

# ALPHA

REAL ESTATE



# RESIDENTS MANUAL

# ALPHA REAL ESTATE



## ALPHA REAL ESTATE RESIDENT MANUAL

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## Alpha Real Estate Welcomes You

Alpha Real Estate welcomes you as a new resident. ARE is an abbreviation used in lieu of the full company name, Alpha Real Estate, and is used throughout this Manual.

To achieve a successful resident/management relationship, we prepared the ARE Resident Manual to assist you with your tenancy. We recommend that you keep it in a convenient location so that you can refer to it easily.

You will find maintenance guidelines, rental payment instructions, general information, safety tips, vacation guidelines, emergency instructions, holiday tips, and more.

We have also included forms for you to use when necessary. ARE wants you to be prepared throughout your tenancy. Therefore, we want to provide important information and documents that you may need in the future.

The owner of the property has retained Alpha Real Estate (ARE) as their Property Management Company and representative to manage the property you are renting. Therefore, you need to contact ARE when you need assistance and we have listed how on pages 4, 5, and 6.

**We wish you a successful and enjoyable tenancy in your new residence.**

### ARE Personnel

- **Management Team:** ARE has assigned a management team to your account, consisting of a Property Manager, Rental Manager and Bookkeeper. They concentrate on assisting you with all the details of your tenancy. Contact them to answer your questions.

Position	Name	Phone + Ext.	Email
Property Manager	<b>Al Sartorelli</b>	<b>828-251-9966 + 1#</b>	<a href="mailto:info@alpha-real-estate.com">info@alpha-real-estate.com</a>
Bookkeeper	<b>Beth Shoemaker</b>	<b>828-251-9966 + 3#</b>	<a href="mailto:books@alpha-real-estate.com">books@alpha-real-estate.com</a>
Broker In Charge	<b>Kimberly Evans</b>	<b>828-251-9966 + 4#</b>	<a href="mailto:kimberly@alpha-real-estate.com">kimberly@alpha-real-estate.com</a>

### Resident Communication

Communication makes a difference in any area of life, and it can only enhance your tenancy by letting ARE know what you need.

Use the resident portal, telephone or email to contact us. What is important is that you DO contact us when you need assistance. Remember ARE can't address your issue if you don't let us know about it.

#### Electronic Communication

##### CONSUMER DISCLOSURE

From time to time, Alpha Real Estate (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by signing the end of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through electronic systems during and immediately after signing session and, if you elect to create a signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent by notifying us in writing. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Alpha Real Estate:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [info@alpha-real-estate.com](mailto:info@alpha-real-estate.com), fax 828-255-8166 or mail to 65 Charlotte St, Asheville, NC 28801.

### **To advise Alpha Real Estate of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [info@alpha-real-estate.com](mailto:info@alpha-real-estate.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. In the header you must state the property address. We do not require any other information from you to change your email address.

### **To request paper copies from Alpha Real Estate**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [info@alpha-real-estate.com](mailto:info@alpha-real-estate.com), fax 828-255-8166 or mail to 65 Charlotte St, Asheville, NC 28801 and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

### To withdraw your consent with Alpha Real Estate

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

Send us an e-mail to [info@alpha-real-estate.com](mailto:info@alpha-real-estate.com), fax 828-255-8166 or mail to 65 Charlotte St, Asheville, NC 28801 and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

### Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

### Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by signing the end of this document. By signing, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Alpha Real Estate as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Alpha Real Estate during the course of my relationship with you.

### Email

Email is a great way to communicate and we require that you send your email address to [info@alpha-real-estate.com](mailto:info@alpha-real-estate.com). Email is our preferred method of communication. This enables your management team to contact you quickly and efficiently, and when needed, send you important information. Please put your property address in the subject line.

### Telephone calls during office hours

During office hours, listed on page 4, there is normally a live person to answer your call. Please state the reason for your call, so that someone can assist you, or direct your call to the right party. Due to the high call volume and heavy traffic in the office your call may be answered by the voice mail system.

**Voicemail**

If, during the day you reach our voice mail system, use the extension number for the party you are trying to reach, and if they are not available, leave a message, complete with your name and the telephone numbers where ARE can reach you, both day and evening. Someone will return your call by close of business the next business day. The benefit of a voice mail system is the ability to leave a message twenty-four hours a day, seven days a week.

**After hours calls**

Of course, the voice mail system will take all messages after hours (please refer to the hours on the next page).

**Emergency calls**

During normal office hours, immediately state if you have an emergency. If you reach the ARE voice mail system during office hours, or after the office is closed, immediately choose the emergency option 4#. This will direct you to the on call after hour emergency contact. Only true emergencies will be handled after hours.

**Service requests**

The best way to submit your request is through your Resident Portal on our website. Please remember that all service requests must be in writing, unless it is an emergency. This is in your rental agreement.

**Change of information**

It is important that you notify ARE of any changes in telephone, fax, cell numbers, or email. An information change form is located in this manual as well.

**Website**

The ARE website, [www.alpha-real-estate.com](http://www.alpha-real-estate.com), contains important information for residents. Visit it regularly to use the Resident services. There, you can easily submit a service request and other communication from your Resident Portal.

## General Office Information

<b>Address information</b>	
Mailing Address	<b>65 Charlotte Street</b>
	<b>Asheville, NC 28801</b>
Street Address	<b>65 Charlotte Street</b>
	<b>Asheville, NC 28801</b>
<b>Telephone</b>	
Business #	<b>828-251-9966</b>
FAX #	<b>828-255-8166</b>
<b>Internet</b>	
Email	<b>info@alpha-real-estate.com</b>

Website	<a href="http://www.alpha-real-estate.com">www.alpha-real-estate.com</a>	
<b>Office Hours</b>		
	Monday – Friday	<b>9 - 5</b>
	Saturday - Sunday	<b>Closed</b>
	Holidays	<b>Closed</b>
<b>Emergency information</b>		
	Call 828-251-9966 choose emergency option, <b>2#</b>	

## **Protect Your Rental and Credit History**

Some day you will eventually move out of the property. It is important that during your residency, you care for your rental history and credit. Most likely, you will either rent again or purchase a home. In either case, you will need good rental references and a good credit report. Avoid late rent payments, care for the property, be respectful and move out properly. Give ARE the pleasure of being able to provide a good reference for you when you vacate the property.

### **Rental/lease agreement**

You received a copy of your rental/lease agreement, including maintenance addendum, move in checklist, and any other necessary documentation. We recommend that you keep this paperwork with this Manual for easy reference. Please always remember a rental/lease agreement is a binding agreement. If you have any questions regarding your lease, please call your ARE Rental Manager.

### **Moving Checklist**

There is a great checklist in this package for when you are moving that details your responsibilities.

### **Utility/Cable Companies**

Any utilities that resident is responsible for will be cancelled on the 1<sup>st</sup> day of the rental agreement. To avoid discontinuation of service, contact the utility companies immediately. Should you fail to connect you will be charged \$50 for ARE to address the issue. Below are some of the common utility company phone numbers.

Progress/Duke Power	800-452-2777
French Broad Power	800-222-6190
Haywood Electric	800-951-6088
Asheville Water	828-251-1122
Woodfin Water	828-253-5551
Waste Pro	828-684-7790
PSNC Gas	877-776-2427
Blossman Gas	828-667-0593
Grace Fuel	828-252-6401
Suburban Propane	828-252-4733
Charter	800-955-7766
ATT	800-288-2020



## Rental payments

Rent is due on the 1<sup>st</sup> of each month and late if not received by the 5<sup>th</sup> or due on the 20<sup>th</sup> and late if not received by the 24<sup>th</sup>. Refer to your lease for your rental due date. If you know that you will have a delay or problem paying by the due date, contact your Rental Manager immediately. Lack of communication can affect your rental reference.

ARE receives rental payments by:

- Secure electronic payment through your Resident Portal by e-check, cash, credit or debit cards
- By using ACH (Automated Clearing House) - this automatically takes your rental payment directly from your bank and deposits it into the ARE bank, saving you time.
- US Mail (must be received on time)
- In the ARE office

ARE does NOT accept rental payments in:

- Cash
- Rolled coin
- Post-dated checks

Partial rent payments do not waive a resident's breach of lease. The landlord may accept partial payments and still proceed with ejections based upon monetary and non-monetary breaches of the lease. "Non-Waiver. No right or remedy of landlord under this lease shall be waived unless the waiver is in writing and signed by landlord and such waiver shall not be interpreted as a continuing waiver or a waiver of previous defaults. If landlord shall at any time accept any rent or other sums required to be paid by resident under the terms of this lease agreement after the same shall become due and payable, including partial payments, such acceptance shall not waive any then existing default or breach of the lease by resident and shall not excuse a delay upon subsequent occasions, or constitute or be construed as a waiver of any of landlord's rights under the terms of the lease agreement and North Carolina law."

## Fees/charges

If you fail to pay rent on time and in full, you could incur the following charges:

- Late fee – the late fee is 5% of the rent amount if rent is not received by the fifth day after which it is due. If your rent is due on the 1<sup>st</sup> it is late after midnight on the 5<sup>th</sup>. If your rent is due on the 20<sup>th</sup> it is late after midnight on the 24<sup>th</sup>. Late fees are automatically posted to your account and a letter to that effect is mailed on the 6<sup>th</sup> day after it is due. This letter doubles as your eviction notice giving you 10 days to pay or we will begin the eviction process.
- Eviction fees – Court cost start at \$96 per person plus Complaint filing fees, Court appearance fees and Second trial fees range from 5%-12% of the monthly rent.

Maintenance charge – ARE will bill you for the following:

- If you have made an appointment with a vendor but failed to meet them at the scheduled time.
- For items that you are responsible for per your lease.
- For damage done by you or your guests.

There will be a 20% override added to the bill for any expense that is the responsibility of the resident including move out items.

## Maintenance reimbursement

Generally, ARE assigns a vendor to perform work you request in your residence. Residents are NOT PERMITTED to complete repairs nor hire repair work without the express written permission from ARE, with the exception of items that are the residents' responsibility per the lease agreement detailed on the Maintenance Addendum. **RESIDENT WILL NOT BE REIMBURSED FOR UNAUTHORIZED WORK**. However, if you have contacted ARE in advance and ARE has approved you to perform a minor maintenance item and ARE has agreed to reimburse you:

- Pay the bill and send the receipt to ARE. ARE will reimburse the amount due to you.
- Do NOT deduct the amount from your rent.

## Care of the Property

### Getting to know your residence

When you move into a property, learn where important items are located. You are responsible for knowing the location and how to operate the following:

- Main circuit breaker in the event power goes out
- Gas shut off valve – turn off during emergencies/disasters for safety
- GFI plug(s) – so you can check them if your plugs or appliances in the bathroom, kitchen, patio or garage fail to work
- Electric and/or gas meters to check your utility bills
- The main water shutoff valve in case of major flooding
- Water shutoff valves below the sinks and behind toilets in case of water leaks
- Method of cleaning for the oven so you use the right products
- Time bake knobs on the oven – in the event the oven will not work, these may be on

## Move In Process

Once you have been approved you have 24 hours to sign your lease and pay the Reservation (aka security deposit) and Lease Processing Fees. Your lease will be emailed for your electronic signature and you will schedule a time to review the lease and our procedures with the Rental Manager. If it is more than 2 weeks prior to move in you may pay your security deposit and/or rent online at [www.alpha-real-estate.com/paynow](http://www.alpha-real-estate.com/paynow). If it less than 2 weeks you might be able to pay for the expedited online processing or you must pay by certified funds. In any case all move in funds are due prior to move in in certified funds only.

If the property was occupied when you made application you understand that it is being rented cosmetically in "AS-IS" condition. Once the resident has vacated we will perform a walk through and will ensure the unit is cleaned to our standards and that items are performing the function intended. Unless agreed to in writing, we cannot promise cosmetic upgrades. At move in you will complete a Move In Form to notate cosmetic deficiencies for your protection at move out as well as any items needing repairs that are not performing the function intended. Once turned in, we will submit a service request for necessary repairs.

We perform a standard make ready in between residents. This means that we ensure the unit is clean and items are performing the function intended. It does not mean that we will paint, replace carpet, etc...

Everyone has different standards of clean. We may use a professional cleaning service that cleans to our standards. If something of importance was missed we will send housekeeping back to touch up. We will not come back out for minor cleaning issues. Due to when the unit was cleaned a little dust or dirt on the floor may have accumulated – this is not cause to send housekeeping back out.

ARE does it's best to accommodate your desired move in date. If it is a back to back turnover and the vacating resident leaves the property neat, clean and in good repair it is usually not a problem. However if the unit is not left up to our standards we will need time to make it ready. We apologize for any inconvenience or delays and promise to do everything we can to expedite the process. No amount of pressure applied from your end will make it happen any sooner.

You will have 7 days to return the Move In Report. Please notate any cosmetic deficiencies for your protection at move out as well as any items needing repairs. Once turned in, we will submit a service request for necessary repairs. This is the proper channel for you to submit your request. Unless it is a true emergency DO NOT call about repairs until you have submitted your report. We will not address items (unless an emergency) until you submit the report.

We recognize that moving is a stressful process. We do our best to make this as smooth a process as possible. Please understand that throughout your tenancy we have policies and procedures to follow and our relationship is best served when all parties recognize this. ARE welcomes a long term win-win relationship with you.

## Pets

Alpha Real Estate welcomes well behaved family pets. We require our resident's to be responsible pet guardians. As a company we promote the welfare of companion animals and are corporate sponsors of the Asheville Humane Society. Our standard pet deposits are refundable. Should your pet become a nuisance you will be given 72 hours to rectify the situation or remove the pet from your home. We **STRONGLY advise that you have renters** insurance which provides you with liability protection should your pet harm anyone or cause damage. If you have a pet you agree:

1. A minimum of \$250 per pet will be paid by Resident as additional security deposit, commonly known as "Pet Deposit". Any deposit paid will be treated as part of the security deposit and will be used to cover any damages or outstanding rents or any other charges charged to the Resident's security deposit upon move out. Resident understands fully that at no time will Landlord refund the additional deposit or any part of the security deposit prior to vacancy; even if Resident removes the pet or the pet vacates the property for any reason.
2. Resident fully understands they will be responsible for professional carpet cleaning and deodorizing during and after vacancy as a condition of having a pet on the premises and is to be at the Residents' expense. Documentation must be turned over to Landlord at move out as proof of compliance. Should Resident fail to provide this documentation Landlord shall have carpet professionally cleaned and deodorized at move out and Resident shall be responsible for payment. It is recommended that Resident use Landlord's approved vendor. Should Resident use another vendor and Landlord is not satisfied with the cleaning and deodorizing Landlord shall have the carpets cleaned/deodorized at the Resident's expense. Resident authorizes Landlord to deduct said cost from Resident Security Deposit.
3. If there is no carpet Resident fully understands that they will be responsible for deodorizing during and after vacancy as a condition of having a pet on the premises and is to be at the Residents'

expense. Should Resident fail to deodorize the property Landlord shall have the property deodorized at the Residents' expense. Resident authorizes Landlord to deduct said cost from Resident Security Deposit.

4. Resident must have the premises professionally treated for fleas during and after vacancy as a condition of having a pet on the premises and is to be at the Residents' expense. Documentation must be turned over to Landlord at move out as proof of compliance. Should Resident fail to provide this documentation Landlord shall have the premises professionally treated at move out and Resident shall be responsible for payment. It is recommended that Resident use Landlord's approved vendor. Should Resident use another vendor and Landlord is not satisfied with the pest removal Landlord shall have the premises treated at the Resident's expense. Resident authorizes Landlord to deduct said cost from Resident Security Deposit.
5. Resident agrees to dispose of all pet feces properly and promptly, even if it is not from their pet(s).
6. Resident is to keep only the animals specifically listed above and cannot substitute any other animal without permission of the Landlord. No other pet(s) or offspring, not even for temporary care, will be permitted without the Landlord's permission.
7. Resident may not foster or do any caretaking of any animal of any nature, for another party on the premises for any friend, relative, animal welfare organization or acquaintance with Landlord's written permission.
8. Resident agrees to keep their pet(s) under control at all times and abided by the County or City codes pertaining to animals and Resident agrees to keep their pet restrained when it is outside of the dwelling.
  - a. If property is in Buncombe County Resident shall provide an unaltered animal permit if any pet(s) are not spayed/neutered.
  - b. If property is in the City of Asheville Resident shall provide evidence that pet(s) has a city license.
9. Resident will provide adequate and regular veterinary care including the appropriate vaccines, as well as ample food and water, and will not leave pet unattended for any undue length of time. Resident will diligently maintain cleanliness of litter boxes as well as pet sleeping and feeding areas.
10. Any damage to the exterior or interior of the premises, grounds, flooring, walls, trim, finish, tiles, carpeting, or any stains, etc., caused by the pet will be the full financial responsibility of the Resident and that Resident agrees to pay all costs involved in the restoration to its original condition. If because of any such stains, etc., said damage is such that it cannot be removed, then Resident hereby agrees to pay the full expense of replacement.
11. Resident will prevent pets from engaging in behaviors or creating excessive noise at a level that disturbs neighbors, including, but not limited to, barking, jumping, and running.
12. Resident agrees to follow all rules and regulations as set forth by any neighborhood or Homeowner's Association and it is the Resident's responsibility to determine what rules may apply.
13. Resident agrees to remove the pet if there is any incident or report of violent behavior of the pet(s).
14. Resident agrees to make arrangements for securing the pet(s) when Rental Manager or Landlord must enter.
15. Some owners require Resident insurance policy with a hold harmless clause for the pet, naming the owner and Alpha Real Estate, Inc. as an additional insured. Resident policy must cover animal property damage and liability should the animal cause injury to a person. The policy must be provided each year of occupancy.
16. Resident agrees to indemnify, hold harmless, and defend Alpha Real Estate, Inc. and Owner against all liability, judgments, expenses (including attorney's fees), or claims by third parties for any injury to any person or damage to property of any kind whatsoever caused by the Resident's pet(s).

Landlord's Remedies for Violation:

1. Removal of Pet(s) by Residents. If, in Landlords' sole judgment, any rule or provision of this Pet Agreement is violated by Residents or their guests, Residents shall immediately and permanently remove the pet(s) from the premises upon written notice from Landlord. The requirement of removal shall not relieve Resident of any liabilities or obligations regarding the lease agreement.
2. Removal of Pet(s) by Landlord. If, in Landlord's sole judgment, Residents have abandoned the pet(s), left it for any extended period without food or water, failed to care for it if it is sick, or left it unattended in violation of the rules herein, then Landlord may, upon one day's prior written notice left in a conspicuous place enter the premises to remove the pet(s) and turn the pet(s) over to the Humane Society or local authority. Landlord shall not be liable for loss, harm, sickness or death of the pet(s) unless due to Landlord's gross negligence.
3. Cleaning and Repairs. Residents shall be jointly and severally liable for the entire amount of all damages caused by the pet(s). If any item cannot be satisfactorily cleaned or repaired, Residents must pay for complete replacement of such item. If urine odor is detectable, carpet may be replaced at a cost to the Resident and shall be liable for any additional costs associated with urine odor removal.
4. Injuries. Residents shall be strictly liable for all entire amount of any injury to any person or property caused by the pet(s) and shall indemnify Rental Manager and Landlord for all costs resulting from same.

## **Assistive/Service Animals**

### **How the Fair Housing Act Protects Individuals with Disabilities with Regard to Service Animals**

Service animals are a healthcare option that many individuals choose to help them overcome the limitations imposed by disabilities. The Fair Housing Act protects individuals who have disabilities as defined by the Act. In order to be protected by the Fair Housing Act with regard to service animals, 3 tests must be met:

1. The person must have a disability (see Disability Defined, following).
2. The animal must serve a function directly related to the person's disability.
3. The request to have the service animal must be reasonable.

The provisions that protect the rights of individuals with disabilities to be accompanied by service animals are just one way that the Fair Housing Act protects people with disabilities. With regard to service animals, the Fair Housing Act does not protect individuals who do not have disabilities, or situations in which individuals train animals for use by people other than themselves.

#### **Disability Defined**

The Fair Housing Act defines a person with a disability as an individual who has a physical or mental impairment that substantially limits one or more major life activities, or has a record of an impairment, or is regarded as having an impairment (regardless of whether that perception is accurate). It is not necessary that the disability be an obvious one.

Disability is defined broadly and has been found to include such conditions as alcoholism and drug addiction but excludes individuals with current, illegal use of or addiction to a controlled substance. Other specific exemptions, such as transvestitism, are listed in the Act.

#### **Required Conduct**

The Fair Housing Act makes it unlawful to discriminate in the sale or rental, or to otherwise make unavailable or deny housing, to individuals because of their disabilities. The law covers not only the named buyer/renter but also all individuals who reside in the dwelling or are associated with the buyer or renter.

For the purpose of sale or rental, the Fair Housing Act prohibits housing providers (landlords, property managers, owners, etc.) from asking whether an individual has a disability or about the nature or severity of that disability. In addition, housing providers may not request or require medical records or documentation of disability. However, limited exception is made and questions specific to disability may be asked in certain circumstances, such as:

- to determine whether an individual qualifies for residency in dwellings that are designated for, and made available only to, persons with disabilities.

- when particular units are set aside for priority occupancy by individuals with disabilities.
- when a person with a disability requests a reasonable accommodation, such as having a service animal in otherwise "no-pets" housing (see definition, following).

It is legal for housing providers to inquire about any individual's ability to meet the requirements of ownership or tenancy when the same inquiries are made of all applicants, whether or not they have disabilities. A provider may consider an applicant's ability to pay, past rental history, and violations of rules and laws. Further, an application for tenancy or ownership may be rejected when it can be demonstrated by concrete and credible evidence that an individual would be a direct threat to the safety, or cause substantial damage to the property, of others. An individual with a disability will be held to the same standards of behavior and obligations as any other individual.

### **Reasonable Accommodation**

Reasonable accommodations are modifications that are practical and feasible. The Fair Housing Act requires that owners and landlords provide reasonable accommodation (that is, a change in rules and policies) when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. It is the responsibility of the person with the disability to request any necessary reasonable accommodations necessary for tenancy.

An example of reasonable accommodation is modifying no-pet policies and practices to support the right of a person with a disability to have a service animal in a publicly or privately owned dwelling. Refusal to permit an exception to a no-pets rule may constitute a discriminatory practice when an individual with a disability is unable to use and enjoy a dwelling, including entertaining guests with disabilities who require the use of service animals.

Although inquiries into the existence, nature and extent of disabilities are prohibited by the Fair Housing Act when application is made for housing, an individual with a disability who requests a reasonable accommodation may be asked to provide some reliable professional documentation (but medical records may not be required) confirming that he or she has a disability and the accommodation is necessary for the person to reside in the housing. To support a discrimination claim, the person with the disability might be required to further demonstrate that the requested reasonable accommodation is necessary for his or her equal use and enjoyment of their dwelling. In investigating complaints brought under the Act, HUD considers whether there is evidence that supports a finding of disability, whether the service animal performs a function directly related to the individual's disability, and whether the requested accommodation is reasonable.

### **Service Animal Categorized**

The Fair Housing Act does not define "service animal" per se, and does not make a distinction among certified service animals, non-certified animals, animals that provide psychological support, and service animals in training that live with the people with disabilities for whom they will work. The Act does not have restrictions about who may train the animal. However, the Act recognizes that service animals are necessary for the individuals with disabilities who have them, and as such does not categorize service animals as "pets." Service animals, then, cannot be subjected to "pet rules" that may be applied by housing providers to companion (non service) animals. Housing providers cannot, for example, impose upon service animals the size or weight restrictions of a pet rule, exclusions from areas where people are generally welcome, or access restrictions to only a particular door or elevator. Further, special tags, equipment, "certification" or special identification of service animals cannot be required. Judith Keeler, Director, U.S. Dept. of HUD, Northwest Alaska Area Fair, Housing Enforcement Center, states that it is HUD's position that no deposit may be charged for the service animal.

The Act does not specifically limit the number of service animals an individual with a disability may have. Requests for multiple service animals may be reviewed on a case-by-case basis. It is possible that housing providers may impose limitations if it can be demonstrated that an individual's request for reasonable accommodation exceeds what is necessary for that person to have full use and enjoyment of the premises.

Individuals with disabilities may request other reasonable accommodations regarding their service animals. For example, a person with a mobility impairment may find it difficult to walk a service dog.

He and the landlord might work together to identify a mutually agreeable, and accessible, area of the property on which the dog can relieve itself.

### **Rights of Housing Providers**

Individuals with disabilities are solely responsible for the conduct of their service animals, and housing providers may have recourse available if the resident fails to satisfy this obligation. For example, a housing provider may require payment for damages (such as chewed carpeting), or insist that a service animal be prevented from repeated barking that disturbs neighbors. However, a housing provider may first be obligated to attempt resolution of the problem before eviction proceedings are initiated. Complaints about a service animal must be substantiated and not based on speculation. Service animals that are a direct threat to others (biting, etc.) or otherwise violate animal control laws can be reported to the agency that enforces animal control laws. Often the agency is the animal control department, or the local police. Some local and state laws exempt service animals from some animal control laws.

## **Maintenance**

When you rented the property, your lease contained detailed maintenance instructions. Please review them before requesting a work order. ARE has more tips in this manual.

### **Resident Renovations/Alterations**

It is the ARE policy that residents do not do repairs or alterations. You agreed to this in the ARE lease agreement. If you do want to make a special request for renovation or repair to the property:

- Submit your request in writing before making any changes
- Do not proceed with any work until you are notified by ARE
- ARE will consult the owners to see if the request is acceptable to them
- If the request is acceptable to the owner, residents must do one of the following prior to vacating the property:
  - Leave the alterations if this is part of the owner's condition to accept the alteration/repair
  - Return the property to its original state if this is part of the owner's condition to accept the alteration/repair and pay for any necessary repairs to restore the alteration/repair to its original state
  - Sign an ARE agreement regarding the alteration/repair

### **Resident Maintenance responsibilities**

The property owner has a duty to maintain your residence to uniform codes of safety for landlord/resident law. We want you to report maintenance items.

However, there are items that are the resident's responsibility and we have listed them again (please refer to the Maintenance Addendum for more details on the list below):

- Reporting all necessary repairs
- Replacing smoke alarm batteries
- Reporting non-functioning smoke alarms immediately if batteries do not solve the problem
- If resident disables or damages an alarm, the resident is liable to the landlord for the reasonable and actual cost of repairing or replacing the alarm within thirty days of the resident receiving written notice from the landlord. The resident's failure to reimburse the landlord may result in an infraction and a fine of \$100 per violation
- Replacing light bulbs with the correct size
- Replacing furnace filters, if applicable, every **3** months, and every month if there are pets in the property
- Professional steam cleaning and spot cleaning of carpets while residing in the property and at move out



- Normal insect and pest control
- Normal rodent control, such as mice
- Landscape cleanup if a service is not provided
- Reporting lack of landscape cleanup if a service IS provided in your rental agreement
- Mowing the grass, trimming trees and cleaning gutters unless lawn care is provided
- Landscape watering unless lawn care is provided
- Reporting malfunctioning irrigation systems or sprinklers, even if it is the responsibility of an association
- Disposal of all garbage in the proper receptacles and using the weekly pick up service
- Disposal of animal feces on the property even if you do not have a pet
- If the residence has a fireplace, use caution and care when operating the fireplace and disposing of ashes or coals. Do not dispose of coals in the fireplace until they have cooled outside for a week.
- Check to see if damper is open before starting a fire in the fireplace.
- Reset tripped circuit breakers, fuses, and oven timers
- Relight oil or gas pilot lights
- Disconnect garden hoses from the outside faucets in the winter
- Unclog drain stoppages
- Disposing of toxic waste properly in accordance with local and county laws
- Windows, doors or other glass breakage
- Removing normal mold and mildew
- Reporting any evidence of water leak

### **Procedures for requesting maintenance**

#### Before calling ARE

1. Determine if there is a true emergency or a non-emergency.
2. Check to see if you can determine the cause of the problem that you are experiencing, unless you have an emergency. Read examples of various problems in your maintenance addendum.

#### **If there is an emergency**

There are few true emergencies. An emergency is a life-threatening situation such as a fire, flood and/or uncontrollable water, electrical problem, smell of gas, etc:

- Emergencies causing immediate danger such as fire, exit the dwelling and call 911
- Emergencies involving gas, exit the dwelling, call the gas company and if necessary, 911
- Emergencies involving electrical danger, exit the dwelling, call the utility service or 911,
- After contacting one of the above sources, then call the ARE office and report the problem.
- Emergencies such as backed up plumbing, flooding, call the ARE office at 828-251-9966, and listen for emergency instructions and if necessary, call 911.
- No heat during the winter only
- An emergency is NOT no heat during spring, summer and fall, but ARE recognizes this is important and will make it a priority with vendors to have the heat working as soon as is possible.
- An emergency is not air-conditioning, non-working dishwasher, sprinklers, etc.

#### **Non-emergencies:**

Log in to your Resident Portal and fill out a Service Request Form.

- ARE will assign a vendor to contact you.
- ARE will give vendors keys to the residence with your permission for faster service.
- Vendors are required to make appointments directly with residents – you don't need to be present.
- Remember, this is a NON-EMERGENCY item and in most cases, the vendor will not be able to make an appointment immediately.



- Failure to show at an appointment can mean a charge to you. Therefore, be certain to call the vendor and ARE office as soon as possible if you are unable to make the appointment.
- If you do not hear from a vendor or repairperson within 5 – 7 business days, call the ARE office and inform your management team that a vendor has not contacted you.
- An ARE team member will contact the vendor to find out the cause of the delay, and then inform you when to expect the vendor to call.
- After a repair has taken place, if you have trouble, call ARE and state you had a recent repair but there is still a problem.
- **Recent repair** means within the last 60 days and pest control work means **within 30 days**.
- If you fail to report an unsolved recent repair, and there is further damage or expense, you may be responsible for the cost, per your rental agreement.

### **Fuel Policy**

For properties having propane gas and/or oil burning furnaces or appliances, resident will be responsible for insuring the tank is at least 25% full at all times during the term of the Residential Rental Agreement and at move out. Failure to maintain a sufficient volume of fuel will result in a resident charge for furnace maintenance services that may result. Resident is solely responsible for initial fill of fuel beyond 25% and for any amount less than 25% at move out or the disposal of any fuel in excess of 25% remaining at move out, if they so desire. Agent nor owner will not be held liable for any refund for the value of fuel remaining in the tank at move out. Check the tank to see if there is a sticker of a fuel company, if so that is the company you must use. If not, generally resident may use the company of their choice. Resident must contact fuel company to initiate and end service.

At move out resident must provide evidence that tank is at a minimum of 25%. This evidence may be a copy of an invoice showing a full tank of fuel delivered within 30 days or resident may have a statement from a fuel company that the tank is at a minimum of 25% dated within a week of move out. Should resident fail to provide said documentation there will be a \$35 charge to have the tank measured. This is in addition to any fuel charge for less than 25% in the tank or furnace maintenance services required due to resident's failure to properly maintain adequate fuel.

### **Utilities Policy**

If landlord pays for electricity (or other applicable utilities) a/c units, space heaters & other high utility usage items are prohibited unless approved in advance in writing. Items may be approved with a utility surcharge as additional rent. If landlord pays for any utilities any additional occupants must be approved in advance in writing and will require a utility surcharge as additional rent. Should violation occur resident will have 72 hours to remove offending equipment or occupants and/or will automatically be charged a minimum of \$50 per month as additional rent.

### **Personal Property**

There may be personal property left in your unit by the owner or former resident. Landlord is not responsible for maintaining those items. This may include but is not limited to washers, dryers, window a/c units, dehumidifiers, counter top microwaves, grills, lawn equipment, furniture, etc... It is your responsibility to maintain and care for such items unless agreed to in writing prior to move in.

### **Preventative cleaning tips**

Cleaning is easier when you use a "preventative approach."

- Always put away food and wipe up food debris.

- Clean pet bowls regularly to avoid attracting ants and other insects.
- Do not allow grease to build up in kitchens; use a sponge and soapy water regularly on counter tops, stovetops, and hood filters.
- Avoid cooking with very high heat. This will add to more grease build-up and cause damage to appliances. It can also be dangerous.
- Avoid mildew by venting rooms and bathrooms properly, particularly after baths and showers.
- Clean bathroom tile or other surfaces regularly to prevent the buildup of grime.
- Clean toilets regularly to avoid build up of grime, rings, and mildew.
- Mop tile, wood, and linoleum to avoid “dust bunnies” and the buildup of grime.
- Do not use wax on linoleum or tile.
- Do not use “cleaning products” on tile
- Vacuum all flooring regularly, particularly carpets. This will save in carpet cleaning bills.
- Regularly pick up debris and pet feces in outside areas.

### **Additional cleaning tips**

It is not always necessary to purchase expensive cleaning products. Vinegar, baking soda, ammonia, and salt are some inexpensive cleaning products with many uses. They also are helpful for people who have allergies to cleaning products. They can be better for the environment than commercial products

- Air freshener:
  - Place a bowl of vinegar in the kitchen or bathroom to absorb odors
- Drains
  - For a great once-a-month drain cleaner, pour 1/2 cup baking soda into the drain, follow with 1/2 cup white vinegar -- it will foam. Cover and let sit 30 minutes and then flush with cool water.
  - For stubborn, slow-running drains, pour 1-cup baking soda and 1-cup salt down the drain. Follow this with 2 quarts boiling water. Let sit 30 minutes, and then flush with cool water.
- Tile countertops:
  - To clean ceramic tile, where mold and mildew accumulate, use a combination of 1/4 cup baking soda, 1/2 cup white vinegar, 1-gallon warm water, and 1-cup ammonia.
  - Alternatively, regularly clean kitchen surfaces by using a spray bottle mixed with ½-cup vinegar and a quart of water.
- Glass cleaner:
  - When glass-cleaning products leave residue on bathroom mirrors, mix 3 tablespoons of vinegar with a quart of water in a clean plastic spray bottle.
  - Spray glass and wipe with a clean paper towel.
- Dishwasher:
  - Empty the dishwasher, pour in a ¼ cup of vinegar, and run the dishwasher again.
  - Even if you prefer not to use the dishwasher, run at least once a week to keep seals from becoming hard and cracked.
- Refrigerators
  - Clean regularly and place a cup of baking soda in a bowl on a refrigerator shelf to absorb odors.
  - A cup of dry unused coffee grinds can also absorb odors when placed on a refrigerator shelf.
- Washing machine:
  - A half cup of baking soda can be added to the washing machine with regular detergent to help with mild odors
- Toilets:

- Remove waterline marks in the toilet bowl by pouring in 2 cups of white vinegar. Let soak overnight, then flush to rinse. If this does not work, rub the waterline mark with a wet pumice stone.
- Carpet stains:
  - Vacuum the carpet if the stain is dry.
  - If the stain is still wet, blot gently to remove excess – blot, do NOT rub.
  - Lightly soak the carpet stain with clean water first to remove the stain – blot, do NOT rub.
  - If the stain remains, mix a 3 Tablespoons of vinegar with a quart of water in a spray bottle and spray the stain; blot again; do NOT rub.
  - If this fails, consult a professional carpet cleaner immediately; the longer you wait may mean the stain may not come out.
- Carpet odor:
  - Regular vacuuming cures most carpet odors, but if carpet odors persist, lightly sprinkle the carpet with baking soda and vacuum thoroughly, removing all baking soda from carpet. Repeat if necessary.

### Energy saving tips

Saving water is important for the environment and can mean a lower utility bill for your residence as well:

- Always report water leaks to ARE as soon as possible
  - Report water dripping under sinks
  - Running toilets are big water wasters
  - Report malfunctioning sprinklers
  - Report standing pools of water
  - Report malfunctioning water appliances such as dishwashers and washing machines that come with the property
- Run the dishwasher when it is fully loaded.
- Replace your old washing machine with an energy efficient one – you could save the cost of the machine in water and energy bills.
- Check water hoses on washing machines for leaks; change hoses every three years.
- Adjust the water level to match the load, using less water for small loads.
- Avoid using flushing toilets to dispose of ordinary trash.
- Take shorter showers.
- Avoid letting the water continually run while shaving, brushing your teeth, or washing your face
- Be sure your water heater temperature is set properly. Note: do not turn the water heater up to “hi,” this is a dangerous temperature level.
- Counsel all children on how to prevent wasting water.
- Do not “over water” landscaping; it is not healthy for plants and simply wastes water.

To lower air-conditioning bills:

- During warm or hot months, close the windows and doors to your home early in the day to “keep cool air in,” particularly when the air-conditioner is running.
- Close window coverings on the sunny side of the house during different times of the day; this can lower the temperature dramatically.
- Replace the air filter often and with the right size, at a minimum of every three months, monthly if you have pets. A clean filter helps the air-conditioner to run more efficiently.
- When leaving your residence, turn the air-conditioner up a few degrees, a closed house without activity normally stays cooler. This is particularly important when going on vacation.
- There is no reason to keep the residence in a frigid state while you are gone, but do not turn the air off on very hot days – it will only take longer and more energy to cool down.

To lower heating bills:

- During the cooler months, keep all windows and doors tightly closed.
- In older homes drafts are common. You may use plastic over the windows and draft stoppers by the doors. If you do affix plastic you are responsible for proper attachment and removal. Do not use a bunch of staples.
- Report any major drafts to the ARE office.
- Use a “reasonable” level of heat in the residence. Sometimes, turning down the heat just a few degrees can reduce an energy bill.
- Turn the heat down during the night and use warm covers and comforters.
- When leaving home, turn down the temperature on the thermostat.
- Do not turn the heat completely off. It will take more heat for a cold house than it will save. In addition, this could cause pipes to freeze, which will cause more problems.
- If there is a fireplace, close the damper if you are not using it, but please be sure to open the fireplace if you do start a fire.
- Replace the furnace filter often, at a minimum of every three months. A clean filter helps the furnace to run more efficiently

### **Renters insurance**

Property owners generally carry a standard fire and liability policy, but they do not cover the contents or possessions of the resident. The reason that insurance companies do not provide this type of coverage is because they are “non-owner” occupied properties. Therefore, it is very important for you to have adequate insurance coverage for your contents. The owner nor Alpha Real Estate carry any type of insurance to cover you or your belongings, this is 100% your responsibility.

If you think it is not important, sit down and write out a list of your possessions in one column. In a second column, list how much it would cost to “replace” them. You will be surprised how the list can really add up. Also included is Loss of Use coverage. If a covered loss requires you to leave the residence the insurance will cover the required increase in living expenses. And perhaps most importantly it offers liability coverage for you. If you cause damage (like a fire) to the property and don't have insurance you may be sued by the home owner or their insurance company if you are unable to pay for the damage out of pocket. If you have pets make sure they are included.

**RENTERS INSURANCE IS VERY AFFORDABLE. ALPHA REAL ESTATE STRONGLY ADVISES YOU TO OBTAIN THIS COVERAGE AND IS NOT RESPONSIBLE IF YOU DON'T.**

Contact an insurance agent if you do not have renter's insurance. You can find them in the telephone directory, search the Internet, or ask a friend. The Internet can also provide both information and comparison-shopping. **To avoid a loss, acquire renters insurance now.**

### **Safety Tips**

The safety of you and your family is important to ARE and many things can affect it. Here are some tips to follow:

- Unplug all heat-producing appliances like toasters, irons, and coffee makers when they are not in use to prevent fire hazards.
- Never leave a stove or oven unattended; turn off all stove and oven appliances when you leave the house.
- Never leave heating pads and electric blankets on indefinitely and turn them off when you leave the residence to prevent fire hazards.
- Never leave water running unattended in a plugged bathtub or when leaving the residence.

- If you have an upstairs bathroom and you see water in the ceiling below, particularly in a light fixture, report the leak immediately to ARE.
- Do not operate electrical appliances while standing or sitting in water.
- Avoid using blow dryers, curling irons, radios, TVs, or other appliances while in a bathtub or over a sink filled with water.
- If you have small children, use child protector plugs when you are not using outlets
- Do not overload extension cords with too many appliances.
- Place lamps on level surfaces and use the correct wattage.
- Avoid running extension cords over walkways, under rugs, or any other place that could cause tripping.
- If you suspect an electrical problem, report it to ARE immediately.
- Do not remove smoke alarms, particularly if they are beeping. Smoke alarms are for safety and removing them can endanger all residents and guests. Change the batteries if needed.
- Do not allow children to leave toys on walkways and sidewalks.
- Replace outside light bulbs so you can utilize lights properly when it is dark.
- Report any exposed tree roots to the ARE office
- Keep a portable fire extinguisher in the kitchen and the garage; they are available in hardware supply stores.
- If you use a grill or BBQ, use common sense, never leave grills unattended.
- If you have a fireplace, be sure to store hot ashes and coals away from the residence. Do not place ashes in garbage receptacles unless certain they are cold.
- Do not store fireplace wood against the residence.
- Always be certain the damper is open before starting a fire in the fireplace.
- Do not build “roaring” fires in the fireplace; build reasonable fires suited to the size of the fireplace.

### **Vacation checklist**

When going on vacation, here are items to check before leaving:

- If going out of town for two weeks or longer, please notify ARE how long you will be gone, and supply an emergency telephone number. Then should any problems arise concerning your residence, there is someone to contact.
- Check your rent payment to ensure it will not become delinquent. It would be a sad thing to come home to a late notice and charges.
- Notify all necessary parties such as your next-door neighbors, the paper delivery person, the post office, or any related service people. By doing so, you will avoid any panic that something is wrong.
- Select someone to pick up items on your doorstep to avoid giving signals to dishonest people.
- If leaving a vehicle in the driveway, remove any valuables and garage door openers that can be stolen, giving access to your home.
- Put garbage cans away or arrange for someone to take care of it.
- Place valuables and jewelry in a safe deposit box.
- Avoid leaving a message on your answering device telling people you are out of town and for how long.
- Set timers on interior lights, to deter burglars.
- Be sure to check all windows, window locks, and doors before leaving.
- If you have an alarm, be sure to set it.
- Turn off the water valve to your washing machine.
- Turn off all appliances, large and small, such as stove burners, coffee pots, irons, curling irons, etc.
- Unplug TVs and computers in the event of lightning or power surges.
- Turn your water heater to low or “vacation” setting, but do not turn the water heater off.

- During the winter set the heat to a minimum of 58 degrees and leave a slight faucet drip to avoid frozen/broken pipes. FROZEN/BROKEN PIPES ARE A RESIDENT RESPONSIBILITY AND CAN BE COSTLY TO REPAIR.
- Anything else living in your house besides you, such as plants or pets? Then be sure to water plants and have someone take care of your animals. Do not leave pets in the residence unless a reliable person is going to care for them daily

### **Holiday tips**

Everyone enjoys the different holidays, but it is important to exercise care during the celebrations and remove decorations when each season is over.

- If electricity is included in your rent you must obtain permission to use decorations that require electricity.
- Hang lights and decorations properly and carefully.
- Before hanging, check for bad plugs and loose wires. If you find defects, dispose of the lights.
- Only use lights and decorations during holiday seasons; remove them immediately when the season ends.
- Dispose of holiday trees properly; never burn them in a fireplace.
- If you use extension cords, do not overload, do not staple them to the residence, and if outside, use only cords approved for outside use.
- Never leave holiday lights on when leaving your residence to avoid fire danger.
- For fireworks celebrations:
  - Do not use illegal, dangerous, or explosive devices.
  - Only buy legal fireworks and check where you can use them.
  - Use common sense safety rules with fireworks.
  - Do not use fireworks in or around your residence.
  - Keep all fireworks away from any dry grass, trees, or roofs.
  - Attend a fireworks celebration instead of buying them and enjoy the fun without the responsibility.

### **Emergency/disasters**

Unfortunately, emergencies and disasters happen all around the world. The best solution is to be prepared. In the back of this Manual, you will find a convenient Emergency/Disaster Checklist that has items to do before and during an emergency/disaster.

There are different emergencies

- Maintenance emergencies:
  - ARE outlined in the Maintenance Addendum that you signed during your move in what to do for emergencies such as flooding, electrical, gas, etc.
  - We have also reviewed them in this manual.
  - Please follow the maintenance instructions and call ARE when appropriate.
  - ARE requests that you treat the ARE staff courteously while under stress of the situation – we will do everything we can to help you as soon as possible.
- Area emergencies or disasters:
  - Be prepared and use the ARE Emergency/Disaster checklist enclosed with this information.
  - When major emergencies or disasters such as a hurricane, tornado, earthquake, or some other force of nature occur, everyone experiences great inconvenience and difficulty. Remember this and be considerate of others and the degrees of different problems.
  - ARE requests that you call emergency services first in a disaster.

- Then notify the ARE office as soon as possible what has happened.
- ARE will assign priorities to work and during an area emergency/disaster, will work to assist you as much as possible
- When calling the ARE office, we ask you to be patient and calmly state what problems you are experiencing. We will handle the problems as quickly as possible.

If you lose power or other utilities you must contact the utility company. ARE will not be able to assist with restoration of utilities. If you are snowed in and out of power most likely so is everybody else. ARE makes no guarantees that you will be access your home or have utilities in inclement weather. Residents are advised to have an emergency plan.

### **Drug free housing**

ARE has a drug-free policy for residents and it is a requirement of your tenancy as outlined in your rental agreement. However, people can encounter drug problems from other residents from the lowest income neighborhood to the highest. We want you to be aware of signs of potential drug problems in any neighborhood.

- Do not approach a house or building if you smell a strong chemical odor. Report it to the authorities. Drug houses may contain volatile chemicals and can easily explode.
- Do not pick up abandoned purses, suitcases, filled bottles, or packages. People place “meth labs” in objects of many shapes and sizes. They are highly explosive and dangerous; report any unusual or abandoned object to the authorities. Do not attempt to examine it yourself.
- If you see constant pedestrian or vehicle traffic in your neighborhood at all times of the day and particularly at night, it could be a drug house, particularly if you observe high security precautions surrounding the property.
- First, report unusual and disturbing activities in your neighborhood to the authorities, and then notify ARE of your suspicions as soon as possible.
- Educate and train children of all ages for the signs of drug activities or a drug house.
- Be aware and be alert – a drug house or drug activities are a danger anywhere and to everyone.

### **Giving your notice**

Eventually, you will move, and we want you to be prepared when this is necessary. ARE residents are required to give a 30 day notice prior to moving. A “Notice to Vacate from Resident Form” may be found on your Resident Portal.

Before giving notice:

- Check your rental agreement/lease to see if you are eligible to give notice. It will specifically state when you can give notice. A lease is a binding agreement for a set period and you may still be bound to the lease.
- Notices must be in writing and must be received by the first day of a new pay cycle. A 30 day notice is considered to be 1 full pay cycles plus any additional days falling in the second pay cycle. If you give short notice you will be charged rent through the end of the appropriate pay cycle. The day ARE receives the notice is the date the notice begins. For example, do not fill out a notice with the current date and mail it five days later, thinking the date you mailed is the notice date.
- ARE does not provide rental history to other landlords/property management companies unless residents submit a written Notice to Vacate and the resident gives the authority to ARE to give out rental references.
- **Breaking your lease:** If you need to move and you are still committed to a lease period contact you will be required to put your notice in writing. You are responsible for the property and payment of your rent until either the end of the lease or until the unit is re-rented. Please be sure to pay your full rent as due. If the unit is rented to another resident prior to the expiration of your

lease you will be entitled to a refund of the rent covered by the new resident. You are responsible for a \$400 fee for the cost to re-rent. You should begin to market the property immediately. You may pick up a yard sign from our office. We will begin our standard marketing to *assist you* in re-renting the property. Should you locate a prospective resident refer them to us so they may go through the qualification process and sign a new lease. If you handle your obligations properly you may be entitled to a refund of your security deposit and positive rental reference. If you choose to not follow our liberal lease break policy and “break” your lease it will cost you financially, you will receive a negative reference and legal action may be commenced against you.

## Moving Out

- After you submit your Notice to Vacate, ARE will send you a Vacate Receipt letter. This will instruct you on what to do during the notice period, and how to move out and receive a positive reference.
- It is the responsibility of the resident to deliver all keys and openers to the ARE office. This is important as returning the keys signifies that you have vacated and are ready for walk through.
- Failure to deliver keys and openers will incur additional charges as in prorated daily rent until keys are received and locksmith charges.
- Remember to supply a forwarding address and telephone number for your security deposit refund.
- Use the ARE Moving Checklist so you remember important details.
- ARE strives to conduct move out walk throughs within 3 business days after you turn in keys. Said walk through will be conducted during normal business hours. No move out walk throughs will be made on holidays or weekends: utilities must be left on for this walk through. Should resident fail to keep utilities on during this time, resident shall pay landlord as additional rent the total cost of reconnecting the utilities and an administrative fee of \$50.00 plus any related charges from the utility companies.
- Resident will be charged \$35.00 if a return visit by the Landlord is necessary due to resident not being completely moved out.
- An accounting of your security deposit disposition will be mailed to you within 30 days of vacating or lease end whichever is appropriate.
- Should your move out coincide with the termination of ARE’s management agreement with the owner ARE may turn your security deposit and move in condition report over to the owner just prior to the expiration of your lease. The owner or their representative will notify you of how they would like to handle the move out process. They will be solely responsible for the process and accounting/refund of your security deposit.

## Preparing the Property

**We want to refund 100% of your security deposit!** When you are ready to move, if you have questions on how to prepare your residence, please call your ARE Rental Manager, and discuss your concerns with them. We want your move to be a pleasant and successful one. The following are the steps to take for your move.

**Leave the utilities on for at least three business days after turning in the keys so that the move out walk through may be completed.**

Not only will it save you money but it will save time in issuing your refund.

## Cleaning

- Have the property clean throughout the interior and the exterior.



- The most commonly forgotten items are cleaning ceiling fans, light fixtures, baseboards, window sills and appliances.
- This includes vinyl or tile floors, windows inside and out, window sills and door casings, mini-blinds, wiping out drawers and shelves, all appliances, sinks, toilets, bath tubs, showers, vanities, light fixtures, fireplaces, removal of cobwebs inside and out, etc.
- Leaving the property unclean is not normal “wear and tear.”
- Pick up debris and animal feces on the exterior of the property and place them in the proper trash receptacles.

### **Carpet Cleaning**

- You must have the carpets professionally cleaned at move out.
- Do NOT rent carpet-cleaning machines, use home cleaning machines, or employ chemical cleaning companies. Only professional truck-mounted steam cleaning from a reputable company is accepted.
- Call ARE for a recommendation on a carpet cleaner who will give you reasonable rates on carpet cleaning.
- If you hire another carpet cleaner, the carpet cleaner must guarantee their work to the satisfaction of ARE, and a receipt is required during the walk through inspection. If the carpets are not cleaned to our satisfaction you will be billed for any additional cleaning required.
- Residents, please note: ARE will not reimburse for any carpet cleaning contracted by residents.

### **Draperies/window coverings/windows**

- Do NOT wash draperies.
- You are not expected to dry clean draperies unless:
  - You have caused excessive soil or allowed water damage from open windows. Draperies with water stains could require replacement. Discuss this with your management team.
  - You have not been using the draperies provided and/or have not kept them in good condition
- Wipe all mini blinds – do not use harsh chemicals on the blinds.
- Clean all windows inside and out.

### **Replacements**

- The following must be in working order to avoid charges when moving out:
  - Burned out light bulbs
  - Non-working smoke detector batteries
  - Missing doorstops
  - Furnace filters - change the filter just before you vacate the property, and make sure you use the correct size.

### **Pest control**

- If you have a pet, you are required to have a professional flea treatment done at move out. Make sure the treatment is guaranteed and that you provide us with the receipt so that if the pests return we are able to contact the vendor to retreat at no additional charge. If this procedure is not followed and we have to retreat you will be billed for the additional service.
- If the property is found with ants, spiders, cobwebs, etc., you can incur pest control charges.
- If ARE has to perform pest control we will hire a professional pest control company at your expense.

## Landscape clean up

- The outside area is to be neatly mowed, trimmed, pruned, fertilized, and watered for outside areas that apply in your rental contract.
- Remove all trash and debris, placing in the proper receptacles.
- Remove grease or oil drips.
- Pick up any animal feces whether you have an animal or not.

## Trash

- If you have trash that exceeds normal pickup, you are to have it hauled away at your expense.
- Place all other trash within the appropriate trash receptacles for normal trash removal.
- Do not overflow trash receptacles.

## Painting

- We request that you do not spackle, putty, or touch up paint unless sure the paint will match and you know what you are doing.
- Charges can occur if unnecessary painting is required due to resident painting.
- Charges for painting depend on whether it exceeds normal wear and tear, and the length of time in the property.

## Your security deposit refund

When you follow the move out procedures and leave the property in good condition it simplifies the task of refunding your security deposit. ARE remits security deposit transmittals within 30 days in accordance with the state landlord/resident law. **Do NOT call if it has been less than 30 days since your move out or expiration of lease whichever occurs later.** Should we be unable to complete the work necessary within the 30 day timeframe we will send you an interim accounting with the final statement to be mailed to you within 60 days of vacating or expiration of lease whichever occurs later. Should you not receive your statement within the above timeframe please notify ARE. You must provide ARE your forwarding address. Should you fail to provide a forwarding address we will hold your statement in the file. Remember, ARE wants your move out to be a pleasant and successful process.

Alpha Real Estate, Inc. strives to ensure a fair distribution of the security deposit between the Landlord and Tenant based on all available information regarding the condition of the property just prior to the move-in and just after the move-out. We recognize that there may be situations where you have additional information that we initially did not take into account.

The purpose of this final review is to make sure that you have the opportunity to provide additional information when you are not satisfied with the rationale for the return or withholding of your security deposit funds. Once this form is submitted, our review committee will objectively review all information, including your comments, solicit any additional information and/or approval from the Landlord and make any appropriate adjustments. The process will follow the following steps:

1. Submission of the Request for Final Review of Security Deposit (by you) within 10 days of receipt of security deposit disposition including your supporting documentation.
2. Review Committee will re-assess based on all available information including your account.
3. Within 10 days of the submission date, you will be notified via e-mail of the Committees findings along with any adjustments or explanations.
4. If there are any adjustments to the deposit based on the findings you will receive a Mutual Release Form (to be signed within 10 days) and then either a check or possibly an invoice for additional amounts owed.

If ARE is no longer managing the property your accounting and refund will come from the owner.

## Rapid security deposit refund

If you follow proper move out procedures and fulfill all your obligations including leaving the property ready for the next resident minus normal wear and tear we may be able to offer you an expedited refund in 7 days or less for a fee of \$75.

## Frequently asked questions

ARE has put together a list of the most frequently asked resident questions that may answer many of your concerns in advance.

*Why did I receive a late notice when I paid the rent on the 6<sup>th</sup> or 25<sup>th</sup> of the month?*

- As outlined in this Manual before, the rent is due on the 1<sup>st</sup> or 20<sup>th</sup> and late if not received by the 5<sup>th</sup> or 24<sup>th</sup> of the month. On the 6<sup>th</sup> or 25<sup>th</sup>, we mail eviction notices. Obviously, we served the notice before we received payment. ARE serves Notices based on state landlord/resident law requirements and their obligations to the owner of the property.

*Why can I not clean the carpet myself?*

- We require professional steam carpet cleaning to preserve the life of the carpet. Home machines do not handle the deep cleaning necessary.

*Can I have a satellite dish?*

- Yes, you may have a satellite dish. However, you must submit a request to ARE and sign an agreement prior to installing the dish. Dishes may NOT be placed on the building they must be installed on a pole or tree. You also must take responsibility for removing the dish and repairing any damage. Call your ARE management team for details.

*I did not have a pet when I moved in; can I have a pet now?*

- Notify your ARE management team of your request for a pet. Do not move a pet into the property without permission. If the owner does allow a pet, an increased security deposit will be required and a pet agreement signed. If the owner says no, abide by the decision and your rental agreement.

*What happens if my pet dies or runs away, can I have my increased security or pet deposit back?*

- No, all deposits remain in effect until all residents vacate the property. Until a property is completely vacant, there is no way to check the entire property thoroughly.

*What happens if I want another pet?*

- Notify your ARE management team what pet you want. ARE must approve of the pet and there will be an increased security deposit usually \$250 refundable per pet.

*My roommate or permitted occupant wants to move, but I want to stay. What do I do now?*

- Your roommate or occupant needs to submit a Roommate Release Form. ARE will need documentation from you to show you can support the property by yourself. ARE will not partially refund part of the security deposit to your roommate since it is a condition of your rental agreement. You and your roommate will have to settle any funds owed to each other, including any or all of the security deposit. Have your roommate use the ARE Roommate Release Form included in this manual. The fee to modify the lease is \$100.00.

*I want to add a roommate or a permitted occupant, now what do I do?*

- The prospective roommate or permitted occupant will have to submit an application and pay the \$52 application fee and ARE must approve the person PRIOR to them moving into the property. If ARE denies the applicant, they cannot move into the property. If approved, you and the approved applicant must sign new rental/lease agreements. The fee to modify the lease is \$100.00.

*Why do the owners want to see the property?*

- The owners are showing responsibility toward the maintenance of the property, the condition, and their investment. It is also their right to see the property, but they respect that it is your residence. It is also nothing to fear. This is why ARE contacted you first to set a date and time.

## Conclusion

We hope that you have found the *ARE Resident Manual* useful and informative. It is our goal to prepare you for a successful tenancy and a pleasant move out when this occurs. If you have any questions on the enclosed information, please contact your ARE management team.

I agree that I have read and understand this manual:

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

*Have a successful residency*

**ALPHA**  
REAL ESTATE