

# Tenant Handbook

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# Introduction

The purpose of this manual is to communicate the policies and procedures that explain how we manage the home you reside in. It will serve as your guide while renting the home. The goal of it is to provide good expectations and a clear communication plan between us which will make your experience living in the home more enjoyable. The Tenant's Handbook is frequently updated as we work to keep up with changes in the laws and economics that affect our business practices.

This handbook will provide information about paying rent, maintenance issues, lease renewals, early terminations, Homeowner Association issues, property visits, and a host of other topics. You'll find just about everything you need in this handbook (and if you don't, please let us know what we're missing, so we can build it into the handbook!)

# **General Information**

#### Office hours, numbers, and basic company information

Focus Real Estate Property Management ("Focus") is open 8:00am to 5:00pm Monday-Friday.

Address:	2340 Dayton St
	Denver, CO 80238
Email:	joe@focus-rentals.com or tenantservices@focus-rentals.com
Office:	(720) 575-0238
Web:	www.focus-rentals.com

Focus Real Estate Property Management ("Focus") is a locally owned small business. Our goal is to help our owners preserve and grow their wealth through real estate ownership, while providing a first-class rental experience for our tenants. We're a team of caring people and we want you to have a wonderful experience living in the home. Will we get it perfect every time? Not likely! But we're always striving to improve and do our best. We look forward to having you as a tenant in one of the homes that we manage. Welcome!

# **Paying Rent**

# **Payment Options**

We offer electronic payment options to ensure prompt and secure rent payments. Once activated in our online portal payment system, you will have a simple electronic option to pay rent each month. Electronic payments are faster, safer, and easier for everyone.

# Due Date

Rent is due on the *first* (1<sup>st</sup>) and is considered late by midnight the night of the 7th. You may pay your rent in your online Tenant Portal. Late rent will incur late fees, as per your lease agreement. Collections will begin on the 8th, with Pay or Quit Notices being delivered soon after. We also report late rent payments or open balances to the credit bureaus.

#### **Personal Checks**

Focus does not accept personal checks at any time. We accept Certified Funds in the form of a Cashier's Check or Money Order. A \$5.00 check processing fee will be charged for any rent payments made by cashier's check or money order.

### **Automatic Electronic Monthly Payments**

Focus can offer you an option with electronic payments that will set up your payment for automatic withdrawal each month. This can be set up in your tenant portal for payment and modified by you at any time.

### No Cash

We have a "No cash" policy.

### Late Fees

Late rent will not be accepted without an imposed late fee of 5%. We encourage you to pay rent by the 1<sup>st</sup> to avoid paying any late fees.

#### Late Payment Contact

Focus will attempt to contact you via email, phone, or SMS (text), informing you that rent has not been received.

### **NSF Check or Electronic Payment**

The NSF (non-sufficient funds) fee of \$20 is due regardless of the reason. If this happens, Focus has the right to request certified funds going forward. You will be given 48 hours to make the funds good before further legal action.

#### After the 7th

If rent is still unpaid by the 7th, Focus reserves the right to begin eviction proceedings. Once the eviction process has started, rent will not be accepted without all of the late fees and applicable administration fees being brought in certified funds only.

#### **Prorated Rent**

Rent is always due on the 1<sup>st</sup> when the lease is executed. Prorated rent may be necessary on a mid-month move-in. Keys will not be turned over to a tenant until the prorated rent has been paid. This payment is also subject to late fees in the same manner as a regular rent payment.

#### Last Month

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

#### Paying Less Than the Balance Due

If an outstanding balance is due on your account, we will notify you in writing. We may work with you on a payment plan, when necessary and able, but it must be approved in writing by your property manager. You will *not* be able to keep a running balance due.

# Maintenance Issues

### **Emergency Maintenance**

Focus provides tenants with several ways to report maintenance issues. The primary and best way to report a problem is in writing through the tenant portal. Should you have an emergency after hours, call us at (720) 575-0238, Option 1.

### **Emergency Defined**

An emergency *is anything that threatens the health of the occupants or the destruction of the property* - for example, a flood, fire, sewer backup, burst water pipes, burst water heater, etc. These events should be reported immediately via phone call or text and entered in the tenant portal maintenance system.

### **Additional Emergency Examples**

Fire, tree(s) blown on the roof, flood, sewage back up, gas odors, broken water pipes, furnace out (if the weather is below 45 degrees), AC out (if the temperature outside is above 90 degrees). If the emergency is life-threatening, call 911 immediately!

### **Non-emergency Maintenance Examples**

Refrigerator out, locking yourself out of the house, power or gas off, oven not working, AC out (if the temperature outside is below 90 degrees) or water heater out. *Focus is not liable for food loss caused by appliance breakdown*.

# Warning About Emergency Claims

If you claim you have an emergency and one does not truly exist, you will be charged back the service charge for the contractor/service representative responding to the call. If you call the Emergency Line for a *non-emergency* and contractors are dispatched to your home because of this call, you will be charged a violation fee of a *minimum* of \$100. Do not call in an emergency unless it is truly an emergency. You will also be charged a minimum \$80.00 trip charge, if you set up an appointment with any contractor and do not show up for that appointment.

#### How to submit a work order request

Because we prioritize keeping the property in good condition for the tenant's enjoyment, we make it easy to request maintenance. Because the phone is more difficult for us to take a work order 24/7, we've set up a more straightforward way online through your Tenant portal.

Your first place to look when you have a maintenance issue is the sticker we've placed in the cabinet under your kitchen sink. This sticker will have QR codes that take you to Do it Yourself ("DIY") videos for smaller, common issues. It will also have a QR code where you can enter all non-emergency maintenance items. All non-emergency maintenance requests must be submitted through the Tenant portal. Please describe the issue to the best of your abilities and provide photos, all of which can be done through your online portal. (Scan QR code in cabinet under the sink to get to your portal)

### **Tenant's Maintenance Responsibilities**

Single-family homes and condos are different from apartments. There is usually a full-time maintenance man on-site in an apartment community that can attend to repairs immediately. This is not the case when you rent a single-family home or condo. There are some items that you should take care of yourself, such as clogged garbage disposals, resetting GFCI switches, AC filter replacement, light bulbs, and minor items as explained in this handbook.

- 1. Minor repairs, cosmetic repairs, and items that do not substantially affect your lifestyle may not be fixed (i.e., chipped paint, missing screens, doorbells that do not work, etc.).
- 2. Damages caused by abuse or misuse will be charged back to you. We would rely on the servicing contractor, along with photos, to tell us if you caused the problem.
- 3. If plumbing is clogged due to items you, your children, or guests dropped in the toilet, it will be charged back to you. This is not considered equipment failure. You should do everything you can to handle these issues yourself unless the contractor can show our office that these issues are not tenant responsible (i.e., roots in the system).

The tenant is responsible for dislodging things that have been flushed down the toilets or sinks. It shall be the responsibility of the tenant to make sure there is no item blocking the plumbing. After the tenant has made an effort to solve the problem, Focus will address the issue.

If Focus's maintenance technician or a plumbing company reports that the tenant caused the problem, i.e., brushes, toys, or personal property in the system, the plumber's visit and repair will be incurred by the tenant. The homeowner will pay for plumbing problems resulting from roots in the system, pipes that have collapsed, and other natural (non-tenant) causes.

- 4. Focus or the owner does not handle monitoring of security systems. Tenants will need to make their own arrangements to set up this service at their discretion and at their own expense.
- 5. We will make every effort to deliver the property to you free of pests. It is the tenant's responsibility to keep it that way. We recommend you use a licensed professional for any periodic pest treatments. If a more significant problem arises concerning large animals or rodents, contact Focus Property Management and submit a repair request.
- 6. Lawn care is a tenant's responsibility. You must do regular mowing, watering, trimming, weeding, raking, and other regular lawn care maintenance.
- 7. Change HVAC air filters monthly! This is essential to a fully operable HVAC/AC system. Should you call and the HVAC or AC is not working, you are asked to

check the filter and still require an onsite repair; if the filter is clogged, the charge of the trip, furnace filter, and repair will be charged back to you. A clogged filter will break an HVAC system. Dirty filters are often the culprit behind an inefficiently performing HVAC. That's because air filters trap dust, dirt, and debris like hair, which over time can restrict or block vital airflow, overheating the heat exchanger and preventing your HVAC from working as it should. In the end, changing your filter regularly will cause the system to run more efficiently; you will save money and have less dust in your home.

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

#### **Maintenance Tips**

Renting a home requires that you pay attention to some minor maintenance issues, such as changing your filters, clogged toilets, and resetting your garbage disposal, just to name a few. Taking care of these things can save you time and money.

#### 1. Summer: HVAC (Air Conditioning)

If your AC stops working, especially after a brief power outage or storm, then it could well be the breaker switch, not the AC. **Please check the breaker first.** See "Reset Circuit Breakers" below.

If your unit is not working and you submitted a maintenance request, please turn off the unit altogether. The reason is that the majority of the time, the coils have frozen up. When the technician gets there, he won't do anything until the coils thaw out. This means two trips for the HVAC technician and a longer wait for you.

#### 2. Change Furnace Filters

To improve the home's air quality, reduce allergy problems, and save money, you need to change the furnace filter at least every month. Failing to do this will likely increase your utility bills. How to Change a Furnace Filter - VIDEO

#### 3. Reset Circuit Breakers

If you have been using an electrical outlet and it stops working, you may need to reset a "tripped" circuit breaker. This happens many times when you use appliances that may cause a temporary overload on the system, such as a hairdryer or portable heater. <u>How to Reset a Tripped Breaker - VIDEO</u>

#### 4. Garbage Disposal Reset, Use, and Care

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

was just overworked or experienced a power surge, this might fix the problem. <u>How</u> to Reset Garbage Disposal - VIDEO

Do not attempt to fix the garbage disposal yourself, if this does not fix the problem since it could be hazardous. Please submit an Online Maintenance Request to have one of our contractors fix it for you.

### 5. Garbage Disposal Use and Care: Things to Never Toss Down the Drain Garbage Disposal Best Practices - VIDEO

### 6. Clogged Toilets

If our plumber determines that the tenant caused a clogged toilet, then very possibly, the tenant will have to pay the plumber's bill. If you think you've caused the problem and want to avoid this situation, you can try to unclog the toilet yourself using these simple and helpful hints. <u>How to Unclog a Toilet - VIDEO</u> <u>How to Unclog a Toilet & Shut Off the Water - VIDEO</u>

### 7. Replacing the Toilet Flapper Valve

This one's easy and one of the most straightforward repairs in the house. It is important to note that the water in the reservoir is filled with clean water, so getting your hands a little wet should not be a concern. Fix a Leaking Toilet Flapper Valve for Little or No Cost - VIDEO

# 8. How to Reset a Garage Door Remote Control

Reset Garage Door Keypad Code PIN & Remote Control Opener - VIDEO

# 9. GFCI Outlets

GFCI stands for "Ground Fault Circuit Interrupt." These outlets are typically installed within a short range of water but could be installed anywhere in your house. If you have something plugged into one of these outlets, and it stops working, it's possible that you were overloading it with a device, such as a hairdryer or a portable heater. To make the outlet functional again, simply press the button (white or red) that says "Reset." Try again, and you should be okay. If the outlet continues to trip, you are most likely overloading the outlet with whatever is plugged into it. If it does not work at all, there may be another problem, and you might need to submit an Online Maintenance Request.

Please note, in some cases, especially in newer homes, a GFCI outlet or reset switch could be located away from, but still controlling, the outlet that stops working, such as in a nearby closet in a bathroom. Refer to this video: <u>GFCI VIDEO</u>

10. Please also email us at <u>tenantservices@focus-rentals.com</u> for our guide "<u>What Is</u> (and Is Not) Normal Wear and Tear?", which includes tips for preventing excessive wear and property damage and getting back your full security deposit at move-out.

#### **Maintenance Priorities**

Everything isn't an emergency. We have established five categories of maintenance priorities and a target response time for each of them. We will handle your requests in the order submitted with the following response times as guidelines.

### **Category I: Emergency Maintenance**

**Emergency defined:** Anything relating to the property under the lease that threatens life, health, or the property. Fire (please call 911), flood, sewage back-ups, gas odors (please contact the gas company), broken water pipes, and trees falling on the house.

**Target**: 5 to 8 hours (Note: during peak seasonal months, target response times for heat and air may be subject to delays due to contractor overload.)

#### Non-emergencies defined and examples:

Refrigerator out, locking yourself out of the house, power or gas off, AC out, and the property has two (2) AC units, oven not working, water heater out. These issues may be inconvenient, uncomfortable, and aggravating, but they are not emergencies. *Focus Property Management is not liable for food loss caused by appliance breakdown or damaged belongings due to water leaks.* Make sure that you have adequate renter's insurance to cover unforeseen personal losses.

### **Category II: Urgent Maintenance**

**Defined:** Broken windows, plumbing repairs (not including clogged toilets; see notes below), loose railings, wobbly decks, and electrical problems.

**Target:** 2-4 business day service (*Note: during peak seasonal months, target response times for heat and air may be subject to delays due to contractor overload.*)

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

**Examples:** Appliance repair, garage repairs, leaky faucets.

Target: 4-8 business day service

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

**Examples:** Fence repair, gutter cleaning. **Target:** 15 - 30-day service

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

**Examples:** Screens; broken lattice; power washing; broken window shade; broken tree limb; missing door stopper; missing doorknob; all light bulbs including stove, chandelier, refrigerator; and fireplace gas keys. **Target:** Point these items out during the next property visit or bring them up at lease renewal. These items may not be approved for repair by the owner.

#### **Tenant Damages**

Damages caused by abuse or misuse will be charged back to the tenant. We will rely on the

servicing contractor to tell us what caused the problem.

If toilets are clogged due to items dropped in the toilet (toys, brushes, diapers, napkins, any personal items), clogged, or misused garbage disposal, the plumber's cost will be the tenant's responsibility (minimum \$150). This is not considered equipment failure, and you should do everything you can to handle these issues yourself. Buy a plunger. Unless the contractor can prove you did not cause it (i.e., roots in the system, the pipe collapsed, septic tank backup), we assume people, not property defects caused the problem. Clogged plumbing is often the tenant's responsibility but will be reviewed on a case-by-case basis.

# **After-Hours Maintenance Charges**

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

# **Scheduled Maintenance Visits**

The homeowner may have selected from a list of proactive maintenance procedures that may be done without your prompting. We will let you know when contractors will be coming to the property to address issues like this, for example, periodic inspections, gutter cleaning, HVAC servicing, pest inspections, fall landscaping, etc.

# **Maintenance Chargebacks**

If the contractor we send to the property tells us the maintenance is due to your negligence, Focus will notify the tenant via email and place the charge to your payment ledger. Failure to pay the bill will result in an outstanding balance on your account. This will need to be paid with your next rental payment, or late fees will accumulate.

# Critical Issues in the Lease

# **Right of Access**

Our policy is to respect your right to privacy at all times. Before visiting the property, we will attempt to contact the tenant to schedule an appointment for all actions, including walkthroughs and maintenance. However, if we must get into the property in an emergency we do have keys for that scenario and we retain the right to access as needed. The lease gives us the right to access the home at any time, but we prefer to respect the tenant's right to a secure environment and will always attempt to schedule access at least 24 hours in advance, unless we are dealing with an emergency.

# Move-In Photo Inspections – Inventory and Condition Form

The move-in Rent Check photo inspection is designed to document the condition of the property when the tenant takes possession so that you are not held responsible for pre-existing damages. This will be the benchmark we will use when you vacate the property to establish charges for damages. We will use the *Rent Check* app to complete a thorough photo documentation of each

room to document the condition of the home. We'll then provide you, as the tenant, with a link giving you the option of conducting your own report with the same app, if you choose to.

# Lease Renewals (30-days out)

Your lease will terminate at the end of the noted term on your lease. It will *not* renew automatically. You will be required to notify us in writing 30 days before the lease end date of any intent to terminate the tenancy. If you do nothing, we will either renew your lease with a possible market rent adjustment or issue a non-renewal notice 30-60 days before the lease end date. Focus tracks all lease renewals and will begin to contact tenants approximately 60 days from lease expiration to find out your intentions of either renewing the lease or vacating the home.

**Notices to Vacate** must be in writing, which includes email or via the tenant portal, per the lease agreement. Be sure you receive a response confirming receipt of your notice.

### **Rent Increase and Renewal Process**

The lease term will define the end date in your lease. According to the lease, Focus can notify you that the lease rate will change 60 days before the lease end date. This allows tenants time to assess their options and make the best decision for themselves. We strive to maintain good relationships with tenants and conduct business fairly regarding the lease rate. Tenants also need to understand that the owner's home insurance and property taxes are usually a factor in an increase, as those costs tend to increase every year. It is commonplace in this market to ask for a 2-5% rental increase, but this always varies based on market conditions and will change up and down over time. Additionally, upon lease renewal, you may be subject to an increase in your Flat Rate Utility fee, which we evaluate annually and calculate based upon local utility rate increases.

# Subletting

Subletting is when you move another person in to share the rent (without adding them to the lease) or move out of the home and let someone else pick up the rent. <u>Subletting is not allowed.</u> There will be fines or possible additional actions for violations. We need to approve all adult tenants living on the property. If one of the current tenants or occupants on the lease needs to move out, coordinate this action with Focus. Do NOT sublet to another tenant or occupant without written permission from Focus. We have a procedure to add a renter to the lease, and all still must income qualify.

# **Early Termination**

Focus understands that life happens, and plans change. Tenants may need to leave their homes due to a job transfer, job loss, or an emergency extenuating circumstance. We offer solutions and some helpful guidelines to mitigate risk for all parties listed below. Once these steps below are completed, and the home is turned over in good condition, the existing lease will be terminated early. All deposits can be refunded according to the lease agreement and Denver Property Code. If this situation comes up, please reference your lease and feel free to reach out.

1. **Pay the "Break Lease" Fee.** This amount is equal to one month's rent and must be paid upfront to Focus. This fee will cover the costs of putting the home back on the market and the effort to re-lease the house on behalf of the outgoing tenant, who is requesting

to break the lease agreement early. Payment can be made through the tenant portal. No action will be taken to begin to market the home until this payment is made. *You are still responsible for rent until the house is re-leased and the new tenant has moved in. See your lease for all the specific details related to this scenario.* 

- 2. Assist with All Showings. It is in the outgoing tenant's best interest to assist with all of the showings to attract a new applicant. Allowing for time to show the home when requested, and make the house look as pleasant as possible,6 will only aid in renting the home quickly.
- 3. **New Tenant Applies**. The property manager may contact the outgoing tenant to verify move-out dates or propose a move-out plan to work with an incoming applicant. Once a new potential tenant has applied, been accepted, delivered a security deposit, and signed a new lease agreement the outgoing tenant's lease can be terminated early.
- 4. Vacate the Home Per the Lease. All of the same standards apply in cleanliness and condition as indicated by the signed lease agreement. The deposit refund will be determined once the outgoing tenant vacates and the home has been inspected. Fees can still be assessed if the home is left dirty or any there is any damage to the home.
- 5. **Provide the Property Manager with a Forwarding Address.** This will be used to send a copy of the terminated lease amendment and the balance of all security deposits. With these actions being completed, the current lease will be terminated early, the outgoing tenant will have fulfilled the lease, and all of their responsibilities to that lease are in good standing.

*IMPORTANT: In cases of early termination, all rent payments, utilities, and upkeep of the home are the responsibility of the outgoing tenant <u>up to and until</u> the day the lease starts with the approved, incoming tenant or through the move-out date in your original lease (whichever occurs sooner).* 

#### Lawn Care

In most circumstances, the tenant will maintain their yard. One of the differences you have when renting a house (compared to a townhome or apartment) is that you are responsible for lawn care, unless there is an agreement between the tenant and Focus that the landlord will maintain the yard. Refer to the lease as to who has responsibilities for lawn care.

Failing to maintain the yard will create problems for the HOA and homeowner. This will generate complaints from the neighbors, and if there is an HOA, there could be fines assessed.

*Tenants will receive a minimum* violation fee of \$85 *for any complaint letters from the local HOA regarding any lawn maintenance issues.* 

#### Pest Control

Unless there is a pest issue when the tenant takes occupancy of the home, the tenant is responsible for their pest control for bugs. We strongly recommend you use a licensed pest control company to

manage pests rather than doing it yourself. If you need assistance connecting with a pest control company, we can refer you to the one we use. Tenants can review the pest control policy in your lease.

### **Contact with the Owner**

Focus is your management company and will be your only contact during your tenancy. If someone calls or shows up at your door claiming to be the owner (or agent representing the owner or lender), you should be suspicious and not invite them into the home. Do not assume they are who they say they are. Protect yourself at all times from people who claim to have some authority over the property. If the owner plans on doing a walkthrough at your home, you will be notified well in advance. If someone shows up at your door claiming to be someone wanting to enter the property without you being told, do not let them in and refer them to us for permission.

# **Housekeeping Documents**

# Pets (Authorized and Unauthorized)

Many owners will allow pets, and some will not. You can have pets with written permission in the lease and a pet deposit. If you bring in an unauthorized pet, no matter who the pet belongs to and no matter how long they have been there, we assume you had it the day you moved in, and you will pay penalties and risk eviction.

### **Smoke and Carbon Monoxide Detectors**

We will verify smoke and carbon monoxide detectors are in the home, at your move-in, to ensure the home complies with the Denver Property Code. You are responsible for keeping good batteries and replacing batteries, as needed, in all smoke detectors. Let us know if they do not work after attempting to change the batteries.

#### **Renter's Insurance**

Focus requires all tenants to have Renter's Insurance and list Focus Real Estate Property Management, LLC as "Additional Insured" on the policy. We will email regarding our tenant insurance requirements.

#### **Property Visits**

It is the policy of Focus to do periodic walkthrough/assessments of the home, often one in Spring and one in Fall. These arrangements will be made with you far in advance with appointments scheduled. This should take less than 1 hour. You are not required to be present. We are not there to address housekeeping but rather to assess property issues and report to the owner (regarding any deferred maintenance they need to address). This will also be a time to point out any concerns you may have with the home to be documented at that time.

# Utilities

# **Flat Rate Utilities**

We help our owners make sure all utilities that could affect the property are paid on time by charging tenants a flat rate utility amount each month for the total of water, trash/recycle, and sewer. This charge then gets passed through to the owner at no charge. This simplifies the utility process and ensures that no liens are placed on the property for unpaid utilities.

We calculate the flat rate utility amount tenants are charged by looking at average for similar properties and then taking into account how many tenants will live in the home and the size of the yard. The amount charged to the tenants won't be exactly what you pay for these utilities, but it should roughly offset your utility expenses. This process is not meant to be a profit center for the owner or us as the property management company.

All other bills that can't affect the property, such as Xcel (gas/electric), wifi, cable, etc are set up by you as the tenant in your name. We help tenants get those all set up at the beginning of their move in process.

For more information on our flat rate utilities let us know and we can provide an FAQ document we created on the topic.

### **Get Utilities Connected Before Move-in**

You must make sure utilities are on, on or before the date your lease starts, regardless of when you move into the home. If you fail to make these arrangements, you may be in the property a few days before the utilities are on. We will do our best to guide you on which utilities need to be set up.

#### **Keep Utilities on and Bills Current**

Failure to keep utilities on (and bills paid) during your stay may result in a default in your lease. Never turn the heat or air conditioning completely off during your vacations, especially during cold weather. When utilities are off, there is an increased possibility of burst water pipes, mold, breakins, etc. During cold snaps, keep garage doors closed as garages often do not have the same insulation as houses and lines freeze quickly. Keep utilities on at all times. If there is a pipe burst or other emergency because the utilities were not on at a reasonable level, the tenant will be held responsible.

#### Keep Utilities on Through the Move-out

You must keep utilities on through the move-out, even if you are moving out early. If they are not on through your final move-out date, your lease calls for an \$85 reconnect service charge.

# Homeowner Association Issues

If a Homeowners Association manages the community, you need to be familiar with the rules and regulations, and follow them, to avoid fines and penalties. Some HOAs are very aggressive about enforcing their rules and resisting them will typically only cause you grief and cost you money. Review the HOA's website to get familiar with the regulations in the community. If you are renting

a home in the Central Park neighborhood here are the <u>Central Park Master HOA governance</u> <u>documents</u> for your review. If you have a sub-HOA or you are renting in another neighborhood, Focus can provide you with those documents upon request.

If an owner is charged any sort of fine for any violation, the tenant will ultimately be charged for that, plus an administrative penalty from Focus. Here are some of the most common HOA-related issues:

# 1. Yards

Hands down, the number one complaint we get from owners is letters they've received from the HOA stating that your grass is too long. In approximately 95% of our homes, the tenant is responsible for yard maintenance. The owner gets a warning letter when tenants fail to maintain the yard to the HOA's liking. Often, this is the first violation of any kind the owner is receiving about anything from the HOA.

If Focus receives a letter from an owner (who has received a letter from their HOA) we will charge the tenant a minimum of \$85, regardless of what the letter is for and even if the tenant has already complied with the request. Focus must deal with the administrative time and cost to put the corrective action in motion to ensure the HOA request is met.

# 2. Parking

Most communities have rules about where you can and can't park. Follow the rules, and you will avoid violations and fines.

# 3. Access to Amenities

Occasionally, there are keys, passes, and codes to gain entry to the community amenities. If you have trouble with any of them, let us know, and we'll help you secure them. HOAs often try to prevent renters from using the amenities, and there's nothing we can do to change that. Friendliness and cooperation usually help a lot in getting assistance with these things. Be prepared for the HOA to require you to stop by their office with a copy of the lease, your Identification cards (Driver's License), and sign waivers to use their amenities, such as the pool or playgrounds.

If you are renting in Central Park, the <u>Central Park Master HOA website</u> can be a good resource and their primary phone is 303.388.0724.

# 4. Mailbox Keys

We will provide you with a mailbox key.

# 5. Parking for Boats, Trailers and RV's

Most HOAs have rules about when a boat, trailer, or RV can be parked at the residence. If a tenant owns a boat and has that boat in storage, the HOA will only allow that boat to be temporarily parked at home over a weekend. An example would be before and after a weekend trip while the gear is picked up and dropped off. Any overnight parking, if found, will result in a letter sent to the owner. The same holds for trailers, large commercial trucks, or RV's. A good rule of thumb is that

if it is something other than a passenger car or truck, the HOA would not want it parked at the residence for more than a few hours.

We ask that tenants be aware of these HOA rules. If Focus has to respond to an HOA complaint the tenant will have to pay *\$85 per occurrence*.

# **Foreclosure Issues**

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

# What To Do If You Receive a Foreclosure Notice

If you receive any notices about a pending foreclosure, forward a copy to our office immediately so we can address it with the owner. Once we have additional details, we'll be in touch with an update and potential options.

# Showing Instructions and Move-Out Procedures

Your lease agreement authorizes Focus to show the property for rent for the last 30 days of your lease. We may place a sign in the yard and put a lockbox on the property to begin showing the property to prospective tenants.

# You do not have to be present at the time of the showing.

The lockbox can be opened with a unique combination specific only to that particular lockbox, with the codes guarded by our staff and our security measures. This will allow only licensed Realtors, either from Focus, or other licensed real estate companies, to access the property for a showing.

Do not lock the deadbolt on the front door. If there is a security system, call our office to confirm the correct security code.

The Lease Agreement also requires you to secure your pets or remove them from the property, if they interfere with or prohibit showings.

Do not allow any prospective tenants in your home unless they are accompanied by their real estate agent, or a staff member from Focus. If they show up unaccompanied by an agent - refer them to our office to make arrangements to see the property. If you have any questions, call our office.

# **Move-Out Procedures**

Now that you are moving out, your lease agreement requires that you leave the property in a clean and undamaged condition. We have every intention of returning your security deposit, as long as you have fulfilled your agreement with us.

The following information is provided to help you get your security deposit returned without any misunderstandings:

- 1. According to the terms of your lease and Colorado law, Focus has 30 days to return your security deposit. Security deposits will be sent to you as soon as possible via eCheck to the bank account on file.
- 2. Remember to clean your rental property inside/outside to avoid any charges against your deposit. Email us at <u>tenantservices@focus-rentals.com</u> for a copy of our full Move-Out Guide and Checklist at any time, which includes instructions such as:
  - a. All Keys (including mail key), Garage Door Openers, and Gate Remotes must be turned in by the expiration date of the lease agreement, or pro-rated rent will be charged daily until received.
  - b. We will conduct a final move-out inspection after all furnishings have been removed and all cleaning completed. Our team will be documenting the state of the property and taking move-out pictures using a property inspection app. The property manager will compare the move-in photo pictures with the move-out pictures to determine if there will be any charges against your security deposit. *We prefer to not perform move-out inspections with tenants present at the property. Our team members will only be there to take photos; they will not tell you what charges will or will not be charged against your security deposit. They are only there to document the condition of the property.*
  - c. Utilities must be on through your move-out date. If the utilities are not on through your move-out date, tenants will be charged an \$85 trip charge. Any delays caused by the utilities not being turned on will delay the return of your security deposit.
  - d. Call utility companies and arrange for final readings. (**Remember**: Utilities must be left on for the move-out inspection).
  - e. Tenants are not permitted back on the property after vacating.
- 3. If you have any questions about whether something is acceptable or clean, please contact us so you can avoid charges.

# Frequently Asked Questions

# When is my Move-Out Inspection?

The landlord is responsible for documenting damages to the property when you move out, which will be the basis for charges against your security deposit. This inspection will be done within a few days of you completely vacating the property. We can't do a complete move-out inspection

until you have completely vacated, so we won't schedule your inspection until we're sure you'll be completely moved out. If you are not entirely out of the home when the inspector arrives, it will cost you money for their return trip.

### Why is there a lockbox on my door?

The lease gives us the right to market and show the property during the last 30 days of your stay. We will install a lockbox and put a sign in the yard.

# What happens if I limit showings?

During the final days of your occupancy, it is essential that you continue to comply with your lease agreement, especially as it relates to making the property available to be previewed by prospective buyers or tenants.

# How do I get my security deposit back?

Our greatest desire is to give you all your security deposit back. You can control this by taking great care of the home during your residency and making sure that it is clean and free of debris for your move-out inspection. We will take your move-in inspection and compare it to the home's current condition during the move-out inspection. We will have to charge for the items not identified at move-in. You can request a copy of our full Move-Out Guide and Checklist by emailing tenantservices@focus-rentals.com. If you have questions, please ask us as you're preparing the home for move-out.

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

We pay maintenance contractors and cleaning companies to do the work. They charge us standard retail rates for quality work. You will pay the repair or replace the item(s) to the original condition. Save yourself money and return the house to its original condition when you move out. Don't forget to turn in keys, garage remotes, pool passes, gate passes, and mailbox keys!

# Once you have determined the charges for repairs, can I get back in and do it myself?

No. Once we have completed the move-out inspection, you will not be allowed to return to the property. Complete all cleaning and repairs before the move-out inspection.

# Where will the security deposit check be sent?

The deposit will be returned to via eCheck using the bank account information on file.

# What happens if I accidentally take the garage door remotes?

If the remotes are missing at move-out, we will charge you for them. Because garage door remotes are expensive and some brands are hard to find, we will give you five days to return the remotes to us. If we receive them within five days of when you are notified, we will remove the charge.

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

No. We understand the difficulties in scheduling time away from your job. Your presence is not required at the move-out.

# What if I do not have the time to do house cleaning, carpet cleaning, or other repairs?

We have reliable people who can do these things for you. We are happy to help. However, if you don't handle this, we will deduct the cost of the invoices from your security deposit. Carpet cleaning receipts must be provided at the time of move-out inspection. We appreciate any advance notice from you if this is the case, but it is not required as we will determine this during your move-out inspection.

### How is the security deposit disbursed if there are roommates?

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

### What are my responsibilities if I had a pet?

The pet addendum may call for some specific items that you must do at move-out, if you have pets. To avoid costs related to the pets, please do the following:

- 1. Have the carpets professionally cleaned and deodorized. Have a receipt ready for Focus when you do your move-out inspection, or funds will be withheld to have the carpets cleaned and deodorized.
- 2. Remove all evidence of the pet. Watch for food dishes, pet hair, leashes, pet waste, and holes in the yard, and repair any damage caused by the pet.

#### How do I handle utilities?

You are responsible for your utilities through the day of the inspection. Contact your utility companies and alert them of your moving date. Notify Focus in writing concerning your last day of occupancy, so we can make arrangements to keep them on.

Utilities must NOT be turned off before the Move-Out Inspection! If utilities are off before the Move-Out Inspection is completed, you will be charged \$85 per provider to get them turned back on. Once a date is set for inspection, do not change it unless you have decided to stay on the property. If you move out a day early or a day late, leave the utility change date alone.

# What happens if my deposit is insufficient to pay all I owe?

You must make arrangements to settle up your account within 30 days of your move-out. Every effort will be made to give you time to pay what you owe. Unsettled accounts will be reported to the Credit Bureau and turned over to collection agencies for processing.

# **Miscellaneous**

#### Lockouts

We all lock ourselves out of our homes from time to time. When this happens, please access the maintenance lockbox that is on the property for an extra key. If this happens outside of regular business hours or you don't have a maintenance lockbox on the property, please contact Joe Phillips at 720.299.1730. If a locksmith must be utilized, the cost incurred is the tenant's responsibility. If you change the locks, you must notify Focus in writing and provide us with a copy of the keys.

# **Buying A Home**

### **Buying the Home You're Renting**

Focus will be happy to assist you in purchasing the home you are leasing, provided the owner is willing to sell and all parties agree to the terms. A sale of this type could take place at any time during your residency; it would not necessarily have to coincide with the end of your lease term. If you are interested in purchasing the home you're currently leasing; please contact us to discuss further.

#### Buying a Home Other than the One You're Renting

Focus is affiliated with Focus Real Estate, our brokerage partner. We will also be happy to assist you in purchasing a home other than the one you're living in. We have a team of agents, and we'd love to help you through the purchase process. This can happen when you give your notice to vacate per your lease requirements, or if you want to move sooner, you may choose to exercise the "Breaking Lease" clause as stated in your lease. Your property manager and agent can advise you ahead of time what the steps are to plan accordingly.

This concludes the Focus Tenant Handbook. Should you have any questions or concerns outside of this document, please contact us at <u>tenantservices@focus-rentals.com</u> for further information.