

## Move Out Instructions

We are sorry to see that your stay with us will be ending soon. Real Property Management Express wants their residents to have a smooth transition when moving out of a property. In order to accomplish this, we have provided instructions for the proper move out procedure. We know you will have a lot to keep track of during this transition. We hope this will make it clearer and organized for you. If you do have any questions, please call us at 605.274.7373.

### Proper Notice of Intent to Vacate

Residents are required to give a 30-day notice prior to vacating the property. All termination notices must be in writing and addressed to Real Property Management Express. **NO** verbal notices will be binding. Please fill out the attached "Intent to Vacate" Form in its entirety and return to our office. This is your formal notice that you are vacating the property. If you vacate the property prior to the end of the lease term, you will still be responsible for the rent during the remaining term of the lease. However, we will do our best to lease the property. Please contact us for further details.

### Cancelling Utility/ Optional Services

- Residents are responsible to call and stop services in your name for any utility services. Do **NOT** have utility services disconnected or discontinued; doing so may result in damages to the property, in which you will be held responsible. Services should be transferred back into the owner's name.
- Be sure to make your final trash pick-up arrangements. Do not leave un-bagged trash for pickup.
- You will also need to have your mail forward by the United States Postal Service.

### Cleaning Specifications

Please use the attached "Cleaning Guide" to make sure that the property is clean and in the property condition so that we can conduct a move-out inspection and authorize the release of your security deposit. We have the final responsibility for determining "Normal Wear and Tear". Any repairs or maintenance items that are necessary so that the premises are in the identical condition as in the pre-occupancy inspection are the responsibility of the Resident(s). The cost of these repairs, maintenance items, re-inspection fees, and administrative fees will be deducted from the Security Deposit.

#### *What is Ordinary Wear and Tear?*

Typical definition of ordinary wear and tear is "That deterioration which occurs based upon the use of which the rental unit is intended and without negligence, carelessness, accident, or misuse, or abuse of the premises or contents by the tenant or members of his household, or their invitees or guests." In other words, ordinary wear and tear is the natural and gradual deterioration of the apartment over time, which results from a tenant's normal use of the apartment.

For example, the carpeting in an apartment, or even the paint on the walls, wears out in the normal course of living. Carpets become threadbare, and paint peels and cracks. Even the most responsible tenant can't prevent the aging process, and a court won't make the tenant pay for damages resulting from that process. Also, a court won't hold a tenant responsible for damage arising from using the apartment in a normal way.

#### *What is NOT Ordinary Wear and Tear?*

A landlord can make a tenant pay for damages if the tenant helped the aging process along or didn't use the apartment in a normal way. A carpet worn from people walking on it is something you have to expect. But a tenant who cuts a hole in the carpet or spills paint on it may be held responsible for the damage. How can you tell what is and isn't ordinary wear and tear? There are four basic types of damages caused by a tenant that aren't considered ordinary wear and tear. They are:

- **Negligence.** If a tenant does something carelessly that the tenant should have known would cause damage or if the tenant failed to do something that the tenant reasonably should have done to prevent damage, that's negligence. In short, did the tenant act prudently to preserve the property?

- **Failure to Warn.** Another form of negligence is where the tenant fails to take steps that could prevent damage to the apartment. Even the reasonable wear and tear exception shouldn't insulate a tenant from responsibility if the tenant fails to let the management know when something goes wrong in the apartment that might later result in worse damage. For example, if a window pane is cracked because of a faulty foundation, that's not the tenant's fault. But if the tenant doesn't tell the management that the crack is letting in water and the carpet below the window gets water damaged, the management may be able to argue that this extra damage was caused by the tenant's failure to inform the management of the problem.
- **Abuse/Misuse.** If the tenant knowingly or deliberately mistreats the property, or uses it for the wrong purposes, the damage the tenant causes isn't ordinary wear and tear - it's abuse or misuse. For example, did the tenant slide furniture over an unprotected floor, causing gouges? Or did the tenant discolor the bathtub by using it to dye fabrics? Was the tenant an artist who failed to cover the floor as the tenant painted, leaving permanent stains on the carpet? Did the tenant paint the walls of the apartment black?
- **Accident.** Sometimes damage occurs by mistake. The tenant party guest drops a drink on the new carpet, staining it. The tenant drops a heavy planter and cracks the tile floor. Or the tenant's cleaning the light and the fixture falls and breaks. Or the tenant accidentally leaves the bathtub faucet on, flooding part of the apartment and staining wood floors and carpeting. Even though the tenant didn't purposely damage your property, the management will be able to withhold the cost of repair from the security deposit.

### **Final Assessment**

A final assessment will be done only after all your personal property has been removed and you have cleaned the property. We consider you still living at the property until the keys are turned into our office, along with a copy of a receipt from a **professional carpet company** for cleaning the carpets at the property. **DO NOT** leave the keys or garage openers at the property. You will not be able to re-enter the property after all the keys have been turned into the office.

If you would like us to come out to the property before you have turned in keys to do a brief assessment and note items that would need to be addressed, we are happy to do this at the rate of \$95+tax 2 days before the scheduled move out. The property must be completely empty and cleaned to the best of your ability before the brief assessment. Please contact our office for further details.

### **Vacating and Checking Out**

You are expected to complete your moving and return the keys by **12:00pm** on the day your lease expires or the date given in the aforementioned "Notice to Vacate" form in order to avoid any scheduling problems or additional rent charges. The Leased Premises **MUST** be empty of ALL personal belongings, in **ABSOLUTE** clean condition as described above and all keys and garage door openers turned into our office. Anything left behind shall be regarded as abandoned and may be destroyed, hauled away or otherwise disposed of at **YOUR** expense.

### **Charges**

Charges will be assessed for damages that have occurred during the stay in the rental property and any cleaning expenses after move out. In addition to repairs and cleaning, there is a re-inspection fee of \$75 +tax that you will be charged if we have to make any additional trips to the property to resolve any items that were your responsibility. The total charges will be deducted from the security deposit. Items that exceed the security deposit must be paid promptly.

### **Security Deposit**

Your security deposit refund and/or statement of the disposition of funds will be mailed to your forwarding address (or your last known address, if no forwarding address is/has been provided) within 45 days of when the keys and garage door openers are returned to our office. The better the condition of the property when you vacate, the faster that we can get the security deposit sent to you.

*Thank you for allowing us to provide for your housing needs. Real Property Management Express prides itself in being the best Property Management Company in the Sioux Falls Area. If we may be of service in the future, please do not hesitate to contact us.*