

Dear Resident(s):

We are sorry to see that your stay with us will be coming to an end. In order to accomplish as smooth a transition as possible please read through this letter. All deposits are fully refundable and it is our goal to help you receive it.

You are expected to complete your move and return the keys by the end of the last day of your lease. If you hold on to the property beyond that, you may be charged a "Hold-Over Fee" per your lease agreement. To assist us in making refunds to you promptly, we ask that you review the security deposit section of the "Residential Lease Agreement" you signed or the Resident Handbook. This will clarify the refund procedure and explain any additional charges which you may incur. It is important that you review and all move out procedures received to maximize your security deposit refund.

We do not pro-rate your move out month. Should you decide to vacate the property early, you are still responsible for all of the rent and maintenance of the property until the last day of your lease, this includes keeping the utilities active. All keys and remotes are to be turned in to the management office. Do NOT leave keys or remotes at the house. Proper arrangements should be made with your manager to turn in the keys.

Provide your forwarding address when you turn in keys/remotes. Your deposit will be mailed to this address. Not providing your forwarding address will delay your deposit. We are unable to hold or have you pick up the deposit at the office. Should you not provide the forwarding address in time resulting in a second mailing of your deposit, you will be responsible for the mailing fees. Please cancel any automatic rental payments in your tenant portal. We are unable to cancel payments from our end. If you have any questions, please do not hesitate to contact the resident manager.

CLEANING INSTRUCTIONS

KITCHEN:

- Clean refrigerator, shelves, and freezer. Unplug and pull the refrigerator out away from the wall with doors open. Clean on top, underneath (including grill), and behind refrigerator. After cleaning, plug the refrigerator in and leave it running with the doors closed.
- Clean cupboards, under sink, and baseboards.
- Clean under stove-top burners, controls, and rings. Wipe down front/sides of range. Clean exhaust fan of grease. Drip pans must be replaced, not just cleaned.
- Clean oven and remove all traces of oven cleaner. DO NOT use cleaner on a self-cleaning range.
- Scour sinks and remove all stains. Disposal should be clean, empty, and in working order.
- Sweep and mop kitchen floor.
- Any carpets must be professionally cleaned and receipt must be provided at time of move out.
- Exterior faces of cupboards should be wiped down and grease free.
- Dishwasher must be clean and in good working order.

LIVING ROOM:

- Carpets must be commercially cleaned by a licensed contractor that guarantees their work.
- Baseboards cleaned, and finger marks or other marks cleaned of switches and walls.
- Windows must be washed, screens cleaned, window sills dusted and cleaned with damp cloth. Vacuum or wipe out the tracks for windows and sliding glass doors.

BEDROOMS:

- Same as living room.
- Closets vacuumed and top shelf dusted.

BATHROOM:

- Toilet bowl must be scoured and cleaned with a disinfectant. The outside of the bowl, including the seat, rim, tank, and base must be clean and disinfected. An old toothbrush works well along the bolts and base of the toilet fixture.
- Bath tub must be scoured to remove any rings. Sides of the tub enclosure must be clean and free of any soap build-up. (Spray foam bathroom cleaner works well here.)
- Sink must be scoured and faucet polished. Wipe down counter top surrounding sink and wash mirror.
- All cabinets and drawers must be dusted and wiped clean. The exterior of cabinets should also be dusted and cleaned.
- Do not forget to clean dirt and dust from exhaust fan.

STORAGE AREAS, PATIOS, CARPORTS:

- All of these areas must be clean and swept free of dirt and cobwebs.
- Any and all trash and personal items must be removed from property.

LANDSCAPING:

- Lawn must be freshly mowed, raked, and weeded. All shrubs must be trimmed.
- Clean up all pet/animal feces, trash, etc.

GENERAL:

- Wipe down light fixtures, including any dust or dead bugs inside fixture.
- Wipe dust from all ceiling fan blades and replace any missing or damaged pull strings.
- Replace all burned out light bulbs and replace missing/needed batteries in smoke alarms.
- Place a new filter for the AC upon departure.
- Vacuum carpets.
- Sweep and mop floors.
- Sweep out the garage. Sweep off outdoor patios, decks, or balconies. Oil spills must be cleaned up. Trash containers must be empty and placed back in garage or other appropriate area when you vacate. Do not leave bins full.
- The front, back, and side yards must be free of debris. Landscaping and grass should be freshly cut and trimmed. Oil spills on driveway must be cleaned.
- Do not paint over patched areas only. If an area of the wall must be patched, the entire wall must be painted.

WHAT IS ORDINARY WEAR AND TEAR?

Typical definition of ordinary wear and tear is "That deterioration which occurs based upon the use of which the rental unit is intended and without negligence, carelessness, accident, or misuse, or abuse of the premises or contents by the tenant or members of his household, or their invitees or guests."

In other words, ordinary wear and tear is the natural and gradual deterioration of the apartment over time, which results from a tenant's *normal* use of the apartment. For example, it is normal for carpeting or paint to wear out in the normal course of living. Carpets become threadbare, and paint peels and cracks. Even the most responsible tenant can't prevent the aging process. Also, a court won't hold a tenant responsible for damage arising from using the property in a normal way.

WHAT'S NOT ORDINARY WEAR AND TEAR?

A landlord can make a tenant pay for damages if the tenant helped the aging process along or didn't use the property in a normal way. A carpet worn from people walking on it is something you have to expect. But a tenant who cuts a hole in the carpet, spills paint, or leaves heavy traffic patterns from dirty work boots may be held responsible for the damage.

How can you tell what is and isn't ordinary wear and tear? There are three basic types of damages caused by a tenant that aren't considered ordinary wear and tear. They are:

- **Negligence.** If a tenant does something carelessly that the tenant should have known would cause damage, or if the tenant failed to do something that the tenant reasonably should have done to prevent damage, that's negligence. Cleanliness or lack thereof can often result in damage. When certain areas of the home are not cleaned properly or routinely and you allow dirt and grime to build up, it can cause permanent stains or other issues. In short, did the tenant act prudently to preserve the property?
- **Failure to Warn.** Another form of negligence is where the tenant fails to take steps that could prevent damage to the property. Even the reasonable wear and tear exception shouldn't insulate a tenant from responsibility if the tenant fails to let the management know when something goes wrong in the property that might later result in worse damage. For example, if a window pane is cracked because of a faulty foundation, that's not the tenant's fault. But if the tenant doesn't tell the management that the crack is letting in water and the carpet below the window gets water damaged, the management may be able to argue that this extra damage was caused by the tenant's failure to inform management of the problem.
- **Abuse/misuse.** If the tenant knowingly or deliberately mistreats the property, or uses it for the wrong purposes, the damage the tenant causes isn't ordinary wear and tear - it's abuse or misuse. For example, did the tenant slide furniture over an unprotected floor, causing gouges? Or did the tenant discolor the bathtub by using it to dye fabrics? Was the tenant an artist who failed to cover the floor as the tenant painted, leaving permanent

stains on the carpet? Did the tenant paint the walls of the apartment black? Some examples include leaving carpet mutilated in an area around a wet bar, damaged by rust and mildew stains from plant containers, and covered with cigarette burns - some clear through the pad.

- **Accident.** Sometimes damage occurs by mistake. The tenant party guest drops a drink on the new carpet, staining it. The tenant drops a heavy planter and cracks the tile floor. Or the tenant is cleaning the light fixture and it falls and breaks. Or the tenant accidentally leaves the bathtub faucet on, flooding part of the property and staining wood floors and carpeting. Even though the tenant didn't purposely damage your property, the management will be able to withhold the cost of repair from the security deposit.

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OTHER FACTORS

In evaluating whether damage exceeds ordinary wear and tear, there are some other factors to keep in mind. They include:

- **Extent of damage.** The exact type of damage may be as important as the extent of the damage when evaluating whether it's ordinary wear and tear or not. For example, two or three nail holes in a wall may be considered ordinary wear and tear. But dozens of nail holes may be considered abuse. A few scratches on a wood floor are unavoidable. But a missing wood plank is negligence or abuse.
- **Length of residence.** Certain things wear out over time. But over how long? The ordinary wear and tear on a rental property from a tenant who's lived there only a short time should be considerably less than that of a tenant who's lived there for a long time. Say you installed new carpet before renting a property, it may be reasonable to expect that if a tenant lives there 10 years before moving out, everyday usage would leave it somewhat damaged. But if a tenant moves out after only a year or two and the carpet is ripped and stained, that's unreasonable, and the management can probably charge the tenant for the damage.
- **Character and construction of building.** An older property may be expected to undergo greater and more rapid deterioration than a newer one. For example, wooden windowsills in an older property may dry out, rot, or crack over time through no fault of the tenant. But if the property is new, it is unlikely that the windowsills would crack with-out some carelessness on the tenant's part (e.g., standing on the windowsill to put up drapes).