

Updated: February 2021

TENANT GUIDE

It is our pleasure to have you as a tenant and wanted to let you know we have updated the MSB Tenant Guide to make your residency as simple as possible. This packet will provide you with helpful information. Please read it thoroughly and keep as reference when necessary throughout your rental term.

If you have not already, we encourage you to set up access to our online tenant portal. MSB partners with AppFolio to provide a convenient and secure online system to pay your rent, check balances, submit maintenance requests, review lease terms, etc. (See the "Online Tenant Portal" section in this packet for set up instructions.)

Feel free to contact the MSB office Monday-Friday, 9:00 AM-5:00 PM if you need assistance or have questions.

Sincerely,

The MSB Property Management Team



IMPORTANT CONTACTS

MSB Office (510) 649-3380 www.msbmanagement.com

Maintenance

- Regular (510) 649-3380 - After Hours Emergency (510) 649-3337

Mailing Address MSB Property Management

P.O. Box 21

Lafayette, CA 94549

Office Location MSB Property Management

1910 Olympic Blvd, Suite 315 Walnut Creek, CA 94596

PG&E (Gas/Electric)

- Customer Service (877) 660-6789 www.pge.com

- Emergencies (800) 743-5000

EBMUD (Water) (866) 403-2683 www.ebmud.com

ONLINE TENANT PORTAL

MSB uses AppFolio for our integrated online property management software. The system is accessible from any computer or mobile device and makes it easy to pay rent, view balances, view lease documents, submit maintenance requests, communicate with the MSB team and more. If you have not already set up your online access, we HIGHLY encourage you to do so.

There are two ways to set up an online tenant portal account:

- MSB can email or text you a link, or...
- Go to the "Login" tab on the MSB website at https://www.msbmanagement.com/login then click on "Tenant Portal"

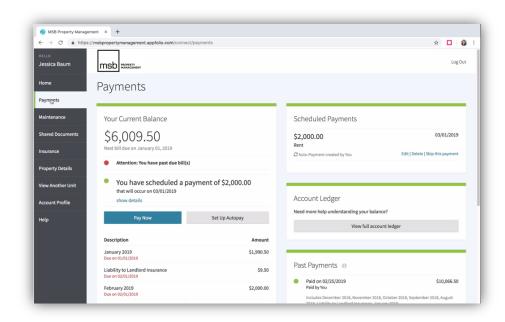
Create your account using the same name, phone and email you used when applying for the property. If the system identifies a match, you will receive an online portal activation code. If you have any trouble setting up your access, feel free to contact MSB at (510) 649-3380. We will be happy to assist you, or refer to this helpful overview online: https://www.appfolio.com/help/online-portal



ONLINE PAYMENTS

Once your tenant portal is set up, paying rent and balances online is simple and secure. When logged in, you will be able to see the following information about your account under the "Payments" tab:

- Current Balance
- Scheduled Payments (setup or edit the autopay feature at any time)
- Account Ledger (history of all charges and payments on your account)
- Past Payments



There are two options for making online payments in the tenant portal:

- eCheck (free of charge and connected to a personal or business bank account), or...
- Credit or debit card (convenience fees apply)

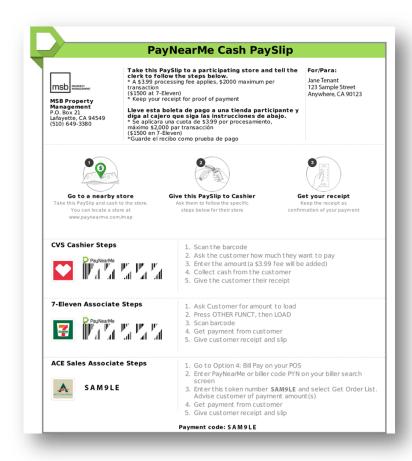
Tenants can securely save banking or credit card information to make future payments fast and easy. You can also edit, add or remove methods of payment at any time. PLEASE NOTE: Once a payment is submitted, you will need to contact your bank or card institution to stop that payment. MSB is not able to stop or reverse payments.



Reminder! Rent must be <u>received</u> by the 5th of each month. Payments made or received after the 5th will be charged a late fee. Late fees also apply for any balances greater than \$0 after the 5th. Please refer to your lease agreement for late fee amounts.

ELECTRONIC CASH PAYMENTS

If online payments are not an option for you, securely pay your rent with cash. An electronic cash payment (ECP) is done using a PayNearMe PaySlip. PLEASE NOTE: You will need to contact MSB to activate this option. Once your PaySlip has been generated, it will have a barcode unique to you. You can re-use the same PaySlip each time you make a cash payment at any participating 7-Eleven, CVS or ACE Cash Express. Search the locations most convenient to your address here: https://home.paynearme.com/all-locations.



Reminder! Rent must be <u>received</u> by the 5th of each month. Payments made or received after the 5th will be charged a late fee. Late fees also apply for any balances greater than \$0 after the 5th. Please refer to your lease agreement for late fee amounts.



MAINTENANCE PROCEDURES

Emergency Maintenance

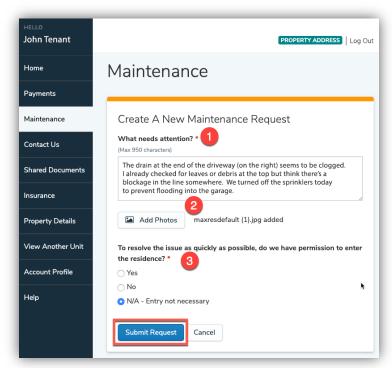
An emergency is defined as a maintenance issue that will cause a safety hazard to residents, or imminent damage to property so that fixing it <u>cannot wait</u> until the next business day. A few examples would be a backed-up sewer, a broken pipe causing flooding, a tree that has fallen on a structure. True emergencies are rare, but they do happen:

- In case of FIRE leave the area immediately and call 9-1-1. Notify MSB only after it is safe to do so.
- If you smell NATURAL GAS, see DOWNED POWER LINES, leave the area immediately and call 9-1-1. Then, call PG&E at 1-800-743-5000. Notify MSB only after it is safe to do so.
- If you have a MAINTENANCE EMERGENCY, call MSB at 1-510-649-3380 (or 1-510-649-3337 after hours).

Non-Emergency Maintenance

For more common maintenance issues such as appliance repair, a dripping faucet, air conditioning that's not working, a slow drain, etc., it is best to submit work orders through the tenant portal. (Refer to the "Online Tenant Portal" section in this packet for set up instructions.) After logging in, submitting a request online is done three simple steps:

- 1) From "Maintenance" tab, click on the "Request Maintenance" button.
- 2) Enter a detailed description of the issue and upload photo(s) if applicable.
- 3) Select your permissions to enter.





PLEASE NOTE: If you are not able to submit your maintenance work order online, phone in your request during regular office hours, Monday through Friday, 9:00 AM-5:00 PM.

Maintenance Response

Maintenance requests are addressed in order of urgency and/or in the order they are received. The independent vendors we contract with are not employees of MSB, so keep in mind they may not be available immediately for non-emergency repairs. Once a vendor has been assigned to your project, they will contact you to schedule service. Please honor your appointment time with the repair technician. If your non-emergency claim has not been addressed within two business days, notify MSB. We will follow up with the vendor and contact you with an update. If a maintenance issue continues after a repair has been made, let us know as soon as possible. Failure to report a continuing problem after a repair is made may make you liable for the cost to repair further damage.

Unauthorized Maintenance

Tenants should not make repairs, improvements or hire contractors, vendors, etc. without prior written approval from MSB Property Management. Without approval, tenants will be responsible for costs and/or corrective repairs. PLEASE NOTE: The exception to this policy is if you are experiencing a MAINTENANCE EMERGENCY (such as a backed-up sewer line or flooding) needing immediate repair but you are unable to make contact with MSB Property Management. In this case, you may need to engage services with an appropriate vendor and pay out-of-pocket. Be sure to get a receipt, notify MSB as soon as possible and submit a copy of your payment receipt to us for a reimbursement credit.

Maintenance Charges

Landlords are responsible for ensuring that the residences they lease are habitable. They are not, however, obligated to fix problems or damages you, your guests, family members or pets cause. Repair or cleaning that is necessary due to tenant negligence or abuse are the responsibility of the tenant(s). Some examples include (but are not limited to):

- Sewer backups caused by flushing excessive amounts of toilet paper or items such as feminine products, wipes (including those labeled "flushable"), diapers, paper towels, clothing, toys, etc.
- Plumbing issues or backups caused by allowing excessive amounts of hair to go down drains
- Plumbing issues or backups caused by allowing grease or excessive food to go down drains
- Pest infestation due to untidy conditions or unauthorized storage of excessive personal property/trash/recycling
- Damage to flooring, walls, built-ins, fixtures, windows, doors, screens, etc. not present upon move-in
- Damage to appliances, water heater, furnace, air-conditioner, etc. caused by tenant neglect or improper use
- Damage or mildew/mold buildup due to not ventilating damp spaces or improper use of shower curtains/doors
- Damage to siding, roofing, chimneys, fencing, storage spaces, outdoor structures, etc. not present upon move-in
- Damage to landscaping, drainage, decks, patios, outdoor amenities, etc. due to tenant neglect or improper use
- Damage to garage floors, driveways, sidewalks, etc. due heavy equipment, leaking fluids from vehicles, etc.
- Unauthorized removal of fixtures, window coverings, appliances, furniture, etc.
- Failure to report necessary repairs in a timely manner causing more extensive damage
- Charges incurred for failure to meet a vendor for an assigned appointment
- City, service or HOA fines/expenses for violations caused by the tenant
- Any damage not caused by normal wear and tear



TENANT RESPONSIBILITIES

Your responsibility as a tenant is to: 1) Abide by the most current "House Rules." 2) Ensure the rental property stays clean and in good condition during your occupancy. 3) Obtain/maintain an active renters insurance policy to cover personal property and liability. Tenants are liable for the cost of corrective action and/or may be subject to eviction for failure to maintain any of these responsibilities.

Maintain the Premises

Tenants are responsible keeping their unit sanitary and in reasonably good condition:

- Discard all trash/recycling (indoors and out) regularly
- Adequately store all food items and/or do not leave food out for extended periods
- Prevent grease, grime, and dirt buildup
- Prevent rust and soap scum buildup
- Ensure spaces are reasonably ventilated to prevent mold, mildew and/or water damage
- Maintain appliance cleanliness (including hood vents)
- Check/replace heater and/or air conditioning filters every three months
- Properly disposal of any toxic waste such as oil, antifreeze, batteries, solvents, etc.
- Do not store excessive personal items/trash/recycling where pest or rodents may harbor
- Maintain exterior landscape by mowing, trimming, weeding, fertilizing and watering (if noted as the tenant's responsibility in your rental contract)

Prevent Excessive Damage

In addition to keeping the rental unit reasonably clean and maintained indoors and out, tenants should avoid causing damage through negligence or recklessness. Normal wear and tear is expected, but damage that leaves the property in worse condition than when a tenant moved in is not. Tenants will be liable for:

- Removal of fixtures, including lights, appliances or permanent decorative items
- Damage due to pets/service animals
- Damage caused by fires or smoke as a result of negligence or reckless conduct
- Tampering of smoke or carbon monoxide detectors
- Misuse of designated rooms
- Use of the premises for unlawful purposes
- Violation of occupancy requirements
- Blocking common areas, access points and/or emergency exits

Have Renters Insurance

As outlined in your lease, MSB Property Management does not maintain insurance to cover your personal belongings or personal injury. MSB requires tenants to obtain their own renters insurance coverage against all risk to personal harm and property damage. Your policy must cover personal property and liability coverage. MSB Property Management should be named as the "additional insured" (for automatic notification when policies are renewed), or you will need to manually provide evidence of your active renters insurance policy each year.



GENERAL INFORMATION

Lease Duration and Renewals

The duration of your rental agreement is specified in your lease. If you plan to stay beyond your lease term, contact MSB 30 days before the end of your lease term to discuss your renewal options.

Security Deposits

Your security deposit is a one-time deposit paid at the beginning of the lease. It is not to be used for payment of rent. The purpose of a security deposit is to pay for any damages caused by the tenant(s) or their guests. If you do not pay rent at any time (including the last month you are in the unit), you will be subject to eviction proceedings. Any refund of your security deposit will be mailed in the form of a single check made out to all parties on the lease within 21 days after move out and receipt of keys. At the end of tenancy, deductions from your deposit refund may be taken for:

- Reasonable cleaning charges if necessary
- Failure by the tenant to restore, replace, or return personal property or appurtenances
- Damage to the unit caused by the tenant or tenant's guest(s) that exceed normal wear and tear

Renters Insurance

As a tenant, you might mistakenly believe the landlord or owner's property insurance will cover your belongings in the event of a problem. However, that property insurance only covers the building, not your possessions or injury. A renters insurance policy covers theft or damage to your personal possessions and shields you from liability if your actions damage another person's property. As outlined in your lease, MSB requires that tenants obtain and maintain coverage for personal property and liability for the duration of their tenancy.

Pets/Animals

Animals are only allowed with PRIOR APPROVAL from MSB Property Management. Documentation must be provided for service/support animals. If allowed, an additional pet deposit will apply. Pets/animals must be on leash at all times in common or public areas. Tenants should not leave pets unattended on the Premises for extended periods. Outdoor kennels/cages are not allowed in common areas. Tenants shall provide proper care, food and shelter for the animal(s) at all times. Any animal waste should be picked up and properly disposed of to avoid pest and health issues. No breeding of the pet(s) shall be permitted at the rental property. If an animal is disruptive, causes damage and/or becomes a nuisance, action may be taken by management.

Kevs

You are responsible for the safekeeping of your keys. Upon move-in, you will receive a set of the necessary keys (or fob, key card, etc.) to gain access to the property. If applicable, you will receive one (1) mailbox key per unit. All issued keys must be returned upon move out. If you get locked out or lose your keys, you can hire a locksmith at your own expense, or spares may be obtained from the MSB office during business hours. Please call prior to your arrival to ensure we have the key(s) you need. The replacement fee is \$25 per key. If we need to come to your property to open a door, the lockout fee is \$50. Key fees are non-refundable. PLEASE NOTE: Tenants shall not change the locks or add a deadbolt lock without notifying MSB. Any new key(s) must be supplied to MSB within 5 business days.



Internet/Cable

Approval from MSB Property Management is required PRIOR to installing internet, cable or any other service that involves a physical alteration to the premises. DO NOT drill holes, cut surfaces or mount any equipment inside or outside the building without written permission. Tenants will be liable for the cost of corrective repairs and/or damages due to unauthorized, improper or poorly installed items.

Vehicle Parking

Only approved and operational vehicles belonging to tenants is allowed in designated parking areas. Parking spaces are for vehicles and not for storage of personal items. Please notify MSB Property Management if you need to make changes to the vehicle(s) we have on file. Unauthorized parking is subject to towing at vehicle owner's expense.

Guests/Visitors

Guests are the responsibility of the tenant(s) they are visiting. Guests may stay a maximum of 14 days in a six-month period or seven nights consecutively on the Premises. Please contact MSB immediately if you need an application to add occupants to your lease.

Noise

Residents, visitors and guests should be considerate of neighbors. Noise ordinances in most cities state that quiet hours are to be observed between 10 PM and 7 AM every day. Excessive sound from talking, music, televisions, vehicles and other sources must be reduced during these hours both indoors and outside. If disturbances are reported against you, you will be notified. Repeated disturbances are a violation of your lease agreement.

Smoking

Smoking is prohibited on the entire property, including in individual units, all common areas, outdoor spaces, and in all buildings on the premises. "Smoking" means inhaling, exhaling, burning, vaping, or carrying any lighted cigar, cigarette, pipe or any other device containing any tobacco product or any other leaf, weed, plant or other products.

Loitering

No loitering should occur in the common areas at the rental property, including parking areas, shared outdoor spaces, stairwells, balconies, catwalks, etc.

Notice to Vacate

If you plan to vacate at the end of your lease term or after converting to a month-to-month occupancy, you must submit a Notice to Vacate in writing to MSB <u>30-days in advance</u> of your move out. You can write your own letter or use the <u>30-Day Notice</u> template provided on the MSB website on the "Current Tenants" page.



MOVING OUT

Move Out Process

If you have fulfilled the duration of your lease contract and do not plan to continue tenancy, MSB's move out procedures are as follows:

- Submit your Notice to Vacate in writing to MSB at least 30-days before your move out date
- Arrange for your move out inspection with an MSB team member
- Ensure any outstanding bills and rent balances are paid in full (security deposits may not be used to pay rent)
- Provide your forwarding address to MSB
- Clear away all personal items (including unwanted items/trash) from the premises
- Thoroughly clean your unit
- Return all keys to MSB Property Management

Move-Out Cleaning

Normal wear and tear in a unit is expected and acceptable. Leaving a property dirty is not. Here's a cleaning checklist to prepare for your move out inspection:

- Remove all personal items and trash
- Empty and clean all kitchen appliances
- Clean/disinfect counters, cabinets, sinks, toilets, tubs/shower surrounds, etc.
- Vacuum, sweep and/or mop all flooring (see note about carpet cleaning below)
- Dust all shelving (including inside closets and cabinets), ceiling fans, light fixtures, etc.
- Wash windows and clean window treatments (see note about drapery cleaning below)
- Wipe off any smudges or marks on walls, doors, cabinet handles, light switches, etc.
- Replace any missing or burned out light bulbs

Carpet Cleaning: DO NOT rent machines from a store, use a home carpet cleaner or employ chemical cleaning. Only professional <u>steam cleaning</u> is allowed. Feel free to contact MSB Property Management for a list of approved carpet cleaning vendors or we can contract this for you.

Trash/Unwanted Personal Items: If you have trash and/or unwanted personal items that exceed the amount of a normal pickup, you will need have it removed at your own expense. Do not leave next to dumpsters, curbside or anywhere on the premises. Tenants will be charged for hauling/disposal services if items are left behind.

Painting/Filling Holes: We ask that you DO NOT fill holes or touch up paint unless you are certain the paint will match. Tenants will be liable for costs of corrective work if necessary. Contact MSB Property Management if you would like to discuss repair options.

Drapery Cleaning: DO NOT wash fabric draperies. Draperies must be dry-cleaned only. Tenants are expected to dry-clean any draperies upon move out if they get dirty or stained during tenancy and will need to provide receipts to MSB Property Management.



FREQUENTLY ASKED QUESTIONS

Can I get a pet after moving in?

Any pet or service animal MUST BE APPROVED IN ADVANCE BY MSB. Additional pet fees will be required. Hiding an unauthorized pet or animal from management may result in fines and/or eviction.

What happens if I pay my rent late?

Rent is ALWAYS due on the first day of the month. Rent is considered late if not received by midnight on the first, although MSB provides a five-day grace period. If your rent is not received by 5 PM on the 5th day of the month, your account becomes delinquent and will be charged a late fee as outlined in your lease. This late fee amount is due with your rent payment.

I locked myself out. What should I do?

You can call a locksmith at your own expense or call the MSB office during business hours to make arrangements to either pick up a spare (\$25 per key) or have an MSB team member do an onsite lockout visit at your location for \$50. PLEASE NOTE: Availability may vary so lockout visits are not always possible. Key/lockout fees are non-refundable.

Can I hang my own window treatments?

Window coverings are provided in many of our properties. If your unit has window coverings you do not like or would like to supplement, please contact MSB for authorization to install alternatives at your own expense. Be aware that you may be liable for any damages caused by installation, removal, or replacement.

Can I put up holiday decorations?

Yes, but items that cause damage, are hazardous, use excessive power/water, are offensive or block emergency exits are not allowed. Holiday decorations and/or lights may not be displayed more than 60 days. Live Christmas trees must be removed in a timely manner after the holiday and disposed of according to city requirements.

Someone broke into my unit or car. What should I do?

Start by filing a police report. If there is any damage to the building, notify MSB if repairs are necessary and provide a copy of the police report with your work order. If any personal property was damaged or lost, file a claim with your insurance provider.

Someone is parked in my parking space. What should I do?

Leave a friendly note letting them know. If the car is not moved within a reasonable amount of time, call MSB during business hours for assistance.

When do I get my security deposit back? Can I use it to pay my last month of rent?

You are entitled to an accounting of your security deposit, as well as the appropriate refund within 21 days of vacating the rental property and key return. Security deposits are not to be used for payment of rent. If you do not pay rent at any time (including the last month you are in the unit), you will be subject to eviction proceedings.



My neighbor is disturbing me. What can be done about it?

Start by having a friendly conversation with your neighbor. It's more productive if you can reach a solution together. MSB is not responsible for managing relationships between tenants/neighbors, nor can we control people's behavior. However, tenants should be respectful of the property and surrounding residents. If reoccurring disturbances such as excessive noise, smoking, parking in unauthorized spaces, etc. become a problem, document it and let us know. We can remind tenants of the "House Rules" and good neighbor behaviors. If corrective measures are not made within a reasonable amount of time, further action may be taken. PLEASE NOTE: If illegal or dangerous activity is occurring, please contact the police or appropriate authorities immediately.

What should I do if there's an earthquake?

It's best to be prepared in advance. If you don't already have a plan to protect yourself, consider resources such as https://www.ready.gov/earthquakes. After an earthquake, there can be hazards such as damage to the building, leaking gas and water pipes, downed power lines, etc. Since it is unlikely that emergency services will be able to respond immediately, you should:

- Expect aftershocks to follow the main shock of an earthquake
- Check yourself to see if you are hurt and help others if you have training
- If you are in a damaged building, go outside and quickly move away from the building
- Do not enter damaged buildings
- Report any obvious structural damage to MSB when it is safe to do so
- In case of personal property damage, contact your insurance company to file a claim

Can I sub-lease the property?

No. Subletting is never allowed and not advised because it puts unnecessary liability on all parties listed on the lease.

My roommate is moving out, but I want to stay. Can I do that?

Let us know as soon as possible so we can discuss your options. If we can continue your lease, here are two common solutions: 1) Replace the departing roommate with a new one. Any new prospects must fill out a rental application for screening. If approved, a change is made. DO NOT move someone in without notifying MSB and going through the application process. Doing so is considered subletting which is prohibited and puts unnecessary liability on you. 2) Keep the unit without replacing the roommate. To do this, the remaining tenant(s) must provide current proof of income to determine the financial viability of keeping the unit without the person(s) moving out. If approved, the departing roommate(s) will be removed from the lease. PLEASE NOTE: In both cases, security deposits are not refunded until the entire unit is vacated. It is up to the departing, remaining and/or incoming roommate(s) to reach an agreement about how the security deposit will be handled. MSB Property Management is not responsible for arbitrating or mediating disputes.

If my roommate moves out, can MSB find me a new one?

No. It is the responsibility of the remaining tenant(s) to find replacement roommates. All prospects must submit an application for screening and be approved in order to be allowed to move in. DO NOT move someone in without notifying MSB and going through the application process. Doing so is considered subletting which is prohibited and puts unnecessary liability on you. PLEASE NOTE: Security deposits are not refunded until the entire unit is vacated. It is up to the departing, remaining and/or incoming roommate(s) to reach an agreement about how the deposit will be handled. MSB Property Management is not responsible for arbitrating or mediating disputes.