

## HAWAII REALTY MANAGEMENT CORPORATION

Residential Rental Policies and Procedures
(Administrative Matters)

## PAYMENT OF RENT

- 1. Rent is <u>due on or before</u> the first day of each month without notice. Late rent will be subject to a late rent penalty in the amount stated in the Rental Agreement (as Amended) or on the rent statement, if any, whichever is greater. Rent is late if it is not received at our office on or before the first of each month.
- 2. Rent is due without written notice. Generally, rent statements are not sent to tenant unless there is a delinquent balance in the account or there are special charges. If a rent statement is sent to tenant, it will be sent on approximately the 25th of each month for the following month's rent. A copy of this statement should be returned with your payment to ensure proper accounting of your payment.
- 3. If payment is made without the "<u>remittance copy</u>" of the rent statement enclosed, tenant is advised to indicate on the check what the payment is for and to identify which rental account it is to be applied.
- 4. Rent payments should be made payable to <u>Hawaii Realty Management Corporation</u> or as shown on the rent statement, if any. We <u>do not</u> accept multiple checks; make your payment with a single check.
- 5. Rent payment should be mailed to Hawaii Realty Management Corporation, P. O. Box 11189, Honolulu, HI 96828 or to 2745 South King Street, Honolulu, HI 96826. It is recommended that you obtain "proof of mailing" by sending your payment by CERTIFIED MAIL, RETURN RECEIPT REQUESTED.
- 6. Rental payment records are maintained by HRM. Tenants chronically delinquent will be denied continued occupancy.
- 7. Payment by check by a party other than the tenant-occupant should clearly indicate the name of the party for whom payment is being made and the rental account number to which it is to be applied.

#### WRITTEN COMMUNICATIONS

Unless notified otherwise, all communications should be sent to:

Hawaii Realty Management Corporation 2745 S. King Street Honolulu, HI 96826

# SECURITY DEPOSIT

- 1. The security deposit will be equivalent to an amount equal to one month's rent.
- Rent increases will be accompanied by an increase in the security deposit.
- 3. Security deposits are to secure the discharge of all tenant obligations with regard to cleaning, damages, keys, etc.
- 4. The security deposit is not paid or received as payment of rent and will be held by the Landlord without interest.



#### **PRORATIONS**

- 1. Rent prorations will be based on a 30-day month regardless of the actual number days in the month.
- 2. Rent will be calculated on the basis of the daily pro-rata amount times the number of days the rental unit is occupied or could have been occupied by tenant.
- 3. First month prorations will be calculated as follows:

Daily Pro-rata Rate

- X Number of Days Unit to be Occupied
- = Amount Due for First Month
- 4. Unused rent will be refunded in accordance with the following formula:

Rent Paid

- Rent Due for Days Unit Occupied
- = Unused Rent (or Rent Due)

#### RETURNED CHECKS

- 1. Rent payments may be made by personal check unless tenant is notified in writing by HRM that payment must be made by cash, money order, or cashier's check.
- 2. Personal checks, which are returned because of insufficient funds, etc., will be subject to a returned check fee. Fees are subject to change and will be based on our then current Schedule of Fees.
- 3. Tenants having two personal checks returned because of insufficient funds, etc., will not be permitted to continue to pay rent with personal checks.

# **OUT OF STATE CHECKS**

Out-of-state checks (with the exception of bank issued <u>Cashier's Checks</u>) are not acceptable for payment of rent or other costs associated with the leasing of this rental unit.

#### POSTDATED CHECKS

<u>Post dated checks are not acceptable</u>. HRM assumes no responsibility for properly handling such checks. Should you send a postdated which is deposited by HRM prior to the check date, tenant will be responsible for all bank fees assessed against HRM. In addition, HRM will assess tenant with a \$25.00 returned check handling fee. Fees are subject to change and will be based on our then current Schedule of Fees. Checks are presumed to be negotiable when received and will be deposited under that assumption.

# UNSIGNED/UNDATED CHECKS

Unsigned or undated checks will be returned via U. S. Postal Service to the tenant for signing and/or dating. The HRM handling fee for returning these items will be \$25.00. If the check is not returned signed and/or dated prior to the due date (1<sup>st</sup> of the month), it will also be subject to a late fee in an amount provided for in the Rental Agreement. Fees are subject to change and will be based on our then current Schedule of Fees.

## SECURITY DEPOSIT REFUNDS

Security deposit refunds will be made <u>payable jointly</u> in the names of all parties to the lease. This will be strictly adhered to unless a written waiver of tenant's interest in the security deposit is received by HRM. Waiver of security deposit interest must be notarized.

## PROPERTY INSPECTIONS

- Contract obligations require that rental units managed by HRM be periodically inspected. Inspections may
  be as frequently as every three months. Frequency will depend on the requirements for each particular
  rental property.
- 2. Tenants will be notified either in writing or by telephone when an inspection is necessary.
- 3. Inspections will be performed between the hours of 8:30 a.m. 3:00 p.m., Monday Friday, holidays excluded or at other mutually agreeable time.

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- 4. Every effort will be made to schedule inspections at convenient times.
- 5. Tenant failure to schedule an appointment when required will result in HRM setting a time and date at its option.
- 6. Refusal to permit property inspections will be grounds for termination of the Rental Agreement.

#### RENTAL AGREEMENT EXPIRATION

If a tenant plans to vacate the rental unit at the expiration of the Rental Agreement, the tenant is required to serve a twenty-eight day written notification of tenant's intention vacate the rental unit. The tenant shall also call Hawaii Realty Management Corporation to schedule a checkout appointment not less than 10-days prior to the intended vacate date of the rental unit.

## **BREAKAGE OF LEASE**

In the event that a tenant breaks the Rental Agreement, the tenant will be responsible for the following:

- 1. Tenant will be subject to a 20% of one's month's rent breakage-of-lease penalty.
- 2. Tenant will be responsible for the cost of advertising necessary to secure a new tenant.
- 3. Tenant will be responsible for rent up to the date that the new tenant takes occupancy of the unit. If a new tenant cannot be located, the occupant is responsible for rent for the balance of the lease or to the date that the 28 days' notice becomes effective, whichever is later.
- 4. Cleaning the unit as required in the Rental Agreement and related documents, repairing damages, and returning all keys and other items issued to Tenant.

## CO-TENANT TERMINATION OF TENANCY

## **DEFINITIONS**

<u>Co-Tenant</u>. When two or more people rent property together and all sign the same rental agreement – or enter into the same oral rental agreement and move in at the same time – they are co-tenants. Each cotenant shares the same rights and responsibilities for the rent and other terms of the rental agreement. In addition, each co-tenant is legally responsible to the landlord to carry out all of the terms of the rental agreement, including being obligated to pay the entire rent and 100% of any damages to the premises if the others fail to pay their share.

<u>Co-Tenant Termination of Tenancy</u>. When one or more of the co-tenants wants to server his/her/their responsibilities under the rental agreement and desires to move out of the property.

## **PROCEDURES**

- 1. Advise the co-tenants that the rental agreement must be terminated by agreement and a new rental agreement must be enter into by the remaining tenant or co-tenants.
- 2. The termination of the existing rental agreement and the execution of the new rental agreement must be handled like an escrow with the new rental agreement being fully executed prior to executing the termination of the existing rental agreement. HRM standard forms will be used for the new rental agreement. The "Landlord-Tenant Agreement to Terminate Lease" form will be used to terminate the existing lease.
- There is an administrative fee assessed by Hawaii Realty Management to draft the documentation.
  This fee is 15% of one month's gross rent but not less than \$100. The fee must be paid in advance
  of document preparation.

## MOVE-IN ARRANGEMENTS

 Condominium and cooperatives ordinarily have rules and regulations governing the moving in and out of residents. Usually, moves must be scheduled and reservations for the use of the elevator must be made with the resident manager of the building.

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2. Tenants are advised to contact the resident manager to ascertain the requirements of the particular building they will be residing in. HRM will not be responsible for arranging moves or for informing tenants of the rules of the particular building.

## REGISTRATION

Tenants will be responsible to register with the Resident Manager of the condominium or cooperative building in which they rent.

#### UTILITIES

Tenants are to make their own arrangements for water, gas, electricity, telephone, cable TV or any other service unless provided by the Owner.

Hawaiian Electric	(808) 548-7311	M-F, 6:30 AM – 6:00 PM
Hawaiian Telcom	(808) 643-3456	Billing Questions
	(808) 643-3456	New Service
Hawaii Gas	(808) 535-5933	M-F, 7:30 AM – 4:00 PM
	(808) 526-0066	24-hour Emergency
Board of Water Supply	(808) 748-5000	Listen to selections
	(808) 748-5010	Water Emergencies Only

## DECUCTIONS FOR INCIDENTAL REPAIRS PERFORMED BY TENANT

Tenant will not be allowed to make deductions from the rent for minor or incidental repairs performed unless it has been approved by HRM and a completed Deduction Authorization has been filed by the authorizing Rental Agent. The Deduction Authorization must accompany the rent payment from which the deduction has been taken by the tenant.

# TELEPHONE AND OTHER COMMUNCIATION NUMBERS/ADDRESSES:

The tenant is to furnish HRM with tenant's business, residence, pager, cellular, answering service or other telephone communication numbers. In addition, tenant shall provide HRM with tenant's email addresses or other digital address. When any of the foregoing telephone numbers or digital addresses are changed, HRM is to be informed and provided with the new numbers and/or address. You may notify HRM of these changes by US Postal Service or by email sent to <a href="mailto:hawaiirealty@msn.com">hawaiirealty@msn.com</a>. All email shall include, at the beginning of the subject line, your Account Number as shown on your monthly rental statement. Should you fail to include this information at the beginning of the subject line, your email will be automatically deleted as SPAM.

## **FUMIGATION**

HRM does not provide regular and continuing fumigation services as a part of the Rental Agreement.



## SHOWER SURROUNDS/TUBS/OTHER PLUMBING FIXTURES

Tenant is hereby informed that tubs and shower surrounds (especially <u>cultured marble</u> or other synthetic types) and other plumbing fixtures <u>should not</u> be cleaned with an abrasive product (e.g., Ajax, Comet or similar abrasive cleaners). We have been informed by commercial suppliers of cultured marble and other synthetic or stone materials that these materials should be cleaned with "Gel-Gloss" or other similar product. It is very important that the product label is carefully read to insure that it appropriate for the plumbing fixtures in your unit.



Tubs and other plumbing fixtures should be cleaned with a **non-abrasive** cleaner intended for the cleaning of plumbing fixtures. The currently most popular product is **Kaboom**. It is very important that the product label is carefully read to insure that it appropriate for the plumbing fixtures in your unit.



<u>Toilet Tanks</u>. Tenant shall not put any cleaning product (e.g., chlorine bleach tablets) or any other product or item into the toilet tanks. Professional plumbers report that these products damage rubber parts in the toilet tank. Should it be found that tenant has been putting anything into the toilet tank other than City and County of Honolulu provided tap water, tenant shall be responsible for plumbing repairs incurred.

#### **PAINTING**

- 1. Painting of the rental unit is prohibited without prior written permission from HRM.
- When painting is permitted, the rental unit must be painted in an off-white shade (as specified by HRM
  [Brand/Color]). The completed work must be inspected by HRM when the tenant elects to paint the unit on
  his own.

# WALLS

The tenant is not to make any holes nor affix any glue-on or stick-on material to the walls of the rental unit, unless specifically permitted. The tenant will be responsible to restore the wall to its original condition. To patch nail holes you may want to look into the following products:





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**Note**: Carefully read instructions to insure that the above products are appropriate for your repair needs. If you are unsure, HRM may be able to refer you to a "handyman" to handle the repairs for you at your cost.

You may want to evaluate the product shown below as it may satisfy your utility needs without requiring major repairs when you move out of the unit. We also recommend that you talk with your local hardware suppliers for suggestions and recommendations.



# RESPONSIBILITY FOR DAMAGE

The tenant shall be responsible for any damage or destruction, whether accidental or intentional, to the rental unit.

## **REFRIGERATORS**

Tenant should place an open box of ARM & HAMMER (Baking Soda Fridge-n-Freezer Odor Absorber) to keep appliance odor free.



When vacating a rental unit, the tenant shall either leave the refrigerator operating or, if the tenant prefers to shut off the appliance, it shall be dried and the door left open so as to avoid mildew.

# **DISPOSALS**

- 1. Kitchen disposals should be utilized for disposing of soft food waste only.
- 2. Only cold water should be used when operating disposals.
- 3. Tenant will be billed for cost to repair disposal jams.
- 4. Disposal Jams: Use Badger In-Sink-Erator "Jam Buster Wrench" in accordance with manufacturer's instructions. Be sure to confirm that a wrench is in your sink cabinet if you have a disposal.



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# **WASHERS**

- 1. Washers are to be operated in compliance with the manufacturer's instructions.
- 2. Water faucets are to be turned off when the washer is not in use.
- 3. Do not leave the rental unit while the washer is being operated.

#### **DISHWASHERS**

- 1. Dishwashers are to be operated in compliance with the manufacturer's instructions.
- 2. To avoid problems associated with insufficient operation, we request that dishwashers be operated regularly.

## SELF-CLEANING & CONTINUOUS CLEANING OVENS

- 1. Ovens are to be operated in compliance with the manufacturer's instructions.
- 2. Self-cleaning and continuous cleaning ovens should not be cleaned with any cleansers. Cleaning is to conform to the manufacturer's requirements.

## **VACATE NOTICE**

- 1. Tenants are required to provide 28 days' written notice of their intention to vacate the rental unit.
- 2. The vacate notice is to be measured from the postmark date.
- 3. Scheduling of a checkout appointment inspection is the responsibility of the tenant. The tenant is advised to schedule an appointment well in advance to insure obtaining a desired time for the inspection.
- 4. Checkout inspections are performed only by appointment.
- 5. A notice to cancel a vacate notice must be in writing. Whenever a vacate notice is cancelled, the tenant is required to give a new 28-day notice.

## QUESTIONS ABOUT CLEANING

If there are any questions about cleaning and the preparation for checkout, we suggest you call our office. It will be assumed that all cleaning is complete at the time of the final inspection. Therefore, to avoid unnecessary expense to yourself, please do not hesitate to contact our office. See the Cleaning Instructions included in rental documents that you signed before moving into the unit.

## DAMAGE

Damages to the rental unit shall be determined by comparing the check-in inventory with the checkout inventory. Discrepancies shall be charged to the tenant.

## CHECK-OUT APPOINTMENT

It is the tenant's responsibility to schedule a checkout inspection time and date with Hawaii Realty Management Corporation. Please call well in advance to be assured that you can be scheduled at your convenience. Rent will be charged up to and including the day of the checkout inspection and the return of all keys. If repair of damages or additional cleaning is necessary, tenant may be charged for the rent lost for the period necessary to complete required cleaning and repairs.



<u>CHANGES OF POLICIES AND PROCEDURES</u>
These Policies and Procedures are subject to changes, additions and deletions by Hawaii Realty Management Corporation.

# AGREED AND ACCEPTED

	SAMPLE	
Signature	Print Name	Date
		XX/XX/XXXX
Signature	Print Name	Date
Signature	Print Name	Date
Signature	Print Name	Date