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# Resident Handbook

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This handbook is Innovative Realty’s way of informing our residents of the vital information they need in order to enjoy their Innovative Realty rental experience. It will serve as your guide regarding paying rent, handling maintenance, 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.

# General Information

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

Innovative Realty is open during normal business hours: 9:00am to 5:00pm Monday through Friday. We are often closed for lunch between 12:30pm and 1:30pm. Due to the fact that we are often very busy, there may be times during normal business hours when we are not in the office. Please call ahead if you need to meet with someone. We have a drop box available 24/7 for after-hours purposes if you need to drop off rent, keys, or other correspondence. Our address and contact information is:

**Central Florida Office:**

**2250 Lee Rd. Ste. 206  
Winter Park, FL 32789**

**Phone: 407-772-5555  
Fax: 407-772-5556**

**[www.innovativerealtyfl.com](http://www.innovativerealtyfl.com)  
[info@innovativerealtyfl.com](mailto:info@innovativerealtyfl.com)**

**Southwest Florida Office:**

**1617 Santa Barbara Blvd, Suite 4  
Cape Coral, FL 33991**

**Office: 239-573-7070  
Fax: 407-772-5556**

**[www.innovativerealtyfl.com](http://www.innovativerealtyfl.com)  
[info@innovativerealtyfl.com](mailto:info@innovativerealtyfl.com)**

## B. Staff, management zones, phone numbers and emails

Each property manager is assigned a certain number of properties. Please make sure you contact your assigned property manager with any issues. You should be informed of your assigned manager when you sign your lease and pick up your keys. If you are unsure whom to contact, please contact our Office Manager and they can inform you and transfer you to the right manager.

## C. Innovative Realty’s Core Values

1. We commit that our marketing material, and the information on our web site will accurately represent who we are, what we’ve accomplished and what we do; no exaggerations.
2. We will hire only the best staff, consistently train them and work at moving them to the best possible position of service to Innovative Realty and our customers.

3. We will always treat customers, vendors and each other with courtesy, respect and professionalism.
4. We are committed to change — to keep up with the changing marketplace and changing technology without sacrificing good, old-fashioned customer service.
5. We are committed to providing our residents with a clean and safe place to live, regardless of the rent, and put their safety high on our list of priorities.
6. We will not tolerate unethical behavior by our staff or vendors.
7. We will follow the laws and codes of ethics that regulate our business.
8. We will believe in (and spoil) our staff and create a safe and healthy work environment that fosters respect and opportunity for personal and professional growth.
9. We will constantly strive to protect our owners from the liabilities of owning rental properties.
10. We will strive to be a leader in the property management industry in Florida and throughout the nation.

**D. *Innovative Realty's* Mission Statement**

Our mission is to serve... Serve our Investors by helping them acquire properties that perform as expected; our Clients by taking care of their properties as if they were our own; our Residents by providing them with a pleasant rental experience; and our Staff by constantly training them and helping them reach their highest professional potential.

# Paying Rent

## A. Payment Options

We offer several electronic payment options to assure prompt and secure rent payments, including the use of a debit/credit card. Once you have activated your Tenant Portal, you will have a simple electronic option to pay rent each month. We still take paper checks by mail but they are less reliable and harder to process. Electronic payments are faster, safer, and easier on everyone, so we encourage electronic payments. It is free to pay online with your banking information (ACH), though there is a fee for use of a debit or credit card.

## B. Due Date

Rent is due on the first of the month and is considered late on the second, regardless of whether or not that date falls on a Saturday, Sunday, or holiday. Please note that Bill Pay through your online bank still mails us a check. If the check is not received by the first, a late fee will be assessed.

## C. Personal Checks

Personal checks are acceptable at any time before the 5<sup>th</sup> of the month. After the 5<sup>th</sup>, certified funds are required. Certified funds are also required if checks are being returned for non-sufficient funds. Innovative Realty will notify you in writing if personal checks will be refused.

## D. Electronic Cash Payments

We do not want cash in the office. We have a “NO CASH” policy for everyone. However, if you have to use cash, ask us for a PaySlip which you can then take along with your cash to the nearest 7-Eleven or ACE Cash Express location. You will reuse this PaySlip every month. The cashier at any of these locations will scan your barcode and tell you how much is owed and you can pay them directly in cash. Your payment is immediately applied to your account and saves you the time and effort of getting a money order and dropping it off at our office.

## E. Late Fees

After the due date, rent will not be accepted without the \$75 late fee. We encourage you pay rent by the 1<sup>st</sup> to avoid paying any late fees. Remember, any payments received after the 5<sup>th</sup> must be in the form of a certified check or money order.

## F. NSF Check

NSF fee of \$40 is due regardless of the reason. Your bank may reimburse you for this charge if they were at fault. If this happens, Innovative Realty has the right to request certified funds from that day forward. Once it is determined that the check was returned, the \$75 late fee, rent payment and the \$40 NSF fee will be required in certified funds immediately.

**G. Late Notice Posting**

Innovative Realty will post a Three-Day Notice if rent has not been received by the 3rd. You will have until the expiration date on the notice to pay the rent and \$75 late fee, or your account can be sent to our attorney to begin the eviction process.

**H. After the Three-Day Notice Expiration**

If rent is still unpaid by expiration date on the Three-Day notice, Innovative Realty will begin eviction proceedings. Once this process has started, rent will not be accepted without the late fee, a \$200 dispossession fee and certified funds. Attorney's fees and legal proceedings notwithstanding.

**I. Credit Card**

You may use a credit card for rent, late fees, dispossession fees, NSF charges or maintenance charge-backs, but not Security Deposit. Please note that only VISA and MasterCard are accepted, and they do charge a fee for use of a debit/credit card.

**J. Pro-rated Rent**

Rent is always due on the 1<sup>st</sup> regardless of when you move in or when your lease term begins. If your lease begins part way through the month, a full month's rent is required the first month, and the pro-ration is paid on the first day of the second month.

**K. Last Month**

Rent is required every month, including your last month. The Security Deposit cannot be used to pay rent under any circumstances.

**L. Payment Ledgers**

Innovative Realty keeps close track of all money due and paid by each resident. You can get a print out or copy of this ledger for your personal records. Requests must be made in writing and they will be mailed to the property address or emailed to you.

**M. Using the Mail**

You may always mail your rent to Innovative Realty. However, if received after the 1st the late fee will be due. We recommend you mail your rent early and date your check the 1st of the month. We will hold it until the 1<sup>st</sup>.

**N. Bring to the Office**

To assure that payment is received by the 1st you may want to bring it to the office if you are not paying online. A drop box in the front door is available 24/7 for your convenience. Office hours are 9:00am to 5:00pm Monday through Friday.

**O. Paying less than the balance due**

If there is an outstanding balance due on your account, we will notify you in writing twice. After that, we will refuse payment (return payment) unless it is for the full amount. We will work with you on a payment plan when necessary, but it must be approved by the property manager, in writing. You will not be able to keep a running balance due Innovative Realty.

**P. Reporting to Experian Rent Bureau**

We report daily to the Experian Rent Bureau during your lease term and after regarding your rent payment history. Any late payments are reported to Experian and will show up on your credit report. You can take advantage of our membership to increase your credit score by paying on time every month.

**Q. Reporting After Move-Out**

Innovative Realty will give you plenty of time to pay funds due under the lease after move-out, and we'll even set up a payment arrangement with you if necessary. If you refuse to pay, Innovative Realty is a member of the National Credit Bureau and will report your failure to pay any monies due. Your balance will also be sent to a Collections agency.



# Maintenance Issues

## A. Emergency Maintenance

Innovative Realty has a 24-hour emergency line. You will be charged fines if you leave messages on the emergency line that are not considered emergencies. We define an emergency as anything that threatens the health of the occupants or destruction of the property like flood, fire, sewer back up, burst water pipes, burst water heater, etc. For emergency maintenance items, call 407-772-5555 and select the option for the emergency line. You will then be given the cell phone number of the on-call manager.

### Emergency Defined

An emergency is anything relating to the property under the lease that is threatening to life, health, or the property.

### Examples

Fire, tree blown on the roof, flood, sewage back up, gas odors, broken water pipes. If the emergency is life-threatening, call 911 immediately, then notify our office!

### The Following are NOT Emergencies:

Refrigerator out, locking yourself out of the house, power or gas off, oven not working, A/C out, water heater out. Innovative Realty and the owner are not liable for loss of food caused by appliance break down, as appliances are machines and they do fail from time to time.

### Warning

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. Crying wolf will cost you money. If you call the Emergency Line for a Non-Emergency you will be charged a \$50 fee. Do not call in an emergency unless it is truly an emergency.

You will also be charged a \$75.00 trip charge if you set up an appointment with any contractor and do not show up for the appointment. We strive to provide you with the most expedient and efficient maintenance possible and we ask that you respect our maintenance staff and vendors by adhering to any appointments made.

## B. How to Submit a Work Order Request

Because we put such a high priority on keeping the property in good condition for the enjoyment of the tenant and maintenance of the asset, we make it easy to request maintenance. The phone is a difficult way for us to take a work order 24/7, so we've set up an easier way on line. You can access your Tenant Portal to submit any maintenance requests, ensuring that we receive it. You can also track the maintenance request's progress through completion.

## C. Resident's Maintenance Responsibilities

Renting a house or condo is not like renting an apartment. Innovative Realty does not have a maintenance handyman living in your neighborhood to run to the property and fix

things immediately. There are some items that you can take care of yourself such as clogged garbage disposals, GFI switches that need to be reset and minor items as explained in the document that you signed at move in.

Single-family homes and condos are different than apartments. In an apartment community there is usually a full-time maintenance man on site that can attend to repairs immediately. This is not the case when you rent a single family home or condo. Keep this in mind:

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 will rely on the maintenance staff and the servicing contractor to tell us if you caused the problem.
3. If plumbing gets clogged due to items you, other occupants, guests, or your children dropped in the toilet, it will be charged back to you. This is not considered equipment failure and you should do everything you can to handle these issues by yourself. Unless the contractor can prove it was not caused by you (i.e. roots in system). Clogged plumbing will be your responsibility.

Innovative Realty's responsibility for plumbing problems run between the house and the street only. The city is responsible for water lines in the street.

Resident is responsible for dislodging things that have been flushed down the toilets or sinks. It shall be the responsibility of the resident to make sure there is no item blocking the plumbing. After the resident has made an effort to solve the problem, Innovative Realty will take on the challenge.

If Innovative Realty's plumber reports that the problem was caused by the resident (i.e., brushes, toys, personal property in the system, feminine hygiene products, toilet paper, grease down the drain, food stuffs, etc.) the expense of the plumber's visit and repair will be incurred by the resident. Innovative Realty will pay for plumbing problems resulting from roots in the system, pipes that have collapsed and other natural (non-resident) causes.

4. Monitoring of security systems is not handled by your manager or the owner. You will need to make your own arrangements to set up service in your name.
5. We will make every effort to deliver the property to you free of pests. It is your responsibility thereafter to keep it that way. We recommend you use a licensed professional. It is your responsibility to deal with insects, wasps and bees, ant beds, roaches, etc.

6. The owner will handle termites and rodents. Let us know if you see any.
7. Lawn care is your responsibility. You must do regular mowing, watering, trimming and edging, weeding, raking and other regular lawn care maintenance. Our representatives will drive by regularly to ensure compliance. If the grounds are not being maintained appropriately, you will receive a notice to cure. Upon expiration of the notice, our vendors will complete the work and you will be charged for their services.
8. Change HVAC air filters every 30 days! The system will run more efficiently, you will save money, and have less dust in your home. If you do not change the filter and it causes A/C failure, you will be responsible for the cost of clearing out the drain lines, or repairs resulting from your failure to maintain the system.

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 5pm, Saturday or Sunday) you will pay their after-hours premium (usually \$75), if applicable, 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, is emergencies.

#### D. Maintenance Tips

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

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

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

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

We do not, under any circumstance, reimburse residents for high electricity costs as a result of malfunctioning HVAC units.

##### 2. Reset Circuit Breakers

If you have been using an electrical outlet and it stops working, then you may need to reset a "tripped" circuit breaker. This happens many times when you are using appliances that may cause a temporary overload on the system such as a hair dryer or portable heater.

[http://homerepair.about.com/od/electricalrepair/ss/tripped\\_brkr.htm](http://homerepair.about.com/od/electricalrepair/ss/tripped_brkr.htm)

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

- **Reset the garbage disposal**

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 (pictured at right) which resets the system. If the disposal was just overworked, or if there was a power surge, this may fix the problem. If this does not fix the problem, **do not attempt to fix the garbage disposal yourself since it could be very dangerous.** - please submit an Online Maintenance Request so that we can have one of our contractors fix it for you.

- **Manually unclog the disposal**

If the garbage disposal makes a humming noise when you flip the switch, it may just be stuck. You can manually unclog the disposal with an allen wrench. On the underside near the reset button, there is a small indent for an allen wrench – simply insert the allen wrench and rotate until the blades become unstuck. If this does not fix the problem, **do not attempt to fix the garbage disposal yourself since it could be very dangerous.** - please submit an Online Maintenance Request so that we can have one of our contractors fix it for you.

- **Garbage Disposal Use and Care: Things to Never Toss Down the Drain**

[http://www.associatedcontent.com/article/420611/garbage\\_disposal\\_use\\_and\\_care\\_things.html](http://www.associatedcontent.com/article/420611/garbage_disposal_use_and_care_things.html)

- **Garbage Disposal Care**

<http://www.life123.com/home-garden/home-appliances/garbage-disposals/garbage-disposal.shtml>

### 4. GFCI outlets

GFCI stands for "Ground Fault Circuit Interrupt". These outlets are typically installed within a short-range from water, but could possibly 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 hair dryer or a portable heater. In order 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, then you are most likely overloading the outlet with whatever is plugged into it. If it does not work at all, then there may be another problem and you might need to submit a 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.

### 5. Septic Tank Care

Items not to flush into a septic system: grease, feminine hygiene products, acids, petroleum

<http://www.fcs.uga.edu/pubs/PDF/HACE-E-47.pdf>

## 6. Clogged Toilets

If our plumber determines that a clogged toilet was caused by the resident, then very possibly the resident 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.

[http://www.ehow.com/video\\_383\\_unclog-toilet.html](http://www.ehow.com/video_383_unclog-toilet.html) [Video]

<http://www.youtube.com/watch?v=BA-11wvO9lk> [Video]

<http://artofmanliness.com/2009/09/03/how-to-unclog-a-toilet/>

## 7. Replacing the Toilet Flapper Valve

This one's really easy and one of the simplest repairs in the house. We have a couple of videos for you, with the first being the shortest and most straightforward. Please note: even though the first video shows a wet vac to soak up water, you do not need that in order to complete the replacement, although a towel might be handy. Also note: the water in the reservoir is filled with clean water, so getting your hands a little wet should not be a concern.

<http://www.youtube.com/watch?v=2FOWj-J0wLU&feature=related> [Video]

## 8. How to Reset a Garage Door Remote Control

[http://www.ehow.com/how\\_5004652\\_reset-garage-door-remote-control.html](http://www.ehow.com/how_5004652_reset-garage-door-remote-control.html)

## 9. Winter: Preventing Frozen/Burst Pipes

When the temperature drops below freezing, there is a very real possibility of your water pipes freezing in your house, which could cause your pipes to burst and ruin your house and personal property with water when they thaw. Though that is often not the case in Florida, please be aware of the risks.

<http://tinyurl.com/prevent-frozen-pipes>

## E. Maintenance Priorities

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

### Category 1: Emergency Maintenance

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

### **The Following are NOT Emergencies**

Refrigerator out, locking yourself out of the house, power or gas off, A/C out, oven not working, water heater out. These issues may be inconvenient, uncomfortable, and aggravating, but they are not emergencies. Innovative Realty is not liable for loss of food caused by appliance break down or for damaged belongings due to water leaks. Please make sure that you have adequate renter's insurance to cover unforeseen personal losses.

**Category II: Urgent Maintenance**

Broken windows, plumbing repairs (Not clogged toilets. See notes below), A/C out, loose railings, wobbly decks, 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**

Appliance repair, garage repairs, leaky faucets. **Target: 4-8 business day service**

**Category IV: Non-Essential Maintenance**

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

**Category V: Not a Habitability Issue**

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

**Tenant Damages**

Damages caused by abuse or misuse will be charged back to you. We will rely on the servicing contractor to tell us what caused the problem.

If plumbing gets clogged due to items dropped in the toilet (toys, brushes, diapers, napkins, any personal items), clogged or misused garbage disposal, the cost of the plumber will be your responsibility (minimum \$150). This is not considered equipment failure and you should do everything you can to handle these issues by yourself. Buy a plunger. Unless the contractor can prove it was not caused by you (i.e. roots in system, pipe collapsed, septic tank backup), we assume the problem was caused by people, not by a defect of the property. Clogged plumbing is your responsibility.

**F. After Hours Maintenance Charges**

If you schedule with the contractor after normal business hours, you will need to pay any after hours premium charges. Our contractors work normal 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.

**G. Scheduled Maintenance Visits**

It is possible that the homeowner has selected from our 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 gutter cleaning, HVAC servicing, termite inspections, fall landscaping, etc.

**H. Division of Maintenance Responsibilities**

Below is a visual of maintenance items to remind you of what things you are responsible for and what *Innovative Realty* is responsible for.

**Landlord vs. Resident's Responsibilities**

Item	Landlord	Resident
Water systems breakdowns	X	
Clogged plumbing in house		X
Clogged plumbing between house & street	X	
Broken garbage disposals	X	
Reset garbage disposals		X
HVAC breakdowns	X	
Setting HVAC controls		X
Changing A/C filters		X
Electrical system failures	X	
Resetting GFI switches		X
Replace all light bulbs		X
All utilities (unless provided by community)		X
Mandatory association dues	X	
Termite treatment and rodents	X	
Household pest control		X
Maintain yard fencing	X	
Lawn mowing & trimming		X
Shrubbery & pine islands maintenance		X
Security system repairs		X
Security system monitoring		X
Microwave turntable		X
Smoke detector installation	X	
Smoke detector batteries		X
Exterior drain hose bibs (winterize)		X

**I. Maintenance charge-backs**

If the contractor we send to the property tells us the maintenance is due to your negligence, such as crayons in your garbage disposal, toys flushed down a toilet, GFI switch not re-set just to name a few, Innovative Realty will notify you in writing and add 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 there will be consequences.

**J. A/C Filters**

To improve the air quality of the home, reduce allergy problems and save money, you need to change out the A/C filter every 30 days. Failing to do this will likely increase your utility bills, and may possibly cause an A/C system shut-down. You will be responsible for clearing any drain lines that are clogged due to a dirty filter.

We do not, under any circumstance, reimburse residents for high electricity costs as a result of malfunctioning HVAC unit or high costs associated with a dirty filter.



# Critical Issues in the Lease

## A. Right of Access

Our policy is to respect your right of privacy at all times, and we will attempt to contact you prior to visiting the property. However, we must be able to get into the property to do our six-month visits and address needed repairs. The lease gives us that right between 9 a.m. and 5 p.m. daily, except in case of emergency. The lease allows an Innovative Realty staff person (or one of our approved contractors) to enter the property with our key for emergencies (and to do maintenance). We will call in advance unless we are dealing with an emergency. We respect your privacy and understand your need to control what happens in the home in which you are living. Courtesy will always drive us, so don't worry about someone stopping in unannounced unless water is flowing out the front door or some other disaster is threatening.

## B. Move-In Inspections

The move-in inspection is designed to document the condition of the property prior to your taking 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 do our own walkthrough, and require you the provided checklist within 5 days of taking occupancy. After that time period, we cannot add anything to the list.

## C. Lease Renewals (60 days)

Your lease requires 60 day written notice be given to our office prior to the end of your lease term. Innovative Realty will send out a renewal letter approximately 75 days before your lease ends, stating your options. If you do not send us your intention to renew or vacate within the notice period, your lease will automatically revert to a month-to-month agreement and you will be charged an additional \$75 per month.

**Notices to Vacate** must be in writing, or you can email your Notice to Vacate to your property manager or the office manager. If you email anyone in the office, be sure you receive a response confirming receipt of your notice.

## D. Subletting

Subletting is when you "move another person in" to share the rent (without adding them to the lease), or "move out and let someone else pick up the rent." Subletting is illegal, per Florida law. Fines for violations are stiff. We need to approve all adult residents living in the property. If one of you needs to move out, coordinate it with your manager directly. Don't sublet to another. We have a procedure to add a renter to the lease. Contact your management team on how this can be accomplished.

**E. Early Termination**

If you need to vacate the property before the anniversary date, there is a stipulation in the lease that outlines how that is done and what the costs are.

You can be released from your lease under the following conditions:

1. That you replace yourself with another resident acceptable to Innovative Realty, LLC who executes a Lease Agreement for the unexpired term of the lease, said lease term to be a minimum of seven (7) months.
2. That there is no loss of rent or other costs to the Owner/Agent as a result of the resident changeover. "Other costs" could include advertising, painting, cleanup, administrative charges, re-leasing fees, etc.

If you fail to comply with the above conditions, you will be liable as follows:

1. For any and all loss of rent.
2. For any advertising costs in order to re-rent the property.
3. For any decorating or refurbishment costs necessary to re-rent the property.
4. For any legal fees, court costs, sheriff fees, etc. incurred in the collection of the above.
5. For any administrative charges for the preparation of the lease documents and tenant change over costs.

Good communication with your manager is critical if you have to move out early so make "good communication" the priority. If you just skip, you'll be creating a lot of extra costs that can be avoided if you do a coordinated early termination.

**F. Lawn Care**

One of the differences you have when renting a house (as compared to a town home or apartment) is you are responsible for lawn care unless the HOA does it. Unless there are special arrangements to the contrary, your lease says "it is your responsibility to maintain the lawn, pine islands, weeds, trimming, etc." Your failure to do so can create serious problems for the HOA and homeowner. This will generate complaints from the neighbors and if there is an HOA, there could be fines assessed. Not everyone has a green thumb, so it may benefit you to hire a lawn care company. Whatever it takes, it is your responsibility to keep the lawn looking good.

**G. Termites**

Innovative Realty (as the owner's agent) is responsible for managing termites. Since you are our eyes on the property, please let us know if you see any termite activity. They usually swarm in the spring and if you're looking, you can't miss them.

**H. Pest Control**

You are responsible for other pests in the home. 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.

They know our houses and will be more reasonably priced than outside companies. You can review the pest control policy in your lease.

**I. Contact with the Owner**

Innovative Realty 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. Don't assume they are who they say they are. Protect yourself at all times from people who claim to have some authority over the property. The hard and fast rule you should follow is... if anyone contacts you about the property, always refer them to Innovative Realty and we will handle them.

# Housekeeping Documents

## A. **Pets (Authorized and Unauthorized)**

Many owners will allow pets but some will not. You can have pets with written permission and a pet fee and deposit. If you bring in an unauthorized pet, no matter how long they have been there, we assume you had it the day you moved in and you will pay penalties. Review the pet addendum you signed before taking possession of the property for rules, especially as you prepare to vacate the property.

## B. **Smoke Detector**

We will count smoke detectors at your move in to make sure there is one on every level of the home. Let us know if they don't work. However, you are responsible for keeping good batteries and replacing batteries as needed in all smoke detectors. We recommend replacing batteries every six months for safety reasons.

## C. **Renter's Insurance**

The home is covered by the homeowner under a landlord policy, but your personal property is not included. We strongly encourage you to maintain renter's insurance while you are in the property. We have had multiple house fires and can testify that without renter's insurance, you are risking a lot. Renter's insurance will also cover the contents of your house. In addition, it will cover things like the lost contents of a freezer or refrigerator when the power goes out, or the damage caused by a burst water heater. We are not responsible for such things, so you need good insurance coverage for your personal belongings while you're renting.

## D. **Mold / Mildew**

Every house has some form of mold and it's been around since the beginning of time. Most of it causes no health risk, but you always need to watch out for it. If you keep moisture in the house low, the shower tile clean and the refrigerator wiped down, you'll probably never see any. You executed a Mold & Mildew addendum before you took possession of the property that teaches you how to deal with mold and mildew.

## E. **Property Visits**

Every six months, or more often when there is a need, we will make an appointment to walk through the property. This should only take ten to fifteen minutes. You can be present if you like or we'll use our key. We are not there to address housekeeping, but to assess property issues and report to the owner regarding any deferred maintenance they need to address. We've done thousands of these over the years and understand your concern for privacy. This will be done by appointment unless you fail to respond to our calls. If you demand they are done after business hours (or on weekends), you will pay the extra charge of \$100.

## F. **Lead Paint / Flood Disclosures**

State and federal law requires us to provide you disclosures on lead paint and the property's propensity to flood. If these are required, they will be in your lease.

# Utilities

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

You must make sure utilities are on before you take possession of the property. If you fail to make said arrangements, you may be in the property a few days before the utilities are on. We think we can tell you which company to call, but this is a moving target and we often don't have the right numbers. If you fail to have the utilities on in your name at move in, there will likely be chaos, frustration, arguments, and costs.

## **B. 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 off during your vacations, especially during cold weather. In addition, make sure the A/C runs at least once daily, at no higher than 80 degrees Fahrenheit. When utilities are off, there is an increased possibility for burst water pipes, mold, break-ins, etc. Keep garage doors closed during cold snaps, as garages often do not have the insulation houses do and pipes freeze easily. Keep utilities on at all times.

# Homeowner Association Issues

If a Home Owners Association manages the community, you will receive the rules and regulations and must follow them to avoid fines and penalties. Some HOA's are very aggressive about enforcement of their rules, and resisting them will only cause you grief and cost you money. Review the HOA addendum executed at move in to avoid conflicts in your community.

## **A. Following HOA Rules**

If the HOA can't get you to follow the community rules, they may revert to drastic measures to get your attention, such as installing a boot on your car or having it towed. We don't control what HOA's do and often can't get them to listen to us. Notice what the neighbors do and mirror it to stay out of trouble with your HOA.

## **B. Parking**

Most communities have rules about where you can and can't park. Follow the rules and you will avoid violations and fines. Make up your own rules, and you'll hear from them.

## **C. 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 help with these things.

## **D. Mailbox Keys/Gate Entry Devices**

Most of the time we will provide you with a mailbox key if we are provided one from the homeowner. However, most townhouse associations require you to obtain keys from the post office. If we provide you with keys or entry devices, they must be returned to our office upon move-out. The following fees will be charged if the items are not returned:

1. Mailbox keys: \$25 per key
2. Gate Entry Cards: \$65 per card
3. Gate Entry Remotes: \$65 per remote
4. Amenity Access Tags: \$25 per tag
5. Garage Door Remotes: \$65 per remote

# 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 a foreclosure would then threaten your rights in the property.

## **A. 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 check it out with the owner. Most foreclosures are called off by the lender in the final days, so don't panic. You may have several options including staying in the property until the end of your lease.

## **B. Renter's Rights in Foreclosure**

In May of 2009, congress passed into law the "Renters Rights in Foreclosure Act" guaranteeing renters the right to remain in a foreclosed property until the anniversary date of their lease. If a foreclosure takes place, you'll be paying rent to the lender, but you won't have to move under the new law. Contact your property manager for more information.

# Move-out Process

## **A. Move-out Inspection**

The landlord is responsible for documenting damages to the property when you move out that will be the basis for charges against your security deposit. This inspection needs to be done within a couple of days of your vacating the property, so communicate with your manager as to when you intend to be out. We can't do a move out inspection until you're completely out. If you are not completely out of the home by the last day of your lease, you will be charged holdover rent per day, which is double the normal rent. We often do five or six move out inspections on the same day, so we're never really sure when we will be there.

## **B. Why is there a lockbox on my door?**

The lease gives us the right to market the property during the last 60 days of your stay. We will install a lockbox and put a sign in the yard. Courtesy will always drive our showing and calls will always be attempted prior to our showing prospective tenants.

## **C. What happens if I limit showings?**

During the final days of your occupancy it is important 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. If you attempt to limit or restrict access between 9 a.m. and 6 p.m. daily for showing, you'll be in default of your lease.

## **D. 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. During the move out inspection we will take your move in inspection checklist and compare it to the current condition of the home.

We will have to charge for the items not identified at move in. There is also a minimum carpet cleaning charge of \$125 if the carpets are not professionally cleaned (receipt required for proof), a minimum cleaning charge of \$125 if the property is not professionally cleaned (receipt required for proof), a \$20 charge if your house keys are not returned, and applicable charges for other items not returned. See the fee list for more details.

## **E. What are 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 cost to repair or replace the item(s) back 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! Failure to do so will result in a charge, as we have to purchase replacements.



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

No. The lease says you will “deliver the Premises to Management in good condition upon termination or expiration of this agreement, leaving said Premises in a clean and sanitary condition.” Once we have completed the move-out inspection, you will not be allowed to return to the property. Complete all cleaning and repairs prior to your vacating.

**G. Where will the security deposit check be mailed if I am due a refund?**

The deposit will be sent certified mail to the forwarding address that you give us in writing. If no address is given in writing, we will mail it to the property or your last known address and rely on the postal system to forward it to you. If there are roommates, all names must and will appear on the check. We have 15-30 days from the soonest of which you turn in your keys or the last date of the lease to process your security deposit.

**H. 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 5 days to return the remotes to our office. If we receive them within 5 days, we will not charge you.

**I. What if I do not have the time to do house cleaning, carpet cleaning, flea treatment, landscaping 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 and flea treatment receipts must be provided at time of move out inspection.

**J. How is the security deposit disbursed if there are roommates?**

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

**K. What are my responsibilities if I had a pet?**

Innovative Realty's pet addendum calls for some specific items that you must do at move-out if you had a pet:

1. Have the carpets professionally cleaned and deodorized. Have a receipt ready for Innovative Realty when you do your move-out inspection or funds will be withheld to have the carpets cleaned and deodorized.
2. Have the carpets professionally treated by a pest control company for flea removal. Even if you believe your pet did not have fleas, this is required as part of your pet addendum. Have the receipt ready for Innovative Realty at time of move-out inspection or Innovative Realty will charge for this item.
3. Remove all evidence of the pet. Watch for food dishes, pet hair, leashes, pet waste, holes in the yard, and repair any damage caused by the pet. Owners are particularly sensitive to pet damage, so we will be too.

4. Get rid of all pet related odors, stains, traces of hair, waste in yard, etc.

**L. How do I handle utilities?**

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

**M. 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 or set up a payment plan. 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.

**N. What happens if I am not out the date I expected to be out?**

Holdover rent (double rent) is due per day after the last day of your lease. If you do not give us clear instructions (e.g. Here are the keys. I am out, you have the property.) we will be slow to enter the property and you may be charged holdover rent. Please be sure to keep us informed so we know when you are completely out and can take over the property.

**O. What do I do if I disagree with the disposition of my security deposit?**

If you do not agree with a claim made against your security deposit, you must put it in writing and mail it to our office within 15 days of receipt. Disputes will not be accepted over the phone or via email. After the dispute is received, we will look over the claim and contact you if a change has been made. Please be aware that we are very conscientious about security deposits – we follow the procedure to the letter of the law and do not make a claim unless we have sufficient evidence to back it up.

# Miscellaneous

## **A. Lockouts**

We all lock ourselves out of our homes from time to time. Don't worry. We have well trained locksmiths available 24/7 to meet you at the property and get you in. The cost is yours, but they'll get you a set of back up keys to hide so it won't happen again. If you need an extra key, we keep one under lock and key at the office. You can always get a copy during normal business hours. If you change the locks, you have promised in the lease to get us a copy.

## **B. Home Warranties**

Some owners have purchased a home maintenance warranty on the property. Although they generally respond in a timely manner, they need your full cooperation to get their contractors into the property to make the necessary repairs. Since we don't control these contractors, there's not much we can do to create urgency for them. As our relationship grows, you'll become accustomed to the quick, efficient service you receive from Innovative Realty's contractors handling your maintenance requests. Please be aware that your experience with home warranty contractors may not be the same. You'll be contacted by the home warranty company for covered repairs and will make your own scheduling arrangements directly with them. You may be asked to pay the contractor their service fees at the time of service, which ranges anywhere from \$40 to \$125 per contractor. You'll then submit your receipt from the home warranty contractor and be reimbursed by Innovative Realty for these fees, if Innovative Realty cannot pay them directly in advance.

# List of Fees

<b>Item</b>	<b>Description</b>	<b>Fee</b>
Late Fee	Rent is not paid by the first of the month	\$75
NSF Fee	Check is returned as insufficient funds	\$40
Dispossessory Fee	Rent is still unpaid after the Three-Day Notice expiration	\$200
Service Fee	Notice of Non-Compliance delivery	\$45
Pet Fee	Non-refundable fee for pet addendum, due at move-in	\$150
Pet Deposit	Refundable deposit for pet addendum, due at move-in	\$200
Missed Appt. Fee	No-Call/No-Show for any scheduled appointment/inspection	\$75
Premium Fee	Vendor fee for after-hours or weekend appointments	\$75 min.
Drain Lines Fee	Clogged A/C drain lines caused by tenant misuse.	\$75 min.
Plumbing Fee	Clogged drains caused by tenant misuse	\$150 min.
Non-Emergency Fee	Calling the emergency line for a non-emergency	\$50
Carpet Cleaning Fee	Minimum charge if receipt is not provided showing professional carpet cleaning was completed after move-out	\$125 min.
Cleaning Fee	Minimum charge if receipt is not provided showing professional cleaning was completed after move-out	\$125 min.
House Key Fee	If house keys are not returned upon move-out.	\$20
Mailbox Key Fee	If mailbox keys are not returned upon move-out. Per item.	\$25
Garage Remote Fee	If garage remotes are not returned upon move-out. Per item.	\$65
Gate Card Fee	If gate cards are not returned upon move-out. Per item.	\$65
Gate Remote Fee	If gate remotes are not returned upon move-out. Per item.	\$65
Amenity Pass Fee	If amenity passes are not returned upon move-out. Per item.	\$25

# Buying a Home

## **A. The Home You're Renting**

Innovative Realty 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 your property manager.

## **B. A Home Outside Innovative Realty**

Innovative Realty will also be happy to assist you in purchasing a home that is not an Innovative Realty-managed property. Innovative Realty has several agents covering the Orlando/Central Florida area willing to walk you through the purchase process. This can happen when you give your notice to vacate per your lease requirements, or in the event you want to move sooner, you may choose to exercise the Early Termination clause as stated in your lease. Your property manager and agent can advise you ahead of time what the steps are so you can plan accordingly.

There are many more issues that will come up during your stay with Innovative Realty. When that happens, feel free to call your manager or assistant manager for help.

We will work hard during your residency to make it a pleasant one. Your cooperation is always appreciated.

*Innovative Realty, LLC*