



**HANDS ON HOMES PM**  
**Tenant Handbook**

*Rules and Regulations*

*(Addendum to your Residential Lease Agreement)*

**Hands On Homes Property Management**  
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# WELCOME

**Hands On Homes Property Management** welcomes you as a new resident.

We believe that a good landlord-resident relationship is important to your enjoyment of the home you are renting. Good communication will help make that relationship a good one.

Your home is managed by a professional team dedicated to the satisfaction of our residents and Landlords.

**Agent** is an abbreviation used in lieu of the full company name, **Hands On Homes Property Management LLC** and is used throughout this Handbook.

This handbook is Hands On Home's way of informing our residents of the vital information they need in order to enjoy their rental experience. It will serve as your guide regarding rental payment instructions, general information, emergency instructions, and more.

The Landlord has retained Hands On Homes as their Property Management Company and representative to manage the property you are renting. We are bound to certain responsibilities by legal contracts with our Landlords and with our residents. We can best serve our Customers by offering prompt service and will strive to provide you with a pleasant home.

If you have questions or concerns regarding any of the information contained in this document, contact our office. Hands On Homes is here to help you.

As residents, you also have certain responsibilities, so please familiarize yourself with the rules and regulations contained in this Resident Handbook and the rest of the Lease Agreement. This document is subject to change and will be uploaded to our website <https://handsonhomespm.com>. Tenants are responsible for checking for updates and staying informed of the most current Handbook.

*We wish you a successful and enjoyable  
tenancy in your new residence.*

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# General Information

## A. Agency Disclosure

In renting to you, we are acting as Agent for the Landlord. This means we work on behalf of the Landlord through our contract agreement with them. We cannot guarantee that the Landlord will perform his/her obligation under the lease.

## B. Agent Core Values

We are committed that our marketing material and the information on our web site accurately represents who we are, what we have accomplished, and what we do; no exaggerations.

We will hire only the best staff, consistently train them and work at moving them to the best possible position of service to Agent and our customers.

We will always treat customers, vendors and each other with courtesy, respect and professionalism.

We are committed to change — to keep up with the changing marketplace and changing technology without sacrificing the all-important priority of great customer service.

We are committed to providing our residents with a clean and safe place to live, regardless of the rent, and put their safety high on our list of priorities.

We will not tolerate unethical behavior by our staff, vendors, residents or property Landlords.

We will follow the laws (and codes of ethics) that regulate our business.

We will constantly strive to protect our Landlords from the liabilities of owning rental properties.

We strive to be leaders in the property management industry in Northern Virginia through the use of the latest technology and training.

## C. Agent Commitment

Our mission is to serve... Serve our Investors by helping them acquire properties that perform as expected; our Clients by taking care of their properties as if they were our own; our Residents by providing them with a pleasant rental experience; and our Staff by constantly training them and helping them reach their highest professional potential.

## D. Office Hours and Web Site

Hands On Homes is open during normal business hours 9:00 a.m. to 4:00 p.m. Monday through Fridays. We maintain an appointment only schedule to meet with us at our office. You can visit our web site at [www.handsonhomespm.com](http://www.handsonhomespm.com) for information and a variety of convenient services.

## E. Problem Solvers

If you have a problem that is not easily resolved, please call or email us;

[Jennifer@HandsOnHomespm.com](mailto:Jennifer@HandsOnHomespm.com) and request in your email that you would like to schedule an appointment to meet with us. We will be happy to meet with you and address any concern or dilemma you may have.

## F. Tenant Charges

A list of Tenant Charges is included in the Lease. These charges will be incurred by the Tenant for common actions that would go above and beyond the normal lease agreement, the normal activities for a Tenant, or any other actions outside of routine operations. These charges have been put in place to offset the cost and time involved needed to address each issue on behalf of the Landlord or to assist the tenant.

# Moving into the Property

## A. Acceptance of Property

By signing the lease agreement, you accepted the property in its present condition (AS-IS). No cosmetic repairs will be done after move-in unless specified in writing in the lease agreement.

## B. Mailbox Keys

If a key has not been provided, you can pick up your mailbox key at the Post Office in your area. Call the US Postal Service at (800) 275-8777 to find out which Post Office branch services your address.

## C. Move-in Report & Property Condition Checklist

Prior to or within 3 days after the lease start date, you will be provided a Move-in Report.

This report is for your review and updating. You may edit the report or use the checklist and provide either of them to our office within 5 days from receipt of it or the lease start date. By confirming the report and documenting any additionally-noted pre-existing conditions (stains, damage, etc.), you are protected from financial responsibility for them. It is used in determining charges to you for maintenance and repairs at the conclusion of your lease.



To ensure that you are not charged for any damage that exists when you take possession, it is very important that you provide us the updated report, if needed, noting discrepancies **thoroughly and with detail**. For instance, if there are window coverings that are damaged, specify whether they are drapes, curtains, or mini-blinds and what specifically is damaged.

**You are responsible for updating the Move-In Report or Property Condition Checklist within the timeline provided.** If you do not, it will be understood that there are **no additional** discrepancies.

Residents shall also report any pest problems within five (5) days of possession. Resident's failure to identify any pest infestation within five (5) days shall constitute Resident's agreement that the Premises has no infestation of any kind.

The Property Condition Checklist or edited Move-In Report is **not** a request for repairs and any defects noted will not be considered for repair simply by returning this document. If repair needs are discovered, please submit a maintenance request through your online portal with a list of all non-cosmetic repairs. Cosmetic repairs will not be considered valid.

The Landlord is not obligated to make any repair, except for those which could affect the health or safety of an ordinary resident.

## D. Move-in / Obtaining Keys

The keys will be available at the property through access to the combination lockbox provided as part of your tenancy. You or your agent will be provided the combination to the lockbox on or before 12:00pm on the lease start date, provided you have met all the required payments and submitted the required forms.

If your move-in date is after the 1<sup>st</sup> of the month, you must pay the prorated rent shown on your lease, plus the rent for the following month. For more information, see paragraph “P. Prorated Rent” in the “Paying Rent” section of this manual.

All deposits must be paid prior to move-in.

Prorated rent, first month’s rent, and pet fees and/or deposits must be paid prior to move-in.

We have provided helpful information and forms that could be useful to you in the future. All Resident Forms may be downloaded from the Agent website on the Tenant’s tab.

## E. Move-in Pictures

We take move-in pictures or video of the property’s condition.

## F. Satellite Dish / Cable Installation



You must check with the HOA before installing a satellite dish if your property is subject to a mandatory Homeowners Association. Many HOAs require you get written permission from them before you install a satellite dish. The satellite dish must be installed in a manner that complies with the HOA’s rules. Any **fin**es assessed by the HOA due to the installation of a satellite dish are the responsibility of the resident.

**Location:** Your satellite dish or antenna must be installed: (1) inside your dwelling; or (2) in an area outside your dwelling, such as a patio, back yard, etc. or other area of which you have exclusive use, per your lease. **Installation is not permitted on any roof, exterior wall, window, windowsill, or fence.**

**Removal and damages:** You must remove the satellite dish, cable, or antenna and all related equipment when you move out of the dwelling. **You must pay** for any damages and for the cost of repair and repainting which may be reasonably necessary to restore the leased premises to the same condition prior to the installation of said equipment.

## G. Utilities

As soon as your application is approved, contact your utility companies and have them schedule your utilities to be turned on for the day you take possession of the property. If you fail to make said arrangements, we may withhold the lockbox code and/or you may be in the property without utilities for a few days before they are turned on. Agent



charges tenants a **\$250 fee** each month utilities continue to be paid by the Landlord due to failure to set up a tenant account plus a 10% administrative fee.

Of course, residents are responsible for the cost of all utility and cable services, unless otherwise specified in your lease.

## Getting to Know Your Residence

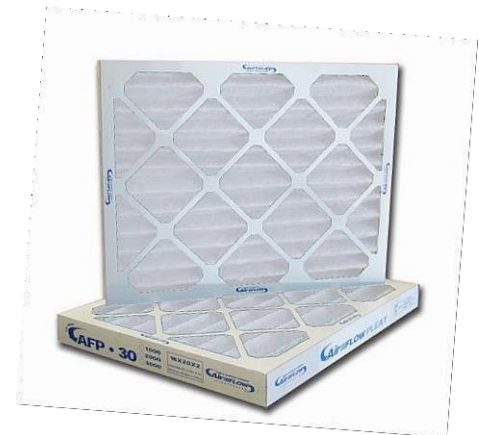
### A. If the Power Goes Out

- Check the breaker box for switches tripped off and reset them to the 'on' position.
- In the kitchen, bathrooms, patio, or garage check the GFI plug, (Ground Fault Interrupter). Resetting a circuit breaker or GFI will usually restore the electricity to the plug. (Sometimes a garage GFI will affect a bathroom/kitchen outlet—**CHECK ALL THE HOME'S GFI OUTLETS THAT THEY ARE FUNCTIONAL BEFORE REPORTING AN OUTLET ISN'T WORKING.** If a repairman finds that they just have to flip a switch, tenant will be responsible for the service call.)
- If circuit breakers keep tripping, the circuits are probably being overloaded with appliances (microwave, toaster, curling irons, blow dryers, etc.).

### B. Location of HVAC Filters

At move-in, familiarize yourself with the location of the HVAC filter, which must be replaced at least every 3 months, in accordance with your lease.

If there is not a new HVAC filter in place, contact the office.



### C. Water and Electricity Loss

Residents are required by the lease agreement to know the location and operation of the main water cut-off valve and all electric breaker switches; and how to switch them off, as needed to mitigate any potential damage to the property.

You can purchase a key to operate the water cut-off valve on the water meter at any major hardware store.

Take the time to know or locate the:

- Main electrical circuit breaker in the event power goes out (usually in the garage).
- Gas shut off valve— turn off during emergencies/disasters for safety
- GFI (Ground Fault Interrupter) plug(s)—so you can check ALL of them if your plugs or appliances in the bathroom, kitchen, patio or garage fail to work
- Electric and/or gas meters to check your utility bills
- The main water shutoff valve in case of a plumbing leak
- Water shutoff valves below the sinks and behind toilets or panels in case of leaks
- Time bake knobs on the oven – when left on, will cause oven to be inoperable
- HVAC shut off switch – sometimes looks like a regular light switch

**Before Reporting an Electrical Outage:** Check if the whole area in your neighborhood is without power. If the power is only out in your house, check the circuit breaker box, all GFI in bathrooms, kitchens, laundry room, and garage and reset the breakers- flip them hard to the OFF position and then hard to the ON position. Replace any blown fuses. If this doesn't solve the problem, call the local Power Company. Did you pay your utility bill?

If any appliance or system (HVAC/Water Heater) is not working, turn it off and back on using the circuit breakers to see if that resets it **before** submitting a maintenance request. If a repairman comes out just to flip a switch, the tenant will pay the trip fee.

## Paying Rent

### A. Bounced Check or Declined Online Payment

1. If we get a check returned for insufficient funds (NSF), or an online payment is declined:
2. Your account is charged an NSF fee.
3. If the NSF payment was for rent, your account is charged a Late Fee.
4. You will then have 24 hours, after notification, to pay all rent and charges to avoid eviction. If still unpaid after 24 hours, you will be served with a Notice (an eviction notice demanding that you pay immediately).
5. Agent will then no longer accept E-checks as payment for your property.
6. All future payments must be made by Cashier's Check or Money Order.
7. All personal checks will be returned to you, which may cause your rent to be considered late, and you to be charged a Late Fee.
8. This policy applies to all roommates and all payments for the property.



There are no exceptions to the above-described policy.

### B. Collection of Late Charges, Fees and Repairs

Our policy is to enforce your lease agreement and apply your rent payments to any outstanding balances first, then rent. **Any** unpaid balance will cause you to be delinquent on your rent. When this occurs, we must proceed with our standard collection action by delivering you a Notice, which becomes an additional expense.

To prevent these additional expenses, please pay all your non-rent charges in a timely manner.

### C. Credit Cards

You may use a credit/debit card to pay rent, late fees, dispossessing fees, NSF charges or maintenance charge-backs and the Security Deposit. You will incur a 3% processing fee.

## D. Credit Reporting

Agent reports to the credit bureaus any failure to pay.

Protect Your Rental and Credit History because one day you will move out of the property, and likely, you will either rent or purchase a home. In either case, you will need good rental references and a good credit score. Avoid late rent payments, care for the property, and move out properly so we have the pleasure of being able to provide a good reference when we are asked about you.

## E. Electronic Monthly Fixed Payments

Agent offers a [Rent payment system through 'Hemlane'](#).

You can pay your rent directly to Agent Homes Property Management from your Checking or Savings account Online.

### Benefits

- Pay your bill anytime (24/7).
- Check your balance online.
- Control when and how much you pay.
- Use it occasionally.
- Set-up automatic payments.
- Sign up for automatic reminder emails.
- Easy access to view your payment history.
- You can stop payments at any time.

**Security.** Online payments are more secure than mailing a check. Your information is password protected and all transactions are both encrypted and securely transmitted. In addition, you receive email notification that your payment has been made. We automatically activate your online payment account as part of the leasing process.

**[How do the online payments work?](#)** It normally takes 3 business days for an ACH payment to be processed to your Agent account. It is important to consider these processing times in order for your payment to be on time.

## F. Eviction Notice In Lieu of Late Notice

Residents may not receive a late notice or a phone call if their rent is late.

If rent is unpaid after the 5<sup>th</sup> day of the month, Agent will begin eviction (Notice) proceedings. Once eviction has started, after another 5 days if the rent and all outstanding charges are still unpaid, our attorney will proceed with filing through the local court system. Personal checks will not be accepted for late payments. They must be paid with certified funds or online. All payments will be applied to the oldest charges first. Upon departure, any unpaid late fees or administrative charges will be deducted from the security deposit.

If the Landlord or Agent must appear in Court, the resident will incur all the associated fees, such as court cost, attorney fees, etc. Agent collection policies conform to industry standards. Should Agent be involved in a court appearance due to the failure of the Tenant to fulfill any of the terms of this lease, Tenant agrees to pay Agent \$500 for each court appearance. This payment may be in the form of an award by the Judge, withheld from the security deposit, or in cash.

## G. Last Month's Rent

Rent is due every month, including your last month. You are not allowed to use the Security Deposit to pay your rent.

## H. Late Fees

We encourage you to pay the rent by the 1st to avoid paying any late fees.

### Why did I get a late charge if my rent isn't late?

- All payments are applied to any outstanding balance and fees **first**.
- Rent is **always** paid last.
- If you have an outstanding balance, you will still have rent due after your payment has been applied.
- The late fee is charged on any outstanding rent balance.
- Pay your account in full each month or you will be charged a late fee each month that you have a balance due.

**Do you ever make an exception to this policy?** We must treat every resident fairly and the only way to do that is to enforce the rules the same way for everyone. Exceptions are not made for any reason.

## I. No Cash

For insurance reasons, we have a "NO CASH" policy for everyone.

## J. Paying at the Office

We do not accept payments at our office.

## K. Payment Due Date

Rent is due, on or before the 1st of every month, regardless of the date you moved in. Agent's **Zero Tolerance** policy is that the rent must be paid on time and we will not waive or negotiate late fees. Per Virginia law, late fees will be assessed if payment is not received by 5pm on the 5<sup>th</sup> day of the month, either 10% of the rent or 10% of remaining balance whichever is less. No exceptions, even if the 5<sup>th</sup> day is a Sunday or a Holiday. A \$100 administrative fee will also be incurred.

Therefore, we encourage you to pay timely, so that you don't pay late fees and ruin your good credit.

## L. Payment Options

1. Pay on-line using your **Hemlane** Tenant Portal. Electronic payments are fastest, safest, and easiest method available, so we encourage electronic payments.
2. If you don't have a social security or EIN number, then you will need to send ACH payments to Agent's bank account directly. We will provide that information for those few exceptions.
3. **We accept only one rental payment monthly.** If there are multiple payments

made, you should include the \$10 processing fee per additional payment.

## M. Payment Record

You may view your payment ledger through your tenant portal for payment history and to check for any money due.

## N. Personal Checks

Personal checks are not an acceptable form of payment.

## O. Pro-rated Rent

Rent is always due on the 1st of every month, regardless of when you move in or when your lease term begins. Upon execution of the lease the first full month of rent is due along with the security deposit and any pet fees and pet rent. The prorated rent is due 2 business days prior to the lease start date.

## P. Using the Mail

You may mail your rent to the Agent (with advance notification). However, if received after the 5th of the month, late fees will be assessed. It is the resident's responsibility to confirm rent payment has been received and applied to your account.

# Property Maintenance

## A. After-Hours Maintenance Charges

Our contractors expect additional compensation for working weekends, holidays or after normal business hours. Unless it is an emergency, when you schedule after-hours maintenance, you will be responsible to pay the after-hours premium charges. They have families just like you, and prefer not to be working evenings, weekends and holidays. So, if you require a special appointment time with a repairman and it results in the repairman billing us an extra fee, you will be charged that amount which exceeds the regular service fee.



## B. Emergency Maintenance 24/7

Our repairs team at Hemlane provides repairs coordination for **ALL** maintenance & emergencies.

**IMPORTANT!!!** Identify emergency repairs from those which are not. You will be charged for the service call if you leave messages on our service line that are not considered emergencies. We define an emergency as anything that threatens the health of the occupants or destruction of the property like flood, fire, sewer back up, burst water pipes, burst water heater, etc. For emergencies requiring police/fire/ambulance, call '911' first, then notify our office at 703-241-2360 or 571-344-9483. For emergencies requiring a contractor, call the Hemlane emergency line at **415-417-1656 #4**. **Please put it in your phone.**

All after hour callers, please leave your name, address, and phone number. Your call will be returned as soon as possible.

### Emergency Defined



An emergency is anything relating to the property under lease, that is threatening to life, health, or the property.

### 1. Emergency Examples

Fire, flood (water heater, HVAC included), sewage back up, broken water pipes. If the emergency is life-threatening, call 911 immediately! (Control an active water leak or flooding by shutting off the supply valves, if it's HVAC condensate drain, turn off the HVAC.) Some other examples are loss of heat when temperatures are below 50 degrees, loss of cool air when temperatures are above 90 degrees, damage to structure caused by fallen tree.

### 2. The Following are NOT Emergencies

Broken air conditioning IS NOT generally an emergency. Refrigerator out, locking yourself out of the house, power or gas off, oven not working, the heating out, water heater out, broken windows and doors, toilet or plumbing stoppage, broken appliances (Agent is not liable for loss of food caused by appliance break down).

### 3. Warning!!!

If you claim you have an emergency and one does not truly exist, you will be charged back the service charge for the contractor/service representative responding to the call. Crying wolf will cost you money. Do not call-in an emergency unless it is truly an emergency. You will also be charged a trip fee if you do not keep an appointment with any contractor.

## C. How to Submit a Work Order Request

Because we put such a high priority on keeping the property in good condition for the enjoyment of the resident, we make it easy to request maintenance via your Tenant Portal.

As per your lease, all requests for routine and non-emergency maintenance **must be made in writing via your portal**, providing your name, daytime and evening telephone numbers, address and specific problem or repair. Your requests will be handled in the order that they are submitted.

Non-emergency repairs are done during normal business hours (9:00 a.m. to 5:00 p.m., Monday through Friday).

**Remember**, maintenance personnel will not make an immediate appointment for non-emergencies. We know that repairs are an inconvenience and promise to address them diligently. We appreciate your patience and cooperation.

**Maintenance Priorities** are determined, and there are target completion times for each. Please use the following categories as guidelines.

### Categories of Priority

#### Category 1: Emergency Maintenance

Emergency defined: Anything relating to the property under the lease that is threatening to life, health, or the property. Fire (call 911), flood, sewage back-ups, gas odors (please call gas company), broken water pipes, tree falling on house. **Target:** 5 to 8 hours

**Note:** during peak seasonal months, target response times for heat and air may be subject to delays due to contractor overload.



The following are not emergencies:

Refrigerator not cooling, locking yourself out of the house, power or gas off, A/C inoperable and the property has two (2) A/C units, oven not working, no hot water, etc. These issues may be inconvenient, uncomfortable, and aggravating, but they are not emergencies. Agent nor Landlord is not liable for loss of food caused by appliance breakdown or for damaged belongings due to water leaks. Please make sure that you have adequate renter's insurance with water damage coverage to cover unforeseen personal losses.

### **Category 2: Urgent Maintenance**

Broken windows, plumbing repairs (not clogged toilets, see notes below), loose railings, wobbly decks, electrical problems, etc.

**Target:** 2-4 business day service

### **Category 3: Normal Maintenance**

Appliance repairs, garage repairs, leaky faucets, etc.

**Target:** 4-8 business day service

### **Category 4: Non-Essential Maintenance**

Fence repair. **Target:** 15-20 business day service



## **D. Maintenance Personnel**

Maintenance personnel are not employees of our company, consequently we do not control their work hours. Please advise us if a repairman does not arrive, or if the work is not completed in a professional and satisfactory manner.

Your participation and notification in the maintenance process is expected. If you do not provide us notice of maintenance issues via your portal, we cannot help get them resolved.

## **E. Resident Damages / Maintenance Chargebacks**

Repair for damage caused by your neglect, abuse or misuse will be charged back to you in full. We will rely on the servicing contractor to tell us what caused the problem.

A few examples of misuse include, clogged plumbing or sewage ejector pump failure due to items flushed down the toilet (any sort of wipes, Q-Tips, feminine hygiene products such as sanitary napkins/tampons, condoms, toys, brushes, diapers, napkins, paper towels, toilet paper cardboard rolls [yes, this has actually happened], ANY personal items) or a jammed garbage disposal. The plumbing repair cost will be your responsibility and you should do everything you can to handle these issues yourself. Unless the contractor indicates it was not caused by you (i.e. roots in system, pipe collapsed, septic tank backup), we assume the problem was caused by misuse, and not by a defect of the property. Clogged plumbing is your responsibility.

Damages caused by abuse or misuse will always be charged to you.

### **Maintenance Chargebacks**

If the contractor we send to the property tells us the need for maintenance is due to your negligence, abuse, or something easily remedied like a GFI switch or circuit breaker tripped, or garbage disposal not re-set, you will be billed for it. Failure to pay the bill will result in an outstanding balance on your account, which will need to be paid with your next rental payment, or sooner.

## **F. Resident's Maintenance Responsibilities**

**The resident is required to promptly notify Agent of all needed repairs.**

Failure to inform Agent of water leaks or any condition that result in damage to the property will cause resident to be held liable for the cost of repair of subsequent and related damage!

Telephone notification is **only** acceptable in cases of danger to persons or property. Written notification is required for all non-emergency repairs, by the lease agreement.

Renting a house is not like renting an apartment. The Agent does not have a maintenance handyman living in your neighborhood to run to the property and fix things immediately. There are some items that you can take care of yourself such as clogged garbage disposals, GFI switches that need to be reset and minor items. **Before submitting a work order, always turn the unit on and off to see if it resets. Try to stop leaks by turning off the unit that is leaking, turn off the water valve that runs to it or turn off the main water line.**

It is your responsibility to cooperate by allowing the landlord's repairman in the property for scheduled maintenance and repairs. Be sure to contact the repairman at least a day before, if you are unable to keep your scheduled appointment; failure to do so will mean a charge to you.

Agent will bill you for the vendor trip charge if you have agreed to an appointment with a vendor but failed to open the house for them at the scheduled time.

If there is still a problem after a recent repair has been completed (within 30 days), call us. Our vendors guarantee their work within a certain period of time. If you fail to report this problem or that it wasn't fixed properly, and it causes further damage, you may be responsible for its cost and extra trip fees.

Damages caused by abuse or misuse will be charged to you. We will rely on the servicing contractor to tell us if you caused the problem.

Monitoring of security systems is not handled by Agent or the Landlord. You will need to make your own arrangements to set up service in your name.

#### **Inform Agent of any and all:**

- Signs of mold in the property
- Toilet & faucet leaks and any plumbing backup
- Electrical problems
- Heating & A/C problems (FIRST CHECK IF MODE is set correctly, fresh HVAC filter, fresh thermostat batteries, turning unit/breakers off/on)
- Inoperative/faulty/expired smoke detectors (if fresh batteries don't fix the problem)
- Faulty appliances (those included in Rental Agreement)
- Roof leaks
- Gas leak (call Washington Gas first)
- Broken windows & doors
- Unsafe, unhealthy or dangerous conditions
- Evidence of termite or wood ant infestation

## **G. Resident Renovations or Repairs**

If you call a repairman, we **cannot** reimburse you. As per your rental agreement/lease, residents may not do any repair or alterations. If you want to make a special request to do any customizing, renovation or repair to the property:



- Submit your request in writing **before** making any changes.
- Do not proceed with any work until you are notified by Agent.
- Agent will ask the Landlord and determine if the request is acceptable.
- Sign Agent's **lease addendum** regarding the alteration/repair and pay associated fee.
- Agent may be required to obtain an estimate for restoration of the renovation.
- Pay an additional security deposit equivalent to the estimate for the restoration of the renovation.

If the request is accepted, you must do one of the following prior to returning the keys after you move out.

**Either:** Leave the alterations (if this is part of the Landlord's condition of acceptance of alteration/repair).

**Or:** Return the property to its original state (if this is part of the Landlord's condition to accept the alteration/repair) and pay for any necessary repairs to restore the alteration/repair to its original state.

This includes, but is not limited to, basketball hoops/equipment, painting (2 coats full wall), wallpaper, light fixtures, blinds, curtain rods, TV mounts (anything with wall anchors, screws, bolts or tacks) security systems, flooring, lawn, gardens, bushes, trees, fences, utility buildings etc.

## Critical Issues of The Lease

### A. Acceptance of Property

You are **required** to provide Agent with your most current work, cell and home telephone numbers, (including non-published numbers) and your e-mail address. Please notify the office of any changes.

### B. Contact with the Landlord

Agent is your management company and will be your only contact during your tenancy. If someone calls or shows up at your door claiming to be the Landlord (or agent representing the Landlord or lender), you should be suspicious and not invite them into the home. Don't assume they are who they say they are. Protect yourself at all times from people who claim to have some authority over the property. The hard and fast rule you should follow is... if anyone contacts you about the property, always refer them to Agent and we will handle them. Agent assesses a fine for reaching out to Landlord directly without permission.

### C. Drug Free Housing

Agent is committed to compliance with all federal, state and local fair housing laws. Our policies are designed to provide consistent and fair treatment of all residents in the spirit of these laws.



### D. Early Termination

Agent's primary responsibility is to act in the Landlord's best interest at all times. However, we understand that at times extenuating circumstances may prevent a resident from fulfilling the term of their lease agreement.

If you need to vacate the property before the end of your lease agreement, there are 3 standard fees to be aware of:

- 1) Failure to give 60 days' notice penalty—100% of One Month's Rent
- 2) Lease Termination administrative fee—100% of One Month's Rent (\$150 addendum fee is waived)
- 3) Remarketing/re-letting fee—100% of One Month's Rent

### **Re-letting Charge Options**

**Option 1:** Find your own replacement tenant(s) (that is acceptable to Agent). This is considered a tenant swap and the charge for Option #1 is \$1500 or \$500/tenant being replaced, whichever is more.

**Option 2:** Hire Agent to find a replacement tenant for you. The charge for Option #2 is 100% of One Month's Rent.

**You may exercise one of these options provided the terms and conditions set forth below are satisfied:**

- (a) Tenant(s) are responsible for all rent due until the property is re-leased and the new resident(s) have started paying rent or until the expiration date of your lease, whichever is sooner.
- (b) Tenant(s) are responsible for water, electric, yard maintenance, and **all** other obligations of the lease until a replacement resident has executed a new lease agreement.
- (c) Tenant(s) are responsible for any difference in the lease amount between the outgoing and incoming tenants for the duration of the original lease period.

Please note: The re-letting charge is not a Lease Contract cancellation or buyout fee. It is a liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement resident.

The re-letting charge does **not** release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due. Tenant will need to show zero balance water bill as part of this process.

## **E. Fair Housing**

Agent is committed to compliance with all federal, state and local fair housing laws. Our policies are designed to provide consistent and fair treatment of all residents in the spirit of these laws. Agent and its staff have a legal obligation to treat everyone in a consistent manner.

We understand that from time to time residents have financial difficulties, health problems or other emergencies. Although we sympathize with the situation, we are legally bound to follow and enforce the stipulations of the lease agreement.

Please do not place us in the difficult position of denying a request for an exception to the lease agreement because we cannot grant it.

## **F. Lawn Care**

One of the differences you have when renting a house (as compared to a town home or apartment) is you are responsible for lawn care. Unless there are special arrangements to the contrary, your lease says **“it is your responsibility to maintain**

**the lawn, trees, weeds, trimming” etc.** Your failure to do so can create serious problems for the HOA and the Landlord. An unmaintained yard will generate complaints from the neighbors and there could be fines assessed to Landlord and charged back to you. Not everyone has a green thumb, so it may benefit you to hire a lawn care company. Whatever it takes, it is your responsibility to keep the lawn looking good. See more on this in Housekeeping sub-chapter ‘Q. Watering Yard and Foundation Care.’

If tenant fails to properly maintain the lawn and yard, Agent may hire a landscaper at tenant’s expense.

## **G. Lease Expiration / Renewals**

During the ninety (90) to sixty (60) day period prior to your lease expiring, you will receive a notice from us outlining the provisions of your lease renewal. It is crucial that you return this notice to us in a timely manner. To renew your lease, we must first perform and process a property survey. And the lease renewal must be processed before the end of your original lease period. In the event that the Landlord and Tenant do not agree to a Lease extension or new Lease by the Lease End Date and neither party has provided Notice of their intent to terminate the Lease, the Lease shall be automatically extended on a monthly basis. Rent will be increased by three percent (3%) effective the 1st of month after the lease expiration and all other terms and conditions in the Lease shall remain in full force and effect. If the property survey is unsatisfactory to the Landlord, Tenant may be required to submit an extra Security Deposit in order to renew. No leases will be renewed or extended if tenant has unpaid charges.

## **H. Marketing During The Notice Period**

Because the property may be listed for sale or lease during this time, it must be available during reasonable hours (9am-8pm) for showing (with a maximum 4 hour’s reasonable notice unless otherwise agreed to by Landlord) and well kept. You will be texted or called before showing, however, if there is no answer or no answering system, the call/text is still considered notice. Agents are the only persons allowed to show the home and use the lockbox.

### **Minimum Showing Conditions:**

- All beds made and rooms neat, any moving boxes moved to side
- Floors recently vacuumed, clutter free, toys picked up
- Kitchen, baths, and sinks clean & empty. Toilets clean and trash cans empty. Bath towels not visible.
- Walls clean and unmarred, refrigerator magnets, etc removed
- Animals out of the way (crated or removed from the property) during showings, litter boxes clean and odor free
- Lawn mowed, trimmed and in good condition

There will be a \$100 penalty charged for each denied showing request which is not rescheduled. Failure to allow agent showings to prospective residents or buyers, during this period, constitutes a default of the lease and the security deposit, in its entirety, may be forfeited.

If you desire not to have the property shown, you may pay an additional amount equal to 2 months of rent, in order for us not to have the property shown during this period.

Please do not allow any prospects to enter your home unless accompanied by a Realtor who has scheduled a visit beforehand.

## I. Move-in Report / Acceptance of Property

The move-in report is designed to document the condition of the property prior to your taking possession, so that you are not held responsible for prior existing damages. It is the benchmark we will use when you vacate the property to establish charges for damages.

By signing the lease, the Tenant accepts the property in its present condition (AS IS), subject only to conditions which materially affect health or safety of an ordinary resident. No additional cosmetic touches or repairs will be done after move-in.



## J. Occupants / Roommates

Only those persons listed on the lease agreement have permission to occupy the premises. A reasonable number of guests may also occupy the premises without prior written consent if their stay is limited to two (2) weeks cumulative per year; after that they become unauthorized occupants. For each Unauthorized Occupant, the Tenant shall pay to Landlord the sum of \$1,200.00 as a non-refundable Unauthorized Occupant fee. Agent holds you responsible for all occupants and guests, and their behavior.

We must know who is occupying the property regardless of their age and they must be named on your lease agreement. If at any time you wish to add or change an Occupant, and he/she is 18 years of age or older, an application must be made first (and fee of \$40 paid), and approval obtained through our office. An administrative fee of \$500 shall be due for the addition of the occupant AND must be approved by the Landlord. Residents must abide by the decision of Agent to add anyone to the Lease agreement. Failure to fulfill the requirements is a **material breach of lease** and may result in termination of your lease.

## K. Pets

No pets may be kept on the property, even temporarily, without Agent's written authorization. All pets must be spayed/neutered and be up to date on vaccines.

### Frequently asked questions:

*Can I add a pet after I have already signed a lease?*

You must have the pet approved and a Pet Agreement signed before bringing any pets on the property. There will be a pet fee charge, an addendum fee and an additional deposit may be due.

*What if I have a pet that is not approved?*

Having an unauthorized pet is a **material breach of lease**, a serious lease violation and may lead to eviction.

*Can pets visit the property?* No.

Any unauthorized pets found on the property will automatically result in a \$300 fee per month per pet for each month the violation exists, and possible forfeiture of the security deposit, and can result in eviction. If the pet is approved, Tenant must pay a \$250 administrative fee payable to Agent. Pets also include fish in aquariums larger than ten gallons, mammals, birds and reptiles.

## L. Rental / Lease Agreement

You received a copy of your rental/lease agreement, and other pertinent documentation. We recommend that you keep this paperwork for future reference. Please remember, your lease agreement is a binding contract. If you have any questions regarding your lease agreement, please call the Agent management team.

## M. Rescheduling Appointments / Denying Access

We always make the effort to contact residents either by phone or by mail before we enter the property. Sometimes problems arise in setting up visits, showings or scheduling maintenance. Consequently, if you cause the need for rescheduling by not keeping an appointment, you will be charged a rescheduling fee. If you break, or reschedule two appointments, we will just use our key to get in, and charge the fee again.

If Agent is denied, or is not able, to access the property because of your failure to make the property accessible, you will be charged a fee for not cooperating. The lease agreement gives the Landlord's agent permission to enter the property after trying to contact you as well as the right to place and use a lockbox during the last days of the lease or any extension of same.

## N. Right of Access

Our policy is to respect your right of privacy at all times, and we will attempt to contact you prior to visiting the property. However, we must be able to get into the property to do periodic surveys, address needed repairs, and to market the property. The lease gives us this right. Unless it is an emergency, Agent will notify you prior to any visit because we respect your privacy and understand your need to control what happens in your home. Courtesy will always drive us, so don't worry about someone stopping in unannounced unless water is flowing out the front door or some other disaster is threatening.

## O. Routine Property Inspections / Reviews / Visits

Agent will order periodic reviews of each property. You will receive written notice, via email, with the dates and times of the visit.

*Can I refuse this review?*

No, once Agent has notified you, we may enter the house on the scheduled day, the email serves as your notice.

*What about my pets?*

Please put your animals in a crate or remove them from the property for the appointed day or timeframe.

*What are you looking for?*

We are looking for: 1) Maintenance Issues; 2) Major damage; 3) Pet damage; 4) Cleanliness / Habitability; and 5) Lease Violations

*How often are reviews done?*

Routinely once per year, plus additional visits as necessary for Resident violations or upon Landlord's request.

### *Missed Appointment Fee*

You will be charged a \$100 fee, if Agent or our contractor, cannot enter the house, or any locked rooms or closets, for any reason (like unrestrained pets, changed locks, etc.).

## **P. Subletting**

Subletting is when you “move another person in” to share the rent (without adding them to the lease), or “move out and let someone else pick up the rent.” There is no subletting allowed. Fines for violations are stiff. We need to approve all adult residents living in the property. If one of you needs to move out, coordinate it with Agent directly.

We have a procedure to add a resident to the lease. Contact our management team on how this can be accomplished.

## **Q. Violation Notices**

We spend a great deal of time notifying residents of lease violations and following up to make sure that the violations are corrected. Consequently, there will be \$25 administration fee assessed to you for sending a lease violation notice.

A few examples of lease violations are: not maintaining the yard, trash cans in view from the front of the property or left out on non-trash pick-up days, not changing or using the incorrect HVAC filter, and not replacing batteries as needed in smoke alarms. These, as well as all the other rules listed in this handbook or stipulated in the lease agreement.

# **Housekeeping**

## **A. A/C Filters**

As stated in the lease agreement, you are responsible for supplying and changing the air- conditioning filters **monthly or up to every 90 days depending on the filters used, but always at least every 90 days.**

We require that you use the correct size pleated style filter (unless there is a permanent filter in the unit which requires monthly cleaning), installed in the correct position for the proper air-flow (See arrows on filter).

A clean HVAC filter prevents serious damage to the motor, compressor and other parts of the HVAC. A dirty filter reduces the efficiency of the HVAC unit requiring it to work harder increasing your electric bill; and shortening the operating life.

If Agent finds HVAC filter to be missing or dirty during a home inspection, we reserve the right to schedule an HVAC cleaning at the Tenant’s expense. Any cleaning required or damage done to AC/Heating units caused by failure to perform mandatory changes of the filter will be charged to the resident. The repair technician will make this determination.

This is a very expensive maintenance or repair, and the resident **always** gets billed for the entire amount due to neglect.





We recommend you change the filter when you pay your rent and buy several at one time to have them on hand.

## B. Cleaning and Care of the Home

Residents are responsible for keeping the property clean, odor free, and orderly inside and out. (In any dispute regarding cleanliness, the decision of Agent will control.)

**Kitchens Counter Tops:** Promptly wipe up any spills to avoid stains. Use hot pads to protect the surface. Avoid damage when cutting items with a knife by using a cutting board, not the countertop.

### **Refrigerator/Freezer:**

- Too warm or too cold: Check thermostat in refrigerator is set correctly. Make sure that the refrigerator doors are closed tightly. Make sure the refrigerator is not overloaded.
- Water drips from freezer to refrigerator compartment: Remove all food and store in a cooler. Turn off refrigerator and allow to defrost. Turn refrigerator back on and replace food.

**Dishwasher:** It is important that you use only dishwasher specific products.

- Do not use dish soap or laundry detergents; they will cause the dishwasher to overflow.
- Run dishwasher at least once each week or the seals dry up and the motor can be ruined.
- Do not leave soiled dishes in the dishwasher for a long period of time, such practices attract household pests.
- If the dishwasher doesn't drain, it may be because debris is trapped in the filter. Clear filter. Do not run jars with labels on them through the dishwasher. Clean the filter regularly and also clean the gasket around the dishwasher to help it keep its seal.
- If dishwasher grinds or no water is coming in: Check to make sure no dishes are obstructing spinning arms. Turn off unit, if no water on the bottom, pour two large glasses of water into the bottom and re-start. If problem continues, discontinue use and complete a maintenance request.
- If you smell burning during drying cycle of dishwasher, inspect the unit for items stuck in the heat coils.

**Stove, Hood, Vent Filters, and Ovens,** must be cleaned on a regular basis.

- Self-Cleaning Ovens: (Use heat to clean) Follow instructions printed on the oven.
- Do NOT use commercial cleaners such as "Easy Off" or "Mr. Muscle".
- Continuous Clean Oven: Set at 450 degrees and leave on for several hours. (High heat helps the cleaning process.) Then wipe out.
- Do NOT use commercial cleaners in the oven. If you use these cleaners, the oven will begin to rust within a few weeks.
- Do NOT leave oven unattended while cleaning.

**Carpets and Floors:** Clean up spills, pet accidents, etc. promptly. Vacuum carpets and sweep and mop floor regularly.

- Have carpets steam cleaned as needed. (Contact Agent for a list of Carpet Cleaning Companies).
- Use only approved cleaners on vinyl floors. (Do not use wax).

**Hardwood Floors:** Use appropriate cleaners only.

- Wood and laminate floors must **not** be wet-mopped or have liquids left on them.

**Bathrooms:** Report any leaks immediately.

- Make sure the bathtub overflow drain cover is in the correct position and is not loose. The opening should face downward not upward.
- Please notify the office if the caulked areas around your bathtub and tiles become cracked, broken or chipped. Water seepage can cause severe damage to your home. Report leaks immediately.
- Do not use abrasive cleaners, steel wool, or scouring powder to clean any tubs, marble sinks, counter tops, or **any** fixture. Using these items ruin the finish. Instead use 'Soft Scrub' or other nonabrasive cleaners.
- Prevent mildew & mold from accumulating by: Using exhaust fans during and after showering, keeping bathroom properly ventilated, and by treating immediately with products such as 'Tilex.'

**Odors:** You are responsible for keeping the home free of any lingering odors. These may result from pets, smoke, cooking, plug-ins/scent diffusers, incense, candles, etc. If there are lingering odors in the home, you will be responsible for the cost of its remediation. The damages besides general cleaning could include: interior painting, replacement of carpeting, draperies, window blinds, and additional extensive cleaning of ceilings, walls, and light fixtures, etc. If the home requires deodorizing/neutralizing or more extensive remediation to remove odor, it will always be at your expense, and not considered normal 'wear and tear.'

**Water Heater:**

- No hot water: Check thermostat on tank for proper temperature setting. Check that thermostat is not set to 'vacation'. Check and reset breaker in power panel. Check and reset button next to thermostat. Call the utilities company to have them check it out and/or relight the pilot. If there are additional problems, they will inform you as to what needs to be repaired. Reset electric water heater.
- Hot water is too hot: Check thermostat on tank and turn down.

**Garage Doors:** If the garage door malfunctions, first check that the sensors are correctly positioned. They are easily bumped by accident and easy to reset. If we have to send someone to reset them, it will be at Tenant cost.

## C. Grill & Fireplace Use

Grills should not be placed close to the house to avoid damaging the exterior. Take care to place it several feet away from siding while in use.

If there is a fireplace on the property, it may be available for your use, but is AS-IS. If it doesn't pass inspection, your Landlord does not have to repair it.

Before putting it in use, please contact Agent and confirm it has been recently cleaned/inspected. If it has not, we will provide you the Landlord approved vendors to perform a cleaning/inspection prior to use. You will then be responsible for having it inspected prior to use, and cleaned by a certified "chimney sweep" when you move out.

If the fireplace is gas, do not move the gas logs. (If they are not in the same place at move-out, Tenant will be charged to have them restacked.)

Proper Use of Woodburning Fireplace:

- **Before** starting the fire, open the damper.
- Close the damper securely **only** when the fire is out and ashes are cold.
- If smoke is coming into the room, put out the fire **immediately** and vent the



house. Cracking a window may help the smoke to go up the chimney by equalizing air pressure.

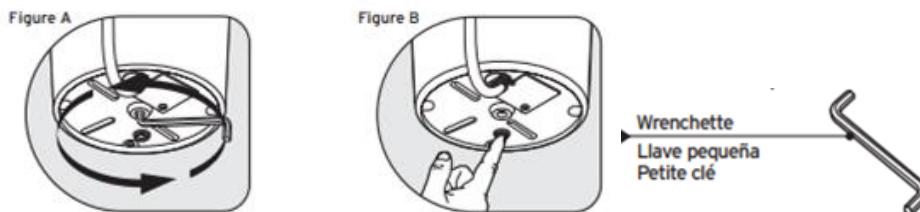
- Use hard woods, like oak or mesquite rather than soft woods like pine or cedar. (Soft woods cause sparks and a buildup of creosote in the flu).
- **Never** use fire starters such as lighter fluid or kerosene and definitely not gasoline.
- **Never** burn trash or Christmas trees in the fireplace.
- **Always** use a log grate. It positions the fire properly and ensures a good flow of air to and around the fire.
- Build moderate to small fires. Most prefab fireplaces are not designed for roaring fires. **Do not** overfill the fireplace. Overfilling can cause excessive heat in the chimney and possibly a housefire.
- Use a fireplace screen at **all** times to prevent damage to the carpet and to reduce the possibility of a fire spreading into the room.
- **Never** leave the fire unattended or with unattended children.
- **Always** use a metal ash container for the removal of coals and ashes and be sure the coals are cold. **Never** put warm coals in a garbage can, paper bag or any flammable container.
- **Make sure you have a fire extinguisher nearby.**

Resident must not stack firewood next to the house, any building or wooden fencing. Doing so promotes the infestation of wood destroying insects.

## D. Garbage Disposals

- The garbage disposal is a convenient appliance, if used properly.
- **Remember: If you can't chew it, your disposal can't chew it!**
- It must be used appropriately. For instance, it was not created for: bones, grease fat, oil, meat, vegetable and citrus, peelings, etc.
- If a spoon, bottle cap or other item becomes lodged in the disposal, make sure the disposal is turned off before attempting to retrieve it. (Never stick your fingers in a running disposal).
- The disposal is self-cleaning, but occasionally adding baking soda will help to reduce odors.
- Never use caustic drain cleaners.
- If the motor whines, turn the switch off and unjam the disposal. Turn the disposal off at the fuse box and use a broomstick or the handle of a plunger to crank the blades free.

Alternatively, a disposal wrench (resembles ¼" Allen wrench) may have been left under the sink or you can get one at your local home/hardware store. You will be charged for maintenance service if the disposal is only jammed, clogged, or the safety button has not been reset.



**RELEASING DISPOSER JAM:** If motor stops while disposer is operating or it hums but doesn't grind, disposer may be jammed. To release jam: 1. Turn off disposer and water. 2. Insert one end of wrenchette into center hole on bottom of disposer (see Figure A). Work wrenchette back and forth until it turns one full revolution. Remove wrenchette. 3. Reach into disposer with tongs or fingers and remove object(s). Allow disposer motor to cool for 3 - 5 minutes, then lightly push red reset button on disposer bottom (see Figure B). (If motor remains inoperative, check outlet and service panel for tripped circuit breakers or blown fuses.)

## Garbage and Recycling Containers

Most areas have curbside garbage and recycling, using individual wheeled receptacles. In our area, if they are not at the property, please call the local town or government authority for further information.

- Trash must be placed in proper containers in accordance with the HOA, town, city and/or county policy.
- Receptacles may be placed at the curb the night before the weekly collection and must be removed the evening of that day and stored out of sight on non-collection days.
- Toxic waste such as paint, oil, antifreeze, solvents, and batteries must be disposed of in accordance with the rules and regulations set forth by the city and county.



## E. Light Bulbs

All light sockets should have working bulbs in them when you move in. If any lights (replace a non-working bulb with a new bulb or two to ensure it is the light not the bulb that is not working) do not work when you move-in, please notify us by using a work order request, at once. It will be your responsibility to replace light bulbs, as needed, during your occupancy, with the correct size, type, and wattage bulb. If a light fixture is rated for a 60-watt bulb and you use a 100 watt, it may create a short circuit and a fire hazard.



Upon move-out, it is your responsibility to ensure that all fixtures have the correct working bulbs installed. You will be charged per light for any that are missing, burned out, or are not the correct type or wattage. Bulbs must match in color and style.

## F. Mold / Mildew

Every house has some mold, and it's been around since the beginning of time. Most of it causes no health risk, but you always need to watch out for it. If you keep moisture in the house low, the shower tile clean and the refrigerator wiped down, you'll probably never see any. Your lease should include a Mold clause. Read it carefully.

## G. No Smoking

- Smoking anything, hookah, vaping, medical marijuana are not allowed inside the property or the garage. There's a \$1000 fine per occurrence on premises. This is a serious lease violation and a material breach of lease.



## H. Pest Control

- Any pests, including insects and rodents, not reported in writing within the first 5 days of the lease, will be assumed to have entered the property after the start of the lease.
- You are responsible for keeping the property free of all pests (ants, roaches, fleas, ticks, silverfish, scorpions, rodents, bedbugs, etc.), except termites. This also includes beehives/wasp nests around the exterior.
- Since you are our eyes on the property, please let us know if you see any termite activity. They usually swarm in the spring and you can't miss them. Please notify our office immediately if you notice any signs of what you believe may be termites.

- Please do not store wood against the exterior of the house.
- We strongly recommend you use a licensed pest control company to manage pests rather than doing it yourself. If you need assistance selecting a pest control company, we can refer you to the one we use.

## I. Rain Gutters & Exterior Drains

If the property features gutters, they must be cleared of debris on a regular basis in order to prevent damage to eaves and cornices. Gutters must also be left clean at move-out and we require a receipt dated within 60 days of move-out. Exterior drains need to be cleaned out regularly to avoid flooding issues.

## J. Appliances

Many Landlords **do not** warrant certain appliances. (Check your lease agreement.) If the property has a non-warranted appliance and it becomes inoperable, it will be your responsibility and expense to repair it if you wish to keep using it.

- Repair of a unit at your expense does not make it your property. If you choose to replace the unit, please contact our office so we can update our records and arrange its removal.
- **Do not** dispose of an inoperable unit without written permission from Agent, unless it is yours.
- If you have your own appliance that you wish to use and the appliance is already in the property, contact management regarding proper storage of the Landlord's unit.
- Any loss of food due to a malfunctioning or inoperable refrigerator is solely at the resident's expense. Landlords are not obligated to reimburse residents for lost or spoiled food.
- A refrigerator is not a toy; please teach your children the dangers of playing in and around refrigerators.
- Tenants are responsible to replace refrigerator water filters.

## K. Resident Will:

- Not wash draperies/curtains. Call Agent for instructions on all window coverings.
- Not perform electrical work (this does not include changing light bulbs or batteries).
- Not paint or change walls, woodwork, flooring, landscaping of the property without permission from Agent.
- Not use tacks, nails, screws, install curtains or curtain rods on window molding.
- Not perform repairs of any type unless authorized by Agent.
- Not store items next to the furnace or water heater within 3 feet at minimum.
- Not store items in the attic.
- Not use or charge outdoor equipment like skates, scooters or bikes inside the home.
- Not park on the grass or park more vehicles than are authorized or keep inoperative vehicles on the premises without permission from Agent.
- Not deduct any pre-authorized or unauthorized maintenance expense from the rent. If Agent authorizes you to perform any maintenance, you must submit ALL receipts for reimbursement.

We are here to maintain the property in a safe and habitable condition and to service your

needs as efficiently as possible. However, we must also protect the Landlord and his/her financial position so that they can afford to maintain the property and avoid frivolous or excessive costs.

## L. Smoke Detectors

**Your safety is very important to us.**

- Residents must test the smoke detector within one hour after occupancy, and inform Agent immediately if it is not working properly.
- Smoke Detectors are for your safety, please test them every thirty days and replace batteries as necessary. Normally the smoke detector will emit a beeping sound when the batteries are losing their charge.
- We perform a smoke detector certification annually.



## M. Thermostats / Dampers

**Do not switch your thermostat setting quickly, from COOL to HEAT, or from HEAT to COOL.** First switch the thermostat to off, and wait until it stops running, then switch to HEAT or COOL. Failure to follow this precaution may result in permanent damage to your unit. You could be charged for the repair and/or replacement.

In hot weather, set the selector switch to “COOL” and set the fan switch to “AUTO”. Set the controls between 75 and 80 degrees to provide maximum cooling. Setting them lower will not cool your home any faster.

Many homes have damper switches installed in the heating/cooling ducts. Many are not marked as to how to best circulate air for each season. You may need to play around with the damper to direct cool air to the upper levels in summer and hot air to the lower levels in winter. By closing off some vents, you can help get the air where it’s most needed.

## N. Walls

- We suggest you use “3M” picture hanger adhesive strips when hanging pictures. This type of hanger creates no wall damage.
- If you have questions about items that are heavy or difficult to hang, please call the office.
- Mirror tiles, contact paper, wallpaper or other wall coverings with adhesive backing are not permitted without our prior written consent.
- If you wish to change existing wallpaper, please contact the office first, to obtain written approval.
- You are responsible for removing nails and the cost of repairing any damage to walls, window moldings and ceilings. We do not allow patch & paint. Any damaged walls must be painted corner to corner, floor to ceiling.

## O. Watering Yard

**It is of crucial importance that the yard be watered regularly.**

Foundations are prone to shifting because our clay-like soils shrink and swell due to moisture changes after drought. Consequently, we must water the foundation as well as the yard appropriately to prevent the foundation from shifting and cracking.

Watering guidelines:

- When watering the yard, ensure the sprinkler is putting water away from the base of the foundation. Leave the water on for 30 minutes to one hour, weekly in the spring and summer between rain falls.
- The best time to water is early morning or late in the evening. Make sure you are watering around the entire foundation uniformly. If the soil is pulling away from the foundation, you are not watering enough.
- During drought conditions, observe water rationing rules and all restrictions. Please refer to your local water company to determine what “Stage Restrictions” apply and the appropriate watering times and dates for your address.

## P. Water Softeners & Propane Tanks

If your home is equipped with a water softener, you are required to replenish the salt levels regularly, in the salt tank, so it will operate properly. If your home has propane tanks, you are responsible for keeping them filled and they must be full before moveout.

## Q. Winter Conditions

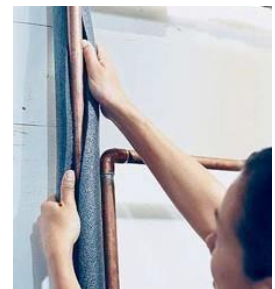
It is extremely important that you stay abreast of cold weather reports throughout the winter. Any extended period of below-freezing could cause unprotected water pipes to freeze and burst.

Before the cold weather begins and it’s time to switch from cooling to heating, City Public Service will assist you in lighting your furnace for a minimal service fee.

When the outside temperature falls below 32 degrees Fahrenheit, you are responsible for protecting the premises by having taken steps to reduce the likelihood of frozen plumbing.

In the event of severe, freezing weather, please observe these precautions:

- **The heat must be maintained at a minimum of 65 degrees F,** to protect the plumbing from freezing.
- You are responsible for winterizing all exterior faucets. Exposed water lines must be adequately protected by insulating, wrapping or covering.
- Allow inside faucets to slowly drip. Drip both **HOT** and **COLD** water.
- Open cabinet doors to expose plumbing fixtures so that these spaces will be heated.
- If you are going to be away from the property for the day or an extended period of time, it is very important that you do not turn the heat off. Please leave the thermostat setting no lower than 65 degrees minimum.



These precautions are essential to avoid the risk of substantial damage to the property and your possessions from broken pipes due to freezing temperatures. If damage results from your failure to exercise these precautions, you may be liable for damages to the property.

## R. Yard Maintenance

You are responsible for the continual upkeep of the lawn, shrubbery, and trees. This



includes cutting, weeding, edging, trimming, reseeding (as needed), watering and trimming trees and shrubs.

- **The lawn must not be higher than 6 inches.**
- The areas around the driveway, sidewalks, curbs and gutters are part of the yard and should be kept free of weeds, leaves, and debris.
- Remember, the exterior appearance of the home reflects the living conditions of the residents.

## Homeowner Association Issues

### A. Access to Amenities

Occasionally there are keys, passes and codes to gain entry to the community amenities. If you have trouble with any of them, let us know and we'll help you secure them. HOAs often try to prevent tenants from using the amenities, and there's nothing we can do to change that. Friendliness and cooperation usually help a lot in getting help with these things.

### B. Rules and Regulations

Many homes in Northern Virginia and surrounding areas are in mandatory Home Owners Associations. HOAs are very aggressive about enforcement of their rules, so resisting them will only cause you grief, and cost you money.

Most common HOA rules are also conditions (or rules) of your lease agreement. Examples include: proper maintenance of the yard (mow, edge, weed treatment, trim of hedges etc.), storage of garbage cans (store out of sight), vehicle parking on unauthorized areas (such as grass) and improper storage of boats and trailers. These are just a few of the most common resident violations of the HOA that could cause you to be charged fines.

## Miscellaneous

### A. Key-less Deadbolt

The purpose of the key-less deadbolt is to protect you while you are **inside** the property. It is not intended to protect your possessions while you are away.

When you leave the house, be sure that the key-less deadbolts are disengaged. This will prevent you from being accidentally locked out of the property. If a keyless entry battery fails, you are responsible for replacing it.

If a garage door opener or the door lock malfunctions while a key-less deadbolt is engaged, it will be impossible to enter the property with a key, and you will be responsible for all costs to gain entry into the property.

### B. Lost or Misplaced Keys / Rekeying

Should you lose your keys or lock yourself out, in some cases, we may have a duplicate set of keys available in the office.

**Only those on the lease can pick up keys and identification is required.** The keys must be returned within 24 hours or you will be



charged for key replacement. You are responsible for transportation and pick up, and keys will only be available during normal business hours with prior day confirmation for pick up. Please email us.

*We recommend that for your convenience you contact a licensed and insured locksmith to help you gain access to the property (we can provide a referral as many are disreputable). If we bring a key out to you, you will be charged a \$250 trip charge and this service is not always available.*

If you lock yourself out after hours, you will need to contact a locksmith at your expense. Residents are not allowed to change the locks. If you wish to re-key the property at your expense, please contact the office.

## C. Maintenance Reimbursement

Generally, Agent assigns a vendor to perform work you request in your residence. However, if after contacting Agent about arranging a minor repair yourself, and Agent has agreed to reimburse you:

- First pay the bill and send the receipt to Agent. You will be reimbursed the agreed amount.
- Do **not** deduct the amount from your rent.

## D. Referrals

If you refer someone to Agent who then Buys, Rents, Sells, or has their Property Managed within the company, we will give you a \$50-\$250 Gift Certificate!

## E. Rental Verification

We often receive requests from mortgage companies and other landlords wanting a verification of a resident's rental history. They usually want this information in writing and sent to them immediately. There is a \$15 processing fee to cover the costs and time associated with performing this service. If you are a past resident, beyond a year, the cost is higher.

## F. Renter's Insurance

The home is covered for the Landlord by his insurance policy, but your personal property is not. The Landlord's policy does not allow you to have the following: **trampoline, above ground swimming pool, smoking, aggressive dog breeds**, etc. These constitute a **material breach of lease** as they are serious infractions and will result in \$1000 penalty, possible forfeiture of your security deposit and possible lease termination.

**Before move in day**, we require proof of Renter's Insurance. You will need to maintain renter's insurance with water damage coverage while you are in the property. Contact your insurance carrier to obtain a policy. The policy will provide limits of liability to third parties in an amount not less than \$300,000.00 per occurrence. Please ensure that the liability insurance policy identifies us, Hands On Homes Property Management LLC, as 'Additionally Insured' on the Certificate of Insurance or Proof of Insurance.

We can testify that without renter's insurance, you are risking a lot. Renter's insurance **covers you for any loss of your personal property due to theft or casualty damage**. If you don't have renter's insurance, you may lose everything! The Landlord isn't held responsible. In fact, even in incidents that you didn't cause, you are responsible for replacing your possessions.

And, even worse, if you are responsible for an accident that causes damage to the

property, losses to others, or injury to an individual, you could be held liable.

So, why do you need Renter's Insurance?

- To protect yourself from liability.
- To protect your possessions in the event of a loss.
- To protect yourself financially
- To provide you with temporary living coverage if your residence is damaged.
- To ensure you will have someone on your side when the unexpected happens.

## Buying A Home

### A. A Home Outside Our Portfolio

Agent will also be happy to assist you in purchasing **any** new or pre-owned home, including those not managed by Agent. Our Agents specializing in Northern Virginia are willing to represent you in the purchase process (at no cost to you). This can happen when you give your notice to vacate, per your lease requirements, or in the event you want to move sooner, you may choose to exercise the Early Termination clause as stated in your lease. Your property manager and agent can advise you of the process ahead of time, so you can plan accordingly.

### B. The Home You're Renting

Agent will be happy to assist you in purchasing the home you are leasing provided the Landlord is willing to sell and all parties agree to the terms. A sale of this type could take place at any time during your residency; it would not necessarily have to coincide with the end of your lease term. If you are interested in purchasing the home you're currently leasing, please contact our office.





# Move-out Process

## A. Carpet Cleaning (VA)

Residents are required to have the carpets **professionally cleaned** after move-out. This must be done after you have completely removed all your belongings and vacated the property. A receipt from a professional carpet cleaning company must be provided to us when you turn in your keys.



**Do not** rent machines from a store or use home cleaning machines. Only professional steam cleaning is acceptable. (Rotary cleaners may be used to remove pet hair, but a final steam cleaning is still required.)

Be sure to have any spot treatments or pest treatments (required if animals were present) done as needed. If there is any Animal Odor after you have vacated the property you will be responsible for the cost to remove it. If you hire a carpet cleaner other than the ones we use, be sure they will guarantee their work to Agent's standards and satisfaction.

You may contact Agent for a list of carpet cleaning companies. Using an approved contractor does not mean that there won't be additional charges if they need to complete a second cleaning or provide additional services to help clean the carpet. Any additional cleaning expense would be assessed to you.

## B. General Cleaning (Please Review Your Lease Terms)

Leave the property clean throughout the interior and the yard. Accumulated dirt and grime is not normal "wear and tear."



- This includes: floors, windows (inside and out), window sills and door casings, baseboards, mini-blinds, wipe out drawers, shelves, thoroughly clean all appliances inside & out, sinks, toilets, bathtubs, showers, vanities, light fixtures, fireplaces, remove cobwebs inside and outside, etc.
- Pick up debris and animal feces in the yard and dispose properly.
- Close and lock all windows and doors.
- Cut the lawn, weed the flower beds, edge, trim the shrubs, and sweep patios/decks and paths.
- Driveway and garage floor must be cleaned of any grease and oil stains.
- Gutters and outdoor drains cleared of any dirt and leaves.
- Cooperate with all appointments to show the property.
- All utilities are to be left on for at least three days after your keys have been returned.
- Vacate and turn in **all** keys by the expiration date.

## C. How do I Get My Security Deposit Back?

Our greatest desire is to give you all your security deposit back. You can control this by turning over the property on time, taking great care of the home during your residency, making sure that it is clean and free of debris, and by having the home, carpets, fireplace(s) and gutters professionally cleaned once you have moved out.

Be sure that you understand what your responsibilities are for cleaning and preparing the property for move-out. Please read our 'Move-out Checklist' carefully.

**Painting & Nails:** Please remove all nails on walls. Do not fill holes caused by picture hangers, or touch up paint without approval. If you paint or fill holes and it does not match, you will be charged for all necessary repair and repainting.

Utilities must be left on for the move-out inspection. If the Utilities are not on for the move-out inspection you will owe Landlord the total Utility company charges of reconnecting the services, and an administrative fee will be charged. There is also a per item administrative fee for each individual deposit deduction. Any delay of inspections caused by the Utilities not being on will also delay the return of your security deposit.

We perform move out inspections Monday-Friday 9am-4pm. If you need to schedule outside of those hours, we will charge a \$100 additional fee for after-hours service. The move-out inspection documents the current condition of the home and compares it to your move-in inspection report. We will then charge for any condition discrepancies not identified as pre-existing.

We have 45 days to process your Security Deposit. Be sure to give us your forwarding address and a copy of your final water statement with a zero balance.

## **D. No Time to Clean House, Etc.?**

We have reliable people who can do these things for you. We are happy to recommend them. Please refer to the “Move-out Instructions” provided to you or contact our office to receive a copy. Carpet and flea treatment receipts must be provided at time of move-out inspection. In any dispute about cleanliness, the decision of Agent will control. At departure, charges for additional cleaning may be deducted from the security deposit. Any personal belongings left in home will be considered abandoned property to be hauled at tenant’s expense. Agent will not store any tenant property.

## **E. Responsibilities if You Had a Pet/ESA/Service Animal**

Agent’s ‘**Pet Addendum**’ calls for some specific items that you must do at move-out if you had a pet and they also hold true for service animals and emotional support animals:

1. Have the carpets professionally cleaned and deodorized. Have a receipt ready for Agent when you do your move-out inspection or funds will be withheld to have the carpets cleaned and deodorized.
2. Have the carpets professionally treated for flea & tick removal. Even if you believe the animal did not have fleas, this is your responsibility and most carpet cleaners provide this service. Have the receipt ready for Agent at time of move-out.
3. Remove all evidence of the animal. If the pet/ESA/service animal sheds, have the ducts cleaned and consider having a rotary carpet cleaner as well as the standard steam cleaning. Remove all food dishes, pet hair, leashes, pet waste, repair holes in the yard, reseed any paths worn in the grass, and repair any damage caused by the animal. Landlords are particularly sensitive to animal damage, so we must also be.
4. Get rid of all animal-related odors.

## **F. Returning the Keys, Fobs, Remotes**

Until your keys are received by Agent, you are considered to be in possession of the property. It is not enough to be moved out, you must also deliver the keys in order to turn over the



property to Agent and end your tenancy. This step must be completed in a timely way to avoid additional cost to you.

**All furnishings must be removed, and all cleaning accomplished,** before the keys are returned to Agent. Failure to return keys and/or garage door openers and/or associated parking stickers or passes by 5pm of the last day of the Lease Term shall result in a \$350.00 deduction from your Security Deposit or the cost of replacements whichever is greater. Because garage door remotes are expensive and some brands are hard to find, we will give you five days to return the remotes to our office. If we receive them within five days, we will take the charge off the move-out inspection.

Residents are not permitted back on the property after vacating and turning over the keys.

Abandonment: Tenant must notify Agent if away more than 14 days. Premises may not be used as a storage facility. If utilities are turned off, tenant is no longer residing in the property and Agent may regain possession and haul away whatever remains on the Premises. Agent will not store Tenant's property.

## **G. What Happens if I Limit Agent Showings?**

During the final days of your occupancy, it is important that you continue to comply with your lease agreement, especially as it relates to making the property available to be previewed by prospective buyers or residents. If you attempt to limit or restrict access between 9:00 a.m. and 8:00 p.m. daily for showing, you will be in default of your lease and incur additional penalties.

## **H. What Happens if I am Not 'Out' on the Date Expected?**

You must obtain an extension in writing from Agent, in order to remain in the property after the move-out date. Otherwise, this will be treated as a "holdover" and you will be responsible to the Landlord for legal damages per your lease agreement.

## **I. What Happens if My Deposit is Insufficient to Pay All I Owe?**

You must make arrangements to settle up your account within 15 days of your move-out. Every effort will be made to give you time to pay what you owe. Unsettled accounts will be reported to the Credit Bureau and turned over to collection agencies for processing. Your Landlord has the right to collect and may litigate to do so.

## **J. Where will the Security Deposit Check be Mailed?**

The deposit will be mailed to the address that you give us in writing. If no address is given in writing, we will mail it to the property and rely on the postal system to forward it to you. If there are roommates, all names must appear on the check.

## **K. Why is There a Lockbox on My Door?**

The lease gives us the right to market the property during the last 90-60 days of your stay. This will involve using a lockbox, for access, and possibly placing a sign in the yard. Courtesy will always drive our showing procedure, and reaching you by phone will always be attempted prior to our arrival. If you resist this and try to prevent showings you will incur additional penalties, as described herein and in the lease, so cooperate with us and we'll make the transition a smooth one.

## In Closing

We reserve the right to make revisions, from time to time, without notice, in our 'Lease Rules and Regulations' and policies and procedures, due to changes in the local, state, county and jurisdictional Codes. Violation of these guidelines will constitute a breach of the lease. To be perfectly clear, the following are specifically considered a material breach of lease:

- Nonpayment of Rent (including late charges, administrative fees, convenience fees, Condominium or HOA fees/penalties, tenant charges for repairs, utilities, or any other charges specified in writing by the Landlord.)
- Aggressive dog breed
- Unauthorized pets
- Unauthorized occupants
- Subletting
- Smoking/vaping/consuming/possessing marijuana
- Any illegal drug possession or use on the Premises
- Cultivating marijuana or any related substances within or on the Premises
- Any illegal activities on the Premises
- Above ground swimming pool
- Trampoline
- Using Premises for a business

In any case, if a conflict appears between these guidelines and the Lease Agreement, the conflict shall be resolved in favor of the Landlord and Tenant laws governing the Lease.

*Approved for use by Hands on Homes Property Management LLC.*

If you have any questions regarding your lease, or concerns during your stay with Hands on Homes, please feel free to email us. We depend on and appreciate your business, and our staff will do their utmost to satisfactorily resolve any problems. Our goal is to always provide you with efficient, courteous service.

We will work hard during your residency to make it a pleasant one and look forward to a mutually satisfying relationship. Your cooperation is always appreciated.

*Thank you for leasing from us!*