



# RE *Solutions*

RESIDENTIAL REAL ESTATE & PROPERTY MANAGEMENT

## RESIDENT HANDBOOK

---

RE Solutions XV LLC  
10730 Potranco Rd  
Suite 122-484  
San Antonio TX 78251  
(210) 756-8588

---



# RE Solutions XV Welcomes You

RE Solutions XV LLC welcomes you as a new resident. RESXV is an abbreviation used in lieu of the full company name, RE Solutions XV. and is used throughout this handbook.

To achieve a successful resident/management relationship, we prepared the RESXV Resident Handbook to assist you with your tenancy. We recommend that you keep it in a convenient location so that you can refer to it easily.

This handbook is meant to inform our residents of the vital information they need to enjoy their rental experience. It will serve as your guide regarding paying rent, handling maintenance, lease renewals, early terminations, Homeowner Association issues, property visits, and a host of other topics. You will find just about everything you need in this handbook.

The owner of the property has retained RESXV as their Property Management Company and representative to manage the property you are renting. Therefore, you need to contact RESXV when you need assistance.

## General Information

### **Office hours, numbers, and basic company information**

RE Solutions XV's normal business hours are 9:00am to 5:00pm Monday thru Friday Central Standard Time. We do operate out of a virtual office and do not accept any walk-in appointments. Any appointments need to be scheduled by phone or email below. Any items may be dropped off at the address below but please contact our office prior to doing so.

**RE Solutions XV LLC**  
**10730 Potranco Rd**  
**Suite 122-484**  
**San Antonio TX 78251**

**Phone: 210.756.8588**  
**Email: [yourfriends@resolutionsxv.com](mailto:yourfriends@resolutionsxv.com)**

### **The Property**

You have leased a home; think of it as your own. Throughout the term of your lease, you are in possession of the house and the yard; your obligations are like those of the property owner, and you are expected to care for and maintain the premises accordingly. Unlike apartments, Residents have more responsibility in caring for and maintaining the property and this handbook will cover those responsibilities.

Tenants Initials: \_\_\_\_\_

# Paying Rent

## A. **Payment Options**

RE Solutions XV requires the method of payment for all resident payments to be made electronically through the use of the resident portal. This is documented in paragraph 5.D. of the TEXAS REALTORS RESIDENTIAL LEASE agreement. This is to ensure that your rent payments are received promptly and efficiently, and that you receive a digital receipt of your payment. Please note that there is a \$5 payment processing fee for using the resident portal, which is cheaper than using certified funds like money orders or cashier's checks. Using our resident portal saves you time and effort, as you no longer have to go to a physical location to purchase money orders or cashier's checks. In addition, you do not have to worry about mailing these funds, which can be a hassle and may result in delays or lost payments.

## B. **Rent Due Date**

Rent is due on the **FIRST** of the month and is considered late on the second at midnight unless the lease agreement states otherwise.

## C. **Late Fees**

After the due date, rent will not be accepted without the late fee stipulated in the lease. We Encourage you to pay rent by the 1<sup>st</sup> to avoid paying any late fees.

## D. **Late Payment Contact**

RESXV will attempt to contact you via email informing you that rent has not been paid successfully. We will also attempt to telephone and send an SMS (text) message to notify you of this late status.

## E. **NSF Check or Electronic Payment**

The NSF (non-sufficient funds) fee of \$50 is due regardless of the reason. (Your bank may reimburse you for this charge if they were at fault.)

## F. **After the 2nd**

If rent is still unpaid by the 2nd, RESXV may begin eviction proceedings. Once this has started, rent will not be accepted without all the late fees and administration fees being brought current in certified funds only.

## G. **Prorated Rent**

Rent is always due on the 1st when the lease is executed. Prorated rent will be charged for all move-ins after the 1<sup>st</sup> of the month. Keys will not be turned over to a resident until the prorated rent has been paid.

## H. **Last Month**

Rent is required every month, including your last month. You may not use the Security Deposit to pay rent at any time to include the last month of your lease.

## I. **Payment Ledgers**

RESX keeps close track of all monies due and paid by each resident. You can get a copy of this ledger for your personal records in the Resident Portal.

Tenants Initials: \_\_\_\_\_

**J. Paying Less Than the Balance Due**

If there is an outstanding balance due on your account, we will notify you in writing twice. After that, we will refuse payment (return payment) unless it is for the full amount. We will work with you on a payment plan when necessary, but it must be approved by the property manager, in writing. You will not be able to keep a running balance due.

# Resident Fee Information

These charges have been put in place to offset the cost and time needed to address each issue listed below on behalf of the Resident.

**A. Failing to Transfer or Connect Utilities Fee - \$75**

Fee charged when Resident fails to connect utilities in Resident's name after taking possession of the property. In addition, residents will be charged prorated utility charges.

**B. "Notice to Vacate" Eviction Posting Fee - \$65**

This fee is charged when rent is late, and the eviction process has begun. The \$65 charge will be assessed to the Resident in addition to late charges. This fee would be charged if the Resident is late in paying rent and a notice to vacate needs to be posted on the front door and mailed.

**C. Certified Letter Fee - \$25**

This fee will be charged for any occasion the Resident is sent a certified letter for negative reasons. Examples are a pending eviction, an unauthorized pet, failure to respond to email and telephone correspondence from RESXV, or any other lease violation.

**D. After Hours Maintenance Fee - \$65**

This fee is charged to a Resident in the event an after-hours maintenance call is requested for a routine service call. Residents are responsible to give maintenance personnel access to the home for all repairs during normal business hours. Even though RESXV does not normally provide keys to vendors to access properties, RESXV staff or any authorized vendors may gain access to the property at reasonable times to perform any work on a property per Residential Lease, paragraph 14.B.

This fee will be assessed on a case-by-case basis and does not apply for emergency calls.

**E. Missed Maintenance Appointment Fee - \$80**

This fee is charged to Residents that miss any appointments scheduled with maintenance vendors. Proper documentation of appointment confirmation is required for all appointments scheduled.

Tenants Initials: \_\_\_\_\_

**F. HOA & Lease Violation Administration Fee - \$25**

This fee will be charged anytime the homeowner or RESXV receives a letter for rule enforcement from the Homeowner's Association (HOA) and/or Resident has violated a condition of the lease agreement.

- This fee is in addition to any fine charged by the Homeowner's Association. The most common examples are the lawn needing to be mowed and edged (Resident responsibility), the garbage cans left in plain sight from the street on non-garbage pickup days, unauthorized boats or trailers parked in the driveway or on the street, A/C filters not being changed monthly, unauthorized pet on the property, unauthorized trampolines, etc.
- Installation of Trampolines, Play Gyms, or pools (soft or hard wall) will result in a \$100 Lease Violation fee and the cost to remove items from the property.

**G. Re-Inspection Fee - \$65**

If RESXV must re-inspect property for a Resident's HOA or Lease violation, Resident will be charged a \$65 inspection fee per occurrence.

**H. Make Ready Coordination Fee for Cleaning - 10%**

This fee would be charged if RESXV must make additional arrangements to provide house cleaning, lawn service, carpet cleaning services required upon move-out and not conducted per the Move-Out instructions provided or coordination of these services with vendors not under the RESXV Preferred Vendor list. This fee is 10% of cost of service and is meant to cover the administrative cost in organizing this work on the Resident's behalf.

**I. Failure to Return Keys - \$75**

Failure to turn-in keys means that the Residents have not turned possession of the property back to RESXV and Residents can be charged additional rent. The lease states the Residents must return all keys, remote controls, pool, and property access passes. Failure to return the keys cause's additional staff time to locate and coordinate the re-issuance of these devices. Actual charges for lost remotes and pool or gate access devices will be charged the replacement value.

**J. Stop Payment Fee - \$25**

This fee is charged if a Resident does not receive a check from RESXV for any reason that is the fault of the Resident. An example would be if we were provided the wrong forwarding address and our check to you is lost in the mail. This necessitates a stop payment on that check and reissuance of another check. We are charged a fee for stop payment by our bank and that cost would be passed along to the outgoing Resident.

**K. Court Filing Fee \$65**

In the event a Resident has received a Notice to Vacate and fails to bring their account current, an Eviction Suit must be filed in the Justice Court. This fee is to cover the cost of preparing the necessary paperwork and the time to physically file at the court. This charge is in addition to any cost associated with the eviction including but not limited to attorney fees and cost charged by the court.

Tenants Initials: \_\_\_\_\_

**L. Court Appearance Fee - \$65**

If a trial is scheduled due to the Resident’s failure to resolve any issues surrounding the Notice to Vacate, this charge is applied to offset the cost to appear in court. This charge is in addition to any cost associated with the eviction including but not limited to attorney fees and cost charged by the court.

**M. Maintenance Vendor Access - \$50 per hour**

Giving access to maintenance vendors to perform maintenance or repairs is normally a Resident responsibility. This charge is only assessed, if our office is required to provide a staff member to give access to the property for a slotted appointment time frame.

# Maintenance Issues

**A. Emergency Maintenance**

RESXV provides residents several ways to report maintenance issues. The primary and best way to report an issue is through the Resident Portal where specific issues can be described in writing. The alternative is to call the office at (210) 756-8588 to report a maintenance issue. We define an emergency as anything that threatens the health of the occupants or destruction of the property like flood, fire, sewer backup, burst water pipes, burst water heater, etc.

**For emergency maintenance items, call: (210) 756-8588.**

**(After hour calls may go to voicemail. Leave a message and we will contact you back as soon as possible)**

**1. Emergency Defined**

An emergency is anything relating to the property under the lease that is threatening to life, health, or the property.

● **Examples**

Fire, tree blown on the roof, flood, sewage back up, gas odors, broken water pipes. If the emergency is life-threatening, call 911 immediately!

● **The Following are NOT Emergencies**

○ Refrigerator not working

■ RESXV or the property owner is not liable for loss of food caused by appliance breakdown. If you have renter’s insurance, it may cover refrigerator contents spoilage

○ HVAC System not working

■ HVAC is not considered an emergency per the Texas Property Code. Due to this, many HVAC companies do not operate outside of normal business hours or late night. RESXV does understand that this may be an inconvenience during the times of extreme heat or cold. We do consider this as an “Emergent” repair and will dispatch an HVAC company as quickly as possible.

Tenants Initials: \_\_\_\_\_

- Locking yourself out of the house
- Electricity or Gas off or outage
- Oven not working
  
- Water heater not working
  - Water heater outage is not considered an emergency per the Texas Property Code. A landlord shall make diligent effort to repair or remedy and provide a device to supply hot water of a minimum temperature of 120 degrees fahrenheit. We do consider this as an “Emergent” repair and will dispatch a plumbing company as quickly as possible.

## **2. Warning**

If you claim you have an emergency and one does not truly exist, you will be charged the service charge for the contractor/service representative responding to the call. If you call the Emergency Line for a Non- Emergency and contractors are dispatched to your home because of this call, you will be charged a \$100 fee. Do not call in an emergency unless it is truly an emergency.

## **3. Home Warranties**

Some property owners may have a Home Warranty on the property. If this is the case, we are required to contact the Home Warranty for all repairs to include emergency repairs. This may delay the process of a vendor going out to the property. If RESXV determines that a Home Warranty vendor will not address the maintenance request per the Texas Property Code time frame, RESXV will send out a preferred vendor. We apologize for any inconvenience this may cause but the Property Owners contract with a Home Warranty does not allow us to send one of our vendors immediately as this can cancel the Property Owners contract with the Home Warranty.

### **B. How to submit a work order request**

Because we put such a high priority on keeping the property in good condition for the enjoyment of the resident, we make it easy to request maintenance. Because the phone is such a hard way for us to take a work order 24/7, we have set up an easier way online through the Resident Portal – the same place rent is paid.

### **C. Resident’s Maintenance Responsibilities**

Single-family homes and condos are different from apartments. In an apartment community there is usually a full-time maintenance man on site that can attend to repairs immediately. This is not the case when you rent a single-family home or condo.

Keep this in mind:

1. Minor repairs, cosmetic repairs, and items that do not substantially affect your lifestyle may not be fixed (i.e. chipped paint, missing screens, doorbells that do not work, etc.).
  
2. Damages caused by abuse or misuse will be charged back to you. We will rely on the servicing contractor to tell us if you caused the problem.

Tenants Initials: \_\_\_\_\_

3. If plumbing is clogged due to items you, your children or guests dropped in the toilet or drain, it will be charged back to you. This is not considered equipment failure and you should do everything you can to handle these issues by yourself. Unless the contractor can prove it was not caused by you (i.e. roots in the system). Note: Flushable Wipes are not safe to flush no matter what the packaging says. Clogged plumbing will be your responsibility.
4. Monitoring of security systems is not handled by RESXV or the owner. Residents will need to make their own arrangements to set up this service at their discretion and their own expense.
5. We will make every effort to deliver the property to you free of pests. It is the tenant's responsibility to keep it that way. We recommend you use a licensed professional for any periodic pest treatments. If a larger problem arises concerning large animals or rodents, contact RESXV and submit a maintenance request.
6. Lawn care is a Resident responsibility. You must do regular mowing, watering, trimming, edging, weeding, raking and other regular lawn care maintenance.
7. Change HVAC air filters at least every 30 days! The system will run more efficiently, you will save money, and have less dust in your home. Any maintenance required on HVAC units due to not replacing HVAC filters will be charged back to the Resident.
8. Contractors are just like us – they have families and personal lives. They want to be home at night and weekends with their families. If you insist on meeting a contractor/repairman at your property after hours (weekdays after 5pm, Saturday or Sunday) the Resident will pay their after-hours premium for “non-business hours service.” Think of it as a “co-pay” for the convenience of getting non business hours service. The exception of course is emergencies.
9. Residents are contacted by maintenance vendors directly to schedule a convenient time for both parties. Residents are required to give access to the property to maintenance vendors for scheduled appointments. Any missed appointments charged by the maintenance vendors will be charged on the Residents ledger for payment. Access can be given by anyone over the age of 18 years old. Maintenance vendors will not perform work outside of the scope of the current work order and will not discuss work with Residents. Maintenance personnel should not ask for any money from the Residents unless it is a Home Warranty vendor that requires payment upon service. If that is the case, the Resident will be notified prior to the appointment and reimbursed for any charge not deemed a Resident responsibility.

#### **D. Maintenance Tips**

Renting a home requires that you pay attention to some small maintenance issues such as changing your filters, clogged toilets, resetting your garbage disposal just to name a few. Taking care of these things can save you time and money.

Tenants Initials: \_\_\_\_\_



### 1. **Summer: HVAC (Air Conditioning)**

If your A/C stops working, especially after a quick power outage or storm, then it could well be the breaker switch, not the A/C. **Please check the breaker first.** See "Reset Circuit Breakers" below.

If your unit is not working and you have submitted a maintenance request, please turn off the unit completely. The reason is that most of the time the coils have frozen up. When the technician gets there, they will not be able to do anything until the coils thaw out. This means two trips for the HVAC technician, and a longer wait for you.

### 2. **Change Your Furnace Filters**

[How To Change an Air Conditioning Filter - VIDEO](#)

### 3. **Reset Circuit Breakers**

If you have been using an electrical outlet and it stops working, then you may need to reset a "tripped" circuit breaker. This happens many times when you are using appliances that may cause a temporary overload on the system such as a hair dryer or portable heater.

[How to Reset a Tripped Breaker - VIDEO](#)

### 4. **Garbage Disposal Reset, Use, and Care Reset the garbage disposal**

If you get nothing when flipping the garbage disposal switch (and you have already checked the circuit breaker), lean down and look at the underside of the garbage disposal. Push in that little red button which resets the system. If the disposal was just overworked, or if there was a power surge, this may fix the problem. Go To: [How to Reset Garbage Disposal - VIDEO](#)

If this does not fix the problem, **do not attempt to fix the garbage disposal yourself since it could be very dangerous.** - please submit an Online Maintenance Request so that we can have one of our vendors fix it for you.

### **Garbage Disposal Use and Care: Things to Never Toss Down the Drain**

[Garbage Disposal Use and Best Practices - VIDEO](#)

### 5. **GFCI stands for "Ground Fault Circuit Interrupter".**

These outlets are typically installed within a short-range from water but could possibly be installed anywhere in your house. If you have something plugged into one of these outlets, and it stops working, it is possible that you were overloading it with a device such as a hair dryer or a portable heater. To make the outlet functional again, simply press the button (white or red) that says "Reset". Try again and you should be okay. If the outlet continues to trip, then you are most likely overloading the outlet with whatever is plugged into it. If it does not work at all, then there may be another problem and you might need to submit an Online Maintenance Request. Please note, in some cases especially in newer homes, a GFCI outlet or reset switch could be located away from, but still controlling, the outlet that stops working such as in a nearby closet in a bathroom. Refer to this video: [GFCI- VIDEO](#)

Tenants Initials: \_\_\_\_\_

## 6. Clogged Toilets

If our plumber determines that a clogged toilet was caused by the resident, then very possibly the resident will have to pay the plumber's bill. If you think you have caused the problem and want to avoid this situation, you can try to unclog the toilet yourself using these simple and helpful hints.

[How to Unclog a Toilet – VIDEO](#)

## 7. Replacing the Toilet Flapper Valve

This one's really easy and one of the simplest repairs in the house. Note: the water in the reservoir is filled with clean water, so getting your hands a little wet should not be a concern.

[Fix a Leaking Toilet Flapper Valve for Little or No Cost - VIDEO](#)

## 8. How to Reset a Garage Door Remote Control

[Reset Garage Door Keypad Code PIN & Remote Control Opener - VIDEO](#)

# RESXV Maintenance Addendum to Lease Agreement

**PURPOSE.** The purpose of this Addendum is to give you, the Resident, specific examples of things you are responsible for maintaining during the term of your lease so that you will have a better understanding of your obligations under the lease. **It does not list everything you are responsible for maintaining.** Depending on what type of residence you are leasing (condo, single-family house, duplex, etc.) and what kind of improvements it contains, some items on the following list may not apply to you.

## VEHICLES

- You and your guests may park only in designated areas and not on the grass.
- Keep driveways free of oil and grease.
- Do not keep inoperable or unlicensed vehicles on the property.
- You or your guests may not work on motor vehicles in the parking lot, street, or driveway.

## LIGHTS, FILTERS, FUSES, ETC.

- Replace burned-out electric light bulbs and blown fuses.
- Reset tripped circuit breakers.
- Leave working light bulbs in all electrical sockets at the end of tenancy.
- Relight oil or gas furnaces and hot water heaters.
- Replace heating/air conditioning filters monthly.
- Leave a new filter in the air return at the end of tenancy.

Tenants Initials: \_\_\_\_\_

**CARPETS**

- Use of a professional carpet cleaning service to steam clean carpets during tenancy is recommended.
- Home machines may be used to clean carpeted areas at Resident's own risk. Residents will be held responsible for any damage, discoloration, mildew, etc. that may occur from home machines

**FIRE SAFETY**

- If you have never used a fireplace before, ask for instructions on how to use it.
- Residents are responsible for cleaning the fireplace if they want to use it.
- Do not store ashes in trash cans.
- Do not build a wood fire in a fireplace that has connections for gas logs.
- Do not use kerosene heaters.
- Do not use grills within 10 feet (horizontally or vertically) of anything that will burn.

**WATER LINES.**

- Residents are responsible for knowing the location of the water main shut-off and how to shut the water off in the event of a water leak.

**PEST EXTERMINATION**

- Keep the premises free from visible infestations of roaches, ants, hornets, bees, mice and other pests.
- Residents are responsible for any pest extermination fees after the first 30 days of occupancy.

**LOCKS**

- Do not change or remove any existing locks or add any additional locks without the property manager's written permission.
- Immediately provide property manager keys for any changes or additional locks.

**MOLD AND MILDEW.** To help prevent mold and mildew from accumulating in the premises:

- Clean and dust the premises on a regular basis.
- Remove moisture on windows, walls, and other surfaces as soon as possible.
- Immediately notify the property manager of any evidence of a water leak or excessive moisture or standing water.
- Immediately notify the property manager of the presence of mold, mildew, or similar growth in the premises after you have attempted to remove it using common household cleaning solutions or anti-microbial products.

Tenants Initials: \_\_\_\_\_

## **EXTERIOR MAINTENANCE**

- Mow the grass in a timely manner.
- Clean any gutters and trim any shrubs at least semi-annually.
- Keep the porches, patios, balconies, and front and back yards free of clutter, unsightly items, and other personal articles.
- Comply with all Homeowners Association rules and regulations concerning the property.

## **HVAC**

- Replace HVAC filters monthly.
- Pour one cup of vinegar down the primary condensation drain monthly.
  - Clogged primary condensation drain work orders will be charged to the Resident.
- Shut off the HVAC system if there is a leak present to stop any further damage to the property.
  - Any damages to walls, floors, etc. caused by not shutting off the system will be charged to the Resident.

**NOTE: HVAC Systems are expensive to repair, and preventative maintenance and care will keep the system running at its peak performance.**

## **REPAIRS**

- If you do not keep an appointment to be home for maintenance or repair work, the worker's time will be charged to you.
- If you request repairs and the worker is unable to enter due to extra locks or chains on the door not being removed, the worker's time will be charged to you.
- You will be charged for any service calls to repair items that you are responsible for maintaining or were caused by Resident and/or occupants or guests.
- Any disputes for any items listed above need to be addressed directly with the vendor.
- You may not authorize any maintenance or repairs at the landlord's or management office's expense.
- You will not be reimbursed for any unauthorized repairs.
- Immediately notify the property manager of any malfunction of any part of the heating, ventilation, air conditioning, or plumbing systems.
- Immediately notify the property manager of any inoperable doors or windows.

Tenants Initials: \_\_\_\_\_

# Common Landlord vs. Resident's Responsibilities

**Note: Any repairs due to Resident negligence as discussed above will be a Resident charge and not subject to the following list.**

Item	Landlord	Resident
Water systems breakdowns	X	
clogged plumbing in house		X
clogged plumbing between house & street	X	
broken garbage disposals	X	
reset garbage disposal		X
HVAC breakdowns	X	
setting HVAC controls		X
changing furnace filters		X
electrical system failures	X	
resetting GFI switches		X
replace all light bulbs		X
all utilities (unless provided by community)		X
mandatory association dues	X	
termite treatment and rodents	X	
household pest control		X
maintain yard fencing	X	
lawn mowing & trimming		X
shrubbery & pine islands maintenance		X
security system repairs	X	
security system monitoring		X
microwave turntable		X
smoke detector installation	X	
smoke detector batteries		X
exterior drain hose bibs (winterize)		X

Tenants Initials: \_\_\_\_\_

# Critical Issues in the Lease

## A. **Right of Access**

Our policy is to always respect your right of privacy. Under normal circumstances, we require that the resident be present for all actions inside the home. We will attempt to contact the resident to schedule an appointment for all actions to include inspections and maintenance prior to visiting the property. However, we must be able to get into the property in an emergency and will maintain keys and the right to access as needed. The lease gives us that right to access the home at any time, but we prefer to respect the residents right to a secure environment and will always attempt to schedule access at least 24 hours in advance. We will call in advance unless we are dealing with an emergency. We respect your privacy and understand your need to control what happens in the home in which you are living. Courtesy will always drive us, so do not worry about someone stopping unannounced unless water is flowing out the front door!

## B. **Move-In Inspections – Inventory and Condition Form**

The move-in inspection done by the tenant is designed to document the condition of the property at the time the tenant takes possession, so that you are not held responsible for pre-existing damages. This will be the benchmark we will use when you vacate the property to establish charges for damages. This inspection will be done using a smartphone app or a paper copy. The smartphone app is the preferred method due to the ability of taking pictures directly on the app.

## C. **Lease Renewals (30 to 90 days out)**

We do not allow leases to go on a month to month without the Property Owner's approval or permission from RESXV. We track all our lease renewals and will begin to contact tenants 90 days from lease expiration to find out your intentions of either renewing the lease or vacating the home. Lease renewals are also dependent on property inspections conducted during tenancy.

**Notices to Vacate** must be in writing per the lease agreement. Your safest bet is to notify us of your lease termination via the Resident Portal. Be sure you receive a response confirming receipt of your notice.

## D. **Rent Increase and Renewal Process**

The lease term will have a clearly marked end date. According to the lease, RESXV can send you notice that the lease rate will change 60 days prior to lease end. We strive to maintain good relationships with Residents and conduct business fairly on the lease rate. Residents should also take into consideration that homeowner's insurance and property taxes generally see a yearly increase in costs. As a result of this, it is standard to experience a rental increment of \$25 to \$100 added to your current rental amount upon lease renewals. During lease renewals, we typically aim to avoid implementing such increases for a resident's initial renewal. However, the final decision rests solely with the property owner.

***Keep in mind that how the Resident has conducted themselves during their tenancy will reflect the renewal time.***

Tenants Initials: \_\_\_\_\_

**E. Lease Renewal Fee**

When your lease renews, **there is a \$50 renewal fee charged to the Resident.** This is meant to cover the administrative actions in putting all terms in writing, getting signatures, and closing the loop in securing the renewal.

**F. Subletting**

Subletting is when you move another person in to share the rent (without adding them to the lease) or move out of the home and let someone else pick up the rent. **There is no subletting allowed.** We have a procedure to add a renter to the lease. Contact us first!

**G. Early Termination**

This Paragraph will offer more explanation to the Early Termination paragraph of the Texas lease agreement. There is a clause that will allow a current tenant wishing to terminate the lease early to take the below steps. Once these steps are completed, and the home is turned over in good condition, the existing lease will be terminated early, and all deposits can be refunded in accordance with the lease agreement.

- 1) **Pay the amount listed in the Lease Agreement.** This amount MUST be paid up front to the property manager. This fee will cover the costs to put the home back on the market and the effort to re-lease the home on behalf of the outgoing Resident requesting to break the lease agreement early. Payment can be made through the Resident Portal. No action will be taken to begin to market the home until this payment is made.
- 2) **Offer the property manager a tentative move out date.** Example – the home will be ready to turn over to a new Resident no later than “x” date. This date is very important in our marketing efforts to inform any potential Resident when the home is going to be available. This date can be flexible.
- 3) **Assist with all showings.** It is in the outgoing Resident’s best interest to assist with all of the showings to facilitate attracting a new applicant. Allowing for time to show the home when requested and to make the home look as nice as possible will only aid in renting the home quickly.
- 4) **New Tenant Applies.** The property manager may be in contact with the outgoing Resident to verify move-out dates, or to propose a plan for move-out to work with an incoming applicant. Once a new potential Resident has applied, been accepted, delivered a security deposit, and signed a new lease agreement – the outgoing Resident lease can be terminated early.
- 5) **Vacate the home in accordance with the lease.** All the same standards apply in cleanliness and condition as indicated by the signed lease agreement. The deposit refund will be determined once the outgoing Resident vacates, and the home has been inspected. Fees can still be assessed if the home is left dirty or there are any damages to the home.

Tenants Initials: \_\_\_\_\_

- 6) **Provide the property manager a forwarding address.** This will be used to send a copy of the terminated lease amendment and the balance of all security deposits. With these actions being completed, the current lease will be terminated early, the outgoing Resident will have fulfilled the lease, and all their responsibilities to that lease in good standing.

**IMPORTANT: All rent payments, utilities, and upkeep of the home are the responsibility of the outgoing Resident up to and until the day the lease starts with the approved incoming Resident.**

**H. Lawn Care**

In most circumstances, the Resident will maintain their own yard. One of the differences you have when renting a house (as compared to a townhome or apartment) is that you are responsible for lawn care unless there is an agreement between the Resident and RESXV that the landlord will maintain the yard. Refer to the lease as to who has responsibilities for the lawn care.

If the Resident would like to request that RESXV to maintain the yard, this can be arranged. The cost involved will usually be added into the lease agreement raising the monthly rent anywhere from \$100 to \$250 per month depending on the size of yard.

Failing to maintain the yard will create serious problems for the HOA and homeowner. This will generate complaints from the neighbors and if there is an HOA there could be fines assessed.

**I. Pest Control**

The Resident is responsible for their own pest control for bugs. We strongly recommend you use a licensed pest control company to manage pests rather than doing it yourself. If you need assistance connecting with a pest control company, we can refer you to the one we use.

**J. Satellite Dishes**

Satellite dishes are not allowed to be installed anywhere on the actual structure of the property (side of house, roof, etc.). Satellite dishes may be installed on a separate pole in the backyard of the property out of sight from the front of the property. This still needs to be approved by the RESXV and most satellite companies will require a signed document from us or the property owner. If the property already has a dish installed on the property, you may ask the company to use the same dish or bracket, but this also needs to be approved by RESXV. There is a \$250 deposit for Satellite dish installation that will be required to get the property back to cable ready status upon move-out.

**K. Trampolines, Play Gyms, Pool (Hard & Soft Wall)**

Due to the increased liability of such items, Residents are not allowed to install any trampolines, play gyms or pools (hard or soft wall) on any of the properties managed by RESXV unless already installed by Property Owner. Any violation of this will incur a \$100 Lease Violation Fee and the cost to remove the item from the property.

Tenants Initials: \_\_\_\_\_



## **L. Contact with the Owner**

RESXV is your management company and will be your only contact during your tenancy. If someone calls or shows up at your door claiming to be the owner (or agent representing the owner or lender), you should be suspicious and not invite them into the home. Do not assume they are who they say they are. Always protect yourself from people who claim to have some authority over the property. If the owner is planning on doing a walk thru at your home, you will be notified well in advance. If someone shows up to your door claiming to be someone wanting to enter the property without you being notified, do not let them in and refer them to us for permission.

# Housekeeping Documents

## **A. Pets (Authorized and Unauthorized)**

Many owners will allow pets, and some will not. You can have pets with written permission and a payment of pet fees. If you bring in an unauthorized pet, no matter who the pet belongs to or how long they have been there, we assume you had it the day you moved in and you will pay penalties listed in the lease agreement. The following is the RESXV Pet Policies.

Pet policies vary from one homeowner to another. Some owners do not allow pets (other than approved assistance animals) on the property, while others restrict the type and/or size of allowable pets. If you apply for one of our properties and wish to have a pet, you will need to complete an online pet profile & pay a non-refundable pet application fee of \$25. This screening is part of the Application Package and must be completed before we can review your application. Non-qualifying pets may result in denial of rental application.

Visit <https://resolutionsxv.petscreening.com/>

Note: Current residents or future residents that wish to have a pet after move-in, need to contact our office for owner approval and pay initial pet fee prior to getting a pet. A Pet Agreement needs to be signed within seven (7) days of the pet being at the property.

- No more than two animals are permitted without specific owner approval
- No Pets under one year of age (no puppies or kittens)
- No breeding of any animal on the properties
- Assistance animals with proper documentation will not require the pet screening fee, additional security deposit or additional Pet Rent but will still be required to complete the screening process to verify if it meets the Assistance Animal requirements.

Tenants Initials: \_\_\_\_\_

Approved pets will require a one-time Pet Administration Fee in the amount of \$50 per animal at move in plus a monthly pet admin fee (Pet Rent) per pet. The amount of the pet rent is determined based upon the “Paw Score” that PetScreening.com assigns to the pet. This score is determined using a proprietary formula that considers things such as pet age, weight, vaccination records, etc. The following are the monthly pet rent amounts that are an addition to the monthly property rental amount:

- 1 Paw - \$50
- 2 Paw - \$45
- 3 Paw - \$40
- 4 Paw - \$35
- 5 Paw - \$30

Please note that the following dog breeds are restricted by some landlord insurance policies and may be declined, or you may be required to provide your own pet liability insurance covering the specific dog and naming both our brokerage and the property owner as “additional insured” on the policy:

- Pit Bulls
- Staffordshire Terriers
- Rottweilers
- German Shepherds
- Presa Canarios
- Chow Chows
- Doberman Pinschers
- Akitas
- Belgian Malinois
- Wolf-hybrids
- Mastiffs
- Cane Corso
- Great Danes
- Alaskan Malamutes
- Siberian Huskies
- Combination of any of the above

Be advised that petscreening.com account must be active and maintained throughout tenancy and they may charge for yearly renewals. Any non-active accounts or accounts without updated information will result in the monthly Pet Rent increase to the lowest Paw Score amount.

#### **B. Smoke Detector**

We will count smoke detectors at your move-in to make sure there is one on every level of the home and one in every bedroom to comply with the Texas Property Code. You are responsible for keeping good batteries and replacing batteries as needed in all smoke detectors. Let us know if they do not work after attempting to change batteries. If the smoke detectors are beeping after the battery has been replaced, you may have to “reset” the detector.

Tenants Initials: \_\_\_\_\_

You can do an internet search for the type of detector to find instructions on doing this. Smoke Detectors should never be disconnected as this can negate insurance claims after an emergency. Any smoke detectors found disconnected during any property inspection will result in a lease violation, reinspection, and charge for both.

### **C. Renter's Insurance**

The home is covered by the homeowner under a landlord policy, but your personal property is not included. All Residents are required to have renter's insurance.

RESXV Criteria states:

Residents are required to purchase renter's insurance to cover any loss of their personal property and their possible liability in case of accidents.

The owner's insurance on the property only covers the dwelling; it DOES NOT cover resident's personal belongings. Residents are required to obtain renter's insurance that becomes effective on the date that they take possession of the property and maintain the policy as long as they occupy the premises.

RE Solutions XV LLC needs to be added as "Additionally Interested" on the policy and documentation of this must be provided. "Additionally Interested" means that RE Solutions XV LLC will get any notifications on renewals and cancellations but does not provide RE Solutions XV LLC with any coverage or financial liabilities

### **D. Property Visits**

RE Solutions XV conducts periodic property assessments to ensure the proper maintenance, safety, and comfort of the rental property. These assessments help identify and address maintenance concerns promptly and maintain the property's overall condition. A separate addendum is found in the lease package explaining the property assessment process and schedule.

## Utilities

### **A. Get Utilities Connected Before Move-in**

You must make sure utilities are on before you take possession of the property. If you fail to make these arrangements, you may be in the property a few days before the utilities are on.

### **B. Keep Utilities on and Bills Current**

Failure to keep utilities on (and bills paid) during your stay may result in a default in your lease. Never turn the heat or air conditioning off during your vacations (set at a comfortable temp), especially during cold weather. When utilities are off, there is an increased possibility for burst water pipes, mold, break-ins, etc. Keep garage doors closed during cold snaps, as garages often do not have the insulation houses do and pipes freeze easily.

Tenants Initials: \_\_\_\_\_

# Homeowner Association Issues

If a Homeowners Association manages the community, you need to get familiar with the basic rules and regulations and follow them to avoid fines and penalties. Some HOA's are overly aggressive about enforcement of their rules and resisting them will only cause you grief and cost you money. Review the HOA's website to get familiar with the rules in the community.

If an owner is charged any sort of fine for any violation, the Resident will ultimately be charged for that plus an administrative penalty from RESXV.

Here are some of the most common issues we deal with on a continual basis:

- A. Yards**

Hands down, the number one complaint we get from owners is letters from the HOA stating that the grass is overgrown. In around 95% of our homes, the Resident is responsible for the yard maintenance. When they fail at maintaining the yard to the HOA's liking, the owner gets a letter. Oftentimes, this is the first violation of any kind the owner is receiving about anything from the HOA and they typically make a very big deal about this assuming the Resident is not maintaining the yard at all.
- B. Parking**

Most communities have rules about where you can and cannot park. Follow the rules and you will avoid violations and fines. Make up your own rules, and you will hear from them.
- C. Access to Amenities**

Occasionally there are keys, passes and codes to gain entry to the community amenities. If you have trouble with any of them, let us know and we will help you secure them. HOAs often try to prevent renters from using the amenities, and there is nothing we can do to change that. Friendliness and cooperation usually help a lot in getting help with these things. Be prepared for the HOA to require you to stop by their office with a copy of the lease, your Identification cards (Driver's License) and sign waivers to use their amenities such as the pool or playgrounds.
- D. Mailbox Keys**

Most of the time we will provide you with a mailbox key if we are provided one from the homeowner. We may not know the location or number of the mailbox. However, the safest and most correct way to obtain a key is to have the local post office make a new key for the box they assign to you. This way YOU (the Resident) will have the only access to mail in that box. Take the first page of your signed lease to your local post office and they will provide you a new mail key.
- E. Parking for Boats, Trailers, RVs, and Commercial Vehicles**

One of the biggest complaints coming out of the HOA's is when a Resident parks a boat, trailer, RV or a commercial vehicle (even vehicles with magnetic signs attached) at the residence.

Tenants Initials: \_\_\_\_\_

This could be in the driveway or street parking near the home. Most HOAs have rules about when a boat, trailer, RV, or commercial vehicle can be parked at the residence. If a Resident owns a boat, and has that boat in storage, the HOA will only allow that boat to be temporarily parked at the home over a weekend. An example would be before and after a weekend fishing trip while gear is picked up and dropped off. Any overnight parking if found will result in a letter sent to the owner. The same holds true for trailers, RV's or small or large commercial vehicles. A good rule of thumb is that if it is other than a passenger car or truck, the HOA would not want it parked at the residence for more than a few hours.

## Foreclosure Issues

Most homes have mortgages on them and take a priority position over your lease. Occasionally an owner will fall behind on mortgage payments, and a foreclosure would then threaten your rights in the property.

### **A. What to do if you receive a foreclosure notice**

If you receive any notices about a pending foreclosure, forward a copy to our office immediately so we can check it out with the owner. Most foreclosures are called off by the lender in the final days, so do not panic. You may have several options including staying in the property until the end of your lease.

### **B. Renter's Rights in Foreclosure**

In May of 2009, congress passed into law the "Renters Rights in Foreclosure Act" guaranteeing renters the right to remain in a foreclosed property until the anniversary date of their lease. If a foreclosure takes place, you will be paying rent to the lender, but you will not have to move under the new law. Contact your property manager for more information.

## Move-Out Procedures

Your lease agreement requires that you leave the property in a clean and undamaged condition. We have every intention of returning your security deposit if you have fulfilled your agreement with us. We have provided a copy of the Move Out Instructions with the lease package for your review, acknowledgement and signature. This signed form will be returned to you upon receiving a Notice to Vacate.

### **Frequently Asked Questions:**

#### **When is my Move-Out Inspection?**

The landlord is responsible for documenting damages to the property when you move out that will be the basis for charges against your security deposit. This inspection will be done within 48 hours of you completely vacating the property. We cannot do a complete move out inspection until you have completely vacated.

Tenants Initials: \_\_\_\_\_

**How do I get my security deposit back?**

Our greatest desire is to give you all your security deposit back. You can control this by taking great care of the home during your residency and making sure that it is clean and free of debris for your move-out inspection. During the move-out inspection we will take your move-in inspection and compare it to the current condition of the home. We will have to charge for the items that are above normal wear & tear or not identified at move-in.

**What are maintenance charges to me if all items are not satisfactory at move-out?**

We pay maintenance contractors and cleaning companies to do the work. They charge us standard retail rates for quality work. You will pay the cost to repair or replace the item(s) back to the original condition. Save yourself money and return the house to its original condition when you move out. Do not forget to turn in keys, garage remotes, pool passes, gate passes and mailbox keys!

**Once you have determined the charges for repairs, can I get back in and do it myself?**

No. Once we have completed the move-out inspection, you will not be allowed to return to the property. Complete all cleaning and repairs prior to the move-out inspection.

**Where will the security deposit check be mailed?**

The deposit will be mailed to the address that you give us in writing. If no address is given documentation will be held on file until a forwarding address is received or if funds are owed to the owner, file will be sent to the collection agency.

**What happens if I accidentally take the garage door remotes?**

If the remotes are missing at move-out, we will charge you for them. Because garage door remotes are expensive and some brands are hard to find, we will give you 5 days to return the remotes to our office. If we receive them within 5 days, we will take the charge off the move-out inspection.

**Do I have to be present during the move-out inspection?**

No. Residents are not permitted to be present during the final move-out inspection. However, if Resident provides at least 60-day Notice to Vacate and requests a Pre-Move-Out inspection, this may be conducted by the property manager at their discretion.

**Who do I contact to get the property cleaned, carpets cleaned, pest treatment and possibly repairs?**

We have reliable people who can do these things for you. We are happy to help.

**How is the security deposit disbursed if there are roommates?**

Not all Property Owners will allow roommate situations. If a roommate situation is permitted, each roommate must either meet the minimum income needed to rent the property on their own or each roommate will have to pay a full security deposit.

Tenants Initials: \_\_\_\_\_

Once Security Deposit is paid, funds will not be disbursed back until the end of the lease agreement and/or a full inspection of the property is conducted to determine any itemized charges from the deposits.

**What are my responsibilities if I had a pet?**

Have the carpets professionally cleaned and deodorized and provide receipt upon move-out. Remove all evidence of the pet. Watch for food dishes, pet hair, leashes, pet waste, holes in the yard, and repair any damage caused by the pet. Owners are particularly sensitive to pet damage, so we will be too. Get rid of all pet related odors.

**What happens if my deposit is insufficient to pay all I owe?**

You must make arrangements to settle up your account within 30 days of your move-out. Every effort will be made to give you time to pay what you owe. Unsettled accounts will be reported to the Credit Bureau and turned over to collection agencies for processing.

**What happens if I am not out the date I expected to be out?**

You are still under the lease and rent is due. Contact our office immediately. Please be sure to keep us informed so we know when you are completely out and can take over the property. Your rent stops when we do the move-out inspection, so let us know when you are out.

## Buying A Home

**A. The Home You are Renting**

RESXV will be happy to assist you in purchasing the home you are leasing provided the owner is willing to sell, and all parties agree to the terms. A sale of this type could take place at any time during your residency; it would not necessarily have to coincide with the end of your lease term. If you are interested in purchasing the home you are currently leasing, please contact us to discuss further.

**B. A Home Outside RE Solutions XV LLC**

RESXV is also a real estate brokerage. In Texas, to conduct property management, a real estate broker's license is required. We will also be happy to assist you in purchasing a home that is not an RE Solutions XV managed property. We have several agents that cover the San Antonio metro area willing to walk you through the purchase process. This can happen when you give your notice to vacate per your lease requirements, or in the event you want to move sooner, you may choose to exercise the Early Termination clause as stated in your lease. Your property manager and agent can advise you ahead of time what the steps are so you can plan accordingly. Please be advised that you are under a legally binding contract that is the Lease Agreement. Any early termination of this agreement needs to be discussed with our office so that we can discuss and advise the Property Owner. For example, purchasing a home and then telling the property manager that you would like to terminate the lease agreement, does not guarantee that the early termination will be approved by the owner and can become costly for the resident. Early Termination during non-seasonal rent times may not always be approved.

Tenants Initials: \_\_\_\_\_



# **RE** *Solutions*

**RESIDENTIAL REAL ESTATE & PROPERTY MANAGEMENT**

**Yourfriends@resolutionsxv.com | (210) 756-8588**

Tenants Initials: \_\_\_\_\_



# Resident Acknowledgements

Once again, we would like to welcome you to your new home. We sincerely hope that you find the property comfortable and enjoyable. The following are final Resident Acknowledgements.

\_\_\_\_\_ A complete assessment of the property, to include pictures, will be conducted prior to Resident move-in. This assessment documents the condition of the property given to the Resident and assures the minimum standards for a healthy, safe, and clean home are met. All properties, to include carpets, are professionally cleaned prior to Resident move-in and will be inspected to meet the minimum standards. RE Solutions XV strives to give Residents the property in the best condition possible but may not meet everyone's expectations. In these rare cases, the course of action would be to document the discrepancies on the inventory and condition form that will be provided to you or the smartphone app.

\_\_\_\_\_ Access by Landlord is covered in the Texas Realtors Residential Lease, paragraph

14. RE Solutions XV LLCs policy on access to the property follows the lease guidelines. We will make every effort to contact you in advance, via email or phone call, if we need to access the property. Reasons for accessing the property may be for maintenance, inspections, or an emergency. It is especially important that your contact information is kept up to date. Inability to contact Residents does not stop access by landlord and may result in Trip Charges per the lease agreement.

\_\_\_\_\_ Inspections will be conducted on the property per the owner's agreement. These Inspections are conducted to document the condition of the property, coordinate any needed maintenance and for the owner's decision on lease renewals. You will receive an email with a scheduled date of the inspection. These inspections are conducted twice a year.

\_\_\_\_\_ I (We) acknowledge that utilities may not be on at the property and the Resident must coordinate all utility transfers.

\_\_\_\_\_ I (We) acknowledge that renter's insurance is mandatory and that RE Solutions XV LLC will be named "Additionally Interested".

\_\_\_\_\_ I (We) acknowledge that trampolines, backyard playgrounds, above ground pools or hot tubs (Hard or soft walls) and sheds are not allowed on the property unless installed by the property owner.

\_\_\_\_\_ I (We) acknowledge that in order to prevent misunderstandings, all Resident communications with RE Solutions XV LLC, must be in writing. For all non-emergency communications, please email your property manager directly or our office at [yourfriends@resolutionsxv.com](mailto:yourfriends@resolutionsxv.com)

\_\_\_\_\_ I (We) acknowledge that all communication regarding the property will be addressed to RE Solutions XV LLC and not the owner of the property directly.

Tenants Initials: \_\_\_\_\_

\_\_\_\_\_ I (We) acknowledge that all repair requests must be in writing. Maintenance requests can be placed through the Resident Portal. Note: emergency repair requests may be called in but please follow up these requests in writing.

\_\_\_\_\_ I (We) acknowledge that if we get a Satellite Dish that we must get written approval from RE Solutions XV LLC and a \$250 security deposit is required prior to making any satellite installation.

- The deposit will be used to return all wiring to "cable ready" condition, remove any satellite specific cables, remove dishes, repair roofs/decking/siding, remove poles, and correct any other changes resulting from the satellite installation. If no corrections are required, the deposit will be refunded. If an unauthorized Satellite Dish is found during move-out assessment an automatic \$250 charge will be assessed.

\_\_\_\_\_ I (We) acknowledge that the Rent may increase each year.

- Owners may increase the rent on the property due to increased property taxes or maintenance costs. Property Managers advise owners not to increase rent no more than 5% of current rent but this is an owner's decision.

\_\_\_\_\_ I (We) acknowledge that there is a \$50 lease renewal fee due upon signing an extension or lease agreement or a new lease agreement.

\_\_\_\_\_ I (We) acknowledge that there is a convenience fee charged for paying rent through the Resident Portal. (Fees are listed in portal for linked bank accounts or credit card payments)

\_\_\_\_\_ I (We) acknowledge that if we can go on a month-to-month lease that the month-to-month rate is 25% more than our current lease rate.

- This offers the Residents the flexibility of going on a month-to-month lease and compensates the owner knowing that the Resident may be leaving at any time with a 30- day notice.

**THANK YOU  
AND  
WELCOME**

Tenants Initials: \_\_\_\_\_

My signature below indicates that I have received a copy of the RE Solutions XV LLC Resident Handbook.

I understand that this manual contains information regarding the Company's policies, processes and procedures which affect me as a Resident.

I acknowledge that I have read and understood Company policies.

Residents Name: \_\_\_\_\_ Signature/Date: \_\_\_\_\_

Residents Name: \_\_\_\_\_ Signature/Date: \_\_\_\_\_

Residents Name: \_\_\_\_\_ Signature/Date: \_\_\_\_\_

Residents Name: \_\_\_\_\_ Signature/Date: \_\_\_\_\_

This will conclude the RE Solutions XV LLC Resident Handbook. Should you have any questions or concerns outside of this document, feel free to contact us for further information.

General Disclaimer - To the maximum extent permitted by law, our management team, agents, and team members disclaim all responsibility for any loss or damage which any person may suffer from reliance on the information and material contained in this Handbook or any opinion, conclusion or recommendation in the information and material whether the loss or damage is caused by any fault or negligence on the part of our management team, agents, and team members or otherwise.

The information relating to the law in this Handbook is intended only as a summary and general overview on matters of interest. It is not intended to be comprehensive, nor does it constitute legal advice. While our officers, employees, agents, and associates believe that such information is correct and current at the time of printing, we do not guarantee its accuracy or currency. Many factors unknown to us may affect the applicability of any statement or comment that we make to your circumstances and consequently you should seek appropriate legal advice from a qualified legal practitioner before acting or relying on any of the information contained in this Handbook.

Tenants Initials: \_\_\_\_\_