



**HALLMARK**  
PROPERTY MANAGEMENT

# TENANT HANDBOOK



UPDATED 4.5.24

# TABLE OF CONTENTS

- 03** INTRODUCTION
- 04** PAYING RENT
- 05** PAYING RENT CONT.
- 06** MAINTENANCE
- 07** TENANT MAINTENANCE RESPONSIBILITY
- 08** MAINTENANCE TIPS
- 09** MAINTENANCE TIPS CONT.
- 10** MAINTENANCE PRIORITY
- 11** MAINTENANCE INFORMATION
- 12** CRITICAL INFORMATION IN THE LEASE
- 13** CRITICAL INFORMATION IN THE LEASE
- 14** CRITICAL INFORMATION IN THE LEASE
- 15** HOUSEKEEPING DOCUMENTS
- 16** HOMEOWNER ASSOCIATION
- 17** FORECLOSURE INFORMATION
- 18** SHOWING INSTRUCTIONS
- 19** MOVE-OUT PROCEDURES
- 20** PREPARING FOR MOVE-OUT
- 21** FREQUENTLY ASKED QUESTIONS
- 22** FREQUENTLY ASKED QUESTIONS CONT.
- 23** MISCELLANEOUS
- 24** BUYING A HOME

# INTRODUCTION

---

THE PURPOSE OF THIS MANUAL IS TO COMMUNICATE THE POLICIES AND PROCEDURES THAT EXPLAIN HOW WE MANAGE THE HOME YOU WILL RESIDE. IT WILL SERVE AS YOUR GUIDE TO YOUR TIME RENTING, AND THIS DOCUMENT WILL BE USED TO ENHANCE COMMUNICATION BETWEEN US AND MAKE OUR ONGOING RELATIONSHIP MORE SUBSTANTIAL AND TRANSPARENT. THE TENANT'S HANDBOOK IS FREQUENTLY UPDATED AS WE WORK TO KEEP UP WITH LAWS AND ECONOMIC CHANGES AFFECTING OUR BUSINESS PRACTICES.

THIS HANDBOOK PROVIDES VITAL INFORMATION FOR OUR TENANTS TO ENJOY THEIR RENTAL EXPERIENCE. IT WILL SERVE AS YOUR GUIDE REGARDING PAYING RENT, HANDLING MAINTENANCE, LEASE RENEWALS, EARLY TERMINATIONS, HOMEOWNER ASSOCIATION ISSUES, PROPERTY VISITS, AND MANY OTHER TOPICS. YOU'LL FIND JUST ABOUT EVERYTHING YOU NEED IN THIS HANDBOOK.



## General Information

### OFFICE HOURS:

Hallmark Property Management is open  
9 am to 5 pm Monday–Friday.

### ADDRESS:

3004-B S. Sunnyslane Rd.  
Moore, OK 73160

### OFFICE:

(405) 735-8711

### EMAIL:

leasing@hallmarkok.com

### WEB:

<https://www.hallmarkok.com/>

# PAYING RENT

---

## PAYMENT OPTIONS

We offer electronic payment options to ensure prompt and secure rent payments. Once registered in our payment system, you will have a simple electronic option to pay rent each month. Electronic payments are faster, safer, and easier for everyone.

## DUE DATE

Rent is due on the first (1st) and is considered late by midnight the night of the 5th. You may pay your rent in your Tenant Portal. Late Rent will incur late fees, as per your lease agreement.

## PERSONAL CHECKS

Hallmark Property Management does not accept personal checks at any time. We accept Certified Funds as a Cashier's Check or Money Order. A \$5.00 check processing fee will be charged for any rent payments made by cashier's check or money order.

## AUTOMATIC ELECTRONIC MONTHLY PAYMENTS

Hallmark Property Management can offer you an electronic payment option that will automatically withdraw your payment each month. You can set this up in your tenant portal and modify it anytime.

## NO CASH

We have a "NO CASH" policy.

## LATE FEES

Rent will not be accepted after the due date without a 5% late fee. We encourage you to pay rent by the 1st to avoid paying any late fees. Collections will begin on the 6th, with Pay or Quit Notices delivered soon after. We also report late rent payments or open balances to the credit bureau.

## LATE PAYMENT CONTACT

Hallmark Property Management will attempt to contact you via email, phone, or SMS (text), informing you that rent has not been received.



## NSF CHECK OR ELECTRONIC PAYMENT

The NSF (non-sufficient funds) fee of \$25 is due regardless of the reason. If this happens, Hallmark Property Management will request certified funds. You will be given 48 hours to make the funds good before further legal action.

## AFTER THE 7TH

If rent is unpaid by the 6th, Hallmark Property Management reserves the right to begin eviction proceedings. Once the eviction process has started, rent will not be accepted unless all the late fees and applicable administration fees are brought in certified funds only.

## PRORATED RENT

Rent is always due on the 1st when the lease is executed. Prorated rent may be necessary on a mid-month move-in. Keys will not be turned over to a tenant until the prorated rent has been paid. This payment is also subject to late fees in the same manner as a regular rent payment.

# PAYING RENT CONT.

---

## LAST MONTH

Rent is required every month, including your last month. You may not use the Security Deposit to pay rent at any time.

## USING THE MAIL

You may always mail your rent to Hallmark Property Management. We will accept payments by mail from our tenants with a warning. Sending payments via mail incurs risk as you rely on a government agency to deliver something that could cost you dearly if they make a mistake. The tenant may be responsible for late fees if the payment is not received until after the 6th of the month. We encourage all tenants to pay electronically.

## BRING TO THE OFFICE

You may want to bring payment to the office to ensure payment is received by the 5th. Office hours are 9:00 to 5:00, Monday through Friday.

## PAYING LESS THAN THE BALANCE DUE

We will notify you in writing if an outstanding balance is due on your account. We will work with you on a payment plan when necessary, but your property manager must approve it in writing. You will not be able to keep a running balance due.



# MAINTENANCE

---

## EMERGENCY MAINTENANCE

Hallmark Property Management provides tenants with several ways to report maintenance issues. The primary and best way to report a problem is in writing through the tenant portal. If you have an emergency after hours, call (405)-735-8711 and submit the issue through your tenant portal.

### EMERGENCY DEFINED

An emergency threatens the occupants' health or the property's destruction, such as a flood, fire, sewer backup, burst water pipes, or burst water heater.

#### EXAMPLES

Fire, tree(s) blown on the roof, flood, sewage back up, gas odors, broken water pipes, furnace out (if the weather is below 45 degrees), AC out (if the temperature outside is above 90 degrees).

**If the emergency is life-threatening, call 911 immediately!**

#### THE FOLLOWING ARE NOT EMERGENCIES

If the refrigerator is out, you are locked out of the house, the power or gas is off, or the oven is not working, Hallmark Property Management is not liable for food loss caused by appliance breakdown.

### WARNING

If you claim an emergency and one does not exist, you will be charged back the service charge for the contractor/service representative responding to the call. If you call the Emergency Line for a non-emergency and contractors are dispatched to your home because of this call, you will be charged a violation fee of a minimum of \$100.00. Do not call in an emergency unless it is truly an emergency.

If you set up an appointment with any contractor and do not attend, you will also be charged a minimum \$80.00 trip charge.

### HOW TO SUBMIT A WORK ORDER REQUEST

Because we prioritize keeping the property in good condition for the tenant's enjoyment, we make it easy to request maintenance. The phone is more difficult for us to take a work order 24/7, so we've set up a more straightforward way through your Tenant portal.

All non-emergency maintenance requests must be submitted through the Tenant portal.

# TENANT'S MAINTENANCE RESPONSIBILITIES

---

Single-family homes and condos are different from apartments. An apartment community usually has full-time maintenance on-site that can attend to repairs immediately. This is not the case when you rent a single-family home or condo. As explained in this handbook, you should take care of some items, such as clogged garbage disposals, re-setting GFCI switches, AC filter replacement, light bulbs, and minor items.

**1.** Minor repairs, cosmetic repairs, and items that do not substantially affect your lifestyle may not be fixed (e.g., chipped paint, missing screens, non-working doorbells, etc.).

**2.** Damages caused by abuse or misuse will be charged back to you. We would rely on the servicing contractor, along with photos, to tell us if you caused the problem.

**3.** If plumbing is clogged due to items you, your children, or guests dropped in the toilet, it will be charged back to you. This is not considered equipment failure. You should do everything you can to handle these issues yourself unless the contractor can show our office that these issues are not tenant-responsible (i.e., roots in the system).

The tenant is responsible for dislodging things flushed down the toilets or sinks and ensuring no item is blocking the plumbing. Hallmark Property Management will take on the challenge after the tenant has tried to solve the problem.

If Hallmark Property Management's maintenance technician or a plumbing company reports that the tenant caused the problem, i.e., brushes, toys, or personal property in the system, the tenant will incur the plumber's visit and repair. The homeowner will pay for plumbing problems resulting from roots in the system, collapsed pipes, and other natural (non-tenant) causes.

**4.** Hallmark Property Management or the owner does not handle monitoring of security systems. Tenants must make arrangements to set up this service at their discretion and expense.

**5.** We will try to deliver the property to you free of pests. It is the tenant's responsibility to keep it that way. We recommend you use a licensed professional for any periodic pest treatments. If a more significant problem arises concerning large animals or rodents, contact Hallmark Property Management and submit a repair request.

**6.** If lawn care is a tenant's responsibility, you will be responsible for regularly mowing, watering, trimming, weeding, raking, and performing other lawn maintenance as outlined in your lease agreement.

**7.** Change HVAC air filters monthly! This is essential to a fully operable HVAC/AC system. If you call and the HVAC or AC is not working, you are asked to check the filter; if the filter is clogged, the trip, furnace filter, and repair will be charged back to you. A clogged filter will break an HVAC system. Dirty filters are often the culprit behind an inefficiently performing HVAC. That's because air filters trap dust, dirt, and debris like hair, which over time can restrict or block vital airflow, overheating the heat exchanger and preventing your HVAC from working. Ultimately, changing your filter regularly will cause the system to run more efficiently; you will save money and have less dust in your home.

**8.** Contractors are just like us – they have families and personal lives. They want to be home at night and on weekends with their families. If you insist on meeting a contractor/repairman at your property after hours (weekdays after 5 pm, Saturday, or Sunday), the tenant will pay their after-hours premium for "non-business hours service." Think of it as a "co-pay" for the convenience of getting non-business hours service—the exception, of course, emergencies.

# MAINTENANCE TIPS: HOW TO

---

Renting a home requires attention to minor maintenance issues, such as changing filters, clogged toilets, and resetting your garbage disposal. Taking care of these things can save you time and money. Here are some "How To's Below"

## SUMMER: HVAC (AIR CONDITIONING)

If your AC stops working, especially after a brief power outage or storm, it could be the breaker switch, not the AC. **Please check the breaker first.** See "Reset Circuit Breakers" below.

If your unit is not working and you submitted a maintenance request, please turn it off. The reason is that the coils have frozen up most of the time. When the technician arrives, he won't do anything until the coils thaw. This means two trips for the HVAC technician and a longer wait for you.

## CHANGE YOUR FURNACE FILTERS

[CLICK LINK](#)

[How To Change an Air Conditioning Filter – VIDEO](#)

## RESET CIRCUIT BREAKERS

If you have been using an electrical outlet and it stops working, you may need to reset a "tripped" circuit breaker. This often happens when you use appliances that may cause a temporary overload on the system, such as a hairdryer or portable heater.

[CLICK LINK](#)

[How to Reset a Tripped Breaker – VIDEO](#)

## GARBAGE DISPOSAL RESET, USE, AND CARE

If you get nothing when flipping the garbage disposal switch (and you have already checked the circuit breaker), lean down and look at the underside of the garbage disposal. Push in that little red button that resets the system. If the disposal was just overworked or a power surge, this might fix the problem.

[CLICK LINK](#)

[How to Reset Garbage Disposal – VIDEO](#)

**Do not attempt** to fix the garbage disposal yourself if this does not fix the problem since it could be hazardous. – please submit an Online Maintenance Request to have one of our contractors fix it for you

## GARBAGE DISPOSAL USE AND CARE: THINGS TO NEVER TOSS DOWN THE DRAIN

[CLICK LINK](#)

[Garbage Disposal Best Practices – VIDEO](#)

## CLOGGED TOILETS

If our plumber determines that the tenant caused a clogged toilet, then the tenant may have to pay the plumber's bill. If you think you've caused the problem and want to avoid this situation, you can try unclogging the toilet using these simple and helpful hints.

[CLICK LINK](#)

[How to Unclog a Toilet – VIDEO – Click Here](#)  
[How to Unclog a Toilet and Shut Off – VIDEO – Click Here](#)

## REPLACING THE TOILET FLAPPER VALVE

This one's easy and one of the most straightforward repairs in the house. It is important to note that the water in the reservoir is filled with clean water, so getting your hands a little wet should not be a concern.

[CLICK LINK](#)

[Fix a Leaking Toilet Flapper Valve for Little or No Cost – VIDEO](#)



# MAINTENANCE TIPS CONT.

---

## HOW TO RESET A GARAGE DOOR REMOTE CONTROL

CLICK LINK

[Reset Garage Door Keypad Code PIN & Remote Control Opener - VIDEO](#)

## GFCI OUTLETS

GFCI stands for "Ground Fault Circuit Interrupt." These outlets are typically installed within a short range of water but could be installed anywhere in your house. If you have something plugged into one of these outlets that stops working, you could have overloaded it with a device such as a hairdryer or a portable heater. To make the outlet functional again, simply press the button (white or red) that says "Reset." Try again, and you should be okay. If the outlet continues to trip, you are most likely overloading it with whatever is plugged into it. If it does not work, there may be another problem, and you might need to submit an Online Maintenance Request.

Please note that in some cases, especially in newer homes, a GFCI outlet or reset switch could be located away from the outlet, but the outlet that stops working could still be controlled, such as in a nearby closet or bathroom. Refer to this video:

CLICK LINK

[GFCI VIDEO](#)



# MAINTENANCE PRIORITIES

Everything isn't an emergency. We have established five categories of maintenance priorities and a target response time for each. We will handle your requests in the order submitted with the following response times as guidelines.

## CATEGORY I: EMERGENCY MAINTENANCE

**Emergency defined:** Anything relating to the property under the lease that threatens life, health, or the property. Fire (please call 911), flood, sewage back-ups, gas odors (please contact the gas company), broken water pipes, and trees are falling on the house.

**Target: 5 to 8 hours**

*Note: during peak seasonal months, target response times for heat and air may be subject to delays due to contractor overload.*

## THE FOLLOWING ARE NOT EMERGENCIES

Refrigerator out, locking yourself out of the house, power or gas off, AC out, and the property has two (2) AC units, oven not working, water heater out. These issues may be inconvenient, uncomfortable, and aggravating, but they are not emergencies. Hallmark Property Management is not liable for food loss caused by appliance breakdowns or damaged belongings due to water leaks. Ensure you have adequate renter's insurance to cover unforeseen personal losses.

## CATEGORY II: URGENT MAINTENANCE

Broken windows, plumbing repairs (Not clogged toilets. See notes below), loose railings, wobbly decks, and electrical problems.

**Target: 2-4 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 III: NORMAL MAINTENANCE

Appliance repair, garage repairs, leaky faucets.

**Target: 4-8 business day service**

## CATEGORY IV: NON-ESSENTIAL MAINTENANCE

Fence repair, gutter cleaning.

**Target: 15 - 30 day service.**

## CATEGORY V: NOT A HABITABILITY ISSUE

Screens, broken lattice, power washing, broken window shade, broken tree limb, missing door stopper, missing doorknob, all light bulbs, including stove, chandelier, refrigerator, and fireplace gas keys.

**Target: Point these items out during the next property visit or renew them at lease renewal.**

*Note: The owner may not approve of these repair.*



# MAINTENANCE INFORMATION

---

## TENANT DAMAGES

Damages caused by abuse or misuse will be charged back to the tenant. We will rely on the servicing contractor to tell us what caused the problem.

If toilets are clogged due to items dropped in the toilet (toys, brushes, diapers, napkins, any personal items), clogged, or misused garbage disposal, the plumber's cost will be the tenant's responsibility (minimum \$150). This is not considered equipment failure; you should do everything possible to handle these issues yourself. Buy a plunger. Unless the contractor can prove you did not cause it (i.e., roots in the system, the pipe collapsed, septic tank backup), we assume people, not property defects caused the problem. Clogged plumbing is often the tenant's responsibility but will be reviewed case-by-case.

## AFTER-HOURS MAINTENANCE CHARGES

If you schedule with the contractor after regular business hours, you must pay any after-hours premium charges. Our contractors work regular business hours and are only available after hours for true emergencies (and for additional compensation). They have families just like you and don't want to be working evenings, weekends, and holidays.

## SCHEDULED MAINTENANCE VISITS

The homeowner may have selected from our list of proactive maintenance procedures that may be done without your prompting. We will let you know when contractors will come to the property to address issues like periodic inspections, gutter cleaning, HVAC servicing, pest inspections, fall landscaping, etc.

## MAINTENANCE CHARGE-BACKS

If the contractor we send to the property tells us the maintenance is due to your negligence, Hallmark Property Management will notify the tenant via email and place the charge in your payment ledger. Failure to pay the bill will result in an outstanding balance on your account. This balance must be paid with your next rental payment or late fees will accumulate.

## AIR CONDITIONING AND FURNACE FILTERS

To improve the home's air quality, reduce allergy problems, and save money, you must change the furnace filter at least monthly. Failing to do this will likely increase your utility bills.

**CLICK LINK**

**[How To Change an Air Conditioning Filter - VIDEO](#)**

# CRITICAL INFORMATION IN THE LEASE

---

## RIGHT OF ACCESS

Our policy is to respect your right to privacy at all times. Under normal circumstances, we require that the tenant be present for all actions inside the home. Before visiting the property, we will attempt to contact the tenant to schedule an appointment for all actions, including walkthroughs and maintenance. However, we must get into the property in an emergency and maintain keys and the right to access as needed. The lease gives us the right to access the home at any time, but we prefer to respect the tenant's right to a secure environment and will always attempt to schedule access at least 24 hours in advance unless we are dealing with an emergency.

## MOVE-IN INSPECTIONS: INVENTORY AND CONDITION FORM

The move-in inspection done by the tenant is designed to document the property's condition when the tenant takes possession so that you are not held responsible for pre-existing damages. This will be the benchmark we will use when you vacate the property to establish charges for any damages. After you sign the official move-in inspection, we cannot add it to the list. *See your lease for more details.*

## LEASE RENEWALS (60-DAYS OUT)

Your lease will terminate at the end of the noted term on your lease. It will not renew automatically. You must notify us in writing 60 days before the lease end date of any intent to terminate the tenancy. If you do nothing, we will either renew your lease with a possible increase or issue a non-renew 60 days before the lease ends. Hallmark Property Management tracks all lease renewals and will begin to contact tenants 60 days from lease expiration to find out your intentions of either renewing the lease or vacating the home.

## NOTICES TO VACATE

Your notice must be in writing per the lease agreement. Letters and emails to our staff are marginally accepted. Your safest bet is to notify us of your lease termination via the tenant portal 60 days from lease expiration. Be sure you receive a response confirming receipt of your notice.

## RENT INCREASE AND RENEWAL PROCESS

The lease term will have a definite end date per your lease. According to the lease, Hallmark Property Management can notify you that the lease rate will change 60 days before the lease ends. We strive to maintain good relationships with tenants and conduct business fairly on the lease rate. Tenants also need to understand that the owner's home insurance and property taxes are usually a factor in an increase, as those costs tend to increase yearly. It is commonplace to ask for a 2-5% rental increase in this market.

***Remember that your rental history with Hallmark Property Management during your tenancy will have an effect come renewal time.***

## LEASE RENEWAL FEE

When your lease renews, a \$99 renewal fee is charged to the tenant. This fee covers the administrative actions of putting all terms in writing, getting signatures, and processing and securing the renewal.

## SUBLETTING

Subletting is when you move another person in to share the rent (without adding them to the lease) or move out of the home and let someone else pick up the rent. Subletting is not allowed. Fines for violations are stiff. We need to approve all adult tenants living on the property. If one of the current tenants or occupants on the lease needs to move out, coordinate this action with Hallmark Property Management. Do NOT sublet to another tenant or occupant without written permission from Hallmark Property Management. We have a procedure to add a renter to the lease, and everyone still must qualify.

# CRITICAL INFORMATION IN THE LEASE

## EARLY TERMINATION

Hallmark Property Management understands that life happens. Tenants may need to leave their homes due to a job transfer, job loss, or an extenuating circumstance. We offer solutions and helpful guidelines to mitigate risk for all parties listed below. Once these steps are completed, and the home is turned over in good condition, the existing lease will be terminated early. All deposits can be refunded according to the lease agreement and Oklahoma Property Code.

**1. Pay the Lease Termination Fee.** This amount equals one month's rent and must be paid upfront to Hallmark Property Management. This fee will cover the costs to put the home back on the market and the effort to re-lease the house on behalf of the outgoing tenant requesting to break the lease agreement early. Payment can be made through the tenant portal, mailed in, or dropped off in person. No action will be taken to market the home until this payment is made.

***You are still responsible for rent until the house is released.***

**2. Assist with all showings.** It is in the outgoing tenant's best interest to assist with all the showings to attract a new applicant. Allowing time to show the home when requested and making the house look as pleasant as possible will only help rent the home quickly.

**3. New Tenant Applies.** The property manager may contact the outgoing tenant to verify move-out dates or propose a plan to work with an incoming applicant. Once a new potential tenant has applied, been accepted, delivered a security deposit, and signed a new lease agreement – the outgoing tenant's lease can be terminated early.

**4. Vacate the home per the lease.** The same standards apply in cleanliness and condition as the signed lease agreement indicates. The deposit refund will be determined once the outgoing tenant vacates and the home has been inspected. Fees can still be assessed if the home is left dirty or if there is any damage to the home.

**5. Provide the property manager with a forwarding address.** This will be used to send a copy of the terminated lease amendment and the balance of all security deposits. With these actions being completed, the current lease will be terminated early, the outgoing tenant will have fulfilled the lease, and all of their responsibilities to that lease will be in good standing.

**IMPORTANT: The outgoing tenant is responsible for all rent payments, utilities, and home upkeep until the lease starts with the approved incoming tenant.**



# CRITICAL INFORMATION IN THE LEASE

---

## LAWN CARE

In most circumstances, the tenant will maintain their yard. One of the differences you have when renting a house (compared to a townhome or apartment) is that you are responsible for lawn care unless there is an agreement between the tenant and Hallmark Property Management that the landlord will maintain the yard. Refer to the lease as to who has responsibilities for lawn care.

This can be arranged if the tenant requests that Hallmark Property Management maintain the yard. The cost involved will usually be added to the lease agreement, raising the monthly rent from per month, depending on the yard size.

Failing to maintain the yard will create severe problems for the HOA and homeowner. This will generate complaints from the neighbors, and if there is an HOA, there could be fines assessed.

*Tenants will receive a minimum violation fee of \$85 for any local HOA complaint letters regarding lawn maintenance issues.*

## PEST CONTROL

The tenant is responsible for their pest control for bugs. We strongly recommend you use a licensed pest control company to manage pests rather than doing it yourself. If you need assistance connecting with a pest control company, we can refer you to the one we use. Tenants can review the pest control policy in your lease.

## CONTACT WITH THE OWNER

Hallmark Property Management is your management company and will be your only contact during your tenancy. If someone calls 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 home. Do not assume they are who they say they are. Protect yourself from people who claim to have some authority over the property. If the owner plans a walkthrough at your home, you will be notified well in advance. If someone shows up at your door claiming to be someone wanting to enter the property without you being told, do not let them in and refer them to us for permission.



# HOUSEKEEPING DOCUMENTS

---

## PETS (AUTHORIZED AND UNAUTHORIZED)

Many owners will allow pets, and some will not. You can have pets with written permission and a pet deposit. If you bring in an unauthorized pet, no matter who the pet belongs to or how long they have been there, we assume you had it the day you moved in, and you will pay penalties and risk eviction.

## SMOKE DETECTOR

We will count smoke detectors at your move-in to ensure there is one on every level of the home. Currently, the [Oklahoma Code](#) requires one near every bedroom and hallway. You are responsible for keeping good batteries and replacing batteries as needed in all smoke detectors. Let us know if they do not work after attempting to change the batteries.

## RENTER'S INSURANCE

Hallmark Property Management requires all tenants to have **Renter's Insurance** and list Hallmark Property Management as **Additional Insured** on the policy.

## PROPERTY VISITS

Hallmark Property Management's policy is to do an annual walkthrough/assessment of the home. In some cases, an owner may require a bi-annual evaluation to be completed. These arrangements will be made with you far in advance with appointments scheduled. This should take less than 30 minutes. You are not required to be present. We are not there to address housekeeping but to access property issues and report to the owner regarding any deferred maintenance they need to address. We've done hundreds of these over the years and understand your privacy concern. This will also be a time to point out any concerns you may have with the home to be documented at that time.

## Utilities

### GET UTILITIES CONNECTED BEFORE MOVE-IN

You must ensure utilities are on before you take possession of the property. If you fail to make these arrangements, you may be in the property a few days before the utilities are on. We can tell you which company to call. There will likely be chaos, frustration, arguments, and costs if you fail to have the utilities on in your name at move-in.

### KEEP UTILITIES ON AND BILLS CURRENT

Failure to keep utilities on (and bills paid) during your stay may result in a default in your lease. Never turn the heat or air conditioning off during your vacations, especially during cold weather. When utilities are off, there is an increased possibility of burst water pipes and mold. During cold snaps, keep garage doors closed as garages often do not have the extra insulation and pipes can freeze quickly. Keep utilities on at all times.

### KEEP UTILITIES ON THROUGH THE MOVE-OUT INSPECTION

You must keep utilities on through the move-out inspection. If they are not on for inspection, your lease calls for an \$85 reconnect service charge plus hard costs.

# HOMEOWNERS ASSOCIATION

---

If a Homeowners Association manages the community, you must be familiar with and follow the rules and regulations to avoid fines and penalties. Some HOAs are very aggressive about enforcing their rules; resisting them will only cause you grief and cost you money. Review the HOA's website to familiarize yourself with the community's regulations.

If an owner is charged a fine for any violation, the tenant will ultimately be charged, plus an administrative penalty from Hallmark Property Management. Here are some of the most common issues we deal with continually:

## YARD

Hands down, the number one complaint we get from owners is letters from the HOA stating that the yard is not maintained. The tenant is responsible for yard maintenance in around 95% of our homes. The owner gets a nasty gram letter when tenants fail to maintain the yard to the HOA's liking. Often, this is the first violation the owner receives about anything from the HOA. They typically make a huge deal about this, assuming the tenant does not maintain the yard.

If Hallmark Property Management receives a letter from an owner who has received a letter from their HOA – we will charge the tenant a minimum of \$85 regardless of what the letter is for and even if the tenant has already complied with the request. The reason is, at some point, the HOA did not falsely put that letter into the mail for no reason – something had to have triggered this. In addition, Hallmark Property Management has to deal with the administrative time and cost of putting the corrective action in motion to ensure the HOA request is met.

## PARKING

Most communities have rules about where you can and can't park. Follow the rules, and you will avoid violations and fines. Make up your own rules, and you'll hear from them.

## MAILBOX KEYS

We will usually provide you with a mailbox key if we are provided one from the homeowner. However, the safest and most correct way to obtain a key is to have the local post office make a new key for the box they assign to you. This way, you (the tenant) will have only access to mail in that box.

## 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'll help you secure them. HOAs often try to prevent renters from using the amenities; we can do nothing to change that. Friendliness and cooperation usually help a lot in getting help with these things. Be prepared for the HOA to require you to stop by their office with a copy of the lease, your Identification cards (Driver's License), and sign waivers to use their amenities such as the pool or playgrounds.

## PARKING FOR BOATS, TRAILERS, AND RVs

One of the biggest complaints from the HOAs is when a tenant parks a boat, trailer, or RV at the residence. This could be in the driveway or street parking near the home. Most HOA's have rules about when a boat, trailer, or RV can be parked at the residence. If a tenant owns a boat and has that boat in storage, the HOA will only allow that boat to be temporarily parked at home over a weekend. An example would be the before and after a weekend fishing trip while the gear is picked up and dropped off. Any overnight parking, if found, will result in a letter to the owner. The same holds for trailers, large commercial trucks, or RV's. A good rule of thumb is that if it is other than a passenger car or truck, the HOA would not want it parked at the residence for more than a few hours.

We ask that tenants be aware of these rules. The end result is still the same—if we receive an HOA complaint, we will fine the tenant \$85 per occurrence.



# FORECLOSURE INFORMATION

Most homes have mortgages, which take priority over your lease. Occasionally, an owner will fall behind on mortgage payments, and foreclosure threatens the owner's rights in the property.

## WHAT TO DO IF YOU RECEIVE A FORECLOSURE NOTICE

If you receive any notices about a pending foreclosure, forward a copy to our office immediately. The lender calls off most foreclosures in the final days, so don't panic. You may have several options, including staying in the property until the end of your lease.

## RENTER'S RIGHTS IN FORECLOSURE

In May of 2009, congress passed the "Renters Rights in Foreclosure Act," guaranteeing renters the right to remain in a foreclosed property until the anniversary date of their lease. If a foreclosure occurs, you'll pay the lender's rent but won't have to move under the new law. Contact your property manager for more information.



# SHOWING INSTRUCTIONS

---

Your lease agreement authorizes Hallmark Property Management to show the property for rent for the last 30 days of your lease. We may place a sign in the yard and put a lockbox on the property to show it to prospective tenants.

***You do not have to be present at the time of the showing.***

The lock box can be opened with a unique combination specific only to that particular lockbox, with the codes guarded by our staff with our security measures. This will allow only licensed Realtors from Hallmark Property Management or other real estate companies to access the property for a showing.

You may withdraw your authorization to allow a lockbox on the property by providing written notice to Hallmark Property Management and paying the Landlord a fee of one (1) month's rent as consideration for the withdrawal. After receiving the notice and the required fee, Hallmark Property Management will remove the lockbox. Removing the lockbox does not alleviate your obligation to make the property available for showings.

Hallmark Property Management may still show prospective tenants the property at reasonable times.

**Tenant understands that failure to allow for reasonable showings and not keeping the Property "showable" can constitute a default of the lease, and the security deposit, in its entirety, may be forfeited for this reason.**

If you deny or cancel a showing, the tenant will incur a minimum violation fee of \$85 for each denied or canceled showing or if the property cannot be accessed for showings.

Call our office to confirm the correct security code if there is a security system.

The Lease Agreement also requires you to secure your pets or remove them from the property if they interfere with or prohibit showings.

Do not allow prospective tenants in your home unless they are accompanied by their real estate agent or a staff member from Hallmark Property Management. If they show up unaccompanied by an agent, refer them to our office to make arrangements to see the property. If you have any questions, call our office.

# MOVE-OUT PROCEDURES

---

Now that you are moving out, your lease agreement requires you to leave the property clean and undamaged. We intend to return your security deposit as long as you have fulfilled your agreement with us.

The following information is provided to help you get your security deposit returned without any misunderstandings:

**1.** According to the terms of your lease, Hallmark Property Management has 30 days to return your security deposit. Within this time frame, security deposits will be mailed to the forwarding address left with the office.

**2.** Remember to CLEAN your rental property inside and out to avoid having your deposit charged back. For further information, refer to the Move Out Checklist.

**3.** Cooperate with showings of the property for sale or rent, keeping the home presentable. During the last 30-days, we will place a lockbox on the house containing a key to show the property when the Landlord lists the property for sale. You may withdraw the authorization to put a lockbox on the property by providing written notice and paying one (1) month's rent as consideration for the withdrawal. The landlord will remove the lockbox within a reasonable time after receiving the notice of withdrawal and payment of the required fee.

***If agents are denied access or cannot access the property because the tenant fails to make the property accessible, the tenant will be charged a trip charge of \$85.00.***

Failure to allow reasonable showings during the final 30-days of the lease constitutes default of the lease. The security deposit, in its entirety, can be forfeited for this reason. *Please cooperate with our agents.*



# PREPARING FOR MOVE-OUT

---

1. You must provide the office with a complete Forwarding Address.

2. All Keys, Garage Door Openers, Mail, and Gate Remotes must be turned in by the lease agreement's expiration date, or pro-rated rent will be charged daily until received.

3. We will conduct a final move-out inspection after all furnishings have been removed and all cleaning completed. Keys are turned in to Hallmark Property Management to document the condition after you vacate. Our team will document the state of the property and take move-out pictures. The property manager will compare the move-in photos with the move-out pictures, along with your move-in checklist and the reports from the maintenance personnel after you move out, to determine if there will be any charges against your security deposit.

***We do not perform move-out inspections with tenants present at the property. Our team members will only be there to take photos; they will not tell you what charges will or will not be charged against your security deposit. They are only there to document the condition of the property.***

4. Utilities must be on during the inspection. If the Utilities are not on for the move-out inspection, tenants will be charged an \$85 trip charge. Any delays caused by the Utilities not being turned on will delay the return of your security deposit.

5. Tenants are not permitted back on the property after vacating.

6. Call utility companies and arrange for final readings. (Remember: Utilities must be left on for the move-out inspection).



# FREQUENTLY ASKED QUESTIONS

---

## **WHEN IS MY MOVE-OUT INSPECTION?**

Hallmark is responsible for documenting damages to the property when you move out, which will be the basis for charges against your security deposit. This inspection will be done within a few days of you completely vacating the property. We can't do a complete move-out inspection until you have completely vacated, so don't schedule your inspection until you're sure when you'll be completely moved out. If you are not entirely out of the home when the inspector arrives, it will cost you money for their return trip.

## **WHY IS THERE A LOCKBOX ON MY DOOR?**

The lease gives us the right to market the property during the last 30 days of your lease. We will install a lockbox and put a sign in the yard. If you resist this and try to prevent showings as described in the lease, you will forfeit your security deposit, so cooperate with us, and we'll make the transition smooth.

## **WHAT HAPPENS IF I LIMIT SHOWINGS?**

During the final days of your occupancy, you must continue to comply with your lease agreement, especially as it relates to making the property available to be previewed by prospective buyers or tenants.

## **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 taking great care of the home during your residency and ensuring it is clean and debris-free for your move-out inspection. We will take your move-in inspection and compare it to the home's current condition during the move-out inspection. We will have to charge for the damaged items not identified at move-in.

## **WHAT ARE MAINTENANCE CHARGES TO ME IF ALL ITEMS ARE UNSATISFACTORY AT MOVE-OUT?**

We pay maintenance contractors and cleaning companies to do the work. They charge us standard retail rates for quality work. You will pay the repair or replace the item(s) to the original condition. When you move out, save yourself money and return the house to its original condition. Don't forget to turn in keys, garage remotes, pool passes, gate passes, and mailbox keys!

## **ONCE YOU HAVE DETERMINED THE REPAIR CHARGES, CAN I RETURN AND DO IT MYSELF AS A RENTER?**

No. Once we have completed the move-out inspection, you cannot return to the property. Complete all cleaning and repairs before the move-out inspection.

## **WHERE WILL THE SECURITY DEPOSIT CHECK BE MAILED?**

The deposit will be mailed to the address that you give us in writing. If no address is given in writing within 30-days of the lease end, the security deposit will be forfeited per the lease agreement. If you would like to have it directly deposited into your account please let us know.

# FREQUENTLY ASKED QUESTIONS CONT.

---

## **WHAT HAPPENS IF I ACCIDENTALLY TAKE THE GARAGE DOOR REMOTES?**

If the remotes are missing at move-out, we will charge you for them. Because garage door remotes are expensive and some brands are hard to find, we will give you five days to return the remotes to our office. We will charge you the move-out inspection if we receive them within five days.

## **DO I HAVE TO BE PRESENT DURING THE MOVE-OUT PRESENTATION?**

No. We understand the difficulties in scheduling time away from your job. Your presence is not required at the move-out.

## **WHAT IF I DO NOT HAVE TIME TO DO HOUSE, CARPET, OR OTHER REPAIRS?**

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 from your security deposit. Carpet cleaning receipts must be provided at the time of move-out inspection.

## **HOW IS THE SECURITY DEPOSIT DISBURSED IF THERE ARE ROOMMATES?**

We will disburse the funds according to written instructions signed by all tenants. If all cannot agree, Hallmark Property Management will disburse one check to all tenants on the lease.

## **WHAT HAPPENS IF I AM NOT ON THE DATE I EXPECTED TO BE OUT?**

You're still under the lease, and the rent is due. Keep utilities on until the move-out inspection to keep from paying any fines. If you do not give us clear instructions, e.g., "I am out; you have the property," we will enter the property and remove your items. If you do not notify us of your change in move-out date, you will incur a \$85.00 Trip charge. Please inform us so we know when you are completely out and can take over the property. Your rent stops when we do the move-out inspection.

## **WHAT ARE MY RESPONSIBILITIES IF I HAD A PET?**

The pet addendum calls for some specific items that you must do at move-out:

1. Have the carpets professionally cleaned and deodorized. When you do your move-out inspection, have a receipt ready for Hallmark Property Management, or funds will be withheld to have the carpets cleaned and deodorized.
2. Remove all evidence of the pet. Watch for food dishes, pet hair, leashes, pet waste, and holes in the yard, and repair any damage caused by the pet. Owners are susceptible to pet damage so we will be, too.
3. Get rid of all pet-related odors.

## **HOW DO I HANDLE UTILITIES?**

You are responsible for your utilities through the day of the move-out inspection. Contact your utility companies and alert them of your moving date. Notify Hallmark Property Management in writing concerning your last day of occupancy so we can make arrangements.

Utilities must NOT be turned off before the Move-Out Inspection! If utilities are off before the Move-Out Inspection is completed, you will be charged \$85 per provider to get them turned back on. Once a date is set for inspection, do not change it unless you have decided to stay on the property. If you move out a day early or a day late, leave the utility change date alone.

## **HOW DO I HANDLE UTILITIES?**

You must make arrangements to settle your account within 30-days of your move-out.

# MISCELLANEOUS

---

## LOCKOUTS

We all lock ourselves out of our homes from time to time. If this happens outside of regular business hours, we will not help you as we do not carry a locksmith on staff who can come out at 2 AM. The cost incurred is the tenant's responsibility. If you need an extra key, we keep one under lock and key at our office. You can always get a copy during regular business hours. If you change the locks, you must notify Hallmark Property Management in writing and provide us with a copy of the keys.

## HOME WARRANTIES

Some owners have purchased a home maintenance warranty on the property. Although they generally respond promptly, they need your full cooperation to get their contractors into the property to make the necessary repairs. Since we don't control these contractors, there's not much we can do to create urgency for them. As our relationship grows, you'll become accustomed to the quick, efficient service you receive from our contractors handling your maintenance requests. Please be aware that your experience with home warranty contractors may not be the same. The home warranty company will contact you for covered repairs and make your scheduling arrangements directly with them. You may be asked to pay the contractor their service fees at the time of service, ranging from \$40 to \$125 per contractor. You'll then submit your receipt from the home warranty technician and be reimbursed by Hallmark Property Management for these fees.



# BUYING A HOME

---

## THE HOME YOU'RE RENTING

Hallmark Property Management will happily assist you in purchasing the home you are leasing, provided the owner is willing to sell, and all parties agree to the terms. A sale of this type could occur at any time during your residency; it would not necessarily have to coincide with the end of your lease term. If you are interested in purchasing the home you're currently leasing; please contact us to discuss further.

## A HOME OUTSIDE HALLMARK PROPERTY MANAGEMENT

Hallmark Property Management is affiliated with Gable & Grace Real Estate, our brokerage partner. We will also be happy to assist you in purchasing a home that is not a Hallmark Property Management managed property. Several agents cover these areas and are willing to walk you through the purchase process. This can happen when you give your notice to vacate per your lease requirements, or if you want to move sooner, you may choose to exercise the Early Termination clause as stated in your lease. Your property manager and agent can advise you ahead of time what the steps are to plan accordingly.

***This concludes the Hallmark Property Management Tenant Handbook. Please contact us for further information if you have any questions or concerns outside of this document.***

