



Tenant
Handbook

www.decarealty.com

314-631-3306

Thank you for renting from Deca Realty Company (Deca)! We sincerely appreciate you placing trust in our company to serve your housing needs. We know you have many options so we don't take your trust lightly.

Deca has been locally owned since 1990, with the primary goal of providing amazing customer service, to both owners and tenants in an honest and ethical manner. We know that both parties have certain expectations and needs and we will do our best to ensure that these needs are met.

Deca does not own any real estate, we only manage properties owned by others and we have a fiduciary responsibility to represent the interests of the Owner. They hire us and expect us to manage their real estate in a professional manner.

The initial focus for our tenants is to ensure that you receive a clean property in good condition with all features of the property functioning properly. If you have any issues upon moving in, please let us know so that we can make it right.

The rest of this handbook contains issues that could affect you during your lease period. We recommend that you read it thoroughly. Although courtesy and consideration of one's neighbors is always a good substitute for rules, the following guidelines should be helpful in maintain the satisfaction of all tenants. This handbook is not a contract (please refer to your lease for that) but just a guide to help you understand your responsibilities as a tenant.

Your Property Manager's

James J. Young * Marty S. Carr * Angela Velazquez

Office Hours: Monday – Friday 8:30am - 4:30pm

The office is closed Saturday and Sunday

A/C & FURNACE SERVICE AND MAINTENANCE

Dirty furnace filters cause the HVAC unit to work less efficiently, which will result in higher energy bills for you. For your benefit, we ask that you change your furnace filter every three months. Some furnaces do not provide easy access for filter changes. Please contact your property manager, if this is the case.

CHANGES TO YOUR HOUSE OR APARTMENT

Any changes to your house or apartment must be approved by Deca. If you want to paint the walls, add a satellite dish, or make any other change please contact your property manager.

CLEANING

Please keep common areas clean at all times. These areas include the exterior of your apartment, hallways, and the basement.

INSURANCE FOR TENANTS (Renters Insurance)

Renters insurance is very important and is something that every tenant should purchase. Owner's insurance will cover the main structure itself but will not cover ANY contents within the house that you own (your clothes, television, stereo, washing machine, etc.). Typically policies cost between \$100 and \$200 per year. Should you decide against it, you do so at your own risk!

INSPECTIONS

Deca performs at least one inspection on your house or apartment every year. We will notify you in advance and make arrangements so that you are present, if you desire. Our goal with these inspections is to make sure the property is being taken care of and that there are no big problems. Owners expect us to “look after” their property and this can only be done if we have the ability to look at the inside of the property.

The main things we are looking for are as follows:

- The exterior of the house or apartment is clear of debris and excessive “stuff” (meaning, no broken down vehicles, no dangerous chemicals, no cars parked on grass).
- The grass is being watered and flower gardens are free of weeds.
- The interior’s carpet is clean and not being damaged prematurely. Carpet should last at least 5-7 years (higher quality can last 10+ years) so it should remain in excellent condition for at least the first 2-3 years from when it was installed.
- Interior walls are kept in good condition.
- No excessive trash is found within the house or apartment.

If there is a major issue with any of the above, you will receive a “cure letter” which demands that you correct the issue. The language in it is very harsh but is required by law. If you correct the issue quickly, there are no further issues and the problem ends right there.

LEASE RENEWALS

Your lease will automatically roll into a month-to-month lease if you do not renew it upon expiration. Our staff will contact you to give you the option to renew the lease approximately 45 days before it expires.

FOR BOTH ONE YEAR LEASES AND MONTH-TO-MONTH LEASES THE TENANT IS REQUIRED TO GIVE **ONE FULL RENTAL PERIODS NOTICE** PRIOR TO VACATING. A RENTAL PERIOD BEGINS THE DAY THAT YOUR RENT IS DUE. FOR EXAMPLE, IF YOUR RENT IS DUE ON THE FIRST OF THE MONTH THEN YOUR RENTAL PERIOD IS FROM THE FIRST DAY OF THE MONTH TO THE LAST DAY OF THE MONTH, THEREFORE YOUR NOTICE MUST BE GIVEN PRIOR TO THE FIRST OF THE MONTH IN WHICH YOU WILL BE MOVING.

KEYS / LOCKED OUT?

If for any reason you get locked out of your apartment or house and a property manager has to open the house, there will be a \$75.00 charge during regular business hours (Monday – Friday 8:30 am – 4:30 pm) and \$150.00 for after hours and weekends/holidays. If you request a complete lock change, the fee is \$35.00 per lock and \$42.00 an hour for labor. After hours, charges will double.

MOVE-IN ORIENTATION

We perform our own walk through of your new house or apartment just prior to you moving in. Our goal is to make sure that everything is in working condition and clean. Pictures are taken by us and we do our own punch list of work that needs to be done. We ask that you do your own inspection of the property upon moving in and let us know if you find any problems. Our expectation is that the house or apartment looks just as good, if not better, when you move out.

SECURITY DEPOSIT

At the time of signing the Lease, Tenant must make a security deposit. This security deposit will be held by owner, unless stated otherwise, without interest, to cover any loss or damage caused by tenant or tenant's guest or invitees, to the premises. This security deposit may not be used by tenant to pay all or any part of the rental payment owed by tenant under this Lease. Charges, if any will be deducted from the security deposit, and the balance will be mailed to the forwarding address given at the time keys were turned in. Missouri State Law requires your security deposit determination to be mailed within 30 days of the termination of the tenancy.

UTILITES

Tenant shall bear full responsibility to pay for all utility services for the Premises, including but not limited to gas, electric, cable, internet and telephone service.

PETS

Pets are not allowed without the written consent of your property manager. This written consent is a pet addendum and normally requires a nonrefundable pet fee but can also include pet rent in which you pay a monthly fee for the right to have a pet.

QUIET TIME

Deca asks that all tenants respect the privacy of others and observe quiet time between the hours of 11 pm and 8 am. All tenants have the right to quite enjoyment of their residence so this rule is strictly enforced.

RENT & LATE PAYMENTS

Rent is due on the first of each month. Deca makes it easy to pay your rent by offering multiple options:

- Sign up for direct withdraw from your checking account (ACH)
- Mail or bring your rent to our office
- Pay by credit card (additional fees apply)
- Paying rent on your tenant portal

Deca allows a grace period of 5 days before we assess a late fee. Deca does not tolerate tenants who are not up to date with rent payments. Eviction is one of the few options we have to make sure we have paying tenants in our units. It is also our policy to turn tenants over to our attorney to file a lawsuit to collect past due rents. This remains on the tenant's credit report until Deca gets paid in full (this includes late fees and attorney fees).

CHECKS RETURNED BY YOUR BANK AS "NOT PAID" FOR ANY REASON WILL BE SUBJECT TO A \$25.00 CHARGE. THE RENT SHALL BE DECLARED OWING FROM THE DATE FIRST DUE AND ALL LATE CHARGES SHALL BE ENFORCED.

MAINTENANCE REQUESTS & REPAIRS

Deca holds our maintenance staff and contractors to a high standard and we expect a high level of expertise and performance.

Listed below are a sampling of issues that we have faced in the past with an explanation on how we will handle the various situations

- If the repair need requires urgency (water leaking from the ceiling, flooding, etc.) you should call us immediately. During working hours please talk with the property manager's assistant and they will be able to assist you. After hours please leave a message on our emergency line. The property manager on-call will make contact with you as soon as possible. The after hour

emergency line is for true emergencies. Your toilet running does not warrant a call at 3 am. If you call the emergency line after business hours for an Air Conditioner or Furnace not working we follow an "80/40" guideline. In the summer months we will do our best to dispatch a maintenance person after hours if the external temperature is going to be exceeding 80 degrees. During the winter months we will dispatch our maintenance men after hours if the temperature is going to be below 40 degrees. The on call manager will not have staff after 9pm to dispatch for HVAC related issues. If a call comes in after 9pm the next available technician will be dispatched the following day. This policy is dependent on the circumstances, the availability of maintenance staff, and the discretion of the on-call manager.

- When you have a non-emergency repair need, please call Deca during working hours (Monday through Friday 8:30 am to 4:30 pm). Our first order of business is to obtain permission from the owner before any work can be done. Remember, we do not own your property and cannot authorize work on it without the owner's permission. Our contract with the owner requires permission if a repair is \$100 or more. Our staff will make every attempt to contact the owner in a prompt manner.
- Deca's maintenance staff and all subcontractors are expected to adhere to strict professional standards. We expect them to provide quality service and work hard to finish projects. Part of our expectation is that they show up on time when an appointment is made. If you have any issues with the quality of our work, please contact your property manager.

- If we schedule a time with our contractor to be at your house or apartment, please be sure to be there to allow them in. If you are unsure if the person was sent by Deca, please call the office. Do not let anyone in your apartment without verifying that they are employed or sent by Deca. Error on the side of caution – call our office. All of our employees and contractors carry phones and can be reached by our staff.
- If you prevent Deca employees or subcontractors from accessing and/or you fail to show up for an appointment, the contractor will charge us for a trip fee which we then have to pass on to you.
- Tenants many times want to be at home when the maintenance staff or contractor arrives to perform a repair. While we want to accommodate your request to be there, we can't always make that happen. Our lease states if you cannot be there, we are allowed to let the contractor in the house or apartment and maintenance may enter using our duplicate key. Nonetheless, we understand your apprehension and will always try our best to accommodate you but in the end, if a repair needs to be done to protect the house or apartment, we will have to access the house or apartment with or without you

RESPECT YOUR NEIGHBOR

Please do not congregate, lounge, play, sit or obstruct any entrances, stairs or porches. In addition, please refrain from consuming alcoholic beverages from your front porch or yard area.

SMOKE DETECTORS

All units are required to have working smoke detectors. Please check your detectors monthly and change the batteries at least twice a year. This is a major safety issue and the burden is on the tenant to monitor and keep smoke detectors in working order through the duration of the lease. Many tenants remove smoke alarms if they chirp or go off during cooking. Please do not do this, as it is well known that smoke alarms save lives.

VACANCY NOTICE

When you decide that you are not going to renew your lease, we require that you provide a legal one months notice which means notice prior to the date that your last month's rent is due. Some leases require longer notices so please make sure you are familiar with your lease. Please note, you must complete your current lease before you can provide notice to vacate without penalty. In certain situations, you will not be given a renewal option. In this case, you will be given a notice to vacate at the end of your lease.

Should you provide notice to vacate or if we do not renew your lease, we have specific things that we request you to do prior to vacating. We want you to put the house or apartment back to almost the same condition in which you received it. We have had many tenants state upon vacating that they thought normal wear & tear was allowed and thus the condition they were leaving it applied to that theory. The problem is, the definition of "normal wear & tear" is very subjective. We believe (and our theory has been tried in court) that minimal marks on the wall, minimal stains, and minimal damage elsewhere constitute normal wear & tear. If you have extensive damage to walls and the carpets are beyond cleaning, you will be charged. It's best to discuss with us a plan of action upon your vacating.

We expect you to return keys to us with the house or apartment in "turnkey" condition on the last day of your lease. Once you return keys

to us, we will inspect and determine if there are any issues remaining. If not, we process the deposit and will return to you within the LEGALLY REQUIRED TIME of 30 days. But if there are damages caused by you, you are legally required to reimburse the owner for those repairs. If you disagree this after you receive the report, you will need to send us, via certified mail, a letter stating why you object. We recommend that you include pictures of the house or apartment when you moved in so you cannot just tell us, but show us your perspective. We promise to review it carefully and consider if any additional refund is warranted.

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