

CHARGES ADDED TO THE LEASE

Rental application fee

Administrative fee

Late fee

Convenience fee

Notice fee

Valet trash fee

Pest control fee

Maintenance fee

Check-cashing fee

Roommate fee

January fee

Processing Fee

Utilities Fee

Insurance fee

Notice Fee

High Risk Fee

Det Fee

TOO DAMN HIGH

HOW JUNK FEES ADD TO
SKYROCKETING RENTS



National
Consumer Law
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*Fighting Together
for Economic Justice*

March 2023



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Since 1969, the nonprofit National Consumer Law Center® (NCLC®) has used its expertise in consumer law and energy policy to work for consumer justice and economic security for low-income and other disadvantaged people in the United States. NCLC's expertise includes policy analysis and advocacy; consumer law and energy publications; litigation; expert witness services, and training and advice for advocates. NCLC works with nonprofit and legal services organizations, private attorneys, policymakers, and federal and state government and courts across the nation to stop exploitative practices, help financially stressed families build and retain wealth, and advance economic fairness.

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TOO DAMN HIGH

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EXECUTIVE SUMMARY

To secure and maintain rental housing, renters today typically face a dizzying array of unavoidable fees. These junk fees render safe and decent rental housing even more out of reach because renters must pay them on top of sky-high rents. Junk fees also jeopardize access to future housing and financial stability because they can become an alleged rental debt that leads to dunning by debt collectors and negative marks on credit reports.

To obtain detailed information about the state of rental housing-related junk fees, NCLC conducted a survey of legal services and nonprofit attorneys between November and December of 2022. We received 95 responses from 26 states and Washington, DC. The survey specifically asked respondents to indicate whether they had seen any of the following fees assessed as part of rental housing:

- Rental application fees
- Excessive late fees
- Utilities-related fees
- Processing or administrative fees
- Convenience fees
- Insurance fees
- Notice fees
- Fees charged by new corporate landlords
- High risk fees
- Charges in lieu of a security deposit
- Check cashing fees
- Fees to report payment info to the credit bureaus
- Other fees

Respondents also had the option of selecting “no fees,” but no respondents did.

The survey also asked respondents to provide detailed information about the types of fees that they have seen and any other relevant information. From those narrative responses, we identified a number of additional fees, including:

- Pet fees or pet rent
- Trash fees
- Valet trash fees
- Pest control fees
- Technology package/internet and cable-related fees

- Fees to “hold” an apartment
- Fees to rent month-to-month instead of on an annual basis
- Court costs and attorney’s fees
- Common area and amenity-related fees
- Roommate and guest-related fees
- Cleaning and repair fees
- Maintenance fees
- Inspection fees
- Mail sorting fees
- Fees charged each January

RECOMMENDATIONS

This report discusses the survey results. It is based on a regulatory comment filed with the Federal Trade Commission (FTC) in response to that agency’s call for information on junk fees. The regulatory comment urged the FTC to:

1. Investigate corporate and large landlords that impose unavoidable and exploitative junk fees for potentially deceptive or unconscionable practices, including fees that:
 - Are excessive in amount or greater than the cost to the landlord of a service.
 - Pay for services not ultimately provided (e.g., valet trash).
 - Charge for services that the landlord is legally obligated to provide as part of renting a habitable premises (e.g., pest fees, fees to maintain the furnace to provide heat, etc.).
 - Prevent competition, such as requiring use of a certain insurer or cable/internet provider.
 - Violate the common law doctrine against liquidated damages (e.g., penalty fees, lease termination fees that do not consider whether a landlord was able to mitigate by re-renting to a new tenant).
 - Are prohibited by state or local law.
2. Work with the Consumer Financial Protection Bureau (CFPB) to investigate and bring enforcement actions against debt collectors that engage in collection practices that violate the Fair Debt Collection Practices Act in their collection of rental debt, which may include junk fees.¹
3. Develop guidance or rules that prevent the imposition of unavoidable and exploitation junk fees, such as the fees described above in recommendation number 1. Work with the CFPB to develop guidance or rules under the Fair

Debt Collection Practices Act stating that it is an unfair debt collection practice to collect such fees.

4. Develop guidance or rules to mandate that online platforms for rental advertisements, such as Zillow or Apartments.com, require disclosure of all fees—including fees charged before and after signing a lease—for a rental.
5. Work with the CFPB and the U.S. Department of Housing and Urban Development (HUD) to study and address the disproportionate impact of these practices on renters and rental applicants of color.

The regulatory comments were sent to FTC by 39 organizations, including NCLC. A list of these organizations is included in Appendix 3.

In addition to the FTC, state legislatures can regulate junk fees in rental housing. States could:

1. Limit housing providers to charging only certain fees in addition to the stated amount of rent, which would be:
 - Security deposit
 - Modest late fee no more than the cost of the late payment to the housing provider.
2. Ban application fees or adopt strict limits (e.g., limited to approved applications or the actual cost of a tenant screening report obtained by the housing provider)
3. Ban fees that:
 - Are excessive in amount or greater than the landlord's cost for a service.
 - Pay for services not ultimately provided (e.g., pest fees, valet trash).
 - Prevent competition, such as requiring use of a certain cable/ internet provider.
 - Violate the common law doctrine against liquidated damages (e.g., penalty fees, lease termination fees that do not consider whether a landlord was able to mitigate by re-renting to a new tenant).

In early March 2023, HUD Secretary Marcia Fudge issued a letter calling on housing providers and state and local governments to adopt policies to limit junk fees in rental housing.²

I. JUNK FEES MAKE RENTAL HOUSING EVEN MORE UNAFFORDABLE

Even before the COVID-19 pandemic, many renters struggled to find safe and stable housing, in part because of the severe affordable housing shortage. Pre-pandemic, over 20 million renter households were burdened with housing costs that threatened their financial security.³ The COVID-19 economic crisis has only exacerbated this housing affordability crisis.⁴

Renters now face not only an affordable housing shortage and sky-high rent prices,⁵ but also a number of junk fees that they must pay to secure and maintain housing. Junk fees add to the already heavy burden that exorbitant rents place on renters, with over 40% of renter households—19 million households—in the United States being “cost burdened,” i.e., paying over 30% of their income on housing costs.⁶ Various advocates who responded to NCLC’s survey (discussed below) emphasized the ubiquity of junk fees, with a Colorado advocate stating that very few landlords in their state do *not* charge these fees.

While a renter may be able to manage and plan for high rents if they know about them in advance, they may not be expecting an array of junk fees, which could push them over their budgets. As an advocate from South Carolina explained, landlords will advertise rentals for \$1100, but after pet fees, deposits, utility deposits, third-party company deposits, pest control fees, valet trash fees (which people rarely would opt to use and often does not actually exist in practice), the rent will be up to \$1800 per month.

Corporate and larger landlords in particular impose many fees,⁷ and such landlords have become a growing share of housing providers in the U.S.⁸ As one advocate from New York commented, the larger rental property owners are the most egregious with respect to junk fees.

In some cases, state law or local ordinances may actually prohibit housing providers from charging certain types of fees, but enforcement of those laws is difficult. Housing providers may also impose junk fees as a way to circumvent legal limits on rent increases. For example, two California advocates commented that since the passage of a state law that limits rental increases, they have seen an increase in landlords finding any other way to charge renters more money.

One Louisiana advocate provided a helpful summary of some of the conditions leading to abusive junk fees:

Our office is deeply concerned about junk fees charged to low-income renters. The proliferation of extremely long boilerplate leases such as

the model National Apartment Association lease has provided cover for large, poorly-managed multifamily apartment complexes to justify charging hundreds of dollars in fees to tenants despite failing to deliver on their own basic promises. The extreme power imbalance between low-income renters seeking affordable housing in a constrained market makes it even easier for these abuses to go un-checked.

II. JUNK FEES JEOPARDIZE ACCESS TO FUTURE HOUSING AND FINANCIAL STABILITY

If a tenant ultimately cannot afford to pay the unavoidable junk fees, the fees may become an alleged rental debt that a housing provider seeks to collect through a third-party debt collector who reports the account to the Big Three credit bureaus.

Alleged rental debt can haunt a renter long after they have vacated a housing unit—whether they left because of an eviction case or voluntarily moved out. Rental debt can lead to dunning by debt collectors and negative marks on credit reports, resulting in lowered credit scores.⁹ Consumers may face demands for rental debt in eviction proceedings or in separate collection lawsuits. When a judgment enters against the consumer, creditors may use post-judgment collection remedies like wage or bank account garnishment.

Negative entries in a credit report usually create a long-term barrier to renters obtaining new housing. 90% of landlords run credit checks on all potential tenants,¹⁰ often automatically rejecting applicants who are alleged to owe money to former landlords and who have lower credit scores.¹¹ This barrier to housing disproportionately affects renters of color. According to the National Equity Atlas, 63% of people with rent arrears are people of color.¹² And when the COVID-19 economic crisis hit, Black consumers already had lower credit scores as a group than white consumers due to historic and current discrimination and the racial wealth gap.¹³

The problem of rental debt continues to grow, and the number of third-party debt collectors collecting rental debt has increased dramatically. According to a report commissioned by TransUnion, “[t]he most significant change” in the type of debt collected by third-party debt collectors during 2022 was in tenant-related debt “given the end of the eviction moratorium.”¹⁴ The report found that 33% of the 113 third-party debt collection companies surveyed collected “tenant/landlord or rental debt” in 2022, compared to just 7% in 2021,¹⁵ 5% in 2020,¹⁶ and 8% in 2019.¹⁷ In 2022, 24% of survey respondents listed rental debts as one of the three types of debts most commonly collected by that collection agency.¹⁸

A Louisiana advocate summarized the credit reporting and debt collection harms of junk fees:

Junk fees are extremely difficult to contest after a tenant has moved out, especially as landlords in our city usually don't sue for unpaid balances but rather "park" debts on tenants' credit reports through their collections agency partners. The fissured nature of corporate property ownership and the lack of communication from property management make it extremely difficult to get in touch with someone who has the authority to correct an artificially inflated balance. Landlords are not required to substantiate the alleged fees, and collections agencies deflect any attempts to contest the specifics of balances, insisting that they rely on the creditors' own representation of what is owed. The alleged debt acts as a barrier for tenants attempting to obtain new housing, and if a tenant believes she may owe part of the balance she is unlikely to see any attempt to dispute the specifics of her balance as futile (and understandably so).

III. SURVEY OF LEGAL SERVICES AND NONPROFIT ATTORNEYS CONDUCTED BETWEEN NOVEMBER AND DECEMBER OF 2022 REVEALS THAT TENANTS CONTINUE TO FACE AN ARRAY OF UNAVOIDABLE JUNK FEES

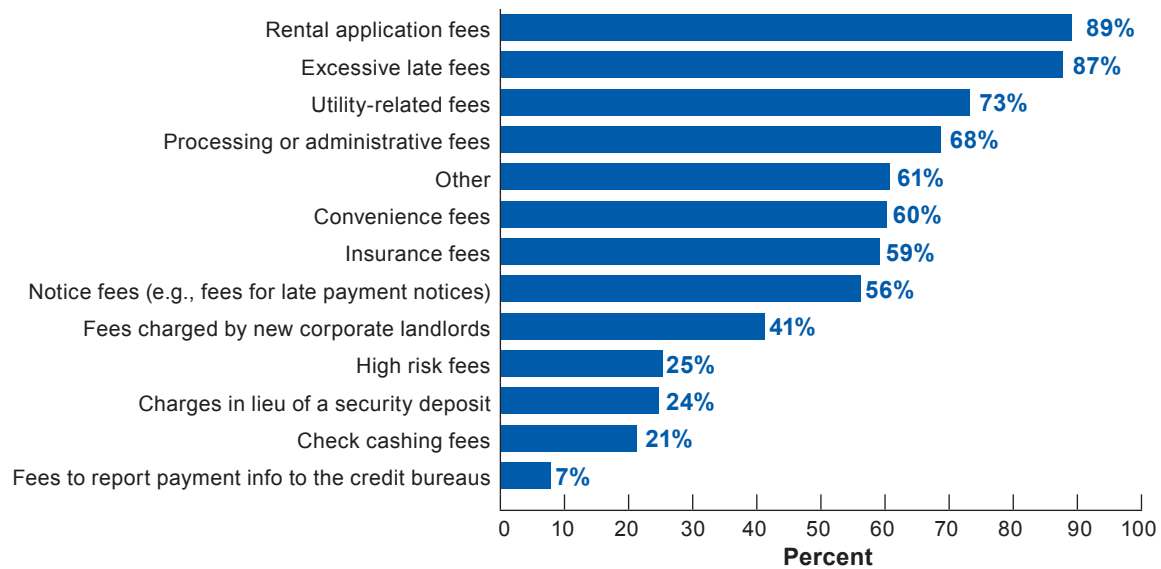
To learn more about the junk fees charged to renters and rental housing applicants, NCLC conducted a survey of legal services and nonprofit attorneys between November and December of 2022. The survey asked respondents to indicate whether they had seen the fees listed in Figure 1 below assessed as part of rental housing (respondents also had the option of selecting "no fees," but no respondents did). The survey also asked respondents to provide details about the types of fees that they have seen and any other relevant information. We received 95 responses.¹⁹

Almost all survey respondents (89%) reported that landlords impose rental application fees. Nearly as many (87%) stated that landlords charge excessive late fees. Well over half of respondents observed utility-related fees (73%), processing or administrative fees (68%), convenience fees (60%), insurance fees (59%), and notice fees (56%). A little less than half of respondents reported fees charged by new corporate landlords (41%). A quarter of respondents stated that landlords impose high risk fees (25%) and slightly less than a quarter observed charges in lieu of a security deposit (24%). The fewest number of respondents observed check cashing fees (21%) and fees to report payment information to the credit bureaus (7%). 61% of respondents also reported that landlords

charge “other” types of fees (we discuss what some of these “other” fees are in detail below).

FIGURE 1

Percent of Respondents Observing Type of Fee Assessed in Rental Housing (n = 95)



Geographically, the respondent population came from diverse locations. The survey asked respondents in what state they work. The 95 respondents came from 26 states and Washington, DC. The states with the most representation among respondents were New York and Ohio, with 13 respondents each. Overall, however, there was wide dispersion of residents over different states, as set out in Table 1 below.

TABLE 1

Survey Respondent Distribution According to State of Practice

STATE/STATES	NO. OF RESPONDENTS PER STATE	PERCENTAGE
New York / Ohio	13 (x2 states)	27.4%
Texas	10	10.5%
California / Colorado	8 (x2 states)	16.8%
Georgia / Minnesota	5 (x2 states)	10.5%
Florida / Maryland / Washington	3 (x3 states)	9.5%
AR / IN / MT / NE / PA / SC / UT	2 (X7 states)	14.7%
AK / AL / AZ / IL / LA / MA / MO / NM / VA / Washington, DC	1 (x10)	10.5%
Total	95	100%

Below is a non-exhaustive list and discussion of the rental housing-related junk fees that survey respondents reported. We ordered the discussion from the most common fees to the least common, according to the survey results. Additionally, attached as Appendix 1 are excerpts from a lease and a ledger that a Georgia advocate's client shared with us. Those documents provide an example of some of the junk fees described below.

A. Rental Application Fees

89% of survey respondents reported observing rental application fees. These respondents came from 26 states (AK, AL, AR, AZ, CA, CO, DC, FL, GA, IL, IN, LA, MA, MD, MN, MT, NE, NM, NY, OH, PA, SC, TX, UT, VA, and WA).

These ubiquitous, nonrefundable fees—which landlords typically charge per adult applicant—can be higher than the housing provider's actual cost to process the application and may be assessed even when no rental unit is in fact available.²⁰ Some jurisdictions cap these fees, though some advocates have reported seeing non-compliance with these laws.

1. Application fees can range from \$25 to as high as \$350

Advocates reported seeing application fees in the amounts described below:

- **Arkansas.** One advocate reported that fees generally range from \$25 to \$50, though another reported seeing fees ranging from \$25 all the way to \$100.
- **California.** One advocate commented that they routinely see application fees ranging from \$50 to \$150 per person. Another noted that local property managers all charge around \$50 to apply for each unit.
- **Florida.** An advocate stated that application fees are typically around \$75 per person.
- **Georgia.** An advocate reported seeing fees ranging from \$75 to \$125.
- **Illinois.** An advocate described seeing \$50 fees.
- **Louisiana.** An advocate stated that they have seen fees of \$50.
- **Maryland.** One advocate stated that a few years ago these fees ranged from \$25 to \$50, but now these fees can be as high as \$125. Another explained that landlords almost always charge their state's \$25 nonrefundable limit, but that landlords usually charge more than that for background credit history, and tenant screening checks where actual expenses may be charged.
- **Minnesota.** An advocate stated that rental application fees in their state range from \$30 to over \$200.

- **Montana.** One advocate stated the range in their state is \$25 to \$75, while another has seen \$25 to \$50 per adult applicant.
- **Ohio.** One advocate reported that a \$50 fee is standard, though two others indicated that the fees can exceed that amount.
- **South Carolina.** One advocate stated that they usually see application fees ranging from \$40 to \$60, but another commented that these fees range from \$50 to \$350.
- **Texas.** An advocate reported that fees range from \$30 to \$55.
- **Washington.** An advocate reported that fees range from \$45 to \$60.

2. Some landlords charge application fees even if they know the application will never be approved

A Georgia advocate stated that landlords charge application fees even if they know the applicant will never be eligible—for example, because they never rent to anyone with a criminal record. A South Carolina advocate similarly noted that landlords will often say that an applicant will be approved even though they have an eviction record, seemingly to convince the applicant to pay the fee, and then ultimately will reject the applicant. A Maryland advocate similarly stated that landlords charge application fees even when the landlord knows they will deny the applicant.

An Ohio advocate explained that most of the time, the landlord does not disclose its screening criteria up front, meaning that tenants do not know what will disqualify them when they apply. As is the case in other states, this results in applicants paying fees even if they would be automatically rejected.

3. Landlords may accept more applications and thus application fees than the amount of vacancies may justify

One Georgia advocate reported that some landlords accept applications from far more potential tenants than a single vacant unit would justify, presumably so they can generate revenue through application fees. Similarly, a California advocate posited, if 100 people apply for one apartment and each one pays \$40 or \$50 to the landlord, what amount of money does the landlord actually spend on credit checks?

B. Excessive Late Fees

87% of survey respondents reported observing excessive late fees. These respondents came from 26 states (AK, AL, AR, AZ, CA, CO, FL, GA, IL, IN, LA, MA, MD, MN, MO, MT, NE, NM, NY, OH, PA, SC, TX, UT, VA, and WA).

Many advocates reported seeing clients charged very high late fees, sometimes in violation of state law. Various advocates also stated that landlords violated state law limits on late fees as well as other laws governing these fees. As a Utah advocate commented, these fees can be punitive rather than an actual estimate of the landlord's expenses. Indeed, late fees can be a profit center, which may give landlords an incentive to trigger them.²¹

1. Steep late fees can take the form of a daily charge, a flat fee plus a daily charge, or a percentage of the rent

- **Alaska.** An advocate reported fees of \$25 per day.
- **Arkansas.** An advocate reported fees of \$15 per day for every day late, which can cause late fees as high as 100% of the principal rent.
- **California.** One advocate reported seeing very high late fees, including one of \$200. A second advocate stated that they see late fees as high as \$75 per day past the fifth of the month. A third advocate reported that landlords charge a 10% late fee.
- **Georgia.** One advocate explained that sometimes late fees are a percentage of the monthly rent, rather than a flat fee. A second advocate reported seeing fees of \$200 or more on apartments with rents of \$1000 per month. A third advocate reported that late fees often exceed 10% of the rent—and courts usually consider 10% of the rent to be reasonable.
- **Indiana.** An advocate reported seeing some leases with a \$50 fee and then a \$5 per day fee until paid in full.
- **Minnesota.** One advocate stated that fees often are \$10 or \$15 per day. Another advocate noted that some landlords compound late fees.
- **Montana.** An advocate reported that landlords charge \$10 per day for each late payment.
- **Nebraska.** One advocate commented that they frequently see \$5 per day fees (though the largest fee was \$20 per day) in addition to a set fee of \$75 from the biggest landlords. A second advocate saw a similar pattern: a \$20 per day fee on top of a flat fee of \$50.
- **Ohio.** One advocate stated that late fees are ubiquitous and often in excess of \$15 per day and at least \$100 per month. A second advocate stated the most common fee is \$5 per day perpetually and that they also see three separate charges per month for a continued back balance that adds up to \$100 or more. This advocate also noted that most landlords do not accept partial payments, meaning that fees get tacked on, preventing the timely payment of rent and leading to an ongoing balance that accrues more fees. This cycle ultimately leads to eviction. A third advocate commented that in some circumstances, these late fees

account for more than 50% of the overall rent. A fourth advocate noted that some late fees come in “too early.” A fifth advocate commented that for some subsidized tenants, late fees double (or more) the rent.

- **Pennsylvania.** An advocate typically sees a \$60 fee charged on the fifth of the month and then \$10 per day thereafter.
- **Texas.** An advocate offered the example that tenants are charged \$25 after three days and then \$5 each day until the rent/amount owed is paid in full.
- **Utah.** An advocate reported seeing fees in excess of \$75 for one day late plus \$10 to \$20 daily.

2. Some landlords violate legal limits on late fees and other laws governing late fees

Advocates in many states, including Colorado, Maryland, Minnesota, New York, Ohio, Texas, and Virginia, reported that landlords charge late fees in excess of state law limits. A Maryland advocate reported that although their state caps late fees at 5% of the monthly rent, some out-of-state landlords charge as high as 10 to 15%. A Minnesota advocate emphasized that few renters are aware of the statutory limit on excessive fees. A Virginia advocate explained that late fees are legally capped at 10% of the periodic rent, but many landlords (usually smaller or individual ones) charge excess fees or have a \$X per day clause in their leases. A Colorado advocate noted that even though their state has a new cap on late fees the lease itself may still provide for excessive late fees.

New York advocates noted other potential violations of state law. For example, landlords include late fees in eviction proceedings but fail to disclose that the rental arrears for which they are suing contain those late fees (which in New York are not recoverable in a summary eviction proceeding). Additionally, some landlords charge late fees every month where a tenant receives a subsidy that covers the full rent but makes two payments per month; such charges are illegal, but landlords can get away with the practice when tenants lack legal representation.

Various advocates also noted other problematic practices. A New York advocate emphasized that landlords charge late fees on late fees. In other words, if a tenant is late in paying rent one month the landlord charges a late fee, and until the tenant pays that fee—even if thereafter they pay the rent timely—the landlord continues to charge a late fee each month because the tenant’s ledger still carries a balance. A Maryland advocate noted that landlords may charge late fees when the voucher portion of the rent is late, or even when the landlord failed to apply the voucher payment. A Montana advocate commented that landlords

continue to charge daily late payments even when there is a dispute about the lateness.

C. Utilities-Related Fees

73% of survey respondents reported observing utility-related fees. These respondents came from 22 states (AL, AR, AZ, CA, CO, DC, FL, GA, IN, LA, MD, MN, MT, NE, NM, NY, OH, SC, TX, UT, VA, and WA).

Some advocates emphasized that overcharging was common, as were processing, administrative, and service fees. Various advocates emphasized that fee payments went to third-party companies. Some advocates also stated that landlords fail to delineate what various utility-related charges are for.

- **Alaska.** An advocate reported fees of \$25 per month.
- **California.** An advocate commented that tenants must pay fees for group billing, most commonly to Conservice. Another advocate commented that corporate landlords in particular charge something called “ratio utility billing system” (RUBS) contract fees, which are onerous and impossible for the tenant to investigate or challenge.
- **Florida.** An advocate stated that these fees are usually \$3 to \$5 per month for something related to utility reading or payments. The advocate noted that the fee seems to be something the utility billing provider adds on for the “privilege” of the tenant being sent a utility bill. These fees are especially prevalent in multi-family housing that is not sub-metered and uses an alternative billing method, though the advocate has also seen these fees in sub-metered multi-family housing as well.
- **Georgia.** One advocate indicated that these fees range from \$7 to \$50 per month. A second advocate emphasized that tenants must pay billing charges for each utility in addition to the actual usage. A third advocate stated that overcharging utilities as part of monthly rent is extremely common in their state despite a specific state law prohibiting water overcharges. A fourth advocate stated that one local landlord has separate monthly charges for water, which seem to far exceed what the landlord pays to the county.
- **Maryland.** One advocate noted that many landlords charge a processing fee for payment of the utilities. A second advocate reported that there has been a shift from all or some utilities being included in the rent to ratio billing systems, often with a third-party billing company involved. Bills can fluctuate wildly and be redundant; YES Energy Management and Conservice are frequent sources of complaints. A third advocate reported that landlords charge water bills without proof that the tenants owe them, with some landlords diverting rent payments to pay water bills, which results in a continuing cycle of late rent and begets more late fees.

- **Minnesota.** One advocate said that some landlords create private utilities—they buy from the actual utility, but bill tenants separately and charge monthly fees. A second advocate noted that landlords commonly hire outside companies to calculate “shared meter” fees for large rental complexes and that tenants typically end up paying \$3 to \$7 per month for somebody to compile a bill for them. A third advocate commented that the statute controlling how owners can bill for utilities in single-meter residential buildings is either ignored or improperly implemented, resulting in renters overpaying.
- **Montana.** An advocate stated that landlords require tenants to pay utilities through a third party that charges a fee per payment.
- **Nebraska.** An advocate reported that landlords charge for metering and distributing bills for shared services like water and sewer.
- **New Mexico.** An advocate commented that landlords charge illegal administration fees.
- **New York.** One advocate described heat monitoring fees and water fees.
- **Ohio.** Two advocates stated that tenants are required to pay for utilities for common areas. Three other advocates mentioned that tenants must pay fees for generated utility bills or utility-specific process/administrative fees. Another advocate reported seeing excessive charges for utilities, charges for utilities not in the lease, and charges for past tenants’ utility bills. An additional advocate commented that utilities-related fees are just reflected as “utilities” on the ledgers, with no delineation and noted that they see late charges for utilities rolled into these fees. Similarly, another advocate noted that some landlords use submetering companies and are not clearly showing how utility bills are calculated.
- **South Carolina.** One advocate reported that many landlords, especially large landlords, contract with a third party (e.g., Conservice) to meter the tenants’ utilities and bill them. These third parties charge a setup fee and a monthly service fee of around \$5; tenants cannot avoid these fees because a mandatory utility addendum requires them to use the service and allows the service fee to go up. The same advocate stated that they frequently see landlords and the third-party companies bill for a split of the utilities among the whole complex, which results in splits that seem unreasonable and bills that are higher than what a tenant’s independent usage would be.
- **Texas.** An advocate reported that the utilities fees are disproportionately higher than the utilities.
- **Washington.** One advocate reported that some landlords put the bill in their own name, then charge a surcharge for the service of putting the paper

bill in an envelope and sending it to the tenant. Another advocate described administrative fees, monthly billing fees, and monthly service fees.

D. Processing or Administrative Fees

68% of survey respondents reported observing processing or administrative fees. These respondents came from 22 states (AL, AR, AZ, CA, CO, DC, FL, GA, IN, LA, MD, MN, MT, NE, NM, NY, OH, SC, TX, UT, VA, and WA).

Many advocates reported that these fees—the purposes of which are not always clear—are increasingly common. For example, a Colorado advocate stated that they have seen administrative fees of \$12 to \$25 in most leases they have reviewed. And an advocate in Minnesota said that one-time administrative fees of \$250 or higher are a growing issue in their state, with at least 10% of written leases having a fee of this type in place at the signing of the lease.

These are often one-time fees, but not always. For example, the same Minnesota advocate cited in the previous paragraph added that they are starting to see an increase in monthly administrative fees that are usually around \$10 per month. A second Minnesota advocate similarly stated that housing providers charge monthly administrative fees for unspecified management tasks in amounts ranging from \$10 to \$20. Similarly, a Georgia advocate stated that these fees are often a monthly charge above the rent that are usually 10% of the rent amount.

1. Landlords often fail to explain the purpose of these fees charge unspecified or unexplained administrative processing fees

Advocates in many states, including Colorado, Georgia, Minnesota, Montana, New York, and Ohio reported that landlords often charge unspecified or unexplained administrative processing fees. For example, a Montana advocate commented that these fees often appear random and unconnected to the actual cost of doing anything. An advocate from Colorado similarly noted that it is unknown what these fees are for and why they are not included in the rent. And an Ohio advocate stated they see items listed as “online payment fees” or simply “administrative fees.”

Sometimes advocates had some sense of what these fees are for. For example, one Ohio advocate described these as fees charged for the processing of payments, notices, filings, and more. A second Ohio advocate stated that sometimes these fees are charged at the beginning of the lease, sometimes for providing copies of the lease or community rules or to use a tenant portal. A Nebraska advocate stated that landlords started charging administrative fees for cooperating with the Emergency Rental Assistance Program.

2. Some landlords charge administrative fees for applications on top of application fees and/or other charges or at the beginning of the tenancy

A Utah advocate stated that administrative fees are paired with the rental application fee; for example, a landlord might charge \$80 for the rental application and \$50 for processing/administrative. Similarly, a Louisiana advocate reported that applicants must frequently pay a “processing fee” related to an application of around \$150 on top of the security deposit and application fee. And a Georgia advocate emphasized that this fee is in addition to the application fee and noted that one landlord charges a \$175 move-in fee that it does not explain. An Arkansas advocate also explained that many landlords charge \$25 to \$100 in “admin fees” for applications (this appears to be on top of rental application fees). A South Carolina advocate described seeing an additional \$10 to \$15 in processing fees on an application.

A Washington advocate commented that landlords charge one-time administrative fees of several hundred dollars at the time the tenancy starts. A Nebraska advocate similarly reported that landlords usually charge these fees after an application has been accepted and the lease has been signed.

E. Convenience Fees

60% of survey respondents reported observing convenience fees. These respondents came from 23 states (AK, AL, AR, AZ, CA, CO, DC, FL, GA, IN, LA, MD, MN, MT, NE, NM, NY, OH, SC, TX, UT, VA, and WA).

A growing number of housing providers charge “convenience” fees when tenants pay their rent. Some housing providers no longer accept payment in person or by check, meaning that tenants have to pay their rent online. An Ohio advocate, for example, commented that most landlords have stopped accepting in-person payments or penalize the tenant for using them. One Texas advocate reported a \$15 in-person rent payment fee, and another Texas advocate explained that there are fees for paying in forms other than the online portals.

Advocates in many states, including California, Georgia, Indiana, Maryland, Montana, New York, Ohio, and Virginia, reported convenience fees where online payment was mandatory. Although they did not specify whether online payment was mandatory, advocates in New Mexico, Utah, and Washington also noted that online payments come with extra fees.

Some advocates specifically commented that tenants must now pay rent through third-party companies that charge fees. For example, an Ohio advocate explained that landlords use third party companies to accept rent and that a fee is charged along with each rental payment. A Utah advocate similarly reported

that landlords are requiring payment through RealPage, which charges \$1.95 for echeck.

Advocates from many states reported that tenants could pay rent through a variety of methods, but that they incurred fees regardless of the method chosen. For example, one Ohio advocate reported that landlords sometimes charge fees for every type of payment allowed and that those fees range from \$2 to \$20. A Washington advocate similarly reported seeing fees for paying by cash, check, and mail, as well as fees for using an online system. One New York advocate reported that tenants must pay a fee for paying with a credit or debit card, while another New York advocate stated that tenants must pay a fee for paying rent in person. A California advocate noted that fees are imposed for online or phone payments. A South Carolina advocate commented that some housing providers allow tenants to pay at 7/11 or Walmart locations, but that fees are imposed for that as well.

Advocates in many states, including Alaska, Ohio, and South Carolina, reported credit card transaction fees. (Such fees might be legitimate if they only cover the cost of the interchange/merchant fees, unless there is no other way to pay rent except by credit or debit card, or any fee-free method.²²)

A New York advocate commented that landlords assess fees for paying in multiple installments; this is particularly an issue for tenants who pay by money order and may not be able to purchase a single money order for the full rent amount.

F. Insurance Fees

59% of survey respondents reported observing insurance fees. These respondents came from 20 states (AL, AR, AZ, CA, CO, FL, GA, IN, LA, MD, MN, MT, NE, NM, NY, OH, SC, TX, VA, and WA).

Advocates reported a number of issues with insurance fees.²³ For example, some advocates explained that tenants must get insurance for the landlord and may not understand that the insurance does not cover the renter. Others noted that the tenant may be required to have insurance for the landlord even if the lease does not specifically require this. Some advocates reported that tenants must get insurance for themselves on top of insurance for the landlords. Some also stated that landlords charge fees for not having insurance for the tenants or the landlord. Others emphasized that the tenant must use the insurance company the landlord chooses.²⁴ Another issue that advocates raised is that misunderstandings arise concerning reporting requirements and paperwork.

- **Arkansas.** An advocate stated that tenants must have landlord-approved renter's insurance or a fee will be charged.

- **California.** An advocate reported that tenants in some corporate-run properties have no choice—they must pay monthly fees for “renter’s insurance” under the lease terms.
- **Colorado.** An advocate reported seeing leases where, if a person does not have renter’s insurance, the landlord will charge a fee for their own insurance on top of a penalty fee to the tenant for not separately procuring their own insurance. This advocate also noted that they have seen penalty fees assessed when tenants get their own insurance rather than using the landlord’s insurance.
- **Florida.** An advocate noted that landlords charge tenants a fee if they do not provide their own rental insurance.
- **Georgia.** An advocate stated that landlords frequently require tenants to purchase insurance products that only cover the landlord, not the tenant. The tenant will then also need to find and pay for their own separate renter’s insurance. The same advocate also noted that LeaseLock (separately discussed in Section J) is a player in this space. Another advocate reported that landlords tell tenants that they must get renter’s insurance, but what they really mean is that the tenant must take out a policy to cover their liability to the landlord (more like landlord’s insurance) and that the landlord must be listed as a beneficiary on the policy. If the tenant does not get the insurance, they must pay monthly penalties—the advocate reported seeing up to \$75 per month.
- **Louisiana.** An advocate reported that they frequently see tenants paying a monthly \$14 “liability insurance” fee due to a form addendum in the National Apartments Association form lease. The tenant does not appear to have any ability to choose their own insurance coverage—it is simply an added monthly fee.
- **Maryland.** An advocate commented that occasionally, if a tenant does not purchase renter’s insurance and add management to the policy, a fee is imposed.
- **Minnesota.** An advocate noted that most landlords that require tenants to get insurance require that the landlord be named as one of the insured parties. Another advocate stated that landlords not only require proof of renter’s insurance, but also that the tenant purchases renter’s insurance that the landlord has chosen. This prevents the tenant from shopping for rates they can best afford.
- **Missouri.** An advocate similarly reported seeing an uptick in landlords that demand that tenants purchase “so-called” renter’s insurance, which actually protects the landlord from liability more than the tenant.

- **Montana.** An advocate stated that insurance fees include both force placed insurance and a penalty fee for failure to provide proof of insurance or renewal despite insurance actually being in place. Another advocate noted that landlords impose rental insurance on tenants if they do not have their own and impose a monthly charge.
- **Nebraska.** An advocate stated that landlords charge an insurance fee if tenants do not have their own renter's insurance. The same advocate noted that tenants have to prove that they have renter's insurance and there can be mix-ups with the paperwork.
- **New York.** An advocate stated that landlords charge a monthly fee even when the tenant provides a "rental ins. cert."
- **Ohio.** One advocate explained that if a tenant does not have insurance, the landlord charges the tenant a fee for insurance, but noted that it is not clear that the landlord actually purchases insurance. A second advocate reported seeing insurance fees even though the tenant has purchased renter's insurance. A third advocate noted that these fees are sometimes required by the lease, usually in the case of a corporate landlord. In contrast, another advocate reported that these fees are often absent from the lease.
- **South Carolina.** An advocate stated that some housing providers charge an administrative fee to make sure the tenant has insurance without actually checking to ensure that the tenant has insurance.
- **Texas.** An advocate reported that landlords charge fees if the tenant does not have renter's insurance. Another advocate reported that they had a client who had the required insurance but because he did not understand he had to email it to the landlord, he was charged \$10 per month and actually received an eviction due to the late fees on the insurance fees (not the actual rent).
- **Washington.** An advocate stated that tenants have to pay landlord's insurance and have to have renter's insurance.

G. Notice Fees

56% of survey respondents reported observing notice fees. These respondents came from 18 states (AL, AR, AZ, CA, CO, FL, GA, IL, MD, MN, MT, NE, NY, OH, TX, UT, VA, and WA).

Some advocates emphasized that these fees are simply for printing and posting notices. The fees can be steep, particularly given the simplicity of this function. For example, a Utah advocate stated that landlords charge these fees—which are typically \$50— for printing out a piece of paper and taping it to a tenant's door. A

Washington advocate similarly noted that a landlord can print unlimited numbers of notices, so charging a fee after printing is basically printing money for a landlord.

Some advocates commented that corporate landlords and large inventory owners typically charge these fees. For example, a Minnesota advocate noted that this is a newly developing fee in their state that mostly out-of-state large inventory owners charge.

Various advocates, including advocates from California, Colorado, Ohio, Texas, and Washington reported that landlords charge fees for notices to vacate and eviction-related notices and paperwork. For example, an Ohio advocate said they most often see these fees for eviction filing notices. Another Ohio advocate noted that they see fees for three-day notices to vacate. A Colorado advocate reported that landlords regularly charge a fee for posting a Demand for Rent or Possession (which is potential eviction paperwork) on a tenant's door. At least two California advocates stated that they routinely see these fees added to ledgers when the landlords issue an alleged "tenant-caused notice" (e.g., a pay/quit or perform/quit notice).

Advocates in Alaska, Nebraska, New York, Texas, and Washington commented that landlords charge fees for late payment and nonpayment notices. For example, an Alaska advocate reported \$5 fees for late payment notices. A New York advocate stated that tenants incur significant legal fees for late rent notices even though the landlord did not commence legal action. An Illinois advocate reported that landlords charge \$15 to put up a 5-day notice.

Advocates in states such as Ohio reported other types of notice fees, including notices of rent increases, maintenance notices, and pest control notices.

Advocates reported that landlords may charge notice fees even if the notice is invalid or unsubstantiated. For example, a Florida advocate stated that landlords charge fees for issuing a notice even if the notice is bad or unsubstantiated. A Montana advocate reported that landlords generally charge \$35 per notice even if the notice is not valid. A California advocate commented that landlords charge these fees—which are becoming more common— even when the notice is legally invalid. This California advocate noted that property management companies have not responded to their advocacy to remove invalid fees.

Some landlords charge fees for legally required notices. For example, a Virginia advocate reported that some landlords charge an extra "administrative fee" when providing the pre-lawsuit notice required by law. Similarly, a Maryland advocate stated that landlords charge \$3 to \$5 for newly required failure-to-pay rent notices.

H. New Fees Charged by Corporate or Private Landlords Who Purchased the Building

41% of survey respondents reported observing new fees charged by corporate or private landlords who purchased the building. These respondents came from 16 states (AK, AL, AR, AZ, CA, CO, FL, GA, MD, MN, NE, NY, OH, SC, TX, and WA).

When new corporate or private landlords purchase a property, they often impose many new fees.²⁵ For example, a Minnesota advocate stated that anytime a new corporate landlord purchases a property, they add many extraneous fees. Similarly, a California advocate reported that when there are management or ownership changes and new leases are pushed onto existing tenants, the new leases almost always include additional fees. A Maryland advocate noted that tenants report that even though they have existing leases, new corporate landlords try to implement fees and change the lease before the existing lease expires. A Texas advocate commented that corporate landlords impose extreme increases in fees to create turnover.

The newly imposed fees include administrative, convenience, payment portal, billing and account, utility and other fees. For example, a Georgia advocate explained that every time a landlord is replaced with a larger corporate landlord, the tenants get new charges on their bill for items like “service fee,” “community management fee,” and “valet trash.” One Ohio advocate stated that they once saw a \$349 “new admin fee.” A California advocate stated that corporate landlords’ leases require tenants to pay a certain amount for sewer in water in addition to gas and electricity. A New York advocate described how when one corporate landlord took over a property that was formerly public housing it began charging a parking fee but failed to provide accessible parking spots.

A Florida advocate reported that tenants received the following from their housing provider: “All JWB residents are enrolled in the Resident Benefits Package (RBP) for \$30/month which includes HVAC air filter delivery (for applicable properties), credit building to help boost your credit score with timely rent payments, \$1M Identity Protection, utility concierge service making utility connection a breeze during your move-in, our best-in-class resident rewards program, and much more!”

I. High Risk Fees

25% of survey respondents reported observing high risk fees. These respondents came from 13 states (AZ, CO, FL, GA, LA, MN, MT, NE, NY, OH, SC, TX, and WA).

Housing providers typically charge fees to tenants deemed “high risk” due to “insufficient” rental history, an eviction record, a low credit score, a criminal record, or other “adverse” information in a tenant screening report. Tenant

screening companies may make this determination for housing providers.²⁶ A Maryland advocate noted that these fees may not always be disclosed. A Georgia advocate similarly explained that most landlords do not explain to the tenant why they're being charged these fees, which are nonrefundable and have become very common in low-income neighborhoods and often replace a traditional security deposit. A Nebraska advocate stated that landlords ask tenants considered "high risk" to pay higher rent or an upfront fee.

These fees can be steep. For example, one New York advocate's clients reported being asked to pre-pay up to a full year of rent based on a low credit score. A Texas advocate stated that landlords require two or three months' rent as a security deposit due to a low credit score.

Advocates from various states, including Minnesota, Montana, South Carolina, and Washington, reported that these fees take the form of double or triple security deposits. A South Carolina advocate commented that some housing providers charge a double or triple deposit for "high risk tenants" or take an extra nonrefundable deposit; in one instance, the housing provider charged an additional \$15 per month for the duration of the lease.

J. Charges in Lieu of a Security Deposit

24% of survey respondents reported observing charges in lieu of a security deposit. These respondents came from 13 states (CA, CO, FL, GA, IL, LA, MD, MN, NE, OH, SC, TX, and WA).

Advocates from various states reported that landlords charge fees instead of a security deposit that are seemingly designed to avoid laws governing security deposits. As one Washington advocate explained, these fees mean that a tenant does not receive a deposit back at the end of tenancy. A Georgia advocate reported that these charges, which are often \$500 or more, are very common and are imposed to avoid liability under the state's security deposit law. A Minnesota advocate commented that these additional fees equal double security deposits for "people with high barriers." A South Carolina advocate stated that tenants must pay these fees, which do not seem to protect the tenant in the case of damages, on a monthly basis.

A Texas advocate stated that landlords charge a move-out deposit of \$500 in cash, which is separate from the original security deposit.

Several advocates reported that landlords use security deposit replacement products.²⁷ For example, a Florida advocate reported that landlords impose a "Lease lock type of fee"²⁸ or a nonrefundable "deposit waiver" fee. A Georgia advocate explained that although the security deposit alternative sometimes takes the form of an up-front fee, it can also be in the form of a security deposit

alternative product that the tenant must pay every month—in both circumstances, the fee is nonrefundable. A Louisiana advocate described their clients’ experience with a security deposit alternative product called Jetty Residential Tenant Bond:

We have seen several apartment complexes owned by a common developer in the New Orleans area utilizing a service called “Jetty Residential Tenant Bond,” in which the tenant pays a non-refundable “premium” (which is more like a monthly fee) that ensures coverage for the landlord in the event that the tenant owes unpaid rent or other damages at move-out. This makes it very difficult for tenants to contest the many junk fees that are included in their final move-out statements, as the landlord submits the statement to Jetty for reimbursement (who seemingly does not conduct any review of the charges). Jetty subrogates its claim and pursues the tenant for the money that it paid out to the property, and the property may still claim the tenant owes money over and above the amount that was paid by Jetty. Jetty also retains any premiums paid by tenants who do not owe the property at move-out, which is the exact opposite of what would happen if the property accepted a “traditional” security deposit rather than the bond product. We believe this practice is an attempt to get around the requirements of Louisiana’s Security Deposit Law (La. R.S. § 9:3251). To make matters worse, we have seen multiple instances where the property reports the entire balance to collections (through a third-party collections agency), despite having been paid a portion of the alleged balance by Jetty.

K. Check Cashing Fees

21% of survey respondents reported observing check cashing fees. These respondents came from 11 states (AL, CA, CO, FL, GA, LA, MN, NY, OH, SC, and TX).

Some landlords impose fees when the tenant pays rent via check. An Ohio advocate explained that in some cases, paying by check is the only way to pay, but the tenant is still forced to pay the fee. A New York advocate reported that tenants must pay a fee for paying rent by check rather than through the online portal. Similarly, a Louisiana advocate reported seeing an \$8 “check scan” fee added to a tenant’s balance. One Minnesota advocate stated that some landlords require tenants to pay more if they pay rent via check. An Arkansas advocate noted that these fees can be as high as 10%.

L. Fees to Report Rental Payment Information to the Credit Bureaus

7% of survey respondents reported observing fees to report information to credit bureaus. These respondents came from 4 states (CA, GA, OH, and SC).

Some housing providers charge tenants a mandatory monthly fee to send their rental payment information to the credit bureaus.²⁹ A Georgia advocate explained that many landlords automatically sign renters up for monthly credit reporting—usually for \$9.95 per month—and then require the tenant to opt-out in writing if they do not want the service. Landlords bury this notice in the lease so tenants do not see it. An Ohio advocate noted that some corporate landlords have made this fee mandatory.

M. Other Fees

In addition to the fees that the survey specifically asked about, 61% of respondents, from 19 states (AR, CA, CO, FL, GA, IN, LA, MD, MN, MO, MT, NE, NM, NY, OH, PA, SC, TX, and WA), affirmatively detailed how landlords often charge various other fees, including the ones described below. Because we did not specifically ask survey respondents about these fees, it is possible that advocates in other states may have observed them as well.

1. Pet fees or pet rent

Advocates from Colorado, Ohio, Utah, and Washington reported that landlords now charge nonrefundable pet fees or pet rent. For example, two Colorado advocates noted that landlords regularly charge fees for pets, with one commenting that they frequently see a nonrefundable fee of around \$400. A Washington advocate similarly commented that pet fees are a big issue, with landlords routinely charging a nonrefundable deposit of around \$500 and/or monthly pet rent. A Utah advocate also reported seeing “pet rent” of \$25 to \$50 per month in addition to pet application fees of \$200 to \$300. An Ohio advocate described seeing tenants being charged an unauthorized pet fee despite giving the landlord proper notice or the pet being properly registered as an emotional support animal.

2. Trash fees

Advocates from Georgia, New York, and South Carolina reported seeing trash fees. An advocate from South Carolina stated that landlords charge fees for the dumpster plus fees for trash collection.

3. Valet trash fees

Advocates from Colorado, Georgia, Utah, and South Carolina specifically mentioned valet trash fees, which landlords typically charge in addition to other trash fees. For example, a Utah advocate stated that landlords charge \$35 to \$55 per month for mandatory “concierge trash service.” A South Carolina advocate emphasized that they rarely see people who would opt to use valet

trash and, moreover, the service often does not exist in practice. A Colorado advocate stated that landlords charge these fees in buildings with trash chutes on every floor.

4. Pest control fees

Advocates from Georgia, Utah, South Carolina, and Washington commented about pest control fees. A Utah advocate stated that landlords have started charging pest control fees at nearly all apartments in one city. A Washington advocate reported seeing a monthly fee to subsidize the landlord for pest control.

5. Technology package/internet and cable-related fees

Advocates from Georgia and Maryland reported technology packages or internet and cable-related fees. A Georgia advocate commented that mandatory technology fees are becoming very common, with some tenants paying \$100 per month for a service they did not know was mandatory. Several tenants told this advocate that their landlord did not inform them about the service or how to take advantage of it and, as a result they procured their own internet and cable service and were essentially charged double. A Maryland advocate reported seeing new fees for internet, cable, and other pre-existing amenities and services.

6. Fees to “hold” an apartment

Advocates from California, Maryland, and New York specifically mentioned “holding” fees—fees that prevent the landlord from renting the unit to somebody else. A New York advocate commented that this holding fee is in addition to the security deposit and first month’s rent. One Maryland advocate reported that holding fees can be \$200 or more, and some apartment complexes take months to refund tenants, even if their application was denied. Another Maryland advocate reported that nonrefundable holding fees are excessive because the time between application and denial is often just a few hours or days. A California advocate described a recent situation where the landlord had already signed a Housing Assistance Payments (HAP) Contract with the housing authority, but refused to sign the lease until the tenant agreed to a “non-refundable deposit” to hold the unit.

7. Fees to rent month-to-month instead of on an annual basis

Advocates from Georgia, Illinois, Minnesota, Ohio and Washington reported that landlords charge month-to-month fees. For example, an Illinois advocate reported seeing a month-to-month fee of \$1000, on top of rent, each month. One Washington advocate commented that month-to-month fees have been

particularly bad, with landlords charging a high fee for a tenant who does not renew a 12-month or similarly long lease; these fees can be around 25% of the total rent charged. Another Washington advocate described a fee charged to a tenant for not signing a new lease and a much higher rate for a month-to-month tenant. A Minnesota advocate stated that monthly rent paid for a month-to-month lease—which is much higher than monthly rent on a year-long lease—was described to the tenant as a “convenience fee.”

Three advocates from Ohio similarly reported that landlords charge month-to-month fees where the tenant does not renew the annual lease, sometimes even when no annual lease is offered. One advocate from this state stated that these fees can be \$100 per month.

A Georgia advocate explained that during the pandemic, many landlords refused to renew leases, and after the initial lease expired, tenants were converted to month-to-month status, with many landlords charging hundreds of dollars in month-to-month fees. Some landlords used these fees to double the rent. The advocate noted that Georgia courts are looking closely at excessive late fees, but that landlords find they can effectively sneak month-to-month fees into court judgments by claiming those fees are part of the rent.

8. Court costs and attorney’s fees

Advocates from many states, including California, Colorado, Georgia, Maryland, New Mexico, New York, Ohio, Texas, South Carolina, and Washington, described how landlords charge court costs and/or attorney’s fees in connection with eviction actions—sometimes immediately upon filing—or even for threatened eviction actions.

A Texas advocate mentioned seeing \$73.25 eviction fees plus court costs due at the time the landlord files the eviction action. Similarly, a Colorado advocate stated that landlords have been almost uniformly charging court and attorney’s fees as soon as they file an eviction case in court (which the advocate believes is contrary to a state statute, though some judges have allowed it). Two Ohio advocates reported the same practice: that landlords often demand attorney’s fees if an eviction is filed—or when notice is posted (one advocate noted that practice is illegal). The fees range from \$300 up to \$600. A New Mexico advocate reported that apartment managers sometimes charge an estimated court filing fee on non-rent cases (for more than the actual cost), which is not included in the lease agreement. Although the New Mexico statute allows the prevailing party to collect fees and costs, managers assess these charges prior to even attending a hearing.

A Maryland advocate noted that landlords charge court costs even when the landlord does not file the eviction case because the tenant pays the past due rent. Similarly, a California advocate noted that a landlord charged the cost of their legal fees to file an unlawful detainer action that was dismissed immediately because the tenant had complied with the relevant notice requirement.

Advocates in Georgia and Washington reported that landlords passed the cost of their attorneys on to their tenants. A Georgia advocate noted that landlords charge the tenant the “legal fee” that the landlord’s attorney charges to go to court or the fee to file an eviction case. Similarly, a Washington advocate stated that landlords charge fees for the landlord to consult with their attorney.

Advocates in various states, including Arkansas, Ohio, Virginia, and Washington, mentioned these fees in conjunction with notice fees (discussed in Section G above). For example, an Arkansas advocate stated that notice fees often get rolled into court costs and attorney’s fees. Similarly, an Ohio advocate commented that most landlords roll notice fees, which range from \$25 to \$35, into “court costs.” A Virginia advocate reported that some landlords add attorney’s fees when providing the legally required pre-lawsuit notice.

9. Common area and amenity-related fees

Advocates from Colorado, New York, and Washington reported seeing fees related to common areas and amenities. For example, a Washington advocate stated that landlords charge extra fees to access a community space such as a pool/clubhouse and fees to access laundry rooms (or have in-unit laundry). A Colorado advocate reported seeing common area maintenance fees, but noted that they do not know what makes up those fees. A New York advocate mentioned laundry charges. That advocate also described a situation where a landlord had assessed charges for damage to the common area years in the past. The tenant denied causing the damage and although the landlord failed to provide any substantiation for the charges, they applied earmarked rent payments to the damage fees and then claimed rent arrears.

10. Roommate and guest-related fees

A Washington advocate stated that landlords charge fees for guests that stay for longer than a certain period of time. A New York advocate noted that a landlord’s attorney admitted that his client routinely double-charges regulated rent if they believe a tenant has a roommate.

11. Cleaning and repair fees

Some advocates reported nonrefundable fees for cleaning and related move-in or move-out services. For example, a California advocate stated that landlords charge an up-front cleaning fee. A Washington advocate similarly reported that landlords charge nonrefundable fees for cleaning and carpet shampooing. Additionally, an Ohio advocate reported that landlords charge flat fees and excessive fees for cleaning and repairs after a tenant moves out in order to keep security deposits.

12. Maintenance fees

A Florida advocate commented that some leases impose charges for each maintenance request. A Minnesota advocate reported that leases require renters to pay \$25 to \$35 per month to a utility company program that provides maintenance to furnaces and appliances that the landlord owns.

13. Inspection fees

A Washington advocate reported that landlords charge tenants for semiannual inspections that the landlord performs.

14. Mail sorting fees

A Texas advocate reported seeing a \$4.50 mail sorting fee.

15. Fees charged each January

Two Minnesota advocates reported seeing a “January fee”—a fee charged in January for seemingly no reason. One of the advocates noted that one management company had this fee, which was for \$100, for many years, but that they have since changed it to a \$12 monthly fee.

IV. CONCLUSION AND RECOMMENDATIONS

Junk fees charged to renters and rental housing applicants make securing and maintaining rental housing even more difficult for rent-burdened households. To help ensure renters' future ability to secure safe and affordable housing by keeping unfair debt collection items off of their credit reports, both the states and the FTC could take action. The FTC could:

1. Investigate corporate and large landlords that impose unavoidable and exploitative junk fees for potentially deceptive or unconscionable practices, including fees that:
 - Are excessive in amount or greater than the cost to the landlord of a service.
 - Pay for services not ultimately provided (e.g., valet trash).
 - Charge for services that the landlord is legally obligated to provide as part of renting a habitable premises (e.g., pest fees, fees to maintain the furnace to provide heat, etc.).
 - Prevent competition, such as requiring use of a certain insurer or cable/internet provider.
 - Violate the common law doctrine against liquidated damages (e.g., penalty fees, lease termination fees that do not consider whether a landlord was able to mitigate by re-renting to a new tenant).
 - Are prohibited by state or local law.
2. Work with the CFPB to investigate and bring enforcement actions against debt collectors that engage in collection practices that violate the Fair Debt Collection Practices Act in their collection of rental debt, which may include junk fees.³⁰
3. Develop guidance or rules that prevent the imposition of unavoidable and exploitation junk fees, such as the fees described above in recommendation number 1. Work with the CFPB to develop guidance or rules under the Fair Debt Collection Practices Act stating that it is an unfair debt collection practice to collect such fees.
4. Develop guidance or rules to mandate that online platforms for rental advertisements, such as Zillow or Apartments.com, require disclosure of all fees—including fees charged before and after signing a lease—for a rental.
5. Work with the CFPB and HUD to study and address the disproportionate impact of these practices on renters and rental applicants of color.

States could:

1. Limit housing providers to charging only certain fees in addition to the stated amount of rent, which would be:

- Security deposit
- Modest late fee no more than the cost of the late payment to the housing provider.
- 2. Ban application fees or adopt strict limits (e.g., limited to approved applications or the actual cost of a tenant screening report obtained by the housing provider)
- 3. Ban fees that:
 - Are excessive in amount or greater than the landlord's cost for a service.
 - Pay for services not ultimately provided (e.g., pest fees, valet trash).
 - Prevent competition, such as requiring use of a certain cable/ internet provider.
 - Violate the common law doctrine against liquidated damages (e.g., penalty fees, lease termination fees that do not consider whether a landlord was able to mitigate by re-renting to a new tenant).

In early March 2023, HUD Secretary Marcia Fudge issued a letter calling on housing providers and state and local governments to adopt policies to limit junk fees in rental housing.³¹

APPENDIX 1

EXAMPLE OF LEASE EXCERPT AND LEDGER WITH JUNK FEES



Concierge Services Summary

- Package Access System

When available, a 24/7 delivery and access system fee will be included in your rent. The rent will be increased by **\$5.00 per month** effective immediately upon availability of the system, and becomes part of your new monthly rent payment. See addendum for applicable rules and regulations, incorporated herein and in your lease document by reference.

- Resident Protection Insurance

You are required to maintain at all times renter's insurance for your protection and ours. If for any reason your policy cancels and/or expires, you understand that your account will be billed **\$75.00** for a violation fee.

- Concierge Trash Service

Your community provides a concierge trash removal service at an additional cost of **\$25.00 per month**, which is added to and incorporated in your monthly rental payment. See addendum for applicable rules and regulations, incorporated herein and in your lease document by reference.

- Technology Package

When available, you will be required to obtain enhanced WiFi/Cable services from the master provider at a monthly cost of **\$99.00**, which is added to and incorporated in your monthly rental payment. You are also allowed by law to obtain additional service of your choice, through the master provider and at your own expense.

DocuSigned by: [Redacted]	10/15/2021	DocuSigned by: [Redacted]	10/15/2021
Resident Signature	Date	Agent for Owner Signature	Date

Resident Signature _____ Date _____

Resident Signature _____ Date _____

Resident Signature _____ Date _____

INSURANCE ADDENDUM
(Liability Insurance Required)

This Addendum ("Addendum") is dated and effective as of the date on the Apartment Lease Contract ("Lease") to which this addendum is attached and made a part of the Lease. As in the Lease, the resident(s) is/are referred to as "you" and the landlord is referred to as "us" or "we".

Renter's Insurance: You covenant and agree to purchase liability insurance a/k/a Renters Insurance (HO-4) on or before the commencement date of the Lease from an insurance carrier admitted in the state of GA. Your Liability insurance shall insure you and your guest(s), invitee(s), agent(s), and or any other person at the apartment community associated with you, on an occurrence basis as opposed to a claim made basis, against any liability occasioned by acts on or about the premises and/or any appurtenances to the premises. Such policy shall be written by an acceptable carrier with personal liability coverage limit of **\$300,000.00**. You will provide us with evidence on or before signing the Lease that the policy is sufficient, paid for and active. Furthermore, this Liability insurance policy shall name us as an additional insured and provide that we must be notified in writing not later than thirty (30) days in advance of cancellation of and/or modification(s) to the policy. You shall be responsible for renewing the liability policy not less than thirty (30) days prior to the expiration date of the policy, and must furnish the certificate and receipted invoice of payment to us. Failure by you to keep this policy current and active during the term of the Lease and any extension or renewal thereof shall be considered a material breach of the Lease and thus grounds for termination of the Lease. Termination of the Lease shall in no way relieve you of any outstanding liabilities and obligations owed to us and such liabilities and obligations shall survive any termination of the Lease under these recited conditions and/or otherwise.

You agree to pay **\$75.00** per month as a violation fee, in addition to all other charges under the Lease in the event your renter's insurance policy is cancelled at any time(s) during lease term.

This charge does not protect you and/or any occupant(s) and/or guest(s) and/or invitee(s) against personal loss or damage to your or their personal property and/or belongings. Only a separate renters' insurance policy binder purchased by you may do this. You acknowledge that insurance maintained by Lessor does not protect against loss or damage to your personal property or belongings, and does not cover your liability to us for loss or damage to the dwelling unit or otherwise at and around the apartment community caused by your actions and/or the actions of any of your occupant(s) and/or any guest(s) and/or invitee(s) and/or occupant(s) of your apartment and/or otherwise. You also acknowledge that you shall be liable to others, including, if applicable, us, for loss or damage caused by the negligent and/or intentional actions of you and/or your occupant(s) and/or guest(s) and/or invitee(s).


This Addendum is an integral and material part of the Lease. This Addendum may not be altered or amended in any way except in a writing signed by both you and us. By signing this Addendum, you acknowledge that you have read this Addendum fully and agree to all terms and provisions set forth herein.

The terms and provisions of this Addendum shall supersede anything to the contrary in the Lease and/or any other addendum to the Lease.


The terms and provisions of this Addendum shall not be construed more strongly against you or us regardless of who is more responsible for its preparation.

Nothing contained herein is intended nor shall it be construed to limit the liability of you, your occupant(s), guest(s) and/or invitee(s) to us, or otherwise limit our remedies against you and/or your occupant(s), guest(s), and/or invitee(s) for any breach of the Lease. Accordingly, you shall be responsible for all damage sustained by us, our agent(s), including, without limitation Robbins employee(s) and representative(s) and/or any others associated with us, caused by the negligent and/or intentional actions of you and/or your occupant(s) and/or guest(s) and/or invitee(s) and/or by any breach of the Lease.

Resident or Residents (all sign below)



DocuSigned by:



Owners(s) Representative (signing on behalf of owner(s))

PACKAGE ACCEPTANCE ADDENDUM

This Addendum ("Addendum") is dated and effective as of the date on the Apartment Lease Contract ("Lease") to which this addendum is attached and made a part of the Lease. As in the Lease the resident(s) is/are referred to as "you" and the landlord is referred to as "us" or "we".

For this system, you accept a monthly charge of 5.00 /month

You acknowledge that: Please initial the following:

- A secure package locker system is available on site. This system will accept packages on your behalf and send you notification of receipt. This system accepts packages from most carriers except USPS (United States Postal Service). We do not accept packages at the office.
- We do not sign for package deliveries. If a package delivery requires a signature, it is up to you to coordinate delivery with the carrier.
- Packages will be stored in the locker for up to 48 hours. You must retrieve package(s) from the locker within 48 hours (2 days) to avoid being charged a N/A daily fee. If any package is not retrieved in the designated time, you hereby grant us the right to return the package to the sender at your sole expense and charge as well as charge the daily fee to your account. Large or bulky packages will not be accepted. You will need to coordinate delivery or pickup of such package(s) with the carrier. We accept no liability for damage of packages or goods contained in the packages. We do not accept COD (Cash on Delivery) packages, parcels, or envelopes of any type.
- You hereby acknowledge and agree that we have no responsibility to notify you of the receipt by us of any package(s). It is your sole responsibility to instruct the delivering entity to notify you of any delivery. You assume all risks associated with authorizing us to accept packages on your behalf and agree that we are not responsible in any way whatsoever for any lost, misplaced, stolen and/or damaged package(s) and/or other items so delivered to us.
- In accordance with the foregoing, you hereby agree to indemnify, defend, and hold harmless us, our principal(s), agent(s) (including, without limitation, **Cavalier at 100** our joint and respective representatives, employees, directors, officers, members, partners and all associated with us from any and all damages and liability, including, without limitation, attorney fees, that may result from us accepting delivery of any package(s) on your behalf. Carriers must always attempt to deliver packages to your apartment as the office will not accept or sign for your packages.
- We do not accept liability or responsibility for any package(s), even if the carrier shows a delivery signature. If a package is lost or not delivered, it is your responsibility to work with the carrier to resolve the delivery issue. You assume all risk of loss with regard to the delivery of any package(s) to the community.

By signing below you acknowledge that you have read the foregoing and fully understand that we have shall have no liability associated in any way whatsoever with the convenience we offer you herein.

Resident or Residents (all sign below)

<p>DocuSigned by:  _____ Resident Signature</p>	<p>DocuSigned by:  _____ Agent for Owner Signature</p>
Date	10/15/2021 Date
_____ Resident Signature	_____ Date
_____ Resident Signature	_____ Date
_____ Resident Signature	_____ Date

CREDIT REPORTING ADDENDUM:

DISCLOSURE OF RESIDENT'S FINANCIAL RESPONSIBILITY RENTPLUS CHARGES

Upon execution of this addendum, Resident shall be enrolled in RentPlus, a credit reporting and financial tool that reports the timeliness and completeness of Resident's rent and other payments due under the Rental Agreement and this addendum. After a 30-day trial period of RentPlus services Resident will be charged a financial services fee of \$8.95 per month. In the event that there are multiple signers of this addendum, each signer will be separately enrolled in RentPlus for a combined fee of \$14.95 per month. Resident may opt out of RentPlus at any time, for any or no reason, by logging in at my.rentplus.com/login and clicking on Account Settings, or by sending written notice of termination to RentPlus at RentPlus, 91 East 700 South, Logan UT 84332 – Attn: RentPlus Service Change. Resident's enrollment in RentPlus shall be subject to the terms and conditions of use that can be found at www.rentplus.com/terms-of-use.html. The RentPlus services and fees may be altered, changed, terminated or otherwise modified by Rent Plus with thirty (30) days' advance notice to Resident. Resident(s) hereby acknowledge that Owner will provide the above described payment information to RentPlus and that Resident(s) will be enrolled in RentPlus.

Resident(s)' Signature _____

Community Staff Signature _____

Designed by:
[Redacted]

Designed by:
[Redacted]
BREVARD/BALES

Apt # 02206

Addendum for Technology Package

This Addendum ("Addendum") is dated and effective as of the date on the Apartment Lease Contract ("Lease") to which this addendum is attached and made a part of the Lease. As in the Lease, the resident(s) is/are referred to as "you" and the landlord is referred to as "us" or "we".

In order to facilitate immediate and continuous internet access and related services, your apartment is pre-equipped with a technology amenity package (hereinafter collectively referred to as "services"). The services commence immediately upon you taking occupancy of your apartment, without any need for any additional paperwork or other inconvenience to you. The charge for the technology package is \$99.00 per calendar month, payable to us in advance on the first day of each calendar month during the term of the Lease and any extension thereof. This charge is in addition to base rent and other amounts payable by you to us as set forth in the Lease and/or any other addendum to the Lease. Where applicable by law, this charge is hereby deemed additional rent for purpose of the Lease.

You may not alter and/or remove from the apartment any of the equipment and/or related paraphernalia associated with the services. You are responsible to us for damage to, loss of, or the non-return of any such equipment and/or related paraphernalia.

We may change the television programming availability and Internet speed at any time provided that such change is made for all residents at the apartment community.

You acknowledge that we may, upon thirty (30) days written notice to you, terminate any or all of the services and adjust the additional rental we charge you for the services accordingly. Should our monthly costs for any of these services increase during the Lease term, you agree that we may, upon thirty (30) days written notice to you, increase the amount that you are required to pay to us for the services.

You understand that we may disconnect this service for non-payment of the service and/or the rent. In the event we disconnect the service, a reconnection fee of \$50.00 will be assessed.

This Addendum is an integral and material part of the Lease. This Addendum may not be altered or amended in any way except in a writing signed by both you and us. By signing this Addendum, you acknowledge that you have read this Addendum fully and agree to all terms and provisions set forth herein.

The terms and provisions of this Addendum shall supersede anything to the contrary in the Lease and/or any addendum to the Lease.

The terms and provisions of this Addendum shall not be construed more strongly against you or us regardless of who is more responsible for its preparation.

Resident or Residents (all sign below)

Owners(s) Representative (signing on behalf of owner(s))

DocuSigned by:
[Redacted Signature]
Resident Signature

DocuSigned by:
[Redacted Signature]
Agent for Owner Signature

10/15/2021

Date

Resident Signature

Resident Signature

Resident Signature

Cavalier at 100
Resident ledger - as of Property date: 03/16/2022

Unit	Date	Period	Ctrf#	Code	Description	Doc#	*	Charges	Credits	Balance
02206	03/04/2022			LATEFEE	March late fees			\$150.00		\$10171.11
02206	03/01/2022	032022		RENTINS	Renters Insurance Charges			\$75.00		\$10021.11
02206	03/01/2022	032022		RENT	Rent			\$1570.00		\$9946.11
02206	03/01/2022	032022		PESTCTRL	Pest Control			\$10.00		\$8376.11
02206	03/01/2022	032022		VALET	Valet Trash			\$25.00		\$8366.11
02206	03/01/2022	032022		WATER/SEWER	Water/Sewer Charge			\$70.00		\$8341.11
02206	03/01/2022	032022		CABLE	Technology Package Charges			\$99.00		\$8271.11
02206	03/01/2022	032022		TRASH	Trash Removal			\$10.00		\$8172.11
02206	03/01/2022	032022		PACKAGE	Package Locker Fee			\$5.00		\$8162.11
02206	02/28/2022	032022		CREDITRPT	RentPlus Credit Reporting - 01/01/22- 4044502282202022124 01/31/22			\$8.95		\$8157.11
02206	02/04/2022			LATEFEE	February late fees			\$150.00		\$8148.16
02206	02/01/2022	022022		RENTINS	Renters Insurance Charges			\$75.00		\$7998.16
02206	02/01/2022	022022		RENT	Rent			\$1570.00		\$7923.16
02206	02/01/2022	022022		PESTCTRL	Pest Control			\$10.00		\$6353.16
02206	02/01/2022	022022		VALET	Valet Trash			\$25.00		\$6343.16
02206	02/01/2022	022022		WATER/SEWER	Water/Sewer Charge			\$70.00		\$6318.16
02206	02/01/2022	022022		CABLE	Technology Package Charges			\$99.00		\$6248.16
02206	02/01/2022	022022		TRASH	Trash Removal			\$10.00		\$6149.16
02206	02/01/2022	022022		PACKAGE	Package Locker Fee			\$5.00		\$6139.16
02206	01/28/2022	022022		CREDITRPT	RentPlus Credit Reporting - 12/01/21- 4044501282202084124 12/31/21			\$8.95		\$6134.16
02206	01/04/2022			LATEFEE	January late fees			\$150.00		\$6125.21
02206	01/01/2022	012022		RENTINS	Renters Insurance Charges			\$75.00		\$5975.21
02206	01/01/2022	012022		RENT	Rent			\$1570.00		\$5900.21
02206	01/01/2022	012022		PESTCTRL	Pest Control			\$10.00		\$4330.21
02206	01/01/2022	012022		VALET	Valet Trash			\$25.00		\$4320.21
02206	01/01/2022	012022		WATER/SEWER	Water/Sewer Charge			\$70.00		\$4295.21
02206	01/01/2022	012022		CABLE	Technology Package Charges			\$99.00		\$4225.21
02206	01/01/2022	012022		TRASH	Trash Removal			\$10.00		\$4126.21
02206	01/01/2022	012022		PACKAGE	Package Locker Fee			\$5.00		\$4116.21
02206	12/28/2021	012022		CREDITRPT	RentPlus Credit Reporting - 11/01/21-4044512282102084322 11/30/21			\$8.95		\$4111.21
02206	12/04/2021			LATEFEE	December late fees			\$150.00		\$4102.26
02206	12/01/2021	122021		RENTINS	Renters Insurance Charges			\$75.00		\$3952.26
02206	12/01/2021	122021		RENT	Rent			\$1570.00		\$3877.26
02206	12/01/2021	122021		PESTCTRL	Pest Control			\$10.00		\$2307.26
02206	12/01/2021	122021		VALET	Valet Trash			\$25.00		\$2297.26
02206	12/01/2021	122021		WATER/SEWER	Water/Sewer Charge			\$70.00		\$2272.26
02206	12/01/2021	122021		CABLE	Technology Package Charges			\$99.00		\$2202.26
02206	12/01/2021	122021		TRASH	Trash Removal			\$10.00		\$2103.26
02206	12/01/2021	122021		PACKAGE	Package Locker Fee			\$5.00		\$2093.26
02206	11/24/2021	122021		ATTRNY	Attorney Or Legal Charges - [REDACTED]			\$300.00		\$2088.26
02206	11/15/2021	112021		RENT	Rent			\$837.33		\$1788.26
02206	11/15/2021	112021		PESTCTRL	Pest Control			\$5.33		\$950.93
02206	11/15/2021	112021		TRASH	Trash Removal			\$5.33		\$945.60
								Balance		\$10,171.11

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Unit	Date	Period	Ctrl#	Code	Description	Doc#	*	Charges	Credits	Balance
02206	11/15/2021	112021		VALET	Valet Trash			\$13.33		\$940.27
02206	11/15/2021	112021		WATER/SEWER	Water/Sewer Charge			\$37.33		\$926.94
02206	11/15/2021	112021		CABLE	Technology Package Charges			\$52.80		\$889.61
02206	11/15/2021	112021		PACKAGE	Package Locker Fee			\$2.67		\$836.81
02206	11/04/2021			LATEFEE	November late fees			\$150.00		\$834.14
02206	11/01/2021	112021		RENT	Rent			\$637.00		\$684.14
02206	11/01/2021	112021		PESTCTRL	Pest Control			\$3.27		\$47.14
02206	11/01/2021	112021		WATER/SEWER	Water/Sewer Charge			\$26.60		\$43.87
02206	11/01/2021	112021		VALET	Valet Trash			\$11.67		\$17.27
02206	11/01/2021	112021		TRASH	Trash Removal			\$3.27		\$5.60
02206	11/01/2021	112021		PACKAGE	Package Locker Fee			\$2.33		\$2.33
02206	10/10/2021	102021	445	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	S1F0QZ1NLA2			\$1616.00	\$0.00
02206	10/04/2021			LATEFEE	October late fees			\$150.00		\$1616.00
02206	10/01/2021	102021		RENT	Rent			\$1365.00		\$1466.00
02206	10/01/2021	102021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	10/01/2021	102021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	10/01/2021	102021		VALET	Valet Trash			\$25.00		\$37.00
02206	10/01/2021	102021		TRASH	Trash Removal			\$7.00		\$12.00
02206	10/01/2021	102021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	09/03/2021	092021	418	PMTOPACH	WelcomeHome ACH payment -- [REDACTED]	GFPK3LYMLA4			\$1466.00	\$0.00
02206	09/01/2021	092021		RENT	Rent			\$1365.00		\$1466.00
02206	09/01/2021	092021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	09/01/2021	092021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	09/01/2021	092021		VALET	Valet Trash			\$25.00		\$37.00
02206	09/01/2021	092021		TRASH	Trash Removal			\$7.00		\$12.00
02206	09/01/2021	092021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	08/03/2021	082021	417	PMTOPACH	WelcomeHome ACH payment -- [REDACTED]	D4D6J5VMLA5			\$1466.00	\$0.00
02206	08/01/2021	082021		RENT	Rent			\$1365.00		\$1466.00
02206	08/01/2021	082021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	08/01/2021	082021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	08/01/2021	082021		VALET	Valet Trash			\$25.00		\$37.00
02206	08/01/2021	082021		TRASH	Trash Removal			\$7.00		\$12.00
02206	08/01/2021	082021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	07/01/2021	072021		RENT	Rent			\$1365.00		\$0.00
02206	07/01/2021	072021		PESTCTRL	Pest Control			\$7.00		-\$1365.00
02206	07/01/2021	072021		WATER/SEWER	Water/Sewer Charge			\$57.00		-\$1372.00
02206	07/01/2021	072021		VALET	Valet Trash			\$25.00		-\$1429.00
02206	07/01/2021	072021		TRASH	Trash Removal			\$7.00		-\$1454.00
02206	07/01/2021	072021		PACKAGE	Package Locker Fee			\$5.00		-\$1461.00
02206	06/15/2021	062021	448	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	M89Q0SQMMA1			\$1466.00	-\$1466.00
02206	06/01/2021	062021	431	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	CFX3J1NMLA8			\$1466.00	\$0.00
02206	06/01/2021	062021		RENT	Rent			\$1365.00		\$1466.00
02206	06/01/2021	062021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	06/01/2021	062021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	06/01/2021	062021		VALET	Valet Trash			\$25.00		\$37.00
02206	06/01/2021	062021		TRASH	Trash Removal			\$7.00		\$12.00
02206	06/01/2021	062021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	05/02/2021	052021	418	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	B47V00LMLA7			\$1466.00	\$0.00
									Balance	\$10,171.11

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Unit	Date	Period	Ctrl#	Code	Description	Doc#	*	Charges	Credits	Balance
02206	05/01/2021	052021		RENT	Rent			\$1365.00		\$1466.00
02206	05/01/2021	052021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	05/01/2021	052021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	05/01/2021	052021		VALET	Valet Trash			\$25.00		\$37.00
02206	05/01/2021	052021		TRASH	Trash Removal			\$7.00		\$12.00
02206	05/01/2021	052021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	04/01/2021	042021		RENT	Rent			\$1365.00		\$0.00
02206	04/01/2021	042021		PESTCTRL	Pest Control			\$7.00		-\$1365.00
02206	04/01/2021	042021		WATER/SEWER	Water/Sewer Charge			\$57.00		-\$1372.00
02206	04/01/2021	042021		VALET	Valet Trash			\$25.00		-\$1429.00
02206	04/01/2021	042021		TRASH	Trash Removal			\$7.00		-\$1454.00
02206	04/01/2021	042021		PACKAGE	Package Locker Fee			\$5.00		-\$1461.00
02206	03/15/2021	032021	445	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	D6844WCMLA5			\$1466.00	\$-1466.00
02206	03/01/2021	032021	412	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	057F1WCMLA4			\$1466.00	\$0.00
02206	03/01/2021	032021		RENT	Rent			\$1365.00		\$1466.00
02206	03/01/2021	032021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	03/01/2021	032021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	03/01/2021	032021		VALET	Valet Trash			\$25.00		\$37.00
02206	03/01/2021	032021		TRASH	Trash Removal			\$7.00		\$12.00
02206	03/01/2021	032021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	02/03/2021	022021	425	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	VRX8J49MLA2			\$1466.00	\$0.00
02206	02/01/2021	022021		RENT	Rent			\$1365.00		\$1466.00
02206	02/01/2021	022021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	02/01/2021	022021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	02/01/2021	022021		VALET	Valet Trash			\$25.00		\$37.00
02206	02/01/2021	022021		TRASH	Trash Removal			\$7.00		\$12.00
02206	02/01/2021	022021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	01/05/2021	012021	424	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	CNDGLS6MLA8			\$1616.00	\$0.00
02206	01/04/2021			LATEFEE	January late fees			\$150.00		\$1616.00
02206	01/01/2021	012021		RENT	Rent			\$1365.00		\$1466.00
02206	01/01/2021	012021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	01/01/2021	012021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	01/01/2021	012021		VALET	Valet Trash			\$25.00		\$37.00
02206	01/01/2021	012021		TRASH	Trash Removal			\$7.00		\$12.00
02206	01/01/2021	012021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	12/01/2020	122020		RENT	Rent			\$1365.00		\$0.00
02206	12/01/2020	122020		PESTCTRL	Pest Control			\$7.00		-\$1365.00
02206	12/01/2020	122020		WATER/SEWER	Water/Sewer Charge			\$57.00		-\$1372.00
02206	12/01/2020	122020		VALET	Valet Trash			\$25.00		-\$1429.00
02206	12/01/2020	122020		TRASH	Trash Removal			\$7.00		-\$1454.00
02206	12/01/2020	122020		PACKAGE	Package Locker Fee			\$5.00		-\$1461.00
02206	11/30/2020	122020	416	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	RVVZ5B2MLA7			\$21.74	-\$1466.00
02206	11/14/2020	112020		RENT	Rent			\$773.50		-\$1444.26
02206	11/14/2020	112020		APPROVAL	Approval Fee			\$200.00		-\$2217.76
02206	11/14/2020	112020		PESTCTRL	Pest Control			\$3.97		-\$2417.76
02206	11/14/2020	112020		WATER/SEWER	Water/Sewer Charge			\$32.30		-\$2421.73
02206	11/14/2020	112020		TRASH	Trash Removal			\$3.97		-\$2454.03
02206	11/14/2020	112020		VALET	Valet Trash			\$14.17		-\$2458.00
02206	11/14/2020	112020		UTILITYFEE	Utility Fee			\$25.00		-\$2472.17
02206	11/14/2020	112020		PACKAGE	Package Locker Fee			\$2.83		-\$2497.17
								Balance		\$10,171.11

https://robbinselectramanagement.onesite.realpage.com/shell_cb/genericmodals/modalsupe... 3/16/2022

Unit	Date	Period	Ctrl#	Code	Description	Doc#	*	Charges	Credits	Balance
02206	10/30/2020	112020	415	PMTOPIRD	Check Scan - [REDACTED]	20940002901			\$1000.00	\$-2500.00
02206	10/30/2020	112020	415	PMTOPIRD	Check Scan - [REDACTED]	20940002902			\$1000.00	\$-1500.00
02206	10/30/2020	112020	415	PMTOPIRD	Check Scan - [REDACTED]	20940002903			\$500.00	\$-500.00
02206	10/12/2020	102020		APPROVAL	Screening Additional Fee			\$300.00		\$0.00
02206	10/12/2020	102020		APPFEE	Online Application Fee			\$50.00		\$-300.00
02206	10/12/2020	102020		ADMINFEE	Online Admin/Move In Fee			\$175.00		\$-350.00
07407	10/12/2020	102020	442	PMTOPCARD	[REDACTED] Online Payment Fee	N8G14WWLLA1			\$300.00	\$-525.00
07407	10/12/2020	102020	442	PMTOPCARD	[REDACTED] Online Payment Fee	S6HN4WWLLA8			\$225.00	\$-225.00
								Balance		\$10,171.11

https://robbinselectramanagement.onesite.realpage.com/shell_cb/genericmodals/modalsupe... 3/16/2022

APPENDIX 2

SAFERENT® SCORE REPORT

9/9/2020	CoreLogic® Rental Property Solutions	September 9, 2020
SAFERENT® SCORE REPORT		4 : 46 PM
REPORT INFORMATION		
Transaction No:	0058747702	Performed By: ACOLE3
Performed On:	Friday August 21, 2020 / 15:12:15 EDT	Property: RW809 - The Park at Carrigan
Request ID:	R2V0X1Q1	
APPLICANT INFORMATION		
Name:	[REDACTED]	SSN: [REDACTED]
Monthly Income:	\$0	DOB: [REDACTED]
Phone:	0000000000	Email: [REDACTED]
Current Address:	[REDACTED]	Previous Address: [REDACTED]
YOUR COMMUNITY'S DECISION		
Applicant Decision: DECLINE - 292		
Decline \$300 High Risk Fee		
YOUR MANAGEMENT COMPANY ESTABLISHES CRITERIA (DECISION POINTS) APPROPRIATE FOR APPROVAL OF APPLICANTS TO YOUR COMMUNITY. QUESTIONS REGARDING THESE CRITERIA SHOULD BE DIRECTED TO YOUR MANAGEMENT COMPANY.		
SCORE ATTRIBUTE		
If improved, the following items could positively impact this applicant's score.		
** Credit		
** Application Data		
LEASE INFORMATION		
Monthly Rent:	\$912	Security Deposit: \$0
Total Income:	\$783	Lease Term: 11 Month(\$) Month(\$)
Bedrooms:		Marketing Source:
Client Reference:		Rent/Income: 100%
SafeRent® Score is designed as a useful predictor tool, but is not a guarantee of the future performance of an applicant. WARNING: A person must have permissible purpose under the Fair Credit Reporting Act (FCRA; 15 U.S.C. 1681-1681y) to obtain a consumer report. The FCRA provides that any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution, including fines and possible imprisonment. A consumer reporting agency may not prohibit users from disclosing the contents of the report directly to the consumer, however the FCRA under most instances does not require users to do so. It is recommended that users refer all consumer inquiries regarding the information contained in this report directly to CoreLogic Rental Property Solutions LLC. The Federal Trade Commission has said that consumer report users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA. More information about consumer report user's obligations is available at www.ftc.gov/credit .		
https://staging.residentscreening.net/rpn_monitoring/default.aspx?WEBACCESSESSIONID=76e381f7-67e1-4b2f-9377-f10971e89376&and=view_ra... 1/1		

APPENDIX 3

LIST OF ORGANIZATIONS SIGNED ON TO THE FTC COMMENT

These are the 39 organizations that originally signed on to the February 8, 2023 comments to the FTC that formed the basis of this report.

National Organizations

National Consumer Law Center (on behalf of its low-income clients)
Center for Digital Democracy
Consumer Action
Consumer Reports
Housing Justice Center
Liberation in a Generation
National Association of Consumer Advocates
National Housing Law Project
Public Good Law Center
Revolving Door Project
Private Equity Stakeholder Project
Unidos US

State and Local Organizations

ACLAMO (PA)
Alaska PIRG
BASTA, Inc. (CA)
California Low-Income Consume Coalition (CLICC)
Charlotte Center for Legal Advocacy (NC)
Consumer Federation of California
Economic Action Maryland
Greater Hartford Legal Aid (CT)
Greater Napa Valley Fair Housing Center (CA)
HOME Line (MN)
Indiana Legal Services, Inc.
Jacksonville Area Legal Aid (FL)
Law Center for Better Housing (IL)

Legal Aid Justice Center (VA)
Legal Aid Society of Southwest Ohio
Legal Services of Greater Miami, Inc. (FL)
Michigan Poverty Law Program
Mountain State Justice, Inc. (WV)
New Jersey Citizen Action
Oregon Consumer Justice
Peoples Law Center—Centro de Derecho de la Gente (WI)
Tzedek DC
United Tenants of Albany (NY)
Vermont Legal Aid
Virginia Poverty Law Center
Volunteer Lawyers for Justice (NJ)
William E. Morris Institute for Justice (AZ)

ENDNOTES

1. See, e.g., April Kuehnhoff, et al., Nat'l Consumer Law Ctr., [Unfair Debts With No Way Out: Consumers Share Their Experiences With Rental Debt Collectors](#) (2022).
2. Open letter from HUD Secretary Marcia Fudge to Colleagues, Housing Providers, State and Local Leaders, March 7, 2023.
3. Joint Ctr. for Hous. Studies of Harvard Univ., [America's Rental Housing](#) 26 (2020).
4. See Andrew Aurand, et al., Nat'l Low Income Hous. Coal., [The Gap: A Shortage of Affordable Homes](#) 1–2 (2021); see also Ctr. on Budget & Pol'y Priorities, [Tracking the COVID-19 Economy's Effects on Food, Housing, and Employment Hardships](#) (2021).
5. Although the increase in rent prices has slowed in recent months, rent prices still continue to grow faster than they did before the beginning of the COVID-19 pandemic. Diana Olick, [Rent growth slows to the lowest level in 18 months](#), CNBC (Nov. 17, 2022); see also Monica Potts & Holly Fuong, [Rents Are Still Higher Than Before the Pandemic—And Assistance Programs Are Drying Up](#), FiveThirtyEight (Jan. 9, 2023). The average rent increase for one- and two-bedroom apartments from 2021 to 2022 was 24.2%. Jennifer Brozic & Andrew Depietro, Credit Karma, [Average rent increase in the U.S. in 2022: A Credit Karma Study](#) (2022).
6. Press Release, U.S. Census Bureau, [More Than 19 Million Renters Burdened by Housing Costs](#) (Dec. 8, 2022) (data from 2017-2021 period).
7. See Bo McMillan & Reggie Jackson, [Corporate Landlords Profit from Segregation, at Cost of Black Homeownership and Wealth](#), Shelterforce (October 19, 2022) (“One 2022 paper from the University of California uncovered how a major profit strategy for corporate landlords has been to saddle tenants with a litany of atypical charges and fees in addition to rent hikes”).
8. Heather Vogell, [When Private Equity Becomes Your Landlord](#), ProPublica (Feb. 7, 2022).
9. See Nat'l Consumer Law Ctr., [Assisting Consumers with Rental Debt During COVID-19: Legal Aid and Non-Profit Attorneys Share Their Experiences](#) (2021).
10. TransUnion Independent Landlord Survey Insights, TransUnion SmartMove (Aug. 7, 2017).
11. See Nat'l Consumer Law Ctr., [Salt in the Wound: How Eviction Records and Back Rent Haunt Tenant Screening Reports and Credit Scores](#) (2020).
12. Nat'l Equity Atlas, [Rent Debt in America: Stabilizing Renters is Key to Equitable Recovery](#) (last visited Jan. 3, 2023).
13. See Chi Chi Wu, [Reparations, Race, and Reputation in Credit: Rethinking the Relationship Between Credit Scores and Reports with Black Communities](#), Medium (Aug. 7, 2020).
14. AiteNovarica, [Charting the Course and Steering Toward Success: The Collections Industry in 2022](#), at 5 (2022).
15. AiteNovarica, [A Transition to the Next Normal: The Collections Industry in 2021](#), at 13 (2021).
16. Aite, [A Year of Pivots, Challenges and Opportunities: The Collections Industry in 2020](#), at 13 (2021).
17. Aite, [Challenges, Trends and Innovations: The State of Third-Party Collections](#), at 10 (2019).
18. AiteNovarica, [Charting the Course and Steering Toward Success: The Collections Industry in 2022](#), at 18 (2022).
19. Not all respondents provided narrative responses about the fees they reported seeing.
20. For more on application fees, see Eric Dunn, [The Case Against Rental Application Fees](#), 30 Geo. J. on Poverty L. & Pol'y 21 (2022).
21. For centuries, the common law prohibited penalty fees or liquidated damages provisions that exceeded the cost of the transgression. Part of the reason was that over-compensatory fees create strong incentives for the receiving party (in this case, the landlord) to engage in practices that induce a breach or transgression. See Chi Chi Wu, Nat'l Consumer Law Ctr.,

[Restoring the Wisdom of the Common Law: Applying the Historical Rule Against Contractual Damages to Bank Overdraft Fees](#) (2013).

22. See Nat'l Consumer Law Ctr., *Consumer Banking and Payments Law* § 5.10.3.1 (6th ed. 2018), updated at www.nclc.org/library (discussing interchange fees).
23. LeaseLock, a “lease insurance provider,” is discussed separately in Section J.
24. Such practices are reminiscent of abuses by mortgage and auto lenders in imposing high-priced force placed insurance on borrowers. See Nat'l Consumer Law Ctr., *Mortgage Servicing and Loan Modifications* §§ 2.7, 3.6.1 (2019), updated at www.nclc.org/library; Nat'l Consumer Law Ctr., *Unfair and Deceptive Acts and Practices* § 9.5.10 (10th ed. 2021), updated at www.nclc.org/library.
25. Although many advocates commented that corporate landlords are the worst offenders when it comes to fees, one Washington advocate stated that small landlords are just as bad—they are just less organized.
26. For an example of a tenant screening company's involvement in the high-risk determination, see the Appendix to Addendum 1 (showing a SafeRent Score Report from CoreLogic Rental Property Solutions (now SafeRent Solutions LLC)).
27. For more on security deposit replacement products, see Nat'l Hous. Law Project, [Regarding Security Displacement Products](#) (2022).
28. LeaseLock is a “lease insurance provider” that “eliminates security deposits, surety bonds, cosigners and guarantors.” According to its website, LeaseLock's billing is integrated with the leasing process such that a “monthly deposit waiver fee is automatically collected along with monthly rent.” Although the tenant foots the bill—which ranges from \$16 to \$39 per month—the insurance that LeaseLock provides is payable to the landlord, not the tenant. LeaseLock, [Frequently Asked Questions](#) (last visited Jan. 4, 2023).
29. See Kelly Thompson Cochran, Colin Foos, & Michael Stegman, RenRegLab & Urban Inst., [Utility, Telecommunications, and Rental Data in Underwriting Credit app. D](#), at 99 (2021). For a discussion of the risks of this practice, see Nat'l Consumer Law Ctr., [Even the Catch-22s Come With Catch-22s: Potential Harms & Drawbacks of Rent Reporting](#) (2022).
30. See, e.g., Kuehnhoff, et al., *supra* note i.
31. [Open letter from HUD Secretary Marcia Fudge to Colleagues, Housing Providers, State and Local Leaders](#), March 7, 2023.



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