

## Top Property Management Questions

### **I have a “no pets or animals policy”. Is that legal?**

Yes and no. A landlord may have a lease clause prohibiting pets; however, if a current or prospective tenant (or even an occupant) has a disability, they may ask the landlord to waive the “no pets or animals” policy as a reasonable accommodation for their disability. In such circumstances, the landlord is legally obliged to do so.

If the tenant requests an accommodation to keep an emotional support animal, and the tenant’s disability is not obvious, the landlord may request a written verification from a reliable third party for the purpose of: 1) documenting the disability (but not a diagnosis of disability); and 2) establishing the need for the reasonable accommodation.

### **May a property manager be the “landlord” on the lease and sign and execute the lease in his or her name rather than that of the owner?**

Yes, the landlord may grant the property manager authority to sign and execute leases and notices as an agent. If the lease is for over one year, the agent’s authority must be in writing.

Keep in mind that an agent may be personally liable on a lease when his or her name appears without either: 1) the name of the principal or 2) without an indication that the agent is executing it in an agency capacity. A mere signature by the agent with the designation “agent,” will not suffice to relieve the agent from liability.

### **I know that a landlord has a duty to maintain the habitability of the property. But may a property manager be liable if the property is not maintained in a habitable condition?**

The answer is “yes” if the lease is entered into in to the name of the property management company and does not contain the name or identification of the owner (See above). Even where the property manager did not sign the lease, it’s possible that that a property manager could be “negligent” in permitting a warranty of habitability breach, especially where all communication with the tenant takes place through the property manager and the landlord is located at some distance from the property. Therefore, a prudent property manager should not manage a property where the landlord refuses to maintain the property in a habitable condition.

### **I am taking over an existing rental as the new property manager. What type of notice am I required to give the tenant?**

Use C.A.R. Sample Letter, Notice to Change Property Manager ((NCOPM), which may be found within zipForm® in the Sample Letter Library. The law surrounding this notice is complex and without providing this notice, it’s possible that a three-day notice to pay rent or quit will be ineffective.

### **Where can I learn more FAQs?**

This Quick Guide provides only a small sampling of our property management FAQs. To view all 95 questions broken down by category, see [“Property Management Frequently Asked Questions,”](#) at car.org.