

# **RESIDENT MANUAL**

CREATING EXCEPTIONAL EXPERIENCES BY RAISING THE STANDARDS OF SERVICE IN THE PROPERTY MANAGEMENT INDUSTRY









REAL Property Management - Viking www.rpmviking.com (612) 230-3953



## **TENANT MANUAL, RULES,**

### and MAINTENANCE GUIDE

221201

Read this document completely as it is part of your Lease and you are required to adhere to everything contained herein. If you make payments on the online portal, you agree to the items in this document.



XPACE, LLC d/b/a Real Property Management Viking ("RPMV")

> 1213 Mainstreet Hopkins, MN 55343

Phone: (612) 915-0100

Email: answers@rpmviking.com

www.RPMViking.com

THESE RULES ARE UPDATED FROM TIME TO TIME AND A CURRENT COPY CAN BE REQUESTED FROM ANSWERS@RPMVIKING.COM



# Welcome!

It is a pleasure to welcome you as our resident. We believe that a good Landlord-Tenant relationship is important to your enjoyment of the home you are renting. Positive Landlord-Tenant relationships are created by clear communication. This is always our goal!

Your home is managed by a professional team dedicated to the satisfaction of our residents and Landlords. We will do our very best to assist you.

As Property Manager for Landlords of rental properties we are bound to certain responsibilities by legal contracts with our Landlords and with our Tenants. We can best serve both Tenants and Landlords by offering prompt and professional services to you.

As a professional property management company, we are committed to following all laws and the long-term preservation and enhancement of our residential properties.

We value your opinion and work hard to provide you with a pleasant place to live. If you should ever have any need regarding your home, please contact us. As Tenants, you must comply with your Lease, including these Rules—please familiarize yourself with them.





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#### 1. GENERAL CONDITIONS

# In case of fire or gas odor, vacate the building and call 911. Once everyone is safe, call the RPMV Office as soon as possible.

In the event of a conflict with these Rules, the Property Specific Rules, or any Common Interest Community ("CIC") rules and regulations, the CIC rules shall apply first, the Lease Terms shall apply next, the Property Specific Rules shall apply third, and these Rules shall apply fourth.

OFFICE HOURS (BY APPOINTMENT ONLY)

Monday – Friday 9:00 AM to 5:00 PM Phone: (612) 915-0100 Email: <u>answers@rpmviking.com</u>

Our office is closed on weekends and most holidays. Should a serious maintenance problem arise when the Office is closed, we have an after-hours emergency service staff tied to the main Office line to address your emergency.

#### TENANT PORTAL AND WEBSITE

When you applied for your lease or were invited to use the portal, you were provided credentials for your tenant portal. You may also download our smartphone app from the portal. Among other items, the following are available on the Tenant Portal located at www.RPMViking.com/tenants

✓ Rent Payment

- ✓ Notice to Vacate
- ✓ Move-Out Procedures

- ✓ Lease Documents
- ✓ Maintenance Request
- ✓ Insurance Purchase
   ✓ Tenant Contact Information
- Property Details
- Other information may be requested at answers@rpmviking.com

#### TENANT CONTACT INFORMATION

You are required to provide RPMV with your work and home or cell telephone numbers (including at least one with voicemail) and one valid unique email address, and you must notify the Office IMMEDIATELY of any changes in those numbers or email address. While we promise to respond to your requests promptly, we ask the same from our Tenants.

#### AGENCY RELATIONSHIP WITH LANDLORD

RPMV is acting as a general agent for the Landlord of the property. This means that we can bind the Landlord by contract, but it also means that we are always bound to act in the Landlord's best interest. **RPMV cannot guarantee that the Landlord will perform its obligations under your Lease.** 

#### LANDLORD AND TENANTS RIGHTS AND RESPONSIBILITIES UNDER MINNESOTA LAW

Please see <u>https://www.ag.state.mn.us/Brochures/pubLandlordTenants.pdf</u> or call (800) 657-3787 to receive a copy of "Landlords and Tenants Rights and Responsibilities"

#### LOCAL ORDINANCES

If local or state ordinances or laws conflict with these rules or the lease, the local or state ordinance and laws supersede these Rules. Tenants shall follow all laws and ordinances.



#### **RETURNED CHECKS**

The consequences of a rent check being returned for non-sufficient funds (NSF) are costly. After receiving an NSF check, RPMV will no longer accept your ACH, or eCheck for payments of future rents or fees. If your rent check comes back NSF, it is as if the rent has never been paid. At that point, you will be charged: a) an NSF Fee, b) the late charges, and c) the Notice Fee contained in your Lease. Once we have informed you that your check was returned NSF, you have 24 hours to make your NSF check good with a USPS money order or cashier's check DELIVERED TO OUR OFFICE. Failure to do so will leave us no option but to deliver a "Notice to Pay or Vacate", which is an eviction notice demanding that you pay immediately or move. We realize that at times an NSF check is the result of a bank error. If this is the case, you must provide us with a letter from your bank stating it was their error for us to continue to accept payment from your personal account. All Fees shall still apply. NSF checks will not be re-deposited.

#### COMMON INTEREST COMMUNITY OWNERS ASSOCIATIONS (CIC)

**READ THE CIC DOCUMENTS PRIOR TO SIGNING THIS LEASE.** If you are renting a property in a deed restricted or CIC governed community, you are required to abide by the applicable Covenants, Conditions, & Restrictions (CC&Rs) and Rules and Regulations (R&Rs).

- ✓ Understand what you can and cannot do within the CC&Rs and R&Rs along with your Lease.
- ✓ Review the CC&Rs and R&Rs and understand what the possible repercussions and or fines could be.
- ✓ CIC governed communities' rules and regulations can be strictly enforced.

#### BILLING FOR REPAIRS, FEES, AND LATE CHARGES

**RPMV will deduct any amount that is owed first from the next regular monthly rent payment.** If there are insufficient funds in your account, or if Late Fees, Fees or other charges are not paid, this will cause Tenant to be delinquent in payment of the Rent. If this occurs, RPMV must proceed with our standard collection action by delivering a Notice to Pay or Quit (Vacate), which becomes an additional expense to Tenant. <u>To prevent additional expenses to Tenant, please pay Rent and non-rent charges on a timely basis.</u>

#### EARLY TERMINATION OF LEASE

As Property Manager for the Premises, our primary responsibility is always to act in Landlord's best interest. However, we realize that extenuating circumstances may prevent a resident from fulfilling the term of their lease. If Tenant is not able to fulfill the term of their Lease, please contact the RPMV immediately to discuss the situation. Note that your Lease may have provisions that address this matter, however, if Tenant requests to move out early and the requested date is mid-month, unless otherwise agreed to in writing Tenant shall pay the full month rent with no refund for partial months until the tenant actually vacates. All costs for remarketing and unpaid rents shall be the responsibility of Tenant.

#### PACKAGE ACCEPTANCE

If Tenant has packages delivered to the Premises at any time, Tenant assumes all responsibility for the safekeeping of the package. Landlord is authorized to refuse delivery of any package. Mail or packages delivered after Tenant has vacated the Premises, will be marked "Returned to Sender" or "Forward" and rerouted back to the carrier.

#### **EVICTION NOTICES**

Rent is always due on the first day of the month. Some leases may contain "grace periods" related to late fees, but that does not change the rent due date of the 1<sup>st</sup> of the month. If the rent payment is not received by 3:00pm on the 3<sup>rd</sup> day of the month (unless otherwise stated in your lease), Tenant will be served a Notice to Pay or Quit (NTQ) subject to local ordinances. *Tenants will NOT receive a phone call or other reminder if their rent is late*. If the rent, all late charges and Legal Notice fee charged are not received in the Office within 14 days (or as allowed under local ordinance) after receiving the NTQ, we will start an Eviction Action as provided under the law. In that case, Tenant will be served a notice informing them of the court date to appear before a judge. If Landlord or RPMV must appear in court for an Eviction Action or like suit, Tenant will incur additional charges to cover such costs as provided under law.





#### LEASE EXPIRATION

At least 60 days prior to your Lease expiring, you may receive a notice from us outlining the provisions of your Lease renewal. If a renewal lease is not offered or not signed before two months prior to lease end, public showing will begin. **Please find Notice to Vacate Form on the tenant portal on our website.** Your lease allows us, at any time, to install a lock box and a sign on the property and to begin showing the property to prospective tenants. **Failure to allow reasonable showings to prospective tenants or buyers during this period constitutes a default of your Lease and the security deposit may be forfeited**. We will provide proper notice prior to showing your home. **Do not allow any prospective tenants to enter your home unless accompanied by a licensed real estate agent**.

#### 2. MOVE-IN, RECEIVING KEYS, AND ACCEPTANCE OF THE PREMISES

#### ACCEPTANCE OF THE PREMISES

Tenant accepts the property in its present condition subject to MN §504b.381 ("AS-IS") upon receipt of the keys or door codes to the Premises if the present condition would not materially affect the health or safety of an ordinary tenant. No additional cosmetic touches, updates, cleaning, or repairs will be done after move-in unless otherwise agreed to by the Landlord in writing. The tenant had an opportunity to view the property in its current condition prior to move-in and had an opportunity to request tenant improvements prior to signing the lease. Therefore, any tenant improvements or services shall not be required to be performed by the Landlord.

#### UTILITIES

Contact utility providers to set up utilities for all Tenant Utilities required in your Lease such as gas, water, electricity, and trash disposal. Failure to set up utilities prior to taking possession shall result in a Utility Accounting Service charge.

#### ITEMS DUE AT LEASE START

In order to receive keys and occupancy, the following must be received by RPMV:

- Three separate payments must be received prior to receiving your access. These payments are:
  - 1) One full month Rent;
  - 2) Administrative Charges and Pet related Charges; and,
  - 3) Security Deposits.

These payments shall be paid through the AppFolio or Obligo payment system as directed. If RPMV allows payment outside of the AppFolio system, cashiers' checks or USPS money orders are the only payment method accepted. Note, as stipulated in your Lease, If the Lease Start Date is other than the 1st of the month, Tenant shall pay one month rent upon lease signing and the pro-rated rent shall be due on the 1<sup>st</sup> day of the following month.

- Fully executed Lease
  - Required additional security instrument such as Surety Bond if required
  - Contact information, evidence of utility cutover, animal profile.

#### MOVE-IN INSPECTION REPORT

At your Lease Start Date, you will be provided with a Move-in Inspection Report from our partner zInspector.com which contains photos and descriptions of existing conditions for you to review and sign. If you do not receive this report, contact the RPMV Office. This document is designed to protect your security deposit in accordance with Minnesota §504b.182. To ensure that you are not charged for any damage, condition, or stains that exist when you take possession of the property, it is very important that you provide RPMV with a detailed list of discrepancies. Complete your inspection form, retain a copy for your files and submit using the smartphone app. If you are not able to use the smartphone app, document for your own records anything you discover that you may want to use to illustrate such conditions.





Tenant is responsible for signing and returning the inspection form/report within fourteen (14) days after occupancy. After that time, if not returned, it will be understood that there are no discrepancies. THE INSPECTION FORM IS NOT A REQUEST FOR REPAIRS AND ANY DEFECTS NOTED WILL NOT BE CONSIDERED FOR REPAIR UNLESS A SERVICE REQUEST IS FORMALLY SUBMITTED OR THE ISSUE IS DEEMED A HABITIBILITY ISSUE. If needed, a separate written request for specific repairs must be submitted. Cosmetic repairs may not be completed unless separately negotiated; rather only those repairs that we deem required or are required under the law will be completed. Required repairs are those that affect your health or safety and will be made as quickly as possible.

#### **STORAGE OPTION**

If vacating Tenant has left items at the Premises, Landlord has the option to store such items at the Premises for a maximum of 28 days in accordance with the law and vacating Tenant shall pay Landlord \$14 per day for such storage. If a prior tenant's personal property has been left at the Premises, Landlord shall remove such property within 28 days following the Lease Start Date of the incoming Tenant.

3. MOVE-OUT PROCEDURES

#### NOTICE TO VACATE

Complete this form: https://fs3.formsite.com/QVURBc/wdqj6pasbi/index

#### **UNIT SHOWINGS**

At any time prior to the Lease End Date, we may begin marketing the property for rent. Upon proper notice, your rental unit must be in Showing Condition. Showing Condition is defined as:

<u>ALL ROOMS</u>: Fully accessible. No clothing, trash or debris on floors or strewn about; personal items, toys, games, placed in closets or drawers; clothes, blankets, folded and stored; beds made up and rooms organized.

<u>BATHROOMS</u>: Towels folded and stored; no clothes or other personal items on floor; tubs, showers, floors, mirrors, and vanity clean.

<u>KITCHEN</u>: countertops cleaned; dishes clean and put away in cabinets; towels, food, and other items stored; floors cleaned.

<u>APPLIANCES</u>: Interior and exterior of appliances are clean.

EXTERIOR (Including Garage): Toys and bikes stored away, lawn maintained as agreed in lease, garage clean and organized.

#### TENANT CHARGES AND SECURITY DEPOSITS

Minnesota statute provides the standard for returning the Security Deposit and assessing charges to the residents. There are only two lawful purposes for the Security Deposit:

- (1) to remedy tenant defaults in the payment of rent or of other funds due to the landlord pursuant to an agreement; or
- (2) to restore the premises to their condition at the commencement of the tenancy, ordinary wear and tear excepted.

#### Abandonment of Property

Every now and then, we find a property abandoned. Usually, we discover it when rent has not been paid, a notice arrives from the utility, or the tenants are unresponsive. Often the utilities are off and there's personal property left behind. When this happens, we will have the utilities turned on in the Owner's name until a replacement tenant is found. Tenants have





rights under the law, so under no circumstances can we dispose of the abandoned property without complying with the law. Costs for storage of abandoned property shall be charged to the Owner, unless recovered from the Tenant under the law.

During the Move-Out Once the Tenants have surrendered the property, we will:

- 1) Secure the property and change the locks/codes;
- 2) Perform a Move-out inspection;
- 3) Perform all repairs as provided for herein or in the Management Agreement;
- 4) Bring the property back to the condition listed in our Painting Specification;
- 5) Bring the property back to the condition listed in our Cleaning Specification;
- 6) Analyze the condition and assess charges to the Tenant;
- 7) Reconcile the Security Deposit/Instrument and settle all charges in accordance with the law and as listed below.

This link provides a description of the Statute and what is considered Ordinary Wear and Tear

#### NORMAL WEAR AND TEAR

Landlord Tenant Laws prevent landlords from charging renters for "normal wear and tear" at the move-out including normal wear and tear by animals. The following is a list of items typically attributable to routine use or "normal wear and tear" and items typically attributable to "tenant damage", however, this is not a complete list.

#### TYPICAL NORMAL WEAR AND TEAR

- · Fading, peeling, chipped, or cracked paint. Slightly torn or faded wallpaper
- Scuffed Walls
- Small (less than the size of a nickel) chips in plaster or drywall
- Small Nail holes (1/8" or less), pin holes, or settling cracks in walls
- Door sticking from humidity
- Worn finishes on bathroom fixtures (not due to abrasive cleaners)
- Loose doorknobs and window hardware
- · Cracked windowpane from faulty foundation or building settling
- Floors needing coat of varnish, or minor scratches (not caused by animals)
- Carpet faded or worn thin from walking
- Clogged pipes due to age
- Loose grouting and bathroom tiles
- · Worn or scratched enamel in old bathtubs, sinks, or toilets, not including chips
- Rusty shower rod or towel holders
- Partially clogged sinks caused by aging pipes
- Dirty or faded lamp or window shades
- Broken plastic window blinds.

#### TYPICAL ITEMS NOT CONSIDERED WEAR AND TEAR (not a complete list)

- Gaping holes in walls or plaster caused by force
- Drawings, market or crayon markings, adhesives on surfaces, or wallpaper that owner did not approve
- Seriously damaged or ruined wallpaper, paint, or other surfaces
- Chipped, long or deep scratches, stained, water damage or soiled wood floors or cabinets
- Doors ripped off hinges, broken door jambs, torn screens
- · Holes in trim, floors, or any other surface other than picture hanging nails in walls
- Broken windows, screens, or doors
- Odors caused by cooking, animals, rodents, humans, neglect, spoilage, decay or other causes by tenants.
- · Missing fixtures or Owner's Personal Property
- · Holes in ceiling or walls from removed furnishings, fixtures or TV mounts
- Holes, stains, urine, feces, or burns in carpet or pads
- Missing or cracked tiles
- Debris left in wood burning fireplace
- Calcium Buildup on faucets/fixtures when a water softener is present.
- · Chipped and broken enamel in bathtubs and sinks





- Clogged or damaged toilet from improper use
- Missing, bent, or broke shower rods, doors, or fixtures
- Fixtures or appliances damaged from hard water minerals when a water softener is present.
- Torn, stained, or missing window shades/blinds
- Cracked or chipped glass range top or door
- Missing accessories for appliances or equipment
- Mold or water damage caused by neglect of residents
- Damage to flooring or trim other than wear.

# The current actual cost to repair or replace (on a depreciated basis) shall be charged for damage. More specifically, the following is a specific list of Items and how the costs shall be assessed:

#### Damaged Appliances

Under Federal Housing law, most appliances must be depreciated using a useful life of 10-20 years. That said, our policy for assessing tenants for Tenant caused damage to these items is the following:

- 1) Useful Life:
  - a. 5 Years Microwaves
  - b. 10 Years Washers, Dryers, Refrigerators & dishwashers
  - c. 20 Years Ranges, Ovens & Cooktops
- 2) If appliances are damaged by the tenants, charges will be depreciated based on the useful life above.
- 3) The Owner shall provide evidence of the installation date or the manufactured date, and if no evidence exists, it shall be assumed to be 100% depreciated.
- 4) Age shall be based on the installation/manufactured date through the Lease End Date.
- 5) If the appliance can be repaired, the current cost to repair shall be assessed.
- 6) If the appliance cannot be repaired or parts are unavailable, the depreciated cost of a like kind replacement shall be assessed.

#### Damaged Blinds, Shades, Screens

Under Federal Housing law, blinds, shades, and screens must be depreciated using a useful life of 3 years. That said, our policy for assessing tenants for Tenant caused damage to these items is the following:

- 1) If blinds exist and are damaged by the tenants, charges will be depreciated based on a 3-year useful life.
- 2) The Owner shall provide evidence of the installation date, and if no evidence exists, it shall be assumed to be 3 years old (100% depreciated).
- 3) Age shall be based on the installation date through the Lease End Date.

#### Damaged Walls/Paint

Upon the end of your tenancy, remove all picture hangers in walls. Do not fill holes or touch up paint damage caused by hanging pictures or other items. If Tenant paints and it does not match, Tenant will be charged for all necessary corrections and repainting. If Tenant attempts to do the touch-up paint and it does not match, then it could result in doing a full paint of the wall (edge to edge, corner to corner) for which you will be charged a minimum of \$4.00 per square foot. No more than 4 holes 1/8" or smaller in a wall from proper picture hangers are generally considered ordinary wear and tear, HOWEVER, large nails, screws, adhesives, or other fasteners (such as molly bolts, wall anchors, etc) in any surface are items needing additional repair are NOT considered ordinary wear and tear. If a TV mount was installed, under the law, that TV mount is considered a leasehold improvement and belongs to the landlord. If the mount is not complete with all components left, or if the TV mount is located in an unusual location not approved by the landlord, a charge to the Tenant will be assessed at the move-out to restore the damage to the wall.





Under Federal Housing law, paint must be depreciated using a useful life of 5-7 years. That said, our policy for assessing tenants for Tenant caused paint/wall damage is the following:

- 1) Paint shall first be depreciated with a 5-year schedule for Walls and 7-year schedule for enameled trim.
- 2) The Owner shall provide evidence of the painting date, and if no evidence exists, it shall be assumed to be 100% depreciated.
- 3) Age shall be based on the date fully painted through the Lease End Date.
- 4) Steps in assessing charges (beyond wear-and-tear) to tenants:
  - a. Can the surface be cleaned to remove marks?
    - i. If yes, the cost to clean shall be charged.
    - ii. If no, the following calculation shall be used:
      - 1. The actual cost to repair holes or remove adhesives shall be charged in full (not depreciated)
      - 2. 4 or fewer holes less than 1/8" on one wall, shall be considered wear-and-tear. Larger holes or more than 4 holes of any size shall require a corner-to-corner painting and be charged to the tenant on a depreciated basis, except patching work shall be charged in full.
      - 3. If markings such as crayon, magic markers, pen, spray paint, excessive soiling, drawings, or similar non-accidental damage exists, painting corner to corner shall be assessed to the tenant on a depreciated, except special preparation charges shall be charged in full.

#### Damaged Tiles, Countertops

Under Federal Housing law, tile and linoleum must be depreciated using a useful life of 5-7 years. That said, our policy for assessing tenants for tenant caused damage to tile and countertops is the following:

- 1) If tile or countertops are damaged by the tenants, charges will be depreciated based on a 6-year useful life.
- 2) The Owner shall provide evidence of the installation date, and if no evidence exists, it shall be assumed to be 6 years old (100% depreciated).
- 3) Age shall be based on the installation date to the Lease End Date.
- 4) Steps in assessing charges to tenants:
  - a. Can the item be repaired?
    - i. If yes, the current cost to repair shall be charged
    - ii. If no, the depreciated replacement cost of like kind material shall be used

#### Damaged Carpet & Manufactured Flooring Damage

Under Federal Housing law, carpet must be depreciated using a useful life of 5-7 years. That said, our policy for assessing tenants for tenant caused carpet damage is the following:

- 1) All carpet and manufactured flooring shall first be depreciated on a 6-year schedule.
- 2) The Owner shall provide evidence of the installation date, and if no evidence exists, it shall be assumed to be 6 years old (100% depreciated).
- 3) Age shall be based on the installation date through the Lease End Date.
- 4) Steps in assessing charges to tenants:
  - a. Can the flooring be repaired with no evidence of the repair/patch?
    - i. If yes, the cost of repairing or seamlessly patched shall be charged
    - ii. If no, the depreciated cost of a like kind material shall be charged
  - b. If Odors proliferate after cleaning, the remedy shall be a full carpet replacement (in the area affected) on a depreciated basis charged to the tenant.





#### Damaged Vintage Hardwood Flooring Damage

In Minnesota, landlords can charge tenants for damage to hardwood floors that exceeds normal wear and tear. This typically means damage beyond minor scratches, scuffs, or dents that occur with regular use. Severe damages like deep gouges, large holes, or water damage shall be charged to the tenant.

Our policy for assessing tenants for tenant caused damage to solid or vintage hardwood floors or architectural details is the following:

1) The actual cost of repairing the damage shall be charged to the Tenant.

#### CARPET CLEANING

Unless otherwise specified in the Lease, Tenants are required to have the carpets professionally cleaned by a truck mount company at the time of move-out if the soiling is beyond ordinary wear and tear, or if an animal was kept at the Premises.

A receipt from a professional carpet cleaning company (with sufficient detail to confirm ALL carpeted areas were cleaned and treatments for Urine and Feas) must be provided to us no later than the expiration of the Lease. If the cleaning is not done to the RPMV specifications or if a receipt is not provided by the lease expiration, the tenant will be charged for carpet cleaning. If we do not receive the receipt, we must assume the work was not performed and we need to have the carpets cleaned prior to the new tenancy.

If the carpet cleaning provided by the Tenant is not sufficient to remove the stains or odors, additional charges will be assessed to the Tenant as damage and the above charges shall apply.

Please contact RPMV for a reference list of carpet cleaning companies who guarantee compliance.

#### **MOVE-OUT CLEANING**

The terms of your lease will determine the extent to the level of cleaning at the end of your lease.

<u>If you prepaid for cleaning</u>, you only need to leave the property in "broom clean" condition at move out. Broom clean is a term which means you must remove all your possessions, trash, & debris, from the premises without overloading the trash bins. Any items left (including items left at the curb not properly contained in a trash cart), shall be charged to the tenants.

If you did not prepay for cleaning, you must return the property to the condition in which you took possession.

Clean the unit according to the Cleaning Instructions which were attached to your lease (or, if not, the instructions are contained herein). You are required to return the property in the same condition as you took possession; however, if you pre-paid cleaning, leave the property **"broom clean."** If you signed a lease with a landlord or property manager other than one represented by RPMV, you can request a copy of our Move-out and Cleaning Instructions from <u>answers@rpmviking.com</u>

In real estate, "broom clean" refers to the condition a property should be in when vacated, meaning it should be free of debris, personal items, and trash, with floors swept or vacuumed. It's a common standard in contracts for residential property sales and leases, ensuring the premises are ready for the next owner or tenant without the need for extensive cleaning. Here's a more detailed breakdown:

<u>REMOVAL OF PERSONAL PROPERTY</u>: This includes furniture, clothing, decorations, and any other items not part of the sale or lease agreement.

<u>SWEPT OR VACUUM FLOORS</u>: The property should be free of dust, dirt, and debris, typically accomplished with a broom or vacuum.

<u>READY FOR IMMEDIATE OCCUPANCY</u>: The property should be in a state where the new owner or tenant can move in without further cleaning, beyond routine maintenance.





<u>NOT DEEP CLEANING</u>: "Broom clean" doesn't require scrubbing or polishing, but it does mean a thorough removal of debris and leaving the space tidy.

#### **MOVE-OUT INSPECTION**

<u>The Final Inspection is performed after you have moved out of the Premises.</u> The premises are expected to be cleaned to the level required in your Lease and the law, these Rules, and to the satisfaction of RPMV. If the unit requires additional cleaning or repairs, the costs of those items, plus the labor/time to restore the property, shall be deducted from your security deposit and excess charges shall be sent to collections if not paid. If you would like to be referred to an approved cleaning service or carpet cleaning service, RPMV will be happy to provide you the contact information.

- ✓ The move-in inspection (if available) will be used as a reference at move-out.
- The person doing the move-out is only there to document the condition of the property and cannot advise if there are any charges because the Landlord is the only person who decides charges.
- The inspection involves both on-Premises and office work to determine cause. If Tenant is at the Premises during the Move-out inspection, nothing said at the inspection shall be considered when establishing charges to the Security <u>Deposit</u>.
- ✓ Move-out inspections will be performed on the first business day following move-out, between 10 a.m. and 4 p.m. If the property is not ready or available for inspection at the time of the inspection and the inspector is required to make another trip, you will be charged the Property Access Fee.
- Utilities (Gas, Electric, Water) must be active until the end of your Lease. You are required to prove that you have paid all municipal utilities through the Lease End Date.
- ✓ Tenants are not permitted back on the property after vacating.
- ✓ You will be provided with all evidence illustrating the damage resulting in tenant charges.

#### 4. RENT & FINANCIAL MATTERS

#### **RENT DUE**

- a. Rent is **DUE** on the 1<sup>st</sup> day of each month.
- b. Rent is **LATE** if not paid on the 1<sup>st</sup> day of each month.
- c. The **GRACE** period for the purpose of charging a LATE FEE ends at <u>3:00pm on the 3<sup>rd</sup> day</u> of the month, unless otherwise stated in your lease agreement.

#### LATE RENT

Your landlord is not a lending entity, nor in the business of providing housing without prompt payment. If the landlord does not receive Rent when due, the following will occur.

- a. At 3:00pm on the 3<sup>rd</sup> day of the month (or as otherwise stated in your lease), a Late Fee will be charged.
- b. On or about the 4<sup>th</sup> day of the month (or one business day after the grace period in your lease), a Notice to Pay or Quit/Vacate will be posted on your unit door and the cost of the service will be charged to you if your lease allows, and this charge is generally \$125. This notice may be for a period between 14 and 31 days, depending on the local and federal laws that apply.
- c. If you do not pay within this period of time, your landlord will file for an eviction. You will be served a summons for a court hearing; the judge will determine if you paid your rents; and if evicted; you will have to move out. If you do not move out, the county sheriff will arrive to remove you from the residence.





#### If you arrive at a place where you will not be able to pay rent on time, please review the following:

- a. <u>Immediately</u>, as soon as you discover you will not be able to pay rent on time, Contact the RPM office and ask to speak to a Property Manager. We have more options for those who are up-front with us and provide advance notice.
- b. While RPMV nor your Landlord will finance your late rent, we will provide you with resources to address your financial situation, such as:
  - ✓ <a>https://www.findhelp.org/</a>
  - https://www.bestegg.com/
  - ✓ <u>https://www.loannow.com/rent-assistance/</u>
  - ✓ Hennepin County housing assistance 612-767-9737
  - ✓ Ramsey County housing assistance 651-266-1050
  - ✓ Carver County housing assistance 952-442-4496
  - ✓ Anoka County housing assistance 763-324-1490
- c. Before we review a request for any accommodation, we require you to seek assistance from one of these resources (or similar), and provide us with evidence of application for assistance with an agency contact name and phone/email. If we receive such documentation, we will suspend the late fees until the matter is conclusive or resolved. However, we will continue to post the Notice to Pay or Quit in a timely manner to protect the rights of the landlord.

#### **UNPAID CHARGES**

Real Property Management submits all rent payments to the major credit reporting bureaus. We report both on-time and late payments. On-time payments can have a significant impact on improving your credit scores, and late payments can have a significant impact on lowering your scores.

If you vacate the property with unpaid charges, these charges will remain on your credit file until paid. If you want to clear your credit due, you must provide either a Cashier's Check or USPS Money Orders (we do not accept any other form of payment).

#### 5. GENERAL PROPERTY RULES

#### 1. WATER, GAS, AND ELECTRICITY DISCONNECTS

Tenants are required by your Lease to know the location and operation of the main water and gas shut-off valves and all electric breakers located inside your dwelling unit. Additionally, Tenants are responsible to know how to switch the gas, water main, and hose spigot valves and breakers off inside their unit, if needed, to prevent any potential damage to the property. Tenants are also responsible to know how to reset GFCI, ARC-FAULT, and breakers safely. Each Fall, prior to October 31, Tenant shall be responsible for shutting off hose spigot valves for their unit. If you do not know the location and use of these shut-offs, contact RPMV and we will locate them for you and train you in their use.

#### 2. FLAGS, WINDOW COVERINGS, AND SIGNS

United States flags are allowed outside but must be flown in accordance with Title 4 of the United States Code. No other flags or signs are allowed to be flown or displayed outside or in a window. All window coverings shall be consistent with the characteristics of the Premises (in the sole discretion of Landlord), and no sheets, paper, or other materials be used to cover windows other than those designed as window coverings. Blinds may be present on the windows when you take possession, however, they are limited in their useful life and if they fail or are damaged at any time, they may not be repaired or replaced by





the Landlord. Tenant may use existing wall brackets for window coverings, but not add new brackets, except for KwikHang brackets as described herein (See Kwik Hang video <u>https://www.youtube.com/watch?v=syxKD38Eu8w</u>)

#### 3. GARBAGE AND RECYLING CARTS/CANS

Except for the evening before the collection day and until collection, all garbage, organic waste, and recycling material, carts, and/or containers shall be kept inside the garage or in the designated location determined by the Landlord. Tenant shall understand and obey all rules of the City or trash hauler and shall pay any fines related to non-compliance. Tenants shall place all trash and recycling materials in the designated containers.

- ✓ Toxic waste such as oil, antifreeze, fluorescent bulbs, paint, electronics, batteries and solvents must be disposed of in accordance with the rules and regulations set forth by the city/county.
- ✓ Garbage must be placed in proper containers in accordance with city and/or county ordinance.
- ✓ Garbage cans and recycling bins must be stored out of sight to the public when not set out on pick-up day.

#### 4. USE OF ATTIC

Attic spaces are not living spaces and therefore, Tenant is not allowed to enter the attic. If Tenant enters or uses the attic space, Tenant will be responsible for any damage caused by such use. Attic floors are not structurally designed to carry the weight of a normal floor.

#### 5. YARD AND COMMON AREAS

Other than planters, the Tenant shall keep all toys, bikes, trikes, wagons, debris, decorations, equipment, household furniture and other items out of site from the street when not in active use. The yard as seen by the street, shall be kept neat and tidy. Tenants shall only store their personal belongings in their unit or in approved storage spaces. If any items are left unattended in the yard (including items left by the curb for "free" disposal), exterior common areas or interior common areas, Landlord will dispose of them with no renumeration to Tenant and reserves the right to charge the Tenant for such disposal. Any city ordinance violation by the Tenant will be charged to the Tenant. Tenant shall not use any common area interior or exterior for any use other than those specified herein without the written approval of the Landlord. Congregating, loitering, horn honking, causing disturbance to others, or playing music in the interior or exterior common areas is prohibited. No loud voices, yelling, or profane language shall be used in any common area.

#### 6. TRAMPOLINE, POOLS, TREE FORTS, DEER STANDS, FIREPITS AND GRILLS

Trampolines or similar equipment; swimming pools or hot tubs/spas; tree houses/forts/deer stands or similar structures; and zip-lines or similar devices are not allowed to be added to the property without specific written permission by the Landlord and additional insurance requirements will be imposed on the Tenant. Fire-pits, if allowed by the Landlord as specified in writing, city and/or the Owners Association as well as grills or smokers shall be at least ten feet (10') from any structure, or more if subject to ordinance or CIC rules. No grills, smokers, firepits or anything combustible designed for outdoor use shall be used inside the house, sheds, or garage or on any wooden or composite deck or structure.

#### 7. PARKING OF VEHICLES

Vehicles located on the Premises must be owned by Tenant or its guests or invitees, currently registered, operational, and properly parked according to these Rules and any regulation or local and state laws. Any vehicles kept overnight that is not listed in the Lease, are not allowed unless approved in advance by RPMV. No trailers, mobile homes, buses, recreational vehicles, or boats are allowed on or about the Premises (unless contained inside the garage if a garage is part of the leased Premises) without Landlord's prior written approval (in its sole discretion); and all parking of vehicles are subject to city ordinance and association rules. Tenant shall provide proof of ownership and functionality if requested by Landlord. If Landlord is responsible for snow removal and the property is a multifamily building or HOA community, Tenant shall remove their vehicles from the parking and drive areas so the contractor can plow. If Tenant vehicle prevents the plow contractor from removing the snow, Tenant shall be responsible for snow removal within 24 hours of the end of the snow event.





- ✓ DO NOT drive, park or clean vehicles or trailers on grass.
- ✓ Major vehicle repair is not allowed in the garage, driveway or on the street in front of the Premises.
- ✓ No inoperative vehicles shall be kept on the premises without written permission of Landlord and in compliance with the law and CIC/HOA.

#### 8. HOLIDAY DECORATIONS AND LIGHTS

Lights are to be hung properly and carefully checked for safety. If hooks or attachments are installed, they must be approved by RPMV prior to installation and removed prior to lease termination. The lights and decorations **must be removed by March 30 of the following year or earlier if required by the Owner's Association.** Remove and dispose of Christmas trees in accordance with the Owners Association's and local ordinances.

#### 9. NOISE AND ODORS

Tenants shall not generate any noise above 85dB from 7:00am to 10:00pm or 60 dB after 10:00 until 7:00am unless otherwise provided by local ordinances. Tenants shall not allow any odors to migrate from their dwelling unit into the common areas or neighboring dwelling units at any time, other than *temporary* cooking odors. If any of your neighbors are producing excess noise or odors, contact the neighbor directly to resolve the matter, or contact the police. RPMV is very limited in its ability to resolve such issues without a police report, video, or photographic evidence. However, with a police report or recording, we can address these issues with residents for which we manage. **Odors present at the Lease End Date will be deodorized at Tenant(s) expense, including but not limited to ozone treatments, painting, window washing, cleaning, and carpet replacement.** 

#### 10. POSSESSION OF ALCHOLIC BEVERAGE CONTAINERS

Tenants shall not possess, store, or otherwise use any keg, barrel, party ball, vat, and/or any large receptacle that holds more than one gallon of any beverage containing alcohol on the Premises. Tenants shall not manufacture, sell, or distribute alcoholic beverages to minors on the Premises.

#### **11. ANIMALS AND PETS**

Some Landlords do not allow animals of any kind (with the exception of assistance animals); contact RPMV *before* you allow any animal or pet onto the property. Failure to do so may be a violation of your Lease. If the Landlord allows animals, only approved animals shall be allowed, and photos of such animals must be attached to your Lease. An Animal Addendum and additional cost and deposits are required as part of your Lease if animals are allowed.

- Guest Pets/Animals are allowed at anytime if the premises allows pets, you advise RPMV in advance, and the animal is
  registered in advance at <u>Our Pet Policy</u>
- ✓ We have restrictions on number, size and type of animals, inquire with your Manager.
- ✓ No animals may be kept on the property even temporarily without management's written authorization or reasonable accommodation. Please inform your guests that this rule also applies when they visit you. Animal owners/caretakers are responsible for any damage caused by animals and for disposing of their waste in a proper sanitary method.
- ✓ Any unauthorized animal found on a property can result in eviction and/or an initial \$500.00 and a \$50.00 per day charge per animal. Review your Lease for a definition of "animal."
- ✓ Odors present at the Lease End Date will be deodorized at Tenant(s) expense, including but not limited to ozone treatments, painting, window washing, cleaning, and carpet replacement.
- ✓ If Tenant wishes to remove the animal from this Lease and cease paying the Animal Services or Pet Rent charges, the Tenant the following shall apply:
  - <u>Death</u>: A copy of the Animal's Certificate of Cremation or Invoice from veterinarian showing euthanasia or death shall be required.
  - o <u>Removal</u>: Evidence of the new animal city license with the new address listed.
  - o <u>Inspection</u>: Upon notice of Death or Removal, an inspection by RPMV shall be performed.
  - <u>Security Deposit</u>: The deposit shall not be adjusted or returned until the end of the tenancy.





#### 12. UTILITY USAGE

If Landlord is responsible for paying for Electricity, under no circumstances shall Tenant perform any crypto mining, operate equipment, or any other activity that uses electricity in excess of that of a typical household for typical household activities. Any excessive or increases in usage due to any money making or gaming activities such cost shall be borne by the tenant.

If Landlord is responsible for paying for Gas or Heat, tenant shall not open windows or doors to regulate heat in the unit. If the heat is not regulated to the set-point, Tenant shall report the malfunction to the Landlord immediately. If open windows/doors are discovered during the heating season, Tenant shall be charged for the excess gas bill for that month.

In all cases, Tenant shall be responsible for reporting any excess usage of water, including but not limited to running toilets, leaking faucets, in their unit whether Tenant is responsible for the water cost or not, to the Landlord immediately. Including reporting any water ponding in yard or malfunctioning lawn irrigation systems when present and on the Tenant's demised premises. Failure to monitor and report excess water usage in any case shall be cause for Tenant to pay for the excess cost.

Unless otherwise provided for by the Landlord, if the Premises is a single-family property and equipped with a pool or spa/hottub, Tenant shall be responsible for the cost of water to fill and maintain proper water levels; and the cost of gas, propane, or electricity to operate.

#### 13. SCREENS, WINDOWS, AND DOORS

Screens, windows, or doors shall not be removed from any structure except for in an emergency. Packages, power cords, people or furnishings or any other item may not be passed through any window. Tenants will be provided with at least one key (or access code) for access to their dwelling unit and storage space. At no time shall Tenant change the locks or alter the keying or coding of such locks, add or alter any security systems, common doorbells, common area cameras, or any fencing or gates anywhere on the Premises without prior written permission of the Landlord. Tenant shall never prop open any common area door or window. Never allow anyone to follow you into the building. Never provide your code or key to anyone. If landlord can not access the unit due to Tenant's installation of any measure provided legal notice has been given, the lease shall be breached.

#### **14. SLEEPING ROOMS**

No bed shall be kept in nor sleeping shall occur in any room not legally configured for sleeping in accordance with the 2020 (or more current) International Building Code or Minnesota law. No bed shall be kept in nor sleeping shall occur in any room without a legal egress, smoke detection system, carbon monoxide detector legally placed, nor any room where a furnace, boiler, or gas water heater is in a room that opens into the sleeping room without a full door seal and self-closing door properly installed. Egress shall not be blocked, and no furniture or other obstruction shall be within 3' of the egress.

#### 15. UNSIGHTLY USES/EXTERIOR STORAGE/HOARDING

No clothes, sheets, blankets, laundry of any kind or other articles shall be hung on a property to be visible from outside the building. No parts or other exterior areas on a Unit shall be used for storage of personal property (other than typical patio furniture or grills, subject to any requirements contained in the Rules and Regulations). Additionally, hoarding within a dwelling unit or on the property is prohibited. As used herein, "hoarding" shall mean the accumulation of personal property or content in a manner that creates an increased risk of fire, an increased risk of infestation by vermin or insects, an increased risk of communicable disease or other health hazards, presents tripping or falling hazards, impairs access to any part of the Property by emergency service providers, or otherwise compromises the health, safety, and welfare of occupants.





#### 6. PERIODIC PROPERTY INSPECTIONS

RPMV conducts four types of inspections – the Move-in, Move-out, both described above, Animal/Pet Inspections, and the Periodic Safety Inspection. These inspections are not meant to discover all maintenance issues, nor are they meant to be an invasion of privacy. Instead, these inspections are designed to ensure that the Premises is in good condition and to address concerns that you or your landlord may have. You can expect proper advance notification of the timing of any inspection in accordance with the law. For lease renewal or annual inspections, you may be sent a link to perform a self-inspection. Performing a self-inspection is a condition of receiving an offer for lease renewal.

#### PERIODIC SAFETY INSPECTION

Periodic inspections are conducted to ensure several things, such as determining that the basic systems in your home are in good working order. A periodic inspection is a good opportunity for you to identify any maintenance concerns you may have. Please realize that maintaining the quality of the Premises is one of our obligations to the Landlord of the home. Most often periodic inspections will be conducted by maintenance personnel looking for drips, leaks, malfunctions, etc. Usually, inspections are completed within 30-60 minutes, but the actual time may vary depending on the condition of the property. Please be assured that you will be notified in advance in accordance with the law. RPMV may take pictures to document the condition of the premises.

If the property is under contract for sale, the Landlord may require a Home Inspection, Radon Tests, or other due-diligence on the property and such access shall not be restricted provided legal notice has been given.

If you have personal property that you do not want to be included in photos or video, place them out of sight. The inspectors will do their best to avoid taking photos of anything other than the items needing attention.

#### **ANIMAL INSPECTION**

Animal inspections are conducted to ensure the animal is not causing damage to the premises or being a nussiance. Inspections will be conducted by maintenance personnel looking for stains, damage, odors, or waste, apparent or hidden (including the use of ultraviolet light or thermal imaging). Usually, inspections are completed within 30 minutes, but the actual time may vary depending on the situation. Please be assured that you will be notified in advance in accordance with the law. RPMV may take pictures to document the condition of the premises. If you have personal property that you do not want to be included in photos or video, place them out of sight. The inspectors will do their best to avoid taking photos of anything other than the items needing attention.

#### 7. ROUTINE MAINTENANCE

#### CLEANING AND MAINTENANCE OF PROPERTY

Tenants are responsible for keeping the property, fixtures, and appliances clean and orderly inside and out throughout the term of the Lease. All cleaning or other chemicals shall be stored safely, and out of reach of children and pets.

TAKE PRECAUTIONS AND PUT IN PLACE PROTECTIONS TO PREVENT SOILING AND DAMAGE TO ALL SURFACES, INCLUDING WALLS, CEILINGS, FLOORS, APPLIANCES, FIXTURES, CABINETS, COUNTERTOPS OR ANY OTHER SURFACE. FAILURE TO TAKE PRECAUTIONS THAT LEAD TO SOILING OR DAMAGE SHALL BE THE FINANCIAL RESPONIBILITY OF THE TENANT.





#### CARPETS AND FLOORS

- ✓ Vacuum carpets at regular intervals. Sweep and mop floor regularly.
- ✓ Clean up spills, pet accidents, etc. promptly. Use pet specific cleaners for urine and feces.
- Have carpets professionally steam cleaned as needed. DO NOT use store rented machines. They will ruin the carpet. Only truck mounted steam cleaning is acceptable. Please contact RPMV for a list of approved truck mount carpet cleaning companies.
- ✓ Use only approved cleaners on vinyl floors. **Do not use wax**.
- ✓ Use only hardwood floor cleaners on hardwood floors.

#### WALLS

- Do not penetrate the walls with wall anchors. Only picture hangers or nails no larger than 1/8". Use 3M Command Strip hangers for pictures and art if not using small nails.
- ✓ If the Premises contains a picture hanging rail molding (see photo to right), only use rail hangers like the one shown here and do not insert picture hangers in the wall. If a picture rail is present, this is an indication that the walls are not designed for making holes in them. Older homes have lathe and plaster walls where pounding and holes can delaminate the plaster from the lathe and cause permanent wall failure.
- ✓ Use only Kwik-Hang brand brackets for curtain rod installation as shown here <u>https://kwikhang.com/</u>

See Kwik Hang video https://www.youtube.com/watch?v=syxKD38Eu8w

- ✓ For questions about items that are heavy or difficult to hang with picture hangers, please submit a service request and our stall will advise on how to mount or we will do this for you as part of your resident amenities.
- ✓ Mirror tiles, acoustic tiles, contact paper, wallpaper, murals, decals, LED light strips, or other wall coverings with adhesive backing cause permanent damage and will likely result in a complete repainting/repair of the walls at Tenant's expense.
- ✓ If you wish to change existing wallpaper or paint, please submit a service request first for written approval.
- ✓ You are financially responsible for damage related to removing large nails or screws and repairing any damage to walls, trim, or ceilings or any other surface. To avoid excess charges, contact RPMV prior to making any attempt to repair. Repairs to walls shall comply with RPMV painting specification. Contact RPMV for a copy of the Specification.

#### LAWN MOWING

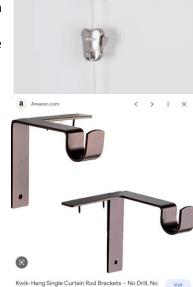
If Tenant is responsible for lawn care, any code enforcement fines or expense related to control or remove weed growth shall be charged to the tenant. These requirements may be requested to be performed by the Manager if requested and such a service will be charged to the Tenant. If it is discovered that the lawn care has not been performed when needed, the Manager reserves the right to perform the services and charge Tenant for actual cost to remedy the situation.

If Landlord is responsible for Yard Care and the property is a single-family residence, Tenant remains responsible for regular watering to preserve the condition of the lawn unless otherwise managed by a homeowner association.

#### SNOW REMOVAL

If Tenant is responsible for snow removal, tenant shall not use any tools or chemicals for removing snow or ice that causes permanent damage to surface. Any code enforcement fines or expense related to snow removal shall be charged to the tenant; if it is discovered that the snow removal has not been performed when needed, Manager reserves the right to perform the services and charge Tenant for actual cost to remedy the situation.





Kwik-Hang Single Curtain Rod Brackets – No Drill, No Damage – Perfect Curtains Every Time – 5/8" Bronze 4.7 \*\*\*\*\* (2,920) · \$13.99\* · In stock · Brand: Brand: Kwik-Hang



If Landlord is responsible for snow removal, the service will be performed within 24 hours following the end of the snow event. The snow removal shall be limited to removing snow only on the driveways, primary access paved walkways, and city sidewalks after snowfalls of 2" or more. For single family residences, Tenant shall always keep walkways safe for pedestrians, using salt, sand, shoveling or other methods as necessary.

If Tenant vehicle or other personal property prevents plowing when the plow contractor arrives, Tenant shall be responsible for snow removal within 24 hours from the snow event where snow has been prevented from being cleared.

#### PEST CONTROL

The tenants are financially responsible for keeping the property free of all nuisance pests (including, but not limited to ants, roaches, fleas, ticks, bedbugs, wasps, silverfish, scorpions, etc.) If an infestation exists, contact RPMV to have a professional pest control firm address the problem. Consumer pesticides may be used, if appropriate for the application, do not cause damage, and are to be stored safely and out of the reach of children and animals. In some cases, pests can be caused by conditions out of the Tenant's control and you should notify RPMV of any sign of pests at first sign.

If you believe the pest situation is related to Landlord neglect, faulty structure, or a pre-existing condition (only if reported within 14 days of occupancy), contact RPMV and we will send an authorized pest control company. If such company concludes that the cause of the pest situation is no fault of tenant, Landlord will cover cost; however, if it is determined that the pest situation is not caused by landlord neglect or faulty structure, Tenant shall pay the cost to remedy.

Take particular measures on move-in day to keep doors closed as that is when many pests make their entrance into the house. If pests become present at the Premises after 14 days from the Lease Start Date, Tenant shall contact Manager for an approved pest control company and Tenant shall pay for such services. TENANT SHALL TAKE ALL PRECAUTIONS TO KEEP PETS, PEOPLE, AND SERVICE ANIMALS AWAY FROM BAIT STATIONS WHICH CONTAIN POISONS. Landlord or Manager shall not be responsible if people or animals gain access to poison or bait.

Landlord may provide common area pest control (for multi-family buildings) which may also involve treating inside your unit. Landlord shall be responsible for treating carpenter ants, termites, wildlife inside the house, and wasp, hornets, and bees nests inside or on the exterior of the house, and any infestations of rodents. With proper notice from the Landlord, you must prepare your unit for the vendor to treat your unit which may include emptying your cabinets, relocating items away from walls or equipment. Further, Tenant must comply with all instructions for preventing pest intrusion and the cost of pest control will be charged to tenant for the failure to comply with such pest control instructions.

#### **DRAIN BLOCKAGE**

It is the Tenant's responsibility to prevent all matter that can clog a drain from going down the drains. Take preventive measures to keep drains clean using stoppers, hair screens, tub screens, washing machine discharge screens, and any other measure to keep matter from clogging drains. If drains become clogged, start with a plunger to clear the stoppage. Go to these links to learn more: <u>BATH TUB GARBAGE DISPOSAL TOILET KITCHEN SINK BATHROOM SINK</u>

If there is a drain stoppage, Tenants have three options:

- 1. Clear the blockage on your own.
- Call one of our licensed plumbers or drain specialist and pay for the services. Use only Drain Busters (952) 925-9583 or Metro Plumbing (651) 294-7798. If it is determined that the cause was faulty plumbing, then the Landlord will reimburse the amount invoiced from these approved vendors, but only if a written certification along with photos from one of <u>the above contractors</u> is submitted to RPM Viking.





3. Place a service call with RPMV to clear the blockage. However, if it is determined that the blockage was not due to faulty plumbing or long-term sludge buildup, the tenant will be charged the cost to clear the blockage at the RPM rates which are 25% higher than under option #2 above. This is due to our added services of dispatching, coordinating, and administrative processing the service call.

Never send any of these or similar items down a drain or toilet:

- Floss not bio-degradable
- Grease, Oil & Fat like heart disease, these will decrease the flow of pipes over time
- Band-aids these are plastic and not bio-degradable
- Medications contaminates the water supply
- Disposable Wipes EVEN if they say you can, Don't as they can snag on the pipes and cause blockages!
- Paper Towels these do not break down like toilet paper
- Feminine Hygiene Products including cotton pads and swabs
- Cat Litter
- Condoms
- Hair, toys, rags, large food items, or anything that can cause a blockage.

#### SEWER BLOCKAGE

Your lease clearly states that the tenant is responsible for the cost to correct plumbing stoppages and sewer stoppages caused by the tenant's use or failure to prevent items from entering plumbing that causes the stoppage. If a sink or sewer line needs auguring due to a stoppage caused by tenant's misuse, the tenant will be charged the full expense. If the stoppage is due to a collapsed line, faulty plumbing or if tree roots cause sewer line breakage, the Landlord will be responsible for the charge.

#### MOLD AND MILDEW

There are no established guidelines for unacceptable air guality caused by mold. Mold is a naturally occurring phenomenon. Minnesota The Department of Health does not support Mold Testing (https://www.health.state.mn.us/communities/environment/air/mold/moldtest.html). Mold and/or mildew should be cleaned by Tenant as soon as it appears. Mold and/or mildew growth can often be seen in the form of discoloration. The different colors of mold range from white to black, including, but not limited to, green, gray, brown, orange, yellow and other colors. Your housekeeping and living habits are an integral part of the ability of mold to grow. For mold to grow, water and/or moisture must be present.

The Tenant agrees:

- ✓ To keep the Premises free from any material, dirt, or debris that can harbor mold;
- ✓ To inspect the Premises regularly for the indications and sources of indoor moisture;
- ✓ To immediately report to Landlord any discoloration evidenced on walls, floors, or ceiling and/or any water intrusion, such as plumbing leaks, drips or flooding;
- ✓ To not air-dry wet clothes indoors;
- ✓ To not operate supplemental humidification systems that increase relative humidity above 35%;
- ✓ To always utilize stove hood vents when cooking items that may cause steam;
- ✓ To always utilize the bathroom fan and to notify Landlord of any nonworking fan, or open bathroom window when showering/bathing;
- ✓ To not keep excessive amount of plants that raises the relative humidity above 35%;





- ✓ To notify Landlord in writing of overflows from bathroom, kitchen or any other water source facilities, especially in cases where the overflow may have permeated walls, flooring or cabinets;
- ✓ TO IMMEDIATELY WIPE DOWN ANY WATER OR CONDENSATION THAT APPEARS AND/OR DEVELOPS ON ANY AREA OR ANY SURFACE;
- ✓ To clean upon first appearance, any mildew from condensation on window interiors, bathroom & kitchen walls, floor and/or ceilings. Cleaning is done with common household bleach. Mixture is one part bleach to 10 parts water. You may add a little dish soap to the water mixture to cut any dirt and oil on the surface you are cleaning that may hold mold. Do not add other cleaning chemicals, especially ammonia. Dispose of any rags or sponges used to clean the mold in a sealed bag;
- ✓ TO REPORT TO LANDLORD IN WRITING OF THE PRESENCE OF ANY MOLD GROWTH on surfaces inside the Premises;
- ✓ To use all reasonable care to close all windows and other openings in the Premises to prevent outdoor water from penetrating into the interior unit;
- ✓ To clean and dry any visible condensation/moisture on windows and window tracks, walls and other surfaces, including personal property as soon as reasonably possible;
- ✓ To notify Landlord of any problems with air-conditioning or heating systems that are discovered by Resident;
- ✓ To maximize the circulation of air by keeping furniture away from walls, not blocking registers and vents, and to keep window coverings up during the winter;

#### THINGS TO DO AT MOVE-IN

✓ Test smoke/CO detectors immediately and report any malfunction to RPMV.

#### THINGS TO DO WEEKLY

- ✓ Perform interior house cleaning duties in bathrooms, kitchen, and other living spaces.
- ✓ Perform lawn and garden maintenance if required in your Lease.
- ✓ Make a regular inspection of your home for potential fire hazards such as stored flammable liquids or overloaded wall outlets.
- ✓ Remove excess animal waste from property.
- Inspect lawn irrigation system to ensure proper functionality of spray heads. Also inspect lawn for any ponding water or water saturated ground and report immediately to Manager.

#### THINGS TO DO MONTHLY

- ✓ Test smoke/CO detectors.
- ✓ Change Furnace/Air-conditioner Filters (or more frequently if restricted flow) and write the replacement date on edge of the filters with pen. If your heat or A/C takes a long time to get to the set-point, your filters may need changing. Notify RPMV if you wish to have someone change the filters.
- ✓ Check basement and utility rooms for signs of water, pests, odors, or any unusual conditions.
- ✓ Check water softener brine tank if present, to ensure tank is filled to a level SLIGHTLY HIGHER THAN THE WATER LEVEL. Advise RPMV if you need assistance.
- ✓ Check appliances, fixtures, sink, bath, and shower drains for excess buildup, leaks, debris, or obstructions.
- During the late spring and summer months, hose off the exterior Air-conditioner condenser unit to remove leaves and debris from cooling fins. Do not contact the fins with anything that will damage the fins, they are very fragile.
   Water from a hose is acceptable.
- ✓ Use a plunger and make sure drains are clear, clean hair and debris from drains.

#### THINGS TO DO IN THE FALL

✓ Change smoke/CO detector batteries.





Shut off water to exterior/garage water (hose) spigots and drain the lines if your property has manual shut-off valves. (Contact RPMV if you need assistance.) Failure to take measures to prevent pipe freezing will be a charge to the Tenant.

Step 1: Shut off valve for outside faucet/spigot.
Step 2: Open the outside valve by turning counterclockwise.
Step 3: Place bucket under bleeder cap and remove bleeder cap to drain water until water stops draining/dripping.
Step 4: Replace bleeder cap and leave slightly open for air expansion (tighten close in the spring).

- ✓ Rake and properly dispose of leaves and debris from grass and gardens if groundskeeping is required in your lease.
- ✓ Contact RPMV if you require assistance with any of these items.

#### THINGS TO DO IN THE WINTER

- ✓ Shovel snow and remove any ice or other unsafe condition (slip, trip or fall hazard) on all walking surfaces if snow removal is required in your lease.
- ✓ Monitor vents and registers to ensure proper heat/air circulation.
- ✓ Notify RPMV if condensation occurs on windows/doors.
- ✓ Advise RPMV if any unsafe or unusual snow or ice buildup occurs on roof, driveway, or any walking surfaces.

It is extremely important that you stay abreast of cold weather reports throughout the winter. Any extended period of below freezing could cause unprotected water pipes to freeze and burst. When it is time to switch from cooling to heating, Tenant shall:

- ✓ Maintain heat at a minimum of 60 degrees Fahrenheit in order to protect the Premises.
- Check the condition of the furnace filter frequently. If the heat is not keeping up with the set-point on the thermostat, it is likely a dirty filter.
- ✓ Close off and drain Exterior faucets and exposed water lines.
- ✓ Open cabinet doors and interior access panels to expose plumbing fixtures so that these spaces will be heated.
- ✓ If a lawn irrigation system is present, RPMV shall be responsible for shutdown of these systems only if RPMV started the system. If Tenant started the system up, then it is the Tenant's responsibility to winterize the system in the Fall. If Tenant is going to be away from the property for the day or an extended period of time it is very important that Tenant does not turn the heat off. Please leave the thermostat at 68 degrees minimum. These precautions are essential in order to avoid substantial damage to the property.

Minnesota law requires that Tenants notify RPMV 3 days in advance prior to vacating the property during November 15 through April 15. If you have negligently failed to take these precautions, you will be liable for damages to the property.

TENANT AGREES to indemnify and hold harmless Landlord and Manager from any suits, actions, claims, losses, damages, and expenses (including reasonable attorney's and court costs) and any liability whatsoever that Landlord and/or Manager may sustain or incur as a result of Tenant's failure to comply with or perform the obligations set forth above or as the result of intentional or negligent action or failure to act on the part of Tenant or any other person living in, occupying, or using the Premises.



Bleeder cap

outside fauce



#### 8. EQUIPMENT AND FIXTURE MAINTENANCE AND OPERATION

The Landlord may provide routine inspections of the items below for preventative maintenance or warranty purposes. These inspections do not relieve the Tenant(s) from their duty to maintain such items as listed below.

#### HABITIBILITY ISSUES

If at any time Tenant discovers any issue with the Premises that is not functioning as designed, is a hazard or safety issue, is a nuisance to the Tenant, or any matter that affects the habitability of the Premises, Tenant shall <u>immediately</u>, without delay, report such issue to the Manager using the Tenant maintenance instructions provided by Manager, or by sending a letter by First Class Mail to Manager's office.

The following are the maintenance duties for which the Tenant(s) is/are responsible if such equipment is present on the Premises. It is the Tenant(s) responsibility to perform preliminary troubleshooting procedures as listed below or contained in the manufactures service manual before notifying RPMV. See the Procedures for Requesting Maintenance if there is a mechanical failure, otherwise, regular cleaning and operating maintenance shall be provided by the Tenant(s). Contact RPMV if you need assistance with any of these items.

#### SMOKE ALARMS AND CARBON MONOXIDE DETECTORS

#### Your safety is very important to us. READ CAREFULLY

**Carbon Monoxide ("CO") is an odorless, colorless gas that kills many people every year.** As required by law, Landlord shall install carbon monoxide detectors within ten feet of each room lawfully used for sleeping purposes. **If the rented property** is heated by gas, has a gas water heater, gas stove, or if vehicles are parked in an attached garage, we strongly recommend that you purchase additional Carbon Monoxide Detectors for the safety of Tenant and other occupants.

- Every single-family dwelling and every dwelling unit in a multifamily dwelling shall have an approved and operational carbon monoxide alarm installed within ten feet of each room lawfully used for sleeping purposes.
- ✓ Tenant shall test the smoke detector within one hour after occupancy and inform RPMV immediately if the smoke detectors are not working properly. In order to test the smoke detector, it is necessary to push the "push to test" button on the detector for about 5 seconds, however some have more of a momentary button. If operating properly, the alarm will sound.
- Smoke alarms are for your safety, test them every thirty days and replace batteries if necessary. Contact RPMV if the smoke or CO detectors are not functioning correctly or do not provide a positive test. Normally the smoke alarm will emit a beeping sound when the batteries are losing their charge.
- Never disable or remove a smoke or CO detector as this is very unsafe and will result in a tenant violation and may result in a criminal citation.
- ✓ If a smoke alarm doesn't work after replacing the batteries, call RPMV for repair or replacement.

#### THE DANGERS OF SMOKE

#### Do you know what to do if your smoke detector goes off?

The smoke from the fire sets off the smoke alarm, but there are also other harmful gases in the air when a fire breaks out. Smoke and dangerous gases rise to the ceiling which makes it important to stay close to the floor. Smoke inhalation causes more deaths during a house fire than the fire Itself. Understanding the nature of smoke and remembering to stay close to the ground will increase your chances of escaping.







#### FIRE IN THE MIDDLE FO THE NIGHT

If your smoke alarm wakes you up in the middle of the night, immediately roll off your bed and onto the floor. DO NOT SIT UP! The smoke and dangerous gases could be right above your bed which makes sitting up very dangerous. In fact, many victims are found in their beds because they sat up and inhaled a fatal amount of smoke. After rolling out of bed, try to assess the situation from the floor. If your room is full of smoke, look to evacuate any way you can. Feel the doorknob before opening your bedroom door and look for a different way out if it feels warm.

If there are other family members in your home when a fire breaks out, check the condition of your room before going to help them. If your bedroom is warm or has a dangerous level of smoke, get out right away and try to help your family from outside the home. However, if the conditions allow, gather your family together while staying low to the floor and get them to the nearest safe exit.

#### EVACUATING THE HOME

When evacuating your home during a fire, every door and window is a possible way out. Escaping through a window may be dangerous, especially a second story window, but cuts and broken bones can be treated much easier than severe burns or smoke inhalation. If there is still someone trapped inside the home after you have escaped safely, tell the firefighters immediately. Give them a description of the person and where in the house they might be so they can be saved quickly.

Here are some important things to remember when evacuating your home during a fire:

- ✓ Touch all doors with the back of your hand before opening them.
- ✓ Look for a window to escape if you cannot use the doors.
- ✓ Stay low to the ground and move around on your stomach.
- ✓ NEVER sit up in bed if your smoke alarm goes off in the middle of the night.
- ✓ Cover your nose and mouth with a wet towel if you can grab one safely.
- ✓ Remember to stop, drop, and roll if you are enflamed.
- ✓ Do not waste any time, evacuate your home immediately.

#### HAVE A FIRE ESCAPE PLAN

Creating a detailed fire escape plan and practicing it with your family gives you the best chance of evacuating safely during a fire. The exact details of the plan will vary depending on the layout of your home, but every fire escape plan should include the following:

- ✓ Identify at least 2 exits for every room.
- ✓ Establish a meeting place outside the home for your family to gather.

#### **HVAC**

The Landlord shall pay for air duct cleaning if such cleaning is necessary to provide a habitable dwelling unit or there is a distinctive smell due to debris in vent or reduced air flow. Tenant may request air duct cleaning if there is sufficient evidence of an uninhabitable condition; or if so desired and paid for by Tenant.

HVAC Filters shall be supplied by Landlord only when the Furnace Filter Inspection Service has been paid by Tenant.

Tenant shall replace filters when such filter has become ineffective due to contaminants, or as otherwise indicated by the equipment manufacturer. Tenant hereby acknowledges that the filter condition is subject to inspection by Landlord upon reasonable notice to verify replacement has been timely made. If at any time Tenant is unable to properly or timely install a filter or clean the a/c condenser, Tenant shall immediately notify Landlord in writing.





Tenant's failure to properly and timely replace the filters or clean a/c condenser given that Tenant has benefitted by a Rent discount, is a material breach of this Lease and Landlord shall be entitled recover any rent discount and to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the Premises, including, without limitation, the HVAC system, caused by Tenant's neglect or misuse; and any or all rent credit may be recovered by Landlord as a charge to the Tenant.

#### FILTERS AND MAINTENANCE FOR A/C AND HEATING

- As stated in your Lease, you may be responsible for changing the heating and air-conditioning filters at least once every one to three months, OR SOONER IF AIRFLOW IS RESTRICTED and must be installed in the correct position for the proper airflow. See arrows on filter for correct placement. Date the filter with the date installed.
- ✓ Only use MERV 8 OR 10 filters. Higher MERV ratings may cause damage to the HVAC blower.
- Check for location of HVAC filter at move in. If there is not a new filter in place contact RPMV. NOTE: A clean filter prevents serious damage to the motor, compressor, and other parts of the AC/Heating unit. Failure to perform this service affects the efficiency of the A/C and heating units, which requires the unit to work harder and consume more energy. This reduces the operating life and causing an increase in the electric bill.
- Any cleaning required or damage done to AC/Heating unit caused by failure to perform mandatory changes of the filter will be charged to the tenant. This is a very expensive repair, and the tenant is ALWAYS required to pay the entire bill due to tenant neglect.
- ✓ Tenant shall maintain and replace the filters for any humidifier that is installed at the Premise. And never allow the humidification levels to create condensation on the windows or otherwise cause damage due to high humidity.
- ✓ **Report any water drips or other issues to RPMV** using the service request option on the tenant portal.

#### WATER SOFTENER

The purpose of a Water Softener is to remove minerals like calcium and magnesium, which are responsible for "hardness," preventing damage to appliances, plumbing, and fixtures from scale buildup. Tenants shall report any calcium (white scale) or magnesium (brown scale) or iron (yellow/brown/red stains) on fixtures or appliances immediately.

The tenant shall maintain the salt levels in the brine tank with salt pellets slightly above the water level. If at any time Tenant is unable to properly or timely add salt to the water softener, Tenant shall immediately notify Landlord in writing.

Tenant's failure to properly and timely add salt given Tenant has benefited by a Rent discount, is a material breach of this Lease and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the Premises, including, without limitation, the plumbing or fixtures, caused by Tenant's neglect or misuse; and any or all rent credit may be recovered by Landlord as a charge to the Tenant.

Salt shall be supplied by Landlord when the Softener Service has been paid.

#### **KEYLESS LOCKS**

If there is a keypad door lock present, you are responsible for replacing the batteries when needed. Normally, you will see a light or hear a chirping sound when the battery is getting low, sometimes they just malfunction when the battery is depleted. The battery is located on the inside of the door and can be accessed easily with a screwdriver. Do not press any "reset" buttons during the battery changing process. Contact RPMV if you need assistance.

#### THERMOSTAT

- ✓ DO NOT REPLACE YOUR THERMOSTAT. CONTACT RPMV IF YOUR STAT IS MALFUNCTIONING.
- ✓ In hot weather, set the selector switch to "COOL" and set the fan switch to "AUTO." Consult the HVAC unit and thermostat operation manual for proper programming and use.
- ✓ Do not set the thermostat below 70 degrees when outside temperature are above 85, doing so will likely freeze up the coil.





- ✓ The Heating and A/C unit will only function efficiently when all exterior doors and windows are closed.
- ✓ During the summer, keep your window coverings closed during the day
- ✓ Keep the filters clean and keep return air grills clear of obstructions to allow unobstructed delivery of hot or cool air to your home. Do not store anything on or around your air conditioning unit. This could impair circulation, resulting in higher electric bills, and cause permanent damage to the unit.
- Do not cover vents or radiators as such restriction of air flow may cause condensation damage to windows and walls. If furniture is placed on top of a heat register, pull the furniture away from the wall to allow heat convection. Not doing so will cause condensation on windows and may damage windows.
- ✓ Do not place shelves on top of or in front of radiators as this will inhibit convective airflow and may cause condensation and damage to windows.
- <u>Resident is responsible for understanding how to operate the thermostat</u>. Information on the use of most of all stats can be found on the internet. If a Service Request is placed for heating or cooling and the problem is that the stat is turned off, a dead battery, or not set to the proper temperature, the resident will be charged for the service call.

#### **KITCHEN EQUIPMENT**

#### <u>General</u>

- ✓ Keep all food stored properly and off the floor.
- ✓ Clean stove, hood, vents, walls, and filters on a regular (monthly) basis.
- ✓ If Pets, service or support animals are in the Premises, clean under appliances monthly to remove pet hair as such hair attracts household pests.
- ✓ If any equipment displays an error code or is making unusual noises, submit a service request RPMV immediately.
- ✓ A repair of an appliance unit at your expense does not make it your property.
- ✓ If you have your own appliance that you wish to use and there is a unit already in the property, contact management for approval and proper storage of the existing rental unit.

#### <u>Dishwasher</u>

- ✓ Use only dishwashing products. Do not use dish soap or laundry detergents, as they will cause the dishwasher to overflow. Only use products made specifically for the DISHWASHER.
- ✓ Use the dishwasher at least once each week, if not used the seals dry up and the motor may be ruined when put back into regular use.
- ✓ **Do not** leave soiled dishes in the dishwasher for a long period of time; such practices attract household pests.
- ✓ Every month, CLEAN debris from drain and soap build-up from inside the dishwasher and on all surfaces and run the dishwasher empty with a cup of vinegar or dishwasher cleaner.
- ✓ If water appears on the floor during a wash cycle, it is likely a clogged food trap or discharge line. Refer to the online owner's manual to clean the traps. If a service request is made and the cause is food or debris blockage, Tenant will be charged for the service call.

#### Garbage Disposer

- A garbage disposer is a convenient appliance if used properly. Overloading will cause the safety button to kick in and turn off the motor.
- ✓ TROUBLESHOOTING PROCEEDURE: Before filing a maintenance request for the garbage disposer, please complete the following steps.
  - 1. Turn off the power, wait three or four minutes for the motor to cool then push the reset button on the bottom or side of the motor.
  - 2. Use a ¼" allen wrench to unjam the motor by inserting the allen wrench in the gear located on the bottom of the motor, remove the allen wrench then turn on the power. Many times an allen wrench is located under the sink.
  - 3. If the above two steps fail, submit a service request. If a representative from RPMV or contractor can fix the garbage disposal by completing either of the two steps above, or the cause is an overload or jammed food, Tenant will be charged a trip charge plus any service call charges.
- ✓ Keep your hands and other objects out of the disposal at all times!





#### ✓ In all cases, follow these steps:

- 1. Scrape ALL solid food scraps into trash receptacles.
- 2. Turn COLD water on to full flow.
- 3. Push any remaining food particles through the splash guard into the disposal. Do not stuff. Pieces larger than a nickel in size should be discarded in the trash.
- 4. Turn power on and let the disposer operate until the grinding sound diminishes and becomes a humming sound. (Regular disposal of baking soda, vinegar, limes or lemons and ice will help keep the disposer clean and smelling clean.)
- 5. Turn switch off.
- 6. Run cold water for a few moments longer.

Do not discard the following items in your disposal: potato peels, potatoes, shells from seafood, metal, glass, plastic, grease, paper, cigarettes, bones, banana peels, oyster or clam shells, dish rags, celery, seafood shells, corn husks, or anything that may cause a blockage.

- ✓ If a spoon, bottle cap or other item becomes lodged in the disposal, make sure the power to the disposer is disabled before attempting to retrieve the object. Do not stick your fingers in the disposer, use a flashlight and pliers!
- ✓ Do not use caustic drain cleaners at any time.

#### Self-cleaning Ovens

- ✓ Follow instructions printed on the oven or in the owner's manual.
- ✓ DO NOT use cleaners such as "Easy Off" or "Mr. Muscle"
- ✓ Do not leave oven unattended while cleaning.

#### Continuous Clean Oven

- ✓ Set at 450 degrees and leave on for several hours because high heat helps the cleaning process. Then wipe out.
- ✓ Do not use commercial cleaners in the oven. If these cleaners are used, the oven will begin to rust within a few weeks.
- ✓ Do not leave oven unattended while cleaning.

#### Regular ovens

✓ Use an oven cleaner, such as Easy Off. Then wipe the oven clean of residue.

#### Kitchen Countertops

- ✓ Promptly wipe up any spills to avoid stains.
- ✓ Use a trivet to protect the counters, when setting hot items down.
- ✓ Use a cutting board when cutting items with a knife.
- ✓ Wipe up all water immediately to avoid calcium/magnesium build up.

#### Refrigerators

- ✓ Replace the water filter as necessary.
- ✓ A refrigerator is not a toy; please teach your children the dangers of playing in and around refrigerators.

#### WASHER/DRYER

If Landlord provided clothes Washer and/or Dryer, Tenant shall maintain them in accordance with the manufacturer's requirements.

- ✓ Washer: Leave the washer door open when not in use and perform monthly mildew cleaning using white vinegar and baking soda. Clean all surfaces of the door seal (front back, inside) and wipe down detergent dispenser.
- ✓ Washer: Clean lint filter (if present) monthly.
- ✓ Dryer: Clean the lint filter before each load
- ✓ Dryer: Clean behind and around the dryer and report any excess buildup of lint on floors and walls.

Landlord shall clean the dryer Vents annually or less frequently if lint buildup has not exceeded acceptable levels.





#### BATHROOMS

- ✓ ALWAYS HAVE IN PLACE A SHOWER CURTAIN OR SHOWER DOOR that prevents water from escaping from the tub/shower. Water damage due to water escaping from shower opening shall be the responsibility of Tenant. Tenant is responsible for providing a shower curtain. If a shower door is not functioning properly, or tenant measures for containing water, contact RPMV immediately.
- ✓ Do not use steel wool, scouring powder or abrasive scouring pads or cleaners to clean acrylic or fiberglass tubs, fixtures, copper or marble. Using these items could ruin the finish. Use Gel Gloss or Soft Scrub or other nonabrasive cleaners.
- ✓ Toilet seats work loose from time to time from regular use, so it is the tenant's responsibility to adjust or tighten seat if it comes loose. Broken seats will be replaced by the landlord, unless damaged due to force.
- ✓ Do not place anything in the toilet other than toilet paper (and human waste of course). Use only the minimum amount of paper as possible.
- **TROUBLESHOOT**: If the toilet backs up, use a toilet plunger to clear the stoppage. Place the plunger in the toilet and firmly and rapidly, push and pull the handle to create a suction effect and continue until the stoppage is clear.
- ✓ Prevent mildew and mold from accumulating by:
  - Using exhaust fans or open window during and 15 minutes after showering.
  - Keeping bathroom properly ventilated.
  - Wiping up all water left on surfaces.
  - Treating mold and mildew immediately with products such as a scrub brush, X-14 or Tilex, or products suitable for acrylic surfaces if surface is acrylic.

Report any leaks immediately. Please notify RPMV if the caulked areas around the bathtub and tiles become cracked, broken or chipped. Water seepage can cause severe damage to the home. Deferred maintenance of bath and shower sealant or running water can cause large expense to the Tenant.

#### ELECTRICAL

#### GFCI, Fuses, and Breakers

If something electrical is not working, there are generally two primary causes. Tripped GFCI or tripped breaker/fuse. If a representative from RPMV or contractor is dispatched under a service request and can fix the problem using the troubleshooting procedure below, Tenant will be charged a trip charge plus any service call charges.

Figure 1: GFCI

TROUBLESHOOT: Start by locating the GFCI (Ground Fault Circuit

Interrupt) outlet closest to the device not working. Even if your device is Figure 2: Fuse Box

plugged into an outlet that is not a GFCI outlet, the entire circuit of several outlets may be controlled by a GFCI located elsewhere in the room, under a cabinet, or even in another room.

 Locate the electrical panel and check for blown fuses or tripped breakers. Blown fuses appear like the green one in <u>Figure 2</u> where the center is darkened. These old style panels, if present, can be dangerous given the exposed conductors, do not change this type of fuse on your own, submit a service request for no charge.







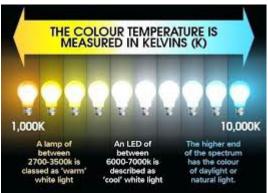
- 2. Breaker panels like the one in <u>Figure 3</u> are the most common. You can identify a tripped breaker by its slightly loose feeling switch and some even have an orange indicator showing
  - the tripped breaker. To reset this kind of breaker, flip the tripped breaker switch completely off, then back on again.

#### Light Bulbs and Batteries

- ✓ All light sockets should have working bulbs and batteries when we inspected the property prior to move-in. However, if there are failed light bulbs or batteries during the Term, it is the Tenant's responsibility to replace them. The light bulbs and batteries are in varying states of remaining life at move-in and are likely not new. Therefore, we do not require fresh bulbs and batteries at the end of the lease, so all we require is that you replace any that are failed during the Term of your lease.
- ✓ It is your responsibility to replace light bulbs as needed with the same style (LED, CFL, etc), color, and wattage as original, including those in appliances, garage door openers, and exterior perimeter fixtures.
- ✓ When replacing burned out light bulbs, use the correct size, type and wattage rated for the fixture. Confirm light fixture is rated for the wattage bulb you are installing. If a light fixture is rated for particular watt bulb and you use a higher watt bulb, you can create an overloaded circuit and a create a fire hazard.
- ✓ For the most electricity savings, purchase LED light bulbs. When selecting LED light bulbs pay attention to the "color temperature" as the color temperature ranges dramatically. (2000k-3000k color is best for residential environments, avoid 4000k-5000k in living areas).
- ✓ NOT ALL LED LIGHT BULBS ARE COMPATITABLE WITH INSTALLED LIGHT SWITCHES. IT IS BEST TO REPLACE THE EXISTING BULBS WITH THE SAME TYPE.

#### Figure 3 Breaker Panel





#### FIREPLACE SAFETY

If there is a fireplace on the property, check for safety issues prior to use. However, if you intend to use it, call RPMV so we can have it inspected and, if needed, cleaned. You will then be responsible financially for having it inspected and, if necessary, cleaned by a certified chimney sweep when you move out. This includes wood fireplaces and wood stoves. When you use the fireplace:

- ✓ Before starting the fire, be sure to open the damper, make sure the flue is open and clear.
- $\checkmark$  Close the damper securely only when the fire is completely extinguished, and ashes are cold.
- Start with a small fire to make sure there is sufficient draft. If smoke is coming out of the fireplace into the room, put out the fire immediately and vent the house.
- ✓ Use hard woods, such as oak, maple or ash rather than soft woods like pine, cedar, fir or redwood. Soft woods cause sparks and buildup of creosote.
- ✓ **Never** use fire starters such as charcoal lighter, kerosene, and gasoline.
- ✓ Never burn trash or Christmas trees/greens in the fireplace.
- ✓ Always use a log grate. It positions the fire properly and ensures a good flow of combustible air to and around the fire.
- Build moderate to small fires. Most fireplaces are not designed for roaring fires. DO NOT over fill the fireplace. Overfilling can cause excessive heat in the chimney and possibly a house fire.
- ✓ Always use a fireplace screen to prevent damage to the floor and to reduce the possibility of a fire in the room.
- ✓ **Never** leave the fire unattended or with unattended children.
- ✓ Always use a metal ash container for the removal of coals and ashes and be sure the coals are cold.
- ✓ **Never** put hot or warm coals in a garbage can, paper bag or any flammable container.





# DO NOT stack firewood inside the house or any building or next to the house. Doing so promotes the infestation of wood destroying insects, mice, and other rodents.

#### GROUNDSKEEPING

If stated in the Lease that the Tenant will provide lawn care or groundskeeping, Tenant is responsible for the upkeep of the lawn, gardens, and shrubbery on a continual basis. This includes cutting, weeding, edging, trimming, reseeding if needed, watering and trimming shrubs.

- ✓ Grass must not be higher than 6 inches or as required by the City or Association.
- The area around the driveway, sidewalks, curbs are part of the yard and need to be kept free of weeds, branches, grass, debris, and leaves.
- ✓ Shrubs must not be higher than the bottom of the window. This is for aesthetic and security reasons.

Notwithstanding a provision for Landlord provided groundskeeping, Tenant shall remove all debris, unused materials, and excess animal waste from property and lawn that is placed there by Tenant(s) or their animals.

NOTE: Lawn irrigation system, if present, must be drained in the winter and re-started during the spring. Manager will arrange for services and provide adequate notice for entry. During the year, if Tenant observes malfunctions, overspray, or damage, contact the Manager. Do not aerate the yard without receiving prior approval from Manager. Tenant shall not limit the use of water for maintaining the grass.

#### 9. PROCEDURES FOR REQUESTING MAINTENANCE

Residents understand that by renting a property, life will not become free of distractions and annoyances and acknowledges that things do and will break from time to time, vendors will have to be scheduled, repairs will have to be made, parts will have to be ordered, and Tenant may be inconvenienced by such circumstances.

Resident understands that the Landlord has an obligation to make timely repairs, and that the Landlord commits to doing so and to communicate throughout, but that said Landlord cannot and will not guarantee the absence of inconvenience during such times.

Resident commits to working with Manager and Manager commits to working with Resident during such times in a positive and proactive manner, with a positive attitude, so that the most pleasant experience possible during such trying times may be had by all.

Resident understands that the Landlord is not the enemy/adversary during trying times but is there to work towards a swift and beneficial resolution for all parties concerned, and Residents will cooperate with the Property Manager and to resolve any and all issues with civility, grace, and integrity.

#### It is Tenant's responsibility to submit a service request to RPMV immediately upon seeing any and all:

- ✓ Signs of mold in the property;
- ✓ Toilet and faucet problems, running water, and any plumbing backup;
- ✓ Electrical problems;
- ✓ Heating, ventilation, and air-conditioning problems;
- ✓ Inoperative smoke or CO detectors;
- ✓ Faulty appliances which are included in Lease;
- Roof leaks, water leaks, gas leaks (for gas leaks, contact the gas company immediately and vacate all residents of the building);
- Damage to the Premises or Owner's Personal Property;





- ✓ Broken windows and doors;
- ✓ Any unsafe, unhealthy, improper, or dangerous condition; and,
- Pest infestations or signs of potential infestations such as the smell or sight of bees, cockroaches, mice, rats, termites, carpenter ands or other infestations.

There is a Maintenance Fee for repairs that are caused by the Tenant(s) and the Tenant(s) is/are Responsible for the cost of the repairs. The Maintenance Fee is designed to provide an incentive for the Tenant(s) to be mindful of their responsibility to care for the property and to compensate RPMV for the time necessary to perform the acts necessary to properly make and inspect the repairs.

#### PROCESS

All requests for ANY type of repair must be placed through a service request at <u>www.rpmviking.com/tenants</u>

#### EMERGENCY

Emergency repairs (including those listed below) should be handled as indicated below and reported immediately to RPMV maintenance line for immediate response. Few problems are classified as emergencies. If you have a valid emergency as defined below that cannot wait until the next business day, call the RPMV maintenance line and follow the instructions for an emergency repair.

If you believe your unit is uninhabitable, contact your Renter's Insurance company and file a claim.

According to Minnesota law, an emergency is defined as anything relating to the property under your Lease that is threatening to life, health or the property. Such as:

A. **FREE FLOWING WATER** Turn off water valve under leaking fixture or water main until contractor arrives.

B. **NO ELECTRICITY OR ELECTRICAL PROBLEMS** Check all the breakers by flipping them hard to the OFF position and then hard to the ON position and reset any and all GFCI breakers (these are the little buttons sometimes found on outlets in bathrooms, kitchens, laundry rooms, and garages.) If a wall switch or outlet begins to smoke or smell like it is burning, turn off the switch and/or unplug items from the outlet. Do not use again until repaired. Know where all GFCI plugs are located in order to quickly solve minor problems. If circuit breakers keep tripping, the circuits are possibly being overloaded with appliances, such as a microwave, toaster, curling irons, blow dryers, etc. If the electricity is still not working after checking breakers and all GFCI plugs, If the problem cannot be resolved, call the RPMV maintenance line.

C. <u>MAIN SEWER LINE BACKING UP OR WATER FREE FLOWING</u> If you have a main sewer line clog do not run any water (toilets, showers, dishwashers, washer machines, etc.) until the line is cleared. Any water used will only back up into the property. If water is free flowing from any plumbing fixture or pipe, turn off the water main and call the RPMV maintenance line.

D. <u>GAS ODOR</u> If you smell gas, vacate the property, call 911, then call the RPMV maintenance line.

E. **NO HEAT** due to mechanical failure when temperature is below 40 degrees, check the thermostat on/off switch and setpoint to make sure it has not been changed, check the breakers and power switch on furnace. If the fan is working, remove the furnace filter and wait until the heat increases. If continued no heat, contact the RPMV maintenance line. If your gas has been shut off for non-payment, this is not an emergency.

F. **EXTERIOR DOORS AND WINDOWS** If an exterior door cannot be locked or a window is broken, contact the RPMV maintenance line.

G. **NO WORKING REFRIGERATOR** Check the GFCI outlet that controls the circuit and reset if necessary. Landlord is not liable for loss of food caused by appliance breakdown.

H. NO WORKING AIR CONDITIONER IF INCLUDED IN LEASE

i. COMPLETE LOSS OF HOT WATER





Maintenance problems in the following categories **ARE NOT CONSIDERED TO BE AN EMERGENCY** and will not be addressed until the next business day; please do not expect a return to normal service sooner:

- Cracked or damaged windows or doors. If the window or door is completely broken and is a security concern, then contact RPMV Immediately.
- ✓ Toilet stoppage in one of the bathrooms in homes with two or more toilets. Should one the toilets overflow, immediately turn off the water supply to the tank by turning the handle located under the tank.
- ✓ Non-working dishwasher, oven, clothes washer or dryer.
- LOCKOUT If you are locked out of your unit, contact a 24 hour locksmith to re-gain access to your unit. You are responsible for having the locksmith provide you adequate security of the unit once you regain access by replacing or repairing the doors or locks. If a new key or code is provided, you are required to provide a copy to RPMV on the next business day.

#### NON-EMERGENCY

IT IS THE RESPONSIBILITY OF THE TENANT TO REPORT ALL VISIBLE REPAIR, DAMAGE, OR MAINTENANCE PROBLEMS IMMEDIATELY. Failure to promptly report maintenance problems could cause the Tenant to be financially responsible for additional damages due to failure to act. All routine and non-urgent maintenance requests must be put in writing via the tenant portal at <u>www.rpmviking.com/tenants</u> providing your name, daytime and evening telephone numbers, address and specific problem or repair.

A problem may be an inconvenience or cause you discomfort, but it may be something that can wait until a repairman can be scheduled. Routine repairs will normally be completed within 7-14 working days unless otherwise advised. If our repairman reports that a problem was caused by your negligence or neglect, you will be billed the total expense of the repair bill. If you call your own repairman in place of properly submitting a maintenance request to RPMV, we will not reimburse you for the cost and you may be responsible for correcting sub-standard or incorrect quality of materials or workmanship. If the Tenant requests additional work that is not on our work order, the Tenant will be responsible for such costs. A tenant must be present or shall provide a lockbox with a key, or provide other means of access to Premises. If Tenant prevents property management personnel from gaining access to property for, repairs, evaluation/inspection or any reason for which property management personnel may lawfully enter the property Tenant will be in violation of their Lease and landlord can exercise remedies set forth in your Lease.

- ✓ The RPMV Office will contact a maintenance provider who will contact the Tenant(s) to schedule a time for the repairs.
- ✓ Normal repairs are done during normal business hours (8:00 am 8:00 pm Monday Friday), however, we will attempt to accommodate after-hour repairs if you request, and maintenance contractors are available.
- No one will be allowed to enter the Premises if the only person home is under 18 years old, or an animal is not contained.
   An Access Fee may be charged to the Tenant if the maintenance tech cannot enter.
- ✓ After-hours service calls for non-emergency repairs will be billed to the Tenant and charged the After Hours Maintenance Fee.

Normally, for NON-EMERGENCIES, maintenance personnel will not be able to make an immediate appointment. Be sure to call the contractor/maintenance provider or the RPMV Office if you are unable to keep the appointment. Tenant's failure to show for a scheduled appointment will cause Tenant to be assessed a charge. If no action is taken within 14 days, call the Office. We will contact the maintenance personnel to determine the cause of the delay and inform you as to when service can be expected. If there is still a problem after a recent repair has been completed, call the RPMV Office. A recent repair is defined as any repair made within the last 30 days. If you fail to report this and there is further damage, you may be responsible for the cost of the damage.





#### CHARGES TO TENANT

The tenant shall perform the Troubleshooting procedures contained herein before submitting a service call. In addition to tenant caused damage, TENANTS WILL BE RESPONSIBLE FOR TRIP CHARGES AND/OR REPAIR COSTS for service calls including but not limited to:

- ✓ If there is a service call and the problem is a tripped breaker or GFCI receptacle;
- If there is a service call and the problem is a stopped garbage disposal correctable using a plunger, the allen wrench or reset circuit breaker;
- ✓ If a faulty oven is reported when the oven is operating properly or is on time bake or other setting and is not defective;
- ✓ If the dishwasher is leaking water and the problem is due to lack of cleaning the drain trap;
- ✓ When sewer stoppage is caused by debris in line such as toys, tools, diapers, rags, sanitary napkins, excessive toilet paper, and other items which were placed there by Tenant occupants or their guests;
- ✓ If Tenant fails to report necessary repairs and they are subsequently discovered;
- If Tenant fails to meet a repair person at an assigned appointment and there is a vendor charge or if Tenant locks a repair person out (purposefully or unintentionally);
- ✓ If Tenant reports a repair which does not require repair;
- ✓ If Tenant changes any lock or adds locks, in this case Tenant will be additionally charged \$100.00 PLUS the cost of rekeying locks;
- ✓ For repairing or replacing doors, jambs, broken glass and/or windows unless the Tenant provides a Police Report detailing that the cause of the problem was forced entry by unknown parties; or,
- ✓ The problem was a problem like those described above where the tenant caused the problem, or could have or should have addressed the problem on their own.

#### TENANTS SHALL:

- ✓ NOT wash draperies. Call RPMV for instructions on all window coverings.
- ✓ NOT perform electrical work. This does not include changing light bulbs or batteries.
- ✓ NOT perform repairs of any type unless specifically approved in writing from RPMV.
- ✓ NOT store any items within 3 feet of any egress, furnace, boiler, water heater or block direct access to electrical panels or water/gas shut-off.
- ✓ NOT deduct any unauthorized or pre-authorized maintenance expense from the rent.

We are here to maintain the property in a safe and habitable condition and to service Tenant and Tenant's needs as efficiently as possible.

#### 10. MODIFICATIONS TO THE PROPERTY

#### **IMPROVEMENTS / ALTERATIONS**

Written approval must be obtained from RPMV before any alterations to the premises or its grounds. This includes, but is not limited to: adding, modifying, penetrating, altering or removing: paint, wallpaper, walls, floors, ceiling, light fixtures, security systems, structures, flooring, lawn, gardens, bushes, trees, fences and utility buildings or any other modifications. No work shall be performed by any contractor without permission from Landlord/RPMV. Tenant shall be responsible for curing any lien or correcting any unauthorized work at Tenant's expense for work done without approval. Tenant(s) shall NOT drill, screw, or otherwise modify or damage any surface, including, but not limited to trim, surfaces, counters, fixtures, floors, and Owner Personal Property.





**Contact RPMV to discuss your plans and obtain written permission.** Should alterations be made without management's consent, Tenant will be responsible for returning the property to its original condition.

Under no circumstances shall the Tenant violate Zoning, Plumbing, Electrical, or Building codes by, without limitation, overloading electrical circuits or modifying plumbing, electric, structure, or mechanical equipment.

#### ELECTRIC VEHICLE HOOKUPS

Electric vehicle hookup installations are allowed under the following conditions:

- 1. A written request and approval by RPMV shall be required prior to installation
- 2. A \$300 deposit shall be assessed upon request of hookup
- 3. A MN Electric Permit is required upon installation and paid for by Tenant
- 4. Only RPM approved Electrician is allowed to perform installation (Either our recommended contractor or one recommended by Tenant and approved by RPM)
- 5. Upon removal, the circuit shall be properly terminated and capped by a licensed electrician
- 6. Failure to follow these requirements is a material breach of the lease and may result in eviction or a charge of \$500 if discovered at the end of the lease.

#### ANTENNAS/SATELLITE DISHES/SECURITY SYSTEMS/CABLE/INTERNET

Antennas/Dishes may be installed on a pole in the ground; however, the following terms must be met:

- Upon termination of your lease, all tenant installed equipment (inside and out) must be removed, and repairs made to any penetration or damage.
- The equipment may not be in the front half of the property, nor in view from the front of the property unless a deviation to this rule has been approved by Landlord due to signal strength or availability. While Landlord will not disallow installation of TV/Dish equipment, they do have authority to determine the location of such equipment, without limiting service. Any additional cost associated with the allowed installation location shall be borne by the Tenant.
- ✓ The dish may only be installed on a ground mounted post. Penetrating roof shingles, siding, soffits, or flashing is not permitted and the cost for removal, repairs, and re-shingling will be charged to the Tenant upon discovery.
- ✓ All penetrations shall be properly and neatly sealed. If cable wire is attached and exposed on the surface of the house, it shall be neatly secured in a horizontal and/or vertical position.
- Existing connections may be used, however if the contractor intends to penetrate any surface of the Premises or mount any equipment in new locations, RPMV approval must be received. If internet is provided by the landlord, RPMV shall have no responsibility to provide any services and such service is not included in the Rent.

#### SPORTS EQUIPMENT

- Do not install any type of basketball or sports equipment on the roof or any other part of the property.
- ✓ Sports equipment must be stored in compliance with any HOA or zoning regulations.

#### WINDOW AIR CONDITIONERS

Tenant may provide their own window air-conditioner or use any left on-site, however, ONLY "no-screw" support brackets like the one in the photo may be used. Under no circumstances shall Tenant insert screws, nails, or other fasteners into the window frames or sashes. These support brackets can be purchased at Home Depot or Amazon based on the window size.







#### 11.KEYS, PASSCODES, AND REMOTE CONTROLS

#### LOST OR MISPLACED KEYS OR CONTROLS

In some cases, we have a duplicate set of keys or garage controls available in the Office. These keys are available should you lose your keys or lock yourself out. Only those named on your Lease can pick up keys, and identification is required. The keys must be returned within 24 hours, or you will be charged for key replacement or re-keying. You are responsible for transportation to pick up keys, and keys will only be available during normal business hours by appointment. If we bring the key out to you, you will be charged an Access Fee. If you lock yourself out after hours you will need to contact a locksmith at your expense.

#### MAILBOX KEYS

For residences with cluster boxes managed by the USPS, you can pick up your mailbox key by registering at the Post Office in your area. Call the US Postal Service to find out which Post Office to go to. For security purposes, the manager/landlord does not maintain keys. Landlord does not control of have access to Postal Service mailbox keys. The USPS normally replaces the keys upon resident changes. <u>https://faq.usps.com/s/article/Locked-Mailboxes-and-Mailbox-Keys</u>

#### **REMOTE CONTROLS**

It is the responsibility of the Tenant(s) to keep in good working order all remote controls and any loss or damage will incur a Device Fee for programming plus the cost of replacement.

#### PASSCODES

At the end of the Tenant(s) occupancy, all passcodes for the Premises and Landlord's personal property shall be provided to RPMV. Failure to provide all passcodes may result in a charge to the Security Deposit.

#### **GARAGE DOOR CODES**

Landlord/RPMV does not keep track of garage door codes. Even if we had knowledge of the last code, residents routinely change these codes. Here are links on programming the garage openers:

https://www.youtube.com/watch?v=AEUWIPKwIOA

https://www.metrogaragedoor.net/how-to-program-garage-door-opener-remote/

#### 12. LEASE RENEWAL POLICY

In general, the Manager will work with current Tenants to renew their Lease if so desired. However, in accordance with the Lease and Manager's policy, and subject to local laws, Landlord is not required to renew the lease and may not do so, or may impose additional requirements, if the following or similar conditions exist or have occurred during the lease term:

The Tenant (or their guests):

- 1) Has had passed due rent payments which exceed 3 days, more than one time;
- 2) Has had a material negative change in employment or income sources;
- 3) Has failed to pay any legitimate charges or Rent payments;





- 4) Has open lease violations, received lease violation notices, or had a filed eviction against them;
- 5) Has violated the managers dispute resolution process as contained in the Lease;
- 6) Has repeated city or HOA/CIC violations;
- 7) Has violated any housing ordinance or building code;
- 8) Has refused or failed to supply Photo ID, Social Security number, and date of birth, employer, or emergency contacts for all adult occupants, or other relevant information requested by Manager;
- 9) Has kept or is keeping an animal at the Premises, but has not completed a profile at OurPetPolicy.com; or is keeping an Assistance Animal, but has not submitted documentation to OurPetPolicy.com; or any kept animal is not current on required vaccinations or not authorized under the Lease.
- 10) Has allowed unauthorized occupants or vehicles to stay at the Premises;
- 11) Has materially damaged the premises or not paid for the repairs within 15 days of damage occurring, whether at the time, Landlord is aware of the damage or not;
- 12) Has refused to pay for maintenance or repairs of damage caused by Tenant or their guests;
- 13) Has failed to or refused to provide current contact information, perform a self-inspection, or complete a renewal profile form;
- 14) Has reported multiple unnecessary repairs;
- 15) Has refused lawful access to the Premesis;
- 16) Has expressed multiple complaints or displeasure with the Property or the Manager;
- 17) Has disparaged the Landlord or Manager; retaliated in word or act upon notice of violation, inspection, communication, or maintenance; been hostile to, threatening, cantankerous, or has used vulgar or threatening language, to/with Landlord, Manager or neighbors;
- 18) Has posted unsubstantiated negative public information about the Manager or Landlord;
- 19) Has misrepresented any material information to Manager or Landlord;
- 20) Has had repeated police calls to the Premises on them;
- 21) Is a lawyer, intends to practice law, is a law student, is a psychotherapist, or is a property manager;
- 22) Has an occupancy change (i.e., new adult or minor occupant) that would not qualify under local ordinances;
- 23) Tenant would not currently qualify for a Lease under our current application policies (i.e., income, credit, references);
- 24) Has not cared for the Premises in accordance with the Lease or has not properly maintained the Premises in the condition the Premises was in at the start of the tenancy; or,

The Landlord:

- 1) Is retaking possession for any reason;
- 2) Has sold, or is selling the Premises/Property or preparing it for sale; or
- 3) Is planning to make improvements or repairs at the end of the current lease.

The Landlord or Manager may require a re-qualification (require a new application) of all tenants if:

- 1) The Manager took over management after the start of the lease and does not have an application on file; or,
- 2) The Tenant has had a material change in their financial situation or criminal background; or,
- 3) The tenant group has changed or is intending to change under the new term.



#### 13. ISSUES, CONCERNS, AND COMPLAINTS

It is our sincere endeavor to make your rental experience a great one. We have a long established and formal issue resolution process for addressing any issues, concerns, or complaints. And if we fail to deliver on this endeavor, contact our Broker, on <u>broker@rpmviking.com</u> and request a prompt resolution.

**<u>Step 1</u>**: Request service on the tenant portal at <u>www.rpmviking.com</u>. In an emergency, follow the emergency instructions on our phone attendant by calling (612) 915-0100.

<u>Step 2</u>: Someone on our staff will respond promptly during office hours with a plan, or tentative plan to resolve your issue.

<u>Step 3</u>: If you do not receive a satisfactory resolution to your issue, contact our broker on <u>broker@rpmviking.com</u> or call (612) 915-0100

While we promise to respond to your requests promptly, we ask the same from our Tenants.

#### Complaints and Compliments

Your RPMV Office is a part of a franchise system but is locally and independently owned and operated. We are a serviceoriented business. We want your occupancy to be as enjoyable as possible, but we understand that sometimes complaints (or compliments) are inevitable. Please give us a fair opportunity to address any issues. We prefer to go the extra mile to solve any problem than to have you upset or go away angry in any way. While complaints are never fun to receive; we honestly believe that hearing them is the only way we can accept responsibility, resolve the situation, and work to make the systemic changes to prevent a reoccurrence. Likewise, we sincerely appreciate it when you recognize that a RPMV employee has gone the extra mile for you. Please feel free to notify us of what we did right for you.

Before you make a complaint or adverse claim against RPMV or Landlord to any third party. Tenant agrees to identify in writing to RPMV any concern or question Tenant has regarding the services provided by RPMV and to <u>allow RPMV a fair opportunity to</u> <u>resolve such concern</u>, before making, filing or publishing any form of complaint, demand, critique, or dispute against RPMV or Landlord.

#### How Resident Complaints are Resolved

Please call or email the Office with any concern. Your feedback is used to improve our communications and processes. If your concern is a complaint, here is how we will resolve it:

We will do our best to clearly understand the situation from your perspective.

We may need some time to investigate the issue and we'll make a commitment to respond with a status update within a reasonable amount of time.

When we respond, we'll either resolve the issue to your satisfaction, ask what you'd like us to do to resolve the issue or provide options as to how the issue can be resolved.

We'll then do our best to resolve the situation in a timely manner.





We resolve most complaints this way. Be assured that we are committed to working honestly and reasonably with you to achieve our mutual goal of providing a great resident experience. Please feel free to contact the Office should you have any questions or concerns. Again, we look forward to assisting you to make your tenancy enjoyable.

#### 14. CHANGES IN THESE RULES

#### We reserve the right to make changes to these Rules without notice.

From time to time, we may need to change these Rules without prior notice due to, among other things, revisions of applicable law or changes in our policies and procedures. Violations of the current Rules shall constitute a breach of the Lease. In any case where a conflict appears between these Rules and your Lease, the conflict shall be resolved in favor of your Lease.

If you have any questions regarding your Lease, do not hesitate to ask. If there is any way we can assist you, please feel free to call or visit us at the Office. We need and appreciate your business, and our staff will do their utmost to resolve problems to your satisfaction. Our goal is to always provide you with efficient, courteous service. We wish you a very pleasant stay and look forward to a mutually satisfying relationship.

Real Property Management - Viking is committed to compliance with all federal, state and local fair housing laws. Our policies are designed to provide consistent and fair treatment of all tenants in the spirit of these laws. RPMV and its staff have a legal obligation to treat everyone in a consistent manner. We understand that from time-to-time tenants have financial difficulties, health problems or other emergencies. Although we sympathize with the situation, we are legally bound to follow and enforce the stipulations of your Lease. Please do not place us in the difficult position of denying a request for an exception to your Lease because we cannot grant an exception.

# While these rules may seem lengthy and detailed, they are designed for your protection and the protection of your security deposit. We are here to help. Please call us anytime.







## THANK YOU FOR LEASING WITH US!

