

If you are owed a refund, we can disburse it one of the following ways.

- 1. Issue an electronic refund to the account used for your last rent payment;
- 2. Issue a check in the name of one specific Tenant.

#### Per Wyoming Statute 1-21-1208:

The balance of any deposit and prepaid rent and a written itemization of any deductions from the deposit together with reasons therefor, shall be delivered or mailed without interest to the renter within thirty (30) days after termination of the rental agreement or within fifteen (15) days after receipt of the renter's new mailing address, whichever is later. If there is damage to the residential rental unit, this period shall be extended by thirty (30) days. The renter shall within thirty (30) days of termination of the rental agreement, notify the owner or designated agent of the location where payment and notice may be made or mailed.

If you do not provide us with a forwarding address, we are relieved of our responsibility to provide an itemized list of charges or refund any monies owed.

You notify us of your preference by returning this form in person or by emailing it to support@rentawr.com.

Property Address:			
Method of refund:	□ Electronic refund to pay	ment account on file	
	□ Printed check payable to	):	
	Forwarding Address:		
Tenant 1 (Print):		Sign:	Date:
Tenant 2 (Print):		Sign:	Date:
Tenant 3 (Print):		Sign:	Date:
Tenant 4 (Print):		Sign:	Date:
	Vest Realty and Management		

### **MOVE-OUT INSTRUCTIONS**

- 1. You are responsible for rent, utilities, landscaping, and all other terms of the Agreement until your termination date. Your deposit may not be applied towards the last month of rent or other charges until your lease terminates. If you fail to pay any charges, you will still be subject to Late Fees and/or eviction.
- 2. Move-out does not occur until all occupants are out and keys are returned to the office. Once you surrender the property, you will not be allowed back in for additional cleaning or repairs. Anything left behind will be considered abandoned and we will dispose of it according to your lease.
- 3. If you aren't out by the scheduled date, you will be subject to Holdover Fees.
- 4. If you hold on to the property or the keys beyond the scheduled move-out date, you may be charged a "Hold-Over Fee" per your lease agreement.

### INSPECTIONS

- 1. Pre-inspections are available by request during your last 30 days. The purpose of the Pre-Inspection is to identify areas of concern, predict maintenance needs after your departure, and answer your questions. The Pre-Inspection is not used to determine a refund, if any.
- 2. You will not be allowed back in the rental to complete additional cleaning or repairs. Carpet cleaning should take place during your lease, not after you've turned in the keys.
- 3. The final move-out inspection determines whether you will be charged for cleaning or repairs. We do this inspection alone to avoid distractions or delays.
- 4. Please refer to your Lease Agreement or speak with your Property manager if you have questions about our process.

# **CLEANING INSTRUCTIONS**

Use the following list as a guide for general cleaning practices. If you fail to clean the rental and return it in the same condition as it was received, we will hire a professional cleaning service. It is always cheaper to do it yourself!

- **Trash:** If you have large items that do not fit in the trash receptacle, call the City and request a large-item pickup. They will haul off mattresses, furniture, and other large items but only if you schedule it in advance. If you leave items by the dumpster, you will be charged for removal! Empty all trash from the unit, yard, garage, outbuildings, attic, crawl spaces, etc.
- **Carpet:** All carpet professionally cleaned. Do not use a rental or home machine! Email a copy of your receipt to the office or leave it on the kitchen counter.
- **Refrigerator / Freezer:** Leave the fridge plugged in but set on LOW. Clean out all food, grease, dirt, and fingerprints, including the sides, top, and handles. Wipe off dust, grease, or food particles in the door seals. Pull the fridge out from the wall to clean under and behind it. If necessary, defrost the freezer and remove excess water from the interior.
- **Stove:** Wipe off all food, grease, fingerprints from the top, sides, interior, door and seals. Wipe out the bottom drawer and under the stove top lid (if equipped). If you have a self-cleaning oven, do not use oven cleaner! Remove racks before starting the cleaning cycle and clean them by hand.
- Dishwasher: Emptied. Clean out food debris from filter in the bottom. Clean off door and seals.
- **Cabinets:** empty and wipe out all food or dust. Wipe fingerprints, grease, and food from the face of the cabinets and any doors, particularly around edges and handles. Pledge works well for this.
- Laminate / Tile / Wood Flooring: All floors should be swept and mopped. Remove scuff marks.
- Baseboards, window sills, door trim: Dusted and free of scuff marks.
- Walls: All nail and picture hangers removed. Do not attempt to spackle or fill holes! Wash off fingerprints and smudge marks. Mr. Clean Magic Erasers, basic cleaners, or warm soapy water works well.
- Lights / Light switches: Replace burned out bulbs. Bulbs should be matching in style/brightness. Clean light switches and plates so they are free of dust or fingerprints.
- **Doors:** Washed and/or dusted on all sides. Clean off scuff marks and fingerprints.
- **Closets:** Wipe off shelves, walls, doors, door tracks, and rod.
- Windows: Glass washed inside and out and free of streaks. Wipe out tracks.
- Window coverings: Cleaned according to manufacturer instructions. Ask the office if you have questions. Clean rods, brackets, and other hardware.
- **Bathrooms:** Sinks, toilets, tub/shower, cabinets scrubbed thoroughly. Remove all soap, scum, mold, razors, etc. Mirror and other glass cleaned and free of streaks. Don't forget base of toilet, under lid/seat, as well as the floor behind the toilet. Wipe out drawers and shelves in vanity and medicine cabinets.
- Garage / Storage areas: Empty and free of trash. Oil and other spills should be completely removed (kitty litter works well). Floors swept. Knock down spider webs. Wash windows.
- Yard: Mowed, raked, watered, and edged within 72 hours of move-out. All animal waste removed.
- **Heating / Cooling:** Change air filters. September May, <u>leave heat on</u> and set at 50 55 degrees. June August, turn off heat and cooling. If you turn off heat and the home freezes, you will be responsible for damages!
- Smoke / CO2 detectors: installed and functional.

# WHAT IS ORDINARY WEAR AND TEAR?

Tenants will not be charged for "ordinary wear and tear" defined as "*deterioration which occurs based upon the use of which the rental unit is intended and without negligence, carelessness, accident, or misuse, or abuse of the premises or contents by the tenant or members of his household, or their invitees or guests.*" In other words, ordinary wear and tear is the natural and gradual deterioration of the apartment over time, which results from a tenant's *normal* use of the apartment.

# WHAT'S NOT ORDINARY WEAR AND TEAR?

A Landlord can charge you when the damages are not ordinary. Examples would include a door scratched by a pet, a tree dead from lack of water, or carpet with oil stains from the shoes of a short-order cook.

There are three basic types of damages caused by a tenant that aren't considered ordinary wear and tear. They are:

- **Negligence**. This is when the Tenant does something or fails to do something that should be obvious to a reasonable person. An example would be leaving a window open during a rain storm and water damages the flooring.
- Failure to Warn. This results from the Tenant failing to take steps to prevent damage. For example, the roof could develop a leak. That's not the Tenant's fault and they shouldn't be held liable. However, if they fail to report the leak and it worsens, causing damage to the ceiling, walls, and flooring, then the Tenant may be held liable for failing to act.
- Abuse/misuse. If the tenant knowingly or deliberately mistreats the property, or uses is for the wrong purposes, the damage the tenant causes isn't ordinary war and tear it's abuse or misuse. Examples include sliding heavy furniture and damaging the floor, painting a wall without permission, or mounting a TV or large shelves without permission.
- Accident. Sometimes damage occurs by mistake. The tenant spills wine on the carpet or a child splashes water out of the tub and damages the flooring. Even though it was accidental, the Tenant may still be held liable.

### **OTHER FACTORS**

In evaluating whether apartment damage exceeds ordinary wear and tear, there are some other factors to keep in mind. They include:

- **Extent of damage**. The exact type of damage may be as important as the extent of the damage. For example, two or three nail holes in a wall may be considered ordinary, whereas dozens of nail holes would be considered abuse.
- Length of residence. The longer you occupy a rental, the more wear-and-tear is expected. Carpet warn after ten years may be ordinary; carpet worn out after six months is not.
- Character and construction of building. Older rentals are expected to undergo greater and more rapid deterioration than a newer building. For example, wooden windowsills in an older building may dry out, rot, or crack over time through no fault of the tenant. But if the building is new, it unlikely that the windowsills would crack with-out some carelessness on the tenant's part (e.g., standing on the windowsill to put up drapes)

WEAR-AND-TEAR	DAMAGES	
Faded paint	Unauthorized paint or wallpaper	
Loose wallpaper	Large holes in walls	
Pull strings from blinds are tangled, broken	Ripped or missing screens	
Blinds are faded and cracked	Cuts or burns on kitchen counter	
Carpet has worn spots or traffic patterns	Broken or missing blinds or curtains	
Scuffed wood floors	Stains in carpet	
Dry-rot on window frames or trim	Pet scratches on doors, walls, or floors	
Several small nail holes in a wall	Burned out or missing bulbs	
Finish worn off bathroom faucet	Numerous nail holes in one wall	
	Smoke stains on walls or ceiling	

# **Ordinary Wear-and-Tear vs. Tenant Damages**