TENANT HANDBOOK

Norman Investments, LLC

Norman Investments, LLC
PROPERTY MANAGEMENT

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REALTOR

EQUAL HOUSING OPPORTUNITY

TENANT HANDBOOK
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INTRODUCTION:

These rules and regulations are subject to change with notification at any time. The purpose of this handbook is to help explain the law regarding the rights and obligations of landlords and tenants. It should be used only as a guide and is **not** intended as a final authority or source of legal advice. This handbook is written with the hope that better understanding of the rights and obligations of each party may help prevent conflicts before they occur. The Virginia Residential Landlord and Tenant Act (VRLTA) is the primary Virginia state law regulating legal relationships between landlord and tenant. It supersedes local, county, and municipal ordinances and regulations. Other codes and ordinances also apply to rental units and agreements. The Virginia Uniform Statewide Building Code provides minimum standards for health and safety as does the National Property Maintenance Code. Fair housing codes are written by the county, state, and federal governments.

CONSIDERATIONS BEFORE RENTING:

Before signing any rental or lease agreement or addendum to lease agreement, prospective tenants should carefully read the lease and the Tenant Handbook to become familiar with all of its requirements and provisions. Remember, when a rental agreement is signed, it becomes a binding contract.

These are some items to consider before renting:

* Responsibility for utility services and account payments should be thoroughly understood. If the tenant pays for utilities, he/she should ask the utility company for monthly cost estimates and should know the maximum he/she can afford to pay for monthly rent and utilities and ask to be placed on a budget plan.

* Most rentals do not allow any type of pets. However, from time to time if pets are allowed, restrictions such as weight no more than 15lbs will be discussed and provided in writing. **A minimum pet deposit of $350** is required in addition to a normal security deposit plus monthly pet fee see Lease for specifics. Visually-impaired, hearing impaired, or mobility-impaired persons are entitled (by Fair Housing Laws) to have a certified guide, hearing, or service dog without the payment of a deposit, but the tenant is responsible for any damage caused by his/her dog. No treacherous or perilous pets of any kind are allowed to be kept or brought onto the property. No vicious dogs such as Pit Bulls, Chow, Rottweilers, Sharpel, Akita, Doberman, Mastiff, Presa Canario, Ovcharka, Fila Brasiliero, Cane Corso, Beauceron, Wolf Hybrids or mixed breeds on the aforementioned are allowed at any time not even to visit!

* Parking rules and regulations for off-street private lots should be thoroughly understood i.e., the number of tenant's cars allowed, provisions for guest parking, and whether the parking rules are enforced by towing.

SIGNING THE RENTAL AGREEMENT:

A lease agreement is a binding contract that defines the management and the tenant's responsibilities. Tenants should read and understand the lease before signing it. The tenant will be given a copy of the signed Lease Agreement and Tenant Handbook. After signing the lease, any changes, modifications, oral promises, conditions and agreements between the tenant and Owner and/or it agents must be in writing and signed by both parties to be enforceable. If either management or tenant fails to sign the lease, it still becomes effective and enforceable if the tenant occupies the premises, and rent money is paid by the tenant and is accepted by Norman Investments, LLC. All persons who will occupy the premises should be listed on the lease and those above the age of 18 will be required to sign the lease.

ASSOCIATION RULES AND REGULATIONS:

If the dwelling unit is located within a Community Association, Homeowners Association or Condo Association, tenants will be subject to follow all rules and regulations of that Association. When move-in occurs the tenant will be provided with all information about the rental property Association Rules and Regulations and it is the tenant's responsibility to read, be aware of and follow all Rules and Regulations listed. An addendum will be added to the lease stating that the tenant has received a copy of the Association Rules and Regulations.

CABLE AND SATELLITE:

A tenant shall not alter or permit any alteration of the outside of premises without the prior, written permission of Owner. If consent is given is at the tenant's own cost. After the equipment is installed it must be removed at the time of move-out.

Norman Investments, LLC will not approve installation of a satellite dish antenna on a roof.

DUPLICATE KEYS AND ADDITIONAL LOCKS:

You will be issued at least one (1) set of keys. **A fee of $75.00 ($125.00 after normal business hours, weekends, and holidays)** will be charged to you for providing a new set of keys. Landlords/management have a legal right to keep copies of all keys to all rental units. If a tenant needs to add new or additional locks, the property manager **must** be notified and the tenant **must** have authorization from the property manager and give him or her a copy of each new or changed key immediately following the change and/or installation. This is imperative should an emergency occur.

GENERAL RULES AND REGULATIONS (listed within the lease):

- No smoking.
- Tenant must carry Renter's Insurance with **Norman Investments, LLC listed as additional certificate holder.** Since this is stated within the lease, if Renter's Insurance is in default or removed the tenant will be responsible for all damage to his/her property.
- Tenant must keep utility accounts paid and set up in the tenant's name and maintain during the lease term.
- Tenant must change all HVAC filters (with correct filters) every month.
- Tenant must keep smoke detectors operational at all times test monthly.
- Tenant must keep gutters debris free by having them cleaned and cut and trim shrubs and keep lawn no more than 3" high if not covered by HOA.
- No pets of any kind.
- Tenant must dispose of trash properly.
- Tenant must follow all HOA Rules & Regulations (if within a community for which that applies.)

GUESTS:
No guest allowed over 7 days; if this occurs you will be charged a daily rate of $35 per day until they vacate.

PAYMENT OF RENT:
Rent payment is due on the 1st day of the month and will be considered late after the 5th day of the month. Norman Investments, LLC accepts on-line payment by e-check using Rentigo or by credit/debit cards using clearXchange.com or you mail personal check, money order, cashiers or certified check:
Norman Investments, LLC
Post Office Box 6
Gum Spring, VA 23063

LATE FEES:

Rent is due on the **1st of each month**, in the event that any payment required to be paid by Tenant under the Lease Agreement is not made within **five (5)** calendar days of when due, Tenant shall pay to Landlord/Agent, in addition to such payment or other charges due hereunder, **a "late fee"** in the amount as defined in the Lease Agreement. Tenant may not designate how payments received by Landlord/Agent are applied to their account. Any payments received are applied to charges in sequential order as they were charged to the tenant's account. All rents are received with reservation. There will be a Notice of Default issued on the 6th day of the month should rent not be received. This gives the tenant 5 days following to pay unpaid balances. If payment is not received an unlawful detainer will be issued and turned over to an attorney for collection, and the tenant will be held responsible for all court costs and legal fees. Failure to pay rent, or frequent late payments, can be cause for eviction. Upon a default judgment for nonpayment of rent, the VRLTA requires immediate issuance of an eviction notice by the court, and the usual 10-day appeal period for an eviction judgment does not apply. If a tenant is unable to pay rent on time, he/she should explain the situation, in writing, as soon as possible who may agree to a different rent payment plan to avoid the inconvenience and cost of eviction proceedings in court.

MILITARY EXEMPTION:

A full-time member of the U.S. Armed Forces or Virginia National Guard, or a Civil Service technician with a National Guard unit may terminate a rental agreement with a 30-day written notice to the landlord, provided that the date of departure (surrender of premises) occurs within 60 days of the notice. Such tenants must:

* be transferred more than 35 miles from the rental premises; and,
* have received orders for more than three (3) months duration; or,
* have been discharged, or released from active duty, or full-time duty; or,
* have lost his/her basic allowance for quarters and have been ordered to government-supplied quarters.

Along with the written termination notice, the Landlord must be given either a copy of the official orders or a letter signed by the tenant's commanding officer confirming the orders. The rent must be prorated to the date of termination. VRLTA prohibits from charging any liquidated damages for such early termination if the tenant has resided in the rental premises for at least 12 months. However, if the tenant has resided in the property for less than twelve months, the landlord may require payment of liquidated damages in an amount no greater than:

* One full month's rent if the tenant has completed less than six months of the tenancy; or
* One-half month's rent if the tenant has completed at least six but less than twelve months of the tenancy as of the effective date of the termination.

MOVE-IN INSPECTION:

There will be a move-in inspection. If there are unacceptable conditions not noted at move-in tenant must notify Norman Investments, LLC within 7 days of move-in.

PARKING:

As part of the lease agreement parking is property specific. If there is designated parking it is the tenant’s responsibility to park in designated area to avoid towing. A vehicle may not be repaired on any part of the property (oil change, transmission fluid change, or any other work that pertains to fluid spills). Parking on the lawn, sidewalks or inside the home (motorcycles, dirt bikes, etc.) is prohibited. Any motor vehicle must be registered with current tags and inspection sticker. All vehicles must be in working condition and have no flat tires or outward damage that would make it an eyesore for the property.

PERIODIC PROPERTY INSPECTIONS:

As part of our agreement with the property owner we will conduct routine inspections to determine the condition of the property. The tenant will be notified of inspection 24 hours in advance and will be notified of any problems, then given 14 days to remedy the problems. Any breach not corrected will be remedied by Norman Investments, LLC and billed back to the tenant. Should the tenant not agree with the bill and refuse to pay, the cost will be deducted from tenant rent monies. All late fees, court costs, and attorneys’ fees will be the responsibility of the tenant.

PETS:

The tenant shall not keep pets on the property without prior written consent. Pet weight (up to 15lbs) and breed will be evaluated before agreement to allow pet on lease. When there is an agreement that a pet(s) can be brought into the property there will be a deposit required from the tenant as well as to a pet addendum. All pet owners (regardless of need) are liable for damage done to the premises by their pet(s). If a pet(s) is approved to be kept on property, the tenant will agree to keep the premises on which the pet(s) is kept in a sanitary manner (pick up after your pet please). A further description of pet regulations will be stated within the lease. Pet addendum will state that if any damages occur and exceed the amount of the pet deposit the tenant will be fully responsible for all damages caused by pet(s). By law, service pets for disabled persons may reside at the property without extra charges, given that the pet is needed to help with the disability. Proper paperwork is required to validate the disability and need for a service pet.

RETURNED CHECK FEES:

If a tenant's payment is returned by a bank for insufficient funds or other reason, ***a fee of $100.00 will be charged***. If the returned payment was a rent payment, the rent is unpaid and the tenant may be charged a late fee **($150.00)** in addition to the NSF fee and the rent payment itself. If a payment is returned, Norman Investments, LLC has the option to require all future payments in the form of Cashier's Check or Money Order.

RENTER'S INSURANCE:

The tenant must obtain Renters Insurance **within 30 days of** move-in with **Norman Investments, LLC listed as additional certificate holder.** This can be *obtained through any insurance provider.* The tenant's belongings are placed in the property at sole risk of the tenant. Renters insurance may help recover items from the property due to loss, destruction, theft of, or damage to property. Failure to carry the required Renters Insurance policy may result in the tenant's loss of his/her possessions at no fault of Norman Investments, LLC, and/or the Landlord.

SECURITY DEPOSIT:

The security deposit is determined prior to time of move-in and the amount is clearly stated in the lease agreement and on the rental application. This is meant to secure a complete and faithful performance by the tenant of all terms and conditions of the lease agreement. If the tenant becomes in breach of his/her lease due to physical damages or **any** charges that have not been reimbursed through the term of the lease, the lease may be terminated and the Tenant hereby agrees that any costs and fees will be taken out of the security deposit. A damage addendum has been added to the lease with cost of specific items the tenant can be charged for but is not limited to what the tenant can be charged.

UTILITIES:

Tenant must put all necessary utilities in the tenant's name upon move-in. Tenant shall pay all deposits required by any of the utilities not provided by the landlord. Tenant must maintain all electric service and or heat in the premises throughout tenancy to prevent any damages from occurring to the property.

MAINTENANCE AND CONDUCT:

Tenants are required to keep the dwelling unit in a clean and safe condition.

*Keep the rental unit clean and safe, and properly dispose of trash, and comply with all requirements of applicable building and housing codes. The tenant can be charged for his/her negligence and carelessness, such as clogging sanitary drains with foreign materials, puncturing freezer coils during defrosting, or breaking glass windows. The tenant must promptly notify Norman Investments, LLC of broken or damaged items in need of repairs or services. There will be no unauthorized repairs. Extra charges can be levied if additional damage occurs due to not promptly notifying the property manager. After giving proper notice, the tenant must allow property management access to the premises to accomplish necessary repairs or services.

*Must change all HVAC filters every month (provided by the tenant). The tenant will be responsible for keeping debris out of vents.

*Must keep gutters free of debris if not provided within the signed lease if not covered by HOA.

*Must care for lawn and any landscaping provided with the property unless otherwise stated within signed lease if not covered by HOA.

*Before you move-in there will be an inspection for any pest infestations. If there is a problem with pests after the move-in, the tenant will be responsible for reporting the area of concern to be handled by the owner. Firewood and other sources of termites shall not be stored within twenty (20) feet of dwelling.

- No portable heating devices are allowed in the property;
- Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only no parking on grass or in the yard;

*Tenants shall be responsible for keeping fresh batteries in smoke alarms and testing smoke alarms monthly.

*No above ground swimming pools or trampolines are allowed on the property at any time. Fencing maybe installed with Landlords/Agents prior written approval

*There will be no waterbeds allowed on rental premises.

*Prevent abuse, misuse, or neglect of the rental property and items within.

*Tenants are fully responsible for the conduct (behavior) of all occupants, their guests, invitees and themselves. A guest/invitee of the tenant may be barred from the premises for conduct that violates the terms of the tenant's rental agreement. There will be a written notice served upon the tenant, guest or invitee that describes the unacceptable conduct, disturbance, noise, etc. as the basis for action. This letter will be considered a warning to make changes to the given situation. If the problem continues there will be grounds for lease termination due to default of lease.

*The tenant is responsible for following all of the listed compliances within the lease as well as stated information within this handbook and otherwise said.

ALTERATIONS AND IMPROVEMENTS:

Tenants will not remodel or make any structural changes, alterations or additions to the premises, remove or exchange appliances or equipment, such as, but not limited to air conditioning, heating, refrigeration or cooking units, radio or television antennae, will not drive nails or other devices into the walls or woodwork (a reasonable number of small nails as picture hangers excepted; tape not to be used), will not change the existing locks, refinish or shellac the wood floors of the premises, without prior written permission of the Landlord or the Landlord's Agent.

CLEANING AND MINIMUM STANDARDS:

a. Granite countertops must be maintained at a high standard (keep all countertop surfaces clean and free of debris/food particles to keep from damaging the granite).

b. With all bare flooring (wood, linoleum, ceramic, etc.) the tenant is responsible for putting floor coverings under furniture to prevent from being scratched or damaged, as well as keeping the flooring clean and clear of debris/food particles.

c. The tenant will be responsible for carpet cleaning at move out by a licensed professional with receipts to be provided to Norman Investments, LLC. If there is damage to the carpet or it has not been properly cleaned, Norman Investments, LLC will have it done and the cost will be at the tenant's expense.

d. All window treatments provided in the property must be cleaned, maintained. If damaged by the tenant, the tenant will be responsible for replacement.

ILLEGAL DRUGS or CONTROLLED SUBSTANCE:

Tenants agree not to possess or use, or allow any of tenant's invitees or guests to possess or use any illegal drugs or controlled substances on said property, and if any are used they will report same to Landlord/Agent immediately. Violators hereby acknowledge that they will be evicted immediately and Tenant here by agrees that they will forfeit their deposit.

ASSIGNMENT AND SUB-LETTING:

Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof.

EMERGENCY AND DISASTER PROCEDURES:

- If there are any disasters or emergencies, **please call 911**.
- Report all outages to proper utility companies (including electricity, water, and gas).
- In the winter season when it snows or icing occurs, keep all walkways salted, sanded and shoveled if not covered by HOA.

IT IS IMPERATIVE THAT WHEN TENANTS MOVE INTO THE PROPERTY THAT TENANTS HAVE AN ESCAPE PLAN FOR ANY TYPE OF DISASTER SUCH AS FIRE, COLLAPSE OF TREE OR NATURAL WEATHER DISASTER!!! IF THIS PLAN IS NEEDED BE SURE TO CALL THE LOCAL AUTHORITY AND Norman Investments, LLC TO NOTIFY THE CORRECT PERSONS ABOUT THE SITUATION.

A maintenance emergency is any situation that would endanger you, the community, your home, and/or your belongings.

Examples:

* **No heat**
* **No air conditioning and temperature is above 95 degrees**
* **The smell of gas fumes**
* **Substantial leak that cannot be controlled and could cause serious damage**
* **Fire**

The above are just examples and not an inclusive list of every emergency situation. However, we trust that you will use wisdom and consider the nature of your call, and if it can in fact be dealt with during regular office hours.
A $75.00 FEE PER RESPONSE WILL BE CHARGED FOR ALL AFTER-HOUR LOCKOUTS.

FOR ANY AFTER HOURS EMERGENCY,

PLEASE visit: www.normaninvestments.com to report any maintenance Request.

MOVING OUT

NOTICE:

Notice when served has to have signatures from all lease/occupant holders and delivered within the 60-days at the first of any given month before the lease expires. All notices should be in writing and be sent by regular mail, hand delivery, fax or email.

Lease Termination:

The tenant or Norman Investments, LLC may terminate the lease at the end of initial term of lease. The tenant is responsible for giving a 60-day written Notice at the first of any given month prior to the renewal. The tenant, in addition to providing Notice of cancellation, must be current in rental payments, must surrender possession of the premises in good condition, with exception of reasonable wear and tear. If this notice is not provided, the agreement will self-renew for the period of the stated lease then tenant must give 90-days written notice at the first of any given month.

Lease Self Renewal:

When the lease is complete there will be a self-renewal period stated on the lease. If the tenant does not give a 90-day notice, it will be assumed that the lease holders will be continuing the lease in which the automatic lease renewal will take affect for the stated time on the lease.

PROPERTY SOLD:

If this property is **SOLD**, Landlord and Tenant's agree that this lease shall be subject to a **60 (sixty) day** cancellation, by either side, upon due delivered notice to the other party. Tenants hereby agree to allow property to be shown by Landlord/Agent with a minimum of 48 hours' notice.

MARKETING DURING NOTICE PERIOD:

As stated within the lease if the proper notice has been given for non-renewal of the lease, the property is eligible to be marketed as **'For Rent'**. A call/text/email to the tenant 48 hours in advance will be considered proper notice to show the property. If tenant cannot be reached, a message on his/her voicemail will be considered proper notice. The tenant is expected to have the property in good showing condition (clean and free of debris within and outside the home). The tenant cannot put off the showing of the home. As soon as the tenant is in agreement or awareness that a showing will occur, Norman Investments, LLC may set up multiple person showings at 30 minute increments.

MOVE-OUT INSPECTION:

The VRLTA allows the tenant to be present at the move-out inspection. The tenant must notify us of the wish to be present and we will schedule the inspection within 72 hours of the day the tenant returns the keys. If tenant does not want to be present or fails to show up at the scheduled time, our inspection report will be final and the tenant will not be allowed back onto the property to correct any defects.

SECURITY DEPOSIT INFORMATION and RETURN:

THE SECURITY DEPOSIT MAY NOT BE USED AS LAST MONTH'S RENT!!!
Any outstanding rent monies due at time of move out will be charged a late fee and a court fee.

The following are the requirements for a full refund of your deposit:

* Tenant has left the premises clean and undamaged and followed the check-out procedures.
* Walls are clean and unmarred. (Homes are NOT to be painted between tenancies)
* Paid all charges (including Late Fees and Return Check) and rents due.
* Removed all debris, rubbish and discarded all items from the premises. (If there are still belongings within the property you will still be liable for payment of rent due to lease being extended until vacant).
* Provided a forwarding residential address and telephone number.
  NO work addresses will be accepted.
* Have an acceptable move out inspection report.
  VRLTA allows 45 days for return of Security Deposit.

SUMMARY:

***Tenant(s) hereby acknowledge and agree, rent is due on the 1st of each month. Rent is late on the 6th day of each month.**

***A late fee will be added for all late rent (as defined in your lease agreement). Only a Money Order, Cashier's check or Certified Funds will be accepted after the 5th day of the month.**

***A $100.00 NSF Fee will be added for all non-sufficient funds.**

***If the full balance has not been paid in full, an unlawful detainer will be filed. A filed unlawful detainer will include, Attorney's fees and court cost in addition to late fees, rents, etc.**

IN CASE OF EMERGENCY NOTIFICATION:

(A) **Automatic Termination**. If the sole remaining Resident dies while still in possession of the Property, this Lease shall automatically terminate as of the date of the Resident(s)' death, without penalty, and Norman Investments, LLC shall not be required to seek an order of possession. Resident(s) estate shall remain liable for any balances due, as otherwise required by this Lease and/or the Virginia Rental Housing Act § 55-248.2.

(B) **Emergency Point of Contact**. If no person is authorized by order of the Circuit Court to handle probate matters for the deceased Resident, then Norman Investments, LLC may dispose of all of Resident(s)' personal property within the Property after giving ten (10) days written notice to: **(i)** the person identified in the rental Application, Lease or other written document as Resident(s)' emergency point of contact; or **(ii)** the Resident(s) in accordance with VRHA § 55-248.6, if Resident(s) supplied no emergency point of contact or the contact information for the emergency point of contact is incorrect, incomplete or outdated. This notice shall include a statement notifying the recipient that any items of personal property left in the Property after the ten (10) day period will be deemed abandoned and may be disposed of in accordance with the procedures set forth in VRHA. § 55-248.38:1. If one (1) or more of the emergency points of contact requests that Norman Investments, LLC provide such person with access or keys to the Property, Norman Investments, LLC may demand reasonable proof of identification. Once Norman Investments, LLC is satisfied with such identification, the authorized emergency point of contact may: **(i)** have access to the Property and/or any documents or information, to which Resident(s) might otherwise be entitled; and **(ii)** rightfully claim and remove Resident(s)' personal property from the Property and/or otherwise directly handle any matters with Norman Investments, LLC. Nothing herein shall be construed as granting or determining any legal rights of any person relative to the Resident(s)' personal property. Norman Investments, LLC may discuss, negotiate and resolve any matter arising out of the Lease or Resident(s)' occupancy of the Property with such emergency points of contact.

(C) **Disposal of Personal Property**. After the ten (10) day period, the personal property remaining in the Property shall be treated as abandoned property and shall be disposed of as Norman Investments, LLC see fit and appropriate. From the Resident(s)' date of death and continuing until Norman Investments, LLC disposesof the Resident(s)' personal property, Norman Investments, LLC shall not have any liability for the risk of loss for such personal property. If Norman Investments, LLC sells any of the personal property, then Norman Investments, LLC shall credit Resident(s)' account for such sale price, less Norman Investments, LLC reasonable costs incurred in such sale and the removal and/or disposal of all of the personal property.

TENANTS ACKNOWLEDGEMENT:

We acknowledge that this Tenant Handbook is a binding agreement and apart of the Lease Agreement.

SIGNATURE:

_____ _____

Tenant Signature **Date**

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_____ _____

Tenant Signature **Date**