

VACATING INSTRUCTIONS

REMINDER: YOUR SECURITY DEPOSIT DOES NOT CONSTITUTE YOUR LAST MONTH'S RENT.

1. A 30-DAY NOTICE SHOULD BE SUBMITTED TO THE PROPERTY MANAGER ALONG WITH A FORWARDING ADDRESS AND PHONE NUMBER.
2. POWER AND WATER MUST BE LEFT ON THROUGH THE LAST DAY OF YOUR TENANCY.
3. AFTER OWNER/AGENT REGAINS POSSESSION OF THE PREMISES, A DISPOSITION OF SECURITY DEPOSIT WILL BE PROVIDED ALONG WITH ANY APPLICABLE REFUND WITHIN 30 DAYS (depending on state/local ordinance) AFTER YOUR LAST DAY OF TENANCY.
4. ALL HOME/APARTMENT KEYS, MAILBOX KEYS, ETC. MUST BE TURNED IN TO THE PROPERTY MANAGER UPON MOVE OUT.

The Leased Premises **MUST** be cleaned and left in the same or **BETTER** condition than it was received. If there are damages or cleaning needed after you vacate the premises, charges will be assessed accordingly.

KITCHEN

- Clean cupboards, under sink, and baseboards.
- Scour sinks and remove all stains. Disposal should be clean and in working order.
- Sweep and mop kitchen floor.
- Exterior faces of cupboards should be wiped down and grease free.
- Dishwasher must be clean and in good working order.

REFRIGERATOR/FREEZER

- Clean all food out of Refrigerator and either leave it running OR make sure doors are propped open.
- Clean outside and inside of refrigerator and freezer thoroughly, removing all debris and stains.
- Remove any stickers that you may have put on the refrigerator, other appliances, cabinets, etc.
- Remove the drawers and clean inside as well as under them, then put them back into place.
- Move the refrigerator drip pans and the front grill at bottom.
- Note: Any parts in refrigerator that are broken or damaged; such as clips, racks, drawers and shelves, are expensive to replace because they have to be special ordered.

STOVE

- Clean stove, including stove burners, control knobs, stove top and back splash (if entire stove top lifts up, clean underneath this as well)
- Glass top stove tops must be cleaned with appropriate glass stove top cleaner. **NO ABRASIVES!**
- Clean stove rings, drip pans (if applicable) and replace if necessary.

- Move out stove and clean behind (be careful not to damage flooring).
- Clean oven, racks and doors (remember to clean both sides of oven rack)
- Clean both top and inside of stove hood, plus the filter and bulbs.
- Make sure oven cleaner residue is not left in stove and that stove is not left greasy. After cleaning, turn oven on for a few minutes – if oven turns white, there is still residue from the cleaner. You will need to rinse with plain water again after oven has cooled down.
- Remember to pull out and clean inside and under bottom drawer of stove (or access panel).

LIVING ROOM(S) AND BEDROOM(S)

- Carpets must be commercially cleaned--check with manager for the best way to handle this.
- Baseboards cleaned, finger marks or other marks cleaned off switches and walls, and remove all dust and cobwebs.
- Windows must be washed, inside and out, sills dusted and cleaned with damp cloth and window runners and tracks clean.
- Closets vacuumed, shelving dusted, and remove all hangers.

BATHROOM(S)

- Toilet bowl must be scoured and cleaned with a disinfectant. The outside of the bowl, including the seat, rim, tank, and base must be clean and disinfected. An old toothbrush works well along the bolts and base of the toilet fixture.
- Bath tub must be scoured to remove any rings. Sides of the tub enclosure must be clean and free of any soap build-up. (Spray foam bathroom cleaner works well here.)
- Sink must be scoured and faucet polished. Wipe down counter top surrounding sink and wash mirror.
- All cabinets and drawers must be dusted and wiped clean. The exterior of cabinets should also be dusted and cleaned. Sweep and mop floor.

STORAGE AREAS, PATIOS, CARPORTS, EXTERIOR AND YARD

- Patios must be clean and swept.
- Storage area must be empty and swept.
- Grass must be freshly mowed, yard freshly raked, all lawn debris must be removed from yard (if applicable).

PEST CONTROL

If pets are present on the property (inside or outdoors) provide Management with a paid receipt from a state licensed pest control service showing the property was treated for ticks and fleas. This treatment must be done after all of your possessions are removed.

TRASH, DEBRIS, AND PERSONAL ITEMS

All trash, debris and all personal items must be completely removed from property when possession is returned to management. If you leave any trash of any sort, you will be charged for the removal. Do not leave trash after you move out for a service to pick up.

GENERAL

Reasonable "wear and tear" of the unit is always considered, depending upon length of occupancy. The kitchens and bathroom walls can easily be wiped down. You are responsible for any and all damage done to the unit including walls, doors, carpets, linoleum and appliances. Upon check-out, all light bulbs must be working. Window coverings should be clean and in good condition. If blinds need either cleaning or repairing, you will be responsible for the cost of such.

ALSO be sure (if applicable):

1. cable adapter remains
2. drip pans intact
3. appliances are in working order
4. all keys are returned
5. notify post office of forwarding address

After 12:00 p.m. (Noon) on your intended move-out day, you will be charged another full day's rent if your unit is not ready. Any cleaning charges will be deducted from your Security Deposit.

Deductions From Security Deposits For Damages

WHAT'S ORDINARY WEAR AND TEAR?

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

In other words, ordinary wear and tear is the natural and gradual deterioration of the unit over time, which results from a tenant's *normal* use of the unit. For example, the carpeting in a unit, or even the paint on the walls, wears out in the normal course of living. Carpets become threadbare, and paint peels and cracks. Even the most responsible tenant can't prevent the aging process, and a court won't make the tenant pay for damages resulting from that process.

WHAT'S NOT ORDINARY WEAR AND TEAR?

A landlord can make a tenant pay for damages if the tenant helped the aging process along or didn't use the unit in a normal way. A carpet worn from people walking on it is something you have to expect. But a tenant who cuts a hole in the carpet or spills paint on it may be held responsible for the damage. A dirty carpet is not considered normal wear and tear.

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

1. Negligence. If a tenant does something carelessly that the tenant should have known would cause damage or if the tenant failed to do something that the tenant reasonably should have done to prevent damage, that's negligence. In short, did the tenant act prudently to preserve the property?

- *Failure to warn.* Another form of negligence is where the tenant fails to take steps that could prevent damage to the unit. Even the reasonable wear and tear exception shouldn't insulate a tenant from responsibility if the tenant fails to let the management know when something goes wrong in the unit that might later result in worse damage.

For example, if a window pane is cracked because of a faulty foundation, that's not the tenant's fault. But if the tenant doesn't tell the management that the crack is letting in water and the carpet below the window gets water damaged, the management may be able to argue that this extra damage was caused by the tenant's failure to inform the management of the problem.

2. Abuse/misuse. If the tenant knowingly or deliberately mistreats the property, or uses it for the wrong purposes, the damage the tenant causes isn't ordinary wear and tear - it's abuse or misuse. For example, did the tenant slide furniture over an unprotected floor, causing gouges? Or did the tenant discolor the bathtub by using it to dye fabrics? Was the tenant an artist who failed to cover the floor as the tenant painted, leaving permanent stains on the carpet? Did the tenant paint the walls of the unit black? One court decision said a tenant had to pay for leaving the unit's carpet mutilated in an area

around a wet bar, damaged by rust and mildew stains from plant containers and covered with cigarette burns - some clear through the pad.

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

OTHER FACTORS

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

Extent of damage. The exact type of damage may be as important as the extent of the damage when evaluating whether it's ordinary wear and tear or not. For example, two or three nail holes in a wall may be considered ordinary wear and tear. But dozens of nail holes may be considered abuse. A few scratches on a wood floor are unavoidable. But a missing wood plank is negligence or abuse.

Length of residence. Certain things wear out over time. But over how long? The ordinary wear and tear on a unit from a tenant who's lived there only a short time should be considerably less than that of a tenant who's lived there for a long time. Say you installed new carpet before renting the unit. It may be reasonable to expect that if a tenant lives there 10 years before moving out, everyday usage would leave it somewhat damaged. But if a tenant moves out after only three months and the carpet is ripped and stained, that's unreasonable, and the management can probably charge the tenant for the damage.

Character and construction of building. An older building may be expected to undergo greater and more rapid deterioration than a newer building. For example, wooden windowsills in an older building may dry out, rot, or crack over time through no fault of the tenant. But if the building is new, it unlikely that the windowsills would crack with-out some carelessness on the tenant's part (e.g., standing on the windowsill to put up drapes).

WEAR & TEAR

- Peeling or cracked paint
- Worn enamel in old bathtub
- Worn or cracked linoleum in place where appliances had been
- Cracked window pane due to faulty foundation and settling of building
- Carpet worn thin by people walking on it
- Door that sticks in humidity
- Small piece of wall plaster chipped
- Faded tile
- Paint faded on kitchen walls
- Shower rod somewhat rusted
- Grouting in bathroom tile loose

DAMAGES

- Drawings on the walls(e.g., murals)
- Smoke/Nicotine
- Chipped and broken enamel in bathtub
- Broken window caused by resident slamming window shut
- Holes in carpet from cigarette burns or carpet damaged by rust and mildew stains from tenant's plant containers

- Large chunk of plaster ripped out of wall
- Painted-over kitchen or bathroom tile
- Missing fixtures; hole in ceiling where fixture had been removed
- Toilet backed up because tenant flushed diapers; feminine products etc.
- Floors gouged when moving furniture
- Sliding closet doors off track -Walls burned in kitchen from burner turned too high when pot on stove
- Shower rod missing
- Tiles missing or cracked

In order to return possession of the unit, all keys must be brought to Management's office and turned in. The keys represent possession of the property.

DO NOT LEAVE ANY KEYS AT THE PROPERTY.

If you owe any balance, those amounts must be satisfied prior to vacating the unit. If you have any questions regarding this list or any item that might not be on this list, please do not hesitate to call us.