

# TENANT HANDBOOK

## Fat Tail Holdings, LLC

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## **INTRODUCTION**

Welcome to your new residence and Fat Tail Holdings LLC! The purpose of this Tenant Handbook is to help guide you to a successful experience in your new home. We look forward to collaborating with you throughout your stay.

Please let us know if your phone number and/or email address changes when you move. You can update your contact information with us via email by calling our office. Also, if you have not already done so, please make certain to have all the utilities transferred into your name (unless included in the rent payment and specified in your lease) prior to taking possession of your new home.

The following is designed to answer many of the questions you may have about your relationship with Fat Tail Holdings LLC. Please do not hesitate to contact our office if you have other questions or concerns. Additional information about our staff and/or policies can also be found at [Phillyspaces.com](http://Phillyspaces.com)

These rules and regulations are subject to change with at any time. The purpose of this handbook is to help explain the law regarding the rights and obligations of landlords and tenants. It should be used only as a guide and is not intended as a final authority or source of legal advice. This handbook is written with the hope that better understanding of the rights and obligations of each party may help prevent conflicts before they occur. The Pennsylvania Landlord Tenant Act is the primary Pennsylvania state law regulating legal relationships between landlord and tenant. It supersedes local, county, and municipal ordinances and regulations.

## CONSIDERATIONS BEFORE RENTING

Before signing any rental or lease agreement, prospective tenants should carefully read the lease to become familiar with all of its requirements and provisions. Remember, when a rental agreement is signed, it becomes a binding contract.

These are some things to consider before renting:

- Responsibility for utility services and account payments should be thoroughly understood. If the tenant pays for utilities, he/she should ask the utility company for monthly cost estimates and should know the maximum he/she can afford to pay for monthly rent and utilities. If the landlord pays for utilities, the lease may allow for a rent increase if utility rates go up.
- If pets are not allowed unless the pet addendum is agreed upon and signed between you the tenant and the landlord, Fat Tail Holdings, LLC. You will need to pay pet rent, and a pet deposit may be required in addition to a normal security deposit. Those with disabilities are entitled (by Fair Housing Laws) to have a certified guide, hearing, or service dog without the payment of a fee, but the tenant is responsible for any damage caused by his/her dog. The fee is for the right to have a pet and does not cover any damages. Fat Tail Holdings LLC reserves the right to have a pet removed from any property if there are issues with the pet as defined in the pet addendum.

**ROOMMATES:** Unfortunately, roommate situations frequently become complicated. If one roommate decides to move out early, the procedure can be found in the early lease termination section of this handbook. Any conflicts that arise between roommates, financial or otherwise are the tenants' responsibility to resolve. Fat Tail Holdings LLC will not act as mediator.

## BREAKDOWN OF FEES AND CHARGES

In general terms, a tenant is responsible for paying rent, security deposit, and pet rent/fee. However, there are circumstances that arise outside the normal scope of tenancy that may result in additional fees. Some of these situations are outlined below.

- NSF/Returned Check: If a tenant's payment is returned by a bank for insufficient funds or any other reason, a fee of \$35 will be charged. If a payment of rent is returned, the rent is considered late and the tenant will be charged a late fee (in addition to the returned check fee and the rent payment itself). If a payment is returned, Fat Tail Holdings LLC may require all future payments in the form of certified funds.
- If payment made by credit card, tenant attest the card is personal card approved for use for payment of rent. Tenant assumes the liability if the debit/credit company does not approve the use of the card or payments are rejected once accepted by Fat Tail Holdings or its vendors.
- Solicitor's fee: If an NSF payment has not been paid within five business days, the notification will be sent to a solicitor for prosecution. Tenant will be charged \$200 plus solicitor's fees.
- Roommate Change Out: \$200. The new roommate will need to pay the application fee.
- Unauthorized Pet: \$90 per day
- Smoke/Carbon Monoxide Alarm Tampering: \$250 plus service call fee.
- Re-Key: \$25 plus actual locksmith charge
- Unauthorized re-key: \$75 plus actual locksmith charge
- Lockout: You may pick up a key to let yourself in during normal business hours at no charge. However, if the key is not returned by the next business day, you will be charged \$35. If you need us to unlock the house for you there will be a \$50 trip fee. If it is after hours, a \$35 after hours fee will also be applied.
- Failure to transfer utilities by move in: \$50 per utility service. You will also be responsible for any bill Fat Tail Holdings LLC receives for the dates of your tenancy. Fat Tail Holdings LLC retains the right to terminate utility services held in Fat Tail Holdings LLC's name at any time.
- Unauthorized Resident: \$100 per day
- Certified Letter: \$30 if any tenant-caused situation demands a certified letter.
- Court fee: \$100 plus any applicable attorney's fees and/or magistrate fees
- Breaking lease fee: If a tenant breaks the lease, there will be a \$300 administrative fee. The tenant will additionally be responsible for all costs associated with re-rental of the property and rent payments until a new tenant takes possession.
- Late Move-Out: Prorated rent x 2 per day as a holdover tenant plus an administrative fee of \$100
- Utilities off at move-out: Per your lease, you are required to keep the utilities on three business days past the termination of your lease. If you do not comply with this requirement, there will be a \$150 charge.
- Collection fee: \$350 should any tenant account be sent to a collection agency
- Stop Payment: \$35 per check
- Separate security deposit disbursement checks: The security deposit will be sent to one address with all tenants named as payees. If you need separate checks issued to each tenant, there will be a \$75 charge.
- Unnecessary service call: actual cost of the service call. This includes service calls that are made for items that are the tenant's responsibility (i.e. smoke detector batteries, garage remote batteries, light bulb replacement)
- Tenant-caused damage: actual cost of the service call. This includes damage caused by the tenant's abuse, negligence or inattention.
- Other charges and fees as outlined in the lease.

## THE LEASE/MOVE-IN

A lease agreement is a binding contract that defines the responsibilities of the landlord and the tenant. Tenants should read and understand the lease before signing it. The tenant will be provided with a copy of the signed lease agreement. After signing the lease, any changes, modifications, oral promises, conditions and agreements between the tenant and Fat Tail Holdings LLC must be in writing and signed by both parties to be enforceable. If either management or tenant fails to sign the lease, it still becomes effective and enforceable if the tenant occupies the premises, and rent money is paid by the tenant and is accepted by Fat Tail Holdings LLC. All persons who will occupy the premises should be listed on the lease, and those above the age of 18 may be required to sign the lease. The lease will govern overnight guest.

**CABLE AND SATELLITE:** A tenant shall not alter or permit any alteration to the outside of the premises without the written consent of Fat Tail Holdings LLC. This clause pertains to TV antennae or satellite dish receiver installations. Fat Tail Holdings LLC reserves the right to refuse permission to mount any cable or satellite equipment to the dwelling. In such cases, the equipment may be mounted to a non-permanent anchor (i.e. a post in the yard). If consent from Fat Tail Holdings LLC is given, the dish and installation is at the tenant's cost. The tenant may not install any antenna on the common roof or grounds of a multi-unit residential building. Tenant is responsible for any damage or claim resulting from the installation of Cable or Satellite services.

**EMERGENCY PLAN:** It is imperative that upon move-in tenants formulate an emergency/escape plan for any type of disaster, including, but not limited to, fire, flood, collapse of a tree, or natural weather disaster. Please familiarize yourself with community disaster preparations and procedures, including hurricane preparedness, warning systems and evacuation routes. As part of your Hurricane preparedness, please notify Fat Tail Holdings LLC if you intend to evacuate and provide contact information so that we can contact you after the storm.

Remember to take your pets!!

**MOVE-IN INSPECTION:** There will be a move-in inspection report provided upon move-in; it is the tenant's responsibility to complete the form and return it to Fat Tail Holdings LLC within 5 days. Unacceptable conditions or defective items should be noted in the move-in checklist that is provided. This report will be used for the move-out condition comparison when the tenant vacates the premises. If this report is not returned with problems outlined, under the lease agreement, the leased property will be assumed to be in acceptable condition and any defects noted after this date will be considered the tenant's responsibility. No exceptions will be made to this procedure.

**RENTERS INSURANCE:** The tenant is strongly encouraged to obtain Renters Insurance before the move-in date of property. This can be obtained through any insurance provider. The tenant's belongings are placed in the property at the sole risk of the tenant. Renters insurance may help recover items from the property due to loss, destruction, theft, or damage to property. Failure to carry the required Renters Insurance policy may result in the tenant's loss of his/her possessions through no fault of Fat Tail Holdings LLC, the tenant, or the Landlord.

**SECURITY DEPOSIT:** The security deposit is determined at the time the rental application is approved, and the amount is clearly stated in the lease. This is meant to secure a complete and faithful performance by the

tenant of all terms and conditions of the lease agreement. If the tenant becomes in breach of the lease due to physical damages or any charges that have not been reimbursed through the term of the lease, the lease may be terminated and the costs will be taken out of the security deposit. A damage addendum has been added to

this handbook with approximate costs of specific items the tenant can be charged for, but the prices quoted are provided for informational purposes only and do not in any way indicate a limit to what a tenant can be charged.

## **UTILITIES**

Tenant must put all necessary utilities in the tenant's name upon move-in. Tenant shall pay all deposits required by any of the utilities not provided by the landlord. Tenant must maintain all utility services in the premises throughout the term of the lease. The only exceptions to these requirements are case specific and clearly stated in the lease.

### **ELECTRICITY:**

- PECO: 800-494-4000 or [www.PECO.com](http://www.PECO.com)

### **CABLE/INTERNET/PHONE:**

- Comcast Cable: 855-870-1311 [www.comcast.com](http://www.comcast.com)

## DURING YOUR STAY WITH US

**ASSOCIATION RULES AND REGULATIONS:** If the dwelling unit is located within a Community Association, Homeowners Association or Condo Association, tenants will be required to follow all rules and regulations of that Association. The tenant will need to go to the website for the appropriate association and carefully read the Association Rules and Regulations; it is the tenant's responsibility to read, be aware of, and follow all Rules and Regulations listed. Any fines or restrictions imposed on the tenant as a result of failure to comply with the rules and regulations will be the financial responsibility of the tenant. Fat Tail Holdings LLC will provide information as needed to the HOA or Community Association in compliance with the relevant Covenants and Restrictions.

**BATHROOMS:** Prevent mildew and mold from accumulating. Keep bathrooms properly ventilated to prevent mildew and mold from happening. Use an exhaust fan while taking showers and for an extended reasonable time afterward. If there is no exhaust fan in the bathroom, open the window to allow for ventilation.

**CONDITION OF PROPERTY:** The tenant will keep the rental unit clean and safe, properly dispose of trash, and comply with all applicable building and housing codes. The tenant will at all times prevent abuse, misuse, or neglect of the rental unit and items within. The tenant can be charged for any abuse, negligence and/or carelessness, such as misuse of any fixture, clogging sanitary drains with foreign materials, puncturing freezer coils during defrosting, or breaking glass windows. The tenant must promptly notify Fat Tail Holdings LLC of broken or damaged items in need of repair or services. There will be no unauthorized repairs. If repairs are not promptly reported, extra charges may be levied due to resulting additional damage. After giving proper notice, the tenant must permit or provide access to the premises in order for any assigned vendor(s) to accomplish necessary repairs or services.

**PAINTING:** There are times when Fat Tail Holdings LLC will authorize the tenant to paint the interior of the home. The tenant is responsible to put their request in writing and provide paint samples for approval. The tenant is responsible to return the property to its original condition and color upon move out. Fat Tail Holdings LLC has several ~~and~~ paint vendors that we can suggest to you if you would like to have the interior professionally painted.

**DUPLICATE KEYS AND ADDITIONAL LOCKS:** Landlords have a legal right to keep copies of all keys to all rental units. This is particularly important should an emergency occur. If a tenant needs to add new or additional locks, the property manager must be notified and the tenant must use a locksmith designated by Fat Tail Holdings LLC to install the new lock. If at any time it is discovered that locks have been changed or added, Fat Tail Holdings LLC has the right to have the locks re-keyed at the tenant's expense. The tenant will also be charged a fee as detailed later in this handbook.

**GUESTS:** The tenants are fully responsible for the conduct (behavior) of all occupants, their guests, invitees and themselves. A guest will be defined as a person who stays at the property for no more than 7 nights or 1 week. If the guest does not abide by the rules and regulations stated in lease, the tenant will be left fully responsible for any destructive actions. A guest/invitee of the tenant may be barred from the premises for conduct that violates the terms of the tenant's

rental agreement. Any guest stay over 7 days requires written permission from the Landlord.

Unauthorized occupants will be assessed a \$100 fee per day until vacating the property or is added to the lease per Fat Tail Holdings LLC policies.

**HOLIDAY DECORATIONS AND LIGHTS:** Hang lights and decorations properly and carefully. Before hanging, check for bad plugs and loose wires. If you find defects, dispose of the lights. Only use lights and decorations during holiday seasons; remove them immediately when the season ends. If you reside in a Community with rules and regulations, tenant must comply with those rules and will be liable for any fines generated by their decorations. Fat Tail Holdings LLC prohibits the placement of decorations to the roof and the tenant will be responsible for any structural damage related to the installation of decorations.

**BONFIRES and FIREWORKS:** Tenant is responsible for any damages or fines caused by their actions. Fire works are banned on Fat Tail Holdings properties.

**HVAC MAINTENANCE:** The tenant must replace all HVAC filters with the correct replacement(s) every month (provided by the tenant). The filter size is on the side of the filter, and an arrow indicates the direction of the airflow. The tenant will be responsible for keeping debris out of vents. If the filter is dirty and it causes damage to the unit, the tenant will be responsible. The use of HEPA or similar filters will actually cause the HVAC to work harder and will increase utility bills. If you use these types of filters, you will need to check them more often to insure proper airflow. We find that the cheapest filters are perfectly fine for most homes.

**LATE FEES:** Rent payments are due on the 1<sup>st</sup> of every month and should be received no later than the 5<sup>th</sup> of every month. If payment is not received by the 5<sup>th</sup>, there will be an additional late fee applied as stated in the lease. If payment is not received Fat Tail Holdings LLC has the right to begin eviction proceedings and/or turn the balance over to an agency for collection at any time after the 6<sup>th</sup> of the month.. The tenant will be held responsible for all court costs and legal fees. If a tenant is unable to pay rent on time, he/she should explain the situation in writing as soon as possible to Fat Tail Holdings LLC. In such a case, Fat Tail Holdings LLC will make every effort to temporarily agree to a different rent payment plan to avoid the inconvenience and cost of eviction proceedings in court.

**LEASE RENEWAL:** If a tenant wishes to renew the lease, Fat Tail Holdings LLC will need to be notified. A renewal inspection will be scheduled for the month prior to the lease expiration. In order to renew the lease, the inspection results need to be satisfactory, and the tenant's account needs to be current.

**MILITARY EXEMPTION:** A full-time member of the U.S. Armed Forces or SC National Guard, or a Civil Service technician with a National Guard unit may terminate a rental agreement with a 30-day written notice to the landlord, provided that the date of departure (surrender of premises) occurs within 60 days of the notice. Such tenants must:

- be transferred more than 35 miles from the rental premises; and,
- have received orders for more than three (3) months duration; or,
- have been discharged, or released from active duty, or full-time duty; or,
- have lost his/her basic allowance for quarters and have been ordered to government-supplied quarters.

Along with the written termination notice, the landlord must be given either a copy of the official orders or a letter signed by the tenant's commanding officer confirming the orders. The rent must be prorated to the date of termination. Tenant is still required to follow the move-out procedures and leave the house in good condition as per the lease. Tenant must comply with landlord showings and allow for standard inspections.

**PARKING:** As part of the lease agreement, parking is property specific. If there is designated parking, it is the tenant's responsibility to park in designated area in order to avoid towing or any other repercussions. A vehicle may not be repaired on any part of the property (oil change, transmission fluid change, or any other work that pertains to fluid spills). Parking on the lawn, sidewalks or inside the home (motorcycles, dirt bikes, etc.) is prohibited. Any motor vehicle must be registered with current tags and inspection sticker. All vehicles must be in working condition and have no flat tires or outward damage that would make it an eyesore.

**PAYMENT OF RENT:** Rent payment is due on the 1<sup>st</sup> day of the month and will be considered late after the 5<sup>th</sup> day of the month. Fat Tail Holdings LLC money order, and cashiers or certified check. You can also pay online through your tenant portal at [Phillyspaces.com](http://Phillyspaces.com). Proper set-up of the tenant portal requires a valid email address on file with Fat Tail Holdings LLC. Once the lease has been signed, Fat Tail Holdings LLC will email you access to your tenant portal and our online payment system. Payments can be mailed to PO BOX 2641 Newtown, PA 18940 all mailed rent payments must be postmarked before the 5<sup>th</sup> of the month to prevent late charges being applied to the account.

**PERIODIC PROPERTY INSPECTIONS:** As part of our agreement with the property owner, we will conduct routine inspections to determine the condition of the property and advise on any necessary repairs. The tenant will be notified of an inspection 24 hours in advance. If any problems are found that the tenant is responsible for amending, the tenant will be notified, then given 14 days to remedy the problem(s). Any breach not corrected will be remedied by Fat Tail Holdings LLC and billed back to the tenant.

**PERSONAL PROPERTY:** Certain items that may have been left in the house are defined as personal property of the owner. As such, there will be an inventory list if the rental property is partially or fully furnished. If there are any items that are missing, damaged, or otherwise unusable, the tenant will be billed to replace those items.

**APPLIANCES AND EQUIPMENT:** As indicated in your lease, the owner will sometimes leave appliances or yard equipment at the home for your convenience. You may use these pieces of equipment, but the owner is not responsible for any damage they may cause or repairs that may be needed. The tenant is responsible for fixing or replacing these items if they stop working. Examples: Washer, Dryer, and yard equipment such as mowers. Tenants may not remove any appliance from the home without Fat Tail Holdings LLC permission in writing. The tenant is responsible to store any items they wish to replace with their own and return items to their original place upon move out.

**PEST CONTROL:** Fat Tail Holdings LLC is committed to providing and maintaining homes without any sort of pest infestation. The tenant is responsible for notifying Fat Tail Holdings LLC within 3 days of accepting possession of the property if there are any signs of pests. After this period, the tenant shall be responsible for all pest infestation treatments, with the exception of termites. If the property is deemed infested, tenant will take all steps necessary to comply with the treatment protocol of the assigned Pest Management Company.

**PETS:** The tenant shall not keep pets on the property without prior written consent. A pet application will need to be completed along with the rental application. Pet weight, age, and breed will be evaluated before an agreement is reached to allow any pet on the lease. When there is an agreement that any pet(s) can be brought into the property, the tenant will be required to pay pet rent and sign a pet addendum. If the pet is under one year old, a pet deposit will be required. All pet owners (without exception) are liable for damage done to the premises by their pet(s). If a pet(s) is approved to be kept on property, the tenant will agree to keep the premises on which the pet(s) is kept in a sanitary manner (pick up after your pet please). If maintenance is requested or required, tenants must secure any pets a vendor may encounter while at the property.

**SERVICE ANIMALS:** By law, service pets for disabled persons may reside at the property without extra rent or deposits. Tenant must provide third party documentation of the necessity of said animal and its status as a service animal. Fat Tail Holdings LLC will make every reasonable accommodation necessary in these circumstances.

**PROHIBITED EQUIPMENT:** There will be no trampolines or pools allowed on the premise. There are no exceptions. There will be no waterbeds allowed on rental premises.

**RODENT CONTROL:** If you have ordinary mice or other rodents, you can purchase several common controls at grocery or garden supply stores. If you hear a rodent in the walls or attic, please notify Fat Tail Holdings LLC so that we can have a service vendor come and search for entry points.

**SMOKING:** No smoking of any kind is permitted inside any unit. EVER.

**TRASH/DEBRIS REMOVAL:** Tenant must dispose of trash properly. Place garbage in the proper receptacles provided and in accordance with city and/or county rules. Tenant must comply with all requirements for the disposal of toxic waste such as oil, antifreeze, batteries, and solvents. Tenant must dispose of any bulk items, yard waste, or Christmas trees in accordance with city and/or county rules.

Some municipalities provide either trash cans or recycle cans. If provided, tenant is responsible for the cans upon move in. They can be replaced by contacting the proper authority. City provided trash cans have serial numbers which you should record to prevent loss. Some rural rentals offer trash service as a separate utility and may be contracted by the tenant. Other locations require you to purchase your own trash cans which you can from Lowes, Wal-Mart, and similar types of stores.

**WATER DAMAGE:** Tenants must take care to avoid water damage to the property. Water damage can result from failure to ensure that shower curtains are completely inside the tub or shower doors are completely closed, splashing, or standing water on any surface (including both tile and linoleum)

**WINDOWS AND WINDOW FURNISHINGS:** Maintenance and cleanliness of windows and window furnishings are the tenant's responsibility during occupancy, when moving, and at their own expense. Do not wash drapes, dry clean drapes only. Check curtains before washing to see if they are washable, if not, dry clean curtains. Wipe all blinds with soft dry cloth or with products designed for the blinds. Close windows against the elements of weather, when appropriate, to avoid damage to interior. Close doors and windows when leaving the residence. Blinds damaged during residency will need to be replaced at the tenant's expense and

can be found at stores.

**WOOD BURNING FIREPLACE MAINTENANCE:** Some homes do not allow the use of the fireplace due to the age of the home. Be sure to check with Fat Tail Holdings LLC before starting a fire in the fireplace.

Always be sure to open the damper before starting any fire. If unfamiliar with how to do this, call Fat Tail Holdings LLC for help. If smoke is coming out of the front of the fireplace, put out the fire immediately and ventilate the house. Do not use soft woods in fireplaces such as pine, fir, and redwood because burning these wood types will cause a buildup of creosote in the flue, which can cause fires. Use hardwoods such as oak, almond, walnut, etc. Do not overfill the fireplace and create a blazing fire that could cause damage to the firebox or cause a house fire. Use a fireplace screen at all times when using the fireplace to prevent damage, particularly to the carpet. Check to see if fireplace coals/ashes/embers are cold before removing them from the fireplace. Never store hot or warm coals in a container, such as a garbage can, paper bag or any other container. Never store the garbage can in the garage or against the house. Store any warm or hot coals away from any combustibles or the residence for at least two (2) days before disposing of them; check them again before disposing.

**GAS FIREPLACES:** Many gas fireplaces require a key to turn on the gas. Please be sure to keep track of the provided key and turn off the gas whenever it is not in use. If you can not get the fireplace started or are unfamiliar with its operation, please contact Fat Tail Holdings LLC for assistance. If the home has a propane tank for use in fireplace, the tenant is responsible for refilling the unit and providing proof to Fat Tail Holdings LLC upon moveout.

**YARD/GROUNDS/LANDSCAPE AND WATERING:** Where indicated on your rental agreement, maintain exterior landscape by mowing, trimming, weeding, edging, fertilizing, watering and replacing mulch. Tenant must care for lawn and any landscaping provided with the property unless otherwise stated in the lease. The scope of this care may include, but is not limited to, cutting grass, edging, weeding, trimming bushes and replacing mulch. If there are sprinklers, monitor the level of water needed and if necessary, contact Fat Tail Holdings LLC for additional help or instruction. If you have sprinklers or an irrigation system that is not working, call Fat Tail Holdings LLC. Keep all landscape watered unless a Homeowner's Association controls it. Pick up all pet droppings on the property, even if you do not have pets. If you have pets, keep them from causing damage.

**WINTERIZATION:** In the winter season when it cools, be sure to take appropriate measures to prevent the pipes from freezing. The tenant is responsible for any frozen pipes at the property due to them not taking the appropriate measure to protect the home. If you are going to be gone (IE going home for Christmas) please contact Fat Tail Holdings LLC so that we can take steps to protect the home in your absence. The tenant will be charged a service fee for a vendor to winterize the home but the alternative could be extensive damage due to tenant neglect



## EARLY LEASE TERMINATION

The procedures, policies and penalties for early move-out vary depending on the situation.

If the vacating tenant is one roommate out of a group and the other roommates are remaining in the property:

1. The remaining roommates are still completely responsible for the original rent amount.
2. If there is a dispute regarding amounts owed, it will be resolved among the tenants. Fat Tail Holdings LLC will not get involved.
3. Security Deposit is never disbursed until the property is turned back over to Fat Tail Holdings LLC.
4. The departing roommate needs to settle the disbursement of the deposit and Fat Tail Holdings LLC should be informed in writing regarding the proper split.
5. Remember: Each person that signed the lease is fully responsible for the terms of the lease. This includes any damage done to the home after the departing roommate leaves.
6. If the remaining roommate(s) would like to introduce a new roommate to the property, that roommate must be approved by Fat Tail Holdings LLC and will need to complete the same application process as the original tenants.
7. Fat Tail Holdings LLC may require the group of roommates to sign a new lease

If the property is completely vacated before the end of the lease and turned back over to Fat Tail Holdings LLC:

1. The tenants owe rent until the original end of the lease or until Fat Tail Holdings LLC places new tenants in the property.
2. The tenant will be charged an administrative fee of \$300 for terminating a lease. Additionally, there are some expenses for which the tenant assumes liability:
  - a. **Re-Keying:** Fat Tail Holdings LLC re-keys the property between tenants which the departing tenant assumes responsibility for.
  - b. **Setup/Leasing Fee:** This fee is equal to what the owner of the property owes Fat Tail Holdings LLC per the management agreement.
  - c. any other costs associated with the re-rental of the property
3. Tenant is responsible for maintaining the yard and providing utilities until the property is re-rented. If the tenant does not do this on their own, Fat Tail Holdings LLC will do so and deduct all associated costs from the security deposit.

If you are going to have to leave your lease early, please let us as soon as possible so that we can do our best to reduce your costs. If you are in the military and are ordered to move, please refer to the lease and/or the military clause section of this handbook and bring a copy of your PCS orders to our office.

## MAINTENANCE

**ROUTINE MAINTENANCE:** Tenants are required to maintain the dwelling in a clean and safe condition. Fat Tail Holdings LLC will keep the common (interior and exterior) areas and systems clean, structurally safe, and in good mechanical condition and repair.

**TO REQUEST MAINTENANCE OR REPAIRS:** Call Saul @ 267-460-6186, complete a work order (found at yourtenant portal or at [www.phillyspaces.com](http://www.phillyspaces.com) or email [sdr@fattaiholdings.com](mailto:sdr@fattaiholdings.com))

**Before calling**, check to see if you can determine the cause of the problem you are experiencing, unless you have an emergency. Please use judgement in determining if it is a true emergency or a non-emergency item.

### TROUBLESHOOTING:

1. **If the oven does not work**, check time-bake to be sure the settings on the unit are not preventing the oven from working. An oven set on time bake will not heat. A service call that requires nothing more than turning the oven to the proper settings can result in a charge to you. A manual for your oven can likely be found online.
2. **If the air-conditioner does not work**, check ALL circuit breakers. If the air filter is clogged, it can cause the air conditioner to freeze up, which will require the filter to be changed and the unit to be turned off for at least 6 hours so that it can defrost. If the unit is frozen due to the tenant not changing the filter, the tenant will be charged for the service call.
3. **Sliding doors:** Tenants must keep sliding door tracks free of dirt and debris. Rolling over dirt, leaves, pine needles, etc can damage the wheels on sliding doors, especially the heavy glass sliders. Do not use oil or other lubricating agents on sliding doors; this attracts dirt and gums up the wheel mechanisms.
4. **If the garbage disposal does not work**, check underneath the disposal unit and push the reset button located on the bottom of the unit. If something has become stuck and the blades do not turn, remove the object that has blocked the disposal, and hit the reset button. If the motor makes noise, a disposal key (which looks like an allen wrench) can often be found with the disposal. You can also purchase a disposal key at a hardware store. Insert the key into the hole in the underside of the disposal and turn it to free the blades. If there is evidence of a leak or cracked housing, put in a maintenance request.
5. **If the electricity does not work in part of the house**, find the GFI outlet, which is usually located in the garage, patio, kitchen, or the bathroom. Each GFI controls certain areas of the house. Reset the GFI outlet by pushing the reset button on the face of the outlet and check to see if it has resolved the problem. There may not be GFI outlets in homes built before 1970.
6. **If the circuit breakers keep tripping**, check all appliances to see if too many appliances are running at one time. Simultaneously running items such as irons, microwave, toaster, curling iron, computers, printer, blow dryers, and more can cause an overload. Try plugging some of the items in use into a different outlet.
7. **If the smoke alarm beeps or does not work**, check the batteries. If a new battery does not work, put in a work order. Tenants are responsible for the replacement of batteries. It is important to replace batteries and NOT disconnect the smoke alarm. Normally the smoke alarm will emit a beeping sound when the batteries are not working or losing their charge. Test your smoke alarms every thirty days. If the smoke alarm is not working, contact Fat Tail Holdings LLC to place a work order **immediately**. Remember a smoke alarm is a vital safety feature, and it is very important to check it regularly to see if it is working. Do **not** disconnect or remove a smoke alarm.
8. **If one of the utilities is out**, report all outages to the proper companies.

**TENANT RESPONSIBILITY TO REPORT:** It is the responsibility of all tenants to report all repairs/maintenance problems. Tenants can incur financial damages if they fail to report maintenance problems.

Report the following:

- Any sign of mold in the property immediately
- All toilet and faucet leaks and any plumbing backups
- Electrical problems
- Heating and air-conditioning problems
- Inoperative smoke detectors
- Faulty appliances provided by Fat Tail Holdings LLC
- Roof leaks
- Broken windows and doors
- Fence damage
- Malfunctioning sprinklers
- Any other necessary repairs or unsafe condition
- Major pest control items such as bees, cockroaches, rats, termites or other major infestations

#### **NON-EMERGENCY REPAIR PROCEDURE:**

- Phone notification: call Fat Tail Holdings LLC at (843)795-4461. If the phone is answered, inform the party answering the phone you are requesting maintenance. If the call is unanswered, leave a complete message, including contact information and availability. If it is after hours, be sure to follow up during daytime hours in the event the voicemail system fails, or you inadvertently fail to record your message.
- Web or email notification of repair request: You may use your tenant portal or our website at [www.phillyspaces.com](http://www.phillyspaces.com) to complete a work order. You can also email [sdr@fattailholdings.com](mailto:sdr@fattailholdings.com)
- Fat Tail Holdings LLC will assign a vendor to contact you. Fat Tail Holdings LLC does not give vendors keys to the residences. Vendors are required to make appointments with tenants. Fat Tail Holdings LLC will not release keys to vendors unless the tenant provides authorization.
- Remember, this is a NON-EMERGENCY item and the vendor may not be able to make an appointment immediately.
- Failure on your part to keep any pre-arranged appointment can mean a charge to you. Therefore, be certain to call the office as soon as possible if you are unable to make the appointment.
- If you do not hear from the vendor within 3 business days, call the office. A staff member will contact the vendor to find out the cause of the delay, and then inform you when a vendor contact can be expected.
- After a repair has taken place, if you have problems, call Fat Tail Holdings LLC and state you had a recent repair but there is still a problem. **Recent repair means within the last 60 days, for pest control work it means within 30 days.** If you fail to report this and there is further damage, you may be responsible for the cost of the damage.

#### **MAINTENANCE DON'TS**

- Do NOT wash draperies
- Do NOT perform electrical work (this does not include changing light bulbs or batteries).
- Do NOT mar, deface, or change walls, woodwork, flooring, landscaping of the property without prior permission from Landlord or Landlord's Agent.
- Do NOT perform repairs unless authorized by Fat Tail Holdings LLC or outlined in this guideline
- Do NOT deduct any unauthorized or pre-authorized maintenance expense from rent. If Fat Tail Holdings LLC authorizes you to perform any maintenance, you must submit ALL receipts for reimbursement.

## **EMERGENCY AND DISASTER PROCEDURES**

Happily, there are few true emergencies. An emergency is a life-threatening situation such as a fire, flood and/or uncontrollable water, electrical sparks, smell of gas, etc. A maintenance emergency is any situation that would endanger you or anyone else, the community, your home, and/or your belongings.

For Emergencies, please follow the procedures outlined below. If you are required to leave a message, be sure to include your complete contact information, details of the nature of the emergency, and access instructions. When calls come in after hours, Fat Tail Holdings LLC staff do not always answer the phone. However, someone will be checking your message immediately. For a non-emergency, leave a message on the office phone, Fat Tail Holdings LLC will return your call on the next business day.

- Emergencies causing immediate danger, such as fire: call 911
- Emergencies involving gas: call the gas company and, if necessary, 911
- Emergencies involving IMMEDIATE electrical danger (downed wire): call the utility service. If the problem is with a specific appliance in your home turn off the appliance and the breaker to that appliance.
- Emergencies such as backed-up plumbing or flooding: call Fat Tail Holdings LLC 267-460-6186 If you cannot reach the office, cell phone numbers for all staff members have been provided on page one of this handbook. If you are unable to reach any representative of Fat Tail Holdings LLC, call your water company to have the water turned off. Cleanup will be dealt with on a priority basis.
- Heat is NOT an emergency - however, this is a priority item and Fat Tail Holdings LLC will make it a priority with vendors to have the heat working as soon as is possible.
- Air conditioning is not an emergency

## MOVING OUT

**LEASE TERMINATION:** The lease may be terminated by either party (tenant or landlord) at the end of initial lease term. The tenant is responsible for giving a 30-day written notice on or before the first of the month of the lease expiration. For example, if the lease were to expire on March 31, notice must be received by March 1. If you provide notice at a different time it will run through to the end of the next month. For example, Notice given March 15th. Tenant will be required to pay through April 30th unless a tenant is found to replace the current tenant. Notice has to have signatures from all tenants. All notices should be in writing and can be sent by regular mail, fax or email, or hand delivered

### **MARKETING DURING NOTICE PERIOD:**

If the proper notice has been given for non-renewal of the lease, the property is eligible to be marketed as 'For Rent' or 'For Sale'. A phone call, text, or email to the tenant 24 hours in advance will be considered proper notice to show the property. If tenant cannot be reached, a message on his/her voicemail will be considered proper notice. The tenant is expected to have the property in good showing condition (clean and free of debris, both in and outside the home). The tenant cannot put off the showing of the home. As soon as the tenant is in agreement or awareness that a showing will occur, Fat Tail Holdings LLC may set up multiple person showings at 15-minute increments. If the tenant is unable to be home during the showing, Fat Tail Holdings LLC will ensure that all showings are overseen by a licensed real estate professional. Fat Tail Holdings LLC will make reasonable accommodations upon tenant request to limit showing to certain times or days of the week. If tenant refuses showings, Fat Tail Holdings LLC could charge them for lost rent due to not being able to show the home as required by the lease.

**CARPET CLEANING:** The tenant will be responsible for have the carpets professionally cleaned at move out. . DO NOT rent machines, use home cleaning machines, or employ chemical cleaning companies. Only professional cleaning is accepted. If there is damage to the carpet or it has not been properly cleaned it will be at the tenant's expense. Fat Tail Holdings LLC will be happy to provide you with the contact information for approved carpet cleaners. If you hire another carpet cleaner, the carpet cleaner must guarantee the work to the satisfaction of Fat Tail Holdings LLC, and a receipt is required prior to the move-out inspection. If the cleaning is not satisfactory, regardless of receipt, Fat Tail Holdings LLC will have the carpets re-cleaned at the tenant's expense.

Tenants please note: Fat Tail Holdings LLC will not reimburse for any carpet cleaning contracted by tenants. If you have pets, the carpet must also be checked for Pet Urine and proof of an inspection and any treatment shall be provided Fat Tail Holdings LLC upon move out. Absence of this documentation, Fat Tail Holdings LLC will conduct such inspections and treatments as needed.

## PREPARING THE PROPERTY FOR INSPECTION

- **Cleaning:** The property needs to be thoroughly clean throughout the interior and the exterior. This includes, but is by no means limited to, vinyl, wood, or tile floors, windows( inside and out), window sills and door casings, mini-blinds, wiping out drawers and shelves, appliances, sinks, toilets, bathtubs, showers, vanities, light fixtures, fireplaces, removal of cobwebs inside and out, etc. “ Normal wear and tear” does not in any way pertain to the cleanliness of a property.
- **Replacement of worn items:** Replace light bulbs, filters, smoke detector batteries, and doorstops. These items must be in place and working properly to avoid charges. Change the filter just before you vacate the property.
- **Landscape:** The outside area is to be neatly mowed, trimmed, pruned, fertilized, and watered for outside areas that apply in your rental contract. Remove all trash, debris, and grease. Pick up any animal droppings whether you have an animal or not.
- **Trash :** If you have trash that exceeds the normal pickup, you are to arrange to have it hauled away at your expense. Place all other trash within the appropriate trash receptacles for normal trash removal.
- **Painting:** We request that you do not spackle, putty, or touch up paint unless sure the paint will match. Charges can occur if unnecessary painting is required due to tenant painting. Charges for painting depend on whether it exceeds normal wear and tear, and the length of tenancy.

**MOVE-OUT INSPECTION:** The tenant is welcome to be present at the move out inspection. However, it is the responsibility of the tenant to notify Fat Tail Holdings LLC that he wishes to be present for the inspection. The tenant will then be notified of the approximate time of the inspection. If tenant does not want to be present or fails to show up at the scheduled time, our inspection report will be final and the tenant will not be allowed back onto the property to correct any defects.

## SECURITY DEPOSIT INFORMATION AND RETURN

**The security deposit may not be used as the last month’s rent. Any outstanding rent monies due at time of move out will be charged a late fee and a court fee.**

**In case of roommates, security deposit will be distributed to one address with all tenants listed on the check. Tenants may provide to us written notice if the deposit should be distributed differently (ie in just one person’s name) If the tenants would like Fat Tail Holdings LLC to issue multiple checks in an individual’s name with a portion of the deposit, a service fee of \$75 will be assessed.**

The following are the general requirements for a full refund of your deposit. Please note that this is provided as guideline purposes only and does not in any way guarantee a refund of the security deposit. It is impossible to cover all eventualities in a handbook. In order to have the best chance of receiving the security deposit back in full, the tenant will address the following:

- Clean and repair the premises
- Follow the move-out procedures.
- Ensure all walls are clean and unmarred. (Homes are NOT automatically repainted between tenancies)

- Pay all charges and rents due.
- Remove all debris, rubbish and items from the premises. Tenant will be liable for continued payment of rent until all belongings are removed from the property).
- Provide a forwarding residential address and telephone number. A work address is not acceptable.
- Have an acceptable move-out inspection report.