



# Tenant Handbook



## **Table of Contents**

- I. Welcome Letter**
- II. Policies and Regulations**
- III. Rental Payments**
  - A. Payment System**
  - B. Fees**
- IV. Change in Tenant(s)**
  - A. 30 Day Notice**
  - B. Pets**
- V. Property Maintenance**
  - A. Preventative Maintenance Tips**
  - B. Maintenance Services**
  - C. Renovations/Alterations**
  - D. Care of Property**
- VI. Emergency Procedures**
  - A. Fire**
  - B. Flood/Severe Weather**
  - C. Tornadoes/Hurricanes**
- VIII. Important Contact Information**

# EMPIRE REALTY & MANAGEMENT SERVICES WELCOMES YOU

Empire Realty & Management Services, Inc. would like to take this time to welcome you as a new resident. To achieve a successful tenant/management relationship, we prepared this tenant handbook to assist you with your tenancy. We recommend that you keep it in a convenient location so that you can refer to it easily. You will find maintenance guidelines, policies and regulations, other general information, and more. The owner of the property has retained our firm as their property Management Company and representative to manage your home. Therefore, you need to contact us when you need assistance. Our contact information is listed below.

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

## Property Manager Information

**Rose Soto.....Owner/Broker.....407-483-7987**  
**Email: [rose@empirerealtymanagement.com](mailto:rose@empirerealtymanagement.com)**

## Office Information

**Mailing address:** 219 N. John Young Parkway, Kissimmee, FL 34741

**Phone:** 407-483-7987

**Fax:** 407-483-7988

**Emergency Line:** 321-236-1176

**Website:** [www.empirerealtymanagement.com](http://www.empirerealtymanagement.com)

**Office Hours:** Monday—Friday 9:00 AM to 5:00 PM (All visitors must make an appointment)

**Weekends:** By Appointment Only

# Policies and Regulations

**Guests** - Tenant is responsible for their own proper conduct and that of all their guests, including the responsibility for understanding and observing all policies and rules.

**Noise** - While the Premises are well constructed, they are not completely soundproof and reasonable consideration for neighbors is important. Either inside or outside of the Premises, no tenant or their guest shall use, or allow to be used, any sound emitting device at a sound level that may annoy, disturb or otherwise interfere with the rights, comforts or conveniences of other tenants or neighbors. Particular care must be taken between the hours of 9:00pm and 9:00am.

**Parking** - No vehicle belonging to a Tenant shall be parked in such a manner as to impede passage in the street or to prevent access to the property. Tenant shall only use assigned and designated parking spaces (if applicable). Tenant shall ensure that all posted handicap, fire zones or other no parking areas remain clear of vehicles at all times. Vehicles parked in unauthorized areas or in another tenant's designated parking space may be towed away at the vehicle owner's expense. Vehicles may not be backed in and repairs and maintenance of any sort are not allowed on the premises. All vehicles must be currently registered and in operative condition. No trucks, commercial vehicles, recreational vehicles, motorcycles, bicycles, boats, or trailers are allowed anywhere on the Premises without advance written approval of the Owner. All vehicles must be parked properly between the lines of the parking space. Tenant shall ensure that their guests abide by all of these parking policies and rules.

**Patios/Balconies and Entry areas** - Patios/balconies and entry areas are restricted to patio type furniture and are to be kept clean and orderly. No barbeques or similar cooking devices may be used on the Premises without advance written approval. No items may be hung from the Premises at anytime and all entryways and walkways must be kept free from items that could be a hazard. Owner reserves the right to require that items that detract from the appearance of the Premises be removed immediately upon request. No unauthorized storage is allowed at any time.

**Wall Hangings** – Pictures may be hung on a thin nail. Mirrors, wall units, hanging wall or light fixtures, etc. need special attention and professional installation. Please contact the Owner for approval in advance as damage to the Premises will be the responsibility of the Tenant.

**Trash** – Tenant is responsible for keeping the inside and outside of the Premises clean, sanitary and free from objectionable odors at all times. Tenant shall ensure that all trash, papers, cigarette butts and similar items are sealed in trash bags and placed in appropriate receptacles. No trash or other materials shall be allowed to accumulate so as to cause a hazard or be in violation of any health, fire or safety ordinance or regulation. Tenant shall refrain from disposing of any combustible or hazardous material and all trash shall be disposed of routinely per the local trash collection procedures.

**Animals or Pets** – No animals or pets may be kept or are allowed on the Premises by the Tenant or their guests unless the Tenant and Owner have approved an Animal Agreement in advance.

**Maintenance** – Tenant agrees to promptly notify Management of any items requiring repair at the Premises. Requests for repairs or maintenance should be made by contacting the Management Company or their agent during normal business hours, when possible (or make the request online). Emergencies involving any immediate health and safety matter should be handled by the appropriate governmental agency (Police, fire, paramedic) and the Management Company shall be contacted as soon as practical thereafter. Costs for any repairs, including repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by the negligence of the Tenant or their guests are the responsibility of the Tenant.

**Negligent Actions**-Tenant shall exercise responsible behavior to avoid and prevent damages due to negligent behavior. Any expenses for negligent actions by tenant shall be at the expense of the tenant or can be deducted from the security deposit.

**Inclement Weather** – Tenant shall close all windows, doors and other building openings tightly when leaving the Premises to prevent damage from the elements to the Premises. When tenant will be away from the Premises during the summer season, the thermostat shall be placed at a minimum of 82 degrees to avoid damage to the central air conditioning unit.

**Keys** – If you lose your key and need a new one there will be a minimum replacement charge of \$50.00 during normal business hours for the first request. Subsequent requests or after-hours lockout service will be handled at a charge of \$100.00.

**Key Release** – Management will not give a key to the Premises to anyone unless their name is on the rental agreement or Tenant has provided Management in advance with a written key release request. This is for the Tenant's protection, so if you are expecting guests or relatives, please be sure they will have access to the Premises.

**Window treatments** – Tenant is not allowed to make any alterations to the existing window coverings without the advance written approval of the Management. Only white or neutral color window treatments will be allowed and Tenant shall refrain from using aluminum foil or any other material visible from the exterior of the Premises.

**Insurance** – The Owner's insurance coverage offers no protection for your personal property or any liability claims against the Tenant. The Tenant should obtain Renter's Insurance coverage for fire, water, wind, vandalism, theft, earthquake, hurricane, tornado or other damage. This includes your vehicles, furnishings, and all other personal property.

**Right to Enter** – Owner reserves the right to enter the Premises with 24 hours notice with or without the Tenant's permission at any reasonable hour for any lawful reason or without notice in the event of an emergency.

**Safety/Security** – Safety and security is the sole responsibility of each Tenant and their guests. Owner or their agent assumes no responsibility or liability, unless otherwise provided by law, for the safety or security of the Tenant or their guests, or for injury caused by the criminal acts of other persons. Tenant should ensure that all doors and windows are locked at all times and Tenant must immediately notify Owner if any locks become inoperative. Tenant should turn off all appliances when departing from the premises and notify Owner when leaving for an extended period. **NO SMOKING IS PERMITTED IN THE PREMISES, THIS IS A VIOLATION OF YOUR LEASE AGREEMENT.**

# Paying Rent



- Rent is due on the 1st of each month. It is considered late when received after 5pm on the 5<sup>th</sup> of each month (you have up to midnight on the 5<sup>th</sup> of the month if you decide to pay online).
- Rent may be paid by personal check, cashier's check or money order. We do not accept cash or post-dated checks or via online at [www.empirerealtymanagement.com](http://www.empirerealtymanagement.com) – tenant login
- Make checks/money orders payable to: **Empire Realty & Mgmt Services**
- We do not accept rent checks from anyone not on the lease.
- Please keep all receipts and records of your rental payments (just in case your rent gets lost in the mail).

## Fees



We want to review and clarify our fee structure with you. Contact us if you have any questions.

**Late Fee = 10%** (this is charged when your rent is not received by the 5<sup>th</sup> day of the month). If rent is late, the late fees will be incurred from the 6<sup>th</sup> of the month (i.e. If you pay rent on the 6<sup>th</sup>, you will have a balance of 10% of the rental amount in late fees).

**Delivery Fee - \$25.00** (this is charged as a delivery fee for delivering a 3-day notice)

**Return Check Fee = \$50** (this is charged for a check returned by your bank for any reason).

## Change in Tenant(s)



**Adding a new tenant:** Before a new person moves into the property, they are required to complete an application and pay the \$50 Application fee and be approved by our office. They must meet our company rental criteria and all tenants (including current roommates) must sign an addendum to add the new tenant to the lease. Any individuals living on the property without being on the lease will cause the tenants to get a lease violation.

**Removing a Lessee:** If you have a Lessee wanting to move out, a 30 day notice to vacate form must be submitted to our office. If a lease for a term is still in effect, he/she will be legally responsible until that term expires and cannot be removed from the Lease until the Lease renewal.

## 45 Day Notice

When you decide to move out, we want you to be prepared. We require our tenants to give a 45 day notice prior to moving.

- You can log onto our website at: [www.empirerealtymanagement.com](http://www.empirerealtymanagement.com) and download the *45 day notice to vacate* form. Fill it out and sign it, then send it back to our office. The notice must be signed by all tenants living at the home. You can mail it to our office or fax it to: 407-483-7988. The 30 days begins on the day we receive it in our office. We will advise when we have received it in the office.
- It is the responsibility of the tenant contact the property manager to schedule a move out inspection. All keys must be delivered to the property manager or mailed to our office. Garage door remotes can be left in the kitchen. You can go to [www.empirerealtymanagement.com](http://www.empirerealtymanagement.com) to obtain a move-out procedures form.

# Pets



If you have a pet at the time you sign the lease, we need a picture of your pet to put in your file. Not all properties allow pets so if you **add** a pet to your family; contact our office for prior approval. You will be required to fill out the *Pet Agreement* form on the pet, and if approved, pay an additional refundable security deposit.

- The pet security deposit is a onetime/non refundable fee of \$350.00
- The following pets will not be accepted under any circumstances: GERMAN SHEPHERDS, DOBERMANS, PITBULLS, CHOW, OR ROWEILLERS.
- Pets over 40 lbs must be approved by landlord/owner.
- If pets are located on the property without a pet agreement in place, the tenant(s) will receive a lease violation and all pets must be removed within 72 hours or until a pet agreement is signed and a pet deposit is paid.



# Preventative Maintenance Tips

- 1. Periodically check for leaks.** Identifying and fixing a water leak early means avoiding the chances of mold growth, ceiling, and wall damage. Check around windows, doors, sinks, showers, toilets, and water heaters in your units for signs of leakage. Look for water pockets on the walls and ceiling, especially after rainstorms or when the snow has started to melt. If you find signs of possible leakage, contact your property manager.
- 2. Look for areas that need re-caulked or re-grouted.** Regular use of bathroom and kitchen surfaces can result in cracks and loose tiles. Re-sealing these areas around the tub, sink, and tiles will prevent water from getting into and damaging the walls and floors.
- 3. Replace the air filters.** Waiting for your air duct to get clogged and hiring a professional to clean it is costly and inconvenient. This can be avoided by replacing the filter in your central air or heating system every 3-4 months.
- 4. Regularly test smoke and carbon monoxide detectors.** A smoke or carbon monoxide detector that doesn't go off in an emergency could be very dangerous. Periodically check the batteries. If there is an issue with a device, contact your property manager so the issue can be resolved.
- 5. Report maintenance issues in a timely fashion.** Procrastinating when it comes to submitting a maintenance issue has the possibility to cause more damage to the property and it also increases your liability as a tenant.
- 6. Keep a plunger in case of a toilet overflow.** Don't wait until you toilet get clogged up to purchase a plunger. Plunging your toilet in the event that a clog occurs will drastically decrease the chances of an overflow of water damage.
- 7. Don't overload electrical breakers.** In the event that your power goes out due to a circuit overload, simply flip the breaker to re-administer power to your property. Avoid adding multiple high voltage equipment to a single outlet. In the event that you have to flip your breaker multiple times on a regular basis, contact your property manager.
- 8. Don't cook on patios or balconies.** Cooking on patios and balconies can be a potential fire hazard.
- 9. Keep sewer lines clean of non-biodegradable items.** Avoid backed up sewer lines by only flushing biodegradable items down the toilet.
- 10. Maintain open access to the water shut off valve.** In the event of a pipe breakage, turn the water valve in the off position. This will stop the water flow until a maintenance technician can properly address the problem. If you don't know where the water shut off valve is, contact your property manager.

# Maintenance Services



## **True emergency maintenance issues are items that require immediate attention!!!**

Emergency items are those that prevent you from occupying your apartment, or that are causing major damage. Examples include water leakage that cannot be controlled, major heating and cooling malfunctions in extreme weather, no water due to a plumbing problem and other major problems.

Please call the following:

- Monday through Friday, 9:00 AM – 5:00 PM: 407-483-7987 (Office Number)
- All other hours: 321-236-1176 (Emergency Contact Number)

## **Non-emergencies**

For non-emergencies, we encourage you either contact our office at 407-483-7987 or go online to [www.empirerealtymanagement.com](http://www.empirerealtymanagement.com) and submit a maintenance request under the “Tenant” tab.

We handle all non-emergencies in the order they are received and by the priority they deserve. We’ll respond to a broken stove before a dishwasher, for example; a leaky faucet before a door that’s sticking. We handle most non-emergencies within only a few days, some as quickly as the same day.

Examples of maintenance items that are not emergencies include a washer and/or dryer, dishwasher, stove or microwave isn’t working, the cable company needs to get in, your water pressure is low, etc. If you are locked during business hours, contact our office. If you get locked out after hours, contact the maintenance line.

If you submit a non-emergency to the emergency line, we will be unable to respond and it won’t be entered into the correct system until the next day.

# Renovations/Alterations

It is the policy of Empire Realty & Management that tenants do not do repairs or alterations. If you do want to make a special request for renovation or repair to the property:

- Submit your request in writing before making any changes
- Do not proceed with any work until you receive written authorization to do so.

Your property manager will consult the owner to see if the request is acceptable to them. We will then notify you in writing of their decision.

# Care of Property

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 the event power goes out
- Gas shut off valve - turn off during emergencies/disasters for safety
- GFI plug (s) - 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 the oven so you use the right products
- Time bake knobs on the oven— in the event the oven will not work, these may not be set properly.

If you need assistance with locating these items, feel free to contact our office.

# What Does Not Go Down Garbage Disposals

- Anything that is not biodegradable food
- Anything combustible
- Plastic and metal
- Bones from any animal
- Hamburger
- Spaghetti
- Bacon grease or other grease
- Egg shells
- Potato skins or large amounts of potato
- Corn cobs or husks, lettuce, asparagus and other fibrous fruits and vegetables
- Pasta and rice

# Emergency Procedure (Fire)



The following steps should be taken by occupants in the event of a fire.

1. **KEEP CALM AND USE YOUR HEAD! CALL THE FIRE DEPARTMENT - 911.**
2. Without endangering yourself or others, try to contain the fire by closing all doors in the area, **DO NOT LOCK**. This deprives the fire of oxygen and will help prevent it from spreading. If possible, try to extinguish small, isolated fires. If not, **LEAVE IMMEDIATELY, CLOSING ALL DOORS BEHIND YOU.**
3. **BEFORE OPENING ANY DOORS, FEEL THEM WITH THE BACK OF YOUR HAND. DO NOT OPEN DOOR IF HOT.** Find another exit. If the fire blocks your exit, put as many closed doors between you and the fire as possible, and call 911. Tell them which office you're in, and don't hang up the phone unless directed by the dispatcher. Place wet towels along the bottom of the door to keep smoke out.
5. **IF SMOKE BECOMES HEAVY, CRAWL.** Stay close to the floor and take short breaths. Stay calm and proceed to the doorway. Place a cloth, preferably wet, over your nose and mouth for comfort.
6. If you are in a room with windows, **DO NOT BREAK THE WINDOWS unless absolutely necessary for breathable air.** Once the window is broken, it cannot stop the penetration of smoke and gases from outside. Signal by waving a white cloth or put an "X" on the window. This will let the firefighters know you need help.
7. After exiting, move as far away from the building as possible to enable the emergency personnel to operate unhindered

# Emergency Procedure (Flooding)



Generally, there are three types of unusual weather conditions which may occur and for which extraordinary precaution should be taken: severe thunderstorm activity, or tornadoes. You can expect heavy rains, wind, and electrical activity in a thunderstorm; and winds of 75 miles per hour or greater in a tornado. The following procedures can be applied to each of these situations:

## **PROCEDURES - SEVERE WEATHER**

1. Move away from the exterior of the building.
2. As you move, try to close the doors of rooms that have windows. Also, be sure the door to your suite is closed tightly, but not locked.
3. Go to the center corridor and protect yourself by either putting your head closely to your lap or by kneeling to protect your head.
4. DO NOT go outside the building.
5. Keep your radio or television set tuned to a local station for information.
6. Do not use the telephone to get information or advice and keep calm.

Once the weather has subsided, report any damage or storm-related leaks to the property management office by calling 407-483-7987 or the emergency maintenance number at 3 2 1 - 2 3 6 - 1 1 7 6

## **FLOODING**

Flooding can occur in several ways:

1. A broken pipe.
2. Sprinkler activation.
3. An overflowing sink/toilet.
4. A storm or outside water source.

## **PROCEDURES - FLOODING**

1. If you find standing water or any leaks, notify the property management office. To minimize damage, attempt to contain or turn the water off at its source.
2. Give exact location of the leak and extent of damage. Take photographs if necessary.

## Emergency Procedure (Tornadoes or Hurricanes)



### **I. Tornadoes or Hurricanes**

Tornadoes or Hurricanes are one of nature's most frightening phenomena. With a Tornado there is no warning, if you have an emergency radio please listen for an active activity in your area. Please note: take coverage and the necessary precautions. Hurricanes can be catastrophic, please listen to any warning issues regarding hurricanes and take all the necessary precautions, make sure you have plenty of canned food along with clean water as power might become an issue for days. Be always prepared!

#### **PROCEDURES – Tornadoes/Hurricanes**

1. Try to remain calm and reassure others.
2. Move away from all shelves, cabinets, windows, and glass partitions as quickly as possible.
3. **STAY IN THE BUILDING!** Most injuries occur outside of buildings to people who are hit by falling glass and other debris.
4. If outside the building, keep away from all buildings, poles, wires, and walls. Go to a clear area where debris is not likely to fall.
5. Seek safety where you are at the time of the tornado or hurricane, and then leave calmly if evacuation is necessary.
6. Do not be surprised if the electricity goes out or if fire or burglar alarms start to ring. Expect to hear noise from breaking glass and falling objects.
7. If in a crowded public place, do not rush for a doorway since other people may have the same idea.

# Important Contact Information

**Your local utility Company**

**ADT Alarm Services 1 (866) 847 0168**

**Emergencies 911 or your local police**

**Empire Realty 407-483-7987**

**OR AFTER HOURS 321-236-1176**

\*Depending on where your property is located, you may need to contact different service providers. If you have any concerns about which companies you need to contact, feel free to contact Empire Realty & Management Services. To change your address, you can either go to the post office or fill out a "Change of Address Form" or you can do it online at <https://moversguide.usps.com>.