

# Resident Handbook

This handbook is **CHR's** way of informing our residents of the vital information they need in order to enjoy their **CHR** rental experience. It will serve as your guide regarding paying rent, handling maintenance, lease renewals, early terminations, Homeowner Association issues, property visits, and a host of other topics. You'll find just about everything you need in this handbook.

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## **I. General Information**

### **A. Office hours and basic company information**

**CHR** is open during normal office hours 10:00am to 4:00pm Monday thru Friday. We have a drop box available 24/7 for after hours purposes. We are located at 789 Meeting Street, Charleston, SC 29403. Our telephone number is 843-795-0600.

## **B. *CHR's* Core Values**

1. We commit that our marketing material, and the information on 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 work at moving them to the best possible position of service to CHR 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 without sacrificing the all-important priority of great customer service.
5. 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.
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 (and spoil) our staff and create a safe (and healthy) work environment that fosters respect and opportunity for personal and professional growth.
9. We will constantly strive to protect our owners from the liabilities of owning rental properties.
10. We will strive to be a leader in the property management industry in South Carolina and throughout the nation.

## **C. *CHR'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 them and helping them reach their highest professional potential.

# **II. Paying Rent**

## **A. Payment Options**

We offer several electronic payment options to assure prompt and secure rent payments. Once you are registered in our payment system you will have a simple electronic option to pay rent each month. We still take paper checks by mail but they are less reliable and harder to process, and incur a \$25 processing fee. Electronic payments are faster, safer, and easier on everyone so we encourage electronic payments. If you wish to make an electronic payment but do not wish to use a credit card or e check, then you may use our electronic cash payment (ECP) slip. This was included in your move in package and payment can be made at any CVS locations.

## **B. Due Date**

Rent is due on the first of the month and is considered late on the second. Please note that Bill Pay through your online bank still mails us a check. If the check is not received by the first, a late fee will be assessed.

## **C. Personal Checks**

Personal checks are acceptable at any time before the 5<sup>th</sup> of the month. After the 5<sup>th</sup>, certified funds are required. Certified funds are also required if checks are being returned for non-sufficient funds. *CHR* will notify you if personal checks will be refused.

**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 Tenant Portal Service.

**E. Late Fees**

After the due date, rent will not be accepted without the late fee. We encourage you pay rent by the 1<sup>st</sup> to avoid paying any late fees.

**F. Late Letter**

*CHR* will send you a late notice if rent has not been received by the 5th. You must pay with a certified check or money order after the 6th including the late fee.

**G. NSF Check**

An NSF fee is due regardless of the reason. (Your bank may reimburse you for this charge if they were at fault.) If this happens, *CHR* has the right to request certified funds from that day forward. You will be given 48 hours to make the check good.

**H. After the 9<sup>th</sup>**

If rent is still unpaid by the 9th, *CHR* will begin dispossession proceedings. Once this has started, rent will not be taken without the late fee, a \$200 deposition fee and certified funds.

**I. 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 full month, and the pro-ration is paid at move in.

**J. Last Month**

Rent is required every month, including your last month. You may not use the Security Deposit to pay rent.

**K. Payment Ledgers**

“*CHR*” keeps close track of all moneys due and paid by each resident. You can get a print out of this ledger for your personal records. Requests must be made in writing and they will be emailed to the resident.

**L. Using the Mail**

You may always mail your rent to *CHR* however, if received after the 1st the late fee will be due. We recommend you mail your rent early and date your check the 1st of the month. We will hold it until the 1<sup>st</sup>.

**M. Bring to the Office**

To assure that payment is received by the 1<sup>st</sup>, you may bring it to the office. Any payments received at the office will be charged a \$25 check processing fee. A drop box at the front door is available for your convenience. Office hours are 10:00am to 4:00pm Monday through Friday.

**N. Paying less than the balance due**

If there is an outstanding balance due on your account, we will notify you. After that, we will refuse payment (return payment) unless it is for the full amount. We will work with

you on a payment plan when necessary, but it must be approved by the manager in writing. You will not be able to keep a running balance due **CHR**.

#### **O. Reporting**

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

### **III. Maintenance Issues**

#### **A. Emergency Maintenance**

**CHR** monitors a 24-hour hotline for maintenance emergencies. You will be charged fines if you leave messages on the hotline 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 emergency maintenance items, call 843.779.7101.

##### **1. Emergency Defined**

Anything relating to the property under the lease that is threatening to life, health, or the property.

##### **2. Examples**

Fire, tree blown on the roof, flood, sewage back up, gas odors, broken water pipes, furnace out (if the weather is below 45 degrees) a/c out (if temperature outside is above 85 degrees). If the emergency is life-threatening, call 911 immediately!

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

Refrigerator out, locking yourself out of the house, power or gas off, oven not working, a/c out if the temperature outside is below 85 degrees and/or the property has 2 a/c units and one is still functioning properly, water heater out. **CHR** is not liable for loss of food caused by appliance break down.

##### **4. 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. If you call the Emergency Line for a Non-Emergency you will be charged a \$100 fee. Do not call in an emergency unless it is truly an emergency.

You will also be charged a \$75 trip charge if you set up an appointment with any contractor and do not show up for the appointment.

#### **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 the resident, 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 on line.

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

Renting a house is not like renting an apartment. **CHR** 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.

Single-family homes and condos are different than apartments. In an apartment community there is usually a full-time maintenance man on site that can attend to repairs immediately. This is not the case when you rent a single-family home or condo. Keep this in mind:

1. Minor repairs, cosmetic repairs, and items that do not substantially affect your lifestyle may not be fixed (i.e. chipped paint, missing screens, doorbells that do not work, etc.).
2. Damages caused by abuse 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 you or your children dropped in the toilet, it 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. Unless the contractor can prove it was not caused by you (i.e. roots in system). Clogged plumbing will be your responsibility. CHR's responsibility for plumbing problems run between the house and the street only. The city is responsible for water lines in the street.

Resident is responsible for dislodging things that have been flushed down the toilets or sinks. It shall be the responsibility of the resident to make sure there is no item blocking the plumbing. After the resident has made an effort to solve the problem, CHR will take on the challenge.

If CHR's plumber reports that the problem was caused by the resident, i.e., brushes, toys, personal property in the system, the expense of the plumber's visit and repair will be incurred by the resident. CHR 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 the manager or owner. You will need to make your own arrangements to set up service in your name.
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 squirrels, insects, chipmunks, wasps and bees, ant beds, roaches, etc.
6. The owner will handle termites. Let us know if you see any.
7. Yard care is your responsibility. You must do regular mowing, watering, trimming and edging, weeding, raking and other regular lawn care maintenance.
8. Change HVAC air filters at least quarterly. The system will run more efficiently, you will save money, and have less dust in your home.

Contractors are just like us – they have families and personal lives. They want to be home at night and weekends with their families. If you insist on meeting a contractor/repairman at your property after hours (weekdays after 5pm, Saturday or Sunday) you pay the after hours premium (usually \$75) for “non-business hours service.” Think of it as a “co-pay” for the convenience of getting “non business hours service.” The exception of course is emergencies.

#### **D. Maintenance Tips**

Renting a home requires that you pay attention to some small maintenance issues such as changing your filters, clogged toilets, resetting your 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 it could well be the breaker switch, not the A/C. **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 reason is that the majority of time, the coils have frozen up and when the technician gets there, he won't be able to do anything until the coils thaw out. This means 2 trips for the HVAC tech, and a longer wait for you.

## 2. **Google “Change Your Furnace Filters”**

### 3. **Google “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.

## 4. **Google “Garbage Disposal Reset, Use, and Care**

### ○ **Reset the garbage disposal”**

If you get nothing when flipping the garbage disposal switch (and you have already checked the circuit breaker), lean down and take a look at the underside of the garbage disposal. Push in that little red button 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.

### ○ **Google “Garbage Disposal Use and Care”**

## 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 might need to submit an 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. **Clogged Toilets**

If our plumber determines that a clogged toilet was caused by the resident, then very possibly 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.

## 7. **Google “Replacing the Toilet Flapper Valve”**

This one's really easy and one of the simplest repairs in the house. The water in the reservoir is filled with clean water, so getting your hands a little wet should not be a concern.

#### 8. **Google “How to Reset a Garage Door Remote Control”**

#### 9. **Winter: Preventing Frozen/Burst Pipes**

When the temperature drops below freezing, there is a very real possibility of your water pipes freezing in your house which could cause your pipes to burst and ruin your house with water when they thaw. When freezing temperatures are occurring, you will receive an email from CHR.

### **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 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 out, locking yourself out of the house, power or gas off, a/c out and the property has two (2) a/c units, oven not working, water heater out. These issues may be inconvenient, uncomfortable, and aggravating, but they are not emergencies. CHR is not liable for loss of food 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 (Not clogged toilets. See notes below), loose railings, wobbly decks, electrical problems. **Target: 2-4 business day service**

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

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

Appliance repair, garage repairs, leaky faucets. **Target: 4-8 business day service**

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

Fence repair, gutter cleaning. **Target: 30 day service**

#### **Category V: Not a Habitability Issue**

Screens; broken lattice; power washing; broken window shade; broken tree limb; missing door stopper; missing door knob; all light bulbs including stove, chandelier, and refrigerator; and fireplace gas keys. **Target: Point these items out during next property**



**visit or bring up at lease renewal time. These items may not be approved for repair by the owner.**

**Tenant Damages**

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

If plumbing gets clogged due to items dropped in the toilet (toys, brushes, diapers, napkins, any personal items), clogged or misused garbage disposal, the cost of the plumber will be your responsibility (minimum \$150). This is not considered equipment failure and you should do everything you can to handle these issues by yourself. Buy a plunger. Unless the contractor can prove it was not caused by you (i.e. roots in system, pipe collapsed, septic tank backup), we assume it was caused by people, not by a defect of the property. Clogged plumbing is your responsibility.

**F. After Hours Maintenance Charges**

If you schedule with the contractor after normal business hours, you will need to pay any after hours premium charges. Our contractors work normal business hours and are only available after hours for true emergencies (and for additional compensation). They have families just like you and don't want to be working evenings, weekends and holidays.

**G. Scheduled Maintenance Visits**

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

**H. Division of maintenance responsibilities**

Here is a visual on maintenance items to remind you of "what things you are responsible for and what **“CHR”** is responsible for.”

**Landlord vs. Resident's Responsibilities**

<b>Item</b>	<b>Landlord</b>	<b>Resident</b>
Water systems breakdowns	X	
clogged plumbing in house		X
clogged plumbing between house & street	X	
broken garbage disposals	X	
reset garbage disposal		X
HVAC breakdowns	X	
setting HVAC controls		X
changing furnace filters		X
electrical system failures	X	
resetting GFI switches		X

replace all light bulbs		X
all utilities (unless provided by community)		X
mandatory association dues	X	
termite treatment and rodents	X	
household pest control		X
maintain yard fencing	X	
lawn mowing & trimming		X
shrubbery & pine islands maintenance		X
security system repairs	X	
security system monitoring		X
microwave turntable		X
smoke detector installation	X	
smoke detector batteries		X
exterior drain hose bibs (winterize)		X

**I. Maintenance charge-backs**

If the contractor we send to the property tells us the maintenance is due to your negligence, such as crayons in your garbage disposal, toys flushed down a toilet, GFI switch not re-set just to name a few, “**CHR**” will notify you and add the charge to your payment ledger. Failure to pay the bill will result in an outstanding balance on your account. This will need to be paid with your next rental payment or there will be consequences.

**J. Furnace filters**

To improve the air quality of the home, reduce allergy problems and save money, you need to change out the furnace filter at least quarterly. Failing to do this will likely increase your utility bills.

**IV. Critical Issues in the Lease**

**A. Right of Access**

Our policy is to respect your right of privacy at all times, and will attempt to contact you prior to visiting the property. However, we must be able to get into the property to do our six-month visits and address needed repairs. The lease gives us that right between 9 a.m. and 6 p.m. daily, except in case of emergency. The lease allows a “**CHR**” 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 just stopping in unannounced” unless water is flowing out the front door or some other disaster is threatening.

**B. Lease renewals (60 Days)**

Your lease automatically renews 60 days prior to the anniversary date unless one of us notifies the other 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 by email. Be sure you receive a response from your management team confirming receipt of your notice.

**C. 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. If you structured a 24-month lease, the rent will increase in the 25th month. Review your lease for details.

**D. Lease Renewal Fee**

When your lease renews, if you negotiate a short-term renewal (less than 12 months), the renewal fee is \$100. Review your lease for details.

**E. 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 without company written approval. 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 your manager directly, don’t sublet to another. We do have a procedure to “add a renter to the lease.” Contact your management team on how this can be accomplished.

**F. 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. Good communication with your manager is critical if you have to move out early so make “good communication” the priority. If you just skip, you’ll be creating a lot of extra costs that can be avoided if you do a coordinated early termination.

Provided 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 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 sixty (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 \$1,000 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

**G. Yard Care**

One of the differences you have when renting a house (as compared to a town home or apartment) is you are responsible for yard care unless the HOA does it. 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 HOA and homeowner. This will generate complaints from the neighbors and if there is an HOA, there could 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.

#### **H. Termites**

“*CHR*” (as the owner’s agent) is responsible for managing termites. 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 if you’re looking, you can’t miss them.

#### **I. 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. You can review the pest control policy in your lease.

#### **J. Contact with the owner**

“*CHR*” 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 owner (or agent representing the owner 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 “*CHR*” and we will handle them.

## **V. Housekeeping Documents**

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

Many owners will allow pets and some will not. You can have pets with written permission and a pet deposit. If you bring in an unauthorized pet, no matter whom the pet belongs to, no matter how long they have been there, we assume you had it the day you moved in and you will pay penalties. Review the pet addendum you signed before taking possession of the property for rules. Especially as you prepare to vacate the property.

#### **B. Smoke Detector**

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 keeping good batteries and replacing batteries as needed in all smoke detectors. Let us know if they don’t work.

#### **C. Renter’s Insurance**

The home is covered by the homeowner under a landlord policy, but your personal property is not included. We strongly encourage you to maintain renter’s insurance while you are in the property. We have had multiple house fires and can testify that without renter’s insurance, you are risking a lot. Renters insurance will also cover things like all of the lost contents of a freezer or refrigerator when the power goes out, or the damage caused by a

burst water heater. We are not responsible for such things, so you need good insurance coverage for your personal belongings while you're renting.

**D. Mold / Mildew**

Every house has mold and it's been around since the earth began. Most of it causes no health risk, but you always need to watch out for it. If you keep the shower tile clean and the refrigerator wiped down, you'll probably never see any. You executed a Mildew addendum before you took possession of the property that teaches you how to deal with mold and mildew. Read it carefully.

**E. Utilities / Property Visits**

View the rules regarding utilities in #VI of this document.

**F. Property Visits**

Every six months, or more often when there is a need, we will make an appointment to walk through the property. This should only take ten to fifteen minutes. You can be present if you like or we'll use our key. We are not there to address housekeeping, but to access property issues and report to the owner regarding any deferred maintenance they need to address. We've done thousands of these over the years and understand your concern for privacy. This will be done by appointment unless you fail to respond to our calls. If you demand they are done after business hours (or on weekends), you will pay the extra charge of \$75. These issues are detailed in the lease.

**F. Lead Paint / Flood disclosures**

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

**VI. Utilities**

**A. Get them on before move in**

You must make sure utilities are on before you take possession of the property. If you fail to make said arrangements, you may be in the property a few days before the utilities are on. We think we can tell you which company to call, but this is a moving target and we often don't have the right numbers. If you fail to have them on in your name at move in, there will likely be chaos, frustration, arguments, and costs.

**B. Keep them on and bills current**

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

**C. Keep them on through the Move-Out Inspection**

You must keep utilities on through the move out inspection according to your lease agreement. If they are not on for our inspection, your lease calls for a \$250 re-connect service charge plus hard costs.

## **VII. Homeowner Association Issues**

If a Home Owners Association manages the community, you need to get the rules and regulations and follow them to avoid fines and penalties. Some HOA's are very aggressive about enforcement of their rules, and resisting them will only cause you grief and cost you money. Review the HOA addendum executed at move in to avoid conflicts in your community.

### **A. Boots on Cars**

If the HOA can't get you to follow the community rules, they may revert to drastic measures to get your attention like putting a boot on the tire of your car to prevent you from driving. If that happens, contact us for a solution. We don't control what HOA's do and often can't get them to listen to us. Notice what the neighbors do and mirror it to stay out of trouble with your HOA.

### **B. Parking**

Most communities have rules about where you can and can't park. Follow the rules and you will avoid violations and fines. Make up your own rules, and you'll hear from them.

### **C. 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 renters 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.

### **D. Mailbox Keys**

Most of the time we will provide you with a mailbox key if we are provided one from the homeowner. However, townhouse associations require you to obtain keys from the post office.

## **VIII. Foreclosure Issues**

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

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

If you receive any notices about a pending foreclosure, forward a copy to our office immediately so we can check it out with the owner. Most foreclosures are called off by the lender in the final days, so don't panic. You may 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. If a foreclosure takes place, you'll be paying rent to the lender, but you won't have to move under the new law. Contact your property manager for more information.

## **IX. Move-Out Process**

### **A. Move-Out Inspection**

The landlord is responsible for documenting damages to the property when you move out that will be the basis for charges against your security deposit. This inspection needs to be done within a couple of days of your vacating the property, so communicate with your manager as to when you intend to be out. We can't do a move out inspection until you're completely out, so don't schedule your inspection until you're sure when you'll be totally moved out. 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 five or six move outs a day, so we're never really sure when we will be there. If you are not present for the inspection, we will send you a copy of the 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 stay. We will install a lockbox and put a sign in the yard. Courtesy will always drive our showing and calls will always be attempted prior to our showing prospective residents. If you resist this and try to prevent showings as described in the lease, you will forfeit your security deposit so cooperate with us and we'll make the transition smooth.

### **C. What happens if I limit 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 a.m. and 6 p.m. daily for showing, you'll be in default of your lease and will forfeit your security deposit.

### **D. 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 taking great care of the home during your residency and making sure that it is clean and 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 at move in.

### **E. What are maintenance charges to me if all items are not satisfactory at move-out?**

We pay maintenance contractors and cleaning companies to do the work. They charge us standard retail rates for quality work. You will pay the cost to repair or replace the 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 keys, garage 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?**

Your lease says 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 address that you give us. If no address is given, we will mail it to the property and rely on the postal system to forward it to you. If there are roommates, all names may 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 take the charge off the move-out inspection.

**I. Do I have to be present during the move-out presentation?**

No. We understand the difficulties in scheduling time away from your job. Your presence is not required at the move-out. We will send a copy of the move out inspection to you after possession has been turned over to us. If you have any questions at that time, you can talk directly to the person who handled the inspection. 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 we will deduct the cost of the invoices from your security deposit. Carpet and flea treatment receipts must be provided at time of move out inspection.

**K. How is the security deposit disbursed if there are roommates?**

We will disburse the funds according to written instructions signed by all Residents. If all cannot agree, CHR may disburse one check to all Residents on the lease.

**L. What are my responsibilities if I had a pet?**

CHR's pet addendum calls for some specific items that you must do at move-out if you had a pet:

1. Have the carpets professionally cleaned and deodorized. Have a receipt ready for CHR 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 by a pest control company for flea removal. Even if you believe your pet did not have fleas, this is required as part of your pet addendum. Have the receipt ready for CHR at time of move-out inspection or CHR will charge for this item.
3. Remove all evidence of the pet. Watch for food dishes, pet hair, leashes, pet waste, holes in the yard, and repair any damage caused by the pet. Owners are particularly sensitive to pet damage, so we will be too.
4. Get rid of all pet related odors.

**M. How do I handle utilities?**

You are responsible for your utilities through the day of the inspection. Contact your utility companies and alert them of your moving date. Notify CHR concerning your last day of occupancy so we can make arrangements to keep them on. Your lease calls for a \$250



admin fee if utilities are off during the move out inspection so it's better to leave them on until the inspection is done.

Utilities must NOT be turned off prior to the Move-Out Inspection! If utilities are off before the Move-Out Inspection is completed, you will be charged \$250.00 to get them turned back on. Once a date is set for inspection, do not change it unless you have decided to stay in the property. If you move out a day early or a day late, leave the utility change date alone.

**N. What happens if my deposit is insufficient to pay all I owe?**

You must make arrangements to settle up your account within 30 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.

**O. 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 am out, you have the property" we will be slow to enter the property and remove your personal items. If you do not notify CHR of your change in move-out date, you will incur a \$75.00 Trip charge. 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.

## **X. Miscellaneous**

**A. Lockouts**

We all lock ourselves out of our homes from time to time. Don't worry, but the cost is yours. If you need an extra key, we keep one under lock and key at the office. You can always get a copy during normal business hours. If you change the locks, you have promised in the lease to get us 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 the necessary repairs. Since we don't control these folks, there's not much we can do to light a fire under them. As our relationship grows, you'll become accustomed to the quick, efficient service you receive from "**CHR'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. You may be asked to pay the contractor their service fees at the time of service, which ranges anywhere from \$40 to \$125 per contractor. You'll then submit your receipt from the home warranty contractor and be reimbursed by "**CHR**" for these fees.

## **XI. Buying a Home**

**A. The Home You're Renting**

"**CHR**" 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 your property manager.

**B. A Home Outside “CHR”**

“CHR” will also be happy to assist you in purchasing a home that is not a “CHR”-managed property. “CHR” has several agents covering the Charleston area willing to walk you through the purchase process. 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 ahead of time what the steps are so you can plan accordingly.

There are many more issues that will come up during your stay with “CHR”. When that happens, feel free to call your manager or assistant manager for help.

We will work hard during your residency to make it a pleasant one. Your cooperation is always appreciated.

*Thank you for renting from us!!*