



# Owner Handbook A living addendum to the Management Agreement

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## **Introduction**

The purpose of this manual is to communicate the policies, procedures, and practices that dictate how we intend to manage your property. It will serve as your guide to our management practices. Properly used, this document will enhance communication between us and make our ongoing relationship stronger and more transparent. The Owner's Handbook will be updated annually as we work to keep up with changes in the laws and economics that affect our business practices. This Owner's Handbook is a living addendum to the management contract.

**Special Note:** All relationships are established by written agreement between you and 1st Choice Property Management, companies acquired by 1st Choice Property Management. All terms, conditions and provisions outlined in this handbook are subject to change or withdrawal without prior notice. We periodically review our processes and procedures in the order to "fine tune" and improve them. You should look solely to your individual Property Management Agreement for actual services rendered. Please be sure to ask your Property Manager to clarify any questions or concerns you may have.

**Please be sure you have a current copy of this handbook as it is updated periodically. Please check with your property manager to be sure or visit our website for the latest version.**

Thank you for choosing us as your 1st Choice in the management of your property. We are excited and look forward to a successful business relationship.

## **Welcome from the Broker**

Our founder, my father MSgt USAF Darryl Kazen started our firm in Fort Worth over 30 years ago. Currently our firm is owned and operated by Myself the Broker (Rob Kazen) and my wife Leslie Kazen. We appreciate you choosing 1st Choice Property Management to lease, manage and maintain your real estate assets. Thank you for your vote of confidence and will work hard to

prove you made the right decision in our firm. This handbook is just one of the ways we've developed over the years to set your expectations for our relationship, and communicate to our owners how we manage their property. We look forward to assisting you in every way possible and are excited to bond a long relationship in serving your needs.

## Who We Are

1st Choice Property Management is a full service Real Estate Brokerage focusing on Property Management, Leasing, Maintenance and Sales. We have been licensed and conducting business in the Fort Worth area since 1990. We are a hometown, boots on the ground, get your hands dirty, Property Management Company. Our expertise and experience will ensure you have a stable property for a long term investment.

- **Exceeding Your Expectations**

Striving to exceed your expectations is a big challenge as some set the bar pretty high. We get it, and we will push hard not to disappoint you. When we do let someone down, it's usually because we did a bad job at properly setting expectations. One way or the other, we're out to make you exceedingly happy with us.

- **Company Vision Statement**

*Our Vision is to be a time tested brand that provides high level Real Estate, Property Management and Maintenance services in the Fort Worth Texas Area.*

- **Core Values**

Our values are what everyone who works at 1st Choice strives for each day, and they are applicable to any companies we work with. These values are also the metric we use to decide to invest or get in business with others. We believe our team's success is determined by our ability to maintain our HEALTH, which is defined by our core values:

**Hard Work**

**Extraordinary Results**

**Accountable in All Things**

**Leaders Only**

**Teamwork**

**Humble**

1. We commit that our marketing material and the information on our web site will accurately represent who we are, what we've accomplished and what we do; no exaggerations.
2. We will hire only the best staff, consistently train them and work at moving them to the best possible position of service to 1st Choice Property Management and our customers.
3. We will always treat customers, vendors, and each other with courtesy, respect and professionalism.
4. We are committed to change — to keep up with the changing marketplace and changing technology without sacrificing our most important priority - delivering great customer service.

5. We are committed to providing our residents with a clean and safe place to live, regardless of the rent, and put their safety at the top of our list of priorities.
6. We will not tolerate unethical behavior by our staff or vendors.
7. We will follow the laws (and codes of ethics) that regulate our industry.
8. We will believe in our staff and create a safe work environment that fosters respect and opportunity for personal and professional growth.
9. We will constantly strive to protect our owners from the liabilities of owning rental properties.
10. We will strive to be a leader in the property management industry in the Fort Worth Texas area.

- **Code of Ethics**

We are active members of the National Association of Residential Property Managers (narpm.org), the National Association of Realtors (realtor.org), the Texas Association of Realtors (texasrealtors.com), and the Greater Fort Worth Association of Realtors (GFWAR). Each one of them has a code of ethics that we review regularly and measure ourselves by. You can review them at your leisure by going to each of their web sites.

- **Licenses and Affiliations**

We are active members of the National Association of Residential Property Managers (narpm.org), the National Association of Realtors (realtor.org), the Texas Association of Realtors (texasrealtors.com), and the Greater Fort Worth Association of Realtors (GFWAR).

- **Industry Designations**

Every industry has its trade association who offer designations for their members to demonstrate their knowledge, professionalism and commitment to the industry. Property Management is no exception. The National Association of Residential Property Managers is our trade association and is dedicated to training the professional management community. NARPM offers two personal designations including the Residential Management Professional (RMP) and Master Property Manager (MPM). In addition we maintain a Texas Real Estate Broker's License in great standing.

- **Company Footprint**

1st Choice Property Management manages homes in Tarrant County, Parker County, Wise County, Johnson County, Southern Denton Co.. Our office location is in North Fort Worth.

- **Top 5 Reasons People Choose 1st Choice Property Management**

1. **Owner Point of Contact:** With our Portfolio Management design, we have intentionally formulated a system that will give the Landlord the best service possible by knowing WHO is in charge of handling the management of their home. Your assigned Property Manager and their dedicated team will be your point of contact. You will be contacting the team that is the most knowledgeable regarding your property/properties
2. **Management Fees:** 1st Choice Property Management offers several programs designed to offer the best services possible to each individual owner. Because all owners are not

the same, we have designed a fee structure that can offer select services to the owners at their discretion. For more information regarding this, speak with the Business Development Manager who can detail these services for you and provide you with all of the specifics.

**3. Top Notch Marketing to Include Video Marketing!**

Marketing your home on a variety of internet websites is the best way to get tenants through the door. When you market your home with 1st Choice Property Management, we will list your home on a network of rental sites and the Greater Fort Worth Multiple Listing Service (MLS). In doing this, your home will get the absolute most exposure because of all the mirror websites that take information directly from our direct marketing sites and the Greater Fort Worth MLS. There are literally thousands of websites that do this! The thing that will set 1st Choice Property Management apart from other property managers is our use of video marketing on Facebook and YouTube.com internet exposure. The end result of this effort is that we get numerous applications from out of the state who have not even seen the home in person!

**4. Electronic Disbursements**

Collecting rent when it's due, and disbursing it to owners quickly, is one of our highest priorities. Through our system of online banking and internet software, we disburse funds (and financial statements) to the owner electronically each month.

**5. In-House Maintenance Service with 24/7 Capabilities**

We are 1st Choice Property Management and Maintenance. 1st Choice Property Maintenance was formed to support quality repairs, remodels and general maintenance service to our single-family homes and other Real Estate assets under management. Having this capability is unique in our marketplace as we have in house vehicles, in house software to run the maintenance division, and in-house technicians on our payroll. This supports a healthy operation and maintenance connection with the real estate asset and the tenants.

**Communicating with 1st Choice Property Management**

**Address:** 5664 Denton Hwy  
Fort Worth Tx 76148

**Office:** 817-281-1300

**WEB:** <http://www.fortworthpropertymanagement.com>

**Technology We Use**

1st Choice Property Management has embraced many technological tools to help make us more efficient and enable us to connect with our clients, residents, vendors, staff and colleagues in the business. This changes quite often, but here is a sampling of what we use today.

1. **Web-Based Property Management Software**

We use APPFOLIO – an internet based property management software system endorsed by the National Association of Residential Property Managers (NARPM).

2. **Tenant Portal**

Tenants also can view their payment records, current balances, make payments, review documents, give notice to vacate, make comments, submit repair requests, and leave a forwarding address on their portal 24/7.

3. **Web-Based Property Management Files**

Our property management software, in conjunction with several outside sources, allow us to have off site backup for all pictures, video, and files.

4. **Web-Based Phone System**

To drive efficiency in our phone systems we use a web-based phone system that works as a cloud based VOIP (voice over internet protocol) phone system. It allows much more flexibility, functionality, and can even turn emails into voicemails making sure a call is never missed!

5. **1st Choice Property Management Website** – [www.fortworthpropertymanagement.com](http://www.fortworthpropertymanagement.com)

Websites are not just a tool to communicate with the public; they've become the face of the company. We use ours extensively to attract new customers as well as to serve our existing clients and tenants. We post as much information as possible to our website for easy reference.

## The Management Agreement and Fees

The foundation of our relationship is the management agreement (and housekeeping documents) you executed before you came on board with 1st Choice Property Management. If we can't agree on something during our relationship, we will all rely on these documents to help us sort things out. An expansion of our relationship is outlined in more detail in this Owner Handbook. Be aware that depending on the Pricing Plan you choose, some of the fees below may or may not pertain to our agreement.

A. **Management Fee**

Our business model offers a range of fees designed to work with the owner's desires for their level of services provided. We offer several plans to choose from ranging in cost from 10% per month to 12% per month. This fee pays 1st Choice Property Management for the day-to-day routine of answering phones; handling maintenance, lease enforcement, HOA complaints, rent collection, monthly reporting, accounting for tenant charges, trust account management, handling emergencies and keeping up to date with the ever changing residential tenancy and real estate laws.

B. **Leasing Fee**

The biggest single cost you'll incur in the management process is in getting the property

rented. It requires a lot of manpower, advertising, showing system, application process, screening processing systems, marketing photos, marketing videos, and move-in procedures. This is all done in order to find you a tier one tenant who will preserve your asset over time.

**C. Leasing Fee to Cooperating Realtors**

We are always on the lookout for the absolute best tenants this market has to offer, in addition to our in-house efforts, our local realtor network has quality tenant clients as well. We offer a one-time Tenant Realtor Commission to all licensed agents in the state of Texas to bring us their qualified applicants. This fee is only payable to an agent if their client executes a lease agreement and occupies the home. 1st Choice Property Management will handle the physical payment of this Tenant Realtor Commission and charge the owner accordingly as it relates to their respective management plan. This is at no additional cost to you, we cover this through our “Leasing Fee” commission in our agreement.

**D. Renewal Fee**

Each time a tenant renews or extends their lease agreement, 1st Choice Property Management will charge a Renewal Commission. This charge will be paid the following month after the extended lease agreement has been executed.

**E. Onboarding property set up fee**

This fee covers the initial site evaluation, setting up of the online portals with all properties and tenants in our database.

**F. Annual Occupied Viewing Fee**

90 days before a tenants lease is set to expire, we will perform an onsite evaluation of the property and provide a report with photos identifying anything that may be an issue.

**G. Maintenance Coordination Fee**

A fee charged per completed work order for coordination of communication between parties involved.

**H. Tax Prep Fee**

We provide you a complete annual statement with income and expenses for each property for the year that you can conveniently use to file your taxes. We also provide you a 1099 by January 31st of each year.

**I. No Termination Fee**

The no termination fee is just that: “No Fee for Terminating”. We want our business relation to be a good fit for all parties. If at any point we are seemingly walking differing paths, either party may terminate the agreement at any time. If you are unhappy, we are unhappy and we shall move to process a smooth separation.

**J. Charges for Tasks Outside Our “Scope of Service”**

The monthly management fee does not cover meeting with your HOA, digging out old

records, meeting your out of network vendor. Owners often ask us to see if the neighbor picked up the swing set, pick up and forward their mail, locate the pool keys and see if they left the lights on. We're happy to make these unscheduled, owner-requested trips, but we pay folks for this and the cost will be passed on to the owner. Fort Worth traffic can be brutal and these "short trips" usually take two to three hours and have some hard costs associated with them.

## Housekeeping Documents

Below is a list of other documents you signed and their descriptions.

### A. **Lead-Based Paint Laws**

In April of 2010, the EPA changed the rules for anyone doing repairs, painting and basic maintenance of homes built before 1978. Their new law has terms like "one gram of lead, jail time, fines," and other words that make property managers and contractors really nervous. Before anyone disturbs six square feet of painted surface on a property built before 1978, they are required to have a Lead Paint Inspection done to assure that there is no lead-based paint. Local handymen, contractors and even pickup truck workers understand the consequences of working on these homes without having proper testing done first. You are paying us to know and follow the law so that none of us ends up talking to federal officers about how we handled maintenance on your property. We intend to do it by the book and keep everyone safe. If your property was built before 1978, please inform 1st Choice Property Management so the proper disclosures can be put into place.

### B. **Addendum Regarding Rental Flood Disclosure**

This addenda is a disclosure of the landlord's knowledge of whether the property is included in the 100 year floodplain. This is a mandatory document needed to complete the Management Agreement.

### C. **Owners Authorization Concerning Unescorted Access to Property**

This document covers information and agreement that we use electronic lockboxes to allow for showing access between the hours of 8am-8pm Monday-Sunday. These accesses are unescorted. This is a mandatory document needed to complete the Management Agreement.

### D. **Assistance Animals**

This mandatory document explains that under the Fair Housing Act, verified Service Animals and Assistance Animals are not "pets" and can not be the basis of denial of an application. No deposits or fees can be charged on any Service animal or Assistance animal. This is a mandatory document needed to complete the Management Agreement.

#### E. Duties of the Owner and Manager

Throughout the management agreement, 1st Choice Property Management duties to the owner are laid out, as the owner's duties to 1st Choice Property Management, as well. Here is a brief outline.

##### **Duties of 1st Choice Property Management to the Owner:**

1. Maintain corporate offices, staff, website, escrow accounts, phone and email systems.
2. Maintain appropriate licenses and trust accounts for owner's and tenant's funds, as required by the Texas Real Estate Commission, and maintain said records for three years.
3. Maintain insurance to include general liability, and errors & omissions, and proper insurance for all maintenance and remodeling repairs.
4. Represent the owner exclusively unless the owner gives written authorization to the contrary, such as acting as an intermediary in selling their home.
5. Maintain qualified staff with experience and specialized training in managing residential rental properties.
6. Provide the owner with insight and advice regarding the rental market, help with setting asking rent, and help with getting the property rent-ready.
7. Market owner's property for rent; put out signs and install lockboxes; post in the Greater Fort Worth MLS, as well as local and national rental-hosting sites.
8. Maintain quality staff and systems to respond to callers and show properties.
9. Receive tenant applications, pull credit history, employment and residency records, eviction reports (along with other background information) and use good judgment in the qualifying/approving/denying of applicants.
10. Maintain accurate accounting systems in place to know where all deposits are held, where all owner disbursements have gone, and be able to provide monthly statements to all owners.
11. Maintain a maintenance response system to take requests from tenants requiring maintenance.
12. Manage the property for the owner, handling tasks to include the execution, renewal, default, and reinstatement of leases; collecting rent; maintaining the property and making maintenance records available for owner review.
13. Maintain owner's escrow account records, including receiving and recording receipt of rents, handling owner advances, paying expenses on the property, paying vendors and managing emergency situations, distributing collected funds to owner and providing monthly owner financial reports.
14. Manage the eviction process, including filing with the county, negotiating consent agreements, coordinating court appearances, purchasing writs of possession and overseeing the removal of the tenant's possessions from the property on behalf of the owner and at landlord's expense. **See Eviction Protection Program.**
15. Manage normal maintenance breakdowns as part of the management fees and managing rehab, renovations and restorations when authorized by the owner.



16. Complete a move-out inspection when the tenant vacates the property, and charge the tenant for damages above normal wear and tear as described in the lease, the Texas Property Code, and consistent with industry standards.
17. Only initiate legal actions on owner's behalf with owner's permission, except those related to collecting rent and evicting tenants over rent collection.
18. Refund owner's escrow funds within thirty (30) days of termination of the agreement and consistent with Texas Property Code.

**Duties of Owner to 1st Choice Property Management:**

1. Warrant to 1st Choice Property Management that all owners with rights in the property have executed the management agreement.
2. Maintain regular communication with 1st Choice Property Management and respond to inquiries and requests for authorizations.
3. Keep loan payments, property taxes, insurance, and HOA dues current.
4. Investigate and communicate to 1st Choice Property Management any HOA rules governing leasing in the community where the property is located, as well as provide 1st Choice Property Management with any leasing requirements of said HOA.
5. Pay 1st Choice Property Management the fees agreed to in the agreement and all governing documents associated with that agreement.
6. Avoid discrimination of any kind regarding the property while under agreement with 1st Choice Property Management.
7. Agree that all communication necessary with the tenant is only handled by our office. Avoid all contact with the tenant while 1st Choice Property Management is managing the property.
8. Pay (reimburse 1st Choice Property Management) for maintenance on the property necessary to maintain habitability, utilities, safety, and health of the resident.
9. Fund, in advance, any repair over \$500 and maintain a minimum owner reserve.
10. Maintain landlord insurance on property naming 1st Choice Property Management as an additional insured party.
11. Keep plumbing, electrical, HVAC systems, appliances and improvements left on the property in normal operating condition during the term of the agreement.
12. Inform 1st Choice of any recurring problems with the property that may affect the tenants health or safety of the property.
13. Pay attorney and court costs that arise in the process of evicting tenants, but no other legal actions, initiated by the Agent, without owner's first giving permission to file such action. **See Eviction Protection Program**
14. If we are onboarding your property with a tenant in place, the transfer of the security deposit will be within 30 days of the onboarding. If the deposit is not received in our office within that time frame, rent income will be used to support the deposit trust.
15. Agree not to unilaterally advertise a property for Lease on any online rental sites while under management with 1st Choice. Our process gets it done and has been successful for many years in all market conditions.

## F. Landlord Insurance

You must keep your property covered by a landlord policy during our relationship. You also need sufficient liability insurance to cover the increased risk incurred by having a renter in the property. Renters are not a protected class in the courtroom, but they are a favored class when owners or landlords do stupid things. **Your policy needs certain limits of coverage and 1st Choice Property Management must be covered as an additional insured. There is a \$20 monthly surcharge to 1st Choice for any policies that do not meet the “additionally insured” criteria in the agreement.**

### HOA Issues

As a whole, homeowners associations (HOAs) have an issue with renters and tend to create a lot of heartburn for owners and landlords when we move them into their communities. Although we'll attempt to handle the process, you'll need to stay in the loop as HOAs don't always communicate very well with third parties (property managers and tenants) regarding their actions. Since they can fine you and lien the title of your property over these issues, you'll need to work with us to resolve these challenges. This is one of the issues you can't turn over to your property manager entirely. 1st Choice Property Management requires our landlords to continue handling payment to the HOA's directly, however violation notices sent from the HOA are to be sent directly to 1st Choice so that we can timely inform the tenants of any violation.

#### a. Amenity Passes, Gate Keys and Pool Keys

We often rent properties in communities that require gate passes, codes, keys and permission from the HOA for access to amenities and entry points. Occasionally, an owner will ask us to call the HOA on their behalf and find out about these restrictions. HOAs typically don't communicate very well with third parties (property managers and renters) and often refuse to speak to anyone but the owner regarding these policies. The HOA, not 1st Choice Property Management, is in control of the community and we, like you, are beholden to them. **It is imperative that you get permission from the HOA to rent your property and provide us with keys, passes and codes for us before we lease the property.** If you don't do this in advance of our leasing the property, be prepared for battles with your HOA and increased expenses (time and labor) in resolving the resulting issues later.

#### b. Personal Property

Owners often leave personal belongings (patio furniture, wall mirrors, tables, bar stools, lawn mowers, grills, ladders, etc.) behind when they leave the property, thinking it will be there when they return or offering it to the tenants for their use. We require that all personal belongings are removed to keep the relationship as simple as possible. Renters often forget what is not their own when they move out. You should remove everything when leaving. In addition, there is a liability tied to anything left behind if it causes harm to your tenant for any reason. Also please remove any security cameras and camera doorbell systems. Items like these are construed by tenants as possible safety and privacy exposure liability.

c. **Property Features / Disclosure**

Since you know the property better than anyone else, you should help us identify area schools, HOAs, and basic information about the property so we can represent it properly in our advertising.

d. **LLC, Land Trust and Corporate Affidavits**

If you hold title in a corporation, limited liability company or land trust you'll have some special documents to execute to address who's authorized to act, receive money, approve maintenance and terminate leases on the property. Investors love to hide titles from the public; we get it. Let's just make sure that we know who's who so we are operating under the right authority as the manager.

e. **Pools/Hot Tubs**

Owners know that hot tubs and pools require management, tenants don't and think they are just for fun. When hot tubs and pools are not managed properly, motors burn out and water gets green. They can create a hazardous environment for the tenant. We'll manage them with a maintenance contract through our local pool service vendor.

f. **Owner's W-9 Form**

Fifteen years ago, the IRS made property managers the cops for reporting income received on behalf of our clients from rental properties. Just like employers, we must report to the IRS (using a 1099 form) the gross rent we collected on your behalf and you must report the expenses of interest, insurance, repairs and other property expenses on Schedule E of your personal tax return. We'll send you (and the IRS) a 1099 reporting the gross rent we received from a tenant by the end of January every year, as required by the IRS. Owners must cooperate by getting the form completed or the IRS, by law, has ordered us to withhold rental income from any owner that has not completed it.

## Marketing Your Property

1st Choice Property Management has a very good track record in renting out homes. It's not a secret – good marketing is the key to attract the best tenants. We have a very good grasp of what advertising it takes to get the job done quickly.

A. **Pre-Marketing**

First impressions are critical when people are selecting a place to live. Utilities must be on, repairs must be complete and the property must be clean before we start marketing a property. It is aggravating to drive an hour to a property with a prospective renter only to find it dirty, smelly and unsightly. Tenants get turned off by houses that are not move-in-ready and often won't return to see them a second time. Get the property in rentable condition, and then the marketing can begin. We can help you here as well!

1. **Rent-Ready Issues**

"Go ahead and start marketing the property ... I'll have the rehab done before you get a

tenant” just doesn’t work. We often rent houses in a few days and trying to move tenants into a half-ready home is painful. Get it ready and we’ll market it, but we’ll be reluctant to start too early. We can help in making the property ready as well!

## 2. **Setting the Rent**

We lease numerous homes each month. We know the market and can find lots of rental comps to drive the asking rent. Although it’s your call, we’ll advise you and report activity. You’ll set the rent (and make the mortgage payment until it’s occupied) so we’re on the path to getting it rented quickly.

### B. **Lockboxes and Signs**

Lockboxes allow all agents in the market and prospective renters to view homes 24/7. We'll install a high-quality lockbox on the front door (or nearby) and start showing the property as soon as it's rent-ready. If your community requires a special sign, the cost of getting it made (and delivered) will be passed along to you. Please let us know if your HOA has special rules about signs.

### C. **Utilities**

If you are a new client and your utilities are active, please do not disconnect them until the actual move-in date from a tenant is given. In between vacancies our office will handle the connections and disconnections with our Master Accounts. **Utilities must be on before we start marketing a property.**

### D. **Keys and Codes**

We can’t express how important it is for you to provide 1st Choice Property Management all applicable keys, codes to the property, pool, entry gate, clubhouse, mailbox, etc. It is our job to make your property stand out from all the others the potential renter will be considering, and often the decision comes down to the amenities. To put it bluntly, we can’t sell what we can’t show. We will work diligently to rent your property, and to do that we must have all the keys. Our locksmith vendor will re-key the property just before a tenant moves in.

### E. **Keyless Deadbolts**

In Texas, state property code requires all external doors to have a third locking mechanism. The cleanest and most effective is a keyless deadbolt system. 1st Choice Property Management will have one installed on your home at the owner's expense within 7 days of the tenant taking possession of your home. For more information – go to: <https://statutes.capitol.texas.gov/Docs/PR/htm/PR.92.htm>

### F. **Video Marketing**

Videos, like digital photos, can help show the home. We take videos for marketing and many other scenarios. Many of our tenants have rented our properties without personally visiting them because they viewed our virtual tour on our social media profiles and YouTube.

### G. **Marketing and Showing**

We like to begin marketing the property within the last 30 days of the tenants lease term. During the vacancy we use self showing lock boxes where a potential tenant prospect may

access the property 7 days a week between 8am-8pm. We have a 24/7 leasing line where a potential tenant can make inquiries about any available properties for lease.

#### **H. External Marketing**

Taking it upon yourself by marketing outside of our process by going to Craigslist, Zillow, Facebook Marketplace defeats the purpose of why you hired us. It is important not to unilaterally advertise a property For Lease on any online rental sites while under management with 1st Choice. Having 2 different parties advertising the same property often smells of fraud these days and often causes confusion. Our process gets it done and has been successful for many years in all market conditions.

## Screening Applicants

1st Choice Property Management has screening tenants as one of the most important aspects in good property management. As much as we think we have it figured out, applicants are still teaching us things every day. Identity theft is rampant, and it's easy to miss something even when you're watching for it. It's not a cut and dry system and takes a lot of experience. We have this experience because we've made many mistakes over the years and have most of our learning behind us. You have the benefit of our experience because we're not learning on your dime. To conform to the Fair Credit Reporting Act and the Red Flag Rules (regarding privacy of personal information), we keep this information locked up and confidential for three years.

#### **A. Background Checks**

We pull credit, employment history, residency history, foreclosure, bankruptcy, eviction reports, sex offender reports and more. There is no perfect system to qualify applicants, but we take advantage of all the information we can get our hands on. Screening applicants is often a balancing act between the information we gather about them and the money they are willing to put down (security deposit) to secure their fulfillment of the promises in the lease. In some instances, income is king and extra deposits can buy a lot of forgiveness.

#### **B. Application Contingencies**

If the applicant has special requests, offers less than asking rent, has multiple pets, or presents any issues outside of the norm, you will be contacted to inform you and discuss the tenant's request.

#### **C. Cosigners**

1st Choice Property Management does not accept Co-Signing of the lease agreement.

#### **D. Regular Deposits and Increased Deposits**

Money is a great equalizer when approving an applicant. As we have said before – money buys a lot of forgiveness. If an applicant is willing to put up lots of money (in the form of a security deposit) to secure a lease, we can approve applicants with less than perfect credit.

Since Texas courts are owner-friendly and grant evictions quickly, plenty of funds in a security deposit is often sufficient guarantee for the promises in the lease.

#### **E. Security Deposit Alternative Program**

We offer a security deposit alternative program to our tenant prospects. Here is what that means to you.

- Attract more tenants with a lower move-in cost
- Increase occupancy rates and reduce turnover
- Reduce administrative burden on management team
- Mitigated risk by using insurance coverage for damages and handling dispute resolution

#### **F. 12-24-Month Leases**

Long leases can save you tons of money by preventing expensive vacancies. You'll be a happy camper if we can keep a tenant in your home for 10 years. We will only negotiate leases between a 12-24 month period. Some owners plan to move back into their properties, so we won't allow extended leases (anything over 12 months) without your permission. Please let us know in advance if you approve an extended lease so we're not trying to contact you during the approval process.

## Lease Document Preparation

1st Choice Property Management will prepare all of the lease documentation for tenants to review. Tenants will sign several documents before they take possession of your property. The lease is the primary document, but there will also be a pet addendum, move out checklist, policies and procedures, lead paint disclosure, pool maintenance addendum and documents that cover property visits, renter's insurance, smoke detectors and more.

## Managing the Move-In

When a tenant moves into a home for the first time, there are often "issues" during the first week or later. Our walk thru is done prior to the tenant moving in. We provide the tenant with the required Inventory and Condition form upon move in and they are allowed to fill that out and return it to us within 10 days.

#### **A. Re-Key Policy**

Texas Property Code states that all locks will be changed anytime a new tenant takes over a home. It is our policy to complete this task prior to the tenant even occupying the home. Copies of these keys will be kept at our office in a secured location. This is an owner expense and will usually cost between \$100 to \$500 depending on the number of exterior doors that must be rekeyed. Texas law prohibits this charge to be passed on to the tenant in normal circumstances. The home may also need additional security measures installed to meet Texas Property Code.

## B. Utilities

Marketing a property without the utilities on is an impossible task. We've tried it many times and always end up at the same place, frustrated and kicking ourselves for trying it. When utilities are off at move-in, there are repercussions and expenses the owner probably didn't anticipate. Please make sure the utilities are left on through the move-in.

## C. Uncompleted Repairs / Contingencies

One of the worst things that can happen when we meet a tenant at the property for a move-in is to find that the property isn't ready. Owners (or their vendors) don't always complete work as they promised or clean up thoroughly, and it causes an immediate loss of relationship with the tenants moving in. Tenants often arrive with their moving van and don't have the time to clean the home before moving in. We do everything we can to prevent this, including a pre-move-in wipe down, but it doesn't always work out the way we hope. When the property isn't ready, or the contingencies are not done as promised by the owner, we often have to take drastic actions, costing the owner serious money. When a tenant moves into a dirty home, or one that has unfinished repairs, they will hold it against us for the life of the lease. We'll do everything we can to make it right, but it usually is an expensive process because we're all scrambling for solutions at the last minute in order to avoid losing the tenant. Remember this: speed always costs more, whether you're shipping packages or calling a contractor or a cleaner to come immediately and finish a repair or clean the home so we can let the tenants take possession. In these situations, we go to work "making it right" and discuss the costs later.

## D. Pre-Move-in Wipe Down

For many years, it was common for us to get ready to move a tenant in and then find the property was not clean and ready to occupy. Dead bugs accumulate in vacant homes, toilets get rancid, cobwebs gather, light bulbs die, vendors fail to clean up after themselves and the property gets stale and musty. Tenants expect the hotel (white glove) clean, whether they should or not. If we do this badly, and the home is dirty at move-in, renters get really angry and remember the experience until they move out. No one likes to clean up someone else's dirt. We offer a solution to this problem by scheduling a pre-move-in wipe down just before the tenant is to take occupancy, we schedule this a day or two prior to the tenant moving in. Like re-keying, it is done a day or two before the move-in takes place. The cost is generally around \$125 to \$150 depending on just how big (and how dirty) the house is.

**Owner Cleaning Challenges:** Frequently we have owners tell us that they will clean the property before move-in and we don't need to order the previously mentioned wipe down. Everyone wants to save money and the DIY method is often preferred. Here's the problem: everyone has a different idea of what clean is and people are satisfied with different levels of cleanliness. To some, cleaning once a month is good enough while others clean every day. Since we can't attempt to match tenants with owners of the same cleaning standards, we have to use a neutral standard we can all agree with. That standard is "hotel clean." When you check into a hotel room and find dirty mirrors, toothpaste on the counter, Q-tips in the wastebasket, and mud on the floors, you demand another room, and so you should. "Hotel clean" means leaving no evidence of the previous occupant.

If you tell us you'll do the cleaning and the property is not "hotel clean" when we arrive to do the move-in inspection, we'll call a crew to make it right before we turn it over to the tenant. Also, if we promised the tenant a move-in on Saturday and the home isn't ready, we may have to put the tenant up in a hotel on your dime until the cleaners can get there on Monday. Most tenants arrive at the property with their truck full of stuff and movers ready to set up house. Having the property clean and ready for the move-in is one of our highest priorities and should be yours as well. The move-in can be a pleasant experience or a horrible one and will set their expectations and attitude toward the home, manager and owner for the rest of their stay. Let's work together to welcome the tenants to a clean and safe place to live.

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**This next section is broken down into Managing the Money, Managing the Owner, Managing the Property, Managing the Tenant and Managing the Move-out.**

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## Managing the Money

One of the main parts of our job is managing the money. As noted above, we do this through our property management software in accordance with the Texas Real Estate Commission.

### A. **Collecting Rent**

Collecting rent is one of the most tedious processes in being a landlord. We take the burden and documentation out of that process for our owners with the assistance of online bill payments and the best software available in the property management industry.

#### 1. **Due Date**

The due date is always the 1st of the month. If the tenant moves in during the middle of the month, their rent will be prorated. Texas law requires a grace period for rent payments. They are due the 1st – and late the 3rd!

#### 2. **Late Date**

Rent is always late at midnight on the 3rd day of the month in accordance with Texas law that states a grace period must be given. Our software allows us to track exactly what day and time the tenant has paid rent through our online system. Currently around 95% of our tenants are paying online. We push rent collection hard because most owners are making a mortgage payment and pressing the tenant for the money and getting it to the owner is a high priority.

#### 3. **Late Fee**

The late fee is 12% of the monthly rent and is assessed on the 4th of the month. As stated above – their grace period goes to midnight on the 3rd of each month in accordance with Texas law. We make the late fees 12% of the rent so it is uniform across



the spectrum of renters. Any late fees collected will go to the management company as stated in the property management agreement.

**4. Distributing Owner Draws**

Owners will receive their money around the 10th of each month. If the 10th falls on a weekend or holiday, payments will be made the next business day.

**5. Notice to Vacate**

A Notice to Vacate is mailed certified mail between the 4th to the 8th of the month depending on the timing of rent not being collected. This is the first step in the eviction process as we are required to give the tenant at least a 3 day notice to vacate, in writing, with a confirmed delivery. Check out our [Eviction Protection Program](#)! Some of our management packages have the EPP program built in.

**6. Filing with the County**

Once the Notice to Vacate is posted, the next business day an eviction will be filed with the Justice of the Peace or county where the home resides. This begins the eviction process and we file this quickly because the process takes time and we don't want the tenant to get too far behind if we have to eventually put them out of the home. The cost is typically \$125 to \$210 depending on the county. Tenants are allowed to pay that cost in an effort to catch up on the rent. You'll see this charge on your owner report until we get it from the tenant, unless you participate in our Eviction Protection Program. Ask us about that program for more details.

**7. Eviction Filings**

Eviction Filings: In some courts there will be a need for us to gather information like SS#, DOB and DL information. These items may be needed during the filing for the court and the system will not continue through the filing process without this information.

**8. Attending Court**

Court costs are very reasonable in Texas because we have a good small claims court system. We can attend court on your behalf so you don't have to hire an attorney. We charge a whole lot less and no real legal expertise is required. In most cases, the tenant does not show up – and even if they do show up – non-payment of rent is not tolerated by the courts for any reason. You'll be kept in the loop every step of the way. These costs are also covered by our Eviction Protection Program.

**9. Writ of Possession**

Once the judge grants the eviction for non-payment of rent, which they always do, the next step is to arrange the Writ of Possession. This is executed by the Justice of the Peace's police force – the Constable, or by the county Sheriff depending on the jurisdiction. The cost of filing the Writ of Possession is between \$150 to \$250 depending on the location of the home and the jurisdiction it is in. Once the Writ is filed, a law enforcement officer will contact us to arrange an appointment to remove the tenant from the home. An occupancy check is often conducted a day prior to that to find out if

a crew needs to be hired to assist in removing the tenant belongings. 1st Choice Property Management Eviction Assurance Program may cover this cost.

**10. Court Appeals**

Tenants have the right to appeal court decisions. If tenants make an appeal in most cases this elevates the case to County Court. At county court the landlords will be required to hire an attorney for representation and will extend the eviction process timeline.

**11. Executing a Writ of Possession**

If a Writ of Possession has to be fully executed, the Sheriff or Constable will make an appointment with us to meet them at the home with a locksmith, and a moving crew. The Constable will then clear the home of any occupants while the moving crews begin to remove any belongings. Whatever stuff left behind is of any value, at the officer's discretion, will need to be moved to the curb. The expensive part is having a moving crew ready to empty out the possessions still left in the home. Our Eviction Protection Program may cover some or all of these costs.

**B. Sample Owner Statement – Sent Each Month**

Owner Statement (Enhanced) Report



1st Choice Property Management Fort Worth  
 5664 Denton Hwy  
 Fort Worth, TX 76148  
 (210) 497-3880  
 www.Rentier SA.com



Tex Wrangler  
 1909 Cow Town Dr  
 Midland, Tx 79705

Owner Statement  
 Nov 01, 2020 – Nov 14, 2020

634 Cow Patty Dr – 634 Cow Patty Dr, Fort Worth, TX 76052

**Property Summary**

Beginning Balance				
Cash In				200.00
Cash Out				1,599.00
Owner Disbursements				-14.00
Ending Cash Balance				-1,585.00
Property Reserve				200.00
Net Owner Funds				-200.00
				<b>0.0</b>

**Transactions**

te	Cash In	Payee / Payer	Type	Reference Description
		Balance		
				Beginning Cash Balance
as of 11/01/2020	200.00			
11/01/2020		Genaro Castro	eCheck receipt	5030-C472
Rent - November 2020		1,591.00	1,791.00	
11/01/2020		Genaro Castro	eCheck receipt	5030-C472
Convenience Fees - November 2020		8.00	1,799.00	
11/02/2020		1st Choice Property Management	Check	
		11022017		
2020				Eviction Protection - Eviction Protection - November
11/02/2020		1st Choice Property Management	Check	
		11022017		
8.00				Convenience Fees - Convenience Fees for 11/2020
11/07/2020		Heather		1,785.00
Bishop				Owner
Distribution				ACH payment
Owner payment for 11/2020				1,585.00 200.00
				Ending Cash Balance
				200.00

**Total**

**1,599.00 1,599.00**





## RENTAL PAYMENTS



*Tenant ACH must clear  
1st Choice account.  
---7th to 9th of month---*

Tenant's Account

Tenant Payments

- \*ACH
- \*Automated ACH
- \*Credit Card
- \*Mail

\*In Person



**Owner draw via ACH will "Settle"  
between the 10th - 12th of the month.  
Owner has immediate access to funds.**

Owner's Account

ACH to Owner

\*Owner is sent an owner draw initiated around the 10th of the month. Owner should receive payment 2-3 business days later.

PROPERTY MANAGEMENT SOFTWARE

[www.APPFOLIO.com](http://www.APPFOLIO.com)

**C. Reporting to the IRS (1099's)**

For 15 years the IRS has required that all professional property managers issue a 1099 to them (and you) by January 31st of each year for any money we collected on your behalf from the tenant that year. Much like an employer, we are required to report income we received on your behalf. Your monthly owner's report will account for most of your expenses on the property for that year and you'll show those expenses on schedule E of your tax return. We will also send all owners a Cash Flow Statement.

**D. Anticipating Vacancy Expenses**

We've had enough vacancies over the years to be able to predict pretty closely what it will cost to have a tenant move out. Once you understand the costs involved, it makes sense to keep the property in an updated condition and help us keep the current tenant there. General maintenance and updating the property are just a part of the vacancy costs. When you add to the expenses all the leasing costs, utilities, lawn care, advertising and pest control you figure out pretty quickly that keeping a tenant in the home is very important. Houses that are up to date and maintained at a high level tend to hold tenancies longer.

## Managing Owner Relationships

**A. Authorization**

During your time with 1st Choice Property Management, from time to time we will need your authorization to make decisions that are outside our scope of authority. We'll do our best to leave you alone and manage the property, but occasionally we will need you to make a decision about such things as seeing signs of foundation issues, drainage issues and spending money over the \$1000 maintenance limit, to name a few examples. Many times an email is sufficient authorization, but occasionally we'll need something more formal. Most of the management decisions are small and we'll make them ourselves, but when confronted with larger issues, we'll contact you personally.

**B. Renewing Agreements**

The real estate licensing board requires that we keep the management agreements current without clearly defining what "current" means. Some managers ask owners to complete new owner agreements every year. As a general rule, we may ask you to renew your owner paperwork every three to four years. We have the agreement online so it's not a big hassle, but every once and a while we'll need you to update another management agreement. We'll notify you in writing when it's needed.

**C. Foreclosures**

When owners can't make their mortgage payment, they usually don't call us and tell us to stop collecting rent. They usually take the rent and hope the lender takes a long time to complete the process. As unfair as this is, people do funny things when they are financially stretched. Usually we find out about a foreclosure when the tenant calls screaming about the letter they got from the lender's attorney demanding they move and threaten an

eviction. Since the tenant's only contact regarding the property is 1st Choice Property Management, we get the brunt of the anger and accusations. In May of 2009, in response to all the foreclosures on rented property, congress passed the "Renters Rights in Foreclosure Act" mandating that the tenant be allowed to stay in a foreclosed property until the end of their lease term. If your property goes into Foreclosure, 1st Choice Property Management charges a \$1000 termination fee on foreclosed properties.

## Managing the Property

### A. Managing Maintenance Issues

Managing the physical condition of the property is one of our biggest tasks. This is where most of the stress comes from as we balance habitability and money issues. We have to be sensitive to mold, electrical problems, plumbing problems, ceiling fans, septic tank backups, rodents, dishwashers, A/C systems and the quality of the air, the water, the gas and power. Judges and court systems hold us to a high standard when it comes to our duties to provide a safe and habitable place to live, as do the people living in these houses. In their minds, safety of people overrides safety of the property and cost to the owner, so we manage with that standard in mind. Tenants are not a protected class, but they are a favored class when it comes to managers keeping their safety as a high priority.

### B. Maintenance Spending Limitations

No one wants to give their property manager an open checkbook, and we don't want one. That being said, we also can't contact the owner every time something needs to be repaired. The management agreement has a \$1000 ceiling on repairs we can order without waiting for your response. Where we get into trouble with this limit is during weekends, holidays, and on A/C units. As a practical matter, we exceed that limit from time to time out of necessity to save the owner money in the long run. A great example would be an after-hours emergency plumbing issue, storm damage issue or an after hours A/C issue in the Texas summers. We appreciate full support from our management clients to trust we are making sound decisions to protect the tenant and your property.

**Note: This spending limit does not apply to emergencies, move-in contingencies (cleanliness), or habitability issues.** Occasionally, not often, there is a heavy storm, burst water pipes, flood, fire, A/C out in 95-degree weather, heat out in 35 degree weather, sewer backup, etc., and we must respond immediately. We will sometimes have to make a "command decision" based on the information we have, and the situation in which it comes up. We know we are ultimately accountable to you for using good judgment. However, sometimes we just have to use common sense when managing your property. The day we abuse this is the day you'll find another manager, so we understand our limits and will make professional sound decisions to protect the tenants and the property.

### C. Minor Maintenance Issues

Before the tenant moves in, they agree to handle regular, everyday issues around the house themselves like flipping GFCI switches, changing out light bulbs in two-story foyers, resetting

garbage disposals, etc. Some tenants are accustomed to living in an apartment community with maintenance personnel around to change their light bulbs and help them move the grill. We've dealt with these minor issues long enough to know what we can pass on to them and what we should respond to.

**D. Lawn Care**

We would love to assure you that tenants will keep the lawn manicured like you did, but in reality, we cannot. The lease calls for them to provide their own lawn care, but most tenants do not think like owners in this regard. Getting them to mow is about all you can expect, and sometimes it is difficult to get them to do that. The real problem is when there is an active HOA going around counting weeds and taking photos of a sidewalk line that was not perfectly edged. Generally, lawn care isn't a problem as much as trimming shrubs, edging and watering. Keep in mind our areas historically have had extreme conditions such as drought and hard freezes. Occasionally extreme occurrences like these can end the life of trees/bushes and grass. Situations like this are handled differently to get resolved.

**E. Property Visits and Charges**

We do an annual visit to the property by appointment with the tenant. This is completed within 65-75 days of the tenants lease expiration and before any sort of lease extension is approved. The owner will receive a complete report from this occupied viewing and that cost is passed along to them. If you ask us to make a special trip (owner-requested trips) to meet an appraiser, a relative, your contractor, the HOA manager, etc., to check on utilities, to see if the hail storm did any damage, to pick up your mail, or to see if you left your lights on, there will be a trip charge. The Fort Worth area traffic often causes a "quick property visit" to take about an hour each way, plus time at the property and gas. We try hard to avoid unscheduled trips, but we don't want to say no when asked by the owner to do something special.

**F. Emergency Maintenance Phone System**

Occasionally a tenant calls with a true maintenance emergency, which requires immediate attention. They will call into our system 24/7 to reach and speak to a live person at our after hours call center regarding the repair needed. Normally these are issues that have to be handled and time is of the essence. Examples are when the home is flooding from a burst pipe, or the AC unit has quit working in 95-degree heat, we need to provide on-the-spot service. Weekend service calls are pricey, but some things just can't wait until the next business day.

**G. Handling Your Own Maintenance**

Most owners hire a manager because they don't want direct involvement with the tenant in the property. We understand some owners have a tool belt and like to tinker around the house to save a little money. We do not allow this as our operation is built to handle these processes in a timely manner and with quality workmanship. While the tenant is occupying the property, we will handle all interior and exterior maintenance. There are liability and common-sense issues that drive this policy. We understand your neighbor is your best friend and can fix that leaky toilet – but what if the tenant's purse comes up missing, or the



neighbor hurts himself while in your home fixing your toilet? Can you see the potential pitfalls in this? We can.

#### H. **Home Warranties**

Home warranties are a curse to professional property managers. When an owner puts us in charge of maintenance and then transfers repair issues to another company (a warranty company), the outcome is often a stressful situation that is impossible for us to manage. Home warranties were designed for owners who live in the property and who will cooperate with the warranty company vendors. Tenants aren't quite as responsive, so warranty company vendor calls are hard to manage and cause lots of tenant hostility. You're paying us to manage maintenance, so let us do it for you. Buying a home warranty just makes it more difficult and often creates relationship issues with our residents when the Home Warranty Companies come up short. Our policy is that we do not accept onboarding properties with Home Warranty Contracts in place.

#### I. **Tenant vs. Owner (Manager) Responsibilities**

We take pains at the move-in to clarify exactly what the tenant can expect from us in the way of maintenance response. Sending a vendor to the property is expensive, so this is not an option for every call. For example, a dead limb hanging over the fence is relevant, but it probably doesn't justify a special visit. In most cases, we assure the tenant that we'll address these minor issues at the anniversary date or that we'll look at it next time we're at the property. Keep in mind, every time someone goes to the home – it incurs cost. We try to mitigate that cost by deferring the very minor requests to a later date such as during the annual walk thru.

## Managing the Tenant

A major part of our job is interacting with the tenant. We believe the more you know about how we manage tenants, the better you'll appreciate and enjoy the benefits of your anonymity. Our motto for the tenants is "clean and safe." Here are just a few topics for discussion.

#### A. **30-day Auto Renewal**

Unless the tenant is given a 30-day notice by the landlord, or vice versa – the lease is extended automatically on a month to month basis until an extension is signed or one party provides the other party with a 30 day notice to end the lease. Keeping a renter in the property and paying rent for a long time is an important strategy, and we work hard to make that happen. If you want to move back in or sell the property, you must put your wishes in writing to us long before the 30-day timeframe from lease end so we can offer plenty of warning to the tenant.

#### B. **Rent Increases**

We recommend 12 month leases that will give the owner flexibility in a number of different ways: 1) They can raise the rent at lease end, 2) They can move back in, 3) They can sell the home, or 4) They can kick the tenant out and look for another tenant. A standard rental

increase of at least 2% is written into all lease extensions but may be adjusted based on market conditions. If a larger rent increase is being considered, the past 12 months will need to be reviewed to get a feel for what type of tenant has been in your home. In addition, we will look at market conditions, vacancies, and needed repairs in making that decision.

#### **C. Lease Renewal Process**

The last thing you want is a vacancy. Therefore, it makes sense to reward your property manager for keeping the renter for another year. We start earning the renewal fee the day we move the tenant into the property by building a strong relationship. We work all year to get our tenants to renew and we celebrate when they do: Mission accomplished!

#### **D. HOA Challenges**

One of the more recent challenges with renters is having an overactive HOA manager. If owner dues are not paid, or if someone violates their rules, they can fine owners, harass them with constant letters, and even try to file liens against an owner. Some HOA managers are convinced that renters are the curse of the community and bring down property values for other owners. They love to harass tenants and do what they can to drive them (and their landlords) out of the community. We have to work together on this so you must stay involved. We'll need your help if your HOA gets ugly.

The most common occurrence we see from HOA's are letters sent to owners for one of the following: 1) The lawn needs to be mowed and trimmed. 2) The trash cans are still in sight from the street on non-trash days. 3) There is a trailer / boat parked in the driveway on a weekday. Remember violation notices can be cured. We will provide proper communication with the tenants that have violation notices to be cured, we do not get in an uproar unless the tenants do not cure the violation. Action will be taken differently if it gets to that point.

## **Managing the Move-Out**

The state Landlord Tenant Act has a lot to say about the move-out process. Legislators obviously have had a lot of complaints from renters over the years, because there is a lot about tenants moving out, charges for damages, and security deposits in the law. Here is a description of the process.

#### **A. Before the Move-Out**

In managing rentals there are five kinds of move-outs depending on the circumstances:

##### **1. Normal Scheduled Move-Outs**

Normal Scheduled Move-Outs account for about 90% of our business. Once they give us notice to move we will be communicating with them, and with you, right up to the day of the move-out day to make sure they keep utilities on; return keys, garage door openers, community keys and passes; and remove all personal property. We provide them lists of things to think about in our tenant move out packet so they can avoid additional expenses and earn back their security deposit. Our priority is to get the

property back in rent-ready condition. Most renters want their deposit back and pay close attention to these issues.

## **2. Early Terminations**

Occasionally people get transferred, or buy another home, before their lease ends. There is an early termination stipulation in the lease that allows the tenant to move early by paying a one month's rent penalty up front. This will allow us to put the home on the market again on the tenant's behalf. During the time the home is on the market to find another tenant – the current tenant is still under the lease agreement and is obligated to pay rent, keep the utilities on, and the home maintained. Once a suitable replacement tenant is found, the old tenants lease can be terminated early with their security deposit being refundable. We'll notify you immediately if a tenant would like to exercise the Early Termination Clause.

## **3. Coordinated Skips**

Occasionally renters call us in the middle of their lease term and just tell us they're moving for any number of reasons. They lose jobs, get divorced, can't get along with their roommate or just can't afford the rent anymore. They're not skipping, but they're also not offering to pay the early termination fees; they just want to notify us of their intent to move and want to do it under controlled conditions. We'll notify you immediately and will handle all the charges according to the lease and state law.

## **4. Skips and Abandonment**

Every now and then, we find a property has been abandoned. Usually we discover it when we're doing a drive-by due to unpaid rent or an imminent eviction. Often the utilities are off and there's plenty of personal property left behind. When this happens, we'll make a decision about whether we take immediate possession or need to go through the eviction process to gain back control of the home. We will notify you immediately with the intent of keeping you informed.

## **B. During the Move-Out**

We try not to have the tenant present during the move-out inspection, as their presence often turns it into a highly combative event. They usually want to argue about the damages for which we are charging them, claiming the issues were there when they moved in. We will charge for all damages unless we see it on the move-in inspection, or it is normal wear and tear. When they are not present, we will document move out issues that may include pictures and video. This procedure puts us in a good position to defend any necessary charges, and protects the owner from too much conflict which could worsen into a lawsuit. The move-out inspection in most cases will take less than 60 minutes, depending on how much damage needs to be recorded. If we are charging the tenant thousands of dollars for damages, we need to go overboard to document it. Everyone will take their photos (and videos as needed) in preparation for proving the charges to the tenant, or if a lawsuit follows that - the judge.

## **C. Photos and Videos**

For years we have sought to document our charges to the tenant by taking digital photos and video of damages just in case the tenant disputes the charges. Often, carpet stains or excessive damages to the walls don't show up well on photos. Videos have become more popular and can be stored on YouTube as "Owner Walk-Thrus" with no shelf life. This method augments the pictures and will usually highlight things a lot better than pictures alone.

#### **D. Normal Wear and Tear**

Landlord Tenant Laws prevent landlords from charging renters for "normal wear and tear" on the move-out inspection. Most of the conflict comes from this. This is very subjective and we know for a fact that different property managers will come up with uniquely different assessments looking at the same property. We do this with one eye on explaining it to you (and if needed the judge) if the tenant disputes the charges, as the judge has the final say as to charging damages to the tenant. Some owners think the tenant should return the property in the same condition in which they found it or in a rent-ready condition. While some states allow this standard, Texas is not one of those states. Abuse this process and the judge will not go lightly on you when looking over the charges. The Texas Property Code has exact formulas for "normal wear and tear" and judges will often use that as their guide in addition to the length of stay from the tenant. Our experience in these situations will guide this process.

#### **E. After the Move-Out**

Texas law gives landlords thirty days, from the time of surrender, to identify charges and get the information to the tenant for review. Refunding the balance of their security deposit, or sending them a bill with the detailed charges satisfies this requirement. Texas Law also requires that we disburse the security deposit within 30 days of lease end. We will send the tenant a document detailing all the charges they owe, including unpaid rent, late fees, and damages to the property.

#### **F. Disbursing the Security Deposit**

If the tenant disputes any charges, we work aggressively to provide them with the information we have gathered with pictures and video, vendor receipts, quotes, and or estimates for work that needs to be done. We must still abide by the 30-day requirement to notify the tenant in writing what charges were incurred and refund any balances left in their account. No owner wants to get served papers for a lawsuit at their residence or place of work for a few hundred dollars – so we are very aware of this when recommending a deposit refund or any withholdings. Penalties losing deposit dispute cases can be up to 3x in damages.

## **Legal Pursuits**

If the tenant owes money to 1st Choice Property Management once they vacate the home, this is called a "collection" effort. This unpaid debt from the tenant is a difficult thing to collect on. It can be reported to the credit agencies, but this does little to get them to pay in most circumstances as those outgoing tenants often don't have the means to pay. The good tenants,

which we focus on getting into our homes, are the ones who don't have issues like this from their past – which is often a good indicator of their future performance.

The only real way to collect a debt on a tenant is by getting a judgement granted for any outstanding debt. To do this, an attorney would need to be hired, and the tenant would need to be sued through the small claims courts. The tenant would be served and the case would go in front of a judge. Assuming the case can be won, the judge will grant a “judgement” of a certain dollar amount to the owner. This judgement can be filed with the county, and the collection agencies that will tie to that person until the case can be settled. That person would not be able to buy a home with a lender until that judgement is settled along with several other deterring factors. Employers would also see that on their record and ask questions about it.

More or less – this process is like squeezing blood out of a turnip. If the tenant has done less than \$1,000 worth of damage – that whole process of pursuing a tenant would be nullified by any attorney and court costs. But – as the saying goes here – you can sue anyone over anything with a simple small claims suit.

## When It's Time to Sell

Around half of our clients buy the house as an investment property and intend to hold it for a long time. The other half used to live in it and could not sell it when they needed to move. When it's time to sell, there are some options.

### A. Selling to the Tenant

The most efficient sale you will ever have is when you can sell the property to the existing tenant. Everybody loves the idea of selling to the tenant because there is no vacancy between the time the tenant moves out and a new buyer moves in. This is the best of all worlds for the owner. So, if it is good for the owner, why doesn't it happen very often? As a broker, we would love to sell to current tenants every time. It's an easier sale, and there is no move-in or move-out to manage. From the outside looking in – one would think that tenants would buy houses they are living in. They do, just not the one they rented. Why? Here's what we discovered in managing and selling rentals for our clients: when tenants choose a rental, they make compromises in the house, the community and the area. They don't take the time buyers generally take to select just the right house for their family. They aren't thinking ten years, but two; it's just a temporary place to live until they figure out where they want to buy. We do sell homes to renters, but not many.

Secondly, it's a hard sale. Here's the problem; tenants don't do home inspections before renting a home. When people live in a property for a while, they figure out what's wrong with it. They learn the upstairs does not cool in the summer and the neighbor is a crab. They know what needs to be fixed; they know the problems with the property, and often they won't buy it because they know too much about it. This sounds strange, but for some reason

they would rather buy something they know nothing about than buy something they've lived in and know everything about. Stupid as that sounds, we've heard it all before. That being said, if you want to sell the property and it's occupied with a tenant – consult with 1st Choice Property Management and we can best advise you on the strategy to get the home sold.

#### **B. List for Sale**

When our clients are done with leasing the property we often sell the home for them. We have been licensed brokers in Texas for 30 years. Because we know a lot about the property, and we have a relationship with the occupant, we are able to get it on the market before they move out and we don't need much from you to make it happen. When you get notice from us that they're moving, let us know if you want to sell.

#### **C. Short Sales**

It's a common misconception that a short sale is the best way to get rid of a property in a hurry. What people don't understand is that the owner must be several months behind in the mortgage payments (which is damaging to their credit rating) before their lender will even talk to them about taking a discount on the loan payoff (paying it short). They also won't talk to you if the property is rented. The lender thinks if the property is rented, you should be able to make the payments. Short sales are a common phenomenon of the current real estate market which means three things: the lenders are all doing them differently, the rules are changing weekly, and the fad will be over soon. If you think your property is upside down for market value in comparison to the current mortgage, and want to investigate this option, contact your lender and get the story before you call 1st Choice Property Management about offering it to the renter. We've closed a few, but it's a lot harder than it looks.

## Managing the Separation

There will come a day when we decide to part ways. Eventually everyone does. Since it is inevitable, we want it to be a smooth and orderly transition. Because there are license laws and security deposit funds involved, we have to do this very carefully. We have forms and checklists for this process so we don't miss a thing. If there is a tenant in the property this is a little sticky, but we have done it before and know exactly what the issues are. Some owners decide to manage their own property. Some want another property manager, while others want to sell and be done with leasing. Whatever the reason, we will always be willing and cooperative to make the transition smooth. Here is more on the final process of our relationship:

#### **A. Separating in the Middle of a Tenancy**

Either party can initiate a separation. In doing so, the party that wished to terminate the relationship is obligated to provide at least a 30-day written notice. If a tenant is already in the home under a current lease agreement, all documents and funds can be handed over to the owner, or to a new property manager. There are no refunds offered for early

termination. The best time to terminate is between tenants to cause the least amount of confusion for all parties involved with security deposits, other funds and tenant programs. Any tenant benefit program and other 1st Choice supported programs with the tenant will terminate when the management agreement is terminated.

**B. Separating with Cause and without Cause**

Either party can initiate a separation. However, there are two sets of circumstances that generate a separation. One is “for cause”, meaning one of us is unwilling to fulfill their agreement and the other is unwilling to continue to tolerate it. As an example: if we don’t manage as we agreed, and you call us on it, we must be given the opportunity to correct the problem. If we don’t, then you should be able to sever our relationship without penalty. The second is “without cause”, meaning there is no contractual reason to separate, just a need to part company. If that takes place, we are more than willing to separate amicably.

**C. Returning property to Landlord**

As much as we would like to snap our fingers and have your property ready for you the next day after your tenant moves out, this is not possible or responsible. We have 30 days to reconcile the deposit deposition with the tenant. In many cases there is work that needs to be done after a tenant moves out. It is important to understand that we will work as fast as possible to return the property to you but many variables come into play that can change timelines. So please work with your property manager and give yourself a reasonable time frame during this process before you can expect possession back of your property.

## OWNER CHARGES

**1. Utility Management Fee: \$75**

The utility management fee would be assessed if 1st Choice Property Management is asked to spend excessive effort and time in crossing over utilities to include power and water on behalf of the owner. Some municipalities are easy to cross over with a phone call – others require someone to appear in person, pay with a check, and sign paperwork in order to assume the utilities to that home. This will be assessed on a case by case basis.

**2. Drive By Fee – Outside Only: \$75      Weekend Fee – Outside Only: \$100**

We often get requests from owners to run by the home and do a quick drive by to make sure the garage door is down, or the garbage cans get put away. These things we can do, but it requires us to send someone to do this and that costs gas money and time. Fort Worth traffic is often pretty hectic and even the quickest of trips can take an hour or more round-trip.

**3. Walk Thru Fee: \$75      Weekend Walk Thru Fee: \$100**

This fee would be applied if the owner requests us to go to the home and do a walk through with the tenant, or while it is vacant, outside of the normal leasing or renewal process. This would only be applied in certain circumstances that go above and beyond our normal management. Example – the neighbor calls the owner and says they saw something suspicious going on at the home and requests us to do a walk thru to investigate. We can do this, but we

have to charge for the time and gas money involved in getting to the home. This will be applied on a case by case basis.

**4. Owner Foreclosure Charge: \$1000**

This fee is charged if the owner has let the home go into foreclosure. If this happens, we will have to bear the brunt of the abuse from the tenant, and assist them in finding another home. It is often a surprise to us and a bigger surprise to the tenant. This will be on a case by case basis.

**5. Repair Projects over \$1,000 = 15% Out of Network Vendor Oversight Fee**

This fee is only charged if we are tasked with a major renovation or repair and have to organize with “out of network vendors”.. If the homeowner asks us to oversee installation of tile using their own vendors, we have to charge a fee to oversee this large project. There are often several walkthroughs involved, billing, and follow up needed to ensure the job is done correctly. We don’t charge markup for repairs when we use our “in network maintenance team and vendors”.

**6. Additional Inspection Fee: \$75**

In the Management Plans that do not include the annual property assessment Fee – This Fee is Charged for an property assessment with copies provided to the owner.

**7. Meet someone at property: \$75**

We often get requests from owners to meet someone at the property to assist them in gaining access. This could be appraisers, contractors, pest control, inspectors, or even family members. To cover the cost of time and gas money – we charge a fee. Oftentimes, the home has a combination lockbox on it with a key and we can give that information out as required to avoid making a trip there. This fee is charged on a case by case basis.

**8. Court Appearance: \$75 per hour**

This fee is already a part of the property management agreement and would only apply if an owner did not carry eviction protection. It comes into play for evictions, and or lawsuits where we are asked to appear in court on behalf of the owner.

**9. Annual Tax Prep Fee: \$25**

There is an Annual \$25 Tax Preparation Fee to Manager to cover the costs of administration fees associated with all technology features to include electronic delivery of the required IRS Form 1099 each year. This fee is collected annually on 1 January.

**10. Renewals or Extension Fee = \$199**

Each time a tenant renews or extends their lease agreement, 1st Choice Property Management will charge a Renewal Commission of \$199. This charge will be paid the following month after the extended lease agreement has been executed.

**11. Maintenance Coordination Fee = \$20 per processed work order.**

Each time a work order is processed we will charge \$20 to coordinate personnel, materials and equipment for the repair. We will not charge this fee if we can solve the tenants issue over the phone.



**12. Owner's Insurance and surcharge: \$20.00 Per Month – Opt Out Option**

At all times during this agreement while this home is under management, Owner must maintain in effect a public liability insurance policy (Landlords Insurance) that covers losses to the property. This will include an amount equal to the reasonable replacement cost of the property's improvements and containing endorsements showing the insuring party is aware that the home will be leased to prospective tenants. It is required that the Owner name 1st Choice Property Management Fort Worth Texas as "Additionally Insured" on their Owner's Insurance Policy.

All Owners incur a \$20.00 (twenty) per month Administration Surcharge to cover the cost of administrative fees associated with the Landlords Homeowners insurance policy compliance and tracking.

**Owners may OPT OUT** of this \$20.00 (ten) per month Surcharge by providing Manager a letter or notice delivered via mail, email, or fax that indicates 1st Choice Property Management Fort Worth Texas – as named "Additionally Insured" on their Landlords Insurance Policy no later than 15 days from the completion date of this agreement.

Of all the management companies in the Fort Worth area we want to thank you for making us your 1st Choice!

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**1st Choice Property Management**

**Web:** [www.fortworthpropertymanagement.com](http://www.fortworthpropertymanagement.com)



**1st Choice**  
**PROPERTY**  
**MANAGEMENT**