

# TENANT HANDBOOK



91-1000 Kanihaalilo St  
Kapolei, HI 96707

Darren S. Holbrook (R)  
Direct Cell: 808-224-0344  
Fax: 808-484-4526  
[1teamhawaii@gmail.com](mailto:1teamhawaii@gmail.com)  
[www.oneteamreatlyllc.com](http://www.oneteamreatlyllc.com)

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## INTRODUCTION

The rules and regulations provided both in your lease and in this handbook are subject to change with notification at any time.

The purpose of this handbook is to help clarify and explain the laws regarding the rights and obligations of landlords and tenants. *It should be used as a guide and is not intended as a final authority or source of legal advice.* A lease is a legal document; please do not sign if you are unsure of its meaning. Seek legal counsel to clarify if needed. This handbook is provided with the hope that it may provide a better understanding of the rights and obligations of each party and may help prevent conflicts before they occur.

The Hawaii Residential Landlord and Tenant Act (HRS 521 and HRS 666) is the primary Hawaii 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 rentals units and agreements. The Hawaii Uniform Statewide Building Code provides minimum standards for health and safety as does the National Property maintenance code, fair housing codes written by county, state and federal governments.

### **What the difference is between renting one of our single-family properties vs. renting an apartment or multifamily unit?**

You will notice some apartments tend to rent higher than similarly sized single family properties. This is generally because apartment complexes build into the rent the cost of on-site maintenance, landscaping and grounds maintenance, such as: changing air filters, periodic carpet cleaning, painting when you move out and much more. For this reason, when renting a single-family home, you pay a lower rent and are expected to handle these routine maintenance items yourself. This handbook outlines your responsibilities and our expectations of you as a tenant.

## THIS HANDBOOK IS PART OF YOUR LEASE.

Thank you for taking the time to read this booklet in its entirety.

# GENERAL RULES & REGULATIONS

**Your Lease:** In your lease you agree to read and follow the Residential Handbook. You agree to uphold the terms of that lease in regards to the property condition, maintenance and paying rent.

**THE PROPERTY:** You have leased a home. Think of it as your own. During the term of the lease you are in possession of the home and yard. Your obligations are similar to those of a property owner and you are expected to care for and maintain the premises.

**Rental Payments:** All rents are due in advance on the 1<sup>st</sup> day of the month.

Payments should be made:

- via eCheck or Credit Card through the online portal
- paying by mailing a check or dropping a check off at the office comes with an additional fee incurred by the tenant.

Instructions will be provided for all forms of payment. Please ask questions if you are unsure about anything.

All accounting is done by property address, and to avoid any misunderstanding, please put your address on all correspondence sent to our office. Utilize the online portal for maintenance requests and contacting the office about payments.

**We do not accept cash or personal checks without a convenience fee associated with those payments.**

Rents remaining unpaid after the 2<sup>nd</sup> of the month are delinquent and are subject to the late fee as stated in your lease agreement.

If you wish to pay online, please visit the site below to sign up.

[https://oneteamrealty.appfolio.com/connect/users/request\\_access](https://oneteamrealty.appfolio.com/connect/users/request_access)

There is an App available to download on your smart phone. Online Portal by AppFolio. Get access to your portal anytime, anywhere. Pay rent, submit maintenance requests, and view your current account settings all from the palm of your hand. You can download the App from the Google Play store or the Apple Store for free.

If you have an account already you can log in at:

[https://oneteamrealty.appfolio.com/connect/users/sign\\_in?a=cw&utm\\_source=apmsites\\_v3&utm\\_campaign=pay\\_rent\\_button](https://oneteamrealty.appfolio.com/connect/users/sign_in?a=cw&utm_source=apmsites_v3&utm_campaign=pay_rent_button)

**MOVE IN/MOVE OUT:** Prior to your move-in, you will inspect your new house as well as complete and sign a move-in inspection form. The manager will view any deficiencies noted by you and sign the inspection sheet. You will be provided with a copy of this form and /or it will be posted on your portal. It will then be used at the time of the move-out inspection to avoid unnecessary misunderstandings.

After you have removed all of your personal belongings from the property the property manager will inspect the property and complete an inspection form. It will be indicated on this form what items, if any, you will be charged for. You are advised to photograph or video the home prior to turning over keys to One team Realty. You can be present at the time of the inspection for general purposes and questions but the final inspection will not be done in tenants' presence.

**SECURITY DEPOSIT:** Your security deposit will be returned to you within 14 days of vacating the property at the end of the lease period provided there are no damages and a forwarding address and ACH form has been provided. The deposit will be made out to one leaseholder when more than one is named on the lease, but if requested separate checks can be made out. Tenants will be refunded via Bank ACH and a form will be provided for tenants to fill out and return to complete this process.

**\*TENANTS HAVE NO LEGAL RIGHT TO DEDUCT THE DEPOSIT FROM ANY RENTAL PAYMENTS.** This means you may still legally be held in default should you deduct rental payments from the deposit and a landlord may move forward with due process to legally recover those funds.

**YOU CAN NOT USE YOUR SECURITY DEPOSIT FOR THE LAST MONTHS RENTAL PAYMENT.**

**You are not considered officially vacated until all the keys have been returned to your property manager. Rent will continue to be charged and any late charges will accrue until such time as you have vacated completely.** Once all keys have been returned to your property manager or tenant has been lawfully evicted, all items remaining in the unit will be disposed of. Personal property left in the leased unit tenant has vacated or has been evicted is considered abandoned and the property manager and/or landlord may dispose of this property in any manner without notice to Tenant. Tenant must pay agent for landlord's cost of storage or disposal of tenant's property.

**SMOKING:** There will be no smoking of any type of substance in managed properties. Medical Marijuana will not be smoked inside homes or within 50 feet of an open window or doorway. Vaping is not allowed inside homes as well.

**WEAR & TEAR VS DAMAGES:** Security deposits can be used to repair damage for which the tenant is responsible. However, the property owner cannot apply the security deposit to normal wear and tear. The question is – What is the difference?

**The legal definition of “normal wear and tear”** - “Normal wear and tear means the deterioration which occurs, based upon the use for which the rental unit is intended; without negligence, carelessness accident, or abuse of the premises or equipment by the tenant or members of his household or their invitees or guests.” Damage can therefore be defined as deterioration which occurs due to negligence, carelessness accident, or abuse of the premises or equipment by the tenant or member of his household, or their invitees or guests. **Notice that normal wear and tear does not include dirt.** – Dirt is considered negligence, carelessness, accident or abuse.

<b>WEAR &amp; TEAR</b>	<b>DAMAGE</b>
1. Small nail holes caused by a 6-penny nail or smaller. A 6-penny nail is 2 inches long and is used for hanging picture frames and other items on walls	Large holes from hanging shelving, pictures, screws, wall anchors, flat screen television brackets or any other wall hanging that causes damage.
2. Light smudging on walls, near light switched that can be cleaned	Crayon, marker, decals that leave residue or take off paint when removed
3. Loose or stubborn door lock	Broken or missing locks
4. Worn out keys	Broken, lost or unreturned keys
5. Loose hinges or handles on doors	Damage from a door from forced entry, or damage from using feet to open doors
6. Worn carpet traffic patterns, fraying carpet due to seams unraveling	Torn, burned, stained, missing, ripped, scratched, or snagged carpet, pet stains
7. Linoleum worn thin	Linoleum with tears, chips or holes
8. Worn countertops due to daily use	Burned, cut, stained, scratched or water damaged Countertops, not using cutting boards
9. Stain on ceiling from rain or bad plumbing that was reported as specified in the lease agreement	Stain on ceiling from rain or bad plumbing that was NOT reported in a timely manner as required in the lease agreement
10. Stain on ceiling from water damage from a property above the unit	Stain on ceiling from mold or mildew from running water without using the exhaust fan
11. Drywall cracks from settling	Holes in walls, doors, screens or windows from misuse, negligence, carelessness, accident, or abuse
12. Faded, chipped or cracked paint, loose wallpaper	Unapproved or poor paint job, ripped or marked-up wallpaper
13. Dirty window and door screens, Sticky window	Torn or missing screens, Broken window
14. Running toilet or loose toilet	Broken toilet seat, tank top or chipped or cracked toilet bowl
15. Musty odor	Urine or pet odor throughout unit
16. Closet bi-fold door off track	Damaged or missing bi-fold door

17. Disposal that stops working because motor dies	Disposal stops working because fork was put inside
18. Stains on old porcelain fixtures that have lost their protective coating	Grime coated tub & shower from lack of cleaning
19. Worm gasket on fridge doors	Torn or cut gaskets, broken shelf or parts

**CONTACT PHONE NUMBERS/EMAIL ADDRESSES:** All residents are required to have telephone accessibility and provide our office with their home, work and cell phone numbers. Even an unlisted phone number must be provided; as well as a contact e-mail address. Please advise office if you have any changes and update your contact information on your tenant portal.

**RETURNED CHECKS:** The amount charged for any NSF/returned item check is \$30.00. We are charged by our bank so this fee is non-negotiable. All rent, late fees and NSF charges must be paid in certified funds within 24 hours of notification, or legal action may be taken without further notice. Rent paid on line that is returned will also be assessed a late rent fee. After a payment has been returned for insufficient funds twice in a 12-month period, you will be required to pay with certified funds for the remainder of your tenancy.

**DEFAULT OF RENTAL PAYMENT:** If your rental payment is not paid in full by the 1<sup>st</sup> of the month in which the rent is due, be advised that this is your notice that your lease and rental agreement may be canceled. You will be responsible for all attorney and legal fees, as well as any court and collection fees in our efforts to collect the rent monies due. Any and all charges unpaid by the end of the month in which they are charged may be added as additional rent. If the rent is paid while legal action is in process, acceptance of rent will not necessarily stop the legal action. A separate agreement must be reached if it is to be stopped. If your rent payment is late more than twice in a 12-month period, your lease agreement will not be renewed. If your lease has a different date rent is due other than the 1<sup>st</sup> then the lease will take precedence.

**LEASE RENEWAL:** If OTR offers a lease renewal we will determine if tenants want to renew, what the new rental price would be and if any changes are needed. OTR will craft a new lease and addendums and send for signatures. Tenants will have seven days to sign the new lease. If tenants don't sign within 7 days it will be assumed you have given notice. Please provide written notice as soon as possible but no later than 28 days to the end of the lease. There is currently a **\$150** lease renewal fee and if the rent is raised, then the security deposit will be raised to meet the new rent rate.

**BREAKING YOUR LEASE/LEASE TAKE-OVER:** Per the terms of your lease, you may not sublet or reassign your rights to anyone else. In order to replace yourself as the tenant on the lease for the property, you may not advertise the property, One Team Realty (OTR) will advertise and send names to tenants to schedule showings, tenant will be scheduled and show and OTR will secure a qualified applicant.

The applicant must apply through OTR and all application fees must be paid. There is a break lease fee even if you find someone to take over the lease. That fee is currently **\$1500** and is due before move out. Tenants will also forfeit any and all security deposits and still be responsible for cleaning and turning over the property as required by lease and any amendments to the unit. Tenants are responsible for the lease and payments until a new tenant moves in or the lease ends. **Tenant also vacates the security deposit and still has to clean the home as normal move out.**

OTR will qualify the applicants with the information provided and prepare the appropriate documents/new lease should they be approved.

In order for OTR to advertise the unit as quickly as possible, new photos may need to be taken. If new photos are required then OTR will notify the tenants and schedule a time to take photos. The tenants should have the house in show ready condition for any photos/videos and showings.

All utilities must remain on in your name up to and until the new tenant takes possession.

**KEYS & LOCKS:** Alterations or replacement of locks or installation of additional locks require prior approval. If you are locked out of your house and require the use of a locksmith, you may not rekey or replace the property locks. You may have the locksmith make duplicate keys for the current locksets. We must retain keys to each lock of the property. If we determine that you at any time have changed the locks and our access is denied we will change the locks and you will be charged. If you are locked out of the house during office hours you may borrow a key from us. There will be a \$20.00 deposit on the borrowed key until it is returned. Any borrowed key must be returned within 24 hours. You must also provide a photo ID to be copied at the time you pick up a key. If we have to come out to your home there is a **\$100 trip charge** to unlock the doors for you.

**TENANT** acknowledges a rekey fee at market rate will be deducted from security deposit upon **TENANT** vacating if they changed locks or added keys.

**Termination Prior to Possession:** Pursuant to HRS § 521-70(e), in the event Tenant unequivocally indicates by words or deeds the Tenant's intention not to honor the tenancy before occupancy, the Tenant shall be liable for amounts up to all amounts deposited with the landlord as provided by law.

**TRASH, GARBAGE & RECYCLING:** All garbage, trash and recycling materials must be placed in the appropriate containers (we do not provide these, the City & County Provides). All containers are to be discreetly stored. The residents are required to make arrangements to have trash picked up weekly and all containers must be empty at move out inspection time. Containers are not to be out of

the storage area except on trash day pick-ups. You can find the City and County of Honolulu Refuse Division information at <https://www.honolulu.gov/opala/home.html>

You can view your collection schedule by cart, make a bulky trash pick-up appointment, report illegal dumping, find out how to dispose of different items, find the nearest drop off location for trash or bulky items and recycling centers.

<https://www.honolulu.gov/opala/quick-links/how-to-dispose-of-trash.html>

[https://opala.hnl.info/refuse\\_collection/](https://opala.hnl.info/refuse_collection/)

**DISTURBANCES, NOISE, and NUISANCES:** All tenants, residents and guest are expected to conduct themselves in a way that will not offend or disturb the neighbors. Any activity that causes extreme or excessive noise, traffic or disturbances of any kind will be cause for possible eviction. This includes loud, lewd, vulgar, or profane language. If music can be heard outside the perimeter of the leased premises it is considered too loud. You are also encouraged to look up and be aware of county ordinances for the property in which you reside.

**MOVE IN/MOVE OUT CHECK LIST:** Included in this package is a move in move out check list. We are providing this form to you to know the condition of the property at time of your move in. Please sign your name, date and return it to the office within 24 hours of move in. You will then have 7 days to update us with photos or concerns so we can add it to a new report. These two reports will be used for the move out condition report as explained on page 4 of this handbook. If this first form is not returned to us within 24 hours as outlined, the leased property will be assumed to be in acceptable condition and a fine of **\$100** will be levied. Any defects brought to our attention after this time will be added to the 2<sup>nd</sup> report, as long as it is submitted within 7 days from move in. No exceptions will be made to this procedure. This checklist should not be used as a request for repair work.

**PERIODIC PROPERTY WALK-THROUGH:** As part of our agreement with the property owner, we will conduct routine walk throughs to check the condition of the property. You will be notified in advance when this may occur and you will be given 10 days to correct any issues. OTR will do a quick walk through twice a year. In the event we determine that the issues are caused by the tenant, you will be notified in writing and give proper time to correct the problem. If we have to remedy the problem you will be assessed the charges and will be considered rent due under the terms of your lease. Please note, we also will start showing the property 30 day before your lease ends and you will be expected to be accommodating on showing. Generally, we try to keep showings on occupied units scheduled on certain days and you will be aware prior to any showings. We will attempt to accommodate you during this time and will work together on showings.



**PARKING & VEHICLES:** All vehicles shall be parked in proper areas. There will be no parking on lawns, sidewalks or other areas not designated for parking. No vehicle repairs (except minor repairs such as changing a tire) are allowed at any time. No oil stains are allowed on parking areas. All vehicles must be properly licensed & registered. All stains must be cleaned up as they happen and at check out.

The Property Management Company or the owner will not be responsible, nor pay, for any vehicles that are towed from the property or surrounding area.

**GUESTS:** Any person or persons staying more than 2 weeks each calendar quarter will be considered tenants for the purpose under your lease agreement, unless prior written permission is obtained from us. An increase in tenants will result in an increase in rent and if not reported then you could be fined for an unauthorized tenant. Only those persons listed on your lease agreement have permission to occupy the premises. You are responsible for the behavior of your guests. Notify us if off island for more than 7 days and turn off AC units in case of AC leakage.

**EMERGENCY MAINTENANCE REPAIRS:** An emergency is when danger is present to a person or property damage has occurred or is about to occur. To report an emergency, call 808-224-0344. Once reported please fill out a maintenance request online as a follow up.

**WATERBEDS:** These are generally not allowed. If allowed in writing prior to installation, you will be responsible for any damage caused by a waterbed.

**WALLS AND CEILING:** Please keep the walls of your home clean and unmarred. Do not paint or wallpaper the walls without prior approval. You are welcome to hang pictures on the walls as long as the walls are repaired, clean and unmarred when you vacate. All walls, baseboards, and trim must be washed before vacating. If you are a smoker you will not smoke inside the unit or within 50 feet of an open window or door. You will be responsible for all smoke residue and damage which may include but is not limited to, replacement of blinds and light fixtures. All properties are non-smoking inside the house, check your lease agreement.

**VINYL FLOORS, HARDWOOD FLOORS and CARPET:** Vinyl floors may be washed with a solution of warm water and soap. Hardwood floors should be cleaned with wood cleaner. You will be responsible for improper cleaning methods. Routine carpet care requires vacuuming thoroughly weekly to remove the soil from the carpet. Shampooing is usually required about twice a year and is your responsibility. Before moving in the carpets are professionally cleaned and you must have them professionally cleaned when you move out. A copy of

the cleaning bill is required at the time of move out. If you have a pet then carpets must also be pet treated for fleas and ticks and deodorized and must be annotated in the receipt. As a tenant, it is a good idea to clean your carpets quarterly by a professional licensed company.

**LIGHT BULBS:** At move in, all light fixtures will be equipped with the proper watt light bulb, never use any bulb higher than 60 watts. When you move out all light bulbs must be working in all fixtures. If light bulbs were LED at move in, they must be LED at move out.

**AC UNITS & SMOKE DETECTERS:** You must replace the air filters every 30 to 60 days depending on the filter you purchase. If you set the temperature too cool in summer, the unit will freeze up.

To help units run better, close all windows, storm windows, drapes and mini blinds. If you call in for service on the HVAC system and the service technician determines that the cause is a dirty filter you will be charged for the service call. Unless smoke detectors are hard wired, you will need to test the smoke detectors every other month and you will need to change batteries once a year. AC systems are a major expense to the homeowner and if you don't change the filter then it could shorten the life span of the system. Worse yet, you could be uncomfortable depending on the time of year it breaks down.

**PLUMBING SYSTEMS:** You are responsible for keeping all sink, lavatories and toilet drains open. Do not allow anyone to throw anything into the plumbing system or use it for any purpose other than what it was intended for. You will be responsible for any damage or stoppage after 30 days of occupancy, unless it was caused by mechanical failure of the plumbing system. If your system becomes clogged after this date, you are responsible to have pipes unclogged. It's recommended that you have hair strainers in tub and sink drains to prevent clogs. If hair is in the lines, we do not cover this service call -see maintenance info sheet for instructions. One Team Realty, LLC or the owners will not be responsible for high water bills for leaks underground as we have no way of knowing that are occurring. Please monitor your bill and the ground for wetness and report it immediately.

## **IN AND AROUND THE HOUSE:**

Dishwasher: Run the dishwasher at least once a week. The appliance seals may dry out and the motor may be damaged by long periods of non-use.

Counter tops and cabinets: Always use cutting boards when chopping or cutting, and hot pads when placing hot items on counter tops. Do not use abrasive cleaners on counter tops.

Stoves: If the oven or boiler will not turn on, check the timer on the stove. Be careful when you clean the oven that the oven cleaner does not drip on the cabinets below or on to the floor. Glass top stoves are required to be cleaned often and special glass top cleaner is required. Do not use oven cleaner on self-cleaning ovens. You will be charged for damage caused by improper use, cleaning, or lack of maintenance. Some appliances have a pilot light, you should be aware if your unit does or not. If a pilot light goes out there can be a potential health hazard from the gas fumes.

Washer and dryer: When you install your washer & dryer it is a good time to check your hoses and washers to eliminate any leaks. If you are going to be absent from your home for an extended amount of time, turn off water supply at the turn off behind the appliances. If units have washer and dryer, management will repair or replace if they break from normal wear and tear.

Water Damage: Tenants must take care to avoid water damage caused by allowing water to sit on counters and floors. Care must also be taken to ensure that shower curtains are inside the tub and that the shower doors are completely closed when taking a shower. Water on tile floors can seep through the grout and cause dry rot on the floorboards below. Water can also seep around the edges of linoleum and damage the flooring below. We recommend putting a mat, towel or rug on the floor to step on when exiting the tub or shower. Water can easily be splashed into the space behind the faucet in the kitchen or bath and damage the counter surface. Please be sure to keep these areas dry to prevent damage. If leaving the home please close all windows to prevent water damage from rain. Clean off all window sills to prevent water damage.

Bathroom Exhaust Fans: Please leave your exhaust fan on 30 minutes after each show to properly vent the condensation.

Mold: In addition to the Mold Disclosure in the Rental Agreement, the parties agree to the following:

Any mold inspection or report must be conducted by a mold expert of Landlord's choice.

Any mold inspection or remediation shall be at Tenant's sole expense.

In the event a mold expert conclusively determines in writing that the condition is a hazard to health and safety, Tenant shall have the option to terminate any remaining Term and may elect this option by providing written notice to Landlord within ten (10) days from when Tenant is informed of the mold expert's determination.

In the event Tenant elects to remain in the Premises, such an election shall also serve as an express complete and final release, waiver, or discharge of Landlord, Landlord's heirs, successors, property managers, representatives, devisees, officer, trustees, members, employees, attorneys, insurers, agents, successors, contractors, sub-contractors, and assigns from all claims, demands, causes of action, obligations, damages and liabilities of any nature whatsoever, whether known or unknown, arising out of or relating in any manner to the mold condition, mold inspection, or mold report.

## **OUTSIDE ISSUES:**

Grilling: Please be careful with outdoor grills if they are too close to the house it could cause a fire or melt the siding. Also please use a splatter mat under the grill to prevent staining the decking or patio. Ensure your apartment or condo allows grills before using or purchasing. Some buildings and or Home Owners Associations (HOAs) do now allow grills on the property. Make sure you know the HOA's rules as they take priority over One Team Realty Rules.

Yard & Shrubs: All tenants are expected to keep the grass cut and the yard tidy. This includes but is not limited to: raking leaves, trimming shrubbery, removing weeds, keeping vines off the roof & house. If there is an issue you feel is unsafe to tackle or you are unfamiliar with please let your property manager know so they may address it. If the property has a lawn irrigation system it is the tenant responsibility to have the system working and on at required settings.

**REPORTING MAINTENANCE ISSUES:** Renting one of our homes is very different than renting from a large apartment complex. There is no on-site maintenance department to take care of maintenance problems for you. You are responsible for basic issues and upkeep of the home. Report any repair issues in the proper manner. They need to be in writing through the portal and please be specific about the problem and attach photos or videos (i.e. Correct: the right burner on the stove does not work. Incorrect: The stove is not working). Log into your tenant portal, and click submit maintenance request and include all important details and the BEST contact number.

If it is a serious issue, call the office at (808) 224-0344. Should you notify us about a problem and we send a contractor who states that nothing is wrong and there is no problem you will be charged for that service call.

**INSURANCE:** It is required that you have renters' insurance and the owner and the Property Manager, Darren Holbrook/One Team Realty need to be named as additional insured on your policy. If your insurance company will not do this, we will not be able to accept this insurance and you will have to find a provider that will. We also have to have a copy of the declarations page before the keys are turned over. If we

ever find a policy is NOT in place, one will be taken out on the property and will be added to your monthly rent. We also charge an administrative fee for this of **\$3.00** a month. You can update your insurance on the tenant portal and are expected to do so. A reminder that tenants are responsible for any type of broken windows or glass. All glass becomes a tenant responsibility regardless of cause. Also, your obligation to habitability requires that you don't leave it broken.

The owner and/or his Managing Agent **ARE NOT** responsible for any theft or damages to the Tenant's personal property. Tenants are aware that they are solely responsible for maintaining their own **RENTER'S INSURANCE POLICY** for any personal property and valuables in their possession.

**PETS:** No pets of any kind are allowed on the property unless you have written permission from us. It will be in the form of a pet addendum with all pets allowed listed. There is a pet deposit per property if accepted. We require you to obey all local ordinances, dogs cannot be tied or chained outside at any time. There will be a non-refundable pet fee as described in your lease. **Having a pet on the property is a privilege and may be revoked at any time without terminating your lease agreement.** We use a separate company to determine if your pet is up to date on all shots and microchip. You are required to fill out a pet application through that company and pay their pet application fee. Pet Screening can be accessed through our website at [www.oneteamrealtyllc.com](http://www.oneteamrealtyllc.com), click on Tenants, and pet screening. If the animal is determined to be an assistance animal, then the pet application fee will be returned and a pet deposit will not be charged. If a pet is allowed then a pet deposit will be required and a monthly pet administration fee and based on the rating pet screening risk assessment provided by the 3<sup>rd</sup> party. A monthly pet fee will be required at the time the pet enters the property.

### **ASSISTANCE ANIMALS as defined by HUD**

**COMPANION ANIMAL:** By HUD's definition a companion animal is an animal whose sole function is to provide emotional support, comfort, therapy, companionship, therapeutic benefits or promote emotional well-being and are not service animals for persons with disabilities.

**SERVICE ANIMAL:** By HUD's definition a service animal is an animal that may perform tasks for people with disabilities such as guiding people who are blind, alerting people who are deaf, pulling wheelchairs, alerting and protecting a person who is having a seizure, or performing other special tasks. Service animals are working animals, not pets.

**PHYSICAL MODIFICATIONS:** A physical modification refers to a request by a person with disabilities for a physical change to the leased unit and or any applicable common areas that would allow you to use and enjoy a dwelling.

Examples include grab bars, wheelchair ramps, and designated handicapped parking. Please contact your property manager with any questions.

**SECURITY/ALARM/DISHES:** Please do not install any systems without written permission from us. This includes but is not limited to security monitoring systems, alarm systems, satellite dishes or anything similar. If you wish to have anything installed, notify us, and we will provide the proper guidelines for doing this. Any necessary written instructions will be provided for your signature and a specific location will be identified.

**ASSOCIATION RULES AND REGULATIONS:** If the dwelling is located in a community association, homeowners' association or condo association, tenants will be subject to follow all rules and regulations. An addendum will be added to the lease stating tenant has been given a copy of association handbook with all regulations. You are required to read and adhere to the Home Owners Association (HOA) regulations and register with the HOA. If the HOA requires tenant registration, then that must be completed as soon as possible or no later than 3 working days from the day of move in and a copy provided to OTR. Any violation warning is **\$25** fine and a HOA Fine letter is **\$50** plus the cost of the HOA fine. **Know the HOA Rules Provided.**

**PEST CONTROL:** We are committed to providing our residents with high-value professional services and reliable support. Accordingly, **One Team Realty** residents are enrolled Pest Assurance, powered by Pest Share.

This innovative program, is a self-directed, on-demand, pest control service that includes the following pests: **Bed Bugs, Fleas, Ticks, Weevils, Mites, Cockroaches, Ants, Rats, and Mice, and others as required.**

No need to place a One Team Realty work order or to contact our office, simply visit [pestshare.com](https://pestshare.com) to request pest control services. You'll work directly with our strategic partner, Pest Share, and their assigned service provider directly to coordinate service: initial correspondence will be by email - be sure to check your spam folder. Additional support is a click away via chat at [pestshare.com](https://pestshare.com).

\*Pest Share reserves the right to limit total claims requested by a covered property to (4) service claims within a 12-month period. Each claim comes with a 30-day warranty, from the day of completed services.

**No illegal drugs or illegal activity of any kind is allowed on the property at any time. Should illegal activity become evident within the premises, the Rental Lease Agreement shall terminate immediately.** Tenant shall be responsible for any damages and/or court fees caused by the aforementioned whether the activity was conducted by the Tenant or the Tenant's visiting friends and/or relatives.

**DISCLOSURE OF INFORMATION:** Tenant may from time to time authorize Landlord to disclose information regarding this Agreement and the tenancy to third-parties, including, but not limited to, future Landlords and mortgage lenders. Landlord will not provide this information if Tenant's Rental Agreement expiration date is greater than 90 days from the time this information is requested and reserves the right to charge a reasonable fee to the receiving party for providing such disclosure. Tenant understands that the receiving party may impose any such charges incurred back upon the Tenant. Both parties agree that all disputes and complaints shall be resolved privately and confidentially between Tenant and Landlord, or individually through the courts or collections and further agrees to refrain from making degrading or defamatory statements orally or in writing about any other party and the representatives, partners, or agents of the parties. This includes social medial posts. Both parties agree that it would be impractical and extremely difficult to ascertain the amount of actual damages caused by a failure to comply with this provision and liquidated damages of **\$1,000.00** shall be payable upon demand.

Tenant understands that they do have the right to put reviews on the internet. This is notification that we reserve the right to take legal action against the tenant for internet statements and or Reviews that are not factual or only hold partial truth.

**Credit Reporting:** One Team Realty, LLC has the right to report positive and negative payment history to the credit agencies.

**Odors:** Tenants are advised to keep odors in home from cooking, pets, and other odors controlled. It is recommended to purify the air in the home so odors don't take hold and are hard to remediate. If One Team Realty has to deoxidize a home it cost **\$100** a day for the unit.

**Solar:** A word about solar. One Team Realty (OTR) and the owner (s) does not track your solar usage or if the system is working. Usually, the first we hear about it is when a tenant calls to tell us the power bill is high. We will investigate it and get it fixed but we will not reimburse your electric bill because of this. You need to monitor your electric bill when you receive the bill so you can determine if something is wrong with the system. If the home comes with a solar tracker, you can check it as often as you like. Some homes have this and some do not.

## Maintenance Cheat Sheets

The following pages have general maintenance/care suggestions and directions included for you to refer to as needed.

If you feel a task is beyond your scope, please let us know before attempting it, to prevent any potential damage. Keep in mind these are very basic descriptions and are used to maintain items. YouTube is a great place to help with maintenance issues. If an item is broken or malfunctioning, please alert your property manager.

### Sinks

To help prevent clogs from hair, food, and other stuff	Pour 1 tablespoon table salt + 1 tablespoon baking soda down drains, next pour 1/2 cup vinegar, wait 20 minutes, pour 2 quarts hot water down drain use cold water on garbage disposals
To prevent clogs from hair, soap scum, etc	Buy the amazing zip it cleaning tool (about \$5.00) It is easy to use and is good at removing hair from lines

### Dishwasher

Do Daily	To prevent clogs & bacteria scrape food from dishes & pre-rinse to clean off dried food
Do Weekly	Run dishwasher weekly even if it is empty to prevent clogs in the lines
Do every 2 months	Run empty load and use 3 cups vinegar to dissolve water deposits
Don't	Do not over load the dishwasher dishes will not come out clean
Don't	Do not use dish soap - it will over suds and make a mess
Don't	Do not use gel soap it tends to gunk up the system

### Garbage Disposal

To Clean	Run strong flow of cold water Turn on wall switch add 2 cups of ice chips to help clean the blades Add some fresh lemon for added freshness
To prevent clogging	Operate with only cold water while grinding, after you turn off the disposal, let water run 15 sec. Do not try to grind bones, grease, fat or other fibrous matter
To prevent smells	Grind ice to prevent any bad smells
Jammed unit	Use wrench to free jam one is under the sink, if unit does not make any noise push red re-set button on bottom of unit



## Smoke Detectors

Check monthly.

You need to change batteries once a year or as soon as the alarm chirps. Drain the memory by unhooking the wire and removing the battery. Press the alarm button until beeping stops.

## Clothes Dryer

Empty lint filter after each use, there is a possibility of fire hazard if you do not.

## Clothes Washer

Leave door open when not in use to air out and prevent smells. Clean rubber door gasket monthly and whip down after each use.

**Bathroom Vent:** Leave vent on for 30 minutes after showering to exhaust moisture or open window.

**Garbage Disposals:** See YouTube video, <https://www.youtube.com/watch?v=J0OByRuoYM0>

## Toilets

Do not flush napkins, food scraps, paper towels, balls of hair, diapers, Q-tips, feminine hygiene products, wipes (flushable or non-flushable). Any calls to the plumber related to a clogged toilet where the issue is non flushable items blocking the flow will cause charges to be assed to the tenant. It is your responsibility to make sure that nothing is flushed that should not be. This applies to all residents and their guests. All hard water stains or rings are required to be cleaned at check out so clean them after to prevent build up.

### Instructions for unclogging bathroom sink, bathtub, shower drains

Step #1 Try the zip it	For a fast easy & inexpensive solution that almost always works buy the zip it Never use it with any drains cleaner the zip it is a long plastic strip with barbs projecting off the sides. Simply push in the drain and pull slowly out it will snag and hair, debris & other stuff blocking the flow
Step #2 If drain is still slow	Remove standing water Pour 1/2 cup table salt 1/2 cup vinegar let stand 20 min pour 2 quarts water down drain
Step #3	Bail out most of the water add 1/2 bottle dawn and 1 gal of hot-hot water Let set 15 mins then plunge
Step #4 How to plunge	Use old-fashioned cup style plunger not the flange type these are for toilets In bathroom sink seal off the overflow drain with the plunger completely Tilt the plunger to burp all the air out place plunger over the drain opening press and pull back several times
Step #5	If all this does not work call me to schedule a service call

## SERVICE STRUCTURE

Service's, rules and regulations may be subject to change with 30-day notice and will be posted in Resident Site Announcements in your resident portal. (It is understood that all fees are not listed here)

	Name	Description	Cost	GL Account
1.	Technology Fee	Monthly Fee	\$4.50	4496
2.	Mail Forwarding	Amazon Prime package, etc	\$30	
3.	Application Fee	Initial Application fee for a rental unit	\$30	4440
4.	Co Signer Fee	Initial Application fee for a rental unit	\$30	4440
5.	NSF Fee	Return check or NSF Fee for on-line payments	\$30	4410
6.	Break Lease Fee	Tenant also vacates the security deposit and still has to clean the home as normal move out	\$1500	4475
7.	Pet Acceptance Fee	If after the application is approved and tenants wants A lease, there is a one-time fee and pet addendum completed	\$100	
8.	Pet Admin Fee	Petscreening rating \$5 - \$25, Monthly Fee (Score: 0=\$30, 1=\$25, 2=\$20, 3=\$15, 4=\$10, & 1=\$5)	\$5	4498
9.	Pet Add Fee	After lease is signed and tenant wants to add a pet, A Pet add or drop fee	\$100	4497
10.	Flexible Lease terms	Minimum 90 days, after that 6, 9, 15, 24 months would incur a charge each month & Possible higher rent/deposit. shorter the lease the more cost	\$50, \$25	
11.	Lease Modification Fee	Per tenant add or remove	\$100	
12.	Lease Violation Fee	Any violation of the lease agreement	\$50	
13.	Failure to connect utilities	If tenant fails to connect utilities at move in or stops services at any time during a lease period	\$75	
14.	Lease Renewal Fee	Renewal fee upon new lease signing	\$150	4490
15.	Failure to gain access	Not letting a scheduled vendor or agent in the home to include showing to potential renter or buyer	\$100	
16.	HOA rules violation letter, warning and fine	Warning \$25, Fine \$50 plus HOA fine	\$50	
17.	Check Processing Fee	If pay by paper check or bank slip	\$10	
18.	Lock out fee	If OTR goes to unit with keys	\$75	6149
19.	Rekey Fee	Lost Keys or change requested, Plus Supplies	\$100	6145
21.	Late Rent Fee	Hawaii State Law, 8% of rent	8%	4460
22.	Renters Insurance	Tenant required to name One Team Realty as an additional Interest with \$100 K policy, if not we get it for tenants and tenants pay. Monthly Fee	\$9.50	4250
23.	Insurance Admin fee	Adding property to coverage, Monthly Fee	\$3.00	4451

24.	Odorize Treatment	Per day charge for Ozone cleaner	\$100	
25.	Security Deposit	Possible Sec Deposit charges if property not returned to move in condition. \$100 vendor mark-up per vendor we send	\$100	
26.	Non-Emergency maintenance	After hours non-emergency maintenance because tenant can't take off work, hourly charge plus vendor charge	\$30	
27.	Unauthorized communication with owner	Unauthorized Communication with owner	\$500	
28.	Unauthorized Occupant Fee	Per Person not authorized to be in the home	\$500	
29.	Credit Risk Fee	Low to No Credit – Monthly Fee	\$25 - \$50	4485
30.	Resident Benefit Package Fee	Fee charged to tenant if they enroll in the RBP, this is a \$30 fee.	\$30	4260

**GENERAL CLEANING OF ALL ROOMS: (This is not all inclusive but is a good list)**

- \_\_\_\_\_ CEILING – Are to be cleaned of dust, spider webs, etc.
- \_\_\_\_\_ CARPET – Are to be PROFESSIONALLY cleaned (Copy of receipt must be provided to OTR, LLC.)
- \_\_\_\_\_ FLOOR – Floor are to be sweep, mopped, and or waxed and baseboards must be cleaned.
- \_\_\_\_\_ WALLS, BASEBOARDS, WOODWORK, and LIGHT SWITCHES & FACEPLATES – Are to be cleaned of smudges, fingerprints, scuffmarks and dust. Holes patched and painted.
- \_\_\_\_\_ LIGHT FIXTURES & COVERS – Wiped cleaned, inside & out. All bulbs same size/type and working
- \_\_\_\_\_ WINDOWS & SCREENS – Are to be thoroughly cleaned, including frames & Tracks, inside & out.
- \_\_\_\_\_ DRAPES – Vacuum, free of dust.
- \_\_\_\_\_ AIR CONDITIONER (If any) – Should be cleaned & the filter rinsed or replaced.
- \_\_\_\_\_ BLINDS – Cleaned, Free of dust.
- \_\_\_\_\_ CEILING FANS & BLADES – Are to be wiped cleaned, free of dust.
- \_\_\_\_\_ SLIDING DOORS – All tracking are to be thoroughly cleaned, inside & out.

**KITCHEN:** (All Appliances must be cleaned and in working condition)

- \_\_\_\_\_ ALL CABINETS, DRAWERS, SHELVES, & CLOSETS – Are to be thoroughly cleaned, contact paper removed. TOP of cabinets are to be cleaned, free of dust & grease.
- \_\_\_\_\_ STOVE, DRIP PANS, OVEN, & RANGE HOOD – Are to be thoroughly cleaned & Free of grease and/or filter replaced.
- \_\_\_\_\_ REFRIGERATOR – Are to be wiped clean, & leave on NORMAL setting. Clean UNDERNEATH, behind and enclosure. A new filter must be provided. (Landlord will install) Turn off Ice maker and empty tray.
- \_\_\_\_\_ DISHWASHER – Clean rubber gasket, wiped clean, free of water.
- \_\_\_\_\_ DISPOSAL – Clean grime build up. (Run some small ice cubes through it)
- \_\_\_\_\_ SINK & FIXTURES – Are to be wiped clean, no food left in drain, stainless polished.
- \_\_\_\_\_ COUNTER TOPS – Are to be wiped clean.
- \_\_\_\_\_ DISHES, POTS & PANS – Should be WASHED, whether they have been used or not.

**BATHROOM(S):** (Plumbing fixtures must be clean & grout/tile free of soap residue & mildew & in working order.)

- \_\_\_\_\_ TUB - Free of Hard water stains
- \_\_\_\_\_ TOILET – Free of Hard water stains
- \_\_\_\_\_ LAVATORIES
- \_\_\_\_\_ CABINETS & STORAGE
- \_\_\_\_\_ COUNTER TOPS
- \_\_\_\_\_ MIRRORS & MEDICINE CABINETS
- \_\_\_\_\_ EXHAUST FANS – Dust free
- \_\_\_\_\_ SHOWER DOORS – Glass to be water spot free

**MISCELLANEOUS:**

- \_\_\_\_\_ Water Heater Area – Wipe off top and behind
- \_\_\_\_\_ Washer/Dryer Area – Clean UNDERNEATH, behind & enclosure. Empty Lint Tray, Clean Rubber door seal.
- \_\_\_\_\_ Driveway area and/or parking stalls – Remove all grease stains.
- \_\_\_\_\_ Storage Area
- \_\_\_\_\_ Trash cans – Empty and generally cleaned
- \_\_\_\_\_ Landscape, Yard, Trees, Bushes, Weeds, Gravel, Mulch as needed

**BALCONY/LANAI/GARAGE:** (Are to be swept and/or hosed down.)

- \_\_\_\_\_ Railings – Wiped off
- \_\_\_\_\_ Flooring – Swept and free of debris
- \_\_\_\_\_ Garage Flooring (if applicable)
- \_\_\_\_\_ Garage Sink cleaned

We, the undersigned tenants, have read and understand the terms of this Tenant Handbook. We have received a copy for our records.

We understand this is a binding contract separate from the Lease Agreement.

This signed page will be kept in your file and a copy can be provided to you for your records.

\_\_\_\_\_  
Darren S. Holbrook, Property Manager/Agent      Date

\_\_\_\_\_  
Signature of Tenant      Date

\_\_\_\_\_  
Printed Name of Tenant

\_\_\_\_\_  
Signature of Tenant      Date

\_\_\_\_\_  
Printed Name of Tenant

Property Address: \_\_\_\_\_

