

Springboard Affordable Housing Management LLC

500 – LEGAL

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500-2000 Site Procedures

Property should consult with an attorney on legal matters related to eviction procedures, fair housing issues, lease paperwork, and any other legal matter. All legal matters must be reported to the President.

500-2101 Lease

- .1 The standard apartment Lease will be written for an initial period, as noted in each Property's Schedule of Rent and Policy, with exceptions possible under specified management guidelines.
- .2 The initial Term of Tenancy on the Lease reflects the proper time period from the selected quote or as approved on the Schedule of Rent & Policy. All exceptions must be approved by the Regional Manager and outlined on the Schedule of Rent & Policy.
- .3 All dollar amounts for Security Deposit, Rent and extras should be checked for validity per the Schedule of Rent & Policy or the quote..
- .4 All occupants must be named on the lease. All adult occupants (18 years of age or older) must be named on and sign the Lease as Responsible Party and all other occupants should be listed as occupant only.
- .5 A Lease must be signed prior to releasing the key to the resident(s) under all circumstances - NO exceptions.
- .6 Occupancy changes will require the preparation of a new Lease signed by all adult occupants. However, roommate changes may use the appropriate addendum to the lease.
- .7 The Property Manager acts as Agent of the Company and is the person who signs the lease agreements for the Company. The Assistant Manager shall act as Property Manager in cases of absence, and becomes the Agent who signs the Lease for the Company but the Property Manager will ultimately be required to sign the lease
- .8 Each property should have an Attorney Approved Lease Agreement. This is the approved lease for the property. Any changes or corrections should be made in ink and initialed by all parties. Use of white-out on the Lease is prohibited.
- .9 Properties should use Leases which reflect their state laws and follow the procedures as dictated by their State laws which affect residential tenancies. Any questions or situations needing clarification should be discussed with the Eviction Service assigned to the property.
- .10 If a lease must leave the office (i.e. a Corporate Lease or international client), signatures should be notarized.
- .11 Prior to scheduled date of move-in, the Lease document should be prepared and all Lease information should be thoroughly scrutinized by the Property Manager, or designated office personnel, to ensure it has been properly completed. Any deviation from the SRP or the quote must have prior approval from the Regional Manager and noted in the resident's on-site file.
 - Resident Allowances should be noted on the Lease in the following manner:

On the Lease where the rent amount is to be inserted, type in the actual amount the resident will pay on the first of each month; i.e., the net amount. If no additional space is available where a concession can be listed, type in an asterisk next to the amount due(*) with the following "The monthly rent is less a ----- dollar (\$) Resident Allowance which will be deducted monthly until Lease expiration. Be sure to type in the correct monthly allowance amount, i.e. fifty dollars (\$50.00) in the blank shown above and have all adult residents initial the added statement. An addendum should be added noting that if the Lease is not fulfilled, then the allowance will be collected.

- .12 After reading the Lease document, all adult occupants should sign and date the Lease.
- .13 A copy of the executed Lease should be given to the new resident(s) and the original should be placed in the appropriate file along with all other finalized move-in documentation.

500-2110 Thirty-Day Notice to Vacate from Landlord

- .1 Management may serve a Thirty-Day Notice to Vacate (the "Notice") with or without any reason on a month-to-month Lease or tenancy. The Notice must not violate the legal rights of the resident.
- .2 The Thirty-Day Notice should be used for a resident who is a recurring nuisance (i.e. loud parties or refusal to abide by the House Rules, criminal activities, etc).
- .3 Once the decision is made to serve the Notice, the eviction process will be followed.
- .4 After the Notice is served, do not accept payment from the resident unless advised by the Eviction Attorney to accept it.
- .5 Properties should follow the procedures as dictated by their State laws which affect residential tenancies.
- .6 When sufficient documentation has been gathered regarding a potential Notice situation the Property Manager and/or Eviction Attorney should be consulted to verify the situation.

500-2120 Inquiries

- .1 The inquiry procedures are to ensure resident privacy without compromising the well-being of any resident.
- .2 **Well-being checks:** When family, friends or authorities request to inspect an apartment, or are trying to locate the resident to verify their welfare, do not give information about the resident, i.e. his/her apartment number, phone, workplace or any other information. Request they call the Police.
- .3 Should you discover or suspect a resident may be deceased inside their apartment, do not enter. Contact the Police immediately. If you have entered, do not touch anything.
 - If the Police discover a death, the Coroner will seal the apartment and no one may enter until the seal has been lifted.
 - No items may be removed from apartment without written authorization from the estate of the deceased or Probate Court.
 - Any delinquent rent due is to be settled between the Estate/Probate and the property's Legal Counsel.
- .4 Individuals not affiliated with the Company, who visit the property requesting property or company information, are to be referred directly to the Corporate Office unless prior notification and approval has been received from the Regional Manager.
- .5 Corporate employees and individuals sent to a property by the Corporate Office should be given your complete cooperation. If there are any questions as to their employment, contact the Regional Manager or the Corporate Office.
- .6 **Press / Media Contact:** Do not give any information to the Media. Refer them to the President.
- .7 **Official Inquiries:** It is the intent of the Company to show the utmost cooperation with official inquiries without compromising the resident's privacy. In order to look at the resident's file, an official must provide a Subpoena. Officials are: Fire Department, Police, IRS, Justice Department, and FBI. All Officials must show proper ID to receive any information.

- Should an Official request information about a resident, you may give them the apartment number and verify that they do live there after inspecting their ID to confirm who they are.
- If any further information is requested such as income, job, or inspection of their file, a Subpoena must be served.
- Never allow anyone access to the resident's home without a Search Warrant.

.8 Deaths:

- Never enter an apartment if you suspect the resident may be deceased - call 911. If you enter the apartment and discover a deceased resident do not touch anything. Lock the door, return to the Office and call 911.
- If a death is discovered, the Coroner will take control of the apartment and prohibit access. Give the Police and Coroner your full cooperation. Pull all keys to the apartment and secure them in a safe place. Authorities will notify you when you can expect access.
- No items may be removed by anyone, including relatives, without written approval from Probate or the estate.
- Leave the status of the apartment as occupied in OneSite until the unit is vacated.
- If the deceased Resident has any delinquency on their apartment, it must be settled by Probate/Estate and with your property's Attorney. Do not get involved beyond supplying the delinquent information.
- The press, financial institutions and other individuals should not be given information, unless you were notified by the Regional Manager to cooperate with them. If you were not so notified, refer them to the Corporate Office or the Regional Manager.

.10 Normally you will be notified prior to a visit from the Company personnel and individuals sent by the Company. If you are not notified and are unsure who the person is, call the Corporate Office. Be cooperative, give leasing and price information, but do not allow anyone access to resident files.

500-2200 Breaches

The Company will pursue ALL Breaches with the intent to collect all money due to the property. This includes theft, damage, and all other losses related to employee, public, resident, and/or vendor misconduct.

500-2210 Breach of Lease

- .1 Terms and conditions contained in the Lease are called covenants. If a resident breaks any of the covenants in the Lease, Management can serve the resident with the proper notice to require them to vacate.
- .2 A Breach of Lease is pursued at the Property Manager's discretion. Cases based on this type of notice are more difficult and must be carefully documented.
Note: In some cases, it is best if the Eviction Attorney prepares and serves this notice.
- .3 After service of the notice, do not accept money unless it is pre-approved by the Eviction Attorney or Regional Manager.

- .4 Properties should follow the procedures as dictated by their State laws which affect residential tenancies.
- .5 When sufficient documentation has been gathered regarding a potential Breach of Lease Covenant, the Eviction Attorney should be consulted to verify that sufficient evidence exists to proceed.

500-2220 Claims in Probate

- .1 To make a claim against the estate of deceased resident, appropriate papers must be filed with the Courts within four (4) months after the death of the resident. The lease automatically expires upon the death of a resident; however, claims for damages to a deceased's estate are appropriate.
- .2 Properties should follow the procedures as dictated by their State laws which affect residential tenancies.
- .3 Should a death occur at the property, immediately contact the Police, who will contact the Coroner.
- .4 This information should be included on the Weekly Status Report, including the impact to the property; i.e., delinquencies, unit sealed, etc.
- .5 Keep in touch with the family, their attorney, and the Executor of the will should there be one.
- .6 The Attorney must submit a Creditor's Claim within four (4) months after the death of the resident.

500-2300 Evictions

- .1 Failure to pay rent per the Lease agreement will cause Management to begin proceeding with a non-payment of rent eviction. The intent is to collect all money due to the Property.
- .2 Depending on your state law, the Property Manager or an Eviction Attorney will begin the eviction process for non-payment by filing the correct documents with the court in the district the property is located. The proper service of such documents must be handled in accordance with your state laws.

500-2301 Notice to Pay Rent or Quit

- .1 All rents are due and payable on the first of the month.
- .2 A Notice to Pay or Quit will be prepared and served on or before the of the month to each adult resident listed on the lease and any other known adult occupants. The notice must be filled out without error. Only rent dollars due can be shown on the no other charges (i.e. Late Fees or NSF Charges) may be shown, unless they can be in accordance with your property's applicable State Law. Ensure perfection by having more than one person review prior to posting.
- .3 The preferred method of service is Personal Service. Some states only require that the posting be made in a conspicuous place at the residence. Please refer to your state law regarding posting requirements. The correct documentation for the service method is essential.
- .4 After completing service, a Declaration of Service, which is attached to the, must be completed.
- .5 Once the) day period after Service expires, rent should not be accepted from the resident(s) unless approved by the Eviction Attorney or Regional Manager.
- .6 Any doubts or questions regarding the process should be directed to the Eviction Attorney or Regional Manager.
- .7 Properties should use the mandated forms and follow the procedures as dictated by their State laws which affect residential tenancies.

500-2310 Unlawful Detainer

- .1 The Unlawful Detainer must be served to the resident by a qualified Process Server and not by an employee of the Company. The Unlawful Detainer process is handled by the Eviction Attorney.
- .2 For the preparation of the Unlawful Detainer, the Eviction Attorney will need the original written Lease, and original Declaration of Service. Copies of these documents should be kept in the resident's file when the originals are sent to the Eviction Attorney.
- .3 Once the eviction is started no rent should be accepted from the resident unless advised by the Eviction Attorney.

500-2320 Default Judgment or Trial

- .1 If no written response to the Unlawful Detainer proceedings is filed by the resident, the default process proceeds. Should the resident file a written response with the court, it will be necessary to have a trial.
- .2 The Default Judgment or Trial will be handled by the Eviction Attorney or Property Manager.
- .3 A favorable Judgment or Default, rendered at a court trial, will provide that the Management/resident relationship has ended and that Management is entitled to possession of the rental unit. An award for past due rent, attorney's fees and costs will not be stipulated unless there is a written Rental Agreement/Lease.
 - In a default case an Immediate Writ is issued for possession of the premises only.
 - A separate application must be made to obtain a judgment for past due rent, attorney's fees and costs.
 - Once in receipt of the Judgment or Immediate Writ from the court, the Eviction Attorney will notify the Marshall or other court officer to restore possession of the rented unit to Management.
 - Properties should follow the procedures as dictated by their State laws which affect residential tenancies.
- .4 When the Judgment or Immediate Writ is received, it will be forwarded to the Marshall who will post a notice on the resident's door giving the resident five (5) days to vacate but may vary state to state.
- .5 Actual evictions vary state to state. The Marshall will arrange for the Property Manager to meet at the rental unit to insure that the resident has vacated and the locks will be changed by maintenance personnel with the Marshall and Property Manager as witnesses.
- .6 Any personal property left by the resident(s) should be handled in accordance with your state laws. Contact the Eviction Attorney for the correct procedure for disposing personal property. This must be done in accordance with applicable State Law.

500-2330 Collections

- .1 We are required to notify the resident in written form, in accordance with State Law as to the disposition of their deposit. If the sum of the resident's deposits and pre-paid is less than the total charges against the unit, the resident's file will be submitted for collection within thirty (30) days. The legal period varies from state-to-state, so know your local law.
- .2 The apartment should be inspected immediately once keys are received and no later than 24 hours of move out.

- .3 A Final Account Statement (FAS) should be completed indicating any charges due (i.e., delinquent rent), and that a Thirty-Day Notice has been fulfilled in accordance with State Law.
- .4 Accounting must be notified, in accordance with State Law of the move-out and charges assessed, a copy of the FAS will be immediately forwarded to a Collection Agency and the resident's FAS forwarded to the resident by the site.
NOTE: If rent is owed and the apartment is re-rented, we cannot collect double rent. A new FAS form must be submitted to Accounting showing a revision in the collection amount due. The Collection Agency must also be advised of the change.
- .5 Uncollected rent, damages, and legal fees per the FAS in excess of the Security Deposit will be written-off to Bad Debt. This is handled by the OneSite and may vary based on owner requirements. If in doubt, verify with the Regional Manager.
- .6 The FAS should be completed indicating any delinquent rent and/or charges assessed. It is signed by the Property Manager. This should be done to comply with the State's requirements.
- .7 Should the resident have a balance due; the resident's copy of the FAS will be immediately forwarded to the resident by the property staff to facilitate payment. On the outside of the envelope, stamp or write clearly "ADDRESS" CORRECTION IS REQUESTED". If you do not have a new address, mail the copy to the resident at the apartment vacated.
- .8 The Property Manager should make a reasonable attempt to contact the resident at work and try to negotiate a collection. Note your results in the resident's activity in OneSite.
- .9 If a balance is due, attach a copy of the Lease, Application and Credit Report to the FAS and forward it to the Collection Agency.
- .10 As money is collected; the amount should be entered into the Resident's Ledger in OneSite.
- .11 On a monthly basis, the Collection Agency must send a status of Open Accounts to the Property Manager.
- .12 Property Managers should review the Collections report in OneSite and verify that all balances have been turned over to Collections.
- .13 Report all non-pays to TRW, UD Registry or other appropriate tenant screening services unless this is being handled by the Collection Agency.
- .14 If utilizing a collection agency that has a data feed from OneSite; simply check the "in collection" box under special/collection status to transmit the data to the collection agency.