

Move Out Expectations & Policies

We would like to thank you for your time as a tenant!

We work hard to keep our rental properties in excellent condition and appreciate your assistance during this process. We also want to return your security deposit to you in full. In order to do so, we need your cooperation in completing the following tasks. If all items are completed to our satisfaction, your security deposit will be returned to you within 21 days. If cleaning is not satisfactory, your security deposit may be used to clean the unit and/or repair any damages that occurred during your tenancy.

At your request, a pre-move-out inspection may be conducted (during the last 2 weeks of your tenancy) to highlight areas of concern and set expectations for what we expect to see during our final walk through, which will occur after you have removed all items from the unit and returned all keys to us.

Please be sure to leave all house keys, mail keys, garage door openers and other remote controls in an envelope labeled with your forwarding address so we may return your deposit. The property should be in the same condition as noted on the initial move-in inspection sheet. Please refer to the following guidelines to make sure the property is left in satisfactory condition:

Move-Out Timeline & Guidelines

- 30 days prior to move-out date, provide Management with 30 Days Notice to Vacate Form. Your notice will become effective the day it's received by our office, even if dated earlier.
- Two weeks prior to move-out date, schedule a pre-move-out inspection (if you so desire)
- Your security deposit does not apply to your last month's rent! Please make sure all unpaid rent and other balances are paid in full.
- You are to be moved out of your unit by 5 pm on the last day of your lease.
- Contact your utility companies to take a final meter reading at the end of your lease term.
- Submit a change of address form at your local post office or online at www.usps.com.
- Arrange for your phone and cable service to be disconnected.
- Leave all keys, remotes, garage openers in an envelope labeled with your forwarding address. Failure to leave keys will result in charges: Keys \$50+ for lost keys, \$100+ for lost garage remotes, \$75+ for lost community FOBs.
- Thoroughly clean the entire unit, inside and out. Please refer to our Cleaning Checklist for additional assistance. It is not comprehensive, but does cover the major areas you need to address. Remember that every property is different, so there may be more or fewer areas that you need to clean and repair.
- Tenants are given the option to hire a professional carpet cleaner that uses truck mounted steam cleaning equipment. If you decide to use this option, you **MUST PROVIDE A RECEIPT FOR THIS SERVICE** as well as contact information for the vendor you used. We reserve the right to have the carpet re-cleaned if the work is deemed unsatisfactory. Tenant may also elect to have management clean the carpets upon move-out and have the charges deducted from their security deposit.
- If the tenant has a pet and chooses to hire a carpet cleaner themselves, the tenant is also required to de-flea and deodorize the carpets and provide management with a receipt and contact information for the vendor. Management reserves the right to pull back any carpet and inspect with a moisture meter or black light to check sub surface areas that may have been damaged by a pet.
- Painting charges may be assessed based upon the condition of the painted surfaces and duration of tenancy. Do **NOT PATCH** holes in the walls or paint **UNLESS** you **PAINT** with **CORRECT MATCHING** paint (both type and color). It is more cost effective to have our painting vendor patch holes and take the funds from your deposit, than for us to have to re-do something done incorrectly.
- If you are responsible for Yard Care – make sure yard is mowed, edged and weeded within 7 days prior to vacating premises.
- If you installed DirecTV or DISH service, you may be responsible for removing the dish and making repairs if there is any damage. Please contact us at least 2 weeks before move-out regarding this.
- All trash must be removed from the property by the last day of the lease. You may not leave any items on the curb past your lease. Tenant is responsible for having all items picked up and removed before the end of the lease.

Any damages caused by tenant will be repaired by a licensed and insured vendor and receipts will be sent along with the security deposit itemization.

What is ordinary wear and tear?

Typical definition of ordinary wear and tear is "That deterioration which occurs based upon the use of which the

rental unit is intended and without negligence, carelessness, accident, or misuse, or abuse of the premises or contents by the tenant or members of his household, or their invitees or guests." In other words, ordinary wear and tear is the natural and gradual deterioration of the apartment over time, which results from a tenant's normal use of the unit.

What's not ordinary wear and tear?

A landlord can make a tenant pay for damages if the tenant helped the aging process along or didn't use the apartment in a normal way. A carpet worn from people walking on it is something you have to expect. But a tenant doesn't regularly clean those heavy wear areas (resulting in heavy staining), who cuts a hole in the carpet or spills paint on it may be held responsible for the damage.

How can you tell what is and isn't ordinary wear and tear?

There are three basic types of damages caused by a tenant that are not considered ordinary wear and tear.

They are:

- 1. Negligence.** If a tenant does something carelessly that the tenant should have known would cause damage, or if the tenant failed to do something that the tenant reasonably should have done to prevent damage, that's negligence. In short, did the tenant act prudently to preserve the property?
- 2. Failure to warn.** Another form of negligence is where the tenant fails to take steps that could prevent damage to the unit. It is not "reasonable wear and tear" if the tenant fails to let the management know when something goes wrong in the unit that might later result in worse damage. For example, if a drain pipe under a sink is cracked or a connection has come loose because of the regular vibration of a garbage disposal, that's not the tenant's fault. But if the tenant doesn't tell the management that the crack is letting water spill onto the wooden cabinet below, and the base of the cabinet begins to rot away, the management may be able to argue that this extra damage was caused by the tenant's failure to inform the management of the problem.
- 3. Abuse/misuse.** If the tenant knowingly or deliberately mistreats the property, or uses it for the wrong purposes, the damage the tenant causes isn't ordinary wear and tear – it is abuse or misuse. For example, did the tenant slide furniture over an unprotected floor, causing gouges? Or did the tenant discolor the bathtub by using it to dye fabrics? Was the tenant an artist who failed to cover the floor as the tenant painted, leaving permanent stains on the carpet? Did the tenant paint the walls of the apartment black? One court decision said a tenant had to pay for leaving an apartment carpet mutilated in an area around a wet bar, damaged by rust and mildew stains from plant containers, and covered with cigarette burns - some all the way through the pad.
- 4. Accident.** Sometimes damage occurs by mistake. The tenant's party guest drops a drink on the new carpet, staining it. The tenant drops a heavy planter and cracks the tile floor. Or the tenant's cleaning the light and the fixture falls and breaks. Or the tenant accidentally leaves the bathtub faucet on, flooding part of the unit and staining wood floors and carpeting. Even though the tenant didn't purposely damage the property, the management will be able to withhold the cost of repair from the security deposit.

Please call our office with any questions regarding these guidelines.