

BEE REAL ESTATE SAVVY



Las Vegas AGENT FORMULA

The Internet Formula For Las Vegas Agent Success

Property Management Case Studies, Stories and Veteran Insights CE.6948000-RE Student Outline



Course Objectives: Through the use of Case Studies and hearing from Industry Veterans (via Video) attendees will navigate through ‘Real World’ cases and, through ‘Round Table’ discussions, attendees will be better armed to deal with these situations when they are confronted with them.

Video Presenters – Subject Matter Experts

Michael Ring – Broker/Owner Go Global Realty since 2013, licensed since 2006. Property Manager 2008 (so 14 years). Also, Business Broker Permitted. Expert representation with Foreign Nationals. Vice Chair of LVR Global Committee plus is on Trends Committee. Vice Chair of Property Management Committee. Board member of US Chapter of FIABCI. Former member of Forms Committee.

Joshua Campa ARM®, RMP® - 16 Years experience. Currently serving on FOUR Boards of Directors: LVR, NVR, NARPM (Past President) & IREM. Director Liaison for LVR Property Management Committee. Managing approximately 500 residential properties.

Linda Rheinberger ABR®, C.R.S., SRES, PMN & AHWD, is very involved on National/Regional and State Associations. Past RVP for Region 11. Linda owned a full service Brokerage for 10 years and sold it and now teaches/consults for ‘succession plans’. She taught the NV RED/ERRF Trust Fund accounting class for 10+ years. Vice Chair and 2023 Chair for NAR Meeting Conference committee. Linda has served on many Committees on all levels and currently is a Senior Faculty instructor and LVR Faculty Vice Chair for 2022.

Deirdre Felgar C.C.I.M., CRS Senior Faculty Instructor. LVR Hall of Fame. Realtor® of the Year, Ronn Reiss recipient, Gene Nebeker award. Also served on Forms Committee. Former long-time owner of Realty America, recently merged with Go Global. Very active in Commercial Leasing, Management and Sales in addition to Residential Property Management. Wide and diverse background – Strategist in the R.E. Profession.

Paul Rich – licensed 9+ years. Owner Broker Achieve Realty and Management. NINE Professional Designations including C.R.S. – Bachelors and Masters in Education. Serves on Board of Directors for REBI. State President 2022 for NARPM



NEW LICENSES
1,633

Since our last newsletter (May 2021), the following number of new real estate licenses have been added in the Division system:

BROKERS / 89
BROKER-SALESPERSONS / 106
SALESPERSONS / 1,438

Real Estate Statistics Through January 2022

County	Brokers		Broker-Salespersons		Salespersons		Totals	
	Active	Inactive	Active	Inactive	Active	Inactive	Active	Inactive
Unknown	10	2	17	1	98	9	125	12
Carson City	35	1	41	2	216	19	292	22
Churchill	11	0	5	1	51	2	67	3
Clark	1,886	43	2,305	121	16,835	1,287	21,026	1,451
Douglas	67	3	70	0	302	22	439	25
Elko	16	0	23	1	122	10	161	11
Esmeralda	0	0	0	0	0	0	0	0
Eureka	0	0	0	0	0	0	0	0
Humboldt	5	0	5	2	32	6	42	8
Lander	2	0	2	1	6	0	10	1
Lincoln	2	0	0	0	6	0	8	0
Lyon	22	1	23	0	152	14	197	15
Mineral	0	0	0	0	3	0	3	0
Nye	31	1	20	0	180	12	231	13
Out Of State	402	37	297	61	1,039	210	1,738	308
Pershing	3	0	0	0	7	0	10	0
Storey	2	0	1	1	2	1	5	2
Washoe	392	14	452	18	2,864	185	3,708	217
White Pine	3	0	4	0	3	0	10	0
Total	2,889	102	3,265	209	21,918	1,777	28,072	2,088

PROPERTY MANAGERS	ACTIVE	INACTIVE	BUSINESS BROKERS	ACTIVE	INACTIVE
	3,190	475		360	67

Attendee Survey:

How long have you been a Property Manager?

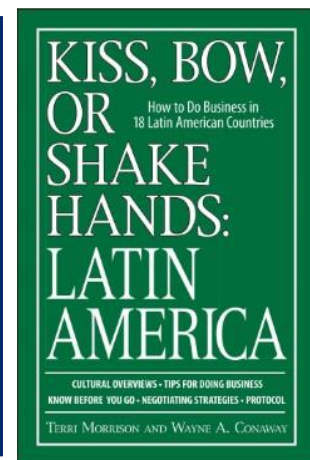
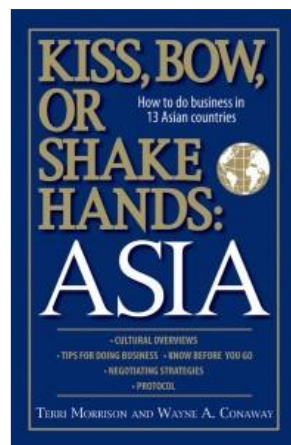
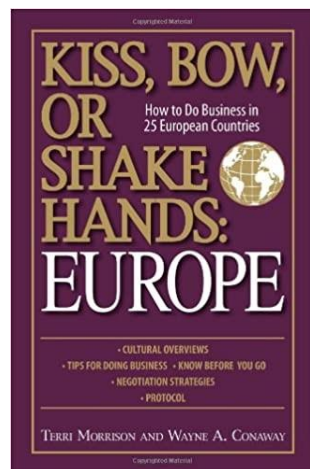
Do you use the LVR Forms?

Are you a Member of the LVR PM Committee?



Let’s watch our first 2 “Subject Matter Expert” Videos, 3:30 of Michael Ring and 2:55 of Joshua Campa – take NOTES! We will look for comments and feedback when they’re over;

**Europe
Asia
Latin
America**



Comments

Scene 1: Have you ever had a tenant that SAID they had “No Pets” but when you stopped by, they had a Dog? What if they told you – ‘It’s not MY Dog – I’m watching it for a friend’ – who’s in Europe for a month. (Remember, the Lease says NO PETS – which means even their friends pet.) Is ‘pet sitting’ mentioned in your standard lease?

2 More Video Segments from our SME’s (Subject Matter Experts) –Linda Rheinberger PMN, C.R.S., and Deirdre Felgar CCIM and C.R.S.. Interesting Topics – take NOTES!

Notes from Linda:

She has her SRES® and AHWD

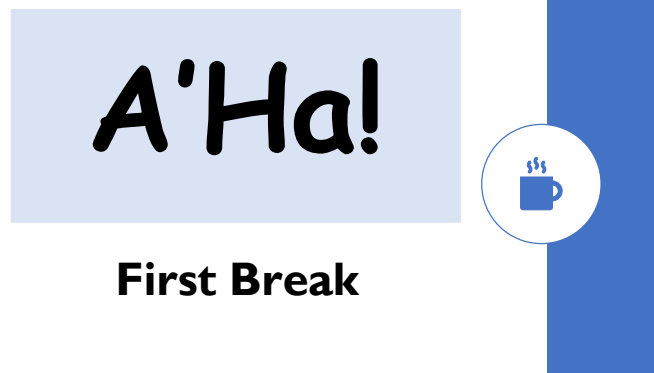
Notes from Deirdre:



Scene 2: Landscaper does ‘extra work’ that was NOT authorized by neither the PM nor the Owner. Owner says “Don’t pay them.” Landscaper is threatening to lien the property. Ideas? **What if the work was a pipe that had burst and there was flooding?

Scene 3: HOA Management company continuously ignores the Management Contract and sends correspondence directly to the property owner. After repeated attempts to communicate and advise the HOA Management company – what would be the appropriate steps to take?

Thoughts from Video? _____



Videos from the Experts...Linda Rheinberger & Michael Ring

Thoughts from Linda: _____

Thoughts from Michael: _____



At Home With Diversity® (AHWD) Certification Course

Members: \$99 Non-members: \$198 [Buy Now](#)

Tag(s) Certification Courses, All Courses, ABR®, AHWD, SRS

Keyword(s) Accredited Buyer's Representative (ABR®), buyer representation, diversity, fair housing, Seller Representative Specialist (SRS)



REALTORS® know the importance of adapting and remaining relevant in today's marketplace. By developing a business practice rooted in inclusion and equality, REALTORS® can help buyers of all cultural backgrounds achieve the dream of homeownership. The **At Home With Diversity® (AHWD) certification course** covers how to work effectively with diverse populations so that you can build business success in today's multicultural real estate market.

Topics Covered

- Developing an increased awareness of cultural and personal biases that may inhibit you from fully embracing diversity and creating a successful multicultural real estate business
- Inclusive, multicultural marketing and advertising strategies to broaden your client base
- Formulating an inclusive business plan to help you create an enduring business that is able to adapt and evolve to an ever-changing marketplace

Course Duration

- 6 hours

The difference between a 'Designation' and a 'Certification' – 'Designation' has *dues*...

Group Work



What have you gotten from the experts so far?

So far, I learned...?

- 3 Clips from Michael Ring
- 2 from Linda Rheinberger
- Intros to Joshua and Deirdre

Scene 4: Property you manage sells. New Owner will self-manage. How is the Security Deposit handled?

Subject Matter Expert – Commercial Property Management?

Deirdre Felgar C.R.S., CCIM

Thoughts from Video?



Groups of 3-5 – following are **THREE Case Studies**

Round Table - Case Study #1

What are your OBLIGATIONS, and rights as a Property Manager in regards to abandoned personal property and storage of same and is there special circumstances e.g. family photo albums or “Grandma’s Ashes”?

Option A – You **evicted** a tenant for non-payment. When the Constable did the lockout – there were *truckloads* of personal property left behind – how do you handle this situation?

Notes: _____

**If you store the property – can it be on-site? Is there a maximum amount you can legally charge for storage?

Option B – Tenant died – when you retook possession, there was a shrine in the house with “Dad’s Ashes” – what type of special consideration would be required of you as the Property Manager. Btw the rental application *does* state ‘In emergency, contact xxx’ ***Note – Death terminates a Lease!**

Notes: _____

**Joshua Campa weighs in via Video

Round Table - Case Study #2

Tenant signs saying they’ll pay ALL Utilities. Tenant doesn’t transfer utilities. Can you just shut them off? Can you deduct the utility charges from the rent paid and go after the balance as unpaid rent and file a 7-day?

**Comments from Ed Kania Esq. Owner of Southern Nv. Evictions [\(702\) 380-4274](tel:7023804274) and our 1:30-4:30 CE class. He only does Landlord representation – he doesn’t work with tenants.



Round Table - Case Study #3

Your Handyman has a regularly bi-monthly scheduled appointment to 'Change the Air Filters' and check under all sinks for leaks. The tenant will not allow them access – a) They claim they are sick w/a Virus, b) They claim they just got a 'Watchdog' that is vicious because they'd heard of multiple break ins on their street. They state they WILL let their Property Manager (You) know within the next week but the Handyman is turned away.

****A quick Deirdre Clip**

Round Table – Your Thoughts so far...

PRETEND YOU are going to write a Property Management Course for CE – what would you include in the course?

Open Round Table

From a PM Perspective

From an Owner Perspective

From a Tenant Perspective

Round Table - Case Study #4

Tenant signs lease w/NO PETS. A friend is visiting and their guest/friend left their dog in the car. Neighbor's 6 year old sees dog and opens the car to play with the dog. Dog bites child in the face requiring an ambulance and surgery/stitches. Neighbor (or their insurance company) sues – YOU, the Owner, the Tenant and their Guest/the dog owner.

What do you think will be the outcome?

****Joshua Campa weighs in on this issue.**



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Property Law Legal Research Blog

Landlords' Liability to Guest of Tenant for Dog Bite Injury

Posted by D. Bradley Pettit on Wed, May 9, 2018 @ 10:05 AM

Tweet Share Like Share

Brad Pettit, Senior Attorney, National Legal Research Group

A decision by the Supreme Court of Idaho illustrates the difficulties that a guest of a residential tenant may face when trying to hold the tenant's landlord liable for injuries sustained by the guest when the guest was bitten by the tenant's dog. See *Bright v. Maznik*, 162 Idaho 311, 396 P.3d 1193 (2017). In *Bright*, a guest of the tenants advanced several theories of liability in her suit against the tenants' landlords: negligence per se under Idaho's vicious dog statute, breach of duty to protect the guest from an animal known to have vicious tendencies, common law negligence, voluntary assumption of duty, and premises liability. None of these claims were successful, primarily because the plaintiff failed to make the requisite factual showings that the landlords either "knew" about or "harbored" a vicious animal on the premises.

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State/Region*

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Bright v. Mazik

****A NEW SME, Paul Rich – the VISITING Dog**

Round Table - Case Study #5

Tenant takes possession. Neighbor/Welcome wagon alerts tenant that there is a real ‘Scorpion Infestation’ in the neighborhood – even *inside* the houses. Can the tenant claim ‘Constructive Eviction’ based on the neighbor’s assertion?

**Paul Rich on other PM SAFETY Issues

****Final Two Videos -**

And the Experts said...Video

If I was going to recommend a ‘Designation’ course...

Using the NvAR/State Association as a resource



Property Management: Top 4 Inquiries

Christal Park Keegan, Legal Information Line Counsel
March 30, 2022

Property management questions are always popular. This legal article shares the top trending questions into the legal information line.

Question 1. *As a property manager, I have a tenant who wants to pay their rent upfront - one (1) year in advance. Can I accept prepaid rent? If so, how should that be handled?*

Answer 1. *First, consult your broker for policies regarding accepting prepaid rent. The brokerage has good reason to not want to become a fiduciary of these funds or acting escrow holder.*

This first one is tough!

Bonus Scenario – (from a Broker)

Tenant has rent due on the 1st. On the 15th they give notice that they will be moving next month *on the 15th* – On the first, they only pay 15 days rent – do you take any action? Can you deduct the balance from the Security Deposit?

Question 2. *During a one-year lease term, my client / landlord wants me to increase the tenant's obligation to pay utilities. It's not increasing the rent, so I'm wondering if I can legally do that?*

Answer 2. Under Nevada law, after a lease agreement is signed, a landlord cannot increase the tenant's rent amount, utilities or other charges. With that said, the landlord can make changes to the tenant's usage of the unit (e.g. house rules, quiet times, trash disposal) *as long as these changes do not change the length of tenancy and the amount of rent.* **Bottom line: a landlord cannot enforce lease changes that attempt to increase rent or add other charges during the lease term!**

See [Attorney General Ford Advises Nevada Tenants About Rights Regarding Lease Changes, Fees \(nv.gov\)](#)

Question 3. *The neighbor's tree is encroaching on my client's property causing substantial damage (upheaving the driveway, etc.). My client / the landlord wants me to hire a contractor to cut the trespassing roots out. Can I legally do that?*

Answer 3. Neighbor-to-neighbor disputes are delicate. After all, you have to live next to each other. First, it is not recommended to cut the invading roots or tree parts on your client's side of the fence. Doing so could kill the tree, and create ***liability to the client up to three times the value of the tree.*** NRS 40.160. Try to work it out! Try a written demand letter (an attorney can help draft one), or applying for community mediation through the local justice courts, and if those attempts to resolve the issue don't work, the landlord needs to consider going to court.



Question 4. *My client / landlord wants to prohibit pit bulls out of safety concerns of other tenants, particularly those with small children. Can I legally discriminate against tenant applicants who present with a stigmatized dog breed?*

Answer 4. No. Property managers must not ask about the breed of the dog. But a property manager *can* ask **if the particular dog is known or has been declared to be dangerous or vicious** pursuant to NRS 202.500.

See [SB 103 - Dog Breed FAQs \(nv.gov\)](#).

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Thoughts from Barbara Holland on ‘being bullied’ from Review Journal 4/3/2022...

The screenshot shows the Las Vegas Review-Journal website with search results for 'barbara holland'. The search bar at the top contains 'barbara holland' and shows '1 - 10 of about 761 Results'. The results are sorted by 'Newest first'. The first three results are:

- Homeowner has long list of HOA complaints**
By Barbara Holland RjRealEstateVegas June 20, 2022 - 1:06 pm
As to the first item: Set an appointment with the management company and bring all of your documentation. It may take then a week or so for their accounting department to go through their records. Assuming that the same management company has been in place during the last six years, the accounting department should be able to view your information against the association records.
- Large tree sheds leaves into neighbor's yard, pool**
By Barbara Holland RjRealEstateVegas June 10, 2022 - 5:28 pm
If you have not contacted the owner of the house, please do so. If you don't feel comfortable meeting face to face, then send the homeowner a letter. You may want to include some photographs. Ask the owner to please take care of overhangs, otherwise you will be forced to have your landscaper cut the limbs. By placing your neighbor on notice, allowing a reasonable amount of time for the neighbor to respond, you would be reducing any liability from the neighbor by trimming the tree.
- HOA board members who do repairs create liability issues**
By Barbara Holland RjRealEstateVegas June 6, 2022 - 11:21 am
There are many reasons why board members should not perform maintenance in their community.

The fourth result is partially visible:

- Sorry, you just can't quit your HOA**
By Barbara Holland RjRealEstateVegas May 27, 2022 - 1:47 pm
Sorry, an individual homeowner cannot opt out of their homeowner association. Under Nevada Revised Statutes 116.218, an association can be terminated, which is a complex process that requires the support of the membership.



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Question 1. *As a property manager, I have a tenant who wants to pay their rent upfront - one (1) year in advance. Can I accept prepaid rent? If so, how should that be handled?*

Answer 1. ***First, consult your broker for policies regarding accepting prepaid rent.*** The brokerage has good reason to not want to become a fiduciary of these funds or acting escrow holder.

Prepaid rent must be handled very carefully and not treated like a security deposit. While there is no statute that explicitly prohibits a landlord / property manager from accepting prepaid rent volunteered by a tenant, it's extremely important that the prepaid rent is not and could not be considered a security deposit. ***Prepaid rent that looks like a security deposit would implicate security deposit limitations***, such as the total amount collected cannot exceed three months' rent (including prepayment of the last month's rent). Obviously, prepaid rent cannot be used for things a security deposit is collected for in the first place, such as unpaid rent, repairs, and cleaning, because again, that would operate as a security. NRS 118A.240 and NRS 11A.242(1).

It's also important to remember prepaid rent applies to the particular rental period per the rental agreement terms. NRS 118A.200. Because lease breakups happen all the time (e.g., uninhabitable, failure to deliver possession, domestic violence), prepaid rent prematurely paid out to a landlord before its earned presents problems should a need arise to refund the tenant for amounts of prepaid rent that exceed what is owed for the rental period. NRS 118A.350.

Question 2. *During a one-year lease term, my client / landlord wants me to increase the tenant's obligation to pay utilities. It's not increasing the rent, so I'm wondering if I can legally do that?*

Answer 2. Under Nevada law, after a lease agreement is signed, a landlord cannot increase the tenant's rent amount, utilities or other charges. With that said, the landlord can make changes to the tenant's usage of the unit (e.g. house rules, quiet times, trash disposal) *as long as these changes do not change the length of tenancy and the amount of rent.* **Bottom line: a landlord cannot enforce lease changes that attempt to increase rent or add other charges during the lease term!**

See [Attorney General Ford Advises Nevada Tenants About Rights Regarding Lease Changes, Fees \(nv.gov\)](https://www.nv.gov/attorney-general/ford-advises-nevada-tenants-about-rights-regarding-lease-changes-fees)



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