



TENANT HANDBOOK

Encore Properties & Community Management, LLC.

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Welcome to Encore Properties!

Welcome to your new home and thank you for selecting a property professionally managed by Encore Properties! We look forward to working with you over the months ahead and have prepared this Tenant Handbook to assist you in properly maintaining your home and to answer some of the most asked questions. Please take a moment to read it and keep it handy for reference.

In it, you will find maintenance guidelines, rental payment instructions, general information, lease terms, maintenance guidelines, move-out requirements and more.

If you have questions or concerns about any of the information contained in this documentation, contact our office at any time. We are here to help.

We wish you a successful and enjoyable tenancy in your new residence.

Office Hours

Encore Properties office hours are Monday thru Friday, from 9:00 am to 5:00 pm. Our office phone number is (919) 324-3829. Should you get our voice mail system, please leave a message for your Property Manager with your name, phone number, and the property address. **Your Tenant Portal or email, however, is the preferred means of communication.**

Tenant Communication

Your primary point of contact is the Property Manager assigned to your rental property. The preferred means of communication should be your tenant portal. Additional options include your property manager's e-mail address, office phone extension and the maintenance portal. Should you have a problem that cannot be resolved with your Property Manager, you may contact the Sr. Property Manager, Kelly Sauls, via email at Kelly@Encore-PM.com or by calling (919) 324-3829 ext. 101.

The Tenant Portal

The best method to communicate with our office is via the Tenant's Portal. The Owner's Portal is located at www.Encore-PM.com. This link allows you to keep a record of your conversations with us. From this location, you can pay your rent, submit maintenance requests, communicate with the management team, view alerts for unpaid bills, update contact information, and add a payment profile for electronic payments.

Should you opt to send an e-mail, we request that you put the property address in the subject line. This helps us identify the importance of your message and avoids oversights and deletions of messages.

Change of Information

It is critical that you notify us of any changes in your telephone number, email address or mailing address. This can be updated through your Tenant's Portal.

Your Lease

The lease agreement is a legal contract between you and the Landlord (typically the Owner of the property). Encore Properties IS NOT your Landlord. Encore Properties is the legal agent for the Landlord acting under the authority and direction of the Landlord by way of a property management agreement but is not a party to the lease. It is our responsibility to collect rent, arrange for any necessary maintenance or repairs, inspect the property periodically and answer any questions or concerns that may arise with respect to the home or your lease agreement. You will most likely never meet your landlord.

Terms of Your Lease

It is important to note the dates on your lease – when your rental begins and when it ends. Your lease ends when you have completed your contract and you have returned the keys to the Encore Properties office. There is a final inspection after you vacate to ensure that you left the premises in as good a condition as it was when your lease began and that the premises is in rent-ready condition. If you plan to vacate the property before the end of your lease, please be aware of the lease expiration date because you are responsible and will be held liable for all rents due until the end of the lease.

Pets

Your lease will specify if you are or are not allowed to have pets. If you are allowed to have pets in the unit, there may be some restrictions as to the type and size of animal. Any pets not specified in the lease agreement are not allowed, even if they are only there on a 'temporary' basis. Any future animal needs to be approved in writing BEFORE they can reside at the property. If you are authorized to have a service animal, however, we will accommodate you in accordance with the law.

Smoking

All of our rental properties prohibit smoking within the living area and the garage. If smoke or smoke related damage is noted at the move-out inspection, you may be liable for the entire cost of remediation.

Guests

There is a fine line between when guests become residents. The maximum stay permissible by a guest is seven (7) nights out of a month. Our intent is not to restrict your having visitors, but to help us keep track of the number of people who are residing in the unit. In many areas, there are limits placed on the number of occupants a unit may legally house by applicable fire, safety, and health regulations.

Adding Residents

If you wish to add a resident to your lease, please contact your Property Manager to discuss the situation. We must approve any additional resident(s) on the lease as well as conduct background checks. There is no exception to this policy. In addition to keeping the residents safe, our company is bound by local and state regulations, as well as by federal Fair Housing Laws and mandates to maintain a safe, secure environment for our tenants.

Locked Out / Lost Keys

If you lose your keys or lock yourself out, you may have the locks rekeyed by a licensed locksmith, but only with the prior approval of your Property Manager. You must also have all locks rekeyed to the same key, and provide a key to your Property Manager.

Moving In

Utility Companies

It is your responsibility to have utilities turned on in your name on or **before** the first day of your lease. To avoid discontinuation of service, contact the utility companies prior to move-in. Refer to your lease agreement to see which utilities you are responsible for and which are paid for by the Landlord. A list of utility providers can be requested from your Property Manager.

Move-In Inspection

An Inventory & Condition Form is available for download on the Forms page on our website www.Encore-PM.com. The purpose of the Inventory & Condition Form is for you to document any damage to the property for which you do not wish to be held financially responsible at move-out. Be sure to check everything, such as the plumbing, lights, stove, refrigerator, sink and garbage disposal. Check for any damage to things such as doors, doorknobs, locks, walls, ceilings, basins, toilets and tubs. Do not just walk through the property just looking at how nice and new everything looks. *Carefully inspect everything.* According to your lease, you have five business days from the date the lease begins to return this form to Encore Properties. If you do not return the filled-out and signed form to us within five business days, then the existing form in the lease (i.e., the blank one, showing no damage) shall become binding. For your protection, ensure your Property Manager acknowledges receipt of the form, by initialing each page and signing the last page.

Paying Your Rent

Some day you will eventually move out of the property. It is important that during your residency you care for your rental history and credit. Most likely, you will either rent again or purchase a home. In either case, you will need good rental references and a good credit report. Avoid late rent payments, care for the property, and move out properly. This will give Encore Properties the opportunity to provide a good reference for you when you vacate the property.

Rent is Due on the First, Late on the Second

Rent is due on the first day of each month. **Rent is late if received on or after the second.** If we receive your rent payment after the fifth day of the month, you must include a late fee equal to 5% of the rent.

Please note that it does not matter what date the check was mailed: rent is considered paid when we receive it, not when you mail it. We suggest either using our electronic payment service (accessible at the tenant portal) or mailing your check several business days in advance to ensure that we receive your payment on time.

Encore Properties offers several ways to pay the rent: Payment by the US Postal Mail, payment by electronic check, credit card, debit card, and in person delivery.

Payment by US Postal Mail or In Person Delivery

If you choose to pay the rent by US Postal Mail, you must use our address below. Mail sent to any other address may be considered late even if received on the first day of the month. Make your rent check payable to Encore Properties. Write your name and the address of your residence clearly on the check or money order.

Payments should be mailed to:

Encore Properties
1409 W. Academy St.
Fuquay Varina, NC 27526

Please note: We do not always have someone at the office, however we do offer a drop box.

Payment by Electronic Check

Encore Properties uses a vendor, Forte, to process electronic rent payments via the Tenant Portal. Electronic payment of rent is available by electronic check only; we do accept payment of rent by credit card or debit card but you will be assessed a fee to do so.

You may initiate your payment on a one-time basis or you may configure automatic recurring rent payments for the duration of your lease.

Should you make a partial payment, then that payment made will first need to clear our system (which can take about 3 to 5 business days) before you can make another payment from that same login account. However, if there is more than one adult on the lease, each will have their own portal access, and if one makes a partial payment, the other can also make a partial payment that same day.

If You Do Not Pay the Rent

At Encore Properties, we take our responsibilities seriously and expect our tenants to do the same. Our job is to ensure that our tenants get what they pay for, namely, a well-maintained property. The tenant's job is to live in the property peacefully, care for it properly and pay the rent when it is due.

When rent is not paid, here are the steps Encore Properties will most likely take:

On or about the 6th day of each month, Encore Properties sends a Notice Terminating Right of Occupancy to all tenants whose rent has not been received. This letter notifies the tenant that rent has not been received and the tenant is therefore in violation of the lease. This is technically called a 'demand letter' and is the first step in the eviction process.

Approximately six calendar days later, if the tenant has still not paid their rent and late fees, we will file for summary ejectment (eviction) at the county courthouse. At this point, in accordance with the terms of the lease, an eviction fee and court filing fee will be added to your account. The county sheriff will then visit the property and serve the summons notifying the tenant of the day, time and location of the eviction hearing.

Encore Properties takes no pleasure in evicting any tenant. It is a fundamental truth, however, that you really do have to 'pay to stay.'

Please note that once we have filed for summary ejectment with the county courthouse, we cannot stop the county sheriff from serving it, and the notice going into public records. However, if you bring your account current (rent, late fees and summary ejectment fees), Encore Properties may choose to cancel the actual eviction hearing and allow you to remain in the property.

Care of the Property

Getting to Know Your Residence

When you move into a property, it is helpful to know where important items are located. Take the time to know or locate the:

- Main circuit breaker in case power goes out
- Gas shut-off valve – turn off during emergencies for safety
- GFCI outlets – so you can check them if your plugs or appliances in the bathroom, kitchen, patio or garage fail to work
- Electric and/or gas meters to check your utility bills
- The main water shutoff valve in case of major flooding
- Water shutoff valves below the sinks and behind toilets in case of water leaks
- Method of cleaning for the oven so you use the right products

If you are uncertain about any of the above items, contact your property manager for help.

Maintenance

How to Submit Maintenance Requests

All maintenance requests must be in writing. The easiest way to log a maintenance request is to use the online maintenance request via your Tenant Portal.

- It is your responsibility to accommodate the vendor's schedule, not the vendor's responsibility to accommodate your schedule. In the event of any logistical difficulty in meeting the tenant, or at Encore Properties' discretion, the vendor will enter with a key from our office. If you request an appointment with a vendor but you fail to show up, you may be charged the vendor's trip fee. Therefore, be certain to call the vendor with whom you made an appointment with as much notice as soon as possible if you are unable to keep an appointment.
- If you do not hear from a vendor or repair person within 5 to 7 calendar days, contact your Property Manager and inform him that a vendor has not contacted you.
- Your Property Manager will then contact the vendor to find the cause of the delay and then inform you when to expect the vendor's call.

Encore Properties manages properties over a very large geographical area. Our response time for repairs is very different than the response time a multi-family apartment complex might offer. An apartment complex has the advantage of an on-site maintenance crew that may be available for immediate service. All their air conditioners, furnaces, dishwashers and other appliances are probably the exact model, and they may well have spare parts stockpiled in an on-site warehouse. In contrast, our managed homes are all over the metro area. A vendor has to drive over to the property by appointment to respond to each maintenance request.

No two of our homes have the same appliances. If you report that your air conditioner has failed on the hottest day of the year every HVAC vendor in the city will be backed up and it may take several days for a technician to get to your home. Once on site, the technician will diagnose the problem and may need to order parts. These parts may take several more days to be delivered. The total response time in such a case can be seven to ten days even for repairs which are expedited as much as possible.

What is an Emergency?

An emergency is a threat to life or safety such as a fire, flood, a live electrical problem, gas leak, break-in, major tree fall on the property, etc.

- Emergencies causing immediate danger such as fire, call 911
- Emergencies involving natural gas, call the gas company, and if necessary, 911
- Emergencies involving immediate electrical danger, call the utility service or 911
- Emergencies involving flowing water or “black water” spills

After contacting one of the above, call the Encore Properties office and report the problem. An emergency is NOT air conditioning, non-working dishwasher, sprinklers, etc...

For after-hours emergencies such as backed up plumbing, flooding, tree damage, etc..., call the Encore Properties office number and leave a message with your complete contact information, property address and a description of the problem.

Toilet Stoppages

The only items safe to put down the toilets of the property are human waste and toilet paper. The following items are prohibited: paper towels, grease, tampons, sanitary napkins, food, condoms, paint, toys, wet wipes, baby wipes and litter from pet waste. While the Landlord is responsible to repair the toilets when they wear out or break in the course of normal use, the Tenant is responsible for repairs caused by the Tenant’s negligence. If the Tenant puts any item down the toilet other than human waste and toilet paper and causes a plumbing blockage, the resulting plumbing bill shall be paid by the Tenant as additional rent upon notice.

Non-Operating Dishwasher

A lot of dishwashers in our area are powered by a light switch on the wall. Should your dishwasher not power up, please check to ensure the switch is in the “on” position.

Garbage Disposals

Please be careful with your garbage disposal, if you have one. Run cold water while in use. If the machine jams, turn it off and clean it out. If it still will not operate, try pressing the “reset” switch which is located at the bottom of the garbage disposal, underneath the sink. You will be charged the vendor fee for unblocking a garbage disposal if any of the following are found to have blocked the garbage disposal: Bones, banana peels, corn husks, pasta, cornmeal, stringy, “twister” seals, screws, nails, cigarette butts, flower clippings, toys, coins, grease, shellfish shells, celery, onion skins, potato peels, rice, meat fats, artichokes, bottle caps, rubber

bands, string, popcorn kernels, egg shells, coffee grounds, glass, utensils, fruit pits, washcloths, or sponges. If you can't chew it, don't put it in the garbage disposal.

Exhaust Fan or Range Hood

Clean filter screens regularly; keep entire unit clean and free of grease buildup

A/C & Furnace Filters

These filters must be changed on a quarterly basis. Should the a/c or furnace system break due to the filters not being changed, the Tenant will be charged the cost to perform such repairs.

Counter Tops

Kitchen counters are easily burned and scratched. Do not put hot objects directly on them and do not slice food on them. They can also stain easily. Do not let water or other liquid products sit on the counter or in the sink.

Fireplace

Be sure the damper is completely open before use. Avoid excessive use of chemically treated 'firelogs' as these leave potentially flammable residues on the chimney walls. Remove ashes regularly.

Renters Insurance

A burglary, fire or flood can be devastating. It is your responsibility to purchase renter's insurance. Neither Encore Properties nor the Landlord have any responsibility for the loss of your possessions stored in the home due to theft, disaster or any other cause. If there is a burglary, fire, flood, or any other problem at the property resulting in loss of or damage to your possessions, you must bear the cost of replacement yourself if you do not have renter's insurance. **To avoid a loss, acquire renter's insurance now.**

Property Inspections

Encore Properties will perform regular inspections of the interior and/or exterior of the property. These inspections are not meant to discover all maintenance issues, nor are they meant to be an invasion of our privacy. Instead, these inspections are designed to ensure that the unit is in good condition, and to address concerns you may have. You can expect advance notification of the time of any inspection in accordance with the law.

Moving Out

Eventually, you will move, and we want you to be prepared when this is necessary. When terminating, or fulfilling your lease, there are a few requirements:

- Notify your Property Manager in writing at least 30 days in advance if you do not intend to renew your lease (or number of days noted in your lease agreement). In accordance with the Landlord's instructions, we will be working on leasing your unit to a new resident if you have not confirmed your intent to renew your lease.
- The unit should be cleaned as required by your lease agreement and all damage must be adequately repaired. This includes professional carpet cleaning.
- Move out is at 11:59 pm on the day your lease terminates.
- Keys, garage remotes, and access cards must be returned to the provided lockbox or our office on or before the termination day/time of your lease.

- Any outstanding monies owed must be settled immediately.

Showings to Prospective Tenants During the Notice Period

According to the lease, Encore Properties may show the property to prospective tenants anytime during the lease, however we try not to do so before Encore Properties or the Tenant has given notice to vacate. During the notice period Encore Properties will place a yard sign in the lawn and a lock-box on the door. The property may be shown by Encore Properties staff or by other licensed North Carolina real estate agents.

When either an Encore Properties staff member or a real estate agent has a prospective tenant who wants to see the property, we will give you a courtesy call prior to showing the property. If we do not get a reply to our courtesy call message, we will show the property at the time noted in the message we left.

The Final Inspection & Your Security Deposit Refund

The final inspection is performed after you have moved out of the premises. The inspection will be quite in-depth. As discussed here and in your lease agreement, the premises are expected to be cleaned to the level required in your lease, and any damage(s) should be repaired to the satisfaction of your Property Manager. Ensure you replace any burned out light bulbs and all the air filters prior to moving out.

You paid a security deposit when you signed your lease. This security deposit should be refunded to you within 30 days subject to any damages or other specifications stated in your lease. If cleaning or repairs are required or if you otherwise owe money to Encore Properties, these amounts may be deducted from your security deposit prior to any refund. You will be paid within the timeframe required by law, and you can expect a statement of any withholdings made from your security deposit. **Your security deposit IS NOT to be used as your last month's rent. We are not allowed to touch your security deposit funds until AFTER your lease has terminated.**

We PREFER to return 100% of the security deposits to our tenants. Life is much simpler that way. PLEASE help us do that!

We hope that you have found the Encore Properties Tenant Handbook useful and informative. It is our goal to prepare you for a successful tenancy and a pleasant move out when this occurs. If you have any questions on the enclosed information, please contact your Property Manager.

Have a Successful Residency!

