CL Management – Tenant Information for Move-Out – How to Protect Your Security Deposit

Please understand, the following price list are item that can potentially be charged against your security deposit after your move out. Your lease requires you to report any repairs promptly that were needed on the property during your tenancy. If the repairs were not reported and are found at move out or during the make ready process, they can become charges to you. Additionally, if you move out and have chosen to not have cleaning items done and management has to complete these items, the pricing will be higher than you could have done through the open market. We have to pay technicians, cleaning people and for services at commercial rates. It is highly suggested that these items are taken care of prior to your move out if the prices below do not seem acceptable to you. You are required to have the property professionally cleaned and all carpets professionally cleaned, then to present the receipts for both at your move-out walk through. If you neglect to schedule your move out walk through with a member of the management team, that will be considered abandonment of the property. Please make sure you leave utilities on for this appointment and that you return all keys, fobs, remotes and mailbox keys at this time.

IF YOU FAIL TO LEAVE UTILITIES ON FOR THE MOVE-OUT WALK THROUGH APPOINTMENT, THE MANAGEMENT COMPANY WILL NEED TO HAVE UTILITIES TO TURNED ON TO COMPLETE THE EVALUATION OF THE PROPERTY. THIS CONNECTION WILL OF UTILITIES WILL RESULT IN A FEE WHICH IS BILLABLE AGAINST YOUR SECURITY DEPOSIT.

- Schedule a move-out appointment at the end of tenancy with the management company.
 The tenant's failure to schedule and complete the official move-out appointment with a
 member of the management team, could result in a forfeiture of security deposit funds and
 all other applicable penalties outlined in the Texas Residential Lease Agreement.
- That all utilities must remain on for the move-out appointment so that management can properly check all appliances, fixtures and equipment.
- Provide receipts at the move-out appointment to a member of management showing the
 property has been professionally cleaned and the carpets have been professionally cleaned
 within three (1) day of the move-out appointment. (Office@classtx.com or in person)

PLEASE COMPLETE THE OFFICIAL TENANT'S LEASE NOTICE FORM FOUND AT THE FOLLOWING LINK:

Tenants Lease Notice Form

IF YOU NEED HELP WITH MOVERS, UTILITY CONNECTIONS, OR MOVING SUPPLIES PLEASE SEE THE

FOLLOWING LINK: Tenant Moving Resources

Notices about Security Deposits:

- (1) §92.108, Property Code provides that a tenant may not withhold payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent.
- (2) Bad faith violations of §92.108 may subject a tenant to liability up to 3 times the rent wrongfully withheld and the landlord's reasonable attorney's fees.
- (3) The Property Code does not obligate a landlord to return or account for the security deposit until the tenant surrenders the Property and gives the landlord a written statement of the tenant's forwarding address, after which the landlord has 30 days in which to account.
- (4) "Surrender" is defined in Paragraph 16 of this lease.
- (5) One may view the Texas Property Code at the Texas Legislature's website which, as of the date shown in the lower left-hand corner of this form, is http://www.statutes.legis.state.tx.us/.

D. <u>Deductions</u>:

- (1) Landlord may deduct reasonable charges from the security deposit for:
 - (a) damages to the Property, excluding normal wear and tear, and all reasonable costs associated to repair the Property;
 - (b) costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Property;
 - (c) unpaid or accelerated rent;
 - (d) unpaid late charges;
 - (e) unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Property as required by this Lease:
 - (f) unpaid pet charges;
 - (g) replacing unreturned keys, garage door openers, security devices, or other components;
 - (h) the removal of unauthorized locks or fixtures installed by Tenant;
 - (i) Landlord's cost to access the Property if made inaccessible by Tenant;
 - missing or burned-out light bulbs and fluorescent tubes (at the same location and of the same type and quality that are in the Property on the Commencement Date);
 - (k) packing, removing, and storing abandoned property;
 - (I) removing abandoned or illegally parked vehicles;
 - (m) costs of reletting (as defined in Paragraph 27), if Tenant is in default;
 - (n) attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Tenant;
 - (o) mailing costs associated with sending notices to Tenant for any violations of this lease;
 - (p) any other unpaid charges or fees or other items for which Tenant is responsible under this lease;
 - (q) cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord;
 - (r) damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris; and
 - (s) costs to rekey certain security devices, as provided in Paragraph 19.
- (2) If deductions exceed the security deposit, Tenant will pay to Landlord the excess within 10 days after Landlord makes written demand.

16. MOVE-OUT:

A. <u>Move-Out Condition</u>: When this lease ends, Tenant will surrender the Property in the same condition as when received, normal wear and tear excepted. Tenant will leave the Property in a clean condition free of all trash, debris, and any personal property. <u>Tenant may not abandon the Property.</u>

B. Definitions:

- (1) "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- (2) "Surrender" occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs:
 - (a) the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or
 - (b) Tenant returns keys and access devices that Landlord provided to Tenant under this lease.
- (3) "Abandonment" occurs when all of the following occur:
 - (a) all occupants have vacated the Property, in Landlord's reasonable judgment;
 - (b) Tenant is in breach of this lease by not timely paying rent; and
 - (c) Landlord has delivered written notice to Tenant, by affixing it to the inside of the main entry door or if the Landlord is prevented from entering the Property by affixing it to the outside of the main entry door, stating that Landlord considers the Property abandoned, and Tenant fails to respond to the affixed notice by the time required in the notice, which will not be less than 2 days from the date the notice is affixed to the main entry door.

C. Personal Property Left After Move-Out:

- If Tenant leaves any personal property in the Property after surrendering or abandoning the Property Landlord may:
 - (a) dispose of such personal property in the trash or a landfill;
 - (b) give such personal property to a charitable organization; or
 - (c) store and sell such personal property by following procedures in §54.045(b)-(e), Property Code.
- (2) Tenant must reimburse Landlord all Landlord's reasonable costs under Paragraph 16C(1) for packing, removing, storing, and selling the personal property left in the Property after surrender or abandonment.
- (3) supply and change heating and air conditioning filters per manufacturer's instructions;
- (4) supply and replace all light bulbs, fluorescent tubes, and batteries for smoke alarms, carbon monoxide detectors, garage door openers, ceiling fan remotes, and other devices (of the same type and quality that are in the Property on the Commencement Date);
- (5) maintain appropriate levels of necessary chemicals or matter in any water softener;
- (6) take action to promptly eliminate any dangerous condition on the Property;
- (7) take all necessary precautions to prevent broken water pipes due to freezing or other causes;
- (8) replace any lost or misplaced keys;
- (9) pay any periodic, preventive, or additional extermination costs desired by Tenant, including treatment for bed bugs, unless otherwise required by law;
- (10) remove any standing water;
- (11) know the location and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage;
- (12) water the foundation of the Property at reasonable and appropriate times;
- (13) supply and change water filtration systems, including but not limited to, refrigerator water filters; and
- (14) promptly notify Landlord, in writing, of all needed repairs.

B. <u>Yard Maintenance</u>:

- (1) "Yard" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owners' association.
- (2) "Maintain the yard" means to perform activities such as, but not limited to: (a) mowing, fertilizing, and trimming the yard; (b) controlling pests and weeds in the yard; and (c) removing debris from the yard.

17. PROPERTY MAINTENANCE:

- A. Tenant's General Responsibilities: Tenant, at Tenant's expense, must:
 - keep the Property clean and sanitary;
 - (2) promptly dispose of all garbage in appropriate receptacles;

CLEANING		GENERAL REPAIRS	
Full Clean	\$ 900.00	Replace Lightbulbs (each)	\$ 10.00
Clean Stove	\$ 100.00	Replace Knobs Interior (each)	\$ 25.00
Clean Oven	\$ 100.00	Replace Countertops	\$ 6,000.00
Clean Cabinets	\$ 200.00	Replace Mirror	\$ 600.00
Clean Kitchen Flooring	\$ 200.00	Replace Towel Bar	\$ 100.00
Clean Sink / Faucet	\$ 100.00	Replace Doorbell	\$ 250.00
Clean Refrigerator	\$ 200.00	Replace Garage Remote	\$ 150.00
Clean Hood / Vent	\$ 100.00	Replace Thermostat	\$ 600.00
Clean Bathtub / Shower	\$ 250.00	Replace Light Globe	\$ 100.00
Vacuum	\$ 100.00	Replace Light Fixture	\$ 250.00
Clean Light Fixtures	\$ 100.00	Replace Electrical Cover Plate	\$ 5.00
Clean Garage	\$ 300.00	Replace Outlet Switch	\$ 100.00
Clean Window Sills	\$ 150.00		
Clean Carpet(s)	\$ 600.00	FLOORING	
Clean Parking Stains	\$ 500.00	Remove Carpet Stains (each)	\$ 250.00
Clean Rooms (each)	\$ 100.00	Deodorize Carpet	\$ 100.00
Clean Baseboards	\$ 150.00	Repair Carpet (each area)	\$ 800.00
Clean Toilets (each)	\$ 150.00	Repair Hardwood	\$ 1,000.00
Replace Drip Pans	\$ 100.00	Refinish Hardwood	\$ 4,000.00
Clean Doors / Knobs	\$ 100.00	Repair Linoleum	\$ 200.00
Clean Air Vent Grates	\$ 100.00	Replace Tile Floor	\$ 1,000.00
Clean Blinds	\$ 200.00	Replace Carpet (each room)	\$ 1,000.00
Clean Gutters	\$ 400.00	Pet Damage (urine treatment)	\$ 1,000.00
Clean Flowerbeds	\$ 200.00		
Haul Away Services	\$ 500.00		
		WALLS	
DOORS		Remove mildew / treat surface	\$ 1,000.00
Replace Interior Door	\$ 250.00	Cover crayon/markers/pens	\$ 250.00
Replace Exterior Door	\$ 3,000.00	Repair holes in wall (each)	\$ 250.00
Replace Sliding Door	\$ 2,500.00	Repaint Wall (each)	\$ 500.00
Replace Screen Door	\$ 300.00	Nail holes / touch-up (each wall)	\$ 250.00
WINDOW & TREATMENTS		PLUMBING	
Replace Blinds (each window)	\$ 250.00	Replace Kitchen Faucet	\$ 400.00
Replace Window (small)	\$ 500.00	Replace Bathroom Faucet	\$ 200.00
Replace Window (large)	\$ 1,000.00	Replace Showerhead	\$ 200.00
Replace Curtains	\$ 100.00	Replace Toilet Seat	\$ 50.00
Replace Window Sill	\$ 500.00	Replace Toilet Tank Lid	\$ 500.00
Repair Window Sill	\$ 250.00	Replace Garbage Disposal	\$ 500.00

If you have questions or concerns about this move out process, please reach out to Gia Anderson at (214) 551-2797.

And of course, if you need a TEXAS REALTOR to help you find a new place, we are happy to help!







