

LAKESHORE APARTMENT ASSOCIATION
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SHEBOYGAN, WI 53082

ADDRESS CORRECTION REQUESTED

LAKESHORE APARTMENT ASSOCIATION NEWSLETTER



The Lakeshore Apartment Association publishes this newsletter for its members. Information included was obtained from sources deemed to be reliable and accurate. No warranty or representation is made as to the

accuracy thereof and is subject to correction. Members are invited to submit articles and ideas for publication. Items are to be submitted by the 30th of each month prior to publication.

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<http://laa.rentals/>

PRESIDENT'S MESSAGE

Hello All,

We have had many exciting things happening this last month and many greater things to come. Sherriff, Cory Roeseler spoke to us on the role of the sheriff's department in evictions, general landlord/tenant issues and his perspective of the community. He did a great job of answering questions and we were honored to have him speak. If you were not there you missed a good well attended meeting!

The city held its landlord training program with our very own Roger Beaumont as the guest speaker. Many landlords from outside of LAA were in attendance. Some of these have already joined with more to follow.

We are seeing the growth of this great well-respected group. People want to be part of something bigger than themselves. Now I understand that when we invest into a rental property we are our own boss and its own business. The biggest problem is that most of us are amateurs and don't treat it like a real business. We all need a professional organization to associate with. LAA offers that to its members in a local hands-on in person approach. We are part of this but think of the landlords that are not. Keep on reaching out to them in doing so we will all become stronger. This not only helps us run our businesses but makes the community better as a whole.

Receive a door prize for each guest you bring to our monthly meetings.

Your calls, texts and/or e-mails are always welcome.
920-452-7051

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Respectfully yours,

Jim Longo

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General Meeting Date:

See you in Fall 2018!

Board Meeting Date:

July 26th (The Other Place in Sheboygan Falls)

August 23rd (The Other Place in Sheboygan Falls)

PRESIDENT'S NOTES FROM THE MONTHLY CITY MEETING

Code enforcement:

Now with spring being here code enforcement will be going thru the neighborhoods not only by driving but also block by block on foot.

No cars parked on unpaved areas. No Gravel, yard or pavers. See 1967 zoning ordinance. Owner of vehicle (s) will get a ticket along with property owner.

Bushes, trees and un-kept yards will catch the attention of code enforcement first then they will look and dig deeper. Be aware of your property and its outward appearance.

Fences and garages. Any sign of deteriorating.

Electrical Inspector:

Brad Schumacher is being trained and groomed for the Electrical inspector when Mark Sommers retires in June 2018.

We are having new members joining every week. This is exciting! Landlords are seeing the need to be part of this great origination. Together we strengthen each other and the group as a whole.

Lakeshore Apartment Association Banquet!!

Save the Date

September 20th 2018 at Klemme's

More Information to follow



Retraction Notice: In a previous newsletter an article from the internet was discussing the time frame landlords must return security deposits at the end of a non-renewing lease. The article referenced a different state. Please note, in Wisconsin the law states 21 days to return the security deposit.

NEW LANDLORD-TENANT LAW - ACT 317 - IS EFFECTIVE ON APRIL 18, 2018.

Posted by Tristan R. Pettit, Esq. in [Legislation, Act 317](#)

On April 16, 2018 Governor Walker signed into law [2017 Wisconsin Act 317](#) which is Wisconsin's newest Landlord-Tenant law. The law was published yesterday, April 17th, which means that it will become effective tomorrow, April 18, 2018.

It is a very large law -- 8 1/2 pages long -- too much for me to cover in this post. I have chosen to focus on the portions of the law that affect Landlord-Tenant law specifically. There are other portions of the law that will affect Landlording in general, however, so I recommend that you review the entire law.

ASSISTANCE ANIMALS

- Repeals Wis. Stat. § 106.50(2r)(bm) entitled "Animals Assisting Persons with Disabilities" which was a very confusing provision and only focused on animals that assisted people with visual, hearing, or mobility impairments and only applied to animals that were specially trained.
- Replaces the above statutory section with two separate provisions, one addressing Animals That Do Work or Perform Tasks for Persons with Disabilities, and one for Emotional Support Animals. Both sections provide guidance on the law regarding assistance animals.

Animals That Do Work or Perform Tasks for Individuals with Disabilities ("Animal")

- If a rental applicant/tenant ("Tenant") has a disability and a disability-related need for an Animal, it is discrimination for a Landlord to do any of the following because the Tenant keeps such an Animal:
 1. Refuse to rent;
 2. Cause the eviction of;
 3. Require extra compensation from the Tenant as a condition of continued residence; or
 4. Engage in the harassment of the Tenant.
- If a Tenant wants to keep an Animal, the Landlord may request -- unless the disability and the disability-related need is apparent or known -- that the Tenant provide:
 1. Reliable documentation that the Tenant has a disability; and
 2. Reliable documentation of the disability-related need for the Animal.
- A Tenant who keeps an Animal shall accept liability for damage to the premises caused by the Animal.
- A Landlord can deny a Tenant the ability to keep an Animal if:
 1. The Tenant is not disabled, does not have a disability-related need for the Animal, or fails to provide the necessary documentation;
 2. Allowing the Animal would impose an undue financial and administrative burden or would fundamentally alter the nature of services provided by the Landlord;

3. The specific Animal poses a direct threat to a person's health or safety that cannot be reduced or eliminated by another reasonable accommodation;
4. The specific Animal would cause substantial physical damage to a person's property that cannot be reduced or eliminated by another reasonable accommodation.

Emotional Support Animals ("ESA")

- An ESA is defined as an animal that provides emotional support, well-being, comfort, or companionship to an individual but is not trained to perform tasks for the benefit of a disabled person.
- If a rental applicant/tenant ("Tenant") has a disability and a disability-related need for an ESA, it is discrimination for a Landlord to do any of the following because the Tenant keeps an ESA:
 1. Refuse to rent;
 2. Cause the eviction of;
 3. Require extra compensation from the Tenant as a condition of continued residence; or
 4. Engage in the harassment of the Tenant.
- If a Tenant wants to keep an ESA, the Landlord may request -- unless the disability and the disability-related need is apparent or known -- that the Tenant provide:
 1. Reliable documentation that the Tenant has a disability; and
 2. Reliable documentation of the disability-related need for the ESA from a licensed health care professional.

NOTE: A "licensed health care professional" is defined as a physician, psychologist, social worker, or other health care professional who satisfies all of the following:

1. Licensed or certified in the state of Wisconsin; and
 2. Acting within the scope of his or her license or certification.
- A Tenant who keeps an ESA shall accept liability for damage to the premises caused by the ESA.
 - A Landlord can deny a Tenant the ability to keep an ESA if:
 1. The Tenant is not disabled, does not have a disability-related need for the ESA, or fails to provide the necessary documentation;
 2. Allowing the ESA would impose an undue financial and administrative burden or would fundamentally alter the nature of services provided by the Landlord;
 3. The specific ESA poses a direct threat to a person's health or safety that cannot be reduced or eliminated by another reasonable accommodation;
 4. The specific ESA would cause substantial physical damage to a person's property that cannot be reduced or eliminated by another reasonable accommodation.
 - If a Tenant, for the purpose of obtaining housing, intentionally misrepresents that s/he has a disability or misrepresents the need for an ESA to assist with the disability, the Tenant shall pay a fine of not less than \$500.
 - If a licensed health care professional, for the purpose of allowing a patient to obtain housing, misrepresents that the patient has a disability or a disability-related need for an ESA, the health care provider shall pay a fine of not less than \$500.

CHARGING FOR LANDLORD'S TIME AND MATERIALS

- Current law states that if Landlord elects to repair the damage caused by the Tenant then the Tenant must reimburse the Landlord for the reasonable cost.
- The new law defines what "Reasonable Costs" include the following:
 1. Materials or labor provided by Landlord;
 2. At a reasonable hourly rate, the time a Landlord spends doing the following: (a) purchasing or providing materials, (b) supervising an agent of the Landlord, and/or (c) hiring a third-party contractor.

ABATEMENT

- Current law states that if the rental property is untenantable and the Tenant remains in the property that rent can be abated.
- New law adds that the Tenant can only abate rent if s/he remains in the property and "the condition materially affects the health or safety of the tenant or substantially affects the use and occupancy of the premises.

CREDIT AND BACKGROUND CHECKS

- Essentially incorporates Wis. Admin. Code § ATCP 134.05(4) regarding credit checks and increases the amount that can be charged by \$5 and adds a new provision regarding charging out of state applicants for background checks.
- A Landlord may require a rental applicant to pay the Landlord's actual cost, up to \$25, to obtain a consumer credit report on the applicant from a consumer credit reporting agency that compiles and maintains files on a nationwide basis.
- A Landlord must notify the applicant of the charge prior to ordering the report and must provide a copy of the report to the applicant if applicant paid for the report.
- A Landlord cannot require an applicant to pay for the report if the applicant provides a copy of his/her credit report that is less than 30 days old, to the Landlord prior to the Landlord ordering the report.
- A Landlord may require an applicant who is not a resident of Wisconsin to pay the Landlord's actual costs, up to \$25, to obtain a background check.
- A Landlord must notify the applicant of the charge prior to ordering the report and must provide a copy to the applicant.
- NOTE: This portion of Act 317 first applies to rental agreements entered into or renewed as of the effective date of the new law which is April 18, 2018.

ELECTRONIC DELIVERY OF CERTAIN DOCUMENTS/INFORMATION

- A rental agreement may include provisions that allow a Landlord to provide and indicate agreement to send the following via electronic means:
 1. A copy of the rental agreement and any document related to the rental agreement;
 2. A security deposit and any documents related to the accounting and disposition of the security deposit and security deposit refund;
 3. Any promise made by the Landlord, prior to entering into the rental agreement to clean, repair, or otherwise improve any portion of the rental unit;

4. A notice for Landlord to enter the rental unit.
- NOTE: This portion of Act 317 first applies to rental agreements entered into or renewed as of the effective date of the new law which is April 18, 2018.

RENT INCLUDES LATE FEES

- In the section regarding Notices Terminating Tenancy (Wis. Stat. § 704.17) the term “rent” is defined to include any rent that is past due as well as any late fees owed for rent that is past due.
- NOTE: This portion of Act 317 first applies to rental agreements entered into or renewed as of the effective date of the new law which is April 18, 2018.

INCORRECT AMOUNT IN NOTICE

- A notice for failure to pay rent or any other amount due under the rental agreement that includes an incorrect statement of the amount due is still valid unless any of the following apply:
 1. The Landlord's statement of the amount due is intentionally incorrect; or
 2. The Tenant paid or tendered payment of the amount that the Tenant believes to be due.
- NOTE: This portion of Act 317 first applies to rental agreements entered into or renewed as of the effective date of the new law which is April 18, 2018.

CONSOLIDATED COURT AUTOMATION PROGRAMS (CCAP)

- The Director of State Courts may not remove case management information from CCAP for any civil case that is not closed, confidential, or sealed for the following periods:
 1. If a writ of restitution has been granted in an eviction action - 10 years;
 2. If an eviction action has been dismissed and no money judgment has been docketed – 2 years.

NOTARIZATION

- A Court may not require that a person filing a summons or complaint under ch. 799 to have the summons and complaint notarized.

CONTESTED EVICTION

- Prior law stated that in an eviction, garnishment, or replevin action if any party *claims that a contest exists*, the matter shall be scheduled for a hearing before the judge.
- New law states that in an eviction, garnishment, or replevin action, if any party *raises valid legal grounds for a contest*, the matter shall be scheduled for a hearing before the judge.

SERVICE OF NOTICES

- If a Landlord gives a notice terminating tenancy via certified mail, proof of certified mailing from the U.S. Post Office is sufficient to establish that proper service has been provided. An affidavit of Service may not be requested to establish proper service has been provided.

WAIVER

- It shall not be a defense to an eviction action or a claim for damages that the Landlord or Tenant has previously waived any violation or breach of any terms of the rental agreement, including, but not limited to, the acceptance of rent or that a custom or practice occurred or developed between the parties in connection with the rental agreement so as to waive or lessen the right of the Landlord or Tenant to insist upon strict performance of the terms of the rental agreement.

EMERGENCY ASSISTANCE ("EA")

- Prior law said that the Court shall stay an eviction if the Tenant applies for EA.
- In *McQuestion v. Crawford*, 2009 WI App. 35, 316 Wis.2d. 494, 765 N.W.2d 822, the Wisconsin Court of Appeals held that any EA stay may be in effect for only a "reasonable period of time."
- New law requires that:
 1. No EA stay may be granted after a writ of restitution has already been issued; and
 2. If a stay is granted the stay may not be for more than 10 working days.

REPRESENTATIONS TO COURT AS TO PREPARATION OF PLEADINGS OR OTHER DOCUMENTS

- If an attorney drafts or assists in drafting a pleading, motion, or other document for a self-represented person. Any such document must contain a statement immediately adjacent to the person's signature that "This document was prepared with the assistance of a lawyer, *followed by the name of the attorney and the attorney's state bar number.*"

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AHHHH! 8 ACTIONABLE DIY QUICKTIPS TO SAVE HUNDREDS ON YOUR NEXT NASTY TENANT TURNOVER

BY [BRANDON TURNER](#) | [BIGGERPOCKETS.COM](#)



It smelled like Bigfoot's cave.

Okay, that's being generous... it smelled like Bigfoot's tomb.

Not only was the smell so bad that every dog within a 16 block radius was cowering in fear, but the appearance wasn't much better. Holes in the wall and doors, destroyed carpet, broken light fixtures, disgusting appliances.

If you've been a landlord for any period of time, you probably know exactly what I'm talking about. If not... don't worry, you will. No matter how well we screen for the perfect tenant (see [Tenant Screening: The Ultimate Guide](#)) you may still have a problem. Recently, for me, it was a tenant we "inherited" when we bought the property and were forced to evict.

Perhaps you have a lot of money and can simply hire a contractor to come in and total remodel the place. Maybe you have a property manager who will take care of the problem.

Great!

However, that's not me (yet) and I often find myself with a hammer and bleach after a nasty tenant turnover. It's not that I like doing it, but when contractor bids are coming in around \$10,000 to

get the property turned over, I can't help but get in there and do what I can to save some money. (I know, I know... a lot of you are cringing at that, saying my time is better spent finding deals. Perhaps that's a debate for another day...) Therefore, this article is for the DIY landlords out there, those just starting out, and those who just want to save money and fix problems themselves. The following are 8 tips that I use to get my rental properties fixed up and rented back out quickly. Keep in mind – I'm not saying this is exactly how you should do it, I'm just letting you know how I do it. Perhaps there is a tip or two in here you can use to save a few bucks on your next tenant turnover.

1.) CONSIDER HIRING OUT THE WORST

Often times, people forget that it doesn't need to be "all or nothing" when deciding whether to DIY it or hire a contractor to fix a place up. In the example I gave above with the recent eviction I did, I hired a local handyman to haul out the smell carpet, the tenants junk, and do a quick cleaning of the place before I went in.

Yes, I want to save money, but for under \$100, I was able to bypass all the worst parts.

2.) HOW TO KILL SMELLS

When looking at potential properties, I LOVE a bad smell. Why? Because it drives everyone else away but it's one of the easiest things to fix. To eliminate most smells:

1. Get rid of soiled carpet and pad. This is the #1 biggest reason a place smells.
2. Bleach the floors with 1 cup of bleach per gallon of water.

3. Let it dry, then paint the floors (as long as they aren't nice hardwoods) with Kilz Oil Based Primer. This stuff runs about \$12 a gallon but will kill any bad smell on the floor – and it's easy to do. Just pour small amounts out on the floor and spread it out with a roller on a stick.
4. Always use a respirator (about \$30) when working with oil primer. Seriously – or you'll pass out. I'm not kidding.

After a couple days, the primer smell will go away, and you'll be left with a clean, fresh smelling property. If not... check your sewer pipes!

3.) PAINT COLOR

I've done a lot of "testing" of paint over the years.



As I documented at depth in my post [What Is The Best Interior Paint for Landlords and House Flippers? \(Hint... It's Not What You Think\)](#) I primarily use Wal-Mart's in-house brand "ColorPlace" on all my properties, using the "Country White" color (no, it's not white... it's a tan/yellow color) they have pre-mixed. This way, no matter what property I go into to work on, it's all the same color. To sum up that article I wrote, I tested almost every paint I could find and determined that every single paint brand required 2 coats (one heavy, one light.) The best paint usually covered 90% well on the first coat, but still required a second. The cheapest paint, however, covered about 60% but still required a second coat. So... if all paint required 2 coats...and it all looked the exact same once finished... I'm going to go with the cheapest – ColorPlace. Besides, having it pre-mixed on the shelf at WalMart is awesome.

I also use Semi-Gloss on all properties. Some people say it doesn't look the best – but I think it looks amazing and have yet to hear a tenant complain otherwise. Instead, I am constantly encouraged by those looking at my properties at how beautiful it looks.

One more tip that [Darren Sager advised on the BiggerPockets Podcast a few months back...](#) always write the paint brand and color on the lease. This way, both the tenant and you will know exactly what was used, leading to less confusion. Smart.

4.) PATCHING HOLES

I will never understand why tenants punch holes in the wall. To me, that just seems so painful.

However, I see it all the time – a fist-sized hole at chest level. So irritating.

Learning to do drywall repair is a sort of "art" but it's not really that complicated. Today, there are several tools that can make the process much easier. However, rather than trying to explain it in writing, look up drywall patching on YouTube.

Another hole that really annoys me (and happens often) is when a tenant punches a hollow-core door in one of the bedrooms (again... don't ask me why. They just do this.) If the door is paintable, the hole can be sometimes be patched the same way as drywall, but many times the hole is too large or the surface too smooth for the drywall mud to adhere properly. Instead, I usually do one of two things:

1. Get a new door (if it's a standard size, you can often pick it up just the door slab for under \$30 at Home Depot or Lowes)
2. Put a mirror on the door. Yes, I'm serious. I learned this trick a few years ago and it has saved me a lot of time and money. Simply pick up one of those cheap, full length mirrors they sell for under \$10 at a lot of stores and screw it to the door. Not only does it cover the hole, it also makes your hallway look larger and decorates the unit a bit for under \$10 and 10 minutes of work.

5.) MOLD: CALM DOWN, PEOPLE

If you live in an area where moisture is often present (like the Pacific Northwest, where I live) you are likely going to deal with mold and mildew often. Contrary to popular opinion, mold does not kill you and it's much more common than you'd think – and it's very easy to treat when it's not completely overgrown. Mold is generally the fault of the tenant, who has their furniture pushed too close to the wall or doesn't ever allow for air movement in their home. It tends to grow near windows (because of condensation) and in bathrooms.



To clean mold, there are a lot of different products, but I'm a big fan of the [32 oz. Mold and Mildew Stain Remover](#) made by ZEP and available at Home Depot. The stuff costs \$2.47 and works like a charm. It's amazing what a roll of paper towels and a \$2.47 bottle of this chemical can do.

(Keep in mind, if you've got a major mold problem, you may

need to call in the professionals. I'm not talking about black grass growing across the ceiling. I'm talking about the small spores that develop on the window ledges and corners in the shower. Don't freak out, just clean it and move on.)

6.) DOOR KNOBS

You should be changing out the locks every time a tenant moves. After all, you don't want to be responsible if a disgruntled tenant comes back to their old home and steals all the new tenant's stuff. However, lock changes don't need to be expensive. In fact, if you have multiple units – it doesn't have to cost much at all.

I always save my locks/keys and keep them well organized and labeled. This way, I just rotate my lock sets around to different properties when I need some changed. Just be sure to keep track of

what properties a certain lock has been on so you don't put it on the same property again.

One final tip on locks: by buying the same brand for all your properties, you can avoid having to change out the "guts" of the lock, and simply replace the knobs with two simple screws. This can save you half the time of replacing the locks. Myself – I use "KwikSet" brand locks from Home Depot on all my properties, which run about \$20 bucks for deadbolt and door knob set.

Some landlords like using the [KwikSet "SmartKey" locks](#), which allow you to re-key the lock whenever you like. For me, however, I kept losing the tiny little tool they give you to re-key the lock, so I ended up switching back to just rotating my cheaper lock sets. It was just easier in my opinion, and the SmartKey locks start around \$50.

7.) FLOORING

Perhaps the most expensive fix when turning over a property is the flooring. You have a few choices, and it's hard to say for sure which is the best, but here are my thoughts:

1. **Carpet:** Carpet feels nice, looks nice, and is quick to put down. Installing carpet is typically not a DIY job (though, it's easier than you think.) However, even though I know how to do my own carpet, I usually don't. Instead, I usually use Home Depot to get my carpet installed. Home Depot (and Lowes) usually have \$97 whole house install on their carpet, which is a great deal. I usually order one of the carpet styles that they sell in the store, on the rack. My favorite color is called "Fireworks" and it sells for under \$1 per square foot (\$9 per square yard.) This dark, speckled color hides stains well and can handle traffic exceptionally well. I have it in most of my apartment units, and it looks great in all of them – even those that have been in for several years. Home Depot and Lowes both carry some *really* cheap carpet for under \$.70 a square foot – but I'd recommend avoiding this. You'll rip it out next

year. Instead, look for darker colors, thick carpet, and carpet that is “FHA Approved” – which means it should hold up just fine for what you need it for. In order to get the \$97 instal at Home Depot, you will need to buy the pad and carpet from Home Depot as well, so assume about \$.40 per square foot for the pad (they have contractor grade pad for about \$.25 a square foot, but it doesn’t count toward the \$97 install. Instead, go with the 6lb pad for around \$.40 a square foot. For 1000 square foot apartment, you’ll be looking at \$1,400 worth of materials, \$97 for install, and then tax. I usually assume about \$1.50 per square foot for installed carpet from Home Depot.

2. **Laminate:** Laminate flooring is great. It looks and feels like wood, but it’s a composite material made of saw dust and other odd materials. It also can withstand a lot of traffic, dings, and dents without getting ruined – so although it’s more expensive than carpet, it can last a lot longer (and easier to clean between tenants.) Laminate prices can run anywhere from \$1 a square foot to \$5 a square foot (including pad), but I usually use the Harmonics brand laminate from Costco which runs \$2.30 a square foot and has the pad attached. I really think the Costco Harmonics stuff is the best laminate flooring I’ve ever seen. It may take a little bit of work to learn, but installing laminate is a DIY job if you want to do it (I usually do it myself.) If not, you could likely find installers for around \$1 – \$2 per square foot if possible. Home Depot and Lowes usually also charge around \$400 for a whole-house install, so be sure to check into that also if you plan to hire it out.
3. **Tile** – The grand-daddy of flooring, tile is perhaps the most cost effective flooring you can do because it lasts SO long (like, forever.) However, it can be spendy to get it installed if you use a professional tile layer. Luckily, tile floor is fairly easy to learn to

put down if you have the time and patience to do it. Tile prices are all over the board, but for a lower-end rental, you can easily find tile for under \$1 per square foot from any large home

8.) MINI BLINDS

Another inexpensive way to make your rental properties look great is using mini blinds. These come in either white or tan and you can pick them up for around \$5 each from Home Depot ([these are the ones I use](#)), Lowes, or even Wal Mart. I like to replace the blinds often, as they are cheap way to make a unit look incredible (and it’s often faster to replace than clean.) They take just a couple minutes to install and will help your unit look more like a home when showing prospective tenants. *A quick tip about saving money on mini blinds:* if you have a larger window, you can save 50% by purchasing 2 smaller blinds rather than one large one. For example, a 70 inch mini blind at Home Depot will cost you \$20, but you can get two 35 inch blinds for just \$5 each. When installing a few dozen, this can quickly add up to a lot of savings.Plus, the end result looks just as good, and gives the tenant some more flexibility for letting light in.

CONCLUSION

Alright, enough for now. I could probably go on and on for days, but these are just a sample of some quick tips you can use to save money on your next tenant turnover.

As I said at the beginning, yes – you could hire this all out. However, if you are just getting started or want to save some cash, doing your own work and being smart about the repairs can save you a lot of money that you can use to buy more property (or take a nice vacation!)

So next time you walk into Bigfoot’s tomb after a tenant vacates, keep calm, make a plan, and re-visit this list to tackle the turnover with the least money out-of-pocket.

About Author

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Brandon Turner ([G+](#) | [Twitter](#)) spends a lot of time on BiggerPockets.com. Like... seriously... a lot. Oh, and he is also an active real estate investor, entrepreneur, traveler, third-person speaker, husband, and author of "[The Book on Investing in Real Estate with No \(and Low\) Money Down](#)", and "[The Book on Rental Property Investing](#)" which you should probably read if you want to do more deals.

A promotional graphic for Wons Background Investigations LLC. It features a silhouette of a detective in a suit and hat holding a magnifying glass against a dark, textured background. The text is in a serif font.

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