

## **Patricia Kruse Property Management Rental Policies**

### **1. Introduction**

**Purpose of the Manual:** This manual aims to provide clear and concise policies to ensure harmonious relationships between tenants and landlords, in accordance with Alabama state laws.

**Scope and Applicability:** This policy manual applies to all rental properties and tenancies within the state of Alabama.

**Definitions:** Key terms include tenant, landlord, lease, security deposit, and more.

### **2. Tenant Rights and Responsibilities**

#### **Security Deposits:**

- Tenants must pay a security deposit equal to one month's rent. The deposit is due within 24 hours after signing the lease. If the lease is to start in under 7 business days the deposit must be paid via certified funds.
- Landlords must provide an accounting of funds within 60 days after the lease ends showing any deductions for damages or unpaid rent. Deposit refunds are generally sent within the same 60 days but not required by law.
- Receipts: Tenants are responsible for providing forwarding addresses to receive refund checks. Tenants may opt to receive a refund via email check by requesting this at move out.

#### **Lease Agreements:**

- All lease agreements must be in writing and signed by both parties.
- Leases must specify the duration, rent amount, and other terms.

#### **Maintenance and Repairs:**

- Tenants must promptly report any maintenance issues by submitting a request through their tenant portal.
- Landlords are responsible for regular property maintenance and timely repairs.

#### **Rent Payment and Late Fees:**

- Rent is due on the first of each month and payment should be submitted through your tenant portal.
- Late payment fees are charged after the 5th day of the month and are \$50. If the full payment of rent plus the late fee is not received by the 6th, an additional \$10 is charged daily until full payment is made.

#### **Privacy and Entry Rights:**

- Landlords must give at least 48 hours' notice before entering the property.
- Tenants have the right to privacy and peaceful enjoyment of the property.

**Pest Control**

- Tenants are responsible for regular pest control measures and to maintain the rental property in a clean and habitable condition. Treatments must be conducted by licensed professionals, and severe infestations reported to the landlord immediately.
- Landlords are responsible for maintaining termite control.

**Lawn Maintenance:**

- Tenants must ensure that lawns and exterior areas comply with community rules and regulation. This includes regular mowing, weeding, and general upkeep to maintain the property's appearance and/or local ordinances. This includes mowing, weed control for lawn and in flowerbeds, trimming bushes and flowerbeds, mulching and watering.
- Violations and fee charged by the HOA's or the city are the direct responsibility of the tenant. The landlord reserves the right to arrange lawn and landscaping care and charge the tenant.

**Homeowners Association (HOA) Compliance:**

- Tenants must adhere to all rules and regulations set forth by the Homeowners Association (HOA). This includes but is not limited to noise restrictions, parking regulations, trashcan placement, lawn and landscaping care, and community standards.

**Renters Insurance:**

- Tenants are required to obtain renters insurance that includes at least \$300,000 of liability coverage. The insurance policy must list Patricia Kruse Realty & Property Management, 1593 A Hughes Rd, Madison, AL 35758, as an additional insured party.

**Deposit Payment:**

- Once a lease is signed, tenants must submit the deposit payment within 48 hours.

**First Month's Rent:**

- For lease start dates between the 1st and 20th of the month, the first month's rent is due.
- For lease start dates on the 21st or later, both the first and second month's rent are due.

**Rent Payment Timing:**

- Rent payments must be submitted at least 5 business days prior to the move-in date. If the move-in date is less than 5 business days away, tenants must provide certified funds (money order or cashier's check) prior to move-in.

**Pet Policies:**

- Pets are allowed on a case-by-case basis. When pets are allowed, a non-refundable pet fee will be required. An additional refundable pet deposit may also be required.

**3. Landlord Rights and Responsibilities**

**Property Maintenance:**

- Landlords must maintain the property in a safe and habitable condition.
- Regular inspections should be conducted to ensure compliance with health and safety regulations.

**Legal Compliance:**

- Landlords must comply with all relevant state and local laws.
- Proper documentation and records must be maintained for all tenancies.

**Eviction Procedures:**

- Evictions must follow Alabama state laws, including proper notice and court procedures.
- Grounds for eviction include non-payment of rent and lease violations.

**Handling Tenant Complaints:**

- Landlords must respond to tenant complaints within 48 hours.
- An escalation process must be in place for unresolved issues.

**Insurance Requirements:**

- Landlords must have liability insurance coverage for the property.
- Tenants are encouraged to obtain renters' insurance.

**4. Application and Screening Process****Application Forms:**

- Applications must include personal information, employment history, and rental history. Disclosure of any criminal history or bankruptcies is required.

**Screening Criteria:**

- Applicants must provide proof of income equal 3x the monthly rent and
- Applicants must have a credit score of 640 or higher and
- Applicants must meet a rent to income ratio  $\leq 40-45\%$ .
- Some landlords may consider applicants not meeting all these requirements. In such cases, the first and last month's rent, plus the security deposit, will be required before move-in.

**Fair Housing Laws:**

- Landlords must comply with the Fair Housing Act, ensuring no discrimination based on race, color, religion, sex, national origin, disability, or familial status. Reasonable accommodations must be provided for tenants with disabilities.

**Background Checks:**

- A criminal background check and eviction check will be performed on all applicants. Decisions will be based on the severity and relevance of any criminal history to the rental property.

**5. Lease Terms and Conditions****Lease Duration:**

- Fixed-term leases typically last 12 months, unless otherwise agreed upon.
- Month-to-month leases are available with a 30-day notice for termination on select properties.

**Renewal and Termination:**

- Notification of lease renewal or termination must be given 30 days before the lease ends.
- Terms under which a lease may be terminated include non-payment and breaches of the lease agreement.

**Rent Increases:**

- Tenants must be given a 30-day notice of any rent increases.
- Rent increases must comply with any applicable state and local regulations.

**Subletting and Assignment:**

- Tenants must obtain written consent from the landlord before subletting the property.
- Subletting must meet the same screening criteria as new rentals.

**6. Maintenance and Repairs****Routine Maintenance:**

- Regular maintenance schedules for inspections and upkeep.
- Tenants must allow access for scheduled maintenance.

**Emergency Repairs:**

- Emergencies should be reported after calling 911 for immediate assistance. Should the emergency not require police or fire/rescue services please call the landlord.
- Landlords must respond to emergency repair requests within 24 hours.

**Tenant Responsibilities:**

- Tenants are responsible for minor repairs such as changing light bulbs, batteries, air filters, water filters and unclogging drains.
- Any damage must be reported promptly to prevent further issues.

**Reporting Procedures:**

- Tenants can report maintenance issues through an online portal.
- Landlords must follow up on repair requests within 48 hours.

**7. Security and Safety****Security Measures:**

- Properties must be equipped with secure locks.
- Adequate outdoor lighting must be maintained to ensure tenant safety.

**Fire Safety:**

- Smoke detectors must be installed and regularly tested in all rental units.
- Fire extinguishers should be readily available and inspected regularly.

**Emergency Procedures:**

- Clear emergency evacuation plans must be provided to all tenants.
- Emergency contact numbers should be prominently displayed in rental properties.

**Insurance Requirements:**

- Tenants are required to obtain renters' insurance to cover personal belongings and liability.
- Landlords must maintain property insurance and provide proof upon request.

**8. Dispute Resolution****Mediation and Arbitration:**

- Encourage resolution of disputes through mediation before seeking legal action.
- Binding arbitration may be used if mediation fails.

**Legal Actions:**

- Disputes may be taken to small claims court if under a certain dollar amount.
- Tenants and landlords have the right to legal representation.

**9. Additional Resources****Community Resources:**

- Information on local services such as utilities will be provided by the landlord.

**Contact Information for Local Housing Authorities:**

- Information on local housing authorities and how to contact them.

**Tenant Rights Organizations:**

- Details of organizations that advocate for tenant rights and provide legal assistance.