

# **PROPERTY MANAGEMENT**

## **Policies & Procedures**

### **FAIR HOUSING**

Our property management company and its employees are firmly committed to equal opportunity in housing. Our property management company is in full compliance with federal, state and local Fair Housing laws. NO persons will be discriminated against based on:

- Race, color, religion, sex, disability, familial status, national origin, sexual orientation, marital status, age, source of income or any other applicable protected class.
- Disability in any program or activity receiving federal financial assistance or through public entities.

### **TENANT RELATIONS**

Property Management Personnel encourages tenants to seek resolution of problems. Tenant participation shall be solicited in solving general problems such as trash violations, noise disturbances, pet waste disposal, etc. We encourage tenants to see that policies affecting the community are enforced. Tenants with a complaint against one another may present their situations to management, if necessary.

### **OCCUPANCY**

Maximum occupancy standards for units under our property management company are as follows:

- 1 Bedrooms: 2 people
- 2 Bedrooms: 4 people
- 3 Bedrooms: 6 people

### **SHOWINGS AND APPOINTMENTS**

Showings may be scheduled between 9am and 4pm (Monday-Friday) unless unusual circumstances require a deviation from the normal schedule. Move In appointments will be scheduled between 8am and 4pm and Move Out appointments will be scheduled between 8am and 4pm. If a tenant's move out date is on a weekend the following protocol will be explained to the tenant:

- If the tenant wishes to be present during the inspection, the move out inspection will need to be scheduled Friday before the lease end date or the following Monday. If it is scheduled for Friday, rent is still owed through the remainder of the lease. If it is scheduled for Monday, it must be done at 9am and the tenant will only owe rent through the end of their lease. If the tenant chooses not to be present at the move out inspection, all keys must be locked in the apartment with a forwarding address by 8am on Monday after lease end date.

No more than two showings may be scheduled per day, per perspective tenant. Both showings must be in the same town (Bowling Green or Glasgow). Each showing is to be a 15-minute block per unit minimum with drive time being accounted for when scheduling. When an appointment is scheduled,

staff is required to obtain a name, phone number, vehicle and any additional information about the requested showing.

### **RENT COLLECTION AND FEES**

Rent is to be paid on-time, in the form of check or money order or through on-line tenant portal. Management will charge late fees in AppFolio as per the lease obligations. If an eviction notice has been posted, full payment must be made.

Extenuating circumstances may arise and any tenant wanting to alter their rent payment terms must request such with management who will determine, at their sole discretion, if any leniency should be granted towards the current terms of the lease. If an alternate payment term is granted, management must provide the tenant with some form of written documentation (text or email) stating the exact nature of the agreement. Rent must be paid via AppFolio or mail addressed as follows:

*PO Box 51482  
Bowling Green, KY 42102*

Should a tenant cause damage to the premises in the course of his/her tenancy, the tenant will be billed for the repair of such damages when they occur in order to avoid using the tenant's security deposit for payment. Charges for said damages will appear on tenant's ledger and will show as a balance due until paid in full.

A service fee of \$50 will be charged for returned checks/online payments. Once two payments have been returned for NSF, the tenant will be required to pay in cash, money order or cashier's check for the duration of their lease.

### **EVICTION PROCEDURE**

As outlined in the lease, tenants are subject to eviction if their rent is not paid within the time required. All tenants receive a notice based on lease guidelines.

Eviction Notices will be posted and emailed on the 6<sup>th</sup> day of the month and tenant will be marked in the system as Evict. This will disable their ability to pay online and must bring payment to the office or mail rent payments. Tenants will have 7 days to pay rent from the date notice is given. If rent has not been paid by the end of day on the 14<sup>th</sup>, an attorney will be given a copy of all documents relating to the unit and tenant. Management will inform attorney of our intent to file an eviction and/or collection suit.

Tenant will be responsible for attorney fees and court costs as dictated by the lease.

### **KEY SIGN OUT**

Once a tenant has been given two keys at move in, no additional keys will be provided. If a tenant is locked out of their unit on a weekday, a \$25 lockout fee will be assessed. If the occurrence takes place on the weekend, then a \$50 lockout fee will be assessed.

### **PET POLICY**

Tenants who wish to have a pet in their residence shall abide by all regulations listed on the Pet Policy/Lease agreement. Failure to do so will result in an eviction notice for the pet and subsequent

tenant eviction if the pet is not removed by the required time. Tenant complaints regarding pets shall be submitted in writing, saved and uploaded to the tenant's page, and handled as follows:

- Three documented complaints = 1st notice
- Next complaint = 2nd notice
- Final complaint = 30-day eviction for pet
- Pet still in residence after 30 days = tenant eviction

### **SUPPORT AND SERVICE ANIMALS**

Tenants who require emotional support or service animals are not charged a pet deposit or monthly pet fee as long as they can provide proper documentation from their medical provider stating that the tenant or a member of his or her family residing in the unit is a person with a disability and the need for the animal to assist the person with that specific disability dated within the last 6 months. A copy of the documentation must be placed in the tenant's file, an addendum to the lease shall be signed, the pet policy/lease must be signed and will apply in its entirety.

Physical support animals are limited to canines, per Title II and III of the ADA, and must adhere to the breed and weight guidelines implemented by Property Management Personnel.

### **LEASE VIOLATIONS**

Direct violations of the lease will be handled by Property Manager as deemed appropriate and should be sent in an email for documentation purposes. Tenant complaints should also be submitted in writing and will be handled by the following guideline:

- Two complaints by different tenants or three complaints from one tenant= 1st notice
- Next complaint = 2nd notice + lease violation fine
- Final complaint = Eviction

Lease violations are flat fees and shall not be prorated. Guidelines are subject to change and are of the sole discretion and interpretation of Management.

### **TENANT NEGLIGENCE**

Tenants will be charged for direct negligence to appliances, landscaping, functionality of the unit, and repairs that could otherwise be done by the tenant but maintenance is called. This includes but is not limited to: plumbing obstruction, garbage disposal obstruction, not picking up pet waste, failure to dispose of trash properly, etc. A \$25 initial service fee will be charged, in addition to the cost of materials and \$25/hour after the first hour. Some violations incur their own fee and are listed on the Standard Cleaning and Repair Charge Sheet.

## **APPLICATION PROCESS**

Property Management Personnel will accept and processes applications for a particular rental unit on a first-come first-served basis. To secure a rental unit, a prospective tenant must submit an application accompanied by a non-refundable screening fee of \$50 per unit. Once the \$50 has been submitted, it cannot be refunded regardless of applicant's decision to forgo the application process. The fee of \$50 is to be collected on all potential tenants regardless of the ability to perform the screen.

Refusal to complete the screen will result in an automatic denial.

Once the screening is completed and applicant is approved a minimum \$350 security deposit must be placed within 24 hours in order to secure the desired rental unit. Deposit must be paid via ONE check or money order and will only hold the unit for 10 days past vacancy date, or 10 days from the date of deposit if unit has been vacant outside of 10-day window. At move-in, the tenant must pay the full or pro-rated rent amount before receiving keys.

Once an application is screened it is only valid for 30 days. If a potential tenant does not convert within that time frame, it must be screened again and another \$50 must be paid.

## **SCREENING CRITERIA AND APPLICATION REQUIREMENTS**

A fully completed application is required for every adult over the age of 18 that will be occupying the premises. An application will be processed for each tenant listed as financially responsible and screening will not take place unless a \$50 non-refundable screening fee accompanies the application. No application fee shall be waived. Once an application is screened it is only valid for 30 days. If a potential tenant does not convert within that time frame, it must be screened again and another \$50 must be paid.

A copy of a government-issued Photo ID is required and must be submitted with application.

SEE APPENDIX 1 FOR RENTAL QUALIFICATIONS

## **REASONS FOR INCREASED SECURITY DEPOSITS**

- Monthly income more than \$100, but less than \$500, below the required 3 times stated rent
- Less than two years of tax returns
- Negative or adverse debt exceeding \$500 on credit report (Excluding medical & school expenses)
- Less than 6 months employment history or negative rental history
- Bankruptcies discharged within the past 5 years
- Rental history reflecting more than \$500 in damages. Debt must be settled to qualify.
- Unverifiable history or lack of credit score (see below)
- Discharged or non-suit eviction within the last three years

In the event an applicant meets any above stated reason, the required Security Deposit will be equal to the twice monthly stated rent.

Lack of credit score due to inactivity or no established credit history would require a Security Deposit equal to the monthly stated rent as well as a co-signor with monthly income equal to 5 times the monthly stated rent.

### **COSIGNER POLICY**

A Cosigner will be required if an applicant meets two of the above stated reasons for an increased Security Deposit. Cosigners must also fully meet screening criteria and submit a non-refundable \$45 screening fee along with all required documents. If a cosigner fails to meet one or more of the criteria for tenancy or has any reason for an increased security deposit, the application will be denied. Current tenants may not co-sign for a prospective tenant. Additionally, previous tenants must be in good standing with our Property Management Company in order to co-sign for a prospective tenant.

### **REASONS FOR DENIAL OF APPLICATION**

- Three or more reasons for increased Security Deposit
- Inaccurate, incomplete or falsified information
- Unverifiable source of income or income verification shows more than \$500 below required 3 times stated rent
- 10 or more unpaid collections on credit report or a collections balance of more than \$5,000 (excluding medical & school expenses)
- Open bankruptcies
- Evictions within the past 5 years
- More than 1 discharged or non-suit eviction within the last three years
- Outstanding property debt or unpaid rent in any amount
- Settled property debt on more than 1 account
- Rental history documenting lease violations or unfavorable rental history with previous landlord
- Default or unpaid mortgage
- Conviction, guilty plea or no contest plea for any of the following:
  - Felony occurring at any time which involved arson, rape, kidnapping, murder, sex crimes, child sex crimes, financial fraud crimes, person crimes, extensive property damage, drug-related offenses (including sale, manufacture, delivery or possession with intent to sale), class A felony burglary, or class A felony robbery.
- Felony charges; where the date of disposition, release, or parole have occurred within the past 7 years
- Misdemeanor or gross misdemeanor charges involving assault, intimidation, sex crimes, drug related crimes, property damage or weapons charges; where the date of disposition, release, or parole have occurred within the past 7 years
- Class B or C misdemeanor, or any misdemeanor involving criminal trespass I, theft, dishonesty, prostitution or disorderly conduct; where the date of disposition, release or parole have occurred within the past 3 years
- Pending criminal charges or outstanding warrants

## **SECURITY DEPOSIT HOLDING**

Tenants shall be required to make a refundable security deposit in accordance with the terms of their lease. Once a security deposit is given to Property Management Personnel and proof of utility transfer is provided, then the lease is in force and not be cancelled without following the proper procedure stated within the lease. For the return of all or a portion of the Holding Deposit, and to avoid liability for damages under the Lease, the following provisions, without limitations, apply:

- Full notice-to-vacate is required in compliance with lease terms, with rent paid for the entire period
- No damage to property
- Entire apartment including, but not limited to, range, refrigerator, bathrooms, closets, and cabinets must be cleaned. Resident property and debris must be removed and trash must be disposed of properly. Carpets must be thoroughly vacuumed.
- No stickers, command strips, large scratches/scuffs, excessive nail holes, screws or blatant destruction to walls or other surfaces
- No unpaid charges or delinquent rent
- No smoking in the unit
- All unit keys returned
- Forwarding address left with Property Management Personnel

Security Deposit will be mailed within 30 days of move-out, so long as above conditions are met. If a partial refund or no refund is issued, a copy of the security deposit disposition form detailing charges will be mailed with the check.

SEE APPENDIX 2 FOR MOVE-OUT CHARGES

## **MONTHLY INSPECTIONS**

Property Management Personnel maintains its right to entry of all rental properties in conformity with Ky. Rev. Stat. Ann. §§ 383.615, 383.670. Monthly inspections of all units are conducted by Property Management Personnel to change air filters, inspect for leaks or other hazardous conditions that might lead to significant damages, and reasonably observe that the lease agreement is being followed appropriately.

Management must give an appropriate two-day notice to all tenants and only enter units between 9am and 5pm on weekdays. Two knocks on the door are required before using a key to enter the unit and staff must loudly declare they are entering the unit and identify themselves as maintenance before going in.

Staff should not look through personal items inside the unit except to open cabinets where plumbing is concealed and open the HVAC closet to change the filter. The inspection checklist should be filled out for each unit and any violations or damages should be addressed in the notes, as well as with the tenant, if possible.

## **MAINTENANCE REQUESTS**

Work Orders should be submitted online using the tenant portal. Text or email requests for maintenance will not be accepted.

Routine maintenance will be completed within 5 business days, unless prevented by unavailability of parts, disaster, or another unforeseen obstacle in which case the tenant shall be notified.

All emergency repairs shall be handled promptly regardless of the time of day they occur.

An after-hours emergency call should be made anytime the structure of the property is jeopardized or there is a danger to the occupant. Such circumstances include fire, an active water leak or flooding that is not controlled by cutting off the supply valves, loss of heat when temperatures are below 50 degrees, no electricity (not area related), damaged roof or structure damage from a fallen tree.

Lack of air conditioning, non-working appliances, lock-outs, interior repairs or housekeeping that does not fall into the above-mentioned hazards are not considered an emergency.

## **TRANSFERS**

Any tenant that currently rents at a one of our managed properties and wishes to transfer may do so provided that the tenant meets the following requirements:

- 30 days written notice, accompanied by a \$150 transfer fee if mid-lease.
- Security deposit for new unit if amount is different than the previous unit.
- Must have \$0 balance and not have had any legal proceedings within the last 12 months, executed or not.
- Must have not had a late payment within the last 4 months
- Must have up-to-date application on file – application fee only applies if wishing to lower deposit
- Must have taxable, verifiable income verification 3 times the monthly rent if previous income verification is greater than 12 months old.

## **TENANT NOTICE TO VACATE**

All notices to vacate must be provided in writing and filed. 60 days' notice must be provided to ensure that the tenant is eligible to receive a deposit refund. If proper notice is not given, then tenant should refer to section 1.11 of the lease and follow all appropriate cancellation procedures. Per the lease, tenant must notify management in writing of the intent to cancel lease. Such notice will be effective 60 days from the date the notice is given and will require a cancellation fee equal to one month's rent. Essentially, the tenant is required to lease the unit and pay rent for 60 days even if they don't reside there and the cancellation fee. Tenant's deposit may be refunded depending on the condition of the unit.

## **NOTICE TO VACATE UNDER EXPIRED LEASE**

Tenants will receive a 30-day eviction notice the day after their lease has expired. If they wish to submit a notice to vacate while still on an expired lease, they are required to do so on a 30-day time table.

## **MOVE-OUT TENANT**

Once a tenant has provided notice to vacate, a move-out sheet is to be started. The tenant is to be emailed 30 days prior to their scheduled move-out date to determine the definitive date of move-out and schedule a move-out inspection. If the tenant has not responded within two weeks of the move out date, another email is to be sent followed up with a phone call one week out. The phone call is to be recorded on the notes section of the tenant page.

Property Management Personnel will do a walk through and document, on the move-out inspection form for the unit, any damages or alterations made to the unit that are different from items noted upon move-in. Anything documented on move-out inspection will be discussed with tenant and signed by Property Management Personnel and tenant.

All keys should be returned at or before move-out inspection

If eviction or some other means resulted in a move-out inspection not being completed with the tenant, Property Management Personnel will complete the inspection independently and document any changes, issues or needed repairs in the unit.

Once move-out inspection is completed, a work order will be created for any damages, repairs, or issues that need to be addressed before next tenant can move-in. Move-out inspections are to be held until all

Vacancy photos are to be taken on an as needed basis and should be uploaded to the unit page in order of flow from front door.

Once move out inspection is completed, submit the list of charges to accounting as well as any job quotes for additional work.



## **PROPERTY MANAGEMENT**

### Criteria for Tenancy

- A. General Requirements
  - a. Positive Photo ID is required.
  - b. Each applicant must qualify individually, except for total income.
  - c. Application must be filled out and signed.
  - d. Application fees must be paid prior to processing application.
- B. Income Requirements
  - a. Gross monthly income must equal three (3) times the monthly rent.
  - b. If monthly household income does not meet three (3) times stated monthly rent, an additional one month's rent or qualified roommate will be required.
  - c. If co-signer is required, their monthly income should equal five (5) times the monthly stated rent.
  - d. Two current pay stubs are required to verify gross monthly income.
  - e. If self-employed, then the previous two year's tax returns using the "Total Income" line on the first page.
- C. Credit Requirements
  - a. Minimum credit score of 600 is required.
  - b. If tenant has no credit history, then a co-signor will be required.
  - c. Outstanding bad debts reported on credit report which exceed \$1,000 but less than \$10,000 will require a security deposit equal to two (2) month's rent.
  - d. Outstanding bad debts in excess of \$10,000 will be denied.
  - e. Outstanding bad debt to our Property Management Company will be denied.
  - f. Any applicant with a bankruptcy that has not been discharged will be denied.
  - g. After bankruptcy has been discharged, applicant must show six (6) months of positive established credit.
- D. Rental History Requirements
  - a. Two years of verifiable residence history from a third-party landlord or home ownership is required.
  - b. If previously living with a parent or relative, then a co-signor will be required. If a co-signor cannot be provided, then a security deposit equal to two (2) times the monthly stated rent will be required.
  - c. Four (4) or more late payments in the previous 24-month period will result in denial.
  - d. Two (2) or more NSF payments within the previous 24-month period will result in denial.
  - e. Damages greater than \$500 or unpaid past due rent will result in denial.
- E. Employment Requirements
  - a. Six (6) months of verifiable employment is required.
  - b. Current student's using scholarships or grants to pay rent may do so provided that student can provide proof of the income and proof of enrollment, each semester.
  - c. Student's not using scholarships may be approved with a parent as a co-signor, provided that the parent and student meet all the necessary requirements.

- d. Applicants without verifiable employment history may be accepted with a security deposit equal to two (2) month's rent.
- F. Other Requirements
  - a. Any felony conviction within the last ten (10) years may result in denial depending on the nature of the crime and prospective tenants' activity since conviction.
  - b. If tenant has been out of jail for less than five (5) years, then the tenant may be denied.
  - c. If the criminal offense is of a physical or violent nature, then the tenant will be denied without exception.
  - d. If the criminal offense took place more than ten (10) years ago, or if the person has been out of prison more than five (5) years and has an acceptable credit and rental history, they may be approved. (They may only be approved if this was a onetime offense and was not a violent or physical crime. Multiple offenders will be denied regardless of the credit and rental history).
  - e. Any unlawful detainer action or eviction within the past three (3) years will result in denial.

**Requirements for Non-U.S. Citizens**

1. If a background check can't be performed, then a valid student visa, work visa, or other form of documentation proving that the person has a valid reason for being in the country and that a government agency has granted the person access into the country, will be accepted. This will supersede background check, credit history, and employment history requirements.
2. A living stipend, housing allowance, or other form of payment allocated to living expenses from a government agency will be accepted as income and should be more than 1.5 times the monthly stated rent.
3. If appropriate rental history is not available, then a security deposit equal to two (2) times the monthly stated rent will be required. Co-signors will not be accepted.

## PROPERTY MANAGEMENT

### Move-Out Charges

#### Cleaning

Clean appliances	\$75
Clean kitchen cabinets	\$25
Clean countertops	\$30
Clean floors	\$100
Dusting	\$25
Clean tub/shower	\$75
Clean toilet	\$25
Clean sink	\$25
Trash removal	\$50

#### Repairs

Door replacement	\$275
Painting and patching holes	Based on cost
Replace light fixtures	Based on cost
Replace appliances	Based on cost
Repair/replace door handles/locks	\$125
Repair/replace smoke detector	\$50
Replace outlet covers	\$10
Replace mirror	Based on cost
Repair toilet	Based on cost
Repair shower	Based on cost
Repair countertops	Based on cost
Key replacement	\$15
Repair cabinets	Based on cost
Repair sinks	Based on cost