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Castle

PROPERTY MANAGEMENT

Landlord HANDBOOK

Castle Property Management

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We are thrilled to have you as a valued landlord partner. This handbook is designed to provide you with essential information to help us manage your property effectively. While it covers many aspects of property management, please remember that this is not a substitute for the actual lease agreement. The lease you have in place is a legally binding document, and it is important that you familiarize yourself with its terms and conditions.

The Role of Property Management

We act as the liaison between the tenant and the landlord. We are contracted by you, the property owner to manage the enforcement of the lease agreement and to handle day-to-day operations. Our responsibilities include distributing rent payments, coordinating maintenance or repairs and addressing any operational questions you may have about your property.

Please note that, as per our property management agreement, all communication should be directed through us. We are the point of contact for all matters related to the property, and we highly recommend you do not interact with your tenants.

Setting Expectations

While most tenancies proceed smoothly, we understand that issues can occasionally arise. Here are some key things to keep in mind:

While your lease agreement is thorough, it cannot address every possible situation that may arise. What one party considers a reasonable request may not always be seen the same way by the other. When issues do occur, we will do our best to help find a solution; however, please note that we are not the final decision-makers. If an agreement cannot be reached, we recommend seeking legal counsel for further guidance.

Regarding the move out of a tenant, we will discuss what constitutes normal wear and tear. It's important to understand that, aside from issues like non-payment of rent, the most common dispute involves wear and tear. Property owners should be aware that the longer a tenant occupies a property, the more likely it is to experience minor scuffs, dings, and general dirtiness. Some level of wear and tear is to be expected. Over time, we've learned that both owners and tenants often have different definitions of what qualifies as "reasonable" wear and tear. If a disagreement arises in this area, we can provide insight into how the courts might view the situation and what might be considered beyond reasonable wear and tear. If you expect the property to look exactly as it did when you first rented it out, you may want to reconsider renting altogether.

Move-In Process

Keys & Access:

To ensure a smooth transition and timely tenant occupancy, we request that three complete sets of all relevant keys are provided - door keys, mailbox keys, garage remotes, and gate cards - One set due at listing agreement signing and two sets (for tenants) to be left at the property.

Important Note:

Access will not be provided to the tenant until full payment for the first month's rent and all security deposits have been received. This policy is strictly enforced.

Utilities

Owners are required to arrange for the cancellation of all utility services effective the day following the lease start date. Should the tenant have already set up utility services to begin on the lease start date, this will not be an issue; our primary concern is ensuring utilities are active for the tenant's occupancy from day one. Although it is the tenant's responsibility to establish utility services, we aim to prevent any interruptions in service and avoid continued billing to the owner in the event the tenant fails to arrange for utility activation promptly.

Utility Transfers During Vacancies:

During periods between tenancies, we will handle the coordination of utility turn-ons and turn-offs. The cost for any utility services provided during vacancies will be billed directly to the owner.

Move-In Inspection

Before the tenant takes occupancy, we will conduct a thorough inspection of the property. During this inspection, we will photograph and video the interior and exterior of the property. These images will be stored in "the cloud" and can be accessed upon request. Our goal is to ensure that, in the event of any disputes at move out, we have the necessary documentation to effectively resolve the matter.

Insurance

It is essential that you contact your homeowner's insurance provider to inform them that you are no longer occupying the property and that it is now being rented. Please add us as an additional insured party on the policy. Landlord insurance coverage differs from owner-occupant coverage, and any claims may not be honored without the appropriate policy in place.

Rent Payment

Most leases stipulate that rent is due on the 1st of each month and considered late after the 5th. Our goal is to process all rent payments and ensure that your direct deposit is transferred to your bank within three business days of receipt. You will typically receive your owner statement via email on the same day that the rent payment is processed. Statements will be posted to your portal monthly. They will include copies of any vendor invoices incurred.

Zero Tolerance (Late Rent Payments, Eviction)

If rent is not received by the end of the 5-day grace period, we will issue a formal "Pay or Quit" notice to the tenant. If rent and late fees are paid in response to this notice, no further action will be taken. Any late fees collected from the tenant will be retained by us to cover administrative costs.

If rent is still unpaid beyond this point, we will consult with you about whether to initiate the eviction process. While eviction can be paused if rent is paid during the process, you will be responsible for attorney's fees once proceedings have started. These fees will vary depending on the stage of the process, and while they may be recoverable through the court, they are not guaranteed.

Tenant and Owner Maintenance Responsibilities

HVAC Filters, Lawn Care, Cleaning

Tenants are responsible for maintaining a clean and sanitary living space, as well as performing routine maintenance such as changing light bulbs, smoke alarm batteries, refrigerator filters, replacing HVAC filters, and yard maintenance (unless included in the rent).

While filter changes and yard upkeep are tenant responsibilities, we often find that tenants may neglect these tasks. Unfortunately, neglect may go unnoticed until a problem arises and proving it can be difficult. To mitigate this, we recommend that homeowners consider contracting for semi-annual HVAC inspections and include lawn care as part of the rent. We can provide recommendations for affordable, reliable contractors.

For properties with extensive landscaping, tenants are generally not responsible for trimming tall trees or laying fresh mulch. We can provide quotes for these services upon request.

If your property has a sump pump without a battery backup, we strongly recommend installing one. We've seen significant basement damage from pump failure during power outages, especially in storms. Battery backup systems typically range from $700–$900, and we can connect you with contractors who offer this service.

Emergency Repairs

The most common repair requests we receive are for HVAC issues (heating and cooling), plumbing, and malfunctioning appliances. All no-heat, no-A/C, and water leak issues are treated as emergency repairs. We will immediately notify you and arrange for a contractor to assess the situation. Your approval will be required for repairs above your pre-agreed threshold.

For HVAC repairs, if the temperature in the home exceeds 80°F or drops below 62°F for over 24 hours due to system malfunction, we recommend providing the tenant with temporary housing. The allowance for temporary housing should not exceed 1/30th of the monthly rent per night (e.g., $80/day for a $2400/month rental). The same applies if the property is significantly flooded or without water (or hot water) for more than 24 hours. Tenants must provide receipts for hotel stays to be eligible for this allowance. Please note that power outages affecting multiple properties do not fall under landlord responsibility, and no tenant allowances will be made for these situations.

Properties with Pets

Pets are beloved members of many families, but they can also cause significant damage to a property if not properly managed. As the owner, you have the discretion to allow or restrict pets, and to decide which types of pets are permitted. Security deposits and pet fees may not fully cover the cost of extensive pet damage. Larger homes are more likely to attract tenants with pets, though not allowing pets may reduce your pool of potential applicants, leading to longer vacancy periods.

If you choose to allow pets, only the pets listed on the lease are permitted. No additional pets are allowed at any time. Note that service animals and ESAs are not considered pets and must be allowed by law.

If you allow pets, a pet addendum will be added to your lease and an additional refundable pet security deposit will be required.

Odor Management

We expect properties to be odor-free when tenants vacate. Common issues include cooking odors, pet smells, and other lingering scents. In severe cases, deep cleaning, duct cleaning, and painting may be required.

Snow Removal

For single family homes and townhomes, it is the tenant's responsibility to keep sidewalks and driveways clear of snow and ice. We ask tenants to avoid using products that could damage concrete surfaces.

Please keep in mind that snow removal can become quite expensive, depending on factors like the depth of the snow and the size of the property.

Problems with Neighbors

While we strive to maintain positive relationships between tenants and neighbors, we can only intervene when the tenant is violating their lease or local ordinances. Unfortunately, personality clashes or differing lifestyles may not be something we can resolve.

HOA Compliance

If your property is part of a Homeowners or Condominium Association (HOA), your tenant must comply with the HOA's rules and regulations. This includes guidelines on parking, trash removal, exterior maintenance, and more. It is important that you provide us with a copy of your HOA or Condo Association's covenants, guidelines, and rules before tenant occupancy. If we don't receive them from you, we will obtain the documents directly from the HOA. Please note that most HOAs charge a fee for these documents, and we will pass along any such charges.

Modifications to the Property (Paint, Wiring, Wall Hangings)

Tenants are not permitted to make modifications to the property without prior written approval. This includes, but is not limited to:

- Wall-mounted TVs
- Painting or wallpapering rooms
- Excessive wall hangings or décor
- Installation of satellite dishes
- Moving or adding media outlets
- Installation of additional locks or security devices
- Installation of appliances and bidets
- Modification of flooring
- Altering plumbing or electrical systems
- Removal of fixtures or built in furniture
- Attaching items to exterior surfaces
- Planting or removing shrubs

If tenants request any modifications, we will reach out to you for approval before proceeding.

End of Lease Notification

Approximately 60 days before the lease term ends, we will contact you to discuss whether you wish to continue renting the property. If you choose to renew, your leasing agent will provide a current rental market analysis. When considering lease extensions, we typically recommend keeping rent slightly below market value to retain good tenants. The costs associated with tenant turnover—such as leasing fees, repairs, and potential loss of income due to vacancy—make it valuable to maintain a long-term tenant relationship.

Once you've made a decision regarding the property, we will inform the tenant. At that point, we will ascertain whether the tenant wishes to extend their lease or vacate the property.

If the tenant plans to vacate and you wish to continue renting out the property, we will initiate a listing agreement to begin marketing the property for rent.

We recommend starting the marketing process 45 days prior to the tenant's move-out. In some cases, we may advise postponing marketing until after the tenant vacates, especially if extensive repairs are needed to bring the property up to par.

Move Out Process

Tenants are required to vacate and return all keys, remotes, fobs, etc. to us by 5:00 PM on the final day of the lease. Typical move-out requirements for the tenant include, but are not limited to:

- Cleaning of entire property including bathrooms, floors, counters, appliances, etc.
    - We encourage tenants to use a professional
    - The lease dictates that if we are not satisfied with the cleanliness of the property, we may bring in professional cleaners and deduct the cost from a tenant's security deposit.
- Professional carpet cleaning (receipt must be provided)
- Removal of all personal property
- Gutter cleaning (single-family homes and townhomes)
- Fireplace cleaning (wood-burning)
- Final lawn care and yard maintenance

We request tenants refrain from attempting to patch walls or use touch-up paint, as this often results in a less-than-ideal appearance. If such repairs are needed, the cost is deducted from their security deposit.

Mandatory 6-Month Compliance & Smoke Alarm Inspections

Per your PMA, we conduct property inspections every six months to ensure the property is being maintained, identify any needed repairs, and verify safety compliance. As required by law, smoke alarms will be inspected yearly to ensure they are functioning properly. Tenants will receive advance notice of these inspections, and access to the property will be required. These inspections are essential for safety and compliance with local regulations. Please contact us with any questions or concerns.

Move Out Inspection

We will conduct a move-out inspection within three days of tenant vacancy. During the inspection, we will document the condition of the property. The results will be shared with you. We will discuss any repairs, maintenance and recommended upgrades at that time. We will also let you know of any security deposit related items.

Security Deposit

Tenants must be notified within 45 days of the lease end date of the disposition of their security deposit. Security deposit disputes are one of the most contentious and time-consuming issues in property management. While we provide guidance to both tenants and landlords in these situations, it is important to remember that we are not legal experts. If a resolution cannot be reached, the matter will likely need to be resolved in court, and attorney fees could run into the thousands of dollars. We strongly encourage avoiding litigation whenever possible.

Some common issues that lead to security deposit disputes include:

- Damaged hardwood flooring
- Dents or scratches on stainless steel appliances
- Dents, burns, or damage to counters and cabinets
- Carpet stains or damage
- Excessive wear and tear on walls
- Lawn or shrub damage

To help avoid disputes, we recommend the following to tenants:

- Use felt pads or other floor protectors on furniture legs
- Avoid placing magnets on refrigerators to prevent scratches
- Only use approved cleaners on stainless steel appliances
- Vacuum carpets regularly and clean up spills promptly to prevent stains (Spot Shot is highly recommended)
- Clean hardwood floors with approved products (e.g., Bona) and avoid leaving water on hardwood surfaces
- Water lawns and shrubs regularly, especially during dry spells

Landlord/Tenant Disputes

We will do our best to help resolve any disputes between you and the tenant. Our approach will always be guided by the terms outlined in your lease. If we're unable to help mediate a solution, we recommend that you seek legal advice for further resolution.

Tenant and Owner Maintenance Obligations

In addition to the general responsibilities outlined in your lease, both the tenant and the owner have specific obligations regarding the upkeep and maintenance of the premises. Maintenance and repairs must be completed by licensed and insured professionals, in a timely and workmanlike manner, to ensure that the property remains in good condition. Below is a breakdown of the responsibilities of both parties.

Owner Maintenance Obligations

The **Owner** is responsible for maintaining the following components of the property at their expense:

1. **Foundation**: Ensuring the structural integrity of the building's foundation.
2. **Structure**: Exterior walls and the core structural elements of the premises.
3. **HVAC Systems**: Heating and air conditioning systems provided by the owner.
4. **Main Systems**: Water, sewer, gas, and electrical lines behind walls and underground (both inside and outside).

5. **Electrical Systems**: Internal and external wiring for lights, outlets, and other electrical components.
6. **Plumbing**: Water lines behind walls, under sinks, and underground (both inside and outside). Any leaky faucets or shower heads.
7. **Water Heater**: Ensuring proper functioning of the water heater.
8. **Appliances**: Such as the refrigerator, stove/oven, dishwasher, microwave, garbage disposal, and washer and dryer
9. **Sprinkler System**: Maintenance and repair of the main pipes, valves, timers, and connections.
10. **Water Softener Systems**: Maintenance, repair and replacement if needed
11. **Garage Doors Openers**: Maintenance and repair of the opener, track, and core systems.
12. **Exterior Decking**: The structure of the deck, unless damaged by the tenant.

Tenant Maintenance Obligations

The **Tenant** is responsible for the following maintenance tasks and costs (details in lease):

1. **Plumbing**: The tenant is responsible for clogged toilets, sinks, and tubs. Tenant installed bidets and any issues arising from their installation or use are the responsibility of the tenant.
2. **Air Filters**: The tenant must replace HVAC filters every 90 days, unless specified otherwise in a lease. Failure to do so could lead to mechanical breakdowns, for which the tenant will be financially responsible.
3. **Light Bulbs & Smoke/CO_2 Alarms**: The tenant is responsible for replacing light bulbs and changing the batteries in smoke and CO_2 alarms at their own expense.
4. **Pests**: The tenant is responsible for pest control, including the extermination of insects, rodents, and other pests.
5. **Telecommunication Lines**: The tenant is responsible for all phone, internet, cable, and low-voltage lines, both inside and outside the premises.
6. **Carpet Cleaning**: The tenant must vacuum carpets regularly and professionally clean them as needed. At move out, professional carpet cleaning is required and will be done at the tenant's expense.
7. **Garage Door Remotes**: The tenant must maintain and replace batteries as needed.
8. **Fireplace**: If applicable, the tenant is responsible for regular cleaning and maintenance.
9. **Water Softener Systems**: The tenant is responsible for purchasing the needed salt for the systems and filling it when needed.
10. **Windows & Window Coverings**: The tenant must clean and maintain windows and screens, as well as repair any broken window glass or torn screens incurred during there tenancy.
11. **Yard & Landscaping**: The tenant must maintain the yard by mowing, trimming shrubbery, watering, and keeping the exterior free of weeds and debris. Snow and ice removal is the tenant's responsibility, unless specified otherwise in the lease.
12. **Winterization**: The tenant must ensure outside hose bibs are properly winterized to avoid damage during colder months.
13. **Slip, Trip, Fall Hazards**: The tenant is responsible for maintaining a safe living environment, including removing any slip, trip, or fall hazards around the property.
14. **Contractor Trip Fee**: If the tenant fails to provide access or reschedule an appointment with an owner, contractor or PM representative, the tenant will be liable for any trip charges incurred.
15. **General Guidelines**: The tenant is required to follow home maintenance best practices. For example, flushable wipes, diapers, or toys can clog toilets, leading to costly repairs. The tenant will be charged for any maintenance issues caused by improper use.
16. **Non-Owner Responsibilities**: Anything not listed under owner's obligations, as well as items damaged by the tenant, are the tenant's responsibility.

Additional Maintenance

- **Garbage Disposal**: The tenant is prohibited from disposing of inappropriate items (e.g., bones, corn cobs, glass) in garbage disposals. Doing so may cause damage that the tenant will be responsible for.
- **Electrical Safety**: The tenant should avoid overloading electrical sockets or extension cords to prevent damage or fire hazards.
- **Plumbing Misuse**: The tenant must refrain from flushing inappropriate items down the toilet. If a plumber is called out to fix issues caused by misuse, the tenant will be billed for the repairs.

Exterior Maintenance Responsibilities

The **tenant** has specific duties when it comes to the exterior of the property:

Winterization

1. **Faucets & Hose Bibs**: The tenant must disconnect water hoses and turn off hose bibs during colder months to prevent freezing and breakage. If damage occurs due to neglect, the tenant will be responsible for repairs.
2. **Snow & Ice Removal**: The tenant is responsible for snow and ice removal unless otherwise agreed upon in writing by the owner or HOA.
3. **Swimming Pool/Hot Tub**: If applicable, the tenant is responsible for maintaining the pool or hot tub, including cleaning and repairs.

No Oral Agreements

No oral agreements between the tenant and owner will be valid. The lease is the entire legal agreement between the parties, and any modifications must be in writing and signed by all involved parties. All previous agreements are superseded by this lease and any addendums.

Any misstatements made in the rental application may result in immediate termination of occupancy. tenants cannot withhold rent or offset it except where allowed by law.

Joint & Severability: All leasees are jointly responsible for meeting the terms of the agreement, including rent and statutory damages, even if one resident vacates the property. No resident can be released from this agreement without the owner’s or other leasees written consent.

Summary

Our primary goal is to limit your liability as a property owner, maximize the return on your investment, and quickly address any issues that arise. Communication and trust are key to a successful relationship between owner and property manager. We strive to maintain transparency and provide timely updates. While we understand that the news isn't always ideal, we are here to offer guidance and solutions.

You are always welcome to contact your property manager or our office with any questions or concerns. You can also access your portfolio at any time through the online owner portal. Above all, we take great pride in the care and management of your property. If something does go wrong, we will work with you to find a solution as though your home were our own. We look forward to a long and successful partnership.