

**D. ANDREW RHODES**  
ATTORNEY AT LAW, L.L.C.

**ETHICAL CONSIDERATIONS IN LANDLORD-TENANT LAW**

- A. Negotiating with a pro se tenant at court:
- a. Only about 5% of eviction cases require a hearing.
    - i. Of the 5%, the tenant will only appear in court about half the time.
    - ii. The tenant's answering of the Unlawful Detainer Complaint is often done for the purpose of delay.
  - b. Show up early and locate the tenant.
    - i. Try and reach an agreement regarding possession/money owed.
      - 1. Due to the nature of the hearing (i.e., tenant has either paid rent or not) a consent judgment can often be reached.
      - 2. An agreement on possession will typically return the property to your client much faster.
        - a. Depending on the county, physically evicting the tenant with a writ of possession can take months.
      - 3. Ability to negotiate depends largely on type of client:
        - a. Individual owner/small company.
        - b. Large local company.
        - c. Large out of state company.
  - c. An actual Unlawful Detainer hearing, with regards to possession, is rare.

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- B. Conflict of interest and other ethical situations:
- a. Amount and frequency of conflicts are often determine by:
    - i. The size of your landlord-tenant practice.
      1. Competitive tenant market:
        - a. Understanding that many of your clients are in direct competition with one another.
          - i. Defining your role in that competition.
          - ii. Delicate balance between competent representation and giving your client competitive edge over another client.
        2. The scope of your representation with a particular client.
          - a. Retained to only evict?
            - i. Typically less conflict.
            - ii. Often means dealing with out of state company.
          - b. Retained to evict and collect?
            - i. Possible conflict: You evict tenant from client #1's apartment. Tenant moves to client #2's apartment. The collection of rent for client #1 will affect tenant's ability to pay rent to client #2.
  3. Whether you represent only landlords, only tenants or a mix of both.
    - a. Only landlords or only tenants: Less conflicts.
    - b. Mix of both: More conflicts.

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### C. Fee arrangements and getting paid:

#### a. Cater towards type of client:

##### i. Individual owner/small company

1. Higher unit prices or hourly rate as work is more sporadic:
2. Make it worth your time.
3. Usually higher client maintenance.

##### ii. Large local company

1. Lower unit prices or hourly rate as workload is typically larger.
2. Lower maintenance.
3. Often evicting and collecting:
  - a. Hourly for evictions
  - b. Hourly/contingency for collections.

##### iii. Large out of state company

1. Lower unit prices or hourly rate as workload is typically larger.
2. Lower maintenance.
3. Typically just retained to evict.

#### b. Bill uniformly and with detail:

##### i. Consistent unit prices.

1. \$X amount every time for drafting eviction, default, writ, etc.

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- ii. Itemized billing as detailed as possible.
  - 1. Jones-711- Opened file. Drafted and filed unlawful detainer.
  - 2. Smith-213- Received and reviewed default order and calendared for default.
- c. Bill different clients at different times of this month.
  - i. Helps defray court costs you initially pay (i.e., steady cash flow).
  - ii. Email invoices for quicker turnaround.
- d. Be attentive and accessible to insure client happiness (and in turn your happiness).
  - i. If handled properly, landlord clients can be a steady source of monthly income for years and years.
  - ii. Often leads to other legal work for your firm:
    - 1. HUD complaints
    - 2. Contracts and transactional matters
    - 3. Bankruptcy, general civil litigation, etc.