



# Resident Handbook

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Office: 210-497-8686

Email: [web@rentwerx.com](mailto:web@rentwerx.com)



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This handbook is meant to inform our residents of the vital information they need in order 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 a host of other topics. You'll find just about everything you need in this handbook.

## General Information

### A. Office hours, numbers and basic company information

RentWerx is open during normal business hours 9 am to 4 pm and phones from 8 am to 5 pm Monday through Friday, Central Standard Time.

**San Antonio:** 3002 Napier Park #101, San Antonio, TX 78231

**Office number:** 210-497-8686

**Austin:** 14205 N Mopac Expy, Ste 500, Austin, TX 78728

**Office number:** 512-425-4013

**Email:** [web@rentwerx.com](mailto:web@rentwerx.com)

### B. RentWerx commitment to our Residents

1. We commit that our marketing material, and the information on our web site will accurately represent who we are, what we've accomplished and what we do; no exaggerations.
2. We will hire only the best staff, consistently train them and work at moving them to the best possible position of service to our customers.
3. We will always treat customers, vendors and each other with courtesy, respect and professionalism.
4. We are committed to change — to keep up with the changing marketplace and changing technology without sacrificing the all-important priority of great customer service.
5. We are committed to providing our residents with a clean and safe place to live, regardless of the rent, and put their safety high on our list of priorities.

6. We will not tolerate unethical behavior by our staff or vendors.
7. We will follow the laws and code of ethics that regulate our business.
8. We will believe in our staff and create a safe and healthy work environment that fosters respect and opportunity for personal and professional growth.
9. We will constantly strive to protect our owners from the liabilities of owning rental properties.
10. We will strive to be a leader in the property management industry.

### C. RentWerx – Core Values

**Customer First** - We take care of our clients when they need us not when it's convenient for us.

**Accountable** - We correct our mistakes, always honest, do what's right.

**Team Player** - Working together to the shared vision of the company. Takes ownership of our role, communicates well, leads.

**Continuous Improvement** - Learning never stops, setting new standards, improving processes, people & systems.

# Paying Rent

## A. Payment Options

We offer electronic payment options to assure prompt and secure rent payments. Once you are registered in our payment system you will have a simple electronic option to pay rent each month. We still take paper checks by mail but they are less reliable and harder to process. Electronic payments are faster, safer, and easier on everyone so we encourage electronic payments.

## B. Due Date

Rent is due on the **FIRST** of the month and is considered late on the 4<sup>th</sup> at 11:59 PM. Please note that Bill Pay through your online bank still mails us a check. If the check is not received by the 4<sup>th</sup>, a late fee will be assessed. EXAMPLE: Paying bills via the USAA or Bank of America bill pay option. This is NOT an electronic payment. They simply cut a check on your behalf and put that payment in the mail. Subject to all the delays.

## C. Personal Checks

Personal checks are acceptable at any time. Certified funds are also required if checks are being returned for non-sufficient funds. We will notify you in writing if personal checks will be refused.

## D. Automatic Electronic Monthly Payments

RentWerx can offer you an option with electronic payments that will set up your payment for automatic withdrawal each month. This can be set up in your resident portal for payment and modified by you at any time.

**E. No Cash**

We do not want cash around the office. We have a “NO CASH” policy for everyone. Please use checks, money orders, or pay online through the Resident Portal Service.

**F. Late Fees**

After the due date, rent will not be accepted without the 12% late fee of your monthly rate. We encourage you pay rent by the 1st to avoid paying any late fees.

**G. Late Payment Contact**

RentWerx will attempt to contact you via email informing you that rent has not been paid successfully. We will also attempt to telephone and send a SMS (text) message to notify you of this late status.

**H. NSF Check or Electronic Payment**

The NSF (non-sufficient funds) fee of \$85 is due regardless of the reason. (Your bank may reimburse you for this charge if they were at fault.) If this happens, RentWerx has the right to request certified funds from that day forward. You will be given 48 hours to make the check good prior to further legal action being pursued. After two rejected NSF payments, resident online portal payments will no longer be an available option.

**I. Eviction Proceedings**

If rent is still unpaid by the 5th, RentWerx will begin eviction proceedings. A Notice to Vacate (NTV) will be sent to the leased premises and a \$100 NTV fee will be charged to the resident’s ledger. Once this has started, rent will not be accepted without all of the late fees and administration fees being brought current in certified funds only. No Personal Checks will be accepted if eviction proceedings have begun. After two NTV, resident online portal payments will no longer be an available option.



**J. Pro-Rated Rent**

Rent is always due on the 1<sup>st</sup> when the lease is executed. Pro-rated rent may be necessary on a mid-month move in. Keys will not be turned over to a resident until the pro-rated rent and all move-in fees have been paid. This payment is also subject to late fees in the same manner as a regular rent payment.

**K. Last Month**

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

**L. Payment Ledgers**

RentWerx keeps close track of all monies due and paid by each resident. You can get a copy of this ledger for your personal records. Requests must be made in writing via email or the resident portal and the ledger will be emailed to the address on file.

**M. Using the Mail**

You may always mail your rent to RentWerx. We will accept payments by mail from our residents with a warning. Sending payments via mail incurs risk as you are relying on a government agency to deliver something that could cost you dearly if they make a mistake. If the payment is not received until after the 3<sup>rd</sup> of the month, the resident may be responsible for late fees. We encourage all residents to pay electronically.

**N. Bring to the Office**

To assure that payment is received by the 1st you may want to bring it to the office. Office hours are 9:00 to 4:00 Central Standard Time, Monday through Friday.

**O. Paying Less Than The Balance Due**

If there is an outstanding balance due on your account, we will notify you in writing twice. After that, we will refuse payment (return payment) unless it is for the full amount. We will work with you on a payment plan when necessary, but it must be approved by the property manager, in writing. You will not be able to keep a running balance due.

# Maintenance Issues

## A. Emergency Maintenance

RentWerx provides residents several ways to report maintenance issues. The primary and best way to report an issue is through Property Meld where specific issues can be described in writing. The alternative is to call into RentWerx at 210.497.8686 to report a maintenance issue. We define an emergency as anything that threatens the health of the occupants or destruction of the property like flood, fire, sewer back up, burst water pipes, burst water heater, etc.

**For after-hours emergency maintenance items, call: (210) 497-8686**

### 1. Emergency Defined

An emergency is anything relating to the property under the lease that is threatening to life, health, or the property.

### 2. Examples

Fire, tree blown on the roof, flood, sewage back up, gas odors, broken water pipes, furnace out (if the weather is below 45 degrees). If the emergency is life-threatening, call 911 immediately!

### 3. The Following are NOT Emergencies

Refrigerator out, locking yourself out of the house, power or gas off, oven not working, a/c out and/or the property has 2 a/c units and one is still functioning properly, water heater out. RentWerx is not liable for loss of food caused by appliance break down.

### 4. Warning

If you claim you have an emergency and one does not truly exist, you will be charged back the service charge for the contractor/service representative responding to the call. 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 \$100 fee. Do not call in an emergency unless it is truly an emergency.

You will also be charged a \$85.00 trip charge if you set up an appointment with any contractor and do not show up for that appointment.

### **B. How to submit a work order request**

Because we put such a high priority on keeping the property in good condition for the enjoyment of the resident, we make it easy to request maintenance. Because the phone is such a hard way for us to take a work order 24/7, we've set up an easier way online through our Property Meld Portal: <https://app.propertymeld.com/tenant/rentwerx/>

### **C. Resident's Maintenance Responsibilities**

Renting a house is not like renting an apartment. RentWerx does not have a maintenance handyman living in your neighborhood to run to the property and fix things as soon as we are called. There are some items that you can take care of yourself such as clogged garbage disposals, GFCI switches that need to be reset, and minor items as explained in this document that you were presented throughout the lease.

1. Minor repairs, cosmetic repairs, and items that do not substantially affect your lifestyle may not be fixed (i.e. chipped paint, missing screens, doorbells that do not work, etc.).
2. Damages caused by abuse or misuse will be charged back to you. We will rely on the servicing contractor to tell us if you caused the problem.
3. If plumbing gets clogged due to items you or your children dropped in the toilet, it will be charged back to you. This is not considered equipment failure and you should do everything you can to handle these issues by yourself. Unless the contractor can prove it was not caused by you (i.e. roots in system). Clogged plumbing will be your responsibility.

It is the resident who is responsible for dislodging things that have been flushed down the toilets or sinks. It shall be the responsibility of the

resident to make sure there is no item blocking the plumbing. After the resident has made an effort to solve the problem, RentWerx will take on the challenge.

If RentWerx Maintenance or a plumbing company reports that the problem was caused by the resident, i.e., brushes, toys, personal property in the system, the expense of the plumber's visit and repair will be incurred by the resident. The homeowner will pay for plumbing problems resulting from roots in the system, pipes that have collapsed and other natural (non-resident) causes.

4. Monitoring of security systems is not handled by RentWerx or the owner. Residents will need to make their own arrangements to set up this service at their discretion and their own expense.
5. We will make every effort to deliver the property to you free of pests. It is the resident responsibility to keep it that way. If you need pest services please visit our website for more information. [Click here](#).
6. Lawn care is a resident responsibility. You must do regular mowing, watering, trimming and edging, weeding, raking and other regular lawn care maintenance.
7. Change HVAC air filters at least monthly. The system will run more efficiently, you will save money, and have less dust in your home.

#### **D. Maintenance Tips**

Renting a home requires that you pay attention to some small maintenance issues such as changing your filters, clogged toilets, resetting your garbage disposal just to name a few. Taking care of these things can save you time and money.

##### **1. Summer: HVAC (Air Conditioning)**

If your A/C stops working, especially after a quick power outage or storm, then it could well be the breaker switch, not the A/C. Please check the breaker first. See "Reset Circuit Breakers" below.

If your unit is not working and you have submitted a maintenance request, please turn off the unit completely. The reason is that the majority of time the coils have frozen up. When the technician gets there, he won't be able to do anything until the coils thaw out. This means 2 trips for the HVAC technician, and a longer wait for you.

## 2. Change Your Furnace Filters

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

## 3. Reset Circuit Breakers

If you have been using an electrical outlet and it stops working, then you may need to reset a "tripped" circuit breaker. This happens when you are using appliances that may cause a temporary overload on the system such as a hair dryer or portable heater. [VIDEO](#)

## 4. Garbage Disposal Reset, Use, and Care

Reset the garbage disposal

If you get nothing when flipping the garbage disposal switch (and you have already checked the circuit breaker), lean down and take a look at the underside of the garbage disposal. Push in that little red button which resets the system. If the disposal was just overworked, or if there was a power surge, this may fix the problem. Go To: [VIDEO](#)

If this does not fix the problem, **do not attempt to fix the garbage disposal yourself since it could be very dangerous.** - please submit an Online Maintenance Request so that we can have one of our contractors fix it for you.

## 5. Garbage Disposal Use and Care: Things to Never Toss Down the Drain

[Garbage Disposal Use and Best Practices - VIDEO](#)

GFCI stands for "Ground Fault Circuit Interrupt". These outlets are typically installed within a short-range from water, but could possibly be installed anywhere in your house. If you have something plugged into one of these outlets, and it stops working, it's possible that you were overloading it with a device such as a hair dryer or a portable heater. In

order 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, then you are most likely overloading the outlet with whatever is plugged into it. If it does not work at all, then there may be another problem and you might need to submit an Online Maintenance Request. Please note, in some cases especially in newer homes, a GFCI outlet or reset switch could be located away from, but still controlling, the outlet that stops working such as in a nearby closet in a bathroom. Refer to this video: [GFCI VIDEO](#)

## **6. Clogged Toilets**

If our plumber determines that a clogged toilet was caused by the resident, then very possibly the resident will have to pay the plumber's bill. If you think you've caused the problem and want to avoid this situation, you can try to unclog the toilet yourself using these simple and helpful hints.

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

## **7. Replacing the Toilet Flapper Valve**

This one's real easy and one of the simplest repairs in the house. We have a couple of videos for you, with the first being the shortest and most straightforward. Please note: even though the first video shows a wet vac to soak up water, you do not need that in order to complete the replacement, although a towel might be handy. Also note: the water in the reservoir is filled with clean water, so getting your hands a little wet should not be a concern.

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

## **8. How to Reset a Garage Door Remote Control**

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

## E. Maintenance Priorities

Everything isn't an emergency. We have established five categories of maintenance priorities and a target response time for each of them. Your requests will be handled in the order that they are submitted with the following response times as guidelines.

### Category I: Emergency Maintenance

**Emergency defined:** Anything relating to the property under the lease that is threatening to life, health, or the property. Fire (please call 911), flood, sewage back-ups, gas odors (please call gas company), broken water pipes, tree falling on 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, a/c out or the property has two (2) a/c units, oven not working, water heater out. These issues may be inconvenient, uncomfortable, and aggravating, but they are not emergencies. RentWerx is not liable for loss of food caused by appliance break down or for damaged belongings due to water leaks. Make sure that 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, 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 door knob; all light bulbs including stove, chandelier, and refrigerator; and fireplace gas keys. **Target: Point these items out during next property visit or bring up at lease renewal time. These items may not be approved for repair by the owner.**

**Resident Damages**

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

**F. After Hours Maintenance Charges**

If you schedule with the contractor after normal business hours, you will need to pay any after hours premium charges. Our contractors work normal business hours and are only available after hours for true emergencies (and for additional compensation).

**G. Scheduled Maintenance Visits**

It is possible that the homeowner asks to do a routine repair or checkup, that may be done without your prompting. We will let you know when contractors will be coming to the property to address issues like gutter cleaning, HVAC servicing, termite inspections, fall landscaping, etc.

## H. Division of Maintenance Responsibilities

Below is a visual of maintenance items to remind you of what things you are responsible for and what RentWerx is responsible for.

### Landlord vs. Resident's Responsibilities

Item	Landlord	Resident
Water systems breakdowns	X	
Clogged plumbing in house		X
Clogged plumbing between house & street	X	
Broken garbage disposals	X	
Reset garbage disposal		X
HVAC breakdowns	X	
Setting HVAC controls		X
Changing furnace filters		X
Electrical system failures	X	
Resetting GFI switches		X
Replace all light bulbs		X
All utilities (unless provided by community)		X
Mandatory association dues	X	
Termite treatment and rodents	X	
Household pest control		X
Maintain yard fencing	X	
Lawn mowing & trimming		X
Shrubbery		X
Security system repairs	X	
Security system monitoring		X
Microwave turntable		X
Smoke detector installation	X	
Smoke detector batteries		X
Exterior drain hose bibs (winterize)		X

**I. Maintenance charge-backs**

If the contractor we send to the property tells us the maintenance is due to your negligence, such as crayons in your garbage disposal, toys flushed down a toilet, GFI switch not re-set just to name a few, RentWerx will notify the resident via email and place the charge to your payment ledger. Failure to pay the bill will result in an outstanding balance on your account. This will need to be paid with your next rental payment or late fees will continue to accumulate.

**J. Air Conditioning and Furnace Filters**

To improve the air quality of the home, reduce allergy problems and save money, you need to change out the furnace filter at least every month.

Failing to do this will likely increase your utility bills. [How to Change an Air Conditioning Filter - VIDEO](#)

**K. Maintenance Coordination**

All maintenance will be up-charged 10% for coordination.

## Critical Issues in the Lease

### A. Right of Access

Our policy is to respect your right of privacy at all times. Under normal circumstances, we require that the resident be present for all actions inside the home. We will attempt to contact the resident to schedule an appointment for all actions to include walk thrus and maintenance prior to visiting the property. However, we must be able to get into the property in an emergency and will maintain keys and the right to access as needed. The lease gives us that right between to access the home at anytime, but we prefer to respect the residents right to a secure environment and will always attempt to schedule access at least 24 hours in advance. We will call in advance unless we are dealing with an emergency. We respect your privacy and understand your need to control what happens in the home in which you are living. Courtesy will always drive us, so don't worry about someone stopping in unannounced unless water is flowing out the front door!

### B. Move-In Inspections – Inventory and Condition Form

The move-in inspection done by the resident is designed to document the condition of the property at the time the resident 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 damages. After you sign the official move-in inspection, we cannot add to the list. Please note that in the absence of a documented Move-in orientation through either zInspector or a third-party inspection, it will be assumed that the property was received in an immaculate condition. Consequently, any damages reported on the move-out inspection will be your responsibility. See your lease for more details.

### C. Lease Renewals (30 to 120 days out)

Your lease automatically renews on a month to month basis at the end of the lease term unless one of us notifies the other in writing of our intent to terminate the tenancy. If you do nothing, your lease will automatically renew on a month to month basis. We do not allow this under normal circumstances without permission from RentWerx. We track all of our lease renewals and will begin to contact residents 120 days from lease expiration to find out your intentions of either renewing the lease or vacating the home.

**Notices to Vacate** must be in writing per the lease agreement. Letters, phone calls, and emails to our staff are not accepted. You must give your notice of lease termination via the [Lease Renewal Intentions](#) online form under [Resident Resources](#) on our website. Be sure you receive a response confirming receipt of your notice.

### D. Rent Increase and Renewal Process

The lease term will have a clearly marked end date in paragraph 3. According to the lease, RentWerx can send you notice that the lease rate will change 30 days prior to lease end. This is a non-negotiable lease change and does not require your signatures to implement. We strive to maintain good relationships with residents and conduct business fairly on the lease rate. Residents also need to understand that the owners home insurance and property taxes are usually items that go up in cost every year. It is common place in this market to ask for \$25 to \$100 a month rental increases. **Keep in mind, that how the resident has conducted themselves during their tenancy will reflect come renewal time.**

### **E. Lease Renewal Fee**

When your lease renews, there is a \$195 renewal fee charged to the resident. This is meant to cover the administrative actions in putting all terms in writing, getting signatures, and closing the loop in securing the renewal.

### **F. 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. There is no subletting allowed without company written approval. Fines for violations are stiff. We need to approve all adult residents living in the property. If one of the current residents or occupants on the lease needs to move out, coordinate this action with RentWerx. Do NOT sublet to another resident or occupant without written permission from RentWerx. We have a procedure to add a renter to the lease. Contact us first!

### **G. Early Termination – Para 54 of the Lease**

In Paragraph 54, there is a clause that will allow a current resident wishing to terminate the lease early to take the below steps. Once these steps are completed, and the home is turned over in good condition, the existing lease will be terminated early and all deposits can be refunded in accordance with the lease agreement.

- 1. Pay the amount listed in paragraph 54.** This amount MUST be paid up front to the property manager. This fee will cover the costs to put the home back on the market and the effort to re-lease the home on behalf of the outgoing resident requesting to break the lease agreement early. Payment can be made through the resident portal, mailed in, or dropped off in person. No action will be taken to begin to market the home until this payment is made.

- 2. Offer the property manager a tentative move out date.** Example – the home will be ready to turn over to a new resident no later than “x” date. This date is very important in our marketing efforts to inform any potential residents when the home is going to be available. This date can be flexible.
- 3. Assist with all showings.** It is in the outgoing resident’s best interest to assist with all of the showings to facilitate attracting a new applicant. Allowing for time to show the home when requested and to make the home look as nice as possible will only aid in renting the home quickly.
- 4. New Resident Applies.** The property manager may be in contact with the outgoing resident to verify move out dates, or to propose a plan for move out to work with an incoming applicant. Once a new potential resident has applied, been accepted, delivered a security deposit, and signed a new lease agreement – the outgoing residents lease can be terminated early.
- 5. Vacate the home in accordance with the lease.** All of the same standards apply in cleanliness and condition as indicated by the signed lease agreement. The deposit refund will be determined once the outgoing resident vacates and the home has been inspected. Fees can still be assessed if the home is left dirty, or there are any damages to the home.
- 6. Provide the property manager 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 and the outgoing resident will have fulfilled the lease, and all of their responsibilities to that lease in good standing.



**IMPORTANT: All rent payments, utilities, and upkeep of the home are the responsibility of the outgoing resident up to and until the day the lease starts with the approved incoming resident.**

#### **H. Lawn Care**

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

If the resident would like to request that RentWerx maintain the yard, this can be arranged.

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

**Residents will receive a \$85 charge for any complaint letters from the local HOA regarding any lawn maintenance issues.**

#### **I. Pest Control**

The resident is responsible for their own pest control for bugs. RentWerx has added as a feature to your Resident Benefit Package, pest treatment, to submit a claim and get pest control, please go to your PropertyMeld account and create a work order, some pests are not included in this service, [click here](#) to visit our website for more details on restrictions.

**J. Contact with the Owner**

RentWerx is your management company and will be your only contact during your residency. 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 at all times from people who claim to have some authority over the property. If the owner is planning on doing a walk thru at your home, you will be notified well in advance. If someone shows up to your door claiming to be someone wanting to enter the property without you being notified, do not let them in and refer them to us for permission.

# Housekeeping Documents

## A. Pets (Authorized and Unauthorized)

Many owners will allow pets and some will not. We require ALL residents to have a profile in PetScreening, this includes residents with animals, and residents with no animals. If you bring in an unauthorized pet, no matter circumstance, we assume you had it the day you moved in and you will pay penalties and daily rates listed in paragraph 20 of the lease.

## B. Smoke Detector

We will count smoke detectors at your move in to make sure there is one on every level of the home and one in every bedroom to comply with the Texas Property Code. You are responsible for keeping good batteries and replacing batteries as needed in all smoke detectors.

## C. Resident Benefits Package

Included with ALL lease agreements under RentWerx is the Resident Benefits Package. Residents will receive the benefits listed below which are automatically included for \$45.00 per month.

1. \$100 Discount at Lease Signing for Completing a Self-Assisted Showing of the Property.
2. No Additional Charges for All Rental Payment Options to Include In-Person, ACH, or Check.
3. Included Resident Portal for Maintenance, Payment Options, and Electronic Statements.
4. Free Credit Reporting for All Rental Payments made during this Lease to TransUnion.
5. 24/7 Maintenance Hotline with Live Phone Support.
6. One Time Returned Payment Fee (\$85.00)
7. On Demand Pest Control Services
8. Free Lockbox Move In

#### **D. Property Visits**

It is the policy of Rentwerx to do an annual walk thru to include a third-party assessment of the home. In some cases, an owner may require a bi-annual assessment to be completed. These arrangements will be made with you far in advance with appointments scheduled. This should only take less than 30 minutes. We would request that you 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 concern for privacy. This will also be a time to point out any concerns you may have with the home so it can be documented at that time.

# Utilities

## **A. Get Utilities Connected Before Move-in**

Residents are required to present RentWerx with proof of utilities being transferred into the Lease Signer's name prior to move in by providing utility account numbers. This includes power and water services. If you fail to make these arrangements, you may be in the property a few days before the utilities are on. We think we can tell you which company to call, but this is sometimes a moving target and we often don't have the right numbers. If you fail to have the utilities on in your name at move in, there will likely be chaos, frustration, arguments, and costs.

## **B. 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 for burst water pipes, mold, break-ins, etc. Keep garage doors closed during cold snaps, as garages often do not have the insulation houses do and pipes freeze easily. Keep utilities on at all times.

## **C. Keep Utilities on through the Move-out Inspection**

You must keep utilities on through the move-out inspection according to your lease agreement. If they are not on for our inspection, your lease calls for a \$85 re-connect service charge plus hard costs.

## Homeowner Association Issues

If a Home Owners Association manages the community, you need to get familiar with the basic the rules and regulations and follow them to avoid fines and penalties. Some HOA's are very aggressive about enforcement of their rules, and resisting them will only cause you grief and cost you money. Review the HOA's website to get familiar with the rules in the community.

If an owner is charged any sort of fine for any violation, the resident will ultimately be charged for that plus an administrative penalty from RentWerx.

Here are some of the most common issues we deal with on a continual basis:

### A. Yards

Hands down, the number one complaint we get from owners is letters from the HOA stating that your yard is too long. In around 95% of our homes, the resident is responsible for the yard maintenance. When they fail at maintaining the yard to the HOA's liking, the owner gets a nasty gram letter. Often time, this is the first violation of any kind the owner is receiving about anything from the HOA and they typically make a very big deal about this assuming the resident is not maintaining the yard at all.

If RentWerx receives a letter from an owner, who has received a letter from their HOA – **we will charge the resident \$85** regardless of what the letter is for and even if the resident has already complied with the request. 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, RentWerx has to deal with the administrative time and cost to put the corrective action in motion to ensure the HOA request is met.

**B. 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.

**C. 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, and there's nothing we can do 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.

**D. Mailbox Keys**

The resident must go to the nearest local post office with a copy of the lease agreement to obtain a key for the box they assign to you.

**E. Parking for Boats, Trailers, and RV's**

One of the biggest complaints coming out of the HOA's is when a resident 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 resident owns a boat, and has that boat in storage, the HOA will only allow that boat to be temporarily parked at the home over a weekend. An example would be the before and after a weekend fishing trip while gear is picked up and dropped off. Any overnight parking if found will result in a letter sent to the owner. The same holds true 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 more than a few hours.

We ask that residents be aware of these rules. The end state is still the same – if we have to deal with an HOA complaint, we will have to fine the resident \$85 per occurrence.



# Foreclosure Issues

Most homes have mortgages on them and take a priority position over your lease. Occasionally an owner will fall behind on mortgage payments, and a foreclosure would then threaten your rights in the property.

## **A. 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 so we can check it out with the owner. Most foreclosures are called off by the lender in the final days, so don't panic. You may have several options including staying in the property until the end of your lease.

## **B. Renter's Rights in Foreclosure**

In May of 2009, congress passed into law 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 takes place, you'll be paying rent to the lender, but you won't have to move under the new law. Contact your property manager for more information.

## Miscellaneous

### A. Lockouts

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

### B. Home Warranties

Some owners have purchased a home maintenance warranty on the property. Although they generally respond in a timely manner, 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. You'll be contacted by the home warranty company for covered repairs and will make your own scheduling arrangements directly with them. You may be asked to pay the contractor their service fees at the time of service, which ranges anywhere from \$40 to \$125 per contractor. You'll then submit your receipt from the home warranty contractor and be reimbursed by RentWerx for these fees.

## Frequently Asked Questions

### **A. When is my Move-Out Inspection?**

The landlord is responsible for documenting damages to the property when you move out that 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 totally moved out. If you are not completely out of the home when the inspector arrives, it will cost you money for their return trip.

### **B. 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 stay. We will install a lockbox and put a sign in the yard. Courtesy will always drive our showing and calls will always be attempted prior to our showing prospective residents.

### **C. What happens if I limit showings?**

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

### **D. 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 making sure that it is clean and free of debris for your move out inspection. During the move out inspection we will take your move in inspection and compare it to the current condition of the home. We will have to charge for the items not identified at move in.

**E. What are maintenance charges to me if all items are not satisfactory 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 cost to repair or replace the item(s) back to the original condition. Save yourself money and return the house to its original condition when you move out. Don't forget to turn in keys, garage remotes, pool passes, gate passes and mailbox keys!

**F. Once you have determined the charges for repairs, can I get back in and do it myself?**

No. Once the resident has turned over possession of the home, you will not be allowed on the premises for any reason. Complete all cleaning and repairs before surrendering the home.

**G. 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 lease end, the security deposit will be forfeited per the lease agreement. As a courtesy, we will attempt to mail it to the rented address in hopes the tenant has set up mail forwarding.

**H. 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 5 days to return the remotes to our office. If we receive them within 5 days, we will take the charge off the move-out inspection.

**I. Can I be present during the move-out inspection?**

No. Once you surrender keys, you will not be allowed on the premises for any reason. You will receive a link to review the move out inspection on your itemization package.

**J. What if I do not have the time to do house cleaning, carpet cleaning, flea treatment, landscaping 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 and flea treatment receipts must be provided at time of move out inspection.

**K. How is the security deposit disbursed if there are roommates?**

RentWerx will disburse one check to all Residents on the lease.

**L. 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. Have a receipt ready for RentWerx when you do your move-out inspection 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, holes in the yard, and repair any damage caused by the pet. Owners are particularly sensitive to pet damage, so we will be too.
3. Get rid of all pet related odors.
4. Outgoing Residents that leave any animals at the property after move-out will incur a \$500 animal abandonment fee, per animal.

**M. How do I handle utilities?**

You are responsible for your utilities through the day of the inspection. Contact your utility companies and alert them of your moving date. Notify RentWerx in writing concerning your last day of occupancy so we can make arrangements to keep them on.

Utilities must NOT be turned off prior to 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 in the property. If you move out a day early or a day late, leave the utility change date alone.

**N. What happens if my deposit is insufficient to pay all I owe?**

You must make arrangements to settle up your account within 30 days of your move-out. Every effort will be made to give you time to pay what you owe. Unsettled accounts will be reported to the Credit Bureau and turned over to collection agencies for processing.

**O. What happens if I am not out the date I expected to be out?**

If you fail to vacate at the time of your lease end date, you will be under a holdover period. The rent for any holdover period is three times your monthly rent, calculated on a daily basis until you vacate the property. The holdover resident will also be responsible for paying RentWerox and prospective Residents for damages, including but not limited to loss of rent, lodging expenses, costs of eviction, and attorney's fees. Keep utilities on until the move-out inspection is completed to avoid any additional fines. Your responsibility as a resident stops once you turn over possession of the home. Be sure to follow the move-out instructions so we can take over the property.

**P. How can I get a rental verification from RentWerox?**

Have the landlord/property manager submit a rental verification request for you at [web@rentwerx.com](mailto:web@rentwerx.com), we will post a \$45 rental verification fee to your portal. Once that is paid we will process and send the verification.

# Buying a Home

## A. The Home You're Renting

RentWerx will be happy to 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 take place 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.

## B. A Home Outside RentWerx

RentWerx is also a real estate brokerage. In Texas, to conduct property management, a real estate broker's license is required. We will also be happy to assist you in purchasing a home that is not a RentWerx managed property. We have several agents that cover the San Antonio metro area willing to walk you through the purchase process. This can happen when you give your notice to vacate per your lease requirements, or in the event 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 so you can plan accordingly.

## Important Links and Resources

- [Residents Benefits Package](#)
- [Maintenance Requests](#)
- [Tenant Portal](#)
- [Lease Renewal Intentions](#)
- [End of Lease Procedures](#)

This will conclude the RentWerx Resident Handbook. Should you have any questions or concerns outside of this document, feel free to contact us for further information.