

Joyner Fine Properties Tenant Handbook



**Joyner Fine Properties
Property Management
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INTRODUCTION

These rules and regulations are subject to change with notification at any time. The purpose of this handbook is to help explain the law regarding the rights and obligations of landlords and tenants. It should be used only as a guide and is not intended as a final authority or source of legal advice. This handbook is written with the hope that better understanding of the rights and obligations of each party may help prevent conflicts before they occur. The Virginia Residential Landlord and Tenant Act (VRLTA) is the primary Virginia state law regulating legal relationships between landlord and tenant. It supersedes local, county, and municipal ordinances and regulations. Other codes and ordinances also apply to rental units and agreements. The Virginia Uniform Statewide Building Code provides minimum standards for health and safety as does the National Property Maintenance Code. Fair housing codes are written by the county, state, and federal governments.

I. CONSIDERATIONS BEFORE RENTING

Before signing any rental or lease agreement, prospective tenants should carefully read the lease to become familiar with all of its requirements and provisions. Remember, when a rental agreement is signed, it becomes a binding contract.

These are some items to consider before renting:

- Responsibility for utility services and account payments should be thoroughly understood. If the tenant pays for utilities, he/she should ask the utility company for monthly cost estimates and should know the maximum he/she can afford to pay for monthly rent and utilities. If the landlord pays for utilities, the lease may allow a rent increase if utility rates go up.
- If pets are allowed, restrictions such as the breed (e.g. no vicious dogs such as Pit Bulls, Rottweilers) and weight (no more than 35lbs.) will be discussed and provided in writing. A pet deposit of \$250 may be required in addition to a normal security deposit. Visually-impaired, hearing impaired, or mobility-impaired persons are entitled (by Fair Housing Laws) to have a certified guide, hearing, or service dog without the payment of a deposit, but the tenant is responsible for any damage caused by his/her dog.
- Parking rules and regulations for off-street private lots should be thoroughly understood i.e., the number of tenant's cars allowed, provisions for guest parking, and whether the parking rules are enforced by towing.

II. SIGNING THE RENTAL AGREEMENT

A lease agreement is a binding contract that defines the management and the tenant's responsibilities. Tenants should read and understand the lease before signing it. The tenant will be given a copy of the signed lease agreement not more than one month after its effective date, and preferably within 24 hours of signing. After signing the lease, any changes, modifications, oral promises, conditions and agreements between the tenant and Joyner Fine Properties must be in writing and signed by both parties to be enforceable. If either management or tenant fails to sign the lease, it still becomes effective and enforceable if the tenant occupies the premises, and rent money is paid by the tenant and is accepted by Joyner Fine Properties. All persons who will occupy the premises should be listed on the lease, and those above the age of 18 may be required to sign the lease.

ASSOCIATION RULES AND REGULATIONS:

If the dwelling unit is located within a Community Association, Homeowners Association or Condo Association, tenants will be subject to follow all rules and regulations of that Association. When move-in occurs the tenant will be provided with all information about the rental property Association Rules and Regulations and it is the tenant's responsibility to read, be aware of, and follow all Rules and Regulations listed. An addendum will be added to the lease stating that the tenant has received a copy of the Association Rules and Regulations.

CABLE AND SATELLITE:

A tenant shall not alter or permit any alteration of the outside of premises without the prior, written permission of Joyner Fine Properties. This clause pertains to TV antennae or satellite dish receiver's installations. Joyner Fine Properties may or may not approve installation of a satellite dish antenna on a balcony or patio, or roof if the tenant has exclusive use of the balcony or patio. If consent from Joyner Fine Properties is given, the dish and installation is at the tenant's own cost. The tenant may not install any antenna on the common roof or grounds of a multi-unit residential rental building. After the equipment is installed it can not be removed at the time of move-out.

DUPLICATE KEYS AND ADDITIONAL LOCKS:

Landlords have a legal right to keep copies of all keys to all rental units. If a tenant needs to add new or additional locks, the property manager must be notified and the tenant must have authorization from the property manager and give him or her copy of each new or changed key immediately following the change and/or installation. This is imperative should an emergency occur.

GENERAL RULES AND REGULATIONS (listed within the lease):

1. No smoking inside.
2. Tenant must carry Renter's Insurance. Proof of insurance will be required before tenant will be given keys. Since this is stated within the lease, if Renter's Insurance is in default or removed the tenant will be responsible for all damage to his/her property.
3. Tenant must pay all utilities. (If not included within the lease.)
4. Tenant must change all HVAC filters (with correct filters) every 3 months.
5. Tenant must keep smoke detectors operational at all times.
6. Tenant must cut and trim shrubs and lawn. (If not included within lease.)
7. No pets. (Unless otherwise stated in lease.)
8. Tenant must dispose of trash properly.
9. Must follow all HOA Rules and Regulations (if within a community for which that applies.)
10. Tenants are to keep gutters debris free.

GUESTS:

A guest will be defined as a person that stays at the property for no more than 2 weeks. If the guest exceeds this time frame, that person will be considered an occupant. An occupant is incorporated within the lease and will be responsible for cooperating with the guidelines of that lease. The parking guidelines will still be applied (parking in only designated areas.) If the guest does not abide by the rules and regulations stated in lease the tenant will be left fully responsible for any destructive actions.

LATE FEES:

Rent payments are due on the 1st of every month and should be received no later than the 5th of every month. If payment is not received by the 5th there will be an additional late fee applied according to the lease. There will be a Pay or Quit issued on the 6th of the month. This gives the tenant 5 days following to pay unpaid balances. If payment is not received, the balance will be turned over to an attorney for collection, and the tenant will be held responsible for all court costs and legal fees.

Failure to pay rent, or frequent late payments, can be cause for eviction by Joyner Fine Properties. Upon a default judgment for nonpayment of rent, the VRLTA requires immediate issuance of an eviction notice by the court, and the usual 10-day appeal period for an eviction judgment does not apply. If a tenant is unable to pay rent on time, he/she should explain the situation, in writing, as soon as possible to Joyner Fine Properties, who may agree to a different rent payment plan to avoid the inconvenience and cost of eviction proceedings in court.

MILITARY EXEMPTION:

A full-time member of the U.S. Armed Forces or Virginia National Guard, or a Civil Service technician with a National Guard unit may terminate a rental agreement with a 30-day written notice to the landlord, provided that the date of departure (surrender of premises) occurs within 60 days of the notice. Such tenants must:

- be transferred more than 35 miles from the rental premises; and,
- have received orders for more than three (3) months duration; or,
- have been discharged, or released from active duty, or full-time duty; or,
- have lost his/her basic allowance for quarters and have been ordered to government-supplied quarters.

Along with the written termination notice, the landlord must be given either a copy of the official orders or a letter signed by the tenant's commanding officer confirming the orders. The rent must be prorated to the date of termination. VRLTA prohibits from charging any liquidated damages for such early termination if the tenant has resided in the rental premises for at least 12 months. However, if the tenant has resided in the property for less than twelve months, the landlord may require payment of liquidated damages in an amount no greater than:

- One full month's rent if the tenant has completed less than six months of the tenancy; or
- One-half month's rent if the tenant has completed at least six but less than twelve months of the tenancy as of the effective date of the termination.

MOVE-IN INSPECTION:

There will be a move-in inspection report provided upon move-in; it is the tenant's responsibility to complete the form and return it to Joyner within 7 days. Unacceptable conditions should be noted in the move-in checklist that is provided.

PARKING:

As part of the lease agreement parking is property specific. If there is designated parking it is the tenant's responsibility to park in designated area to avoid towing. A vehicle may not be repaired on any part of the property (oil change, transmission fluid change, or any other work that pertains to fluid spills). Parking on the lawn, sidewalks or inside the home (motorcycles, dirt bikes, etc.) is prohibited. Any motor vehicle must be registered with current tags and inspection sticker. All vehicles must be in working condition and have no flat tires or outward damage that would make it an eyesore for the property.

PAYMENT OF RENT:

Rent payment is due on the 1st day of the month and will be considered late after the 5th day of the month.

Joyner Fine Properties accepts a personal check, money order, cashiers or certified check and credit card; and the payment is to be mailed to or dropped off at the Joyner Fine Properties' office at 2727 Enterprise Parkway, Richmond, VA 23294.

PERIODIC PROPERTY INSPECTIONS:

As part of our agreement with the property owner we will conduct routine inspections to determine the condition of the property. The tenant will be notified of inspection 24 hours in advance and will be notified of any problems, then given 14 days to remedy the problems. Any breach not corrected will be remedied by Joyner Fine Properties and billed back to the tenant. Should the tenant not agree with the bill and refuse to pay, the cost will be deducted from tenant rent monies. All late fees, court costs, and attorneys' fees will be the responsibility of the tenant.

PETS:

The tenant shall not keep pets on the property without prior written consent. Pet weight (up to 35lbs) and breed will be evaluated before agreement to allow pet on lease. When there is an agreement that a pet(s) can be brought into the property there will be a deposit required from the tenant in addition to a pet addendum. This addendum will state that if any damages occur and exceed the amount of the pet deposit the tenant will be fully responsible for all damages caused by pet(s). By law, service pets for disabled persons may reside at the property without extra charges, given that the pet is needed to help with the disability. Proper paperwork is required to validate the disability and need for a service pet. All pet owners (regardless of need) are liable for damage done to the premises by their pet(s). If a pet(s) is approved to be kept on property, the tenant will agree to keep the premises on which the pet(s) is kept in a sanitary manner (pick up after your pet please). A further description of pet regulations will be stated within the lease.

RETURNED CHECK FEES:

If a tenant's personal check is returned by a bank for insufficient funds or other reason, a fee of \$35 will be charged. If the returned check was a rent payment, the rent is unpaid and the tenant may be charged a late fee in addition to the returned check fee and the rent payment itself. If a check is returned, Joyner Fine Properties has the option to require all future payments in the form of Cashiers Check, Credit Card or Cash.

RENTERS INSURANCE:

The tenant must obtain Renters Insurance before the move-in date of property. This can be obtained through any insurance provider. The tenant’s belongings are placed in the property at sole risk of the tenant. Renters insurance may help recover items from the property due to loss, destruction, theft of, or damage to property. Failure to carry the required Renters Insurance policy may result in the tenant’s loss of his/her possessions at no fault of Joyner Fine Properties, the tenant, or the Landlord.

SECURITY DEPOSIT:

The security deposit is determined prior to time of move-in and the amount is clearly stated in the lease. This is meant to secure a complete and faithful performance by the tenant of all terms and conditions of the lease agreement. If the tenant becomes in breach of his/her lease due to physical damages or any charges that have not been reimbursed through the term of the lease, the lease may be terminated and the costs will be taken out of the security deposit. A damage addendum has been added to the lease with cost of specific items the tenant can be charged for but is not limited to what the tenant can be charged.

III. DURING THE RENTAL

UTILITIES:

Tenant must put all necessary utilities in the tenant’s name upon move-in. Tenant shall pay all deposits required by any of the utilities not provided by the landlord. Tenant must maintain all electric service and or heat in the premises throughout tenancy to prevent any damages from occurring to the property. A utility company list is provided below with the numbers to contact for the specific company and to set the utility bills in the lease holder’s name.

Dominion Virginia Power: 1-888-667-3000

To get service, one business day is required. A \$15 connection fee appears in the first month’s bill. A deposit for new customers may be required. Security deposit may be waived based on past service with Dominion Virginia Power and a good credit history.

Water and Sewer

Richmond City: 804-644-3000
Chesterfield: 804-748-1291
Henrico: 804-501-4000
Hanover: 804-537-6024

Gas

Richmond: 804-644-3000
Chesterfield: 804-323-5448
Henrico: 804-501-4275
Hanover: 804-537-6024

Schools

Richmond: 804-780-7710
Chesterfield: 804-748-1666
Hanover: 804-365-4500
Henrico: 804-652-3826
Powhatan: 804-598-5700

Garbage and Trash Collection

Richmond: 804-780-6445
Chesterfield: 804-748-1297
Henrico: 804-501-4275
Powhatan: 804-598-5673

INSPECTION CHECKLIST:

Joyner Fine Properties provides the tenant with a Rental Property Inspection Checklist. This form is for the tenant to note the condition of the premises, listing all defective items. This same report will be used for the move out condition comparison after vacating the premises. If this report is not returned with problems outlined, under the VRTLA, the leased property will be assumed to be in acceptable condition and any defects brought to our attention after this date will be considered the tenant's responsibility. No exceptions will be made to this procedure.

MAINTENANCE AND CONDUCT:

Tenants are required to keep the dwelling unit in a clean and safe condition. Property management is required to keep the common (interior and exterior) areas and systems clean, structurally safe, and in good mechanical working condition and repair. The tenant must:

- Keep the rental unit clean and safe, and properly dispose of trash, and comply with all requirements of applicable building and housing codes. The tenant can be charged for his/her negligence and carelessness, such as clogging sanitary drains with foreign materials, puncturing freezer coils during defrosting, or breaking glass windows. The tenant must promptly notify Joyner Fine Properties of broken or damaged items in need of repairs or services. There will be no unauthorized repairs. Extra charges can be levied if additional damage occurs due to not promptly notifying the property manager. After giving proper notice, the tenant must allow property management access to the premises to accomplish necessary repairs or services.
- The tenant must change all HVAC filters every 3 months (provided by the tenant). The tenant will be responsible for keeping debris out of vents.
- Tenant must keep gutters free of debris if not provided within the signed lease.
- Tenant must care for lawn and any landscaping provided with the property unless otherwise stated within signed lease.
- Before move-in there will be an inspection for any pest infestations. As well, the move-in inspection report turned in by the tenant will allow the tenant to inform property management about any noticed pest problems. If there is a problem with

pests after the move-in inspection report is turned in, the tenant will be responsible for reporting the area of concern to be handled by the owner.

- There will be no trampolines allowed on the premise due to the danger to self and property (if the equipment were to be uplifted and damage the home or other surrounding homes.)
- There will be no waterbeds allowed on rental premises.
- Prevent abuse, misuse, or neglect of the rental unit and items within.
- Keep all utility accounts paid and set up in the tenant's name.
- The tenants are fully responsible for the conduct (behavior) of all occupants, their guests, invitees and themselves. A guest/invitee of the tenant may be barred from the premises for conduct that violates the terms of the tenant's rental agreement. There will be a written notice served upon the tenant, guest or invitee that describes the unacceptable conduct, disturbance, noise, etc. as the basis for action. This letter will be considered a warning to make changes to the given situation. If the problem continues there will be grounds for lease termination due to default of lease.
- The tenant will be responsible to follow all of the listed compliances within the lease as well as stated information within this handbook and otherwise said.

CLEANING AND MINIMUM STANDARDS

~There will be special instructions for specific items in the home:

- a. Granite countertops must be maintained at a high standard (keep all countertop surfaces clean and free of debris/food particles to keep from damaging the granite).
- b. With all bare flooring (wood, linoleum, ceramic, etc.) the tenant is responsible for putting floor coverings under furniture to prevent from being scratched or damaged, as well as keeping the flooring clean and clear of debris/food particles.
- c. The tenant will be responsible for carpet cleaning at move out. If there is damage to the carpet or it has not been properly cleaned it will be at the tenant's expense.
- d. All window treatments provided in the property must be cleaned, maintained. If damaged by the tenant, the tenant will be responsible for replacement.
- e. There will be an inventory list if the rental property is fully furnished. If there are any items that are missing, damaged or otherwise unusable the tenant will be billed to replace those items.

IV. EMERGENCY AND DISASTER PROCEDURES

- If there are any disasters or emergencies, please contact Joyner Fine Properties.
- Report all outages to proper companies as well as Joyner Fine Properties (including electricity, water, and gas).
- In the winter season when it snows or icing occurs, keep all walkways salted, sanded and shoveled.
- **IT IS IMPERATIVE THAT WHEN TENANTS MOVE INTO THE PROPERTY THAT TENANTS HAVE AN ESCAPE PLAN FOR ANY TYPE OF DIASTER SUCH AS FIRE, COLLAPSE OF TREE OR NATURAL WEATHER DISASTER!!! IF THIS PLAN IS NEEDED TO BE USED BE SURE TO CALL THE LOCAL AUTHORITY AND JOYNER FINE PROPERTIES TO NOTIFY THE CORRECT PERSONS ABOUT THE SITUATION.**

A maintenance emergency is any situation that would endanger you, the community, your home, and/or your belongings.

Examples:

- No heat
- No air conditioning and temperature is above 80 degrees or above
- The smell of gas fumes
- A substantial leak that cannot be controlled and could cause serious damage
- Fire

The above are just examples and not an inclusive list of every emergency situation. However, we trust that you will use wisdom and consider the nature of your call, and if it can in fact be dealt with during regular office hours.

A FEE PER RESPONSE WILL BE CHARGED FOR ALL AFTER-HOUR LOCKOUTS.

**FOR ANY AFTER HOURS EMERGENCY, PLEASE CALL
KATHERINE HAWKS AT 804-967-2775**

Leave a message with your phone number and Katherine will be paged.

**REGULAR OFFICE HOURS ARE MONDAY – FRIDAY: 8:30 A.M. – 5:00 P.M.
CALL 804-270-9440 DURING REGULAR OFFICE HOURS**

V. MOVING OUT

Lease Termination:

The tenant or Joyner Fine Properties may terminate the lease at the end of initial term of lease. The tenant is responsible for giving a 60 day written Notice to Cancel letter and be provided 60 days prior to effective date in order to cancel his/her lease. The tenant, in addition to providing notice of cancellation, must be current in rental payments, must surrender possession of the premises in good condition, with exception of reasonable wear and tear. If this notice is not provided, the agreement will self-renew for the period of the stated lease term.

Lease Self Renewal:

When the lease is complete there will be a self-renewal period stated on the lease (please read renewal clause page 7, section 20). If the tenant does not give a 60 day notice, it will be assumed that the lease holders will be continuing the lease in which the automatic lease renewal will take affect for the stated time on the lease.

Notice:

Notice when served has to have signatures from all lease holders and delivered within the 60 days before the lease expires. All notices should be in writing and be sent by regular mail, hand delivery, fax or email.

Marketing During Notice Period:

As stated within the lease (page 4, section 10. B & C) if the proper notice has been given for non-renewal of the lease, the property is eligible to be marketed as 'For Rent'. A phone call to the tenant 24 hours in advance will be considered proper notice to show the property. If tenant can not be reached, a message on his/her voicemail will be considered proper notice. The tenant is expected to have the property in good showing condition (clean and free of debris within and outside the home). The tenant can not put off the showing of the home. As soon as the tenant is in agreement or awareness that a showing will occur, Joyner Fine Properties may set up multiple person showings at 15 minute increments.

CHECK-OUT INSPECTION

The VRLTA allows the tenant to be present at the check out inspection. The tenant must notify us of the wish to be present and we will schedule the inspection within 72 hours of the day the tenant returns the keys to the office. If tenant does not want to be present or fails to show up at the scheduled time, our inspection report will be final and the tenant will not be allowed back onto the property to correct any defects.

VI. SECURITY DEPOSIT INFORMATION AND RETURN

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

Any outstanding rent monies due at time of move out will be charged a late fee and a court fee.

The following are the requirements for a full refund of your deposit:

- Tenant has left the premises clean and undamaged and followed the check out procedures.
- All walls are clean and unmarred. (Homes are NOT to be painted between tenancies)
- Have paid all charges and rents due.
- Have removed all debris, rubbish and discarded all items from the premises. (If there are still belongings within the property you will still be liable for payment of rent due to lease being extended until vacant).
- Have provided a forwarding residential address and telephone number. NO work addresses will be accepted.
- Have an acceptable move out/check out inspection report.

We have read the terms of this Tenant Handbook. We understand this is a binding contract separate and apart from the Lease Agreement.

Signature of Tenant

Date

Signature of Tenant

Date

Signature of Tenant

Date

Signature of Tenant

Date

Signature of Agent

Date