

TENANT HANDBOOK



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INTRODUCTION

The rules and regulations provided both in your lease and in this handbook are subject to change with notification at any time.

The purpose of this handbook is to help clarify and explain the laws regarding the rights and obligations of landlords and tenants. *It should be used as a guide and is not intended as a final authority or source of legal advice.* A lease is a legal document; please do not sign if you are unsure of its meaning. Seek legal counsel to clarify if needed. This handbook is provided with the hope that it may provide a better understanding of the rights and obligations of each party and may help prevent conflicts before they occur.

The Virginia Residential Landlord and Tenant Act (VRLTA) is the primary Virginia state law regulating legal relationships between landlord and tenant. It supersedes local, county, and municipal ordinances and regulations. Other codes and ordinances also apply to rentals units and agreements. The Virginia Uniform Statewide Building Code provides minimum standards for health and safety as does the National Property maintenance code, fair housing codes written by county, state and federal governments.

What the difference is between renting one of our single family properties vs. renting an apartment or multifamily unit?

You will notice some apartments tend to rent higher than similarly sized single family properties. This is generally because apartment complexes build into the rent the cost of on-site maintenance, landscaping and grounds maintenance, such as: changing air filters, periodic carpet cleaning, painting when you move out and much more. For this reason when renting a single family home you pay a lower rent and are expected to handle these routine maintenance items yourself. This handbook outlines your responsibilities and our expectations of you as a tenant.

THIS HANDBOOK IS PART OF YOUR LEASE.

Thank you for taking the time to read this booklet in its entirety.

GENERAL RULES & REGULATIONS

Your Lease: In your lease you agree to read and follow the Residential Handbook. You agree to uphold the terms of that lease in regards to the property condition, maintenance and paying rent.

THE PROPERTY: You have leased a home. Think of it as your own. During the term of the lease you are in possession of the home and yard. Your obligations are similar to those of a property owner and you are expected to care for and maintain the premises.

Rental Payments: All rents are due in advance on the 1st day of the month.

Payments should be made:

via eCheck or Credit Card through the online portal

via "PayNearMe" in local CVS or 711 (with provided bar code)

Instructions will be provided for all forms of payment. Please ask questions if you are unsure about anything.

All accounting is done by property address, and to avoid any misunderstanding, please put your address on all correspondence sent to our office. Utilize the online portal for maintenance requests and contacting the office about payments.

We do not accept cash or personal checks.

Rents remaining unpaid after the 5th of the month are delinquent and are subject to the late fee as stated in your lease agreement.

If you wish to pay online, please visit the site below to sign up.

<http://www.erawoodyhoggrentals.com/tenants>

MOVE IN/MOVE OUT: Prior to your move-in, you will inspect your new house as well as complete and sign a move-in inspection form. The manager will view any deficiencies noted by you and sign the inspection sheet. You will be provided with a copy of this form. It will then be used at the time of the move-out inspection to avoid unnecessary misunderstandings.

After you have removed all of your personal belongings from the property the property manager will inspect the property and complete an inspection form. It will be indicated on this form what items, if any, you will be charged for. ***You must be present at the time of the inspection in order to dispute any damages deducted from your Security Deposit.***

SECURITY DEPOSIT: *Your security deposit will be returned to you within 45 days of vacating the property* at the end of the lease period provided there are no damages and a forwarding address has been provided. The deposit will be made out to one leaseholder when more than one is named on the lease.

****TENANTS HAVE NO LEGAL RIGHT TO DEDUCT THE DEPOSIT FROM ANY RENTAL PAYMENTS.*** This means you may still legally be held in default should you deduct rental payments from the deposit and a landlord may move forward with due process to legally recover those funds.

You are not considered officially vacated until all the keys, have been returned to your property manager. Rent will continue to be charged and any late charges will accrue until such time as you have vacated completely. Once all keys have been returned to your property manager or tenant has been lawfully evicted, all items remaining in the unit will be disposed of. Personal property left in the leased unit tenant has vacated or has been evicted is considered abandoned and the property manager and/or landlord may dispose of this property in any manner without notice to Tenant. Tenant must pay agent for landlord's cost of disposal of tenant's property.

WEAR & TEAR VS DAMAGES: Security deposits can be used to repair damage for which the tenant is responsible. However, the property owner cannot apply the security deposit to normal wear and tear. **The question is – What is the difference?**

The legal definition of “normal wear and tear” - “Normal wear and tear means the deterioration which occurs, based upon the use for which the rental unit is intended; without negligence, carelessness accident, or abuse of the premises or equipment by The tenant or members of his household or their invitees or guests.” Damage can therefore be defined as deterioration which

occurs due to negligence, carelessness accident, or abuse of the premises or equipment by the tenant or member of his household, or their invitees or guests. **Notice that normal wear and tear does not include dirt.** – Dirt is considered negligence, carelessness, accident or abuse.

*The following incomplete list is intended **only** as a guide to reasonable interpretation of the differences between expected wear and tear from normal residential use and irresponsible, intentional or unintentional actions that cause damage to a property owner's property.*

WEAR & TEAR	DAMAGE
1. Small nail holes caused by a 6 penny nail or smaller. A 6 penny nail is 2 inches long and is used for hanging picture frames and other items on walls	Large holes from hanging shelving, pictures, screws, wall anchors, flat screen television brackets or any other wall hanging that causes damage.
2. Light smudging on walls, near light switched that can be cleaned	Crayon, marker, decals that leave residue or take off paint when removed
3. Loose or stubborn door lock	Broken or missing locks
4. Worn out keys	Broken, lost or unreturned keys
5. Loose hinges or handles on doors	Damage from a door from forced entry, or damage from using feet to open doors
6. Worn carpet traffic patterns, fraying carpet due to seams unraveling	Torn, burned, stained, missing, ripped, scratched, or snagged carpet, pet stains
7. Linoleum worn thin	Linoleum with tears, chips or holes
8. Worn countertops due to daily use	Burned, cut, stained, scratched or water damaged Countertops, not using cutting boards
9. Stain on ceiling from rain or bad plumbing that was reported as specified in the lease agreement	Stain on ceiling from rain or bad plumbing that was NOT reported in a timely manner as required in the lease agreement
10. Stain on ceiling from water damage from a property above the unit	Stain on ceiling from mold or mildew from running water without using the exhaust fan
11. Drywall cracks from settling	Holes in walls, doors, screens or windows from misuse, negligence, carelessness, accident, or abuse
12. Faded, chipped or cracked paint, loose wallpaper	Unapproved or poor paint job, ripped or marked-up wallpaper
13. Dirty window and door screens, Sticky window	Torn or missing screens, Broken window
14. Running toilet or loose toilet	Broken toilet seat, tank top or chipped or cracked toilet bowl
15. Musty odor	Urine or pet odor throughout unit
16. Closet bi-fold door off track	Damaged or missing bi-fold door
17. Disposal that stops working because motor dies	Disposal stops working because fork was put inside
18. Stains on old porcelain fixtures that have lost their protective coating	Grime coated tub & shower from lack of cleaning
19. Worm gasket on fridge doors	Torn or cut gaskets, broken shelf or parts

CONTACT PHONE NUMBERS/EMAIL ADDRESSES: All residents are required to have telephone accessibility and provide our office with their home, work and cell phone numbers. Even an unlisted phone number must be provided; as well as a contact e-mail address. Please advise office if you have any changes.

RETURNED CHECKS: The amount charged for any NSF/returned item check is \$50.00. We are charged by our bank so this fee is non-negotiable. All rent, late fees and NSF charges must be paid in certified funds within 24 hours of notification, or legal action may be taken without further notice. **After a payment has been returned for insufficient funds, you will be required to pay with certified funds for the remainder of your tenancy.**

DEFAULT OF RENTAL PAYMENT: If your rental payment is not paid in full by the 5th of the month in which the rent is due, be advised that this is your notice that your lease and rental agreement may be canceled. You will be responsible for all attorney and legal fees, as well as any court and collection fees, in our efforts to collect the rent monies due. Any and all charges unpaid by the end of the month in which they are charged may be added as additional rent. If the rent is paid while legal action is in process, acceptance of rent will not necessarily stop the legal action. A separate agreement must be reached if it is to be stopped. If your rent payment is late more than twice in a 12 month period, your lease agreement will not be renewed.

BREAKING YOUR LEASE/LEASE TAKE-OVER: Per the terms of your lease, you may not sublet or reassign your rights to anyone else. In order to replace yourself as the tenant on the lease for the property, you may: advertise the property, show and secure a qualified applicant and provide us with an application form with appropriate credit check fees.

If you stay at the property while searching for a new tenant:

We will qualify the applicants with the information provided and prepare the appropriate documents/new lease should they be approved. **There is a \$250.00 fee for this lease documentation and you are responsible for the rent up to the time the new tenants lease takes effect and your security deposit will be forfeited.**

If you vacate the property while searching for a new tenant:

We will advertise and show the property to qualified applicants. **The fee for this service is \$250.00 plus the cost of advertising and loss of deposit. We will qualify and prepare the appropriate documents/new lease. You are**

responsible for the rent up to the time the new tenants lease takes effect executed and returned the property condition check list. All utilities must remain on in your name up to and until the new tenant takes possession.

KEYS & LOCKS: Alterations or replacement of locks or installation of additional locks requires prior approval. If you are locked out of your house and require the use of a locksmith, you may not rekey or replace the property locks. You may have the locksmith make duplicate keys for the current locksets. We must retain keys to each lock of the property. *If we determine that you at any time have changed the locks and our access is denied we will change the locks and you will be charged.* If you are locked out of the house during office hours you may borrow a key from us. There will be a \$20.00 deposit on the borrowed key until it is returned. Any borrowed key must be returned within 24 hours. You must also provide a photo ID to be copied at the time you pick up a key.

TRASH, GARBAGE & RECYCLING: All garbage, trash and recycling materials must be placed in the appropriate containers (we do not provide these). All containers are to be discreetly stored. The residents are required to make arrangements to have trash picked up weekly. Containers are not to be out of the storage area except on trash day pick-ups.

DISTURBANCES, NOISE, and NUISANCES: All tenants, residents and guest are expected to conduct themselves in a way that will not offend or disturb the neighbors. Any activity that causes extreme or excessive noise, traffic or disturbances of any kind will be cause for possible eviction. This includes loud, lewd, vulgar, or profane language. If music can be heard outside the perimeter of the leased premises it is considered too loud. You are encouraged to also look up and be aware of county ordinances for the property in which you reside.

MOVE IN/MOVE OUT CHECK LIST: Included in this package is a move in move out check list. *We are providing this form to you to know the condition of the property at time of your move in. Please sign your name, date and return it to the office within 5 days.* This same report will be used for the move out condition report as explained on page 6 of this handbook. If this form is not returned to us within 5 days as outlined, 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. This checklist should not be used as a request for repair work.

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 in advance when this may occur and you will be

given 14 days to correct any issues. I will do a quick walk through twice a year. In the event we determine that the issues are caused by the tenant, you will be notified in writing and give proper time to correct the problem. If we have to remedy the problem you will be assessed the charges and will be considered rent due under the terms of your lease. **Please note, we also will start showing the property 30 day before your lease ends and you will be expected to be accommodating on showing.** Generally, we try to keep showings on occupied units scheduled on certain days and you will be aware prior to any showings.

PARKING & VEHICLES: All vehicles shall be parked in proper areas. There will be no parking on lawns, sidewalks or other areas not designated for parking. No vehicle repairs (except minor repairs such as changing a tire) are allowed at any time. No oil stains are allowed on parking areas. All vehicles must be properly licensed & registered.

GUESTS: Any person or persons staying more than 3 weeks each calendar quarter will be considered tenants for the purpose under your lease agreement, unless prior written permission is obtained from us. Only those persons listed on your lease agreement have permission to occupy the premises. You are responsible for the behavior of your guests.

EMERGENCY MAINTENANCE REPAIRS: An emergency is when danger is present to a person or property damage has occurred or is about to occur. **To report an emergency, call Joe at 427-5119 or cell 389-6655.**

WATERBEDS: You will be responsible for any damage caused by a waterbed.

WALLS AND CEILING: Please keep the walls of your home clean and unmarred. **Do not paint or wallpaper the walls without prior approval.** You are welcome to hang pictures on the walls as long as the walls are clean and unmarred when you vacate. All walls, baseboards, and trim must be washed before vacating. If you are a smoker you will be responsible for all smoke residue and damage which may include but is not limited to, replacement of blinds and light fixtures. *Some properties are nonsmoking inside the house, check your lease agreement.*

VINYL FLOORS, HARDWOOD FLOORS and CARPET: Vinyl floors may be washed with a solution of warm water and soap. Hardwood floors should be cleaned with wood cleaner. You will be responsible for improper cleaning methods. Routine carpet care requires vacuuming thoroughly weekly to remove the soil from the carpet. Shampooing is usually required about once a year and

is your responsibility. Before moving in the carpets are professionally cleaned and you must have them professional cleaned when you move out. A copy of the cleaning bill is required at the time of move out.

LIGHT BULBS: At move in, all light fixtures will be equipped with the proper watt light bulb, never use any bulb higher than 60 watts. When you move out all light bulbs must be working in all fixtures.

HEAT/AC UNITS & SMOKE DETECTERS: You must replace the air filters every 60 days. Many homes have heat pumps for heating and cooling. The air coming from the vents will not be warm in the winter or cool in the summer if not replaced. Heat pumps are designed to be set and left alone so that they regulate the temperature inside your home. If you set the temperature too cool in summer, the unit will freeze up. If you set it too high in winter, the unit will not heat any faster. During high heat or cold spells the heat pump might not keep the house as hot or cool as you would like. In high heat the heat pump cannot cool the house more than 15 degrees cooler than the outside. To help units run better, close all windows, storm windows, drapes and mini blinds. If you have a gas furnace this is a warmer heat and will heat the house better than a heat pump. *If you call in for service on the HVAC system and the service technician determines that the cause is a dirty filter you will be charged for the service call.* Unless smoke detectors are hard wired, you will need to test the smoke detectors every other month and you will need to change batteries once a year.

PLUMBING SYSTEMS: You are responsible for keeping all sink, lavatories and toilet drains open. Do not allow anyone to throw anything into the plumbing system or use it for any purpose other than what it was intended for. You will be responsible for any damage or stoppage after 30 days of occupancy, unless it was caused by mechanical failure of the plumbing system. If your system becomes clogged after this date, you are responsible to have pipes unclogged. It's recommended that you have hair strainers in tub and sink drains to prevent clogs. If hair is in the lines we do not cover this service call -*see maintenance info sheet for instructions.*

IN AND AROUND THE HOUSE:

Dishwasher: Run the dishwasher a least once a week. The appliance seals may dry out and the motor may be damaged by long periods of non use.

Counter tops and cabinets: Always use cutting boards when chopping or cutting, and hot pads when placing hot items on counter tops. Do not use abrasive cleaners on counter tops.

Stoves: If the oven or boiler will not turn on, check the timer on the stove. Be careful when you clean the oven that the oven cleaner does not drip on the cabinets below or on to the floor. Do not use oven cleaner on self cleaning ovens. You will be charged for damage caused by improper use, cleaning, or lack of maintenance. Some appliances have a pilot light, you should be aware if your unit does or not. If a pilot light goes out there can be a potential health hazard from the gas fumes.

Washer and dryer: When you install your washer & dryer it is a good time to check your hoses and washers to eliminate any leaks. If you are going to be absent from your home for an extended amount of time, turn off water supply at the turn off behind the appliances. If units have washer and dryer they convey *as-is*, the owner will not repair or replace if they break.

Water Damage: Tenants must take care to avoid water damage caused by allowing water to sit on counters and floors. Care must also be taken to ensure that shower curtains are inside the tub and that the shower doors are completely closed when taking a shower. Water on **tile floors** can seep through the grout and cause dry rot on the floorboards below. Water can also seep around the edges of linoleum and damage the flooring below. We recommend putting a mat, towel or rug on the floor to step on when exiting the tub or shower. Water can easily be splashed into the space behind the faucet in the kitchen or bath and damage the counter surface. Please be sure to keep these areas dry to prevent damage.

OUTSIDE ISSUES:

Grilling: Please be careful with outdoor grills if they are too close to the house it could cause a fire or melt the siding. Also please use a splatter mat under the grill to prevent staining the decking or patio.

Yard & Shrubs: All tenants are expected to keep the grass cut and the yard tidy. This includes but is not limited to: raking leaves, trimming shrubbery, cleaning gutters, removing weeds, keeping vines off the roof & house. If there is an issue you feel is unsafe to tackle or you are unfamiliar with please let your property manager know so they may address it. If the property has a lawn irrigation system it is the tenant responsibility to have the system winterized.

REPORTING MAINTENANCE ISSUES: Renting one of our homes is very different than renting from a large apartment complex. There is no on-site maintenance department to take care of maintenance problems for you. You are responsible for basic issues and upkeep of the home. Report any repair issues in the proper manner. They need to be in writing through the portal and please

be specific about the problem (i.e. *Correct*: the right burner on the stove does not work. *Incorrect*: The stove is not working). Log into your tenant portal, and click submit maintenance request and include all important details and the BEST contact number. You can also email me at rentals@erawoodyhogg.com. If it is a serious issue, call my office at (804) 427-5119 or (804)559-4644. Should you notify us about a problem and we send a contractor who states that nothing is wrong and there is no problem *you will be charged for that service call*.

INSURANCE: *It is required that you have renters insurance and the owner and the Property Manager, Joe Inge need to be named as additional insured on your policy.* If your insurance company will not do this we will not be able to accept this insurance and you will have to find a provider that will. We also have to have a copy of the declarations page before the keys are turned over. If we ever find a policy is NOT in place, one will be taken out on the property and will be added to your monthly rent.

PETS: *No pets of any kind are allowed on the property unless you have written permission from us.* It will be in the form of a pet addendum with all pets allowed listed. We require you to obey all local ordinances dogs cannot be tied or chained outside at any time. There will be a non-refundable pet fee as described in your lease. ***Having a pet on the property is a privilege and may be revoked at any time without terminating your lease agreement.***

ASSISTANCE ANIMALS as defined by HUD

COMPANION ANIMAL: By HUD's definition a companion animal is an animal whose sole function is to provide emotional support, comfort, therapy, companionship, therapeutic benefits or promote emotional well-being and are not service animals for persons with disabilities.

SERVICE ANIMAL: By HUD's definition a service animal is an animal that may perform tasks for people with disabilities such as guiding people who are blind, alerting people who are deaf, pulling wheelchairs, alerting and protecting a person who is having a seizure, or performing other special tasks. Service animals are working animals, not pets.

PHYSICAL MODIFICATIONS: A physical modification refers to a request by a person with disabilities for a physical change to the leased unit and or any applicable common areas that would allow you to use and enjoy a dwelling.

Examples include grab bars, wheelchair ramps, and designated handicapped parking. Please contact your property manager with any questions.

SECURITY/ALARM/DISHES: Please do not install any systems without written permission from us. *This includes but is not limited to security monitoring systems, alarm systems, satellite dishes or anything similar.* If you wish to have anything installed, notify us, and we will provide the proper guidelines for doing this. Any necessary written instructions will be provided for your signature and a specific location will be identified.

ASSOCIATION RULES AND REGULATIONS: If the dwelling is located in a community association, homeowners association or condo association, tenants will be subject to follow all rules and regulations. An addendum will be added to the lease stating tenant has been given a copy of association handbook with all regulations.

BUGS AND VERMIN: Once you move in – the responsibility for pest control is yours except for termites. We are happy to refer you to our pest control contractor if you wish. If a pest problem is reported to us and we send our pest contractor to handle it – the resulting charge may be charged to your rental account. *Any and all treatment for bed bugs will be considered a tenant expense.*

The property may be under a termite program and may have annual inspections and treatments. Please send the office written notification if you are concerned about the treatment of the property.

Small black ants are a seasonal problem throughout the area; do not be alarmed by their continual presence in the spring and fall. You can pick up a product called TERRO in your local Lowes or Home Depot to combat these pests. Follow the directions found on the package to alleviate any ant presence in about two days. If there seems to be a further issue, please let us know. It is the tenant's responsibility to combat most pest found in the home such as roaches, bugs or the occasional mouse. Remember, most insects or mice are looking to get warm, cool or find a food source.

It is the property manager's responsibility to deal with squirrels, birds or rats if they are ever found in your property. If found, try not to disturb them and contact the property manager immediately as vermin such as these have the possibility of carrying diseases.

Maintenance Cheat Sheets

The following pages have general maintenance/care suggestions and directions included for you to refer to as needed.

If you feel a task is beyond your scope, please let us know before attempting it, to prevent any potential damage. **Keep in mind these are very basic descriptions and are used to maintain items. If an item is broken or malfunctioning, please alert your property manager.**

Sinks

To help prevent clogs from hair ,food, and other stuff	Pour 1 tablespoon table salt + 1 tablespoon baking soda down drains, next pour 1/2 cup vinegar, wait 20 minutes, pour 2 quarts hot water down drain use cold water on garbage disposals
To prevent clogs from hair, soap scum, etc	Buy the amazing zip it cleaning tool (about \$2.00) It is easy to use and is good at removing hair from lines

Dishwasher

Do Daily	To prevent clogs & bacteria scrape food from dishes & pre-rinse to clean off dried food
Do Weekly	Run dishwasher weekly even if it is empty to prevent clogs in the lines
Do every 2 months	Run empty load and use 3 cups vinegar to dissolve water deposits
Don't	Do not over load the dishwasher dishes will not come out clean
Don't	Do not use dish soap - it will over suds and make a mess
Don't	Do not use gel soap it tends to gunk up the system

Garbage Disposal

To Clean	Run strong flow of cold water Turn on wall switch add 2 cups of ice chips to help clean the blades Add some fresh lemon for added freshness
To prevent clogging	Operate with only cold water while grinding, after you turn off the disposal, let water run 15 sec. Do not try to grind bones ,grease ,fat or other fibrous matter
To prevent smells	Grind ice to prevent any bad smells
Jammed unit	Use wrench to free jam one is under the sink, if unit does not make any noise push red re-set button on bottom of unit

Smoke Detectors

Check monthly.

You need to change batteries once a year or as soon as the alarm chirps.

Clothes Dryer

Empty lint filter after each use, there is a possibility of fire hazard if you do not.

Toilets

Do not flush napkins, food scraps, paper towels, balls of hair, diapers, Q-tips, feminine hygiene products, wipes (flushable or non flushable). Any calls to the plumber related to a clogged toilet where the issue is non flushable items blocking the flow will cause charges to be assed to the tenant. It is your responsibility to make sure that nothing is flushed that should not be. This applies to all residents and their guests.

Step #1 Try the zip it	For a fast easy & inexpensive solution that almost always works buy the zip it Never use it with any drains cleaner the zip it is a long plastic strip with barbs projecting off the sides. Simply push in the drain and pull slowly out it will snag and hair, debris & other stuff blocking the flow
Step #2 If drain is still slow	Remove standing water Pour 1/2 cup table salt 1/2 cup vinegar let stand 20 min pour 2 quarts water down drain
Step #3	Bail out most of the water add 1/2 bottle dawn and 1 gal of hot hot water Let set 15mins then plunge
Step #4 How to plunge	Use old-fashioned cup style plunger not the flange type these are for toilets In bathroom sink seal off the overflow drain with the plunger completely Tilt the plunger to burp all the air out place plunger over the drain opening press and pull back several times
Step #5	If all this does not work call me to schedule a service call

-end-

Tenant Handbook Acceptance

We, the undersigned tenants, have read and understand the terms of this Tenant Handbook. We have received a copy for our records.

We understand this is a binding contract separate from the Lease Agreement. This signed page will be kept in your file and a copy can be provided to you for your records.

Joe Inge, Property Manager/Agent

Date

Signature of Tenant

Date

Printed Name of Tenant

Signature of Tenant

Date

Printed Name of Tenant

Property Address: _____

