

# Lanier Enterprises, LLC Property Management

**Resident Handbook** 

Building a solid foundation for the future!

Lanier Enterprises, LLC Property Management

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## Table of Contents

Introduction Our Company Lanier Enterprises Staff Lanier Enterprises Office Hours Lanier Enterprises Fair Housing Policy Moving-In Condition of Property Move-In Inspection Report Keys / Entrance Codes Utilities Payment of Rent Late Fee Policy Returned Payments **Direct Debit Payment Program** Roommates Maintenance Tenant's Responsibilities Maintenance Requests Access for Repairs After Hour Emergencies Lock Out Service Lanier Enterprises Right of Entry Authorized Occupants Change in Occupancy Subleasing Lease Agreement Pets Carpeting **Decoration and Alterations** Renter's Insurance Smoke Detectors Lease Renewal 12-Month Lease Extension Month-To-Month Tenancy Holdover Tenancy Rental Increases Notice to Vacate Marketing the Property **Termination Prior to Lease Expiration-Review** Moving Out **Final Inspection** 



Security Deposit Rental Qualifications Employment Income Credit Reports Eviction History Criminal History Non-Discrimination Policy Identity Theft & Confusion



#### Introduction

Lanier Enterprises Property Management, welcomes you to your new home. We are dedicated to making your tenancy as carefree and enjoyable as possible. This Resident Handbook will serve as a helpful reference guide. It outlines some of your responsibilities as a tenant, clarifies some of the provisions of your lease and offers a few suggestions which, we hope, will make life in your new home a little easier. Although this Handbook will answer many of your questions, please do not hesitate to call us should you need further clarification or assistance. We are always happy to hear from you.

Please understand that this Handbook serves as a guide; it does not in any way supersede the provisions of your Lease Agreement, the Lease Addendum, the building's House Rules (if applicable), and/or any applicable federal or local laws.

#### **Our Company**

Lanier Enterprises Property Management is a dynamic and enterprising property management company offering an authentic and genuine level of personal service, while delivering the highest quality of professional real estate service, experience and expertise.

At Lanier Enterprises, we are about making people feel at home. When you move into a property managed by Lanier Enterprises, you can be assured that our company is dedicated to providing incredible service every day, thoughtful details around every corner and a goal of making people feel at home.

We embrace a customer service philosophy with the ultimate goal of making our residents happy. Here, you'll find a refreshingly genuine approach to service – friendly, attentive, and reliable. We love what we do and we look forward to having you as a resident.

Our first priority is to our residents and the communities we are a part of. We take ownership responsibility for our properties. We are accountable and conduct ourselves with utmost integrity. Our core values mean we do what's right. We are a group of dedicated individuals who strive everyday to make our communities wonderful places to live. We believe in helping those around us, enhancing the neighborhoods we are a part of, and giving back to the local community.

Lanier Enterprises Property Management is an active member of the National Association of Residential Property Managers and the Property Management Association.



## Lanier Enterprises Staff

Lanier Enterprises is staffed by experienced, service oriented professionals. However, to ensure that we deliver quality customer service in the maintenance of the property and our daily operations, we do work with several 3rd party vendors to provide some of our services. These vendors have been screened to ensure your safety. Our vendors that we work with have the necessary licenses for their services and are properly bonded and / or insured.

## Lanier Enterprises Office Hours

Our office is open Monday through Friday 9am to 5pm. Saturday and Sunday by appointment only. Our office is located at 11140 Rockville Pike, Ste. 100-341, Rockville, Maryland, 20852.

## Lanier Enterprises Fair Housing Policy

Lanier Enterprises Property Management firmly believes that choosing a home directly impacts the hopes, dreams, aspirations, and economic future of those involved. It is for this reason that Lanier Enterprises is committed to the letter and spirit of the Federal Fair Housing Act, The District of Columbia Human Rights Act and all other federal and state laws enacted to guarantee a housing market free from discrimination.

Lanier Enterprises will not discriminate on the basis of:

- Race
- National origin
- Religion
- Sex
- Familial status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18)
- Mental or physical handicap (disability)

#### Moving-In

It is our policy to collect one full month's rent and your security deposit (an amount not to exceed the first month's rent) prior to your move-in date. If your move-in day is other than the first day of the month, your rent will be pro-rated accordingly. The pro-rated rent amount stated in your lease will be due prior to your move-in date. Please contact your property manager if this is not clear.

If you are renting an apartment within a condominium or cooperative building, all move-ins must be done in compliance with the association's rules. Please contact the association's management office to schedule your move-in and to determine their requirements. You will be responsible for the payment of any move-in fees and/or deposits charged by the



association as well as fines which may be imposed for violating their rules. You will be responsible for any damage that occurs during your move-in. Please take proper care in supervising your movers.

## **Condition of Property**

We have made every effort to have your home ready for your arrival. It is our intent to deliver the property to you in good condition and, with your help, keep it that way. We understand that it is going to be your home, and as such, you care about its condition. You will discover that we share your desire to keep the property in good condition. However, please understand that few of our properties are new. Each property has its own idiosyncrasies, blemishes and problems. It is both impractical and impossible to maintain the property in perfect condition. Unfortunately, sometimes individual expectations of the condition of the property differ from ours. We make every effort to avoid disappointment.

## Move-In Inspection Report

At the time you sign your rental agreement, you will be provided with a Move-In Inspection Report. You should complete this document and return it to our office within 30 days following move-in. The Move-In Inspection Report is provided for your protection. You should list any pre-existing damage or deficiency in the property. We will utilize this form when we conduct the move-out inspection when you vacate the property. It is therefore in your best interest to carefully complete the form. Should you believe it necessary, you are welcome to provide photos or other documentation.

If any additional problems are discovered after you turn in this report, simply contact your property manager. If the problem happened prior to your occupancy it will be added to your Move-In Inspection Report.

## Keys / Entrance Codes

Keys or entrance codes to your property will be issued on the day you are entitled to occupy. One set of keys is issued to every person named on the lease. Additional sets of keys may be made at your own expense. Lanier Enterprises does not offer lock-out service.

If you are moving into a building with a controlled access system, you will be issued one access card or key for every person named on the lease. You may obtain additional cards or keys at your own expense, if permitted by the building. You may not alter, change or install any lock(s) without the prior written consent of Lanier Enterprises.

All sets of keys, even sets that you may have made at your own expense, must be returned to Lanier Enterprises at the time you vacate. Failure to return all keys on or prior to the last day of your lease may result in you being billed for extra days of rent, new locks and/or new keys. Keep in mind, any keys that are not returned means that you are still in possession of the property because you still have access. Any unreturned keys will result in a **\$75** locksmith fee.



## Utilities

If you are responsible for the payment of one or more utilities, as stated in your lease, it is your responsibility to contact the appropriate utility company prior to move-in to arrange for service to be activated and billing to be placed in your name. You will be responsible for the payment of any hookup or new service fees.

We will also ask that you use reasonable care in conservation of utilities (water / sewer) not chargeable to your unit. If there is excessive use of these utilities (water / sewer), your unit may be accessed an additional fee for the excessive use.

#### Tenant Portal

For your convenience, and to better serve all of our tenants, we now offer access to your account information 24 hours a day, from any computer, tablet, or mobile device. With our online Tenant Portal, you can:

- View your account balance, charges, and payments
- Pay your rent online, safely and securely
- Submit maintenance requests online
- Download your lease agreement and other important documents
- Access an online directory of important phone numbers
- And much more

If you have not already received a password and instructions, please point your web browser to our home page (<u>click here to access the Lanier Enterprises</u>, <u>LLC home web page</u>) Once there:

- 1. Enter the email address you have on file with us into the Resident Sign In box
- 2. Click on "Forgot your password? Request a new one"
- 3. Enter your email address and then wait for a welcome email containing your temporary password

We hope this service will enhance your experience with us

## Payment of Rent

Rent is collected electronically from each tenant via our Tenant Portal at our home webpage (click here to access the Lanier Enterprises, LLC home web page). *THERE ARE NO* <u>EXCEPTIONS!</u> Rent is due on or before the first day of each month. <u>A late fee of 5% will be</u> <u>charged for all rental payments not received in our office by close of the 5th business day of the</u> <u>month.</u> Due to payments being sent via our web portal and not the U.S. Postal service, there is no grace period! Lanier Enterprises does not bill for rent. Our system will email you a payment receipt to your email on file. If you have any questions regarding how your rent payment is processed, you can visit your Tenant Portal.

# Please keep in mind that as per your lease, you have waived your right to your 30 Day <u>Notice to Quit</u>. If your rent is not received in our office by the second day of the month,



#### Lanier Enterprises has the right to begin the eviction process "IMMEDIATELY".

#### Late Fee Policy

Any payment not received by close of business on the fifth day of each month will be assessed a **5%** late fee. Rent, late charges and other legitimate charges will be posted to your account with Lanier Enterprises. Payments received are applied to the oldest outstanding charge first.

If there is an outstanding charge on your account when your rent is due, payments will be applied towards the outstanding charge first and then toward the current rent due. If the payment is not sufficient to cover past due charges as well as the current rent charge, your current rent will be short. If the rent is short you will incur a late charge. To avoid late charges be sure to pay the full balance due in your account by the first day of the following month.

#### **Returned Payments**

You will be charged a fee of **\$50.00** if your check or ACH debit is returned by your bank due to insufficient funds. In addition to the returned check fee, you will be assessed a late fee if the returned check causes your rent to be paid late.

#### Direct Debit Payment Program

Lanier Enterprises Property Management offers a direct debit program for the payment of your monthly rent. Your rent will be automatically deducted from your checking or savings account on the first business day of every month. The program is *"MANDATORY"* and is provided at no cost to you. Some benefits include:

- Eliminates the need for check writing
- Eliminates postage expense
- Avoids late charges
- Eliminates check writing fee charged by your bank

To participate, instructions will be emailed to setup send you security deposit and set up your monthly payments.

#### Roommates

If you have roommates, rent <u>may</u> be paid by separate checks. Please remember that each person named on the lease is *"mutually"* and *"individually"* responsible for the payment of the full amount of the rent.

#### Maintenance

We must work together to keep the property in a good state of repair during your tenancy.



Your responsibilities include all areas of the property which need constant or periodic attention and/or care. You are also responsible for properly using the appliances, heating & a/c system and plumbing. Finally, of course, if you break or damage anything in the property, you will be held responsible for the cost of its repair or replacement. Beyond that, Lanier Enterprises is responsible for all other maintenance and repairs.

#### Tenant's Responsibilities

This is not necessarily a complete list. Some of the listed responsibilities may not be applicable to all properties.

- **Cleaning** You are responsible for keeping your home clean, safe and pest free. This includes removing waste and trash and keeping plumbing fixtures and appliances clean.
- Light Bulbs You are responsible for the replacement of all burned out light bulbs of any type. You will be responsible for replacing all burned out bulbs at time of move-out.
- **Cleaning Filters** You are responsible for replacing or cleaning the furnace and air conditioning filters. They should be replaced or cleaned at least once every two months. You will be held accountable for any damage which results from your failure to properly clean and maintain the filters. If you are uncertain how to change or clean the filter, please contact your property manager and they will instruct you.
- **Appliances** You are responsible for the proper use and cleaning of all appliances. Floors. You are responsible for proper care and cleaning of any carpet which may exist in the property. Proper care ludes vacuuming and steam cleaning the carpet as needed. You are responsible for the proper maintenance and cleaning of wood floors. Please use care not to scratch or damage the floors. In accordance with your lease, 80% of the floors must be covered by carpeting.
- **Plumbing** You are responsible for keeping the plumbing free from stoppages. Please report any drips or leaks to Lanier Enterprises. You are responsible for unclogging all plumbing stoppages which are not directly caused by faulty plumbing.
- **Gutters** If you rent a house, you are responsible for keeping the gutters, downspouts and exterior drains cleaned and clear of leaves and other debris.
- **Yard** If you rent a house, you are responsible for the proper upkeep of the yard and gardens, which ludes mowing, pruning, weeding, raking and mulching.
- **Snow and Ice Removal** If you rent a house, you are responsible for removing snow and ice from the driveway, sidewalks and all walkways.

## Maintenance Requests

Please report all maintenance problems to Lanier Enterprises as they are discovered. Request for maintenance may be placed via the Tenant Portal (<u>click here to access the Lanier</u> <u>Enterprises Tenant Portal</u>) on the "Residents" tab or by contacting your property manager, preferably by email so there is a record of the request. Text messages for maintenance requests will not be accepted under any circumstances. You must contact Lanier Enterprises in regards to all service requests. If you request service from any source other than from Lanier Enterprises (e.g., if you call a contractor directly), you will be responsible for payment of the



resulting invoice. This applies even if your property has on-site maintenance personnel.

## Access for Repairs

You will be responsible for providing repair persons access to your property if your property does not have front desk service. It may be necessary for you to meet with repair persons during normal business hours. Lanier Enterprises is not responsible for providing repair persons access to your property.

## After Hour Emergencies

For emergencies which pose immediate danger to person or property (such as fire, flood or gas leak) please contact the proper authorities (such as the police or fire department) immediately and then contact Lanier Enterprises. If your problem can wait until the next business day, please contact the property manager assigned to your association during regular business hours. However, if your problem requires immediate attention, please call Lanier Enterprises Real Estate's main phone number: 202-656-0082 . In your message, please explain the nature of the problem and how you may be reached. The property manager on duty will be paged and will return your call. They may ask for your help in troubleshooting the problem and providing access to the repair person they will dispatch. If a message is left about a problem which doesn't constitute a true emergency your call will be returned during normal business hours.

## Lock Out Service

Lanier Enterprises does not offer lockout service. If you have locked yourself out of your home, please don't leave a message in the voice mailbox. You may contact your property manager during regular business hours to determine if Lanier Enterprises has a key to your property. If we do, you may come to our office to borrow the key to get into your unit as long as you return it to us promptly. Otherwise you will need to hire a locksmith at your expense.

## Lanier Enterprises Right of Entry

By signing the lease agreement you have authorized Lanier Enterprises to enter your home to inspect for damages, make repairs and show your unit to prospective renters or buyers. However, except in emergency situations, Lanier Enterprises will provide you with advance 24 hour notice of our intent to enter your home. We respect your right to privacy and will not enter your home unnecessarily.

## Authorized Occupants

Only those persons named in your Lease Agreement are permitted to occupy the premises. All adult occupants must be named in the lease. Guests are not permitted to stay more than 2 days without written permission. Tenants are responsible for the behavior of their guests.

## Change in Occupancy



If you wish to add, switch or remove persons named in the lease, you must notify Lanier Enterprises prior to doing so. Once the proper approval has been obtained by Lanier Enterprises, we will revise the lease accordingly. Failure to inform Lanier Enterprises of a change in occupancy will constitute a breach of your Lease Agreement.

Lanier Enterprises reserves the rights to screen all prospective tenants and deny a change in occupancy if the prospective tenant does not meet Lanier Enterprises qualifications. Please refer to the section of this Handbook titled "Renter Qualifications". We require a **\$50.00** background report fee at the time of application. An administrative fee of **\$150.00** will be charged for drafting a new lease agreement/addendum

#### Subleasing

Sub-leasing or assigning the property to another person, in whole or in part, *is strictly Prohibited unless approved in writing*. If you must vacate the property prior to the expiration of the lease, we will attempt to accommodate your needs. Please refer to the section of this Handbook titled "Termination Prior to Lease Expiration".

#### Lease Agreement

Your lease is a legally binding contract which sets forth the terms and conditions of the agreement between us. In short, we allow you to have possession and use of the property in exchange for the payment of rent. If you have any trouble understanding any of the provisions of your lease please ask for an explanation or assistance.

#### Pets

No pets of any kind, including service animals, are permitted to be kept in the property unless specified in the Lease Agreement, or written permission has been granted by Lanier Enterprises. As per the Fair Housing Act, the owner is exempt from granting exceptions for service animals because the apartment building is 4 units or less. If permission to keep a pet has been granted, you must assume all liability and responsibility for any damage caused by your pet.

#### Carpeting

It is required that 80% of your floor be covered by carpeting and padding, excluding bathrooms and the kitchen. The purpose of this requirement is to help minimize the amount of noise which transmits to neighboring apartments and to protect the floors from scratches and other damage. Failure to provide the required amount of carpeting and padding is a violation of the Lease Agreement. Damage to the floor which results from insufficient carpeting and padding will not be considered "normal wear and tear."

#### **Noise Complaints**



Anyone (including a home owner) in the city that a police officers deems is making excessive noise between the hours of 10pm and 7am, Sunday through Thursday, 11pm to 7am, Friday and Saturday is subject to a fine of up to \$500 and can be put into jail for up to 90 days. Whether or not the person is fined or put in jail is up to the discretion of the officer.

ZONE	MAXIMUM NOISE LEVEL	
	Daytime	Nighttime
Commercial or light- manufacturing zone	65 dB(A)	60 dB(A)
Industrial zone	70 dB(A)	65 dB(A)
Residential, special purpose, or waterfront zone	60 db(A)	55 db(A)

If you are curious how reasonable noise levels are defined by the District here is a quick chart:

So, at night, a residence can not exceed a noise level of 55 decibels. To put that into perspective, 55 decibels is essentially the level of a normal conversation or someone working at a typewriter.

If you have a noise complaint after 10:00 PM, please do not confront your neighbor. Please contact the police. You must meet the police to file the complaint, otherwise the police will treat this as a false call. Afterwards, please inform our office for us to follow up with the tenant.

#### **Decoration and Alterations**

No alterations may be made without the prior written consent of Lanier Enterprises. Alterations include such things as, but not limited to: painting, wallpapering, installing or removing wall-to-wall carpet, and installing or removing any fixtures.

If you wish to alter the property in any manner, simply ask. We will be reasonable in assessing the proposed alteration and will approve or deny the request primarily based on the long term effects it will have on the property.

You will not be responsible for repairing the damage to the walls resulting from normal and proper use or removal of picture hooks, nails or fasteners. However, you may be held liable for the cost of repairing the walls if they are damaged through improper or excessive use or removal of hooks, nails or fasteners. Never use adhesive fasteners! They typically cause damage to the walls and paint when removed and you may be held responsible for repair.

#### Renter's Insurance

The owner of the property maintains insurance coverage on the physical structure against damage resulting from natural and accidental occurrences such as fire, water damage from flooding, theft and vandalism. However, this insurance does not cover your personal



belongings, nor will it protect you from liability if someone is injured or if you damage the property. Therefore, it recommended that you obtain a renter's insurance policy. The policy protects your personal property and any damage to the property for which you may be held liable. Please remember that Lanier Enterprises assumes no responsibility whatsoever for the loss, disappearance, destruction, theft or damage of your personal property or that of your guests. If anything happens to the property which causes damage to your personal property, such as flood or fire, it is your insurance policy which will cover the loss.

#### **Smoke Detectors**

All properties are equipped with at least one smoke detector. Please test all detectors on a regular basis to ensure that they are functioning properly. If you discover, or suspect, that a detector is malfunctioning, please call Lanier Enterprises immediately and we will have it repaired or replaced.

#### Lease Renewal

As the end of the lease approaches, you will have various options relating to your lease. As long as the owner of your property doesn't intend on moving back in or isn't going to sell it, you can continue leasing the property for as long as you like, provided, of course, that you continue to comply with the terms of the lease. Typically, Lanier Enterprises will contact you about 60 days before your lease expires and give you the option to either extend the lease for an additional 12-month term or to convert the lease to a month-to-month tenancy. Both have advantages and disadvantages depending on your situation. Please contact Lanier Enterprises if you would like help deciding which option is best for you. Either way, the owner may choose to increase the rent and you will be obligated to pay the increase.

#### 12-Month Lease Extension

If you choose to extend your lease for an additional 12-month term, it will not be necessary to sign a new lease agreement. Lanier Enterprises will simply extend the original lease for an additional term. The terms and provisions of your original lease will continue to be in effect until the day you vacate. Lanier Enterprises will have you sign an extension form which we will mail to you 30-60 days prior to the expiration of your lease. Extending the lease for an additional term protects your right to occupy the property (the owner can't move back in or sell during the term) but it obligates you to remain a tenant for the entire renewal term.

## Month-To-Month Tenancy

If you aren't certain that you want to occupy the property for an additional 12-months you may renew the lease on a month-to-month basis. This gives you the most flexibility regarding when you will move out, but the owner may choose to charge a higher rent if you renew as a month-to-month tenant and may increase the rent at any time.



## Holdover Tenancy

Even if you don't choose to renew the lease for an additional term or on a month-to-month basis, as long as you remain in the property your tenancy status will automatically be converted to a "tenant at sufferance," which is sometimes known as a "holdover tenant." As a holdover tenant, all the provisions of the original lease remain in full effect until you vacate the property. This includes the requirement to pay any rental increases and provide proper notice to vacate.

#### Rental Increases

At the time of lease renewal, your monthly rent may be increased. If you are currently on a month-to-month tenancy, or if your lease converts to a month-to-month tenancy, your rent may be increased at anytime, following proper notice. As a month-to-month tenant, your rent may also be increased many times during the same year, although multiple increases are uncommon.

In general, increases in rent are based on factors such as rises in the CPI, increases in the association fee charged to the owner and increases in the rental rates of similar properties within your zip code. Please be assured that Lanier Enterprises will be reasonable with any rental increase. You will receive written notice from Lanier Enterprises at least 30 days in advance of any increase in rent.

#### Notice to Vacate

If you choose to move out at the end of the lease, you must provide Lanier Enterprises with written notice to vacate signed by all tenants named on the lease. *Notice by e-mail is sufficient*. Please check your lease agreement to determine the specific notice requirements. All leases with Lanier Enterprises require that tenants provide a 60-day notice to vacate.

Please note that no matter when your notice to vacate is mailed or received, as per the in the District of Columbia, the notice period will not begin until the first day of the month following receipt of the notice. This is the case because all notice periods must coincide with the rent payment cycle which runs from the first day of the month to the last.

#### Examples of Proper and Improper Notice to Vacate:

#### **Proper Notice:**

- Notice received on or before May 1st to vacate June 30th.
- Notice received on April 14th to vacate June 30th.

#### Improper Notice:

- Notice received May 1st to vacate May 31st (not 60 days notice)
- Notice received May 5th to vacate June 31st (not received by the 1st) include in your Notice to Vacate



#### Please include the following information in your notice to vacate:

- Your name
- Your present address and unit number and email address
- The date you intend to vacate
- Your current telephone numbers, both home, office and/or mobile
- Your forwarding address (if known at the time)
- The signature of every tenant named on the lease
- Briefly state the reason for your move (Job Transfer, Student Graduating, Roommate Change, Marital Status Change, Illness, Buying House/Condo, etc.).

Notices may be emailed, faxed or mailed to Lanier Enterprises. The notice must be signed by all tenants listed on the lease. Notices do not have to be formal or complicated. Lanier Enterprises will respond by sending you a written acknowledgment of receipt of your notice to vacate. Along with this letter, you will receive a Move-Out Package. This list will help you prepare the property for the final inspection. If you don't receive the Move-Out Package within two weeks, please contact your property manager to verify receipt of the notice to vacate.

#### Marketing the Property

Once you provide proper notice to vacate Lanier Enterprises will begin our search for a new tenant. Lanier Enterprises will need to enter your home periodically for the purposes of showing it to prospective tenants. Lanier Enterprises will contact you to make showing arrangements.

#### Termination Prior to Lease Expiration

If, for whatever reason, you would like to vacate prior to the expiration of the lease, please contact Lanier Enterprises. We will make every attempt to accommodate your needs. As managing agent, we are vested with the responsibility of protecting the interest of the owner of the property. Typically, if you are willing to spend a little of your time, effort and money, we will be able to accommodate your needs and protect the interest of the owner.

In general, you must agree to the following conditions in order to be released from your lease prior to its expiration:

- You will be responsible for finding a qualified replacement tenant. We give you the option of finding a replacement tenant yourself or having Lanier Enterprises find the replacement tenant for you. If you choose to find a replacement tenant yourself, Lanier Enterprises will charge a \$100 administrative fee for screening applicants and processing the new lease. If you have Lanier Enterprises find a replacement tenant for you, Lanier Enterprises will charge you a finder's fee equal to one month's rent. In addition to the finder's fee, you will be responsible for reimbursing Lanier Enterprises for any and all costs associated with advertising.
- You will be obligated to pay rent until the new tenant takes possession.
- You will be responsible for preparing the property for the next occupant.
- You will be responsible for paying all fees and/or expenses charged by the homeowner's



association in connection with transfer of occupancy, so please review the building's rules and regulations carefully. Please contact Lanier Enterprises to determine if this applies to your property.

We will ask you to enter into a Lease Termination Agreement which sets forth the conditions under which we will agree to release you from the lease. Once a replacement tenant is found, Lanier Enterprises will enter into a new 12 month lease with the replacement tenant. After your replacement has taken possession without issue, your lease will be terminated and Lanier Enterprises will return the security deposit pending a satisfactory move-out inspection.

## Moving Out

As your move-out date approaches, please contact Lanier Enterprises to inform us of the specific date in which you will vacate the property. If your property is located in a building or association, your community most likely has a move-out policy which you must follow. Please contact the association's management to determine their specific requirements.

## Final Inspection

After you have vacated the property and you have completed all items listed on the Move-Out Checklist Lanier Enterprises will conduct a final move-out inspection. The final inspection will document the overall condition of the property following move-out. This will be compared to the condition of the property when you moved in. If any damage or excessive wear and tear is discovered, it will be noted during the inspection and a portion of your security deposit may be withheld.

You have a right to be present during this inspection. Inspections will be conducted during regular business hours. If you wish to be present, please contact Lanier Enterprises at least one week prior to vacating to arrange a mutually convenient time.

Lanier Enterprises will not be able to provide any specific figures regarding deductions to your security deposit at time of the inspection. If any deductions from your security deposit will be made, the amount of such deductions will be determined only after repairs have been completed.

If you caused any damage to the property which was not discovered during the final inspection, you may still be held responsible for the cost of its repair.

## Security Deposit

Lanier Enterprises collects a security deposit, equal to one month's rent, at the time you sign your Lease Agreement. The deposit is held during your entire tenancy as protection against excessive damage to the property and/or any breach of the lease. The deposit is held in an interest bearing escrow account at Bank of America. This account is specifically set up for the purpose of holding deposits.



Your deposit and accumulated interest will be returned to you within 45 days following move-out, unless deductions from the deposit are necessary. If deductions are necessary, Lanier Enterprises will contact you in writing with the 45-day period to let you know of our intent to withhold some or all of your deposit. Within 30 days of notice that we will hold your deposit we will return your deposit plus interest, less deductions and provide an itemized list of all repairs or other uses of the money not returned to you. These dates are dictated by DC law. Please keep in mind that if you owe back rent, late fees, penalties or if you have caused excessive damage to the property, your security deposit may not be sufficient to cover all amounts owed. If this should occur, Lanier Enterprises will bill you for the amount you owe which your deposit and accumulated interest did not cover.

You are responsible for the full amount of the last month's rent.

#### Security deposit may not, under any circumstances, be used as rent.

#### **Rental Qualifications**

Lanier Enterprises Property Management processes all applications with equal attention and weight. The following standards outlined below represent the standards used by the vast majority of the properties we represent. Individual property owners may elect to articulate their own standards and change those standards at any time and without advance notice to applicants and/or to Lanier Enterprises Property Management LLC. Individual property owners approve all applicants.

#### Employment

An applicant must prove that they are currently employed or have another acceptable documented source of income. Our application requires two years of employment history. We review employment history to help establish creditworthiness through constant employment.

Applicants who are not employed or who do not have two years of employment history, will not necessarily be disqualified from renting an apartment. Please review the Application Directions and submit proper documentation.

#### Income

Lanier Enterprises Property Management requires that the rent and all associated fees (parking, pets, etc.) not exceed 45% of an applicant's' combined gross income. Exceptions are rarely made to allow for rent and all associated fees to not exceed 45% of combined gross income. Exceptions for rent and associated fees to exceed 45% of combined gross income may only be made by the property owner and almost never are approved.



#### Credit Reports

Lanier Enterprises Property Management does not have a minimum FICO score requirement and applicants with "no credit" are welcome and encouraged to apply. In general, we like applicants to have some positive credit history, but it is negative history that carries the most weight when evaluating an applicant's credit report.

Lanier Enterprises Property Management LLC requires a credit report from all applicants, except international tourists and visitors staying in the country for less than ninety (90) days. All applicants must provide a Social Security Number or Tax Identification Number. By submitting an application, all applicants hereby authorize Lanier Enterprises Property Management LLC to obtain a credit report, FICO Score and other related reports. An applicant <u>may not</u> submit their own credit report, one must be obtained independently.

An applicant <u>may not</u> have more than two thirty day delinquencies or one sixty day delinquency, per year, over the last three years. Occasionally, exceptions are made for medical collections. Occasionally, with proper documentation, exceptions are made for victims of identity theft, divorce, unemployment in excess of three (3) months, etc. Any exceptions are made on a case by case basis.

An applicant <u>may not</u> have more than two "charge offs" in the last three years. Occasionally, exceptions are made for medical collections. Occasionally, with proper documentation, exceptions are made for victims of identity theft, divorce, unemployment in excess of three (3) months, etc. Occasionally exceptions are made when proof exists that "charge offs" have been satisfied. Any exceptions are made on a case by case basis.

An applicant <u>may not</u> have a debt to credit ratio that exceeds sixty percent (60%). Generally, education loans and education related loans are exempted. An applicant MUST disclose education loan details at the time their application is submitted. Lanier Enterprises Property Management LLC will not be liable for not approving an application if an applicant is not forthcoming about education and student loans. Lanier Enterprises Property Management may determine what is and is not an education/student loan as they see fit and as the applicant demonstrates. Occasionally exceptions are made on a case-by-case basis to overall debt to credit ratios.

#### **Eviction History**

An applicant <u>*WILL NOT*</u> be approved with any eviction history on their record. This may include, but not be limited to judgments for possession and/or monetary judgments. Occasionally exceptions for evictions are made for evictions more than seven (7) years old and/or for evictions that resulted from severe health problems, divorce, etc. Exceptions are VERY RARE and are made on a case-by-case basis. If you have been evicted, please speak with us BEFORE you submit an application. Please remember that individual property owners approve all applications.



#### **Criminal History**

Applicants with a criminal history will be approved on a case by case basis. Applicants are encouraged to voluntarily disclose criminal histories BEFORE you apply. Please remember that individual property owners approve all applications and may have individual prejudices regarding criminal history and crimes.

Unless a protected class, Lanier Enterprises Property Management will not knowingly rent an apartment to any registered sex offender. Registered sex offenders should contact a leasing agent BEFORE they apply.

#### Non-Discrimination Policy

Lanier Enterprises Property Management follows all applicable local, state and federal laws when processing applications and evaluating an applicant's creditworthiness. Lanier Enterprises Property Management does not discriminate against any protected classes. Please remember that individual property owners approve all applicants and applications. Please review the Application Terms section for more information.

#### Identity Theft & Confusion

All applicants are encouraged to obtain a copy of their credit report, eviction history search and criminal histories BEFORE they apply. Lanier Enterprises Property Management will not be liable for any application that is denied as a result of inaccurate, wrong, incomplete or other negative information. We have encountered instances where an eviction report returns a record of an eviction with the same name as the applicant. In these instances, unless the applicant can prove they are not the person listed in the report, their application may be denied. Unfortunately, once an application is processed, there is no time for an applicant to investigate, dispute or otherwise correct information obtained.



# **Helpful Phone Numbers**

- PEPCO (electricity) 202-833-7500
  - Pepco Start, Stop, Move
- Washington Gas 202-624-6049 or 703-750-1000
  - Washington Gas Start & Stop Service
- DCWASA (water service in DC) 202-354-3600
  - DC Water Start & Stop Service
- WSSC (water service in Maryland) 301-206-4001
- Verizon 202-954-6263 (service in DC)
  - 301-954-6260 (service in MD)
  - Verizon Service
- Comcast (Cable) 202-635-5100
  - <u>Comcast Service</u>/
- Department of Motor Vehicles 202-727-5000
  - <u>http://dmv.dc.gov/</u>
- Metro 202-637-7000
  - http://www.wmata.com
- <sup>1</sup>Police non-emergency 202-727-1010 or 311
- United States Postal Service 1-800-556-1587
  - <u>USPS.com/moversguide</u>



# Lanier Enterprises Property Management

# **MOVE-OUT CHECKLIST**

To help assure a full return of your security deposit, please accomplish the following tasks prior to moving out:

\_\_\_\_\_ If applicable, schedule the move-out time and date with building

\_\_\_\_\_ Remove all personal items and trash

\_\_\_\_\_ Thoroughly clean entire kitchen, including: appliances, floors, inside and outside of cabinets, and countertops

\_\_\_\_\_ Thoroughly clean the bathroom(s), luding: floors, walls, tub/shower, tiles, toilet, sink and inside and outside of medicine cabinet

\_\_\_\_ Clean carpets and/or floors

\_\_\_\_\_ Remove all hooks, nails and the like from walls. Do not fill in the holes

\_\_\_\_\_ Clean all windows and secure all screens

\_\_\_\_\_ Clear off and sweep porch/balcony (if applicable)

\_\_\_\_\_ Replace all burned out light bulbs

If applicable, call utility companies for final readings and to close out your account

\_\_\_\_\_ Turn in all keys and entry cards

\_\_\_\_\_ Provide the Lanier Enterprises with your forwarding address and phone numbers for the return of your deposit

To avoid having any of the above tasks charged against your security deposit, please make a special effort to have all of the tasks accomplished prior to move-out.

#### THANK YOU!



## **MEMORANDUM**

# **TO: ALL RESIDENTS**

# **FROM: Lanier Enterprises Property Management**

# **RE: RODENTS/WILDLIFE**

A variety of urban wildlife (rats, mice, raccoons) lives in the District of Columbia. Although they naturally live outdoors, they will readily move into structures if access or opportunity exists. We strive to maintain our buildings so that the exterior shell is "pest-proof". However, rodents and other wildlife may occasionally get into the building. It is your responsibility to help us keep your building rodent free.

Please keep exterior doors and windows closed when you are not directly using them. Doors and windows are the easiest way for rodents to get into your property.

It is especially important to keep all trash bagged and disposed of in the proper container. Rodents will live close to where they eat. If you notice trash in or around your building please let us know right away.

Keep all foods (human as well as pet food) in pest-proof containers so that they do not attract rodents or insects. Because birdseed is highly attractive to rats and mice in an urban setting it is our policy to prohibit the feeding of birds in or around our buildings.

If you discover rodents or insects inside your property, please let us know right away and we will call an exterminator to treat the property.

Working together we can maintain a pest free environment. Thank you for your help.

