



Legacy
PROPERTY MANAGEMENT

Tenant Handbook

4 West Dry Creek Circle Suite 100, Littleton CO 80120

Office: 720-445-9515 Email: info@legacyPMCO.com

Web: www.LegacyPMCO.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

Legacy Property Management is open during normal business hours 8:30am to 5:00pm Monday thru Friday Mountain Standard Time

B. Legacy Property Management CORE VALUES

- 1.** To operate with Integrity and Honesty, committing that our marketing material and all information we provide will accurately represent who we are, what we do and what we have accomplished.
- 2.** To inspire people whether to invest themselves, or to encourage an environment of investing in others
- 3.** To treat owners, customers, vendors and each other with courtesy, respect and professionalism.
- 4.** To leave a legacy by instilling our fun loving, people person mentality/attitude that makes people remember us! Believing in our staff and creating a healthy and prosperous work environment.
- 5.** To commit to providing our residents with a clean and safe place to live, regardless of the rent, safety is a high priority.
- 6.** To be committed to change, keeping up with the marketplace and technology without sacrificing customer service.
- 7.** To follow the laws and code of ethics that regulate our business. We will not tolerate unethical behavior by our staff or vendors.
- 8.** To protect our owners from the liabilities of owning rental properties.
- 9.** To strive to be a leader in the property management industry.

C. - Mission Statement

DEDICATED TO WORRY-FREE SERVICE *Our mission is to leave a Legacy in the people we serve: to our Owners/Investors by taking care of their properties as if they were our own; our Residents by offering beautiful homes to reside in and providing them a great rental experience; our Contractors by developing a sound partnership with each; and our Staff by educating and providing opportunities for them to reach their highest professional potential.*

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 encourage you to set your rent on AutoPay each month. **NOTE:** Legacy Property Management **CANNOT**, for security reasons, control your autopay set up. If your rental amount changes **OR** you need to cancel, you must do that yourself.

B. Due Date

Rent is due on the **FIRST** of the month. There is **NO GRACE PERIOD** and late fees will begin on the 5th of each month. Please note, ACH online banking is controlled by the banking systems and has a minimum of 3 business day transfer and up to 7 days to our account. Ensure you are balancing your account as the rent deduction may not be taken on the exact day you pay.

A. Personal Checks

No Personal Checks are accepted unless prior authorization has been obtained. If necessary, Certified Checks can be negotiated on a one-off occurrence.

B. No Cash

We have a “NO CASH” policy for everyone.

C. Late Fees

Late Fees begin on the 5th of each month. We encourage you to pay on the 1st. The State of Colorado allows for eviction proceedings and postings to begin anytime from the 2nd of the month on.

D. Late Payment Contact

Legacy Property Management 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.

E. NSF Check or Electronic Payment

The NSF (non-sufficient funds) fee of \$75 is due regardless of the reason. (Your bank may reimburse you for this charge if they were at fault.) If this happens, Legacy Property Management 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.

F. After the 5th

If rent is still unpaid by the 5th, Legacy Property Management will begin eviction proceedings. 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.

G. Pro-Rated Rent

Rent is always due on the 1st 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 tenant until the pro-rated rent has been paid. This payment is also subject to late fees in the same manner as a regular rent payment.

H. Last Month

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

I. Payment Ledgers

Legacy Property Management keeps close track of all moneys 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 tenant portal and the ledger will be emailed to the address on file.

J. Bring to the Office

In the rare occasion keys and or certified checks must be dropped off, you can bring it to our office. Office hours are 9:00 to 5:00 Monday through Friday.

K. Short Paying Rent or Multiple Rent Payments

Short Paying the rent is never acceptable. You will incur late fees if the full balance is NOT paid on the 1st of the month. In addition, for residents that have multiple roommates, Legacy DOES NOT allow multiple rent payments without prior approval

from your property manager. Rent should be paid IN FULL on the 1st of each month.

L. Convenience Fee

Multiple payments and/or certified checks as payment for rent can be subjected to a \$25/incident convenience fee for not using the automated payment portal on the website.

Maintenance Issues

A. Emergency Maintenance

Legacy Property Management provides tenants several ways to report maintenance issues. The primary and best way to report an issue is through the tenant portal where specific issues can be described in writing and pictures can be uploaded.. 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 emergency maintenance items, call: 720-445-9515 , you can leave a message if you do not reach anyone, this line is checked frequently!

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) a/c out (if temperature outside is above 85 degrees). If the emergency is life-threatening, call 911 immediately!

3. The Following are NOT Emergencies

Refrigerator out if there is a spare refrigerator in the property, locking yourself out of the house, power or gas off, oven not working, a/c out, initial water heater out. Legacy Property

Management or their owners ARE 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. Crying wolf will cost you money. 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 “Contractor 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 tenant, 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 on line through secured tenant portal.

C. Resident’s Maintenance Responsibilities

Renting a house is not like renting an apartment. Legacy Property Management 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.

Single-family homes and condos are different than apartments. In an apartment community there is usually a full-time maintenance man on site that can attend to repairs immediately. This is not the

case when you rent a single family home or condo. Keep this mind:

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.).

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.

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 tenant 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, Legacy Property Management will take on the challenge. If Legacy Property Management 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.

Monitoring of security systems is not handled by Legacy Property Management or the owner. Tenants will need to make their own arrangements to set up this service at their discretion and their own expense. All security codes must be registered for safety reasons with your property manager.

We will make every effort to deliver the property to you free of pests. It is the tenant responsibility to keep it that way. We recommend you use a licensed professional for any periodic pest treatments. If a larger problem arises concerning large animals or rodents, contact Legacy Property Management and submit a repair request.

Lawn care is a tenant responsibility(unless otherwise noted in the lease). You must do regular mowing, watering, trimming and edging, weeding, raking and other regular lawn care maintenance.

Change HVAC air filters at least quarterly! The system will run more efficiently, you will save money, and have less dust in your home.

Contractors are just like us – they have families and personal lives. They want to be home at night and weekends with their families. If you insist on meeting a contractor/repairman at your property after hours (weekdays after 5pm, 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 is emergencies.

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.

Colorado Air Conditioners are designed for 20% overage. If the temperature is 95deg outside, you should not be setting your AC temps below 74deg.

2. Change Your Furnace Filters

During the MOVE IN process, we showed you how to change your filter. On our website are useful DIY videos including Filter Change.

[DIY VIDEOS on our Website](#)

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 many times when you are using appliances that may cause a temporary overload on the system such as a hair dryer or portable heater.

[DIY VIDEOS on our Website](#)

4. GFCI Outlets

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.

5. 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: [DIY VIDEOS on our Website](#)

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.

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.

[DIY VIDEOS on our Website](#)

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 1: 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, oven not working. These issues may be inconvenient, uncomfortable, and aggravating, but they are not emergencies. **Legacy Property Management nor their Owners will be** 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.

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

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). They have families just like you and don't want to be working evenings, weekends and holidays.

G. Scheduled Maintenance Visits It is possible that the homeowner has selected from our list of six proactive maintenance procedures 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, Sprinkler start-up/winterizing, 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 Legacy Property Management 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	
Pests and rodents (prior to move i	X	_____

Household pest control		X
Maintain yard fencing	X	_____
Lawn mowing & trimming (unless specified differently)		X
Shrubbery & Weeds		_____X
Security system repairs (IF installed)	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, Legacy Property Management will notify the tenant via email and place the charge to your tenant portal. 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 quarter. (We show you how to do this at the Move IN). Filters are provided and left next to the furnace at your move in. If you want to improve the air quality even more, you are welcome to change out monthly by purchasing additional filters. Failing to do this will likely increase your utility bills.

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 tenant be present for all actions inside the home. We will attempt to contact the tenant to schedule an appointment for all actions to include walk thru 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 to access the home at anytime, but we prefer to respect the tenants right to a secure environment and will always attempt to schedule access at least 24 hours in advance. We will EMAIL 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 tenant is designed to document the condition of the property at the time 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 damages. You will be invited via Text and Email to load (for free) the MYWALKTHRU app. The app allows tenants to document the property with photos for 3 days beginning at the move in date. You are required to submit this within the 3 days or the app will lock you out. We are NOT able to reset this so ensure you move in documentation is done in a timely fashion.

C. Lease Renewals (30 to 90 days out)

You are required to provide notice, in writing, to our office at least 60 days prior to the termination of your lease. If your intention is to renew, the property manager will discuss with the Owner(s) and provide the condition of the new lease. All renewals will be a new lease and such will have new lease terms.

When your lease renews, there is a \$75 renewal fee charged to the tenant. This is meant to cover the administrative actions in putting all terms in writing, getting signatures, and closing the loop in securing the renewal. This fee will be posted to your portal for payment.

Rent Increase and Renewal Process

In the renewal stage of the lease, the property manager will extend a lease renewal at a certain increased rent rate. We strive to maintain good relationships with tenants and conduct business fairly on the lease rate. Tenants 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. We attempt to accomplish all lease renewals before the 30 day termination date. ***Keep in mind, that how the tenant has conducted themselves***

during their tenancy will reflect come renewal time.

D. Notices to Vacate must be in writing per the lease agreement and at least 60 days prior to termination. Email is safe or via your tenant portal is best. Property Managers will notify of you of the move out process (also information with cleaning checklists and video on our website). [LINK TO MOVE OUT INFO](#)

E. 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. The Lease does not allow for subletting. Company written approval is required and only under very special circumstances. Fines for violations are stiff. We need to approve all adult residents living in the property. If one of the current tenants or occupants on the lease needs to move out, coordinate this action with Legacy Property Management . Do NOT sublet to another tenant. We have a procedure to add a renter to the lease. Contact us first!

F. Special Accommodation/Lease Change Request

Should a change in tenants be necessary, CONTACT Legacy Property Management. We will do our best to accommodate such changes but there is a \$249 fee to process the request and is due at the time of request. In addition, under no circumstances will the Security Deposit for the property be altered with a change of roommates living in home. A “RoomMate Change Addendum” will be required to be signed by ALL parties, current and future.

G. Early Termination – Para 18 of the Lease

This Paragraph will offer more explanation to Paragraph 18 of the Colorado lease agreement. In Paragraph 18, there is a clause that will allow a current tenant wishing to terminate the lease early to take the below steps..

- 1. Pay the Lease Break Fee through your Portal listed in Box 9.** This amount **MUST** be paid up front to the property manager. This fee, specified in your lease, 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 tenant requesting to break the lease agreement early. Payment can be made through the tenant portal. No action will be taken to begin to market the home until this payment is made.
- 2. Assist with all showings.** It is in the outgoing tenant'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.
- 3. Continue to pay rent.** You are obligated to pay rent until a new qualified tenant is placed. Please do this through your tenant portal.
- 4. New Tenant Applies.** The property manager may be in contact with the outgoing tenant to verify move out dates, or to propose a plan for move out 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 tenants lease can be terminated early. **NOTE:** You are responsible to pay rent up to the date of the move in for the new tenant.
- 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 reconciliation

process will be per the lease agreement of up to 60 days.

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

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 within 60 days as dictated by the lease.

H. Lawn Care

In most circumstances, the tenant 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 tenant and Legacy Property Management that the landlord will maintain the yard. Refer to the lease as to who has responsibilities for the lawn care.

If the tenant would like to request that Legacy Property Management maintain the yard, this can be arranged. The cost involved will usually be added into the lease agreement raising the monthly rent anywhere from \$100 to \$250 per month depending on the size of yard.

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.

Tenants will receive an \$85 charge for any non-complaint letters from the local HOA regarding any lawn maintenance issues.

I. Pest Control

The tenant is responsible for their own 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.

J. Contact with the Owner

Legacy 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 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. You may be allowed pets if you provide the proper registration through our link on our website at [Petscreening.com](https://petscreening.com)

If your pet(s) is approved, there will be an additional pet rent of

\$25/month per pet added to your rent. In addition, a Non-Refundable Pet Fee will be required per pet based on the screening rating we received from Petscreening.com.

If you bring in an unauthorized pet, no matter who the pet belongs to, no matter how long they have been there, we assume you had it the day you moved in and you will pay penalties and daily rates.

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 within 15 feet/or in every bedroom to comply with the Colorado Property Code. 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 batteries.

C. Renter's Insurance

All leases mandate Tenant Liability Insurance of \$300,000 for most single family homes and \$100,000 for Condos. Legacy Property Management must be named as an insured on the policy with our email of info@legacypmco.com This is required before or at time of move in.

D. Property Visits

It is the policy of Legacy Property Management to have a mid-lease property walk by a third party company. 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 60 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** You must make sure 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 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. We do offer a free concierge service that can assist you with utility set up as well.
- 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, you will be faced with charges for us to return to property when light and utilities are back on.

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 and/or rules and regulations your property manager will send you to get familiar with the rules in the community.

If an owner is charged any sort of fine for any violation, the tenant will ultimately be charged for that plus an administrative penalty (\$85/incident) from Legacy Property Management

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 tenant 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 tenant is not maintaining the yard at all.

If Legacy Property Management receives a letter from an owner, who has received a letter from their HOA – **we will charge the tenant \$85** regardless of what the letter is for and even if the tenant 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, Legacy

Property Management 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.

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

Most of the time we will 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 the only access to mail in that box.

E. Parking for Boats, Trailers, and R V's

One of the biggest complaints coming out of the HOA's 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 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 tenants 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 tenant \$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

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.

Showing Instructions and Move-Out Procedures

Your lease agreement authorizes Legacy Property Management to show the property for rent the last 45 days of your lease. We will place a sign in the yard, and place a key box on the property to begin showing the property to prospective tenants.

YOU DO NOT HAVE TO BE PRESENT AT TIME OF SHOWING!

A key box is a locked container in which a key to the property is placed. The key box can be opened with a special combination specific only to that particular key box, with the codes guarded by our staff and our security measures. This will allow only licensed Realtors from Legacy Property Manager or other real estate companies to gain access to the property for a showing.

You may withdraw your authorization to allow a key box on the property by providing written notice to Legacy Property Management and by paying the Landlord a fee of one(1) month's rent as consideration for the withdrawal. Legacy Property Management will remove the key box after receipt of the notice, along with the required fee. Removal of the key box DOES NOT alleviate your obligation to make the property available for showings.

Legacy Property Management may still show the property at reasonable times to prospective tenants. (Paragraph 33 – lease agreement)

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

We use Tenant Turner to notify you of showings and to record who is showing the property and the approximate time they are showing it. Tenant Turner will send you a text of each showing.

Tenant Turner(TT) will text the phone number that you have on file with the office to notify you of the approximate time when the agent will be showing the property. If you would like TT to contact you at another number, please call us immediately so we can properly notate it in our records.

Tenant Turner will document if you deny or cancel a showing.

There is a \$85 fee for each denied, canceled showing, or if the property is unable to be accessed for showings.

Do not lock the keyless deadbolt on the front door. If there is a security system, call our office to confirm that we have the correct security code.

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

Tenants will be charged trip charges or even lose their deposit if they prevent or prohibit showings.

Do not allow any prospective residents in your home unless they are accompanied by their real estate agent, or a licensed property manager from Legacy 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. 720.445.9515.

MOVE-OUT PROCEDURES

Now that you are moving out, your lease agreement requires that you leave the property in a clean and undamaged condition. We have every intention of returning 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, Legacy Property Management has 60 days to return your security deposit. Security deposits will be mailed to the forwarding address left with the office or last known property address within 60 days after the move-out inspection.
2. Paragraph 10 of your lease requires you to Professional House Clean and Carpet Clean (if applicable) and present receipts at the move out. There is a [cleaning checklist](#) on our website to assist with this. If we find the property is not to our standard, Legacy Property Management reserves the right to call in our cleaning crews and spot clean and reconcile against your security deposit.
3. Cooperate with showings of the property for sale or rent, keeping the home in a presentable condition. Your lease agreement authorizes us to place a keybox on the home, containing a key to show the property, during the last 45 days of your lease or at any time the Landlord lists the property for sale. You may withdraw the authorization to place a keybox on the property by providing written notice and paying 1 month's rent as consideration for the withdrawal. Landlord will remove the keybox within a reasonable time after receipt of the notice of withdrawal and payment of the required fee.

If agents are denied access or are not able to access the property because of tenant's failure to make the property accessible, tenant

will be charged a trip charge of \$85.00.

Failure to allow reasonable showings during the final 45 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 MOVEOUT

1. You must provide the office a complete Forwarding Address.
2. All Keys, Garage Door Openers and Gate Remotes, Etc. must be turned in by the expiration date of the lease agreement, or pro-rated rent will be charged daily until they are turned in. Post Office keys: If mailbox keys were originally issued by the Post Office, should be turned in to the Post Office with a change of address notice.
3. We will conduct a final move-out inspection after all furnishings have been removed and all CLEANING accomplished and the keys are turned over to Legacy Property Management to document the condition that you leave the property

The property manager will compare the move-in pictures with the move-out pictures along with your move-in check condition report, 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 do move out inspections with tenants present in the property. Remember the property manager will pick up keys, understand any concerns in the home and lock the property for an inspection to be done by our inspectors.

4. Utilities must be on during the inspection. If the Utilities are not on for the move-out inspection, tenants will be charged a \$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).

The following suggestions & helpful reminders are listed to ensure the maximum return of your security deposit. Also here are some helpful reminders of items that many people overlook or forget upon vacating. Please use this checklist as a guideline.

The condition of the property will be evaluated according to, but not limited to, the following:

INSIDE:

1. All personal belongings must be removed from the premises.
2. **PAINTING:** Please remove all nails – **DO NOT PATCH, SPACKLE OR SPOT PAINT NAIL HOLES**, or touch up paint without approval. If you paint & it does not match or if you do a poor job of filling holes, you will be charged for necessary painting to match the existing paint or to redo spackling. Charges for painting depend on length of time in the property and whether it exceeds normal wear & tear.
3. **CARPET CLEANING: Tenants are required to have the carpets PROFESSIONALLY CLEANED at the time of move-out.** This must be done after you have completely removed all your belongings and vacated the property. A receipt from a professional carpet cleaning company must be provided to us when you turn in your keys. **DO NOT** rent machines from a store or use home cleaning machines. Only professional cleaning is acceptable.

Be sure to have any spot treatments or pet treatments done as needed. If any Odors or Pet Odors re-surfaces after you have vacated the property, the tenant will be responsible for charges incurred to remove the odor. If the cleaning is not done to our

satisfaction, tenants will be charged for any additional expense.

4. **HOUSE CLEANING Tenants are required to have the HOUSE PROFESSIONALLY CLEANED at the time of move-out.**
5. **FIREPLACE & CHIMNEY CLEANING. Tenants are required to have all wood burning fireplaces and Chimney PROFESSIONALLY CLEANED at the time of move-out.**
6. Smoke alarms must be operative. Replace batteries as necessary
7. Be sure garbage disposal is clean and free of debris. (Do not use fingers to check) Return/replace sink stoppers.

Do not use scouring power to clean acrylic or fiberglass tubs. It will ruin the finish

OUTSIDE:

1. Lawns must be neatly mowed and edged, trees and shrubs trimmed or pruned, yard watered and all trash and debris removed.
2. Any animal droppings are to be picked up and disposed of.
3. All trash and garbage must be removed from the premises (including curbside). If you have trash that exceeds the normal pickup, you are to arrange to have it hauled away.
4. Replace damaged screens and windows.
5. Walkways, driveways, patios and garage floors must be cleaned and free of oil, grease and other debris.
6. Clean outdoor light globe(s), replace burned out or missing light bulbs.

In our experience, after the work and stress of moving out, tenants may be too tired to clean the house. We recommend to tenants to allow us to clean the home – **see Legacy Property Management Cleaning Service Offerings** .(This will not cover outside lawn issues)

Cleaning Services -

After many requests from outgoing tenants and owners, Legacy Property Management can offer a flat-rate cleaning service for the homes that we manage. This service is offered to both tenants and owners and will include maid service, and professional carpet cleaning.

For a flat fee, Legacy Property Management will provide the following cleaning services:

- Top to bottom – “hotel ready” maid service
 - Clean all bathrooms
 - Clean kitchen – stove, microwave, counters, refrigerator
 - Wipe down all blinds, ceiling fans, bannisters, light fixtures
 - Sweep and mop all hard surfaces
 - Remove minor trash
 - (Excessive trash removal will incur additional fees)
 - Sweep off any exterior living spaces – front and back porches
- Professional Carpet Cleaning – entire home
 - Steam Clean all carpets in the home

NOTE: Spot and Stain Treatment MAY BE EXTRA.

This service is not a money making effort by Legacy Property Management. It is offered to ensure that the home is getting cleaned, and that we will be held accountable. Too many problems have occurred in the past when tenants claim they clean the home – and we have to re-clean it on their behalf. Or, the owner has left the home in “clean” condition, only to find that the tenant is very displeased with the move in condition. Everyone has a different level of clean, but in the end, it’s on Legacy Property Management to deal with an unclean home. We encourage all owners and tenants to take advantage of this program.

OUTGOING TENANTS: This fee CANNOT be taken out of the security deposit and will need to be paid for up front.

If you hire a professional cleaning service you should provide them a list of what we expect, and ensure they complete the work. Hiring a professional cleaning service (maid service) will not guarantee the home is clean.

Please follow the above instructions carefully. If the house does not meet the prerequisites after the inspection, applicable charges will be made with no exceptions.

Tenants are not permitted back on the property after vacating.

Upon leaving, please be sure to fully secure the property by locking all windows and doors. Do not lock the Keyless Deadbolts!!!

Rental Verifications:

We often receive requests from mortgage companies and other landlords wanting a rental verification of a tenant's rental history. Usually they want this information filled out and returned to them immediately. We are happy to comply; however, we require a \$25.00 processing fee in order to cover the costs and time associated in performing this service.

Frequently Asked Questions:

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.

Why is there a lockbox on my door?

The lease gives us the right to market the property during the last 45 days of your stay. We will install a lockbox and put a sign in the yard. Legacy Property Management will do the best to alert you of showings with a 16 – 24 hour lead time. If you resist this and try to prevent showings as described in the lease, you will forfeit your security deposit so cooperation is imperative for a smooth transition.

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 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 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.

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!

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

No. Once we have completed the move-out inspection, you will not be allowed to return to the property. Complete all cleaning and repairs prior to 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 or it will be mailed to the last known address (property address) and likely forwarded if you have had your mail forwarded. This is a state law.

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.

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. Move-Out Inspections are scheduled Monday through Friday between 9 AM and 4 PM, not on holidays or weekends.

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 cleaning receipts must be provided at 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 Residents. State Law mandates Legacy Property Management will disburse one check to all Residents on the lease.

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 Legacy Property Management 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.

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 Legacy Property Management, 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.

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

You must make arrangements to settle up your account within 45 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.

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

You're still under the lease and rent is due at the **HOLDOVER RATE** of 110%. 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 be slow to enter the property and remove your personal items. Keep in mind, it is likely there are new tenants moving in very quickly after your departure so delaying move out could result in penalties. If you do not notify us of your change in move-out date, you will incur a \$85.00 Trip charge. Please be sure to keep us informed so we know when you are completely out and can take over the property. Your rent stops when we do the move-out inspection, so let us know when you are out.

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 tenant 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 Legacy Property Management in writing of this and provide us a copy of the keys. If we are required to unlock door during normal operating hours, you will be assessed a \$200 open door fee per your lease.

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.

Buying a Home

The Home You're Renting

Legacy Property Management 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.

A Home Outside

Legacy Property Management also has a real estate arm with experienced licensed Colorado realtors. In Colorado, 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 Legacy Property Management managed property. We have several real estate agents that cover the Denver metro area willing to walk you through the purchase process. Often talking to a qualified lender first, is necessary in our market and we can provide some trusted lender partners to you. 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.

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