

# Kimball, Tirey & St. John LLP

## Video Doorbells for Residential Landlords

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**March 2019**

Video doorbells are new technology creating new challenges for residential landlords.

Ring, Nest and other manufacturers offer different types of video doorbells. Available features include still photographs, video, audio recording, and different types of data storage. They are installed outside a unit, typically on a wall near the front door.

There are good and bad aspects to video doorbells. The good: video doorbells can (1) increase safety and (2) reduce package thefts. The bad: (1) neighbors with privacy concerns, and (2) potential damage to the premises, depending on how the video doorbell is attached to the building.

Landlords who want to control video doorbells (to minimize the bad aspects) should review their leases. Lease language to be reviewed include provisions regarding video doorbells, cameras, security, identification of the leased premises, limiting tenant activities affecting others or in common areas, and controlling tenant alterations.

Cautious landlords may wish to add language to their leases to help manage video doorbells. These provisions may specifically identify the tenant's unit and restrict tenant activities outside of the unit, restrict tenant behavior that affects others, and restrict alterations unless approved by the landlord. The language below is sample language to specifically restrict installation of video doorbells and security cameras capturing images outside the unit:

*Resident may not install security devices (such as security cameras or video doorbells) that capture property images and sounds outside the dwelling unit without Landlord permission (which may be granted or withheld in Landlord's sole discretion).*

If a tenant requests permission to install a video doorbell, before responding a landlord may wish to (1) identify where the video doorbell is to be installed, and the area that will be recorded (video doorbells' field of view, is generally between 150 and 180 degrees), to assess whether the video doorbell may impact other residents, and (2) identify how the video doorbell will be installed (hardwired v. battery, and how it will be mounted) to assess whether installation or removal could damage the property or create landlord expense.

If permission is granted, cautious landlords will document the conditions of approval. Ideally in writing and signed by the tenants, the documentation will specify the make and model of the approved video doorbell, the location and method of installation, obligations to remove and repair when the tenant vacates, and whether an increase in the security deposit is required. It would also reserve the landlord's right to require the video doorbell to be removed before the end of the tenancy if it creates potential issues for the landlord (generally as a result of concerns about other tenants' privacy).

The same issues that apply to video doorbells also apply to other types of resident security devices with video or audio (e.g. surveillance cameras), installed outside the unit by tenants.

Kimball, Tirey & St. John LLP can assist with a video doorbell/surveillance camera lease addendum to document permission granted and conditions for approval. Kimball, Tirey & St. John LLP has two video doorbell/surveillance camera lease addenda for use with electronic devices selected and provided by residents:

- a simple lease addendum that can be used for landlord installations and removals; or simple tenant installations of battery powered video doorbells. This addendum is available for \$250.
- a complex lease addendum for more complicated hardwired installations by tenants. This type of installation is not recommended due to potential issues of electrical system problems, permit requirements, contractor licensing issues, and mechanic's liens. This addendum is available for \$350.

*Any questions regarding the content of this article can be directed to Jamie Sternberg at (800) 574-5587 or [jamie.sternberg@kts-law.com](mailto:jamie.sternberg@kts-law.com).*

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