

RESIDENT HANDBOOK



C.B. ISAAC REALTY PROPERTY MANAGEMENT

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Resident Handbook

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Introduction

Welcome to your new home! This Resident Handbook will acquaint you with your new home and answer a lot of the questions you might have concerning its rental. Please read it carefully and retain it in a safe place for future reference.

This property is managed by CB Isaac Realty and it is our goal to make your tenancy as pleasant a stay as possible.

Our Office Address is: CB Isaac Realty
2518 SR 21
Melrose, FL. 32666

Our Mailing Address is: CB Isaac Realty
P.O. Box 893
Melrose, FL. 32666

Our Telephone Number is: 352-475-1211

Our Email Address is: cbirental@yahoo.com

Our Office Hours are:
Monday through Friday
9:00 am - 5:00 pm
Saturdays
9:00 am - 3:00 pm

Quick Reference Guide

- Rent is due on the 1st of each month and is considered late if not received by the 5th. Check payments can be made out to CB Isaac Realty (CBI). Please include the leased property address in the memo line of your check.
- CBI will not tolerate the delinquent payment of rents. If rent is paid after the 5th of the month, the tenant will be assessed additional rent.
- Some owners may permit pets while others do not. Pets are allowed on the property only with the prior approval of the landlord, CBI and the homeowners or condominium association. Some breeds of dogs are never allowed (such as Shepard's, Pitt Bulls, Chows, Rottweilers, Etc.). CBI requires a non-refundable pet fee to be paid for each pet. A Picture of each pet must be submitted with your application.
- Your security deposit cannot be used to pay any month's rent.
- If you lose your keys or lock yourself out of your home you may come to our office during regular business hours and we will make you a new set of keys. You will be charged \$25.00 for the new set of keys. If the lockout occurs during non-business hours, you will need to call a locksmith at your own expense.
- All vehicles parked on the property must be the property of the resident and must be operable and licensed.
- Bad Checks – There is a \$40.00 fee for bad checks. After one bad check, rent can only be paid with a cashiers check, money order or cash.

- The duration of your lease is fixed. Any early termination or extension of the lease must be negotiated with your landlord. Please call our Property Manager if you have any questions regarding the duration of your lease.
- Tenants are generally responsible for every day maintenance and any repairs that are needed because of tenant wear and tear on the property. This includes, but is not limited to: changing air filters on a regular basis, cleaning clogged shower and sink drains, and fixing appliances that have broken from day to day use. In some cases, tenants may be responsible for yard maintenance that would involve trimming bushes, weeding, mowing grass, watering, fertilizing and pesticide treatment.
- You have a duty to pay rent on a timely basis, not to use the premises for illegal purposes, to keep the premises clean and to comply with all relevant building, housing and health codes.
- As a tenant, you must provide the landlord with reasonable access to the property to make any required repairs. Reasonable access is defined as access between the hours of 7:30 a.m. and 8:00 p.m.

Notes

The Application Process and Lease Closing: A Brief Overview

Before The Application

Prior to completing an application, all applicants must see the interior of the property. Submitting an application for said property is acceptance of the "as-is" condition.



The Application and Fees

Application

The application must be completely filled out by each applicant and signed. Each adult over the age of 18 who will live on the property is required to submit an application and the appropriate application fee. All adults must also submit government issued photo documentation of themselves (driver's license, passport, etc.) as well as proof of income.

Fee

The application-processing fee is \$50 per adult (if not married), which must be in the form of cash, a cashier's check or money order. The application fee is NON-REFUNDABLE.

Security Deposit

In addition to the application fee, each application must be accompanied with the security deposit for the property. The security deposit must also be in the form of a separate cashier's check or money order. If you are not approved for the property, you will be given a notice of action explaining which selection criteria you failed to meet and the security deposit will be refunded to you within three business days. If you provide us with a security deposit to hold a property, and after 10 days decide that you don't want to rent, you will forfeit the monies given to hold said property.

Screening and Criteria

Screening

We conduct a rigorous screening process, including but not limited to the following background checks: credit, criminal, eviction history, and sex offender.

Criteria

The applicant's credit history must have satisfactory ratings. CBI may verify residency for the past five years. Gross monthly income must be 2.5 times the monthly rent amount. Income may be confirmed with pay stubs, bank statements or if self employed, copies of tax returns for the past two years. All personal information obtained for the application process is confidential in nature and for company use only.

- Should the applicant's income not meet the criteria, a Guaranty Form must be submitted within 24 hours of the submission of the application. The Guaranty Form is a co-signer application where a family member or friend with superb credit becomes equally liable according to the terms of the applicant's lease. All guarantors must be property owners in the United States. The Guaranty Form must be notarized. All guarantors should receive a blank form of lease with a guaranty form.



Pet Application

There is a NON-REFUNDABLE administrative fee of \$250 per pet. Some owners may require a higher fee. Each pet application must be submitted with a photograph of the pet. Due to liability and for insurance purposes, the following dog breeds or mixed breeds of these types are not allowed: German Sheperds, Dobermans, Great Danes, Alaskan Malamutes, Pit Bulls, Chows, Rottweilers, Stafford Terriers, Presa Canarios, Akitas, Wolf-Hybrids and Siberian Huskies.

Landlord Approval and Processing Time

Landlord Approval

Processing Time

Processing an application usually takes two to three business days, but may take longer due to unforeseen circumstances.

The Lease Closing

As the prospective tenant, you must schedule a Lease Closing with CBI within three business days of the date that your application was approved. At the Lease Closing, the tenant(s) will be required to pay one full month of rent in the form of a cashier's check or money order. If the move-in date is not on the 1st of the month, then the tenant(s) will pay the prorated amount plus the next month's rent at the Lease Closing.

At the Lease Closing, a CBI team member will answer any questions that you may have and he or she will review the terms of the lease with you.

Keys

After all the lease requirements have been met and verified by CBI, keys will be released to you, the tenant on the first day of occupancy during office hours. You should not make copies of keys or change any locks without the written authorization of CBI.

If you lose your keys or lock yourself out of your home you may come to our office during regular business hours and we will make you a new set of keys. You will be charged \$25.00 for the new set of keys. If the lockout occurs during non-business hours and you must call a locksmith, it will be at your own expense.

Lease Prohibitions and Renter's Insurance

Lease Prohibitions

- All water-filled furniture requires that the tenant submit proof of insurance to the landlord within seven (7) calendar days from date of lease execution.
- Trampolines are prohibited on all properties.
- No pets are allowed unless specifically permitted by a separate written addendum.

Renters Insurance

Please be aware that your landlord's insurance will not cover the damage or loss of your personal effects (including food due to refrigerator failure). CBI strongly encourages all of its tenants to purchase a renter's insurance policy to protect their personal belongings. A CBI staff member will be happy to further explain or provide information for you regarding this matter upon request.

Move-In and Tenancy

Move-In Inspection

Prior to each move-in, the property will be inspected by a CBI team member. We will be taking video footage and/or photographs to document the state of the property at the time of move-in.

Move-In: Tenant Walk-Through

At your lease closing, you will be given a property Move-In sheet. When you perform your walk-through inspection, please note any deficiencies, cosmetic or otherwise, that you observe in the property. Please be aware that your move-in will be kept on file and will be used as a reference when any claims are filed against your security deposit.

Please take note that you must return your move-in inspection sheet (found attached to the back of this Handbook) to a CBI team member within 5 business days of taking possession of the property. Once you turn this inspection sheet in, needed repairs will be made if agreed to by the property owner.

Tenant Responsibilities

As a tenant, you have many responsibilities, including that you pay rent and other fees in a timely manner, that you do not use the property for illegal purposes and that you do not damage the property.

Another responsibility that you have is that you must provide the landlord with reasonable access to the property to make any required repairs.

"Reasonable access" is defined as access to the premises between the hours of 7:30 a.m. and 8:00 p.m.

Paying Rent

Rent is due on the 1st of each month and it is considered late if it is not received or postmarked by the 5th of each month. Check payments should be made out to CB Isaac Realty. Please include the leased property address in the memo line of your check.

Late Fees: CBI will not tolerate the delinquent payment of rents. If rent is paid after the 5th of the month, the tenant will be assessed a late fee (10% of monthly rent). Additional rent money due under a lease in addition to base rent, such as a late fee. Should a tenant continue to make late rental payments without paying additional rents, the landlord may begin eviction proceedings.

Generally, A Tenant Shall:

- Comply with all building, housing and health codes.
- Keep the dwelling clean and sanitary.
- Remove garbage from the dwelling in a clean and sanitary manner.
- Keep plumbing fixtures clean, sanitary and in repair.
- Not destroy, deface, damage, impair or remove any part of the premises or property belonging to the landlord, nor permit any person to do so.
- Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators.
- Conduct him/herself, and require other persons on the premises with his/her consent to conduct themselves, in a manner that does not unreasonably disturb the tenant's neighbors or constitute a breach of the peace.

Care of Fixtures and Appliances

Furnace: Familiarize yourself with the operation of the thermostat. The fan switch should always be set to auto and the other switch should be set to the appropriate "heat" or "cool". Be sure to clean regularly and/or replace the air filters. Please remember that heat pumps do not circulate warm air as gas furnaces do unless they are run on the "emergency heat" setting in which activates the resistance heat mechanism.

Central Air Conditioning: A property's air-conditioning system can only lower the inside temperature from that of the outside air temperature by about 10 to 15 degrees. Keep that in mind on hot days, do not set the thermostat below 70 degrees.

Window Air Conditioner: This equipment is susceptible to icing, so please use them conservatively.

Humidifier: Make sure that the water supply valve is open. Set the control to your comfort level. Please set the humidifier to the "off" position in cooler weather and shut off the water supply valve.

Stove/Oven: Familiarize yourself with the bake, broil, time bake and self-cleaning controls. For continuous cleaning ovens, use soap and water and never use oven cleaners or abrasives, as they will ruin the finish.

Microwave Oven: Be sure to use only microwave safe cookware to avoid melting. Never place a metal object in the microwave and keep all inside surfaces clean.

Refrigerator: From time to time, it is a good idea to remove the front grill and vacuum the coil area and clean the drip pan. Also, you will want to move the refrigerator periodically to clean underneath, but be careful not to damage the flooring when you move the appliance.

Dishwasher: Only use dishwasher detergent, never use laundry detergent or other soap. Always rinse the dishes before washing them in the dishwasher and keep the strainer at the bottom of the machine clean and free of debris. Water should not flow out of the air gap and into the sink during the drain cycle. If this does happen, the air gap may be clogged and you will need to contact CBI property management.

Garbage Disposal: Run cold water when you use the garbage disposal. You should avoid putting these items in the garbage disposal.

- Onion skins, Celery skins, and Potato skins
- Corn husks - Raw meats - Bones - Any other hard or stringy items

Exhaust Fan/Range Hood: Clean the filters regularly and keep the unit clean and free of any buildup.

Counter Tops: Counter tops are easily burned and scratched, so do not put hot objects on them and use a cutting board to slice foods.

Washer: Only use laundry detergent, never any other kind of soap. Do not overload the washer.

Dryer: Clean the lint filter after each use. Do not overload and do not dry sneakers in the dryer.

Light Fixtures: Do not use a light bulb of a higher wattage than the fixture was intended to have. This may damage the fixture and is a potential hazard. 60 watts is generally the highest wattage recommended for any light fixture.

Fireplace: Be sure that the damper is completely open before each use. Remove ashes regularly.

Smoke Detectors: Be sure that smoke detectors are in working order and replace batteries when needed.

Reporting Maintenance

All maintenance requests should be made in writing (except in emergency situations) and directed to the Property Management team at (352) 475-1211 or via e-mail at cbirental@yahoo.com. Maintenance request forms are also available in our office; they may be faxed or e-mailed to our office.

Emergency Maintenance

Please contact our office for emergency repairs. After-hours maintenance emergency calls can still be directed to our regular phone line, following the prompts for emergency calls. See Emergency Procedures section.

Inspection/Appointment

At various times throughout your tenancy CBI will require access to your property. We may need to perform quarterly inspections, you may have requested an inspection or repair or we may have scheduled an appointment to show the residence upon notice of you terminating your tenancy. These are just a few scenarios that could require CBI to arrange an appointment to visit your home. We do not want to make appointments that unduly burden you, and we will work around your schedule for that reason, if, for any reason, you make an appointment with CBI and we are unable to enter the property you will be charged "additional rent" as defined in your lease.

Change of Leasehold

Any request to make changes to or alter the property or lease in any way (such as new pets, adding or deleting names from the lease, etc.) MUST be submitted in advance, in writing, to CBI for approval from the Owner/Landlord. Such approval is at the discretion of the landlord.

Emergency Procedures

An emergency is defined as a serious situation that occurs unexpectedly and demands immediate action. Some examples of an emergency situation are: flooding, no heat during the winter, a gas leak, a fire or any such issue that must be addressed immediately to avoid damage to the property for your personal well-being.

If you experience an emergency situation please contact our office right away and follow the procedures below if possible. Keep in mind that air conditioning and appliance failure as well as drain stoppage are not considered emergency situations.

Heating System Failure

Electric Heat

1. Check the thermostat to make sure that the controls are set properly.
If the thermostat is digital check the battery.
2. Check the fuses and the circuit breaker.
3. Be sure that the access panel to the blower compartment is securely closed, because it will not operate otherwise.

Gas Heat

1. Follow the same guidelines as outlined for "Electric Heat".
2. Test any other gas appliances to determine if your service has been interrupted.

Oil Heat

1. Make sure that the emergency shut off switch is in the "on" position.
2. Check the oil level in the fuel tank.
3. Look at the thermostat, fuses, and blower compartment panel as outlined in "Electric Heat".

Water Related

If water is running onto floors from any appliance, fixture or pipe, close either the shut-off valve for the appliance/fixture or the main shut-off valve for the property.

Fire

Call Fire Department IMMEDIATELY (911).

Your home is equipped with smoke detectors, which should alert you of the presence of fire or smoke. Pursuant to your lease agreement, tenants are required to test the smoke detectors within one hour after occupancy and inform CBI immediately if detectors are not working properly. Tenants are required to maintain the smoke detectors by replacing batteries and notifying CBI in writing of any defect, we recommend that you keep a fire extinguisher on the property at all times and that you familiarize yourself with how to use this device.

End of Tenancy, Move-Out: Procedure and Last-Minute Details

References

We are happy to provide good tenants with a recommendation to other landlords, so be sure to have them contact us if you need a reference.

Move-Out

Preparing the Property: You should restore the home to move-in condition and be careful to note that there is no discrepancy between the move-in inspection list and the state of the home at the time of move-out. You may refer to your lease for mandatory move out procedures. CBI understands that the last few weeks of residency will most likely be busy ones so we have created a vacating checklist so to help you keep track of the details that will need your attention.

CBI strongly request that tenants have the home professionally cleaned and install fresh air filters. The carpets must be professionally cleaned and a copy of the receipt should be turned into CBI at the time of move-out. If there are pets on the premises, we require that the home be de-odorized and both the home and the lawn sprayed for fleas by a licensed pest control service. Tenants should fill all visible nail holes with spackle and cover these holes and any other wall marks with matching interior paint. If the property has a yard, the grass should be freshly cut, edged and fertilized, and the bushes trimmed back before move-out inspection.

Key Turn-In: Once the property has been properly prepared and vacated, you should turn in all keys and garage door openers along with any receipts for professional cleaning, pest control and yard/pool maintenance. These items must be turned in at the CBI office and cannot be left at the property that is being vacated. Keep in mind that tenancy may remain in effect and tenants may be subject to double rent if the keys are not turned in by or on the date of lease termination.

Inspection: After you have completed the move-out process and turned in your keys, CBI will schedule a move-out inspection to assess the current condition of the property compared to the state of the property at move-in.

Vacating Checklist

Please utilize this checklist when you are preparing the property for move out. If you have any questions about move-out preparation, please contact the Property Manager

Kitchen

- All exhaust fans and vent covers should be in working order and thoroughly cleaned.
- Kitchen cabinets, shelves, drawers, sink and counter tops must be washed inside and out.
- Refrigerators and freezers must be cleaned inside and out. You should move the refrigerator away from the wall so that you can clean behind and underneath the appliance. Take special care not to damage the flooring when you are moving the refrigerator.
- Stoves, ovens, cook tops and microwaves should be thoroughly cleaned both inside and out. Please do not use steel wool or other abrasive materials on the appliances because such materials can damage the finish. Be sure to operate the self-clean cycle if applicable.
- The dishwasher, trash compactor and garbage disposal should be washed out and wiped clean.
- Kitchen walls and floors must be cleaned and free of stains, dirt, dust and grease.

Bathrooms

- Bathtubs, showers and toilets must be cleaned, disinfected and free of soap scum.
- Cabinets, vanities and drawers should be wiped clean inside and outside, and shelf liners should be removed. Mirrors should be wiped.
- The floors and walls should be washed including the grout and caulking.

All Rooms

- If you have made alterations to the property, such as painting, you must restore it to the original condition unless agreed to by CBI in writing.
- All windows, sliding glass doors, screens and storm windows must be washed including the window tracks and the area between the interior window and the screens/storm windows.
- All woodwork, trim and doors must be wiped clean of dust and dirt.
- Smoke detectors should be in working order with fresh batteries.
- All light fixtures should be cleaned and the light bulbs should be in working order.
- Furnace filters must be swept and free of ashes and debris.
- All non-carpeted flooring should be washed and waxed where appropriate.
- Carpeted surfaces (including steps) must be cleaned by a professional carpet cleaner. If you have a pet, CBI requires that the carpets be treated for odor and pests. You must turn in a copy of the paid receipt to a CBI Property Management team member when you turn in your key(s). If the carpets are unsatisfactorily cleaned, they will be cleaned/treated again at your expense.

Grounds

- All trash, yard debris and personal items must be removed from the property. Only a minimal amount of trash may be left at the curb or trash pick up point. NOTE: Tenant must make proper arrangements with waste services for removal of larger items. If proper arrangements are not made, then tenant shall be subject to a waste removal fee by CBI.
- Please make sure that firewood is not stacked up against the home. If there was firewood on the property when you moved in, then a like amount should be left at your departure.
- All shrubs should be neatly trimmed and flower/shrub beds should be cleaned and free of weeds and leaves.
- The lawn must be freshly cut and free of debris.
- Walkways should be swept clean.

Grounds (Cont'd...)

- If there is a garage or tool shed on the property, it must be swept clean and tools that were present at move-in should be cleaned and in place when you leave (including BBQ grills).
- If your vehicle has leaked oil in the garage or driveway, the stain must be removed.
- Gutters and down spouts should be cleaned and free of debris.

Security Deposit Refunds

Please be assured that it is not our policy to withhold any portion of your security deposit without good reason. If cleaning and repairs are necessary, we will notify you of a claim against your security deposit. To avoid the inconvenience of the claim process, you should thoroughly clean your residence before you vacate it. We will inspect the premises after you move out and will render an accounting of your security deposit as soon as possible at your forwarding address.

Security Deposit Claims Process

CBI will hold tenant security deposits in a non-interest bearing account and notify the appropriate parties if a claim against the security deposit is made. Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord has fifteen (15) days to return the security deposit to the tenant. In the event that a claim is being made on the deposit, the landlord has thirty (30) days from the move-out date to give the tenant written notice by certified mail that a claim is being made on the security deposit. The tenant has fifteen (15) days from the receipt of the notice to object the claim. If the tenant does not object, in writing, the landlord may deduct the amount of the claim from the security deposit and return the remainder to the tenant within thirty (30) days. Any unsettled disputes regarding damages may be settled in court.

Termination

Florida law has certain notice requirements when terminating a lease. If a lease is year-to-year, notice of termination must be made at least 60 days prior to the end of the annual period. If a lease is quarter-to-quarter, notice of termination must be made at least 30 days prior to the end of any quarter period. For a month-to-month lease, notice must be made at least 15 days prior to the end of the month. For a week-to-week lease, notice of termination must be made at least 7 days prior to the end of the week. A written lease in some instances may alter these periods.

NOTE: Your lease agreement provides for an automatically renewable lease term, unless the tenant or landlord makes proper notification of termination.

Abandonment

If a tenant unjustifiably abandons a rental property, a landlord has the right to repossess the property, which terminates the lease. Abandonment shall be presumed should the unit be vacant for a period of time equal to one-half the time for periodic rental payments (e.g. 15 days), unless prior notification has been made to CB Isaac Realty. The tenant is liable for any unpaid rent prior to repossession and any extraordinary damages done to the property. Another option for the landlord is to do nothing and sue the tenant for rent as it comes due, Florida Law, however, requires that landlords mitigate damages. Abandonment by a tenant is considered justifiable where the landlord fails to keep the premises habitable.

Tenant Cancellation

If a tenant wishes to cancel a lease prior to the expiration of said lease, the tenant must first submit an application to cancel the lease to CBI. The property owner and CBI must approve this application in order for the tenant cancellation to proceed. If approved, the tenant and CBI will execute a Tenant Cancellation Agreement, which requires that the tenant

Tenant Cancellation (Cont'd)

must forfeit the security deposit on the property and be responsible for paying a Lease Cancellation Fee, in the amount of one months rent. CBI will then use its best effort to re-market the property.

Termination of the Lease

A landlord can terminate a lease for 2 reasons: 1) Nonpayment of rent and 2) Noncompliance with material provision in the lease. Some instances require time to cure (7 days) and others can be immediate. Tenants have the opportunity to correct curable citations that include: pet, guest, vehicle violations, parking in non-authorized spaces, or failing to keep premises clean. If the violation is curable, the landlord must give tenant a 7-day notice to comply.

A tenant may be evicted if they fail to cure a violation within 7 days. Examples of non-compliance which are of a nature that the tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the landlord's or other tenants' property by intentional acts or a subsequent or continued unreasonable disturbance. In such event, the landlord may terminate the rental agreement, and the tenant shall have 7 days from the date that the notice is delivered to vacate the premises. In the case that CBI terminates the lease on a property and the tenant remains on the property, it is understood that the tenant is living on the premises as a holdover tenant and shall be subject to the remaining covenant in the lease agreement.

Eviction

Under no circumstance may a landlord forcibly remove a tenant from a rental property. Instead, a landlord must bring an action for possession in court. A landlord has the right to bring a possession action if the tenant holds over, fails to pay rent or is otherwise in material breach of the lease

Eviction (Cont'd)

agreement, provided the landlord has given the required notice. In order for the landlord to gain payment of rent or possession of the dwelling, he/she must file suit in county court.

If the court agrees with the landlord, you will be notified in writing. The tenant then has five days (excluding weekends and legal holidays) to respond - also in writing - to the court. If the tenant does not respond or a judgment is entered against the tenant, clerk of the county court will issue a "Writ of Possession" to the sheriff who will notify the tenant that eviction will take place in 24 hrs. The lease provides that the prevailing party shall be entitled to attorney's fees.

Landlord Responsibilities

You just learned what your responsibilities include and you may be wondering what type of responsibilities the landlord has to you, the tenant.

Landlords are required to deliver possession of the rental property to the renter when the lease period begins. Failure to do so may entitle the renter to sue for damages. A landlord must ensure that the residential property is habitable. This includes complying with all building, housing and health codes. Roofs, windows, doors, floors, steps, porches, walls and other structural elements must be kept in good repair. Certain pests (e.g. termites) must be exterminated, heat made available in the winter, as well as heated running water throughout the year.

Landlords requiring access to a tenant's residence for repairs must give the tenant reasonable notice before entering the property. "Reasonable Notice" is defined as at least twelve hours prior to entry. If a landlord fails to keep up with the required repairs, a tenant should give the landlord written notice of non-compliance. If the landlord fails to make the repairs within seven days of receiving notice, the tenant has the right to terminate the lease.

Non-Discrimination:

It is against Florida law to discriminate in sale, rental, financing, and provision or real estate brokerage service, in the appraisal of housing or in the advertising of a dwelling on the basis of race, color, religion, sex, national origin, handicap or familial status.