870) 222-3732	Desha

Mississippi County Public Facilities Board	David E. Hamilton Executive Director 810 West Keiser Osceola, AR 72370 Phone: (870) 563-2660	Mississippi
North Little Rock Housing Authority	Jim Redman Executive Director P.O. Box 516 North Little Rock, AR 72115 Phone: (501) 758-9579 Adm. Office: 501-758-8911	Pulaski
Northwest Regional Housing Authority	Hershel Sullivan Executive Director P.O. Box 2568 Harrison, AR 72602 Phone: (870) 741-5405	Baxter Boone Carroll Madison Marion Newton Searcy (City of Cotter)
Paragould Housing Authority	David P. Lange Executive Director 612 E. Canal St. Paragould, AR 72450 Phone: (870) 239-8084	Greene
Phillips County Public Housing Agency	Houston Stackhouse, Jr. Executive Director P.O. Box 595 516 Cherry Street Helena, AR 72342 Phone: (870) 338-3476	Phillips
Pike County Housing Authority	E. W. Kirkley Executive Director P.O. Box 241 Murfreesboro, AR 71958 Phone: (870) 285-2412	Pike
Pine Bluff Housing Authority	Jeannine Epperson Executive Director P.O. Box 8872 Pine Bluff, AR 71611 Phone: (870) 541-0706	Jefferson
Pocahontas Public Housing Agency	Jim Jansen Executive Director 1403 Hospital Drive Pocahontas, AR 72455 Phone: (870) 892-4547	Randolph
Poinsett County Housing Agency	Gary Wilkins Executive Director P.O. Box 455 Trumann, AR 72472 Phone: (870) 483-5223	Poinsett

Polk County Housing Authority	Penny Terrell Executive Director 509 South Morrow Mena, AR 71953-2520 Phone: (479) 394-1565	Polk
Pope County Public Facilities Board	Ms. Pat Atkinson Interim Executive Director Universal Housing and Development Corp. P.O. Box 846 Russellville, AR 72801 Phone: (479) 968-5001	Pope
	Judy Bengé Housing Coordinator (see Universal HDC address and phone above)	
Prescott Housing Authority	Elaine King Executive Director P.O. Box 119 Prescott, AR 71857 Phone: (870) 887-3718	Nevada
Pulaski County Housing Agency	Ms. L. Paige Grafton Director, Community Services 201 South Broadway Little Rock, AR 72201 Phone: (501) 340-8230	Pulaski
Russellville Housing Authority	Garry Lee Executive Director P.O. Box 825 Russellville, AR 72811 Phone: (479) 968-5440	Pope
Scott County Public Housing Agency	Vanessa Burden Executive Director 190 West First, Box 3 Waldron, AR 72958 Phone: (479) 637-2341	Scott
Searcy Housing Authority	Linda Wiseman Executive Director 501 South Fir Street Searcy, AR 72143 Phone: (501) 268-9250	White
Sevier County Public Housing Agency	David Sneed Executive Director Area Agency on Aging of Southwest Arkansas, Inc. P.O. Box 1863, 600 Columbia II East, Magnolia, AR 71754 Phone: (870) 234-7410 (Local address & phone: P.O. Box 521 Third and Heynecker DeQueen, AR 71832 870-584-4743)	Sevier

Siloam Springs Housing Authority	Judy Hobbs Executive Director P.O. Box 280 Siloam Springs, AR 72761 Phone: (479) 524-8117	Benton
Springdale Housing Authority	Mary Williams Executive Director P.O. Box 2085, No. 5 Applegate Dr., Springdale, AR 72764 Phone: (479) 751-0560	Washington
St. Francis County Housing Authority	Gary Chapman Executive Director P.O. Box 310 Forrest City, AR 72336 Phone: (870) 633-2781	St. Francis
Star City Housing Authority	Ms. Robbie M. Hoyt Executive Director P.O. Box 569 Star City, AR 71667 Phone: (870) 628-4500	Lincoln
Stuttgart Housing Authority	James L. Thompson Executive Director P.O. Box 569 Stuttgart, AR 72160 Phone: (870) 673-3701	Arkansas
Texarkana Housing Authority	W. A. (Dub) Wingfield Executive Director 110 Bramble Courts Texarkana, AR 71854 Phone: (870) 773-7691	Miller
Trumann Housing Authority	Gary Wilkins Executive Director P.O. Box 455 Trumann, AR 72472 Phone: (870) 483-5223	Poinsett
Union County Public Housing Agency	David Sneed Executive Director Area Agency on Aging of Southwest Arkansas, Inc. P.O. Box 1863, 600 Columbia II East, Magnolia, AR 71754 Phone: (870) 234-7410 Project Office(870)863-8562 (Local Address: P.O. Box 1512, 217 S. Jefferson, El Dorado, AR 71730	Union
Walnut Ridge Public Housing Agency	Kay Kellim Executive Director P.O. Box 225 Walnut Ridge, AR 72476 Phone: (870) 886-7816	Lawrence

Warren Housing Authority	William M. Jolley Executive Director 801 West Central Warren, AR 71671 Phone: (870) 226-2600	Bradley
West Memphis Housing Authority	Timothy J. White Executive Director 2820 Harrison Street West Memphis, AR 72301 Phone: (870) 735-3520	Crittenden
White River Regional Housing Authority	Dennis Wiles Executive Director P.O. Box 650 Melbourne, AR 72556 Phone: (870) 368-5200	Cleburne Fulton Independence Izard Jackson Sharp Stone Van Buren White Woodruff
Wilson Housing Authority	Etta Davison Executive Director P.O. Box 235 Wilson, AR 72395 Phone: (870) 655-8620	Mississippi
Wynne Housing Authority	Sharron Weaver Executive Director P.O. Box 552 Wynne, AR 72396 Phone: (870) 238-7671	Cross
Yell County Public Facilities Board	Ms. Pat Atkinson, Interim Executive Director Universal HDC P.O. Box 846 Russellville, AR 72801 Phone: (479) 968-5001  Donna Mullen, Housing Coordinator P.O. Box 438 Dardanella, AR 72834 Phone: (479) 229-5112	Yell

**ARKANSAS OFFICES OF  
USDA RURAL DEVELOPMENT  
STATE OFFICES**

<u>PERSONNEL</u>	<u>ADDRESS</u>	<u>SERVICE AREA</u>
<b>AREA 1</b>		
<b>Thomas W. Tougaw, Area Director</b> Jerry Honey, Specialist Jackie Davis, Specialist Johnny James, Specialist Vickie Welch, Technician Jennifer Harness, Technician Carolyn Woehl, Assistant	Rural Development Federal Building, Room 219 402 North Walnut St. Harrison, AR 72601 Phone(870)741-8600 Ex.5 Fax: (870) 741-2865	
<b>Mark S. Tanner, RD Manager</b> Helen Roberson, Specialist Helen Nadine Tucker, Technician Mary Flynn, Technician Gail Kellogg, Assistant	1401 N.E. McClain Rd., Suite 5 Bentonville, AR 72712 Phone (479) 273-2622 Fax (479) 273-3721	Benton, Washington, and Madison Counties
<b>William M. Rowland, RD Manager</b> Linda Cantrell Specialist Patricia Keller, Technician	Federal Building, Room 130 401 N. Walnut Harrison, AR 72601 Phone (870) 741-8600 Fax (870) 741-2613	Boone, Newton, Searcy, Marion and Carroll Counties
<b>Randall L. Tyler, RD Manager</b> Charlotte Yancey, Specialist Sandra Butler, Technician	114 West Court P.O. Box 540 Melbourne, AR 72556 Phone (870) 368-4413 Fax (870) 368-5505	Izard, Baxter, Fulton and Stone Counties
<b>AREA 2</b>		
<b>Jeffrey Spencer, Area Director</b> William Holland, Specialist Diane Newberry, Specialist Lynda Garver, Technician Patricia Williams, Assistant Vonette Templeton, Assistant	Foxwood Square 1306 Stone Street P.O. Box 1885 Jonesboro, AR 72401 Phone: (870) 972-4720 Fax: (870) 972-4762	
Ricky Carter, Area Specialist Gregory Kemper, Area Specialist Linda Wilson, Area Technician	Area 2 Sub Office Federal Building, Room 236 490 E. College St., 226-A Batesville, AR 72501 Phone (870) 793-4161 Fax (870) 793-3175	
<b>Bryan Exum, RD Manager</b>		Craighead,

Raymon Covey, Specialist  
Rebecca Brann, Technician  
Kimberly Henson, Technician

Mississippi, and  
Poinsett  
Counties

**Linda Cooper, RD Manager**  
Sherry Stevens, Specialist  
Tammy Moser, Specialist  
Melissa Kemp, Technician  
Dianna Satterwhite, Technician

Federal Building, Room 215  
615 South Main  
P.O. Box 1600  
Jonesboro, AR 72403-1600  
Phone (870)972-4671  
Fax (870) 972-9745

Independence,  
Cleburne,  
Jackson, and  
Sharp  
Counties

**Steven G. Franks, RD Manager**  
Danny Rodgers, Specialist  
Pamela Mullen, Technician  
Lynda J. Verkler, Technician

Federal Building, Room 226-A  
490 E. College St.  
Batesville, AR 72501  
Phone (870) 793-4164  
Fax (870) 793-3175

Lawrence, Clay,  
Greene, and  
Randolph  
Counties

**AREA 3**

Conservation District Building  
1110 West Main  
Walnut Ridge, AR 72476  
Phone (870) 886-7791  
Fax (870) 886-7552

**Frank Haynes, Area Director**  
Inez Brown, Specialist  
L. Dian Lawson, Specialist  
Lynn Houston, Specialist  
Stephen LaGasse, Specialist  
Jonna Jones, Specialist  
Betty Jordan, Technician  
Tammy Oliver, Assistant

Causey Building  
107 West Cook Street  
Forrest City, AR 72335  
Phone (870) 633-3055  
Fax: (870) 633-6391

**Robbie Green, RD Manager**  
Elizabeth Cox, Specialist  
Carmen Williams, (Temp) Assistant

605 Madison  
Clarendon, AR 72029  
Phone (870) 747-3614  
Fax (870) 747-3617

Monroe,  
Arkansas, Phillips,  
and Prairie  
Counties

**George Turner, RD Manager**  
Claudette DeBois, Specialist  
Cathy Harris, Specialist  
Ola Woods, Technician  
Flora Pruitt, Technician

107 W. Cook  
Forrest City, AR 72335  
Phone (870) 633-3055  
Fax (870) 630-0241

St. Francis,  
Crittenden, Lee  
and Cross  
Counties

**Ronnie Moore, RD Manager**  
John Harris, Specialist  
Anna Pilkington, Specialist  
Laura Billingsley, Technician  
Sandra Trahin, Technician

505-B South Elm St.  
Searcy, AR 72143-6698  
Phone (501) 268-5866  
Fax (501)268-7153

White, Lonoke,  
Pulaski and  
Woodruff  
Counties

**AREA 4**

**Richard D. Hall, Area Director**

Mable Gibbs, Specialist  
Cheryl Ivy, Specialist  
Mark Pace, Specialist  
Peggy Johnson, Technician  
Debra Robbins, Technician  
Debra Weatherspoon, Assistant

419 West Gaines  
Monticello, AR 721655  
Phone (870) 367-8400  
Fax (870) 367-9186

**Bill Patrick, RD Manager**

Sherry A. White, Specialist  
LouAnn Richardson, Technician  
Sharon McIntyre, Technician

419 West Gaines  
Monticello, AR 71655  
Phone (870) 367-8400  
Fax (870) 367-9186

Drew, Bradley,  
Chicot, Desha,  
and Ashley  
Counties

**Kalinda Mooney, RD Manager**

E. Gene Johnson, Specialist  
Marisa Harris, Specialist  
Marguerite Berus, Technician

Federal Building  
100 E. 8<sup>th</sup> Ave., Rm 2603  
Pine Bluff, AR 71611  
Phone (870) 534-3200  
Fax (870) 563-9509

Jefferson,  
Cleveland,  
Lincoln, and  
Grant Counties

**Betty Leonard, RD Manager**

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Van Buren, and  
Conway  
Counties

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## **LEGAL AID**

If you cannot afford a lawyer regarding any landlord/tenant (or other) problem, please contact the office listed below which is nearest to where you live:

**Center for Arkansas Legal Services**  
303 West Capitol Avenue, Suite 200  
Little Rock, Arkansas 72201  
Phone: (501) 376-3423 (for Little Rock)  
Toll Free: 1-800-952-9243  
Kim Holman, Executive Director

**Legal Aid of Arkansas**  
4083 North Shiloh Drive, Suite 3  
Fayetteville, AR 72703  
Toll Free: 1-800-952-9243  
1-800-9LAWAID

**Arkansas Volunteer Lawyers for the Elderly**  
2020 West 3<sup>rd</sup>, Suite 620  
Little Rock, AR 72205  
Phone (501-376-9263  
Toll Free: 1-800-999-2853  
Kathy Edwards, Director

## **GLOSSARY OF STANDARD LEASE/RENTAL AGREEMENT TERMS AND CLAUSES**

*The following are definitions for lease and rental agreement terms:*

**abandon.** To surrender, desert or forsake. To relinquish with the intent of never again resuming right or interest.

**access.** The owner or manager of rented property has a "right of access" to the property in order to show the premises to prospective residents, to make repairs, and for general inspection.

**ACCREDITED RESIDENTIAL MANAGER™ (ARM).** A designation conferred by the Institute of Real Estate Management to persons who have qualified as resident or on-site managers.

**ad valorem tax.** (1) Real estate tax that is based on a fixed proportion of a property's value. (2) A tax levied according to the value of the object taxed; a tax in proportion to the value. Most often refers to tax levied by municipalities and counties against real property and personal property.

**addendum.** In leasing, an additional section of a lease containing added or amended material that is incorporated as a part of the lease.

**agent.** A person authorized to transact some business or perform some act for another (the principal) within the limits of the authority bestowed by the latter.

**alteration (also change of use).** The process of changing the function of a structure without changing its exterior dimensions.

**amend(ment).** To change, correct or revise. In a lease, an amendment will generally be referred to as an addendum.

**amenities.** Features of a property that render it more useful and/or attractive.

**apartment.** A residential unit found in a variety of properties such as walk-ups, garden-style projects, mid-rises and condominiums.

**arbitration.** The submitting of a disputed matter to the judgment of one, two or more disinterested persons called arbitrators, whose decision, called an award, may or may not be binding on the parties.

**Arkansas Fair Housing Commission.** The Arkansas state agency charged with enforcing state fair housing laws.

**Arkansas REALTORS® Association.** The statewide nonprofit corporation whose membership is principally composed of individual real estate agents who are members in subscribing local real estate boards throughout Arkansas and dedicated to the highest principles and performance by real estate licensee members.

**arrears.** Money unpaid on the date due, such as rent that is behind.

**assessment.** The imposition of a tax, charge or levy, usually according to established rates. See also *special assessment*.

**asset management.** A sophisticated form of property management under which the managing agent organizes, operates and assumes the risk of the total real estate business venture and whose concern extends beyond net operating income.

**assignment.** The transfer of an interest in a lease or other instrument or agreement.

**base rent.** The minimum monthly rental payment, as set forth in a lease.

**breach of contract.** A failure, for which there is no legal excuse, to perform the terms of a contract.

**building codes.** Ordinances specifying minimum standards for construction of buildings for the protection of public safety and health.

**building contents.** The items contained within a building other than the structure itself. In leases, the lessee or tenant will generally be required to maintain the insurance, if any, on the building contents.

**cancellation.** Rendering a contract void or inoperative.

**capital improvement.** A structural addition or improvement to real property other than a repair or replacement.

**casualty.** An accident or an event not to be foreseen or guarded against. A loss from such an event or cause, such as fire, lightning, etc.

**certified check.** Check that has been presented to the bank on which it is drawn and marked good by the proper officer. Such certification is a warranty that the signature is genuine and that the drawer has funds in the bank to meet it and obligates the bank to pay it on presentation.

**CERTIFIED PROPERTY MANAGER® (CPM®).** The professional designation conferred by the Institute of Real Estate Management of the NATIONAL ASSOCIATION OF REALTORS<sup>7</sup> on individuals who fully comply with the professional standards as specified by the Institute.

**civil rights laws.** A body of laws which guarantee the rights of all persons, regardless of race, religion, color, sex or national origin.

**commencement.** The beginning. The time when the lease or rental agreement term begins.

**common area.** Any area within the legal boundaries of a property that two or more tenants will share the use of.

**completion.** The finishing of something to a state in which no essential element is lacking.

**completion date.** In a construction schedule, the date a particular unit is scheduled to be fully completed.

**complex.** A group of buildings that together form a single comprehensive unit.

**compliance.** In law, fulfilling all the specified requirements of a law.

**condominium.** Outright ownership of an individual unit within a multiple-unit structure along with prorated shared ownership of the common areas of the structure.

**condominium association.** Private, usually nonprofit, organization responsible for the operation of the condominium property.

**consideration.** The cause, promise, motive or price which induces a contracting party to enter into a contract and that suffices to make an agreement legally binding. The thing of value given in exchange for a promise.

**constructive eviction.** Occurs when an owner creates or allows to exist a condition that makes the leased premises unfit for its intended use or hazardous for occupancy.

**constructive notice.** Notice given to the world by recorded documents and existing law. All persons are charged with knowledge of the law and all recorded documents and their contents whether or not they have actually examined them. Possession of property is also considered notice that the person in possession has an interest in the property.

**Consumer Price Index (CPI):** A ratio of the cost of consumer goods at the present time in relation to a base period, said to be 100. This index is published monthly by the United States Department of Labor, Bureau of Labor Statistics.

**continuous occupancy clause.** A clause contained in many shopping center leases that requires the tenant to occupy the premises continuously throughout the term of the lease.

**continuous operation clause.** Clause that requires the tenant to keep the retail store fully stocked at inventory levels equal either to those when the tenant first opened for business, to the inventory level of stores that the tenant operates in other locations, or to similar stores in the area.

**contract.** An agreement entered into by two or more legally competent parties by the terms of which one or more of the parties, for a consideration, undertakes to do or refrain from doing some legal act or acts.

**corrective maintenance.** Repairs to the property and equipment due to normal wear and tear or faulty preventive maintenance.

**covenant.** An agreement written into legal instruments promising performance or nonperformance of certain acts, or stipulating certain uses or non-uses of property.

**credit bureau.** A firm specializing in investigating consumers' credit ratings.

**credit rating.** Evaluation of the financial trustworthiness of a company or individual, particularly with regard to meeting obligations.

**credit report.** Report, usually made by a credit bureau, on a person's credit rating.

**creditor.** Person to whom goods or money is owed.

**damages.** Legal compensation for loss or injury.

**debt.** That which a person is bound to pay or perform for another.

**default.** The nonperformance of a duty, whether arising under a contract or otherwise; failure to meet an obligation when due.

**deferred maintenance.** Ordinary maintenance of a building that has not been performed and which may noticeably affect the use, occupancy, welfare and value of the property.

**delinquency.** (1) An overdue debt, as rent not paid on the due date. (2) Past-due rental collection.

**demised premises.** Property conveyed by a lease. (Also *leased premises*).

**Department of Housing and Urban Development (HUD).** A federal department created in 1968 to supervise the Federal Housing Authority (FHA) and a number of other agencies that administer various housing programs.

**documentation.** Written recordation of an event or act for purposes of supporting a legal claim or action.

**efficiency apartment.** A small, bedroomless apartment usually with less than a standard-size kitchen. See also *studio apartment*.

**emergency maintenance.** Maintenance which must be performed in order to rectify a situation where life or property will be endangered if the repairs are not made.

**eminent domain.** The right of a government or municipal quasi-public body to acquire private property for public use through a court action called condemnation in which the court determines that the use is a public use and determines the price or compensation to be paid to the owner.

**Environmental Protection Agency (EPA).** The agency of the United States government established in 1970 to enforce laws that preserve and protect the environment.

**escalator clause.** A clause in a contract, lease or mortgage providing for increases in wages, rent or interest based on fluctuations in certain economic indexes, costs or taxes.

**estoppel (certificate).** A letter which usually provides assurance to a landlord or the landlord's lender that the tenant's lease is in full force and effect and that the tenant has not pre-paid any rent.

**eviction.** A legal process to reclaim real estate from a tenant or person holding a mortgage who has not performed under the agreed-upon terms.

**eviction notice.** A written notice to a resident to pay the rent immediately or leave the leased premises within a specified time.

**exclusive agent.** An agent with exclusive rights for a fixed period of time to sell or lease property owned by another.

**expiration.** In a lease, the termination or end according to the terms of the lease.

**exculpate.** To free from blame. Hold harmless clauses are exculpatory.

**execution.** The signing and delivery of an instrument; also, a legal order directing an official to enforce a judgment against the property of a debtor.

**Fair Credit Reporting Act.** Enacted in 1971, this federal law gives people the right to see and correct their credit records at credit reporting bureaus.

**Fair Debt Collection Practices Act.** As originally passed in 1978, this federal law created a series of guidelines for debt collectors to follow and was designed to prevent collection agencies from harassing debtors. In 1986, the law was expanded to include any organization that collects consumer debt (including property managers). The law is governed and regulated by the Federal Trade Commission (FTC).

**fair housing laws.** Body of state and federal laws and regulations that prohibits discrimination in housing.

**favored nation clause.** Clause that offers a large concession to one tenant but not to any other tenant.

**Federal Housing Administration (FHA).** An agency--part of the United States Department of Housing and Urban Development--that administers a variety of housing loan programs.

**fiduciary.** One charged with a relationship of trust and confidence, as between a principal and agent, trustee and beneficiary, or attorney and client.

**financing statement.** This is the instrument which is filed in order to give public notice of the security interest and thereby protect the interest of the secured parties in the collateral.

**fire and extended coverage insurance (Fire and EC).** Insurance for property that covers not only loss by fire but also windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles and smoke.

**fire insurance.** Insurance on property against all direct loss or damage by fire.

**fixtures.** (1) Appurtenances attached to the land or improvements, which usually cannot be removed without agreement as they become real property; examples: plumbing fixtures, store fixtures built into the property, etc. (2) An article of personal property attached permanently to a building or to land so that it becomes part of the real estate.

**flood insurance.** Insurance purchased specifically to cover damage caused by flood.

**floor plan.** A scale drawing of the layout of rooms, halls, etc., on one floor of a building or in one unit of a building.

**force majeure.** A clause in a lease dealing with termination in expectation of events beyond one's control.

**fraud.** (1) The intentional and successful employment of any cunning, deception, collusion or artifice, used to circumvent, cheat or deceive another person, whereby that person acts upon it to the loss of his property and to his legal injury. (2) Intentional deception to cause a person to give up property or a lawful right.

**garnishment.** A legal proceeding where a portion of a debtor's wages, property or assets are withheld to satisfy a judgment creditor.

**good faith.** An honest intention not to take unconscious advantage of another and no knowledge of circumstances which should be disclosed.

**grievance.** A wrong, injury or injustice that provides cause for complaint.

**gross building area.** Area equal to length times width of the building(s) times the number of living floors, usually expressed in square feet.

**gross sales.** The sum total in dollars of every sale that the retailer makes during a specific financial period, usually a calendar year.

**ground rent.** Rent that is paid for the right to use and occupy the land under a property.

**habitability.** Suitable for habitation; in an apartment building, habitability includes adequate protection from the weather, and compliance with building and housing codes.

**heating, ventilation and air conditioning systems (HVAC).** The unit regulating the even distribution of heat and fresh air throughout a building.

**hold harmless.** (1) A declaration that one is not liable for things beyond his or her control. (2) In a lease or rental agreement, an indemnification provision holding the property manager harmless for liability arising from the property's operation.

**holdover tenancy.** A situation which exists when a tenant retains possession of leased or rented property after his or her lease or rental agreement has expired or been terminated.



**improvements.** Man-made structures placed upon real property.

**independence of clauses.** A clause stating that if any one clause of the lease is unenforceable, the clause becomes void but the balance of the lease or rental agreement remains in full force and effect.

**Institute of Real Estate Management (IREM).** A professional association of men and women, affiliated with the NATIONAL ASSOCIATION OF REALTORS®, who meet established standards of experience, education and ethics with the objective of continually improving their respective managerial skills by mutual education and exchange of ideas and experience. IREM grants the Certified Property Manager (CPM) designation and the Accredited Residential Manager (ARM) designation.

**invitees.** A person is an invitee on land of another if (1) he enters by invitation, express or implied, (2) his entry is connected with the owner's business or with an activity the owner conducts or permits to be conducted on his land and (3) there is mutuality of benefit or benefit to the owner.

**jointly and severally.** As a group and individually.

**judgment clause.** A provision in notes, leases and contracts by which the debtor, tenant and others authorize an attorney to go into court and confess a judgment against them for a default in payment; sometimes called a *cognovit*. The use of this clause is prohibited in many jurisdictions.

**jurisdiction.** The district over which the power of the court extends.

**landlord-tenant laws.** Laws enacted by various jurisdictions that regulate the relationship between landlord and tenant.

**late fee.** Fee charged for late payment of rent.

**late notice.** Informal notice that the payment of rent is late.

**lawsuit.** Legal action between two parties.

**lease.** A contract, written or oral, in which the owner of a property transfers the right to use and occupy that property to another for a specified period of time and in exchange for a specified rental.

**lease conditions.** The provisions or covenants setting forth the agreed privileges, obligations and restrictions under which a lease is made; also called lease terms.

**lease extension agreement.** An agreement extending or agreeing to extend the lease term beyond the expiration date as provided in the body of the original lease.

**legal counsel.** Legal advice; or an attorney giving such advice and pleading a case in court.

**legal notices.** A notice which the law requires to be given for a specific purpose or action.

**lessee.** The tenant or resident in a lease.

**lessor.** The landlord or owner in a lease.

**let.** To lease; to grant the use of a thing for compensation.

**liability.** A legal responsibility for injury or damage.

**lien.** The legal right of a creditor to have his or her debt paid out of the property of the debtor.

**low-income housing.** Government-subsidized housing for persons with low incomes.

**maintenance.** Care and work needed to keep a property in good physical and operating condition and appearance.

**majority.** The age set by state law at which individuals have the legal right to manage their own affairs and are responsible for their own actions. The age of majority varies from state to state.

**management company.** A real estate organization that specializes in the professional management of real estate properties for others.

**managing agent.** An agent duly appointed to direct and control all matters pertaining to a property that is owned or controlled by another.

**master meter.** A single meter, owned and operated by the utility company, which measures the total amount of energy from one source that is required to operate an entire building.

**merchants association.** An organization that advances the common interests of shopping center tenants in planning advertisements, promotions, decorations, etc.

**minor.** One who has not reached the age set by state law to be legally recognized as an adult; therefore, one not legally responsible for contracting debts or signing contracts.

**month-to-month tenancy.** An agreement to rent or lease for consecutive and continuing monthly periods until terminated by proper prior notice by either the landlord or the tenant. Notice of termination must precede the commencement date of the final month of occupancy. The time period of prior notice is usually established by state law.

**NATIONAL ASSOCIATION OF REALTORS® (NAR).** The national nonprofit corporation whose membership is principally composed of individual real estate agents who are members in subscribing local real estate boards throughout the United States and its possessions, and are dedicated to the highest principles and performance by real estate licensee members.

**negligence.** The omission to do something which a reasonable man, guided by those ordinary considerations which ordinarily regulate human affairs, would do, or the doing of something which a reasonable and prudent man would not do. Negligence is the failure to use such care as a reasonably prudent and careful person would use under similar circumstances or failure to do what a person of ordinary prudence would have done under similar circumstances.

**negotiation.** Dealings between two parties, particularly tenant and owner, in order to reach an agreement on price, quantity, quality or other terms.

**net sales.** In retailing, the amount that is left from the total sales after exchanges, refunds and allowances have been taken into account.

**notary public.** An officer licensed by the state to certify documents to make them authentic and to take affidavits.

**notice clause.** A clause in a lease or rental agreement that establishes the proper method and time frame that the tenant must use for giving notice of leaving.

**notice to vacate.** A legal notice requiring a tenant to remove himself or herself and all removable possessions from a rented property within a stated period of time or upon a specified day and date, and to deliver the property to the owner or agent or to a designated successor.

**off-site management.** Management of a property by persons not residing or keeping office hours at the subject property.

**on-site manager.** The direct representative of management and ownership on the property site.

**operating expense escalation clause.** A lease provision under which increases in operating expenses are passed on to tenants on a pro rata basis.

**operating expenses.** The expenditure for salaries, taxes, insurance, utilities, maintenance and similar items paid in connection with operating a building.

**option.** (1) In a lease, the right to obtain a specific condition within a specified time. (2) The right to purchase or lease something at a future date for a specified price and terms; the right may or may not be exercised at the option holder's (optionee's) discretion.

**option to cancel.** Option granted to tenants that allows them to cancel their leases, given certain time limitations and conditions.

**option to expand.** Clause in a lease or rental agreement that gives a tenant the right to expand into adjacent space, thus allowing the tenant to accommodate a growth in business.

**option to extend.** An option that implies an extension of the lease term, without renegotiation or execution of a new lease.

**option to renew.** Option granted to tenants, giving them a renewal of their leases on the same terms and conditions. The option often implies, however, a renegotiation of rent or the execution of a new lease.

**option to sublease and assign.** Option that represents either the ability to transfer all of a tenant's rights, title and interest in the property to a new tenant, with the latter assuming all of the obligations of the lease; or to a sublease, which is the transfer by the prime tenant of only a portion of its rights, title, interest in the leased estate, limited by the amount of leasehold area transferred or the length of the sublease term, or both.

**ordinary wear and tear.** The normal damage that will occur to property even through careful and reasonable use.

**parking ratio.** The number of parking spaces provided for each dwelling unit.

**pass-through escalation clause.** Clause in a lease that passes on increases in operating expenses through a fraction that expresses the percentage increase. The numerator is the total square feet in the tenant's premises, and the denominator is the total square feet in the building(s). The tenant's pro rata share equals the amount of the increase times the fraction.

**percentage increase.** Generally a fraction, with a numerator that indicates the index figure in December of each calendar year, and a denominator that indicates the figure in the month in which the tenant will begin to pay rent. The percentage increase in the CPI multiplied by the tenant's fixed minimum rent will reflect the increase in dollars, less any prior cost-of-living increases.

**percentage rent.** Rent that is based on a percentage of the gross sales or net income of the tenant, often in addition to a guaranteed minimum.

**performance.** Fulfillment of terms of a contract or lease.

**personal property.** Movable property belonging to an individual, family, etc., that is not permanently affixed to real property, such as clothing, furniture, furnishings and appliances.

**possession.** Occupancy or control of property; the right to use and enjoy the property.

**property damage insurance.** Insurance against liability for damage to property of others that may result from occurrences in or about a specified property and for which the insured is legally liable.

**property management.** A service profession in which someone other than the owner supervises a property's operation on behalf of the owner.

**prorated.** Divided proportionately; as in rent for a period of less than a month.

**public area.** A space in a property for general use and not restricted for use by any lease or other agreements, as a lobby, corridor or court.

**quiet enjoyment.** Resident's right to use and possess the leased premises without interference from the owner or other party.

**real estate.** The land and any improvements found on it; the term is often applied to nonagricultural property which accommodates individuals, business and industry.

**real property tax.** The tax charged, in Arkansas, by the county where the property is located, determined according to the assessed value of the property.

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**re-lease or re-let.** To rent again. Usually involving a cancellation of the previous lease.

**renewal.** Renewing a lease for an additional period upon the expiration of the original term.

**renewal clause.** An option giving a tenant the right to renew a lease for an additional period upon the expiration of the original term.

**renewal rate.** Rental rate a current resident will pay when the lease is renewed.

**renovation.** A general term covering the modernization, rehabilitation or remodeling of existing real estate.

**rent.** A fixed, periodic payment made by a tenant to an owner for the exclusive possession and use of leased property.

**resident.** Tenant who resides in the leased premises.

**resident handbook.** Handbook for resident use containing all resident policies.

**rentable area.** The combined rentable area of all dwelling units in a project. The rentable area of a unit is calculated by multiplying length times width of the space, with no discounts for interior partitions, plumbing chases and other small niches. Balconies, patios and unheated porches are not included in these measurements. Sometimes called net rentable area.

**replacement cost.** The estimated cost to replace or restore a building to its exact pre-existing condition and appearance.

**rescind.** Invalidate, annul, cancel, repeal, etc.

**resident manager.** An employee residing in a building for the purpose of overseeing and administering the day-to-day building affairs in accordance with directions from the manager or owner; also called on-site manager, site manager and residential manager.

**restrictive covenant.** A clause in a lease that restricts the tenant's use of the property or restricts the landlord's leasing of space on the property.

**sales tax.** Tax levied on various goods and services that merchants are responsible to pay to the state.

**security deposit.** A preset amount of money or property advanced by the tenant and held by an owner or manager for a specified period to cover damages and to ensure the faithful performance of the lease or rental agreement terms by the tenant.

**seizure of assets.** Seizure by the court of the property of someone whom judgment has been rendered against.

**selectivity criteria.** An established set of standards used in the selection of tenants for a particular property.

**service call.** Completion of a maintenance task requested by a resident.

**service request.** A resident's request for maintenance.

**shopping center.** A group of commercial establishments planned, developed, owned and managed as a unit related in location, size and type of shops to the trade area that the unit serves; it provides on-site parking in definite relationship to the types and sizes of stores.

**signature block.** Section of lease or rental agreement containing statement that all parties have read and understood the lease, with space for signatures.

**small claims court.** Special court set up to expedite litigation of small claims on debts.

**special assessment.** A charge against real estate made by a unit of government to cover the proportionate cost of an improvement such as a street, sewer or condominium charge.

**standard lease.** A lease form into which specific clauses or provisions may be written.

**sublease.** When a tenant turns over all or a portion of rented property to another tenant to finish part of the original tenant's term--usually requires the approval of the landlord.

**subletting.** The leasing of premises by a tenant to a third party for part of the tenant's remaining term or regarding only a portion of the rented property.

**submeter.** An energy-monitoring device used in conjunction with a master meter. A submeter is installed and owned by the property rather than the utility company. The property manager is responsible for operating and maintaining the submeters and for billing residents for the energy they consume.

**subordination clause.** A lease covenant in which the tenant agrees to take any action required to subordinate his or her claims against the property to the rights of the lender under a mortgage or deed of trust.

**subrogation.** The substitution of one creditor for another. The substituted person succeeds to the legal rights and claims of the original claimant. Subrogation is used by insurers to acquire from the insured party rights to sue to recover any claims they have paid.

**subrogation clause.** In an insurance policy, a provision stating that if the insurance company pays a loss, the insured relinquishes to the company any rights to recover damages from the person who causes the loss, not exceeding the amount that the company pays to the insured.

**subsidized housing.** Federal program of housing based on governmental grants that reduce cost of housing and as a result lower the rent charged to the resident.

**tenant.** One who pays rent to occupy or gain possession of real estate. The interest held is called a tenancy.

**tenant improvements.** (1) Fixed improvements made to tenant's office space. (2) Additions or alterations to a leased premises for the use of the tenant, becoming the landlord's property unless otherwise agreed to in writing.

**tenant organization.** A group of tenants formed to use their collective powers in negotiating with an owner to achieve certain goals such as improved conditions, expanded facilities and lower rent.

**term.** Duration of a tenant's lease.

**terminate.** To come to an end.

**time is of the essence.** A legal usage which makes more enforceable all dates set forth in a lease or rental agreement.

**traffic control.** The orderly and safe regulation of people and materials entering and leaving a building.

**trespasser.** Someone who is on property without permission of anyone having an interest, through ownership, lease or rental agreement, in such property.

**Uniform Commercial Code.** Establishes a unified and comprehensive scheme for regulation of security transactions in personal property, superseding the existing statutes on chattel mortgages, conditional sales, trust receipts, assignment of accounts receivable and others in this field.

**valid.** Having force or binding force; legally sufficient and authorized by law.

**void.** To have no force or effect; that which is unenforceable.

**waive.** To relinquish or abandon; to forego a right to enforce or require anything.

**waiver of subrogation.** Where the tenant's insurer and the tenant agree not to sue someone who has caused an insured loss to the tenant.

**waste.** Unnatural damage or failure to maintain rented property.

**work order.** A record of maintenance work, usually stating what was performed, by whom, where, the amount of time required and materials used or to be used.

**zoning.** A public regulation determining the character and intensity of land use.

#### **Regular or standard lease and rental agreement clauses are:**

1. **payment of rent.** The lease or rental agreement should state when, where and how rent is to be paid and may provide for a late payment penalty.

2. **quiet enjoyment.** This clause, which originated in early English law, states that the tenant is granted quiet, peaceful and usually exclusive enjoyment of the possession of the leased or rented premises without unwarranted interference by the lessor or anyone acting or claiming through the lessor so long as the tenant is in compliance with the terms and conditions of the lease.

3. **utilities.** This clause simply states which utilities the landlord pays and which the tenant pays. It also limits the landlord's liability should normal utility service be interrupted or otherwise not provided by public utility companies. Office building leases provide that the landlord may, without causing a breach, comply with laws and regulations such as those limiting the temperature and comfort levels in a building.



4. **insurance**. Insurance clauses dictate which party is responsible for which coverages.

If the use to which a tenant may put the property might increase the risk of loss to the insurance carrier, the lease usually charges the increased insurance cost to the tenant as additional rent.

The landlord generally maintains the fire and extended coverage insurance on the base building structure and standard improvements and additions within leased spaces. The tenant must generally maintain at his own expense fire and extended coverage insurance on all of his personal property and improvements and fixtures beyond the building standard.

For the protection of both parties, a provision in the lease for a release of claims against the other party for loss or damage covered by insurance is desirable, together with a provision that the insurance policies of both parties will contain a waiver of subrogation clause.

The landlord also generally maintains comprehensive general liability insurance to afford protection with respect to personal injury, death or property damage. Many commercial leases require the tenant to carry liability insurance with stated minimum limits.

5. **improvements and alterations**. This clause prohibits the tenant from making any alteration or improvements without the express written consent of the landlord. It also:

a. Prevents compromise of the structural integrity of the property by insuring that plans provide for proper materials, equipment and installation.

b. Affords the landlord an opportunity to analyze the effect of the improvements on real estate taxes assessed against the property and permits him to negotiate for additional rental because of such increases. This is particularly important in the absence of a tax-escalator clause or a clause requiring the tenant to pay all taxes.

c. Insures that the proposed improvements are consistent with the best interests of the property and will not adversely affect value.

d. Requires the party causing performance of work to schedule the work so as not to unnecessarily disturb tenants.

The lease should provide that the tenant will maintain the property free from any mechanics liens arising from any work contracted for by the tenant.

6. **assignment or sublease**. Most leases and rental agreements limit the tenant's right to assign or sublease rented property without the landlord's written consent. In assignment or sublease situations, the landlord has the following options:

- a. He may elect to terminate the lease or rental agreement, release the tenant from all obligation and rent directly to the sublessor or assignee.
- b. He may refuse (depending on the terms of the lease) to consent to the request, in which case the lease or rental agreement remains in full force.
- c. He may permit the requested assignment or sublease. In some leases or rental agreements, if the sublessee pays the tenant a higher rental than the tenant pays the landlord, the excess rental is considered additional rent by the tenant to the landlord or a part of the excess rent is additional rent to the landlord.

Some factors to be considered in evaluating a proposed assignment are the third party's creditworthiness, intended use of the property and compatibility with the existing tenant mix.

Note that assignment or subletting by the original tenant does not relieve him of responsibility absent specific agreement for such release; the lease or rental agreement provides that unless released by the landlord, the original tenant remains liable for the faithful performance of the rental agreement or lease in case of breach by the assignee or sublessee.

7. **partial destruction.** Nearly every lease or rental agreement sets forth rights which apply if the rented property is partially or totally destroyed by fire or other casualty. The purpose of the clause is to prevent termination of the lease or V.A. by the tenant should the rented property be partially destroyed.

Most such clauses expressly state that the lease or V.A. will not terminate if there is partial destruction, but the rent may be abated while the rented property is under repair.

The clause also usually provides that where destruction is severe or total, the landlord has the option to repair, to rebuild, or to terminate the lease or V.A. without liability to the tenant.

8. **default.** This clause establishes procedures and rights should the tenant default. The rights of the landlord and tenant in such a case are frequently controlled by state law, so it is vitally important that an attorney familiar with state law review this clause on behalf of both landlord and tenant.

This clause typically provides that upon default by the tenant, the landlord may, if he chooses, terminate the lease and recover as damages a sum equal to the total of (a) the cost of recovering the premises, (b) the unpaid rent at time of termination plus interest, (c) the balance of rent due for the remainder of the lease term, (d) any other sum of money owed by the tenant, and (e) court costs and attorneys' fees.

9. **rights of re-entry.** The "quiet enjoyment" clause gives tenants the right to an essentially exclusive possession and use of the leased premises. The re-entry clause permits a landlord to re-enter the premises for specified purposes, usually including inspections (at reasonable times), effecting required repairs, and posting notices (generally notices of non-responsibility during alterations or improvements being installed by the

tenant). The re-entry clause affords the landlord the right to post "For Rent" signs within a reasonable time before lease or V.A. expiration, and may set forth procedures in case of insolvency, bankruptcy or tenant receivership.

10. **condemnation clause**. In recent years, the government (federal, state, municipal or quasi-governmental authority) has taken much private property through condemnation or eminent domain proceedings for urban renewal or construction of major thoroughfares and throughways. If the government takes the property at any time during the term of a lease or V.A., the landlord may be relieved from performing the balance of his obligations under the agreement.

This clause usually provides that upon condemnation, at the option of either party, the lease or V.A. is taken with all further rights and obligations ceasing. The tenant generally has no right to receive any compensation from the landlord nor is the landlord liable to the tenant because of his inability to perform because of the condemnation. The clause often covers both partial and total condemnation.

11. **service of notice**. Virtually all types of leases or V.A.'s, whether residential, commercial or office building, may include a clause where the tenant waives the right to notice for actions resulting from his non-payment of rent or other violations of his occupancy of the space. The validity of such notices, called by different names (3-day notices, 5-day notices, 10-day notices, notice to quit, notice to terminate tenancy, dispossessory) are governed by local statute to protect the tenant.

12. **non-waiver**. Office leases often include a non-waiver clause providing that if a tenant defaults through breach of contract (most commonly non-payment of rent, but potentially failure to comply with any lease provision), failure of the landlord to immediately serve notice of default does not waive the default; nor does it prevent the landlord from declaring default at some time in the future.

13. **attorneys' fees**. Modern leases generally provide that in any legal action the prevailing party is entitled to be reimbursed for reasonable attorneys' fees by the losing party.

14. **rules and regulations**. Many leases and V.A.'s require tenant adherence to rules and regulations governing such things as use of common areas, security procedures, and other aspects of common usage of facilities and safety. Such clauses often refer to the rules which are appended as a part of the lease or V.A., but specify that the lessor may alter or change these rules at will upon proper notice (usually a week or less).