



All/Pros Real Estate

Tenant  
Handbook  
Rules and Regulations

Revised 07/2020/WS



# Welcome

Congratulations on the selection of your new home and welcome to your association with All/Pros Real Estate Property Management. We pride ourselves in being “The Best in the Business” and we hope you look to us for **all** of your real estate needs. Should you decide to buy or sell a home, please call our office and one of our experienced agents will be happy to help you.

As professional Property Managers, we have obligations to both you, as a Tenant, and to the property owner. The handbook outlines our responsibilities to you, and your responsibilities to us and to the property. Please read each paragraph carefully. A good relationship is possible when all parties understand and fulfill each of their responsibilities and obligations. Clear communication is the key to a successful Landlord/Tenant relationship. We are always ready to answer questions or discuss problems.

These rules and regulations are in accordance with 55-248.17 under the VRTLA

Amended 2017

**All/Pros Real Estate**  
Property Management

**Virginia Beach**  
505 S. Independence Blvd.  
Suite 111  
Virginia Beach, VA 23452  
757-467-9555

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## **I. GENERAL RULES AND REGULATIONS**

### **A. Addendum to your Lease**

This TENANT HANDBOOK is an integral part of your Lease and is legally binding. It may be updated periodically and all changes will become a part of your Lease as well. The most current version will always be available on our website at:

<https://www.allproshomes.com/tenant-login/>.

### **B. Virginia Residential Landlord and Tenant Act (VRLTA)**

Your Lease and your tenancy are governed by the provisions of the VRLTA, which clearly explains both Landlord and Tenant rights and obligations, as well as remedies for each. For more information, the full State code can be viewed at: <https://leg1.state.va.us/cgi-bin/legp504.exe?000+cod+TOC55000000013000020000000>.

### **C. Personal Information**

The information on your Lease Application must be accurate and all residents are required to update our office when there are changes. Any updates, especially phone numbers, email addresses, and places of employment, should be submitted to your Property Manager via email.

### **D. The Property**

You have leased a home...think of it as your own. During the term of this Lease, you are in possession of the dwelling and yard. Your obligations are similar to those of the property owner, and you are expected to care for and maintain the premises.

## **E. Rent Payments**

All rents are due and payable, in advance, without demand, on the first day of each month. Electronic payment is available to you through our Tenant Portal, which allows you to set up one-time, as well as Auto-Draft (monthly), withdrawals. Payments set up to come out directly from your checking account have no service charge.

(Make sure to enter your ABA routing number and checking account number in the proper places.) The Tenant Portal will also accept payments using your debit or major credit card. PLEASE NOTE THESE PAYMENTS WILL INCUR A SERVICE CHARGE FOR EACH USE. Payments may also be made by personal check or certified funds (cashier's check or money order). Cash is not accepted.

Make checks payable to:  
All/Pros Real Estate  
505 S. Independence Blvd., Suite 111  
Virginia Beach, VA 23452

Please mail or deliver your payment to the above address. All accounting is done by the address of the property, so be sure to write your address on each payment. You can deliver your payment to our office Monday through Friday 9am-5pm or in the dropbox after hours. All payments received will be applied to the oldest debt first. WE DO NOT ACCEPT POST-DATED CHECKS.

## **F. Late Fees**

Any charges on your account remaining unpaid beyond the 5th day of the month are delinquent and are subject to the Late Fee stated in your Lease Agreement. We do not accept personal checks.



### **G. Returned Checks/Non-Sufficient Funds (NSF)**

If an electronic payment is returned by your bank for any reason, your account will be assessed an NSF Fee and a Late Fee as described in your Lease. The amount, in addition to the fees, must be paid in certified funds within 24 hours of notification NSF monies that remain unpaid 10 days after notification will be subject to a \$250 administrative fee.

### **H. Default of Rent Payment**

Delinquent rental accounts are serious matters and may affect your credit. A Notice of Default will be mailed prior to taking appropriate legal action to collect the debt and regain possession of the property.

### **I. Tenant Portal Login**

The Tenant Portal streamlines your communication with your Property Manager. It allows you to pay rent online. If you have not received an email with a link to set up your Tenant Portal account, contact your Property Manager with your email. Follow the link in the invitation email, set up your own password and your account is activated. Add your checking account information to begin online rent payments. (Again, using your checking account's ABA routing and account numbers will incur a service fee of \$1.50. Using a credit or debit card will have an additional fee added to the transaction.)



## **J. Keys and Locks**

Alterations or replacement of locks, installation of additional locks, door knockers, mirrors or other attachments to the interior or exterior of doors requires written approval. **PADLOCKS ON INTERIOR DOORS ARE PROHIBITED.** Property Managers will not grant access in the event of a lockout. If you lose your keys or lock yourself out of the property, call a locksmith. If you are locked out of your property and require the use of a locksmith, you may not re-key or replace the property locks. You may have the locksmith make duplicate keys for the current lock set only. Under certain circumstances, with prior approval from your Property Manager, you may be allowed, at your own expense, to change the locks on your premises. If you do so, your All/Pros Agent must be given a key to each lock of the property. If we determine that you have changed the property locks without prior approval from your Property Manager, we may re-key the locks, and charge the cost to you. Copies of keys will be available at the office during posted office hours. One key per property will be provided. Additional keys may be made at your own expense. All keys are to be returned to us upon vacating the premises.

You may ask the Landlord to install any locks, security bars, or door viewers that are not already in place in the dwelling. Installation of these items will be at your expense and will be charged as additional rent with the next monthly rent payment after the work has been done and the bill has been received

**K. Trash**

All refuse and recycling materials must be placed in appropriate containers and be accessible for the city to pick up. Properties in communities with private trash pick-up must abide by that Association's Rules and Regulations.

**L. Disturbances, Noise, and Nuisance**

You and your guests are expected to conduct yourselves in a way that will not offend or disturb your neighbors or passers-by. Any activity that causes extreme or excessive noise, traffic or disturbance of any kind is cause for termination of the Lease. This type of activity includes loud, lewd music, vulgar or profane language. If music or other sound can be heard outside the perimeter of the leased premises, it is too loud. You are responsible for your guests.

**M. Move-In Inspection Report**

Upon taking possession of the property, you will be provided an initial property condition report for your approval. You will have five days to make additions or corrections and return a copy to your Property Manager. Please be as detailed as you want. When you vacate the property, this report will be compared to your move-out inspection and used to determine the amount of your security deposit refund. If this report is not returned as outlined under the VRLTA, the leased property will be assumed to be in acceptable condition and any defects brought to our attention after this date will be considered your responsibility. No exceptions will be made to this procedure.



## **N. Periodic Property Inspections**

As part of our agreement with the property owner, we will conduct routine inspections of the condition of the property. You will be notified of any problems and given 21 days to remedy them. Any breach not corrected will be addressed in accordance with the VRLTA.

## **O. Parking and Vehicles**

All vehicles shall be parked in assigned areas (garages, parking lots, driveways, parking pads, etc.) or on the public street, where allowed. Parking on lawns, sidewalks, and other areas not specifically designated for parking (including moving trucks) is strictly prohibited. All vehicles must be properly registered and licensed in accordance with City, State and DMV codes, laws and requirements. Inoperable vehicles shall not be parked or stored on premises. NO vehicle repairs (except minor repairs, such as changing a tire) are allowed at any time. NO oil, transmission, anti-freeze or other fluid stains are allowed on the driveways, walkways, or any other area on the property. All such fluids must be disposed of properly at an off-site location and cannot be stored on-site or disposed of in on-site refuse receptacles. You must abide by all private parking rules as they pertain to your rented property. It is your responsibility to discover these rules and regulations.

## **P. Guests**

Only those persons listed on the Lease have permission to occupy the premises. Any person staying more than three weeks each calendar quarter will no longer be considered a guest and you must obtain written permission for them to occupy the property.



The Landlord reserves the right to deny permission for additional occupants. Any unauthorized occupant constitutes a breach of your Lease. You are responsible for the behavior of your guests and all portions of the Lease Agreement apply to them.

### **Q. Emergency Maintenance/Repairs**

An emergency is when the threat of danger is present or property damage has occurred or is about to occur. To report an emergency, call the phone number provided to you by your Property Manager. **Be sure to state the nature of the emergency, your name, address and phone number in your message. If the emergency involves a fire or similar emergency, please notify the proper authorities at 911 BEFORE calling your All/Pros Agent.** Do not abuse the emergency system with calls that are not of an urgent nature. The following situations constitute an emergency:

- Fire. After dialing 9-1-1, call the emergency number for your residence.
- Flood or non-contained water leaks
- Frozen pipes
- No heat

Routine Maintenance requests may be submitted by the tenant. Please text maintenance requests to your Property Manager.

### **R. Insurance**

It is **required** that you maintain renter's insurance coverage throughout your tenancy. A copy of the declarations page of your policy is to be given to your Property Manager during your first month of residency. Please notify your insurance company that All/Pros Realty is the Property Manager (Agent of the property owner) and must be notified of any change in your policy.

### **S. Pets**

No pets, animals, snakes or birds, etc., of any kind are allowed on the premises without the expressed **written** consent of the Landlord in the Lease Agreement. A pet deposit, a pet fee, or additional rent may be required, along with a signed Pet Addendum. If you have unauthorized pets, you will be subject to a Default Pet Rent of \$500 per pet for each month or part of a month in which the unauthorized pet remains in the property. Violation of this policy is cause for termination of your Lease.

### **T. Condominiums/HOAs & POAs**

If you are renting a home within a Homeowners' Association (HOA), a Property Owners' Association (POA), or a Condominium Association that has bylaws or rules of conduct, you are responsible for abiding by the rules, regulations, and restrictions as set forth within those bylaws or rules. This includes, but is not limited to parking, trash, utilities, etc. Failure to comply with HOA rules and regulations may have fines associated with them. Any such fines will be your responsibility.

### **U. Cable/Satellite Dish**

Installation of additional cable/telephone outlets and satellite dishes without prior written permission is prohibited. Contact your Property Manager for information regarding permissions, restrictions, and insurance requirements. Any damage incurred to the property from wall-mounted televisions or other installation will be your responsibility.



## **V. Lease Termination (Non-Military)**

If you request to terminate this Lease prior to its expiration or the expiration of any subsequent renewal periods, you may be required to pay, as liquidated damages, an amount equal to a) one month's rent, if you have occupied the Property for less than six months; or b) one half of one month's rent if you have occupied the Property for more than six months at the time of termination, in addition to any other costs involved in the re-rental process. Further, you shall be responsible for all terms and conditions of this Lease Agreement until the property is re-rented or until the natural expiration of the current Lease term, whichever occurs first. All terms of an early termination are subject to Landlord approval and must be in writing.

## **W. Painting**

You may not paint any wall or part of the property without prior written permission. To obtain permission, you must provide all details to your Property Manager, including paint colors and specific rooms/walls that you wish to paint. Further, if permission is granted, you may be required to return the walls to their original/neutral color upon vacating. Painting in any house built before 1978 is prohibited.

## **X. No Smoking**

Our properties are "non-smoking properties" due to additional maintenance and cleaning costs, fire risk, and higher insurance costs associated with smoking in a rental unit. Smoking is defined as inhaling, breathing, or carrying any lit cigarette, cigar, pipe, or other tobacco or non-tobacco smoked product in any form, legal and illegal. Neither you nor your guests or invitees may smoke inside the premises.



## **II. WHEN YOU FIRST MOVE IN**

**Get to know the property. When you first move in, locate the breaker box and note the ground fault circuit breaker.** (Some of these are by the sinks or in the garage and may not be in the breaker box.) Find where the stove, hot water heater, and air conditioner breakers are located. **Locate the main water shut-off valve for the house, as well as the gas shut-off (switch with red faceplate), if the property has gas service.** Also locate the water shut-off for the hot water heater and under the sinks. **Locating these items now may eliminate damage later.**

**Keep this Handbook where you can find it!** Before calling us, see if the answer to your question is in this Handbook. Knowing what you are responsible for will help eliminate unnecessary service calls charged to you.

## **III. MAINTENANCE, DAMAGE, & REPAIR**

The Landlord is responsible for maintaining anything that is considered a “system” of the property, including HVAC, plumbing, electrical, fixtures, appliances, equipment, and structural aspects, provided they are not damaged, abused, misused, or neglected by you, the Tenant.

**You are expected to maintain the home and keep it in as good a condition as when you took possession. Routine maintenance and repairs necessary due to normal wear and malfunction will be provided/paid for by the owner of the property. You will be charged for repairs caused by your misuse, abuse, or neglect.**



### **A. Report Maintenance Requests Promptly and in the Proper Manner**

Submitting your maintenance requests in writing via text or email to eliminate confusion and to expedite resolution. **Be succinct with your request.** If submitting your request on a paper form, write clearly, legibly, and include the property address and your phone number. If you are not contacted by a repair person within 48 hours (not including weekends and holidays) after reporting a problem, please notify your Property Manager during office hours so that the work order can be reassigned.

If an urgent repair is needed (e.g., hot water heater is leaking), **YOU** are responsible for preventing further damage from occurring, if possible. If there is a leak, stop the water source immediately. If the problem is electrical, turn off the breaker servicing the area of concern until the repairman arrives. Be advised that you could be held responsible for damage resulting from your failure to report maintenance issues promptly. Once we have been notified, we will make all reasonable repairs within a reasonable time.

### **B. Unauthorized Repairs**

Do not make any repairs or authorize any maintenance work without our prior written permission. All repairs must be authorized by your Property Manager. In accordance with VRLTA, rent cannot be withheld because of needed repairs nor can the cost of needed repairs be deducted from rent. You will not be reimbursed for any unauthorized repairs that you make.

### **C. Light Bulbs**

You are responsible for replacing light bulbs in interior and exterior fixtures. Upon move-out, all lights must be equipped with the proper number and kind of bulbs. For decorative bulbs, all must match. Light bulbs must be 60 watts, unless otherwise specified on the light fixture.

### **D. Waterbeds**

Waterbeds are prohibited.

### **E. Walls and Ceilings**

Please keep the walls of the home clean and unmarred. Do not paint or wallpaper the walls. You are welcome to hang pictures on the walls, as long as the walls are clean and unmarred upon vacating. Use only 30 lb. picture hangers. (These are found at most hardware stores.) All ceilings must be dusted/vacuumed regularly and clean before vacating.

### **F. Windows, Screens and Glass**

You are responsible to replace or repair torn, damaged or missing window screens, and broken glass, regardless of the cause of the damage. If provided, keep the storm windows closed when windows are not open to prevent moisture damage to the windowsills.

### **G. Vinyl Floor Coverings/Hardwood Floors**

With normal household use, ceramic and hardwood floors may be washed with a solution of warm water and soap. A thorough cleaning is necessary three to four times per year. Do not use gasoline, benzene, naphtha, turpentine, or waxes containing these solvents. Rubber heel marks can easily be removed with the proper product. Do not apply varnish, lacquer, or shellac to the floor. You will be responsible for damage caused by the use of improper cleaning methods or products.

## **H. Carpet Care**

Routine carpet care requires a thorough vacuuming at least once a week to remove the soil from the carpet and keep pile erect. Heavy traffic areas require more frequent vacuuming to eliminate the coarse particles that can act as an abrasive on the fiber. A motor-driven brush vacuum and a beater-type vacuum cleaner are required if the home you rent has carpet. **Professional cleaning is required annually and also upon vacating. Proof by receipt will be required. Please contact your Property Manager for a list of approved vendors.**

## **I. Appliance Use**

All appliances that are a part of the Lease must remain in place and used during the Lease. If you wish to use your own appliance(s), you must get prior written approval. All appliances included in the Lease are your responsibility and must be reinstalled and working properly prior to Lease expiration, unless otherwise agreed to in writing.

## **J. Stoves**

If the oven or broiler will not turn on, check the timer on the stove. Generally, the knob will pop out if the timer is off. Turn the knob until it pops out. Instructions for other types are on the face of the stove. Be careful when cleaning the oven that the oven cleaner does not spill onto the cabinets, countertop, or floor. Do not use oven cleaner on self-cleaning or continuous-cleaning ovens. You will be charged for damage to an appliance caused by improper use, cleaning methods, or lack of maintenance. Glass cooktops must be seasoned once a month with glass top protectant. The use of the appropriate pots and pans is required. Please check with the manufacturer for recommendations.

### **K. Dishwashers**

Use the dishwasher at least once a week. The appliance seals may dry out and the motor may be damaged by long periods of non-use. Clean the door and check the bottom of the dishwasher after each use for items that may have fallen from the racks. Check around the outer door for food items falling from the counter. Only use soap products designed specifically for dishwasher use. Run the garbage disposal prior to starting the dishwasher and keep the dishwasher drain free of food and debris.

### **L. Garbage Disposals**

Do not put bones, greasy items, meat, pasta, rice, potato peelings, or any other coarse, fibrous material in the garbage disposal. Almost all disposal jams can be avoided by keeping inappropriate items out of the appliance. Run the garbage disposal regularly and avoid overloading it. Misuse will be your responsibility. Prior to calling maintenance for malfunction, check the reset button under the disposal.

### **M. Washers and Dryers**

Periodically, check hoses for leaks. If you are going to be absent from the property for an extended period of time, turn off the hot and cold water supply. Clean the dryer lint trap between each load.



## **N. Heating**

If your home has a **heat pump** for heating and air conditioning, the air coming from the vents will not be warm in the winter or cool in the summer. Heat pumps are designed for the temperature to be **set and then left alone**. During the extreme hot or cold temperatures, the heat pump may not keep the house as comfortable as you desire. When the heat index is high, the heat pump may struggle to lower the inside temperature more than about 10 degrees below the extreme heat. Do not set the thermostat at an extreme low temperature when the outside temperature is over 95 degrees. If the equipment cools too dramatically, moisture will freeze on the exterior and the inside unit will “freeze up” and not produce and cool air. If water drips from the inside unit, it is usually due to a clogged condensation drain line. (Some drains are easy to clean when a vacuum cleaner is used to blow out the line.) If the line becomes clogged or frozen, turn off the unit and clear the drain line or allow the equipment to defrost. If you allow a heat pump to run when it has frozen up, the repair cost for the damage incurred will be your responsibility.

If your home has **fuel heat, such as propane, kerosene, natural gas, or oil**, it is important to maintain tank levels at reasonable amounts. You, the Tenant, will be responsible for empty lines due to non-payment of service or allowing the tank levels to become too low, enabling dirt and debris to clog the line. In the event that service is called for fuel lines to be bled, you will be responsible for payment of this fee. Locate the emergency shut-off switch.

If your home has **electric baseboard heat**, usually it is fairly maintenance-free. Vacuum the units frequently to keep their operation efficient and make sure that all furniture and curtains maintain a safe distance from the heat source.

## **O. Air Conditioning**

If your home has **central air conditioning**, it is your responsibility to change filters on a monthly basis. Clean air filters will result in lower utility bills, a cleaner house, and will extend the life of the HVAC system. Window units may or may not be provided by the Landlord. If one is present in the unit, but not listed as an appliance on Page One of your Residential Lease, then it was left by the last Tenant and will not be a repair responsibility of the Landlord.

## **P. Gas and Pilot Lights**

If your home has **gas service**, your water heater, heating system, fireplace, and/or range could be controlled by gas. You are responsible for re-lighting pilot lights in the cases of outages. Most gas-controlled items have instructions regarding lighting procedures near the pilot/burner assembly. If you are unable to light the pilot, contact your gas utility provider. If you smell gas, turn off the emergency switch (resembles a light switch with a red cover plate), exit the property, and call the proper authorities. Upon request, the Landlord will provide, at Tenant's expense, a carbon monoxide detector for homes with gas service.

## **Q. Smoke Detectors**

You are responsible for testing the smoke detectors at least monthly and changing the batteries twice each year. The Landlord does not guarantee the effectiveness of any and all equipment installed in the unit regarding fire prevention.

## **R. Circuit Breakers**

If the Ground Fault Circuit Interrupter (GFCI) detects even slight voltage changes, it cuts the power during fluctuations. GFCIs are usually used for bathrooms, sinks, exterior plugs, garages, and some lights. If you lose power to an outlet near a water source, it is usually the GFCI. Most GFCIs located at the breaker box are marked with a red or yellow button, however many homes have the circuit resets at the outlet. Tripped breakers can also be the cause for an outage and are the next thing that should be checked. Individual circuit breakers and GFI circuit breakers may only move slightly when tripped. To reset, turn the breaker to the off position, then back on again. Older homes may have a fuse box – either in the basement or on the exterior. Be sure to keep an extra supply of the appropriate size fuses near the box for replacement.

## **S. Extermination**

Please report any pest problem within five (5) days of possession. If not reported in writing, it is agreed that premises has no infestation of any kind. Any future infestation of any kind will be your responsibility. You are responsible for reporting any suspected or known termite infestation. You are not responsible for termite control and we assume no responsibility for the treatment for **bedbugs, roaches, mice, ants, fleas, rodents**, or other pests. Please notify us if you suspect any termite or wood-destroying insects around the house or grounds. You will be charged for any damage caused by uncontrolled pests (e.g., ants and wasps building nests in the air conditioning unit, as this can damage the unit).

## **T. Well Water**

If the water supply at the property you are renting is provided by a well, be aware that in the event of the loss of electricity, you will also lose the ability to pump water from the well. It may be a good idea to have several gallons of water in reserve in the event of severe weather and power loss. If you DO have electricity and the water is NOT flowing properly, go to the breaker box and turn off the breaker

marked “Well Pump” and contact your Property Manager. If the water is discolored, notify your Property Manager. Water softeners and filtration systems shall be maintained by you. All necessary supplies shall be at your expense.

#### **U. Septic**

If the property you are renting has a septic tank, please note that a septic system is meant for the disposal of human waste ONLY. Paper towels, grease, Christmas tree needles, disposable diapers, and feminine products, etc., should be disposed of in the trash receptacles. It is necessary to flush “good bugs” on a monthly basis to promote good “septic health.” These products can be purchased at a local hardware store.

#### **V. Trampolines**

For insurance and liability reasons, trampolines are not permitted to be stored or used on the premises.

#### **W. Grills, Fire Pits, and Chimneys**

Use on any balcony is prohibited. All grills and other sources of flame must be kept at least five feet away from vinyl siding, wood, and combustible material. You may not store propane tanks in common areas. If you are renting a unit that is governed by an HOA, POA, or Condo Association, make sure to familiarize yourself with the rules and regulations covering use of grills, fire pits, and chimneys. As a general rule, fire pits and chimneys are not permitted and only community grills installed by the association may be used by residents. Privately-owned grills, if permitted at all, are usually required to be a minimum of 10 feet from any building. Fines for violating the association’s rules and regulations are the Tenant’s responsibility.



## **X. Yard Maintenance**

Unless otherwise stated in the Lease, it is your responsibility to maintain all aspects of the yard. This includes mowing, trimming, and edging of the grass areas; pruning shrubs and foliage, as needed; keeping grounds, gutters, and downspouts clear of leaves, pine needles, and other debris; keeping flowerbeds free of weeds; and mulching beds annually. All children's toys and clutter must be kept to a minimum, and trash put in proper receptacles. All furniture kept outside must be weatherproof and intended for exterior use. (No sofas on the front porch!)

## **IV. CLEANING AND HOW TOs**

### **A. Minimum Cleaning Standards**

- Keep windows and storm doors clean, inside and outside. Interior cleaning should be done at least once a month; exterior cleaning every six months. Wash windows and screens quarterly.
- Wash interior doors, doorways, and walls in heavy traffic areas every one to two months.
- Clean stove, drip pans, under drip pans, oven racks and drawers, broiler pan, hood, filter, and vent bi-weekly. Most drip pans and hood filters can be cleaned in the dishwasher.
- Wet mop all hardwood floors, ceramic tile, and vinyl floors bi-weekly.
- Dust baseboards, windowsills, window grids, tops of windows, ceiling fans, doors, ceilings, and corners of rooms monthly.
- Clean AC/heat air return grill often. It helps the mechanical operation of the equipment. Filters should be replaced every 30 days.
- Curtains and blinds should be cleaned or washed semi-annually. Decorator drapes should be dry cleaned every two years.

- Bathrooms should be scrubbed to include toilet bowls and base, sink, mirror, floor, bath tub, and shower (including walls) weekly. Wipe out medicine cabinet, drawers, and cabinets. Mildew remover should be applied to tub caulk periodically. Your Property Manager should be notified promptly at the first sign of any leaks.
- Self-cleaning ovens: remove racks before cleaning and replace prior to inspection.

## **B. Countertops & Cabinets**

Always use a cutting board and hot pads when chopping, cutting, or placing hot items on countertops. Do not use abrasive cleaners on countertops. All unpainted cabinets need to be cleaned regularly with a wood cleaner and treated with a wood preserver. Do not remove or install any adhesive shelving paper without written permission from your Property Manager. All cabinets must be vacuumed out and the drawer/door fronts cleaned as above before vacating.

## **C. Kitchen Appliances**

Each kitchen appliance must be cleaned regularly, in particular, the stove and the drip pans. Please do not put aluminum foil on the drip pans. Upon move-out, all drip pans must be new. Please clean under and behind the refrigerator. If you do not clean all these items regularly, it can cause excessive wear and tear, for which you will be responsible.

## **V. MOVING OUT**

Either you or the Landlord may terminate the Lease by giving proper notice before expiration. Once notice has been given, you will be required to return possession of the premises on or before your Lease expiration date. Rent will be charged until all keys are returned. **Your security deposit may not be used as the last month's rent.**

### **A. Proper Notice**

If you plan to vacate at the end of your Lease, you will need to notify your Property Manager in writing. All Leases require at least 60 days notice before the Lease expiration date. In the absence of proper notice, your Lease will automatically renew for successive periods, as noted in your original Lease Agreement.

### **B. Marketing during the Notice Period**

Once notice has been given, the property may be put on the market and listed For Rent or possibly For Sale. The most probable showing hours are between 9:00am and 7:00pm and you will be given reasonable notice before any showings. The property must be made available. For the convenience of everyone, a secure key box will be placed on the property so you don't have to be home for every showing. Only licensed real estate agents will be able to access the key box and will be present during all showings. The better a home shows, the more likely it will rent quickly. The faster a new resident is found, the less you will be bothered by showings. A home that shows well benefits everyone!

### **C. Final Move-Out Inspection**

A Final Inspection will be conducted after you vacate the property. You have the right to be present; however, you are not required to be. If you wish to be there, please notify your Property Manager in writing and they, in turn, will advise you of the time and date of the inspection, which will be within 72 hours of delivery of possession. Plan on 45 minutes to 1½ hours to complete the inspection, depending on the size of the property. If you do not plan to be present, please be sure to return all keys, all required receipts, and your forwarding address to your Property Manager's office once you have vacated. Rent will be charged daily until the keys are returned. Holdover Tenants will be charged at a rate of 150% of their rent amount.

Once the inspection is complete, you will not be allowed back into the property to correct any defects. Follow these **Move-Out Guidelines** to ensure a successful move-out inspection:

- **General Condition:** The property should be completely empty, as well as clean. This includes removing all personal belongings, cleaning all floors, walls, windows, baseboards, cabinets, counters, fixtures, appliances, and other surfaces. All filters should be clean; light fixtures should have working bulbs; and all smoke detectors should have working batteries. You will be charged for any damage “beyond reasonable wear and tear”, missing items, and any necessary cleaning.
- **Utilities:** All utilities (water, electric, and gas) must be kept on 10 days after move-out for inspections and cleaning and repairs if needed. You may be charged a reconnection fee if services are not kept on. Any unpaid utility bills will be taken out of your security deposit. If the amount owed is more than your security deposit, you will be charged the overage. Unpaid charges will result in legal action.
- **Final Cleaning of Residence:** All rental properties must be professionally cleaned. Proof by receipt will be required. Contact your Property Manager for a list of approved vendors.
- **Carpet Cleaning:** All carpets must be professionally cleaned. This should be the last thing done once all furniture and personal property have been removed. Proof by receipt will be required. Contact your Property Manager for a list of approved vendors.

- **Chimney Inspection:** If you have a fireplace or woodstove with a chimney, you must have it professionally inspected and cleaned. Proof by receipt will be required. Contact your Property Manager for a list of approved vendors.

- **Oil & Propane Tanks:** Oil and propane tanks must be full at the time of inspection. Proof by receipt will be required.

- **Pets:** If you have a pet, you are required to have the property professionally exterminated (flea treatment). Proof by receipt will be required. "Flea treatment" by a carpet cleaner is NOT acceptable. You will be responsible for all damage caused by the pet, including latent pet odors and infestation for up to 30 days.

- **Exterior/Yard:** The lawn, shrubs, and flowerbeds should be neatly trimmed, healthy, and free of leaves, debris, feces, and weeds. If applicable, flowerbeds should be freshly mulched. Gutters and downspouts should be clean and clear.

- **Abandoned Personal Property:** If you leave any items of personal property in the dwelling unit or in a storage area or garage provided by the Landlord after the Lease Agreement terminates and delivery of possession occurs, in accordance with the law, the Landlord will consider such items of personal property to be abandoned and will dispose of all of such personal property within 24 hours after the Termination Date, in accordance with the VRLTA, should you not claim such property by said date.

#### **D. Re-Inspection Fees**

If the property is not ready for final inspection at the time of a scheduled appointment (i.e., you are not completely out; utilities are not on; etc.), a \$100 Re-Inspection Fee will be charged, as well as rent until the unit is ready.

## **E. Return of Security Deposit**

As required by the VRLTA, your security deposit will be refunded, less damages, within 45 days from the date you return the keys to the property. Following are the requirements for a full security deposit refund:

- Premises left clean and undamaged, in accordance with the Move-Out Guidelines.
- No outstanding balance due, including rent, late fees, maintenance charges, and utilities.
- A forwarding address must be provided.
- All keys, remotes, parking passes, etc., returned.

## **VI. EMERGENCY DISASTER PROCEDURES**

Emergency situations can arise without much notice. The key to safe and proper handling of any emergency/disaster is staying calm, knowing who to call, and making sound decisions. Always contact the Police, Fire Department, or other emergency personnel immediately for matters concerning health or safety. Contact your Property Manager as soon as possible to report on the situation.

### **A. Plan Ahead**

The key to safe and proper handling of any emergency/disaster is pre-planning and staying calm during and after the event. Being prepared is every individual's responsibility. Don't rely solely on the authorities. Be sure your Renter's Insurance policy is in force and has sufficient coverage to replace your possessions in the event of a loss. Take charge and plan now so you can be better prepared to take action when the time comes. Advance planning allows for fewer mistakes and greater safety for you, your family, and the home you are renting.

## **B. Winter Weather Readiness**

Because Hampton Roads, Virginia, does get winter weather, including snow and ice, be sure to monitor local weather forecasts so you can be prepared. Allow extra drive time, as the roads are usually slippery, even if there is a dusting of snow.

Be sure to stock an emergency supply of water and non-perishable foods. Keep an adequate supply of fuel in an appropriate container. Be sure you have fuel in your fuel tank. Keep a flashlight, battery-powered radio, extra batteries, a first aid kit, and extra prescription medications on hand. Have kitty litter, a snow shovel, and emergency supplies in your car.

Sustained temperatures below 32 degrees can cause pipes to freeze. Follow these steps to help prevent frozen pipes:

- If there are water supply lines in the garage, keep garage doors closed.
- Open kitchen and bathroom cabinet doors to allow warmer air to circulate around the plumbing. Be sure to move any harmful cleaners and household chemicals up out of the reach of children.
- When the weather is extremely cold, let the cold water drip from the faucet served by exposed pipes. Running water through the pipe—even at a trickle—helps prevent pipes from freezing.
- If you will be going away during cold weather, leave the heat on in your home, set to a temperature no lower than 58° F.

## **C. Hurricane Preparedness**

The Hampton Roads area is prone to hurricanes, particularly between June 1 and November 30, which is known as Hurricane Season.

Following are steps to prepare the house for an impending storm and tips to help you once the storm arrives:

- Bring outside items in, if they could be picked up by the wind.
- Secure trash cans. Store them in the garage or shed, if possible.
- Clear gutters and downspouts of debris.
- If you leave the area, inform your Property Manager where you will be. Unplug small appliances and electronics before you leave. If possible, turn off the electricity, gas, and water to the residence.
- If you lose power, turn off all major appliances. Use flashlights, not candles or kerosene lamps, as your light source. Avoid using the phone and do not take a bath or shower during the storm.

#### **D. Flooding**

There is little or no warning for rising water. Country roads bordering streams or deep roadway ditches can flood and become impassible very quickly. Be careful when crossing low-lying roadways and watch vehicles in front of you to determine if you should attempt to drive through a flooded area. When in doubt, don't go through running water, as it is difficult to determine what is underneath the water. It may also be helpful to observe the level of the water against a fixed, grounded landmark, such as a fire hydrant, to determine how deep the water may be.

Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

Landlord or Agent \_\_\_\_\_ Date \_\_\_\_\_

