

Tenant Handbook

Schembri Property Management Team



Contact Information



Main Broker Office Suite #1
Property Management Office Suite #7
2450 S. Arizona Avenue
Chandler, AZ 85286

Office Hours: Monday-Friday 9:00AM – 5:00PM

Property Management Emergency & After Hours

Tammy Schembri 480-999-5155 ex: 101

tammy@tammyschembri.com

Our personal message to you...

Congratulations on the selection of your new residence! Welcome to the Phoenix area, and to your new association with Schembri Property Management and RE/MAX Infinity.

As property managers we have obligations to both you as the resident, and to the owner of the home. This Handbook, which is a part of your lease, outlines our responsibilities to you as well as your responsibilities to us and to the home. Please take your time and read through this handbook carefully. A good relationship is possible when both parties understand and fulfill each of their responsibilities and obligations.



Clear communication is the key to a successful Landlord/Resident relationship. We are always ready to answer any questions or concerns you may have and to find solutions to problems.

GENERAL RULES AND REGULATIONS

This Tenant Handbook is part of your lease and is legally binding on both parties.

The Property-You have leased a home...think of it as your own. During the term of your lease, you are in possession of the home and its yard. Your obligations are similar to that of a homeowner, you are expected to care for and maintain the premises at all times.

Rental Payments-All rents are due and payable on the **FIRST** day of each month. Monthly bills/reminders will not be sent. Payments should be in the form of a check, money order, on-line payment or certified funds and made payable to:

**RE/MAX Infinity
Schembri Property Management
Post Office Box 7479
Chandler, AZ 85246**

You may mail to the above address or hand deliver your payment to our office. **PLEASE** write your address on the payment to ensure proper credit. All accounting is done by the property address, to avoid any misunderstandings, please put your address on ALL correspondence with the office. Properties with multiple tenants, please pay by one check only. Partial payments will not be accepted. Payments are accepted in our office during business hours, Monday-Friday 9:00AM-5:00PM. You may also pay your rent via PayLease.com, this is a secure third party vendor used to accept rent and other payments. We are not responsible for any convenience fee's charged. We do not accept post-dated checks. Rents unpaid beyond the 1st day of the month are delinquent and are subject to a late charge as noted on individual leases.

Phone Numbers and e-mail Addresses-All residents who have a cellular, work or home phone number should give these numbers to the management office. All residents with an e-mail address should provide the office with this information. Please notify the office if any of the contact information changes. All information is kept confidential.

NSF Checks-Any non-sufficient funds payment is subject to a fee, refer to lease for specific amount, and late charges. NSF payments must be paid in full, plus all applicable fees, by money order or certified funds with-in 24 hours of notification or legal action may be taken. After a check is returned to us for non-sufficient funds, no further checks will be accepted. You will be required to make all future payments by certified check, money order or PayLease.com.

Default of Rental Payments-If the rent is not paid by the 1st day of each month, we may begin legal proceedings to terminate your lease. You will be responsible for all legal and collection fees incurred by the management's efforts to collect rents due. All charges unpaid by the end of the month in which they are accrued will continue to accrue. If rent is paid while a legal action is in progress, acceptance of rent will not necessarily stop the legal action. A separate agreement must be reached if legal action is to be stopped.

Thirty-Day Notice to Vacate-A thirty –day written notice to vacate is required. THE WRITTEN NOTICE IS REQUIRED EVEN IF YOU INTEND TO VACATE AT THE END OF YOUR LEASE. This notice should include a specific move-out date. The lease stipulates the forfeiture of the entire security deposit if the thirty-day notice is not given, plus the monthly rent until the property is re-rented. Thirty-day notice on monthly rentals must go from the 1st of the month to the end of the month unless otherwise approved by management.

Breaking the Lease-If you are unable to fulfill the lease obligations for the entire term, there is a lease break fee that is required before management can proceed with the re-leasing of your home. This lease break fee is merely a penalty for breaking your lease. This penalty does NOT release you from all of your lease obligations and does not apply to money owed. You must also leave the home clean, undamaged and ready for occupancy. Neatness is very important if we are going to show the unit while you are still occupying it. Move-out inspections are required.

Keys and Locks-Alterations or replacement of the locks, installation of bolts, knockers, mirrors or other attachments to the interior or exterior of the doors requires the approval of management. Management must have keys to every lock on the home. Management may gain access and re-key if at any time access is denied, and tenant will be charged. If you lock yourself out of your unit you will need to call a professional locksmith and it will be at your own expense. At the time of move-out, ALL remotes, mail keys, and key fob's must be returned to the management office. Each broken or missing item will be a \$150 fee.

Trash-All trash, garbage and recyclable items must be placed in the appropriate receptacles. Contact the local waste management company if you need assistance with new receptacles. All trash cans, receptacles and bins must be discretely stored and within HOA guidelines. If trash service is not provided by management, the tenant is required to make all necessary arrangements for trash pick-up through the local waste management company.

Disturbance, Noise & Nuisance-All residents and guests are expected to conduct themselves in a way that will not offend or disturb the neighbors or passers-by. Any activity that causes extreme or excessive noise, traffic or disturbance of any kind, is cause for eviction. This includes, but is not limited to, loud music, vulgar or profane language, etc. If music or other sounds can be heard outside the perimeter of the leased premises, it is considered too loud. If the police are called to your home for any reason that may be cause for eviction.

CC&R's-“Declaration of Covenants, Conditions and Restrictions” set forth by the Homeowner’s Association. Please familiarize yourself with these, as you are required to obey all the rules and regulations set forth at all times. You may request a copy from the HOA office or they are available on our web-site. www.SchembriPropertyManagement.com. Any fines set forth by the HOA for not obeying these rules will be assessed to you, the tenant.

Move-in/Move-out Checklist-You should be provided with a checklist at the time of move-in. Management provides this form to you for you to note the condition of the premises, listing all items you believe defective before you move all of your items into the home. Please be as detailed as possible on this list. We will use this list as a move-out comparison list in order to determine your security deposit refund. Please sign your name, date it and return it to our management office within **five days** of taking possession of the home.

Periodic Inspections-As part of our agreement with the property owners, we will be conducting periodic inspections of the property. This may include photos and/or video of the interior and/or exterior of the home. We are looking at the overall condition of the property as well as the condition of all of the appliances, blinds and landscaping. You will be notified of any problems, and given **ten days** to remedy them. Any breach not corrected will be addressed as per the Arizona Landlord/Tenant Act.

Parking/Vehicles-All vehicles must be parked in the assigned areas (garage, parking lots, driveways, etc.) or on the public streets **where permissible**. No parking on the lawns, sidewalks and other areas not designated for parking. All vehicles must be registered, licensed and operable at all times. No vehicle repairs (except minor repairs such as changing a tire) are allowed at any time. No oil/fluid stains are allowed on the driveway, garage floor or any other area on the premises. Please be sure any and all oil or fluids are disposed of properly.

Guests and/or Children-Any person or persons staying more than three weeks each quarter will be considered a resident, unless prior written permission is obtained from management. If the person(s) are going to be a permanent occupant, a written application with credit and legal reports are required for each occupant over the age of 18. Only those persons listed on the application/lease have permission to occupy the premises. You will be responsible for the behavior of your guests, their children and your own children.

Emergency Maintenance & Repairs-Please use good judgement, in the event of an actual emergency you may need to call 911. Please do not abuse our emergency system, examples of an emergency in which you should phone us immediately would be; a flood or a pipe that burst, sewer back-up, etc. See *Maintenance Emergency* section in this handbook for more

information. For maintenance/repair requests please submit a work order at www.SchembriPropertyManagemnt.com and someone from our office will contact you for scheduling and questions.

Renter's Insurance-It is the management's strong recommendation that renter's insurance be obtained for your protection and the protection of your personal belongings. Management is never, under any circumstances, responsible for your personal belongings.

Pets-No pets (animals, reptiles, birds, etc.) of ANY kind are permitted on the premises unless you have written permission from the management through your lease and you have paid a pet fee/deposit. If/when permission is granted, you will be required to pay a pet fee/deposit that may or may not be refunded. This fee/deposit is primarily for any damage caused by your pet. If the damages are in an amount that exceeds your deposit amount you will be responsible for the entire cost to repair/replace anything damaged. You will be charged for the spraying for fleas/ticks and any cost associated with the removal of excess pet hair or pet feces. You are responsible for your pet at ALL times. If a pet is found in your home and you do not have written permission from management you will be evicted.

MOVE-IN

Get to know the property right away. Take the time to locate the breaker box, locate the specific breakers for the stove, hot water heater and air conditioner. Also locate the main water shut off valve for the home, it is usually in the front of the home near a water spigot. Locating these now may help avoid major damages or problems in the future.

Keep this Handbook where you can find it. Before calling our office see if the answer to your question or concern is in the handbook. We love hearing from you, but we need to keep our attention on urgent matters and emergencies.

IN & AROUND THE HOUSE

Heat, Air Conditioning Units and Smoke Detectors-ALL filters must be changed once a month. This is very important for the proper operation of the units as well as the air quality inside the home. Replace the smoke detector (and carbon monoxide detector if your home has one) batteries at least once a year. Many homes have heat pumps for heating and cooling the home. The air coming from the vents will not necessarily be warm in the winter and cool in the summer. Heat pumps are designed for temperature to be set and left alone, the air then runs over the heating or cooling element and gradually warms or cools to the desired temperature. During extreme conditions, the heat pump may not respond as fast as you desire. To help the unit perform the most efficiently, close all blinds, try not to use "hot" appliances (oven, etc.) and keep the doors close to rooms you are not using. Poor cooling may be due to a clogged filter, check and change the filter.

Circuit Breakers-Breakers often move only slightly when they are tripped or triggered. They may appear to be ON when in fact it has popped off. Be sure you are wearing shoes, when you are trying to reset the breakers. Flip it over to the OFF position and then flip it back ON. The GFCI (Ground Fault Circuit Interrupter) inside the home are designed to detect even the slightest change in voltage and may cut off the flow of electricity during these fluctuations. They are typically located in kitchens and bathrooms near water sources and in garages. They are typically marked with a red or yellow reset button. If they "pop" simply press the reset button.

Extermination/Pest Control-Please report any pest control issues within three days of taking possession. If nothing is reported in writing, it is agreed that the premises are free of pests and have no infestation issues of any kind. Therefore, any future infestations, of any kind (with the exception of termites, bee infestations or scorpions), shall be your responsibility. You are required to report any suspected or known termites, bees or scorpions immediately. You are not responsible for termite control, bee removal or scorpion management). Management assumes no responsibility for the control of roaches, mice, ants or other pests.

MAINTENANCE, DAMAGES AND REPAIRS

www.SchembriPropertyManagement.com

All maintenance requests must be in writing, the fastest way to get repairs scheduled is to submit a work order on the above website or send an e-mail detailing the problem (including your address) to: admin@tammybillington.com

You are expected to maintain the home at all times and keep it in as good condition as when you took possession. You will be charged for any misuse or neglect. Everything an owner would do to protect and maintain the property, you are expected to do. The first priority in an emergency is to try and prevent further damage from occurring (ie; shut off main water valve, shut off breakers, etc.) if possible.

Maintenance requests-All repair and maintenance requests MUST BE IN WRITING (except emergencies). Please be as detailed and specific as you can about the issue. If you do not hear from a maintenance technician or our office within 24 hours please notify management and the repair will be reassigned. If you send an e-mail or leave a voice message for a repair request PLEASE include the property address and a contact phone number.

Maintenance Emergencies-Again, please use common sense...in the event of a fire or major emergency you should call 911 first, then contact management. For leaks, flooding, sewer back-up etc. please call **Tammy Schembri 480-999-5155 ex:101**. Air conditioners and/or heaters are NOT considered an emergency unless the outside temperature exceeds 108 degrees OR drops below 38 degrees OR if there is an infant or seriously ill person in the home. Please submit all requests in writing or via our website.

EMERGENCY MAINTENANCE SERVICE 480-999-5155 ex:101 24 HOURS

Management will make any necessary repairs within a reasonable time frame. You will not be reimbursed for any unauthorized repairs you make.

Some examples of maintenance you are expected to do at your own expense:

- Replace light bulbs & damaged screens
- Replace damaged (or lost) cabinet catches, hinges, knobs or handles
- Replace heat/air-conditioning filters MONTHLY
- Replace flappers and other minor toilet parts
- Replace washers in faucets
- Routine pest control
- Weed control
- Replace smoke detectors & carbon monoxide detectors batteries every year. Notify management if these ever stop working.

Some examples of repairs management will make at the owners expense:

- Repairs to heating & air conditioning units
- Replace heating element in hot water tank
- Roof leaks
- Plumbing issues
- Electrical issues

*Please note, if it is determined that the damage was caused by the tenant then, you will be charged.

Home Warranty-Your home may have a home warranty on it. You MUST contact management prior to any repairs other than those listed above as your responsibility.



Unauthorized Repairs-Please do not make any repairs or authorize any repairs without the prior written consent of management. All repairs must be authorized in writing before work can be performed. Rent cannot be withheld because of needed repairs nor can the cost of needed repairs be deducted from the rent except as provided by the Arizona Landlord/Tenant Act. After receiving written authorization from manager, repairs must be made by approved vendors or licensed contractors only.

MISCELANEOUS ITEMS

Landscaping-You are required to care for the lawns and all other landscaping as provided in your lease, keeping them in the same condition as when you took possession. This care includes, but is not limited to, regular cutting of the grass, fertilizing the lawn, trimming the shrubs, edging all walkways, curbs and driveways, keeping the roof & gutters free from debris and keeping all rock areas free of weeds. Please try and keep trees and shrubs from growing on or near the roof or gutter system. The property owner will trim/remove all trees. You are also required to report any condition that may cause damage, permanent or temporary, to the yard or house. The yards must be treated regularly for pests.

Light Bulbs-At move-in all light fixtures will be equipped with the proper bulbs. All burned out bulbs are to be replaced during occupancy (including, but not limited to floodlight and spots). Upon move-out, all lights must be equipped with the proper number and type of bulbs. Light bulbs must be 60 watt, unless otherwise specified on the specific fixture.

Plumbing-You are responsible for keeping all sinks, toilets showers and bathtubs free from obstructions. Please do not let anyone throw anything into the plumbing systems or use them for any purpose other than what it was designed for. You will be responsible for any damage or stoppage after three (3) days of occupancy unless it was caused by mechanical failure of the plumbing system. If your system becomes clogged, call our office and we will send out a plumber. Our plumber knows what is considered mechanical failure and what is caused by misuse. There will be no reimbursement for charges or repairs not preapproved, in writing, by management.

Waterbeds-All waterbeds must be registered with the management office. You will be responsible for any and all damage caused by a waterbed.

Walls & Ceilings-Please keep all walls clean and unmarred. Do not paint or wallpaper the walls without prior, written approval from the management. Walls should be clean and unmarred when you vacate. Please do not attempt to fill holes or touch up paint, our maintenance crew will handle that. All walls, baseboards and ceilings should be vacuumed and cleaned regularly. All of our homes are NON-SMOKING, there should never be any smoke residue or damage.

Floor Care-Ceramic tile and vinyl floors require a solution a soap and water to clean then, typically about one a week. This will keep any dirt and debris from building up on the floor. You will be held responsible for any damage caused by improper cleaning, broken or loose tiles, torn or scratched vinyl, stains or tears in carpet or any repairs that must be done to return the floor to useable or undamaged condition. Carpets must be PROFESSIONALLY CLEANED upon vacating. A copy of the cleaning companies invoice will be required at the move-out inspection. It is highly recommended that you have the carpets cleaned professionally on a regular basis during your residence. Please check with management for a list of acceptable carpet cleaning companies. The use of a rented "Do-it-Yourself" cleaning unit will not be considered acceptable, a professional carpet cleaning company is required. (Chem-Dry and Sears are never acceptable)

Stoves, ovens & broilers-Some newer units require the clock to be set, please check this at move-in. Do NOT use oven cleaner on self-cleaning ovens or continuous cleaning ovens. Ovens should be cleaned regularly. You will be charged for damage to any appliance due to improper use, lack of cleaning or maintenance. Appliances need to be cleaned regularly. Please do not put aluminum foil on the drip pans. At move-out all drip pans must be new. Our cost to replace thee is \$15-\$28 depending on the stove.

Dishwasher-Use the dishwasher at least once a week. Seals may dry up and the motor can be damaged by long periods of not being used. Clean the door and door edges and be sure there are no food items in the bottom of the dishwasher.

Garbage Disposal-Garbage disposals are NOT for bones, grease, or large food items. A general rule of thumb is; if you can throw it away...then do so. If the motor buzzes turn off the switch. Always unplug the unit before you try and unjam or "fix" it. You can try a broom handle in the disposal, rotated clockwise to help unjam the disposal. If you are unsuccessful "fixing" the unit please call management and we will send someone out to repair it. This is not considered an emergency. You will be charged if a foreign object (silverware, bottle cap, bones, etc) is removed from the disposal. If the disposal does not buzz, remember there is a small reset button on the bottom of the disposal.

Countertops and Cabinets-Always use cutting boards and hot pads. Do not use abrasive cleaners on the countertops. All unpainted cabinets (stained or wood finish) must be cleaned regularly with a wood cleaner (such as Murphy's Oil Soap) and treated with a wood preserver (such as Scott's Liquid Gold). All cabinets and drawers must be vacuumed out.

Fireplace-If there is a fireplace in your home, do not burn pine or any other "sappy" wood. This causes excessive build-up of residue in the chimneys and increases the possibility of a fire. The fireplace is not a place to burn trash, cardboard, holiday wrappings, pine needles, etc. Chimneys should be professionally cleaned at least once every two years.

Marijuana Clause-ALL properties have non-smoking interiors. Smoking is strictly prohibited. The parties agree, that it shall be a breach of this lease for Tenant(s) to sell or dispense marijuana, regardless of whether Tenant(s) has a license to do so and regardless of whether tenant(s) has been granted the right to supply or provide marijuana to persons in need. The growing, cultivation, smoking, cooking, selling or dispensing of marijuana is a violation of this lease and tenant(s) will be subject to eviction and or any other remedy available to Landlord pursuant to lease. It shall also be a breach of this lease for tenant(s) to smoke, cook, grow, cultivate or raise marijuana on the property even if tenant(s) has a prescription for its medical use or if tenant is registered for such use. Tenant(s) is required to smoke medical marijuana off the premises, a minimum of 25 feet from any door or window and must be able to provide proof of legal registration. A violation of any of these items is a breach of this lease and tenant(s) will be subject to immediate eviction and or any other remedy available pursuant to the lease. The tenant(s) hereby agree to adhere to ALL State and Federal Laws. Please note; possession, sale, distribution, transportation, cultivation, and manufacturing of marijuana in any form is a federal offence.

CLEANING

Our team works very hard to deliver you a clean, well maintained and comfortable home with all the equipment operating properly. Routine cleaning and maintenance will keep the home safe and in good condition for you and many others after you leave. A properly maintained home requires; the owner to keep structural and mechanical maintenance up-to-date; the Property Manager to keep records of necessary maintenance and place responsible tenants in the home; and the tenant to keep the home and property clean, perform cosmetic maintenance and promptly inform management of any structural or mechanical failures.

Minimum Cleaning Standards-

1. Keep windows and doors clean, inside and out. Interior cleaning at least once per month, exterior cleaning every six months. Wash between the windows and screens every three months.
2. Wash interior doors, door jams and walls in heavily traveled areas every 2-3 months.
3. Clean dust, dirt and debris from the upper and lower sliding glass door tracks monthly.
4. Clean stove, drip pans, under drip pans, oven racks, drawers, broiler pan, hood, filter and vent twice monthly.
5. Mop and wax all vinyl and hardwood floors twice monthly. Mop all tile floors twice monthly.
6. Dust or vacuum baseboards, windowsills, ceiling fans, doors, ceilings and corners of rooms monthly.
7. Clean air conditioning and heat return and replace the filter monthly.
8. Clean and sweep out fireplace. Clean fireplace grate, screen and glass.

9. Replace all burned out light bulbs as needed, clean light fixtures as needed. You will be charged for light bulbs that need to be replaced at move-out.
10. Curtains and blinds should be cleaned every six months.
11. Bathrooms should be cleaned once a week. That includes toilet base, bowl, seat, shower, tub, medicine cabinet, sinks, mirrors and all cabinets and drawers. Walls should also be wiped down.
12. Sweep out the garage as needed.
13. Wash or dust cobwebs from exterior of home every three months or as needed.

These are just suggestions and ideas on how to best maintain your home. If you do the regular cleaning you will find it much easier to clean and prepare for your move-out.

MOVE-OUT

Must be in writing!-Before any move-out notice is accepted by management, it must be put in writing. (E-mail is acceptable) The notice MUST include your current address, the specific date you will vacating and the date you want to have your move-out inspection done, and we need a forwarding address for you. Your notice must be one full calendar month in advance.

Move-out Inspection-It is your responsibility to schedule your move-out inspection. Please schedule as early as possible, especially if you are moving out of state during the last week of the month. Requesting a "same day" inspection is impossible, as management's schedule gets filled quickly. Your presence is necessary during the inspection but please allow us to walk thru and do our job without interruption. If you are not present, management's inspection report is final.

1. Inspections are scheduled Monday thru Friday from 9:00 am – 3:00 pm, except holidays. Generally, inspections take about an hour depending on the size of the home.
2. All utilities must remain on in the home for 72 hours after the inspection. This benefits you, should you need to do any additional work after the inspection.
3. Inspections will be made ONLY AFTER you have completely vacated, carpets have been professionally cleaned (receipt required), yard is mowed, landscaping is trimmed and debris picked up, all trash is hauled off, and you are ready to relinquish possession and turn over keys.
4. A room-by-room inspection will be made, including, but not limited to all appliances, windows and window treatments, floors, walls, inside cupboards & closets, garage, and yard.
5. If a re-inspection is required you will be charged \$50.00 for every return trip that is required. If the inspector arrives for the appointment and the house is not ready or the utilities are not on, the inspector will leave and you will be charged for the return trip.

Marketing during the notice period-The house will be put back on the market for sale or for rent. Typically, showings are done between 9:00 am and 6:30 pm. The property must be available and in good showing condition during the marketing time. You will be notified at least 48 hours prior to a showing on your home or cell phone number. You will also be sent written notice via e-mail if we have a current e-mail address for you. If we do not get a response from you, a certified letter will be sent out notifying you of the showing date and time. If you would like us to, with your permission, we can call you at work. Extra effort is expected in keeping the yard neat and the house clean during marketing.

Minimum showing expectations:

1. All beds must be made and rooms neat.
2. Floors vacuumed and free of clutter.
3. Kitchen and bathrooms are clean, sinks and tubs are clean and empty. Free of dirty dishes.
4. Walls are clean and unmarred.
5. Pets are kenneled or out of the way, litter boxes are clean and odor free, feces is picked up from yard.
6. Yard is mowed and trimmed and in good condition.

7. Blinds and curtains should be opened and home well lit.

The better the home shows, the faster it will rent and the fewer times we will have to inconvenience you!

Breaking the Lease-Should you decide to break the lease, you will be responsible for ALL costs incurred while management secures a new tenant.

1. We will work diligently with you to help reduce your costs should you need to break your lease. If you find you will have to move before the end of your lease, contact management immediately, and we will begin to market the property right away. You must continue to pay the full amount of rent until a new tenant is secured and you have been notified, in writing, that your obligation has ceased.
2. Forfeiture of your security deposit does NOT excuse you from other obligations of the lease. You must follow ALL procedures for marketing, cleaning and inspections.

YOUR SECURITY DEPOSIT MAY NOT BE USED AS THE LAST MONTH'S RENT!

Return of Security Deposit-The security deposit will be issued by check, payable to all tenants listed on the lease, within 14 business days of your final move-out inspection or when management obtains possession. Possession occurs when keys are returned to management.

The following are requirements for the maximum refund of your security deposit:

- Must have given full, written 30-day notice to vacate.
- Premises must be left clean, undamaged and followed all guidelines in cleaning guide & handbook.
- Walls clean, unmarred and no damage
- Carpets must have been professionally cleaned after all items were removed from the home. (receipt required)
- Landscaping trimmed, raked and in good condition.
- All rents due and all fee's/charges paid in full.
- All debris, rubbish, and trash items removed from the home and yard.
- Forwarding address, e-mail & telephone number provided.
- An acceptable move-out walk through with management.
- All lease terms have been fulfilled.

This handbook has been provided as a reference tool for you, please refer to it when you have questions or concerns. We look forward to a happy renting experience with you. Should you decide to make the Phoenix area your permanent home and you are interesting in purchasing a home please contact our office and we would be happy to assist you.

Tenant Signature

Date

Tenant Signature

Date

Property Manager Signature

Date