

Tenant Handbook Rules and Regulations



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Welcome To Virginia Elite Property Services

Welcome to your new home! We are thrilled to have you as part of our community and with our top notch services your stay is bound to be great. Our family owned and operated company offers a full range of services.

While the property you have chosen is owned by your Landlord, it is now your home. We want you to enjoy all of its amenities. On behalf of your Landlord and your VA Elite Property Mananger, we hope you will care for the Property as if it were your own. Please, Handle with care.

A strong relationship is possible when all parties understand and fulill each of their responsibilities and obligations. Clear communication is the key to a successful Landlord-Tenant Relationship. Please, read the following in its entirety.



Introduction

Be advised that the rules and regulations outlined in your lease and this handbook are subject to change, and notifications will be provided accordingly. This handbook is an integral part of your lease agreement.

The primary purpose of this handbook is to clarify and explain the laws governing the rights and obligations of landlords and tenants. It serves as a guide and is not a definitive authority or a source of legal advice. If there are uncertainties about the lease meaning, please refrain from signing and seek legal counsel for clarification.

This handbook is provided in the hope that it enhances the understanding of each party's rights and obligations, aiming to prevent conflicts before they arise.

The Virginia Residential Landlord and Tenant Act (VRLTA) govern the legal relationship between landlords and tenants in Virginia, superseding local ordinances and regulations. Other codes and ordinances, such as the Virginia Uniform Statewide Building Code and fair housing codes, also apply to rental units.

Understanding the distinction between renting our single-family properties and apartments or multifamily units is crucial.

Apartments may have higher rents due to on-site maintenance, landscaping, and grounds maintenance costs, which are often handled by the property management. In contrast, renting a single-family home generally involves lower rent, and tenants are expected to manage routine maintenance tasks themselves.

This handbook outlines tenant responsibilities and our expectations.

Virginia Residential Landlord and Tenant Act (VRLTA) Fair Housing and Equal Opportunity Compliance:

We adhere to the CIVIL RIGHTS ACT OF 1968, TITLE VIII, FAIR HOUSING, and related amendments. As per these regulations:

Unlawful Practices: Refusing to rent, negotiate, or making a dwelling unavailable based on race, color, age, religion, sex, national origin, familial status, or disability is prohibited.

Compliance Assurance:

- We collaborate with a local attorney to ensure our documents and policies stay current with changes to the VLTA annually.
- Regular inspections are conducted to ensure compliance with the law, with tenants expected to comply following proper notice.
- Additional inspections, as per your lease, focus on property condition rather than state code adherence.



Our Integrated Approach:

Our commitment to connectivity ensures seamless communication between owners, tenants, and property managers. Leveraging the latest technologies, we keep everyone informed promptly.

Online Resources:

- Utilizing Buildium for owners and tenants we've ensured all information is up-to-date for online tenant portal access.
- Email and the portal serve as our primary communication channels with tenants. Please keep your contact details current to receive important updates.

Communication Channels:

- **Email**: Mainly used for emergency notifications and mass communications through the tenant portal.
- Text Messaging: Property managers may occasionally use Buildium's tracked text feature for non-urgent information. but may utilize other forms of texting in urgent situations.
- ACH/eCheck Payments: We employ Buildium's thirdparty billing system, enabling tenants to pay rent quickly and cost-effectively. This method is not only swift but also comes at no additional cost.



General Rules & Regulations

Lease Agreement: Upon signing the lease, you commit to adhering to the Residential Handbook. Your agreement includes following the terms of the lease regarding property condition, maintenance, and timely rent payments.

Property Care Responsibilities: Consider the leased home as your own during the lease term. As a tenant, you possess the home and yard, and you are expected to fulfill obligations akin to a property owner by caring for and maintaining the premises.

Rental Payments:

- All rents are due in advance on the 1st day of each month.
- Payment methods: eCheck or Credit Card through the online portal
- Cash or personal checks are not accepted.
- Clear instructions for all payment forms will be provided, and questions are encouraged for clarity.
- Accounting is organized by property address, so include your address in all correspondence.
- Utilize the online portal for maintenance requests and communication regarding payments.
- Rents unpaid after the 5th of the month are considered delinquent and are subject to the late fee specified in your lease agreement.

Default of Rental Payment: If rental payment is not paid in full by the 5th of the due month, consider this your notice of potential lease and rental agreement cancellation. Responsibility includes covering attorney and legal fees, court and collection fees for rent collection efforts. Unpaid charges by month-end may be added as additional rent. Payment during legal action does not automatically halt the process; a separate agreement is necessary for cessation. Late rent payments exceeding twice in a 12-month period may result in non-renewal of the lease agreement.

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Move In/Move Out:

- Before moving in, inspect the property, noting any deficiencies in a move-in inspection form. The property manager will acknowledge and sign the form, providing you with a copy.
- This form guides the move-out inspection, preventing unnecessary misunderstandings.
- Upon removing all personal belongings, the property manager inspects the property, noting chargeable items on an inspection form.
- Your presence during the inspection is crucial for disputing any deducted damages from your security deposit.

Security Deposit Disposition: Your security deposit will be returned within 45 days of lease termination if there are no damages, and you've provided a forwarding address. If multiple leaseholders are named, the deposit will be issued to all leaseholders joint and several.

- Tenants' Legal Rights: Tenants have no legal right to deduct
 the deposit from rental payments. Attempting this may result
 in default, and landlords can pursue due process to recover the
 funds.
- Vacation Process: Official vacation requires the return of all keys to your property manager. Until keys are returned, rent and late charges may continue to accrue.
- Abandoned Property: Once vacated or lawfully evicted, remaining items in the unit will be disposed of. Abandoned personal property may be disposed of without notice, and the tenant is responsible for disposal costs.
- Maintenance Issues Not Reported: If a tenant knowingly allows an unreported maintenance issue, it may be deemed the tenant's responsibility. Care for your rental home as if it were your own.



Security Deposit and Normal Wear & Tear:

Security deposits can be utilized for tenant-responsible damage, excluding normal wear and tear. The legal definition of "normal wear and tear" is the deterioration occurring based on the intended use without negligence, carelessness, accident, or abuse by the tenant or their invitees.

- Damage Definition: Damage results from negligence, carelessness, accident, or abuse by the tenant or their household members, invitees, or guests. Notably, normal wear and tear excludes dirt, considered as negligence, carelessness, accident, or abuse.
- Interpretation Guide: The following list is a guide to interpreting differences between expected wear and tear and actions causing intentional damage.

Small nail holes caused by a 6 penny nail or smaller.	Large holes from hanging shelving, pictures, screws, wall anchors, flat screen television brackets or any other wall hanging that causes damage
Light smudging on walls, near light switched that can be cleaned	Crayon, marker, decals that leave residue or take off paint when removed
Loose or stubborn door lock	Broken or missing locks
Worn out keys	Broken or missing locks
Loose hinges or handles on doors	Damage from a door from forced entry, or damage from using feet to open doors
Worn carpet traffic patterns fraying carpet seams unraveling	Torn, burned, stained, missing, ripped, scratched, or snagged carpet, pet stains
Drywall cracks from settling, chipped paint	Holes in walls, doors, screens or windows from misuse, negligence, carelessness, accident, or abuse
Garbage disposal that stops working, motor dies	Garbage disposal stops because fork was put inside
Musty odor	Smoke, urine or pet odor throughout unit
Closet bi-fold door off track	Damaged or missing bi-fold door



Breaking Your Lease:

According to the lease terms, subletting or reassigning your rights is prohibited. If you need to replace yourself on the lease:

- We will advertise, show, and secure a qualified applicant.
- A \$250.00 fee is applicable for lease documentation.
- You're responsible for rent until the new tenant's lease takes effect.
- · Your security deposit will be forfeited.

Keys & Locks:

- Lock alterations require approval; locksmith use for lockouts is permitted.
- Changing locks without approval may result in charges.
- Locked out during office hours? Borrow a key with a \$20.00 deposit (refundable).

Trash, Garbage & Recycling:

- Dispose of materials properly; containers are not provided.
- Store containers discreetly; arrange weekly trash pickups.

Disturbances, Noise & Nuisances:

- Conduct must not offend or disturb neighbors.
- Excessive noise, disturbances, or offensive language may lead to eviction.
- Ensure compliance with county ordinances for the property.

Move In - Move Out Checklist:

- Complete the move in/move out checklist with your property manager.
- Sign, date, and return the form within 5 days of move-in.
- Unreturned forms after 5 days assume acceptable property condition.
- No exceptions to this procedure; the checklist is not for repair requests.

Periodic Inspections:

- Routine inspections are conducted as part of our agreement with the property owner.
- You'll be notified in advance, with 14 days to correct any issues found.
- Quick walk-throughs twice a year to assess the property condition.
- Showings start 30 days before lease ends, and your cooperation is expected.

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Parking & Vehicles:

- Park vehicles only in designated areas; no parking on lawns, sidewalks, or undesignated areas.
- No vehicle repairs (except minor changes) allowed; no oil stains on parking areas.
- All vehicles must be properly licensed and registered.

Guests:

- Guests staying over 3 weeks each quarter are considered tenants unless prior written permission is obtained.
- Only persons listed on the lease agreement have permission to occupy the premises.
- Responsibility for the behavior of guests rests with the tenant.

Emergency Maintenance Repairs:

 Report emergencies, where danger is present or property damage is occurring, to your property manager.

Waterbeds:

 Waterbeds are not allowed; tenant is responsible for any damage caused by a waterbed.

Walls & Ceiling:

- Keep walls clean and unmarred; no painting or wallpapering without prior approval.
- Use COMMAND STRIPS for hanging items on walls.
- Clean walls, baseboards, and trim before vacating.
- No smoking inside the house; smoking residue is the tenant's responsibility.

Vinyl Floors, Hardwood Floors & Carpet:

- Proper cleaning methods for vinyl and hardwood floors are required.
- Routine carpet care includes weekly vacuuming and annual shampooing (tenant responsibility).
- Professional carpet cleaning is required at move-out; provide the cleaning bill.

Lightbulbs:

- Use proper wattage bulbs (never exceeding 60 watts) in all fixtures.
- Ensure all light bulbs are working in fixtures at move-out.



Heat/AC Units & Smoke Detectors:

- Replace air filters every 60 days for optimal heating and cooling performance.
- Heat pumps need consistent settings; avoid extreme temperature adjustments.
- Gas furnaces provide warmer heat in winter; keep windows, drapes, and blinds closed for efficiency.
- If you call for HVAC service due to a dirty filter, you may be charged for the service call.
- Test smoke detectors every other month; change batteries annually.

Plumbing Systems:

- Keep sink, lavatory, and toilet drains open; avoid throwing anything into the plumbing system.
- Responsible for damage or stoppage after 30 days of occupancy, unless caused by mechanical failure.
- Use hair strainers in tub and sink drains to prevent clogs; hair-related issues not covered after 30 days.

In and Around the House:

- Dishwasher: Run at least once a week to prevent seals from drying out and motor damage.
- Counter tops and cabinets: Use cutting boards and hot pads; avoid abrasive cleaners.
- Stoves: Check the timer if oven or boiler won't turn on; be cautious with oven cleaner; avoid using on self-cleaning ovens.
- Washer and dryer: Check hoses and washers for leaks during installation;
 turn off water supply if absent for an extended period.
- Water Damage: Avoid water damage by preventing water from sitting on counters and floors.
- Take care to close shower curtains and doors to prevent water seepage; use mats, towels, or rugs to prevent splashing.

This ensures the proper care and maintenance of various household systems and appliances.

Outdoor Issues:

- Grilling:
 - Use outdoor grills with caution to avoid fire hazards or siding damage.
 - Place a splatter mat under the grill to prevent staining on decking or patio.

• Yard & Shrubs:

- Tenants are responsible for maintaining the yard, including grass cutting, raking leaves, trimming shrubbery, and gutter cleaning.
- Remove weeds, keep vines off the roof and house.
- o Report unsafe or unfamiliar issues to the property manager.
- Winterize lawn irrigation systems if present on the property.

Reporting Maintenance Issues:

- Submit repair requests in writing through the tenant portal, specifying the problem.
- Use the tenant portal to log in and submit maintenance requests with important details and the best contact number.
- In case of an emergency, call your property manager's cell, then follow up with a portal request for documentation.
- Charges may apply if a contractor finds no problem after being dispatched; discuss emergencies with your property manager.

Insurance:

- Renter's insurance is mandatory, with the owner and Virginia Premier
 Property Services named as additional insured on the policy.
- Provide a copy of the declarations page before receiving keys.
- If no policy is in place, one will be taken out on the property and added to your monthly rent.
- Obtain insurance through the online portal with Roost Renters Insurance, updating policy information automatically.



Pets:

- General Rule:
 - No pets are allowed on the property without written permission, provided in the form of a pet addendum listing all allowed pets.
 - Obey all local ordinances, and dogs cannot be tied or chained outside at any time.
 - Non-refundable pet fee, as specified in the lease.
 - Having a pet is a privilege, subject to revocation without terminating the lease agreement.
- Assistance Animals (HUD Definitions):
 - Companion Animal:
 - Provides emotional support, comfort, therapy, companionship, therapeutic benefits, or promotes emotional well-being.
 - Not considered service animals for persons with disabilities.
 - Service Animal:
 - Performs tasks for people with disabilities, such as guiding the blind, alerting the deaf, pulling wheelchairs, protecting during seizures, or other special tasks.
 - Service animals are working animals, not pets.

Note: Assistance animals, as defined by HUD, may have different considerations and are not treated as typical pets but may not have the same specifications as service animals.

Bugs and Vermin:

- Pest Control Responsibility:
 - Pest control responsibility lies with the tenant, excluding termites.
 - Referral to the pest control contractor available upon request.
 - Charges resulting from pest control service may be applied to the rental account if initiated by tenant.
- Termites:
 - The property may be under a termite program with annual inspections and treatments.
 - Notify the office in writing if concerns arise regarding termite treatment.

• Bed Bugs:

• Treatment for bed bugs is considered a tenant expense.

• Common Pest Issues:

- Small black ants: Seasonal presence in spring and fall is common.
- Recommended product: TERRO, available at local Lowes or Home Depot.
- Tenant's responsibility to combat pests like roaches, bugs, or occasional mice.
- Report any persistent issues to the office.

• Property Manager's Responsibility:

- o Deal with squirrels, birds, or rats found in the property.
- Contact the property manager immediately if vermin are discovered, as they may carry diseases.

Note: Disturbance of vermin should be avoided, and immediate contact with the property manager is advised.

Security Systems/Alarms and Satellite Dishes:

- Installation Permission:
 - No installation of security monitoring systems, alarm systems, satellite dishes, or similar without written permission.
 - o Notify the office for permission, guidelines, and necessary instructions.
- Specific Location:
 - o Identify and specify the location for any approved installations.

Association Rules and Regulations:

- Community Associations:
 - If the dwelling is within a community, homeowners, or condo association, tenants must adhere to all rules and regulations.
 - Lease will include an addendum confirming tenant receipt of association handbook with regulations.



Thank you for taking the time to review our Tenant Handbook. We are committed to fostering a positive and transparent relationship with our tenants. If you have any questions, concerns, or encounter situations not covered in this handbook, please don't hesitate to reach out. We value open communication and look forward to addressing your needs promptly.

Welcome to our community! We are excited about the opportunity to work with you and ensure your leasing experience is as smooth and enjoyable as possible.

-End-





OUR TEAM



Savannah Mahone Property Manager

With a rich background in property management since 2011,
Savannah has been a licensed real estate agent in Virginia since 2016.
Boasting proven experience as an office coordinator for a firm with over 80 agents, she have successfully overseen a property management department managing 150+ doors. Renowned for her highly detail-oriented approach, Savannah is dedicated to creating a positive impact on colleagues and clients alike throughout the real estate journey.