

# **Tenant Handbook**

# Landlord's Rules and Regulations (Addendum to your Residential Lease Agreement)

COZYHOMES,

1127 ELDRIDGE PKWY STE 300-136

**HOUSTON, TX 77077** 

TEL (346) 774 9973

# WELCOME

#### **COZYHOMES** welcomes you as a new tenant.

We believe that a good landlord-tenant relationship is important to your enjoyment of the home you are renting. Good communication will help make that relationship a good one.

Your home is managed by a professional team dedicated to the satisfaction of our tenants and owners.

This handbook is **COZYHOMES**'s way of informing our tenants of the vital information they need to enjoy their **COZYHOMES** rental experience. It will serve as your guide regarding rental payment instructions, general information, emergency instructions, repair requests and more.

The owner of the property has retained **COZYHOMES** as their property Management Company and representative to manage the property you are renting. We are bound to certain responsibilities by legal contracts with our owners and with our tenants. We can best serve our customers by offering prompt service and will strive to provide you with a pleasant If you have questions or concerns regarding any of the information contained in this handbook, contact our office. **COZYHOMES** is here to help you.

As tenants, you also have certain responsibilities, so please familiarize yourself with the rules and regulations contained in this Tenant Handbook and the rest of the Lease Agreement.

## This addendum is part of the Residential Lease Agreement between Owner and Tenant

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## **GENERAL INFORMATION**

## A.) Agency Disclosure

In renting to you, we are acting as agent for the owner of the property. This means that we can bind the owner by contract, but it also means that we are bound to act in the owner's best interest always. We cannot guarantee that the owner will perform his/her obligation under the lease.

## **B.) Office Hours, Location, and Web Site**

COZYHOMES is open Monday-Friday from 9:00 a.m. to 5:00 p.m. We are closed on weekends and some holidays. Our mailing address is 1127 Eldridge Pkwy Ste 300-136, Houston, TX, 77077.

Our web site is <u>www.cozyhomes4rent.managebuilding.com</u>. You will find lots of useful information and a variety of convenient services on our web site. This is where you will log in using your email address and password to pay rent online; turn in maintenance requests; view documents such as your lease, lease extension, inventory and condition form, etc.; view your rent account, etc.

## **MOVING INTO THE PROPERTY**

## A.) Acceptance of Property

By signing the lease agreement, you accepted the property in its present condition (AS-IS). No cosmetic touch-ups or repairs will be done after move-in unless specified in writing in the lease agreement.

## **B.)** Utilities

As soon as your application is approved, contact your utility companies and have them schedule your utilities to be turned on for the day you take possession of the property. If you fail to make said arrangements, you may be in the property without utilities for a few days before they are turned on.

Of course, tenants are responsible for the cost of all utilities, yard care, and cable services, unless otherwise specified in your lease.

## C.) Mailbox Keys

You can pick up your mailbox key at the Post Office in your area. The cost for a mailbox key is usually around **\$25 to \$50**. You are responsible for this cost. Call the US Postal Service at (800) 275-8777 to find out which Post Office branch services your address.

## **D.) Lease Inventory and Condition Form**

At lease signing, you will be provided a Lease Inventory and Condition Form. By completing this form and documenting preexisting conditions (stains, damage, etc.), you are protected from financial responsibility for them. It will be used in determining charges to you for maintenance and repairs at the conclusion of your lease.

To ensure that you are not charged for any damage that exists when you take possession, it is very important that the list of discrepancies you provide our office is **thorough and detailed**. For instance, if there are window coverings, specify whether they are drapes, curtains, or mini-blinds.

You are responsible for completing and returning the Lease Inventory and Condition Form within seven (7) days after the commencement date of the lease agreement. If you do not, it will be understood that there are **no** discrepancies.

Tenant shall also report any pest problem within seven (7) days of possession. Tenant's failure to identify any pest infestation within seven (7) days shall constitute Tenant's agreement that the property has no infestation of any kind.

The Lease Inventory and Condition Form is **NOT** a request for repairs, and any defects noted will **NOT** be considered for repair simply by returning this document. If repairs are needed, you must log onto our web site and submit a separate request for each maintenance issue.

NOTE: The homeowner is not obligated to make any repair except for those which could affect the health or safety of an ordinary tenant. Cosmetic repairs will not be considered.

## E.) Picking up Keys/Moving in

Call the office to schedule your lease signing.

All deposits (security deposit, pet deposit) must be paid prior to moving into the property.



Your first month's rent must be paid at the time you pick up keys. If your move-in date is not on the first day of the month and it requires a prorated rent amount, then your prorated rent will be due the first day of the following month. Prorated rent will be based on a daily rate calculated by dividing the monthly rent by the actual days in the month.

We have created the following forms that could be useful to you in the future. All tenant forms can be downloaded from the **COZYHOMES** web site on the Forms page.

- Utility Phone Numbers
- Cleaning Guide for Tenant Move-out
- Tenant Information Change Form
- Lease Inventory and Condition Form

### F.) Move-in Pictures

Before you moved into the property, we took pictures and/or a video of the property's condition. If you would like a copy for your records on CD Rom, the cost is **\$50**.

## G.) Satellite Dish/Cable Installation

The property owner **must** approve installation of any dishes or antennas, drilling through walls, or other penetration of the structure. Please allow sufficient time for us to obtain this approval. Cable TV, telephone installation, and maintenance expenses are the responsibility of the tenant. You must check with the HOA before installing a satellite dish if your property is subject to a mandatory Homeowner's Association. Many HOAs require you get written



permission from them before you install a satellite dish. The satellite dish must be installed in a manner that complies with the HOA's rules. Any **fines** assessed by the HOA due to the installation of a satellite dish are the responsibility of the tenant.

**Location:** Your satellite dish or antenna must be installed: (1) Inside your dwelling or (2) in an area outside your dwelling, such as a patio, backyard, etc. or other area of which you have exclusive use, per your lease. Installation is **not permitted** on any roof, exterior wall, window, windowsill, or fence.

**Removal and damages:** You must remove the satellite dish, cable, or antenna and all related equipment when you move out of the dwelling. **You must pay** for any damages and for the cost of repair and repainting which may be reasonably necessary to restore the leased premises to the same condition prior to the installation of said equipment.

## H.) Basketball Equipment

You are NOT allowed to install any type of basketball equipment on the roof or any part of the property.

## I.) Parking of Vehicles

Please **DO NOT** park or clean your vehicles on grass areas around the home. Major vehicle repair is not allowed in the garage, driveway, or on the street in front of the home. No inoperative vehicles will be kept on the premises without permission by the Landlord.

## **GETTING TO KNOW YOUR HOME**

## A.) Water and Electricity Loss

#### **Electricity loss:**

- Did you pay your bill? Before you make any calls to our office about electricity loss, please be sure your electricity has not been shut off due to nonpayment of bill.
- Did you check the breakers? Make sure the breaker switches are not tripped off. If they are, then reset them to the 'on' position.
- Did you check all GFCI (ground fault circuit interrupter) outlets? GFCI outlets are usually located in the kitchen, bathrooms, patio, or garage. Resetting a GFCI outlet will usually restore the electricity to the plug.
- Does the breaker keep tripping? If this happens, the circuits are probably being overloaded with appliances (microwave, toaster, curling irons, blow dryers, etc.).

#### Water loss:

- Did you pay your bill? Before you make any calls to our office about water loss, please be sure your water has not been shut off due to nonpayment of bill.
- Is the water supply to the house turned on? If you have established water service and you still have no water to the house, please check the main water supply valve to ensure that it is turned on.
- No water supply to toilets, sinks, dishwasher, etc.? Ensure that all water supply knobs have been turned on when you move in.

Tenants are **REQUIRED** by the lease agreement to know the location and operation of the main water shut-off valve and all electrical panels. You also must know how to switch them off, as needed, to mitigate any potential damage to the property. For the main water supply to the house, you can purchase a key at any major hardware store to operate this shut-off valve located on the water meter.

Take the time to locate the following:

- Main electrical circuit breaker in the event power goes out (usually in the garage)
- Gas shut-off valve turn off during emergencies/disasters for safety
- GFCI plug(s) so you can check them if your plugs or appliances in the bathroom, kitchen, patio or garage fail to work
- The main water shut-off valve in case of a plumbing leak
- Water shut-off valves below the sinks and behind toilets in case of leaks
- Time bake knobs on the oven when left on, this will cause the oven to be inoperable
- A/C filters filters must be replaced monthly in accordance with your lease. Upon move-in, if there is not a new A/C filter in place, contact the office.



## **PAYING RENT**

## A.) Rent Payment Due Date

Rent is due in our office on or before the 1<sup>st</sup> of every month regardless of the date you moved in. There are **NO** exceptions to this rule even if the 1st falls on a weekend or a holiday. **COZYHOMES's Zero Tolerance** policy is that the rent must be paid on time, and we will not waive or negotiate late fees. Therefore, we encourage you to pay your rent on time so that you do not incur and/or ruin your good credit.

## **B.)** Payment Option

COZYHOMES only allows EFT method you can use to pay your monthly rent and other fee/charges.

• Pay online using your checking or savings account. This is the fastest, safest, and easiest method available so we encourage you pay your rent using this method

## **C.) Online Payments**

COZYHOMES offers a free payment system through our web site through your Tenant Access portal. You can pay your rent and other fees/charges directly to COZYHOMES using your checking or savings account.

#### **Benefits:**

- Pay your bill anytime (24/7).
- Check your balance online
- No processing fees under this payment system. It's free!
- Easy access to view your payment history.

**Security:** Online payments are more secure than mailing a check. Your information is password protected and all transactions are both encrypted and securely transmitted.

**How do I sign up?** Before you can pay online, you will have to activate your online account. When you become a tenant, you will receive a welcome email. The welcome email will give you the instructions on how the activate our online account.

**How does the online payment work?** It takes 2-3 business days for a payment to be processed to your COZYHOMES account. It is important to consider these processing times in order for your payment to be on time.

Is there a contract or can I cancel at any time? There is no contract. This is an option to make paying convenient and secure.

## D.) Credit/Debit Card Payments

COZYHOMES do not accept credit or debit card payments at this time.

## E.) Check, Money Order, or Cashier's Check Payments

COZYHOMES do not accept personal checks.

COZYHOMES reserves the right to accept certified funds (cashiers checks and money order).

Any other means of payment must be agreed to by COZYHOMES.



## F.) Returned Check or Declined Online Payment

The consequences of a rent payment being returned to us for nonsufficient funds (NSF) are costly.

If we get a check returned for nonsufficient funds (NSF) or an online payment is declined:

- 1.) It will be as if your rent has never been paid. There will be a \$100 NSF fee plus any incurred late charges added to your account.
- 2.) Once we have informed you that your payment was returned for NSF, you have 24 hours to make your NSF good with a money order or cashier's check (no personal checks), and make an appointment with an office staff to deliver the funds.
- **3.)** Failure to do so will leave us with no option but to deliver a "Notice to Quit or Vacate" (an eviction notice demanding that you pay us immediately or move).
- 4.) All future payments must be made by cashier's check or money order.
- 5.) We realize that sometimes an NSF payment is the result of a bank error. If this is the case, you must provide us with a letter from the bank on bank letterhead stating it was their error in order for us to continue to accept your online payments. The \$100 NSF fee must be paid regardless of the reason.
- 6.) This policy applies to all roommates and all payments for the property.

There are no exceptions to the above-described policy.

### G.) Late Fees

For rent paid after the due date, the late fee is **\$50** on the 1<sup>st</sup> late day plus **\$25** per day until the rent is paid in full. We encourage you to pay the rent by the 1st to avoid paying any late fees.

#### Why did I get a late charge if my rent wasn't late?

- All payments are applied to any outstanding balance and fees **<u>FIRST</u>**.
- Rent is <u>ALWAYS</u> paid last.
- If you have an outstanding balance, you will still have rent due after your payment has been applied to the outstanding balance.
- Late fees are charged to any outstanding rent balance.
- Pay your account in full each month.

### H.) Collection of Late Fees and Other Fees/Charges

As stipulated in your lease, our policy is to withhold from your next regular monthly rent any amount you owe which is over thirty (30) days past due. This will cause you to be delinquent on your rent. If this occurs, we will proceed with our standard collection

> COZYHOMES \* 1127 ELDRIDGE PKWY STE 300-136, HOUSTON, TX 77077 346.774.9973 office \*

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action by delivering a notice that eviction will be filed, which will become an additional expense to you. To prevent these additional expenses, please pay all your non-rent charges in a timely manner.

## I.) Eviction Notice

Tenants will not receive a phone call if their rent is late. If rent is unpaid by the 2nd of the month, **COZYHOMES** will begin eviction (Notice to Quit and Vacate) proceedings. Once eviction has started, after another 3 days if the rent is still unpaid, we will file eviction suit. **Personal checks will not be accepted for late rent payments. They must be paid with certified funds and include all late fees and penalties.** 

If the Landlord or **COZYHOMES** must appear in Court for an FE&D (Forcible Entry & Detainer) or like suit, the tenant will incur all the associated fees, such as court cost, attorney fees, etc. **COZYHOMES** collection policies conform to industry standards.

## J.) Last Month's Rent

Rent is due every month including your last month. It is a lease violation to use the security deposit to pay your last month rent and you will incur penalties and fees associated.

## K.) Credit Reporting

**COZYHOMES** is a member of the national credit systems and will report any failure to pay.

Protect your rental and credit history because one day you will move out of the property, and likely, you will either rent or purchase a home. In either case, you will need good rental references and a good credit score. Avoid late rent payments, take care of the property, and move out properly so we have the pleasure of being able to provide a good reference when we are asked about you. Once your account is placed in collection, you will need to deal with the collection company directly and any adverse credit consequence must be taken with them.

## **PROPERTY MAINTENANCE**

## A.) Tenant's Maintenance Responsibilities

#### The tenant is required to promptly notify COZYHOMES of all needed repairs.

Failure to inform COZYHOMES of water leaks or any condition which results in damages to the property will cause tenant to be held liable for the cost of repair of subsequent damage!

Telephone notification is **only** acceptable in cases of emergency or danger to person or property. Written notification is required for all nonemergency repairs per the lease agreement.

Renting a house is not like renting an apartment. COZYHOMES 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, resetting GFCI switches and other minor repairs.

It is your responsibility to cooperate by allowing the landlord's repairman in the property for scheduled maintenance and repairs. Be sure to call maintenance at least a day before if you are unable to keep your scheduled appointment. If you fail to keep a scheduled maintenance appoint, you will be charged **\$75, due immediately**.

If there is still a problem after a recent repair has been completed (within 30 days), call us. If you fail to report this problem and it causes further damage, you may be responsible for its cost.

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

Monitoring of security systems is not handled by COZYHOMES or the owner. You will need to make your own arrangements to set up service in your name.

Inform COZYHOMES of any and all:

- Signs of mold in the property
- Toilet & faucet leaks and any plumbing backup
- Electrical problems
- Heating & air-conditioning problems
- Inoperative smoke detectors
- Faulty appliances (those included in Rental Agreement)
- Roof leaks
- Gas leaks
- Broken windows & doors
- Unsafe, unhealthy or dangerous conditions
- Evidence of termite or wood ant infestation

## B.) How to Submit a Repair Request

Because we put such a high priority on keeping the property in good condition for the enjoyment of the tenant, we make it easy to request maintenance and other issues with the property at your Tenant Access portal at www.cozyhomes4rent.managebuilding.com.

As per your lease, all requests for routine and nonemergency maintenance **must be made in writing.** Please submit a **separate request for each maintenance issue**. Be very specific and include appliance brand names, model numbers and color. The more specific you are, the faster your request will be assigned to maintenance. You can even upload pictures to the request.

# Nonemergency repairs are done during normal business hours (9:00 a.m. to 5:00 p.m. Monday through Friday).

If you have a valid emergency that cannot wait until the next business day, call (346) 774-9973 and our answering service will contact us, and we will take appropriate action. **THERE IS NO NEED TO MAKE MULTIPLE CALLS.** 

**Remember**, maintenance personnel will not make an immediate appointment for nonemergency repairs. We know that repairs are an inconvenience and promise to address theme dilicentia.

them diligently. We appreciate your patience and cooperation. Maintenance personnel are also **NOT** employees of our company, so consequently we do not control their work hours. Please contact us if a repairman does not arrive or if the work is not completed in a professional and satisfactory manner.



Maintenance Priorities are determined using the guidelines below, and

there are target completion times for each. The following maintenance categories are:

#### **Category 1: Emergency Maintenance**

Emergency defined: Anything relating to the property under the lease that is threatening to life, health, safety, or destruction of the property. Fire (please call 911), flood, sewage backups, gas odors (please call gas company), broken water pipes, tree falling on house, and property-damaging leaks. <u>A broken air conditioner or heater is NOT an emergency.</u> Target: 5 to 8 hours

#### **Category 2: Urgent Maintenance**

Broken air conditioner or heater, oven not working, water heater not working, plumbing repairs, loose railings, wobbly decks, electrical problems, etc.

Target: 2 to 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 3: Normal Maintenance**

Appliance repair, garage door repair, garbage disposal not functioning, dripping faucets, running toilets, etc.

COZYHOMES is not liable for loss of food caused by appliance breakdown or for damaged belongings due to water leaks. Please make sure that you have adequate renter's insurance to cover unforeseen personal losses.

Target: 4 to 8 business day service

#### **Category 4: Nonessential Maintenance**

Fence repair.

Target: 30-day service

## C.) Emergency Maintenance

**COZYHOMES** has an answering service for after-hours maintenance emergencies.

**IMPORTANT!!!** Identify emergency repairs from those which are not. You will be charged for the service call if you leave messages with our answering service that are not considered emergencies. We define an emergency as anything that threatens the health and/or safety of the tenant or destruction of the property like flood, fire, sewer backup, burst water pipes, burst water heater, etc. For life-threatening emergencies, call 911 first and then call our office at (346) 774-9973. All after-hour callers please leave your name, address, and phone number. Your call will be returned as soon as possible. <u>Once again, a broken air conditioner or heater IS NOT an emergency.</u>

**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. Do not call in an emergency unless it is truly an emergency.

## **D.)** After-Hours Maintenance Charges

Our contractors expect additional compensation for working weekends, holidays or after normal business hours. Unless it is an emergency, when you schedule after-hours maintenance, you will be responsible to pay the after-hours premium charges. They have families just like you and prefer not to be working evenings, weekends and holidays. So, if you require a special appointment time with a repairman and it results in the repairman billing an extra fee, you will be charged that amount which exceeds the regular service fee. This fee will be due **BEFORE** the repair is done, and it will be paid directly to the repairman.



## E.) Tenant Damages/Maintenance Charge-Backs

Repair for damages caused by your neglect, abuse, or misuse will be charged back to you in full. We will rely on the servicing contractor to tell us what caused the problem.

A few examples of misuse include clogged plumbing due to items dropped in the toilet (toys, brushes, diapers, napkins, and personal items), a jammed garbage disposal, a broken window, kicked in doors, holes in walls, etc. The repair cost will be your responsibility. This is not considered equipment failure and you should do everything you can to handle these issues yourself. Unless the contractor indicates it was not caused by you (roots in system, pipe collapsed, septic tank backup), we will assume the problem was caused by misuse, and not by a defect of the property.

#### Maintenance Charge-Backs

If the contractor we send to the property tells us the need for maintenance is due to your negligence, abuse, or something easily remedied like resetting a GFCI outlet, circuit breaker tripped, or garbage disposal not re-set, you will be billed for it. Failure to pay the bill will result in an outstanding balance on your account, which will need to be paid with your next rental payment or sooner.

## F.) Tenant Renovations or Repairs

If the tenant calls a repairman, we will **NOT** reimburse tenant for incurred repair costs. As per your lease agreement, tenants may not do major repair or alterations. If you want to make a special request to do any renovation or repair to the property:

- Submit your request in writing before making any changes
- Do not proceed with any work until you are notified by **COZYHOMES**
- **COZYHOMES** will contact the owner and determine if the request is reasonable/acceptable
- **COZYHOMES** may be required to obtain an estimate for restoration of the renovation
- Tenant may be required to pay an additional security deposit equivalent to the estimate for the restoration of the renovation
- Sign a COZYHOMES agreement regarding the alteration/repair

If the request is accepted, you must do one of the following prior to returning the keys after you move-out:

• **Either** leave the alterations (if this is part of the owner's condition of acceptance of alteration/repair).

• Or return the property to its original state (if this is part of the owner's condition to accept the alteration/repair)

If you do not return the property to its original state, you will pay for any necessary repairs to restore the alteration/repair to its original state. This includes, but is not limited to, painting, wallpaper, light fixtures, security systems, flooring, lawn, gardens, bushes, trees, fences, utility buildings, etc.

## **CRITICAL ISSUES OF THE LEASE**

## A.) Tenant Contact Information

You are **required** to provide **COZYHOMES** with your most current work, cell, and home telephone numbers (including non-published numbers) and your e-mail address. Please notify the office of any changes immediately.

## **B.)** Contact with the Owner

**COZYHOMES** is your management company and will be your <u>ONLY</u> contact during your tenancy. If someone calls and/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 house. 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 **COZYHOMES** and we will handle them.

## **C.) Early Termination**

**COZYHOMES**'s primary responsibility is to act in the owner's best interest at all times. However, we understand that at times extenuating circumstances may prevent a tenant from fulfilling the term of their lease agreement.

If you need to vacate the property before the end of your lease agreement, there is a fee for finding a new tenant (re-letting).

#### **Re-letting Charge Options**

**Option 1:** Find your own replacement tenant (subject to **COZYHOMES's approval**). The charge for Option #1 is **85%** of your monthly rent.

**Option 2:** COZYHOMES will find a replacement tenant for you. The charge for Option # 2 is **100%** of your monthly rent and you will be responsible for paying rent until the new tenant moves in.

# You may exercise one of these options provided the terms and conditions set forth below are satisfied:

(a) Tenant(s) are responsible for all rent due until the property is re-leased and the new tenant(s) have started paying rent or until the expiration date of your lease, whichever is sooner.

(b) Tenant(s) are responsible for water, electric, yard maintenance, and **all** other obligations of the lease until a replacement resident move in date.

Please note: The re-letting charge is not a lease contract cancellation or buyout fee. It is a liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement resident.

The re-letting charge does **not** release you from continued liability for future or past-due rent; charges for cleaning, repairing, repaining, or unreturned keys; or other sums due.

## D.) Fair Housing

**COZYHOMES** is committed to compliance with all federal, state, and local fair housing laws. Our policies are designed to provide consistent and fair treatment of all residents in the spirit of these laws.

**COZYHOMES** and its staff have a legal obligation to treat everyone in a consistent manner.

We understand that from time to time tenants have financial difficulties, health problems, or other emergencies. Although we empathize with the situation, we are legally bound to follow



and enforce the stipulations of the lease agreement. Please do not place us in the difficult position of denying a request for an exception to the lease agreement because we cannot grant it.

## E.) Lawn Care

One of the differences you have when renting a house (as compared to a townhome or apartment) is you are responsible for lawn care. Unless there are special arrangements to the contrary, your lease states **"It is your responsibility to maintain the lawn, trees, weeds, trimming" etc.** Your failure to do so can create serious problems for the HOA and the homeowner. An unmaintained yard will generate complaints from the neighbors and there could be fines accessed to owner and charged back to you. 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.

## F.) Lease Expiration/Renewals

During the sixty (60) to ninety (90) day period prior to your lease expiring, you will receive a notice from us outlining the provisions of your lease renewal. It is crucial that you return this notice to us in a timely manner. The lease renewal must be signed before the end of your original lease period in order to avoid defaulting to a month-to-month lease at a higher rental rate, effective the first month after the expiration. You must provide a thirty (30) or sixty (60) day written notice (as outlined in your lease agreement) to us if you do not plan on renewing your lease. Please email your notice to <u>haris@cozy-homes.com</u>.

## G.) Marketing During the Notice Period

Because the property may be listed for sale or lease during this time, it must be available during reasonable hours for showings. You will be called before a showing; however, if there is no answer or no answering system, the call is still considered as a notice to show the property. Licensed agents are the only persons allowed to show the home and use the lockbox. The lockbox keeps a record of who has entered your home. Please do not allow any prospective tenants to enter your home unless accompanied by a real estate agent.

#### **Minimum Showing Conditions:**

- $\hfill\square$  All beds made and rooms neat
- $\Box$  Floors recently vacuumed, clutter free
- $\Box$  Kitchen, baths, and sinks clean and empty
- $\hfill\square$  Walls clean and unmarred
- $\Box$  Animals out of the way, litter boxes clean and odor free
- $\Box$  Lawn should be mowed, trimmed and in good condition

Failure to allow agent showings to prospective tenants or buyers during this period constitutes as a default of the lease, and the security deposit in its entirety may be forfeited.

## H.) Occupants/Roommates

Only those persons listed on the lease agreement have permission to occupy the premises. A reasonable number of guests may also occupy the premises without prior written consent if their stay is limited to fifteen (15) days; after that they become unauthorized occupants. **COZYHOMES** holds you responsible for all occupants and guests, and their behavior.

We must know who is occupying the property regardless of their age and they must be named on your lease agreement. If at any time you wish to add or change an occupant and he/she is 18 years of age or older, an application must be submitted first along with the app fee of **\$50** and approval obtained through our office. Tenants must abide by the decision of **COZYHOMES** to add anyone to the Lease Agreement. Failure to fulfill the abovementioned requirements may result in termination of your lease.

### I.) Pets

No pets may be kept on the property, even temporarily, without **COZYHOMES**'s written authorization.

#### Frequently asked questions:

Can I add a pet after I have already signed a lease?

You must have the pet approved and a Pet Agreement signed before bringing any pets on the property.

What if I have a pet that is not approved?

Having an unauthorized pet is a serious lease violation and may lead to eviction.

Can pets visit the property?

No.

Any unauthorized pets found on the property can result in eviction and/or charge of **\$250** per pet plus **\$25** per day per pet. Pets also include fish in aquariums larger than ten gallons, mammals, birds and reptiles.

### J.) Lease Agreement

You received a copy of your lease agreement, inventory and condition form, and other pertinent documentation. We recommend that you keep this paperwork for future reference.

Please remember, your lease agreement is a binding contract. If you have any questions regarding your lease agreement, please call the **COZYHOMES** team.

## K.) Rescheduling Appointments/Denying Access

We always make the effort to contact tenants either by phone or by mail before we enter the property. Sometimes problems arise in setting up inspections or scheduling maintenance. Consequently, if you cause the need for rescheduling by not keeping an appointment, you will be charged **\$75**. If you break, or reschedule two appointments, we will just use our key to get in and charge the fee again.

If **COZYHOMES** is denied or is not able to access the property because of your failure to make the property accessible, you will be charged a **COZYHOMES** fee of \$75 for not cooperating. The lease agreement gives the homeowner's agent permission to enter the property after trying to contact you as well as the right to place and use a lockbox during the last days of the lease or any extension of same.

## L.) 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 periodic surveys, address needed repairs, and to market the property. The lease gives us this right. Unless it is an emergency, **COZYHOMES** will notify you prior to any visit because we respect your privacy and understand your need to control what happens in your home. 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.

## M.) Routine Property Reviews/Visits

**COZYHOMES** will order periodic reviews of each property. You will receive written notice via email with the dates and times of the visit.

Can I refuse this review?

No, according to Texas rental laws, once **COZYHOMES** has notified you, we may enter the house on the scheduled day; the letter/email serves as your notice.

What about my pets?

Please put your animals in a crate or in the garage for the appointed day.

What are you looking for?

We are looking for 1) major damage, 2) pet damage, 3) cleanliness/habitability, and 4) lease violations

How often are reviews done?

Routinely twice per year, additional visits as necessary for tenant violations or upon owner's request.

Missed Appointment Fee

You will be charged a \$75 COZYHOMES fee if COZYHOMES or our contractor cannot enter the house or any locked rooms or closets, for any reason (like unrestrained pets, changed locks, etc.).

## **N.)** Violation Notices

We spend a great deal of time notifying tenants of lease violations/HOA violations and following up to make sure that the violations are corrected.

Consequently, we charge a **\$25** fee for sending a lease violation and/or HOA violations notice.

A few examples of these violations are not maintaining the yard, trash cans in view from the front of the property or left out on non-trash pickup days, not changing or using the incorrect A/C filter, and not replacing batteries as needed in smoke alarms. These as well as other rules listed in this handbook or stipulated in the lease agreement.



## HOUSEKEEPING

## A.) A/C Filters

As stated in the lease agreement, you are responsible for supplying and changing the airconditioning filters at least once a month.

We require that you use the Polyester style filter or Glass Floss Filters (unless there is a permanent filter in the unit which requires monthly cleaning), installed in the correct position for the proper air-flow (See arrows on filter).

A clean filter prevents serious damage to the motor, compressor and other parts of the AC/Heating unit. A dirty filter reduces the efficiency of the A/C and heating unit requiring it to work harder which in turn increases your electric bill and shortens the operating life of the system.

Any cleaning required or damage done to AC/Heating units caused by failure to perform mandatory changes of the filter will be charged to the tenant. The a/c technician will make this determination. This is a very expensive maintenance or repair, and the tenant **always** gets billed for the entire amount due to neglect.

We recommend you change the filter when you pay your rent and buy several at one time to have them on hand.

## B.) Cleaning and Care of the Home

Tenant is responsible for keeping the property clean, odor free, and orderly inside and out.

**Kitchen Countertops:** Promptly wipe up any spills to avoid stains. Use hot pads to protect the surface. Avoid damage when cutting items with a knife by using a cutting board, not the countertop.

Dishwasher: It is important that you use only dishwasher specific products.

• Don't use dish soap or laundry detergents; they will cause the dishwasher to overflow.

- The dishwasher is not a garbage disposal, so don't use it as one. Remove all food from dishes prior to putting them into the dishwasher. Failure to do this could result in repairs that you would be responsible for.
- □ Run dishwasher at least once each week or the seals may dry up and the motor can be ruined.
- □ Do not leave soiled dishes in the dishwasher for a long period of time, such practices attract household pests.

Stove, Hood, Vent Filters, and Ovens: It is important to clean these on a regular basis.

- □ Self-Cleaning Ovens: (Use heat to clean) Follow instructions printed on the oven.
- □ Do not use commercial cleaners such as Easy Off or Mr. Muscle. If you use these cleaners, the oven will begin to rust within a few weeks.
- □ Continuous Clean Oven: Set at 450 degrees and leave on for several hours. High heat helps the cleaning process. Then wipe out.
- $\Box$  Do not leave oven unattended while cleaning.

**Carpets and Floors:** Clean up spills, pet accidents, etc. promptly. Vacuum carpets and sweep and mop floor regularly.

- □ Have carpets steam cleaned as needed. (Contact **COZYHOMES** for a list of carpet cleaning companies).
- □ Use only approved cleaners on vinyl floors. (Do not use wax).
- $\Box$  Wood and laminate floors must **not** be wet mopped or have liquids left on them.

Bathrooms: Report any leaks immediately.

- Please notify the office if the caulked areas around your bathtub and tiles become cracked, broken or chipped. Water seepage can cause severe damage to the home.
- Do not use abrasive cleaners, steel wool, or scouring powder to clean any tubs, marble sinks, countertops, or any fixture. Using these items ruin the finish. Instead use Soft Scrub or other nonabrasive cleaners.



Prevent mildew and mold from accumulating by using exhaust fans during and after showering, keeping bathroom properly ventilated, and by treating immediately with products such as Tilex.

**Odors:** You are responsible for keeping the home free of any lingering odors. These may result from pets, smoke, cooking, etc. If there are lingering odors in the home, you will responsible for the cost of its remediation. The damages, besides general cleaning, could include interior painting, replacement of carpeting, draperies, window blinds, and additional extensive cleaning of ceilings, walls, and light fixtures etc. If the home requires deodorizing or more extensive remediation to remove the odor, it will <u>ALWAYS</u> be at your expense and not considered normal wear and tear.

## C.) Fireplace Use

- □ **Before** starting the fire, open the damper.
- $\Box$  Close the damper securely **only** when the fire is out and ashes are cold.
- □ If smoke is coming into the room, put out the fire **immediately** and vent the house.

- □ Use hard woods like oak or mesquite rather than soft woods like pine or cedar. (Soft woods cause sparks and a buildup of creosote in the flu).
- □ Never use fire starters such as lighter fluid or kerosene and definitely not gasoline.
- □ Never burn trash or Christmas trees in the fireplace.
- □ Always use a log grate. It positions the fire properly and ensures a good flow of air to and around the fire.
- □ Build moderate to small fires. Most prefab fireplaces are not designed for roaring fires. **Do not** overfill the fireplace. Overfilling can cause excessive heat in the chimney and possibly a house fire.
- □ Use a fireplace screen at **all** times to prevent damage to the carpet and to reduce the possibility of a fire spreading into the room.
- □ **Never** leave the fire unattended or with unattended children.
- □ Always use a metal ash container for the removal of coals and ashes and be sure the coals are cold. Never put warm coals in a garbage can, paper bag or any flammable container.
- $\Box$  Never stack firewood next to house or wooden fence.

## **D.) Garbage Disposal**

- □ The garbage disposal is a convenient appliance, if used properly.
- Remember: If you can't chew it, your disposal can't chew it!
- □ It must be used appropriately. For instance, it was not created for bones, grease fat, oil, meat, vegetables peelings, citrus peelings, egg shells, etc.



- □ If a spoon, bottle cap or other item becomes lodged in the disposal, make sure the disposal is turned off before attempting to retrieve it. (Never stick your fingers in a running disposal).
- □ The disposal is self-cleaning, but occasionally adding baking soda will help to reduce odors.
- $\Box$  Never use caustic drain cleaners.
- □ If the motor whines, turn the switch off and unjam the disposal. A special tool may be required and your local hardware store should carry it. There is a reset button on the bottom outside of the disposal.
- □ You will be charged a maintenance service fee of \$75 if the disposal is only jammed, clogged, or the safety button has not been reset.

## E.) Garbage and Recycling Containers

Most areas have curbside garbage and recycling pickup using individual wheeled receptacles. In Houston, if they are not at the property, call your water provider and they will assist you.

- □ Trash must be placed in proper containers in accordance with city and/or county policy.
- □ Receptacles may be placed at the curb the night before the weekly collection and must be removed the evening of that day and stored out of sight on non-collection days.

Toxic waste such as paint, oil, antifreeze, solvents, and batteries must be disposed of in accordance with the rules and regulations set forth by the city and county.

## F.) Light Bulbs

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All light sockets should have working bulbs in them when you move in. If

any lights do not work when you move in, please notify us by using a work order request at once. Otherwise, it will be your responsibility to replace light bulbs as needed during your occupancy with the correct size, type, and wattage bulb. If a light fixture is rated for a 60-watt bulb and you use a 100 watt, it may create a short circuit and a fire hazard.

Upon move out, it is your responsibility to ensure that all fixtures have the correct working bulbs installed. You will be charged per light bulb for any that are missing, burnt out, or are not the correct type or wattage.

## G.) Mold/Mildew

Every house has some 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 Mildew Addendum before you took possession of the property that teaches you how to deal with mold and mildew. Read it carefully.

## H.) No Smoking

Smoking is not allowed inside the property or the garage. We will rent to tenants that smoke, but we require them and their guests to smoke outside.

## I.) Pest Control

- Any pests, including insects and rodents, not reported in writing within the first seven
   (7) days of the lease will be assumed to have entered the property after the start of the lease.
- □ You are responsible for keeping the property free of all pests (ants, roaches, fleas, ticks, silverfish, scorpions, rodents etc.), except 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 you can't miss them. Please notify our office immediately if you notice any signs of what you believe may be termites.
- $\Box$  Please do not store wood against the exterior of the house.
- □ We strongly recommend you use a licensed pest control company to manage pests rather than doing it yourself. If you need assistance in selecting a pest control company, we can refer you to the one we use.

## J.) Rain Gutters

If the property features gutters, they must be cleared of debris on a regular basis in order to prevent damage to eaves and cornices. Gutters must also be left clean upon vacating the property.

## K.) Refrigerator, Washer and/or Dryer

Many owners **do not** repair the refrigerator, washer and/or dryer. Refer to your lease agreement. If the property has a refrigerator, washer and/or dryer and it becomes inoperable, it will be your responsibility and expense to repair it.

- □ Repair of a unit at your expense does not make it your property. If you choose to replace the unit, please contact our office so we can update our records accordingly.
- □ **Do not** dispose of an inoperable unit without written permission from **COZYHOMES**, unless it is yours.
- □ If you have your own refrigerator, washer and/or dryer that you wish to use and there is a refrigerator, washer and/or dryer already in the property, contact management regarding proper storage of the owner`s unit in garage. If you store the refrigerator in the garage, it will need to be kept plugged in and running.
- Any loss of food due to a malfunctioning or inoperable refrigerator is solely at the tenant's expense. Owners are not obligated to reimburse tenants for lost or spoiled food.
- □ A refrigerator is not a toy. Please teach your children the dangers of playing in and around refrigerators.

## L.) Tenant Will:

- □ Not wash draperies. All draperies must be dry cleaned only.
- $\Box$  Not perform electrical work (this does not include changing light bulbs or batteries).
- □ Not paint or change walls, woodwork, flooring, landscaping of the property without permission from **COZYHOMES**.
- □ Not perform repairs of any type unless authorized by **COZYHOMES**.
- $\Box$  Not store items next to the furnace or water heater.
- $\Box$  Not store items in the attic.
- □ Not park on the grass or park more vehicles than are authorized in the lease agreement, or keep inoperative vehicles on the premises without permission from **COZYHOMES**.
- □ Not deduct any pre-authorized or unauthorized maintenance expense from the rent. If COZYHOMES authorizes you to perform any maintenance, you must submit ALL receipts for reimbursement to <u>haris@cozy-homes.com</u>

We are here to maintain the property in a safe and habitable condition and to service your needs as efficiently as possible. However, we must also protect the owner and his/her financial position so that they can afford to maintain the property and avoid frivolous or excessive costs.

## **M.) Smoke Detectors**

#### Your safety is very important to us.

□ Tenants must test the smoke detector within one hour after occupancy and inform **COZYHOMES** immediately if it is not working properly.



COZYHOMES \* 1127 ELDRIDGE PKWY STE 300-136, HOUSTON, T 77077 □ Smoke alarms are for your safety. Please test them every thirty (30) days and replace batteries as necessary. Normally the smoke detector will emit a beeping sound when the batteries are losing their charge.

## N.) Thermostats

**Do not switch your thermostat setting quickly from COOL to HEAT or from HEAT to COOL.** First, switch the thermostat to off and wait until it stops running; then switch to HEAT or COOL. Failure to follow this precaution may result in permanent damage to your unit. You could be charged for the repair and/or replacement.



In hot weather, set the selector switch to "COOL" and set the fan switch to "AUTO." Set the controls between 75 and 80 degrees to provide maximum cooling. Setting them lower will not cool your home any faster.

## O.) Walls

- □ We suggest you use 3M picture hanger adhesive strips when hanging pictures. This type of hanger creates no wall damage, most of the time.
- □ If you have questions about items that are heavy or difficult to hang, please call the office.
- □ Mirror tiles, contact paper, wallpaper or other wall coverings with adhesive backing are not permitted without our prior written consent.
- □ If you wish to change existing wallpaper, please contact the office first to obtain written approval.
- □ You are responsible for removing nails and the cost of repairing any damage to walls and ceilings.

## P.) Watering Yard and Foundation Care

#### It is of crucial importance that the foundation and yard be watered regularly.

Foundations are prone to shifting because our clay-like soils shrink and swell due to moisture changes after drought. Consequently, we must water the foundation as well as the yard appropriately in order to prevent the foundation from shifting and cracking.

Watering guidelines:

- □ When watering the yard, ensure the sprinkler is putting water against the base of the foundation. Leave the water on for 30 minutes to one hour, weekly in the spring and summer between rain falls.
- □ The best time to water is early morning or late in the evening. Make sure you are watering around the entire foundation uniformly. If the soil is pulling away from the foundation, you are not watering enough.
- During drought conditions, observe water rationing rules and all restrictions. Please refer to your local water company to determine what "Stage Restrictions" apply and the appropriate watering times and dates for your address.

## Q.) Water Softeners

If your home is equipped with a water softener, you are required to replenish the salt levels regularly in the salt tank so it will operate properly.

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In the event of severe, freezing weather, please observe these precautions:

- □ The heat must be maintained at a minimum of 65 degrees Fahrenheit in order to protect the plumbing from freezing.
- □ Exterior faucets, backflow preventers for sprinkler systems, and exposed water lines must be adequately protected by insulating, wrapping, or covering.
- □ Allow inside and outside faucets to slowly drip. Drip both HOT and COLD water.
- □ Open cabinet doors to expose plumbing fixtures so that these spaces will be heated.
- □ If you are going to be away from the property for the day or an extended period of time, it is very important that you do not turn the heat off. Please leave the thermostat setting no lower than 65 degrees minimum.

These precautions are essential in order to avoid the risk of substantial damage to the property and your possessions from broken pipes due to freezing temperatures. If damage results from your failure to exercise these precautions, you may be liable for damages to the property.

#### S.) Yard Maintenance

You are responsible for the continual upkeep of the lawn, shrubbery, and trees. This includes cutting, weeding, edging, reseeding (as needed), watering, and trimming trees and shrubs.

- □ The lawn must not be higher than 6 inches.
- □ The areas around the driveway, sidewalks, curbs and gutters are part of the yard and should be kept free of weeds, leaves, and debris.
- □ Remember, the exterior appearance of the home reflects the living conditions of the tenants.

## HOMEOWNER ASSOCIATION ISSUES

#### A.) 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 will help you secure them. HOAs often try to prevent tenants from using the amenities, and there is nothing we can do to change that. Friendliness and cooperation usually help a lot in getting help with these things.





### **R.)** Winter Conditions

It is extremely important that you stay abreast of cold weather reports throughout the winter. Any extended period of below freezing could cause unprotected water pipes to freeze and burst.

When the outside temperature falls below 32 degrees Fahrenheit, you are responsible for protecting the premises by taking the proper steps to reduce the likelihood of frozen plumbing.

## **B.) Rules and Regulations**

Most homes in Houston, Katy and surrounding areas are in mandatory Homeowner's Associations. HOAs are very aggressive about enforcement of their rules, so resisting them will only cause you grief and cost you money.

Most common HOA rules are also conditions (or rules) of your lease agreement. Examples include proper maintenance of the yard (mow, edge, weed treatment, trimming of hedges and trees, etc.), storage of garbage cans (store out of sight), vehicle parking on unauthorized areas (such as grass) and improper storage of boats and trailers. These are just a few of the most common tenant violations of the HOA that could cause you to be charged fines.

## **MISCELLANEOUS**

## A.) Keyless Deadbolt

The purpose of the keyless deadbolt is to protect you while you are **inside** the property. It is not intended to protect your possessions while you are away.

When you leave the house, be sure that the keyless deadbolts are disengaged. This will prevent you from being accidentally locked out of the property. If a garage door opener or the door lock malfunctions while a keyless deadbolt is engaged, it will be impossible to enter the property with a key, and you will be responsible for all costs to gain entry into the property.



## B.) Lost or Misplaced Keys/Rekeying

Should you lose your keys or lock yourself out, in some cases, we have a duplicate set of keys available in the office.

#### Only occupants named on the lease can pick up keys and

**identification is required.** The keys must be returned within 24 hours or you will be charged for key replacement. You are responsible for transportation to pick up keys, and keys will only be available during normal business hours.

If we bring a key out to you, you will be charged a **\$75** trip charge.

Tenants are not allowed to change the locks. If you wish to rekey the property at your expense, please contact the office.

## C.) Maintenance Reimbursement

Generally, **COZYHOMES** assigns a vendor to perform work you request in your residence. However, if after contacting **COZYHOMES** about arranging a minor repair yourself and **COZYHOMES** has agreed to reimburse you:





- □ First pay the bill and send the receipt to <u>haris@cozy-homes.com</u>. You will be reimbursed the agreed amount.
- $\Box$  Do **not** deduct the amount from your rent.

### **D.)** Rental Verification

We often receive requests from mortgage companies and other landlords wanting a verification of a tenant's rental history. They usually want this information in writing and sent to them immediately. There is a **\$25 COZYHOMES** processing fee to cover the costs and time associated with performing this service. If you are a past resident beyond a year, the **COZYHOMES** fee is **\$50**.

## E.) Renter's Insurance

It is strongly recommended that you purchase renter's insurance to cover any loss of your personal property and your possible liability in case of accidents. The owner's insurance on the property only covers the dwelling. It does NOT cover your personal belongings. You should obtain renter's insurance that becomes effective on the date you take possession of the property and maintain the policy as long as you occupy the premises.

Ask yourself, "Why do I need renter's insurance?"

Then ask:

"What if a candle tips over or we have a cooking fire that causes damage to my home?"

"What if I have a major flood from a broken water pipe or clogged drain line?"

"What if we have a theft or our house is burglarized?"

Every day these "What if" scenarios occur in homes. So, what happens if a "What if" occurs to you?

If you don't have renter's insurance, you may lose everything! The Landlord is not held responsible. In fact, even in incidents that you didn't cause, you are responsible for replacing your possessions.

And even worse, if you are responsible for an accident that causes damage to the property, losses to others, or injury to an individual, you could be held liable, even to the owner of the property!

So why do you need renter's insurance?

- □ To protect yourself from liability.
- $\Box$  To protect your possessions in the event of a loss.
- $\Box$  To protect yourself financially.
- □ To provide you with temporary living coverage if your residence is damaged.
- □ To insure you will have someone on your side when the unexpected happens.



There are several good web sites from which you can get free quotes from. Here are just a few:

COZYHOMES \* 1127 ELDRIDGE PKWY STE 300-136, HOUSTON, TX 77077 www.texasria.com www.insurancefinder.com www.insurancetracker.com www.texasinsurancenow.com www.erenterplan.com competitive rates, local agent 5 competitive rates Instant quotes from multiple vendors Free Quotes Free Quotes

The owner's insurance does NOT cover your personal property, food spoilage or costs associated with loss of use of property. (i.e., lodging, if needed.)

You should verify that your renter's insurance policy covers such events.

## **MOVE-OUT PROCESS**

## A.) Carpet Cleaning

Tenants are required to have the carpets **professionally cleaned** after move out. This must be done after you have completely removed all of your belongings and vacated the property. A receipt from a professional carpet cleaning company **MUST** be provided to us when you turn in your keys. **Do not** rent machines from a store or use home cleaning machines. Only professional cleaning is acceptable.

Be sure to have any spot treatments or pet treatments done as needed. If there is any pet odors after you have vacated the property, you will be responsible for the cost to remove it. If you hire a carpet cleaner other than the ones we use, be sure they will guarantee their work to **COZYHOMES**'s standards and satisfaction.

You may contact COZYHOMES for a list of carpet cleaning companies.

## **B.) General Cleaning**

Leave the property clean throughout the interior and the yard. Accumulated dirt and grime is not normal "wear and tear."

□ This includes floors, windows (inside and out), windowsills, doors and door frames, baseboards, mini-blinds, wipe out drawers, shelves, all appliances, sinks, toilets, bathtubs, showers, vanities, light fixtures, fireplaces, remove cobwebs inside and outside, etc.



- Pick up debris and animal feces in the yard and dispose properly.
- $\hfill\square$  Close and lock all windows and doors.
- □ Cut the lawn, weed the flower beds, edge, trim the shrubs, add and/or replace mulch if needed and sweep patios/decks and paths.
- □ Driveway and garage floor must be cleaned of any grease and oil stains.
- $\hfill\square$  Gutters cleared of any dirt and leaves.

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□ Painting & Nails: Please remove all nails on walls. Do not fill holes caused by picture hangers or touch-up paint without approval. If you paint or fill holes and it does not match, you will be charged for all necessary repairs and repainting.

## C.) 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 turning over the property on time, taking great care of the home during your residency, making sure that it is clean and free of debris, and by having the carpets professionally cleaned after you have moved out.

Be sure that you understand what your responsibilities are for cleaning and preparing the property for move out. Please read our 'Move-out Guidelines' carefully. You can obtain a copy at <u>www.cozyhomes4rent.managebuilding.com</u> under 'Resident Documents,' or at our office.

Utilities must be left on until the end of the lease. If the utilities are not left on, you will owe Landlord the total utility company charges of reconnecting the services, usage and a **COZYHOMES** administrative fee of **\$75**.

**\$50** will be deducted from the security deposit for the final walkthrough inspection upon tenant vacating the property.

We will utilize the tenant's Lease Inventory and Condition Form to compare the home's condition from move in to move out. We will charge the tenant for any condition discrepancies not identified as existing at move in.

## D.) No Time to Clean House, Etc.?

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 for cleaning, etc. from your security deposit. Carpet and flea treatment receipts must be provided at time of move-out inspection.

## E.) Responsibilities If You Had a Pet

**COZYHOMES's Pet Addendum** calls for some specific items that you must do upon move-out if you had a pet:

- □ Have the carpets professionally cleaned and deodorized. Have a receipt ready for COZYHOMES when move-out inspection is done or funds will be withheld to have the carpets cleaned and deodorized.
- □ 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 COZYHOMES at time of move-out or COZYHOMES will charge for this item.
- □ 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 must also be.

 $\Box$  Get rid of all pet-related odors.

## F.) Returning the Keys

Until your keys are received by **COZYHOMES**, you are considered to be in possession of the property. It is not enough to be moved out. You must also deliver the keys in order to turn over the property to **COZYHOMES** and end your tenancy. This step must be completed timely (by the end of your final month) to end your lease and avoid additional cost to you.



All furnishings must be removed and all cleaning accomplished before the keys are returned to COZYHOMES.

Tenants are not permitted back on the property after vacating and turning over the keys.

## G.) What happens if I am not 'Out' on the date expected?

You must obtain an extension in writing from **COZYHOMES** in order to remain in the property after the move-out date. Otherwise, this will be treated as a "holdover" and you will be responsible to the owner for three times the normal rent and legal damages per your lease agreement which reads as follows: Tenants will pay Landlord rent for the holdover period and indemnify landlord and prospective tenants for damages, including but not limited to lost rent, lodging expenses, costs of eviction, and attorneys' fees. Rent for any holdover period will be three (3) times the monthly rent, calculated on a daily basis, and will be immediately due and payable daily without notice or demand.

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

You must make arrangements to settle up your account within thirty (30) days of your moveout. 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.

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

If the remotes are missing at move-out, we will charge you \$75 per remote. Because garage door remotes are expensive, and some brands are hard to find, we will give you five (5) days to return the remotes to our office. If we receive them within five (5) days, we will take the charge off the move-out inspection.



## J.) Where will the Security Deposit Check be mailed?

The deposit will be mailed to the address given to us in writing. It is your responsibility to provide us your forwarding address. We will hold your security deposit until we receive the forwarding address. If there are roommates, all names must appear on the check.

## K.) Why is there a lockbox on my door?

The lease gives us the right to market the property during the last thirty (30) or sixty (60) days of your lease stay (whichever applies). This will involve using a lockbox for access and placing a sign in the yard. Courtesy will always drive our showing procedure, and reaching you by phone will always be attempted prior to our arrival.



COZYHOMES \* 1127 ELDRIDGE PKWY STE 300-136, HOUSTON, TX 77077 If you resist this and try to prevent showings, you will forfeit the amount stated in your lease. Please refer to Paragraph 14 of your lease agreement for details. So cooperate with us and we will make the transition a smooth one.

## L.) Just moved in and there is a sign and lockbox on my door

If the sign and lockbox is not removed in a few days after your move-in, please call the office and have them pick it up. Place the sign on the side of the home. Thank You!

## **IN CLOSING**

We reserve the right to make revisions from time to time to the Lease Rules and Regulations due to changes in the Texas Property Codes or City Codes. Violation of these guidelines will constitute a breach of the lease.

In any case, if a conflict appears between these guidelines and the TAR Lease Agreement, the conflict shall be resolved in favor of the TAR Lease Agreement.

If you have any questions regarding your lease, or concerns during your stay with **COZYHOMES**, please feel free to call or visit us at the office. We depend on and appreciate your business, and our staff will do their utmost to satisfactorily resolve any problems. Our goal is to always provide you with efficient, courteous service.

We will work hard during your residency to make it a pleasant one and look forward to a mutually satisfying relationship. Your cooperation is always appreciated.

Thank you for leasing from us!