

# Resident Handbook

# **Duffey Leasing & Management**

1441 North Park Street Carrollton, GA 30117 Phone: 404.210.7701

Fax: 770.830.9448

Email: management@duffeyleasing.com

www.duffeyleasing.com

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This handbook is Duffey Leasing'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 paying rent, handling maintenance, lease renewals, early terminations, homeowners' association issues, property visits, and a host of other topics. You'll find an answer to just about everything you need in this handbook.

# **General Information**

# A. Office hours, contact numbers, email and basic company information

Duffey Leasing is open during normal business hours 8:00am to 5:00pm Monday thru Friday. We have a drop box available 24/7 for after-hours purposes located to the right of our front entrance, it's black and labeled "Rent Drop." Our physical address and contact information are:

Duffey Leasing & Management 1441 North Park Street Carrollton, GA 30117

Phone: 404.210.7701 Fax: 770.830.9448

Email: management@duffeyleasing.com

### B. Duffey Leasing's Core Values

- 1. We commit that our company's information, materials and our web site will accurately represent who we are, what we've accomplished and what we do; no exaggerations.
- 2. We will hire only the best staff, consistently train them and stay focused on moving them to the best possible position of service to Duffey Leasing and our customers.
- 3. We will always treat customers, vendors and each other with courtesy, respect and professionalism.
- 4. We are committed to change to keep up with the changing marketplace and changing technology but without sacrificing the all-important priority of providing great customer service.
- 5. We are committed to providing our residents with a quality place to live, regardless of the rent, and keep their safety highest on our list of priorities.
- 6. We will not tolerate unethical behavior by our staff or vendors.
- 7. We will follow the laws (and codes of ethics) that regulate our business.
- 8. We will believe in our staff and create a healthy work environment that fosters respect and opportunity for personal and professional growth.
- 9. We will constantly work to protect our owners from the liabilities associated with owning rental properties.
- 10. We will strive to be a leader in the property management industry in West Georgia.

# B. Duffey Leasing's Mission Statement

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 and helping them reach their highest professional potential.

# **Paying Rent**

# A. Payment Options

We offer several electronic payment options to assure prompt and secure rent payments. Credit card payments are acceptable but must be made either in person at our office or online using the payment portal, no credit card payments shall be made over the phone. Please note: using a credit card either in person at our office or online a 2.5% convenience fee applies and will be added to the payment amount

in order to ensure your transaction is secure. To avoid this fee, pay online or in person with a check or use a money order. NO CASH IS ACCEPTED.

#### B. Due Date

Rent is due on the 1st of the month and is considered late on the 2nd. If the 1st falls on a Saturday, Sunday, or a holiday, the next business day by noon is acceptable for making payments without receiving late fees. Please note that using automatic bill pay through your bank (or your bank's website) still mails us an actual check. If the check is not received by the 1st, a late fee will be assessed.

#### C. Personal Checks

Personal checks are an acceptable form of payment. Certified funds (money orders) are required if checks are returned for non-sufficient funds. We do not "run it through again" if a check has been returned. You will have to provide a new form of payment and will be notified if personal checks will be refused. If personal checks are refused, the only form of payment we will accept must be certified funds, i.e. money orders.

#### D. No Cash

We do not want cash around the office. We have a **NO CASH** policy for everyone. Please use checks, money orders, or pay online through the payment portal.

#### E. Late Fees

If a rent payment is not received by the due date stated in your lease agreement, a 10% late fee will be applied to your account. The late fee is based off of 10% of your rent amount. For example, if your rent is \$750 the late fee for your lease will be \$75. We encourage you pay rent early or on time to avoid having to pay late fees.

# F. Late Letters

We will mail you a late notice if rent has not been received by the 5th. If the letters are prepared and mailed before your payment arrives you will still receive one. If you pay later than the 5<sup>th</sup> you may also receive a letter even if you've already paid. If this happens, please disregard the letter and make sure you've also paid the late fee and your account balance is at \$0.

#### G. NSF Checks

If checks are returned, an NSF fee of \$35 is due regardless of the situation. (Your bank may reimburse you for this charge if they were at fault.) If this happens, we have the right to request certified funds from that day forward. You will be given 48 hours to make the check good. The NSF fee may be waived should you replace it within 48 hours by certified funds. If you fail to make payment in full within 48 hours, the 10% late fee, rent payment and the \$35 NSF fee will be required in certified funds.

#### H. After the 10th

If rent is still unpaid by close of business on the 10th, we will begin the eviction process by filing a dispossessory action on the morning of the 11th. Once the eviction process starts, payments will not be accepted without rent, the late fee, a \$100 administration fee, a \$73-\$95 filing fee (varies by county) and any other outstanding balance on your account. We will not accept payment unless your account balance is paid **in full**, and only then, will eviction proceedings be cancelled.

# I. Credit Cards

Credit cards are an acceptable form of payment for everything except for security deposits. All security deposit payments must be made with certified funds. Please remember, a 2.5% convenience fee applies for credit card payments. To avoid the fee, use other forms of payment that don't incur a fee like checks or money orders.

### J. Pro-rated Rent

Rent is always due on the 1<sup>st</sup> regardless of when you move in or when your lease term begins. If your lease begins part way through the month, a full month's rent is required the first month, and the proration should be paid on the 1<sup>st</sup> of the second month.

#### K. Last Month's Rent

Rent is required every month, including the last month of your lease. You may <u>NOT</u> use the security deposit to pay rent, even for the last month of your lease.

# L. Lease Registers

We keep close track of all monies due and paid by each resident. You can get a print out of this register for your personal records.

### M. Using the Mail

You may always mail your rent to us, however if it is received after the 1st the late fee will apply. We recommend you mail your rent a few days early and date your check the 1st of the month. We will hold it until the 1st.

# N. Bringing Payments to the Office

To assure that payment is received by the 1st you may want to bring it to the office. A drop box in the front door is available for your convenience. Office hours are 8:00a.m. to 5:00p.m. Monday through Friday.

# O. Paying less than the balance due

If there is an outstanding balance due on your account, we will notify you by phone and/or in writing. We will work with you on a payment plan when necessary and if the -owner approves to do so. A mutually-agreed upon payment agreement will be signed and if the terms are not met, the eviction process will start. You will not be able to keep a running balance due on your account.

# P. Reporting

We will give you plenty of time to pay monies due under the lease. If you refuse to pay, we are a member of the national credit bureau and will report your failure to pay.

# **Maintenance Issues**

# A. Emergency Maintenance

Duffey Leasing monitors a 24 hour on-call number for maintenance emergencies. You will be charged fines if you leave messages on the on-call number voicemail that are not considered emergencies.

We define an emergency as: anything relating to the property under the lease that threatens the health of the occupants or destruction of the property like flood, fire, sewage back up, burst water pipes, burst water heater, etc.

For emergency maintenance items, call 404.210.7701

#### 1. Examples

Fire, tree blown on the roof, flood, sewage back up, broken water pipes, furnace outage (if the weather is below 45 degrees) air conditioner outage (if temperature outside is above 85 degrees). **If the emergency is life-threatening, call 911 immediately!** If you smell gas odors, call your gas service provider first to report it and then call the maintenance emergency hotline.

#### 2. The Following are **NOT** Emergencies

Refrigerator outage, locking yourself out of the house, power or gas outage, oven not working, air conditioner outage if the temperature outside is below 85 degrees and/or the property has 2 a/c units and 1 is still functioning properly, water heater outage. Please note: Duffey Leasing is not liable for loss of food/groceries caused by an appliance break down.

#### 3. Warning

If you claim to 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. If you call the maintenance emergency on-call number outside of normal business hours with a non-emergency, you will be charged a \$100 fine. Do not call in an emergency unless it is truly an emergency.

You will also be charged a \$75.00 trip charge if you set up an appointment with any contractor or vendor and are not at the property to let them in.

# B. 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 our residents, we make it easy to request maintenance. Because the phone is such a hard way for us to take a work order 24/7, we've set up an easier way online. You can submit a work order on our website, send an email or call during normal business hours.

# C. Resident's Maintenance Responsibilities

Renting a house is not like renting an apartment. There are some items that you can take care of yourself such as clogged garbage disposals, GFI switches that need to be reset and other minor issues. We encourage you to take care of these minor issues yourself or if you can't, be patient. Single-family homes and condos are different than apartments. In many large apartment communities there is a full-time maintenance staff on-site that can attend to repairs right after they're called in. Duffey Leasing does not have a maintenance man living in your neighborhood that can run to the property and fix things immediately.

Please keep this in mind:

- 1. Minor repairs, cosmetic repairs, and items that do not substantially affect your lifestyle or safety may not be fixed (i.e. chipped paint, missing screens, doorbells that do not work, etc.).
- 2. Damages caused by abuse, neglect or misuse will be charged back to you. We will rely on the servicing contractor to tell us if you caused the problem.
- 3. If plumbing gets clogged due to items other than human waste or toilet paper (i.e. you or your children dropped something the toilet) this will be charged back to you. This is not considered equipment failure and you should do everything you can to handle these issues by yourself or expect a bill for it. Unless the contractor can prove it was not caused by you (i.e. roots in a septic system) clogged plumbing will be your responsibility.

Duffey Leasing's responsibility for plumbing problems is the area between the house and the street only. The city is responsible for water lines in the street.

Residents are responsible for dislodging things that have been flushed down the toilets or drained into sinks causing a clog. To unclog drains in sinks and bath tubs, we suggest using zip-its instead of potentially dangerous chemicals like Drano. For additional information on zip-its, please see this website <a href="http://zipitclean.com/">http://zipitclean.com/</a> It shall be the responsibility of the resident to make sure there is nothing blocking the plumbing. After the resident has made an effort to solve the problem, then we will take on the challenge.

If our plumber reports that the problem was caused by the resident having a foreign object (i.e., brushes, toys, cologne bottles, etc.) clogging the system, the expense of the plumber's visit and repair will be incurred by the resident. Duffey Leasing will pay for plumbing problems resulting from roots in the system, pipes that have collapsed and other natural (non-resident) causes.

- 4. Monitoring of security systems is not handled by Duffey Leasing or the property owner. You will need to make your own arrangements to set up service in your name. If a security system is not already installed in the property, you will need to first contact us to obtain approval from the property owner before any equipment is installed.
- 5. We will make every effort to deliver the property to you free of pests. It is your responsibility thereafter to keep it that way. We recommend you use a licensed professional. It is your responsibility to deal with insects, wasps and bees, ant beds, roaches, etc.
- 6. The owner will handle termites, squirrels, or rodents. Please let us know immediately if you see any termites and be proactive to avoid potential rodent problems.

- 7. Lawn care is your responsibility. You must do regular mowing, watering, edging for the yard. As well as raking leaves, weeding flower beds, trimming hedges or bushes and other regular lawn care maintenance.
- 8. Change HVAC air filters at least every 3 months. The system will run more efficiently, you will save money on your power bill and have less dust in your home.

# D. Maintenance Tips

Renting a home requires that you pay attention to some small maintenance issues such as changing HVAC filters, taking care of clogged toilets and resetting the garbage disposal just to name a few. Taking care of these things can save you time and money.

#### 1. Summer: HVAC (Air Conditioning)

If your A/C stops working, especially after a quick power outage or storm, then the problem could very well be the breaker switch, not the A/C unit. **Please check the breaker first.** See "Reset Circuit Breakers" below.

If your unit is not working and you have submitted a maintenance request, please turn off the unit completely. The cause for the majority of A/C unit problems and/or outages is frozen coils. Once the HVAC technician arrives, they won't be able to do anything until the coils and unit thaw out. This means 2 trips for the HVAC technician and a longer wait for you.

# 2. Change Your HVAC Filters

http://www.youtube.com/watch?v=H4x2NwdisV0

#### 3. Reset Circuit Breakers

If you have been using an electrical outlet and it stops working, then you may need to reset a "tripped" circuit breaker. This happens many times when you are using appliances that may cause a temporary overload on the system such as a hair dryer or portable heater.

http://homerepair.about.com/od/electricalrepair/ss/tripped\_brkr.htm

#### 4. Garbage Disposal Reset, Use, and Care

#### Resetting the garbage disposal

If the garbage disposal does not turn on after flipping the switch (and you have already checked the circuit breaker) lean down and take a look at the underside of the garbage disposal (inside the cabinet under the sink). Push in the little red button (pictured at right) which resets the system. If the disposal was just overworked, or if there was a power surge, this may fix the problem. If this does not fix the problem, do not attempt to fix the garbage disposal yourself since it could be very dangerous. Please submit a maintenance request so that we can have one of our contractors fix it for you.

#### o Garbage Disposal Care

http://www.life123.com/home-garden/home-appliances/garbage-disposals/garbage-disposals.html

#### 5. GFCI outlets

GFCI stands for "Ground Fault Circuit Interrupt". These outlets are typically installed within a short-range from water, but could possibly be installed anywhere in your house. If you have something plugged into one of these outlets and it stops working, it's possible that you were overloading it with a device such as a hair dryer or a portable heater. In order to make the outlet functional again, simply press the button (white or red) that says "Reset". Try again and you should be okay. If the outlet continues to trip, then you are most likely overloading the outlet with whatever is plugged into it. If it does not work at all, then there may be another problem and you should submit a maintenance request. Please note: in some cases (especially in newer homes) a GFCI outlet or reset switch could be located away from but still controlling the outlet that stops working, such as in a nearby closet in a bathroom.

#### 6. Septic Tank Care

http://www.fcs.uga.edu/pubs/PDF/HACE-E-47.pdf

#### 7. Clogged Toilets

If our plumber determines that a clogged toilet was caused by the resident, the resident will have to pay the plumber's bill. If you think you've caused the problem and want to avoid this situation, you can try to unclog the toilet yourself using these simple and helpful hints.

http://www.ehow.com/video\_383\_unclog-toilet.html [Video]

http://www.youtube.com/watch?v=BA-11wvO9lk [Video]

http://artofmanliness.com/2009/09/03/how-to-unclog-a-toilet/

#### 8. Replacing the Toilet Flapper Valve

This is one of the simplest repairs in the house. We have a couple of videos for you, with the first being the shortest and most straightforward. Please note: even though the first video shows a wet vac to soak up water, you do not need that in order to complete the replacement, although a towel might be handy. Also note: the water in the reservoir is filled with clean water, so getting your hands a little wet should not be a concern. http://www.youtube.com/watch?v=2FOWj-J0wLU&feature=related [Video]

#### 9. How to Reset a Garage Door Remote Control

http://www.ehow.com/how\_5004652\_reset-garage-door-remote-control.html

#### 10. Winter: Preventing Frozen/Burst Pipes

When the temperature drops below freezing, there is a very real possibility of your water pipes freezing, which could cause your pipes to burst and ruin your house with water when they thaw. http://tinyurl.com/prevent-frozen-pipes

#### E. Maintenance Priorities

Everything isn't an emergency. We have established five categories of maintenance priorities and a target response time for each of them. Your requests will be handled in the order that they are submitted with the following response times as guidelines.

# **Category 1: Emergency Maintenance**

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

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

### The Following are NOT Emergencies

Refrigerator outage, locking yourself out of the house, power or gas outage, a/c outage when the property has 2 a/c units and 1 is still working, oven not working, water heater outage. These issues may be inconvenient, uncomfortable, and aggravating, but they are not true emergencies. Duffey Leasing is not liable or responsible for loss of food/groceries caused by appliance break down or for damaged belongings due to water leaks. Please make sure that you have adequate renter's insurance to cover unforeseen personal losses.

#### Category II: Urgent Maintenance

Broken windows, plumbing repairs with the exception of clogged toilets, loose railings, wobbly decks, electrical problems. **Target: 2-4 business days service** 

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

#### **Category III: Normal Maintenance**

Appliance repair, garage door repairs, leaky faucets. Target: 4-8 business days service

# Category IV: Non-Essential Maintenance

Fence repair, gutter cleaning. Target: 30 business days service

### Category V: Not a Habitability Issue

Screens; broken lattice; pressure washing; broken window shade; broken tree limb; missing door stopper; missing door knob; all light bulbs including stove, chandelier, and refrigerator; fireplace gas keys. **Target: Point these items out during the next property visit or bring them up at lease** 

#### renewal time. These items may not be approved for repair by the owner.

# **Tenant Damages**

Damages to the property caused by abuse, neglect or misuse will be charged back to you. We will rely on the servicing contractor to tell us what caused the problem.

# F. Scheduled Maintenance Visits

It is possible that the homeowner has selected from our list of proactive scheduled maintenance options that may be done without your prompting. We will always let you know when contractors will be coming to the property to address issues like gutter cleaning, HVAC servicing, termite inspections, fall landscaping, etc.

Please note: any time a member of Duffey Leasing staff or one of our contractors are coming to the property to perform an inspection, repair, maintenance, etc. we will always make multiple efforts to contact and notify you first. Please cooperate by listening to your voicemail messages and returning our phone calls at your earliest convenience, especially if the call is related to a repair that you have requested.

Any repairs to the inside of the home must be done when you are present, we do not allow our vendors to enter properties unless the residents are there. Please keep this in mind and be mindful of contractor/vendor appointment scheduling and timeliness in allowing access to the home. Make sure that the area surrounding whatever the contractor or vendor is there to perform maintenance or a repair is easily accessible. If you have pets, please put them out of the way in another room, the yard or secure them in a cage.

If an emergency situation arises, obviously it would be difficult to schedule an appointment in advance but we will do our best to contact and inform you of what's going on. Our residents' safety is always our first priority.

# G. Division of Maintenance Responsibilities

Below is a visual of maintenance items to remind you of what things you are responsible for and what Duffey Leasing is responsible for.

Landlord vs. Resident's Responsibilities

Item	Landlord	Resident
water systems breakdowns	X	
clogged plumbing in house		Х
clogged plumbing between house & street	X	
broken garbage disposals	X	
resetting garbage disposals		Х
HVAC breakdowns	X	
setting HVAC controls		Х
changing HVAC filters		Х
electrical system failures	X	
resetting GFI switches		Х
replacing all light bulbs		Х
all utilities		Х
mandatory homeowners' association dues	X	
termite treatment and rodents	X	
household pest control		Х

yard fencing maintenance	Х	
lawn mowing & maintenance		Х
shrubbery & flower beds maintenance		Х
existing security system repairs	Χ	
security system monitoring		Х
microwave turntable		X
smoke detector installation	Х	
smoke detector batteries	_	Х
exterior drain hose bibs (winterize)		Х

# Critical Issues in the Lease

#### A. 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 our 6 month visits and address necessary and/or preventative maintenance. The lease gives us that right between 9 a.m. and 6 p.m. daily, except in the case of emergency. The lease allows a Duffey Leasing staff person (or one of our approved contractors) to enter the property with our key for emergencies (and to do maintenance). We will call in advance unless we are dealing with an emergency. We respect your privacy and understand your need to control what happens in the home in which you are living. Courtesy will always drive us, so don't worry about someone stopping in unannounced an emergency occurs.

#### B. Move-In Inspections

The move-in inspection is designed to document the condition of the property prior to your taking possession so that you are not held responsible for preexisting damages. This will be the benchmark we use after you vacate the property to establish charges for damages. After you sign the official move-in inspection, we cannot add to the list so don't send us additional lists after you take possession. See your lease for more details.

# C. Lease Renewals (60 days)

Your lease automatically renews 60 days prior to the anniversary date unless one of us notifies the other in writing of our intent to terminate the tenancy. If you do nothing, your lease will automatically renew for 12 months.

\*\*Notices to Vacate must be in writing or you can complete one via email by sending it to management@duffeyleasing.com

#### D. Automatic Rent Increase

Your lease says the rent increases by 5% at each anniversary date unless this is negotiated prior to the 60 day notice date. Review your lease for details.

# E. Lease Renewal Fee

When your lease renews, there is a \$35 renewal fee due. If you negotiate a short term renewal (less than 12 months), the renewal fee is \$150. Review your lease for details.

#### F. 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 take over the rent." There is no subletting allowed without written approval from Management. Fines for violations will apply. We need to approve all adult residents living in the property. If one of you needs to move out, coordinate it with Management directly. Don't sublet to another tenant on your own and not discuss it with Management. We have a procedure to add a renter to the lease. Contact Management to see how this can be properly accomplished.

# G. Early Termination

If you need to vacate the property before the anniversary date, there is a stipulation in the lease that outlines how that is done and what the costs are. Communication with Management is critical if you have to move out early so make good communication a major priority. If you just move out and quit paying rent before the termination date on

your lease agreement, you'll be creating a lot of extra costs that can be avoided if you do a coordinated early termination and cooperate with Management.

Provided the resident is not in default hereunder at the time of giving notice, has strictly complied with all of the provisions of this agreement, is current with all fees due to Management, and termination is as of the last day of a calendar month, Resident may terminate this Lease before the expiration date by:

- 1. Giving Management 60 days written notice on the last day of the month; plus
- 2. Paying all monies due through date of termination; plus
- 3. Paying an amount equal to two month's rent; plus
- 4. Return the Premises in clean and ready to rent condition; plus
- 5. Paying a \$200 administration fee as liquidated damages as the parties agree, the precise amount of advertising costs, length of vacancy and other factors are impossible to ascertain at the outset and that the sum set forth in this paragraph is reasonable compensation for breach by the Resident under this paragraph. The foregoing shall not relieve Resident of his/her responsibilities and obligations regarding any damages to Premises. No proration will be given for percentage of lease term completed by Resident.

#### H. Lawn Care

One of the major differences between renting a house compared to an apartment or condo is you are responsible for lawn care unless an alternate arrangement is specified in your lease. Unless there are special arrangements to the contrary, your lease says "it is your responsibility to maintain the lawn, pine islands, weeds, trimming, etc." Your failure to do so can create serious problems for the homeowner and Management. This will generate complaints from neighbors and if there is an HOA, there can be fines assessed. 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.

#### I. Termites

Duffey Leasing (as the owner's agent) is responsible for managing termites. Since you are our primary set of eyes on the property, please let us know if you see any termite activity. They usually swarm in the spring and are visible.

#### J. Pest Control

You are responsible for other pests in the home. We strongly recommend you use a licensed pest control company to manage pests rather than doing it yourself. If you need assistance connecting with a pest control company, we can refer you to the one we use. They know our houses and will be more reasonably priced than outside companies. Please review the pest control policy in your lease.

#### K. Contact with the Owner

Duffey Leasing is your management company and will be your only contact during your tenancy. If someone calls or shows up at the property claiming to be the owner (or an agent representing the owner or lender, appraiser, etc.) 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 are not affiliated with Duffey Leasing (or a contractor from Duffey Leasing there to perform work) and claim to have authority over the property. If anyone contacts you about the property, always refer them to Duffey Leasing and/or the police if you feel you're in danger.

# **Housekeeping Documents**

#### A. Pets (Authorized and Unauthorized)

Many home owners will allow pets at their property and some do not. If the owner allows pets you can have pets with paying a \$250 nonrefundable pet fee, per pet and complete a pet exhibit to your lease agreement. If you bring an unauthorized pet into the property, regardless of whether or not you're the owner of the pet and no matter how long they will be there, we operate on the assumption that you had it the day you moved in and charge accordingly for it. There is no such thing as a visiting pet as far as our lease agreement is concerned. If an unauthorized pet is at the property, a \$250 nonrefundable pet fee as well as a \$250 lease violation fine will automatically be applied to your account. Review the pet exhibit to your lease signed before taking possession of the property for additional information, rules and regulations. It's a good idea to pay close attention to these rules especially when you are nearing the end of your lease and preparing to vacate the property.

#### B. Smoke Detectors

We will count smoke detectors at your move-in to make sure there is one on every level of the home. You are responsible for replacing batteries as needed in all smoke detectors and reporting it to us if they are no longer working.

#### C. Renter's Insurance

The home is covered by the homeowner's insurance under a landlord policy, but your personal property is not included. We strongly encourage you to maintain a renter's insurance policy while you are in the property. Contact

your insurance provider to obtain a policy. Renter's insurance will cover the contents of your house and your personal belongings. In addition, renter's insurance covers things like the lost contents of a freezer or refrigerator when the power goes out, or the property damage caused by a burst water heater. We are not responsible for damages to your personal property or belongings, so renter's insurance coverage for your personal belongings while you're renting.

#### D. Mold / Mildew

Every house has mold or mildew at some time in some area. 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 tiles clean and the refrigerator wiped down, you'll probably never see any. You executed a Mildew Addendum to your lease before taking possession of the property that teaches you how to deal with mold and mildew. Please read it carefully and let us know if you have any questions or concerns.

#### E. Roommates

Unrelated roommates signed a special exhibit to the lease before taking possession of the property. It lays out the policy for roommates in regards to items like rent payments, return of security deposits and other issues unique to roommate situations. Please review the document carefully to avoid lease violation fines.

# F. Property Visits

Every 6 months or more often when necessary, we will make an appointment to walk through the property for a quick inspection. This should only take 10 to 15 minutes. You can be present if you like or we'll use our key. The purpose of the inspection is not to address housekeeping but to assess the property for any issues and report them to the homeowner. We understand your concern for your privacy and do everything in our power to be considerate. The inspection will be done by appointment unless you fail to respond to our calls. If you demand for the inspection to be done after normal business hours (or on weekends) you will be responsible for the extra charge of \$75.

#### G. Lead Paint / Flood Disclosures

State and federal law requires us to provide you with disclosures on lead paint and the property's propensity to flood if applicable.

# **Utilities**

#### A. Get Utilities Connected Before Move-in

You must make sure utilities are on before you take possession of the property with the exception of water. You are not allowed to have water turned on until you occupy the property. Any damage caused by this will be the sole responsibility of the tenant. If you fail to make said arrangements, you may have to wait a few days before the utilities are turned on. If you fail to have the utilities on in your name at move in and they are still on in the homeowner's name you will be billed back for usage with an additional fee and/or experience a service outage when the utility is turned off soon after your move-in date.

#### B. Keep Utilities On and Bills Current

Failure to keep utilities on (and bills paid) during your stay may result in a default of your lease. Never turn the heat off during your vacations when there is cold weather. When utilities are off, there is an increased possibility for water pipes to burst, mold, break-ins, etc. Always keep garage doors closed during cold weather, as garages often do not have the same insulation that other parts of houses do and pipes freeze more easily. Keep utilities on at all times.

#### C. Keep Utilities on through the Move-out Inspection

You must keep utilities on through the move-out inspection, per your lease agreement. If they are not on at the time of your inspection a \$75 fee will be deducted from your security deposit. Please note, legally we have 3 days to perform the move-out inspection from the date you move-out and turn in keys. We will do our best to inspect as close to your actual move-out date as possible and communicate when that will be so you can schedule for utilities to be turned off after the inspection has been performed.

# **Homeowner Association Issues**

If a Home Owners Association manages the community, it is very important to obtain a copy of the community and amenity rules & regulations, covenants, etc. and follow them to avoid fines and/or penalties like not being able to access amenities. Some HOA's are very serious about enforcing their rules and covenants. Failure to cooperate with them will only cost money and cause frustration. Please review the HOA addendum to your lease executed at move-in to avoid potential conflicts with the HOA in your community.

#### A. Parking

Most communities have rules about where you can and can't park. Follow the rules and you will avoid violations and/or fines.

#### B. Access to Amenities

In most communities there are keys, passes and codes to gain entry to community amenities. If you do not have the necessary key, pass or code or are having trouble trouble with any of them, let us know and we'll help. HOAs often try to prevent home owners from renting their homes and prevent renters from using the amenities; unfortunately we don't have much control over them but do our best to work the situation out where it's the best possible scenario for everyone. Friendliness and cooperation usually help a lot in getting help from the HOA. We will do our best to communicate with the homeowner regarding keys, passes and codes to amenities, and payment of HOA dues.

#### C. Mailbox Keys

We will provide you with a mailbox key if the property (apartments or townhomes) utilizes locking mailboxes.

# Foreclosure Issues

Most homes have mortgages on them and they can take a priority position over your lease. Occasionally an owner will fall behind on mortgage payments and a foreclosure could then threaten your rights in the property.

#### A. What to do if you receive a foreclosure notice

If you receive any notices about a pending foreclosure, please forward a copy to our office immediately so we can check it out with the owner. Most foreclosures are eventually called off by the lender usually in the final days, so don't panic. If the property was foreclosed, you would have several options including staying in the property until the end of your lease.

#### B. Renter's Rights in Foreclosure

In May of 2009, Congress passed into law the "Renters Rights in Foreclosure Act" guaranteeing renters the right to remain in a foreclosed property until the anniversary date of their lease with the same terms. If a foreclosure occurs, the renter would begin paying rent to the lender, wouldn't be required to move under the new law. Please don't hesitate to contact us if additional information.

# **Move-out Process**

#### A. Move-out Inspection

The landlord is responsible for documenting damages to the property when you move out and they will be the basis for charges deducted from your security deposit. This inspection needs to be done within a couple of days of your vacating the property, so communicate with management as to when you intend to be out. We can't do a move out inspection until you've completely moved out, so don't schedule your inspection until you've moved everything out and done all the cleaning you intend to do. If you are not completely out of the home when the inspector arrives, it will cost you money for their return trip. We often do 5 or 6 move out inspections a day, so we're never really sure of the exact time we will be at each property. If you are not present for the inspection, we will mail you an inspection report at the subject property address or the forwarding address that you provide to us.

#### B. Why is there a lockbox on my door?

The lease gives us the right to market the property during the last 60 days of your tenancy. We will install a lockbox and put a "For Rent" sign in the yard. We will always be considerate when showing the property and calls will always be attempted prior to our showing prospective tenants. If you repeatedly do not answer our calls and attempt to prevent showings, per your lease agreement, you will forfeit your security deposit. Please cooperate with us to make the transition as smooth as possible.

#### C. What happens if I limit showings?

During the final days of your tenancy 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 and/or tenants. If you attempt to limit or restrict

access to the property between 9 a.m. and 6 p.m. daily for showing, you will be in default of your lease and forfeit your security deposit.

#### D. How do I get my security deposit back?

You can ensure that you receive your security deposit back by taking great care of the home during your tenancy and making sure that it is clean & free of debris for your move-out inspection. During the move-out inspection we will take your move-in inspection and compare it to the current condition of the home. We will have to charge for the items not identified in the move-in inspection.

#### E. What are the charges if all items are not satisfactory at move-out?

We pay maintenance contractors and cleaning companies to do the work. They charge us standard rates for quality work. You will be responsible for paying the cost to repair or replace the damaged item(s) back to the original condition. Save yourself money and return the house to its original condition when you move out. Don't forget to turn in all keys, garage door opener remotes, pool passes, gate passes and mailbox keys!

# F. Once you have determined the charges for repairs, can I get back in and do it myself?

No. Paragraph 8(a) of your lease states you will "deliver the Premises to Management in good condition upon termination or expiration of this agreement, leaving said Premises in a clean and sanitary condition." Once we have completed the move-out inspection, you will not be allowed to return to the property. Complete all cleaning and repairs prior to the move-out inspection.

# G. Where will the security deposit check be mailed?

The deposit will be mailed to the forwarding 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.

#### H. What happens if I accidentally take the garage door remotes?

If the remotes are missing at move-out, we will charge you for them. Because garage door remotes are expensive and some brands are hard to find, we will give you 5 days to return the remotes to our office. If we receive them within 5 days, we will remove the charge from the move-out inspection.

# I. Do I have to be present during the move-out inspection?

No. We understand the difficulties in scheduling time away from your job. Your presence is not required at the move-out inspection. We will mail a copy of the move-out inspection report to you within 3 business days after possession has been turned over to us. If you have any questions at that time, you can schedule a time to speak with Management about it. Move-out inspections are scheduled Monday through Friday between 9 am and 4 pm, not on holidays or weekends.

# J. What if I do not have the time to do house cleaning, carpet cleaning, flea treatment, landscaping or other repairs?

We have reliable people who can do these things for you. We are happy to help. However, if you don't handle this before the move-out inspection we will deduct the cost of the invoices from your security deposit.

#### K. What are my responsibilities if I had a pet?

Duffey Leasing's pet addendum to the lease agreement calls for some specific items that you must do before moveout if you had a pet:

- 1. Remove all evidence of the pet. Watch for and remove all: food dishes, <u>pet hair</u>, leashes, <u>pet waste</u>, holes in the yard, etc. and repair any damage caused by the pet.
- 2. Get rid of all pet related odors.

# L. How do I handle utilities?

You are responsible for your utilities through the day of the move-out inspection. Contact your utility companies and alert them of your moving date. Notify Duffey Leasing in writing regarding your last day of occupancy so we can make arrangements to keep them on or switch them back into the homeowner's name. Your lease calls for a \$75 fee if utilities are off during the move out inspection.

#### M. What happens if my security deposit is insufficient to pay all I owe?

You must settle up your account within 30 days of your move-out. Every effort will be made to give you time to pay what your balance and possibly work out a payment arrangement with you. Unsettled accounts will be reported to the Credit Bureau and turned over to collection agencies.

#### N. What happens if I am not out the date I expected to be out?

You're still under the lease and rent is due. Keep utilities on until the move-out inspection to keep from paying any fines. If you do not give us clear instructions (i.e. I am out, the property is vacated) we will be slow to enter the property and remove your personal items. If you do not notify us of your change in move-out date, you will incur a \$75.00 trip charge. Please be sure to keep us informed so we know when you are completely out and can take over the property. Your rent stops when we do the move-out inspection, so let us know when you are out. A \$100 per day holding over fee may apply for staying past the expiration date of your lease agreement without first communicating with Management.

# Miscellaneous

#### A. Lockouts

Everyone gets locked out from time to time. Don't worry. There are local locksmiths available 24/7 to meet you at the property and get you in. The cost is yours, but they'll get you a set of back-up keys to hide so it won't happen again. If you change the locks, you have promised in the lease agreement to inform us and provide to us with a copy.

#### B. Home Warranties

Some owners have purchased a home maintenance warranty on the property. Although they generally respond in a timely manner, they need your full cooperation to get their contractors into the property to make necessary repairs. Since we don't control these contractors, there's not much we can do to create a sense of urgency for them. As our relationship grows, you'll become accustomed to the quick, efficient service you receive from Duffey Leasing's contractors handling your maintenance requests. Please be aware that your experience with home warranty contractors may not be the same. You'll be contacted by the home warranty company for covered repairs and will make your own scheduling arrangements directly with them.

# **Buying a Home**

# A. The Home You're Renting

Duffey Leasing will be happy to assist you in purchasing the home you are leasing provided the owner 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 Management.

# B. A Home Outside Duffey Leasing

Duffey Leasing will also be happy to assist you in purchasing a home that is not a property we manage. Duffey Leasing has several agents covering the West Georgia area that are willing to walk you through the purchase process. This can happen when you give 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. Management and your agent can advise you ahead of time what the steps are so you can plan accordingly.

#### C. Lease Purchase

This is a very effective tool for residents who would like to purchase a home but are not quite ready to obtain a mortgage in the current market. Duffey Leasing/Duffey Realty has structured many lease purchase sales. Lease purchases are typically initiated when the resident/buyer moves into the property and they generally close within 2-4 years. However, if you are currently leasing a property managed by Duffey Leasing and wish to consider a lease purchase midstream, we can help facilitate that for you, provided the owner is willing to sell and all parties are in agreement with the terms.

There are many more issues that will come up during your tenancy with Duffey Leasing. When that happens, feel free to call us for help. We will work hard to make your leasing experience a pleasant one and your cooperation is always very much appreciated.

# Many Thanks,

**Duffey Leasing & Management**