

April 13, 2026

*Via regulations.gov*  
Federal Trade Commission  
Office of the Secretary  
600 Pennsylvania Avenue NW, Mail Stop H-144 (Annex R)  
Washington, DC 20580

**Re: Unfair or Deceptive Rental Housing Fee Practices ANPRM, Project No. R207011**

The National Consumer Law Center (NCLC), on behalf of its low-income clients, along with the National Association of Consumer Advocates, the National Housing Law Project, the National Low Income Housing Coalition, and PolicyLink, are pleased to submit these comments in response to the Federal Trade Commission's (FTC or Commission) Advanced Notice of Proposed Rulemaking (ANPRM) concerning unfair or deceptive rental housing fee practices.<sup>1</sup> We thank the Commission for proposing to commence a rulemaking that would help protect renters and rental housing applicants from pervasive and egregious junk fees-related practices.

These comments discuss the dizzying array of junk fees tenants pay to secure and maintain rental housing and how these fees contribute to housing unaffordability and precarity. In addition, these comments provide evidence showing the prevalence and persistence of these fees in the rental housing market. This evidence includes data from a survey that NCLC conducted of legal services providers, nonprofit attorneys, and others working with tenants between March and April 2026.<sup>2</sup> Our comments discuss the 171 responses from 40 states and Washington, DC.

In response to questions 55 to 74 of the ANPRM asking about the text of any proposed rule, we urge the Commission to promulgate a rule regulating rental housing junk fees that:

- Prohibits hidden, misleading, and excessive fees.
- Applies to landlords, property management companies, rental listing platforms, and any third parties charging or conveying information about rent and/or fees related to rental housing.
  - Any rule should apply across the rental market without any exemptions because the prolific use of property managers, third-party vendors, multiple LLCs, and

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<sup>1</sup> Rule on Unfair or Deceptive Rental Housing Fee Practices, 91 Fed. Reg. 12325 (proposed Mar. 13, 2026), <https://www.federalregister.gov/documents/2026/03/13/2026-04907/rule-on-unfair-or-deceptive-rental-housing-fee-practices#citation-7-p12326>.

<sup>2</sup> This survey follows NCLC's prior survey of legal services and nonprofit attorneys from around the country who work with clients in rental housing-related contexts between March and April 2022, captured in comments in response to the Commission's Advance Notice of Proposed Rulemaking regarding unfair or deceptive fees, R207011 and in NCLC's report, *Too Damn High: How Junk Fees Add to Skyrocketing Rents*. See *infra* Appendices C & D.

other property technology (PropTech) makes it impossible to categorize operators as small businesses or "mom and pop" landlords.

- Bans mandatory and optional fees that:
  - Are excessive in amount or greater than the landlord's cost for a service.
  - Provide little or no value to the consumer in exchange for the charge.
  - Pay for services that the landlord is already required to provide.
  - Pay for services not ultimately provided.
  - Prevent competition.
  - Violate the common-law doctrine against liquidated damages.
  - Are prohibited by state or local law.
  - Are contrary to public policy.
- Requires landlords to disclose in writing, before the tenant applies for housing, in any advertisements, and, prior to lease execution, on the first page of any rental agreement, the total cost of the rental unit, including itemization of all mandatory and optional fees and a statement of whether they are one-time or ongoing.
  - The FTC should provide a model document that complies with the rule.
- Requires landlords to receive written, informed consent before charging for fees for optional goods or services, which should be reasonable in amount.
  - Defines "written, informed consent" as providing a disclosure containing: (1) a description of the good or service; (2) the amount of the fee for the good or service; and (3) how the tenant can cancel or opt out of the good or service.
- Clarifies that vague descriptions of fees that a reasonable consumer would not understand violate the rule.
  - Explicitly prohibit misrepresentations regarding any amount included in the total price as well as any other fee or charge the consumer may pay.
- Defines fees as "mandatory" if they are not reasonably avoidable or if a reasonable consumer would expect that the good or service is included with the purchase or part of the transaction.
- States that, where additional costs that are excluded from the total price are variable, the landlord or third-party must disclose the existence of such costs and any formula or method for their calculation.

We also urge the Commission to continue to bring enforcement actions against actors engaging in deceptive and unfair junk fees practices.

Our comments include four appendices:

- **Appendix A:** Excerpts from selected comments reviewed through April 7, 2026, in response to the current ANPRM.
- **Appendix B:** Comments that NCLC submitted on February 7, 2024, in response to the Commission's Notice of Proposed Rulemaking to promulgate a trade regulation rule entitled "Rule on Unfair or Deceptive Fees," R207011.
- **Appendix C:** Comments that NCLC, NHLP, NACA, and 36 other organizations submitted on February 8, 2023, in response to the Commission's Advance Notice of

Proposed Rulemaking regarding unfair or deceptive fees, R207011, which focused on rental housing junk fees and contained a survey of legal services and nonprofit attorneys from around the country who work with clients in rental housing-related contexts between March and April 2022.

- **Appendix D:** NCLC’s report, *Too Damn High: How Junk Fees Add to Skyrocketing Rents*.

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## I. Rental Housing Junk Fees Harm Millions of U.S. Households

### A. Junk Fees Render Rental Housing Even More Unaffordable and Precarious

Renters across the country continue to face an affordable housing shortage. 45 million households—or one third of all U.S. households—are renters.<sup>3</sup> In 2024, renter cost burdens hit another record high, with 22.7 million households spending more than 30% of their income on rent and utilities.<sup>4</sup>

A dizzying array of junk fees to secure and maintain rental housing costs renters millions of dollars per year and pushes safe, decent, and affordable housing out of reach. Renters often must pay unavoidable junk fees:

- During their search for housing (such as application fees or fees to “hold” an apartment),
- Throughout the duration of their lease (for example, excessive late fees, processing or administrative fees, maintenance fees, notice fees, valet trash fees, or pest control fees), and
- At the end of their lease (such as fees for cleaning and move-out fees).<sup>5</sup>

These junk fees can add hundreds of dollars per month to the rent. As reported in *Business Insider*, the fees charged to one California tenant almost quadrupled over the past decade to \$165 per month, while her rent rose by about 70%.<sup>6</sup> Similarly, as one tenant who filed a

<sup>3</sup> Jonathan Gross, Fannie Mae Research Identifies Challenges Faced by Today’s Renters (Feb. 1, 2024), <https://www.fanniemae.com/research-and-insights/perspectives/research-identifies-renter-challenges>.

<sup>4</sup> Joint Ctr. for Hous. Studies of Harvard Univ., *America’s Rental Housing 3* (2026) [hereinafter *America’s Rental Housing 2026*], [https://www.jchs.harvard.edu/sites/default/files/reports/files/Harvard\\_JCHS\\_Americas\\_Rental\\_Housing\\_2026.pdf](https://www.jchs.harvard.edu/sites/default/files/reports/files/Harvard_JCHS_Americas_Rental_Housing_2026.pdf).

<sup>5</sup> Ariel Nelson, April Kuehnhoff, Chi Chi Wu, & Steve Sharpe, Nat’l Consumer L. Ctr., *Too Damn High: How Junk Fees Add to Skyrocketing Rents* (2023), <https://www.nclc.org/resources/too-damn-high-how-junk-fees-add-to-skyrocketing-rentins/> [hereinafter NCLC, *Too Damn High*]; see also *infra* Section II. A.

<sup>6</sup> Alex Nicoll & Cecilia Reyes, *‘Juice this hog’: How real estate companies supersized renter fees*, *Business Insider* (May 3, 2025), <https://www.businessinsider.com/junk-fees-rental-apartment-housing-costs-history-2025-5>; see also Zach Neumann & Katherine Fallon, *Urban Inst.*, *Rental Junk Fees Are Harming Renters* (2025), <https://housingmatters.urban.org/articles/rental-junk-fees-are-harming-renters>; Katie Burke, *Colorado bans apartment landlords from collecting ‘junk fees’*, *Colorado Star* (April 22,

comment to this ANPRM described, their base rent is \$1,200 per month but their “actual monthly payment is approximately \$1,700 due to a series of mandatory, non-optional charges,” reflecting a “\$500 increase above the advertised rent.”<sup>7</sup> The tenant noted that the required charges include “a bundled internet and cable package, a ‘smart home’ fee that provides limited functionality . . . , and a mandatory air filter delivery service.”<sup>8</sup>

Landlords’ leases and ledgers reflect how these junk fees add up. For example, Progress Residential, which manages around 85,000 single-family rental homes, used a 40-page lease in 2024 with at least 15 potential fees—including a \$125 fee for “Lease Administration,” a \$50 “Lease Application” fee, “Insurance Exemption” fees, and a \$75 “trip” fee in addition to repair costs.<sup>9</sup> Similarly, in response to NCLC’s survey, discussed below in Section II. A., a legal services attorney in Washington listed the fees in just one lease they encountered (typos in original):

Maintenance rescheduling fees; Animal Waste Fee; "Extraordinary Aministration Fee" (If a tenant is in violation of their lease and an eviciton follows, \$55 an hour, \$350 minimum for LL's "time"); Utility Coordination Fee (for failing to transfer utilities into name within 2 days of signing lease); Vacancy Coordination Fee (flat fee of \$100 if any work is requierd on unit after tenant vacates); Court appearance fee (\$250 per appearance, if tenant intiates suit against LL); Management Interference Fee (\$250 for contacting the property owner directly); Lease violation fee (different than notice fee, a flat \$250 for each time there is a lease violation, whether a notice issues or not); Notice to Vacate Cancellation (\$100 fee if tenant cancels a prior notice to vacate given by tenant); Governmental Fee Responsibility (If gov. imposes a one-time fee on proeprty, tenatn agrees to pay the entirety of fee); Pre Move out inspection fee (tenant charged \$100 if they don't fill out an inspection form prior to move out).

Landlords frequently do not disclose up front the avalanche of mandatory fees renters must pay.<sup>10</sup> As a result, renters may not know the true amount they will owe every month until they

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2025), <https://www.costar.com/article/1725530122/colorado-passes-law-banning-apartment-landlords-from-collecting-junk-fees>; Aaron Wiener, *Hidden ‘junk fees’ for trash pickup or common areas shock, anger tenants*, Washington Post (Nov. 26, 2024), <https://www.washingtonpost.com/dc-md-va/2024/11/26/apartment-hidden-junk-fees/>; Elvia Malagón, Stephanie Zimmermann & Jesse Howe, *For Chicago renters, added fees mean people end up paying more for apartments*, Chicago Sun-Times (Jan. 12, 2024), <https://graphics.suntimes.com/money/2024/chicago-apartment-rent-landlord-tenant-application-junk-fee/>; Kelsey Turner, *Washington state renters say ‘junk fees’ being used to retaliate, discriminate*, Oregon Public Broadcasting (Aug. 10, 2024), <https://www.opb.org/article/2024/08/10/washington-state-renters-junk-fees/>; Willoughby Mariano, *Landlords nickel and dime metro Atlanta renters with extra fees*, Atlanta Journal-Constitution (June 16, 2023), <https://www.ajc.com/news/investigations/landlords-nickel-and-dime-metro-atlanta-renters-with-extra-fees/6RBFENKIHFAST7CSNFCITWKFT4A/>

<sup>7</sup>Anonymous, Comment on the Rule on Unfair or Deceptive Rental Housing Fee Practices (Mar. 18, 2026), <https://www.regulations.gov/comment/FTC-2026-0266-0022>.

<sup>8</sup> *Id.*

<sup>9</sup> Nicoll & Reyes, *supra* note 6.

<sup>10</sup> See, e.g., Anonymous, Comment on the Rule on Unfair or Deceptive Rental Housing Fee Practices (Mar. 18, 2026), <https://www.regulations.gov/comment/FTC-2026-0266-0022> (“The structure of these fees

begin the lease signing process—at which point they likely will have already paid a nonrefundable application fee and possibly other fees.<sup>11</sup>

Although a renter may be able to manage and plan for a higher rent payment if they know about it in advance, they may not be expecting a laundry list of steep junk fees, which can push them over their budget.

Landlords also may fail to accurately and adequately explain the nature and purpose of certain fees.<sup>12</sup> And throughout the course of their lease, renters may end up being forced to pay:

- Fees for services ultimately not provided,
- Fees for services that the landlord is legally obligated to provide under state law as part of renting a habitable premises,
- Fees significantly greater than the cost to the landlord of a services, or
- Fees prohibited by state or local law.<sup>13</sup>

94% of renters surveyed by Zillow agreed that rental listings should clearly list all fees. 90% think that renters should be able to opt out of fees for services that they do not use. And 76% of renters said that fees should be included in the total rent, rather than charged separately.<sup>14</sup> The Zillow survey results are not surprising given that junk fees—and landlords' failure to provide accurate pricing information up front—can threaten renters' ability to effectively budget, stay in their homes, and access housing in the future. To rein in junk fees in the U.S. rental housing market, renters need a robust FTC rule and robust FTC enforcement.

#### B. Junk Fees Jeopardize Access to Future Housing and Financial Stability

If a tenant ultimately cannot afford to pay the unavoidable junk fees, they may ultimately be forced to vacate the unit. The fees may become an alleged rental debt that a housing provider seeks to collect through a third-party debt collector who reports the account to the Big Three

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obscures the true cost of housing and creates a significant gap between the advertised rent and the actual amount tenants are required to pay. As a consumer, I was not adequately informed of the full financial obligation at the time of leasing, and the ongoing increases have placed a substantial burden on my household budget.”)

<sup>11</sup> NCLC, *Too Damn High*, *supra* note 5, at 17; *see also* Eric Dunn, *The Case Against Rental Application Fees*, 30 *Geo. J. on Poverty L. & Pol'y* 21 (2022).

<sup>12</sup> *See, e.g.*, NCLC, *Too Damn High*, *supra* note 5, at 16.

<sup>13</sup> *See, e.g., id.* at 25–26; *infra* Section II. A.; Elizabeth Blackford, Madison DeLuca, Nicholas Heflin, & Heather K. Way, *The Univ. of Tex. at Austin Sch. of Law Hous. Pol'y Clinic, Combatting Junk Fees in Texas Rental Housing: A Paythway to Fairer and More Transparent Leasing Practices* (2024), [https://law.utexas.edu/wp-content/uploads/sites/11/2024/03/2024-Univ-of-Texas-Housing-Policy-Clinic\\_Combatting-Junk-Fees-in-Rental-Housing.pdf](https://law.utexas.edu/wp-content/uploads/sites/11/2024/03/2024-Univ-of-Texas-Housing-Policy-Clinic_Combatting-Junk-Fees-in-Rental-Housing.pdf).

<sup>14</sup> Manny Garcia, *Renters: Results from the Zillow Consumer Housing Trends Report 2025* (2025) [hereinafter *Zillow Consumer Housing Trends Report 2025*], (<https://www.zillow.com/research/renters-housing-trends-report-2025-35647/>).

credit bureaus. The problem of rental debt remains substantial.<sup>15</sup> Rental debt in the United States is estimated at over \$9 billion, with over 5 million households behind on rent.<sup>16</sup>

Alleged rental debt can haunt a renter long after they have vacated a housing unit—whether they left because of their own accord or because the landlord terminated the tenancy. Rental debt can lead to dunning by debt collectors.<sup>17</sup> Consumers may face demands for rental debt in eviction proceedings or in separate collection lawsuits. When a judgment enters against the consumer, creditors may use post-judgment collection remedies like wage or bank account garnishment.

Rental debt can also lead to negative marks on credit reports, resulting in lowered credit scores. Negative entries in a credit report usually create a long-term barrier to renters obtaining new housing. Around 90% of landlords run credit checks on all potential tenants,<sup>18</sup> often automatically rejecting applicants who are alleged to owe money to former landlords and who have lower credit scores.<sup>19</sup>

### C. Landlords Use Junk Fees as a Profit Center

Landlords charge tenants mandatory and optional fees on top of advertised rent to shift the cost of business to the tenant and generate profit.<sup>20</sup> As a Washington legal services attorney explained in response to NCLC’s survey, discussed below in Section II. A., “junk fees have grown over time” and are a growing cash cow for landlords, especially corporate landlords, and

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<sup>15</sup> See Chi Chi Wu, Ariel Nelson, April Kuehnhoff, & Caroline Cohn, Nat’l Consumer L. Ctr., *Digital Denials: How Abuse, Bias, and Lack of Transparency Harm Renters* 60–63 (2023) [hereinafter NCLC, *Digital Denials*], [https://www.nclc.org/wp-content/uploads/2023/09/202309\\_Report\\_Digital-Denials.pdf](https://www.nclc.org/wp-content/uploads/2023/09/202309_Report_Digital-Denials.pdf); Heather Witzgen, Consumer Fin. Protection Bureau, *Behind on Rent? Examining Rental Housing Delinquencies in New Payment Data* (2025), <https://www.consumerfinance.gov/data-research/research-reports/behind-on-rent-examining-rental-housing-delinquencies-in-new-payment-data/#:~:text=In%20September%202021%2C%20the%20fraction,our%20rental%20housing%20payment%20data> Press Release, Consumer Fin. Protection Bureau, *CFPB Report Highlights Consumer Protection Issues in Medical and Rental Debt Collection* (Sept. 5, 2024), <https://www.consumerfinance.gov/about-us/newsroom/cfpb-report-highlights-consumer-protection-issues-in-medical-and-rental-debt-collection/>.

<sup>16</sup> Nat’l Equity Atlas, *Rent Debt in America: Stabilizing Renters is Key to Equitable Recovery*, <https://www.nationalequityatlas.org/research/dashboards/rent-debt-dashboard> (last visited Apr. 1, 2026).

<sup>17</sup> See, e.g., See Nat’l Consumer L. Ctr., *Assisting Consumers with Rental Debt During COVID-19: Legal Aid and Non-Profit Attorneys Share Their Experiences* (2021), [nclc.org/images/pdf/credit\\_reports/Dec-14-Letter-to-CFPB-Director-Chopra-re-Rental-Debt-Survey.pdf](https://www.nclc.org/images/pdf/credit_reports/Dec-14-Letter-to-CFPB-Director-Chopra-re-Rental-Debt-Survey.pdf).

<sup>18</sup> TransUnion Independent Landlord Survey Insights, TransUnion SmartMove (Aug. 7, 2017), <https://www.mysmartmove.com/tenant-screening-services>; RentRedi, *Background Checks Are Top Priority for Landlords, According to Joint Survey from RentRedi and BiggerPockets*, Yahoo! Finance (May 20, 2025), [https://finance.yahoo.com/news/background-checks-top-priority-landlords-105000006.html?guccounter=1&guce\\_referrer=aHR0cHM6Ly93d3cuZ29vZ2xlLmNvbS8&guce\\_referrer\\_sig=AQAAABYP5q\\_JANlkbSLPq6XjG3vXFkBPzXCdCOUFit2SKIWnOtkQJpqtR6J5-SgqaCHdcsj5O541YkWhooXJZGCFChx-gRDhlt5ZpXpxpLcRY67hM85UCGMuZKh\\_D1CVdnEZQP5SfNtKQpFzK5I6-gDhXUQS6fhG9yhzpkQ-691E\\_1e](https://finance.yahoo.com/news/background-checks-top-priority-landlords-105000006.html?guccounter=1&guce_referrer=aHR0cHM6Ly93d3cuZ29vZ2xlLmNvbS8&guce_referrer_sig=AQAAABYP5q_JANlkbSLPq6XjG3vXFkBPzXCdCOUFit2SKIWnOtkQJpqtR6J5-SgqaCHdcsj5O541YkWhooXJZGCFChx-gRDhlt5ZpXpxpLcRY67hM85UCGMuZKh_D1CVdnEZQP5SfNtKQpFzK5I6-gDhXUQS6fhG9yhzpkQ-691E_1e).

<sup>19</sup> NCLC, *Digital Denials*, *supra* note 15, at 53.

<sup>20</sup> For a historical discussion of how junk fees—often called “ancillary service programs” came to dominate rental housing, see Nicoll & Reyes, *supra* note 6.

large corporate management companies.” Indeed, according to a survey from one real estate technology company, about 65% of “multifamily operators charge fees for extra services,” which can include trash collection, smart home features and parking.”<sup>21</sup> The definition of “extra services” is not clear such that even this high figure could significantly undercount the number of landlords that charge fees in addition to rent.

Publications aimed at landlords and property management companies regularly recommend charging fees—often referred to as “ancillary income programs” for this purpose.<sup>22</sup> One such article explained that “collecting “ancillary income has remained an effective way for many property owners and operators to ensure a healthy profit margin.”<sup>23</sup>

Another article explained that although about two-thirds of multifamily operates already charge fees for extra services, “there is ample opportunity for apartment owners and operators to start – or grow – ancillary income programs.”<sup>24</sup> The article then explains that, for example, a “200-unit apartment community where 75% of residents participate in an amenity, such as a property damage liability waiver program, can generate an additional \$10 per month per unit producing \$18,000 in additional annual revenue,” emphasizing, “[a]nd that’s just for one amenity.”<sup>25</sup> Similarly, an executive at a major property management company explained that their “most notable ancillary income generator is the rollout of our smart-home technology package,” for which tenants pay about “\$25 per month, in addition to their base rent,” for “smart locks, thermostats, Alexa integration, and water sensors.”<sup>26</sup>

One publication even implied that obscuring these fees can help landlords and property management companies: “Sometimes, rolling these added services into a single fee or line item can help easy adoption. It can also provide operators with some much-needed wiggle room when determining which ancillary services to add and how much to charge.”<sup>27</sup> NCLC’s survey data suggests some landlords have taken this approach. For example, a tenant organizer at a nonprofit organization in Illinois explained that many landlords in their area are charging “bundled services fees” and that when tenants “under the same landlord ask what those fees actually cover, they get different answers.” This survey respondent concluded that “many landlords are using this to obscure what costs are actually being covered by their fees in order to make a profit, rather than just pass through existing costs.”

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<sup>21</sup> *Owners Embrace Ancillary Income, Despite Risk*, Multifamily & Affordable Housing Business (Feb. 24, 2025), <https://multifamilyaffordablehousing.com/owners-embrace-ancillary-income-despite-risk/>

<sup>22</sup> See, e.g., Andrew Smallwood, *How to Design an Effective and Adopted Ancillary Revenue Program*, Second Nature (Mar. 3, 2025), <https://www.secondnature.com/blog/ancillary-revenue-programs>; *Owners Embrace Ancillary Income, Despite Risk*, *supra* note 21; Aly J., *4 Best Practices for Adding Ancillary Revenue Streams*, Multifamily Executive (Jan. 17, 2023), [https://www.multifamilyexecutive.com/business-finance/business-trends/4-best-practices-for-adding-ancillary-revenue-streams\\_o](https://www.multifamilyexecutive.com/business-finance/business-trends/4-best-practices-for-adding-ancillary-revenue-streams_o).

<sup>23</sup> *Owners Embrace Ancillary Income, Despite Risk*, *supra* note 22; see also Smallwood, *supra* note 22; Aly J., *supra* note 22.

<sup>24</sup> Foxen Staff, *Maximizing NOI: Ancillary Income Strategies That Boost Multifamily Property Values*, Foxen (Feb. 9, 2026), <https://www.foxen.com/blog/maximizing-noi-ancillary-income-strategies-that-boost-multifamily-property-values>.

<sup>25</sup> *Id.*

<sup>26</sup> Aly J., *supra* note 22.

<sup>27</sup> Foxen Staff, *supra* note 24.

The Commission's complaints against Invitation Homes and Greystar contain similar revelations about the "big business" of "hidden fee bundle[s]."<sup>28</sup>

- **Invitation Homes.** The complaint highlights how, between 2021 and 2023, Invitation Homes charged consumers over \$60 million in "Lease Easy bundle" fees, which included a utility management fee, an "air filter delivery" fee, and "smart home technology" (or "smart home" fee).

In 2019, the CEO had called on the company's Senior Vice President in charge of overseeing the company's fee program to "juice this hog" by making the smart home fee mandatory.<sup>29</sup> In 2021, a company slide deck instructed employees to "only disclose [the Lease Easy bundle] fee on website pages and other marketing collateral when critical."<sup>30</sup>

- **Greystar.** The complaint states that current and former Greystar executives publicly touted the company's ability "to obtain ancillary income for property owners through the mandatory imposition of these services and their associated fees."<sup>31</sup> Between August 2019 and August 2022, Greystar collected over \$100 million in hidden fees from tenants at properties it managed in just four states.<sup>32</sup>

In short, many landlords carefully design "fee programs" to generate significant income at tenants' literal expense.

## II. Overwhelming Evidence of the Pervasiveness of Unavoidable and Unaffordable Rental Housing Junk Fees Shows the Need for an FTC Rule

### A. NCLC Survey of Legal Services, Nonprofit Attorneys, and Others Working with Tenants Conducted Between March and April 2026

In response to the current ANPRM, NCLC conducted a survey of legal services and nonprofit attorneys, as well as others who work with tenants, to obtain information on the state of rental housing junk fees. The survey, conducted between March and April 2026, revealed that junk fees continue to pose a significant problem for tenants across the country. This survey was similar to one that NCLC conducted in 2022 in response to the Commission's prior ANPRM regarding unfair and deceptive fees, R207011, which similarly revealed that tenants across the country faced an array of unavoidable junk fees.<sup>33</sup>

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<sup>28</sup> Complaint for Permanent Injunction, Monetary Relief, and Other Relief ¶ 18, Fed. Trade Comm'n v. Invitation Homes Inc., No. 1:24-cv-04280-SEG (N.D. Ga. Sept. 24, 2024), [https://www.ftc.gov/system/files/ftc\\_gov/pdf/1-Complaint\\_0.pdf](https://www.ftc.gov/system/files/ftc_gov/pdf/1-Complaint_0.pdf).

<sup>29</sup> *Id.*

<sup>30</sup> *Id.* ¶ 19.

<sup>31</sup> Complaint for Permanent Injunction, Monetary Judgment, Civil Penalty Judgment, and Other Relief ¶ 40, Fed. Trade Comm'n v. Greystar Real Estate Partners, LLC, No. 1:25-cv-00165 (D. Colo. Jan 16, 2025), [https://www.ftc.gov/system/files/ftc\\_gov/pdf/greystar\\_complaint\\_-\\_filed.pdf](https://www.ftc.gov/system/files/ftc_gov/pdf/greystar_complaint_-_filed.pdf).

<sup>32</sup> *Id.* ¶ 42.

<sup>33</sup> Nat'l Consumer L. Ctr. et al., Comments on Advance Notice of Proposed Rulemaking Regarding Unfair or Deceptive Fees R207011 (Feb. 8, 2023), <https://www.nclc.org/resources/group-comments-to-the-ftc-regarding-rental-housing-junk-fees/>; NCLC, Too Damn High, *supra* note 5.

The survey conducted for this ANPRM asked respondents to indicate whether they had a client who was charged certain 1) fees at or before moving into a unit, 2) utility-related junk fees, 3) monthly junk fees, 4) payment-related junk fees, and 5) occasional junk fees. The survey also asked questions about the impact of any state or local laws regulating rental housing junk fees. Respondents had opportunities throughout the survey to provide narrative responses and identify any additional fees not listed in the survey.

We received 171 usable responses. 69% of respondents were attorneys, 13% were housing counselors or advocates or “other,”<sup>34</sup> and 4% were legal assistants/paralegals. 87% of respondents worked at a legal aid or nonprofit agency.<sup>35</sup>

Geographically, the respondent population came from diverse locations. The survey asked respondents in what state they work. The 171 respondents came from 40 states and Washington, DC. The states with the most representation among respondents were Kansas (13), Ohio (11), and Washington (10). Overall, there was wide dispersion of residents over different states, as set out in Table 1 below.

**Table 1: Survey Respondent Distribution by State**

<b>State</b>	<b>No. of Respondents Per State</b>
Alabama	6
Arizona	4
California	8
Colorado	2
Connecticut	6
Washington, DC	3
Delaware	1
Florida	4
Georgia	3
Idaho	8
Illinois	5

<sup>34</sup> “Other” respondents included case managers, community health workers, community organizers, social workers, a court clerk, a state legislator, and a fair housing investigator.

<sup>35</sup> The rest of the respondents worked at a local government agency (5%), a private law firm (4%), a state government agency (1%), a university (1%), and “other” (3%).

Indiana	1
Kansas	13
Kentucky	4
Louisiana	2
Massachusetts	7
Maryland	3
Maine	6
Michigan	4
Minnesota	4
Missouri	1
Mississippi	2
North Carolina	2
Nebraska	3
New Jersey	1
New Mexico	8
Nevada	7
New York	1
Ohio	11
Oklahoma	2
Oregon	5
Pennsylvania	4
Rhode Island	1
Tennessee	3
Texas	2
Utah	3
Virginia	7
Washington	10

Wisconsin	2
West Virginia	3

The subsections that follow contain a non-exhaustive list and discussion of the rental housing junk fees that survey respondents observed and described.

### **1. Rental Housing Junk Fees at or Before Moving in**

The survey asked whether respondents had ever had a client who was charged certain fees at or before moving into an apartment. Almost all—97%—of respondents who answered this question overserved application fees. 79% observed administrative or processing fees and 71% observed a deposit or one-time fee for a security deposit alternative product.<sup>36</sup>

A legal services attorney in Pennsylvania emphasized how fees at this stage of the leasing process impact families at or just above the limits for subsidized housing who “may have the ability to save for moving costs, but find that they quickly deplete those funds when searching for housing due to application fees, deposit requests, or other expensive fees . . . . In competitive markets, families need to act quickly to locate suitable housing and do not have the luxury of forgoing potential housing . . . simply because there is an application fee. A typical application fee can run from \$50-100 [and is] non-refundable. When applying to multiple units, those fees can quickly equate to a month’s rent.”

Table 2 below shows the number of respondents who had observed certain fees at or before a client moved in. This section also discusses some of the narrative responses we received about certain fees.

**Table 2: Rental Housing Junk Fees at or Before Moving in**

<b>Type of Fee</b>	<b>Number of Responses</b>	<b>Percent of Responses*</b>
Administrative or processing fees	133	79%
Application fees (for people)	163	97%

<sup>36</sup> Security deposit alternative products are third-party financial products that tenants purchase so that they can move in without paying traditional security deposits. These products are advertised as benefitting tenants by allowing them to move in without making a large upfront payment and typically function as either insurance, surety bonds, or authorization for direct billing. These models each present different potential risks for tenants, including high costs and confusion about who the product protects. A forthcoming report from NCLC will discuss security deposit alternative products in depth.

Application fees (for pets)	99	59%
Deposit or one-time fee for a security deposit alternative product	119	71%
Fees to hold an apartment	78	46%
High-risk fee	32	19%
Move-in fees	79	47%
None of the above	2	1%
Other (please specify)	39	23%

N= 168 responses

*Other fees at or before moving in*

Respondents from various states specified in narrative responses what “other” fees they had observed at this stage of the leasing process. These fees included: “touring fees” (i.e., fees to take a physical tour of a unit prior to signing a lease), broker’s fees, cleaning fees, credit and/or background check fees (in addition to the application fees named in the survey), and utility deposit fees.

*Application fees*

Many respondents detailed challenges with application fees. For example, a nonprofit attorney in Kansas explained that application and administrative fees are typically not returned even when a household is rejected and noted that some rental housing requires submission of an application with an application fee prior to identifying the cost of rental housing. A legal services attorney in North Carolina emphasized the price of application fees, stating that some rental agencies charge \$75 per adult who will be in the household and that some clients do not even bother applying, “i.e. spend 225 or 300 and then be turned down - who can afford it.” A Nevada legal services attorney described how a client who applied to income-based senior housing paid a refundable \$200 application fee and placed a refundable deposit. The apartment denied the application but refused to refund the deposit for eight months. Even with help from legal aid, it took two more months to refund the client his money. An Illinois legal services attorney observed landlords intentionally giving six-month leases so that the tenant has to pay a “reapplication fee” every six months.

## 2. Utility-Related Rental Housing Junk Fees

The survey asked whether respondents had ever had a client who was charged utility-related fees. Over half of respondents who answered this question observed management and billing fees (62%); mandatory internet, cable, or technology packages (60%); ratio utility billing systems (RUBS) fees (55%);<sup>37</sup> and pay-to-pay or convenience fees to pay utility bills (55%). Table 3 below shows the number of respondents who observed certain utility-related fees.

**Table 3: Utility-Related Rental Housing Junk Fees**

Type of Fee	Number of Responses	Percent of Responses*
Ratio utility billing systems (RUBS) fees	89	55%
Tariff on bill fees	6	4%
Utility management & billing fees (e.g. payments to third-party companies like Conservice, SimpleBills, etc.)	101	62%
Pay-to-pay or convenience fees to pay utility bills	90	55%
Mandatory internet, cable, or technology packages	97	60%
None of the above	16	10%
Other (please specify)	16	10%

N= 163 responses

\*Numbers do not add up to 100% because respondents could select multiple responses.

### *Technology-related fees*

In narrative responses throughout the survey, respondents from various states discussed problems with technology-related fees, including a “smart home fee with video doorbell,” a “technology fee” for the keyless entry system, alarm fees, resident benefit package fees, and fees for every time a tenant contacted the landlord via the portal with a repair request.

<sup>37</sup> For an explanation of RUBS, see Olivia Wein, April Kuehnhoff, & Ariel Nelson, *An Introduction to Ratio Utility Billing Systems for Tenant Advocates* (Feb. 15, 2026), <https://library.nclc.org/article/introduction-ratio-utility-billing-systems-tenant-advocates>.

For example, a legal services attorney in New Mexico described one client’s challenges with a mandatory internet package that cost \$60 per month even though the tenant is required to obtain the technology and set it up through a third-party. Property managers will not accept the tenants’ refusal of the service and continue to charge the fee, even when the tenant can prove they are not using the service. Similarly, a Virginia legal services attorney stated that they had cases where clients were charged technology fees even when they had provided their own alternatives. A tenant organizer at a nonprofit organization in Illinois described a technology fee of \$30 to \$40 per month that covered a keyless entry system provided by a third-party company. Based on research into what the fee purportedly covered (i.e., battery replacements, software updates that turned out to be free, and key cards for which there was another charge in the lease), the respondent estimated that the profit on this fee was over 500%.

### **3. Monthly Rental Junk Housing Junk Fees**

The survey asked whether respondents had ever had a client who was charged certain monthly rental junk fees. The vast majority of respondents who answered this question observed pet rent or other monthly pet-related fees (87%), and many reported seeing administrative fees (65%), insurance fees (65%), pest control fees (64%), fees to rent month-to-month instead of annually (58%), maintenance fees (53%), and valet trash fees (49%). Table 4 below shows the number of respondents who observed certain monthly fees.

**Table 4: Monthly Rental Housing Junk Fees**

<b>Type of Fee</b>	<b>Number of Responses</b>	<b>Percent of Responses*</b>
Administrative fees	110	65%
Common area and amenity-related fees	84	50%
Fee to rent month-to-month instead of annually	97	58%
Insurance fees	110	65%
Mail or package related fees	21	13%
Maintenance fee	88	52%

Pest control fee	108	64%
Pet rent or other monthly pet-related fees	146	87%
Rent reporting fee	29	17%
Roommate fee	16	10%
Security deposit alternative product fees	65	39%
Valet trash fee	83	49%
None of the above	5	3%
Other (please specify)	16	10%

N=168

\*Numbers do not add up to 100% because respondents could select multiple responses.

*Trash and valet trash fees*

A legal services attorney in Nevada described representing a couple on a fixed income who did not receive a fee disclosure in violation of state law. When examining the lease versus the tenant ledger, the attorney discovered the landlord was double billing for “CAM” (likely “common area maintenance”) fees and charging three separate fees for trash services. Similarly, a legal services attorney in Virginia stated that they had observed charges for both trash and valet trash. And a legal services attorney in Oregon reported valet trash fees, as did a housing counselor at a nonprofit organization in Washington.

*Insurance fees*

Respondents from different states also highlighted issues with insurance fees. For example, a legal services attorney in Virginia explained that a client repeatedly provided proof of insurance coverage in writing but was still charged a \$10 per month insurance fee. A Ohio legal services attorney similarly stated that landlords often charge insurance fees even when the tenant provided documentation of their own insurance.

*Pet fees and pet rent*

Respondents from many states reported observing different types of pet fees and pet rent. For example, the executive director at an Idaho nonprofit organization stated that a client was charged \$250 for a pet fee violation where their child caught a praying mantis and put it in a jar.

Another client was charged a pet fee violation of \$1,000 because he had a cat tree in his garage but did not own a cat.

*Parking fees*

Various respondents highlighted parking-related fees. For example, a legal services attorney in California highlighted mandatory parking fees imposed even if the tenant does not have a car. Similarly, an Oregon legal services attorney reported seeing mandatory garage or parking fees when the tenant has no vehicle. An attorney for a nonprofit organization in Idaho reported fees for parking when the person had requested a reasonable accommodation to the space nearest their unit and it happened to be a covered space. A paralegal at a legal services organization in Ohio observed parking fees and garage fees. A legal services attorney in Mississippi similarly noted a parking space fee. And a legal services Attorney in Washington described fees for your guests “parking too long.”

**4. Payment-Related Rental Housing Junk Fees**

The survey asked whether respondents had ever had a client who was charged certain payment-related fees. About three-quarters (74%) of respondents who answered this question observed fees to pay by credit card, and well over half observed fees to use the rental software/billing platform to pay rent (68%), and fees to pay by debit card (68%). Table 5 below shows the number of respondents who observed certain payment-related fees.

**Table 5: Payment-Related Rental Housing Junk Fees**

<b>Type of Fee</b>	<b>Number of Respondents</b>	<b>Percent of Respondents*</b>
Fee to pay by credit card	123	74%
Fee to pay by check	50	30%
Fee to pay by debit card	87	52%
Fee to pay by cash	29	17%
Fee to use the rental software/billing platform to pay rent	113	68%

Fee to pay by bank transfer/ACH	60	36%
None of the above	12	7%
Other (please specify)	9	5%

N=167

\*Numbers do not add up to 100% because respondents could select multiple responses.

*Fees to pay by money order*

Respondents from various states, including Connecticut, Georgia, Massachusetts, Nebraska, Nevada, Oklahoma, and Washington, noted that their clients incurred fees to pay by money order.

*Fees to pay rent regardless of method*

The survey also asked respondents whether they had ever had a client who could not avoid paying a fee to pay their rent, regardless of the method used. 57% of respondents answered yes.<sup>38</sup> Respondents from various states gave examples of this issue. A social worker at a local government agency in Ohio stated they had clients whose rent was only accepted via the company portal, which had a fee of \$50 per month. Similarly, a fair housing investigator at a local government agency in Kansas explained that they have seen convenience fees of about 2% to pay the rent online, which is often the only way rent is accepted. And a legal services attorney in Indiana noted that it is very common in university towns to have fees on the rent payment portal, which is the only allowable payment method.

**5. Occasional Rental Housing Junk Fees**

The survey asked whether respondents had ever had a client who was charged certain occasional rental housing junk fees. Nearly all respondents who answered this question observed late fees (99%) and court costs or legal fees (91%). Just under half observed move-out fees (49%) and notice fees (47%). Table 6 below shows the number of respondents who observed certain occasional fees.

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<sup>38</sup> 8% of respondents answered no and 36% of respondents answered I don't know.

**Table 6: Occasional Rental Housing Junk Fees**

Type of Fee	Number of Responses	Percent of Responses*
Court costs or legal fees	153	91%
Inspection fee	46	27%
Late fee	168	99%
Move-out fees	83	49%
Notice fee	79	47%
None of the above	0	0%
Other (please specify)	21	12%

N=169

\*Numbers do not add up to 100% because respondents could select multiple responses.

*Maintenance and damage fees*

Respondents from various states highlighted fees related to damages and maintenance, some of which appear to involve services that should be included as part of the tenancy. For example, a housing counselor at a nonprofit organization in Ohio noted the imposition of basic maintenance fees. Similarly, a legal services attorney in Washington cited fees for the landlord making repairs that are their legal responsibility. A housing counselor at a nonprofit organization in Washington described damages for things that were normal wear and tear upon move out, and an attorney at a nonprofit organization in Idaho discussed fees for excessive-move out cleaning. A Florida legal services attorney noted a series of maintenance-related fees, including trip fees. And a legal services attorney in Alabama recalled when a landlord failed to send a

maintenance person to fix a client's toilet for a few days. Even though the client's family member fixed the toilet, she was still charged a \$50 fee.

### *Court fees*

Many respondents also highlighted the prevalence and cost of court and eviction-related fees. For example, a legal services attorney in Oklahoma observed "lease reinstatement fees" of \$200 after the notice to quit runs but before the landlord files in court—in addition to a \$250 court filing fee. An Ohio legal services attorney reported that court costs and legal fees are ubiquitous, even though they are illegal under state law. And a paralegal at a legal services organization in Ohio reported a "reinstatement fee" after an eviction was dismissed. A legal services attorney in Virginia described an administrative fee for having to file an eviction case (separate from attorney's fees or court costs). And a legal services attorney in Nevada explained that when a tenant gets served with a summary eviction notice, they frequently are also hit with a charge for court costs or legal fees, even when no eviction paperwork is ever filed with the court. Similarly, a Florida legal services attorney observed commonly seeing court costs and legal fees imposed before a case has been referred to a lawyer. Their client was charged \$350 in attorney's fees prior to the filing of any court case.

### *Notice fees*

Notice fees were prevalent in many states. For example, a legal services attorney in Alabama observed several landlords charging a \$40 "notice fee" if they have to deliver a notice of lease violation or lease termination. At least two respondents from Idaho described similar fees. A nonprofit attorney in that state described fees to deliver non-payment and lease violation notices, and a housing counselor at a nonprofit organization in Idaho observed a \$75 fee to serve the three-day notice to pay or quit. An Arizona legal services attorney stated that most leases in the state have notice fees. Similarly, a legal services attorney in Ohio noted that notice fees are very common, even if no eviction is filed based on the notice. And a California legal services attorney observed fees for the posting of invalid notices. A Washington legal services attorney stated the highest notice-posting fee (for posting the notice of an alleged noncompliance) was \$175.

### *Pest control fees*

Various respondents discussed pest control fees. For example, a legal services attorney in Kentucky described having repeated problems with subsidized housing complexes charging their client for pest control and then evicting them for failing to pay the pest control fee, despite no showing that the individual was responsible for the pest problem. A Nevada legal services attorney stated that, although landlords are obligated to maintain the dwelling unit and common areas in a habitable condition, including by performing pest control (unless tenant caused), they routinely see landlords who charge tenants for pest control. A legal services attorney in Georgia reported that several clients stated that their landlord will charge a monthly pest control fee but not provide services for pest control.

### *Excessive late fees*

Many respondents described excessive late fees, including late fees that violated statutory caps. More than one Nevada legal services attorney reported late fees in excess of the 5% statutory maximum, for example, a social worker at a nonprofit organization in Massachusetts stated they had a client who was charged a \$100 late fee on water/sewer services, which was separate from any late fee for rent payments. A Michigan legal services attorney observed seeing late fees as high as \$150 a month. Clients were also charged a \$5 per day of late payment on top of a \$50 late charge. An Alabama legal services attorney explained that late fees are customarily 10% of the base rent, but that they have seen late fees in the 20% of month rent range. A fair housing investigator at a local government agency in Kansas similarly reported late fees of \$50, with an additional \$10 for every day the rent is late.

## **6. Other Rental Housing Junk Fees**

The survey asked whether respondents had observed additional types of junk fees that the survey did not ask about. Some of the fees respondents discussed included:

- Fees for each direct communication with the landlord.
- Holdover fees.
- Property manager monthly fees.
- Postage fees (if a landlord has to send a letter instead of an email to a tenant).
- Rental assistance fees of \$200 to \$500 for filling out paperwork for rental assistance from a nonprofit or government agency.
- Fees for dog DNA testing so that if unknown dog waste was found, the landlord could test it and determine whose dog was responsible.

### **B. Zillow Consumer Housing Trends Report Shows the Pervasiveness of Rental Junk Fees**

The most recent Zillow Consumer Housing Trends Report, conducted between March and July 2025 and containing information from over 24,400 unique renters, found that 60% of renters reported paying at least one recurring fee (excluding pet fees; the figure increases to 65% of renters when pet fees are included).<sup>39</sup> That number is up from 58% of renters in 2024.<sup>40</sup>

Zillow also found that 73% of renters paid an application fee and that the following percentages of all renters were responsible for the mandatory fees listed below:

- 24%: Pet fee/pet rent.
- 12%: Valet trash.
- 44%: Utility fee.
- 18%: Amenity fee.
- 25%: Internet fee.

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<sup>39</sup> Zillow Consumer Housing Trends Report 2025, *supra* note 14.

<sup>40</sup> *Id.*

- 26%: Payment processing fee.<sup>41</sup>

In short, Zillow’s data supports the conclusion that rental housing junk fees remain pervasive.

According to Zillow, renters of color, particularly Asian American/Pacific Islander and Hispanic renters, are more likely to report paying at least one recurring fee compared to white renters. Additionally, similar to its 2024 report findings, larger portions of Black (84%), Asia American/Pacific Islander (80%), and Hispanic (78%) recent renters reported paying an application fee than white recent rents (67%). Recent renters of color also reported paying higher total amounts in application fees. Black and Hispanic Renters were also about twice as likely as non-Hispanic white renters to submit five applications or more.<sup>42</sup>

### C. Federal and State Enforcement Actions and Research

Enforcement actions brought by federal and state agencies, as well as research by the federal government, underline that rental housing junk fees continue to harm significant numbers of consumers.

The FTC itself has brought enforcement actions against a major provider of single-family homes and a large property management company. In September 2024, all five FTC Commissioners voted to file a complaint against and stipulated final order with Invitation Homes, the country’s largest provider of single-family homes, for its junk fees-related practices.<sup>43</sup> In January 2025, the FTC and the State of Colorado filed a complaint against Greystar, the country’s largest multi-family rental property manager, for advertising rental prices that do not include numerous mandatory fees.<sup>44</sup>

The federal government also conducted research on rental housing application fees, estimating that the “excess burden” of these fees alone is \$276 million each year.<sup>45</sup>

Along with the federal government, state and local governments across the country have uncovered widespread and unfair junk fees-related practices through enforcement actions. These state enforcement actions include:

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<sup>41</sup> *Id.*

<sup>42</sup> *Id.*

<sup>43</sup> Press Release, Fed. Trade Comm’n, FTC Takes Action Against Invitation Homes for Deceiving Renters, Charging Junk Fees, Withholding Security Deposits, and Employing Unfair Eviction Practices (Sept. 24, 2024), <https://www.ftc.gov/news-events/news/press-releases/2024/09/ftc-takes-action-against-invitation-homes-deceiving-renters-charging-junk-fees-withholdingsecurity>.

<sup>44</sup> Press Release, Fed. Trade Comm’n, FTC, State of Colorado Take Action Against Greystar, Nation’s Largest Multi-Family Rental Property Manager, for Deceiving Consumers About Rent Prices (Jan. 16, 2025), <https://www.ftc.gov/news-events/news/press-releases/2025/01/ftc-statecolorado-take-action-against-greystar-nations-largest-multi-family-rental-property-manager>.

<sup>45</sup> Council of Economic Advisors, The Price Isn’t Right: How Junk Fees Cost Consumers and Undermine Competition (2024), <https://web.archive.org/web/20250120060636/https://www.whitehouse.gov/cea/written-materials/2024/03/05/the-price-isnt-right-how-junk-fees-costconsumers-and-undermine-competition/>.

- **Pennsylvania.** In a series of enforcement actions, the Pennsylvania Attorney General unearthed landlords charging tenants for damages without proof,<sup>46</sup> inflating the costs of damages through a 50% mark-up from the actual cost,<sup>47</sup> deducting blanket “administrative charges” from the security deposit contrary to the relevant statute,<sup>48</sup> and imposing automatic and retaliatory legal fees of \$5,000 for tenants that attempted to pursue legal remedies even when the tenant prevailed in court.<sup>49</sup>
- **Colorado.** In addition to the joint case with the FTC mentioned above, the Colorado Attorney General reached a consent judgment in another junk fees-related case against a property management company, *State v. Populum Real Estate Holdings, LLC*. The consent judgment requires the defendants to clearly and conspicuously disclose all fees prior to application and to refrain from deducting unwarranted charges from tenants’ security deposit.<sup>50</sup>
- **Maryland.** In *Office of the Attorney General v. 786 Property Management, Inc.*, the Maryland Attorney General reached an agreement with the landlord stipulating that the landlord had inflated late fees and charged other fees that exceeded the actual cost.<sup>51</sup> In addition, the landlord agreed to stop charging unwarranted court appearance fees.<sup>52</sup>
- **Wisconsin.** The Wisconsin Attorney General settled a lawsuit against Berrada Properties Management, Inc. The lawsuit alleged that the defendant property management company imposed illegal lease terms, violated state limits on late fees and court fees, and failed to follow security deposit rules. The settlement provided \$1.7 million in consumer relief, including a \$1.3 million credit account to issue rent assistance grants to qualifying tenants and \$400,000 in move-out assistance payments for tenants

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<sup>46</sup> Assurance of Voluntary Compliance at 3–8, *Commonwealth v. McKinney Properties, Inc.*, No. 2022-287 (Pa. Com. Pl. Feb. 8, 2022), <https://www.attorneygeneral.gov/wp-content/uploads/2022/02/2022-02-08-MCKINNEY-PROP-AVC.pdf>.

<sup>47</sup> Complaint at 4, *Commonwealth v. A.R. Building Company, Inc.*, No. 23-013110 (Pa. Com. Pl. Nov. 14, 2023), <https://www.dropbox.com/scl/fi/bibbqyvgom1olydf5has3/2023-11-14-PA-v.-ARBuilding-Company.pdf?rlkey=90oltw82igovv07fvmvvej9ir&dl=0>.

<sup>48</sup> *Commonwealth of Pennsylvania v. Associated Property Management, Inc.*, No. 2019-2413, at 4 (Pa. Com. Pl. Aug. 10, 2021); <https://www.attorneygeneral.gov/wp-content/uploads/2021/08/2021-08-17-ARPM-Decision.pdf>; Assurance of Voluntary Compliance at 3–8, *Commonwealth v. McKinney Properties, Inc.* (Pa. Com. Pl. Feb. 8, 2022), <https://www.attorneygeneral.gov/wp-content/uploads/2022/02/2022-02-08-MCKINNEY-PROP-AVC.pdf>.

<sup>49</sup> Complaint at 25–26, *Pennsylvania v. Creshem Valley Realty Co., L.P.*, No. 230701198 (Pa. Com. Pl. July 13, 2023), <https://www.attorneygeneral.gov/wp-content/uploads/2023/07/230713-SBG-CIE-packet.pdf>.

<sup>50</sup> Stipulated Final Consent Judgment, *State v. Populum Real Estate Holdings, LLC*, No. 2024CV30023 (Colo. Dist. Ct. Jan. 8, 2024), <https://coag.gov/app/uploads/2024/01/2024-01-08-16-17-07-Four-Star-Final-Consent-Judgment.pdf>.

<sup>51</sup> Press Release, Anthony G. Brown, Maryland Attorney General, Attorney General Brown Announces Settlement with Real Property Management Capital (Aug. 31, 2023), <https://www.marylandattorneygeneral.gov/press/2023/083123a.pdf>.

<sup>52</sup> *Id.*

under threat of eviction. The settlement also provides for injunctive relief, including the implementation of several remediation programs.<sup>53</sup>

#### D. Comments from the Commission’s Prior Junk Fees Rulemaking

The Commission’s prior rulemaking on junk fees, which culminated in a final rule governing live-event tickets and short-term lodging in January 2025,<sup>54</sup> further revealed the prevalence of rental housing junk fees. As the Commission noted in the Statement of Basis and Purpose accompanying the final rule, numerous housing advocates highlighted unfair and deceptive fees in the rental housing industry.<sup>55</sup> In its comments in response to the Commission’s Notice of Proposed Rulemaking, NCLC included an appendix that captured some of these comments.<sup>56</sup>

Then-Commissioner Rebecca Slaughter further emphasized the revelation about rental housing junk fees that arose out of the rulemaking proceeding, concluding that housing advocates’ comments “persuasively demonstrated that junk fees are prevalent in rental housing,” and catalogued “a panoply of creative fees that landlords impose, and that they can be terribly harmful to tenants, including by leading to eviction when unpaid parking or laundry fees are categorized as unpaid rent.”<sup>57</sup>

#### E. Private Enforcement

Lawsuits brought by legal aid, non-profit, and private attorneys, in partnership with their clients, further point to the prevalence and harm of rental housing junk fees. A small sample of these private lawsuits includes:

- **California.** Class action lawsuit against Greystar in California, alleging that the management company charged tenants separate hidden fees for services that should be included in the rent. In addition, the lawsuit alleges that Greystar’s sales tactics made the properties appear cheaper than they actually were upon signing of the leases because of the imposition of mandatory monthly fees.<sup>58</sup>
- **Colorado.** Proposed class action lawsuit against Greystar, the largest apartment management company in the country. The plaintiffs allege that Greystar charges fees—such as monthly pest control, valet trash, and billing fees—that are not included in the

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<sup>53</sup> Press Release, Josh Kaul, Wisconsin Attorney General, Attorney General Kaul, DATCP Launch FAQ Page for Those Impacted by Settlement with Milwaukee Landlord Berrada Properties Management

<sup>54</sup> 16 C.F.R. § 464 (2026). <https://www.federalregister.gov/documents/2025/01/10/2024-30293/trade-regulation-rule-on-unfair-or-deceptive-fees#citation-209-p2087>

<sup>55</sup> Trade Regulation Rule on Unfair or Deceptive Fees, 90 Fed. Reg. 2066, 2088 (Jan. 1, 2025) (codified at 16 C.F.R. § 464), <https://www.federalregister.gov/documents/2025/01/10/2024-30293/trade-regulation-rule-on-unfair-or-deeptive-fees#citation-209-p2087>.

<sup>56</sup> See *infra* Appendix B.

<sup>57</sup> Concurring Statement of Commissioner Rebecca Kelly Slaughter Regarding the Final Trade Regulation Rule on Unfair Or Deceptive Fees 1–2 (Dec. 17, 2024), [https://www.ftc.gov/system/files/ftc\\_gov/pdf/slaughter-fees-rule-statement.pdf](https://www.ftc.gov/system/files/ftc_gov/pdf/slaughter-fees-rule-statement.pdf).

<sup>58</sup> Complaint, Wu v. Greystar Real Estate Partners, 3:25-cv-01090-AGS-BLM (S.D. Cal. Apr. 29, 2025).

advertised monthly rent but that become mandatory once disclosed. According to the complaint, these junk fees do not confer any special benefits or services on tenants beyond ordinary costs of doing business that Greystar is required to bear.<sup>59</sup>

- **Maryland.** Class action on behalf of tenants residing in an apartment complex that charged, contrary to Maryland law, an upfront administrative fee and costly monthly convenience fees,<sup>60</sup> which settled on a class-wide basis, as well as individual actions on behalf of tenants who have been significantly harmed by fees, which were resolved.<sup>61</sup>

### III. Tenants Need a Nationwide Rule and Federal Enforcement to Protect Them from Junk Fees

Although some states are taking action, less than half have laws addressing abusive rental housing junk fees practices.<sup>62</sup> Large swaths of the country—such as southern states other than Virginia and most of the Midwest—lack laws limiting rental housing junk fees practices.

And even in states that do have laws on the books, compliance and enforcement remain challenges. For example, advocates have reported non-compliance with laws, such as those governing rental application and late fees,<sup>63</sup> as well as imposition of new fees designed to circumvent existing laws. As one legal services attorney in California wrote in response to the NCLC survey, “Landlords keep inventing new and creative fees to charge and statutory fixes cannot always keep up.” Indeed, a Maine legal services attorney explained that although state law prohibits landlords from charging application fees, they charge high fees for background checks or use third-party websites that require a fee upon submission of an application. And one legal services attorney in Connecticut noted that although state law limits application fees, those fees remain an issue “because there is not a clear enforcement mechanism.”

The FTC should promulgate a rule to ensure that all U.S. tenants have baseline protections against deceptive and unfair junk fees practices. The FTC should also commit to investigating violators and, where necessary, bringing enforcement actions. FTC action likely would also

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<sup>59</sup> Press Release, Towards Justice, Tenant Files Class Action Suit Against Colorado Mega Landlord for Junk Fees (Jan. 11, 2024), <https://towardsjustice.org/2024/01/11/press-release-tenant-files-class-action-suit-against-colorado-mega-landlord-for-junk-fees/>.

<sup>60</sup> Class Action Complaint & Demand for Jury Trial at 9–10, Senter v. Metro. Mgmt. Grp. LLC, No. C-03-CV-22-002461 (Md. Cir. Ct. June 23, 2022), <https://nclc.org/wp-content/uploads/2024/08/MD-2022-06-23-Class-Action-Complaint.pdf>.

<sup>61</sup> *E.g.*, Amended Complaint & Demand for Jury Trial, Pittman v. Apartment Inv. & Mgmt. Co., No. C-13-CV-20-000796 (Md. Circ. Ct. Nov. 24, 2020), <https://www.nclc.org/wp-content/uploads/2024/08/MD-Amended-Pittman-Complaint-demand-for-jury-trial.pdf>.

<sup>62</sup> Ariel Nelson, Steve Sharpe, April Kuehnhoff, & Chi Chi Wu, Nat’l Consumer L. Ctr., “What the Heck, Dude!”: How States Can Fight Rental Housing Junk Fees (2025), <https://www.nclc.org/resources/what-the-heck-dude-how-states-can-fight-rental-housing-junk-fees/>; Nada Hussein, Victoria Bourret, & Sarah Gallagher, Nat’l Low Income Hous. Coal., NLIHC State and Local Tenant Protection Series: A Primer on Renters’ Rights: Junk Fees Toolkit (2024), [https://nlihc.org/sites/default/files/2022-07/SLI\\_Rental\\_Fees\\_Toolkit.pdf](https://nlihc.org/sites/default/files/2022-07/SLI_Rental_Fees_Toolkit.pdf); Nat’l Low Income Hous. Coal., State and Local Innovations, Search State, Territory, Tribe or Locality, <https://nlihc.org/tenantprotections> (last visited Apr. 7, 2026).

<sup>63</sup> See, e.g., Too Damn High, *supra* note 5, at 10, 12–13.

benefit rental housing providers who already advertise the true total rent and refrain from engaging in unfair fee-related practices, thereby increasing competition in the rental housing market.<sup>64</sup>

#### **IV. Any Rule Should Apply Across the Rental Housing Market without Exception**

Any final rule the Commission promulgates should not contain exemptions for landlords, including exemptions based on the number of properties owned. Instead, it should apply to all landlords, as well as to property management companies, rental listing platforms, and any other third-parties charging or conveying information about rent and/or fees related to rental housing.

Including a threshold based on the size of the entity or number of units owned or managed likely would lead to attempted evasion of the rule by corporate owners and managers that organize themselves in multiple separate entities that each only own or manage a limited number of units and often make themselves anonymous to tenants and government agencies.<sup>65</sup> Attempting to exempt “mom and pop” landlords also would make enforcement more difficult, and create an uneven playing field for those landlords and other entities in the rental housing space seeking to play by the rules.

Additionally, an increasing number of players—including rental listing platforms, property management companies, third-party vendors, and other providers of property technology (PropTech)—now operate in the rental housing space and impose fees. These entities provide information about the price of rental housing, impose fees themselves (e.g., utility billing companies<sup>66</sup>), and/or offer their products to landlords, including so-called “mom and pop” landlords, who then impose fees on their tenants. Excluding entities involved in rental housing-related transactions could cause rule evasion; covered entities could simply enter an arrangement where non-covered entities charge fees, but both ultimately share the profit.

#### **V. We Ask the FTC to Disclose Information Related to Any Use of AI as Part of this Rulemaking and Provide an Opportunity for Public Comment**

We understand that federal administrative agencies may now be using artificial intelligence (AI) in pending rulemakings. We therefore request that the Commission disclose information related to any use of artificial intelligence as part of this rulemaking and, to the extent such use is

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<sup>64</sup> See Rule on Unfair or Deceptive Rental Housing Fee Practices, 91 Fed. Reg. 12325, 12326 (proposed Mar. 13, 2026), <https://www.federalregister.gov/documents/2026/03/13/2026-04907/rule-on-unfair-or-deceptive-rental-housing-fee-practices#citation-7-p12326>.

<sup>65</sup> See, e.g., Rick Paulas, *Hidden landlords: renters' woes soar as property owners hide their identities*, The Guardian (Nov. 16, 2023), <https://www.theguardian.com/us-news/2023/nov/16/hidden-landlords-limited-liability-companies-llcs-rental-property> (explaining that “the more units a landlord had, the likelier their use of LLC-like entities” and that an effect of LLC landlords may be the inability of tenants to lodge complaints); Brian Mykulyn & Elora Raymond, *When Landlords Hide Behind LLCs*, Shelterforce (Aug. 23, 2022), <https://shelterforce.org/2022/08/23/when-landlords-hide-behind-llcs/> (anonymity of landlords “has made it difficult for cities to direct their limited resource to address problematic owners”).

<sup>66</sup> See, e.g., NCLC, *Too Damn High*, *supra* note 5, at 14–15; *supra* Section II. A. 2 (62% of survey respondents reported utility management and billing fees).

significant, provide an additional opportunity for public comment.<sup>67</sup> Under the Administrative Procedure Act's (APA) reasoned decisionmaking requirement, "[w]hen an agency uses a computer model, it must explain the assumptions and methodology used in preparing the model."<sup>68</sup> Moreover, the public must have notice of, and an opportunity to comment on, agencies' uses of models and data, AI-enhanced and otherwise, to regulate. Such disclosures are "[t]he safety valves in the use of . . . sophisticated methodology."<sup>69</sup>

Beyond being legally required, disclosure of AI usage is prudent policy. Administrative agencies should uphold the values of transparency and public participation.<sup>70</sup> In particular, the Administrative Conference of the United States has recognized that "[a]gencies' efforts to ensure transparency in connection with their AI systems can serve many valuable goals," and it therefore recommends that "agencies might prioritize transparency in the service of legitimizing its AI systems, facilitating internal or external review of its AI-based decision making, or coordinating its AI-based activities."<sup>71</sup> Among other things, disclosure of AI usage allows the public to confirm that agencies are adhering to relevant laws, apply technical expertise to improve agencies' use of technology, assess the risk that federal policies might be influenced by biased or otherwise faulty methods or products, and learn about an emerging and important field of technology. Indeed, the Office of Management and Budget recently recognized that the government, in using AI, must "provide improved services to the public, while maintaining strong safeguards for civil rights, civil liberties, and privacy."<sup>72</sup>

Consistent with these requirements and principles, we request that the Commission disclose, first, whether it has used or plans to use AI as part of this rulemaking. If so, the Commission must disclose the particular AI product it has used and why it was selected, how that product was procured, whether the product was fine-tuned, what prompts or inputs the agency used to elicit responses from the product, and the responses the product produced. The Commission must also disclose how agency staff used AI-produced information, including any quality control, peer review, or other validation performed. And the Commission must disclose what measures it took to ensure that its use of AI complied with applicable data security and privacy requirements. To that end, it must disclose whether and to what extent any persons and entities not employed by the agency developed, modified, provided access to, or used AI in the course

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<sup>67</sup> We adopt the definition of artificial intelligence at Pub. L. 115-232, § 238(g), 132 Stat. 1697–98.

<sup>68</sup> *Owner-Operator Ind. Drivers Ass'n, Inc. v. Fed. Motor Carrier Safety Admin.*, 494 F.3d 188, 204 (D.C. Cir. 2007) (quoting *U.S. Air Tour Ass'n v. FAA*, 298 F.3d 997, 1008 (D.C. Cir. 2002)) (internal quotation marks omitted).

<sup>69</sup> *Sierra Club v. Costle*, 657 F.2d 298, 334 (D.C. Cir. 1981).

<sup>70</sup> See Attorney General's Manual on the Administrative Procedure Act 9 (1947) (describing the APA's purposes to include "requir[ing] agencies to keep the public currently informed of their organization, procedures, and rules" and "provid[ing] for public participation in the rule making process").

<sup>71</sup> Admin. Conf. of the U.S., Statement #20, Agency Use of Artificial Intelligence, 86 Fed. Reg. 6612, 6616 (Jan. 22, 2021).

<sup>72</sup> Memorandum for the Heads of Executive Departments and Agencies from Russell T. Vought, Director, Office of Management & Budget 1, M-25-21 (Apr. 3, 2025), <https://www.whitehouse.gov/wp-content/uploads/2025/02/M-25-21-Accelerating-Federal-Use-of-AI-through-Innovation-Governance-and-Public-Trust.pdf>.

of the agency's decisionmaking process. To the extent the disclosed use of AI is significant, the Commission must provide an additional opportunity for public comment.

## **VI. Conclusion and Recommendations**

Junk fees make securing and maintaining rental housing even more difficult, especially for cost-burdened households. They also undercut competition among landlords. To help ensure that renters can find safe, decent, and affordable housing and the landlords can operate on a level playing field, we urge the Commission to promulgate a rule that:

- Prohibits hidden, misleading, and excessive fees.
- Applies to landlords, property management companies, rental listing platforms, and any third parties charging or conveying information about rent and/or fees related to rental housing.
  - Any rule should apply across the rental market without any exemptions because the prolific use of property managers, third-party vendors, multiple LLCs, and other property technology (PropTech) makes it impossible to categorize operators as small businesses or "mom and pop" landlords.
- Bans mandatory and optional fees that:
  - Are excessive in amount or greater than the landlord's cost for a service.
  - Provide little or no value to the consumer in exchange for the charge.
  - Pay for services that the landlord is already required to provide.
  - Pay for services not ultimately provided.
  - Prevent competition.
  - Violate the common-law doctrine against liquidated damages.
  - Are prohibited by state or local law.
  - Are contrary to public policy.
- Requires landlords to disclose in writing, before the tenant applies for housing, in any advertisements, and, prior to lease execution, on the first page of any rental agreement, the total cost of the rental unit, including itemization of all mandatory and optional fees and a statement of whether they are one-time or ongoing.
  - The FTC should provide a model document that complies with the rule.
- Requires landlords to receive written, informed consent before charging for fees for optional goods or services, which should be reasonable in amount.
  - Defines "written, informed consent" as providing a disclosure containing: (1) a description of the good or service; (2) the amount of the fee for the good or service; and (3) how the tenant can cancel or opt out of the good or service.
- Clarifies that vague descriptions of fees that a reasonable consumer would not understand violate the rule.
  - Explicitly prohibit misrepresentations regarding any amount included in the total price as well as any other fee or charge the consumer may pay.
- Defines fees as "mandatory" if they are not reasonably avoidable or if a reasonable consumer would expect that the good or service is included with the purchase or part of the transaction.

- States that, where additional costs that are excluded from the total price are variable, the landlord or third-party must disclose the existence of such costs and any formula or method for their calculation.

We also urge the Commission to continue to bring enforcement actions against actors engaging in deceptive and unfair junk fees practices.

If you have any questions about these comments, please contact Ariel Nelson at [anelson@nclc.org](mailto:anelson@nclc.org) or 617-794-8010.

**Appendix A**  
**Excerpts from Other Comments Submitted as Part of This Rulemaking**

In this Appendix, we provide excerpts directly from selected comments reviewed through April 7, 2026, in response to the Federal Trade Commission’s (FTC or Commission) the Advanced Notice of Proposed Rulemaking (ANPRM) concerning unfair or deceptive rental housing fee practices. This is not a comprehensive list of all comments submitted, nor does this appendix purport to cover all types of fees or fee-related issues. Instead, these comments highlight issues that the Commission is seeking information about.

1. Hidden fees (ANPRM Question 10)

<p>FTC-2026-0266-0010</p>	<p>I reside in a Greystar Property. When I moved in my apartment two years ago (2024) I was aware there were fixed fees outside of the monthly rent. However; when I paid my first month rent that’s when I learned that I had to pay the additional fixed fees at the same time as the rent. During the leasing process the Leasing Staff failed to inform us that the fees were due on the 1st of the month as part of the monthly rent payment. Adding the additional fees to the monthly rent payment is increasing the monthly rent amount and makes it unaffordable. The base rent amount is affordable but the additional fees makes it more difficult to pay the rent. In addition to the additional fees they have increased even more the past year. The additional fees added to the rent is Valet Trash, Community WiFi, Pest Control fee, and an Administrative Fee. I can find monthly internet service for half the cost of the community internet service. The tenants have to call and request pesticide service although we pay a fee monthly. They should have a standing scheduled weekly pest control service. The trash service does not collect the trash on assigned days, missing some service days. Although we have to pay these fees every month regardless. That’s a \$105 additional fee that I pay for my rent. Then the water bill is added in the monthly rent payment. The water bill fluctuates every month so it’s hard to budget for the total amount of water which impacts the total monthly rent amount. There’s a billing fee from the third party service that manages the water bill. Now for 2026 the Administrative Fee increased from \$6 to \$7 monthly. And they tacked on a Common Area Electricity Utility fee of \$15 and what is that?? I don’t utilize electricity anywhere else in the complex other than my apartment. Times have changed and tenants are getting ripped off by Corporate Dominating the Housing Market. It’s unfair that rent is so expensive with the greedy unnecessary fees. Although as of 2025, they must post their fee guide and disclose the fees and a break down of the total calculated cost to the tenants and potential tenants on their website it still doesn’t stop them from increasing fees or adding additional fees. It’s unfair.</p>
<p>FTC-2026-0266-0012</p>	<p>Total Rent: I was not informed prior to signing a lease that there were additional fees for the house being a "Smart Home", mandatory</p>

	<p>purchase of air filters through the payment portal, service fees for Conservice for water, sewer, etc.; they charged a \$35 per incident fee for an HOA complaint, even when the complaint was resolved with the HOA.</p>
<p>FTC-2026-0266-0011</p>	<p>I don't recall every being told about required fees to pay utilities or submit rent payments, but at every apartment I've lived that's been the case. The options are to pay online, which requires a \$3 additional fee, or hand deliver a check to the rental office, which often isn't even on the premises. My current apartment's leasing office is on the other side of the city and is only open during regular business hours, so that's obviously not a feasible option for most people, especially when rent is due on a weekend. Right now my utility fees are due on a separate day, require a separate fee to pay online, and can incur a separate late fee.</p> <p>Those fees add up. \$6/month. \$72/year just for the act of paying your rent, not accounting for any late fees. \$72 you didn't budget for, on top of rent. That's the cost of a few days of groceries for me. I've heard rental horror stories much worse, but I believe no one should have to pay a fee for something they're required to do, especially when that's not disclosed or included in the cost of rent.</p>
<p>FTC-2026-0266-0018</p>	<p>I was quoted an amount and they have added now extra fees for smart home access I could never use, air filter fees monthly that I only receive every 90 days, now they have taken over my water billing which I've had in my name for ten years I've rented. The air filters only come every quarter but I was told we have to replace the filters monthly. My water bill has been taken over and they refuse to let me continue my own water service.</p>
<p>FTC-2026-0266-0030</p>	<p>As of today, Zillow and the official Highland Commons website actively advertises 2-bedroom apartments starting at \$1,195 per month (with specific units currently listed as low as \$1,149 for a 2 bd/1 ba, 899 sq ft unit). However, when I contacted the property directly and asked for the lowest available 2-bedroom unit at the advertised \$1,195 price, I was quoted \$1,575 per month and they explicitly admitted:</p> <p>“Currently, based on our real-time availability, all 2-bedroom apartments at Highland Commons are listed at \$1,575 per month. There are no 2-bedroom apartments available at the \$1,195 price point at this time.”</p> <p>This is textbook bait-and-switch advertising.</p> <p><b>2. Predatory and Undisclosed Mandatory Junk Fees</b></p> <p>In addition to the higher quoted rent, the property imposes numerous mandatory fees that are not included in the advertised price. These fees (confirmed both by the reps and on Zillow) include:</p> <p>One-time fees:</p> <ul style="list-style-type: none"> <li>• Application Fee: \$45</li> <li>• Administrative Fee: \$349</li> </ul>

	<p>Mandatory monthly fees (added to rent):</p> <ul style="list-style-type: none"> <li>• Internet Service / Amenities Fee: \$99</li> <li>• Real Estate Tax Fee: \$14</li> <li>• Parking Fee: \$20</li> <li>• Renters Liability / Asset Protect Fee: \$15</li> </ul> <p>These add at least \$148 per month (plus one-time costs of \$394), dramatically inflating the true cost of renting. The advertised “rent” is therefore highly deceptive.</p>
FTC-2026-0266-0026	<p>You are not made aware of all the small fees until after you pay your security deposit. We are charged \$9.95 a month for an administrative fee but our bills water/trash/sewer are not billed monthly. We are charged \$9.95 a month for an air filter we receive every three months. They do not update their records in a timely manner for renters insurance and charge to for their insurance even when you provided it off multiple times. Once the problem is corrected they do not issue you a refund. They constantly schedule maintenance appointments without talking to the resident about their availability. When an appointment is missed you are charged \$75.</p>
FTC-2026-0266-0087	<p>Yes I have rent in apartments that started adding additional fees in the middle of A lease. When I moved in snacks in the break room were free . When they added an coffee maker they made a mandatory 35 dollar a month fee no exceptions</p>
FTC-2026-0266-0118	<p>I recently applied for an apartment, as a recipient of a HUD-VASH Voucher, I was allotted a maximum of rent. The apartment I applied for was advertised for \$500 less than my maximum. I thought it would be approved after being told I passed the background check that I had to pay \$50.00 for, along with a \$200i deposit for holding the apartment until it passed the inspection and approval process. About one week later the Housing Authority inspected the apartment and approved it for occupancy. A couple of days passed and I received a phone call from my VA Housing Assistant tells me that I would not be able to get the place, because the Complex had requested a tent \$75.00 more than the maximum allowed and wouldn't accept anything lower, even though the advertised rent was much less. I see that as a case of discrimination for HUD-VASH Vouchers.</p>
FTC-2026-0266-0151	<p>Since mid-July, I have been a tenant with a home rental community “Residences At Oak View”, WI. My initial interview with the management stating that my Monthly Rent would consist of the following:  \$2375.00 + \$80.00 (Mandatory Cable- Internet) + \$45.00 (Trash Collection) &amp; Security Deposit of \$1187.00 . Then, at the time of signing the contract, I was taken by surprise - after the prep. of selling my home and other moving related task - to bear other cost to be incurred; i.e; one time Amenity Fees of \$250.00; Monthly application Fees of \$25 for my spouse and \$25 for myself. My argument about the latter fees was not successfully ended, albeit I'm the only source</p>

	<p>of income. That is a GT of my monthly payment for 2bd, 1bth, and supposedly 1200 sf Area: \$25580 (after recent addition of \$30.00)! The unhinged rental housing market has over burdened American People who badly need a shelter from such abusive and deceptive reality.</p>
FTC-2026-0266-0154	<p>My husband and I are being charged an extra \$89 per month because our credit rating was below 600 when we applied for the property. We were not informed of this fee prior to signing the lease, and it is not included in the lease agreement. We were also charged a \$2,400 deposit, double the advertised amount, for the same reason. The lease does not list the rent amount or the actual deposit amount, only the cleaning fee, which is unreasonable given the property's condition upon move-in. The pet rent and pet deposit are listed, along with an additional \$49 per person charge for trash, sewer, and yard care. Currently, the lawn is up to my knees, and I have done all of the weeding. I have emailed the owner several times about different things, like the lawn, black widow spiders on the property, our furnace not working, and he never replies to any of my texts.</p>
FTC-2026-0266-0179	<p>With the house I'm currently renting, we didn't know about a "Residents Benefit Package" mandatory fee until it was time to sign the lease. This mandatory fee can fluctuate depending on circumstances between \$35-100 per month. Other rental housing providers charge application fees just to view the property. I can understand once you want to move forward and they need to check your credit score and available funds, but to charge an application fee just to see the property is taking advantage of the situation and people looking to rent who need a place to live.</p>

2. High application fees (ANPRM Questions 31–40)

FTC-2026-0266-0102	<p>I recently moved to Arizona from California and viewing a few rental communities . When we filled out the rental applications and hit with \$50 each person was what we expected yet being charged admin. Fees of \$250 totaling \$350 just to fill out an application to findout If we get approved is outrageous in fees, for anyone. The first place we started to fill out apps. Yet the office was closing soon , we were told to finish online and when we first started the app for one person they ask for payment right away in fees of applications and admin fees , we applied into the system. Went to hotel and on way got a call for a job offer being further away from this unit we viewed . Deciding to not complete the apps. The morning as soon as office opened we called and spoke to a leasing staff and explained we couldnt lease and to cancel our process that was incomplete . We expected the credit back to our bank for the cost of applications and definately admin fee total of \$350. They sent email saying they recieved call and thanks! We never recieved return of our money we paid and they didnt hold a unit nor did they get completed apps yet kept our money.</p>
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	I called and try to speak to a leasing agent , got nothing but rude , and to bad for us and they refuse to return the money.
FTC-2026-0266-0218	When you apply: \$150 administrative fee, \$75 application fee, \$15 Range Water Charity. Most likely they were laughing when they added "charity donation." These people are begging for regulations - they have no shame. Do they not even have 1 person on the payroll that would realize it's not appropriate to add a charity donation on an apartment application?
FTC-2026-0266-0214	<p>an application fee is the most egregious i have seen, ranging anywhere from \$15 i have seen once, to \$100 per person, i know how much effort it is to do a background check, i have a rough idea how much one costs from the major services, i can tell you it is a lot less than \$100/person, and less than the more common \$50/person, 15 was the almost most reasonable one closest to at cost, on top of this they still want payslips and all of the information separately that ought to be found out within the background check and then have the gall to charge an administrative fee. this is so outrageously anti-consumer and shooting the cost of living up without just cause as just 3 years ago i would be hard-pressed to find a single apartment building requiring this outside of new constructions, and even then it was a 50/50 chance.</p> <p>New applicants are part of the cost of doing business, if you don't like it then sell the property and get it to someone who's actually willing to work for a living!</p>

3. Services not provided as described (ANPRM Question 18, 48–50)

FTC-2026-0266-0004	<p>I am submitting this comment regarding the fee practices used by large corporate landlords such as Invitation Homes. In my experience as a tenant, many of the fees and services associated with renting a home are not transparent and appear designed to increase the cost of housing without clearly delivering the value that is being charged.</p> <p>One example is the mandatory air filter delivery program. Tenants are charged for this service every month, implying that filters will be delivered regularly. However, in reality we only received a filter approximately once every few months while still being charged monthly. Charging tenants for a service on a monthly basis when the product is not actually delivered monthly feels misleading and unfair.</p> <p>I also experienced misleading communication during a lease renewal regarding internet service. During the renewal process, I was told that the internet associated with the home would be “waived.” Instead of waiving the fee while continuing the service, the company completely canceled the internet service. This left us without internet and forced</p>
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	<p>us to find and pay for our own provider. The way this was presented during the renewal made it appear that the cost would be waived, not that the service itself would be removed.</p> <p>Practices like these make it difficult for renters to understand the true cost of housing and create unnecessary financial burdens. Housing is a basic necessity, and tenants should not be subjected to misleading fee structures, mandatory programs that do not deliver what is advertised, or unclear communication about services included in their lease.</p> <p>Large corporate landlords should be required to clearly disclose the true total cost of renting a home, including all mandatory programs and fees, and should not be allowed to charge tenants for services that are not delivered as represented.</p> <p>Greater oversight is needed to protect renters from these practices and to ensure transparency and fairness in rental housing.</p>
<p>FTC-2026-0266-0007</p>	<p>I'm a tenant with invitation homes. I didn't find out until AFTER I paid my \$4k deposit that I would in fact not be paying \$1695 a month but \$2000 because of all the additional fees. A \$40 a month smart home fee for a first generation ring camera that I already had and you don't even get a subscription. \$10 a month for \$8 filters that you only get every three months. So \$30 for one \$8 filter. \$85 for a spectrum package when I was already getting it for half and the one they made me switch to is slower. Convenience fees for billing ME my sewer water and trash. Which by the way would be cheaper if I got the services in my own name. The list goes on and on. It's insane and it's unfair. They are profiting not only on my rent but all the fees. They also falsely advertised my home as marble countertops and hardwood floors. Laminate both. And I had to clean the entire place and the carpets were disgusting. They've bought up every single family home in the area that's affordable making it impossible for anyone to buy a house. And good luck if you need something fixed. I haven't used my second bathroom in over a year bc they keep sending idiots to fix the shower and it's still not fixed. You can never get ahold of an actual person. And tenants fear retaliation if they complain. I'll be moving out next year and I'm sure they'll take my entire deposit. Something has got to be done about these companies. A limit on how many homes in an area they can own, what they can force tenants to pay in additional fees, and actually provide those services if they are being charged for them. Require them to correctly fix issues and lastly, stop taking every last cent of a deposit from people.</p>
<p>FTC-2026-0266-0002</p>	<p>Invitation homes is charging me \$40 per month for a ring camera, calling it a smart home. There is nothing to the smart home except the ring camera. They are also charging me \$9.99 EACH MONTH for a filter that is ONLY \$8. I only receive filters quarterly. That's \$30 for</p>

	<p>an \$8 filter that an HVAC company stated was useless. They are also charging me \$9.99 to bill me for water monthly. I recently had a leak that had been going on with their irrigation system for a year! They never informed me that there was a possible leak until I started questioning how my water bill got up to \$400 in one month when my water barely ever went above \$100 in a month.</p>
FTC-2026-0266-0005	<p>They charge us \$10 fee for water and \$10 fee for internet, \$35 if the hoa sends me a letter. Even if it has no violation!! I've paid over \$105 because I received a letter asking me to remove a flag. No penalty but I have to pay my landlord for that. They charge me for pro-care, there has never been a visit. \$40 for ring doorbell that doesn't record and I could buy direct for \$20.</p>
FTC-2026-0266-0028	<p>I have been staying in a home with invitation homes since 2023 and these fees are ridiculous attached to the rental amount. The double sometimes triple charges from conservice along with the monthly 9.99 fee then the air filter monthly charge of 9.99 when you only get new filters every 3 months overly charging for cheap filters, and the late fee after paying rent on the 3rd of \$175 and you will get a pay or vacate notice by the 12th it's all ridiculous.</p>
FTC-2026-0266-0029	<p>Invitation Homes has been charging \$9.95 per month for air filters. We only receive one every 4 months. I have lived in this home for 6 years. Not once has the furnace been checked, or the air ducts cleaned. During the month winter months, I have had to change my filter almost monthly due to the filter being almost black with dust and dirt. I called about getting more air filters since I am paying a monthly fee. The air filter company was happy to help me out, but then invitation homes went back into the computer and changed the frequency of me receiving filters to only 4 times a year. So I am paying \$30.00 a filler when I can buy them cheaper myself, yet they will not let you out of their filter program .</p>
FTC-2026-0266-0076	<p>Tired of non-transparency around fees extra to base rent: \$750 in annual amenity fees, for which there is unmaintained, broken gym equipment, supervised micromanaging of resident lounge, and general negligence and oversight of upkeep for these paid areas. In addition, having monthly admin fees tacked on to RUBS for utilities and hidden, undisclosed billing for residents who cover common spaces and commercial rental spaces in their monthly bills.</p>
FTC-2026-0266-0070	<p>I was also charged over \$2000. for concessions that I never received. Also, they have package charges at \$175. a month that was never totally explained. This isn't a choice either, you must accept it to live there. I do not understand how any of this could be legal. Yes, there must be more regulations to protect tenants.</p>
FTC-2026-0266-0083	<p>My fees including monthly pest control pest fee and I have only seen them twice in 6 months. I am charged an activity fee whether or not I</p>

	participate. Why? They charge for trash pickup, but have no recycling available.
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4. Fees making rent unaffordable (ANPRM Questions 48–50)

FTC-2026-0266-0003	<p>As renters, we went through the process in BOTH states to have these put in our name only to have them take them out of names and then charge us to have the utilities billed to us and they could be 2 to 6 months behind. This made it incredibly difficult to pay rent as you could never estimate what your bills may be and they were included in the rent which you could not just pay the rent. This eventually caused our eviction in their housing in CO. I was the only source of income during Covid and like many people we got behind. Invitation Homes received 10s of thousands of dollars in Covid relief on our behalf along. Then still evicted us from their property. We had such a huge bill with unnecessary fees and utilities billed months at a time and our rent we couldn't keep up. Not to mention that they would charge us fees for any communication from the HOA whether welcome letter or violation at \$35 a pop. This added up quickly and we just couldn't keep up. So, with the help of legal counsel we reach a deal with Invitation Homes to vacate their property within 14 days, they waived rights to sue us, kept our deposit and basically told us we had an NDA and couldn't rent from them for three years and a lot of other long lists of conditions.</p>
FTC-2026-0266-0021	<p>This needs to be addressed, as a single mother of a teen, it's very difficult to pay all these excess fees my rent for 950 sq. feet older apt is base \$1365, with trash, water laundry hook up (I have my own set) the price goes up to \$1485 then late \$50 and if they file papers due to how my pay period lands that is \$300, this makes it impossible to stay afloat.</p>
FTC-2026-0266-0022	<p>When I initially leased my home in 2019, the advertised base rent was \$975 per month. The property was also advertised as including a garage; however, upon moving in, I discovered that the home does not have a garage. This discrepancy raises concerns about the accuracy of the property listing at the time of leasing.</p> <p>After mandatory fees were added, my monthly housing cost at that time increased to approximately \$1,200. Since then, both the base rent and the required fees have continued to rise. Currently, my base rent is \$1,200 per month, but my actual monthly payment is approximately \$1,700 due to a series of mandatory, non-optional charges. This reflects a \$500 increase above the advertised rent, driven largely by fees rather than the base rental rate itself. These required charges include a bundled internet and cable package, a "smart home" fee that provides limited functionality (primarily a video doorbell and thermostat app access), and a</p>

	<p>mandatory air filter delivery service. The air filters are delivered quarterly, yet tenants are billed monthly for this service, raising concerns about whether the charges are proportional to the services provided.</p>
FTC-2026-0266-0067	<p>As a rentee the first thing landlords want from you is credit check \$1-\$29 and background checks that range anywhere from \$1-\$39. Its not stipulated in the ads its a must if you need or want to rent. I gave up the search because each landlord uses different platforms and so say your looking at 3 different properties your shelling out like \$100 before u can even look at the property. Then they gotcha for deposit and pet fees even if your animals are registered as ESA. I gave up and went to a hotel instead much cheaper. Especially for someone on disability.</p>
FTC-2026-0266-0068	<p>I have lived in 55 + community since 2017 and we were charged a municipal fee that was under \$3 a month for the first 5 years since then they gone up to now over \$80 a month it has gone up a substantial amount. Since has new owners. Obviously the old owners were picking up most of the fee. And the new owners are passing on all the increases to us.this is a55 and older community. It was affordable for people on SS but now they are making it very hard to afford.these fees are ridiculous.</p>
FTC-2026-0266-0101	<p>I am a long-term renter. I have rarely gotten my "security deposit" back EVER unless I sued. Presently I pay a fee in order to pay my rent online (which is what management prefers). My place was dirty when I moved in and I had to clean it myself. I am a disabled woman in my 70s. There were several things broken; I reported them but ended up having to fix them myself (involving plumbing, broken screen, an inch of cold air coming in underneath front door, other things. We have to pay for our own huge unit AC filters, which are not cheap. I had to pay extra security deposit (\$900, and I live in a poor state) because my income (steady and dependable) was not 1/3 the amount of rent (that practice needs to be STOPPED: people on fixed incomes can NOT reach that 30%, and cannot absorb regular rent raises either, which translates into homelessness as it did for me. So we are powerless).</p>
FTC-2026-0266-0098	<p>We live in Rancho Cordova, CA, in large rental-community (nearly 600-units); and every renter has to agree, by signing a lease addendum, that even though there are no water-meters on the units, or the buildings, that whatever the company says is payable every month – for water/sewer/garbage – is the responsibility of the resident And the company claims that one person, living alone, has to pay around \$100.00 a month, in addition to the rent, or be evicted. And for additional occupants, they add-on about \$30.00 per-head. So, a couple with a baby has to pay about \$160.00 a month, in addition to the rent.</p>

<p>FTC-2026-0266-0120</p>	<p>For me, all I did was change who received my rent, only now it cost me \$9.95 more every month due to Orange Realty Group's fee they charged to process my rent payment online using my Direct Express MasterCard (what my Social Security retirement is deposited onto). This \$9.95 fee was never a part of my original lease I signed with the owner when I moved in and seems outrageously high when compared to the extra \$1.75 fee charged by Nevada Power (to pay my electric bill online) and no extra fee to pay for my wife to Cox Communications. So, that's way things remained until last fall when I was told by Orange Realty Group that I needed to sign a lease renewal with the current owner to remain living in my apartment. If I did not sign a lease renewal by January 1, 2026, I would have to pay (in addition to my rent) a \$175.00 'no lease' fee, plus another \$45.00 monthly fee for what was called a "Resident Benefit Package 2". Neither of these 2 new fees that total \$215.00 extra every month to live in my apartment were a part of my original lease I signed when I moved in. This mandatory 'Resident Benefit Package 2' that Orange Realty Group was included in the lease renewal I was being asked to sign with the new owner, and was almost 30 pages in total, and included almost 6 full pages of fees that Orange Realty Group could impose for services they performed or any "HOA" violations they deemed appropriate as the property managers. Simply put, my original lease was only 7 pages, but the lease renewal was almost 30 pages! Crazy. The extra \$45.00 for a Resident Benefit Package 2 is of no benefit to myself, especially not for \$540.00 more per year it would cost me to remain living in my apartment. The owner only receives my rent amount every month.</p>
<p>FTC-2026-0266-0121</p>	<p>I have been living in an apartment complex for 14 years. The first management company never charged a fee for the Garbage and the Container, they started to charge \$30 Valet which they say is not an option, then 4 years later \$10.00 for the Container the Garbage goes in. Then after 8 years they added on \$14.00 a month for common area Electric that's \$54.00 a month more plus three years of rental increases the first \$300 I negotiate \$40.00 Off that , the following year another \$200.00 a month more on the rent I negotiate \$40.00 a month less on that as well.</p> <p>Now, their charging a \$400.00 apartment transfer fee, as well. The maintenance by the way is practically NONE EXISTENT. There always saying their short handed by 2 guys. Some Service request takes weeks others like paint the apartment after 9 years they say they usually paint a VACANT apartment and never herd anything else from them.</p>
<p>FTC-2026-0266-0136</p>	<p>I recently had to move after living in a townhouse for 18 years. I was extremely shocked to find i could only afford an apartment half the size for double amount of rent. I get charged a fee for everything, such as pet fees, administrative fees, fees for signing up foe auto pay. It is a huge scam and rip-off and they are getting away with it. I am a disabled senior on a fixed income and finally found an</p>

	apartment suitable to live in. Please do something to stop these outrageous fees.
FTC-2026-0266-0148	I even now am facing a barrier fighting my property management company to remove wrongful late fees on my account due to a discrepancy. I continue to receive a \$50 late fee each month for "late rent payments" although my rent is being paid each month and on time. Poor responses from Offer Advantage causes these fees to remain on my account causing an overwhelming feeling of frustration each month. When searching for housing for myself or clients, I have seen management companies add on ridiculous fees for prospective tenants such as \$169 non-refundable set up fee as well as a \$35/month required resident benefit package that they state can include personal property/liability insurance for an additional \$10/month for \$45/month total. These fees are on top of the first month's rent and security deposit fees. With rent prices going up and income not matching the current climate of our economy it makes it nearly impossible for someone to securely move or feel comfortable to maintain their housing even as a stably working individual. The last issue I have seen is high application fees as high as \$100 just to screen an individual for housing.
FTC-2026-0266-0174	I am a Social Worker at the Franklin County Municipal Court. This court has roughly 25k Eviction filings in 2025. As a part of our Navigation Program, I am at Eviction Court 5 days a week, answering questions and providing resources and guidance to tenants. The number of tenants who have reported unfair and deceptive housing fees is alarming and a cry for change. To name just a few of the junk fees; \$60 for leaving an outdoor child's slide on the tenant's own balcony, \$80 for leaving the outdoor patio chairs on the balcony, a fee to tour a unit in person prior to signing a lease, and the most recent fee which was ruled "excessive" in our court was a \$350 Attorney Fee/Eviction Fee that was imposed after a \$150 late fee- this tenant in particular had paid these fees three times before an eviction was even filed. I am very encouraged to see a proposed rule.
FTC-2026-0266-0231	The repeated institution of "user fees" for living within the PRG Real Estate property network has become almost untenable. Beyond the \$60 "amenity fee" at move in, with the last least renewal, the trash collection fee increased from \$15 to \$25 (a service which does not pay for itself in correlation with the number of times the trash compactor is broken). Recently however, the new requirement of a credit card number to access the parcel lockers (and the \$5-per-day charge for failing to do so equates to "mail ransom" and is spurious for obvious reasons. Within Virginia, there are already "junk fees" in place, but applying this type of legislation on a national scale would assist in the current political posturing regarding "affordability" and prove the advocacy for less expensive housing is a true initiative rather than a proclamation from the campaign trail.

FTC-2026-0266-0212	<p>I live in subsidized housing. It's a 3-bedroom due to my machines and supplies. With no caregiver, I must move out of my rental unit. I understand the rules. What my issue is: The Subsidized apartments (per each property) are charging \$40 + a Nonnegotiable \$250 "HOLDING fee". There are 2 main Affordable Housing Corporations in our Las Vegas, NV area: Ovation Properties + Nevada Hand I've lived in apartments under both corporations. I cannot afford to apply @ more than 1. This is money lost down the drain if there is no vacancy. PLUS paying my rent, utility bills, food, medical, etc. I've been told over the phone that there is no room @ 100% occupancy, but the websites differ.</p>
FTC-2026-0266-0217	<p>The fee for paying my rent online is insane! 18 dollars? I was not told this would be a fee before signing the lease, the alternative is getting a money order and dropping it off somewhere. But 18 dollars to pay you is unacceptable. There is no way this online platform needs 18 dollars to process the payment, it's extortion. If I could walk to the rental office and swipe my debit card, I would, but you can't! Getting a money order also requires time and money. If you can't outright ban these online fees, there should at least be a maximum or percentage ceiling to stop them from gouging us!</p>

5. Unexplained fees (ANPRM Questions 48–50)

FTC-2026-0266-0031	<p>They have a third party fee for another company to calculate the utilities, got the monthly numbers wrong multiple times, making more over pay. And with invitations homes you havr no choice to pay a company out side of the company you already pay for to keep track/ report your utilities to I.H. they chose to out source but im paying for it. Makes no sense.</p> <p>One time there was a outside light fee. They never could give me an answer to why is was there only one month.</p> <p>Your have you admin fee. Smart home fee. Etc. And still have to pay 9.99 to process the money you have to give I.H. for rent and all the fees.</p>
FTC-2026-0266-0027	<p>Throughout my time renting, I was charged random and unexplained fees, including charges for an internet and TV package that I never used or agreed to.</p> <p>What made things even worse was the complete lack of consideration for my situation. As an amputee, I was still expected to perform physically demanding maintenance tasks like climbing ladders to change air filters and clean gutters—something that is not only unreasonable but unsafe.</p>

6. Unnecessary fees (ANPRM Question 49)

FTC-2026-0266-0025	This property management is all about money. We have to pay our water bill through a 3rd party for no reason the local water company reads the meter sends the bill to conservice who then forwards the bill to us with a \$9 fee monthly. Why couldn't I pay the monthly bill myself and save me the \$9 monthly?
FTC-2026-0266-0062	<p>First, this is a senior apartment complex with some tenants with memory issues. Because the unit doors automatically lock when closing often a tenant will find her/himself locked out if keys were left inside the apartment. The stated policy is that a \$20 penalty will be imposed each time this occurs outside the hours of 9-5 when an agent has to use the master key to enter. But a problem occurs when no agent is in the office during posted office hours. Then it will often be the case that an agent has to be called after 5 pm.</p> <p>The second issue has to do with service requests for spot carpet cleaning. Management automatically charges \$50 to steam clean carpet no matter that the area in question is an entire room or a 10" circle where a grocery bag leaked ice cream onto the carpet.</p>
FTC-2026-0266-0072	I have a real problem with the general Phoenix, Arizona area tacking on a nonsense fee called a "technology package" (or similar wording). These fees can average anywhere from \$60 a month to a whopping \$130 a month! Management says it includes power-lit mirrors and fancy door locks, none of which the renter wants and could care less about. Yet this is a mandatory fee tacked on in addition to other fees.
FTC-2026-0266-0084	There is a mandatory "Activities Fee" of \$100/month which includes a portion of the cost of events that are organized by management: Tequila Tasting on the Roof Deck, Food Trucks (sometimes a coupon is given, other times, the residents are required to pay), Happy Hours, etc. I have never participated in these events and resent having to pay. I'd like it if the FTC would require that these payments be OPTIONAL, not required. Thanks
FTC-2026-0266-0144	I have a question why do I have to pay a \$8.00 fee just to pay my rent it says it's a convenient fee to use they service but it's not in the rental agreement nor is your rent goes up every time you renew your lease by \$50.00 but it don't say that in the rental agreement
FTC-2026-0266-0155	I am commenting on the unnecessary fees that the large corporation of Invitation Homes charge to tenants. We lived in an Invitation Homes home for 10 years and the non necessary fees were ridiculous. From being charged \$9.95 a month for hvac filters that were only sent out twice a year to the \$35 fee for them to OPEN a letter from the HOA of our community. The fees were out of control. They would not listen to reason about them either. Something needs

	to be done because these corporations are taking over and making it harder and harder for people to rent decent homes.
FTC-2026-0266-0191	<p>When looking for a new place there is a Credit Score website some Realtors use. It is a scam. It costs \$1 supposedly refundable. Not only do they keep the \$1 but after a few days the site charges you for a subscription - \$9.95 a week to belong to a Fitness or Health Group. The next month they add another one and if you don't start cancelling them they just keep adding. I paid for a few weeks before I was able to figure out where the charges came from and how to cancel them. Now when I call to view a rental property and they want me to use the Credit Score website I refuse. It is used for some Auction or Rent to Own Lists too. I avoid subscribing to those as well.</p> <p>Thank you for listening.</p>

## **Appendix B**

### **The National Consumer Law Center's 2024 Comments to the Federal Trade Commission**

This Appendix contains the National Consumer Law Center's February 7, 2024, comments in response to the Federal Trade Commission's Notice of Proposed Rulemaking to promulgate a trade regulation rule entitled "Rule on Unfair or Deceptive Fees," R207011.

**Appendix C**  
**2023 Group Comments to in Response to the Federal Trade Commission’s Advanced  
Notice of Proposed Rulemaking**

This Appendix contains comments that the National Consumer Law Center, the National Housing Law Project, the National Association of Consumer Advocates, and 36 other organizations submitted on February 8, 2023, in response to the Federal Trade Commission’s Advance Notice of Proposed Rulemaking regarding unfair or deceptive fees, R207011. The Comments focused on rental housing junk fees and contained a survey of legal services and nonprofit attorneys from around the country who work with clients in rental housing-related contexts between March and April 2022.

**Appendix D**  
**The National Consumer Law Center's 2023 Report**

This Appendix contains the National Consumer Law Center's 2023 Report, Too Damn High: How Junk Fees Add to Skyrocketing Rents.



**Appendix A**  
**Excerpts from Other Comments Submitted as Part of This Rulemaking**

In this Appendix, we provide excerpts directly from selected comments reviewed through April 7, 2026, in response to the Federal Trade Commission’s (FTC or Commission) the Advanced Notice of Proposed Rulemaking (ANPRM) concerning unfair or deceptive rental housing fee practices. This is not a comprehensive list of all comments submitted, nor does this appendix purport to cover all types of fees or fee-related issues. Instead, these comments highlight issues that the Commission is seeking information about.

1. Hidden fees (ANPRM Question 10)

<p>FTC-2026-0266-0010</p>	<p>I reside in a Greystar Property. When I moved in my apartment two years ago (2024) I was aware there were fixed fees outside of the monthly rent. However; when I paid my first month rent that’s when I learned that I had to pay the additional fixed fees at the same time as the rent. During the leasing process the Leasing Staff failed to inform us that the fees were due on the 1st of the month as part of the monthly rent payment. Adding the additional fees to the monthly rent payment is increasing the monthly rent amount and makes it unaffordable. The base rent amount is affordable but the additional fees makes it more difficult to pay the rent. In addition to the additional fees they have increased even more the past year. The additional fees added to the rent is Valet Trash, Community WiFi, Pest Control fee, and an Administrative Fee. I can find monthly internet service for half the cost of the community internet service. The tenants have to call and request pesticide service although we pay a fee monthly. They should have a standing scheduled weekly pest control service. The trash service does not collect the trash on assigned days, missing some service days. Although we have to pay these fees every month regardless. That’s a \$105 additional fee that I pay for my rent. Then the water bill is added in the monthly rent payment. The water bill fluctuates every month so it’s hard to budget for the total amount of water which impacts the total monthly rent amount. There’s a billing fee from the third party service that manages the water bill. Now for 2026 the Administrative Fee increased from \$6 to \$7 monthly. And they tacked on a Common Area Electricity Utility fee of \$15 and what is that?? I don’t utilize electricity anywhere else in the complex other than my apartment. Times have changed and tenants are getting ripped off by Corporate Dominating the Housing Market. It’s unfair that rent is so expensive with the greedy unnecessary fees. Although as of 2025, they must post their fee guide and disclose the fees and a break down of the total calculated cost to the tenants and potential tenants on their website it still doesn’t stop them from increasing fees or adding additional fees. It’s unfair.</p>
<p>FTC-2026-0266-0012</p>	<p>Total Rent: I was not informed prior to signing a lease that there were additional fees for the house being a "Smart Home", mandatory</p>

	<p>purchase of air filters through the payment portal, service fees for Conservice for water, sewer, etc.; they charged a \$35 per incident fee for an HOA complaint, even when the complaint was resolved with the HOA.</p>
<p>FTC-2026-0266-0011</p>	<p>I don't recall every being told about required fees to pay utilities or submit rent payments, but at every apartment I've lived that's been the case. The options are to pay online, which requires a \$3 additional fee, or hand deliver a check to the rental office, which often isn't even on the premises. My current apartment's leasing office is on the other side of the city and is only open during regular business hours, so that's obviously not a feasible option for most people, especially when rent is due on a weekend. Right now my utility fees are due on a separate day, require a separate fee to pay online, and can incur a separate late fee.</p> <p>Those fees add up. \$6/month. \$72/year just for the act of paying your rent, not accounting for any late fees. \$72 you didn't budget for, on top of rent. That's the cost of a few days of groceries for me. I've heard rental horror stories much worse, but I believe no one should have to pay a fee for something they're required to do, especially when that's not disclosed or included in the cost of rent.</p>
<p>FTC-2026-0266-0018</p>	<p>I was quoted an amount and they have added now extra fees for smart home access I could never use, air filter fees monthly that I only receive every 90 days, now they have taken over my water billing which I've had in my name for ten years I've rented. The air filters only come every quarter but I was told we have to replace the filters monthly. My water bill has been taken over and they refuse to let me continue my own water service.</p>
<p>FTC-2026-0266-0030</p>	<p>As of today, Zillow and the official Highland Commons website actively advertises 2-bedroom apartments starting at \$1,195 per month (with specific units currently listed as low as \$1,149 for a 2 bd/1 ba, 899 sq ft unit). However, when I contacted the property directly and asked for the lowest available 2-bedroom unit at the advertised \$1,195 price, I was quoted \$1,575 per month and they explicitly admitted:</p> <p>“Currently, based on our real-time availability, all 2-bedroom apartments at Highland Commons are listed at \$1,575 per month. There are no 2-bedroom apartments available at the \$1,195 price point at this time.”</p> <p>This is textbook bait-and-switch advertising.</p> <p>2. Predatory and Undisclosed Mandatory Junk Fees</p> <p>In addition to the higher quoted rent, the property imposes numerous mandatory fees that are not included in the advertised price. These fees (confirmed both by the reps and on Zillow) include:</p> <p>One-time fees:</p> <ul style="list-style-type: none"> <li>• Application Fee: \$45</li> <li>• Administrative Fee: \$349</li> </ul>

	<p>Mandatory monthly fees (added to rent):</p> <ul style="list-style-type: none"> <li>• Internet Service / Amenities Fee: \$99</li> <li>• Real Estate Tax Fee: \$14</li> <li>• Parking Fee: \$20</li> <li>• Renters Liability / Asset Protect Fee: \$15</li> </ul> <p>These add at least \$148 per month (plus one-time costs of \$394), dramatically inflating the true cost of renting. The advertised “rent” is therefore highly deceptive.</p>
FTC-2026-0266-0026	<p>You are not made aware of all the small fees until after you pay your security deposit. We are charged \$9.95 a month for an administrative fee but our bills water/trash/sewer are not billed monthly. We are charged \$9.95 a month for an air filter we receive every three months. They do not update their records in a timely manner for renters insurance and charge to for their insurance even when you provided it off multiple times. Once the problem is corrected they do not issue you a refund. They constantly schedule maintenance appointments without talking to the resident about their availability. When an appointment is missed you are charged \$75.</p>
FTC-2026-0266-0087	<p>Yes I have rent in apartments that started adding additional fees in the middle of A lease. When I moved in snacks in the break room were free . When they added an coffee maker they made a mandatory 35 dollar a month fee no exceptions</p>
FTC-2026-0266-0118	<p>I recently applied for an apartment, as a recipient of a HUD-VASH Voucher, I was allotted a maximum of rent. The apartment I applied for was advertised for \$500 less than my maximum. I thought it would be approved after being told I passed the background check that I had to pay \$50.00 for, along with a \$200i deposit for holding the apartment until it passed the inspection and approval process. About one week later the Housing Authority inspected the apartment and approved it for occupancy. A couple of days passed and I received a phone call from my VA Housing Assistant tells me that I would not be able to get the place, because the Complex had requested a tent \$75.00 more than the maximum allowed and wouldn't accept anything lower, even though the advertised rent was much less. I see that as a case of discrimination for HUD-VASH Vouchers.</p>
FTC-2026-0266-0151	<p>Since mid-July, I have been a tenant with a home rental community “Residences At Oak View”, WI. My initial interview with the management stating that my Monthly Rent would consist of the following:  \$2375.00 + \$80.00 (Mandatory Cable- Internet) + \$45.00 (Trash Collection) &amp; Security Deposit of \$1187.00 . Then, at the time of signing the contract, I was taken by surprise - after the prep. of selling my home and other moving related task - to bear other cost to be incurred; i.e; one time Amenity Fees of \$250.00; Monthly application Fees of \$25 for my spouse and \$25 for myself. My argument about the latter fees was not successfully ended, albeit I'm the only source</p>

	<p>of income. That is a GT of my monthly payment for 2bd, 1bth, and supposedly 1200 sf Area: \$25580 (after recent addition of \$30.00)! The unhinged rental housing market has over burdened American People who badly need a shelter from such abusive and deceptive reality.</p>
FTC-2026-0266-0154	<p>My husband and I are being charged an extra \$89 per month because our credit rating was below 600 when we applied for the property. We were not informed of this fee prior to signing the lease, and it is not included in the lease agreement. We were also charged a \$2,400 deposit, double the advertised amount, for the same reason. The lease does not list the rent amount or the actual deposit amount, only the cleaning fee, which is unreasonable given the property's condition upon move-in. The pet rent and pet deposit are listed, along with an additional \$49 per person charge for trash, sewer, and yard care. Currently, the lawn is up to my knees, and I have done all of the weeding. I have emailed the owner several times about different things, like the lawn, black widow spiders on the property, our furnace not working, and he never replies to any of my texts.</p>
FTC-2026-0266-0179	<p>With the house I'm currently renting, we didn't know about a "Residents Benefit Package" mandatory fee until it was time to sign the lease. This mandatory fee can fluctuate depending on circumstances between \$35-100 per month. Other rental housing providers charge application fees just to view the property. I can understand once you want to move forward and they need to check your credit score and available funds, but to charge an application fee just to see the property is taking advantage of the situation and people looking to rent who need a place to live.</p>

2. High application fees (ANPRM Questions 31–40)

FTC-2026-0266-0102	<p>I recently moved to Arizona from California and viewing a few rental communities . When we filled out the rental applications and hit with \$50 each person was what we expected yet being charged admin. Fees of \$250 totaling \$350 just to fill out an application to findout If we get approved is outrageous in fees, for anyone. The first place we started to fill out apps. Yet the office was closing soon , we were told to finish online and when we first started the app for one person they ask for payment right away in fees of applications and admin fees , we applied into the system. Went to hotel and on way got a call for a job offer being further away from this unit we viewed . Deciding to not complete the apps. The morning as soon as office opened we called and spoke to a leasing staff and explained we couldnt lease and to cancel our process that was incomplete . We expected the credit back to our bank for the cost of applications and definately admin fee total of \$350. They sent email saying they recieved call and thanks! We never recieved return of our money we paid and they didnt hold a unit nor did they get completed apps yet kept our money.</p>
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	I called and try to speak to a leasing agent , got nothing but rude , and to bad for us and they refuse to return the money.
FTC-2026-0266-0218	When you apply: \$150 administrative fee, \$75 application fee, \$15 Range Water Charity. Most likely they were laughing when they added "charity donation." These people are begging for regulations - they have no shame. Do they not even have 1 person on the payroll that would realize it's not appropriate to add a charity donation on an apartment application?
FTC-2026-0266-0214	<p>an application fee is the most egregious i have seen, ranging anywhere from \$15 i have seen once, to \$100 per person, i know how much effort it is to do a background check, i have a rough idea how much one costs from the major services, i can tell you it is a lot less than \$100/person, and less than the more common \$50/person, 15 was the almost most reasonable one closest to at cost, on top of this they still want payslips and all of the information separately that ought to be found out within the background check and then have the gall to charge an administrative fee. this is so outrageously anti-consumer and shooting the cost of living up without just cause as just 3 years ago i would be hard-pressed to find a single apartment building requiring this outside of new constructions, and even then it was a 50/50 chance.</p> <p>New applicants are part of the cost of doing business, if you don't like it then sell the property and get it to someone who's actually willing to work for a living!</p>

3. Services not provided as described (ANPRM Question 18, 48–50)

FTC-2026-0266-0004	<p>I am submitting this comment regarding the fee practices used by large corporate landlords such as Invitation Homes. In my experience as a tenant, many of the fees and services associated with renting a home are not transparent and appear designed to increase the cost of housing without clearly delivering the value that is being charged.</p> <p>One example is the mandatory air filter delivery program. Tenants are charged for this service every month, implying that filters will be delivered regularly. However, in reality we only received a filter approximately once every few months while still being charged monthly. Charging tenants for a service on a monthly basis when the product is not actually delivered monthly feels misleading and unfair.</p> <p>I also experienced misleading communication during a lease renewal regarding internet service. During the renewal process, I was told that the internet associated with the home would be “waived.” Instead of waiving the fee while continuing the service, the company completely canceled the internet service. This left us without internet and forced</p>
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	<p>us to find and pay for our own provider. The way this was presented during the renewal made it appear that the cost would be waived, not that the service itself would be removed.</p> <p>Practices like these make it difficult for renters to understand the true cost of housing and create unnecessary financial burdens. Housing is a basic necessity, and tenants should not be subjected to misleading fee structures, mandatory programs that do not deliver what is advertised, or unclear communication about services included in their lease.</p> <p>Large corporate landlords should be required to clearly disclose the true total cost of renting a home, including all mandatory programs and fees, and should not be allowed to charge tenants for services that are not delivered as represented.</p> <p>Greater oversight is needed to protect renters from these practices and to ensure transparency and fairness in rental housing.</p>
<p>FTC-2026-0266-0007</p>	<p>I'm a tenant with invitation homes. I didn't find out until AFTER I paid my \$4k deposit that I would in fact not be paying \$1695 a month but \$2000 because of all the additional fees. A \$40 a month smart home fee for a first generation ring camera that I already had and you don't even get a subscription. \$10 a month for \$8 filters that you only get every three months. So \$30 for one \$8 filter. \$85 for a spectrum package when I was already getting it for half and the one they made me switch to is slower. Convenience fees for billing ME my sewer water and trash. Which by the way would be cheaper if I got the services in my own name. The list goes on and on. It's insane and it's unfair. They are profiting not only on my rent but all the fees. They also falsely advertised my home as marble countertops and hardwood floors. Laminate both. And I had to clean the entire place and the carpets were disgusting. They've bought up every single family home in the area that's affordable making it impossible for anyone to buy a house. And good luck if you need something fixed. I haven't used my second bathroom in over a year bc they keep sending idiots to fix the shower and it's still not fixed. You can never get ahold of an actual person. And tenants fear retaliation if they complain. I'll be moving out next year and I'm sure they'll take my entire deposit. Something has got to be done about these companies. A limit on how many homes in an area they can own, what they can force tenants to pay in additional fees, and actually provide those services if they are being charged for them. Require them to correctly fix issues and lastly, stop taking every last cent of a deposit from people.</p>
<p>FTC-2026-0266-0002</p>	<p>Invitation homes is charging me \$40 per month for a ring camera, calling it a smart home. There is nothing to the smart home except the ring camera. They are also charging me \$9.99 EACH MONTH for a filter that is ONLY \$8. I only receive filters quarterly. That's \$30 for</p>

	<p>an \$8 filter that an HVAC company stated was useless. They are also charging me \$9.99 to bill me for water monthly. I recently had a leak that had been going on with their irrigation system for a year! They never informed me that there was a possible leak until I started questioning how my water bill got up to \$400 in one month when my water barely ever went above \$100 in a month.</p>
FTC-2026-0266-0005	<p>They charge us \$10 fee for water and \$10 fee for internet, \$35 if the hoa sends me a letter. Even if it has no violation!! I've paid over \$105 because I received a letter asking me to remove a flag. No penalty but I have to pay my landlord for that. They charge me for pro-care, there has never been a visit. \$40 for ring doorbell that doesn't record and I could buy direct for \$20.</p>
FTC-2026-0266-0028	<p>I have been staying in a home with invitation homes since 2023 and these fees are ridiculous attached to the rental amount. The double sometimes triple charges from conservice along with the monthly 9.99 fee then the air filter monthly charge of 9.99 when you only get new filters every 3 months overly charging for cheap filters, and the late fee after paying rent on the 3rd of \$175 and you will get a pay or vacate notice by the 12th it's all ridiculous.</p>
FTC-2026-0266-0029	<p>Invitation Homes has been charging \$9.95 per month for air filters. We only receive one every 4 months. I have lived in this home for 6 years. Not once has the furnace been checked, or the air ducts cleaned. During the month winter months, I have had to change my filter almost monthly due to the filter being almost black with dust and dirt. I called about getting more air filters since I am paying a monthly fee. The air filter company was happy to help me out, but then invitation homes went back into the computer and changed the frequency of me receiving filters to only 4 times a year. So I am paying \$30.00 a filter when I can buy them cheaper myself, yet they will not let you out of their filter program .</p>
FTC-2026-0266-0076	<p>Tired of non-transparency around fees extra to base rent: \$750 in annual amenity fees, for which there is unmaintained, broken gym equipment, supervised micromanaging of resident lounge, and general negligence and oversight of upkeep for these paid areas. In addition, having monthly admin fees tacked on to RUBS for utilities and hidden, undisclosed billing for residents who cover common spaces and commercial rental spaces in their monthly bills.</p>
FTC-2026-0266-0070	<p>I was also charged over \$2000. for concessions that I never received. Also, they have package charges at \$175. a month that was never totally explained. This isn't a choice either, you must accept it to live there. I do not understand how any of this could be legal. Yes, there must be more regulations to protect tenants.</p>
FTC-2026-0266-0083	<p>My fees including monthly pest control pest fee and I have only seen them twice in 6 months. I am charged an activity fee whether or not I</p>

	participate. Why? They charge for trash pickup, but have no recycling available.
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4. Fees making rent unaffordable (ANPRM Questions 48–50)

FTC-2026-0266-0003	<p>As renters, we went through the process in BOTH states to have these put In our name only.to have them take them out of names ans then charge us to have the utilities billed to us and they could be 2 to 6 months behind. This made it incredibly difficult to pay rent as you could never estimate what your bills may be and they were included in the rent which you could not just pay the rent. This eventually caused our eviction in their housing in CO. I was the only source of income during Covid and like many people we got behind. Invitation Homes received 10s of thousands of dollars in Covid relief on our behalf along. Then still evicted us from their property. We had such a huge bill with unnecessary fees and utilities billed months at a time and our rent we couldn't keep up. Not to mention that they would charge us fees for any communication from the HOA whether welcome letter or violation at \$35 a pop. This added up quickly and we just couldn't keep up. So, with the help of legal counsel we reach a deal with Invitation Homes to vacate their property within 14 days, they waived rights to sue us, kept our deposit and basically told us we had an NDA and couldn't rent from them for three years and alot of other long lists of conditions.</p>
FTC-2026-0266-0021	<p>This needs to be addressed , as a single mother of a teen , its very difficult to pay all these excess fees my rent for 950 sq. feet older apt is base \$1365, with trash , water laundry hook up ( I have my own set) the price goes up to \$1485 then late \$50 and if they file papers due to how my pay period lands that is \$300 , this makes it impossible to stay a float.</p>
FTC-2026-0266-0022	<p>When I initially leased my home in 2019, the advertised base rent was \$975 per month. The property was also advertised as including a garage; however, upon moving in, I discovered that the home does not have a garage. This discrepancy raises concerns about the accuracy of the property listing at the time of leasing.</p> <p>After mandatory fees were added, my monthly housing cost at that time increased to approximately \$1,200. Since then, both the base rent and the required fees have continued to rise. Currently, my base rent is \$1,200 per month, but my actual monthly payment is approximately \$1,700 due to a series of mandatory, non-optional charges. This reflects a \$500 increase above the advertised rent, driven largely by fees rather than the base rental rate itself. These required charges include a bundled internet and cable package, a "smart home" fee that provides limited functionality (primarily a video doorbell and thermostat app access), and a</p>

	<p>mandatory air filter delivery service. The air filters are delivered quarterly, yet tenants are billed monthly for this service, raising concerns about whether the charges are proportional to the services provided.</p>
FTC-2026-0266-0067	<p>As a rentee the first thing landlords want from you is credit check \$1-\$29 and background checks that range anywhere from \$1-\$39. Its not stipulated in the ads its a must if you need or want to rent. I gave up the search because each landlord uses different platforms and so say your looking at 3 different properties your shelling out like \$100 before u can even look at the property. Then they gotcha for deposit and pet fees even if your animals are registered as ESA. I gave up and went to a hotel instead much cheaper. Especially for someone on disability.</p>
FTC-2026-0266-0068	<p>I have lived in 55 + community since 2017 and we were charged a municipal fee that was under \$3 a month for the first 5 years since then they gone up to now over \$80 a month it has gone up a substantial amount. Since has new owners. Obviously the old owners were picking up most of the fee. And the new owners are passing on all the increases to us.this is a55 and older community. It was affordable for people on SS but now they are making it very hard to afford.these fees are ridiculous.</p>
FTC-2026-0266-0101	<p>I am a long-term renter. I have rarely gotten my "security deposit" back EVER unless I sued. Presently I pay a fee in order to pay my rent online (which is what management prefers). My place was dirty when I moved in and I had to clean it myself. I am a disabled woman in my 70s. There were several things broken; I reported them but ended up having to fix them myself (involving plumbing, broken screen, an inch of cold air coming in underneath front door, other things. We have to pay for our own huge unit AC filters, which are not cheap. I had to pay extra security deposit (\$900, and I live in a poor state) because my income (steady and dependable) was not 1/3 the amount of rent (that practice needs to be STOPPED: people on fixed incomes can NOT reach that 30%, and cannot absorb regular rent raises either, which translates into homelessness as it did for me. So we are powerless).</p>
FTC-2026-0266-0098	<p>We live in Rancho Cordova, CA, in large rental-community (nearly 600-units); and every renter has to agree, by signing a lease addendum, that even though there are no water-meters on the units, or the buildings, that whatever the company says is payable every month – for water/sewer/garbage – is the responsibility of the resident And the company claims that one person, living alone, has to pay around \$100.00 a month, in addition to the rent, or be evicted. And for additional occupants, they add-on about \$30.00 per-head. So, a couple with a baby has to pay about \$160.00 a month, in addition to the rent.</p>

<p>FTC-2026-0266-0120</p>	<p>For me, all I did was change who received my rent, only now it cost me \$9.95 more every month due to Orange Realty Group's fee they charged to process my rent payment online using my Direct Express MasterCard (what my Social Security retirement is deposited onto). This \$9.95 fee was never a part of my original lease I signed with the owner when I moved in and seems outrageously high when compared to the extra \$1.75 fee charged by Nevada Power (to pay my electric bill online) and no extra fee to pay for my wife to Cox Communications. So, that's way things remained until last fall when I was told by Orange Realty Group that I needed to sign a lease renewal with the current owner to remain living in my apartment. If I did not sign a lease renewal by January 1, 2026, I would have to pay (in addition to my rent) a \$175.00 'no lease' fee, plus another \$45.00 monthly fee for what was called a "Resident Benefit Package 2". Neither of these 2 new fees that total \$215.00 extra every month to live in my apartment were a part of my original lease I signed when I moved in. This mandatory 'Resident Benefit Package 2' that Orange Realty Group was included in the lease renewal I was being asked to sign with the new owner, and was almost 30 pages in total, and included almost 6 full pages of fees that Orange Realty Group could impose for services they performed or any "HOA" violations they deemed appropriate as the property managers. Simply put, my original lease was only 7 pages, but the lease renewal was almost 30 pages! Crazy. The extra \$45.00 for a Resident Benefit Package 2 is of no benefit to myself, especially not for \$540.00 more per year it would cost me to remain living in my apartment. The owner only receives my rent amount every month.</p>
<p>FTC-2026-0266-0121</p>	<p>I have been living in an apartment complex for 14 years. The first management company never charged a fee for the Garbage and the Container, they started to charge \$30 Valet which they say is not an option, then 4 years later \$10.00 for the Container the Garbage goes in. Then after 8 years they added on \$14.00 a month for common area Electric that's \$54.00 a month more plus three years of rental increases the first \$300 I negotiate \$40.00 Off that , the following year another \$200.00 a month more on the rent I negotiate \$40.00 a month less on that as well.</p> <p>Now, their charging a \$400.00 apartment transfer fee, as well. The maintenance by the way is practically NONE EXISTENT. There always saying their short handed by 2 guys. Some Service request takes weeks others like paint the apartment after 9 years they say they usually paint a VACANT apartment and never herd anything else from them.</p>
<p>FTC-2026-0266-0136</p>	<p>I recently had to move after living in a townhouse for 18 years. I was extremely shocked to find i could only afford an apartment half the size for double amount of rent. I get charged a fee for everything, such as pet fees, administrative fees, fees for signing up foe auto pay. It is a huge scam and rip-off and they are getting away with it. I am a disabled senior on a fixed income and finally found an</p>

	apartment suitable to live in. Please do something to stop these outrageous fees.
FTC-2026-0266-0148	I even now am facing a barrier fighting my property management company to remove wrongful late fees on my account due to a discrepancy. I continue to receive a \$50 late fee each month for "late rent payments" although my rent is being paid each month and on time. Poor responses from Offer Advantage causes these fees to remain on my account causing an overwhelming feeling of frustration each month. When searching for housing for myself or clients, I have seen management companies add on ridiculous fees for prospective tenants such as \$169 non-refundable set up fee as well as a \$35/month required resident benefit package that they state can include personal property/liability insurance for an additional \$10/month for \$45/month total. These fees are on top of the first month's rent and security deposit fees. With rent prices going up and income not matching the current climate of our economy it makes it nearly impossible for someone to securely move or feel comfortable to maintain their housing even as a stably working individual. The last issue I have seen is high application fees as high as \$100 just to screen an individual for housing.
FTC-2026-0266-0174	I am a Social Worker at the Franklin County Municipal Court. This court has roughly 25k Eviction filings in 2025. As a part of our Navigation Program, I am at Eviction Court 5 days a week, answering questions and providing resources and guidance to tenants. The number of tenants who have reported unfair and deceptive housing fees is alarming and a cry for change. To name just a few of the junk fees; \$60 for leaving an outdoor child's slide on the tenant's own balcony, \$80 for leaving the outdoor patio chairs on the balcony, a fee to tour a unit in person prior to signing a lease, and the most recent fee which was ruled "excessive" in our court was a \$350 Attorney Fee/Eviction Fee that was imposed after a \$150 late fee- this tenant in particular had paid these fees three times before an eviction was even filed. I am very encouraged to see a proposed rule.
FTC-2026-0266-0231	The repeated institution of "user fees" for living within the PRG Real Estate property network has become almost untenable. Beyond the \$60 "amenity fee" at move in, with the last least renewal, the trash collection fee increased from \$15 to \$25 (a service which does not pay for itself in correlation with the number of times the trash compactor is broken). Recently however, the new requirement of a credit card number to access the parcel lockers (and the \$5-per-day charge for failing to do so equates to "mail ransom" and is spurious for obvious reasons. Within Virginia, there are already "junk fees" in place, but applying this type of legislation on a national scale would assist in the current political posturing regarding "affordability" and prove the advocacy for less expensive housing is a true initiative rather than a proclamation from the campaign trail.

FTC-2026-0266-0212	<p>I live in subsidized housing. It's a 3-bedroom due to my machines and supplies. With no caregiver, I must move out of my rental unit. I understand the rules. What my issue is: The Subsidized apartments (per each property) are charging \$40 + a Nonnegotiable \$250 "HOLDING fee". There are 2 main Affordable Housing Corporations in our Las Vegas, NV area: Ovation Properties + Nevada Hand I've lived in apartments under both corporations. I cannot afford to apply @ more than 1. This is money lost down the drain if there is no vacancy. PLUS paying my rent, utility bills, food, medical, etc. I've been told over the phone that there is no room @ 100% occupancy, but the websites differ.</p>
FTC-2026-0266-0217	<p>The fee for paying my rent online is insane! 18 dollars? I was not told this would be a fee before signing the lease, the alternative is getting a money order and dropping it off somewhere. But 18 dollars to pay you is unacceptable. There is no way this online platform needs 18 dollars to process the payment, it's extortion. If I could walk to the rental office and swipe my debit card, I would, but you can't! Getting a money order also requires time and money. If you can't outright ban these online fees, there should at least be a maximum or percentage ceiling to stop them from gouging us!</p>

5. Unexplained fees (ANPRM Questions 48–50)

FTC-2026-0266-0031	<p>They have a third party fee for another company to calculate the utilities, got the monthly numbers wrong multiple times, making more over pay. And with invitations homes you havr no choice to pay a company out side of the company you already pay for to keep track/ report your utilities to I.H. they chose to out source but im paying for it. Makes no sense.</p> <p>One time there was a outside light fee. They never could give me an answer to why is was there only one month.</p> <p>Your have you admin fee. Smart home fee. Etc. And still have to pay 9.99 to process the money you have to give I.H. for rent and all the fees.</p>
FTC-2026-0266-0027	<p>Throughout my time renting, I was charged random and unexplained fees, including charges for an internet and TV package that I never used or agreed to.</p> <p>What made things even worse was the complete lack of consideration for my situation. As an amputee, I was still expected to perform physically demanding maintenance tasks like climbing ladders to change air filters and clean gutters—something that is not only unreasonable but unsafe.</p>

6. Unnecessary fees (ANPRM Question 49)

FTC-2026-0266-0025	This property management is all about money. We have to pay our water bill through a 3rd party for no reason the local water company reads the meter sends the bill to conservice who then forwards the bill to us with a \$9 fee monthly. Why couldn't I pay the monthly bill myself and save me the \$9 monthly?
FTC-2026-0266-0062	<p>First, this is a senior apartment complex with some tenants with memory issues. Because the unit doors automatically lock when closing often a tenant will find her/himself locked out if keys were left inside the apartment. The stated policy is that a \$20 penalty will be imposed each time this occurs outside the hours of 9-5 when an agent has to use the master key to enter. But a problem occurs when no agent is in the office during posted office hours. Then it will often be the case that an agent has to be called after 5 pm.</p> <p>The second issue has to do with service requests for spot carpet cleaning. Management automatically charges \$50 to steam clean carpet no matter that the area in question is an entire room or a 10" circle where a grocery bag leaked ice cream onto the carpet.</p>
FTC-2026-0266-0072	I have a real problem with the general Phoenix, Arizona area tacking on a nonsense fee called a "technology package" (or similar wording). These fees can average anywhere from \$60 a month to a whopping \$130 a month! Management says it includes power-lit mirrors and fancy door locks, none of which the renter wants and could care less about. Yet this is a mandatory fee tacked on in addition to other fees.
FTC-2026-0266-0084	There is a mandatory "Activities Fee" of \$100/month which includes a portion of the cost of events that are organized by management: Tequila Tasting on the Roof Deck, Food Trucks (sometimes a coupon is given, other times, the residents are required to pay), Happy Hours, etc. I have never participated in these events and resent having to pay. I'd like it if the FTC would require that these payments be OPTIONAL, not required. Thanks
FTC-2026-0266-0144	I have a question why do I have to pay a \$8.00 fee just to pay my rent it says it's a convenient fee to use they service but it's not in the rental agreement nor is your rent goes up every time you renew your lease by \$50.00 but it don't say that in the rental agreement
FTC-2026-0266-0155	I am commenting on the unnecessary fees that the large corporation of Invitation Homes charge to tenants. We lived in an Invitation Homes home for 10 years and the non necessary fees were ridiculous. From being charged \$9.95 a month for hvac filters that were only sent out twice a year to the \$35 fee for them to OPEN a letter from the HOA of our community. The fees were out of control. They would not listen to reason about them either. Something needs

	to be done because these corporations are taking over and making it harder and harder for people to rent decent homes.
FTC-2026-0266-0191	<p>When looking for a new place there is a Credit Score website some Realtors use. It is a scam. It costs \$1 supposedly refundable. Not only do they keep the \$1 but after a few days the site charges you for a subscription - \$9.95 a week to belong to a Fitness or Health Group. The next month they add another one and if you don't start cancelling them they just keep adding. I paid for a few weeks before I was able to figure out where the charges came from and how to cancel them. Now when I call to view a rental property and they want me to use the Credit Score website I refuse. It is used for some Auction or Rent to Own Lists too. I avoid subscribing to those as well.</p> <p>Thank you for listening.</p>

## **Appendix B**

### **The National Consumer Law Center's 2024 Comments to the Federal Trade Commission**

This Appendix contains the National Consumer Law Center's February 7, 2024, comments in response to the Federal Trade Commission's Notice of Proposed Rulemaking to promulgate a trade regulation rule entitled "Rule on Unfair or Deceptive Fees," R207011.

February 7, 2024

Via regulations.gov  
Federal Trade Commission  
Office of the Secretary  
600 Pennsylvania Avenue NW, Suite CC-5610 (Annex B)  
Washington, DC 20580

**Re: Unfair or Deceptive Fees NPRM, R207011 – Comments Concerning Rental Housing Junk Fees**

The National Consumer Law Center (NCLC), on behalf of its low-income clients, is pleased to submit these comments in response to the Federal Trade Commission’s (FTC or Commission) Notice of Proposed Rulemaking (NPRM) to promulgate a trade regulation rule entitled “Rule on Unfair or Deceptive Fees,” R207011.<sup>1</sup> We thank the FTC for proposing a rule that is industry neutral and therefore would apply to rental housing, constituting a significant step toward helping to protect renters and rental housing applicants from egregious junk fees-related practices.<sup>2</sup>

We do not think there are any disputed issues of fact for this proposed rule. However, if the Commission conducts hearings regarding this rule, we wish to participate in those hearings and engage in cross-examination.

Our comments discuss rental housing junk fees, which cause particular harm to renters of color and lower income renters. We also address the FTC’s questions on which we have input that goes beyond our February 8, 2023 comments in response to the Commission’s Advanced Notice of Proposed Rulemaking (ANPR) in this rulemaking.<sup>3</sup> Our comments include three appendices. Appendix A considers how the FTC’s proposed rule would apply to the rental housing junk fees identified in NCLC’s February 8, 2023 comments and in our subsequent report based on those comments, *Too Damn High: How Junk Fees Add to Skyrocketing Rents*. Appendix B illustrates— using screenshots—how certain rental housing listing platforms currently provide fee information to prospective renters. Appendix C provides excerpts from selected comments submitted in response to the NPRM that discuss rental housing junk fees.

We support the FTC’s overall approach to regulating junk fees and also provide recommendations on how to strengthen the rule. Most critically, we urge the FTC to:

- Promulgate a final rule that applies to rental housing junk fees.
- Prohibit hidden, misleading, and excessive fees.

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<sup>1</sup> Trade Regulation Rule on Unfair or Deceptive Fees, 84 Fed. Reg. 77420 (proposed Nov. 9, 2023) (to be codified at 15 C.F.R. pt. 464), <https://www.federalregister.gov/documents/2023/11/09/2023-24234/trade-regulation-rule-on-unfair-or-deceptive-fees>.

<sup>2</sup> These comments were written by NCLC attorneys Ariel Nelson, April Kuehnhoff, Steve Sharpe, and Chi Chi Wu.

<sup>3</sup> Nat’l Consumer L. Ctr. et al., Comments on Advanced Notice of Proposed Rulemaking on Unfair or Deceptive Fees (Feb. 8, 2023), <https://www.nclc.org/wp-content/uploads/2023/02/Final-NCLC-et-al.-Group-Comments-re-Rental-Housing-Junk-Fees-with-Addenda.pdf>. NCLC subsequently published a report based on these comments. Ariel Nelson, April Kuehnhoff, Chi Chi Wu, & Steve Sharpe, Nat’l Consumer Law Ctr., *Too Damn High: How Junk Fees Add to Skyrocketing Rents* (2023), <https://www.nclc.org/wp-content/uploads/2023/03/JunkFees-Rpt.pdf> [hereinafter NCLC, *Too Damn High*].

- Clarify that Businesses may not impose fees—whether mandatory or optional—that provide little or no value to the consumer in exchange for the charge.
- Clarify that vague descriptions of fees that a reasonable consumer would not understand violate the rule.
- State that “Ancillary Good or Service” includes fees that are part of the same transaction but that a third-party charges.
- Define fees as “mandatory” if they are not reasonably avoidable or if a reasonable consumer would expect that the good or service is included with the purchase or part of the transaction.
- Require itemization of all mandatory fees and, if applicable, require Businesses to state which fees are one-time fees and which are ongoing monthly fees.
- Require that any fees that may not be encompassed by the Total Price and therefore not disclosed under Section 464.2(a) be disclosed under Section 464.3(b) and itemized.
  - State that where additional costs that are excluded from the Total Price are variable, the Business must disclose the existence of such costs and any formula or method for their calculation.
- Explicitly prohibit misrepresentations regarding any amount included in the Total Price as well as any other fee or charge the consumer may pay.
- State that “before the consumer consents to pay” means before the consumer agrees to “make any payment” that is part of the transaction, including rental housing application fees.
- Issue the final rule as quickly as possible and also commit to issuing Advisory Opinions and Staff Interpretations to address any need for subsequent clarification.

We make additional recommendations, including specific changes to the proposed rule text, throughout these comments.

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## I. The FTC Should Promulgate a Final Rule That Protects Renters from Hidden, Misleading, and Excessive Rental Housing Junk Fees

### A. Rental housing junk fees likely harm millions of renter households, and renters of color and lower income renters in particular.

About 44 million households—or 35% of the U.S. population—live in rental housing.<sup>4</sup> Renter households are more likely to be households of color and to have lower incomes. About 58% of Black households and 52% of Hispanic households rented their housing in 2019.<sup>5</sup> In contrast, only about 28% of white households rented.<sup>6</sup> Moreover, “longstanding inequities in education and labor markets continue to limit the earnings of households of color, perpetuating racial and ethnic disparities in cost-burdened rates.”<sup>7</sup> 54% of Black renter households and 52% of Hispanic households are cost burdened—meaning that they pay more than 30% of their income on rent and utilities—while 42% of white households are cost burdened.<sup>8</sup> Moreover, almost two-thirds of households that fall into the bottom 20% of incomes pay more than 50% of their income on rent and utilities, meaning they are “severely cost burdened.”<sup>9</sup> Working class renters—the 20% of people who fall into the next level up on the income scale—also face unaffordable rents. The amount of working-class renters who are severely cost burdened has almost tripled to 17% in two decades.<sup>10</sup> And “the dwindling supply of low-rent units is only worsening cost burdens.”<sup>11</sup> As detailed in our comments in response to the ANPR, to secure and maintain rental housing, renters across the country typically face a dizzying array of unavoidable fees (1) during their search for housing (e.g., application fees, fees to “hold” an apartment), (2) throughout the

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<sup>4</sup> Fact Sheet: Biden-Harris Administration Takes Action to Protect Renters (July 27, 2023), <https://www.whitehouse.gov/briefing-room/statements-releases/2023/07/27/fact-sheet-biden-harris-administration-takes-action-to-protect-renters/>.

<sup>5</sup> Drew Desilver, *As national eviction ban expires, a look at who rents and who owns in the U.S.*, Pew Research Ctr. (Aug. 2, 2021), <https://www.pewresearch.org/short-reads/2021/08/02/as-national-eviction-ban-expires-a-look-at-who-rents-and-who-owns-in-the-u-s/> (based on data from 2019); see also Joint Ctr. for Hous. Studies of Harvard Univ., *America’s Rental Housing 12* (2022) [hereinafter *America’s Rental Housing 2022*],

[https://www.jchs.harvard.edu/sites/default/files/reports/files/Harvard\\_JCHS\\_Americas\\_Rental\\_Housing\\_2022.pdf](https://www.jchs.harvard.edu/sites/default/files/reports/files/Harvard_JCHS_Americas_Rental_Housing_2022.pdf) (renters are much more likely than homeowners to be single, to be households of color, and to have lower incomes; “High rentership rates among households of color reflect longstanding disparities in access to homeownership, including discriminatory lending, legal, and real estate practices.”).

<sup>6</sup> Desilver, *supra* note 5 (white households account for three quarters of all owner-occupied U.S. housing units, but only a little over half of renter-occupied units).

<sup>7</sup> *America’s Rental Housing 2022*, *supra* note 5, at 30.

<sup>8</sup> *Id.*; see also Andrew Aurand, Dan Emmanuel, Emma Foley, Matt Clarke, Ikra Rafi, & Diane Yentel, Nat’l Low Income Hous. Coal., *The Gap: A Shortage of Affordable Homes 1* (2023), <https://nlihc.org/gap> (“Black, Latino, and Indigenous households are disproportionately extremely low-income renters and are disproportionately impacted by [the affordable housing] shortage.”).

<sup>9</sup> Jason DeParle, *Record Rent Burdens Batter Low-Income Life*, NY Times (Dec. 11, 2023), <https://www.nytimes.com/2023/12/11/us/politics/rent-burdens-low-income-life.html>; see also Joint Ctr. for Hous. Studies of Harvard Univ., *America’s Rental Housing 35* (2024), [hereinafter *America’s Rental Housing 2024*],

[https://www.jchs.harvard.edu/sites/default/files/reports/files/Harvard\\_JCHS\\_Americas\\_Rental\\_Housing\\_2024.pdf](https://www.jchs.harvard.edu/sites/default/files/reports/files/Harvard_JCHS_Americas_Rental_Housing_2024.pdf) (“In 2022, 83 percent of [households earning less than \$30,000] were cost burdened, with the majority (65 percent) experiencing severe burdens, marking yet another all-time high.”).

<sup>10</sup> DeParle, *supra* note 9.

<sup>11</sup> *America’s Rental Housing 2024*, *supra* note 9, at 2 (“A record-high 22.4 million renter households spent more than 30 percent of their income on rent and utilities. This is an increase of 2 million households over three years . . . . Among cost-burdened households, 12.1 million had housing costs that consumed more than half of their income, an all-time high for severe burdens.”).

duration of their lease (e.g., excessive late fees, processing or administrative fees, notice fees, valet trash fees, pest control fees), and (3) at the end of their lease (e.g., fees for cleaning and related move-out fees).<sup>12</sup>

Although these junk fees harm all renters, a Zillow study found that renters of color face steeper fees than white renters.<sup>13</sup> According to Zillow, renters of color usually submit more applications and pay higher fees for those applications than white renters.<sup>14</sup>

Landlords may not disclose up front the avalanche of unavoidable fees renters must pay. As a result, renters may not know the true amount they owe at the start of their lease term and then on a monthly basis until they begin the lease signing process. The client story described in the testimony of the former Director of Housing Advocacy of Atlanta Legal Aid before the U.S. Senate Banking Subcommittee on Financial Institutions and Consumer Protection poignantly captures the experience of many renters with surprise and exorbitant junk fees:

Ms. Dixon is a single mother who found an apartment in the fall of 2020. At the height of the pandemic, she searched online for a place she could afford. She found a two-bedroom apartment that advertised a rent of just under \$1,400 per month. This rate was at the top end of what she could afford, but she looked at her budget and determined it would be possible. The apartment listing did not list any other fees she would be required to pay. She applied for the apartment and paid \$525 through the landlord's online portal which was supposed to cover her \$50 application fee, a \$175 move-in fee, and a \$300 screening fee. All these fees were nonrefundable. She was not able to see the lease or the apartment she'd be renting, but she knew if she did not pay sight unseen, she would lose the apartment to someone else.

A few weeks later, Ms. Dixon's landlord approved her application. She finally received and reviewed a copy of her lease two days before she was slated to move in. It was 50 pages long and contained 8 different addenda. She expected to pay her rent and pay for water. She didn't expect to be responsible for a package locker fee, a trash removal fee, a separate valet trash fee, a pest control fee, a technology package fee, an insurance fee, and a credit reporting fee, all of which were buried in the lease agreement. She also didn't know she would be charged a one-time \$200 approval fee. To make matters worse, Ms. Dixon's landlord did not accept the rent by cash, check, or money order. She either had to pay through Money Gram, which itself charges a fee, or pay through the landlord's online portal, which charged her an astonishing \$72 per month 'convenience fee.' When Ms. Dixon contacted our office a year later, she was paying \$230 more per month than her expected rent.<sup>15</sup>

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<sup>12</sup> See generally NCLC, *Too Damn High*, *supra* note 3.

<sup>13</sup> Manny Garcia, *Renters of Color Pay Higher Security Deposits, More Application Fees*, Zillow (Apr. 6, 2022), <https://www.zillow.com/research/renters-of-color-higher-fees-30922/>.

<sup>14</sup> *Id.*

<sup>15</sup> *Taking Account of Fees and Tactics Impacting Americans' Wallets Before the S. Comm. on Banking, Hous., & Urban Affs., Subcomm. on Fin. Inst. & Consumer Prot.*, 118th Cong. (2023) (written testimony of Lindsey Siegel, Director of Housing Advocacy, Atlanta Legal Aid Society, on behalf of its low-income clients), [https://www.banking.senate.gov/imo/media/doc/siegel\\_testimony\\_7-26-23.pdf](https://www.banking.senate.gov/imo/media/doc/siegel_testimony_7-26-23.pdf) [hereinafter Siegel Testimony]; see also *Too Damn High*, *supra* note 3, at 6 ("As an advocate from South Carolina explained, landlords will advertise rentals for \$1100, but after pet fees, deposits, utility deposits, third-party company deposits, pest control fees (which people rarely would opt to use and often does not actually exist in practice), the rent will be up to \$1800 per month.").

Housing providers' failure to provide accurate pricing information can threaten renters' ability to effectively budget and to remain housed.<sup>16</sup> Landlords also may fail to accurately and adequately explain the nature and purpose of certain fees.<sup>17</sup> And, throughout the course of their lease, renters may end up being forced to pay fees for services that are not ultimately provided, fees for services that the landlord is legally obligated to provide under state law as part of renting a habitable premises, fees that are significantly greater than the cost to the landlord of a service, and/or fees prohibited by state or local law.<sup>18</sup>

One advocate in Louisiana summarized the conditions leading to abusive junk fees like this:

The proliferation of extremely long boilerplate leases such as the model National Apartment Association lease has provided cover for large, poorly-managed multifamily apartment complexes to justify charging hundreds of dollars in fees to tenants despite failing to deliver on their own basic promises. The extreme power imbalance between low-income renters seeking affordable housing in a constrained market makes it even easier for these abuses to go un-checked.

Junk fees render safe and decent rental housing even more out of reach because renters—who are disproportionately people of color and lower income and continue to face the financial fallout from the pandemic<sup>19</sup>—must pay them on top of rents that are already sky high. Junk fees also jeopardize access to future housing and financial stability.<sup>20</sup>

Renters need a broad and robust FTC rule that covers rental housing. As discussed below, voluntary efforts to increase transparency are laudable, but not enough to rein in junk fee-related abuses in the rental housing market.

## **B. Enforcement actions have revealed the persistence of rental housing junk fees around the country and the need for a broadly applicable FTC rule.**

Enforcement actions across the country have revealed widespread and abusive junk fees-related practices, further illustrating the need for a strong FTC rule that encompasses rental housing. Because these lawsuits require significant resources and often involve state law claims

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<sup>16</sup> See Fact Sheet: Biden-Harris Administration Takes on Junk Fees in Rental Housing to Lower Costs for Renters (July 19, 2023), <https://www.whitehouse.gov/briefing-room/statements-releases/2023/07/19/fact-sheet-biden-harris-administration-takes-on-junk-fees-in-rental-housing-to-lower-costs-for-renters/> [hereinafter White House Fact Sheet on Junk Fees]; see also Siegel Testimony, *supra* note 15, at 3 (“Atlanta Legal Aid’s low-income clients understand the risk of not paying rent, and the vast majority will avoid it at all cost. . . . Families who can’t afford junk fees will cut from other areas of their lives: food, medicine, clothing, transportation to work, doctor’s visits, or internet that their children need to complete school assignments. They will forgo other basic needs to avoid becoming homeless.”).

<sup>17</sup> See e.g., NCLC, Too Damn High, *supra* note 3, at 16 (describing how landlords often charge unspecified or unexplained administrative processing fees).

<sup>18</sup> See e.g., *id.* at 25–26.

<sup>19</sup> America’s Rental Housing 2022, *supra* note 5, at 30–31 (“Households of color were especially likely to fall behind on rent, in part due to widespread income loss.”).

<sup>20</sup> NCLC, Too Damn High, *supra* note 3, at 7–8 (detailing how, if a tenant cannot afford to pay unavoidable junk fees, the fees may become an alleged rental debt that a housing provider seeks to collect through a third-party debt collector who reports the account to the Big Three credit bureaus, which leads to dunning by debt collectors and negative marks on credit reports that create long-term barriers to obtaining new housing).

that do not apply to tenants in all jurisdictions, an FTC rule is needed to protect all American consumers from the practices uncovered through litigation.

When state attorneys general have committed resources to rental housing cases, they have discovered landlords that charge fees with no relationship to their stated purpose and that violate state laws. In a series of enforcement actions, the Pennsylvania Attorney General unearthed landlords charging tenants for damages without proof,<sup>21</sup> inflating the costs of damages through a 50% mark-up from the actual cost,<sup>22</sup> deducting blanket “administrative charges” from the security deposit contrary to the relevant statute,<sup>23</sup> and imposing automatic and retaliatory legal fees of \$5,000 for tenants that attempted to pursue legal remedies even when the tenant prevailed in court.<sup>24</sup>

The complaint in *Commonwealth v. Creshem Valley Realty Co., L.P.*, which was based on “numerous” reports covering fifteen residential properties in the Philadelphia area, illustrates how the imposition of junk fees works in tandem with conditions like insufficient heating,<sup>25</sup> partially collapsed roofs,<sup>26</sup> and dozens of dead rodents to create an abusive and dangerous environment.<sup>27</sup> The tenants’ lease had “numerous addendums attached thereto, [which was] more than 50 pages long—and well over 100 pages including various pamphlets—and [contained] various impermissible and/or unenforceable terms buried throughout, including provisions that attempt to authorize self-help eviction practices.”<sup>28</sup> The tenants in this case faced harrowing conditions that threatened both their physical well-being and their financial stability.

Enforcement actions in other states have addressed similar abuses:

- **Maryland:** In *Office of the Attorney General v. 786 Property Management, Inc.*, the Maryland Attorney General reached an agreement with the landlord stipulating that the landlord inflated late fees and charged other fees that exceeded the actual cost.<sup>29</sup> In addition, the landlord agreed to stop charging unwarranted court appearance fees.<sup>30</sup>
- **Colorado:** The Colorado Attorney General reached a consent judgment in *State v. Populum Real Estate Holdings, LLC* that requires the defendants to clearly and

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<sup>21</sup> Assurance of Voluntary Compliance at 3–8, *Commonwealth v. McKinney Properties, Inc.*, No. 2022-287 (Pa. Com. Pl. Feb. 8, 2022), <https://www.attorneygeneral.gov/wp-content/uploads/2022/02/2022-02-08-MCKINNEY-PROP-AVC.pdf>.

<sup>22</sup> Complaint at 4, *Commonwealth v. A.R. Building Company, Inc.*, No. 23-013110 (Pa. Com. Pl. Nov. 14, 2023), <https://www.dropbox.com/scl/fi/bibbqyvvgom1olydf5has3/2023-11-14-PA-v.-AR-Building-Company.pdf?rlkey=90oltw82igovv07fvmvwej9ir&dl=0>.

<sup>23</sup> *Commonwealth of Pennsylvania v. Associated Property Management, Inc.*, No. 2019-2413, at 4 (Pa. Com. Pl. Aug. 10, 2021); <https://www.attorneygeneral.gov/wp-content/uploads/2021/08/2021-08-17-ARPM-Decision.pdf>; Assurance of Voluntary Compliance at 3–8, *Commonwealth v. McKinney Properties, Inc.* (Pa. Com. Pl. Feb. 8, 2022), <https://www.attorneygeneral.gov/wp-content/uploads/2022/02/2022-02-08-MCKINNEY-PROP-AVC.pdf>.

<sup>24</sup> Complaint at 25–26, *Pennsylvania v. Creshem Valley Realty Co., L.P.*, No. 230701198 (Pa. Com. Pl. July 13, 2023), <https://www.attorneygeneral.gov/wp-content/uploads/2023/07/230713-SBG-CIE-packet.pdf>.

<sup>25</sup> *Id.* at 13.

<sup>26</sup> *Id.* at 16.

<sup>27</sup> *Id.* at 13–14.

<sup>28</sup> *Id.* at 18.

<sup>29</sup> Press Release, Anthony G. Brown, Maryland Attorney General, Attorney General Brown Announces Settlement with Real Property Management Capital (Aug. 31, 2023), <https://www.marylandattorneygeneral.gov/press/2023/083123a.pdf>.

<sup>30</sup> *Id.*

conspicuously disclose all fees prior to application and to refrain from deducting unwarranted charges from tenants' security deposit.<sup>31</sup>

- **Cincinnati, Ohio:** In *City of Cincinnati v. Vinebrook Homes, LLC*, the city filed suit against the largest institutional owner of single-family rental houses in the market, claiming that Vinebrook's practices are "illegal and predatory."<sup>32</sup> These practices included improper trip fees for maintenance requests, small cost repair fees, 200% unilateral tenant holdover fees, and improper minimum attorney fees for leases in default.<sup>33</sup>

These enforcement actions further illustrate what investigative reports,<sup>34</sup> private litigation,<sup>35</sup> and comments to the FTC submitted as part of this rulemaking<sup>36</sup> also show—that tenants face hidden, misleading, and excessive fees in an already challenging rental market. The actions also demonstrate that regulation and enforcement can lead to improved outcomes; however, the FTC must promulgate a broadly applicable rule to fully protect tenants.

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<sup>31</sup> Stipulated Final Consent Judgment, *State v. Populum Real Estate Holdings, LLC*, No. 2024CV30023 (Colo. Dist. Ct. Jan. 8, 2024), <https://coag.gov/app/uploads/2024/01/2024-01-08-16-17-07-Four-Star-Final-Consent-Judgment.pdf>.

<sup>32</sup> Complaint, *City of Cincinnati v. Vinebrook Homes, LLC* (Jan. 18, 2023), <https://www.scribd.com/document/620563275/Cincinnati-vs-VineBrook-Complaint>; Molly Schramm, *Cincinnati sues VineBrook Homes after 'repeated violations,' breach of settlement agreement*, WCPO (Jan. 18, 2023), <https://www.wcpo.com/news/local-news/hamilton-county/cincinnati/cincinnati-sues-vinebrook-homes-after-repeated-violations-breach-of-settlement-agreement>.

<sup>33</sup> Complaint at 25–26, 36–37, *City of Cincinnati v. Vinebrook Homes, LLC* (Jan. 18, 2023), <https://www.scribd.com/document/620563275/Cincinnati-vs-VineBrook-Complaint>.

<sup>34</sup> See, e.g., Elvia Malagón & Stephanie Zimmermann, *For Chicago renters, added fees mean people end up paying more for apartments*, Chicago Sun-Times (Jan. 2024), <https://graphics.suntimes.com/money/2024/chicago-apartment-rent-landlord-tenant-application-junk-fee/>; Willoughby Mariano, *Landlords nickel and dime metro Atlanta renters with extra fees*, Atlanta Journal-Constitution (June 16, 2023), <https://www.ajc.com/news/investigations/landlords-nickel-and-dime-metro-atlanta-renters-with-extra-fees/6RBFENKIHFA57CSNFCITWKFT4A/>.

<sup>35</sup> See Press Release, Towards Justice, *Tenant Files Class Action Suit Against Colorado Mega Landlord for Junk Fees* (Jan. 11, 2024), <https://towardsjustice.org/2024/01/11/press-release-tenant-files-class-action-suit-against-colorado-mega-landlord-for-junk-fees/>; Class Action Complaint, *Senter v. Metropolitan Management Group, LLC*, C-03-CV-22-002461 (Md. Cir. Ct. June 23, 2022); Siegel Testimony, *supra* note 15 (discussing junk fees seen in legal aid practice).

<sup>36</sup> We have included excerpts of comments provided in response to this rulemaking in Appendix C. Additional comments submitted in response to this rulemaking that discuss rental housing junk fees include: Colo. Poverty L. Project, *Comments on Unfair or Deceptive Fees NPRM*, R207011, FTC-2023-0064-2920 (Jan. 12, 2024), <https://www.regulations.gov/comment/FTC-2023-0064-2920> (discusses improper attorney fees); Legal Aid Found. of L.A., *Comments on Proposed Trade Regulation Rule on Unfair or Deceptive Fees*, R207011, FTC-2023-0064-2862 (Jan. 8, 2024), <https://www.regulations.gov/comment/FTC-2023-0064-2862> (misleading repair and parking fees); AARP, *Comments on Unfair or Deceptive Fees NPRM*, R207011, FTC-2023-0064-2885 (Jan. 8, 2024), <https://www.regulations.gov/comment/FTC-2023-0064-2885> (lists fees and references NCLC's report, *Too Damn High: How Junk Fees Add to Skyrocketing Rents*); Cmty. Legal Servs. of Phila., *Comments on Unfair or Deceptive Fees NPRM*, R207011, FTC-2023-0064-2892 (Jan. 8, 2024), <https://www.regulations.gov/comment/FTC-2023-0064-2892> (discusses application fees and fees to make payments); Hous. Pol'y Clinic, Univ. of Tex. Sch. of L., *Comments on Unfair or Deceptive Fees NPRM*, R207011, FTC-2023-0064-2888 (Jan. 8, 2024), <https://www.regulations.gov/comment/FTC-2023-0064-2888> (discusses various rental housing junk fees, explains how industry actively promotes these fees as easy opportunities to increase costs for renters to put more money in landlords' pockets, and analyzes examples of lease quotes provided for specific apartments).

## II. Answers to General Questions: We Support the FTC’s Overall Approach to Regulating Junk Fees

The FTC is considering a rule that would prohibit most businesses in the U.S. economy, including rental housing providers, from misrepresenting the total costs of goods and services by omitting mandatory fees from advertised prices and misrepresenting the nature and purpose of fees. We respond to the following general questions about the proposed rule:

### A. Q1: Should the Commission finalize the proposed rule as a final rule? Why or why not? How, if at all, should the Commission change the proposed rule in promulgating a final rule?

We urge the FTC to promulgate a final rule that applies to rental housing junk fees and prohibits both hidden and misleading fees, as set out in Sections 464.2 and 464.3 of the proposed rule. The final rule also should prohibit excessive fees.

Players in the rental housing industry have recognized the benefits to both renters and landlords of disclosing fees to rental housing applicants. As the CEO of Rent.com, a rental housing listings platform, summarized:

Transparency around lease terms and fees are ultimately beneficial to both renters and landlords. . . . Renters gain a clearer understanding of the total costs associated with a potential rental, allowing them to better assess their ability to afford a given apartment and to make better household budgets. Landlords receive a higher proportion of qualified applicants who are in a financial position to fulfill the lease terms.<sup>37</sup>

The White House also has emphasized that transparency is necessary to protect renters. In July of 2023, the White House announced it had secured commitments from three major rental housing listing platforms—Zillow, Apartments.com, and AffordableHousing.com—to provide consumers with total, upfront cost information on rental properties.<sup>38</sup> These commitments are an important step toward protecting renters from hidden fees.

However, voluntary efforts are not enough to address the harms of rental housing junk fees and to bring about the benefits of transparency. The commitments the White House obtained do not impose any enforceable, uniform requirements on housing providers. Moreover, not all of the platforms mentioned in the White House’s announcement appear to require housing providers to add fee information when listing a property; instead, landlords that do not provide fee information can still list their properties on the site.<sup>39</sup> An FTC rule prohibiting hidden fees therefore is necessary to ensure legally binding protections that apply to rental housing.

Although disclosure is essential, a rule mandating disclosure alone would not curb many of the widespread unfair and abusive junk fees practices occurring in the rental housing market, such as collecting fees for services not provided (e.g., valet trash fees, pest control fees<sup>40</sup>), fees with

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<sup>37</sup> Aly J. Yale, *The Apartment Transparency Push: What Rental Platforms Are Doing and What It Means for Renters*, U.S. News (Sept. 6, 2023), <https://realestate.usnews.com/real-estate/articles/the-apartment-transparency-push-what-rental-platforms-are-doing-and-what-it-means-for-renters> (quoting Jon Ziglar, CEO of Rent.com).

<sup>38</sup> White House Fact Sheet on Junk Fees, *supra* note 16.

<sup>39</sup> Yale, *supra* note 37.

<sup>40</sup> NCLC, *Too Damn High*, *supra* note 3, at 25–26.

vague names and unclear purposes (e.g., processing or administrative fees<sup>41</sup>), and fees that far exceed the actual cost of providing a particular service (e.g., notice fees<sup>42</sup>). Disclosure alone also is insufficient given the sizable power imbalance between tenants and landlords.<sup>43</sup> Renters today face an affordable housing shortage and sky-high rents.<sup>44</sup> To nail down an apartment, they typically also must survive a screening process based on specialized tenant screening reports and scores that are rife with inaccuracies, rely on information plagued with racial disparities, and may not be predictive of a person's ability to succeed as a renter.<sup>45</sup> As a result, many renters struggle to find a place to live and cannot simply negotiate around unavoidable and predatory junk fees. As the Atlanta Journal-Constitution explained:

Renters have little if any leverage to negotiate unfair terms, especially if they're on a tight budget. Application, reservation and credit check fees totaling \$175 or more are commonplace. If potential tenants don't sign, they lose their money and must pay more fees to apply at a different apartment complex.<sup>46</sup>

To address this array of harms to renters, the FTC should finalize a rule that not only prohibits hidden and misleading fees but also excessive fees, as discussed in more detail below in response to the FTC's specific questions.

Additionally, the FTC should finalize Section 465.4 of the proposed rule, which, in providing that state laws affording consumers greater protections than the FTC rule are consistent with the FTC rule, appropriately recognizes the role that states should play in reining in junk fees. States may be better able to quickly tailor laws or regulations to address the specific types of junk fees that emerge in their jurisdiction. States also could give consumers a private right of action to enforce those laws or regulations.

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<sup>41</sup> *Id.* at 16–18.

<sup>42</sup> *Id.* at 20–21.

<sup>43</sup> See Heather Vogell, *When Private Equity Becomes Your Landlord*, ProPublica (Feb. 7, 2022), <https://www.propublica.org/article/when-private-equity-becomes-your-landlord> (“During the past decade, private equity-backed firms . . . have stormed into the multifamily apartment market, snapping up rentals by the thousands and becoming major landlords in American cities . . .”).

<sup>44</sup> See Aurand et al., *supra* note 8, at 3 (“The past three years—characterized by a global pandemic, widespread job losses, record-breaking inflation, unusually low vacancy rates, and skyrocketing rental prices—have underlined and exacerbated the financial precarity experienced by the nation’s lowest-income renters.”).

<sup>45</sup> See *generally* Chi Chi Wu, Ariel Nelson, April Kuehnhoff, & Caroline Cohn, Nat’l Consumer Law Ctr., *Digital Denials: How Abuse Bias, and Lack of Transparency in Tenant Screening Harm Renters* (2023), [https://www.nclc.org/wp-content/uploads/2023/09/202309\\_Report\\_Digital-Denials.pdf](https://www.nclc.org/wp-content/uploads/2023/09/202309_Report_Digital-Denials.pdf).

<sup>46</sup> Willoughby Mariano, *‘Not outright illegal,’* Atlanta Journal-Constitution (June 16, 2022), <https://www.ajc.com/news/investigations/dwellings/georgia-renter-protections-lease/>.

**B. Q3: Would the proposed rule, if promulgated, benefit consumers and competition? Provide all available data and evidence that supports your answer, such as empirical data, statistics, consumer-perception studies, and consumer complaints.**

With respect to the rental housing market, the proposed rule would benefit consumers and competition. By requiring disclosure of the actual cost of an apartment, the rule would help renters to comparison shop and enable them to find housing that fits their budget.<sup>47</sup>

Because the overwhelming majority of eviction cases are filed due to non-payment of rent,<sup>48</sup> ensuring that consumers can accurately determine the true cost of rental housing is a critical element to preventing future eviction actions. Preventing eviction filings benefits tenants by preventing families from becoming homeless,<sup>49</sup> and also benefits landlords by avoiding the expense associated with evictions.<sup>50</sup> Even if no eviction case is filed, alleged rental debt due to unavoidable junk fees can haunt tenants through debt collection and credit reporting, which in turn create barriers to future housing.<sup>51</sup>

Disclosure also may encourage competition among housing providers.<sup>52</sup> The prohibition on misleading fees, for example, could benefit consumers by compelling housing providers to jettison certain fees that are seemingly inexplicable, like “January fees.” It will also benefit honest landlords who advertise the total price of rent up front, which may make their rents seem more expensive than a landlord that advertises a lower rent but charges hidden fees.

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<sup>47</sup> See White House Fact Sheet on Junk Fees, *supra* note 16 (“A prospective renter may choose one apartment over another thinking it is less expensive, only to learn that after fees and other add-ons the actual cost for their chosen apartment is much higher than they expected or can afford.”).

<sup>48</sup> See, e.g., Tim Robustelli et al., New America, *Displaced in America: Mapping Housing Loss Across the United States* (2020), <https://www.newamerica.org/future-land-housing/reports/displaced-america/> (“non-payment of bills is the most common cause of housing loss”); Robert Goodspeed et al., Poverty Solutions University of Michigan, *Michigan’s Eviction Crisis, UM Poverty Solutions* 5 (2020), <https://poverty.umich.edu/files/2020/05/Michigan-Eviction-Project-policy-brief.pdf> (“In the Washtenaw County sample, 92% of cases were filed for non-payment of rent . . . In Lenawee County, 76% of cases were for nonpayment of rent.”); Eviction Lab, *Why Eviction Matters - Why do people get evicted?*, <https://evictionlab.org/why-eviction-matters/#why-do-people-get-evicted> (“Most evictions happen because renters cannot or do not pay their rent.”); City of Boston, *An Action Plan to Reduce Evictions in Boston* (2019),

[https://www.boston.gov/sites/default/files/file/2020/01/An\\_Action\\_Plan\\_to\\_Reduce\\_Evictions\\_in\\_Boston\\_\(report\)%20200109\\_1.pdf](https://www.boston.gov/sites/default/files/file/2020/01/An_Action_Plan_to_Reduce_Evictions_in_Boston_(report)%20200109_1.pdf) (“During the three years examined [2015-2017], nonpayment was cited in 70 percent to 78 percent of cases.”); Lawyers’ Committee for Better Housing, *Opening the Door on Chicago Evictions 2* (2019) (82% of evictions filed in Chicago from 2010–2017 alleged non-payment of rent), <https://eviction.lcbh.org/sites/default/files/reports/chicago-evictions-2-forced-out-for-less.pdf>.

<sup>49</sup> See, e.g., Nat’l Low Income Hous. Coal., *Eviction Filings Associated with Increases in Homelessness* (Apr. 10, 2023), <https://nlihc.org/resource/eviction-filings-associated-increases-homelessness> (“The results [of a recent study] indicate that eviction filings, which are the first recorded step in the legal eviction process, are associated with increases in sheltered homelessness in the following year.”); Nat’l Law Ctr. on Homelessness & Poverty, *Protect Tenants, Prevent Homelessness* 7 (2018), <https://homelesslaw.org/wp-content/uploads/2018/10/ProtectTenants2018.pdf> (summarizing research about the connection between evictions and homelessness).

<sup>50</sup> TransUnion, *The True Cost of an Eviction* (Feb. 10, 2017), <https://www.mysmartmove.com/blog/true-cost-eviction-infographic> (“[T]he true cost of an eviction can range from \$3,500 up to \$10,000.”).

<sup>51</sup> See, NCLC, *Too Damn High*, *supra* note 3, at 7–8 (discussing how junk fees jeopardize access to future housing and financial stability).

<sup>52</sup> See White House Fact Sheet on Junk Fees, *supra* note 16.

We urge the FTC to vigilantly enforce any finalized rule and coordinate with other federal and state agencies to ensure that the industry actors do not thwart the rule's pro-competition and consumer-protection purposes.

We also note that it will remain important for the FTC and other federal and state agencies to collaborate to enforce antitrust laws after the implementation of the final rule. In response to requirements to disclose junk fees, landlords are likely to increase the total price of the rent to avoid losing revenue that previously came from undisclosed or misleading junk fees. To avoid losing market share, landlords may try to collude to fix prices. Such an unlawful scheme may be occurring now.<sup>53</sup> Any such price-fixing scheme could undermine the FTC rule's ability to foster a competitive rental housing market.

### **III. Answers to Questions about Definitions: All Provisions of the Rule Should Apply to the Rental Housing Industry**

We respond to the following questions about definitions in the proposed rule:

#### **A. Q12: Should the proposed definition for “Business” exclude certain businesses, and if so, why?**

The definition for “Business” should not exclude certain businesses. We urge the FTC to adopt a broad and inclusive definition, ensuring that the final rule covers rental housing providers. As discussed in detail in our comments in response to the ANPR, the rental housing market is rife with hidden, unavoidable, vague, and excessive junk fees that make housing even more unaffordable and jeopardize access to future housing and financial stability.<sup>54</sup> Voluntary efforts alone will not rein in the rampant abuses in this market (see Section II.A. above), so the FTC should not create an exception for this industry in the final rule.

Moreover, with this rule, the FTC would simply be clarifying the FTC Act, which is broadly applicable. The rule would essentially establish a basic floor for most businesses to prevent deception and unfairness: Businesses must communicate the true price of the good or service provided and may not mislead consumers.

#### **B. Q10: Are the proposed definitions clear? Should any changes be made to any definitions? Are additional definitions needed?**

The FTC should clarify that “Ancillary Good or Service” includes fees charged by a third-party company and not by the Business directly, but that are part of the same transaction. It would

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<sup>53</sup> A number of private lawsuits (consolidated into multidistrict litigation) are accusing RealPage, a real estate technology company and provider of pricing software, of conspiring with property managers and owners to overcharge rent in violation of antitrust laws. See Mike Scarcella, *Renters suing RealPage get US backing in pricing lawsuits*, Reuters (Nov. 16, 2023), <https://www.reuters.com/legal/government/renters-suing-realpage-get-us-backing-pricing-lawsuits-2023-11-16/>. The Department of Justice has filed a statement of interest in the litigation and also has opened an investigation into RealPage. See Heather Vogell, *Department of Justice Opens Investigation Into Real Estate Tech Company Accused of Collusion with Landlords*, ProPublica (Nov. 23, 2023), <https://www.propublica.org/article/yieldstar-realpage-rent-doj-investigation-antitrust>.

<sup>54</sup> NCLC, *Too Damn High*, *supra* note 3, at 6–8; see also Members of Congress Maxwell Alejandro Frost, Jimmy Gomez et al., Letter Re: R207011 Proposed Rule, Trade Regulation Rule on Unfair or Deceptive Fees, 88 FR 77420 (November 9, 2023), <https://frost.house.gov/sites/evo-subsites/frost.house.gov/files/evo-media-document/comment-letter-on-ftc-junk-fees-rule-rep.-frost.pdf>.

follow that because Total Price “means the maximum total of all fees or charges a consumer must pay for a good or service and any mandatory Ancillary Good or Service,” a Business would be required to include any mandatory fees charged by a third-party company that are part of the same transaction in the Total Price. In the rental housing context, this requirement would mean that, for example, landlords would be required to include mandatory fees from third-party companies that bill tenants for utilities-related fees<sup>55</sup> or collect rent on landlords’ behalf<sup>56</sup> in the Total Price.

We also urge the FTC to define “mandatory” as discussed below in response to Question 19 (Section III.E.).

**C. Q11: Should the scope of any of the proposed definitions be expanded or narrowed, and if so, how and why?**

As discussed above in response to FTC Question 12 (Section III.A), the FTC should not narrow any definitions such that the rule excludes the rental housing industry or rental housing junk fees from coverage.

**D. Q14: Should a new definition of “Covered Business” be added to narrow the Businesses covered by specific requirements of the rule, in particular the preventative requirements in § 464.2(b)? If so, how should “Covered Businesses” be defined?**

**(a) Should the definition of “Covered Business” be limited to businesses in the live-event ticketing and/or short-term lodging industries?**

...

**(c) Should a definition of “Covered Business” exclude businesses to the extent that they offer or advertise credit, lease, or savings products, or to the extent that they extend credit or leases or provide savings products to consumers? In the alternative, should the definition exclude certain of these businesses or products from only certain provisions? If so, specifically, which businesses and products, which provisions of the proposed rule, and why and how, or why not?**

No, the FTC should not add a new definition of “Covered Business” to narrow the “Businesses” covered by the rule’s specific requirements. To the extent that the FTC does add a definition that excludes certain businesses from coverage under the rule, it should not limit coverage to the live-event ticketing and short-term lodging industries. Nor should any definition of Covered Business exclude businesses that offer credit, lease, or savings products from any provisions of

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<sup>55</sup> See, e.g., NCLC, *Too Damn High*, *supra* note 3, at 15 (South Carolina advocate reported that many landlords contract with a third party (e.g., Conservice) to meter the tenants’ utilities and bill them. These third parties charge a setup fee and a monthly service fee of around \$5; tenants cannot avoid these fees because a mandatory utility addendum requires them to use the service and allows the service fee to go up).

<sup>56</sup> See, e.g., *id.* at 17–18 (discussing advocates’ reports that tenants must now pay rent through third-party companies that charge “convenience” fees).

the rule.<sup>57</sup> For the reasons discussed above, the rental housing industry—including housing providers of all sizes and private companies that bill tenants for utilities or who collect rent on landlords' behalf—should be subject to all requirements of the rule.

**E. Q19: Does the proposed definition of Total Price provide sufficient clarity for industries that “all fees or charges a consumer must pay for a good or service and any mandatory Ancillary Good or Service” includes (1) all fees or charges that are not reasonably avoidable and (2) all fees or charges for goods or services that a reasonable consumer would expect to be included with the purchase?**

We urge the FTC to include a provision defining a fee or charge as “mandatory” if it is not reasonably avoidable or if a reasonable consumer would expect the good or service to be included with the purchase or part of the transaction. We are concerned that landlords will characterize certain fees that are not reasonably avoidable as “optional,” such as fees that landlords automatically impose and that tenants must actively opt out of.

Additionally, how the definition of Total Price would apply to certain rental housing junk fees is not clear. For example, fees that may vary based on usage, such as certain utilities-related fees, are mandatory, though the exact amount that a tenant would be required to pay is not necessarily knowable up front. Additionally, certain fees become mandatory for only some people, such as pet deposits, pet rent, late fees, or some notice fees.

The FTC should clarify that, to the extent that certain fees are de facto “excluded from the Total Price” even though they are fees that consumers “must pay” and would otherwise be required to be disclosed as part of the Total Price, they must be disclosed under Section 464.3(b). In other words, Businesses must disclose all fees, either under Section 464.2(a) as part of the Total Price or under Section 464.3(b) because they are “any amount a consumer may pay that is excluded from the Total Price.”

Finally, to provide clarity around what kinds of industry-specific fees must be disclosed as part of the Total Price, we urge the Commission to commit to issuing Advisory Opinions or Informal Staff Opinions, as described in Section VI below.

**IV. Answers to Questions about the Prohibition on Hidden Fees: The Rule Should Require Itemization and Prohibit Fees that Provide Little or No Value to the Consumer and Excessive Fees**

We respond to the following questions about the prohibition on hidden fees:

**A. Q20: Section 464.2(a) of the proposed rule states, “[i]t is an unfair and deceptive practice and a violation of this part for any Business to offer, display, or advertise an amount a consumer may pay without Clearly and Conspicuously disclosing the Total Price.” Is this prohibition clear and understandable? Is this prohibition ambiguous in any way? How, if at all, should this prohibition be improved?**

We urge the FTC to address any ambiguity in this prohibition by requiring itemization of mandatory fees, including the separate listing of one-time fees and ongoing monthly fees, as

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<sup>57</sup> For further discussion of why the Commission should not narrow the definition to exclude Businesses offering these products, see Consumer Fed. of America et al., Comments on Notice of Proposed Rulemaking, Unfair or Deceptive Fees Trade Regulation Rulemaking at 23 (Feb. 7, 2024).

discussed below in our response to FTC Question 22 (Section IV.B). To the extent any other ambiguity exists, we urge the Commission to issue the final rule as quickly as possible, but then to commit to issuing Advisory Opinions or Informal Staff Opinions, as described in Section VI below.

**B. Q22: Should the proposed rule address the itemization of fees and charges that make up the “Total Price?” If so, how should the proposed rule address itemization and why?**

The proposed rule should require itemization of all rental housing fees and charges that make up the “Total Price.” Itemization is not contrary to “all in” pricing,” and is necessary in the rental housing context because it would enable renters to assess whether their rights are being violated. For example, a renter would be able to determine whether a landlord charged them for services that the landlord is legally obligated to provide as part of renting a habitable premises, such as pest control fees, if the landlord is affirmatively required to itemize the fees and charges. A renter also would be able to ascertain when a landlord imposed a fee that certain jurisdictions prohibit, such as a pet fee for service and emotional support animals.<sup>58</sup> In some jurisdictions with rent stabilization, such as California, landlords have been unbundling expenses typically covered by rent and charging them as separate fees to circumvent state restrictions on rent increases.<sup>59</sup> Additionally, for most U.S. Department of Housing and Urban Development’s (HUD) Housing Choice Voucher program, “rent” is statutorily capped at 30% of a voucher holder’s income and is intended to cover the unit itself, as well as reasonable utilities and all essential housing services.<sup>60</sup> Fees for necessary services or mandatory charges for nonessential services or facilities are illegal if, when added to the rent, the amount exceeds the 30% rent maximum.<sup>61</sup> Thus, because rent is limited by statute and tenants may need to evaluate the legality of extra charges, tenants need to know what is included in their rent.<sup>62</sup>

The Commission should add a subsection (1) after Section 464.2(a) that requires Businesses to:

- Itemize all mandatory fees.
- If applicable, state which fees are one-time fees and which are ongoing monthly fees.
  - Any one-time fees must be listed together and appear under the header: “One-time fees.”
  - Any monthly fees must be listed together and appear under the header: “Monthly fees.”

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<sup>58</sup> See, e.g., N.Y.C. Comm’n on Human Rights, Frequently Asked Questions: Emotional Support Animals in Housing, [https://www.nyc.gov/assets/cchr/downloads/pdf/materials/EmotionalSupportAnimals\\_Housing\\_FactSheet.pdf](https://www.nyc.gov/assets/cchr/downloads/pdf/materials/EmotionalSupportAnimals_Housing_FactSheet.pdf) (last visited Jan. 18, 2024).

<sup>59</sup> Correspondence with Marie Claire Tran-Leung, Evictions Initiative Project Director & Senior Staff Attorney, National Housing Law Project (Dec. 18, 2023) (on file with the authors).

<sup>60</sup> Nat’l Hous. Law Proj., *HUD Housing Programs: Tenants’ Rights (The Green Book)* § 4.2.1 (5th Ed.).

<sup>61</sup> *Id.* § 6.3.3.2.

<sup>62</sup> *Id.* §§ 6.3.3.1, 6.3.3.2; see also *id.* § 6.3.5 (“Some Section 8 voucher landlords have illegally demanded and received ‘under-the-table’ payments from participants. . . . [L]andlords demand extra payments for ‘amenities,’ such as use of a garage or laundry facilities, when these items are already covered under the Section 8 lease and the Housing Assistance Payment (HAP) contract. Unless the PHA has specifically approved such charges in addition to the ‘reasonable’ rent, demanding these payments is illegal because they raise the tenant’s contribution beyond the amount authorized under the statutory scheme, and may also be tortious, fraudulent, or an unfair business practice.”).

Itemization would not be not overly burdensome for housing providers, especially given the significant benefit to consumers. Some rental housing listing platforms already display itemized costs (as shown in Appendix B). AffordableHousing.com explains: “To ensure transparency in rental costs, AffordableHousing.com requires property owners to itemize all fees associated with this rental property. This includes move-in costs, recurring lease charges, and refundable fees.”<sup>63</sup> Additionally, at least for some rental properties, Zillow separately lists “monthly costs” and “one-time costs.” These lists also include costs that only become mandatory in certain circumstances. For example, the Zillow listing for the unit in Atlanta, Georgia, captured in Appendix B, lists pet rent as a monthly cost. Apartments.com and AffordableHousing.com similarly list information about pet rent and pet deposits.

That listing platforms already collect and display fee information means that some landlords are already taking steps toward complying with a potential FTC itemization requirement. Moreover, it is possible that listing platforms will adjust how they display fee information in response to the FTC’s rule to help enable landlord compliance.

In addition to adding a subsection after Section 464.2(a), we urge the Commission to commit to issuing Advisory Opinions or Informal Staff Opinions that include examples of how Businesses can comply with any itemization requirement.

**C. Q23: By requiring mandatory fees to be included in the Total Price, does the requirement in 464.2(a) effectively eliminate fees that provide little or no value to the consumer in exchange for the charge? Why or why not? Are there any such fees that would not be eliminated by the proposed rule?**

The requirement in Section 464.2(a) may not effectively eliminate fees charged by landlords that provide little or no value to the consumer in exchange for the charge. Under that provision, as long as the landlord includes those junk fees in the Total Price, they can still charge them. On the other hand, the prohibition on misleading fees in Section 464.3(a) could result in landlords eliminating mandatory fees that provide little or no value to the consumer. For example, to the extent that landlords have been misrepresenting the nature and purpose of certain fees and cannot accurately explain them (e.g., “January fees”), the rule compel landlords to eliminate them.

Requiring landlords to itemize all the fees and charges that make up the Total Price, as discussed in response to FTC Question 22 (above in Section IV.B), could similarly prompt landlords to stop charging fees that provide little or no value. Landlords may decide it is not worth the extra effort to itemize valet trash fees or processing fees, for instance, once they have to disclose them in the Total Price. Landlords instead may decide to publish a single Total Price instead. That may not result in landlords immediately offering a lower Total Price (landlords may simply incorporate the fees into the price of the rent itself). However, as discussed above in response to FTC Question 3 (Section II.B), by requiring landlords to clearly state the Total Price, this rule could ultimately lead to more competition in the rental housing market, which could eventually result in lower prices.

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<sup>63</sup> 2 Bedroom Single Family House 1319 Campbellton Rd SW in Atlanta, GA, AffordableHousing.com, <https://www.affordablehousing.com/atlanta-ga/1319-campbellton-rd-sw-633093/> (last visited Dec. 13, 2023) (this information appears when mouse hovers over “i” icon next to the word “Fees”).

**D. Q24: Should the proposed rule explicitly prohibit fees that provide little or no value to the consumer in exchange for the charge? Why or why not? Should such a rule apply to optional fees? Why or why not? What should the Commission consider in determining if a fee provides little or no value to the consumer?**

The rule should prohibit all fees—both mandatory and optional fees—that provide little or no value to the consumer in exchange for the charge. The prohibition on misleading fees in Section 464.3 may already prohibit some such fees. For example, by charging a tenant for services that the landlord is legally obligated to provide as part of renting a habitable premises—such as pest control fees—a landlord would misrepresent the nature and purpose of a fee. Charging a tenant for services that the landlord fails to provide would similarly violate the prohibition on misleading fees. The Commission should clarify and make explicit that these practices violate the rule, both through the text of the rule itself and by committing to issue Advisory Opinions or Staff Interpretations upon request to interpret the final rule.

**E. Q25: Should the proposed rule prohibit fees that are excessive? Why or why not? How would such a rule define excessive fees?**

The rule should prohibit excessive fees and fees that significantly exceed the cost of providing a good or service. As detailed in our comments in response to the ANPR, many housing providers charge fees that appear to significantly exceed the cost to the housing provider of a service and could be considered excessive in amount. For example, respondents to the survey of legal services and nonprofit attorneys between November and December of 2022 reported that landlords charged notice fees simply for printing and posting a variety of notices.<sup>64</sup> A Utah advocate stated that landlords charge these notice fees—which are typically \$50—for printing out a piece of paper and taping it to a tenant’s door. Some advocates specifically observed that landlords charge fees for legally required notices. A Virginia advocate reported that some landlords charge an extra “administrative fee” when providing the pre-lawsuit notice required by Virginia law.

The prohibition on misleading fees in Section 464.3 already prohibits certain excessive fees to the extent that the Business has misrepresented the nature and purpose of those fees. As discussed below in Section VI, the Commission should clarify that this is the case by committing to issuing Advisory Opinions or Informal Staff Opinions.

**V. Answers to Questions about the Prohibition on Misleading Fees: The Rule Should Prohibit Businesses from Misrepresenting the Nature and Purpose of All Fees, Including Vague Descriptions of Charges**

We respond to the following questions about the prohibition on misleading fees:

**A. Q26: Section 464.3(a) of the proposed rule states, “[i]t is an unfair and deceptive practice and a violation of this part for any Business to misrepresent the nature and purpose of any amount a consumer may pay, including the refundability of such fees and the identity of any good or service for which fees are charged.” Is this prohibition clear and understandable? Is this prohibition ambiguous in any way? How, if at all, should this prohibition be improved?**

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<sup>64</sup> NCLC, *Too Damn High*, *supra* note 3, at 20–21.

The FTC should clarify that vague descriptions of fees that are not understandable to a reasonable consumer misrepresent the nature and purpose of such fees, including because they misrepresent the identity of any good or service for which fees are charged. For example, in the rental housing context, an unspecified “administrative” or “processing” fee would violate this prohibition. As would an “insurance fee” where the landlord misrepresents the nature of the coverage, such as by suggesting that the fee covers the tenant when it actually only covers the landlord.

The FTC also should clarify that a landlord misrepresents the nature and purpose of a fee in violation of Section 464.3(a) if the landlord informs a prospective tenant that they must pay a certain amount for tenant screening, but then the true cost of the screening is less than the amount stated and charged.<sup>65</sup> Additionally, a landlord violates the provision if they, or a third-party company, represent that charges are based on individual use and then charge fees for water that greatly exceed the tenant’s actual use because they are based on a percentage of all water usage in the entire building.<sup>66</sup>

The FTC should provide guidance and examples explaining the circumstances under which the rule prohibits vague fees through issuing Advisory Opinions or Informal Staff Opinions.

1. *Q26(a): Does § 464.3(a)'s provision prohibiting misrepresentations regarding “the nature and purpose of any amount a consumer may pay” provide sufficient clarity that it includes any amount included in the Total Price if that amount is also itemized separately from the Total Price?*

Yes, the provision prohibiting misrepresentations regarding “the nature and purpose of any amount a consumer may pay” clearly includes any amount included in the Total Price if that amount is itemized separately. To the extent the provision is not clear, we urge the Commission to commit to issuing Advisory Opinions or Informal Staff Opinions as described in Section VI below.

2. *Q26(b): Does § 464.3(a)'s provision prohibiting misrepresentations regarding “the nature and purpose of any amount a consumer may pay” provide sufficient clarity that it includes any amount excluded from the Total Price such as Shipping Charges, Government Charges, optional charges, voluntary gratuities, and invitations to tip?*

No, this provision is not clear. The FTC should explicitly state that Section 464.3(a) prohibits misrepresentations regarding any amount included in the Total Price as well as any other fee or

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<sup>65</sup> The FTC also should separately prohibit fees like these on the grounds that they are excessive, as discussed above in response to Question 25 (Section IV.E).

<sup>66</sup> See MacKenzie Elmer, *Ratio Billing in Apartments Leaves Renters in the Dark about Utility Costs*, Voice of San Diego (Apr. 26, 2023), <https://voiceofsandiego.org/2023/04/26/ratio-billing-in-apartments-leaves-renters-in-the-dark-about-utility-costs/>; see also NCLC, *Too Damn High*, *supra* note 3, at 14–15 (California advocate commented that corporate landlords in particular charge “ratio utility billing system” contract fees, which are onerous and impossible for the tenant to investigate or challenge; Maryland advocate reported that there has been a shift from all or some utilities being included in the rent to ratio billing systems, often with a third-party billing company involved, where bills can fluctuate wildly and be redundant; South Carolina advocate stated that landlords and third-party companies bill for a split of the utilities among the whole complex, which results in splits that seem unreasonable and bills that are higher than what a tenant’s independent usage would be).

charge the consumer may pay, such as Shipping Charges, Government Charges, fines, penalties, optional charges, voluntary gratuities, and invitations to tip.

We recommend that the Commission modify Section 464.3(a) so that it reads:

It is an unfair and deceptive practice and a violation of this part for any Business to misrepresent the nature and purpose of any amount **included in the Total Price and any other fee, charge, or other amount the consumer may pay, including but not limited to Shipping Charges, Government Charges, fines, penalties, optional charges, voluntary gratuities, and invitations to tip. Violations of this part include misrepresenting the refundability of fees and the identity of any good or service for which fees are charged.**

In addition to implementing these changes, we urge the Commission to commit to issuing Advisory Opinions or Informal Staff Opinions as described in Section VI below.

**B. Q27: Section 464.3(b) of the proposed rule states, “[a] Business must disclose Clearly and Conspicuously before the consumer consents to pay the nature and purpose of any amount a consumer may pay that is excluded from the Total Price, including the refundability of such fees and the identity of any good or service for which fees are charged.” Is this prohibition clear and understandable? Is this prohibition ambiguous in any way? How, if at all, should this prohibition be improved?**

The FTC should ensure that Section 464.3(b) requires an itemized disclosure of any amounts that a consumer may pay, such as optional fees, that may be excluded from the Total Price. We discuss the specifics of this itemized disclosure below in response to FTC Question 27(b) (Section IV.B.2).

Additionally, the FTC should clarify that any fees that may not be encompassed by the Total Price and therefore are not disclosed under Section 464.2(a) must be disclosed under Section 464.3(b). In other words, as discussed in response to FTC Question 22 (Section IV.B), Businesses must disclose and itemize all fees, either under Section 464.2(a) as part of the Total Price or under Section 464.3(b) because they are “any amount a consumer may pay that is excluded from the Total Price.”

Finally, consistent with the response to FTC Question 26 (Section IV.A), the FTC should clarify that vague descriptions of fees that are not understandable to a reasonable consumer misrepresent the nature and purpose of such fees, including because they misrepresent the identity of any good or service for which fees are charged. Thus, a disclosure that includes such vague descriptions of fees would be inadequate and violate Section 464.3(b).

1. *Q27(a): Section 464.3(b) of the proposed rule requires certain disclosures “before the consumer consents to pay.” Should the proposed rule instead require Businesses to disclose Clearly and Conspicuously the nature and purpose of any amount a consumer may pay that is excluded from the Total Price “before the consumer consents to pay and before obtaining a consumer’s billing information”?*

The FTC should ensure that consumers receive as much notice as possible of the existence of certain mandatory fees, even if the amount they will owe is not knowable until usage occurs or if they will only owe the fees under certain circumstances, meaning that such fees may be de

facto excluded from the Total Price. For example, landlords often charge fees for late payment. Although the landlord cannot quantify this fee at the outset of the lease because it is unknown whether and how many times it will be incurred, and thus cannot be included in the Total Price (see discussion in Appendix A), the landlord should still be able to disclose the fee's existence in advertisements and certainly must disclose its existence before the consumer consents to pay any amount.

To address circumstances like these, the FTC should clarify that “before the consumer consents to pay” means before the consumer agrees to “make any payment” that is part of the transaction (this clarification to the provision's text is reflected below in response to FTC Question 27(b) (Section IV.B.2)). A Business would comply with this requirement by including the information in any offer, display, or advertisement or by disclosing the information before the consumer makes any payment. In the rental housing context “any payment” would include application fees.

Complying with such a requirement should not be too onerous, especially given the benefit to consumers. Some rental housing listing platforms already include fee information, as shown in Appendix B. To enable landlords to fully comply with all disclosures required under the rule, these listing platforms could expand the range of fees listed to include mandatory fees that tenants might incur, like late fees. As long as the Total Price was displayed more prominently than other Pricing Information, as Section 464.2(b) demands, such an itemization practice would comply with the rule.

2. *Q27(b): Section 464.3(b) of the proposed rule requires disclosures regarding “the nature and purpose of any amount a consumer may pay that is excluded from the Total Price.” Does this provision provide sufficient clarity that it includes Shipping Charges, Government Charges, optional charges, voluntary gratuities, and invitations to tip?*

Section 464.3(b) should require Businesses to provide an itemized disclosure of any amounts that a consumer may pay that are excluded from the Total Price (either because they are truly optional fees or because they are de facto excluded from the Total Price as discussed above in response to FTC Question 19 (Section III.E)). To ensure the rule is clear as to what kinds of charges must be disclosed (and as to the timing of disclosure, as discussed above in response to FTC Question 27(a) (Section IV.B.1)), we suggest the following edits to Section 464.3(b):

A Business must disclose Clearly and Conspicuously before the consumer consents to **make any payment** the nature, **purpose, and amount of any costs** that a consumer may pay that **are** excluded from the Total Price, **such as Shipping Charges, Government Charges, fines, penalties, optional charges, charges incurred if certain criteria or conditions are met, voluntary gratuities, and invitations to tip. Where the additional costs are variable, the Business must disclose the existence of such costs and any formula or method for their calculation. The Business's disclosure must include**~~including~~ the refundability of such fees and the identity of any good or service for which fees are charged.

These proposed changes clarify that, in the rental housing context, housing providers must disclose and itemize fees that become mandatory if certain conditions are met (e.g., pet rent, pet deposits, late fees) and fees that vary based on usage (e.g., utilities-related fees).

## VI. The FTC Should Commit to Issuing Advisory Opinions and Staff Interpretations to Interpret the Final Rule

The proposed rule is relatively concise, consisting of general standards with broad applicability. It will cover a range of Businesses. Questions about its application to specific fees or circumstances likely will arise. We recommend that the FTC address this possibility by including a discussion in the Statement of Basis and Purpose stating that it will answer such questions with formal FTC Advisory Opinions or Informal Staff Opinion Letters.

The proposed rule primarily regulates junk fees through disclosure mechanisms. In our experience, disclosure regimes sometimes require clarification or refinement with respect to specific fees or circumstances. For example, Regulation Z (Truth in Lending) and its Official Staff Interpretations include numerous provisions that deal with specific issues, circumstances, and fees.

As noted in our responses to the FTC's questions, such as Question 19, the treatment of certain rental housing junk fees, such as utility-related fees, could benefit from specific guidance. Such guidance could be in the form of FTC Advisory Opinions or Informal Staff Opinion Letters. There is certainly precedent for both types of issuances. The FTC issued four formal Advisory Opinions under the Fair Debt Collection Practices Act prior to the Dodd-Frank Act amendments,<sup>67</sup> and one formal Advisory Opinion interpreting the Holder Rule.<sup>68</sup> The FTC staff had issued hundreds of informal staff opinion letters over the decades interpreting the Credit Practices Rule,<sup>69</sup> as well as the Fair Credit Reporting Act<sup>70</sup> before Dodd-Frank amended it to transfer authority to the Consumer Financial Protection Bureau.

We recommend that the FTC explicitly acknowledge its willingness to address issues of specific application through the use of formal Advisory Opinions or Informal Staff Opinion Letters. Such a commitment could be made in the Statement of Basis and Purpose. As the FTC knows, the Statement of Basis and Purpose is a key component required for any final FTC trade regulation rule and will be examined closely by a court in any potential legal challenge.<sup>71</sup> Explaining in the Statement how the FTC will deal with issues of specific application might allay any concerns on the part of industry or the courts that the rule does not provide specific enough guidance.

## VII. Conclusion

Junk fees make securing and maintaining rental housing even more difficult for rent-burdened households—households who are disproportionately people of color and continue to face the financial fallout from the COVID-19 pandemic. To help ensure that renters can find safe, decent, and affordable housing, we urge the Commission to adopt a final rule that applies to rental

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<sup>67</sup> Nat'l Consumer Law Ctr., *Fair Debt Collection* § 3.4.4.3 & Appendix C.1 (10th ed. 2022), updated at [www.nclc.org/library](http://www.nclc.org/library) (discussing and summarizing formal FTC Advisory Opinions).

<sup>68</sup> Nat'l Consumer Law Ctr., *Federal Deception Law*, Appendix A.5.2 (4th ed. 2022), updated at [www.nclc.org/library](http://www.nclc.org/library) (text of FTC Advisory Opinion re Holder Rule).

<sup>69</sup> *Id.* at § 2.3.

<sup>70</sup> See Nat'l Consumer Law Ctr., *Fair Credit Reporting* § 1.3.3.2.2 & Appendix E.3 (10th ed. 2022), updated at [www.nclc.org/library](http://www.nclc.org/library) (discussion and index of FTC Informal Staff Opinion Letters regarding the FCRA).

<sup>71</sup> 15 U.S.C. § 57a(d); see Nat'l Consumer Law Ctr., *Federal Deception Law* § 2.2.1 (4th ed. 2022), updated at [www.nclc.org/library](http://www.nclc.org/library).

housing and protects renters and rental housing applicants from hidden, misleading, and excessive fees.

If you have any questions about these comments, please contact Ariel Nelson at [anelson@nclc.org](mailto:anelson@nclc.org) or 617-542-8010.

## **Appendix A**

### **Applying the Proposed Rule to Different Rental Housing Junk Fees**

This Appendix considers how the FTC’s proposed rule, as currently drafted, would apply to each of the different rental housing junk fees identified in NCLC’s report, *Too Damn High: How Junk Fees Add to Skyrocketing Rents*.<sup>72</sup> We consider the fees in the order that they are discussed in that report.<sup>73</sup> This Appendix does not provide an exhaustive analysis of how the fees and practices discussed below could violate the FTC’s proposed rule. Nor does it provide a full analysis of all of the ways that the fees discussed below might violate other federal, state, or local laws.

#### **1. Application fees<sup>74</sup>**

When someone applies to rent a unit, they often must pay a mandatory application fee. These fees are incurred before actually leasing the rental property, typically per adult seeking to live at that location.

As mandatory fees, application fees fall within the definition of Total Price at Section 464.1(g) (“all fees or charges a consumer must pay”), and would thus need to be disclosed under Section 464.2(a). However, advertising the rental property with such fees included in the Total Price would be difficult where the application fees, and therefore the Total Price, vary based on the number of people applying.

Because the variable nature of application fees make them difficult to disclose as part of the “Total Price,” they are de facto “excluded from the Total Price” even though they are fees that tenants “must pay” and would otherwise be required to be disclosed as part of the “Total Price.” As a result, the landlord would still be required to comply with Section 464.3(b), which would require such fees to be disclosed “before the consumer consents to pay.”

To the extent that a landlord charges application fees for properties that are not actually available for rent or when they know that the prospective tenant would not meet their tenant screening criteria and would therefore not be eligible, these misleading practices would be unfair and deceptive as outlined by Section 464.3(a).

Additionally, to the extent that a landlord informs a prospective tenant that they must pay a certain amount for tenant screening, but the true cost of the screening is less than the amount stated and charged, then the landlord would violate Section 464.3(a) by “misrepresenting the nature and purpose of any amount a consumer may pay.”

#### **2. Late Fees<sup>75</sup>**

Landlords often charge late fees when the tenant pays the rent late. These fees are mandatory for tenants who pay late but do not apply to all tenants because not everyone pays late.

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<sup>72</sup> NCLC, *Too Damn High*, *supra* note 3.

<sup>73</sup> Because they encompass a variety of fees, some of which we separately discuss here, we do not discuss “new fees charged by corporate or private landlords who purchased the building.” The NCLC report *Too Damn High* covers this phenomenon on page 22.

<sup>74</sup> *Id.* at 10–11.

<sup>75</sup> *Id.* at 11–14.

Even though late fees are mandatory for renters that pay late, it would not be possible to disclose these fees as part of the Total Price because the amount of late fees varies based on whether the tenant pays late and if so, the number of times the consumer pays late. Some late fees may also vary based on the length of time that the renter is late.

Because the indeterminate nature of late fees makes them difficult to disclose as part of the “Total Price,” they are de facto “excluded from the Total Price” even though they are fees that tenants “must pay” and would otherwise be required to be disclosed as part of the “Total Price.” As a result, the landlord would still be required to comply with Section 464.3(b), which would require such fees to be disclosed “before the consumer consents to pay.”

### **3. Utilities-related fees<sup>76</sup>**

In addition to charges related to actual use of utilities, tenants may be required to pay monthly utilities-related processing, administrative, and service fees. The details of these fees vary, but they are generally mandatory fees for all tenants.

As mandatory fees, they need to be disclosed under Section 464.2(a) as part of the Total Price. Because Total Price “means the maximum total of all fees or charges a consumer must pay for a good or service and any mandatory Ancillary Good or Service,” any utilities-related fees would need to be included in the Total Price even if the fee is being charged by a third-party group utility billing company and not by the landlord directly.

### **4. Processing or administrative fees<sup>77</sup>**

Processing or administrative fees can either be one-time fees or recurring monthly fees. They are mandatory although their purpose may be unclear.

Regardless of whether these processing or administrative fees are one-time or ongoing monthly fees, these mandatory fees need to be disclosed under Section 464.2(a) as part of the Total Price.

While misrepresentation of the nature or purpose of processing or administrative fees is prohibited under Section 464.3(a), it does not appear that the proposed rule would prohibit charging such fees if the landlord accurately describes their nature and purpose, including their identity and refundability.

### **5. Convenience fees<sup>78</sup>**

Convenience fees are fees charged to tenants to pay rent online. Despite being called “convenience” fees, online payment may be mandatory and not optional.

To the extent that tenants have payment options that do not cause them to incur a fee and the convenience fees are truly optional fees that consumers may end up paying, they would need to be disclosed “before the consumer consents to pay.” Because Section 464.3(b) requires disclosure of “any amount a consumer may pay that is excluded from the Total Price,” any

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<sup>76</sup> *Id.* at 14–16.

<sup>77</sup> *Id.* at 16–17.

<sup>78</sup> *Id.* at 17–18.

optional convenience fee would need to be disclosed even if the fee is being charged by a third-party billing company and not by the landlord directly.

To the extent that convenience fees are mandatory fees that must be paid in order to pay the rent, these are ongoing monthly fees that need to be disclosed under Section 464.2(a) as part of the Total Price. Because Total Price “means the maximum total of all fees or charges a consumer must pay for a good or service and any mandatory Ancillary Good or Service,” any convenience fee would need to be included in the Total Price even if the fee is being charged by a third-party billing company and not by the landlord directly.

To the extent that a landlord misrepresents a convenience fee as optional when there is no free payment option, that misrepresentation would be an unfair and deceptive practice as outlined in Section 464.3(a).

## **6. Insurance fees<sup>79</sup>**

Insurance fees are mandatory fees<sup>80</sup> that may be charged either for coverage for the landlord, the tenant, or both.

To the extent that the insurance fees are mandatory fees that must be paid every month in order to rent the property, these are ongoing monthly fees that need to be disclosed under Section 464.2(a) as part of the Total Price. Because Total Price “means the maximum total of all fees or charges a consumer must pay for a good or service and any mandatory Ancillary Good or Service,” any insurance fees would need to be included in the Total Price even if the fees are being charged by third-party insurance companies and not by the landlord directly.

Any misrepresentation by the landlord that the required insurance fees cover the tenant when they actually only cover the landlord would be an unfair and deceptive practice in violation of Section 464.3(a), which prohibits misrepresentation about “the nature and purpose of any amount a consumer may pay.”

## **7. Notice fees<sup>81</sup>**

Landlords charge notice fees for printing and posting notices on the tenant’s door. They may be notices of non-payment of rent, eviction notices, or other types of notices. These are mandatory fees but not all tenants will incur them because not all tenants will require the notice.

Even though notice fees are mandatory for renters that receive notices, it would not be possible to disclose these as part of the Total Price because the amount of notice fees varies based on whether the renter receives notices during their tenancy and the number of times this occurs.

Because the indeterminate nature of notice fees makes them difficult to disclose as part of the “Total Price,” they are de facto “excluded from the Total Price” even though they are fees that tenants “must pay” and would otherwise be required to be disclosed as part of the “Total Price.”

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<sup>79</sup> *Id.* at 18–20.

<sup>80</sup> This Appendix does not address voluntary insurance fees for tenants such as renter’s insurance that a tenant may decide to purchase.

<sup>81</sup> *Id.* at 20–21.

As a result, the landlord would still be required to comply with Section 464.3(b), which would require such fees to be disclosed “before the consumer consents to pay.”

## **8. High-risk fees<sup>82</sup>**

High-risk fees are additional fees charged to tenants deemed “high risk” due to “insufficient” rental history, an eviction record, a low credit score, a criminal record, or other “adverse” information in a tenant screening report. These are mandatory fees but not all tenants will incur them because not all tenants will be deemed “high risk.”

As mandatory fees, they need to be disclosed under Section 464.2(a) as part of the Total Price. However, the landlord would not know that a particular tenant was going to be charged high-risk fees until they investigate a prospective tenant, typically using a tenant screening report obtained from a third-party tenant screening company. Thus, it would not be possible to disclose these fees as part of the Total Price in the initial offer or advertisement because the landlord would only identify “high risks” after the tenant submits an application and the landlord obtains a tenant screening report.

Because high-risk fees are only assessed after investigating a prospective tenant and cannot be disclosed as part of the “Total Price,” they are de facto “excluded from the Total Price” even though they are fees that tenants “must pay” and would otherwise be required to be disclosed as part of the “Total Price.” As a result, the landlord would still be required to comply with Section 464.3(b), which would require such fees to be disclosed “before the consumer consents to pay.”

Charging high-risk fees to all tenants or without engaging in an investigation and determining that a particular tenant supposedly created a “higher risk” for the landlord would misrepresent the “nature and purpose of any amount a consumer must pay” in violation of Section 464.3(a).

## **9. Charges in lieu of a security deposit<sup>83</sup>**

In an attempt to avoid state laws governing security deposits, some landlords charge fees instead of a security deposit. Unlike with a traditional security deposit, tenants do not receive these fees back at the end of the tenancy. These can take the form of a one-time, up-front fee or ongoing monthly payments to security deposit alternative companies.

To the extent that charges in lieu of a security deposit are ongoing monthly fees, landlords need to disclose them under Section 464.2(a) as part of the Total Price. Because Total Price “means the maximum total of all fees or charges a consumer must pay for a good or service and any mandatory Ancillary Good or Service,” any charges in lieu of a security deposit would need to be included in the Total Price even if the fee is being charged by a third-party security deposit alternative companies.

To the extent that charges in lieu of a security deposit are one-time fees, these mandatory fees would still need to be disclosed in the Total Price.

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<sup>82</sup> *Id.* at 22–23.

<sup>83</sup> *Id.* at 23–24.

To the extent that landlords are misleading tenants about the nature and purpose of charges in lieu of a security deposit—including by misrepresenting the refundability of such fees—that would be an unfair and deceptive practice under Section 464.3(a).

#### **10. Check cashing fees<sup>84</sup>**

Check cashing fees are fees imposed when the tenant pays rent via check. They are mandatory fees when a consumer pays by check, which landlords may require in some cases.<sup>85</sup>

To the extent that tenants have payment options that do not cause them to incur a fee and the check cashing fees are truly optional fees that consumers may end up paying if they choose to pay by check, they would need to be disclosed “before the consumer consents to pay” pursuant to Section 464.3(b).

To the extent that check cashing fees are mandatory fees that must be paid in order to pay the rent every month, these are ongoing monthly fees that need to be disclosed under Section 464.2(a) as part of the Total Price.

#### **11. Fees to report payment information to the credit bureaus<sup>86</sup>**

Some housing providers charge tenants a mandatory monthly fee to send their rental payment information to the credit bureaus. These are ongoing mandatory monthly fees that would need to be disclosed under Section 464.2(a) as part of the Total Price.

#### **12. Pet fees or pet rent<sup>87</sup>**

Pet fees can show up as either ongoing monthly pet rent or as up-front, one-time, non-refundable fees called pet deposits or pet application fees. Such fees are mandatory for pet owners but would not be charged to non-pet owners.

Because not everyone is a pet owner and the amount of the fees may vary based on the number or type of pets, it would not be possible to disclose these mandatory fees for pet owners in the Total Price advertised to everyone as required by Section 464.2(a).

Because the applicability and amount of pet fees varies and makes it difficult to disclose these as part of the “Total Price,” they are de facto “excluded from the Total Price” even though they are fees that tenants “must pay” and would otherwise be required to be disclosed as part of the “Total Price.” As a result, the landlord would still be required to comply with Section 464.3(b), which would require such fees to be disclosed “before the consumer consents to pay.”

To the extent that landlords are misleading tenants about the nature and purpose of pet-related fees, that would be an unfair and deceptive practice under Section 464.3(a). For example, “pet deposit” is misleading because the amount charged is not actually refundable despite being named a “deposit.” Similarly, the term “pet application” would be misleading if the landlord does not actually do a background check on the animal in question or otherwise evaluate the animal to decide whether or not to admit that pet.

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<sup>84</sup> *Id.* at 24.

<sup>85</sup> *Id.*

<sup>86</sup> *Id.* at 24–25.

<sup>87</sup> *Id.* at 25.

### **13. Trash fees<sup>88</sup>**

Some housing providers charge tenants additional fees for trash collection. These are ongoing mandatory monthly fees that would need to be disclosed under Section 464.2(a) as part of the Total Price.

### **14. Valet trash fees<sup>89</sup>**

Some landlords charge mandatory fees for “valet” or “concierge” trash service. Despite charging these fees, landlords may not actually provide any kind of additional service beyond collecting the trash from a central location. In those cases, the name “valet” trash fees is misleading and charging such fees would be unfair and deceptive under Section 464.3(a).

To the extent that there is an actual additional service being provided for “valet” trash fees, these are ongoing mandatory monthly fees that would need to be disclosed under Section 464.2(a) as part of the Total Price.

### **15. Pest control fees<sup>90</sup>**

Some landlords charge monthly fees for pest control.

These are ongoing mandatory monthly fees that would need to be disclosed under Section 464.2(a) as part of the Total Price.

To the extent that state law requires landlords to provide a habitable premises and that this requirement includes maintaining the property free of pests, charging an additional fee for pest control services is misleading and would be unfair and deceptive under Section 464.3(a).

### **16. Technology package/internet and cable-related fees<sup>91</sup>**

Some landlords charge mandatory fees for technology packages such as internet and cable services.

These are ongoing mandatory monthly fees that would need to be disclosed under Section 464.2(a) as part of the Total Price.

Where such fees are charged but no services are actually provided, the fees are misleading and charging such fees would be unfair and deceptive under Section 464.3(a). Similarly, if a fee is listed as optional but the tenant cannot actually opt out of the fee, this would also be misleading and charging such fees would be unfair and deceptive under Section 464.3(a).

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<sup>88</sup> *Id.*

<sup>89</sup> *Id.* at 25–26.

<sup>90</sup> *Id.* at 26.

<sup>91</sup> *Id.*

## **17. Fees to “hold” an apartment<sup>92</sup>**

Holding fees are additional, mandatory one-time payments that some landlords require to prevent them from renting to someone else. They may be either refundable or non-refundable.

As mandatory fees, they need to be disclosed under Section 464.2(a) as part of the Total Price.

To the extent that the tenant has already put down a security deposit or first month’s rent, such fees are misleading because the consumer has already put down money to hold the apartment. It would also be misleading to require a holding fee where the landlord is not going to rent the property to other tenants in the short time span that it will take the landlord to run any background checks. Describing the holding fee as refundable and then not promptly refunding the amount is also misleading. In each of these scenarios, charging the misleading fee would be unfair and deceptive under Section 464.3(a).

## **18. Fees to rent month-to-month instead of on an annual basis<sup>93</sup>**

Some landlords charge mandatory additional fees to rent property on a monthly basis instead of an annual basis.

Month-to-month rental fees are ongoing mandatory monthly fees that would need to be disclosed under Section 464.2(a) as part of the Total Price.

To the extent that these fees are being added to rent month to month but no annual lease option was offered, the fees are misleading and charging such fees would be unfair and deceptive under Section 464.3(a).

## **19. Court costs and attorney’s fees<sup>94</sup>**

Some landlords charge “legal fees” or attorney’s fees and costs related to eviction proceedings when they file the case, before filing, or even in cases where they never file.

Because not everyone will owe attorney’s fees and the amount of the fees may vary based on the number of eviction proceedings or length of such proceedings, it would not be possible to disclose these mandatory fees in the Total Price advertised to everyone as required by Section 464.2(a).

Because the indeterminate nature of attorney’s fees makes them difficult to disclose as part of the “Total Price,” they are de facto “excluded from the Total Price” even though they are fees that tenants “must pay” and would otherwise be required to be disclosed as part of the “Total Price.” As a result, the landlord would still be required to comply with Section 464.3(b), which would require such fees to be disclosed “before the consumer consents to pay.”

To the extent that state law allows for recovery of fees and costs to the prevailing party in an eviction case, charging such fees prior to prevailing in the case is misleading and would be an unfair and deceptive practice under Section 464.3(a).

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<sup>92</sup> *Id.*

<sup>93</sup> *Id.* at 26–27.

<sup>94</sup> *Id.* at 27–28.

## **20. Common area and amenity-related fees<sup>95</sup>**

Landlords may charge tenants mandatory additional fees for common areas or amenities.

These are ongoing mandatory monthly fees that would need to be disclosed under Section 464.2(a) as part of the Total Price.

Charging these fees but not providing access to or use of the common areas or amenities the fees are for would be an unfair and deceptive practice under Section 464.3(a).

## **21. Roommate and guest-related fees<sup>96</sup>**

Additional fees for roommates are ongoing mandatory monthly fees that would need to be disclosed under Section 464.2(a) as part of the Total Price.

Additional fees for guests would be periodic fees that consumers could avoid. The landlord would need to disclose these fees “before the consumer consents to pay” pursuant to Section 464.3(b).

## **22. Cleaning and repair fees<sup>97</sup>**

Some landlords may charge additional fees for cleaning and repairs at the time that the tenant moves in or out of the property.

To the extent that these fees are mandatory, they need to be disclosed under Section 464.2(a) as part of the Total Price.

Where the cleaning or repair fees are not mandatory, the landlord would need to disclose them “before the consumer consents to pay” pursuant to Section 464.3(b).

Such fees may be misleading to the extent that the tenant leaves the property in broom-swept condition and any repairs needed are attributable to reasonable wear and tear. Additional fees for cleaning prior to move in may also be misleading to the extent that state law requires the property to be clean when delivered to the tenant. These misleading fees would be an unfair and deceptive practice under Section 464.3(a).

## **23. Maintenance fees<sup>98</sup>**

Some landlords charge mandatory monthly fees for maintenance of furnaces and appliances that the landlords own. Landlords may also assess fees when tenants submit maintenance requests.

To the extent these are ongoing monthly fees, they need to be disclosed under Section 464.2(a) as part of the Total Price. Because Total Price “means the maximum total of all fees or charges a consumer must pay for a good or service and any mandatory Ancillary Good or Service,”

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<sup>95</sup>*Id.* at 28.

<sup>96</sup> *Id.*

<sup>97</sup> *Id.* at 29.

<sup>98</sup> *Id.*

these fees would need to be included in the Total Price even if the fee is paid to a third-party company and not directly to the landlord.

To the extent that maintenance fees are mandatory fees that are only incurred once a tenant submits a maintenance request, it may not be possible to disclose these fees as part of the Total Price because the amount of the maintenance fees varies based on the number of maintenance requests that the renter submits during their tenancy.

Because the indeterminate nature of maintenance fees assessed per request makes them difficult to disclose as part of the “Total Price,” they are de facto “excluded from the Total Price” even though they are fees that tenants “must pay” and would otherwise be required to be disclosed as part of the “Total Price.” As a result, the landlord would still be required to comply with Section 464.3(b), which would require such fees to be disclosed “before the consumer consents to pay.”

To the extent that state law requires landlords to provide heat (or cooling), additional fees to maintain furnaces are misleading. Similarly, additional fees to maintain other appliances that either must be provided pursuant to state law or are advertised as part of the lease are also likely misleading. Charging these misleading fees would be an unfair and deceptive practice under Section 464.3(a).

#### **24. Inspection fees<sup>99</sup>**

Some landlords charge additional fees to inspect the property.

As mandatory fees, they would need to be disclosed as part of the Total Price under Section 464.2(a).

To the extent that such inspections are required by law and the landlord misrepresents this as a service to the tenant, additional fees to inspect the property are misleading. They could also be misleading to the extent that the landlord does not take action to address problems identified in the inspection since that would misrepresent the visit to the property as an inspection. Charging these misleading fees would be an unfair and deceptive practice under Section 464.3(a).

#### **25. Mail sorting fees<sup>100</sup>**

Additional fees for mail sorting are ongoing mandatory monthly fees that would need to be disclosed under Section 464.2(a) as part of the Total Price.

To the extent the mail carrier provides this service for free, charging a mail sorting fee would be a misrepresentation of the nature and purpose of the fee and a violation of Section 464.3(a).

#### **26. Fees charged each January<sup>101</sup>**

A fee charged each January but that provides no additional services to the tenant would be misleading because it would misrepresent that the landlord was doing something or providing

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<sup>99</sup> *Id.*

<sup>100</sup> *Id.*

<sup>101</sup> *Id.*

something different in January to warrant an additional fee. As a misleading fee, it would be an unfair and deceptive practice under Section 464.3(a).

## Appendix B

### How Some Rental Housing Listing Platforms Currently Provide Fee Information

In July 2023, the White House announced it secured commitments from three rental housing platforms—Zillow, Apartments.com, and AffordableHousing.com—to provide consumers with total, upfront cost information on rental properties.<sup>102</sup> Those platforms now provide that service, which is a laudable step in the right direction.

However, fee information is not always consistent across the listing platforms or easy to interpret. Consumers therefore cannot be confident that the listings reflect complete information about price and fees. Disclaimers on the listing platforms reflect and affirm this reality:

**Zillow:** “Pricing is subject to change. All calculations are estimates provided for informational purposes only. Actual amounts may include additional mandatory or optional fees. Please consult the community manager for a complete breakdown of all rental costs.”<sup>103</sup>

**AffordableHousing.com:** “To ensure transparency in rental costs, AffordableHousing.com requires property owners to itemize all fees associated with this rental property. This includes move-in costs, recurring lease charges, and refundable fees. Please note that the accuracy of this information has not been verified by AffordableHousing.com, and renters are advised to confirm final expenses with the property owner before entering into a lease agreement.”<sup>104</sup>

**Apartments.com:** “The fees below are based on community-supplied data and independent market research.”<sup>105</sup>

The lack of consistency across platforms potentially could reflect technical challenges; different opinions about which fees are part of the total cost of renting; and/or landlords’ failure to provide consistent, complete, and/or easy to understand information. Regardless of cause, these issues demonstrate the need for an FTC rule that covers rental housing.

To show how rental housing platforms currently provide fee information, this Appendix provides screenshots of the fee-related portions of the listings for the same rental property in two different U.S. cities—Atlanta, Georgia and Columbus, Ohio—from at least two of the rental housing platforms providing fee information.

For the Atlanta listing, our observations include:

- Only the AffordableHousing.com listing includes fees in the estimated total monthly cost.

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<sup>102</sup> White House Fact Sheet on Junk Fees, *supra* note 16.

<sup>103</sup> See, e.g., Ashley Village Apartments, 2272 Sunshine Pl, Columbus, OH 43232, Zillow, <https://www.zillow.com/apartments/columbus-oh/ashley-village-apartments/5XrfZF/> (last visited Dec. 13, 2023) (disclaimer appears below section of the listing labeled “Rental fees & costs”).

<sup>104</sup> 2 Bedroom Single Family House 1319 Campbellton Rd SW in Atlanta, GA, AffordableHousing.com, <https://www.affordablehousing.com/atlanta-ga/1319-campbellton-rd-sw-633093/> (last visited Dec. 13, 2023) (this disclaimer information appears when mouse hovers over “i” icon next to the word “Fees”).

<sup>105</sup> 1 Bedroom Solstice Morningside Apartments 1989 Cheshire Bridge Rd NE Atlanta GA, apartments.com, <https://www.apartments.com/solstice-morningside-apartments-atlanta-ga/hhx38z2/> (disclaimer listed at the top of the “Fees and Policies” section).

- Only the AffordableHousing.com and Zillow listings appear to provide information about move-in costs, but the estimated amounts are different.
- The listings do not provide the same information about which utilities the tenant must pay. For example, the AffordableHousing.com listing indicates that the landlord will not cover any utilities, while the Apartments.com listing indicates that the landlord covers water. The Zillow listing directs the potential tenant to contact the manager.

For the Columbus listing (which was not available on AffordableHousing.com), our observations include:

- The Apartments.com listing includes a \$150 “Administrative Fee,” while Zillow listing leaves the “Administrative fee” field blank.
- The Zillow listing indicates that the security deposit ranges from \$250 to \$500, while the Apartments.com listing notes a \$250 deposit.
- The Zillow listing separately itemizes monthly costs and one-time costs.
- The Apartments.com listing separates “Required Fees” from other fees.

# 1. Atlanta, Georgia

Listing for 1319 Campbellton Rd SW

## A. AffordableHousing.com listing<sup>106</sup>

Affordable Housing.com Renters Owners

← Back

2 Bedroom Single Family House 1319 Campbellton Rd SW in Atlanta, GA

2 Beds | 1 Bath | 1,622 sqft | \$1,525

Photos Details Fees Utilities Affordability Features & Amenities Schools Map

2 Bedroom Single Family House 1319 Campbellton Rd SW in Atlanta, GA

2 Beds | 1 Bath | 1,622 sqft | \$1,525

Photos Details Fees Utilities Affordability Features & Amenities Schools Map

Fees

Monthly	
Pet fee	\$0
Parking	Unknown
Trash pickup	\$50
Lawn care / Snow removal	\$50
Pest control	\$30
Admin Fee	\$15
<b>Monthly estimate (including rent)</b>	<b>\$1,670 </b>

<sup>106</sup> 2 Bedroom Single Family House 1319 Campbellton Rd SW in Atlanta, GA, AffordableHousing.com, <https://www.affordablehousing.com/atlanta-ga/1319-campbellton-rd-sw-633093/> (last visited Dec. 13, 2023).

2 Bedroom Single Family House 1319 Campbellton Rd SW in Atlanta, GA

2 Beds | 1 Bath | 1,622 sqft | \$1,525

Photos Details Fees Utilities Affordability Features & Amenities Schools Map

One-time

Application fee	\$49/per person
Security deposit	\$1,425
Pet deposit	\$0
Pet fee	\$199/per pet
Move-In Fee	\$199
<b>Move-in estimate</b>	<b>\$1,872</b>

Tenant will be required to purchase renters insurance.

2 Bedroom Single Family House 1319 Campbellton Rd SW in Atlanta, GA

2 Beds | 1 Bath | 1,622 sqft | \$1,525

Photos Details Fees Utilities Affordability Features & Amenities Schools Map

Utilities

Paid by Tenant

- Electric
- Cooking Fuel (Electric)
- Water (City Water)
- Cooling (Central)
- Sewer (Public Sewer)
- Heating (Electric)
- Hot Water (Electric)
- Trash pickup
- Lawn care/Snow removal
- Pest control

Paid by Owner

No utilities covered by the owner. Tenant must pay all utilities.

## B. Zillow listing<sup>107</sup>



[Save](#) [Share](#) [Hide](#) [More](#)

**\$1,525**/mo 2 bd | 1 ba | 1,622 sqft

1319 Campbellton Rd SW, # A, Atlanta, GA 30310

● **Apartment for rent**

[List your rental on Zillow](#)

[Request a tour](#)

[Request to apply](#)

[Overview](#) [Facts and features](#) [Price History](#) [Nearby school](#) >



2 available units in this apartment building

[→ Full building details](#)

<b>Type</b>	Apartment	<b>Parking</b>	Contact manager
<b>Cooling</b>	Contact manager	<b>Laundry</b>	Contact manager
<b>Heating</b>	Contact manager	<b>Deposit &amp; fees</b>	\$1,425
<b>Pets</b>	Contact manager		

<sup>107</sup> 1319 Cambellton Rd SW, #A, Atlanta, GA 30310, Zillow, [https://www.zillow.com/homedetails/1319-Campbellton-Rd-SW-A-Atlanta-GA-30310/2059754170\\_zpid/](https://www.zillow.com/homedetails/1319-Campbellton-Rd-SW-A-Atlanta-GA-30310/2059754170_zpid/) (last visited Dec. 13, 2023) (listing does not contain detailed fee information or “Rental costs & fees” calculator pictured below in the Zillow listing for the Columbus, Ohio unit).

## C. Apartments.com listing<sup>108</sup>

Map Menu English Apartments.com

Houses Georgia Fulton County Atlanta 2 br, 1 bath House - 1319 Campbellton Rd S... Today

### 2 br, 1 bath House - 1319 Campbellton Rd S...

1319 Campbellton Rd SW, Atlanta, GA 30310  
Venetian Hills

Monthly Rent	Bedrooms	Bathrooms	Square Feet
\$1,525	2 bd	1 ba	831 sq ft

#### Details

Available Now

\* Prices and availability subject to change without notice.  
\* Square footage definitions vary. Displayed square footage is approximate.

Map Menu English Apartments.com

### 2 br, 1 bath House - 1319 Campbellton Rd S...

About Contact Amenities **Fees and Policies** Location Education Transportation Points of Interest

## Fees and Policies

The fees below are based on community-supplied data and independent market research.

#### Pets

Dogs Allowed	Cats Allowed
Fees not specified	Fees not specified
Weight limit	Weight limit
Pet Limit	Pet Limit

#### Details

##### Utilities Included

- Water

<sup>108</sup> 2 br, 1 bath House - 1319 Campbellton Rd SW, Apartments.com, <https://www.apartments.com/2-br-1-bath-house-1319-campbellton-rd-s-atlanta-ga/jsx29z7/#descriptionSection> (last visited Dec. 13, 2023).

## 2. Columbus, Ohio

Listing for Ashley Village Apartments, 2272 Sunshine Pl.

### A. Zillow listing<sup>109</sup>

**Zillow** Save Share More

### Ashley Village Apartments


2272 Sunshine Pl, Columbus, OH 43232

[Request to apply](#) [Book tour now](#)

[Units](#) [Overview](#) [Facts & Features](#) [Policies](#) [Nearby school](#)

#### Apartment floorplans

All **1 Bed** 2 Bed 3+ Bed

 **A1**  
**\$920**  
1 bd | 1 ba | 864 sqft  
3 units - Available now

#### Building overview

This property is managed by Beztak, 2023 recipient of the US Best Managed Companies for the fourth year in a row, sponsored by Deloitte Private and The Wall Street Journal. Call and let us tell you why! Your new home awaits at Ashley Apartments, an inviting community that answers your need for a comfortable, charming, and centrally-located home in Columbus, Ohio. Our gated community provides one, two, three, and four-bedroom pet-friendly homes that feature

[Read More](#)

**Zillow** Save Share More

### Ashley Village Apartments

2272 Sunshine Pl, Columbus, OH 43232

[Request to apply](#) [Book tour now](#)

[Units](#) [Overview](#) [Facts & Features](#) [Policies](#) [Nearby school](#)

#### Policies

##### Lease Terms

- 3, 6, 9, 12
- \$250 - \$550 deposit fee

##### Parking

- Parking lot

##### Pets

###### Dogs

- Allowed
- \$150 pet deposit
- \$35 monthly pet fee

###### Cats

- Allowed
- \$150 pet deposit
- \$35 monthly pet fee

<sup>109</sup> Ashley Village Apartments, 2272 Sunshine Pl, Columbus, OH 43232, Zillow, <https://www.zillow.com/apartments/columbus-oh/ashley-village-apartments/5XrfZF/> (last visited Dec. 13, 2023).

### Ashley Village Apartments

2272 Sunshine Pl, Columbus, OH 43232

Request to apply

Book tour now

Units Overview Facts & Features Policies Nearby school

#### Rental costs & fees

Select a unit-type to view your estimated move-in costs.

1 bed

##### Monthly costs

Monthly rent	\$920
Parking fee	\$--/mo
Pet fee	\$35/mo
Est. monthly cost	<b>\$955</b>

##### One-time costs

Security deposit	\$250 - \$550
Application fee	\$--
Administration fee	\$--

### Ashley Village Apartments

2272 Sunshine Pl, Columbus, OH 43232

Request to apply

Book tour now

Units Overview Facts & Features Policies Nearby school

Est. monthly cost **\$955**

##### One-time costs

Security deposit	\$250 - \$550
Application fee	\$--
Administration fee	\$--
Pet deposit	\$150

Est. one-time cost **\$400 - \$700**

Est. move-in cost **\$1,355 - \$1,655**

Pricing is subject to change. All calculations are estimates and provided for informational purposes only. Actual amounts may include additional mandatory or optional fees. Please consult the community manager for a complete breakdown of all rental costs.

See less details

## B. Apartments.com listing<sup>110</sup>

Map Menu English Apartments.com

Ohio / Franklin County / Columbus / Ashley Village Apartments Today

### Ashley Village Apartments

2272 Sunshine Pl, Columbus, OH 43232  
Eastland

★ ★ ★ ☆ 3.5 (19 reviews) Verified Listing

Monthly Rent \$920 - \$1,490	Bedrooms 1 - 4 bd	Bathrooms 1 - 3 ba	Square Feet 864 - 1,728 sq ft
---------------------------------	----------------------	-----------------------	----------------------------------

This property is managed by Bestak, 2023 recipient of the US Best Managed Companies for the fourth year in a row, sponsored by Deloitte Private and The Wall Street Journal. Call and let us tell you why! Your new home awaits at Ashley Apartments, an inviting community that...  
[Read More](#)

### Pricing & Floor Plans


All	1 Bedroom	2 Bedrooms	3+ Bedrooms
-----	-----------	------------	-------------

**A1**  
\$920  
1 bed, 1 bath, 864 sq ft  
\$250 deposit

[Tour This Floor Plan](#) [Floor Plans](#) [Virtual Tour](#)

[Show Floor Plan Details](#)

3 Available Units



Map Menu English Apartments.com

### Ashley Village Apartments

Pricing About Contact Amenities **Fees and Policies** Location Education Transportation Points of Interest Reviews

### Fees and Policies

The fees below are based on community-supplied data and independent market research.

[Required Fees](#) [Pets](#) [Parking](#)

#### Move-In Fees

Administrative Fee	\$150
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#### Details

<b>Utilities Included</b> <ul style="list-style-type: none"><li>Trash Removal</li></ul>	<b>Lease Options</b> <ul style="list-style-type: none"><li>3, 6, 9, 12</li><li>Short term lease</li></ul>
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#### Property Information

- Built in 1988
- 220 units/2 stories

<sup>110</sup> Ashley Village Apartments, 2272 Sunshine Pl, Columbus, OH 43232, Apartments.Com, <https://www.apartments.com/ashley-village-apartments-columbus-oh/ydgg1qr/#feesSection> (last visited Dec. 13, 2023).

### Ashley Village Apartments

Pricing About Contact Amenities **Fees and Policies** Location Education Transportation Points of Interest Reviews

## Fees and Policies

The fees below are based on community-supplied data and independent market research.

Required Fees **Pets** Parking

### Dogs Allowed

Monthly pet rent	\$35
One time Fee	--
Pet deposit	\$150
Weight limit	--
Pet Limit	2

### Cats Allowed

Monthly pet rent	\$35
One time Fee	--
Pet deposit	\$150
Weight limit	--
Pet Limit	2

Requirements:  
Pet interview

Requirements:  
Pet interview

## Details

### Utilities Included

- Trash Removal

### Lease Options

- 3, 6, 9, 12
- Short term lease

### Ashley Village Apartments

Pricing About Contact Amenities **Fees and Policies** Location Education Transportation Points of Interest Reviews

## Fees and Policies

The fees below are based on community-supplied data and independent market research.

Required Fees Pets **Parking**

### Parking

Garage 1 space	\$50/mo	Other	--
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## Details

### Utilities Included

- Trash Removal

### Lease Options

- 3, 6, 9, 12
- Short term lease

### Property Information

- Built in 1988
- 220 units/2 stories

## Appendix C

### Excerpts from Other Comments Addressing Rental Housing Junk Fees

In this Appendix, we provide excerpts from selected comments discussing rental housing junk fees submitted through January 29, 2024 in response to the FTC's Notice of Proposed Rulemaking.<sup>111</sup> These comments demonstrate some of the significant issues that tenants face and the need for a broad FTC rule. We have categorized them based on the key issue they raise, though many comments discuss more than one type of fee and a variety of issues.

#### 1. Undisclosed fees

- “As a Housing Counselor, I see numerous fees for all kinds of things on rental leases. Tenants may see the advertised price for rent on the site, but then there are all sorts of fees they are not told about. These fees are tacked onto rent and given as an invoice. Even if the tenant pays rent, they can still end up being evicted for non-payment of rent, because the fees are attached separately, then the entire invoice is billed making a total due as ‘rent.’” FTC-2023-0064-0902.
- “I have an apartment that requires a number of fixed, non-negotiable mandatory fees that used to be (and should have been) included in the normal monthly rent. In addition, the utility billing company charges a fee for the “convenience” of paying your bill. **In my opinion, these fees allow the company to advertise a lower monthly rental rate, intentionally making it difficult for a prospective tenant to comparison shop and compare rents from different organizations.** These fees (see also attached) are: Common Area Electrical -- Fixed \$15/month/unit (not metered; note that common area natural gas charges are metered); Pest Control -- Fixed \$5/unit/month (regardless of whether you request pest inspection or control measured); Trash -- Fixed \$10/unit/month (mandatory and fixed; should be included in the monthly rent unless tenants are responsible for arranging and paying for trash service on their own).; Service Fee -- \$7.90/unit/month (mandatory for the convenience of paying your bill online); I am not opposed to the landlord charging these fees, however, I feel that because they are mandatory they should be included as part of the normal monthly rent. **These fees are not disclosed on the advertised rate. Only the trash and pest fees are disclosed on the initial rent quote, the remaining fees are not disclosed until the offer to sign a lease has been provided.**” FTC-2023-0064-0923 (emphasis added).
- “My daughter is a low wage employee and we live in Kentucky. Six months ago she rented an apartment that she thought she could afford based on rent and projected utilities. **Turns out she owes fees (most undisclosed in the lease) that add up to nearly 20% of the rent. That’s a heck of a jump. As of December there will be no way to pay the rent that doesn’t involve a transaction fee. Not one method.**” FTC-2023-0064-0958 (emphasis added).
- “I would like to know if you can also include possible hidden items where supposedly human landlord hides rent fees for another fee type and tells a tenant

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<sup>111</sup> This Appendix does not provide an exhaustive list of all comments discussing rental housing junk fees submitted in response to the NPRM. Nor does it purport to cover all types of fees or issues related to these fees.

to refer to contract about rent and what if the contract didn't state any rent toward the tenant? I speak for someone I know about this issue.” FTC-2023-0064-1455.

- “Some of the apartments end up having a Broker's Fee, but at no point in time in the process is this made clear by the listing on StreetEasy, by the brokers, or the landlord. It is only upon signing the lease, or explicitly asking where the Broker's fee comes up. This usually amounts to a massive amount of money, typically 15% of the yearly rental, which is at minimum thousands of dollars.” FTC-2023-0064-1942.
- “Rental company Greystar has lot of junk fees attached to apartments buildings they have purchased in the last ten years. Example we pay the local electric authority Georgia Power, but recently two \$14 line items (\$28) were added to our rent without our permission. The line items are two fees related to electricity. Also we pay two trash fees. And some other junk fees. They should be forced to disclose all fees before lease signing and never be able to add fees after the lease has been signed.” FTC-2023-0064-0146.
- “I am writing in support of ‘junk fee# regulation. As someone monitoring rentals in different areas, many times landlords list a monthly rent, but on reading the fine print, tenants will have to pay for a ‘residents benefit package’ of up to \$50 a month extra for credit building, change of air filters, identity theft, renter's insurance, concierge utility turn-ons and more. Tenants are not given a right to opt out; for example my credit is excellent, I can change an air filter myself as well as get my utilities connected and I carry my own renters insurance so I don't need a ‘residents benefit package.’ Landlords should not be allowed to force tenants into paying these fees with no opt out or if the fees are allowed, then the landlord must add that to the total monthly rent in advertisements so prospective tenants have an accurate scope of what the real monthly costs are.” FTC-2023-0064-0157.
- “My rent was supposed to be \$1,866 for a 12 month lease as advertised, but as soon as I ended up signing and getting everything approved, it was 2,125 a month!!! To make matters worse, the advertised amount was for a 15 month lease with a bunch of added fees, so I had to take a lease that was 3 months longer than I wanted and pay more money.” FTC-2023-0064-0168.
- “I urge regulators to tackle junk fees in the housing context. The apartment building I live in charges a monthly fee for trash, a monthly fee for landscaping, and an annual fee for access to shared amenities. This feels excessive. It also masks the true cost of living here, since public-facing apartment listings only show base rent, not add-on charges.” FTC-2023-0064-0937.

## 2. Excessive fees

- **“To be put on an apt waitlist that can be 6 months to 2 years long apts charge non-refundable \$100-\$300 to be added to the list with no guarantee you will ever be called nor that they will call at the time you can end your current lease to take the available apt.** The actual work involved for the apt personnel is typing your name and ph# on the list and maybe actually calling a person on the list to say an apt is available. . . . Renewing your lease

"administrative fees" for them to figure out how much more you will pay in rent the next year and printing out a lease for you to sign. These lease renewal fees are added on to your first months rent. So your renewal rate ends up being more than what they tell you it will be to get you to stay in the apt but its too late cause you already passed the 60 day notification to them to not renew your lease deadline." FTC-2023-0064-0180 (emphasis added).

- "I agree with forcing companies to show up front all fees. I am looking at a place to rent and **they tack on an extra \$255 in mandatory fees, for services I don't even want.**" FTC-2023-0064-0267 (emphasis added).
- "When we signed a lease last year for an apartment in Lake Oswego OR, we were given to understand that water, sewer, and garbage fees would be charged over and above the base rent we agreed to. However, **we did not know these fees could add as much as \$250 extra per month to our rent.**" FTC-2023-0064-0454 (emphasis added).
- "On each month's rent statement, there's a mandatory \$25 fee for "valet trash," for the luxury of a management employee to pick up my trash and throw it away for me. I have never, ever needed nor requested this service. My apartment is about 50 feet from the trash chute, where I deposit my trash weekly. **This valet trash fee amounts to an additional \$300 fee for management each year, for a service I have never used, nor desire.** This apartment complex is large, with more than 500 apartments. I wonder how many other residents find themselves in the same predicament? It's infuriating." FTC-2023-0064-0975 (emphasis added).
- "My roommate and I carefully reviewed the lease. In the section titled "Utilities" about the utilities the lessee would be responsible for, the last sentence started 'A **\$1250 administrative fee will be charged for changes to the occupancy of this home.**' **We quickly asked the leasing office about it because we were never aware of this fee even though we asked multiple times what the fees were, and their response was they couldn't possibly list all the fees when we had asked.** They also said it was included in the utilities section because they didn't know where else to put it. Even though the lease has 28 subsections in it. We asked the leasing office to remove it since we were never aware of this fee, but they said the lease was computer-created and they didn't have that authority. We are working with the property management company to see if there is a way to remove it. I only see this fee as a way to get more money out of tenants in a city where people are constantly moving." FTC-2023-0064-1085 (emphasis added).
- "I urge you to pass this rule to not only save consumers tens of billions of dollars each year, but to level the playing field for honest businesses who are transparent about the their costs and fees. **Orange County Property Management is trying to make renters sign a "technology fee" addendum that adds 1% fee of total rent on top of rental cost. For me that is an extra \$22.70/month!! What the heck dude!!**" FTC-2023-0064-1233 (emphasis added).
- "My boyfriend pays \$1500 for a one bedroom apt in Atlanta but **every month when he gets the invoice, they tack on \$90 extra in fees.** Those fees should

be included in the base rent since they're mandatory and consistent every month. These junk fees are a predatory tactic to charge consumers when they have few or no options left to shop around and avoid the fee." FTC-2023-0064-2323 (emphasis added).

- "I work as a Development Manager at Jesse Tree in Boise. We serve both Ada and Canyon County with eviction court services, case management, and rental assistance. We have been seeing exorbitant fees for the past few years, including excessive late fees, landlords charging to post a three-day notice to pay or quit on the tenants' door, and pet fees for bugs that a renter's child caught in a jar and left inside. Some of the late rent fees we've seen have amounted to hundreds of dollars. **For the third example mentioned, a landlord charged the family an expensive lease violation because their child caught a praying mantis in a jar.**" FTC-2023-0064-2749 (emphasis added).
- **"My disabled daughter is paying a \$30 "set up" fee EVERY MONTH to the company that bills for rent and utilities.** Plus an additional fee to connect a debit or credit card. This is a ridiculous fee that the company charges 200 tenants for the one building. **The building owners are ALSO charging a \$6 'set up' fee EACH MONTH for a service they can't describe.** This in addition to higher rents is inching her and her two sons closer to homelessness every day, even as she is dying from Wilson's disease." FTC-2023-0064-2830 (emphasis added).

### 3. Fees to pay rent

- "In my case, the property manager for my rental has started charging a \$25 processing fee for paying rent with a check, money order, or cashier's check. The only way to avoid a fee is to pay through automatic deduction from my checking account, and that was only after I complained when they started charging a fee for that as well." FTC-2023-0064-0069.
- "In order to pay my rent online, I am required to pay a convenience fee every month for \$2.95 when and only if I use the realtor's payment processor. If I want to use my bank, I have to pay \$70 for each onetime use. I pay lots of bills online and even Paypal and Venmo don't charge me a fee. My bank doesn't even charge a transfer funds fee. So why do I have to pay my rental office a fee just to accept my money. Where exactly would a charge for \$70 come from to use my bank to pay my rent." FTC-2023-0064-0149.
- "In the past year the landlords for the apartments of two of my children have both implemented junk fees for paying rent online, even if paying via ACH withdrawal. **This means there is no way for a renter to pay rent without paying an additional fee to do so.**" FTC-2023-0064-0150 (emphasis added).
- "I am writing about junk fees. When I rented an apartment in Hyattsville, MD I used a credit card to pay. The service we used charges outrageous user fees. As high as \$60." FTC-2023-0064-0927.
- "I am currently renting an apartment in another city from my main home for employment purposes. The rent is \$1300 a month. I always had the option to pay electronically if I chose to do so. In August a \$2.65 fee was imposed to pay

electronically. The property management company insisted it was a fee being charged by the software company who owned the software for electronic payments.” FTC-2023-0064-1015.

- “I pay \$1,600/month for a very tiny, but lovely apartment in Northern California. I wouldn't say it's worth \$1,600, but I enjoy it here regardless. The problem I'm having is that one day a few months ago, my rent went up \$2.49, for some kind of “transaction fee”, that hadn't been there all year.” FTC-2023-0064-1052.
- “Appfolio, a company used by my property manager, charges renters \$2.49 to pay their rent. Since Appfolio is a service to landlords, I do not see why this fee should be charged to renters.” FTC-2023-0064-1066.
- “[M]y rent payment is required to be automatic withdrawal from my checking account. There is a \$2.49 charge fee for each automatic payment. As the landlord chooses this as the only method of payment, why aren't they paying their own operational overhead? We are being exploited because we all pay the fee.” FTC-2023-0064-1435.
- “The service used by my landlord for online rent payments, Appfolio, has instituted a mandatory \$2.49 fee per payment for bank wire transfers. This means my options for paying rent and associated fees are: Bank Transfer/\$2.49, credit card/3.49%, debit card/\$9.99, paper check or money order/\$25, cash/\$25. **Feels pretty unfair that there are zero ways to pay my rent and not incur fees.**” FTC-2023-0064-1442 (emphasis added).
- “I am being charged an additional \$2.49 to pay my rent every month. My apartment building had the choice to pay \$1 to AppFolio every month for every unit they managed, or pass along a \$2.49 fee to each tenant. They chose the latter. I've tried mailing my checks a few times, but this has resulted in chaos - the management company has repeatedly said they never received my checks, only to suddenly find them on someone's desk a few days later.” FTC-2023-0064-1549.
- “I'd like to propose also banning convenience fees when making payments on necessities (utilities, paying rent), especially when the provider of the necessity doesn't allow for a fee-less option.” FTC-2023-0064-1553.
- “My landlord recently switched to a new service, AppFolio, that lets us pay rent through an online portal. Paying via credit card cost 1% of the transaction total, but eCheck used to be free. It was recently switched and now I have to pay this company an extra \$2.49 to pay my rent. It's not a ton of money, but I shouldn't have to pay it every month.” FTC-2023-0064-1554.
- “Why must we, as renters, be subjected to additional fees when we pay our rent online as requested by the landlord? This is ridiculous and unacceptable. There are hidden fees for everything one purchase from our cellphone bill to paying rent. When will this deceptive practice stop!!?” FTC-2023-0064-1833.
- “This property was formerly owned by a local company and when I paid our rent online, I was NOT charged any fees if the rental payment was paid via my bank account. After Advenir purchased the complex, they changed our payment portal and started charging a \$2.95 per month “convenience fee” to pay online via a

bank account. They also offer all sorts of nonsense rent payment options like breaking your rent up into several monthly payments, etc. etc. These 'options' probably come with fees, but I don't know for sure since I've never used them." FTC-2023-0064-2321.

- “The online tenant rental portfolio, called AppFolio, charges a 3.49% fee when paying by credit card, a \$9.99 fee when paying by debit card, and a \$2.49 fee when paying by "eCheck" (online bank payment)." FTC-2023-0064-2791.
- “About 5 months ago, Appfolio started charging a \$2.49 transaction fee for anyone paying their rent online. As of December 2023, they increased that transaction fee to \$9.99. No reason has been cited for the original transaction fee, and there has been no public statement on why that fee was increased by 400% less than 6 months later." FTC-2023-0064-2800.
- “I am a graduate student and renter, I try to be frugal, but am frustrated with hidden fees. **Currently, I have to pay a ten dollar “convenience fee” every time I pay rent, which was not in my lease.**" FTC-2023-0064-2895 (emphasis added).
- “Recently, AppFolio has implemented a \$2.49 fee on rent payments, which were previously free, under the guise of transaction fees." FTC-2023-0064-2903.
- “One of the most egregious fees I have dealt with is a monthly ‘convenience fee’ for paying my rent online, when there is no other option." FTC-2023-0064-2980.

#### 4. Costly application fees

- “I work for a non-profit that helps to keep families housed or to find housing for homeless families, and the fees that are involved in getting the application for housing approved are ridiculous. If you are not approved the application fee is just money gone, no refund." FTC-2023-0064-1431.
- “People with conviction records are disproportionately impacted by costly and repeated application fees. I encountered application fees when I was looking to rent. Soon I realized I Can't afford to apply to many places because of the fees. **These fees cost anywhere from \$30-75 dollars and most People often don't have enough money for application fees on top of rent, security deposit.**" FTC-2023-0064-2696 (emphasis added).
- “It is difficult enough to save up enough money to have two or three months' rent to afford a place to live. **And hard enough to purchase the basic home items, like dishes, bathroom items, bed and a chair. Adding on hundreds of dollars in application fees, particularly if someone is ineligible to rent an apartment, is simply cruel and unusual punishment.** This is an example of how the punishment never ends. Any society that is serious about second chances, who supports crime prevention, must affirmatively further fair housing opportunities, free of deception and profiteering." FTC-2023-0064-2915 (emphasis added).

## 5. Excessive pet fees

- “We moved from Texas to Washington in June. While looking for a house to rent, we were shocked at the fees being requested both to apply for a house and rent a house. **For example, if you had one household dog, some landlords required every adult who would be residing in the home to pay a non refundable fee to register for a service that assigns the dog a score—just to \*apply\***. To move in, we were asked to pay a non refundable “cleaning deposit” even though we’re required to clean the house when we move out and paid a security deposit and non refundable pet deposit, and Washington prohibits tenants from being charged for ordinary wear and tear. **Some landlords wanted us to pay credit check and application fees before they would even show us a house, even if we might decide not to apply to live there.** They wanted an application/credit check fee for my adult disabled son, who would not be paying rent. Others required monthly “filter” fees for the heating system instead of letting you buy your own. There should be one universal application landlords have to accept from prospective tenants. I was shocked at how much it cost just to hunt for houses to rent.” FTC-2023-0064-0191 (emphasis added).
- “Landlords are effectively double-charging pet owners. You pay monthly rent for the pet, for unknown reasons, for the duration of your lease -- and then pay again to repair any wear or damage caused by the pet when you move out. The monthly pet rent practice is predatory. Landlords are strong-arming pet owners who don't want to abandon their pets when they need to move to a new apartment. I don't see how 'misrepresenting the total costs of the goods' or "misrepresenting the nature and purpose of the fees' covers this predatory pricing case. The pet rent fee is an example of a clearly stated fee for which there is no rational explanation. I believe what is missing is a clause to protect against 'omitting the nature or purpose of the fee'. Since the pet rent fee is never explained, it can't be misrepresented. But listing "pet rent fee" clearly on the website also means the landlord is not misrepresenting the total cost of the apartment. I've attached an example screenshot of a landlord's website advertising the rent, as well as the pet rent, with no justification for why the pet requires an ongoing fee. The rent is \$3,060/month and the pet rent is \$75/month. This means that the unfair pet rent amounts to a 2.4% increase in rent for pet owners.” FTC-2023-0064-0006.

**Appendix C**  
**2023 Group Comments to in Response to the Federal Trade Commission’s Advanced  
Notice of Proposed Rulemaking**

This Appendix contains comments that the National Consumer Law Center, the National Housing Law Project, the National Association of Consumer Advocates, and 36 other organizations submitted on February 8, 2023, in response to the Federal Trade Commission’s Advance Notice of Proposed Rulemaking regarding unfair or deceptive fees, R207011. The Comments focused on rental housing junk fees and contained a survey of legal services and nonprofit attorneys from around the country who work with clients in rental housing-related contexts between March and April 2022.

February 8, 2023

*Via regulations.gov*

Federal Trade Commission

Office of the Secretary

600 Pennsylvania Avenue NW, Suite CC-5610 (Annex B)

Washington, DC 20580

**Re: Unfair or Deceptive Fees ANPR, R207011**

The 39 organizations listed below are pleased to submit these comments in response to the Federal Trade Commission’s (FTC) Advance Notice of Proposed Rulemaking regarding unfair or deceptive fees, R207011. These comments discuss the many fees, which we refer to as “junk fees,” charged to renters and rental housing applicants. We urge the FTC to work with the Consumer Financial Protection Bureau (CFPB) and the Department of Housing and Urban Development (HUD) to investigate and prevent the imposition of these junk fees so that they do not contribute to the already growing financial burden that renters in this country face.

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## EXECUTIVE SUMMARY

To secure and maintain rental housing, renters today typically face a dizzying array of unavoidable fees. These junk fees render safe and decent rental housing even more out of reach because renters must pay them on top of sky-high rents. Junk fees also jeopardize access to future housing and financial stability because they can become an alleged rental debt that leads to dunning by debt collectors and negative marks on credit reports.

To obtain detailed information about the state of rental housing-related junk fees, NCLC conducted a survey of legal services and nonprofit attorneys between November and December of 2022. We received 95 responses from 26 states and Washington, DC. The survey specifically asked respondents to indicate whether they had seen any of the following fees assessed as part of rental housing:

- Rental application fees
- Excessive late fees
- Utilities-related fees
- Processing or administrative fees
- Convenience fees
- Insurance fees
- Notice fees
- Fees charged by new corporate landlords
- High risk fees
- Charges in lieu of a security deposit
- Check cashing fees
- Fees to report payment info to the credit bureaus
- Other fees

Respondents also had the option of selecting “no fees,” but no respondents did.

The survey also asked respondents to provide detailed information about the types of fees that they have seen and any other relevant information. From those narrative responses, we identified a number of additional fees, including:

- Pet fees or pet rent
- Trash fees
- Valet trash fees
- Pest control fees
- Technology package/internet and cable-related fees
- Fees to “hold” an apartment
- Fees to rent month-to-month instead of on an annual basis

- Court costs and attorney’s fees
- Common area and amenity-related fees
- Roommate and guest-related fees
- Cleaning and repair fees
- Maintenance fees
- Inspection fees
- Mail sorting fees
- Fees charged each January

## RECOMMENDATIONS

This comment discusses the survey results and also provides the FTC with recommendations about how to protect renters from abusive junk fees and ensure their ability to secure safe and affordable housing. More specifically, this comment urges the FTC to:

1. Investigate corporate and large landlords that impose unavoidable and exploitative junk fees for potentially deceptive or unconscionable practices, including fees that:
  - Are excessive in amount or greater than the cost to the landlord of a service.
  - Pay for services not ultimately provided (e.g., valet trash).
  - Charge for services that the landlord is legally obligated to provide as part of renting a habitable premises (e.g., pest fees, fees to maintain the furnace to provide heat, etc.).
  - Prevent competition, such as requiring use of a certain insurer or cable/internet provider.
  - Violate the common law doctrine against liquidated damages (e.g., penalty fees, lease termination fees that do not consider whether a landlord was able to mitigate by re-renting to a new tenant).
  - Are prohibited by state or local law.
2. Work with the CFPB to investigate and bring enforcement actions against debt collectors that engage in collection practices that violate the Fair Debt Collection Practices Act in their collection of rental debt, which may include junk fees.<sup>1</sup>

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<sup>1</sup> See, e.g., April Kuehnhoff, et al., Nat’l Consumer Law Ctr., *Unfair Debts With No Way Out: Consumers Share Their Experiences With Rental Debt Collectors* (2022), <https://www.nclc.org/resources/unfair-debts-with-no-way-out/>.

3. Develop guidance or rules that prevent the imposition of unavoidable and exploitation junk fees, such as the fees described above in recommendation number 1. Work with the CFPB to develop guidance or rules under the Fair Debt Collection Practices Act stating that it is an unfair debt collection practice to collect such fees.
4. Develop guidance or rules to mandate that online platforms for rental advertisements, such as Zillow or Apartments.com, require disclosure of all fees—including fees charged before and after signing a lease—for a rental.
5. Work with the CFPB and HUD to study and address the disproportionate impact of these practices on renters and rental applicants of color.

## I. JUNK FEES MAKE RENTAL HOUSING EVEN MORE UNAFFORDABLE

Even before the COVID-19 pandemic, many renters struggled to find safe and stable housing, in part because of the severe affordable housing shortage. Pre-pandemic, over 20 million renter households were burdened with housing costs that threatened their financial security.<sup>2</sup> The COVID-19 economic crisis has only exacerbated this housing affordability crisis.<sup>3</sup>

Renters now face not only an affordable housing shortage and sky-high rent prices,<sup>4</sup> but also a number of junk fees that they must pay to secure and maintain housing. Junk fees add to the already heavy burden that exorbitant rents place on renters, with over 40% of renter households—19 million households—in the United States being “cost

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<sup>2</sup> Joint Ctr. for Hous. Studies of Harvard Univ., *America’s Rental Housing 26* (2020), <https://www.cbpp.org/research/poverty-and-inequality/tracking-the-covid-19-economys-effects-on-food-housing-and>.

<sup>3</sup> See Andrew Aurand, et al., Nat’l Low Income Hous. Coal., *The Gap: A Shortage of Affordable Homes 1–2* (2021), [https://reports.nlihc.org/sites/default/files/gap/Gap-Report\\_2021.pdf](https://reports.nlihc.org/sites/default/files/gap/Gap-Report_2021.pdf); see also Ctr. on Budget & Pol’y Priorities, *Tracking the COVID-19 Economy’s Effects on Food, Housing, and Employment Hardships* (2021), <https://www.cbpp.org/research/poverty-and-inequality/tracking-the-covid-19-economys-effects-on-food-housing-and>.

<sup>4</sup> Although the increase in rent prices has slowed in recent months, rent prices still continue to grow faster than they did before the beginning of the COVID-19 pandemic. Diana Olick, *Rent growth slows to the lowest level in 18 months*, CNBC (Nov. 17, 2022), <https://www.cnbc.com/2022/11/17/rent-growth-slows-to-the-lowest-level-in-18-months.html>; see also Monica Potts & Holly Fuong, *Rents Are Still Higher Than Before the Pandemic—And Assistance Programs Are Drying Up*, FiveThirtyEight (Jan. 9, 2023), <https://fivethirtyeight.com/features/rents-are-still-higher-than-before-the-pandemic-and-assistance-programs-are-drying-up/>. The average rent increase for one- and two-bedroom apartments from 2021 to 2022 was 24.2%. Jennifer Brozic & Andrew Depietro, *Credit Karma, Average rent increase in the U.S. in 2022: A Credit Karma Study* (2022), <https://www.creditkarma.com/insights/i/average-rent-increase#average-rent-increase-over-the-years>.

burdened,” i.e., paying over 30% of their income on housing costs.<sup>5</sup> Various advocates who responded to NCLC’s survey (discussed below) emphasized the ubiquity of junk fees, with a Colorado advocate stating that very few landlords in their state do *not* charge these fees.

While a renter may be able to manage and plan for high rents if they know about them in advance, they may not be expecting an array of junk fees, which could push them over their budgets. As an advocate from South Carolina explained, landlords will advertise rentals for \$1100, but after pet fees, deposits, utility deposits, third-party company deposits, pest control fees, valet trash fees (which people rarely would opt to use and often does not actually exist in practice), the rent will be up to \$1800 per month.

Corporate and larger landlords in particular impose many fees,<sup>6</sup> and such landlords have become a growing share of housing providers in the U.S.<sup>7</sup> As one advocate from New York commented, the larger rental property owners are the most egregious with respect to junk fees.

In some cases, state law or local ordinances may actually prohibit housing providers from charging certain types of fees, but enforcement of those laws is difficult. Housing providers may also impose junk fees as a way to circumvent legal limits on rent increases. For example, two California advocates commented that since the passage of a state law that limits rental increases, they have seen an increase in landlords finding any other way to charge renters more money.

One Louisiana advocate provided a helpful summary of some of the conditions leading to abusive junk fees:

Our office is deeply concerned about junk fees charged to low-income renters. The proliferation of extremely long boilerplate leases such as the model National Apartment Association lease has provided cover for large, poorly-managed multifamily apartment complexes to justify charging hundreds of dollars in fees to tenants despite failing to deliver on their own

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<sup>5</sup> Press Release, U.S. Census Bureau, More Than 19 Million Renters Burdened by Housing Costs (Dec. 8, 2022), <https://www.census.gov/newsroom/press-releases/2022/renters-burdened-by-housing-costs.html#:~:text=DEC.,by%20the%20U.S.%20Census%20Bureau> (data from 2017-2021 period).

<sup>6</sup> See Bo McMillan & Reggie Jackson, *Corporate Landlords Profit from Segregation, at Cost of Black Homeownership and Wealth*, Shelterforce (October 19, 2022), <https://shelterforce.org/2022/10/19/corporate-landlords-profit-from-segregation-at-cost-of-black-homeownership-and-wealth/> (“One 2022 paper from the University of California uncovered how a major profit strategy for corporate landlords has been to saddle tenants with a litany of atypical charges and fees in addition to rent hikes”).

<sup>7</sup> Heather Vogell, *When Private Equity Becomes Your Landlord*, ProPublica (Feb. 7, 2022), <https://www.propublica.org/article/when-private-equity-becomes-your-landlord>.

basic promises. The extreme power imbalance between low-income renters seeking affordable housing in a constrained market makes it even easier for these abuses to go un-checked.

## **II. JUNK FEES JEOPARDIZE ACCESS TO FUTURE HOUSING AND FINANCIAL STABILITY**

If a tenant ultimately cannot afford to pay the unavoidable junk fees, the fees may become an alleged rental debt that a housing provider seeks to collect through a third-party debt collector who reports the account to the Big Three credit bureaus.

Alleged rental debt can haunt a renter long after they have vacated a housing unit—whether they left because of an eviction case or voluntarily moved out. Rental debt can lead to dunning by debt collectors and negative marks on credit reports, resulting in lowered credit scores.<sup>8</sup> Consumers may face demands for rental debt in eviction proceedings or in separate collection lawsuits. When a judgment enters against the consumer, creditors may use post-judgment collection remedies like wage or bank account garnishment.

Negative entries in a credit report usually create a long-term barrier to renters obtaining new housing. 90% of landlords run credit checks on all potential tenants,<sup>9</sup> often automatically rejecting applicants who are alleged to owe money to former landlords and who have lower credit scores.<sup>10</sup> This barrier to housing disproportionately affects renters of color. According to the National Equity Atlas, 63% of people with rent arrears are people of color.<sup>11</sup> And when the COVID-19 economic crisis hit, Black consumers already had lower credit scores as a group than white consumers due to historic and current discrimination and the racial wealth gap.<sup>12</sup>

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<sup>8</sup> See Nat'l Consumer Law Ctr., *Assisting Consumers with Rental Debt During COVID-19: Legal Aid and Non-Profit Attorneys Share Their Experiences* (2021), [https://www.nclc.org/images/pdf/credit\\_reports/Dec-14-Letter-to-CFPB-Director-Chopra-re-Rental-Debt-Survey.pdf](https://www.nclc.org/images/pdf/credit_reports/Dec-14-Letter-to-CFPB-Director-Chopra-re-Rental-Debt-Survey.pdf).

<sup>9</sup> *TransUnion Independent Landlord Survey Insights*, TransUnion SmartMove (Aug. 7, 2017).

<sup>10</sup> See Nat'l Consumer Law Ctr., *Salt in the Wound: How Eviction Records and Back Rent Haunt Tenant Screening Reports and Credit Scores* (2020), [https://www.nclc.org/images/pdf/special\\_projects/covid-19/IB\\_Salt\\_in\\_the\\_Wound.pdf](https://www.nclc.org/images/pdf/special_projects/covid-19/IB_Salt_in_the_Wound.pdf).

<sup>11</sup> Nat'l Equity Atlas, *Rent Debt in America: Stabilizing Renters is Key to Equitable Recovery* (last visited Jan. 3, 2023), <https://nationalequityatlas.org/rent-debt>.

<sup>12</sup> See Chi Chi Wu, *Reparations, Race, and Reputation in Credit: Rethinking the Relationship Between Credit Scores and Reports with Black Communities*, Medium (Aug. 7, 2020), [https://medium.com/@cwu\\_84767/reparations-race-and-reputation-in-credit-rethinking-the-relationship-between-credit-scores-and-852f70149877](https://medium.com/@cwu_84767/reparations-race-and-reputation-in-credit-rethinking-the-relationship-between-credit-scores-and-852f70149877).

The problem of rental debt continues to grow, and the number of third-party debt collectors collecting rental debt has increased dramatically. According to a report commissioned by TransUnion, “[t]he most significant change” in the type of debt collected by third-party debt collectors during 2022 was in tenant-related debt “given the end of the eviction moratorium.”<sup>13</sup> The report found that 33% of the 113 third-party debt collection companies surveyed collected “tenant/landlord or rental debt” in 2022, compared to just 7% in 2021,<sup>14</sup> 5% in 2020,<sup>15</sup> and 8% in 2019.<sup>16</sup> In 2022, 24% of survey respondents listed rental debts as one of the three types of debts most commonly collected by that collection agency.<sup>17</sup>

A Louisiana advocate summarized the credit reporting and debt collection harms of junk fees:

Junk fees are extremely difficult to contest after a tenant has moved out, especially as landlords in our city usually don't sue for unpaid balances but rather "park" debts on tenants' credit reports through their collections agency partners. The fissured nature of corporate property ownership and the lack of communication from property management make it extremely difficult to get in touch with someone who has the authority to correct an artificially inflated balance. Landlords are not required to substantiate the alleged fees, and collections agencies deflect any attempts to contest the specifics of balances, insisting that they rely on the creditors' own representation of what is owed. The alleged debt acts as a barrier for tenants attempting to obtain new housing, and if a tenant believes she may owe part of the balance she is unlikely to see any attempt to dispute the specifics of her balance as futile (and understandably so).

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<sup>13</sup> AiteNovarica, Charting the Course and Steering Toward Success: The Collections Industry in 2022, at 5 (2022), <https://www.tlo.com/content/dam/tlo/us/documents/dm-22-f108172-3pc-aite-novarica-collections.pdf>.

<sup>14</sup> AiteNovarica, A Transition to the Next Normal: The Collections Industry in 2021, at 13 (2021), <https://solutions.transunion.com/3PC-aite-report-2021/>.

<sup>15</sup> Aite, A Year of Pivots, Challenges and Opportunities: The Collections Industry in 2020, at 13 (2021), <https://solutions.transunion.com/collections-annual-report-2020>.

<sup>16</sup> Aite, Challenges, Trends and Innovations: The State of Third-Party Collections, at 10 (2019), [https://www.insidearm.com/documents/2330/TU-Aite\\_Group\\_Third-Party\\_Collections\\_Annual\\_Report.pdf](https://www.insidearm.com/documents/2330/TU-Aite_Group_Third-Party_Collections_Annual_Report.pdf).

<sup>17</sup> AiteNovarica, Charting the Course and Steering Toward Success: The Collections Industry in 2022, at 18 (2022), <https://www.tlo.com/content/dam/tlo/us/documents/dm-22-f108172-3pc-aite-novarica-collections.pdf>.

### **III. SURVEY OF LEGAL SERVICES AND NONPROFIT ATTORNEYS CONDUCTED BETWEEN NOVEMBER AND DECEMBER OF 2022 REVEALS THAT TENANTS CONTINUE TO FACE AN ARRAY OF UNAVOIDABLE JUNK FEES**

To learn more about the junk fees charged to renters and rental housing applicants, NCLC first conducted a survey of legal services and nonprofit attorneys from around the country who work with clients in rental housing-related contexts between March and April 2022. NCLC, along with the National Housing Law Project, submitted the results of that survey as part of a comment in response to the CFPB's Request for Information Regarding Fees Imposed by Providers of Consumer Financial Products or Services, Docket No. CFPB-2022-003 (the comment submitted to the CFPB is attached as Addendum 1 to this comment).

To obtain additional and updated information about the state of rental housing-related junk fees, NCLC conducted a follow-up survey of legal services and nonprofit attorneys between November and December of 2022. The survey asked respondents to indicate whether they had seen the fees listed in Figure 1 below assessed as part of rental housing (respondents also had the option of selecting "no fees," but no respondents did). The survey also asked respondents to provide details about the types of fees that they have seen and any other relevant information. We received 95 responses.<sup>18</sup>

Almost all survey respondents (89%) reported that landlords impose rental application fees. Nearly as many (87%) stated that landlords charge excessive late fees. Well over half of respondents observed utility-related fees (73%), processing or administrative fees (68%), convenience fees (60%), insurance fees (59%), and notice fees (56%). A little less than half of respondents reported fees charged by new corporate landlords (41%). A quarter of respondents stated that landlords impose high risk fees (25%) and slightly less than a quarter observed charges in lieu of a security deposit (24%). The fewest number of respondents observed check cashing fees (21%) and fees to report payment information to the credit bureaus (7%). 61% of respondents also reported that landlords charge "other" types of fees (we discuss what some of these "other" fees are in detail below).

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<sup>18</sup> Not all respondents provided narrative responses about the fees they reported seeing.

**FIGURE 1**  
**Percent of Respondents Observing Type of Fee Assessed in Rental Housing**  
(n=95)



Geographically, the respondent population came from diverse locations. The survey asked respondents in what state they work. The 95 respondents came from 26 states and Washington, DC. The states with the most representation among respondents were New York and Ohio, with 13 respondents each. Overall, however, there was wide dispersion of residents over different states, as set out in Table 1 below.

TABLE 1

### Survey Respondent Distribution According to State of Practice

STATE/STATES	NO. OF RESPONDENTS PER STATE	PERCENTAGE
New York / Ohio	13 (x2 states)	27.4%
Texas	10	10.5%
California / Colorado	8 (x2 states)	16.8%
Georgia / Minnesota	5 (x2 states)	10.5%
Florida / Maryland / Washington	3 (x3 states)	9.5%
AR / IN / MT / NE / PA / SC / UT	2 (X7 states)	14.7%
AK / AL / AZ / IL / LA / MA / MO / NM / VA / Washington, DC	1 (x10)	10.5%
<b>Total</b>	<b>95</b>	<b>100%</b>

Below is a non-exhaustive list and discussion of the rental housing-related junk fees that survey respondents reported. We ordered the discussion from the most common fees to the least common, according to the survey results. Additionally, attached as Addendum 2 is a lease and ledger that a Georgia advocate's client shared with us. Those documents provide an example of some of the junk fees described below.

## **A. Rental Application Fees**

89% of survey respondents reported observing rental application fees. These respondents came from 26 states.<sup>19</sup>

These ubiquitous, nonrefundable fees—which landlords typically charge per adult applicant—can be higher than the housing provider's actual cost to process the application and may be assessed even when no rental unit is in fact available.<sup>20</sup> Some jurisdictions cap these fees, though some advocates have reported seeing non-compliance with these laws.

### *1. Application fees can range from \$25 to as high as \$350*

Advocates reported seeing application fees in the amounts described below:

- Arkansas. One advocate reported that fees generally range from \$25 to \$50, though another reported seeing fees ranging from \$25 all the way to \$100.
- California. One advocate commented that they routinely see application fees ranging from \$50 to \$150 per person. Another noted that local property managers all charge around \$50 to apply for each unit.
- Florida. An advocate stated that application fees are typically around \$75 per person.
- Georgia. An advocate reported seeing fees ranging from \$75 to \$125.
- Illinois. An advocate described seeing \$50 fees.
- Louisiana. An advocate stated that they have seen fees of \$50.

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<sup>19</sup> AK, AL, AR, AZ, CA, CO, DC, FL, GA, IL, IN, LA, MA, MD, MN, MT, NE, NM, NY, OH, PA, SC, TX, UT, VA, and WA.

<sup>20</sup> For more on application fees, see Eric Dunn, *The Case Against Rental Application Fees*, 30 Geo. J. on Poverty L. & Pol'y 21 (2022).

- Maryland. One advocate stated that a few years ago these fees ranged from \$25 to \$50, but now these fees can be as high as \$125. Another explained that landlords almost always charge their state's \$25 nonrefundable limit, but that landlords usually charge more than that for background credit history, and tenant screening checks where actual expenses may be charged.
- Minnesota. An advocate stated that rental application fees in their state range from \$30 to over \$200.
- Montana. One advocate stated the range in their state is \$25 to \$75, while another has seen \$25 to \$50 per adult applicant.
- Ohio. One advocate reported that a \$50 fee is standard, though two others indicated that the fees can exceed that amount.
- South Carolina. One advocate stated that they usually see application fees ranging from \$40 to \$60, but another commented that these fees range from \$50 to \$350.
- Texas. An advocate reported that fees range from \$30 to \$55.
- Washington. An advocate reported that fees range from \$45 to \$60.

*2. Some landlords charge application fees even if they know the application will never be approved*

A Georgia advocate stated that landlords charge application fees even if they know the applicant will never be eligible—for example, because they never rent to anyone with a criminal record. A South Carolina advocate similarly noted that landlords will often say that an applicant will be approved even though they have an eviction record, seemingly to convince the applicant to pay the fee, and then ultimately will reject the applicant. A Maryland advocate similarly stated that landlords charge application fees even when the landlord knows they will deny the applicant.

An Ohio advocate explained that most of the time, the landlord does not disclose its screening criteria up front, meaning that tenants do not know what will disqualify them when they apply. As is the case in other states, this results in applicants paying fees even if they would be automatically rejected.

3. *Landlords may accept more applications and thus application fees than the amount of vacancies may justify*

One Georgia advocate reported that some landlords accept applications from far more potential tenants than a single vacant unit would justify, presumably so they can generate revenue through application fees. Similarly a California advocate posited, if 100 people apply for one apartment and each one pays \$40 or \$50 to the landlord, what amount of money does the landlord actually spend on credit checks?

## **B. Excessive Late Fees**

87% of survey respondents reported observing excessive late fees. These respondents came from 26 states.<sup>21</sup>

Many advocates reported seeing clients charged very high late fees, sometimes in violation of state law. Various advocates also stated that landlords violated state law limits on late fees as well as other laws governing these fees. As a Utah advocate commented, these fees can be punitive rather than an actual estimate of the landlord's expenses. Indeed, late fees can be a profit center, which may give landlords an incentive to trigger them.<sup>22</sup>

1. *Steep late fees can take the form of a daily charge, a flat fee plus a daily charge, or a percentage of the rent*

- Alaska. An advocate reported fees of \$25 per day.
- Arkansas. An advocate reported fees of \$15 per day for every day late, which can cause late fees as high as 100% of the principal rent.
- California. One advocate reported seeing very high late fees, including one of \$200. A second advocate stated that they see late fees as high as \$75 per day past the fifth of the month. A third advocate reported that landlords charge a 10% late fee.

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<sup>21</sup> AK, AL, AR, AZ, CA, CO, FL, GA, IL, IN, LA, MA, MD, MN, MO, MT, NE, NM, NY, OH, PA, SC, TX, UT, VA, and WA.

<sup>22</sup> For centuries, the common law prohibited penalty fees or liquidated damages provisions that exceeded the cost of the transgression. Part of the reason was that over-compensatory fees create strong incentives for the receiving party (in this case, the landlord) to engage in practices that induce a breach or transgression. See Chi Chi Wu, Nat'l Consumer Law Ctr., Restoring the Wisdom of the Common Law: Applying the Historical Rule Against Contractual Damages to Bank Overdraft Fees (2013), <https://www.nclc.org/wp-content/uploads/2022/09/common-law-overdraft-fees.pdf>.

- Georgia. One advocate explained that sometimes late fees are a percentage of the monthly rent, rather than a flat fee. A second advocate reported seeing fees of \$200 or more on apartments with rents of \$1000 per month. A third advocate reported that late fees often exceed 10% of the rent—and courts usually consider 10% of the rent to be reasonable.
- Indiana. An advocate reported seeing some leases with a \$50 fee and then a \$5 per day fee until paid in full.
- Minnesota. One advocate stated that fees often are \$10 or \$15 per day. Another advocate noted that some landlords compound late fees.
- Montana. An advocate reported that landlords charge \$10 per day for each late payment.
- Nebraska. One advocate commented that they frequently see \$5 per day fees (though the largest fee was \$20 per day) in addition to a set fee of \$75 from the biggest landlords. A second advocate saw a similar pattern: a \$20 per day fee on top of a flat fee of \$50.
- Ohio. One advocate stated that late fees are ubiquitous and often in excess of \$15 per day and at least \$100 per month. A second advocate stated the most common fee is \$5 per day perpetually and that they also see three separate charges per month for a continued back balance that adds up to \$100 or more. This advocate also noted that most landlords do not accept partial payments, meaning that fees get tacked on, preventing the timely payment of rent and leading to an ongoing balance that accrues more fees. This cycle ultimately leads to eviction. A third advocate commented that in some circumstances, these late fees account for more than 50% of the overall rent. A fourth advocate noted that some late fees come in “too early.” A fifth advocate commented that for some subsidized tenants, late fees double (or more) the rent.
- Pennsylvania. An advocate typically sees a \$60 fee charged on the fifth of the month and then \$10 per day thereafter.
- Texas. An advocate offered the example that tenants are charged \$25 after three days and then \$5 each day until the rent/amount owed is paid in full.
- Utah. An advocate reported seeing fees in excess of \$75 for one day late plus \$10 to \$20 daily.

## *2. Some landlords violate legal limits on late fees and other laws governing late fees*

Advocates in many states, including Colorado, Maryland, Minnesota, New York, Ohio, Texas, and Virginia, reported that landlords charge late fees in excess of state law limits. A Maryland advocate reported that although their state caps late fees at 5% of the monthly rent, some out-of-state landlords charge as high as 10 to 15%. A Minnesota advocate emphasized that few renters are aware of the statutory limit on excessive fees. A Virginia advocate explained that late fees are legally capped at 10% of the periodic rent, but many landlords (usually smaller or individual ones) charge excess fees or have a \$X per day clause in their leases. A Colorado advocate noted that even though their state has a new cap on late fees the lease itself may still provide for excessive late fees.

New York advocates noted other potential violations of state law. For example, landlords include late fees in eviction proceedings but fail to disclose that the rental arrears for which they are suing contain those late fees (which in New York are not recoverable in a summary eviction proceeding). Additionally, some landlords charge late fees every month where a tenant receives a subsidy that covers the full rent but makes two payments per month; such charges are illegal, but landlords can get away with the practice when tenants lack legal representation.

Various advocates also noted other problematic practices. A New York advocate emphasized that landlords charge late fees on late fees. In other words, if a tenant is late in paying rent one month the landlord charges a late fee, and until the tenant pays that fee—even if thereafter they pay the rent timely—the landlord continues to charge a late fee each month because the tenant’s ledger still carries a balance. A Maryland advocate noted that landlords may charge late fees when the voucher portion of the rent is late, or even when the landlord failed to apply the voucher payment. A Montana advocate commented that landlords continue to charge daily late payments even when there is a dispute about the lateness.

### **C. Utilities-Related Fees**

73% of survey respondents reported observing utility-related fees. These respondents came from 22 states.<sup>23</sup>

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<sup>23</sup> AK, AR, AZ, CA, CO, DC, FL, GA, IN, LA, MD, MN, MT, NE, NM, NY, OH, SC, TX, UT, VA, and WA.

Some advocates emphasized that overcharging was common, as were processing, administrative, and service fees. Various advocates emphasized that fee payments went to third-party companies. Some advocates also stated that landlords fail to delineate what various utility-related charges are for.

- Alaska. An advocate reported fees of \$25 per month.
- California. An advocate commented that tenants must pay fees for group billing, most commonly to Conservice. Another advocate commented that corporate landlords in particular charge something called “ratio utility billing system” (RUBS) contract fees, which are onerous and impossible for the tenant to investigate or challenge.
- Florida. An advocate stated that these fees are usually \$3 to \$5 per month for something related to utility reading or payments. The advocate noted that the fee seems to be something the utility billing provider adds on for the “privilege” of the tenant being sent a utility bill. These fees are especially prevalent in multi-family housing that is not sub-metered and uses an alternative billing method, though the advocate has also seen these fees in sub-metered multi-family housing as well.
- Georgia. One advocate indicated that these fees range from \$7 to \$50 per month. A second advocate emphasized that tenants must pay billing charges for each utility in addition to the actual usage. A third advocate stated that overcharging utilities as part of monthly rent is extremely common in their state despite a specific state law prohibiting water overcharges. A fourth advocate stated that one local landlord has separate monthly charges for water, which seem to far exceed what the landlord pays to the county.
- Maryland. One advocate noted that many landlords charge a processing fee for payment of the utilities. A second advocate reported that there has been a shift from all or some utilities being included in the rent to ratio billing systems, often with a third-party billing company involved. Bills can fluctuate wildly and be redundant; YES Energy Management and Conservice are frequent sources of complaints. A third advocate reported that landlords charge water bills without proof that the tenants owe them, with some landlords diverting rent payments to pay water bills, which results in a continuing cycle of late rent and begets more late fees.

- Minnesota. One advocate said that some landlords create private utilities—they buy from the actual utility, but bill tenants separately and charge monthly fees. A second advocate noted that landlords commonly hire outside companies to calculate “shared meter” fees for large rental complexes and that tenants typically end up paying \$3 to \$7 per month for somebody to compile a bill for them. A third advocate commented that the statute controlling how owners can bill for utilities in single-meter residential buildings is either ignored or improperly implemented, resulting in renters overpaying.
- Montana. An advocate stated that landlords require tenants to pay utilities through a third party that charges a fee per payment.
- Nebraska. An advocate reported that landlords charge for metering and distributing bills for shared services like water and sewer.
- New Mexico. An advocate commented that landlords charge illegal administration fees.
- New York. One advocate described heat monitoring fees and water fees.
- Ohio. Two advocates stated that tenants are required to pay for utilities for common areas. Three other advocates mentioned that tenants must pay fees for generated utility bills or utility-specific process/administrative fees. Another advocate reported seeing excessive charges for utilities, charges for utilities not in the lease, and charges for past tenants’ utility bills. An additional advocate commented that utilities-related fees are just reflected as “utilities” on the ledgers, with no delineation and noted that they see late charges for utilities rolled into these fees. Similarly, another advocate noted that some landlords use submetering companies and are not clearly showing how utility bills are calculated.
- South Carolina. One advocate reported that many landlords, especially large landlords, contract with a third party (e.g., Conservice) to meter the tenants’ utilities and bill them. These third parties charge a setup fee and a monthly service fee of around \$5; tenants cannot avoid these fees because a mandatory utility addendum requires them to use the service and allows the service fee to go up. The same advocate stated that they frequently see landlords and the third-party companies bill for a split of the utilities among the whole complex, which results in splits that seem unreasonable and bills that are higher than what a tenant’s independent usage would be.

- Texas. An advocate reported that the utilities fees are disproportionately higher than the utilities.
- Washington. One advocate reported that some landlords put the bill in their own name, then charge a surcharge for the service of putting the paper bill in an envelope and sending it to the tenant. Another advocate described administrative fees, monthly billing fees, and monthly service fees.

#### **D. Processing or Administrative Fees**

68% of survey respondents reported observing processing or administrative fees. These respondents came from 22 states.<sup>24</sup>

Many advocates reported that these fees—the purposes of which are not always clear—are increasingly common. For example, a Colorado advocate stated that they have seen administrative fees of \$12 to \$25 in most leases they have reviewed. And an advocate in Minnesota said that one-time administrative fees of \$250 or higher are a growing issue in their state, with at least 10% of written leases having a fee of this type in place at the signing of the lease.

These are often one-time fees, but not always. For example, the same Minnesota advocate cited in the previous paragraph added that they are starting to see an increase in monthly administrative fees that are usually around \$10 per month. A second Minnesota advocate similarly stated that housing providers charge monthly administrative fees for unspecified management tasks in amounts ranging from \$10 to \$20. Similarly, a Georgia advocate stated that these fees are often a monthly charge above the rent that are usually 10% of the rent amount.

##### *1. Landlords often fail to explain the purpose of these fees charge unspecified or unexplained administrative processing fees*

Advocates in many states, including Colorado, Georgia, Minnesota, Montana, New York, and Ohio reported that landlords often charge unspecified or unexplained administrative processing fees. For example, a Montana advocate commented that these fees often appear random and unconnected to the actual cost of doing anything. An advocate from Colorado similarly noted that it is unknown what these fees are for and why they are not included in the rent. And an Ohio advocate stated they see items listed as “online payment fees” or simply “administrative fees.”

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<sup>24</sup> AL, AR, AZ, CA, CO, DC, FL, GA, IN, LA, MD, MN, MT, NE, NM, NY, OH, SC, TX, UT, VA, and WA.

Sometimes advocates had some sense of what these fees are for. For example, one Ohio advocate described these as fees charged for the processing of payments, notices, filings, and more. A second Ohio advocate stated that sometimes these fees are charged at the beginning of the lease, sometimes for providing copies of the lease or community rules or to use a tenant portal. A Nebraska advocate stated that landlords started charging administrative fees for cooperating with the Emergency Rental Assistance Program.

*2. Some landlords charge administrative fees for applications on top of application fees and/or other charges or at the beginning of the tenancy*

A Utah advocate stated that administrative fees are paired with the rental application fee; for example, a landlord might charge \$80 for the rental application and \$50 for processing/administrative. Similarly, a Louisiana advocate reported that applicants must frequently pay a “processing fee” related to an application of around \$150 on top of the security deposit and application fee. And a Georgia advocate emphasized that this fee is in addition to the application fee and noted that one landlord charges a \$175 move-in fee that it does not explain. An Arkansas advocate also explained that many landlords charge \$25 to \$100 in “admin fees” for applications (this appears to be on top of rental application fees). A South Carolina advocate described seeing an additional \$10 to \$15 in processing fees on an application.

A Washington advocate commented that landlords charge one-time administrative fees of several hundred dollars at the time the tenancy starts. A Nebraska advocate similarly reported that landlords usually charge these fees after an application has been accepted and the lease has been signed.

## **E. Convenience Fees**

60% of survey respondents reported observing convenience fees. These respondents came from 23 states.<sup>25</sup>

A growing number of housing providers charge “convenience” fees when tenants pay their rent. Some housing providers no longer accept payment in person or by check, meaning that tenants have to pay their rent online. An Ohio advocate, for example, commented that most landlords have stopped accepting in-person payments or

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<sup>25</sup> AK, AL, AR, AZ, CA, CO, DC, FL, GA, IN, LA, MD, MN, MT, NE, NM, NY, OH, SC, TX, UT, VA, and WA.

penalize the tenant for using them. One Texas advocate reported a \$15 in-person rent payment fee, and another Texas advocate explained that there are fees for paying in forms other than the online portals.

Advocates in many states, including California, Georgia, Indiana, Maryland, Montana, New York, Ohio, and Virginia, reported convenience fees where online payment was mandatory. Although they did not specify whether online payment was mandatory, advocates in New Mexico, Utah, and Washington also noted that online payments come with extra fees.

Some advocates specifically commented that tenants must now pay rent through third-party companies that charge fees. For example, an Ohio advocate explained that landlords use third party companies to accept rent and that a fee is charged along with each rental payment. A Utah advocate similarly reported that landlords are requiring payment through RealPage, which charges \$1.95 for echeck.

Advocates from many states reported that tenants could pay rent through a variety of methods, but that they incurred fees regardless of the method chosen. For example, one Ohio advocate reported that landlords sometimes charge fees for every type of payment allowed and that those fees range from \$2 to \$20. A Washington advocate similarly reported seeing fees for paying by cash, check, and mail, as well as fees for using an online system. One New York advocate reported that tenants must pay a fee for paying with a credit or debit card, while another New York advocate stated that tenants must pay a fee for paying rent in person. A California advocate noted that fees are imposed for online or phone payments. A South Carolina advocate commented that some housing providers allow tenants to pay at 7/11 or Walmart locations, but that fees are imposed for that as well.

Advocates in many states, including Alaska, Ohio, and South Carolina, reported credit card transaction fees. (Such fees might be legitimate if they only cover the cost of the interchange/merchant fees, unless there is no other way to pay rent except by credit or debit card, or any fee-free method.<sup>26</sup>)

A New York advocate commented that landlords assess fees for paying in multiple installments; this is particularly an issue for tenants who pay by money order and may not be able to purchase a single money order for the full rent amount.

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<sup>26</sup> See Nat'l Consumer Law Ctr., *Consumer Banking and Payments Law* § 5.10.3.1 (6th ed. 2018), updated at [www.nclc.org/library](http://www.nclc.org/library) (discussing interchange fees).

## F. Insurance Fees

59% of survey respondents reported observing insurance fees. These respondents came from 20 states.<sup>27</sup>

Advocates reported a number of issues with insurance fees.<sup>28</sup> For example, some advocates explained that tenants must get insurance for the landlord and may not understand that the insurance does not cover the renter. Others noted that the tenant may be required to have insurance for the landlord even if the lease does not specifically require this. Some advocates reported that tenants must get insurance for themselves on top of insurance for the landlords. Some also stated that landlords charge fees for not having insurance for the tenants or the landlord. Others emphasized that the tenant must use the insurance company the landlord chooses.<sup>29</sup> Another issue that advocates raised is that misunderstandings arise concerning reporting requirements and paperwork.

- Arkansas. An advocate stated that tenants must have landlord-approved renter's insurance or a fee will be charged.
- California. An advocate reported that tenants in some corporate-run properties have no choice—they must pay monthly fees for “renter's insurance” under the lease terms.
- Colorado. An advocate reported seeing leases where, if a person does not have renter's insurance, the landlord will charge a fee for their own insurance on top of a penalty fee to the tenant for not separately procuring their own insurance. This advocate also noted that they have seen penalty fees assessed when tenants get their own insurance rather than using the landlord's insurance.
- Florida. An advocate noted that landlords charge tenants a fee if they do not provide their own rental insurance.
- Georgia. An advocate stated that landlords frequently require tenants to purchase insurance products that only cover the landlord, not the tenant. The tenant will then also need to find and pay for their own separate renter's

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<sup>27</sup> AL, AR, AZ, CA, CO, FL, GA, IN, LA, MD, MN, MT, NE, NM, NY, OH, SC, TX, VA, and WA.

<sup>28</sup> LeaseLock, a “lease insurance provider,” is discussed separately in Section J.

<sup>29</sup> Such practices are reminiscent of abuses by mortgage and auto lenders in imposing high-priced force placed insurance on borrowers. See Nat'l Consumer Law Ctr., *Mortgage Servicing and Loan Modifications* §§ 2.7, 3.6.1 (2019), *updated at* [www.nclc.org/library](http://www.nclc.org/library); Nat'l Consumer Law Ctr., *Unfair and Deceptive Acts and Practices* § 9.5.10 (10th ed. 2021), *updated at* [www.nclc.org/library](http://www.nclc.org/library).

insurance. The same advocate also noted that LeaseLock (separately discussed in Section J) is a player in this space. Another advocate reported that landlords tell tenants that they must get renter's insurance, but what they really mean is that the tenant must take out a policy to cover their liability to the landlord (more like landlord's insurance) and that the landlord must be listed as a beneficiary on the policy. If the tenant does not get the insurance, they must pay monthly penalties—the advocate reported seeing up to \$75 per month.

- Louisiana. An advocate reported that they frequently see tenants paying a monthly \$14 “liability insurance” fee due to a form addendum in the National Apartments Association form lease. The tenant does not appear to have any ability to choose their own insurance coverage—it is simply an added monthly fee.
- Maryland. An advocate commented that occasionally, if a tenant does not purchase renter's insurance and add management to the policy, a fee is imposed.
- Minnesota. An advocate noted that most landlords that require tenants to get insurance require that the landlord be named as one of the insured parties. Another advocate stated that landlords not only require proof of renter's insurance, but also that the tenant purchases renter's insurance that the landlord has chosen. This prevents the tenant from shopping for rates they can best afford.
- Missouri. An advocate similarly reported seeing an uptick in landlords that demand that tenants purchase “so-called” renter's insurance, which actually protects the landlord from liability more than the tenant.
- Montana. An advocate stated that insurance fees include both force placed insurance and a penalty fee for failure to provide proof of insurance or renewal despite insurance actually being in place. Another advocate noted that landlords impose rental insurance on tenants if they do not have their own and impose a monthly charge.
- Nebraska. An advocate stated that landlords charge an insurance fee if tenants do not have their own renter's insurance. The same advocate noted that tenants have to prove that they have renter's insurance and there can be mix-ups with the paperwork.

- New York. An advocate stated that landlords charge a monthly fee even when the tenant provides a “rental ins. cert.”
- Ohio. One advocate explained that if a tenant does not have insurance, the landlord charges the tenant a fee for insurance, but noted that it is not clear that the landlord actually purchases insurance. A second advocate reported seeing insurance fees even though the tenant has purchased renter’s insurance. A third advocate noted that these fees are sometimes required by the lease, usually in the case of a corporate landlord. In contrast, another advocate reported that these fees are often absent from the lease.
- South Carolina. An advocate stated that some housing providers charge an administrative fee to make sure the tenant has insurance without actually checking to ensure that the tenant has insurance.
- Texas. An advocate reported that landlords charge fees if the tenant does not have renter’s insurance. Another advocate reported that they had a client who had the required insurance but because he did not understand he had to email it to the landlord, he was charged \$10 per month and actually received an eviction due to the late fees on the insurance fees (not the actual rent).
- Washington. An advocate stated that tenants have to pay landlord’s insurance and have to have renter’s insurance.

## **G. Notice Fees**

56% of survey respondents reported observing notice fees. These respondents came from 18 states.<sup>30</sup>

Some advocates emphasized that these fees are simply for printing and posting notices. The fees can be steep, particularly given the simplicity of this function. For example, a Utah advocate stated that landlords charge these fees—which are typically \$50— for printing out a piece of paper and taping it to a tenant’s door. A Washington advocate similarly noted that a landlord can print unlimited numbers of notices, so charging a fee after printing is basically printing money for a landlord.

Some advocates commented that corporate landlords and large inventory owners typically charge these fees. For example, a Minnesota advocate noted that this is a

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<sup>30</sup> AL, AR, AZ, CA, CO, FL, GA, IL, MD, MN, MT, NE, NY, OH, TX, UT, VA, and WA.

newly developing fee in their state that mostly out-of-state large inventory owners charge.

Various advocates, including advocates from California, Colorado, Ohio, Texas, and Washington reported that landlords charge fees for notices to vacate and eviction-related notices and paperwork. For example, an Ohio advocate said they most often see these fees for eviction filing notices. Another Ohio advocate noted that they see fees for three-day notices to vacate. A Colorado advocate reported that landlords regularly charge a fee for posting a Demand for Rent or Possession (which is potential eviction paperwork) on a tenant's door. At least two California advocates stated that they routinely see these fees added to ledgers when the landlords issue an alleged "tenant-caused notice" (e.g., a pay/quit or perform/quit notice).

Advocates in Alaska, Nebraska, New York, Texas, and Washington commented that landlords charge fees for late payment and nonpayment notices. For example, an Alaska advocate reported \$5 fees for late payment notices. A New York advocate stated that tenants incur significant legal fees for late rent notices even though the landlord did not commence legal action. An Illinois advocate reported that landlords charge \$15 to put up a 5-day notice.

Advocates in states such as Ohio reported other types of notice fees, including notices of rent increases, maintenance notices, and pest control notices.

Advocates reported that landlords may charge notice fees even if the notice is invalid or unsubstantiated. For example, a Florida advocate stated that landlords charge fees for issuing a notice even if the notice is bad or unsubstantiated. A Montana advocate reported that landlords generally charge \$35 per notice even if the notice is not valid. A California advocate commented that landlords charge these fees—which are becoming more common— even when the notice is legally invalid. This California advocate noted that property management companies have not responded to their advocacy to remove invalid fees.

Some landlords charge fees for legally required notices. For example, a Virginia advocate reported that some landlords charge an extra "administrative fee" when providing the pre-lawsuit notice required by law. Similarly, a Maryland advocate stated that landlords charge \$3 to \$5 for newly required failure-to-pay rent notices.

## H. New Fees Charged by Corporate or Private Landlords Who Purchased the Building

41% of survey respondents reported observing new fees charged by corporate or private landlords who purchased the building. These respondents came from 16 states.<sup>31</sup>

When new corporate or private landlords purchase a property, they often impose many new fees.<sup>32</sup> For example, a Minnesota advocate stated that anytime a new corporate landlord purchases a property, they add many extraneous fees. Similarly, a California advocate reported that when there are management or ownership changes and new leases are pushed onto existing tenants, the new leases almost always include additional fees. A Maryland advocate noted that tenants report that even though they have existing leases, new corporate landlords try to implement fees and change the lease before the existing lease expires. A Texas advocate commented that corporate landlords impose extreme increases in fees to create turnover.

The newly imposed fees include administrative, convenience, payment portal, billing and account, utility and other fees. For example, a Georgia advocate explained that every time a landlord is replaced with a larger corporate landlord, the tenants get new charges on their bill for items like “service fee,” “community management fee,” and “valet trash.” One Ohio advocate stated that they once saw a \$349 “new admin fee.” A California advocate stated that corporate landlords’ leases require tenants to pay a certain amount for sewer in water in addition to gas and electricity. A New York advocate described how when one corporate landlord took over a property that was formerly public housing it began charging a parking fee but failed to provide accessible parking spots.

A Florida advocate reported that tenants received the following from their housing provider: “All JWB residents are enrolled in the Resident Benefits Package (RBP) for \$30/month which includes HVAC air filter delivery (for applicable properties), credit building to help boost your credit score with timely rent payments, \$1M Identity Protection, utility concierge service making utility connection a breeze during your move-in, our best-in-class resident rewards program, and much more!”

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<sup>31</sup> AK, AL, AR, AZ, CA, CO, FL, GA, MD, MN, NE, NY, OH, SC, TX, and WA.

<sup>32</sup> Although many advocates commented that corporate landlords are the worst offenders when it comes to fees, one Washington advocate stated that small landlords are just as bad—they are just less organized.

## **I. High Risk Fees**

25% of survey respondents reported observing high risk fees. These respondents came from 13 states.<sup>33</sup>

Housing providers typically charge fees to tenants deemed “high risk” due to “insufficient” rental history, an eviction record, a low credit score, a criminal record, or other “adverse” information in a tenant screening report. Tenant screening companies may make this determination for housing providers.<sup>34</sup> A Maryland advocate noted that these fees may not always be disclosed. A Georgia advocate similarly explained that most landlords do not explain to the tenant why they’re being charged these fees, which are nonrefundable and have become very common in low-income neighborhoods and often replace a traditional security deposit. A Nebraska advocate stated that landlords ask tenants considered “high risk” to pay higher rent or an upfront fee.

These fees can be steep. For example, one New York advocate’s clients reported being asked to pre-pay up to a full year of rent based on a low credit score. A Texas advocate stated that landlords require two or three months’ rent as a security deposit due to a low credit score.

Advocates from various states, including Minnesota, Montana, South Carolina, and Washington, reported that these fees take the form of double or triple security deposits. A South Carolina advocate commented that some housing providers charge a double or triple deposit for “high risk tenants” or take an extra nonrefundable deposit; in one instance, the housing provider charged an additional \$15 per month for the duration of the lease.

## **J. Charges in Lieu of a Security Deposit**

24% of survey respondents reported observing charges in lieu of a security deposit. These respondents came from 13 states.<sup>35</sup>

Advocates from various states reported that landlords charge fees instead of a security deposit that are seemingly designed to avoid laws governing security deposits. As one Washington advocate explained, these fees mean that a tenant does not receive a

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<sup>33</sup> AZ, CO, FL, GA, LA, MN, MT, NE, NY, OH, SC, TX, and WA.

<sup>34</sup> For an example of a tenant screening company’s involvement in the high-risk determination, see the Appendix to Addendum 1 (showing a SafeRent Score Report from CoreLogic Rental Property Solutions (now SafeRent Solutions LLC)).

<sup>35</sup> CA, CO, FL, GA, IL, LA, MD, MN, NE, OH, SC, TX, and WA.

deposit back at the end of tenancy. A Georgia advocate reported that these charges, which are often \$500 or more, are very common and are imposed to avoid liability under the state's security deposit law. A Minnesota advocate commented that these additional fees equal double security deposits for "people with high barriers." A South Carolina advocate stated that tenants must pay these fees, which do not seem to protect the tenant in the case of damages, on a monthly basis.

A Texas advocate stated that landlords charge a move-out deposit of \$500 in cash, which is separate from the original security deposit.

Several advocates reported that landlords use security deposit replacement products.<sup>36</sup> For example, a Florida advocate reported that landlords impose a "Lease lock type of fee"<sup>37</sup> or a nonrefundable "deposit waiver" fee. A Georgia advocate explained that although the security deposit alternative sometimes takes the form of an up-front fee, it can also be in the form of a security deposit alternative product that the tenant must pay every month—in both circumstances, the fee is nonrefundable. A Louisiana advocate described their clients' experience with a security deposit alternative product called Jetty Residential Tenant Bond:

We have seen several apartment complexes owned by a common developer in the New Orleans area utilizing a service called "Jetty Residential Tenant Bond," in which the tenant pays a non-refundable "premium" (which is more like a monthly fee) that ensures coverage for the landlord in the event that the tenant owes unpaid rent or other damages at move-out. This makes it very difficult for tenants to contest the many junk fees that are included in their final move-out statements, as the landlord submits the statement to Jetty for reimbursement (who seemingly does not conduct any review of the charges). Jetty subrogates its claim and pursues the tenant for the money that it paid out to the property, and the property may still claim the tenant owes money over and above the amount that was paid by Jetty. Jetty also retains any premiums paid by tenants who do not owe the property at move-out, which is the exact opposite of what would happen if the property accepted a "traditional"

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<sup>36</sup> For more on security deposit replacement products, see Nat'l Hous. Law Project, Regarding Security Displacement Products (2022), <https://www.nhlp.org/wp-content/uploads/2023.01.05-Regarding-Security-Deposit-Replacement-Products.pdf>.

<sup>37</sup> LeaseLock is a "lease insurance provider" that "eliminates security deposits, surety bonds, cosigners and guarantors." According to its website, LeaseLock's billing is integrated with the leasing process such that a "monthly deposit waiver fee is automatically collected along with monthly rent." Although the tenant foots the bill—which ranges from \$16 to \$39 per month—the insurance that LeaseLock provides is payable to the landlord, not the tenant. LeaseLock, Frequently Asked Questions, <https://leaselock.com/faqs/> (last visited Jan. 4, 2023).

security deposit rather than the bond product. We believe this practice is an attempt to get around the requirements of Louisiana's Security Deposit Law (La. R.S. § 9:3251). To make matters worse, we have seen multiple instances where the property reports the entire balance to collections (through a third-party collections agency), despite having been paid a portion of the alleged balance by Jetty.

## **K. Check Cashing Fees**

21% of survey respondents reported observing check cashing fees. These respondents came from 11 states.<sup>38</sup>

Some landlords impose fees when the tenant pays rent via check. An Ohio advocate explained that in some cases, paying by check is the only way to pay, but the tenant is still forced to pay the fee. A New York advocate reported that tenants must pay a fee for paying rent by check rather than through the online portal. Similarly, a Louisiana advocate reported seeing an \$8 “check scan” fee added to a tenant’s balance. One Minnesota advocate stated that some landlords require tenants to pay more if they pay rent via check. An Arkansas advocate noted that these fees can be as high as 10%.

## **L. Fees to Report Rental Payment Information to the Credit Bureaus**

7% of survey respondents reported observing fees to report information to credit bureaus. These respondents came from 4 states.<sup>39</sup>

Some housing providers charge tenants a mandatory monthly fee to send their rental payment information to the credit bureaus.<sup>40</sup> A Georgia advocate explained that many landlords automatically sign renters up for monthly credit reporting—usually for \$9.95 per month—and then require the tenant to opt-out in writing if they do not want the service. Landlords bury this notice in the lease so tenants do not see it. An Ohio advocate noted that some corporate landlords have made this fee mandatory.

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<sup>38</sup> AL, CA, CO, FL, GA, LA, MN, NY, OH, SC, and TX.

<sup>39</sup> CA, GA, OH, and SC.

<sup>40</sup> See Kelly Thompson Cochran, Colin Foos, & Michael Stegman, RenRegLab & Urban Inst., *Utility, Telecommunications, and Rental Data in Underwriting Credit* app. D, at 99 (2021), [https://finreglab.org/wp-content/uploads/2022/02/utility-telecommunications-and-rental-data-in-underwriting-credit\\_1.pdf](https://finreglab.org/wp-content/uploads/2022/02/utility-telecommunications-and-rental-data-in-underwriting-credit_1.pdf). For a discussion of the risks of this practice, see Nat'l Consumer Law Ctr., *Even the Catch-22s Come With Catch-22s: Potential Harms & Drawbacks of Rent Reporting* (2022), <https://www.nclc.org/resources/even-the-catch-22s-come-with-catch-22s-potential-harms-drawbacks-of-rent-reporting/>.

## **M. Other Fees**

In addition to the fees that the survey specifically asked about, 61% of respondents, from 19 states,<sup>41</sup> affirmatively detailed how landlords often charge various other fees, including the ones described below. Because we did not specifically ask survey respondents about these fees, it is possible that advocates in other states may have observed them as well.

### *1. Pet fees or pet rent*

Advocates from Colorado, Ohio, Utah, and Washington reported that landlords now charge nonrefundable pet fees or pet rent. For example, two Colorado advocates noted that landlords regularly charge fees for pets, with one commenting that they frequently see a nonrefundable fee of around \$400. A Washington advocate similarly commented that pet fees are a big issue, with landlords routinely charging a nonrefundable deposit of around \$500 and/or monthly pet rent. A Utah advocate also reported seeing “pet rent” of \$25 to \$50 per month in addition to pet application fees of \$200 to \$300. An Ohio advocate described seeing tenants being charged an unauthorized pet fee despite giving the landlord proper notice or the pet being properly registered as an emotional support animal.

### *2. Trash fees*

Advocates from Georgia, New York, and South Carolina reported seeing trash fees. An advocate from South Carolina stated that landlords charge fees for the dumpster plus fees for trash collection.

### *3. Valet trash fees*

Advocates from Colorado, Georgia, Utah, and South Carolina specifically mentioned valet trash fees, which landlords typically charge in addition to other trash fees. For example, a Utah advocate stated that landlords charge \$35 to \$55 per month for mandatory “concierge trash service.” A South Carolina advocate emphasized that they rarely see people who would opt to use valet trash and, moreover, the service often does not exist in practice. A Colorado advocate stated that landlords charge these fees in buildings with trash chutes on every floor.

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<sup>41</sup> AR, CA, CO, FL, GA, IN, LA, MD, MN, MO, MT, NE, NM, NY, OH, PA, SC, TX, and WA.

#### *4. Pest control fees*

Advocates from Georgia, Utah, South Carolina, and Washington commented about pest control fees. A Utah advocate stated that landlords have started charging pest control fees at nearly all apartments in one city. A Washington advocate reported seeing a monthly fee to subsidize the landlord for pest control.

#### *5. Technology package/internet and cable-related fees*

Advocates from Georgia and Maryland reported technology packages or internet and cable-related fees. A Georgia advocate commented that mandatory technology fees are becoming very common, with some tenants paying \$100 per month for a service they did not know was mandatory. Several tenants told this advocate that their landlord did not inform them about the service or how to take advantage of it and, as a result they procured their own internet and cable service and were essentially charged double. A Maryland advocate reported seeing new fees for internet, cable, and other pre-existing amenities and services.

#### *6. Fees to “hold” an apartment*

Advocates from California, Maryland, and New York specifically mentioned “holding” fees—fees that prevent the landlord from renting the unit to somebody else. A New York advocate commented that this holding fee is in addition to the security deposit and first month’s rent. One Maryland advocate reported that holding fees can be \$200 or more, and some apartment complexes take months to refund tenants, even if their application was denied. Another Maryland advocate reported that nonrefundable holding fees are excessive because the time between application and denial is often just a few hours or days. A California advocate described a recent situation where the landlord had already signed a Housing Assistance Payments (HAP) Contract with the housing authority, but refused to sign the lease until the tenant agreed to a “non-refundable deposit” to hold the unit.

#### *7. Fees to rent month-to-month instead of on an annual basis*

Advocates from Georgia, Illinois, Minnesota, Ohio and Washington reported that landlords charge month-to-month fees. For example, an Illinois advocate reported seeing a month-to-month fee of \$1000, on top of rent, each month. One Washington advocate commented that month-to-month fees have been particularly bad, with landlords charging a high fee for a tenant who does not renew a 12-month or similarly

long lease; these fees can be around 25% of the total rent charged. Another Washington advocate described a fee charged to a tenant for not signing a new lease and a much higher rate for a month-to-month tenant. A Minnesota advocate stated that monthly rent paid for a month-to-month lease—which is much higher than monthly rent on a year-long lease—was described to the tenant as a “convenience fee.”

Three advocates from Ohio similarly reported that landlords charge month-to-month fees where the tenant does not renew the annual lease, sometimes even when no annual lease is offered. One advocate from this state stated that these fees can be \$100 per month.

A Georgia advocate explained that during the pandemic, many landlords refused to renew leases, and after the initial lease expired, tenants were converted to month-to-month status, with many landlords charging hundreds of dollars in month-to-month fees. Some landlords used these fees to double the rent. The advocate noted that Georgia courts are looking closely at excessive late fees, but that landlords find they can effectively sneak month-to-month fees into court judgments by claiming those fees are part of the rent.

#### *8. Court costs and attorney's fees*

Advocates from many states, including California, Colorado, Georgia, Maryland, New Mexico, New York, Ohio, Texas, South Carolina, and Washington, described how landlords charge court costs and/or attorney's fees in connection with eviction actions—sometimes immediately upon filing—or even for threatened eviction actions.

A Texas advocate mentioned seeing \$73.25 eviction fees plus court costs due at the time the landlord files the eviction action. Similarly, a Colorado advocate stated that landlords have been almost uniformly charging court and attorney's fees as soon as they file an eviction case in court (which the advocate believes is contrary to a state statute, though some judges have allowed it). Two Ohio advocates reported the same practice: that landlords often demand attorney's fees if an eviction is filed—or when notice is posted (one advocate noted that practice is illegal). The fees range from \$300 up to \$600. A New Mexico advocate reported that apartment managers sometimes charge an estimated court filing fee on non-rent cases (for more than the actual cost), which is not included in the lease agreement. Although the New Mexico statute allows the prevailing party to collect fees and costs, managers assess these charges prior to even attending a hearing.

A Maryland advocate noted that landlords charge court costs even when the landlord does not file the eviction case because the tenant pays the past due rent. Similarly, a California advocate noted that a landlord charged the cost of their legal fees to file an unlawful detainer action that was dismissed immediately because the tenant had complied with the relevant notice requirement.

Advocates in Georgia and Washington reported that landlords passed the cost of their attorneys on to their tenants. A Georgia advocate noted that landlords charge the tenant the “legal fee” that the landlord’s attorney charges to go to court or the fee to file an eviction case. Similarly, a Washington advocate stated that landlords charge fees for the landlord to consult with their attorney.

Advocates in various states, including Arkansas, Ohio, Virginia, and Washington, mentioned these fees in conjunction with notice fees (discussed in Section G above). For example, an Arkansas advocate stated that notice fees often get rolled into court costs and attorney’s fees. Similarly, an Ohio advocate commented that most landlords roll notice fees, which range from \$25 to \$35, into “court costs.” A Virginia advocate reported that some landlords add attorney’s fees when providing the legally required pre-lawsuit notice.

#### *9. Common area and amenity-related fees*

Advocates from Colorado, New York, and Washington reported seeing fees related to common areas and amenities. For example, a Washington advocate stated that landlords charge extra fees to access a community space such as a pool/clubhouse and fees to access laundry rooms (or have in-unit laundry). A Colorado advocate reported seeing common area maintenance fees, but noted that they do not know what makes up those fees. A New York advocate mentioned laundry charges. That advocate also described a situation where a landlord had assessed charges for damage to the common area years in the past. The tenant denied causing the damage and although the landlord failed to provide any substantiation for the charges, they applied earmarked rent payments to the damage fees and then claimed rent arrears.

#### *10. Roommate and guest-related fees*

A Washington advocate stated that landlords charge fees for guests that stay for longer than a certain period of time. A New York advocate noted that a landlord’s attorney admitted that his client routinely double-charges regulated rent if they believe a tenant has a roommate.

### *11. Cleaning and repair fees*

Some advocates reported nonrefundable fees for cleaning and related move-in or move-out services. For example, a California advocate stated that landlords charge an up-front cleaning fee. A Washington advocate similarly reported that landlords charge nonrefundable fees for cleaning and carpet shampooing. Additionally, an Ohio advocate reported that landlords charge flat fees and excessive fees for cleaning and repairs after a tenant moves out in order to keep security deposits.

### *12. Maintenance fees*

A Florida advocate commented that some leases impose charges for each maintenance request. A Minnesota advocate reported that leases require renters to pay \$25 to \$35 per month to a utility company program that provides maintenance to furnaces and appliances that the landlord owns.

### *13. Inspection fees*

A Washington advocate reported that landlords charge tenants for semiannual inspections that the landlord performs.

### *14. Mail sorting fees*

A Texas advocate reported seeing a \$4.50 mail sorting fee.

### *15. Fees charged each January*

Two Minnesota advocates reported seeing a “January fee”—a fee charged in January for seemingly no reason. One of the advocates noted that one management company had this fee, which was for \$100, for many years, but that they have since changed it to a \$12 monthly fee.

## **IV. CONCLUSION AND RECOMMENDATIONS**

Junk fees charged to renters and rental housing applicants make securing and maintaining rental housing even more difficult for rent-burdened households. To help ensure renters’ future ability to secure safe and affordable housing by keeping unfair debt collection items off of their credit reports, we urge the FTC to:

1. Investigate corporate and large landlords that impose unavoidable and exploitative junk fees for potentially deceptive or unconscionable practices, including fees that:
  - Are excessive in amount or greater than the cost to the landlord of a service.
  - Pay for services not ultimately provided (e.g., valet trash).
  - Charge for services that the landlord is legally obligated to provide as part of renting a habitable premises (e.g., pest fees, fees to maintain the furnace to provide heat, etc.).
  - Prevent competition, such as requiring use of a certain insurer or cable/internet provider.
  - Violate the common law doctrine against liquidated damages (e.g., penalty fees, lease termination fees that do not consider whether a landlord was able to mitigate by re-renting to a new tenant).
  - Are prohibited by state or local law.
2. Work with the CFPB to investigate and bring enforcement actions against debt collectors that engage in collection practices that violate the Fair Debt Collection Practices Act in their collection of rental debt, which may include junk fees.<sup>42</sup>
3. Develop guidance or rules that prevent the imposition of unavoidable and exploitation junk fees, such as the fees described above in recommendation number 1. Work with the CFPB to develop guidance or rules under the Fair Debt Collection Practices Act stating that it is an unfair debt collection practice to collect such fees.
4. Develop guidance or rules to mandate that online platforms for rental advertisements, such as Zillow or Apartments.com, require disclosure of all fees—including fees charged before and after signing a lease—for a rental.
5. Work with the CFPB and HUD to study and address the disproportionate impact of these practices on renters and rental applicants of color.

If you have any questions about these comments, please contact Ariel Nelson at [anelson@nclc.org](mailto:anelson@nclc.org) or April Kuehnhoff at [akuehnhoff@nclc.org](mailto:akuehnhoff@nclc.org).

Respectfully submitted,

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<sup>42</sup> See, e.g., Kuehnhoff, et al., *supra* note 1.

### **National Organizations**

National Consumer Law Center (on behalf of its low-income clients)  
Center for Digital Democracy  
Consumer Action  
Consumer Reports  
Housing Justice Center  
Liberation in a Generation  
National Association of Consumer Advocates  
National Housing Law Project  
Public Good Law Center  
Revolving Door Project  
Private Equity Stakeholder Project  
Unidos US

### **State and Local Organizations**

ACLAMO (PA)	Legal Aid Society of Southwest Ohio
Alaska PIRG	Legal Services of Greater Miami, Inc. (FL)
BASTA, Inc. (CA)	Michigan Poverty Law Program
California Low-Income Consumer Coalition (CLICC)	Mountain State Justice, Inc. (WV)
Charlotte Center for Legal Advocacy (NC)	New Jersey Citizen Action
Consumer Federation of California	Oregon Consumer Justice
Economic Action Maryland	Peoples Law Center – Centro de Derecho de la Gente (WI)
Greater Hartford Legal Aid (CT)	Tzedek DC
Greater Napa Valley Fair Housing Center (CA)	United Tenants of Albany (NY)
HOME Line (MN)	Vermont Legal Aid
Indiana Legal Services, Inc.	Virginia Poverty Law Center
Jacksonville Area Legal Aid (FL)	Volunteer Lawyers for Justice (NJ)
Law Center for Better Housing (IL)	William E. Morris Institute for Justice (AZ)
Legal Aid Justice Center (VA)	

## ADDENDUM 1

April 11, 2022

*Via regulations.gov*

Comment Intake–Fee Assessment  
Consumer Financial Protection Bureau  
1700 G Street NW  
Washington, DC 20552

**Re: Request for Information Regarding Fees Imposed by Providers of  
Consumer Financial Products or Services, Docket No. CFPB-2022-0003**

The National Consumer Law Center (on behalf of its low-income clients) (NCLC) and the National Housing Law Project (NHLP) are pleased to submit these comments in response to the Consumer Financial Protection Bureau’s (CFPB) Request for Information Regarding Fees Imposed by Providers of Consumer Financial Products or Services, Docket No. CFPB-2022-0003. These comments discuss the many junk fees charged to tenants and rental housing applicants. We urge the CFPB to work with the Federal Trade Commission (FTC) to investigate and prevent the imposition of these junk fees so that they do not end up in the hands of debt collectors, impair renters’ credit reports, and jeopardize renters’ future ability to secure safe and affordable housing.

**I. Junk fees make rental housing even more unaffordable and jeopardize access to future housing**

Even before the COVID-19 pandemic, many renters struggled to find safe and stable housing, in part because of the severe affordable housing shortage. Pre-pandemic, over 20 million renter households were burdened with housing costs that threatened their financial security.<sup>1</sup> The COVID-19 economic crisis has only exacerbated this crisis.<sup>2</sup>

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<sup>1</sup> Joint Ctr. for Hous. Studies of Harvard Univ., *America’s Rental Housing* 26 (2020), <https://www.cbpp.org/research/poverty-and-inequality/tracking-the-covid-19-economys-effects-on-food-housing-and>.

<sup>2</sup> See Andrew Aurand, et al., Nat’l Low Income Hous. Coal., *The Gap: A Shortage of Affordable Homes* 1–2 (2021), [https://reports.nlihc.org/sites/default/files/gap/Gap-Report\\_2021.pdf](https://reports.nlihc.org/sites/default/files/gap/Gap-Report_2021.pdf); see also Ctr. on Budget & Pol’y Priorities, *Tracking the COVID-19 Economy’s Effects on Food, Housing, and Employment Hardships* (2021), <https://www.cbpp.org/research/poverty-and-inequality/tracking-the-covid-19-economys-effects-on-food-housing-and>.

Renters now face not only an affordable housing shortage and rising rent prices,<sup>3</sup> but also a number of junk fees that they must pay to secure and maintain housing. If a tenant ultimately cannot afford to pay these unavoidable junk fees (described in detail below), the fees may become an alleged rental debt that a housing provider seeks to collect through a third-party debt collector who reports the debt to the Big Three credit bureaus.

Alleged rental debt can haunt a renter long after they have vacated a housing unit—whether they left because of an eviction case or voluntarily moved out. Rental debt can lead to dunning by debt collectors and negative marks on credit reports, resulting in lowered credit scores.<sup>4</sup> Consumers may face demands for rental debt in eviction proceedings or in separate collection lawsuits. When a judgment enters against the consumer, creditors may use post-judgment collection remedies like wage or bank account garnishment.

Negative entries in a credit report can present a long-term barrier to renters obtaining new housing. Ninety percent of landlords run credit checks on all potential tenants,<sup>5</sup> often automatically rejecting applicants who are alleged to owe money to former landlords and who have lower credit scores.<sup>6</sup> This barrier to housing disproportionately affects renters of color. According to the National Equity Atlas, 65% of people with rent arrears are people of color.<sup>7</sup> And when the COVID-19 economic crisis hit, Black consumers already had lower credit scores as a group than white consumers due to historic and current discrimination and the racial wealth gap.<sup>8</sup>

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<sup>3</sup> Abha Bhattarai, *Rents are up more than 30 percent in some cities, forcing millions to find another place to live*, Washington Post (Jan. 30, 2022), <https://www.washingtonpost.com/business/2022/01/30/rent-inflation-housing/>.

<sup>4</sup> See Nat'l Consumer Law Ctr., *Assisting Consumers with Rental Debt During COVID-19: Legal Aid and Non-Profit Attorneys Share Their Experiences* (2021), [https://www.nclc.org/images/pdf/credit\\_reports/Dec-14-Letter-to-CFPB-Director-Chopra-re-Rental-Debt-Survey.pdf](https://www.nclc.org/images/pdf/credit_reports/Dec-14-Letter-to-CFPB-Director-Chopra-re-Rental-Debt-Survey.pdf).

<sup>5</sup> *TransUnion Independent Landlord Survey Insights*, TransUnion SmartMove (Aug. 7, 2017).

<sup>6</sup> See Nat'l Consumer Law Ctr., *Salt in the Wound: How Eviction Records and Back Rent Haunt Tenant Screening Reports and Credit Scores* (2020), [https://www.nclc.org/images/pdf/special\\_projects/covid-19/IB\\_Salt\\_in\\_the\\_Wound.pdf](https://www.nclc.org/images/pdf/special_projects/covid-19/IB_Salt_in_the_Wound.pdf).

<sup>7</sup> Nat'l Equity Atlas, *Rent Debt in America: Stabilizing Renters is Key to Equitable Recovery* (last visited Apr. 5, 2022), <https://nationalequityatlas.org/rent-debt>.

<sup>8</sup> See Chi Chi Wu, *Reparations, Race, and Reputation in Credit: Rethinking the Relationship Between Credit Scores and Reports with Black Communities*, Medium (Aug. 7, 2020), [https://medium.com/@cwu\\_84767/reparations-race-and-reputation-in-credit-rethinking-the-relationship-between-credit-scores-and-852f70149877](https://medium.com/@cwu_84767/reparations-race-and-reputation-in-credit-rethinking-the-relationship-between-credit-scores-and-852f70149877).

## II. Survey of legal services and nonprofit attorneys reveals that tenants face an array of unavoidable junk fees

To learn more about the array of junk fees charged to tenants and rental housing applicants, NCLC conducted a survey of legal services and nonprofit attorneys from around the country who work with clients in rental housing-related contexts. The survey, conducted in March and April of 2022, specifically asked whether respondents had seen housing providers charge their clients certain fees, including high risk fees, insurance fees, fees to report rental payment information to the credit bureaus, and new fees on top of rent imposed by corporate or private equity landlords who purchased the building. The survey also invited respondents to describe any other types of junk fees they have observed. Below is a non-exhaustive list and discussion of the junk fees that survey respondents reported seeing.

**Rental application fees.** These fees can be higher than the housing provider's actual costs to process the application and may be assessed even when no rental unit is in fact available.

**Processing or administrative fees.** An advocate from Georgia reported that, separate from the rental application fee, rental housing applicants must pay processing or administrative fees that average \$250. A Florida advocate reported that prospective tenants are sometimes required to pay fees up front before being shown the lease.

**High risk fees.** These nonrefundable fees are typically charged to tenants deemed "high risk" because of an "insufficient" rental history, an eviction record, a low credit score, a criminal record, or other factors. Tenant screening companies may be involved in making this determination. For example, advocates have seen the high risk designation and the amount of the fee on a SafeRent Score Report from CoreLogic Rental Property Solutions (now SafeRent Solutions) under the headers "Your Community's Decision" and "Applicant Decision" (a copy of one such SafeRent Score Report is attached to this comment as an Appendix).<sup>9</sup> One advocate from Georgia stated that these high risk fees ranged from \$100 up to the cost of a one-month security deposit. Sometimes, but not always, tenants pay these nonrefundable fees in lieu of a security deposit.

**Charges in lieu of a security deposit.** A Florida advocate reported that landlords require non-refundable down payments. Similarly, a Texas advocate explained that tenants are either being charged one-time nonrefundable fees or relatively smaller

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<sup>9</sup> See Email from Georgia advocate to Ariel Nelson, Staff Attorney, NCLC (Feb. 14, 2022) (on file with author).

nonrefundable monthly fees. The advocate noted that not all tenants realize that these fees, especially one-time fees paid prior to move-in, are not security deposits and are not refundable.

Advocates from Washington, DC and Iowa stated that they see “security bonding,” where a tenant secures a bond in lieu of a security deposit. One company operating in this space is Lease Term Solutions, which is operated by a subsidiary of RealPage.

Advocates from Florida and Georgia also mentioned LeaseLock, a “lease insurance provider” that “eliminates security deposits, surety bonds, cosigners and guarantors.”<sup>10</sup> According to its website, LeaseLock’s billing is integrated with the leasing process such that a “monthly deposit waiver fee is automatically collected along with monthly rent.” Although the tenant foots the bill—which ranges from \$16 per month to \$39 per month—the insurance that LeaseLock provides is payable to the landlord, not the tenant.<sup>11</sup>

**Insurance fees.** Advocates from many states, including Colorado, Wisconsin, Vermont, Florida, Washington, Michigan, Texas, and Georgia reported seeing fees for insurance that only covers the landlord. One Georgia advocate stated that many corporate landlords now charge these fees, which typically range from \$10 to \$25 per month. Another Georgia advocate reported that this fee is sometimes called a “building protection fee.” And another Georgia advocate said that apartment management in Atlanta call these “bond” fees.

Tenants may believe that these fees are for renter’s insurance that will protect them when that is not the case. A Wisconsin advocate reported that one client learned that his “renter’s” insurance was actually property insurance for the owner when there was a building fire. The insurance covered only the structure and not the tenant’s personal property.

Another Wisconsin advocate stated that he has seen a proliferation of forced-premium and landlord liability insurance plan charges that range from \$13 to \$25 a month. The advocate’s understanding is that if the tenant fails to provide sufficient proof of renter’s insurance coverage within 30 days of taking possession of the unit, the landlord may charge the tenant. Similarly, a Florida advocate similarly reported seeing a regular, nonrefundable fee of \$15 a month charged if the tenant has not secured renter’s insurance. Advocates from Montana and Iowa also reported that landlords charge tenants a fee if they do not secure insurance. A Michigan advocate said that she sees fees for not having rental insurance as well as fees associated with paying for insurance

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<sup>10</sup> LeaseLock, Frequently Asked Questions, <https://leaselock.com/faqs/> (last visited Apr. 1, 2022).

<sup>11</sup> *Id.*

policies through the landlord. Another Michigan advocate referred to these fees as “insurance waiver fees.”

**Convenience fees.** A growing number of housing providers charge “convenience” fees when tenants pay their rent online. Some housing providers no longer accept payment in person or by check, meaning that tenants have no way to avoid these fees. A Montana advocate explained that tenants must pay a \$5 fee for paying rent through the required online portal. A Florida advocate said that some owners/property managers charge a monthly \$35 convenience fee for processing rent and that there is no way for tenants to tender rent that does not invoke the fee. Similarly, a Colorado advocate reported that tenants must pay “billing convenience” fees for automatic billing and processing of payments. The advocate noted that tenants do not opt in to the automatic billing and do not have the option to opt out. A Michigan advocate reported that tenants who wanted to avoid their landlord’s “payment portal” would be charged a fee for doing so.

**Check cashing fees.** A Massachusetts advocate reported that some landlords charge checking cashing fees even in cases where the landlord will only accept rent by check.

**Excessive late fees.** A Wisconsin advocate reported that landlords charge \$10 to \$50 per day in late fees plus 5% on the total balance, even when the landlord knows that rental assistance has been approved. The advocate described this practice as “late fees on late fees.” Advocates from Ohio and Michigan also observed excessive late fees, and a Minnesota advocate reported unlawful late fees

**Utilities-related fees.** A Wisconsin advocate reported that corporate landlords commonly impose “utility service fees”—fees for processing utility charges. Two Georgia advocates also stated that they see utility service fees, and a Minnesota advocate reported “utility billing fees.” An Illinois advocate similarly reported “all sorts of utility fees.” An advocate from Pennsylvania stated that tenants are being charged a monthly fee to keep utility accounts in the landlord’s name.

A Minnesota advocate stated that landlords charge a variety of “vacant cost recovery” (VCR) fees, including VCR admin usage fees, VCR gas usage fees, and VCR electric usage fees.<sup>12</sup>

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<sup>12</sup> The survey respondent did not provide further detail, but it appears he is referring to fees that landlords charge when tenants allegedly do not transition utility services to their name before they move in, who close their accounts before moving out, and/or who do not close their accounts when they move out.

**Fees to report rental payment information to the credit bureaus.** Some housing providers charge tenants a mandatory monthly fee to send their rental payment information to the credit bureaus.<sup>13</sup> A Washington advocate reported that these fees are usually part of a “resident benefit package,” which provides little to no benefit to her clients and actually harms her disabled clients. A Georgia advocate said that while he has not seen a strict requirement that tenants pay this fee, he has seen “offers” where tenants are automatically enrolled in the program and must opt out to avoid the charges.

**Notice fees.** These fees include charges for notices of late payment and notices of rent increases. An advocate from New Mexico reported that landlords charge fees (the advocate referred to them as “legal fees”) when a landlord serves a notice in the context of a legal proceeding. A Montana advocate said that the notice fees that he sees range from \$35 to \$50 per notice. Another Montana advocate suggested that, in addition to fees for sending the tenant a notice of violation, landlords charge “administrative” or “posting” fees that range from \$25 to \$40 for sending the tenant a letter.

**New fees charged by corporate or private landlords who purchased the building.**<sup>14</sup> An advocate from Florida explained that private equity outfits have started to monetize all aspects of tenancy. Similarly, a Colorado advocate reported that various fees are added into tenancy agreements or as part of lease renewals when ownership transfers. An advocate from Iowa stated that this is a huge problem with manufactured housing in particular.

Some advocates indicated that corporate landlords are more likely to charge a variety of junk fees. An advocate from Georgia stated that examples of these fees include common area electric, valet trash, service fees for utilities, account initiation fees for third-party utilities, technology package fees, and pest control fees (even when pest control services are not provided). A Florida advocate specifically mentioned that the private equity landlord started charging pet rent, association and amenities fees, maintenance fees, and fees for capital upgrades.

**Other fees.** In addition to the fees specifically discussed above, advocates noted that landlords may charge other fees, including:

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<sup>13</sup> See Kelly Thompson Cochran, Colin Foos, & Michael Stegman, RenRegLab & Urban Inst., Utility, Telecommunications, and Rental Data in Underwriting Credit app. D, at 99 (2021), [https://finreglab.org/wp-content/uploads/2022/02/utility-telecommunications-and-rental-data-in-underwriting-credit\\_1.pdf](https://finreglab.org/wp-content/uploads/2022/02/utility-telecommunications-and-rental-data-in-underwriting-credit_1.pdf).

<sup>14</sup> See Heather Vogell, *When Private Equity Becomes Your Landlord*, ProPublica (Feb. 7, 2022), [https://www.propublica.org/article/when-private-equity-becomes-your-landlord?utm\\_source=twitter&utm\\_medium=social#1253176](https://www.propublica.org/article/when-private-equity-becomes-your-landlord?utm_source=twitter&utm_medium=social#1253176).

- **Holding deposits.** One advocate from Pennsylvania reported that landlords impose high “holding” deposits. These fees may be imposed to reserve an apartment before the tenant commits to a lease.
- **Move-in fees.**
- **Unexplained “administrative” or “nonrefundable” fees.**
- **Property management fees.**
- **Maintenance and repair-related fees.**
- **Amenity fees.**
- **“Valet trash” fees.** An advocate in Colorado noted that these fees may be charged even if the tenant does not use the service or the service is not actually provided.
- **Package locker fees.**
- **Package delivery availability fees.**
- **“Luxury” package fees.**
- **Landscaping fees.**
- **Cable fees** where, according to a Wisconsin advocate, it is unclear whether tenants have the option of discontinuing their cable service.
- **Lease renewal fees.**
- **Lease termination fees.** A Florida advocate also reported seeing “accelerated rent,” where the landlord claims they have no obligation to mitigate damages from early termination of a lease and seeks to collect a year’s worth of rent.
- **Attorney’s fees.**
- **Parking fees and mileage** for when the landlord goes to court to file an eviction.
- **Redecorating fees.**
- **Nonrefundable portions of the security deposit.** An Ohio advocate stated that portions of the security deposit are for cleaning and are nonrefundable. A Minnesota advocate observed unlawful cleaning fees.

Advocates from Florida and Vermont mentioned one specific housing provider—Florida Beach Coast LLC<sup>15</sup>—as one of the worst offenders in terms of extra fees. According to the Florida advocate, a lease with Florida Beach Coast LLC provides for the following fees in addition to others (and in addition to rent):

1. \$20 per month for a tenant rent portal
2. \$50 per month if automatic rent payments are not set up
3. \$200 to collect rent from a third party

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<sup>15</sup> Florida Beach Coast’s website appears to be down, but the company has been in the news for its abusive practices. See, e.g., Molly Duerig, ‘Still not up to code’: Orlando rental company accused of scamming another family, Spectrum News (May 5, 2021), <https://www.mynews13.com/fl/orlando/news/2021/05/05/orlando-rental-company-accused-of-scamming-another-family>.

4. \$100 to fill out any form
5. \$35 returned payment fee
6. \$100 if tenant pays into an account which is not theirs
7. \$25 per month per appliance for appliance rental
8. \$200 per appliance for appliance pickup and removal
9. \$50 per month for storage shed rental
10. For a missing lockbox, \$45 trip fee plus \$35 for the lockbox
11. \$20 if a PaySlip is lost
12. \$50 fee if tenants lock themselves out of the portal
13. \$100 or 10% of the rent (whichever is higher) late fee (no grace period)
14. \$150 fee per pet plus \$20 per month pet rental fee per pet
15. \$500 nondisclosure fee per pet if the pet's existence is not disclosed to landlord
16. \$100 fee if smoking is seen
17. \$75 for any notice received by landlord
18. \$75 courier notice delivery fee
19. \$30 per waste can left on the street
20. \$53 per month for septic system maintenance
21. \$43 well water maintenance fee
22. \$100 per day for using utilities that are not put in tenant's name
23. \$40 per month minimum fee for water
24. \$25 per month minimum fee for trash
25. \$10 per month minimum fee for sewer
26. \$75 per month minimum fee for internet
27. \$250 plus cost of repairs to remove any satellite dish or cable (average repair is \$1,000)
28. \$500 if any internet device is unplugged
29. \$1,000 if tenant touches or alters an exterior camera
30. \$50 fee per call, email or message left to or for landlord
31. \$70 per month for lawn maintenance
32. \$100 appointment no show fee
33. \$75 for anything that needs to be fixed
34. 7 per day notice fee \$100
35. \$175 for pest control
36. \$225 per room for painting
37. Wall damage per hole \$125
38. \$250 interior door replacement
39. \$30 door handle replacement
40. \$125 stove cleaning
41. \$150 refrigerator cleaning

42. Pool cleaning minimum fee \$1,000
43. \$500 for government violations even if the violation is landlord's fault plus any additional costs to repair or remedy
44. Yard and exterior maintenance minimum \$300 plus any additional costs to remedy (average cost \$450)
45. \$150 per month for failure to maintain lawn
46. \$450 minimum for debris removal
47. \$250 to change or rekey any locks plus an additional \$175

### **III. Conclusion and Recommendations**

Junk fees charged to tenants and rental housing applicants make securing and maintaining rental housing even more difficult for rent-burdened households. To help ensure renters' future ability to secure safe and affordable housing by keeping unfair debt collection off of their credit reports, we urge the CFPB to work with the FTC to investigate and prevent the imposition of unavoidable and exploitative junk fees. The CFPB and the FTC should also work together to study and address the disproportionate impact of these practices on renters and renter applicants of color.

If you have any questions about these comments, please contact Ariel Nelson at [anelson@nclc.org](mailto:anelson@nclc.org) or 805-432-3993.

Respectfully submitted,

National Consumer Law Center (on behalf of its low-income clients)  
National Housing Law Project

## **APPENDIX**

The following is an example of a SafeRent Score Report from CoreLogic Rental Property Solutions (now SafeRent Solutions) that includes a “high risk” designation. The document is an excerpt of a tenant screening report used to deny rental housing.

### SAFERENT® SCORE REPORT

#### REPORT INFORMATION

**Transaction No:** 0058747702

**Performed By:** ACOLE3

**Performed On:** Friday August 21, 2020 / 15:12:15 EDT

**Property:** RW809 - The Park at Carrigan

**Request ID:** R2V0X1Q1

#### APPLICANT INFORMATION

**Name:** [REDACTED]

**SSN:** [REDACTED]

**Monthly Income:** \$0

**DOB:** [REDACTED]

**Phone:** 0000000000

**Email:** [REDACTED]

**Current Address:** [REDACTED]

**Previous Address:**

#### YOUR COMMUNITY'S DECISION

**Applicant Decision:** DECLINE - 292

Decline \$300 High Risk Fee

YOUR MANAGEMENT COMPANY ESTABLISHES CRITERIA (DECISION POINTS) APPROPRIATE FOR APPROVAL OF APPLICANTS TO YOUR COMMUNITY. QUESTIONS REGARDING THESE CRITERIA SHOULD BE DIRECTED TO YOUR MANAGEMENT COMPANY.

#### SCORE ATTRIBUTE

If improved, the following items could positively impact this applicant's score.

\*\* Credit

\*\* Application Data

#### LEASE INFORMATION

**Monthly Rent:** \$912

**Security Deposit:** \$0

**Total Income:** \$783

**Lease Term:** 11 Month(S) Month(S)

**Bedrooms:**

**Marketing Source:**

**Client Reference:**

**Rent/Income:** 100%

SafeRent® Score is designed as a useful predictor tool, but is not a guarantee of the future performance of an applicant. **WARNING:** A person must have permissible purpose under the Fair Credit Reporting Act(FCRA; 15 U.S.C. 1681-1681y) to obtain a consumer report. The FCRA provides that any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution, including fines and possible imprisonment. A consumer reporting agency may not prohibit users from disclosing the contents of the report directly to the consumer, however the FCRA under most instances does not require users to do so. It is recommended that users refer all consumer inquiries regarding the information contained in this report directly to CoreLogic Rental Property Solutions LLC. The Federal Trade Commission has said that consumer report users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA. More information about consumer report user's obligations is available at [www.ftc.gov/credit](http://www.ftc.gov/credit).

## ADDENDUM 2

### APARTMENT LEASE CONTRACT



Date of Lease Contract: October 10, 2021  
(when the Lease Contract is filled out)

*This is a binding document. Read carefully before signing.*

#### Moving In — General Information

1. **PARTIES.** This Lease Contract (sometimes referred to as the "lease") is between *you*, the resident(s) (list all people signing the Lease Contract):

[Redacted]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and us, the owner: Cavalier at 100 LP

(name of apartment community or title holder). You've agreed to rent apartment No. [Redacted], at [Redacted] Cavalier Crossing

\_\_\_\_\_ (street address) in Lithonia

(city), Georgia, 30038 (zip code) (the "apartment" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

2. **OCCUPANTS.** The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

[Redacted]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 7 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. **LEASE TERM.** The initial term of the Lease Contract begins on the 15th day of November, 2021, and ends at 11:59 p.m. the 14th day of December, 2022

**Renewal.** This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by paragraph 46 (Move-Out Notice). If the number of days isn't filled in, at least 30 days notice is required.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 0.00, due on or before the date this Lease Contract is signed.

Your security deposit will be (check one)

placed in an account at (state the bank's name) KeyBank  
located at (state the bank's address) 726 Exchange St., Suite 900, Buffalo, NY 14210

OR

secured by a bond which is on file with the \_\_\_\_\_ (County) Clerk of Superior Court.

In the event interest is earned on the security deposit, Owner may keep the interest.

5. **KEYS.** You will be provided 1 apartment key(s), 1 mailbox key(s), 2 FOB(s), and/or 1 other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ 1570.00 per month for rent, payable in advance and without demand:

- at the on-site manager's office, or
- at our online payment site, or
- at cavalierat100.com

Prorated rent of \$ 837.33 is due for the remainder of (check one):  1st month or  2nd month, on November 15, 2021

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before the 3rd day of the month, you'll pay a late charge. Your late charge will be (check one):  a flat rate of \$ 150.00 or  10 % of your total monthly rent payment. Regardless of the calculation method chosen above, the total amount of your late charges shall not exceed ten percent (10%) of your monthly rent payment. You'll also pay a charge of \$ 75.00 for each returned check or rejected electronic payment, plus a late charge. If you don't pay rent on time, you'll be delinquent and all remedies under state law and this Lease Contract will be authorized. We'll also have all other remedies for such violation.

The failure to pay rent timely or the violation of the animal restrictions will result in added administrative and other expenses to us. Since such additional expenses are difficult to determine, late fees and animal violation charges are considered liquidated damages. The amount of such fees and charges are reasonable estimates of the administrative and other expenses we would incur. Animal violation charges do not cover damages to the premises and don't limit your liability for same. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

7. **UTILITIES.** We'll pay for the following items, if checked:

- water  gas  electricity  master antenna
- wastewater  trash  cable TV
- other \_\_\_\_\_

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities other than cable TV not provided by us to be disconnected for any reason—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-powered lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state or local law. You must not heat the apartment using gas-operated stoves or ovens which were intended for use in cooking.

**\*\*Important Disclosure Regarding Management's Right to Select the Natural Gas Marketer (Provider).** Resident (the Tenant) authorizes Management (the Landlord) to act as Resident's agent for the limited purpose of selecting the Resident's natural gas marketer, to authorize the natural gas marketer to obtain credit information on the Resident, if required by the marketer, and to enroll the Resident on the marketer's standard variable price plan for which the Resident is eligible, unless the Resident chooses another price plan for which he or she is eligible. Resident acknowledges that Management may have business relationship with the natural gas marketer that may provide for a financial or other benefit to Management in exchange for the Resident's enrollment with the Marketer.

**8. INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all Tenants, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are *[check one]*  required to purchase personal liability insurance  not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

You acknowledge that no portion of the rent paid by you under this agreement will be specifically allocated for the purchase of the owner's structural fire insurance, though the owner may use a portion of gross rental proceeds obtained from all rental units in the community to purchase such structural fire insurance, and in such an event, that you are in no way a co-insured under any such policy.

**9. LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move in to your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

**Payment for Rekeying, Repairs, Etc.** You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

### Special Provisions and "What If" Clauses

**10. SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

**Resident is responsible for a Utility Setup Fee of \$25.00 at the time of move in**

See any additional special provisions.

**11. EARLY MOVE-OUT.** You'll be liable to us for a reletting charge of \$ **1570.00** (not to exceed 100% of the highest monthly rent during the Lease Contract term) if you:

- (1) fail to give written move-out notice as required in paragraphs 24 (Military Transfer and Lease Termination) or 46 (Move-Out Notice); or
- (2) move out without paying rent in full for the entire Lease Contract term or renewal period; or
- (3) move out at our demand because of your default; or
- (4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract.

**Not a Release.** The reletting charge is not a Lease Contract cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement resident. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

**12. REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment or apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

**13. CONTRACTUAL LIEN AND PROPERTY LEFT IN APARTMENT.** All property in the apartment is subject to a contractual lien to secure payment of delinquent rent. For this purpose, "apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

**Removal After Surrender, Abandonment, or Eviction.** We or law officers may remove and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment (see definitions in paragraph 51 - Deposit Return, Surrender, and Abandonment).

**Storage.** We may store, but have no duty to store, property removed after judicial eviction, surrender, or abandonment of the apartment. We're not liable for casualty loss, damage, or theft of such property. You must pay reasonable charges for our packing, removing, storing, and selling any property. We have a lien on all property removed and stored after surrender, abandonment, or judicial eviction for all sums you owe.

**Redemption.** If we've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, reletting charges, storage, damages, etc. We may return redeemed property at the place of storage, the management office, or the apartment (at our option). We may require payment by cash, money order, or certified check.

**Disposition or Sale.** Except for animals and property removed after the death of a sole resident, we may throw away or give to a charitable organization all items of personal property that are: (1) left in the apartment after surrender or abandonment; or (2) left outside more than 24 hours after a writ of possession is executed, following a judicial eviction. Animals removed after surrender, abandonment, or eviction may be kenneled or turned over to local authorities or humane societies. Property not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than 30 days after written notice of date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice must itemize the amounts you owe and the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. Sale may be public or private, is subject to any third-party ownership or lien claims, must be to the highest cash bidder, and may be in bulk, in batches, or item-by-item. Proceeds exceeding sums owed must be mailed to you at your last known address within 30 days after sale.

**14. FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, we may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our mitigation duties under paragraph 33 (Default by Resident) still apply.

**15. RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 19 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term), we give you written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 46 (Move-Out Notice).

**16. DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis

during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later:

- (1) If we give written notice to any of you when or after the initial term as set forth in paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the initial term as set forth in paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

**17. AD VALOREM TAXES/FEES AND CHARGES - ADDITIONAL RENT.** Unless otherwise prohibited by law, if, during the term of this Agreement, any locality, city, state, or Federal Government imposes upon us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

**18. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

### While You're Living in the Apartment

**19. COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

**20. LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

**21. PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

**22. PARKING.** We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may remove unauthorized or illegally parked vehicles from the apartment community at your expense under the terms of this Lease Contract or by appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

**23. RELEASE OF RESIDENT.** Unless you're entitled to terminate your tenancy as pertains to a Family Violence Order under this paragraph or under paragraphs 10 (Special Provisions), 16 (Delay of Occupancy), 24 (Military Transfer and Lease Termination), 32 (Responsibilities of Owner), or 46 (Move-Out Notice), you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

**RELEASE OR TERMINATION DUE TO A FAMILY VIOLENCE COURT ORDER.** You may terminate the Lease Contract by giving us a 30 day written notice and a copy of the family violence order as provided in OCGA 44-7-23 if a Court has issued a civil or criminal family violence order protecting you or your minor child. If you obtained an ex parte temporary protective order (TPO) you must also provide a copy of the police incident report on which the order was based.

The termination will take effect on the 30th day after providing us your written Lease Contract termination notice accompanied by a copy of the family violence order; however, you may continue to occupy the apartment until the termination date. You will continue to be responsible for any past due rent and rent that comes due prorated through the date your Lease Contract termination is effective. Also, you are responsible for all other sums that come due or are incurred through the Lease Contract termination date.

If you signed the Lease Contract but have not yet taken possession of the apartment you may terminate the Lease Contract prior to taking possession by giving us at least 14 days written notice and providing a copy of the family violence order and a copy of the police incident report if the order was an ex parte TPO. If you give us a proper 14 day termination notice based on a family violence order prior to taking possession of the apartment you are not liable for payment of any rent or other fees, and the Lease Contract will terminate.

**24. MILITARY TRANSFER AND LEASE TERMINATIONS.**

A resident (including a resident's spouse) who is a service member on active duty or is called to active duty in the regular or the reserve component of the U.S. Armed Forces, U.S. Coast Guard or National Guard, shall have the right to end this Apartment Rental Contract early by giving 30 days written notice, paying all rent due through the notice date, and providing a copy of the official military orders or written verification signed by the service member's commanding officer or by providing base housing orders as provided in OCGA Section 44-7-22, if the service member is:

- (1) Ordered to federal duty for a period of 90 days or longer;
- (2) Receives a permanent change of station orders to move at least 35 miles away from the rental housing;
- (3) Is released from active duty after leasing housing and must move 35 miles or more away from the service member's home of record prior to entering active duty;
- (4) After entering into this rental agreement, the service member becomes eligible to live in government quarters or the failure to move to government quarters will result in a forfeiture of the member's basic allowance for housing;

- (5) Receives temporary duty orders or temporary change of station orders or state active duty orders for a period exceeding 60 days that is at least 35 miles away from the location of the rental housing; or
- (6) Receives orders after signing the lease but before taking possession of the rental housing.

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your commanding officer. Military permission for base housing does not constitute change-of-station order. After you move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10 (Special Provisions), you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Even if you are entitled to terminate this Lease Contract under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 33 (Default by Resident). You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

**25. RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

**Smoke Detectors and Carbon Monoxide Detectors.** We'll furnish smoke detectors and carbon monoxide detectors only if required by statute or ordinance, and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, and must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If you damage or disable the smoke detector or carbon monoxide detector or remove a battery without replacing it with a working battery, you will be liable to us for \$100 plus one month's rent, actual damages, and attorney's fees. If you disable or damage the smoke detector or carbon monoxide detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water. We both must comply with any local smoke detector and carbon monoxide detector ordinances.

**Casualty Loss.** We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures

can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

#### 26. CONDITION OF THE PREMISES AND ALTERATIONS.

You accept the apartment, fixtures, and furniture as is. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. Prior to move-in, you must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

#### 27. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE RESIDENT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

#### 28. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the Apartment or Apartment Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a

disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 29 (When We May Enter). We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

#### 29. WHEN WE MAY ENTER. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies) if:

- (1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; and
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector and carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

#### 30. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of tenancy termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 51 (Deposit Return, Surrender, and Abandonment).

## Replacements

**31. REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

- (1) a reletting charge *will not* be due;
- (2) a reasonable administrative (paperwork) and/or transfer fee *will* be due, and a rekeying fee *will* be due if rekeying is requested or required; and
- (3) the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.

**Procedures for Replacement.** If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

## Responsibilities of Owner and Resident

**32. RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 26 (Condition of the Premises and Alterations);
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may terminate your tenancy and exercise other remedies under state statute only as follows:

- (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time;
- (b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
- (c) if we haven't diligently tried to repair within a reasonable time, you must then give us written notice of intent to terminate your tenancy unless the repair is made within 7 days;
- (d) if repair hasn't been made within 7 days, you may terminate your tenancy and exercise other statutory remedies. Security deposits and prorated rent will be refunded as required by law;
- (e) you may terminate your tenancy under this provision only if the repair or condition is so material and substantial as to render the apartment unfit for habitation; and
- (f) you must move out of the apartment on or before the termination date specified in your notice.

**33. DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect, misleading, or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or drug paraphernalia are found in your apartment; (7) you or your occupants or guests sell, distribute, solicit, possess, or control any illegal drugs or drug paraphernalia in your vehicle, your apartment, anywhere in the apartment community, or on your person; (8) you or any guest or occupant engages in any of the

prohibited conduct described in paragraph 21 (Prohibited Conduct); or (9) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

**Eviction.** If you default, we may end your right of occupancy by giving you a 24-hour written notice to vacate. Notice may be by: (1) regular mail; (2) certified mail, return receipt requested; (3) personal delivery to any resident; (4) personal delivery at the apartment to any occupant over 16 years old; (5) affixing the notice to the inside of the apartment's main entry door. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

**Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) the rental value of your apartment while you hold over is due in advance on a monthly basis and shall be delinquent without notice or demand; (2) the rental value for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the lease term—for up to one month from the date of notice of lease extension—by delivering written notice to you or your apartment while you continue to hold over.

**Other Remedies.** We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including tenancy termination. The prevailing party may recover from the non-prevailing party 15% attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 16% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

**Remedies Cumulative.** Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

**Mitigation of Damages.** If you move out early, you'll be subject to paragraph 11 (Early Move-Out) and all other remedies. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

## General Clauses

**34. ENTIRE AGREEMENT.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

**35. NO AUTHORITY TO AMEND UNLESS IN WRITING.** Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

**36. NO WAIVER.** No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

**37. NOTICE.** Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

**38. MISCELLANEOUS.**

- A. Exercising one remedy won't constitute an election or waiver of other remedies.
- B. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
- C. All remedies are cumulative.
- D. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- E. This Lease Contract binds subsequent owners.
- F. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
- G. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
- H. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- I. All Lease Contract obligations must be performed in the county where the apartment is located.
- J. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
- K. Resident agrees and understands that the terms and conditions of this agreement, including any and all rules and regulations or other documents or policies referred to herein, will be construed and applied under and according to the laws of the state of Georgia.

**39. WAIVER OF JURY TRIAL.** To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute, common law, and/or related to this Lease Contract shall be to a judge and not a jury.

**40. LIMITATIONS ON ACTIONS.** To the extent allowed by law, Resident also agrees and understands that any legal action against Management or Owner must be instituted within one year of the date any claim or cause of action arises and that any action filed after one year from such date shall be time barred as a matter of law.

**41. CONTACTING YOU.** By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to

promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

**42. OBLIGATION TO VACATE.** If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Term), and we accept such written notice, then you are required to vacate the premises and remove all of your personal property therefrom at the expiration of the Lease term without further notice or demand from us.

Although the property may currently be providing cable on a bulk basis to the resident, the property may, with 30 days notice to the resident, cease providing cable and the resident will contract directly with the cable provider for such services.

You affirmatively state that you are not a criminal sex offender.

**43. FORCE MAJEURE:** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

**44. PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Contractual Lien and Property Left in Apartment) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

**45. ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

## When Moving Out

**46. MOVE-OUT NOTICE.** Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 3 (Lease Term). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early (see paragraph 23 - Release of Resident) except if you are able to terminate the Lease Contract under the statutory rights explained under paragraph 11 (Early Move-Out), paragraph 23 (Release of Resident), and paragraph 24 (Military Transfer and Lease Termination). All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term), even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, your notice is void and you must submit a new written notice. If you fail to provide proper notice and vacate, you will be responsible for an additional month's rent. The one month's rent represents the period that the apartment sits vacant and constitutes actual damages for loss of rent.

**47. MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges and liability for future rent under paragraphs 11 (Early Move-Out) and 33 (Default by Resident). You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

**48. CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

**49. MOVE-OUT INSPECTION.** Within 3 business days after the Lease Contract terminates and you vacate the premises or within 3 business days after you surrender and we accept back possession of the apartment - whichever occurs first - we'll inspect your unit and prepare a comprehensive list of damage done during your occupancy (over and above normal wear) and the estimated dollar value of the damage.

Upon your request within 5 business days after the Lease Contract terminates and you vacate the premises or upon your request within 5 business days after you surrender and we accept back possession of the apartment - whichever occurs first - you have the right to inspect the premises and inspect our list of damages and estimated dollar value of the damages.

If you are present with us at the time of the inspection we will both sign the damage list which will become conclusive evidence of the accuracy of the list. If you refuse to sign the list, you must state specifically in writing the items on the list with which you object or dissent. You may note your objections or dissent on the list we prepare, or you may submit a separate list of your objections and dissent to our list.

Within 30 days after obtaining possession of your unit once the Lease Contract terminates and you vacate the premises or within 30 days after you surrender and we accept possession of the premises - whichever occurs first - we will either: 1) return your full security

deposit; or 2) return the remaining portion (if any) of your security deposit less any amounts we deducted for damages exceeding wear and tear, unpaid rent, or other charges or fees you owe us under the Lease Contract. If we do not return your full security deposit we will send you the remaining balance of the deposit (if any) along with a copy of the damage list and estimated value from our inspection.

If you vacate or surrender the premises without notifying us, we will inspect the premises and compile the list of damages and estimated value within a reasonable time after we discover you surrendered the premises or vacated.

If you are present at the move out inspection after vacating and sign the final damage list or if you are present at the move out inspection and do not object or dissent in writing to the items on the list, you are not entitled to recover your security deposit or other damages under OCGA 44-7-35.

If you did not request a copy of the final damage list and you did not inspect the premises after vacating you still will have the right to dispute the damages we assessed against your security deposit.

If you did not request a copy of the final damage list and were not present for our inspection after vacating you still will have the right to dispute the damages we assessed against your security deposit.

**50. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.**

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector or carbon monoxide detectors batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13 (Contractual Lien and Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 28 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke

detectors and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal; attorney's fees, court costs, and filing fees actually paid or incurred with respect to an eviction proceeding, your default, or as otherwise provided by law or in this Lease Contract; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 (Keys) if you fail to return them on or before your actual move-out date; (2) all delinquent and future rent if you have violated paragraph 33 (Default by Resident); and (3) a reletting fee if you have violated paragraph 11 (Early Move-Out).

**51. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.**

**Deposit Return and Forwarding Address.** You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions within the time provided by law to either the forwarding address if notice is provided, or if unknown, to the last known address.

**Surrender.** You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 (Keys) have been turned in where rent is paid—whichever date occurs first.

**Abandonment.** You have abandoned the apartment when all of the following have occurred: (1) everyone appears to have moved out with the intention to give up all rights to occupy or use the apartment in our reasonable judgment; (2) you've been in default for non-payment of rent for 5 consecutive days or water, gas, or electric service for the apartment that we are not responsible for paying for under paragraph 7 (Utilities) has been terminated; and (3) you've not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13 - Contractual Lien and Property Left in Apartment), but do not affect our mitigation obligations (paragraph 33 - Default by Resident).

**Severability, Originals and Attachments, and Signatures**

**52. SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

**53. ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

**54. DISCLOSURE NOTICE.** Name and address of the company or party authorized to manage the apartment community: American Landmark LLC, 4890 West Kennedy Blvd Ste 240, Tampa, FL 33609

Name and address of the company or party authorized to receive notices or lawsuits: American Landmark LLC, 4890 West Kennedy Blvd Ste 240, Tampa, FL 33609

Management's corporate name and license number as required by the rules of the Georgia Real Estate Commission (Ga. R. & Reg. 520-1-.10) are \_\_\_\_\_

(Corporate Name of Licensed Managing Agent) and \_\_\_\_\_

(GREC corporate license number of Managing Agent).

You are legally bound by this document.  
Read it carefully before signing.

Resident or Residents  
(all sign below)

Date Signed

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner or Owner's Representative  
(signing on behalf of owner)

Date Signed

\_\_\_\_\_  
\_\_\_\_\_



ADDITIONAL SPECIAL PROVISIONS



DWELLING UNIT DESCRIPTION. Unit No. [redacted], [redacted] Cavalier Crossing (street address) in Lithonia (city), Georgia, 30038 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: October 10, 2021 Owner's Name: Cavalier at 100 LP

Residents (list all residents): [redacted]

In the event Resident fails to timely establish gas and electric utility/services Owner/ Agent may charge a reasonable administration fee (for each month or part thereof) for billing of the utility/service in an amount not to exceed \$50.00 per occurrence.

Multiple horizontal lines for additional provisions or notes.

Resident(s) (All residents must sign)

Date of Signing Addendum

Horizontal lines for Resident(s) signatures.

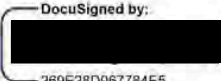
Horizontal lines for Date of Signing Addendum.

Owner or Owner's Representative

Date of Signing Addendum

Horizontal line for Owner or Owner's Representative signature.

Horizontal line for Date of Signing Addendum.



UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated October 10, 2021 between Cavalier at 100 LP

("We" and/or "we" and/or "us") and [redacted]

("You" and/or "you") of Apt. No. [redacted] located at [redacted] Cavalier Crossing

(street address) in Lithonia, GA 30038

and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

- a) Water service to your dwelling will be paid by you either:
b) Sewer service to your dwelling will be paid by you either:
c) Gas service to your dwelling will be paid by you either:
d) Trash service to your dwelling will be paid by you either:
e) Electric service to your dwelling will be paid by you either:
f) Stormwater service to your dwelling will be paid by you either:
g) Cable TV service to your dwelling will be paid by you either:
h) Master Antenna service to your dwelling will be paid by you either:
i) Internet service to your dwelling will be paid by you either:
j) Pest Control service to your dwelling will be paid by you either:

- k) (Other) Valet Trash service to your dwelling will be paid by you either:
  - directly to the utility service provider; or
  - bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ 25.00 per month.
    - 3rd party billing company if applicable \_\_\_\_\_

- l) (Other) \_\_\_\_\_ service to your dwelling will be paid by you either:
  - directly to the utility service provider; or
  - bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
- "2" - Calculation of your total water use based on sub-metering of hot water
- "3" - Calculation of your total water use based on sub-metering of cold water
- "4" - Flat rate per month
- "5" - Allocation based on the number of persons residing in your dwelling unit
- "6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula
- "7" - Allocation based on square footage of your dwelling unit
- "8" - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
- "9" - Allocation based on the number of bedrooms in your dwelling unit
- "10" - Allocation based on a lawful formula not listed here  
(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. Allocation formulas are used when the apartment has no sub-meter. The formula may be based on factors such as, the interior square footage of the apartment, number of bedrooms, number of occupants, number of bathrooms, presence of washing machine, and average water usage for that floor plan. The allocation is an estimate of usage by the resident. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within 16 days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

New Account Fee:	\$ <u>25.00</u> (not to exceed \$ _____)
Monthly Administrative Billing Fee:	\$ <u>0.00</u> (not to exceed \$ _____)
Late Fee:	\$ _____ (not to exceed \$ _____)
Final Bill Fee:	\$ _____ (not to exceed \$ _____)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of \$ 0.00.

5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.

6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.

7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.

8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.

9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.

10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.

11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

12. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

There is a \$50.00 charge plus daily electric fees if electricity is not activated on or before day of Move In.

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Resident Signature \_\_\_\_\_ Date \_\_\_\_\_  
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Resident Signature \_\_\_\_\_ Date \_\_\_\_\_  
Management \_\_\_\_\_ Date \_\_\_\_\_

ANIMAL ADDENDUM
Becomes part of Lease Contract



Date: October 10, 2021
(when this Addendum is filled out)

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for an animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

1. DWELLING UNIT DESCRIPTION.
Unit No. [redacted] Cavalier
Crossing
(street address) in
Lithonia
(city), Georgia, 30038 (zip code).

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: October 10, 2021
Owner's name: Cavalier at 100 LP

Residents (list all residents):
[redacted]

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control. The Lease Contract is referred to in this Addendum as the "Lease Contract."

3. A. [X] NO APPROVED ANIMALS. If this box is checked, you are not allowed to have animals (including mammals, reptiles, birds, fish, rodents, and insects), even temporarily, anywhere in the apartment or apartment community unless we've authorized so in writing. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act, HUD regulatory guidelines, and any applicable state and/or local laws.

B. [ ] CONDITIONAL AUTHORIZATION FOR ANIMAL. If this box is checked, you may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

4. ANIMAL DEPOSIT. An animal deposit of \$ 0.00 will be charged. We [check one] [X] will consider, or [ ] will not consider this additional security deposit the general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract [check one] [ ] does, or [X] does not include this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

5. ADDITIONAL MONTHLY RENT. Your total monthly rent (as stated in the Lease Contract) will be increased by \$ 0.00. The monthly rent amount in Provision 6 of the Lease Contract [check one] [ ] includes [X] does not include this additional animal rent.

6. ADDITIONAL FEE. You must also pay a one-time fee of \$ 0.00 for having the animal in the dwelling unit. It is our policy to not charge a deposit for support animals.

7. LIABILITY NOT LIMITED. The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

8. DESCRIPTION OF ANIMAL(S). You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)-mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect-into the dwelling or community.

Animal's name:
Type:
Breed:
Color:
Weight: Age:
City of license:
License no.:
Date of last rabies shot:
Housebroken?
Animal owner's name:

Animal's name:
Type:
Breed:
Color:
Weight: Age:
City of license:
License no.:
Date of last rabies shot:
Housebroken?
Animal owner's name:

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Failure to pick up after pet will result in a \$100.00 fine. The following breeds are restricted: Pit Bull Terrier, Staffordshire Terrier, American Staffordshire Terrier, American Pit Bull Terrier, or all mixes of the above listed breeds.

10. EMERGENCY. In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.

Doctor: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

**11. ANIMAL RULES.** You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: **Litter Box**
- Outside, the animal may urinate or defecate *only* in these designated areas: **Pet Waste Station or Outer Perimeter**
- Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.
- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

**12. ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

**13. VIOLATION OF RULES.** If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must permanently remove the animal from the premises within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.

**14. COMPLAINTS ABOUT ANIMAL.** You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

**15. OUR REMOVAL OF ANIMAL.** In some circumstances, we may enter the dwelling unit and remove the animal with one day's notice left in a conspicuous place. We can do this if, in our sole judgment, you have:

- abandoned the animal;
- left the animal in the dwelling unit for an extended period of time without food or water;
- failed to care for a sick animal;
- violated our animal rules; or
- let the animal defecate or urinate where it's not supposed to.

In doing this, we must follow the procedures of the Lease Contract, and we may board the animal or turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within 5 days after we remove it, it will be considered abandoned.

**16. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.**

You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

**17. MOVE-OUT.** When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

**18. MULTIPLE RESIDENTS.** Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

**19. GENERAL.** You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

**This is a binding legal document. Read it carefully before signing.**

**Resident or Residents**  
(All residents must sign)

**Owner or Owner's Representative**  
(Signs below)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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BED BUG ADDENDUM



Date: October 10, 2021 (when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION.

Unit No. [redacted], [redacted] Cavalier Crossing (street address) in Lithonia (city), Georgia, 30038 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 10, 2021 Owner's name: Cavalier at 100 LP

Residents (list all residents): [redacted]

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (cimex lectularius) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

4. INSPECTION AND INFESTATIONS. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

6. NOTIFICATION. You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

7. COOPERATION. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

8. RESPONSIBILITIES. You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

**9. TRANSFERS.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

**10. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

**If apartment is found to be infested with bedbugs, resident will be responsible to following all directions given by pest control provider and will be responsible for cost of any and all treatment that results in the infestation.**

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**You are legally bound by this document. Please read it carefully.**

**Resident or Residents**  
*(All residents must sign)*

**Owner or Owner's Representative**  
*(Signs below)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Date of Signing Addendum**  
\_\_\_\_\_

*You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.*

## BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

### Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

### Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

### Identifying bed bugs

*Bed bugs can often be found in, around and between:*

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

### Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

### Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.



COMMUNITY POLICIES, RULES AND REGULATIONS
ADDENDUM



This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: Cavalier at 100 LP

Resident(s): [Redacted]

Unit No./Address: [Redacted] Cavalier Crossing, Lithonia, GA 30038

Lease Date: 10/10/2021

I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason.

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH.

II. POOL. This Community [X] DOES; [ ] DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
For their safety, Residents should not swim alone.
Pool hours are posted at the pool.
No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
Resident(s) must accompany their guests.
Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

III. FITNESS CENTER. This Community [X] DOES; [ ] DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) 1 (3) (5)
(2) (4) (6)

**IV. PACKAGE RELEASE.** This Community  DOES;  DOES NOT accept packages on behalf of Residents.

**For communities that do accept packages on behalf of its Residents:**

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

**V. BUSINESS CENTER.** This Community  DOES;  DOES NOT have a business center.

Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to 30 minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

**VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only 2 vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a 48 hour notice is placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

**VII. FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of 50 feet from any building. Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- Fireplaces: Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

**VIII. EXTERMINATING.** Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' dwelling and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the dwelling.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

**RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES**

**IX. DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.

**X. WATER BEDS.** Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.

- XI. **BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.
- XII. **SIGNS.** Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.
- XIII. **SATELLITE DISHES/ANTENNAS.** You must complete a satellite addendum and abide by its terms prior to installation or use.
- XIV. **WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.
- XV. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Residents found with an unauthorized pet shall be charged an initial fine of \$300 and \$10 per day thereafter until pet is removed.

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\_\_\_\_\_

I have read, understand and agree to comply with the preceding provisions.

_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Owner Representative		_____ Date	

CRIME/DRUG FREE HOUSING ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. [redacted] Cavalier Crossing
Lithonia
(city), Georgia, 30038
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 10, 2021
Owner's name: Cavalier at 100 LP

Residents (list all residents):

[redacted]

3. ADDENDUM APPLICABILITY. In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control.

4. CRIME/DRUG FREE HOUSING. Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

- A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:
1. Engaging in any act intended to facilitate any type of criminal activity.
2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of Georgia and/or the Federal Controlled Substances Act.

- 4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)
5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit.
6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.
7. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.
8. Engaging in any activity that constitutes waste, nuisance, or unlawful use.

B. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

5. CRIMINAL CONVICTION NOT REQUIRED. Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.

6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

[Blank lines for special provisions]

Resident or Residents (sign here)

Date of Signing Addendum

[Signature lines for Resident]

[Date lines for Resident]

Owner or Owner's Representative (signs here)

Date of Signing Addendum

DocuSigned by: [redacted]
DocuSigned by: [redacted]

LEASE ADDENDUM FOR INTRUSION ALARM



1. DWELLING UNIT DESCRIPTION.

Unit No. [redacted] Cavalier Crossing Lithonia (city), Georgia, 30038 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 10, 2021 Owner's name: Cavalier at 100 LP

Residents (list all residents):

[redacted]

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract.

3. INTRUSION ALARM. Your dwelling is equipped with an intrusion alarm. It must not be considered a guaranty of safety or security. You should at all times take precautions as if the intrusion alarm were malfunctioning.

4. PERMIT FROM CITY. You (check one) [X] do or [ ] do not have to obtain a city permit for activation and use of the intrusion alarm.

5. FOLLOW INSTRUCTIONS. You agree to use reasonable care in operating the alarm and to follow the written instructions, rules and procedures furnished to you by us.

6. ALARM COMPANY. You (check one) [X] will or [ ] will not have to make arrangements with an independent alarm company to activate and maintain the alarm system.

7. ENTRY BY OWNER. Upon activation of the alarm system, you must immediately provide us (management) with your security code and any special alarm system instructions for lawful entry into the unit when no one is there, as authorized in your NAA Lease Contract.

8. REPAIRS OR MALFUNCTIONS. If the intrusion alarm malfunctions, you agree to (check one) [X] contact your intrusion alarm company immediately for repair or [ ] contact us immediately for repair.

9. NO WARRANTY. We make no guarantees or warranties, express or implied, concerning the alarm system. All guarantees and warranties are expressly disclaimed.

10. LIABILITY. We are not liable to you, your guests or other occupants for any injury, damage or loss resulting from the alarm or any malfunction of the alarm.

11. EMERGENCIES. Always call 911 or law enforcement authorities or emergency medical services in the event of a crime or emergency. Then contact us.

12. ENTIRE AGREEMENT. We've made no promises or representations regarding the alarm system except those in this addendum.

13. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

All alarm equipment must be removed at the time of move out.

Resident or Residents (All residents must sign here)

Owner or Owner's Representative (Signs here)

Date of Lease Contract

October 10, 2021

DocuSigned by: [redacted] tment Association, Inc. [redacted]



**INVENTORY AND CONDITION FORM**



**MOVE IN.** Before you take possession of the dwelling, we're providing you with this move-in condition form which is a comprehensive list of any existing damage to the premises. If you sign the move-in list as prepared by us without disputing its accuracy, the accuracy of the list shall be conclusive of the damages and conditions noted. By statute, if you refuse to sign the move-in list as prepared by us or you disagree with or dispute the accuracy of the list, you must either (1) sign and note on this form the item with which you disagree; or (2) refuse to sign our list and give us a signed, written notice of your objections or additions to the list with which you disagree, dissent, or dispute; and then return it to us before taking possession. If you fail to sign the list we prepared (either with or without the items with which you disagree) or you fail to provide us your own signed, written list of the items with which you disagree, you cannot recover your security deposit or any other damages to which you would have otherwise been entitled under OCGA 44-7-35. Unless damages or defects are noted below, the area of the premises is presumed to be in an undamaged, clean, safe, and good working condition. Blank spaces mean there are no damages.

**MOVE OUT.** Within 3 business days after the Lease Contract terminates and you vacate the premises or within 3 business days after you surrender and we accept back possession of the apartment - whichever occurs first - we'll inspect the apartment and provide you a comprehensive list of damage done during your occupancy (over and above normal wear) and the estimated dollar value of the damage. Upon your request within 5 business days after the Lease Contract terminates and you vacate the premises or upon your request within 5 business days after you surrender and we accept back possession of the apartment - whichever occurs first - you have the right to inspect the premises and inspect our list of damage and estimated dollar value of the damage within.

**If You Are Present at the Move-Out Inspection:** If you are present at the move-out inspection and sign the move-out list as prepared by us without disputing its accuracy, then the accuracy of the list shall be conclusive of the damages and conditions noted.

By statute if you are present at the move-out inspection and refuse to sign the move-out list as prepared by us or you disagree with or dispute the accuracy of the list, you must either (1) sign and note on this form the items with which you disagree; (2) refuse to sign our list and give us a signed, written notice of the items (damages or their estimated amount) with which you disagree, dissent, or dispute, and return the list or notice to us.

If you are present at the move-out inspection and fail to sign the list we prepared (either with or without the items with which you disagree) or you fail to provide us your own signed, written list of the items with which you disagree, you cannot recover your security deposit or any other damages to which you would have otherwise been entitled under OCGA 44-7-35.

**If You Are Not Present at the Move-Out Inspection:** If you are not present at the move-out inspection after vacating and do not request a copy of our move-out damage list you may still dispute the damages we assessed.

If you do not inspect the premises after vacating and do not request a copy of our move-out damage list you may still dispute the damages we assessed.

**DWELLING UNIT DESCRIPTION.** Unit No. \_\_\_\_\_, \_\_\_\_\_ **Cavalier Crossing** \_\_\_\_\_ (street address) in  
**Lithonia** \_\_\_\_\_ (city), Georgia, \_\_\_\_\_ **30038** \_\_\_\_\_ (zip code).

**LEASE CONTRACT DESCRIPTION.** Lease Contract date: \_\_\_\_\_ **October 10, 2021** \_\_\_\_\_

Owner's name: **Cavalier at 100 LP** \_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Resident's Name: \_\_\_\_\_  
 Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Resident's Name: \_\_\_\_\_  
 Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Resident's Name: \_\_\_\_\_  
 Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Resident's Name: \_\_\_\_\_  
 Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Resident's Name: \_\_\_\_\_  
 Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Resident's Name: \_\_\_\_\_  
 Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

**Move-In** or  **Move-Out Condition** (Check one)

- Living Room**
- Walls \_\_\_\_\_
  - Wallpaper \_\_\_\_\_
  - Plugs, Switches, A/C Vents \_\_\_\_\_
  - Woodwork/Baseboards \_\_\_\_\_
  - Ceiling \_\_\_\_\_
  - Light Fixtures, Bulbs \_\_\_\_\_
  - Floor/Carpet \_\_\_\_\_
  - Doors, Stops, Locks \_\_\_\_\_
  - Windows, Latches, Screens \_\_\_\_\_
  - Window Coverings \_\_\_\_\_
  - Closets, Rods, Shelves \_\_\_\_\_
  - Closet Lights, Fixtures \_\_\_\_\_
  - Lamps, Bulbs \_\_\_\_\_
  - Water Stains on Walls or Ceilings \_\_\_\_\_
  - Other \_\_\_\_\_

- Kitchen**
- Walls \_\_\_\_\_
  - Wallpaper \_\_\_\_\_
  - Plugs, Switches, A/C Vents \_\_\_\_\_
  - Woodwork/Baseboards \_\_\_\_\_
  - Ceiling \_\_\_\_\_
  - Light Fixtures, Bulbs \_\_\_\_\_
  - Floor/Carpet \_\_\_\_\_
  - Doors, Stops, Locks \_\_\_\_\_
  - Windows, Latches, Screens \_\_\_\_\_
  - Window Coverings \_\_\_\_\_
  - Cabinets, Drawers, Handles \_\_\_\_\_
  - Countertops \_\_\_\_\_
  - Stove/Oven, Trays, Pans, Shelves \_\_\_\_\_
  - Vent Hood \_\_\_\_\_
  - Refrigerator, Trays, Shelves \_\_\_\_\_
  - Refrigerator Light, Crisper \_\_\_\_\_
  - Dishwasher, Dispensers, Racks \_\_\_\_\_

Sink/Disposal \_\_\_\_\_  
Microwave \_\_\_\_\_  
Plumbing Leaks or Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**General Items**

Thermostat \_\_\_\_\_  
Cable TV or Master Antenna \_\_\_\_\_  
A/C Filter \_\_\_\_\_  
Washer/Dryer \_\_\_\_\_  
Garage Door \_\_\_\_\_  
Ceiling Fans \_\_\_\_\_  
Exterior Doors, Screens/Screen Doors, Doorbell \_\_\_\_\_  
Fireplace \_\_\_\_\_  
Other \_\_\_\_\_

**Dining Room**

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Halls**

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Exterior (if applicable)**

Patio/Yard \_\_\_\_\_  
Fences/Gates \_\_\_\_\_  
Faucets \_\_\_\_\_  
Balconies \_\_\_\_\_  
Other \_\_\_\_\_

**Bedroom (describe which one):**

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Bedroom (describe which one):**

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_

Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Bath (describe which one):**

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Exhaust Fan/Heater \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Sink, Faucet, Handles, Stopper \_\_\_\_\_  
Countertops \_\_\_\_\_  
Mirror \_\_\_\_\_  
Cabinets, Drawers, Handles \_\_\_\_\_  
Toilet, Paper Holder \_\_\_\_\_  
Bathtub, Enclosure, Stopper \_\_\_\_\_  
Shower, Doors, Rods \_\_\_\_\_  
Tile \_\_\_\_\_  
Plumbing Leaks or Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Half Bath**

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Exhaust Fan/Heater \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Sink, Faucet, Handles, Stopper \_\_\_\_\_  
Countertops \_\_\_\_\_  
Mirror \_\_\_\_\_  
Cabinets, Drawers, Handles \_\_\_\_\_  
Toilet, Paper Holder \_\_\_\_\_  
Tile \_\_\_\_\_  
Plumbing Leaks or Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Bedroom (describe which one):**

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Bath (describe which one):**

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_

Ceiling \_\_\_\_\_  
 Light Fixtures, Bulbs \_\_\_\_\_  
 Exhaust Fan/Heater \_\_\_\_\_  
 Floor/Carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, Stops, Locks \_\_\_\_\_  
 Windows, Latches, Screens \_\_\_\_\_  
 Window Coverings \_\_\_\_\_  
 Sink, Faucet, Handles, Stopper \_\_\_\_\_  
 Countertops \_\_\_\_\_  
 Mirror \_\_\_\_\_  
 Cabinets, Drawers, Handles \_\_\_\_\_  
 Toilet, Paper Holder \_\_\_\_\_  
 Bathtub, Enclosure, Stopper \_\_\_\_\_  
 Shower, Doors, Rods \_\_\_\_\_  
 Tile \_\_\_\_\_  
 Plumbing Leaks or Water Stains on Walls or Ceilings \_\_\_\_\_  
 \_\_\_\_\_  
 Other \_\_\_\_\_

**Safety-Related Items** (*Put "none" if item does not exist*)  
 Door Knob Locks \_\_\_\_\_  
 Keyed Deadbolt Locks \_\_\_\_\_  
 Keyless Deadbolts \_\_\_\_\_  
 Keyless Bolting Devices \_\_\_\_\_  
 Sliding Door Latches \_\_\_\_\_  
 Sliding Door Security Bars \_\_\_\_\_  
 Sliding Door Pin Locks \_\_\_\_\_  
 Doorviewers \_\_\_\_\_  
 Window Latches \_\_\_\_\_  
 Porch and Patio Lights \_\_\_\_\_  
 Smoke Detectors (push button to test) \_\_\_\_\_  
 Alarm System \_\_\_\_\_  
 Fire Extinguishers (look at charge level BUT DON'T TEST!) \_\_\_\_\_  
 \_\_\_\_\_  
 Garage Door Opener \_\_\_\_\_  
 Gate Access Card(s) \_\_\_\_\_  
 Other \_\_\_\_\_  
 \_\_\_\_\_

**Date of Move-In:** \_\_\_\_\_  
 or  
**Date of Move-Out:** \_\_\_\_\_

**SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Acknowledgment.** You acknowledge that you have inspected and tested all of the safety-related items (if in the dwelling) and that they are working, except as noted above. All items will be assumed to be in good condition unless otherwise noted on this form. You acknowledge receiving written operating instructions on the alarm system and gate access entry systems (if there are any). You acknowledge testing the smoke detector(s) and verify that they are operating correctly. You acknowledge that you and management have inspected the dwelling unit and that no signs of bedbugs or other pests are present. This unit is in a decent, safe and sanitary condition.  
*In signing below, you accept this inventory as part of the Lease Contract and agree that it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out.*

**Resident or Resident's Agent:** \_\_\_\_\_ **Date of Signing** \_\_\_\_\_  
**Owner or Owner's Representative:** \_\_\_\_\_ **Date of Signing** \_\_\_\_\_

LEASE CONTRACT BUY-OUT AGREEMENT



1. DWELLING UNIT DESCRIPTION

Unit No. [redacted] Cavalier
Crossing
(street address) in
Lithonia
(city), Georgia, 30038 (zip code).

2. LEASE CONTRACT DESCRIPTION

Lease Contract Date: October 10, 2021
Owner's name: Cavalier at 100 LP

Residents (list all residents):
[redacted]

3. The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early—subject to any special provisions in paragraph 9 below. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this Buy-Out Agreement.

4. BUY-OUT PROCEDURES. You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term if all of the following occur:

- (a) you give us written notice of buy-out at least 60 days prior to the new termination date (i.e., your new move-out date), which (check one) [ ] must be the last day of a month or [x] may be during a month;
(b) you specify the new termination date in the notice, i.e., the date by which you'll move out;
(c) you are not in default under the Lease Contract on the date you give us the notice of buy-out;
(d) you are not in default under the Lease Contract on the new termination date (move-out date);
(e) you move out on or before the new termination date and do not hold over;
(f) you pay us a buy-out fee (consideration) of \$ 1570.00 ;
(g) you pay us the amount of any concessions you received when signing the Lease Contract; and
(h) you comply with any special provisions in paragraph 9 below.

5. WHEN PAYABLE. The buy-out fee in paragraph 4(f) is due and payable no later than 60 days after you give us your buy-out notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the

entire lease term is \$ 0.00 and is due payable on the same day as the buy-out fee, subject to any special provisions in paragraph 9 regarding the amount, calculation method, or payment date.

6. SHOWING UNIT TO PROSPECTIVE RESIDENTS. After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your new termination date.

7. COMPLIANCE ESSENTIAL. Our deposit of all amounts due under paragraphs 4(f) and 4(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically; and (1) any amounts you have paid under this agreement will become part of your security deposit, and (2) the lease will continue without buy-out. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.

8. MISCELLANEOUS. If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 4(c) and 4(d) of this agreement means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.

9. SPECIAL PROVISIONS. Your right of buy-out (check one) [ ] is or [x] is not limited to a particular fact situation. If limited, buy-out may be exercised only if the following facts (see below) occur and any described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed agreement. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:

Termination fee Equals to 1 Month Rent.
[redacted]

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Lease Contract

October 10, 2021

DocuSigned by: [redacted]

DocuSigned by: [redacted]



### MOLD INFORMATION AND PREVENTION ADDENDUM



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

**1. DWELLING UNIT DESCRIPTION.**

Unit No. [redacted] **Cavalier**  
**Crossing**  
\_\_\_\_\_  
(street address) in  
**Lithonia**  
(city), Georgia, **30038** (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: **October 10, 2021**  
Owner's name: **Cavalier at 100 LP**

Residents (list all residents):

[redacted]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. ABOUT MOLD.** Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

**4. PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or

cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

**5. IN ORDER TO AVOID MOLD GROWTH,** it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

**6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES** (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be





NO-SMOKING ADDENDUM

Date: October 10, 2021
(when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. DWELLING UNIT DESCRIPTION.
Unit No. [redacted] Cavalier
Crossing
Lithonia
(city), Georgia, 30038 (zip code).

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: October 10, 2021
Owner's name: Cavalier at 100 LP

Residents (list all residents):
[redacted]

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. DEFINITION OF SMOKING. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED. All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds.

Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents inside any dwelling or building is also prohibited by this Addendum and other provisions of the Lease Contract.

5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY. Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least [redacted] feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling [X] is [ ] is not permitted.

The following outside areas of the community may be used for smoking: None

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING. You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free apartment community.

7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM. We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

**9. EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING.**

Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

**10. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS.**

You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

**11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT.**

Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your dwelling or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

**12. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

\_\_\_\_\_  
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**Resident or Residents**  
*(All residents must sign here)*

**Owner or Owner's Representative**  
*(Signs here)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_



PACKAGE ACCEPTANCE ADDENDUM

1. DWELLING UNIT DESCRIPTION.

Unit No. [redacted], [redacted] Cavalier Crossing (street address) in Lithonia (city), Georgia, 30038 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 10, 2021
Owner's name: Cavalier at 100 LP

Residents (list all residents):

[redacted]

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract.

3. PURPOSE OF ADDENDUM. By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

4. PACKAGE ACCEPTANCE.

A. Generally. You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual.

B. Limitations. You understand and agree that we may refuse to accept any package for any reason or no reason at all.

5. TIME LIMITATION. Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than 3 days after receipt.

Resident or Residents (All residents must sign)

[Redacted signature lines]

6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER. As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours.

7. SEVERABILITY. If any provision of this Addendum or the Lease Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Management does not accept packages in the office. All package must be left in the Amazon Hub or at the front door of the unit. Management is not responsible for loss or stolen packages.

[Redacted signature lines for special provisions]

Owner or Owner's Representative (Signs below)

Date of Signing Addendum

DocuSigned by: [redacted] rtment Association, Inc. [redacted]

269E28D967784E5



RESIDENT PARKING ADDENDUM



Date: October 10, 2021 (when this Addendum is filled out)

1. DWELLING UNIT DESCRIPTION.

Unit No. [redacted] Cavalier Crossing (street address) in Lithonia (city), Georgia, 30038 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 10, 2021 Owner's name: Cavalier at 100 LP

Residents (list all residents):

[redacted]

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract.

The term of this Parking Addendum is as follows: Begins on November 15th, 2021 and ending on December 14th, 2022.

RESIDENT AND OWNER AGREE AS FOLLOWS:

- 3. You agree to properly register all vehicles with management.
4. If you are provided with a parking tag or sticker it must be properly installed and displayed.
5. Unless your vehicle(s) has been assigned a specific space(s) you may park in any available space(s) in the parking areas...
6. If you are assigned a specific parking space(s) we shall assign you the space(s) and retain the right to change assigned space(s) at our sole discretion.
7. You understand and accept that we have the right at any time, without notice, to tow unauthorized or non-registered vehicles from any parking space on the property.
8. You agree to use parking spaces in accord with the terms of the Lease and Community Rules.
9. Any vehicles which are improperly parked or are in violation of this addendum, the terms of the Lease or Community Rules will be towed at your expense.

- 10. You understand that we will not be held liable for any damage or theft that may occur while your vehicle(s) is parked on any part of the property.
11. Any action by you, any occupant, guest, or visitor that violates this addendum shall constitute a violation of the Lease Contract.
12. You understand and agree that any judgment of possession entered against you shall be a judgment for possession of any parking spaces which you are entitled to under this addendum.

COST FOR PARKING

Resident agrees to pay a onetime fee of \$ per vehicle on or before the day of. In alternative resident agrees to pay \$ monthly per vehicle due on or before the day of the month.

Resident understands and accepts that all-parking rights and privileges will immediately be revoked in the case that Resident is days delinquent in paying the required parking fee.

Resident agrees to pay \$ NSF fee for all checks returned for non-sufficient funds.

VEHICLE INFORMATION:

Vehicle 1 Make: [redacted] Model & Year: [redacted] State: License Plate: Permit Number: Phone Number: Parking Space:

Vehicle 2 Make: Model & Year: State: License Plate: Permit Number: Phone Number: Parking Space:

Vehicle 3 Make: Model & Year: State: License Plate: Permit Number: Phone Number: Parking Space:



LEASE ADDENDUM
FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE



1. DWELLING UNIT DESCRIPTION.

Unit No. [redacted], [redacted] Cavalier Crossing
(street address) in Lithonia
(city), Georgia, 30038 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 10, 2021
Owner's name: Cavalier at 100 LP

Residents (list all residents):

[redacted]

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract.

3. REMOTE CONTROL/CARDS/CODE FOR GATE ACCESS.

- Remote control for gate access. Each person who is listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or other occupants will require a \$ 75.00 non-refundable fee.
Cards for gate access. Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or other occupants will require a \$ 25.00 non-refundable fee.
Code for gate access. Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

4. DAMAGED, LOST OR UNRETURNED REMOTE CONTROLS, CARDS OR CODE CHANGES.

- If a remote control is lost, stolen or damaged, a \$ 75.00 fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ deduction from the security deposit.
If a card is lost, stolen or damaged, a \$ 25.00 fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ deduction from the security deposit.
We may change the code(s) at any time and notify you accordingly.

5. REPORT DAMAGE OR MALFUNCTIONS. Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

6. FOLLOW WRITTEN INSTRUCTIONS. We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

7. PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE. Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

8. RULES IN USING VEHICLE GATES.

- Always approach entry and exit gates with caution and at a very slow rate of speed.
Never stop your car where the gate can hit your vehicle as the gate opens or closes.
Never follow another vehicle into an open gate. Always use your card to gain entry.
Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
Never force the gate open with your car.
Never get out of your vehicle while the gates are opening or closing.
If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
If you lose your card, please contact the management office immediately.
Do not give your card or code to anyone else.
Do not tamper with gate or allow your occupants to tamper or play with gates.



LEASE CONTRACT ADDENDUM FOR SATELLITE DISH OR ANTENNA



Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased dwelling, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. DWELLING UNIT DESCRIPTION.

Unit No. [redacted], [redacted] Cavalier Crossing (street address) in Lithonia (city), Georgia, 30038 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 10, 2021
Owner's name: Cavalier at 100 LP

Residents (list all residents):

[redacted]

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. NUMBER AND SIZE. You may install 0 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

4. LOCATION. Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

5. SAFETY AND NON-INTERFERENCE. Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

6. SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF DWELLING. You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

7. SAFETY IN INSTALLATION. In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

8. MAINTENANCE. You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

9. REMOVAL AND DAMAGES. You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the NAA Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

10. LIABILITY INSURANCE. You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$ 0.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.

11. SECURITY DEPOSIT. An additional security deposit of \$ 0.00 will be charged. We (check one) [X] will consider or [ ] will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract (check one) [ ] does or [X] does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.

**12. WHEN YOU MAY BEGIN INSTALLATION.** You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 11; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.

**13. MISCELLANEOUS.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

**14. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

A satellite dish may not be permanently affixed anywhere on the property, either inside or outside of your dwelling unit or in any common area.

\_\_\_\_\_  
\_\_\_\_\_  
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**Resident or Residents**  
*(All residents must sign here)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner or Owner's Representative**  
*(Signs here)*

\_\_\_\_\_

**Date of Lease Contract**

**October 10, 2021**

\_\_\_\_\_

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT  
FOR USE OF COMMON AREA AMENITIES

In consideration for receiving permission by Dekalb County, GA (hereinafter "County and State") to BE ON PREMISES at the Property Pool, Tennis Courts, Clubhouse, Playground, Walking Path, and any other common areas (hereinafter the "Activity or Activities"),

I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand that notwithstanding the execution of this document that the Association of my property has monitored, and shall continue to monitor and provide updates on the guidelines for use of common areas and amenities as issued by local and Federal agencies and authorities and that I shall abide by those guidelines as shall be implemented from time to time as may be required. I also understand that it remains my responsibility to be responsive for myself, as well as my children, if any, as to all guidelines and requirements for social distancing and including, but not limited to, the wearing of masks as may be required.
2. I further understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the acknowledge and understand that that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates.
3. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in the Activities.
4. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity contract) the Association, its officers, directors, agents, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my being on the premises and participating in the Activities.
5. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
6. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of GA.

I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal dated, 10/10/2021.

SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

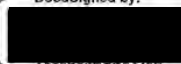
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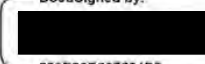
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**PANDEMIC, ENDEMIC, HEALTH EMERGENCY AND COVID-19 ADDENDUM**

*Becomes part of Lease Contract*

**DWELLING UNIT DESCRIPTION**

Unit No. [REDACTED] at [REDACTED] Cavalier Crossing (street address) in Lithonia (city), GA (state)

**LEASE CONTRACT DESCRIPTION**

Lease Contract Date: 11/15/2021

Owners Name: American Landmark Management LLC

Residents (list all residents): [REDACTED]

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**General Pandemic, Endemic and Health Emergency Issues During Lease Term**

During the lease term and any renewal thereof, Resident hereby agrees that in the event of a pandemic, endemic or other health emergency, such as COVID-19, to the extent applicable to the city, county or state where the apartment building is located, Resident shall:

- Comply with and observe all guidelines, protocols, laws, statutes, codes, acts, ordinances, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, orders, directions and requirements issued or proffered by Owner, the Center for Disease Control, the World Health Organization, any applicable department of health and/or any other federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of the foregoing, including any quasi-governmental and/or regulatory body, agency and/or authority (collectively "Health Guidelines"). Such Health Guidelines may include, without limitation, social distancing, self-quarantining after knowingly being exposed to the virus, disease or other illness and/or self-quarantining when exhibiting symptoms of the virus, disease or other illness; and
- Promptly inform Owner or its property manager if Resident, to his/her knowledge, (i) has been exposed to someone who has been confirmed to have the virus, disease or other illness in question; (ii) is experiencing any symptoms of the virus, disease or other illness in question; and/or (iii) has tested positive for, or otherwise been diagnosed with, the virus, disease or other illness in question.

**COVID-19 Issues Prior to Move-In**

Resident acknowledges that, as part of Resident's rental application, Resident certified as follows:

**"AS OF THE DATE SET FORTH BELOW MY SIGNATURE, I HEREBY CERTIFY THAT, TO MY KNOWLEDGE, WITHIN THE PAST FOURTEEN (14) DAYS, I (I) HAVE NOT BEEN EXPOSED TO SOMEONE WHO HAS BEEN CONFIRMED TO HAVE COVID-19; (II) AM NOT EXPERIENCING ANY SYMPTOMS OF COVID-19; (III) HAVE NOT TESTED POSITIVE FOR COVID-**

**19; AND (IV) HAVE BEEN COMPLYING WITH ALL APPLICABLE SHELTER-IN-PLACE/STAY-AT-HOME ORDERS OR OTHER LAWS, ORDINANCES OR ORDERS RELATING TO COVID-19 AND OTHERWISE ABIDING BY CDC GUIDELINES.”**

Resident hereby expressly acknowledges and agrees that, on the date that Resident is scheduled to move into the apartment (the “**Scheduled Move-In Date**”), Resident must re-certify as follows as of the Scheduled Move-In Date:

**I HEREBY CERTIFY THAT, TO MY KNOWLEDGE, WITHIN THE PAST FOURTEEN (14) DAYS, I (I) HAVE NOT BEEN EXPOSED TO SOMEONE WHO HAS BEEN CONFIRMED TO HAVE COVID-19; (II) AM NOT EXPERIENCING ANY SYMPTOMS OF COVID-19; (III) HAVE NOT TESTED POSITIVE FOR COVID-19; AND (IV) HAVE BEEN COMPLYING WITH ALL APPLICABLE SHELTER-IN-PLACE/STAY-AT-HOME ORDERS OR OTHER LAWS, ORDINANCES OR ORDERS RELATING TO COVID-19 AND OTHERWISE ABIDING BY CDC GUIDELINES.**

If Resident cannot, or refuses to, make such certification as of the Scheduled Move-In Date, then:

- (a) Owner shall have the right to require Resident to reschedule the Scheduled Move-In Date until such date as Resident can, or is willing to, make the above certification. Resident shall be entitled to an abatement of rent on a daily basis during the period between the Scheduled Move-In Date and the actual move-in date. If Resident does not make such certification within fourteen (14) days after the Scheduled Move-In Date, then Owner shall have the right to terminate the Lease Contract upon written notice to Resident, in which event Owner shall refund to Resident only any deposit(s) and any rent paid under the Lease Contract.
- (b) Resident shall have the right to terminate the Lease Contract upon written notice to Owner, in which event Owner shall refund to Resident only any deposit(s) and any rent paid under the Lease Contract.

If Resident’s certification and/or re-certification is not true, correct and complete in all respects, then Resident shall be deemed to be in default under the Lease Contract, and Owner may pursue all rights and remedies thereunder, including, without limitation, the right to pursue an eviction.

Resident(s)

DocuSigned by:  
  
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Date: 10/15/2021

Owner/Agent:

DocuSigned by:  
  
269E28D967784E5...

Date: 10/15/2021

\_\_\_\_\_  
Date: \_\_\_\_\_

### Valet Trash Service Addendum

Valet trash service will be provided for each resident **Sunday - Thursday**. **Valet Trash service will be provided at the monthly cost of 25.00**. A stationary container (Waste Station) will be provided to each resident in the breezeway area and must be used in conjunction with the valet service. **Bagged trash should be placed inside the Waste Station only between the hours of 6:00pm - 9:00am**. Service will begin at **8:00pm**. All trash must be in bags and securely tied. Only bagged trash placed inside the waste station will be collected. No loose trash will be collected. All boxes must be broken down and flattened. The Waste Stations are the property of **Tide Valet**. It is the responsibility of each resident to keep his or her Waste Station clean. There will be a **25.00** charge to the resident if an additional or replacement Waste Station is needed or if you take the Waste Station with you when you move out.

If any resident has trash that does not fit in the Waste Station or misses service on any of the designated nights, it is their responsibility to bring trash to the designated compactor or dumpster area or keep the trash inside his or her apartment until the next collection evening. **Trash may NOT be left out for any reason during non-designated times**. If not complied with, resident will receive a warning. If after the first warning the resident is again in violation, his or her Waste Station will be removed and/or a fine of **25.00** per bag will be issued. Waste Stations may be returned after a return fee is paid and with the resident's thorough understanding of the procedures for the service. If this problem continues beyond that, valet service for that resident will be terminated and disposing of trash will become the resident's responsibility.

We hope everyone will follow the rules to enjoy this amenity. By not following the rules for our community, you are in violation of your lease agreement and this will be handled accordingly.

We ask that everyone do his or her part in keeping our property clean and beautiful.

By signing this addendum you are stating that you are fully aware of the rules for the valet trash service and the penalties that may be incurred.

DocuSigned by:  
[Redacted Signature] 10/15/2021  
Resident Signature Date

[Redacted Signature] Apt #.  
DocuSigned by:  
[Redacted Signature] 10/15/2021  
Property Representative Date

Resident Signature Date

Resident Signature Date

Resident Signature Date



### ELECTRIC TURNOVER VERIFICATION

It is required that within 48 hours prior to your move in date, the electric service with \_\_\_\_\_ be placed in your name. We will need to know the account number for our files.

**Please write your new account information below, which is confirmation that all required deposits have been made to the utility vendor. Return this form to us on your move in day.**

I verify that I, [REDACTED] will be occupying apartment # [REDACTED] on 11/15/2021 and that electric service will be in my name as of my move in date.

**THE ACCOUNT NUMBER IS: #0**

**THE SCHEDULED DATE IS:**

**NOTE:**

**Electric must remain in your name through the agreed upon move out date between the resident and management and may only be placed back in managements name the day after. Failure to leave electric service in your name will result in the bill being charged back to you as well as a \$50.00 utility penalty fee.**

**YOU WILL NOT RECEIVE YOUR KEYS AT MOVE IN WITHOUT PROVIDING YOUR ACCOUNT NUMBER AND CONFIRMATION THAT THE ELECTRIC AT THE UNIT LISTED ABOVE IS IN YOUR NAME.**

DocuSigned by:  
[REDACTED]  
\_\_\_\_\_  
Resident Signature                      10/15/2021  
Date

DocuSigned by:  
[REDACTED]  
\_\_\_\_\_  
Agent for Owner Signature                      10/15/2021  
Date

\_\_\_\_\_  
Resident Signature                      \_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature                      \_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature                      \_\_\_\_\_  
Date



### Concierge Services Summary

- **Package Access System**

When available, a 24/7 delivery and access system fee will be included in your rent. The rent will be increased by **\$5.00 per month** effective immediately upon availability of the system, and becomes part of your new monthly rent payment. See addendum for applicable rules and regulations, incorporated herein and in your lease document by reference.

- **Resident Protection Insurance**

You are required to maintain at all times renter's insurance for your protection and ours. If for any reason your policy cancels and/or expires, you understand that your account will be billed **\$75.00** for a violation fee.

- **Concierge Trash Service**

Your community provides a concierge trash removal service at an additional cost of **\$25.00 per month**, which is added to and incorporated in your monthly rental payment. See addendum for applicable rules and regulations, incorporated herein and in your lease document by reference.

- **Technology Package**

When available, you will be required to obtain enhanced WiFi/Cable services from the master provider at a monthly cost of **\$99.00**, which is added to and incorporated in your monthly rental payment. You are also allowed by law to obtain additional service of your choice, through the master provider and at your own expense.

DocuSigned by:  
[Redacted Signature] \_\_\_\_\_ 10/15/2021  
Resident Signature Date

DocuSigned by:  
[Redacted Signature] \_\_\_\_\_ 10/15/2021  
Agent for Owner Signature Date

\_\_\_\_\_  
Resident Signature Date

\_\_\_\_\_  
Resident Signature Date

\_\_\_\_\_  
Resident Signature Date

**INSURANCE ADDENDUM**  
**(Liability Insurance Required)**

This Addendum ("Addendum") is dated and effective as of the date on the Apartment Lease Contract ("Lease") to which this addendum is attached and made a part of the Lease. As in the Lease, the resident(s) is/are referred to as "you" and the landlord is referred to as "us" or "we".

**Renter's Insurance:** You covenant and agree to purchase liability insurance a/k/a Renters Insurance (HO-4) on or before the commencement date of the Lease from an insurance carrier admitted in the state of GA. Your Liability insurance shall insure you and your guest(s), invitee(s), agent(s), and or any other person at the apartment community associated with you, on an occurrence basis as opposed to a claim made basis, against any liability occasioned by acts on or about the premises and/or any appurtenances to the premises. Such policy shall be written by an acceptable carrier with personal liability coverage limit of **\$300,000.00**. You will provide us with evidence on or before signing the Lease that the policy is sufficient, paid for and active. Furthermore, this Liability insurance policy shall name us as an additional insured and provide that we must be notified in writing not later than thirty (30) days in advance of cancellation of and/or modification(s) to the policy. You shall be responsible for renewing the liability policy not less than thirty (30) days prior to the expiration date of the policy, and must furnish the certificate and receipted invoice of payment to us. Failure by you to keep this policy current and active during the term of the Lease and any extension or renewal thereof shall be considered a material breach of the Lease and thus grounds for termination of the Lease. Termination of the Lease shall in no way relieve you of any outstanding liabilities and obligations owed to us and such liabilities and obligations shall survive any termination of the Lease under these recited conditions and/or otherwise.

You agree to pay **\$75.00** per month as a violation fee, in additional to all other charges under the Lease in the event your renter's insurance policy is cancelled at any time(s) during lease term.

This charge does not protect you and/or any occupant(s) and/or guest(s) and/or invitee(s) against personal loss or damage to your or their personal property and/or belongings. Only a separate renters' insurance policy binder purchased by you may do this. You acknowledge that insurance maintained by Lessor does not protect against loss or damage to your personal property or belongings, and does not cover your liability to us for loss or damage to the dwelling unit or otherwise at and around the apartment community caused by your actions and/or the actions of any of your occupant(s) and/or any guest(s) and/or invitee(s) and/or occupant(s) of your apartment and/or otherwise. You also acknowledge that you shall be liable to others, including, if applicable, us, for loss or damage caused by the negligent and/or intentional actions of you and/or your occupant(s) and/or guest(s) and/or invitee(s).

This Addendum is an integral and material part of the Lease. This Addendum may not be altered or amended in any way except in a writing signed by both you and us. By signing this Addendum, you acknowledge that you have read this Addendum fully and agree to all terms and provisions set forth herein.

The terms and provisions of this Addendum shall supersede anything to the contrary in the Lease and/or any other addendum to the Lease.

The terms and provisions of this Addendum shall not be construed more strongly against you or us regardless of who is more responsible for its preparation.

Nothing contained herein is intended nor shall it be construed to limit the liability of you, your occupant(s), guest(s) and/or invitee(s) to us, or otherwise limit our remedies against you and/or your occupant(s), guest(s), and/or invitee(s) for any breach of the Lease. Accordingly, you shall be responsible for all damage sustained by us, our agent(s), including, without limitation Robbins employee(s) and representative(s) and/or any others associated with us, caused by the negligent and/or intentional actions of you and/or your occupant(s) and/or guest(s) and/or invitee(s) and/or by any breach of the Lease.

Resident or Residents (all sign below)

DocuSigned by:  
[Redacted Signature]

A569E3FBED2449B

DocuSigned by:

[Redacted Signature]

269E28D967784E5

Owners(s) Representative (signing on behalf of owner(s))

## PACKAGE ACCEPTANCE ADDENDUM

This Addendum ("Addendum") is dated and effective as of the date on the Apartment Lease Contract ("Lease") to which this addendum is attached and made a part of the Lease. As in the Lease the resident(s) is/are referred to as "you" and the landlord is referred to as "us" or "we".

For this system, you accept a monthly charge of 5.00 /month

You acknowledge that: Please initial the following:

- A secure package locker system is available on site. This system will accept packages on your behalf and send you notification of receipt. This system accepts packages from most carriers except USPS (United States Postal Service). We do not accept packages at the office.
- We do not sign for package deliveries. If a package delivery requires a signature, it is up to you to coordinate delivery with the carrier.
- Packages will be stored in the locker for up to 48 hours. You must retrieve package(s) from the locker within 48 hours (2 days) to avoid being charged a N/A daily fee. If any package is not retrieved in the designated time, you hereby grant us the right to return the package to the sender at your sole expense and charge as well as charge the daily fee to your account. Large or bulky packages will not be accepted. You will need to coordinate delivery or pickup of such package(s) with the carrier. We accept no liability for damage of packages or goods contained in the packages. We do not accept COD (Cash on Delivery) packages, parcels, or envelopes of any type.
- You hereby acknowledge and agree that we have no responsibility to notify you of the receipt by us of any package(s). It is your sole responsibility to instruct the delivering entity to notify you of any delivery. You assume all risks associated with authorizing us to accept packages on your behalf and agree that we are not responsible in any way whatsoever for any lost, misplaced, stolen and/or damaged package(s) and/or other items so delivered to us.
- In accordance with the foregoing, you hereby agree to indemnify, defend, and hold harmless us, our principal(s), agent(s) (including, without limitation, **Cavalier at 100** our joint and respective representatives, employees, directors, officers, members, partners and all associated with us from any and all damages and liability, including, without limitation, attorney fees, that may result from us accepting delivery of any package(s) on your behalf. Carriers must always attempt to deliver packages to your apartment as the office will not accept or sign for your packages.
- We do not accept liability or responsibility for any package(s), even if the carrier shows a delivery signature. If a package is lost or not delivered, it is your responsibility to work with the carrier to resolve the delivery issue. You assume all risk of loss with regard to the delivery of any package(s) to the community.

By signing below you acknowledge that you have read the foregoing and fully understand that we have shall have no liability associated in any way whatsoever with the convenience we offer you herein.

Resident or Residents (all sign below)

DocuSigned by:   
 Resident Signature \_\_\_\_\_ 10/15/2021  
 Date

DocuSigned by:   
 Agent for Owner Signature \_\_\_\_\_ 10/15/2021  
 Date

Resident Signature \_\_\_\_\_  
 Date

Resident Signature \_\_\_\_\_  
 Date

Resident Signature \_\_\_\_\_  
 Date

**CREDIT REPORTING ADDENDUM:**

**DISCLOSURE OF RESIDENT'S FINANCIAL RESPONSIBILITY RENTPLUS CHARGES**

Upon execution of this addendum, Resident shall be enrolled in RentPlus, a credit reporting and financial tool that reports the timeliness and completeness of Resident's rent and other payments due under the Rental Agreement and this addendum. After a 30-day trial period of RentPlus services Resident will be charged a financial services fee of \$8.95 per month. In the event that there are multiple signers of this addendum, each signer will be separately enrolled in RentPlus for a combined fee of \$14.95 per month. Resident may opt out of RentPlus at any time, for any or no reason, by logging in at [my.rentplus.com/login](http://my.rentplus.com/login) and clicking on Account Settings, or by sending written notice of termination to RentPlus at RentPlus, 91 East 700 South, Logan UT 84332 – Attn: RentPlus Service Change. Resident's enrollment in RentPlus shall be subject to the terms and conditions of use that can be found at [www.rentplus.com/terms-of-use.html](http://www.rentplus.com/terms-of-use.html). The RentPlus services and fees may be altered, changed, terminated or otherwise modified by Rent Plus with thirty (30) days' advance notice to Resident. Resident(s) hereby acknowledge that Owner will provide the above described payment information to RentPlus and that Resident(s) will be enrolled in RentPlus.

Resident(s)' Signature \_\_\_\_\_  
\_\_\_\_\_

Community Staff Signature \_\_\_\_\_

DocuSigned by:  
[Redacted]

DocuSigned by:  
[Redacted]

**Addendum for Technology Package**

This Addendum ("Addendum") is dated and effective as of the date on the Apartment Lease Contract ("Lease") to which this addendum is attached and made a part of the Lease. As in the Lease, the resident(s) is/are referred to as "you" and the landlord is referred to as "us" or "we".

In order to facilitate immediate and continuous internet access and related services, your apartment is pre-equipped with a technology amenity package (hereinafter collectively referred to as "services"). The services commence immediately upon you taking occupancy of your apartment, without any need for any additional paperwork or other inconvenience to you. The charge for the technology package is **\$99.00** per calendar month, payable to us in advance on the first day of each calendar month during the term of the Lease and any extension thereof. This charge is in addition to base rent and other amounts payable by you to us as set forth in the Lease and/or any other addendum to the Lease. Where applicable by law, this charge is hereby deemed additional rent for purpose of the Lease.

You may not alter and/or remove from the apartment any of the equipment and/or related paraphernalia associated with the services. You are responsible to us for damage to, loss of, or the non-return of any such equipment and/or related paraphernalia.

We may change the television programming availability and Internet speed at any time provided that such change is made for all residents at the apartment community.

You acknowledge that we may, upon thirty (30) days written notice to you, terminate any or all of the services and adjust the additional rental we charge you for the services accordingly. Should our monthly costs for any of these services increase during the Lease term, you agree that we may, upon thirty (30) days written notice to you, increase the amount that you are required to pay to us for the services.

You understand that we may disconnect this service for non-payment of the service and/or the rent. In the event we disconnect the service, a reconnection fee of **\$50.00** will be assessed.

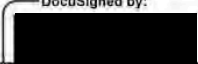
This Addendum is an integral and material part of the Lease. This Addendum may not be altered or amended in any way except in a writing signed by both you and us. By signing this Addendum, you acknowledge that you have read this Addendum fully and agree to all terms and provisions set forth herein.

The terms and provisions of this Addendum shall supersede anything to the contrary in the Lease and/or any addendum to the Lease.

The terms and provisions of this Addendum shall not be construed more strongly against you or us regardless of who is more responsible for its preparation.

Resident or Residents (all sign below)

Owners(s) Representative (signing on behalf of owner(s))

DocuSigned by:  
  
Resident Signature

DocuSigned by:  
  
Agent for Owner Signature

10/15/2021

Date

Resident Signature

Resident Signature

Resident Signature

**Cavalier at 100**

**Resident ledger - as of Property date: 03/16/2022**

Unit	Date	Period	Ctr#	Code	Description	Doc#	*	Charges	Credits	Balance
02206	03/04/2022			LATEFEE	March late fees			\$150.00		\$10171.11
02206	03/01/2022	032022		RENTINS	Renters Insurance Charges			\$75.00		\$10021.11
02206	03/01/2022	032022		RENT	Rent			\$1570.00		\$9946.11
02206	03/01/2022	032022		PESTCTRL	Pest Control			\$10.00		\$8376.11
02206	03/01/2022	032022		VALET	Valet Trash			\$25.00		\$8366.11
02206	03/01/2022	032022		WATER/SEWER	Water/Sewer Charge			\$70.00		\$8341.11
02206	03/01/2022	032022		CABLE	Technology Package Charges			\$99.00		\$8271.11
02206	03/01/2022	032022		TRASH	Trash Removal			\$10.00		\$8172.11
02206	03/01/2022	032022		PACKAGE	Package Locker Fee			\$5.00		\$8162.11
02206	02/28/2022	032022		CREDITRPT	RentPlus Credit Reporting - 01/01/22-01/31/22	40445022822022124		\$8.95		\$8157.11
02206	02/04/2022			LATEFEE	February late fees			\$150.00		\$8148.16
02206	02/01/2022	022022		RENTINS	Renters Insurance Charges			\$75.00		\$7998.16
02206	02/01/2022	022022		RENT	Rent			\$1570.00		\$7923.16
02206	02/01/2022	022022		PESTCTRL	Pest Control			\$10.00		\$6353.16
02206	02/01/2022	022022		VALET	Valet Trash			\$25.00		\$6343.16
02206	02/01/2022	022022		WATER/SEWER	Water/Sewer Charge			\$70.00		\$6318.16
02206	02/01/2022	022022		CABLE	Technology Package Charges			\$99.00		\$6248.16
02206	02/01/2022	022022		TRASH	Trash Removal			\$10.00		\$6149.16
02206	02/01/2022	022022		PACKAGE	Package Locker Fee			\$5.00		\$6139.16
02206	01/28/2022	022022		CREDITRPT	RentPlus Credit Reporting - 12/01/21-12/31/21	4044501282202084124		\$8.95		\$6134.16
02206	01/04/2022			LATEFEE	January late fees			\$150.00		\$6125.21
02206	01/01/2022	012022		RENTINS	Renters Insurance Charges			\$75.00		\$5975.21
02206	01/01/2022	012022		RENT	Rent			\$1570.00		\$5900.21
02206	01/01/2022	012022		PESTCTRL	Pest Control			\$10.00		\$4330.21
02206	01/01/2022	012022		VALET	Valet Trash			\$25.00		\$4320.21
02206	01/01/2022	012022		WATER/SEWER	Water/Sewer Charge			\$70.00		\$4295.21
02206	01/01/2022	012022		CABLE	Technology Package Charges			\$99.00		\$4225.21
02206	01/01/2022	012022		TRASH	Trash Removal			\$10.00		\$4126.21
02206	01/01/2022	012022		PACKAGE	Package Locker Fee			\$5.00		\$4116.21
02206	12/28/2021	012022		CREDITRPT	RentPlus Credit Reporting - 11/01/21-11/30/21	4044512282102084322		\$8.95		\$4111.21
02206	12/04/2021			LATEFEE	December late fees			\$150.00		\$4102.26
02206	12/01/2021	122021		RENTINS	Renters Insurance Charges			\$75.00		\$3952.26
02206	12/01/2021	122021		RENT	Rent			\$1570.00		\$3877.26
02206	12/01/2021	122021		PESTCTRL	Pest Control			\$10.00		\$2307.26
02206	12/01/2021	122021		VALET	Valet Trash			\$25.00		\$2297.26
02206	12/01/2021	122021		WATER/SEWER	Water/Sewer Charge			\$70.00		\$2272.26
02206	12/01/2021	122021		CABLE	Technology Package Charges			\$99.00		\$2202.26
02206	12/01/2021	122021		TRASH	Trash Removal			\$10.00		\$2103.26
02206	12/01/2021	122021		PACKAGE	Package Locker Fee			\$5.00		\$2093.26
02206	11/24/2021	122021		ATTRNY	Attorney Or Legal Charges - [REDACTED]			\$300.00		\$2088.26
02206	11/15/2021	112021		RENT	Rent			\$837.33		\$1788.26
02206	11/15/2021	112021		PESTCTRL	Pest Control			\$5.33		\$950.93
02206	11/15/2021	112021		TRASH	Trash Removal			\$5.33		\$945.60
									<b>Balance</b>	<b>\$10,171.11</b>

Unit	Date	Period	Ctrl#	Code	Description	Doc#	*	Charges	Credits	Balance
02206	11/15/2021	112021		VALET	Valet Trash			\$13.33		\$940.27
02206	11/15/2021	112021		WATER/SEWER	Water/Sewer Charge			\$37.33		\$926.94
02206	11/15/2021	112021		CABLE	Technology Package Charges			\$52.80		\$889.61
02206	11/15/2021	112021		PACKAGE	Package Locker Fee			\$2.67		\$836.81
02206	11/04/2021			LATEFEE	November late fees			\$150.00		\$834.14
02206	11/01/2021	112021		RENT	Rent			\$637.00		\$684.14
02206	11/01/2021	112021		PESTCTRL	Pest Control			\$3.27		\$47.14
02206	11/01/2021	112021		WATER/SEWER	Water/Sewer Charge			\$26.60		\$43.87
02206	11/01/2021	112021		VALET	Valet Trash			\$11.67		\$17.27
02206	11/01/2021	112021		TRASH	Trash Removal			\$3.27		\$5.60
02206	11/01/2021	112021		PACKAGE	Package Locker Fee			\$2.33		\$2.33
02206	10/10/2021	102021	445	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	S1F0QZ1NLA2			\$1616.00	\$0.00
02206	10/04/2021			LATEFEE	October late fees			\$150.00		\$1616.00
02206	10/01/2021	102021		RENT	Rent			\$1365.00		\$1466.00
02206	10/01/2021	102021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	10/01/2021	102021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	10/01/2021	102021		VALET	Valet Trash			\$25.00		\$37.00
02206	10/01/2021	102021		TRASH	Trash Removal			\$7.00		\$12.00
02206	10/01/2021	102021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	09/03/2021	092021	418	PMTOPACH	WelcomeHome ACH payment -- [REDACTED]	GFPK3LYMLA4			\$1466.00	\$0.00
02206	09/01/2021	092021		RENT	Rent			\$1365.00		\$1466.00
02206	09/01/2021	092021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	09/01/2021	092021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	09/01/2021	092021		VALET	Valet Trash			\$25.00		\$37.00
02206	09/01/2021	092021		TRASH	Trash Removal			\$7.00		\$12.00
02206	09/01/2021	092021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	08/03/2021	082021	417	PMTOPACH	WelcomeHome ACH payment -- [REDACTED]	D4D6J5VMLA5			\$1466.00	\$0.00
02206	08/01/2021	082021		RENT	Rent			\$1365.00		\$1466.00
02206	08/01/2021	082021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	08/01/2021	082021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	08/01/2021	082021		VALET	Valet Trash			\$25.00		\$37.00
02206	08/01/2021	082021		TRASH	Trash Removal			\$7.00		\$12.00
02206	08/01/2021	082021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	07/01/2021	072021		RENT	Rent			\$1365.00		\$0.00
02206	07/01/2021	072021		PESTCTRL	Pest Control			\$7.00		\$-1365.00
02206	07/01/2021	072021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$-1372.00
02206	07/01/2021	072021		VALET	Valet Trash			\$25.00		\$-1429.00
02206	07/01/2021	072021		TRASH	Trash Removal			\$7.00		\$-1454.00
02206	07/01/2021	072021		PACKAGE	Package Locker Fee			\$5.00		\$-1461.00
02206	06/15/2021	062021	448	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	M89Q0SQMMA1			\$1466.00	\$-1466.00
02206	06/01/2021	062021	431	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	CFX3J1NMLA8			\$1466.00	\$0.00
02206	06/01/2021	062021		RENT	Rent			\$1365.00		\$1466.00
02206	06/01/2021	062021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	06/01/2021	062021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	06/01/2021	062021		VALET	Valet Trash			\$25.00		\$37.00
02206	06/01/2021	062021		TRASH	Trash Removal			\$7.00		\$12.00
02206	06/01/2021	062021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	05/02/2021	052021	418	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	B47V00LMLA7			\$1466.00	\$0.00
									Balance	\$10,171.11

Unit	Date	Period	Ctrl#	Code	Description	Doc#	*	Charges	Credits	Balance
02206	05/01/2021	052021		RENT	Rent			\$1365.00		\$1466.00
02206	05/01/2021	052021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	05/01/2021	052021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	05/01/2021	052021		VALET	Valet Trash			\$25.00		\$37.00
02206	05/01/2021	052021		TRASH	Trash Removal			\$7.00		\$12.00
02206	05/01/2021	052021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	04/01/2021	042021		RENT	Rent			\$1365.00		\$0.00
02206	04/01/2021	042021		PESTCTRL	Pest Control			\$7.00		-\$1365.00
02206	04/01/2021	042021		WATER/SEWER	Water/Sewer Charge			\$57.00		-\$1372.00
02206	04/01/2021	042021		VALET	Valet Trash			\$25.00		-\$1429.00
02206	04/01/2021	042021		TRASH	Trash Removal			\$7.00		-\$1454.00
02206	04/01/2021	042021		PACKAGE	Package Locker Fee			\$5.00		-\$1461.00
02206	03/15/2021	032021		445 PMTOPCARD	WelcomeHome card payment -- [REDACTED]	D6844WCMLA5			\$1466.00	-\$1466.00
02206	03/01/2021	032021		412 PMTOPCARD	WelcomeHome card payment -- [REDACTED]	057F1WCMLA4			\$1466.00	\$0.00
02206	03/01/2021	032021		RENT	Rent			\$1365.00		\$1466.00
02206	03/01/2021	032021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	03/01/2021	032021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	03/01/2021	032021		VALET	Valet Trash			\$25.00		\$37.00
02206	03/01/2021	032021		TRASH	Trash Removal			\$7.00		\$12.00
02206	03/01/2021	032021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	02/03/2021	022021		425 PMTOPCARD	WelcomeHome card payment -- [REDACTED]	VRX8J49MLA2			\$1466.00	\$0.00
02206	02/01/2021	022021		RENT	Rent			\$1365.00		\$1466.00
02206	02/01/2021	022021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	02/01/2021	022021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	02/01/2021	022021		VALET	Valet Trash			\$25.00		\$37.00
02206	02/01/2021	022021		TRASH	Trash Removal			\$7.00		\$12.00
02206	02/01/2021	022021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	01/05/2021	012021		424 PMTOPCARD	WelcomeHome card payment [REDACTED]	CNDGLS6MLA8			\$1616.00	\$0.00
02206	01/04/2021			LATEFEE	January late fees			\$150.00		\$1616.00
02206	01/01/2021	012021		RENT	Rent			\$1365.00		\$1466.00
02206	01/01/2021	012021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	01/01/2021	012021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	01/01/2021	012021		VALET	Valet Trash			\$25.00		\$37.00
02206	01/01/2021	012021		TRASH	Trash Removal			\$7.00		\$12.00
02206	01/01/2021	012021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	12/01/2020	122020		RENT	Rent			\$1365.00		\$0.00
02206	12/01/2020	122020		PESTCTRL	Pest Control			\$7.00		-\$1365.00
02206	12/01/2020	122020		WATER/SEWER	Water/Sewer Charge			\$57.00		-\$1372.00
02206	12/01/2020	122020		VALET	Valet Trash			\$25.00		-\$1429.00
02206	12/01/2020	122020		TRASH	Trash Removal			\$7.00		-\$1454.00
02206	12/01/2020	122020		PACKAGE	Package Locker Fee			\$5.00		-\$1461.00
02206	11/30/2020	122020		416 PMTOPCARD	WelcomeHome card payment [REDACTED]	RVVZ5B2MLA7			\$21.74	-\$1466.00
02206	11/14/2020	112020		RENT	Rent			\$773.50		-\$1444.26
02206	11/14/2020	112020		APPROVAL	Approval Fee			\$200.00		-\$2217.76
02206	11/14/2020	112020		PESTCTRL	Pest Control			\$3.97		-\$2417.76
02206	11/14/2020	112020		WATER/SEWER	Water/Sewer Charge			\$32.30		-\$2421.73
02206	11/14/2020	112020		TRASH	Trash Removal			\$3.97		-\$2454.03
02206	11/14/2020	112020		VALET	Valet Trash			\$14.17		-\$2458.00
02206	11/14/2020	112020		UTILITYFEE	Utility Fee			\$25.00		-\$2472.17
02206	11/14/2020	112020		PACKAGE	Package Locker Fee			\$2.83		-\$2497.17
								<b>Balance</b>		<b>\$10,171.11</b>

Unit	Date	Period	Ctrl#	Code	Description	Doc#	*	Charges	Credits	Balance
02206	10/30/2020	112020	415	PMTOPIRD	Check Scan - [REDACTED]	20940002901			\$1000.00	-\$2500.00
02206	10/30/2020	112020	415	PMTOPIRD	Check Scan - [REDACTED]	20940002902			\$1000.00	-\$1500.00
02206	10/30/2020	112020	415	PMTOPIRD	Check Scan - [REDACTED]	20940002903			\$500.00	-\$500.00
02206	10/12/2020	102020		APPROVAL	Screening Additional Fee			\$300.00		\$0.00
02206	10/12/2020	102020		APPFEE	Online Application Fee			\$50.00		-\$300.00
02206	10/12/2020	102020		ADMINFEE	Online Admin/Move In Fee			\$175.00		-\$350.00
07407	10/12/2020	102020	442	PMTOPCARD	[REDACTED] Online Payment Fee	N8G14WWLLA1			\$300.00	-\$525.00
07407	10/12/2020	102020	442	PMTOPCARD	[REDACTED] Online Payment Fee	S6HN4WWLLA8			\$225.00	-\$225.00
									<b>Balance</b>	<b>\$10,171.11</b>

**Appendix C**  
**2023 Group Comments to in Response to the Federal Trade Commission’s Advanced  
Notice of Proposed Rulemaking**

This Appendix contains comments that the National Consumer Law Center, the National Housing Law Project, the National Association of Consumer Advocates, and 36 other organizations submitted on February 8, 2023, in response to the Federal Trade Commission’s Advance Notice of Proposed Rulemaking regarding unfair or deceptive fees, R207011. The Comments focused on rental housing junk fees and contained a survey of legal services and nonprofit attorneys from around the country who work with clients in rental housing-related contexts between March and April 2022.

February 8, 2023

*Via regulations.gov*

Federal Trade Commission

Office of the Secretary

600 Pennsylvania Avenue NW, Suite CC-5610 (Annex B)

Washington, DC 20580

**Re: Unfair or Deceptive Fees ANPR, R207011**

The 39 organizations listed below are pleased to submit these comments in response to the Federal Trade Commission’s (FTC) Advance Notice of Proposed Rulemaking regarding unfair or deceptive fees, R207011. These comments discuss the many fees, which we refer to as “junk fees,” charged to renters and rental housing applicants. We urge the FTC to work with the Consumer Financial Protection Bureau (CFPB) and the Department of Housing and Urban Development (HUD) to investigate and prevent the imposition of these junk fees so that they do not contribute to the already growing financial burden that renters in this country face.

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## EXECUTIVE SUMMARY

To secure and maintain rental housing, renters today typically face a dizzying array of unavoidable fees. These junk fees render safe and decent rental housing even more out of reach because renters must pay them on top of sky-high rents. Junk fees also jeopardize access to future housing and financial stability because they can become an alleged rental debt that leads to dunning by debt collectors and negative marks on credit reports.

To obtain detailed information about the state of rental housing-related junk fees, NCLC conducted a survey of legal services and nonprofit attorneys between November and December of 2022. We received 95 responses from 26 states and Washington, DC. The survey specifically asked respondents to indicate whether they had seen any of the following fees assessed as part of rental housing:

- Rental application fees
- Excessive late fees
- Utilities-related fees
- Processing or administrative fees
- Convenience fees
- Insurance fees
- Notice fees
- Fees charged by new corporate landlords
- High risk fees
- Charges in lieu of a security deposit
- Check cashing fees
- Fees to report payment info to the credit bureaus
- Other fees

Respondents also had the option of selecting “no fees,” but no respondents did.

The survey also asked respondents to provide detailed information about the types of fees that they have seen and any other relevant information. From those narrative responses, we identified a number of additional fees, including:

- Pet fees or pet rent
- Trash fees
- Valet trash fees
- Pest control fees
- Technology package/internet and cable-related fees
- Fees to “hold” an apartment
- Fees to rent month-to-month instead of on an annual basis

- Court costs and attorney’s fees
- Common area and amenity-related fees
- Roommate and guest-related fees
- Cleaning and repair fees
- Maintenance fees
- Inspection fees
- Mail sorting fees
- Fees charged each January

## RECOMMENDATIONS

This comment discusses the survey results and also provides the FTC with recommendations about how to protect renters from abusive junk fees and ensure their ability to secure safe and affordable housing. More specifically, this comment urges the FTC to:

1. Investigate corporate and large landlords that impose unavoidable and exploitative junk fees for potentially deceptive or unconscionable practices, including fees that:
  - Are excessive in amount or greater than the cost to the landlord of a service.
  - Pay for services not ultimately provided (e.g., valet trash).
  - Charge for services that the landlord is legally obligated to provide as part of renting a habitable premises (e.g., pest fees, fees to maintain the furnace to provide heat, etc.).
  - Prevent competition, such as requiring use of a certain insurer or cable/internet provider.
  - Violate the common law doctrine against liquidated damages (e.g., penalty fees, lease termination fees that do not consider whether a landlord was able to mitigate by re-renting to a new tenant).
  - Are prohibited by state or local law.
2. Work with the CFPB to investigate and bring enforcement actions against debt collectors that engage in collection practices that violate the Fair Debt Collection Practices Act in their collection of rental debt, which may include junk fees.<sup>1</sup>

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<sup>1</sup> See, e.g., April Kuehnhoff, et al., Nat’l Consumer Law Ctr., *Unfair Debts With No Way Out: Consumers Share Their Experiences With Rental Debt Collectors* (2022), <https://www.nclc.org/resources/unfair-debts-with-no-way-out/>.

3. Develop guidance or rules that prevent the imposition of unavoidable and exploitation junk fees, such as the fees described above in recommendation number 1. Work with the CFPB to develop guidance or rules under the Fair Debt Collection Practices Act stating that it is an unfair debt collection practice to collect such fees.
4. Develop guidance or rules to mandate that online platforms for rental advertisements, such as Zillow or Apartments.com, require disclosure of all fees—including fees charged before and after signing a lease—for a rental.
5. Work with the CFPB and HUD to study and address the disproportionate impact of these practices on renters and rental applicants of color.

## I. JUNK FEES MAKE RENTAL HOUSING EVEN MORE UNAFFORDABLE

Even before the COVID-19 pandemic, many renters struggled to find safe and stable housing, in part because of the severe affordable housing shortage. Pre-pandemic, over 20 million renter households were burdened with housing costs that threatened their financial security.<sup>2</sup> The COVID-19 economic crisis has only exacerbated this housing affordability crisis.<sup>3</sup>

Renters now face not only an affordable housing shortage and sky-high rent prices,<sup>4</sup> but also a number of junk fees that they must pay to secure and maintain housing. Junk fees add to the already heavy burden that exorbitant rents place on renters, with over 40% of renter households—19 million households—in the United States being “cost

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<sup>2</sup> Joint Ctr. for Hous. Studies of Harvard Univ., *America’s Rental Housing 26* (2020), <https://www.cbpp.org/research/poverty-and-inequality/tracking-the-covid-19-economys-effects-on-food-housing-and>.

<sup>3</sup> See Andrew Aurand, et al., Nat’l Low Income Hous. Coal., *The Gap: A Shortage of Affordable Homes 1–2* (2021), [https://reports.nlihc.org/sites/default/files/gap/Gap-Report\\_2021.pdf](https://reports.nlihc.org/sites/default/files/gap/Gap-Report_2021.pdf); see also Ctr. on Budget & Pol’y Priorities, *Tracking the COVID-19 Economy’s Effects on Food, Housing, and Employment Hardships* (2021), <https://www.cbpp.org/research/poverty-and-inequality/tracking-the-covid-19-economys-effects-on-food-housing-and>.

<sup>4</sup> Although the increase in rent prices has slowed in recent months, rent prices still continue to grow faster than they did before the beginning of the COVID-19 pandemic. Diana Olick, *Rent growth slows to the lowest level in 18 months*, CNBC (Nov. 17, 2022), <https://www.cnbc.com/2022/11/17/rent-growth-slows-to-the-lowest-level-in-18-months.html>; see also Monica Potts & Holly Fuong, *Rents Are Still Higher Than Before the Pandemic—And Assistance Programs Are Drying Up*, FiveThirtyEight (Jan. 9, 2023), <https://fivethirtyeight.com/features/rents-are-still-higher-than-before-the-pandemic-and-assistance-programs-are-drying-up/>. The average rent increase for one- and two-bedroom apartments from 2021 to 2022 was 24.2%. Jennifer Brozic & Andrew Depietro, *Credit Karma, Average rent increase in the U.S. in 2022: A Credit Karma Study* (2022), <https://www.creditkarma.com/insights/i/average-rent-increase#average-rent-increase-over-the-years>.

burdened,” i.e., paying over 30% of their income on housing costs.<sup>5</sup> Various advocates who responded to NCLC’s survey (discussed below) emphasized the ubiquity of junk fees, with a Colorado advocate stating that very few landlords in their state do *not* charge these fees.

While a renter may be able to manage and plan for high rents if they know about them in advance, they may not be expecting an array of junk fees, which could push them over their budgets. As an advocate from South Carolina explained, landlords will advertise rentals for \$1100, but after pet fees, deposits, utility deposits, third-party company deposits, pest control fees, valet trash fees (which people rarely would opt to use and often does not actually exist in practice), the rent will be up to \$1800 per month.

Corporate and larger landlords in particular impose many fees,<sup>6</sup> and such landlords have become a growing share of housing providers in the U.S.<sup>7</sup> As one advocate from New York commented, the larger rental property owners are the most egregious with respect to junk fees.

In some cases, state law or local ordinances may actually prohibit housing providers from charging certain types of fees, but enforcement of those laws is difficult. Housing providers may also impose junk fees as a way to circumvent legal limits on rent increases. For example, two California advocates commented that since the passage of a state law that limits rental increases, they have seen an increase in landlords finding any other way to charge renters more money.

One Louisiana advocate provided a helpful summary of some of the conditions leading to abusive junk fees:

Our office is deeply concerned about junk fees charged to low-income renters. The proliferation of extremely long boilerplate leases such as the model National Apartment Association lease has provided cover for large, poorly-managed multifamily apartment complexes to justify charging hundreds of dollars in fees to tenants despite failing to deliver on their own

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<sup>5</sup> Press Release, U.S. Census Bureau, More Than 19 Million Renters Burdened by Housing Costs (Dec. 8, 2022), <https://www.census.gov/newsroom/press-releases/2022/renters-burdened-by-housing-costs.html#:~:text=DEC.,by%20the%20U.S.%20Census%20Bureau> (data from 2017-2021 period).

<sup>6</sup> See Bo McMillan & Reggie Jackson, *Corporate Landlords Profit from Segregation, at Cost of Black Homeownership and Wealth*, Shelterforce (October 19, 2022), <https://shelterforce.org/2022/10/19/corporate-landlords-profit-from-segregation-at-cost-of-black-homeownership-and-wealth/> (“One 2022 paper from the University of California uncovered how a major profit strategy for corporate landlords has been to saddle tenants with a litany of atypical charges and fees in addition to rent hikes”).

<sup>7</sup> Heather Vogell, *When Private Equity Becomes Your Landlord*, ProPublica (Feb. 7, 2022), <https://www.propublica.org/article/when-private-equity-becomes-your-landlord>.

basic promises. The extreme power imbalance between low-income renters seeking affordable housing in a constrained market makes it even easier for these abuses to go un-checked.

## **II. JUNK FEES JEOPARDIZE ACCESS TO FUTURE HOUSING AND FINANCIAL STABILITY**

If a tenant ultimately cannot afford to pay the unavoidable junk fees, the fees may become an alleged rental debt that a housing provider seeks to collect through a third-party debt collector who reports the account to the Big Three credit bureaus.

Alleged rental debt can haunt a renter long after they have vacated a housing unit—whether they left because of an eviction case or voluntarily moved out. Rental debt can lead to dunning by debt collectors and negative marks on credit reports, resulting in lowered credit scores.<sup>8</sup> Consumers may face demands for rental debt in eviction proceedings or in separate collection lawsuits. When a judgment enters against the consumer, creditors may use post-judgment collection remedies like wage or bank account garnishment.

Negative entries in a credit report usually create a long-term barrier to renters obtaining new housing. 90% of landlords run credit checks on all potential tenants,<sup>9</sup> often automatically rejecting applicants who are alleged to owe money to former landlords and who have lower credit scores.<sup>10</sup> This barrier to housing disproportionately affects renters of color. According to the National Equity Atlas, 63% of people with rent arrears are people of color.<sup>11</sup> And when the COVID-19 economic crisis hit, Black consumers already had lower credit scores as a group than white consumers due to historic and current discrimination and the racial wealth gap.<sup>12</sup>

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<sup>8</sup> See Nat'l Consumer Law Ctr., *Assisting Consumers with Rental Debt During COVID-19: Legal Aid and Non-Profit Attorneys Share Their Experiences* (2021), [https://www.nclc.org/images/pdf/credit\\_reports/Dec-14-Letter-to-CFPB-Director-Chopra-re-Rental-Debt-Survey.pdf](https://www.nclc.org/images/pdf/credit_reports/Dec-14-Letter-to-CFPB-Director-Chopra-re-Rental-Debt-Survey.pdf).

<sup>9</sup> *TransUnion Independent Landlord Survey Insights*, TransUnion SmartMove (Aug. 7, 2017).

<sup>10</sup> See Nat'l Consumer Law Ctr., *Salt in the Wound: How Eviction Records and Back Rent Haunt Tenant Screening Reports and Credit Scores* (2020), [https://www.nclc.org/images/pdf/special\\_projects/covid-19/IB\\_Salt\\_in\\_the\\_Wound.pdf](https://www.nclc.org/images/pdf/special_projects/covid-19/IB_Salt_in_the_Wound.pdf).

<sup>11</sup> Nat'l Equity Atlas, *Rent Debt in America: Stabilizing Renters is Key to Equitable Recovery* (last visited Jan. 3, 2023), <https://nationalequityatlas.org/rent-debt>.

<sup>12</sup> See Chi Chi Wu, *Reparations, Race, and Reputation in Credit: Rethinking the Relationship Between Credit Scores and Reports with Black Communities*, Medium (Aug. 7, 2020), [https://medium.com/@cwu\\_84767/reparations-race-and-reputation-in-credit-rethinking-the-relationship-between-credit-scores-and-852f70149877](https://medium.com/@cwu_84767/reparations-race-and-reputation-in-credit-rethinking-the-relationship-between-credit-scores-and-852f70149877).

The problem of rental debt continues to grow, and the number of third-party debt collectors collecting rental debt has increased dramatically. According to a report commissioned by TransUnion, “[t]he most significant change” in the type of debt collected by third-party debt collectors during 2022 was in tenant-related debt “given the end of the eviction moratorium.”<sup>13</sup> The report found that 33% of the 113 third-party debt collection companies surveyed collected “tenant/landlord or rental debt” in 2022, compared to just 7% in 2021,<sup>14</sup> 5% in 2020,<sup>15</sup> and 8% in 2019.<sup>16</sup> In 2022, 24% of survey respondents listed rental debts as one of the three types of debts most commonly collected by that collection agency.<sup>17</sup>

A Louisiana advocate summarized the credit reporting and debt collection harms of junk fees:

Junk fees are extremely difficult to contest after a tenant has moved out, especially as landlords in our city usually don't sue for unpaid balances but rather "park" debts on tenants' credit reports through their collections agency partners. The fissured nature of corporate property ownership and the lack of communication from property management make it extremely difficult to get in touch with someone who has the authority to correct an artificially inflated balance. Landlords are not required to substantiate the alleged fees, and collections agencies deflect any attempts to contest the specifics of balances, insisting that they rely on the creditors' own representation of what is owed. The alleged debt acts as a barrier for tenants attempting to obtain new housing, and if a tenant believes she may owe part of the balance she is unlikely to see any attempt to dispute the specifics of her balance as futile (and understandably so).

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<sup>13</sup> AiteNovarica, Charting the Course and Steering Toward Success: The Collections Industry in 2022, at 5 (2022), <https://www.tlo.com/content/dam/tlo/us/documents/dm-22-f108172-3pc-aite-novarica-collections.pdf>.

<sup>14</sup> AiteNovarica, A Transition to the Next Normal: The Collections Industry in 2021, at 13 (2021), <https://solutions.transunion.com/3PC-aite-report-2021/>.

<sup>15</sup> Aite, A Year of Pivots, Challenges and Opportunities: The Collections Industry in 2020, at 13 (2021), <https://solutions.transunion.com/collections-annual-report-2020>.

<sup>16</sup> Aite, Challenges, Trends and Innovations: The State of Third-Party Collections, at 10 (2019), [https://www.insidearm.com/documents/2330/TU-Aite\\_Group\\_Third-Party\\_Collections\\_Annual\\_Report.pdf](https://www.insidearm.com/documents/2330/TU-Aite_Group_Third-Party_Collections_Annual_Report.pdf).

<sup>17</sup> AiteNovarica, Charting the Course and Steering Toward Success: The Collections Industry in 2022, at 18 (2022), <https://www.tlo.com/content/dam/tlo/us/documents/dm-22-f108172-3pc-aite-novarica-collections.pdf>.

### **III. SURVEY OF LEGAL SERVICES AND NONPROFIT ATTORNEYS CONDUCTED BETWEEN NOVEMBER AND DECEMBER OF 2022 REVEALS THAT TENANTS CONTINUE TO FACE AN ARRAY OF UNAVOIDABLE JUNK FEES**

To learn more about the junk fees charged to renters and rental housing applicants, NCLC first conducted a survey of legal services and nonprofit attorneys from around the country who work with clients in rental housing-related contexts between March and April 2022. NCLC, along with the National Housing Law Project, submitted the results of that survey as part of a comment in response to the CFPB's Request for Information Regarding Fees Imposed by Providers of Consumer Financial Products or Services, Docket No. CFPB-2022-003 (the comment submitted to the CFPB is attached as Addendum 1 to this comment).

To obtain additional and updated information about the state of rental housing-related junk fees, NCLC conducted a follow-up survey of legal services and nonprofit attorneys between November and December of 2022. The survey asked respondents to indicate whether they had seen the fees listed in Figure 1 below assessed as part of rental housing (respondents also had the option of selecting "no fees," but no respondents did). The survey also asked respondents to provide details about the types of fees that they have seen and any other relevant information. We received 95 responses.<sup>18</sup>

Almost all survey respondents (89%) reported that landlords impose rental application fees. Nearly as many (87%) stated that landlords charge excessive late fees. Well over half of respondents observed utility-related fees (73%), processing or administrative fees (68%), convenience fees (60%), insurance fees (59%), and notice fees (56%). A little less than half of respondents reported fees charged by new corporate landlords (41%). A quarter of respondents stated that landlords impose high risk fees (25%) and slightly less than a quarter observed charges in lieu of a security deposit (24%). The fewest number of respondents observed check cashing fees (21%) and fees to report payment information to the credit bureaus (7%). 61% of respondents also reported that landlords charge "other" types of fees (we discuss what some of these "other" fees are in detail below).

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<sup>18</sup> Not all respondents provided narrative responses about the fees they reported seeing.

**FIGURE 1**  
**Percent of Respondents Observing Type of Fee Assessed in Rental Housing**  
 (n=95)



Geographically, the respondent population came from diverse locations. The survey asked respondents in what state they work. The 95 respondents came from 26 states and Washington, DC. The states with the most representation among respondents were New York and Ohio, with 13 respondents each. Overall, however, there was wide dispersion of residents over different states, as set out in Table 1 below.

TABLE 1

**Survey Respondent Distribution According to State of Practice**

STATE/STATES	NO. OF RESPONDENTS PER STATE	PERCENTAGE
New York / Ohio	13 (x2 states)	27.4%
Texas	10	10.5%
California / Colorado	8 (x2 states)	16.8%
Georgia / Minnesota	5 (x2 states)	10.5%
Florida / Maryland / Washington	3 (x3 states)	9.5%
AR / IN / MT / NE / PA / SC / UT	2 (X7 states)	14.7%
AK / AL / AZ / IL / LA / MA / MO / NM / VA / Washington, DC	1 (x10)	10.5%
<b>Total</b>	<b>95</b>	<b>100%</b>

Below is a non-exhaustive list and discussion of the rental housing-related junk fees that survey respondents reported. We ordered the discussion from the most common fees to the least common, according to the survey results. Additionally, attached as Addendum 2 is a lease and ledger that a Georgia advocate's client shared with us. Those documents provide an example of some of the junk fees described below.

## **A. Rental Application Fees**

89% of survey respondents reported observing rental application fees. These respondents came from 26 states.<sup>19</sup>

These ubiquitous, nonrefundable fees—which landlords typically charge per adult applicant—can be higher than the housing provider's actual cost to process the application and may be assessed even when no rental unit is in fact available.<sup>20</sup> Some jurisdictions cap these fees, though some advocates have reported seeing non-compliance with these laws.

### *1. Application fees can range from \$25 to as high as \$350*

Advocates reported seeing application fees in the amounts described below:

- Arkansas. One advocate reported that fees generally range from \$25 to \$50, though another reported seeing fees ranging from \$25 all the way to \$100.
- California. One advocate commented that they routinely see application fees ranging from \$50 to \$150 per person. Another noted that local property managers all charge around \$50 to apply for each unit.
- Florida. An advocate stated that application fees are typically around \$75 per person.
- Georgia. An advocate reported seeing fees ranging from \$75 to \$125.
- Illinois. An advocate described seeing \$50 fees.
- Louisiana. An advocate stated that they have seen fees of \$50.

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<sup>19</sup> AK, AL, AR, AZ, CA, CO, DC, FL, GA, IL, IN, LA, MA, MD, MN, MT, NE, NM, NY, OH, PA, SC, TX, UT, VA, and WA.

<sup>20</sup> For more on application fees, see Eric Dunn, *The Case Against Rental Application Fees*, 30 Geo. J. on Poverty L. & Pol'y 21 (2022).

- Maryland. One advocate stated that a few years ago these fees ranged from \$25 to \$50, but now these fees can be as high as \$125. Another explained that landlords almost always charge their state's \$25 nonrefundable limit, but that landlords usually charge more than that for background credit history, and tenant screening checks where actual expenses may be charged.
- Minnesota. An advocate stated that rental application fees in their state range from \$30 to over \$200.
- Montana. One advocate stated the range in their state is \$25 to \$75, while another has seen \$25 to \$50 per adult applicant.
- Ohio. One advocate reported that a \$50 fee is standard, though two others indicated that the fees can exceed that amount.
- South Carolina. One advocate stated that they usually see application fees ranging from \$40 to \$60, but another commented that these fees range from \$50 to \$350.
- Texas. An advocate reported that fees range from \$30 to \$55.
- Washington. An advocate reported that fees range from \$45 to \$60.

*2. Some landlords charge application fees even if they know the application will never be approved*

A Georgia advocate stated that landlords charge application fees even if they know the applicant will never be eligible—for example, because they never rent to anyone with a criminal record. A South Carolina advocate similarly noted that landlords will often say that an applicant will be approved even though they have an eviction record, seemingly to convince the applicant to pay the fee, and then ultimately will reject the applicant. A Maryland advocate similarly stated that landlords charge application fees even when the landlord knows they will deny the applicant.

An Ohio advocate explained that most of the time, the landlord does not disclose its screening criteria up front, meaning that tenants do not know what will disqualify them when they apply. As is the case in other states, this results in applicants paying fees even if they would be automatically rejected.

3. *Landlords may accept more applications and thus application fees than the amount of vacancies may justify*

One Georgia advocate reported that some landlords accept applications from far more potential tenants than a single vacant unit would justify, presumably so they can generate revenue through application fees. Similarly a California advocate posited, if 100 people apply for one apartment and each one pays \$40 or \$50 to the landlord, what amount of money does the landlord actually spend on credit checks?

## **B. Excessive Late Fees**

87% of survey respondents reported observing excessive late fees. These respondents came from 26 states.<sup>21</sup>

Many advocates reported seeing clients charged very high late fees, sometimes in violation of state law. Various advocates also stated that landlords violated state law limits on late fees as well as other laws governing these fees. As a Utah advocate commented, these fees can be punitive rather than an actual estimate of the landlord's expenses. Indeed, late fees can be a profit center, which may give landlords an incentive to trigger them.<sup>22</sup>

1. *Steep late fees can take the form of a daily charge, a flat fee plus a daily charge, or a percentage of the rent*

- Alaska. An advocate reported fees of \$25 per day.
- Arkansas. An advocate reported fees of \$15 per day for every day late, which can cause late fees as high as 100% of the principal rent.
- California. One advocate reported seeing very high late fees, including one of \$200. A second advocate stated that they see late fees as high as \$75 per day past the fifth of the month. A third advocate reported that landlords charge a 10% late fee.

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<sup>21</sup> AK, AL, AR, AZ, CA, CO, FL, GA, IL, IN, LA, MA, MD, MN, MO, MT, NE, NM, NY, OH, PA, SC, TX, UT, VA, and WA.

<sup>22</sup> For centuries, the common law prohibited penalty fees or liquidated damages provisions that exceeded the cost of the transgression. Part of the reason was that over-compensatory fees create strong incentives for the receiving party (in this case, the landlord) to engage in practices that induce a breach or transgression. See Chi Chi Wu, Nat'l Consumer Law Ctr., Restoring the Wisdom of the Common Law: Applying the Historical Rule Against Contractual Damages to Bank Overdraft Fees (2013), <https://www.nclc.org/wp-content/uploads/2022/09/common-law-overdraft-fees.pdf>.

- Georgia. One advocate explained that sometimes late fees are a percentage of the monthly rent, rather than a flat fee. A second advocate reported seeing fees of \$200 or more on apartments with rents of \$1000 per month. A third advocate reported that late fees often exceed 10% of the rent—and courts usually consider 10% of the rent to be reasonable.
- Indiana. An advocate reported seeing some leases with a \$50 fee and then a \$5 per day fee until paid in full.
- Minnesota. One advocate stated that fees often are \$10 or \$15 per day. Another advocate noted that some landlords compound late fees.
- Montana. An advocate reported that landlords charge \$10 per day for each late payment.
- Nebraska. One advocate commented that they frequently see \$5 per day fees (though the largest fee was \$20 per day) in addition to a set fee of \$75 from the biggest landlords. A second advocate saw a similar pattern: a \$20 per day fee on top of a flat fee of \$50.
- Ohio. One advocate stated that late fees are ubiquitous and often in excess of \$15 per day and at least \$100 per month. A second advocate stated the most common fee is \$5 per day perpetually and that they also see three separate charges per month for a continued back balance that adds up to \$100 or more. This advocate also noted that most landlords do not accept partial payments, meaning that fees get tacked on, preventing the timely payment of rent and leading to an ongoing balance that accrues more fees. This cycle ultimately leads to eviction. A third advocate commented that in some circumstances, these late fees account for more than 50% of the overall rent. A fourth advocate noted that some late fees come in “too early.” A fifth advocate commented that for some subsidized tenants, late fees double (or more) the rent.
- Pennsylvania. An advocate typically sees a \$60 fee charged on the fifth of the month and then \$10 per day thereafter.
- Texas. An advocate offered the example that tenants are charged \$25 after three days and then \$5 each day until the rent/amount owed is paid in full.
- Utah. An advocate reported seeing fees in excess of \$75 for one day late plus \$10 to \$20 daily.

## *2. Some landlords violate legal limits on late fees and other laws governing late fees*

Advocates in many states, including Colorado, Maryland, Minnesota, New York, Ohio, Texas, and Virginia, reported that landlords charge late fees in excess of state law limits. A Maryland advocate reported that although their state caps late fees at 5% of the monthly rent, some out-of-state landlords charge as high as 10 to 15%. A Minnesota advocate emphasized that few renters are aware of the statutory limit on excessive fees. A Virginia advocate explained that late fees are legally capped at 10% of the periodic rent, but many landlords (usually smaller or individual ones) charge excess fees or have a \$X per day clause in their leases. A Colorado advocate noted that even though their state has a new cap on late fees the lease itself may still provide for excessive late fees.

New York advocates noted other potential violations of state law. For example, landlords include late fees in eviction proceedings but fail to disclose that the rental arrears for which they are suing contain those late fees (which in New York are not recoverable in a summary eviction proceeding). Additionally, some landlords charge late fees every month where a tenant receives a subsidy that covers the full rent but makes two payments per month; such charges are illegal, but landlords can get away with the practice when tenants lack legal representation.

Various advocates also noted other problematic practices. A New York advocate emphasized that landlords charge late fees on late fees. In other words, if a tenant is late in paying rent one month the landlord charges a late fee, and until the tenant pays that fee—even if thereafter they pay the rent timely—the landlord continues to charge a late fee each month because the tenant’s ledger still carries a balance. A Maryland advocate noted that landlords may charge late fees when the voucher portion of the rent is late, or even when the landlord failed to apply the voucher payment. A Montana advocate commented that landlords continue to charge daily late payments even when there is a dispute about the lateness.

### **C. Utilities-Related Fees**

73% of survey respondents reported observing utility-related fees. These respondents came from 22 states.<sup>23</sup>

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<sup>23</sup> AK, AR, AZ, CA, CO, DC, FL, GA, IN, LA, MD, MN, MT, NE, NM, NY, OH, SC, TX, UT, VA, and WA.

Some advocates emphasized that overcharging was common, as were processing, administrative, and service fees. Various advocates emphasized that fee payments went to third-party companies. Some advocates also stated that landlords fail to delineate what various utility-related charges are for.

- Alaska. An advocate reported fees of \$25 per month.
- California. An advocate commented that tenants must pay fees for group billing, most commonly to Conservice. Another advocate commented that corporate landlords in particular charge something called “ratio utility billing system” (RUBS) contract fees, which are onerous and impossible for the tenant to investigate or challenge.
- Florida. An advocate stated that these fees are usually \$3 to \$5 per month for something related to utility reading or payments. The advocate noted that the fee seems to be something the utility billing provider adds on for the “privilege” of the tenant being sent a utility bill. These fees are especially prevalent in multi-family housing that is not sub-metered and uses an alternative billing method, though the advocate has also seen these fees in sub-metered multi-family housing as well.
- Georgia. One advocate indicated that these fees range from \$7 to \$50 per month. A second advocate emphasized that tenants must pay billing charges for each utility in addition to the actual usage. A third advocate stated that overcharging utilities as part of monthly rent is extremely common in their state despite a specific state law prohibiting water overcharges. A fourth advocate stated that one local landlord has separate monthly charges for water, which seem to far exceed what the landlord pays to the county.
- Maryland. One advocate noted that many landlords charge a processing fee for payment of the utilities. A second advocate reported that there has been a shift from all or some utilities being included in the rent to ratio billing systems, often with a third-party billing company involved. Bills can fluctuate wildly and be redundant; YES Energy Management and Conservice are frequent sources of complaints. A third advocate reported that landlords charge water bills without proof that the tenants owe them, with some landlords diverting rent payments to pay water bills, which results in a continuing cycle of late rent and begets more late fees.

- Minnesota. One advocate said that some landlords create private utilities—they buy from the actual utility, but bill tenants separately and charge monthly fees. A second advocate noted that landlords commonly hire outside companies to calculate “shared meter” fees for large rental complexes and that tenants typically end up paying \$3 to \$7 per month for somebody to compile a bill for them. A third advocate commented that the statute controlling how owners can bill for utilities in single-meter residential buildings is either ignored or improperly implemented, resulting in renters overpaying.
- Montana. An advocate stated that landlords require tenants to pay utilities through a third party that charges a fee per payment.
- Nebraska. An advocate reported that landlords charge for metering and distributing bills for shared services like water and sewer.
- New Mexico. An advocate commented that landlords charge illegal administration fees.
- New York. One advocate described heat monitoring fees and water fees.
- Ohio. Two advocates stated that tenants are required to pay for utilities for common areas. Three other advocates mentioned that tenants must pay fees for generated utility bills or utility-specific process/administrative fees. Another advocate reported seeing excessive charges for utilities, charges for utilities not in the lease, and charges for past tenants’ utility bills. An additional advocate commented that utilities-related fees are just reflected as “utilities” on the ledgers, with no delineation and noted that they see late charges for utilities rolled into these fees. Similarly, another advocate noted that some landlords use submetering companies and are not clearly showing how utility bills are calculated.
- South Carolina. One advocate reported that many landlords, especially large landlords, contract with a third party (e.g., Conservice) to meter the tenants’ utilities and bill them. These third parties charge a setup fee and a monthly service fee of around \$5; tenants cannot avoid these fees because a mandatory utility addendum requires them to use the service and allows the service fee to go up. The same advocate stated that they frequently see landlords and the third-party companies bill for a split of the utilities among the whole complex, which results in splits that seem unreasonable and bills that are higher than what a tenant’s independent usage would be.

- Texas. An advocate reported that the utilities fees are disproportionately higher than the utilities.
- Washington. One advocate reported that some landlords put the bill in their own name, then charge a surcharge for the service of putting the paper bill in an envelope and sending it to the tenant. Another advocate described administrative fees, monthly billing fees, and monthly service fees.

#### **D. Processing or Administrative Fees**

68% of survey respondents reported observing processing or administrative fees. These respondents came from 22 states.<sup>24</sup>

Many advocates reported that these fees—the purposes of which are not always clear—are increasingly common. For example, a Colorado advocate stated that they have seen administrative fees of \$12 to \$25 in most leases they have reviewed. And an advocate in Minnesota said that one-time administrative fees of \$250 or higher are a growing issue in their state, with at least 10% of written leases having a fee of this type in place at the signing of the lease.

These are often one-time fees, but not always. For example, the same Minnesota advocate cited in the previous paragraph added that they are starting to see an increase in monthly administrative fees that are usually around \$10 per month. A second Minnesota advocate similarly stated that housing providers charge monthly administrative fees for unspecified management tasks in amounts ranging from \$10 to \$20. Similarly, a Georgia advocate stated that these fees are often a monthly charge above the rent that are usually 10% of the rent amount.

##### *1. Landlords often fail to explain the purpose of these fees charge unspecified or unexplained administrative processing fees*

Advocates in many states, including Colorado, Georgia, Minnesota, Montana, New York, and Ohio reported that landlords often charge unspecified or unexplained administrative processing fees. For example, a Montana advocate commented that these fees often appear random and unconnected to the actual cost of doing anything. An advocate from Colorado similarly noted that it is unknown what these fees are for and why they are not included in the rent. And an Ohio advocate stated they see items listed as “online payment fees” or simply “administrative fees.”

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<sup>24</sup> AL, AR, AZ, CA, CO, DC, FL, GA, IN, LA, MD, MN, MT, NE, NM, NY, OH, SC, TX, UT, VA, and WA.

Sometimes advocates had some sense of what these fees are for. For example, one Ohio advocate described these as fees charged for the processing of payments, notices, filings, and more. A second Ohio advocate stated that sometimes these fees are charged at the beginning of the lease, sometimes for providing copies of the lease or community rules or to use a tenant portal. A Nebraska advocate stated that landlords started charging administrative fees for cooperating with the Emergency Rental Assistance Program.

*2. Some landlords charge administrative fees for applications on top of application fees and/or other charges or at the beginning of the tenancy*

A Utah advocate stated that administrative fees are paired with the rental application fee; for example, a landlord might charge \$80 for the rental application and \$50 for processing/administrative. Similarly, a Louisiana advocate reported that applicants must frequently pay a “processing fee” related to an application of around \$150 on top of the security deposit and application fee. And a Georgia advocate emphasized that this fee is in addition to the application fee and noted that one landlord charges a \$175 move-in fee that it does not explain. An Arkansas advocate also explained that many landlords charge \$25 to \$100 in “admin fees” for applications (this appears to be on top of rental application fees). A South Carolina advocate described seeing an additional \$10 to \$15 in processing fees on an application.

A Washington advocate commented that landlords charge one-time administrative fees of several hundred dollars at the time the tenancy starts. A Nebraska advocate similarly reported that landlords usually charge these fees after an application has been accepted and the lease has been signed.

## **E. Convenience Fees**

60% of survey respondents reported observing convenience fees. These respondents came from 23 states.<sup>25</sup>

A growing number of housing providers charge “convenience” fees when tenants pay their rent. Some housing providers no longer accept payment in person or by check, meaning that tenants have to pay their rent online. An Ohio advocate, for example, commented that most landlords have stopped accepting in-person payments or

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<sup>25</sup> AK, AL, AR, AZ, CA, CO, DC, FL, GA, IN, LA, MD, MN, MT, NE, NM, NY, OH, SC, TX, UT, VA, and WA.

penalize the tenant for using them. One Texas advocate reported a \$15 in-person rent payment fee, and another Texas advocate explained that there are fees for paying in forms other than the online portals.

Advocates in many states, including California, Georgia, Indiana, Maryland, Montana, New York, Ohio, and Virginia, reported convenience fees where online payment was mandatory. Although they did not specify whether online payment was mandatory, advocates in New Mexico, Utah, and Washington also noted that online payments come with extra fees.

Some advocates specifically commented that tenants must now pay rent through third-party companies that charge fees. For example, an Ohio advocate explained that landlords use third party companies to accept rent and that a fee is charged along with each rental payment. A Utah advocate similarly reported that landlords are requiring payment through RealPage, which charges \$1.95 for echeck.

Advocates from many states reported that tenants could pay rent through a variety of methods, but that they incurred fees regardless of the method chosen. For example, one Ohio advocate reported that landlords sometimes charge fees for every type of payment allowed and that those fees range from \$2 to \$20. A Washington advocate similarly reported seeing fees for paying by cash, check, and mail, as well as fees for using an online system. One New York advocate reported that tenants must pay a fee for paying with a credit or debit card, while another New York advocate stated that tenants must pay a fee for paying rent in person. A California advocate noted that fees are imposed for online or phone payments. A South Carolina advocate commented that some housing providers allow tenants to pay at 7/11 or Walmart locations, but that fees are imposed for that as well.

Advocates in many states, including Alaska, Ohio, and South Carolina, reported credit card transaction fees. (Such fees might be legitimate if they only cover the cost of the interchange/merchant fees, unless there is no other way to pay rent except by credit or debit card, or any fee-free method.<sup>26</sup>)

A New York advocate commented that landlords assess fees for paying in multiple installments; this is particularly an issue for tenants who pay by money order and may not be able to purchase a single money order for the full rent amount.

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<sup>26</sup> See Nat'l Consumer Law Ctr., *Consumer Banking and Payments Law* § 5.10.3.1 (6th ed. 2018), updated at [www.nclc.org/library](http://www.nclc.org/library) (discussing interchange fees).

## F. Insurance Fees

59% of survey respondents reported observing insurance fees. These respondents came from 20 states.<sup>27</sup>

Advocates reported a number of issues with insurance fees.<sup>28</sup> For example, some advocates explained that tenants must get insurance for the landlord and may not understand that the insurance does not cover the renter. Others noted that the tenant may be required to have insurance for the landlord even if the lease does not specifically require this. Some advocates reported that tenants must get insurance for themselves on top of insurance for the landlords. Some also stated that landlords charge fees for not having insurance for the tenants or the landlord. Others emphasized that the tenant must use the insurance company the landlord chooses.<sup>29</sup> Another issue that advocates raised is that misunderstandings arise concerning reporting requirements and paperwork.

- Arkansas. An advocate stated that tenants must have landlord-approved renter's insurance or a fee will be charged.
- California. An advocate reported that tenants in some corporate-run properties have no choice—they must pay monthly fees for “renter's insurance” under the lease terms.
- Colorado. An advocate reported seeing leases where, if a person does not have renter's insurance, the landlord will charge a fee for their own insurance on top of a penalty fee to the tenant for not separately procuring their own insurance. This advocate also noted that they have seen penalty fees assessed when tenants get their own insurance rather than using the landlord's insurance.
- Florida. An advocate noted that landlords charge tenants a fee if they do not provide their own rental insurance.
- Georgia. An advocate stated that landlords frequently require tenants to purchase insurance products that only cover the landlord, not the tenant. The tenant will then also need to find and pay for their own separate renter's

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<sup>27</sup> AL, AR, AZ, CA, CO, FL, GA, IN, LA, MD, MN, MT, NE, NM, NY, OH, SC, TX, VA, and WA.

<sup>28</sup> LeaseLock, a “lease insurance provider,” is discussed separately in Section J.

<sup>29</sup> Such practices are reminiscent of abuses by mortgage and auto lenders in imposing high-priced force placed insurance on borrowers. See Nat'l Consumer Law Ctr., *Mortgage Servicing and Loan Modifications* §§ 2.7, 3.6.1 (2019), *updated at* [www.nclc.org/library](http://www.nclc.org/library); Nat'l Consumer Law Ctr., *Unfair and Deceptive Acts and Practices* § 9.5.10 (10th ed. 2021), *updated at* [www.nclc.org/library](http://www.nclc.org/library).

insurance. The same advocate also noted that LeaseLock (separately discussed in Section J) is a player in this space. Another advocate reported that landlords tell tenants that they must get renter's insurance, but what they really mean is that the tenant must take out a policy to cover their liability to the landlord (more like landlord's insurance) and that the landlord must be listed as a beneficiary on the policy. If the tenant does not get the insurance, they must pay monthly penalties—the advocate reported seeing up to \$75 per month.

- Louisiana. An advocate reported that they frequently see tenants paying a monthly \$14 “liability insurance” fee due to a form addendum in the National Apartments Association form lease. The tenant does not appear to have any ability to choose their own insurance coverage—it is simply an added monthly fee.
- Maryland. An advocate commented that occasionally, if a tenant does not purchase renter's insurance and add management to the policy, a fee is imposed.
- Minnesota. An advocate noted that most landlords that require tenants to get insurance require that the landlord be named as one of the insured parties. Another advocate stated that landlords not only require proof of renter's insurance, but also that the tenant purchases renter's insurance that the landlord has chosen. This prevents the tenant from shopping for rates they can best afford.
- Missouri. An advocate similarly reported seeing an uptick in landlords that demand that tenants purchase “so-called” renter's insurance, which actually protects the landlord from liability more than the tenant.
- Montana. An advocate stated that insurance fees include both force placed insurance and a penalty fee for failure to provide proof of insurance or renewal despite insurance actually being in place. Another advocate noted that landlords impose rental insurance on tenants if they do not have their own and impose a monthly charge.
- Nebraska. An advocate stated that landlords charge an insurance fee if tenants do not have their own renter's insurance. The same advocate noted that tenants have to prove that they have renter's insurance and there can be mix-ups with the paperwork.

- New York. An advocate stated that landlords charge a monthly fee even when the tenant provides a “rental ins. cert.”
- Ohio. One advocate explained that if a tenant does not have insurance, the landlord charges the tenant a fee for insurance, but noted that it is not clear that the landlord actually purchases insurance. A second advocate reported seeing insurance fees even though the tenant has purchased renter’s insurance. A third advocate noted that these fees are sometimes required by the lease, usually in the case of a corporate landlord. In contrast, another advocate reported that these fees are often absent from the lease.
- South Carolina. An advocate stated that some housing providers charge an administrative fee to make sure the tenant has insurance without actually checking to ensure that the tenant has insurance.
- Texas. An advocate reported that landlords charge fees if the tenant does not have renter’s insurance. Another advocate reported that they had a client who had the required insurance but because he did not understand he had to email it to the landlord, he was charged \$10 per month and actually received an eviction due to the late fees on the insurance fees (not the actual rent).
- Washington. An advocate stated that tenants have to pay landlord’s insurance and have to have renter’s insurance.

## **G. Notice Fees**

56% of survey respondents reported observing notice fees. These respondents came from 18 states.<sup>30</sup>

Some advocates emphasized that these fees are simply for printing and posting notices. The fees can be steep, particularly given the simplicity of this function. For example, a Utah advocate stated that landlords charge these fees—which are typically \$50— for printing out a piece of paper and taping it to a tenant’s door. A Washington advocate similarly noted that a landlord can print unlimited numbers of notices, so charging a fee after printing is basically printing money for a landlord.

Some advocates commented that corporate landlords and large inventory owners typically charge these fees. For example, a Minnesota advocate noted that this is a

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<sup>30</sup> AL, AR, AZ, CA, CO, FL, GA, IL, MD, MN, MT, NE, NY, OH, TX, UT, VA, and WA.

newly developing fee in their state that mostly out-of-state large inventory owners charge.

Various advocates, including advocates from California, Colorado, Ohio, Texas, and Washington reported that landlords charge fees for notices to vacate and eviction-related notices and paperwork. For example, an Ohio advocate said they most often see these fees for eviction filing notices. Another Ohio advocate noted that they see fees for three-day notices to vacate. A Colorado advocate reported that landlords regularly charge a fee for posting a Demand for Rent or Possession (which is potential eviction paperwork) on a tenant's door. At least two California advocates stated that they routinely see these fees added to ledgers when the landlords issue an alleged "tenant-caused notice" (e.g., a pay/quit or perform/quit notice).

Advocates in Alaska, Nebraska, New York, Texas, and Washington commented that landlords charge fees for late payment and nonpayment notices. For example, an Alaska advocate reported \$5 fees for late payment notices. A New York advocate stated that tenants incur significant legal fees for late rent notices even though the landlord did not commence legal action. An Illinois advocate reported that landlords charge \$15 to put up a 5-day notice.

Advocates in states such as Ohio reported other types of notice fees, including notices of rent increases, maintenance notices, and pest control notices.

Advocates reported that landlords may charge notice fees even if the notice is invalid or unsubstantiated. For example, a Florida advocate stated that landlords charge fees for issuing a notice even if the notice is bad or unsubstantiated. A Montana advocate reported that landlords generally charge \$35 per notice even if the notice is not valid. A California advocate commented that landlords charge these fees—which are becoming more common— even when the notice is legally invalid. This California advocate noted that property management companies have not responded to their advocacy to remove invalid fees.

Some landlords charge fees for legally required notices. For example, a Virginia advocate reported that some landlords charge an extra "administrative fee" when providing the pre-lawsuit notice required by law. Similarly, a Maryland advocate stated that landlords charge \$3 to \$5 for newly required failure-to-pay rent notices.

## H. New Fees Charged by Corporate or Private Landlords Who Purchased the Building

41% of survey respondents reported observing new fees charged by corporate or private landlords who purchased the building. These respondents came from 16 states.<sup>31</sup>

When new corporate or private landlords purchase a property, they often impose many new fees.<sup>32</sup> For example, a Minnesota advocate stated that anytime a new corporate landlord purchases a property, they add many extraneous fees. Similarly, a California advocate reported that when there are management or ownership changes and new leases are pushed onto existing tenants, the new leases almost always include additional fees. A Maryland advocate noted that tenants report that even though they have existing leases, new corporate landlords try to implement fees and change the lease before the existing lease expires. A Texas advocate commented that corporate landlords impose extreme increases in fees to create turnover.

The newly imposed fees include administrative, convenience, payment portal, billing and account, utility and other fees. For example, a Georgia advocate explained that every time a landlord is replaced with a larger corporate landlord, the tenants get new charges on their bill for items like “service fee,” “community management fee,” and “valet trash.” One Ohio advocate stated that they once saw a \$349 “new admin fee.” A California advocate stated that corporate landlords’ leases require tenants to pay a certain amount for sewer in water in addition to gas and electricity. A New York advocate described how when one corporate landlord took over a property that was formerly public housing it began charging a parking fee but failed to provide accessible parking spots.

A Florida advocate reported that tenants received the following from their housing provider: “All JWB residents are enrolled in the Resident Benefits Package (RBP) for \$30/month which includes HVAC air filter delivery (for applicable properties), credit building to help boost your credit score with timely rent payments, \$1M Identity Protection, utility concierge service making utility connection a breeze during your move-in, our best-in-class resident rewards program, and much more!”

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<sup>31</sup> AK, AL, AR, AZ, CA, CO, FL, GA, MD, MN, NE, NY, OH, SC, TX, and WA.

<sup>32</sup> Although many advocates commented that corporate landlords are the worst offenders when it comes to fees, one Washington advocate stated that small landlords are just as bad—they are just less organized.

## **I. High Risk Fees**

25% of survey respondents reported observing high risk fees. These respondents came from 13 states.<sup>33</sup>

Housing providers typically charge fees to tenants deemed “high risk” due to “insufficient” rental history, an eviction record, a low credit score, a criminal record, or other “adverse” information in a tenant screening report. Tenant screening companies may make this determination for housing providers.<sup>34</sup> A Maryland advocate noted that these fees may not always be disclosed. A Georgia advocate similarly explained that most landlords do not explain to the tenant why they’re being charged these fees, which are nonrefundable and have become very common in low-income neighborhoods and often replace a traditional security deposit. A Nebraska advocate stated that landlords ask tenants considered “high risk” to pay higher rent or an upfront fee.

These fees can be steep. For example, one New York advocate’s clients reported being asked to pre-pay up to a full year of rent based on a low credit score. A Texas advocate stated that landlords require two or three months’ rent as a security deposit due to a low credit score.

Advocates from various states, including Minnesota, Montana, South Carolina, and Washington, reported that these fees take the form of double or triple security deposits. A South Carolina advocate commented that some housing providers charge a double or triple deposit for “high risk tenants” or take an extra nonrefundable deposit; in one instance, the housing provider charged an additional \$15 per month for the duration of the lease.

## **J. Charges in Lieu of a Security Deposit**

24% of survey respondents reported observing charges in lieu of a security deposit. These respondents came from 13 states.<sup>35</sup>

Advocates from various states reported that landlords charge fees instead of a security deposit that are seemingly designed to avoid laws governing security deposits. As one Washington advocate explained, these fees mean that a tenant does not receive a

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<sup>33</sup> AZ, CO, FL, GA, LA, MN, MT, NE, NY, OH, SC, TX, and WA.

<sup>34</sup> For an example of a tenant screening company’s involvement in the high-risk determination, see the Appendix to Addendum 1 (showing a SafeRent Score Report from CoreLogic Rental Property Solutions (now SafeRent Solutions LLC)).

<sup>35</sup> CA, CO, FL, GA, IL, LA, MD, MN, NE, OH, SC, TX, and WA.

deposit back at the end of tenancy. A Georgia advocate reported that these charges, which are often \$500 or more, are very common and are imposed to avoid liability under the state's security deposit law. A Minnesota advocate commented that these additional fees equal double security deposits for "people with high barriers." A South Carolina advocate stated that tenants must pay these fees, which do not seem to protect the tenant in the case of damages, on a monthly basis.

A Texas advocate stated that landlords charge a move-out deposit of \$500 in cash, which is separate from the original security deposit.

Several advocates reported that landlords use security deposit replacement products.<sup>36</sup> For example, a Florida advocate reported that landlords impose a "Lease lock type of fee"<sup>37</sup> or a nonrefundable "deposit waiver" fee. A Georgia advocate explained that although the security deposit alternative sometimes takes the form of an up-front fee, it can also be in the form of a security deposit alternative product that the tenant must pay every month—in both circumstances, the fee is nonrefundable. A Louisiana advocate described their clients' experience with a security deposit alternative product called Jetty Residential Tenant Bond:

We have seen several apartment complexes owned by a common developer in the New Orleans area utilizing a service called "Jetty Residential Tenant Bond," in which the tenant pays a non-refundable "premium" (which is more like a monthly fee) that ensures coverage for the landlord in the event that the tenant owes unpaid rent or other damages at move-out. This makes it very difficult for tenants to contest the many junk fees that are included in their final move-out statements, as the landlord submits the statement to Jetty for reimbursement (who seemingly does not conduct any review of the charges). Jetty subrogates its claim and pursues the tenant for the money that it paid out to the property, and the property may still claim the tenant owes money over and above the amount that was paid by Jetty. Jetty also retains any premiums paid by tenants who do not owe the property at move-out, which is the exact opposite of what would happen if the property accepted a "traditional"

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<sup>36</sup> For more on security deposit replacement products, see Nat'l Hous. Law Project, Regarding Security Displacement Products (2022), <https://www.nhlp.org/wp-content/uploads/2023.01.05-Regarding-Security-Deposit-Replacement-Products.pdf>.

<sup>37</sup> LeaseLock is a "lease insurance provider" that "eliminates security deposits, surety bonds, cosigners and guarantors." According to its website, LeaseLock's billing is integrated with the leasing process such that a "monthly deposit waiver fee is automatically collected along with monthly rent." Although the tenant foots the bill—which ranges from \$16 to \$39 per month—the insurance that LeaseLock provides is payable to the landlord, not the tenant. LeaseLock, Frequently Asked Questions, <https://leaselock.com/faqs/> (last visited Jan. 4, 2023).

security deposit rather than the bond product. We believe this practice is an attempt to get around the requirements of Louisiana's Security Deposit Law (La. R.S. § 9:3251). To make matters worse, we have seen multiple instances where the property reports the entire balance to collections (through a third-party collections agency), despite having been paid a portion of the alleged balance by Jetty.

## **K. Check Cashing Fees**

21% of survey respondents reported observing check cashing fees. These respondents came from 11 states.<sup>38</sup>

Some landlords impose fees when the tenant pays rent via check. An Ohio advocate explained that in some cases, paying by check is the only way to pay, but the tenant is still forced to pay the fee. A New York advocate reported that tenants must pay a fee for paying rent by check rather than through the online portal. Similarly, a Louisiana advocate reported seeing an \$8 “check scan” fee added to a tenant’s balance. One Minnesota advocate stated that some landlords require tenants to pay more if they pay rent via check. An Arkansas advocate noted that these fees can be as high as 10%.

## **L. Fees to Report Rental Payment Information to the Credit Bureaus**

7% of survey respondents reported observing fees to report information to credit bureaus. These respondents came from 4 states.<sup>39</sup>

Some housing providers charge tenants a mandatory monthly fee to send their rental payment information to the credit bureaus.<sup>40</sup> A Georgia advocate explained that many landlords automatically sign renters up for monthly credit reporting—usually for \$9.95 per month—and then require the tenant to opt-out in writing if they do not want the service. Landlords bury this notice in the lease so tenants do not see it. An Ohio advocate noted that some corporate landlords have made this fee mandatory.

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<sup>38</sup> AL, CA, CO, FL, GA, LA, MN, NY, OH, SC, and TX.

<sup>39</sup> CA, GA, OH, and SC.

<sup>40</sup> See Kelly Thompson Cochran, Colin Foos, & Michael Stegman, RenRegLab & Urban Inst., *Utility, Telecommunications, and Rental Data in Underwriting Credit* app. D, at 99 (2021), [https://finreglab.org/wp-content/uploads/2022/02/utility-telecommunications-and-rental-data-in-underwriting-credit\\_1.pdf](https://finreglab.org/wp-content/uploads/2022/02/utility-telecommunications-and-rental-data-in-underwriting-credit_1.pdf). For a discussion of the risks of this practice, see Nat'l Consumer Law Ctr., *Even the Catch-22s Come With Catch-22s: Potential Harms & Drawbacks of Rent Reporting* (2022), <https://www.nclc.org/resources/even-the-catch-22s-come-with-catch-22s-potential-harms-drawbacks-of-rent-reporting/>.

## **M. Other Fees**

In addition to the fees that the survey specifically asked about, 61% of respondents, from 19 states,<sup>41</sup> affirmatively detailed how landlords often charge various other fees, including the ones described below. Because we did not specifically ask survey respondents about these fees, it is possible that advocates in other states may have observed them as well.

### *1. Pet fees or pet rent*

Advocates from Colorado, Ohio, Utah, and Washington reported that landlords now charge nonrefundable pet fees or pet rent. For example, two Colorado advocates noted that landlords regularly charge fees for pets, with one commenting that they frequently see a nonrefundable fee of around \$400. A Washington advocate similarly commented that pet fees are a big issue, with landlords routinely charging a nonrefundable deposit of around \$500 and/or monthly pet rent. A Utah advocate also reported seeing “pet rent” of \$25 to \$50 per month in addition to pet application fees of \$200 to \$300. An Ohio advocate described seeing tenants being charged an unauthorized pet fee despite giving the landlord proper notice or the pet being properly registered as an emotional support animal.

### *2. Trash fees*

Advocates from Georgia, New York, and South Carolina reported seeing trash fees. An advocate from South Carolina stated that landlords charge fees for the dumpster plus fees for trash collection.

### *3. Valet trash fees*

Advocates from Colorado, Georgia, Utah, and South Carolina specifically mentioned valet trash fees, which landlords typically charge in addition to other trash fees. For example, a Utah advocate stated that landlords charge \$35 to \$55 per month for mandatory “concierge trash service.” A South Carolina advocate emphasized that they rarely see people who would opt to use valet trash and, moreover, the service often does not exist in practice. A Colorado advocate stated that landlords charge these fees in buildings with trash chutes on every floor.

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<sup>41</sup> AR, CA, CO, FL, GA, IN, LA, MD, MN, MO, MT, NE, NM, NY, OH, PA, SC, TX, and WA.

#### *4. Pest control fees*

Advocates from Georgia, Utah, South Carolina, and Washington commented about pest control fees. A Utah advocate stated that landlords have started charging pest control fees at nearly all apartments in one city. A Washington advocate reported seeing a monthly fee to subsidize the landlord for pest control.

#### *5. Technology package/internet and cable-related fees*

Advocates from Georgia and Maryland reported technology packages or internet and cable-related fees. A Georgia advocate commented that mandatory technology fees are becoming very common, with some tenants paying \$100 per month for a service they did not know was mandatory. Several tenants told this advocate that their landlord did not inform them about the service or how to take advantage of it and, as a result they procured their own internet and cable service and were essentially charged double. A Maryland advocate reported seeing new fees for internet, cable, and other pre-existing amenities and services.

#### *6. Fees to “hold” an apartment*

Advocates from California, Maryland, and New York specifically mentioned “holding” fees—fees that prevent the landlord from renting the unit to somebody else. A New York advocate commented that this holding fee is in addition to the security deposit and first month’s rent. One Maryland advocate reported that holding fees can be \$200 or more, and some apartment complexes take months to refund tenants, even if their application was denied. Another Maryland advocate reported that nonrefundable holding fees are excessive because the time between application and denial is often just a few hours or days. A California advocate described a recent situation where the landlord had already signed a Housing Assistance Payments (HAP) Contract with the housing authority, but refused to sign the lease until the tenant agreed to a “non-refundable deposit” to hold the unit.

#### *7. Fees to rent month-to-month instead of on an annual basis*

Advocates from Georgia, Illinois, Minnesota, Ohio and Washington reported that landlords charge month-to-month fees. For example, an Illinois advocate reported seeing a month-to-month fee of \$1000, on top of rent, each month. One Washington advocate commented that month-to-month fees have been particularly bad, with landlords charging a high fee for a tenant who does not renew a 12-month or similarly

long lease; these fees can be around 25% of the total rent charged. Another Washington advocate described a fee charged to a tenant for not signing a new lease and a much higher rate for a month-to-month tenant. A Minnesota advocate stated that monthly rent paid for a month-to-month lease—which is much higher than monthly rent on a year-long lease—was described to the tenant as a “convenience fee.”

Three advocates from Ohio similarly reported that landlords charge month-to-month fees where the tenant does not renew the annual lease, sometimes even when no annual lease is offered. One advocate from this state stated that these fees can be \$100 per month.

A Georgia advocate explained that during the pandemic, many landlords refused to renew leases, and after the initial lease expired, tenants were converted to month-to-month status, with many landlords charging hundreds of dollars in month-to-month fees. Some landlords used these fees to double the rent. The advocate noted that Georgia courts are looking closely at excessive late fees, but that landlords find they can effectively sneak month-to-month fees into court judgments by claiming those fees are part of the rent.

#### *8. Court costs and attorney's fees*

Advocates from many states, including California, Colorado, Georgia, Maryland, New Mexico, New York, Ohio, Texas, South Carolina, and Washington, described how landlords charge court costs and/or attorney's fees in connection with eviction actions—sometimes immediately upon filing—or even for threatened eviction actions.

A Texas advocate mentioned seeing \$73.25 eviction fees plus court costs due at the time the landlord files the eviction action. Similarly, a Colorado advocate stated that landlords have been almost uniformly charging court and attorney's fees as soon as they file an eviction case in court (which the advocate believes is contrary to a state statute, though some judges have allowed it). Two Ohio advocates reported the same practice: that landlords often demand attorney's fees if an eviction is filed—or when notice is posted (one advocate noted that practice is illegal). The fees range from \$300 up to \$600. A New Mexico advocate reported that apartment managers sometimes charge an estimated court filing fee on non-rent cases (for more than the actual cost), which is not included in the lease agreement. Although the New Mexico statute allows the prevailing party to collect fees and costs, managers assess these charges prior to even attending a hearing.

A Maryland advocate noted that landlords charge court costs even when the landlord does not file the eviction case because the tenant pays the past due rent. Similarly, a California advocate noted that a landlord charged the cost of their legal fees to file an unlawful detainer action that was dismissed immediately because the tenant had complied with the relevant notice requirement.

Advocates in Georgia and Washington reported that landlords passed the cost of their attorneys on to their tenants. A Georgia advocate noted that landlords charge the tenant the “legal fee” that the landlord’s attorney charges to go to court or the fee to file an eviction case. Similarly, a Washington advocate stated that landlords charge fees for the landlord to consult with their attorney.

Advocates in various states, including Arkansas, Ohio, Virginia, and Washington, mentioned these fees in conjunction with notice fees (discussed in Section G above). For example, an Arkansas advocate stated that notice fees often get rolled into court costs and attorney’s fees. Similarly, an Ohio advocate commented that most landlords roll notice fees, which range from \$25 to \$35, into “court costs.” A Virginia advocate reported that some landlords add attorney’s fees when providing the legally required pre-lawsuit notice.

#### *9. Common area and amenity-related fees*

Advocates from Colorado, New York, and Washington reported seeing fees related to common areas and amenities. For example, a Washington advocate stated that landlords charge extra fees to access a community space such as a pool/clubhouse and fees to access laundry rooms (or have in-unit laundry). A Colorado advocate reported seeing common area maintenance fees, but noted that they do not know what makes up those fees. A New York advocate mentioned laundry charges. That advocate also described a situation where a landlord had assessed charges for damage to the common area years in the past. The tenant denied causing the damage and although the landlord failed to provide any substantiation for the charges, they applied earmarked rent payments to the damage fees and then claimed rent arrears.

#### *10. Roommate and guest-related fees*

A Washington advocate stated that landlords charge fees for guests that stay for longer than a certain period of time. A New York advocate noted that a landlord’s attorney admitted that his client routinely double-charges regulated rent if they believe a tenant has a roommate.

### *11. Cleaning and repair fees*

Some advocates reported nonrefundable fees for cleaning and related move-in or move-out services. For example, a California advocate stated that landlords charge an up-front cleaning fee. A Washington advocate similarly reported that landlords charge nonrefundable fees for cleaning and carpet shampooing. Additionally, an Ohio advocate reported that landlords charge flat fees and excessive fees for cleaning and repairs after a tenant moves out in order to keep security deposits.

### *12. Maintenance fees*

A Florida advocate commented that some leases impose charges for each maintenance request. A Minnesota advocate reported that leases require renters to pay \$25 to \$35 per month to a utility company program that provides maintenance to furnaces and appliances that the landlord owns.

### *13. Inspection fees*

A Washington advocate reported that landlords charge tenants for semiannual inspections that the landlord performs.

### *14. Mail sorting fees*

A Texas advocate reported seeing a \$4.50 mail sorting fee.

### *15. Fees charged each January*

Two Minnesota advocates reported seeing a “January fee”—a fee charged in January for seemingly no reason. One of the advocates noted that one management company had this fee, which was for \$100, for many years, but that they have since changed it to a \$12 monthly fee.

## **IV. CONCLUSION AND RECOMMENDATIONS**

Junk fees charged to renters and rental housing applicants make securing and maintaining rental housing even more difficult for rent-burdened households. To help ensure renters’ future ability to secure safe and affordable housing by keeping unfair debt collection items off of their credit reports, we urge the FTC to:

1. Investigate corporate and large landlords that impose unavoidable and exploitative junk fees for potentially deceptive or unconscionable practices, including fees that:
  - Are excessive in amount or greater than the cost to the landlord of a service.
  - Pay for services not ultimately provided (e.g., valet trash).
  - Charge for services that the landlord is legally obligated to provide as part of renting a habitable premises (e.g., pest fees, fees to maintain the furnace to provide heat, etc.).
  - Prevent competition, such as requiring use of a certain insurer or cable/internet provider.
  - Violate the common law doctrine against liquidated damages (e.g., penalty fees, lease termination fees that do not consider whether a landlord was able to mitigate by re-renting to a new tenant).
  - Are prohibited by state or local law.
2. Work with the CFPB to investigate and bring enforcement actions against debt collectors that engage in collection practices that violate the Fair Debt Collection Practices Act in their collection of rental debt, which may include junk fees.<sup>42</sup>
3. Develop guidance or rules that prevent the imposition of unavoidable and exploitation junk fees, such as the fees described above in recommendation number 1. Work with the CFPB to develop guidance or rules under the Fair Debt Collection Practices Act stating that it is an unfair debt collection practice to collect such fees.
4. Develop guidance or rules to mandate that online platforms for rental advertisements, such as Zillow or Apartments.com, require disclosure of all fees—including fees charged before and after signing a lease—for a rental.
5. Work with the CFPB and HUD to study and address the disproportionate impact of these practices on renters and rental applicants of color.

If you have any questions about these comments, please contact Ariel Nelson at [anelson@nclc.org](mailto:anelson@nclc.org) or April Kuehnhoff at [akuehnhoff@nclc.org](mailto:akuehnhoff@nclc.org).

Respectfully submitted,

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<sup>42</sup> See, e.g., Kuehnhoff, et al., *supra* note 1.

### **National Organizations**

National Consumer Law Center (on behalf of its low-income clients)  
Center for Digital Democracy  
Consumer Action  
Consumer Reports  
Housing Justice Center  
Liberation in a Generation  
National Association of Consumer Advocates  
National Housing Law Project  
Public Good Law Center  
Revolving Door Project  
Private Equity Stakeholder Project  
Unidos US

### **State and Local Organizations**

ACLAMO (PA)	Legal Aid Society of Southwest Ohio
Alaska PIRG	Legal Services of Greater Miami, Inc. (FL)
BASTA, Inc. (CA)	Michigan Poverty Law Program
California Low-Income Consumer Coalition (CLICC)	Mountain State Justice, Inc. (WV)
Charlotte Center for Legal Advocacy (NC)	New Jersey Citizen Action
Consumer Federation of California	Oregon Consumer Justice
Economic Action Maryland	Peoples Law Center – Centro de Derecho de la Gente (WI)
Greater Hartford Legal Aid (CT)	Tzedek DC
Greater Napa Valley Fair Housing Center (CA)	United Tenants of Albany (NY)
HOME Line (MN)	Vermont Legal Aid
Indiana Legal Services, Inc.	Virginia Poverty Law Center
Jacksonville Area Legal Aid (FL)	Volunteer Lawyers for Justice (NJ)
Law Center for Better Housing (IL)	William E. Morris Institute for Justice (AZ)
Legal Aid Justice Center (VA)	

## ADDENDUM 1

April 11, 2022

*Via regulations.gov*

Comment Intake–Fee Assessment  
Consumer Financial Protection Bureau  
1700 G Street NW  
Washington, DC 20552

**Re: Request for Information Regarding Fees Imposed by Providers of  
Consumer Financial Products or Services, Docket No. CFPB-2022-0003**

The National Consumer Law Center (on behalf of its low-income clients) (NCLC) and the National Housing Law Project (NHLP) are pleased to submit these comments in response to the Consumer Financial Protection Bureau’s (CFPB) Request for Information Regarding Fees Imposed by Providers of Consumer Financial Products or Services, Docket No. CFPB-2022-0003. These comments discuss the many junk fees charged to tenants and rental housing applicants. We urge the CFPB to work with the Federal Trade Commission (FTC) to investigate and prevent the imposition of these junk fees so that they do not end up in the hands of debt collectors, impair renters’ credit reports, and jeopardize renters’ future ability to secure safe and affordable housing.

**I. Junk fees make rental housing even more unaffordable and jeopardize access to future housing**

Even before the COVID-19 pandemic, many renters struggled to find safe and stable housing, in part because of the severe affordable housing shortage. Pre-pandemic, over 20 million renter households were burdened with housing costs that threatened their financial security.<sup>1</sup> The COVID-19 economic crisis has only exacerbated this crisis.<sup>2</sup>

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<sup>1</sup> Joint Ctr. for Hous. Studies of Harvard Univ., *America’s Rental Housing* 26 (2020), <https://www.cbpp.org/research/poverty-and-inequality/tracking-the-covid-19-economys-effects-on-food-housing-and>.

<sup>2</sup> See Andrew Aurand, et al., Nat’l Low Income Hous. Coal., *The Gap: A Shortage of Affordable Homes* 1–2 (2021), [https://reports.nlihc.org/sites/default/files/gap/Gap-Report\\_2021.pdf](https://reports.nlihc.org/sites/default/files/gap/Gap-Report_2021.pdf); see also Ctr. on Budget & Pol’y Priorities, *Tracking the COVID-19 Economy’s Effects on Food, Housing, and Employment Hardships* (2021), <https://www.cbpp.org/research/poverty-and-inequality/tracking-the-covid-19-economys-effects-on-food-housing-and>.

Renters now face not only an affordable housing shortage and rising rent prices,<sup>3</sup> but also a number of junk fees that they must pay to secure and maintain housing. If a tenant ultimately cannot afford to pay these unavoidable junk fees (described in detail below), the fees may become an alleged rental debt that a housing provider seeks to collect through a third-party debt collector who reports the debt to the Big Three credit bureaus.

Alleged rental debt can haunt a renter long after they have vacated a housing unit—whether they left because of an eviction case or voluntarily moved out. Rental debt can lead to dunning by debt collectors and negative marks on credit reports, resulting in lowered credit scores.<sup>4</sup> Consumers may face demands for rental debt in eviction proceedings or in separate collection lawsuits. When a judgment enters against the consumer, creditors may use post-judgment collection remedies like wage or bank account garnishment.

Negative entries in a credit report can present a long-term barrier to renters obtaining new housing. Ninety percent of landlords run credit checks on all potential tenants,<sup>5</sup> often automatically rejecting applicants who are alleged to owe money to former landlords and who have lower credit scores.<sup>6</sup> This barrier to housing disproportionately affects renters of color. According to the National Equity Atlas, 65% of people with rent arrears are people of color.<sup>7</sup> And when the COVID-19 economic crisis hit, Black consumers already had lower credit scores as a group than white consumers due to historic and current discrimination and the racial wealth gap.<sup>8</sup>

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<sup>3</sup> Abha Bhattarai, *Rents are up more than 30 percent in some cities, forcing millions to find another place to live*, Washington Post (Jan. 30, 2022), <https://www.washingtonpost.com/business/2022/01/30/rent-inflation-housing/>.

<sup>4</sup> See Nat'l Consumer Law Ctr., *Assisting Consumers with Rental Debt During COVID-19: Legal Aid and Non-Profit Attorneys Share Their Experiences* (2021), [https://www.nclc.org/images/pdf/credit\\_reports/Dec-14-Letter-to-CFPB-Director-Chopra-re-Rental-Debt-Survey.pdf](https://www.nclc.org/images/pdf/credit_reports/Dec-14-Letter-to-CFPB-Director-Chopra-re-Rental-Debt-Survey.pdf).

<sup>5</sup> *TransUnion Independent Landlord Survey Insights*, TransUnion SmartMove (Aug. 7, 2017).

<sup>6</sup> See Nat'l Consumer Law Ctr., *Salt in the Wound: How Eviction Records and Back Rent Haunt Tenant Screening Reports and Credit Scores* (2020), [https://www.nclc.org/images/pdf/special\\_projects/covid-19/IB\\_Salt\\_in\\_the\\_Wound.pdf](https://www.nclc.org/images/pdf/special_projects/covid-19/IB_Salt_in_the_Wound.pdf).

<sup>7</sup> Nat'l Equity Atlas, *Rent Debt in America: Stabilizing Renters is Key to Equitable Recovery* (last visited Apr. 5, 2022), <https://nationalequityatlas.org/rent-debt>.

<sup>8</sup> See Chi Chi Wu, *Reparations, Race, and Reputation in Credit: Rethinking the Relationship Between Credit Scores and Reports with Black Communities*, Medium (Aug. 7, 2020), [https://medium.com/@cwwu\\_84767/reparations-race-and-reputation-in-credit-rethinking-the-relationship-between-credit-scores-and-852f70149877](https://medium.com/@cwwu_84767/reparations-race-and-reputation-in-credit-rethinking-the-relationship-between-credit-scores-and-852f70149877).

## II. Survey of legal services and nonprofit attorneys reveals that tenants face an array of unavoidable junk fees

To learn more about the array of junk fees charged to tenants and rental housing applicants, NCLC conducted a survey of legal services and nonprofit attorneys from around the country who work with clients in rental housing-related contexts. The survey, conducted in March and April of 2022, specifically asked whether respondents had seen housing providers charge their clients certain fees, including high risk fees, insurance fees, fees to report rental payment information to the credit bureaus, and new fees on top of rent imposed by corporate or private equity landlords who purchased the building. The survey also invited respondents to describe any other types of junk fees they have observed. Below is a non-exhaustive list and discussion of the junk fees that survey respondents reported seeing.

**Rental application fees.** These fees can be higher than the housing provider's actual costs to process the application and may be assessed even when no rental unit is in fact available.

**Processing or administrative fees.** An advocate from Georgia reported that, separate from the rental application fee, rental housing applicants must pay processing or administrative fees that average \$250. A Florida advocate reported that prospective tenants are sometimes required to pay fees up front before being shown the lease.

**High risk fees.** These nonrefundable fees are typically charged to tenants deemed "high risk" because of an "insufficient" rental history, an eviction record, a low credit score, a criminal record, or other factors. Tenant screening companies may be involved in making this determination. For example, advocates have seen the high risk designation and the amount of the fee on a SafeRent Score Report from CoreLogic Rental Property Solutions (now SafeRent Solutions) under the headers "Your Community's Decision" and "Applicant Decision" (a copy of one such SafeRent Score Report is attached to this comment as an Appendix).<sup>9</sup> One advocate from Georgia stated that these high risk fees ranged from \$100 up to the cost of a one-month security deposit. Sometimes, but not always, tenants pay these nonrefundable fees in lieu of a security deposit.

**Charges in lieu of a security deposit.** A Florida advocate reported that landlords require non-refundable down payments. Similarly, a Texas advocate explained that tenants are either being charged one-time nonrefundable fees or relatively smaller

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<sup>9</sup> See Email from Georgia advocate to Ariel Nelson, Staff Attorney, NCLC (Feb. 14, 2022) (on file with author).

nonrefundable monthly fees. The advocate noted that not all tenants realize that these fees, especially one-time fees paid prior to move-in, are not security deposits and are not refundable.

Advocates from Washington, DC and Iowa stated that they see “security bonding,” where a tenant secures a bond in lieu of a security deposit. One company operating in this space is Lease Term Solutions, which is operated by a subsidiary of RealPage.

Advocates from Florida and Georgia also mentioned LeaseLock, a “lease insurance provider” that “eliminates security deposits, surety bonds, cosigners and guarantors.”<sup>10</sup> According to its website, LeaseLock’s billing is integrated with the leasing process such that a “monthly deposit waiver fee is automatically collected along with monthly rent.” Although the tenant foots the bill—which ranges from \$16 per month to \$39 per month—the insurance that LeaseLock provides is payable to the landlord, not the tenant.<sup>11</sup>

**Insurance fees.** Advocates from many states, including Colorado, Wisconsin, Vermont, Florida, Washington, Michigan, Texas, and Georgia reported seeing fees for insurance that only covers the landlord. One Georgia advocate stated that many corporate landlords now charge these fees, which typically range from \$10 to \$25 per month. Another Georgia advocate reported that this fee is sometimes called a “building protection fee.” And another Georgia advocate said that apartment management in Atlanta call these “bond” fees.

Tenants may believe that these fees are for renter’s insurance that will protect them when that is not the case. A Wisconsin advocate reported that one client learned that his “renter’s” insurance was actually property insurance for the owner when there was a building fire. The insurance covered only the structure and not the tenant’s personal property.

Another Wisconsin advocate stated that he has seen a proliferation of forced-premium and landlord liability insurance plan charges that range from \$13 to \$25 a month. The advocate’s understanding is that if the tenant fails to provide sufficient proof of renter’s insurance coverage within 30 days of taking possession of the unit, the landlord may charge the tenant. Similarly, a Florida advocate similarly reported seeing a regular, nonrefundable fee of \$15 a month charged if the tenant has not secured renter’s insurance. Advocates from Montana and Iowa also reported that landlords charge tenants a fee if they do not secure insurance. A Michigan advocate said that she sees fees for not having rental insurance as well as fees associated with paying for insurance

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<sup>10</sup> LeaseLock, Frequently Asked Questions, <https://leaselock.com/faqs/> (last visited Apr. 1, 2022).

<sup>11</sup> *Id.*

policies through the landlord. Another Michigan advocate referred to these fees as “insurance waiver fees.”

**Convenience fees.** A growing number of housing providers charge “convenience” fees when tenants pay their rent online. Some housing providers no longer accept payment in person or by check, meaning that tenants have no way to avoid these fees. A Montana advocate explained that tenants must pay a \$5 fee for paying rent through the required online portal. A Florida advocate said that some owners/property managers charge a monthly \$35 convenience fee for processing rent and that there is no way for tenants to tender rent that does not invoke the fee. Similarly, a Colorado advocate reported that tenants must pay “billing convenience” fees for automatic billing and processing of payments. The advocate noted that tenants do not opt in to the automatic billing and do not have the option to opt out. A Michigan advocate reported that tenants who wanted to avoid their landlord’s “payment portal” would be charged a fee for doing so.

**Check cashing fees.** A Massachusetts advocate reported that some landlords charge checking cashing fees even in cases where the landlord will only accept rent by check.

**Excessive late fees.** A Wisconsin advocate reported that landlords charge \$10 to \$50 per day in late fees plus 5% on the total balance, even when the landlord knows that rental assistance has been approved. The advocate described this practice as “late fees on late fees.” Advocates from Ohio and Michigan also observed excessive late fees, and a Minnesota advocate reported unlawful late fees

**Utilities-related fees.** A Wisconsin advocate reported that corporate landlords commonly impose “utility service fees”—fees for processing utility charges. Two Georgia advocates also stated that they see utility service fees, and a Minnesota advocate reported “utility billing fees.” An Illinois advocate similarly reported “all sorts of utility fees.” An advocate from Pennsylvania stated that tenants are being charged a monthly fee to keep utility accounts in the landlord’s name.

A Minnesota advocate stated that landlords charge a variety of “vacant cost recovery” (VCR) fees, including VCR admin usage fees, VCR gas usage fees, and VCR electric usage fees.<sup>12</sup>

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<sup>12</sup> The survey respondent did not provide further detail, but it appears he is referring to fees that landlords charge when tenants allegedly do not transition utility services to their name before they move in, who close their accounts before moving out, and/or who do not close their accounts when they move out.

**Fees to report rental payment information to the credit bureaus.** Some housing providers charge tenants a mandatory monthly fee to send their rental payment information to the credit bureaus.<sup>13</sup> A Washington advocate reported that these fees are usually part of a “resident benefit package,” which provides little to no benefit to her clients and actually harms her disabled clients. A Georgia advocate said that while he has not seen a strict requirement that tenants pay this fee, he has seen “offers” where tenants are automatically enrolled in the program and must opt out to avoid the charges.

**Notice fees.** These fees include charges for notices of late payment and notices of rent increases. An advocate from New Mexico reported that landlords charge fees (the advocate referred to them as “legal fees”) when a landlord serves a notice in the context of a legal proceeding. A Montana advocate said that the notice fees that he sees range from \$35 to \$50 per notice. Another Montana advocate suggested that, in addition to fees for sending the tenant a notice of violation, landlords charge “administrative” or “posting” fees that range from \$25 to \$40 for sending the tenant a letter.

**New fees charged by corporate or private landlords who purchased the building.**<sup>14</sup> An advocate from Florida explained that private equity outfits have started to monetize all aspects of tenancy. Similarly, a Colorado advocate reported that various fees are added into tenancy agreements or as part of lease renewals when ownership transfers. An advocate from Iowa stated that this is a huge problem with manufactured housing in particular.

Some advocates indicated that corporate landlords are more likely to charge a variety of junk fees. An advocate from Georgia stated that examples of these fees include common area electric, valet trash, service fees for utilities, account initiation fees for third-party utilities, technology package fees, and pest control fees (even when pest control services are not provided). A Florida advocate specifically mentioned that the private equity landlord started charging pet rent, association and amenities fees, maintenance fees, and fees for capital upgrades.

**Other fees.** In addition to the fees specifically discussed above, advocates noted that landlords may charge other fees, including:

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<sup>13</sup> See Kelly Thompson Cochran, Colin Foos, & Michael Stegman, RenRegLab & Urban Inst., Utility, Telecommunications, and Rental Data in Underwriting Credit app. D, at 99 (2021), [https://finreglab.org/wp-content/uploads/2022/02/utility-telecommunications-and-rental-data-in-underwriting-credit\\_1.pdf](https://finreglab.org/wp-content/uploads/2022/02/utility-telecommunications-and-rental-data-in-underwriting-credit_1.pdf).

<sup>14</sup> See Heather Vogell, *When Private Equity Becomes Your Landlord*, ProPublica (Feb. 7, 2022), [https://www.propublica.org/article/when-private-equity-becomes-your-landlord?utm\\_source=twitter&utm\\_medium=social#1253176](https://www.propublica.org/article/when-private-equity-becomes-your-landlord?utm_source=twitter&utm_medium=social#1253176).

- **Holding deposits.** One advocate from Pennsylvania reported that landlords impose high “holding” deposits. These fees may be imposed to reserve an apartment before the tenant commits to a lease.
- **Move-in fees.**
- **Unexplained “administrative” or “nonrefundable” fees.**
- **Property management fees.**
- **Maintenance and repair-related fees.**
- **Amenity fees.**
- **“Valet trash” fees.** An advocate in Colorado noted that these fees may be charged even if the tenant does not use the service or the service is not actually provided.
- **Package locker fees.**
- **Package delivery availability fees.**
- **“Luxury” package fees.**
- **Landscaping fees.**
- **Cable fees** where, according to a Wisconsin advocate, it is unclear whether tenants have the option of discontinuing their cable service.
- **Lease renewal fees.**
- **Lease termination fees.** A Florida advocate also reported seeing “accelerated rent,” where the landlord claims they have no obligation to mitigate damages from early termination of a lease and seeks to collect a year’s worth of rent.
- **Attorney’s fees.**
- **Parking fees and mileage** for when the landlord goes to court to file an eviction.
- **Redecorating fees.**
- **Nonrefundable portions of the security deposit.** An Ohio advocate stated that portions of the security deposit are for cleaning and are nonrefundable. A Minnesota advocate observed unlawful cleaning fees.

Advocates from Florida and Vermont mentioned one specific housing provider—Florida Beach Coast LLC<sup>15</sup>—as one of the worst offenders in terms of extra fees. According to the Florida advocate, a lease with Florida Beach Coast LLC provides for the following fees in addition to others (and in addition to rent):

1. \$20 per month for a tenant rent portal
2. \$50 per month if automatic rent payments are not set up
3. \$200 to collect rent from a third party

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<sup>15</sup> Florida Beach Coast’s website appears to be down, but the company has been in the news for its abusive practices. See, e.g., Molly Duerig, ‘Still not up to code’: Orlando rental company accused of scamming another family, Spectrum News (May 5, 2021), <https://www.mynews13.com/fl/orlando/news/2021/05/05/orlando-rental-company-accused-of-scamming-another-family>.

4. \$100 to fill out any form
5. \$35 returned payment fee
6. \$100 if tenant pays into an account which is not theirs
7. \$25 per month per appliance for appliance rental
8. \$200 per appliance for appliance pickup and removal
9. \$50 per month for storage shed rental
10. For a missing lockbox, \$45 trip fee plus \$35 for the lockbox
11. \$20 if a PaySlip is lost
12. \$50 fee if tenants lock themselves out of the portal
13. \$100 or 10% of the rent (whichever is higher) late fee (no grace period)
14. \$150 fee per pet plus \$20 per month pet rental fee per pet
15. \$500 nondisclosure fee per pet if the pet's existence is not disclosed to landlord
16. \$100 fee if smoking is seen
17. \$75 for any notice received by landlord
18. \$75 courier notice delivery fee
19. \$30 per waste can left on the street
20. \$53 per month for septic system maintenance
21. \$43 well water maintenance fee
22. \$100 per day for using utilities that are not put in tenant's name
23. \$40 per month minimum fee for water
24. \$25 per month minimum fee for trash
25. \$10 per month minimum fee for sewer
26. \$75 per month minimum fee for internet
27. \$250 plus cost of repairs to remove any satellite dish or cable (average repair is \$1,000)
28. \$500 if any internet device is unplugged
29. \$1,000 if tenant touches or alters an exterior camera
30. \$50 fee per call, email or message left to or for landlord
31. \$70 per month for lawn maintenance
32. \$100 appointment no show fee
33. \$75 for anything that needs to be fixed
34. 7 per day notice fee \$100
35. \$175 for pest control
36. \$225 per room for painting
37. Wall damage per hole \$125
38. \$250 interior door replacement
39. \$30 door handle replacement
40. \$125 stove cleaning
41. \$150 refrigerator cleaning

42. Pool cleaning minimum fee \$1,000
43. \$500 for government violations even if the violation is landlord's fault plus any additional costs to repair or remedy
44. Yard and exterior maintenance minimum \$300 plus any additional costs to remedy (average cost \$450)
45. \$150 per month for failure to maintain lawn
46. \$450 minimum for debris removal
47. \$250 to change or rekey any locks plus an additional \$175

### **III. Conclusion and Recommendations**

Junk fees charged to tenants and rental housing applicants make securing and maintaining rental housing even more difficult for rent-burdened households. To help ensure renters' future ability to secure safe and affordable housing by keeping unfair debt collection off of their credit reports, we urge the CFPB to work with the FTC to investigate and prevent the imposition of unavoidable and exploitative junk fees. The CFPB and the FTC should also work together to study and address the disproportionate impact of these practices on renters and renter applicants of color.

If you have any questions about these comments, please contact Ariel Nelson at [anelson@nclc.org](mailto:anelson@nclc.org) or 805-432-3993.

Respectfully submitted,

National Consumer Law Center (on behalf of its low-income clients)  
National Housing Law Project

## **APPENDIX**

The following is an example of a SafeRent Score Report from CoreLogic Rental Property Solutions (now SafeRent Solutions) that includes a “high risk” designation. The document is an excerpt of a tenant screening report used to deny rental housing.

### SAFERENT® SCORE REPORT

#### REPORT INFORMATION

**Transaction No:** 0058747702 **Performed By:** ACOLE3  
**Performed On:** Friday August 21, 2020 / 15:12:15 EDT **Property:** RW809 - The Park at Carrigan  
**Request ID:** R2V0X1Q1

#### APPLICANT INFORMATION

**Name:** [REDACTED] **SSN:** [REDACTED]  
**Monthly Income:** \$0 **DOB:** [REDACTED]  
**Phone:** 0000000000 **Email:** [REDACTED]  
**Current Address:** [REDACTED] **Previous Address:** [REDACTED]

#### YOUR COMMUNITY'S DECISION

**Applicant Decision:** DECLINE - 292  
 Decline \$300 High Risk Fee

YOUR MANAGEMENT COMPANY ESTABLISHES CRITERIA (DECISION POINTS) APPROPRIATE FOR APPROVAL OF APPLICANTS TO YOUR COMMUNITY. QUESTIONS REGARDING THESE CRITERIA SHOULD BE DIRECTED TO YOUR MANAGEMENT COMPANY.

#### SCORE ATTRIBUTE

If improved, the following items could positively impact this applicant's score.

- \*\* Credit
- \*\* Application Data

#### LEASE INFORMATION

**Monthly Rent:** \$912 **Security Deposit:** \$0  
**Total Income:** \$783 **Lease Term:** 11 Month(S) Month(S)  
**Bedrooms:** **Marketing Source:**  
**Client Reference:** **Rent/Income:** 100%

SafeRent® Score is designed as a useful predictor tool, but is not a guarantee of the future performance of an applicant. **WARNING:** A person must have permissible purpose under the Fair Credit Reporting Act(FCRA; 15 U.S.C. 1681-1681y) to obtain a consumer report. The FCRA provides that any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution, including fines and possible imprisonment. A consumer reporting agency may not prohibit users from disclosing the contents of the report directly to the consumer, however the FCRA under most instances does not require users to do so. It is recommended that users refer all consumer inquiries regarding the information contained in this report directly to CoreLogic Rental Property Solutions LLC. The Federal Trade Commission has said that consumer report users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA. More information about consumer report user's obligations is available at [www.ftc.gov/credit](http://www.ftc.gov/credit).

## ADDENDUM 2

### APARTMENT LEASE CONTRACT



Date of Lease Contract: October 10, 2021  
(when the Lease Contract is filled out)

*This is a binding document. Read carefully before signing.*

#### Moving In — General Information

1. **PARTIES.** This Lease Contract (sometimes referred to as the "lease") is between *you*, the resident(s) (list all people signing the Lease Contract):

[Redacted]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and us, the owner: Cavalier at 100 LP

(name of apartment community or title holder). You've agreed to rent apartment No. [Redacted], at [Redacted] Cavalier Crossing

\_\_\_\_\_ (street address) in Lithonia

(city), Georgia, 30038 (zip code) (the "apartment" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

2. **OCCUPANTS.** The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

[Redacted]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 7 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. **LEASE TERM.** The initial term of the Lease Contract begins on the 15th day of November, 2021, and ends at 11:59 p.m. the 14th day of December, 2022

**Renewal.** This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by paragraph 46 (Move-Out Notice). If the number of days isn't filled in, at least 30 days notice is required.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 0.00, due on or before the date this Lease Contract is signed.

Your security deposit will be (check one)

placed in an account at (state the bank's name) KeyBank  
located at (state the bank's address) 726 Exchange St., Suite 900, Buffalo, NY 14210

OR

secured by a bond which is on file with the \_\_\_\_\_ (County) Clerk of Superior Court.

In the event interest is earned on the security deposit, Owner may keep the interest.

5. **KEYS.** You will be provided 1 apartment key(s), 1 mailbox key(s), 2 FOB(s), and/or 1 other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ 1570.00 per month for rent, payable in advance and without demand:

- at the on-site manager's office, or
- at our online payment site, or
- at cavalierat100.com

Prorated rent of \$ 837.33 is due for the remainder of (check one):  1st month or  2nd month, on November 15, 2021

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before the 3rd day of the month, you'll pay a late charge. Your late charge will be (check one):  a flat rate of \$ 150.00 or  10 % of your total monthly rent payment. Regardless of the calculation method chosen above, the total amount of your late charges shall not exceed ten percent (10%) of your monthly rent payment. You'll also pay a charge of \$ 75.00 for each returned check or rejected electronic payment, plus a late charge. If you don't pay rent on time, you'll be delinquent and all remedies under state law and this Lease Contract will be authorized. We'll also have all other remedies for such violation.

The failure to pay rent timely or the violation of the animal restrictions will result in added administrative and other expenses to us. Since such additional expenses are difficult to determine, late fees and animal violation charges are considered liquidated damages. The amount of such fees and charges are reasonable estimates of the administrative and other expenses we would incur. Animal violation charges do not cover damages to the premises and don't limit your liability for same. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

7. **UTILITIES.** We'll pay for the following items, if checked:

- water  gas  electricity  master antenna
- wastewater  trash  cable TV
- other \_\_\_\_\_

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities other than cable TV not provided by us to be disconnected for any reason—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-powered lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state or local law. You must not heat the apartment using gas-operated stoves or ovens which were intended for use in cooking.

**\*\*Important Disclosure Regarding Management's Right to Select the Natural Gas Marketer (Provider).** Resident (the Tenant) authorizes Management (the Landlord) to act as Resident's agent for the limited purpose of selecting the Resident's natural gas marketer, to authorize the natural gas marketer to obtain credit information on the Resident, if required by the marketer, and to enroll the Resident on the marketer's standard variable price plan for which the Resident is eligible, unless the Resident chooses another price plan for which he or she is eligible. Resident acknowledges that Management may have business relationship with the natural gas marketer that may provide for a financial or other benefit to Management in exchange for the Resident's enrollment with the Marketer.

**8. INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all Tenants, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are *[check one]*  required to purchase personal liability insurance  not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

You acknowledge that no portion of the rent paid by you under this agreement will be specifically allocated for the purchase of the owner's structural fire insurance, though the owner may use a portion of gross rental proceeds obtained from all rental units in the community to purchase such structural fire insurance, and in such an event, that you are in no way a co-insured under any such policy.

**9. LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move in to your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

**Payment for Rekeying, Repairs, Etc.** You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

**Special Provisions and "What If" Clauses**

**10. SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

**Resident is responsible for a Utility Setup Fee of \$25.00 at the time of move in**

See any additional special provisions.

**11. EARLY MOVE-OUT.** You'll be liable to us for a reletting charge of \$ **1570.00** (not to exceed 100% of the highest monthly rent during the Lease Contract term) if you:

- (1) fail to give written move-out notice as required in paragraphs 24 (Military Transfer and Lease Termination) or 46 (Move-Out Notice); or
- (2) move out without paying rent in full for the entire Lease Contract term or renewal period; or
- (3) move out at our demand because of your default; or
- (4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract.

**Not a Release.** The reletting charge is not a Lease Contract cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement resident. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

**12. REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment or apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

**13. CONTRACTUAL LIEN AND PROPERTY LEFT IN APARTMENT.** All property in the apartment is subject to a contractual lien to secure payment of delinquent rent. For this purpose, "apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

**Removal After Surrender, Abandonment, or Eviction.** We or law officers may remove and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment (see definitions in paragraph 51 - Deposit Return, Surrender, and Abandonment).

**Storage.** We may store, but have no duty to store, property removed after judicial eviction, surrender, or abandonment of the apartment. We're not liable for casualty loss, damage, or theft of such property. You must pay reasonable charges for our packing, removing, storing, and selling any property. We have a lien on all property removed and stored after surrender, abandonment, or judicial eviction for all sums you owe.

**Redemption.** If we've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, reletting charges, storage, damages, etc. We may return redeemed property at the place of storage, the management office, or the apartment (at our option). We may require payment by cash, money order, or certified check.

**Disposition or Sale.** Except for animals and property removed after the death of a sole resident, we may throw away or give to a charitable organization all items of personal property that are: (1) left in the apartment after surrender or abandonment; or (2) left outside more than 24 hours after a writ of possession is executed, following a judicial eviction. Animals removed after surrender, abandonment, or eviction may be kenneled or turned over to local authorities or humane societies. Property not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than 30 days after written notice of date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice must itemize the amounts you owe and the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. Sale may be public or private, is subject to any third-party ownership or lien claims, must be to the highest cash bidder, and may be in bulk, in batches, or item-by-item. Proceeds exceeding sums owed must be mailed to you at your last known address within 30 days after sale.

**14. FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, we may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our mitigation duties under paragraph 33 (Default by Resident) still apply.

**15. RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 19 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term), we give you written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 46 (Move-Out Notice).

**16. DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis

during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later:

- (1) If we give written notice to any of you when or after the initial term as set forth in paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the initial term as set forth in paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

**17. AD VALOREM TAXES/FEES AND CHARGES - ADDITIONAL RENT.**

Unless otherwise prohibited by law, if, during the term of this Agreement, any locality, city, state, or Federal Government imposes upon us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

**18. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

### While You're Living in the Apartment

**19. COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

**20. LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

**21. PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

**22. PARKING.** We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may remove unauthorized or illegally parked vehicles from the apartment community at your expense under the terms of this Lease Contract or by appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

**23. RELEASE OF RESIDENT.** Unless you're entitled to terminate your tenancy as pertains to a Family Violence Order under this paragraph or under paragraphs 10 (Special Provisions), 16 (Delay of Occupancy), 24 (Military Transfer and Lease Termination), 32 (Responsibilities of Owner), or 46 (Move-Out Notice), you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

**RELEASE OR TERMINATION DUE TO A FAMILY VIOLENCE COURT ORDER.** You may terminate the Lease Contract by giving us a 30 day written notice and a copy of the family violence order as provided in OCGA 44-7-23 if a Court has issued a civil or criminal family violence order protecting you or your minor child. If you obtained an ex parte temporary protective order (TPO) you must also provide a copy of the police incident report on which the order was based.

The termination will take effect on the 30th day after providing us your written Lease Contract termination notice accompanied by a copy of the family violence order; however, you may continue to occupy the apartment until the termination date. You will continue to be responsible for any past due rent and rent that comes due prorated through the date your Lease Contract termination is effective. Also, you are responsible for all other sums that come due or are incurred through the Lease Contract termination date.

If you signed the Lease Contract but have not yet taken possession of the apartment you may terminate the Lease Contract prior to taking possession by giving us at least 14 days written notice and providing a copy of the family violence order and a copy of the police incident report if the order was an ex parte TPO. If you give us a proper 14 day termination notice based on a family violence order prior to taking possession of the apartment you are not liable for payment of any rent or other fees, and the Lease Contract will terminate.

**24. MILITARY TRANSFER AND LEASE TERMINATIONS.**

A resident (including a resident's spouse) who is a service member on active duty or is called to active duty in the regular or the reserve component of the U.S. Armed Forces, U.S. Coast Guard or National Guard, shall have the right to end this Apartment Rental Contract early by giving 30 days written notice, paying all rent due through the notice date, and providing a copy of the official military orders or written verification signed by the service member's commanding officer or by providing base housing orders as provided in OCGA Section 44-7-22, if the service member is:

- (1) Ordered to federal duty for a period of 90 days or longer;
- (2) Receives a permanent change of station orders to move at least 35 miles away from the rental housing;
- (3) Is released from active duty after leasing housing and must move 35 miles or more away from the service member's home of record prior to entering active duty;
- (4) After entering into this rental agreement, the service member becomes eligible to live in government quarters or the failure to move to government quarters will result in a forfeiture of the member's basic allowance for housing;

- (5) Receives temporary duty orders or temporary change of station orders or state active duty orders for a period exceeding 60 days that is at least 35 miles away from the location of the rental housing; or
- (6) Receives orders after signing the lease but before taking possession of the rental housing.

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your commanding officer. Military permission for base housing does not constitute change-of-station order. After you move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10 (Special Provisions), you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Even if you are entitled to terminate this Lease Contract under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 33 (Default by Resident). You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

**25. RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

**Smoke Detectors and Carbon Monoxide Detectors.** We'll furnish smoke detectors and carbon monoxide detectors only if required by statute or ordinance, and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, and must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If you damage or disable the smoke detector or carbon monoxide detector or remove a battery without replacing it with a working battery, you will be liable to us for \$100 plus one month's rent, actual damages, and attorney's fees. If you disable or damage the smoke detector or carbon monoxide detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water. We both must comply with any local smoke detector and carbon monoxide detector ordinances.

**Casualty Loss.** We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures

can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

#### 26. CONDITION OF THE PREMISES AND ALTERATIONS.

You accept the apartment, fixtures, and furniture as is. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. Prior to move-in, you must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

#### 27. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE RESIDENT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

#### 28. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the Apartment or Apartment Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a

disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 29 (When We May Enter). We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

#### 29. WHEN WE MAY ENTER. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies) if:

- (1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; and
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector and carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

#### 30. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of tenancy termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 51 (Deposit Return, Surrender, and Abandonment).

## Replacements

**31. REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

- (1) a reletting charge *will not* be due;
- (2) a reasonable administrative (paperwork) and/or transfer fee *will* be due, and a rekeying fee *will* be due if rekeying is requested or required; and
- (3) the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.

**Procedures for Replacement.** If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

## Responsibilities of Owner and Resident

**32. RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 26 (Condition of the Premises and Alterations);
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may terminate your tenancy and exercise other remedies under state statute only as follows:

- (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time;
- (b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
- (c) if we haven't diligently tried to repair within a reasonable time, you must then give us written notice of intent to terminate your tenancy unless the repair is made within 7 days;
- (d) if repair hasn't been made within 7 days, you may terminate your tenancy and exercise other statutory remedies. Security deposits and prorated rent will be refunded as required by law;
- (e) you may terminate your tenancy under this provision only if the repair or condition is so material and substantial as to render the apartment unfit for habitation; and
- (f) you must move out of the apartment on or before the termination date specified in your notice.

**33. DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect, misleading, or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or drug paraphernalia are found in your apartment; (7) you or your occupants or guests sell, distribute, solicit, possess, or control any illegal drugs or drug paraphernalia in your vehicle, your apartment, anywhere in the apartment community, or on your person; (8) you or any guest or occupant engages in any of the

prohibited conduct described in paragraph 21 (Prohibited Conduct); or (9) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

**Eviction.** If you default, we may end your right of occupancy by giving you a 24-hour written notice to vacate. Notice may be by: (1) regular mail; (2) certified mail, return receipt requested; (3) personal delivery to any resident; (4) personal delivery at the apartment to any occupant over 16 years old; (5) affixing the notice to the inside of the apartment's main entry door. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

**Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) the rental value of your apartment while you hold over is due in advance on a monthly basis and shall be delinquent without notice or demand; (2) the rental value for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the lease term—for up to one month from the date of notice of lease extension—by delivering written notice to you or your apartment while you continue to hold over.

**Other Remedies.** We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including tenancy termination. The prevailing party may recover from the non-prevailing party 15% attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 16% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

**Remedies Cumulative.** Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

**Mitigation of Damages.** If you move out early, you'll be subject to paragraph 11 (Early Move-Out) and all other remedies. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

## General Clauses

**34. ENTIRE AGREEMENT.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

**35. NO AUTHORITY TO AMEND UNLESS IN WRITING.** Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

**36. NO WAIVER.** No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

**37. NOTICE.** Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

**38. MISCELLANEOUS.**

- A. Exercising one remedy won't constitute an election or waiver of other remedies.
- B. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
- C. All remedies are cumulative.
- D. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- E. This Lease Contract binds subsequent owners.
- F. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
- G. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
- H. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- I. All Lease Contract obligations must be performed in the county where the apartment is located.
- J. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
- K. Resident agrees and understands that the terms and conditions of this agreement, including any and all rules and regulations or other documents or policies referred to herein, will be construed and applied under and according to the laws of the state of Georgia.

**39. WAIVER OF JURY TRIAL.** To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute, common law, and/or related to this Lease Contract shall be to a judge and not a jury.

**40. LIMITATIONS ON ACTIONS.** To the extent allowed by law, Resident also agrees and understands that any legal action against Management or Owner must be instituted within one year of the date any claim or cause of action arises and that any action filed after one year from such date shall be time barred as a matter of law.

**41. CONTACTING YOU.** By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to

promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

**42. OBLIGATION TO VACATE.** If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Term), and we accept such written notice, then you are required to vacate the premises and remove all of your personal property therefrom at the expiration of the Lease term without further notice or demand from us.

Although the property may currently be providing cable on a bulk basis to the resident, the property may, with 30 days notice to the resident, cease providing cable and the resident will contract directly with the cable provider for such services.

You affirmatively state that you are not a criminal sex offender.

**43. FORCE MAJEURE:** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

**44. PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Contractual Lien and Property Left in Apartment) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

**45. ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

## When Moving Out

**46. MOVE-OUT NOTICE.** Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 3 (Lease Term). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early (see paragraph 23 - Release of Resident) except if you are able to terminate the Lease Contract under the statutory rights explained under paragraph 11 (Early Move-Out), paragraph 23 (Release of Resident), and paragraph 24 (Military Transfer and Lease Termination). All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term), even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, your notice is void and you must submit a new written notice. If you fail to provide proper notice and vacate, you will be responsible for an additional month's rent. The one month's rent represents the period that the apartment sits vacant and constitutes actual damages for loss of rent.

**47. MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges and liability for future rent under paragraphs 11 (Early Move-Out) and 33 (Default by Resident). You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

**48. CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

**49. MOVE-OUT INSPECTION.** Within 3 business days after the Lease Contract terminates and you vacate the premises or within 3 business days after you surrender and we accept back possession of the apartment - whichever occurs first - we'll inspect your unit and prepare a comprehensive list of damage done during your occupancy (over and above normal wear) and the estimated dollar value of the damage.

Upon your request within 5 business days after the Lease Contract terminates and you vacate the premises or upon your request within 5 business days after you surrender and we accept back possession of the apartment - whichever occurs first - you have the right to inspect the premises and inspect our list of damages and estimated dollar value of the damages.

If you are present with us at the time of the inspection we will both sign the damage list which will become conclusive evidence of the accuracy of the list. If you refuse to sign the list, you must state specifically in writing the items on the list with which you object or dissent. You may note your objections or dissent on the list we prepare, or you may submit a separate list of your objections and dissent to our list.

Within 30 days after obtaining possession of your unit once the Lease Contract terminates and you vacate the premises or within 30 days after you surrender and we accept possession of the premises - whichever occurs first - we will either: 1) return your full security

deposit; or 2) return the remaining portion (if any) of your security deposit less any amounts we deducted for damages exceeding wear and tear, unpaid rent, or other charges or fees you owe us under the Lease Contract. If we do not return your full security deposit we will send you the remaining balance of the deposit (if any) along with a copy of the damage list and estimated value from our inspection.

If you vacate or surrender the premises without notifying us, we will inspect the premises and compile the list of damages and estimated value within a reasonable time after we discover you surrendered the premises or vacated.

If you are present at the move out inspection after vacating and sign the final damage list or if you are present at the move out inspection and do not object or dissent in writing to the items on the list, you are not entitled to recover your security deposit or other damages under OCGA 44-7-35.

If you did not request a copy of the final damage list and you did not inspect the premises after vacating you still will have the right to dispute the damages we assessed against your security deposit.

If you did not request a copy of the final damage list and were not present for our inspection after vacating you still will have the right to dispute the damages we assessed against your security deposit.

**50. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.**

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector or carbon monoxide detectors batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13 (Contractual Lien and Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 28 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke

detectors and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal; attorney's fees, court costs, and filing fees actually paid or incurred with respect to an eviction proceeding, your default, or as otherwise provided by law or in this Lease Contract; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 (Keys) if you fail to return them on or before your actual move-out date; (2) all delinquent and future rent if you have violated paragraph 33 (Default by Resident); and (3) a reletting fee if you have violated paragraph 11 (Early Move-Out).

**51. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.**

**Deposit Return and Forwarding Address.** You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions within the time provided by law to either the forwarding address if notice is provided, or if unknown, to the last known address.

**Surrender.** You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 (Keys) have been turned in where rent is paid—whichever date occurs first.

**Abandonment.** You have abandoned the apartment when all of the following have occurred: (1) everyone appears to have moved out with the intention to give up all rights to occupy or use the apartment in our reasonable judgment; (2) you've been in default for non-payment of rent for 5 consecutive days or water, gas, or electric service for the apartment that we are not responsible for paying for under paragraph 7 (Utilities) has been terminated; and (3) you've not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13 - Contractual Lien and Property Left in Apartment), but do not affect our mitigation obligations (paragraph 33 - Default by Resident).

**Severability, Originals and Attachments, and Signatures**

**52. SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

**53. ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

**54. DISCLOSURE NOTICE.** Name and address of the company or party authorized to manage the apartment community: American Landmark LLC, 4890 West Kennedy Blvd Ste 240, Tampa, FL 33609

Name and address of the company or party authorized to receive notices or lawsuits: American Landmark LLC, 4890 West Kennedy Blvd Ste 240, Tampa, FL 33609

Management's corporate name and license number as required by the rules of the Georgia Real Estate Commission (Ga. R. & Reg. 520-1-.10) are \_\_\_\_\_

(Corporate Name of Licensed Managing Agent) and \_\_\_\_\_

(GREC corporate license number of Managing Agent).

You are legally bound by this document.  
Read it carefully before signing.

Resident or Residents  
(all sign below)

Date Signed

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner or Owner's Representative  
(signing on behalf of owner)

Date Signed

\_\_\_\_\_  
\_\_\_\_\_



ADDITIONAL SPECIAL PROVISIONS



DWELLING UNIT DESCRIPTION. Unit No. [redacted], [redacted] Cavalier Crossing (street address) in Lithonia (city), Georgia, 30038 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: October 10, 2021 Owner's Name: Cavalier at 100 LP

Residents (list all residents): [redacted]

In the event Resident fails to timely establish gas and electric utility/services Owner/ Agent may charge a reasonable administration fee (for each month or part thereof) for billing of the utility/service in an amount not to exceed \$50.00 per occurrence.

Multiple horizontal lines for additional provisions or notes.

Resident(s) (All residents must sign)

Date of Signing Addendum

Horizontal lines for Resident(s) signatures.

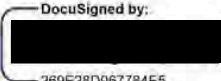
Horizontal lines for Date of Signing Addendum.

Owner or Owner's Representative

Date of Signing Addendum

Horizontal line for Owner or Owner's Representative signature.

Horizontal line for Date of Signing Addendum.



UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated October 10, 2021 between Cavalier at 100 LP

("We" and/or "we" and/or "us") and [redacted]

("You" and/or "you") of Apt. No. [redacted] located at [redacted] Cavalier Crossing

(street address) in Lithonia, GA 30038

and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

- a) Water service to your dwelling will be paid by you either:
b) Sewer service to your dwelling will be paid by you either:
c) Gas service to your dwelling will be paid by you either:
d) Trash service to your dwelling will be paid by you either:
e) Electric service to your dwelling will be paid by you either:
f) Stormwater service to your dwelling will be paid by you either:
g) Cable TV service to your dwelling will be paid by you either:
h) Master Antenna service to your dwelling will be paid by you either:
i) Internet service to your dwelling will be paid by you either:
j) Pest Control service to your dwelling will be paid by you either:

- k) (Other) Valet Trash service to your dwelling will be paid by you either:
  - directly to the utility service provider; or
  - bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ 25.00 per month.
    - 3rd party billing company if applicable \_\_\_\_\_
- l) (Other) \_\_\_\_\_ service to your dwelling will be paid by you either:
  - directly to the utility service provider; or
  - bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
- "2" - Calculation of your total water use based on sub-metering of hot water
- "3" - Calculation of your total water use based on sub-metering of cold water
- "4" - Flat rate per month
- "5" - Allocation based on the number of persons residing in your dwelling unit
- "6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula
- "7" - Allocation based on square footage of your dwelling unit
- "8" - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
- "9" - Allocation based on the number of bedrooms in your dwelling unit
- "10" - Allocation based on a lawful formula not listed here  
(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. Allocation formulas are used when the apartment has no sub-meter. The formula may be based on factors such as, the interior square footage of the apartment, number of bedrooms, number of occupants, number of bathrooms, presence of washing machine, and average water usage for that floor plan. The allocation is an estimate of usage by the resident. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within 16 days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

New Account Fee:	\$ <u>25.00</u> (not to exceed \$ _____)
Monthly Administrative Billing Fee:	\$ <u>0.00</u> (not to exceed \$ _____)
Late Fee:	\$ _____ (not to exceed \$ _____)
Final Bill Fee:	\$ _____ (not to exceed \$ _____)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

- 4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of \$ 0.00.
- 5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
- 6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.
- 7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
- 8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
- 9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.
- 10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.

11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

12. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

**There is a \$50.00 charge plus daily electric fees if electricity is not activated on or before day of Move In.**

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Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Management _____	Date _____



Doctor: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

**11. ANIMAL RULES.** You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: **Litter Box**
- Outside, the animal may urinate or defecate *only* in these designated areas: **Pet Waste Station or Outer Perimeter**
- Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.
- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

**12. ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

**13. VIOLATION OF RULES.** If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must permanently remove the animal from the premises within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.

**14. COMPLAINTS ABOUT ANIMAL.** You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

**15. OUR REMOVAL OF ANIMAL.** In some circumstances, we may enter the dwelling unit and remove the animal with one day's notice left in a conspicuous place. We can do this if, in our sole judgment, you have:

- abandoned the animal;
- left the animal in the dwelling unit for an extended period of time without food or water;
- failed to care for a sick animal;
- violated our animal rules; or
- let the animal defecate or urinate where it's not supposed to.

In doing this, we must follow the procedures of the Lease Contract, and we may board the animal or turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within 5 days after we remove it, it will be considered abandoned.

**16. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.**

You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

**17. MOVE-OUT.** When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

**18. MULTIPLE RESIDENTS.** Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

**19. GENERAL.** You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

**This is a binding legal document. Read it carefully before signing.**

**Resident or Residents**  
(All residents must sign)

**Owner or Owner's Representative**  
(Signs below)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

DocuSigned by: \_\_\_\_\_  
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BED BUG ADDENDUM



Date: October 10, 2021 (when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION.

Unit No. [redacted], [redacted] Cavalier Crossing (street address) in Lithonia (city), Georgia, 30038 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 10, 2021 Owner's name: Cavalier at 100 LP

Residents (list all residents): [redacted]

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (cimex lectularius) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

4. INSPECTION AND INFESTATIONS. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

6. NOTIFICATION. You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

7. COOPERATION. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

8. RESPONSIBILITIES. You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.



## BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

### Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

### Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

### Identifying bed bugs

*Bed bugs can often be found in, around and between:*

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

### Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

### Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.



COMMUNITY POLICIES, RULES AND REGULATIONS
ADDENDUM



This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: Cavalier at 100 LP
Resident(s):
Unit No./Address: Cavalier Crossing, Lithonia, GA 30038
Lease Date: 10/10/2021

I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES. Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease.

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH.

II. POOL. This Community [X] DOES; [ ] DOES NOT have a pool. When using the pool, Resident(s) agrees to the following: Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies. All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries. For their safety, Residents should not swim alone. Pool hours are posted at the pool. No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only. Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool. No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed. Resident(s) must accompany their guests. Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

III. FITNESS CENTER. This Community [X] DOES; [ ] DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following: Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies. The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment. Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous. Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies. Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician. Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center. Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office. Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) 1 (3) (5)
(2) (4) (6)

**IV. PACKAGE RELEASE.** This Community  DOES;  DOES NOT accept packages on behalf of Residents.

**For communities that do accept packages on behalf of its Residents:**

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

**V. BUSINESS CENTER.** This Community  DOES;  DOES NOT have a business center.

Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to 30 minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

**VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only 2 vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a 48 hour notice is placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

**VII. FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of 50 feet from any building. Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- Fireplaces: Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

**VIII. EXTERMINATING.** Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' dwelling and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the dwelling.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

**RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES**

**IX. DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.

**X. WATER BEDS.** Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.

- XI. **BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.
- XII. **SIGNS.** Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.
- XIII. **SATELLITE DISHES/ANTENNAS.** You must complete a satellite addendum and abide by its terms prior to installation or use.
- XIV. **WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.
- XV. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Residents found with an unauthorized pet shall be charged an initial fine of \$300 and \$10 per day thereafter until pet is removed.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I have read, understand and agree to comply with the preceding provisions.

_____	_____	_____	_____
Resident	Date	Resident	Date
_____	_____	_____	_____
Resident	Date	Resident	Date
_____	_____	_____	_____
Resident	Date	Resident	Date
_____	_____	_____	_____
Owner Representative		Date	

CRIME/DRUG FREE HOUSING ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. [redacted] Cavalier Crossing
Lithonia
(city), Georgia, 30038
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 10, 2021
Owner's name: Cavalier at 100 LP

Residents (list all residents):

[redacted]

3. ADDENDUM APPLICABILITY. In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control.

4. CRIME/DRUG FREE HOUSING. Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

- A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:
1. Engaging in any act intended to facilitate any type of criminal activity.
2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of Georgia and/or the Federal Controlled Substances Act.

- 4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)
5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit.
6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.
7. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.
8. Engaging in any activity that constitutes waste, nuisance, or unlawful use.

B. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

5. CRIMINAL CONVICTION NOT REQUIRED. Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.

6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

[Blank lines for special provisions]

Resident or Residents (sign here)

Date of Signing Addendum

[Blank lines for signature]

[Blank lines for date]

Owner or Owner's Representative (signs here)

Date of Signing Addendum

DocuSigned by: [redacted]
A309E3FBDD249B...

DocuSigned by: [redacted]
269E28D967784E5

### LEASE ADDENDUM FOR INTRUSION ALARM



**1. DWELLING UNIT DESCRIPTION.**

Unit No. [redacted] Cavalier  
Crossing  
\_\_\_\_\_  
(street address) in  
Lithonia  
\_\_\_\_\_  
(city), Georgia, 30038 \_\_\_\_\_  
(zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: October 10, 2021  
Owner's name: Cavalier at 100 LP

Residents (list all residents):

[redacted]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. INTRUSION ALARM.** Your dwelling is equipped with an intrusion alarm. It must not be considered a guaranty of safety or security. You should at all times take precautions as if the intrusion alarm were malfunctioning. You acknowledge that the security of you and your family, occupants, and guests are your responsibility alone. Your use of the alarm system is (check one)  required or  optional. You are responsible for all false alarm charges for your dwelling.

**4. PERMIT FROM CITY.** You (check one)  do or  do not have to obtain a city permit for activation and use of the intrusion alarm. If you do, the phone number to call is \_\_\_\_\_, and it is your responsibility to obtain the permit. You also will be responsible for any fines due to excessive false alarms.

**5. FOLLOW INSTRUCTIONS.** You agree to use reasonable care in operating the alarm and to follow the written instructions, rules and procedures furnished to you by us. Instructions  are attached or  will be provided to you when you move in.

**6. ALARM COMPANY.** You (check one)  will or  will not have to make arrangements with an independent alarm company to activate and maintain the alarm system. You (check one)  may choose your own alarm company or  are required to use \_\_\_\_\_ as your alarm company. The alarm system is repaired and maintained by resident

**7. ENTRY BY OWNER.** Upon activation of the alarm system, you must immediately provide us (management) with your security code and any special alarm system instructions for lawful entry into the unit when no one is there, as authorized in your NAA Lease Contract. You must reimburse us for any expenses we incur in entering your dwelling, when those expenses are due to your failure to provide the foregoing information.

**8. REPAIRS OR MALFUNCTIONS.** If the intrusion alarm malfunctions, you agree to (check one)  contact your intrusion alarm company immediately for repair or  contact us immediately for repair. The cost of repair will be paid by (check one)  you or  us.

**9. NO WARRANTY.** We make no guarantees or warranties, express or implied, concerning the alarm system. All guarantees and warranties are expressly disclaimed. Crime can and does occur despite the best security measures. Anything electronic or mechanical in nature will malfunction from time to time. We are absolutely not responsible for malfunction of the alarm.

**10. LIABILITY.** We are not liable to you, your guests or other occupants for any injury, damage or loss resulting from the alarm or any malfunction of the alarm. It is recommended that you purchase insurance to cover casualty loss of your property, including loss by theft.

**11. EMERGENCIES.** Always call 911 or law enforcement authorities or emergency medical services in the event of a crime or emergency. Then contact us. We are not required to answer the alarm, but we do have the right to enter and cut off the alarm to minimize annoyance to neighbors when it malfunctions or is not timely cut off.

**12. ENTIRE AGREEMENT.** We've made no promises or representations regarding the alarm system except those in this addendum.

**13. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

All alarm equipment must be removed at the time of move out.

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

**Resident or Residents**  
(All residents must sign here)

**Owner or Owner's Representative**  
(Signs here)

**Date of Lease Contract**

October 10, 2021

DocuSigned by: [redacted] tment Association, Inc. [redacted]  
A569E3FB0CD2449B... 269E28D967784E5



**INVENTORY AND CONDITION FORM**



**MOVE IN.** Before you take possession of the dwelling, we're providing you with this move-in condition form which is a comprehensive list of any existing damage to the premises. If you sign the move-in list as prepared by us without disputing its accuracy, the accuracy of the list shall be conclusive of the damages and conditions noted. By statute, if you refuse to sign the move-in list as prepared by us or you disagree with or dispute the accuracy of the list, you must either (1) sign and note on this form the item with which you disagree; or (2) refuse to sign our list and give us a signed, written notice of your objections or additions to the list with which you disagree, dissent, or dispute; and then return it to us before taking possession. If you fail to sign the list we prepared (either with or without the items with which you disagree) or you fail to provide us your own signed, written list of the items with which you disagree, you cannot recover your security deposit or any other damages to which you would have otherwise been entitled under OCGA 44-7-35. Unless damages or defects are noted below, the area of the premises is presumed to be in an undamaged, clean, safe, and good working condition. Blank spaces mean there are no damages.

**MOVE OUT.** Within 3 business days after the Lease Contract terminates and you vacate the premises or within 3 business days after you surrender and we accept back possession of the apartment - whichever occurs first - we'll inspect the apartment and provide you a comprehensive list of damage done during your occupancy (over and above normal wear) and the estimated dollar value of the damage. Upon your request within 5 business days after the Lease Contract terminates and you vacate the premises or upon your request within 5 business days after you surrender and we accept back possession of the apartment - whichever occurs first - you have the right to inspect the premises and inspect our list of damage and estimated dollar value of the damage within.

**If You Are Present at the Move-Out Inspection:** If you are present at the move-out inspection and sign the move-out list as prepared by us without disputing its accuracy, then the accuracy of the list shall be conclusive of the damages and conditions noted.

By statute if you are present at the move-out inspection and refuse to sign the move-out list as prepared by us or you disagree with or dispute the accuracy of the list, you must either (1) sign and note on this form the items with which you disagree; (2) refuse to sign our list and give us a signed, written notice of the items (damages or their estimated amount) with which you disagree, dissent, or dispute, and return the list or notice to us.

If you are present at the move-out inspection and fail to sign the list we prepared (either with or without the items with which you disagree) or you fail to provide us your own signed, written list of the items with which you disagree, you cannot recover your security deposit or any other damages to which you would have otherwise been entitled under OCGA 44-7-35.

**If You Are Not Present at the Move-Out Inspection:** If you are not present at the move-out inspection after vacating and do not request a copy of our move-out damage list you may still dispute the damages we assessed.

If you do not inspect the premises after vacating and do not request a copy of our move-out damage list you may still dispute the damages we assessed.

**DWELLING UNIT DESCRIPTION.** Unit No. \_\_\_\_\_, \_\_\_\_\_ **Cavalier Crossing** \_\_\_\_\_ (street address) in  
**Lithonia** \_\_\_\_\_ (city), Georgia, \_\_\_\_\_ **30038** \_\_\_\_\_ (zip code).

**LEASE CONTRACT DESCRIPTION.** Lease Contract date: \_\_\_\_\_ **October 10, 2021** \_\_\_\_\_

Owner's name: **Cavalier at 100 LP** \_\_\_\_\_

Residents (list all residents):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Resident's Name: \_\_\_\_\_  
 Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_  
 Resident's Name: \_\_\_\_\_  
 Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_  
 Resident's Name: \_\_\_\_\_  
 Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_  
 Resident's Name: \_\_\_\_\_  
 Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_  
 Resident's Name: \_\_\_\_\_  
 Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_  
 Resident's Name: \_\_\_\_\_  
 Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

**Move-In** or  **Move-Out Condition** (Check one)

**Living Room**  
 Walls \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, Switches, A/C Vents \_\_\_\_\_  
 Woodwork/Baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light Fixtures, Bulbs \_\_\_\_\_  
 Floor/Carpet \_\_\_\_\_  
 Doors, Stops, Locks \_\_\_\_\_  
 Windows, Latches, Screens \_\_\_\_\_  
 Window Coverings \_\_\_\_\_  
 Closets, Rods, Shelves \_\_\_\_\_  
 Closet Lights, Fixtures \_\_\_\_\_  
 Lamps, Bulbs \_\_\_\_\_  
 Water Stains on Walls or Ceilings \_\_\_\_\_  
 Other \_\_\_\_\_

**Kitchen**  
 Walls \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, Switches, A/C Vents \_\_\_\_\_  
 Woodwork/Baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light Fixtures, Bulbs \_\_\_\_\_  
 Floor/Carpet \_\_\_\_\_  
 Doors, Stops, Locks \_\_\_\_\_  
 Windows, Latches, Screens \_\_\_\_\_  
 Window Coverings \_\_\_\_\_  
 Cabinets, Drawers, Handles \_\_\_\_\_  
 Countertops \_\_\_\_\_  
 Stove/Oven, Trays, Pans, Shelves \_\_\_\_\_  
 Vent Hood \_\_\_\_\_  
 Refrigerator, Trays, Shelves \_\_\_\_\_  
 Refrigerator Light, Crisper \_\_\_\_\_  
 Dishwasher, Dispensers, Racks \_\_\_\_\_

Sink/Disposal \_\_\_\_\_  
Microwave \_\_\_\_\_  
Plumbing Leaks or Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**General Items**

Thermostat \_\_\_\_\_  
Cable TV or Master Antenna \_\_\_\_\_  
A/C Filter \_\_\_\_\_  
Washer/Dryer \_\_\_\_\_  
Garage Door \_\_\_\_\_  
Ceiling Fans \_\_\_\_\_  
Exterior Doors, Screens/Screen Doors, Doorbell \_\_\_\_\_  
Fireplace \_\_\_\_\_  
Other \_\_\_\_\_

**Dining Room**

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Halls**

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Exterior (if applicable)**

Patio/Yard \_\_\_\_\_  
Fences/Gates \_\_\_\_\_  
Faucets \_\_\_\_\_  
Balconies \_\_\_\_\_  
Other \_\_\_\_\_

**Bedroom (describe which one):**

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Bedroom (describe which one):**

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_

Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Bath (describe which one):**

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Exhaust Fan/Heater \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Sink, Faucet, Handles, Stopper \_\_\_\_\_  
Countertops \_\_\_\_\_  
Mirror \_\_\_\_\_  
Cabinets, Drawers, Handles \_\_\_\_\_  
Toilet, Paper Holder \_\_\_\_\_  
Bathtub, Enclosure, Stopper \_\_\_\_\_  
Shower, Doors, Rods \_\_\_\_\_  
Tile \_\_\_\_\_  
Plumbing Leaks or Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Half Bath**

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Exhaust Fan/Heater \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Sink, Faucet, Handles, Stopper \_\_\_\_\_  
Countertops \_\_\_\_\_  
Mirror \_\_\_\_\_  
Cabinets, Drawers, Handles \_\_\_\_\_  
Toilet, Paper Holder \_\_\_\_\_  
Tile \_\_\_\_\_  
Plumbing Leaks or Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Bedroom (describe which one):**

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Bath (describe which one):**

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_

Ceiling \_\_\_\_\_  
 Light Fixtures, Bulbs \_\_\_\_\_  
 Exhaust Fan/Heater \_\_\_\_\_  
 Floor/Carpet \_\_\_\_\_  
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 Doors, Stops, Locks \_\_\_\_\_  
 Windows, Latches, Screens \_\_\_\_\_  
 Window Coverings \_\_\_\_\_  
 Sink, Faucet, Handles, Stopper \_\_\_\_\_  
 Countertops \_\_\_\_\_  
 Mirror \_\_\_\_\_  
 Cabinets, Drawers, Handles \_\_\_\_\_  
 Toilet, Paper Holder \_\_\_\_\_  
 Bathtub, Enclosure, Stopper \_\_\_\_\_  
 Shower, Doors, Rods \_\_\_\_\_  
 Tile \_\_\_\_\_  
 Plumbing Leaks or Water Stains on Walls or Ceilings \_\_\_\_\_  
 \_\_\_\_\_  
 Other \_\_\_\_\_

**Safety-Related Items** (Put "none" if item does not exist)  
 Door Knob Locks \_\_\_\_\_  
 Keyed Deadbolt Locks \_\_\_\_\_  
 Keyless Deadbolts \_\_\_\_\_  
 Keyless Bolting Devices \_\_\_\_\_  
 Sliding Door Latches \_\_\_\_\_  
 Sliding Door Security Bars \_\_\_\_\_  
 Sliding Door Pin Locks \_\_\_\_\_  
 Doorviewers \_\_\_\_\_  
 Window Latches \_\_\_\_\_  
 Porch and Patio Lights \_\_\_\_\_  
 Smoke Detectors (push button to test) \_\_\_\_\_  
 Alarm System \_\_\_\_\_  
 Fire Extinguishers (look at charge level BUT DON'T TEST!) \_\_\_\_\_  
 \_\_\_\_\_  
 Garage Door Opener \_\_\_\_\_  
 Gate Access Card(s) \_\_\_\_\_  
 Other \_\_\_\_\_  
 \_\_\_\_\_

**Date of Move-In:** \_\_\_\_\_  
 or  
**Date of Move-Out:** \_\_\_\_\_

**SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:  
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**Acknowledgment.** You acknowledge that you have inspected and tested all of the safety-related items (if in the dwelling) and that they are working, except as noted above. All items will be assumed to be in good condition unless otherwise noted on this form. You acknowledge receiving written operating instructions on the alarm system and gate access entry systems (if there are any). You acknowledge testing the smoke detector(s) and verify that they are operating correctly. You acknowledge that you and management have inspected the dwelling unit and that no signs of bedbugs or other pests are present. This unit is in a decent, safe and sanitary condition.  
*In signing below, you accept this inventory as part of the Lease Contract and agree that it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out.*

**Resident or Resident's Agent:** \_\_\_\_\_ **Date of Signing** \_\_\_\_\_  
**Owner or Owner's Representative:** \_\_\_\_\_ **Date of Signing** \_\_\_\_\_

LEASE CONTRACT BUY-OUT AGREEMENT



1. DWELLING UNIT DESCRIPTION

Unit No. [redacted] Cavalier Crossing (street address) in Lithonia (city), Georgia, 30038 (zip code).

2. LEASE CONTRACT DESCRIPTION

Lease Contract Date: October 10, 2021
Owner's name: Cavalier at 100 LP

Residents (list all residents): [redacted]

3. The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early—subject to any special provisions in paragraph 9 below. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this Buy-Out Agreement.

4. BUY-OUT PROCEDURES. You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term if all of the following occur:

- (a) you give us written notice of buy-out at least 60 days prior to the new termination date...
(b) you specify the new termination date in the notice...
(c) you are not in default under the Lease Contract...
(d) you are not in default under the Lease Contract...
(e) you move out on or before the new termination date...
(f) you pay us a buy-out fee (consideration) of \$ 1570.00.
(g) you pay us the amount of any concessions you received...
(h) you comply with any special provisions in paragraph 9 below.

5. WHEN PAYABLE. The buy-out fee in paragraph 4(f) is due and payable no later than 60 days after you give us your buy-out notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the

entire lease term is \$ 0.00 and is due payable on the same day as the buy-out fee, subject to any special provisions in paragraph 9 regarding the amount, calculation method, or payment date.

6. SHOWING UNIT TO PROSPECTIVE RESIDENTS. After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your new termination date.

7. COMPLIANCE ESSENTIAL. Our deposit of all amounts due under paragraphs 4(f) and 4(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically; and (1) any amounts you have paid under this agreement will become part of your security deposit, and (2) the lease will continue without buy-out. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.

8. MISCELLANEOUS. If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 4(c) and 4(d) of this agreement means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.

9. SPECIAL PROVISIONS. Your right of buy-out (check one) [ ] is or [X] is not limited to a particular fact situation. If limited, buy-out may be exercised only if the following facts (see below) occur and any described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed agreement. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:

Termination fee Equals to 1 Month Rent. [redacted]

Resident or Residents (All residents must sign)

Owner or Owner's Representative (Signs below)

Date of Lease Contract

October 10, 2021

DocuSigned by: [redacted]

DocuSigned by: [redacted]



### MOLD INFORMATION AND PREVENTION ADDENDUM



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

**1. DWELLING UNIT DESCRIPTION.**

Unit No. [redacted] **Cavalier**  
**Crossing**  
\_\_\_\_\_  
\_\_\_\_\_  
(street address) in  
**Lithonia**  
\_\_\_\_\_  
(city), Georgia, **30038** (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: **October 10, 2021**  
Owner's name: **Cavalier at 100 LP**

Residents (list all residents):

[redacted]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. ABOUT MOLD.** Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

**4. PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or

cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

**5. IN ORDER TO AVOID MOLD GROWTH,** it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

**6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES** (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be

used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

**7. DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action.

**8. COMPLIANCE.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

**If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.**

**9. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**Resident or Residents**  
*(All residents must sign here)*

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**Owner or Owner's Representative**  
*(Signs here)*

\_\_\_\_\_

**Date of Lease Contract**

**October 10, 2021**

\_\_\_\_\_



NO-SMOKING ADDENDUM

Date: October 10, 2021
(when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. DWELLING UNIT DESCRIPTION.

Unit No. [redacted] Cavalier Crossing
Lithonia
30038

Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents inside any dwelling or building is also prohibited by this Addendum and other provisions of the Lease Contract.

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 10, 2021
Owner's name: Cavalier at 100 LP

5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY.

Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least [redacted] feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Residents (list all residents):

[redacted]

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling [X] is [ ] is not permitted.

The following outside areas of the community may be used for smoking: None

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

3. DEFINITION OF SMOKING. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.

You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free apartment community.

4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED.

All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS.

You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds.

8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM.

We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

**9. EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING.**

Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

**10. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS.**

You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

**11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT.**

Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your dwelling or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

**12. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**Resident or Residents**  
*(All residents must sign here)*

**Owner or Owner's Representative**  
*(Signs here)*

\_\_\_\_\_  
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\_\_\_\_\_



PACKAGE ACCEPTANCE ADDENDUM

1. DWELLING UNIT DESCRIPTION.

Unit No. [redacted], [redacted] Cavalier Crossing (street address) in Lithonia (city), Georgia, 30038 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 10, 2021
Owner's name: Cavalier at 100 LP

Residents (list all residents):

[redacted]

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract.

3. PURPOSE OF ADDENDUM. By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

4. PACKAGE ACCEPTANCE.

A. Generally. You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual.

B. Limitations. You understand and agree that we may refuse to accept any package for any reason or no reason at all.

5. TIME LIMITATION. Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than 3 days after receipt.

Resident or Residents (All residents must sign)

[Redacted signature lines]

6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER. As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours.

7. SEVERABILITY. If any provision of this Addendum or the Lease Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Management does not accept packages in the office. All package must be left in the Amazon Hub or at the front door of the unit. Management is not responsible for loss or stolen packages.

[Redacted signature lines for special provisions]

Owner or Owner's Representative (Signs below)

Date of Signing Addendum

DocuSigned by: [redacted] rtment Association, Inc. [redacted]

269E28D967784E5



RESIDENT PARKING ADDENDUM



Date: October 10, 2021 (when this Addendum is filled out)

1. DWELLING UNIT DESCRIPTION.

Unit No. [redacted] Cavalier Crossing Lithonia 30038 (street address) in (city), Georgia, (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 10, 2021 Owner's name: Cavalier at 100 LP

Residents (list all residents):

[redacted]

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract.

The term of this Parking Addendum is as follows: Begins on November 15th, 2021 and ending on December 14th, 2022.

RESIDENT AND OWNER AGREE AS FOLLOWS:

- 3. You agree to properly register all vehicles with management.
4. If you are provided with a parking tag or sticker it must be properly installed and displayed.
5. Unless your vehicle(s) has been assigned a specific space(s) you may park in any available space(s) in the parking areas...
6. If you are assigned a specific parking space(s) we shall assign you the space(s) and retain the right to change assigned space(s) at our sole discretion.
7. You understand and accept that we have the right at any time, without notice, to tow unauthorized or non-registered vehicles from any parking space on the property.
8. You agree to use parking spaces in accord with the terms of the Lease and Community Rules.
9. Any vehicles which are improperly parked or are in violation of this addendum, the terms of the Lease or Community Rules will be towed at your expense.

- 10. You understand that we will not be held liable for any damage or theft that may occur while your vehicle(s) is parked on any part of the property.
11. Any action by you, any occupant, guest, or visitor that violates this addendum shall constitute a violation of the Lease Contract.
12. You understand and agree that any judgment of possession entered against you shall be a judgment for possession of any parking spaces which you are entitled to under this addendum.

COST FOR PARKING

Resident agrees to pay a onetime fee of \$ per vehicle on or before the day of. In alternative resident agrees to pay \$ monthly per vehicle due on or before the day of the month.

Resident understands and accepts that all-parking rights and privileges will immediately be revoked in the case that Resident is days delinquent in paying the required parking fee.

Resident agrees to pay \$ NSF fee for all checks returned for non-sufficient funds.

VEHICLE INFORMATION:

Vehicle 1 Make: [redacted] Model & Year: [redacted] State: License Plate: Permit Number: Phone Number: Parking Space:

Vehicle 2 Make: Model & Year: State: License Plate: Permit Number: Phone Number: Parking Space:

Vehicle 3 Make: Model & Year: State: License Plate: Permit Number: Phone Number: Parking Space:



LEASE ADDENDUM FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE



1. DWELLING UNIT DESCRIPTION.

Unit No. [redacted], [redacted] Cavalier Crossing (street address) in Lithonia (city), Georgia, 30038 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 10, 2021 Owner's name: Cavalier at 100 LP

Residents (list all residents):

[redacted]

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. REMOTE CONTROL/CARDS/CODE FOR GATE ACCESS.

- Remote control for gate access. Each person who is listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or other occupants will require a \$ 75.00 non-refundable fee.
Cards for gate access. Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or other occupants will require a \$ 25.00 non-refundable fee.
Code for gate access. Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

4. DAMAGED, LOST OR UNRETURNED REMOTE CONTROLS, CARDS OR CODE CHANGES.

- If a remote control is lost, stolen or damaged, a \$ 75.00 fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ deduction from the security deposit.
If a card is lost, stolen or damaged, a \$ 25.00 fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ deduction from the security deposit.
We may change the code(s) at any time and notify you accordingly.

5. REPORT DAMAGE OR MALFUNCTIONS. Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

6. FOLLOW WRITTEN INSTRUCTIONS. We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

7. PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE. Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

8. RULES IN USING VEHICLE GATES.

- Always approach entry and exit gates with caution and at a very slow rate of speed.
Never stop your car where the gate can hit your vehicle as the gate opens or closes.
Never follow another vehicle into an open gate. Always use your card to gain entry.
Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
Never force the gate open with your car.
Never get out of your vehicle while the gates are opening or closing.
If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
If you lose your card, please contact the management office immediately.
Do not give your card or code to anyone else.
Do not tamper with gate or allow your occupants to tamper or play with gates.



LEASE CONTRACT ADDENDUM FOR SATELLITE DISH OR ANTENNA



Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased dwelling, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. DWELLING UNIT DESCRIPTION.

Unit No. [redacted], [redacted] Cavalier Crossing [redacted] (street address) in Lithonia (city), Georgia, 30038 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 10, 2021
Owner's name: Cavalier at 100 LP

Residents (list all residents):

[redacted]

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. NUMBER AND SIZE. You may install 0 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

4. LOCATION. Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

5. SAFETY AND NON-INTERFERENCE. Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

6. SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF DWELLING.

You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

7. SAFETY IN INSTALLATION. In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

8. MAINTENANCE. You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

9. REMOVAL AND DAMAGES. You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the NAA Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

10. LIABILITY INSURANCE. You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$ 0.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.

11. SECURITY DEPOSIT. An additional security deposit of \$ 0.00 will be charged. We (check one) [X] will consider or [ ] will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract (check one) [ ] does or [X] does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.

**12. WHEN YOU MAY BEGIN INSTALLATION.** You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 11; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.

**13. MISCELLANEOUS.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

**14. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

A satellite dish may not be permanently affixed anywhere on the property, either inside or outside of your dwelling unit or in any common area.

\_\_\_\_\_  
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**Resident or Residents**  
*(All residents must sign here)*

**Owner or Owner's Representative**  
*(Signs here)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Date of Lease Contract**  
October 10, 2021

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT  
FOR USE OF COMMON AREA AMENITIES

In consideration for receiving permission by Dekalb County, GA (hereinafter "County and State") to BE ON PREMISES at the Property Pool, Tennis Courts, Clubhouse, Playground, Walking Path, and any other common areas (hereinafter the "Activity or Activities"),

I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand that notwithstanding the execution of this document that the Association of my property has monitored, and shall continue to monitor and provide updates on the guidelines for use of common areas and amenities as issued by local and Federal agencies and authorities and that I shall abide by those guidelines as shall be implemented from time to time as may be required. I also understand that it remains my responsibility to be responsive for myself, as well as my children, if any, as to all guidelines and requirements for social distancing and including, but not limited to, the wearing of masks as may be required.
2. I further understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the acknowledge and understand that that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates.
3. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in the Activities.
4. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity contract) the Association, its officers, directors, agents, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my being on the premises and participating in the Activities.
5. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
6. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of GA.

I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal dated, 10/10/2021.

SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

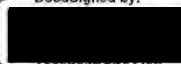
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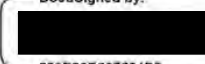
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**PANDEMIC, ENDEMIC, HEALTH EMERGENCY AND COVID-19 ADDENDUM**

*Becomes part of Lease Contract*

**DWELLING UNIT DESCRIPTION**

Unit No. [REDACTED] at [REDACTED] Cavalier Crossing (street address) in Lithonia (city), GA (state)

**LEASE CONTRACT DESCRIPTION**

Lease Contract Date: 11/15/2021

Owners Name: American Landmark Management LLC

Residents (list all residents): [REDACTED]

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**General Pandemic, Endemic and Health Emergency Issues During Lease Term**

During the lease term and any renewal thereof, Resident hereby agrees that in the event of a pandemic, endemic or other health emergency, such as COVID-19, to the extent applicable to the city, county or state where the apartment building is located, Resident shall:

- Comply with and observe all guidelines, protocols, laws, statutes, codes, acts, ordinances, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, orders, directions and requirements issued or proffered by Owner, the Center for Disease Control, the World Health Organization, any applicable department of health and/or any other federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of the foregoing, including any quasi-governmental and/or regulatory body, agency and/or authority (collectively "Health Guidelines"). Such Health Guidelines may include, without limitation, social distancing, self-quarantining after knowingly being exposed to the virus, disease or other illness and/or self-quarantining when exhibiting symptoms of the virus, disease or other illness; and
- Promptly inform Owner or its property manager if Resident, to his/her knowledge, (i) has been exposed to someone who has been confirmed to have the virus, disease or other illness in question; (ii) is experiencing any symptoms of the virus, disease or other illness in question; and/or (iii) has tested positive for, or otherwise been diagnosed with, the virus, disease or other illness in question.

**COVID-19 Issues Prior to Move-In**

Resident acknowledges that, as part of Resident's rental application, Resident certified as follows:

**"AS OF THE DATE SET FORTH BELOW MY SIGNATURE, I HEREBY CERTIFY THAT, TO MY KNOWLEDGE, WITHIN THE PAST FOURTEEN (14) DAYS, I (I) HAVE NOT BEEN EXPOSED TO SOMEONE WHO HAS BEEN CONFIRMED TO HAVE COVID-19; (II) AM NOT EXPERIENCING ANY SYMPTOMS OF COVID-19; (III) HAVE NOT TESTED POSITIVE FOR COVID-**

**19; AND (IV) HAVE BEEN COMPLYING WITH ALL APPLICABLE SHELTER-IN-PLACE/STAY-AT-HOME ORDERS OR OTHER LAWS, ORDINANCES OR ORDERS RELATING TO COVID-19 AND OTHERWISE ABIDING BY CDC GUIDELINES.”**

Resident hereby expressly acknowledges and agrees that, on the date that Resident is scheduled to move into the apartment (the “**Scheduled Move-In Date**”), Resident must re-certify as follows as of the Scheduled Move-In Date:

**I HEREBY CERTIFY THAT, TO MY KNOWLEDGE, WITHIN THE PAST FOURTEEN (14) DAYS, I (I) HAVE NOT BEEN EXPOSED TO SOMEONE WHO HAS BEEN CONFIRMED TO HAVE COVID-19; (II) AM NOT EXPERIENCING ANY SYMPTOMS OF COVID-19; (III) HAVE NOT TESTED POSITIVE FOR COVID-19; AND (IV) HAVE BEEN COMPLYING WITH ALL APPLICABLE SHELTER-IN-PLACE/STAY-AT-HOME ORDERS OR OTHER LAWS, ORDINANCES OR ORDERS RELATING TO COVID-19 AND OTHERWISE ABIDING BY CDC GUIDELINES.**

If Resident cannot, or refuses to, make such certification as of the Scheduled Move-In Date, then:

- (a) Owner shall have the right to require Resident to reschedule the Scheduled Move-In Date until such date as Resident can, or is willing to, make the above certification. Resident shall be entitled to an abatement of rent on a daily basis during the period between the Scheduled Move-In Date and the actual move-in date. If Resident does not make such certification within fourteen (14) days after the Scheduled Move-In Date, then Owner shall have the right to terminate the Lease Contract upon written notice to Resident, in which event Owner shall refund to Resident only any deposit(s) and any rent paid under the Lease Contract.
- (b) Resident shall have the right to terminate the Lease Contract upon written notice to Owner, in which event Owner shall refund to Resident only any deposit(s) and any rent paid under the Lease Contract.

If Resident’s certification and/or re-certification is not true, correct and complete in all respects, then Resident shall be deemed to be in default under the Lease Contract, and Owner may pursue all rights and remedies thereunder, including, without limitation, the right to pursue an eviction.

Resident(s)

DocuSigned by:  
  
A589E3FBCD2449E...

Date: 10/15/2021

Owner/Agent:

DocuSigned by:  
  
269E28D967784E5...

Date: 10/15/2021

\_\_\_\_\_  
Date: \_\_\_\_\_

### Valet Trash Service Addendum

Valet trash service will be provided for each resident **Sunday - Thursday**. **Valet Trash service will be provided at the monthly cost of 25.00**. A stationary container (Waste Station) will be provided to each resident in the breezeway area and must be used in conjunction with the valet service. **Bagged trash should be placed inside the Waste Station only between the hours of 6:00pm - 9:00am**. Service will begin at **8:00pm**. All trash must be in bags and securely tied. Only bagged trash placed inside the waste station will be collected. No loose trash will be collected. All boxes must be broken down and flattened. The Waste Stations are the property of **Tide Valet**. It is the responsibility of each resident to keep his or her Waste Station clean. There will be a **25.00** charge to the resident if an additional or replacement Waste Station is needed or if you take the Waste Station with you when you move out.

If any resident has trash that does not fit in the Waste Station or misses service on any of the designated nights, it is their responsibility to bring trash to the designated compactor or dumpster area or keep the trash inside his or her apartment until the next collection evening. **Trash may NOT be left out for any reason during non-designated times**. If not complied with, resident will receive a warning. If after the first warning the resident is again in violation, his or her Waste Station will be removed and/or a fine of **25.00** per bag will be issued. Waste Stations may be returned after a return fee is paid and with the resident's thorough understanding of the procedures for the service. If this problem continues beyond that, valet service for that resident will be terminated and disposing of trash will become the resident's responsibility.

We hope everyone will follow the rules to enjoy this amenity. By not following the rules for our community, you are in violation of your lease agreement and this will be handled accordingly.

We ask that everyone do his or her part in keeping our property clean and beautiful.

By signing this addendum you are stating that you are fully aware of the rules for the valet trash service and the penalties that may be incurred.

DocuSigned by:  
[Redacted Signature] 10/15/2021  
Resident Signature Date

[Redacted Signature] Apt #.  
DocuSigned by:  
[Redacted Signature] 10/15/2021  
Property Representative Date

Resident Signature Date

Resident Signature Date

Resident Signature Date



### ELECTRIC TURNOVER VERIFICATION

It is required that within 48 hours prior to your move in date, the electric service with \_\_\_\_\_ be placed in your name. We will need to know the account number for our files.

**Please write your new account information below, which is confirmation that all required deposits have been made to the utility vendor. Return this form to us on your move in day.**

I verify that I, \_\_\_\_\_ will be occupying apartment # \_\_\_\_\_ on 11/15/2021 and that electric service will be in my name as of my move in date.

**THE ACCOUNT NUMBER IS: #0**

**THE SCHEDULED DATE IS:**

**NOTE:**

**Electric must remain in your name through the agreed upon move out date between the resident and management and may only be placed back in managements name the day after. Failure to leave electric service in your name will result in the bill being charged back to you as well as a \$50.00 utility penalty fee.**

**YOU WILL NOT RECEIVE YOUR KEYS AT MOVE IN WITHOUT PROVIDING YOUR ACCOUNT NUMBER AND CONFIRMATION THAT THE ELECTRIC AT THE UNIT LISTED ABOVE IS IN YOUR NAME.**

DocuSigned by:  
\_\_\_\_\_  
269E34C0A9784E5  
Resident Signature                      10/15/2021  
Date

DocuSigned by:  
\_\_\_\_\_  
269E34C0A9784E5  
Agent for Owner Signature                      10/15/2021  
Date

\_\_\_\_\_  
Resident Signature                      Date

\_\_\_\_\_  
Resident Signature                      Date

\_\_\_\_\_  
Resident Signature                      Date



### Concierge Services Summary

- **Package Access System**

When available, a 24/7 delivery and access system fee will be included in your rent. The rent will be increased by **\$5.00 per month** effective immediately upon availability of the system, and becomes part of your new monthly rent payment. See addendum for applicable rules and regulations, incorporated herein and in your lease document by reference.

- **Resident Protection Insurance**

You are required to maintain at all times renter's insurance for your protection and ours. If for any reason your policy cancels and/or expires, you understand that your account will be billed **\$75.00** for a violation fee.

- **Concierge Trash Service**

Your community provides a concierge trash removal service at an additional cost of **\$25.00 per month**, which is added to and incorporated in your monthly rental payment. See addendum for applicable rules and regulations, incorporated herein and in your lease document by reference.

- **Technology Package**

When available, you will be required to obtain enhanced WiFi/Cable services from the master provider at a monthly cost of **\$99.00**, which is added to and incorporated in your monthly rental payment. You are also allowed by law to obtain additional service of your choice, through the master provider and at your own expense.

DocuSigned by:  
[Redacted Signature] \_\_\_\_\_ 10/15/2021  
Resident Signature Date

DocuSigned by:  
[Redacted Signature] \_\_\_\_\_ 10/15/2021  
Agent for Owner Signature Date

\_\_\_\_\_  
Resident Signature Date

\_\_\_\_\_  
Resident Signature Date

\_\_\_\_\_  
Resident Signature Date

**INSURANCE ADDENDUM**  
**(Liability Insurance Required)**

This Addendum ("Addendum") is dated and effective as of the date on the Apartment Lease Contract ("Lease") to which this addendum is attached and made a part of the Lease. As in the Lease, the resident(s) is/are referred to as "you" and the landlord is referred to as "us" or "we".

**Renter's Insurance:** You covenant and agree to purchase liability insurance a/k/a Renters Insurance (HO-4) on or before the commencement date of the Lease from an insurance carrier admitted in the state of GA. Your Liability insurance shall insure you and your guest(s), invitee(s), agent(s), and or any other person at the apartment community associated with you, on an occurrence basis as opposed to a claim made basis, against any liability occasioned by acts on or about the premises and/or any appurtenances to the premises. Such policy shall be written by an acceptable carrier with personal liability coverage limit of **\$300,000.00**. You will provide us with evidence on or before signing the Lease that the policy is sufficient, paid for and active. Furthermore, this Liability insurance policy shall name us as an additional insured and provide that we must be notified in writing not later than thirty (30) days in advance of cancellation of and/or modification(s) to the policy. You shall be responsible for renewing the liability policy not less than thirty (30) days prior to the expiration date of the policy, and must furnish the certificate and receipted invoice of payment to us. Failure by you to keep this policy current and active during the term of the Lease and any extension or renewal thereof shall be considered a material breach of the Lease and thus grounds for termination of the Lease. Termination of the Lease shall in no way relieve you of any outstanding liabilities and obligations owed to us and such liabilities and obligations shall survive any termination of the Lease under these recited conditions and/or otherwise.

You agree to pay **\$75.00** per month as a violation fee, in additional to all other charges under the Lease in the event your renter's insurance policy is cancelled at any time(s) during lease term.

This charge does not protect you and/or any occupant(s) and/or guest(s) and/or invitee(s) against personal loss or damage to your or their personal property and/or belongings. Only a separate renters' insurance policy binder purchased by you may do this. You acknowledge that insurance maintained by Lessor does not protect against loss or damage to your personal property or belongings, and does not cover your liability to us for loss or damage to the dwelling unit or otherwise at and around the apartment community caused by your actions and/or the actions of any of your occupant(s) and/or any guest(s) and/or invitee(s) and/or occupant(s) of your apartment and/or otherwise. You also acknowledge that you shall be liable to others, including, if applicable, us, for loss or damage caused by the negligent and/or intentional actions of you and/or your occupant(s) and/or guest(s) and/or invitee(s).

This Addendum is an integral and material part of the Lease. This Addendum may not be altered or amended in any way except in a writing signed by both you and us. By signing this Addendum, you acknowledge that you have read this Addendum fully and agree to all terms and provisions set forth herein.

The terms and provisions of this Addendum shall supersede anything to the contrary in the Lease and/or any other addendum to the Lease.

The terms and provisions of this Addendum shall not be construed more strongly against you or us regardless of who is more responsible for its preparation.

Nothing contained herein is intended nor shall it be construed to limit the liability of you, your occupant(s), guest(s) and/or invitee(s) to us, or otherwise limit our remedies against you and/or your occupant(s), guest(s), and/or invitee(s) for any breach of the Lease. Accordingly, you shall be responsible for all damage sustained by us, our agent(s), including, without limitation Robbins employee(s) and representative(s) and/or any others associated with us, caused by the negligent and/or intentional actions of you and/or your occupant(s) and/or guest(s) and/or invitee(s) and/or by any breach of the Lease.

Resident or Residents (all sign below)

DocuSigned by:  
[Redacted Signature]

A569E3FBED2449B

DocuSigned by:

[Redacted Signature]

269E28D967784E5

Owners(s) Representative (signing on behalf of owner(s))

## PACKAGE ACCEPTANCE ADDENDUM

This Addendum ("Addendum") is dated and effective as of the date on the Apartment Lease Contract ("Lease") to which this addendum is attached and made a part of the Lease. As in the Lease the resident(s) is/are referred to as "you" and the landlord is referred to as "us" or "we".

For this system, you accept a monthly charge of 5.00 /month

You acknowledge that: Please initial the following:

- A secure package locker system is available on site. This system will accept packages on your behalf and send you notification of receipt. This system accepts packages from most carriers except USPS (United States Postal Service). We do not accept packages at the office.
- We do not sign for package deliveries. If a package delivery requires a signature, it is up to you to coordinate delivery with the carrier.
- Packages will be stored in the locker for up to 48 hours. You must retrieve package(s) from the locker within 48 hours (2 days) to avoid being charged a N/A daily fee. If any package is not retrieved in the designated time, you hereby grant us the right to return the package to the sender at your sole expense and charge as well as charge the daily fee to your account. Large or bulky packages will not be accepted. You will need to coordinate delivery or pickup of such package(s) with the carrier. We accept no liability for damage of packages or goods contained in the packages. We do not accept COD (Cash on Delivery) packages, parcels, or envelopes of any type.
- You hereby acknowledge and agree that we have no responsibility to notify you of the receipt by us of any package(s). It is your sole responsibility to instruct the delivering entity to notify you of any delivery. You assume all risks associated with authorizing us to accept packages on your behalf and agree that we are not responsible in any way whatsoever for any lost, misplaced, stolen and/or damaged package(s) and/or other items so delivered to us.
- In accordance with the foregoing, you hereby agree to indemnify, defend, and hold harmless us, our principal(s), agent(s) (including, without limitation, **Cavalier at 100** our joint and respective representatives, employees, directors, officers, members, partners and all associated with us from any and all damages and liability, including, without limitation, attorney fees, that may result from us accepting delivery of any package(s) on your behalf. Carriers must always attempt to deliver packages to your apartment as the office will not accept or sign for your packages.
- We do not accept liability or responsibility for any package(s), even if the carrier shows a delivery signature. If a package is lost or not delivered, it is your responsibility to work with the carrier to resolve the delivery issue. You assume all risk of loss with regard to the delivery of any package(s) to the community.

By signing below you acknowledge that you have read the foregoing and fully understand that we have shall have no liability associated in any way whatsoever with the convenience we offer you herein.

Resident or Residents (all sign below)

DocuSigned by:   
 Resident Signature \_\_\_\_\_ 10/15/2021  
 Date

DocuSigned by:   
 Agent for Owner Signature \_\_\_\_\_ 10/15/2021  
 Date

Resident Signature \_\_\_\_\_  
 Date

Resident Signature \_\_\_\_\_  
 Date

Resident Signature \_\_\_\_\_  
 Date

**CREDIT REPORTING ADDENDUM:**

**DISCLOSURE OF RESIDENT'S FINANCIAL RESPONSIBILITY RENTPLUS CHARGES**

Upon execution of this addendum, Resident shall be enrolled in RentPlus, a credit reporting and financial tool that reports the timeliness and completeness of Resident's rent and other payments due under the Rental Agreement and this addendum. After a 30-day trial period of RentPlus services Resident will be charged a financial services fee of \$8.95 per month. In the event that there are multiple signers of this addendum, each signer will be separately enrolled in RentPlus for a combined fee of \$14.95 per month. Resident may opt out of RentPlus at any time, for any or no reason, by logging in at [my.rentplus.com/login](http://my.rentplus.com/login) and clicking on Account Settings, or by sending written notice of termination to RentPlus at RentPlus, 91 East 700 South, Logan UT 84332 – Attn: RentPlus Service Change. Resident's enrollment in RentPlus shall be subject to the terms and conditions of use that can be found at [www.rentplus.com/terms-of-use.html](http://www.rentplus.com/terms-of-use.html). The RentPlus services and fees may be altered, changed, terminated or otherwise modified by Rent Plus with thirty (30) days' advance notice to Resident. Resident(s) hereby acknowledge that Owner will provide the above described payment information to RentPlus and that Resident(s) will be enrolled in RentPlus.

Resident(s)' Signature \_\_\_\_\_  
\_\_\_\_\_

Community Staff Signature \_\_\_\_\_

DocuSigned by:  
[Redacted]

DocuSigned by:  
[Redacted]

**Addendum for Technology Package**

This Addendum ("Addendum") is dated and effective as of the date on the Apartment Lease Contract ("Lease") to which this addendum is attached and made a part of the Lease. As in the Lease, the resident(s) is/are referred to as "you" and the landlord is referred to as "us" or "we".

In order to facilitate immediate and continuous internet access and related services, your apartment is pre-equipped with a technology amenity package (hereinafter collectively referred to as "services"). The services commence immediately upon you taking occupancy of your apartment, without any need for any additional paperwork or other inconvenience to you. The charge for the technology package is **\$99.00** per calendar month, payable to us in advance on the first day of each calendar month during the term of the Lease and any extension thereof. This charge is in addition to base rent and other amounts payable by you to us as set forth in the Lease and/or any other addendum to the Lease. Where applicable by law, this charge is hereby deemed additional rent for purpose of the Lease.

You may not alter and/or remove from the apartment any of the equipment and/or related paraphernalia associated with the services. You are responsible to us for damage to, loss of, or the non-return of any such equipment and/or related paraphernalia.

We may change the television programming availability and Internet speed at any time provided that such change is made for all residents at the apartment community.

You acknowledge that we may, upon thirty (30) days written notice to you, terminate any or all of the services and adjust the additional rental we charge you for the services accordingly. Should our monthly costs for any of these services increase during the Lease term, you agree that we may, upon thirty (30) days written notice to you, increase the amount that you are required to pay to us for the services.

You understand that we may disconnect this service for non-payment of the service and/or the rent. In the event we disconnect the service, a reconnection fee of **\$50.00** will be assessed.

This Addendum is an integral and material part of the Lease. This Addendum may not be altered or amended in any way except in a writing signed by both you and us. By signing this Addendum, you acknowledge that you have read this Addendum fully and agree to all terms and provisions set forth herein.

The terms and provisions of this Addendum shall supersede anything to the contrary in the Lease and/or any addendum to the Lease.

The terms and provisions of this Addendum shall not be construed more strongly against you or us regardless of who is more responsible for its preparation.

Resident or Residents (all sign below)

Owners(s) Representative (signing on behalf of owner(s))

10/15/2021

DocuSigned by:  
[Redacted Signature]  
Resident Signature

DocuSigned by:  
[Redacted Signature]  
Agent for Owner Signature

Date

Resident Signature

Resident Signature

Resident Signature

**Cavalier at 100**

**Resident ledger - as of Property date: 03/16/2022**

Unit	Date	Period	Ctr#	Code	Description	Doc#	*	Charges	Credits	Balance
02206	03/04/2022			LATEFEE	March late fees			\$150.00		\$10171.11
02206	03/01/2022	032022		RENTINS	Renters Insurance Charges			\$75.00		\$10021.11
02206	03/01/2022	032022		RENT	Rent			\$1570.00		\$9946.11
02206	03/01/2022	032022		PESTCTRL	Pest Control			\$10.00		\$8376.11
02206	03/01/2022	032022		VALET	Valet Trash			\$25.00		\$8366.11
02206	03/01/2022	032022		WATER/SEWER	Water/Sewer Charge			\$70.00		\$8341.11
02206	03/01/2022	032022		CABLE	Technology Package Charges			\$99.00		\$8271.11
02206	03/01/2022	032022		TRASH	Trash Removal			\$10.00		\$8172.11
02206	03/01/2022	032022		PACKAGE	Package Locker Fee			\$5.00		\$8162.11
02206	02/28/2022	032022		CREDITRPT	RentPlus Credit Reporting - 01/01/22-01/31/22	4044502282202022124		\$8.95		\$8157.11
02206	02/04/2022			LATEFEE	February late fees			\$150.00		\$8148.16
02206	02/01/2022	022022		RENTINS	Renters Insurance Charges			\$75.00		\$7998.16
02206	02/01/2022	022022		RENT	Rent			\$1570.00		\$7923.16
02206	02/01/2022	022022		PESTCTRL	Pest Control			\$10.00		\$6353.16
02206	02/01/2022	022022		VALET	Valet Trash			\$25.00		\$6343.16
02206	02/01/2022	022022		WATER/SEWER	Water/Sewer Charge			\$70.00		\$6318.16
02206	02/01/2022	022022		CABLE	Technology Package Charges			\$99.00		\$6248.16
02206	02/01/2022	022022		TRASH	Trash Removal			\$10.00		\$6149.16
02206	02/01/2022	022022		PACKAGE	Package Locker Fee			\$5.00		\$6139.16
02206	01/28/2022	022022		CREDITRPT	RentPlus Credit Reporting - 12/01/21-12/31/21	4044501282202084124		\$8.95		\$6134.16
02206	01/04/2022			LATEFEE	January late fees			\$150.00		\$6125.21
02206	01/01/2022	012022		RENTINS	Renters Insurance Charges			\$75.00		\$5975.21
02206	01/01/2022	012022		RENT	Rent			\$1570.00		\$5900.21
02206	01/01/2022	012022		PESTCTRL	Pest Control			\$10.00		\$4330.21
02206	01/01/2022	012022		VALET	Valet Trash			\$25.00		\$4320.21
02206	01/01/2022	012022		WATER/SEWER	Water/Sewer Charge			\$70.00		\$4295.21
02206	01/01/2022	012022		CABLE	Technology Package Charges			\$99.00		\$4225.21
02206	01/01/2022	012022		TRASH	Trash Removal			\$10.00		\$4126.21
02206	01/01/2022	012022		PACKAGE	Package Locker Fee			\$5.00		\$4116.21
02206	12/28/2021	012022		CREDITRPT	RentPlus Credit Reporting - 11/01/21-11/30/21	4044512282102084322		\$8.95		\$4111.21
02206	12/04/2021			LATEFEE	December late fees			\$150.00		\$4102.26
02206	12/01/2021	122021		RENTINS	Renters Insurance Charges			\$75.00		\$3952.26
02206	12/01/2021	122021		RENT	Rent			\$1570.00		\$3877.26
02206	12/01/2021	122021		PESTCTRL	Pest Control			\$10.00		\$2307.26
02206	12/01/2021	122021		VALET	Valet Trash			\$25.00		\$2297.26
02206	12/01/2021	122021		WATER/SEWER	Water/Sewer Charge			\$70.00		\$2272.26
02206	12/01/2021	122021		CABLE	Technology Package Charges			\$99.00		\$2202.26
02206	12/01/2021	122021		TRASH	Trash Removal			\$10.00		\$2103.26
02206	12/01/2021	122021		PACKAGE	Package Locker Fee			\$5.00		\$2093.26
02206	11/24/2021	122021		ATTRNY	Attorney Or Legal Charges - [REDACTED]			\$300.00		\$2088.26
02206	11/15/2021	112021		RENT	Rent			\$837.33		\$1788.26
02206	11/15/2021	112021		PESTCTRL	Pest Control			\$5.33		\$950.93
02206	11/15/2021	112021		TRASH	Trash Removal			\$5.33		\$945.60
									<b>Balance</b>	<b>\$10,171.11</b>

Unit	Date	Period	Ctrl#	Code	Description	Doc#	*	Charges	Credits	Balance
02206	11/15/2021	112021		VALET	Valet Trash			\$13.33		\$940.27
02206	11/15/2021	112021		WATER/SEWER	Water/Sewer Charge			\$37.33		\$926.94
02206	11/15/2021	112021		CABLE	Technology Package Charges			\$52.80		\$889.61
02206	11/15/2021	112021		PACKAGE	Package Locker Fee			\$2.67		\$836.81
02206	11/04/2021			LATEFEE	November late fees			\$150.00		\$834.14
02206	11/01/2021	112021		RENT	Rent			\$637.00		\$684.14
02206	11/01/2021	112021		PESTCTRL	Pest Control			\$3.27		\$47.14
02206	11/01/2021	112021		WATER/SEWER	Water/Sewer Charge			\$26.60		\$43.87
02206	11/01/2021	112021		VALET	Valet Trash			\$11.67		\$17.27
02206	11/01/2021	112021		TRASH	Trash Removal			\$3.27		\$5.60
02206	11/01/2021	112021		PACKAGE	Package Locker Fee			\$2.33		\$2.33
02206	10/10/2021	102021	445	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	S1F0QZ1NLA2			\$1616.00	\$0.00
02206	10/04/2021			LATEFEE	October late fees			\$150.00		\$1616.00
02206	10/01/2021	102021		RENT	Rent			\$1365.00		\$1466.00
02206	10/01/2021	102021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	10/01/2021	102021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	10/01/2021	102021		VALET	Valet Trash			\$25.00		\$37.00
02206	10/01/2021	102021		TRASH	Trash Removal			\$7.00		\$12.00
02206	10/01/2021	102021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	09/03/2021	092021	418	PMTOPACH	WelcomeHome ACH payment -- [REDACTED]	GFPK3LYMLA4			\$1466.00	\$0.00
02206	09/01/2021	092021		RENT	Rent			\$1365.00		\$1466.00
02206	09/01/2021	092021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	09/01/2021	092021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	09/01/2021	092021		VALET	Valet Trash			\$25.00		\$37.00
02206	09/01/2021	092021		TRASH	Trash Removal			\$7.00		\$12.00
02206	09/01/2021	092021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	08/03/2021	082021	417	PMTOPACH	WelcomeHome ACH payment -- [REDACTED]	D4D6J5VMLA5			\$1466.00	\$0.00
02206	08/01/2021	082021		RENT	Rent			\$1365.00		\$1466.00
02206	08/01/2021	082021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	08/01/2021	082021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	08/01/2021	082021		VALET	Valet Trash			\$25.00		\$37.00
02206	08/01/2021	082021		TRASH	Trash Removal			\$7.00		\$12.00
02206	08/01/2021	082021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	07/01/2021	072021		RENT	Rent			\$1365.00		\$0.00
02206	07/01/2021	072021		PESTCTRL	Pest Control			\$7.00		-\$1365.00
02206	07/01/2021	072021		WATER/SEWER	Water/Sewer Charge			\$57.00		-\$1372.00
02206	07/01/2021	072021		VALET	Valet Trash			\$25.00		-\$1429.00
02206	07/01/2021	072021		TRASH	Trash Removal			\$7.00		-\$1454.00
02206	07/01/2021	072021		PACKAGE	Package Locker Fee			\$5.00		-\$1461.00
02206	06/15/2021	062021	448	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	M89Q0SQMMA1			\$1466.00	-\$1466.00
02206	06/01/2021	062021	431	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	CFX3J1NMLA8			\$1466.00	\$0.00
02206	06/01/2021	062021		RENT	Rent			\$1365.00		\$1466.00
02206	06/01/2021	062021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	06/01/2021	062021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	06/01/2021	062021		VALET	Valet Trash			\$25.00		\$37.00
02206	06/01/2021	062021		TRASH	Trash Removal			\$7.00		\$12.00
02206	06/01/2021	062021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	05/02/2021	052021	418	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	B47V00LMLA7			\$1466.00	\$0.00
									Balance	\$10,171.11

Unit	Date	Period	Ctrl#	Code	Description	Doc#	*	Charges	Credits	Balance
02206	05/01/2021	052021		RENT	Rent			\$1365.00		\$1466.00
02206	05/01/2021	052021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	05/01/2021	052021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	05/01/2021	052021		VALET	Valet Trash			\$25.00		\$37.00
02206	05/01/2021	052021		TRASH	Trash Removal			\$7.00		\$12.00
02206	05/01/2021	052021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	04/01/2021	042021		RENT	Rent			\$1365.00		\$0.00
02206	04/01/2021	042021		PESTCTRL	Pest Control			\$7.00		-\$1365.00
02206	04/01/2021	042021		WATER/SEWER	Water/Sewer Charge			\$57.00		-\$1372.00
02206	04/01/2021	042021		VALET	Valet Trash			\$25.00		-\$1429.00
02206	04/01/2021	042021		TRASH	Trash Removal			\$7.00		-\$1454.00
02206	04/01/2021	042021		PACKAGE	Package Locker Fee			\$5.00		-\$1461.00
02206	03/15/2021	032021		445 PMTOPCARD	WelcomeHome card payment -- [REDACTED]	D6844WCMLA5			\$1466.00	-\$1466.00
02206	03/01/2021	032021		412 PMTOPCARD	WelcomeHome card payment -- [REDACTED]	057F1WCMLA4			\$1466.00	\$0.00
02206	03/01/2021	032021		RENT	Rent			\$1365.00		\$1466.00
02206	03/01/2021	032021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	03/01/2021	032021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	03/01/2021	032021		VALET	Valet Trash			\$25.00		\$37.00
02206	03/01/2021	032021		TRASH	Trash Removal			\$7.00		\$12.00
02206	03/01/2021	032021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	02/03/2021	022021		425 PMTOPCARD	WelcomeHome card payment -- [REDACTED]	VRX8J49MLA2			\$1466.00	\$0.00
02206	02/01/2021	022021		RENT	Rent			\$1365.00		\$1466.00
02206	02/01/2021	022021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	02/01/2021	022021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	02/01/2021	022021		VALET	Valet Trash			\$25.00		\$37.00
02206	02/01/2021	022021		TRASH	Trash Removal			\$7.00		\$12.00
02206	02/01/2021	022021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	01/05/2021	012021		424 PMTOPCARD	WelcomeHome card payment [REDACTED]	CNDGLS6MLA8			\$1616.00	\$0.00
02206	01/04/2021			LATEFEE	January late fees			\$150.00		\$1616.00
02206	01/01/2021	012021		RENT	Rent			\$1365.00		\$1466.00
02206	01/01/2021	012021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	01/01/2021	012021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	01/01/2021	012021		VALET	Valet Trash			\$25.00		\$37.00
02206	01/01/2021	012021		TRASH	Trash Removal			\$7.00		\$12.00
02206	01/01/2021	012021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	12/01/2020	122020		RENT	Rent			\$1365.00		\$0.00
02206	12/01/2020	122020		PESTCTRL	Pest Control			\$7.00		-\$1365.00
02206	12/01/2020	122020		WATER/SEWER	Water/Sewer Charge			\$57.00		-\$1372.00
02206	12/01/2020	122020		VALET	Valet Trash			\$25.00		-\$1429.00
02206	12/01/2020	122020		TRASH	Trash Removal			\$7.00		-\$1454.00
02206	12/01/2020	122020		PACKAGE	Package Locker Fee			\$5.00		-\$1461.00
02206	11/30/2020	122020		416 PMTOPCARD	WelcomeHome card payment [REDACTED]	RVVZ5B2MLA7			\$21.74	-\$1466.00
02206	11/14/2020	112020		RENT	Rent			\$773.50		-\$1444.26
02206	11/14/2020	112020		APPROVAL	Approval Fee			\$200.00		-\$2217.76
02206	11/14/2020	112020		PESTCTRL	Pest Control			\$3.97		-\$2417.76
02206	11/14/2020	112020		WATER/SEWER	Water/Sewer Charge			\$32.30		-\$2421.73
02206	11/14/2020	112020		TRASH	Trash Removal			\$3.97		-\$2454.03
02206	11/14/2020	112020		VALET	Valet Trash			\$14.17		-\$2458.00
02206	11/14/2020	112020		UTILITYFEE	Utility Fee			\$25.00		-\$2472.17
02206	11/14/2020	112020		PACKAGE	Package Locker Fee			\$2.83		-\$2497.17
								<b>Balance</b>		<b>\$10,171.11</b>

Unit	Date	Period	Ctrl#	Code	Description	Doc#	*	Charges	Credits	Balance
02206	10/30/2020	112020	415	PMTOPIRD	Check Scan - [REDACTED]	20940002901			\$1000.00	-\$2500.00
02206	10/30/2020	112020	415	PMTOPIRD	Check Scan - [REDACTED]	20940002902			\$1000.00	-\$1500.00
02206	10/30/2020	112020	415	PMTOPIRD	Check Scan - [REDACTED]	20940002903			\$500.00	-\$500.00
02206	10/12/2020	102020		APPROVAL	Screening Additional Fee			\$300.00		\$0.00
02206	10/12/2020	102020		APPFEE	Online Application Fee			\$50.00		-\$300.00
02206	10/12/2020	102020		ADMINFEE	Online Admin/Move In Fee			\$175.00		-\$350.00
07407	10/12/2020	102020	442	PMTOPCARD	[REDACTED] Online Payment Fee	N8G14WWLLA1			\$300.00	-\$525.00
07407	10/12/2020	102020	442	PMTOPCARD	[REDACTED] Online Payment Fee	S6HN4WWLLA8			\$225.00	-\$225.00
									<b>Balance</b>	<b>\$10,171.11</b>

**Appendix D**  
**The National Consumer Law Center's 2023 Report**

This Appendix contains the National Consumer Law Center's 2023 Report, Too Damn High: How Junk Fees Add to Skyrocketing Rents.

## CHARGES ADDED TO THE LEASE

Rental application fee

Administrative fee

Late fee

Convenience fee

Notice fee

Valet trash fee

Pest control fee

Maintenance fee

Check-cashing fee

Roommate fee

January fee

Processing Fee

Utilities Fee

Insurance fee

Notice Fee

High Risk Fee

Det Fee

# TOO DAMN HIGH

HOW JUNK FEES ADD TO  
SKYROCKETING RENTS



National  
Consumer Law  
Center  
*Fighting Together  
for Economic Justice*

March 2023



**National  
Consumer Law  
Center**  
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for Economic Justice*

## ABOUT THE NATIONAL CONSUMER LAW CENTER

Since 1969, the nonprofit National Consumer Law Center® (NCLC®) has used its expertise in consumer law and energy policy to work for consumer justice and economic security for low-income and other disadvantaged people in the United States. NCLC's expertise includes policy analysis and advocacy; consumer law and energy publications; litigation; expert witness services, and training and advice for advocates. NCLC works with nonprofit and legal services organizations, private attorneys, policymakers, and federal and state government and courts across the nation to stop exploitative practices, help financially stressed families build and retain wealth, and advance economic fairness.

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# TOO DAMN HIGH

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## EXECUTIVE SUMMARY

To secure and maintain rental housing, renters today typically face a dizzying array of unavoidable fees. These junk fees render safe and decent rental housing even more out of reach because renters must pay them on top of sky-high rents. Junk fees also jeopardize access to future housing and financial stability because they can become an alleged rental debt that leads to dunning by debt collectors and negative marks on credit reports.

To obtain detailed information about the state of rental housing-related junk fees, NCLC conducted a survey of legal services and nonprofit attorneys between November and December of 2022. We received 95 responses from 26 states and Washington, DC. The survey specifically asked respondents to indicate whether they had seen any of the following fees assessed as part of rental housing:

- Rental application fees
- Excessive late fees
- Utilities-related fees
- Processing or administrative fees
- Convenience fees
- Insurance fees
- Notice fees
- Fees charged by new corporate landlords
- High risk fees
- Charges in lieu of a security deposit
- Check cashing fees
- Fees to report payment info to the credit bureaus
- Other fees

Respondents also had the option of selecting “no fees,” but no respondents did.

The survey also asked respondents to provide detailed information about the types of fees that they have seen and any other relevant information. From those narrative responses, we identified a number of additional fees, including

- Pet fees or pet rent
- Trash fees
- Valet trash fees
- Pest control fees
- Technology package/internet and cable-related fees

- Fees to “hold” an apartment
- Fees to rent month-to-month instead of on an annual basis
- Court costs and attorney’s fees
- Common area and amenity-related fees
- Roommate and guest-related fees
- Cleaning and repair fees
- Maintenance fees
- Inspection fees
- Mail sorting fees
- Fees charged each January

## RECOMMENDATIONS

This report discusses the survey results. It is based on a regulatory comment filed with the Federal Trade Commission (FTC) in response to that agency’s call for information on junk fees. The regulatory comment urged the FTC to:

1. Investigate corporate and large landlords that impose unavoidable and exploitative junk fees for potentially deceptive or unconscionable practices, including fees that:
  - Are excessive in amount or greater than the cost to the landlord of a service.
  - Pay for services not ultimately provided (e.g., valet trash).
  - Charge for services that the landlord is legally obligated to provide as part of renting a habitable premises (e.g., pest fees, fees to maintain the furnace to provide heat, etc.).
  - Prevent competition, such as requiring use of a certain insurer or cable/internet provider.
  - Violate the common law doctrine against liquidated damages (e.g., penalty fees, lease termination fees that do not consider whether a landlord was able to mitigate by re-renting to a new tenant).
  - Are prohibited by state or local law.
2. Work with the Consumer Financial Protection Bureau (CFPB) to investigate and bring enforcement actions against debt collectors that engage in collection practices that violate the Fair Debt Collection Practices Act in their collection of rental debt, which may include junk fees.<sup>1</sup>
3. Develop guidance or rules that prevent the imposition of unavoidable and exploitation junk fees, such as the fees described above in recommendation number 1. Work with the CFPB to develop guidance or rules under the Fair

Debt Collection Practices Act stating that it is an unfair debt collection practice to collect such fees.

4. Develop guidance or rules to mandate that online platforms for rental advertisements, such as Zillow or Apartments.com, require disclosure of all fees—including fees charged before and after signing a lease—for a rental.
5. Work with the CFPB and the U.S. Department of Housing and Urban Development (HUD) to study and address the disproportionate impact of these practices on renters and rental applicants of color.

The regulatory comments were sent to FTC by 39 organizations, including NCLC. A list of these organizations is included in Appendix 3.

In addition to the FTC, state legislatures can regulate junk fees in rental housing. States could:

1. Limit housing providers to charging only certain fees in addition to the stated amount of rent, which would be:
  - Security deposit
  - Modest late fee no more than the cost of the late payment to the housing provider.
2. Ban application fees or adopt strict limits (e.g., limited to approved applications or the actual cost of a tenant screening report obtained by the housing provider)
3. Ban fees that:
  - Are excessive in amount or greater than the landlord's cost for a service.
  - Pay for services not ultimately provided (e.g., pest fees, valet trash).
  - Prevent competition, such as requiring use of a certain cable/ internet provider.
  - Violate the common law doctrine against liquidated damages (e.g., penalty fees, lease termination fees that do not consider whether a landlord was able to mitigate by re-renting to a new tenant).

In early March 2023, HUD Secretary Marcia Fudge issued a letter calling on housing providers and state and local governments to adopt policies to limit junk fees in rental housing.<sup>2</sup>

## I. JUNK FEES MAKE RENTAL HOUSING EVEN MORE UNAFFORDABLE

Even before the COVID-19 pandemic, many renters struggled to find safe and stable housing, in part because of the severe affordable housing shortage. Pre-pandemic, over 20 million renter households were burdened with housing costs that threatened their financial security.<sup>3</sup> The COVID-19 economic crisis has only exacerbated this housing affordability crisis.<sup>4</sup>

Renters now face not only an affordable housing shortage and sky-high rent prices,<sup>5</sup> but also a number of junk fees that they must pay to secure and maintain housing. Junk fees add to the already heavy burden that exorbitant rents place on renters, with over 40% of renter households—19 million households—in the United States being “cost burdened,” i.e., paying over 30% of their income on housing costs.<sup>6</sup> Various advocates who responded to NCLC’s survey (discussed below) emphasized the ubiquity of junk fees, with a Colorado advocate stating that very few landlords in their state do *not* charge these fees.

While a renter may be able to manage and plan for high rents if they know about them in advance, they may not be expecting an array of junk fees, which could push them over their budgets. As an advocate from South Carolina explained, landlords will advertise rentals for \$1100, but after pet fees, deposits, utility deposits, third-party company deposits, pest control fees, valet trash fees (which people rarely would opt to use and often does not actually exist in practice), the rent will be up to \$1800 per month.

Corporate and larger landlords in particular impose many fees,<sup>7</sup> and such landlords have become a growing share of housing providers in the U.S.<sup>8</sup> As one advocate from New York commented, the larger rental property owners are the most egregious with respect to junk fees.

In some cases, state law or local ordinances may actually prohibit housing providers from charging certain types of fees, but enforcement of those laws is difficult. Housing providers may also impose junk fees as a way to circumvent legal limits on rent increases. For example, two California advocates commented that since the passage of a state law that limits rental increases, they have seen an increase in landlords finding any other way to charge renters more money.

One Louisiana advocate provided a helpful summary of some of the conditions leading to abusive junk fees:

Our office is deeply concerned about junk fees charged to low-income renters. The proliferation of extremely long boilerplate leases such as

the model National Apartment Association lease has provided cover for large, poorly-managed multifamily apartment complexes to justify charging hundreds of dollars in fees to tenants despite failing to deliver on their own basic promises. The extreme power imbalance between low-income renters seeking affordable housing in a constrained market makes it even easier for these abuses to go un-checked.

## II. JUNK FEES JEOPARDIZE ACCESS TO FUTURE HOUSING AND FINANCIAL STABILITY

If a tenant ultimately cannot afford to pay the unavoidable junk fees, the fees may become an alleged rental debt that a housing provider seeks to collect through a third-party debt collector who reports the account to the Big Three credit bureaus.

Alleged rental debt can haunt a renter long after they have vacated a housing unit—whether they left because of an eviction case or voluntarily moved out. Rental debt can lead to dunning by debt collectors and negative marks on credit reports, resulting in lowered credit scores.<sup>9</sup> Consumers may face demands for rental debt in eviction proceedings or in separate collection lawsuits. When a judgment enters against the consumer, creditors may use post-judgment collection remedies like wage or bank account garnishment.

Negative entries in a credit report usually create a long-term barrier to renters obtaining new housing. 90% of landlords run credit checks on all potential tenants,<sup>10</sup> often automatically rejecting applicants who are alleged to owe money to former landlords and who have lower credit scores.<sup>11</sup> This barrier to housing disproportionately affects renters of color. According to the National Equity Atlas, 63% of people with rent arrears are people of color.<sup>12</sup> And when the COVID-19 economic crisis hit, Black consumers already had lower credit scores as a group than white consumers due to historic and current discrimination and the racial wealth gap.<sup>13</sup>

The problem of rental debt continues to grow, and the number of third-party debt collectors collecting rental debt has increased dramatically. According to a report commissioned by TransUnion, “[t]he most significant change” in the type of debt collected by third-party debt collectors during 2022 was in tenant-related debt “given the end of the eviction moratorium.”<sup>14</sup> The report found that 33% of the 113 third-party debt collection companies surveyed collected “tenant/landlord or rental debt” in 2022, compared to just 7% in 2021,<sup>15</sup> 5% in 2020,<sup>16</sup> and 8% in 2019.<sup>17</sup> In 2022, 24% of survey respondents listed rental debts as one of the three types of debts most commonly collected by that collection agency.<sup>18</sup>

A Louisiana advocate summarized the credit reporting and debt collection harms of junk fees:

Junk fees are extremely difficult to contest after a tenant has moved out, especially as landlords in our city usually don't sue for unpaid balances but rather "park" debts on tenants' credit reports through their collections agency partners. The fisured nature of corporate property ownership and the lack of communication from property management make it extremely difficult to get in touch with someone who has the authority to correct an artificially inflated balance. Landlords are not required to substantiate the alleged fees, and collections agencies deflect any attempts to contest the specifics of balances, insisting that they rely on the creditors' own representation of what is owed. The alleged debt acts as a barrier for tenants attempting to obtain new housing, and if a tenant believes she may owe part of the balance she is unlikely to see any attempt to dispute the specifics of her balance as futile (and understandably so).

### **III. SURVEY OF LEGAL SERVICES AND NONPROFIT ATTORNEYS CONDUCTED BETWEEN NOVEMBER AND DECEMBER OF 2022 REVEALS THAT TENANTS CONTINUE TO FACE AN ARRAY OF UNAVOIDABLE JUNK FEES**

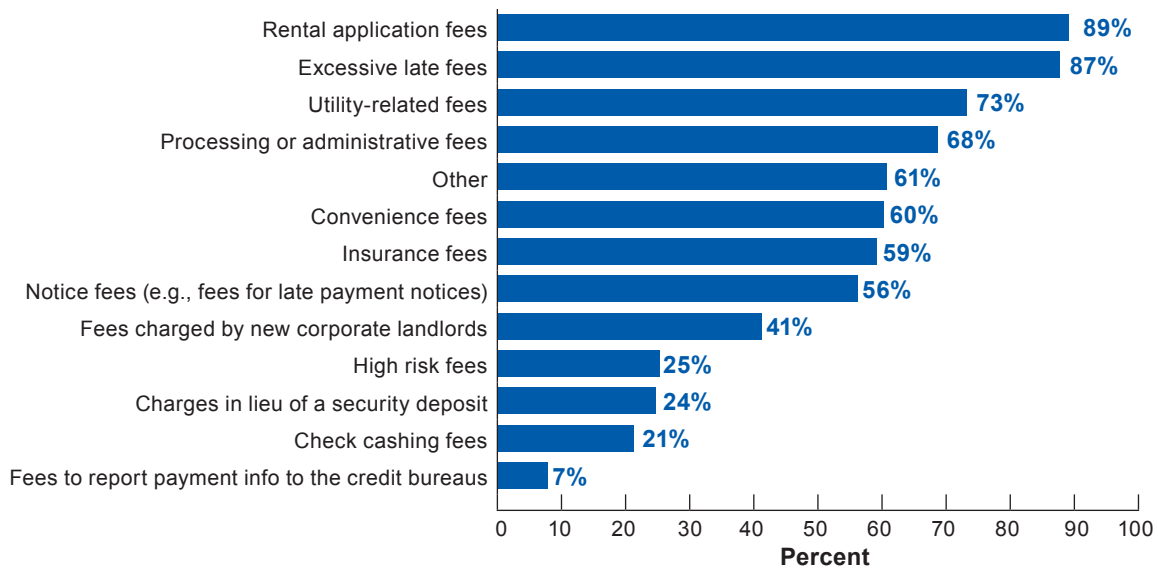
To learn more about the junk fees charged to renters and rental housing applicants, NCLC conducted a survey of legal services and nonprofit attorneys between November and December of 2022. The survey asked respondents to indicate whether they had seen the fees listed in Figure 1 below assessed as part of rental housing (respondents also had the option of selecting "no fees," but no respondents did). The survey also asked respondents to provide details about the types of fees that they have seen and any other relevant information. We received 95 responses.<sup>19</sup>

Almost all survey respondents (89%) reported that landlords impose rental application fees. Nearly as many (87%) stated that landlords charge excessive late fees. Well over half of respondents observed utility-related fees (73%), processing or administrative fees (68%), convenience fees (60%), insurance fees (59%), and notice fees (56%). A little less than half of respondents reported fees charged by new corporate landlords (41%). A quarter of respondents stated that landlords impose high risk fees (25%) and slightly less than a quarter observed charges in lieu of a security deposit (24%). The fewest number of respondents observed check cashing fees (21%) and fees to report payment information to the credit bureaus (7%). 61% of respondents also reported that landlords

charge “other” types of fees (we discuss what some of these “other” fees are in detail below).

FIGURE 1

**Percent of Respondents Observing Type of Fee Assessed in Rental Housing (n = 95)**



Geographically, the respondent population came from diverse locations. The survey asked respondents in what state they work. The 95 respondents came from 26 states and Washington, DC. The states with the most representation among respondents were New York and Ohio, with 13 respondents each. Overall, however, there was wide dispersion of residents over different states, as set out in Table 1 below.

TABLE 1

**Survey Respondent Distribution According to State of Practice**

STATE/STATES	NO. OF RESPONDENTS PER STATE	PERCENTAGE
New York / Ohio	13 (x2 states)	27.4%
Texas	10	10.5%
California / Colorado	8 (x2 states)	16.8%
Georgia / Minnesota	5 (x2 states)	10.5%
Florida / Maryland / Washington	3 (x3 states)	9.5%
AR / IN / MT / NE / PA / SC / UT	2 (X7 states)	14.7%
AK / AL / AZ / IL / LA / MA / MO / NM / VA / Washington, DC	1 (x10)	10.5%
<b>Total</b>	<b>95</b>	<b>100%</b>

Below is a non-exhaustive list and discussion of the rental housing-related junk fees that survey respondents reported. We ordered the discussion from the most common fees to the least common, according to the survey results. Additionally, attached as Appendix 1 are excerpts from a lease and a ledger that a Georgia advocate's client shared with us. Those documents provide an example of some of the junk fees described below.

## **A. Rental Application Fees**

89% of survey respondents reported observing rental application fees. These respondents came from 26 states (AK, AL, AR, AZ, CA, CO, DC, FL, GA, IL, IN, LA, MA, MD, MN, MT, NE, NM, NY, OH, PA, SC, TX, UT, VA, and WA).

These ubiquitous, nonrefundable fees—which landlords typically charge per adult applicant—can be higher than the housing provider's actual cost to process the application and may be assessed even when no rental unit is in fact available.<sup>20</sup> Some jurisdictions cap these fees, though some advocates have reported seeing non-compliance with these laws.

### **1. Application fees can range from \$25 to as high as \$350**

Advocates reported seeing application fees in the amounts described below:

- **Arkansas.** One advocate reported that fees generally range from \$25 to \$50, though another reported seeing fees ranging from \$25 all the way to \$100.
- **California.** One advocate commented that they routinely see application fees ranging from \$50 to \$150 per person. Another noted that local property managers all charge around \$50 to apply for each unit.
- **Florida.** An advocate stated that application fees are typically around \$75 per person.
- **Georgia.** An advocate reported seeing fees ranging from \$75 to \$125.
- **Illinois.** An advocate described seeing \$50 fees.
- **Louisiana.** An advocate stated that they have seen fees of \$50.
- **Maryland.** One advocate stated that a few years ago these fees ranged from \$25 to \$50, but now these fees can be as high as \$125. Another explained that landlords almost always charge their state's \$25 nonrefundable limit, but that landlords usually charge more than that for background credit history, and tenant screening checks where actual expenses may be charged.
- **Minnesota.** An advocate stated that rental application fees in their state range from \$30 to over \$200.

- **Montana.** One advocate stated the range in their state is \$25 to \$75, while another has seen \$25 to \$50 per adult applicant.
- **Ohio.** One advocate reported that a \$50 fee is standard, though two others indicated that the fees can exceed that amount.
- **South Carolina.** One advocate stated that they usually see application fees ranging from \$40 to \$60, but another commented that these fees range from \$50 to \$350.
- **Texas.** An advocate reported that fees range from \$30 to \$55.
- **Washington.** An advocate reported that fees range from \$45 to \$60.

## **2. Some landlords charge application fees even if they know the application will never be approved**

A Georgia advocate stated that landlords charge application fees even if they know the applicant will never be eligible—for example, because they never rent to anyone with a criminal record. A South Carolina advocate similarly noted that landlords will often say that an applicant will be approved even though they have an eviction record, seemingly to convince the applicant to pay the fee, and then ultimately will reject the applicant. A Maryland advocate similarly stated that landlords charge application fees even when the landlord knows they will deny the applicant.

An Ohio advocate explained that most of the time, the landlord does not disclose its screening criteria up front, meaning that tenants do not know what will disqualify them when they apply. As is the case in other states, this results in applicants paying fees even if they would be automatically rejected.

## **3. Landlords may accept more applications and thus application fees than the amount of vacancies may justify**

One Georgia advocate reported that some landlords accept applications from far more potential tenants than a single vacant unit would justify, presumably so they can generate revenue through application fees. Similarly, a California advocate posited, if 100 people apply for one apartment and each one pays \$40 or \$50 to the landlord, what amount of money does the landlord actually spend on credit checks?

### ***B. Excessive Late Fees***

87% of survey respondents reported observing excessive late fees. These respondents came from 26 states (AK, AL, AR, AZ, CA, CO, FL, GA, IL, IN, LA, MA, MD, MN, MO, MT, NE, NM, NY, OH, PA, SC, TX, UT, VA, and WA).

Many advocates reported seeing clients charged very high late fees, sometimes in violation of state law. Various advocates also stated that landlords violated state law limits on late fees as well as other laws governing these fees. As a Utah advocate commented, these fees can be punitive rather than an actual estimate of the landlord's expenses. Indeed, late fees can be a profit center, which may give landlords an incentive to trigger them.<sup>21</sup>

### 1. Steep late fees can take the form of a daily charge, a flat fee plus a daily charge, or a percentage of the rent

- **Alaska.** An advocate reported fees of \$25 per day.
- **Arkansas.** An advocate reported fees of \$15 per day for every day late, which can cause late fees as high as 100% of the principal rent.
- **California.** One advocate reported seeing very high late fees, including one of \$200. A second advocate stated that they see late fees as high as \$75 per day past the fifth of the month. A third advocate reported that landlords charge a 10% late fee.
- **Georgia.** One advocate explained that sometimes late fees are a percentage of the monthly rent, rather than a flat fee. A second advocate reported seeing fees of \$200 or more on apartments with rents of \$1000 per month. A third advocate reported that late fees often exceed 10% of the rent—and courts usually consider 10% of the rent to be reasonable.
- **Indiana.** An advocate reported seeing some leases with a \$50 fee and then a \$5 per day fee until paid in full.
- **Minnesota.** One advocate stated that fees often are \$10 or \$15 per day. Another advocate noted that some landlords compound late fees.
- **Montana.** An advocate reported that landlords charge \$10 per day for each late payment.
- **Nebraska.** One advocate commented that they frequently see \$5 per day fees (though the largest fee was \$20 per day) in addition to a set fee of \$75 from the biggest landlords. A second advocate saw a similar pattern: a \$20 per day fee on top of a flat fee of \$50
- **Ohio.** One advocate stated that late fees are ubiquitous and often in excess of \$15 per day and at least \$100 per month. A second advocate stated the most common fee is \$5 per day perpetually and that they also see three separate charges per month for a continued back balance that adds up to \$100 or more. This advocate also noted that most landlords do not accept partial payments, meaning that fees get tacked on, preventing the timely payment of rent and leading to an ongoing balance that accrues more fees. This cycle ultimately leads to eviction. A third advocate commented that in some circumstances, these late fees

account for more than 50% of the overall rent. A fourth advocate noted that some late fees come in “too early.” A fifth advocate commented that for some subsidized tenants, late fees double (or more) the rent.

- **Pennsylvania.** An advocate typically sees a \$60 fee charged on the fifth of the month and then \$10 per day thereafter.
- **Texas.** An advocate offered the example that tenants are charged \$25 after three days and then \$5 each day until the rent/amount owed is paid in full.
- **Utah.** An advocate reported seeing fees in excess of \$75 for one day late plus \$10 to \$20 daily.

## 2. Some landlords violate legal limits on late fees and other laws governing late fees

Advocates in many states, including Colorado, Maryland, Minnesota, New York, Ohio, Texas, and Virginia, reported that landlords charge late fees in excess of state law limits. A Maryland advocate reported that although their state caps late fees at 5% of the monthly rent, some out-of-state landlords charge as high as 10 to 15%. A Minnesota advocate emphasized that few renters are aware of the statutory limit on excessive fees. A Virginia advocate explained that late fees are legally capped at 10% of the periodic rent, but many landlords (usually smaller or individual ones) charge excess fees or have a \$X per day clause in their leases. A Colorado advocate noted that even though their state has a new cap on late fees the lease itself may still provide for excessive late fees.

New York advocates noted other potential violations of state law. For example, landlords include late fees in eviction proceedings but fail to disclose that the rental arrears for which they are suing contain those late fees (which in New York are not recoverable in a summary eviction proceeding). Additionally, some landlords charge late fees every month where a tenant receives a subsidy that covers the full rent but makes two payments per month; such charges are illegal, but landlords can get away with the practice when tenants lack legal representation.

Various advocates also noted other problematic practices. A New York advocate emphasized that landlords charge late fees on late fees. In other words, if a tenant is late in paying rent one month the landlord charges a late fee, and until the tenant pays that fee—even if thereafter they pay the rent timely—the landlord continues to charge a late fee each month because the tenant’s ledger still carries a balance. A Maryland advocate noted that landlords may charge late fees when the voucher portion of the rent is late, or even when the landlord failed to apply the voucher payment. A Montana advocate commented that landlords

continue to charge daily late payments even when there is a dispute about the lateness.

### **C. Utilities-Related Fees**

73% of survey respondents reported observing utility-related fees. These respondents came from 22 states (AL, AR, AZ, CA, CO, DC, FL, GA, IN, LA, MD, MN, MT, NE, NM, NY, OH, SC, TX, UT, VA, and WA).

Some advocates emphasized that overcharging was common, as were processing, administrative, and service fees. Various advocates emphasized that fee payments went to third-party companies. Some advocates also stated that landlords fail to delineate what various utility-related charges are for.

- **Alaska.** An advocate reported fees of \$25 per month.
- **California.** An advocate commented that tenants must pay fees for group billing, most commonly to Conservice. Another advocate commented that corporate landlords in particular charge something called “ratio utility billing system” (RUBS) contract fees, which are onerous and impossible for the tenant to investigate or challenge.
- **Florida.** An advocate stated that these fees are usually \$3 to \$5 per month for something related to utility reading or payments. The advocate noted that the fee seems to be something the utility billing provider adds on for the “privilege” of the tenant being sent a utility bill. These fees are especially prevalent in multi-family housing that is not sub-metered and uses an alternative billing method, though the advocate has also seen these fees in sub-metered multi-family housing as well.
- **Georgia.** One advocate indicated that these fees range from \$7 to \$50 per month. A second advocate emphasized that tenants must pay billing charges for each utility in addition to the actual usage. A third advocate stated that overcharging utilities as part of monthly rent is extremely common in their state despite a specific state law prohibiting water over charges. A fourth advocate stated that one local landlord has separate monthly charges for water, which seem to far exceed what the landlord pays to the county.
- **Maryland.** One advocate noted that many landlords charge a processing fee for payment of the utilities. A second advocate reported that there has been a shift from all or some utilities being included in the rent to ratio billing systems, often with a third-party billing company involved. Bills can fluctuate wildly and be redundant; YES Energy Management and Conservice are frequent sources of complaints. A third advocate reported that landlords charge water bills without proof that the tenants owe them, with some landlords diverting rent payments to pay water bills, which results in a continuing cycle of late rent and begets more late fees.

- **Minnesota.** One advocate said that some landlords create private utilities—they buy from the actual utility, but bill tenants separately and charge monthly fees. A second advocate noted that landlords commonly hire outside companies to calculate “shared meter” fees for large rental complexes and that tenants typically end up paying \$3 to \$7 per month for somebody to compile a bill for them. A third advocate commented that the statute controlling how owners can bill for utilities in single-meter residential buildings is either ignored or improperly implemented, resulting in renters overpaying.
- **Montana.** An advocate stated that landlords require tenants to pay utilities through a third party that charges a fee per payment.
- **Nebraska.** An advocate reported that landlords charge for metering and distributing bills for shared services like water and sewer.
- **New Mexico.** An advocate commented that landlords charge illegal administration fees.
- **New York.** One advocate described heat monitoring fees and water fees.
- **Ohio.** Two advocates stated that tenants are required to pay for utilities for common areas. Three other advocates mentioned that tenants must pay fees for generated utility bills or utility-specific process/administrative fees. Another advocate reported seeing excessive charges for utilities, charges for utilities not in the lease, and charges for past tenants’ utility bills. An additional advocate commented that utilities-related fees are just reflected as “utilities” on the ledgers, with no delineation and noted that they see late charges for utilities rolled into these fees. Similarly, another advocate noted that some landlords use submetering companies and are not clearly showing how utility bills are calculated.
- **South Carolina.** One advocate reported that many landlords, especially large landlords, contract with a third party (e.g., Conservice) to meter the tenants’ utilities and bill them. These third parties charge a setup fee and a monthly service fee of around \$5; tenants cannot avoid these fees because a mandatory utility addendum requires them to use the service and allows the service fee to go up. The same advocate stated that they frequently see landlords and the third-party companies bill for a split of the utilities among the whole complex, which results in splits that seem unreasonable and bills that are higher than what a tenant’s independent usage would be.
- **Texas.** An advocate reported that the utilities fees are disproportionately higher than the utilities.
- **Washington.** One advocate reported that some landlords put the bill in their own name, then charge a surcharge for the service of putting the paper

bill in an envelope and sending it to the tenant. Another advocate described administrative fees, monthly billing fees, and monthly service fees.

#### ***D. Processing or Administrative Fees***

68% of survey respondents reported observing processing or administrative fees. These respondents came from 22 states (AL, AR, AZ, CA, CO, DC, FL, GA, IN, LA, MD, MN, MT, NE, NM, NY, OH, SC, TX, UT, VA, and WA).

Many advocates reported that these fees—the purposes of which are not always clear—are increasingly common. For example, a Colorado advocate stated that they have seen administrative fees of \$12 to \$25 in most leases they have reviewed. And an advocate in Minnesota said that one-time administrative fees of \$250 or higher are a growing issue in their state, with at least 10% of written leases having a fee of this type in place at the signing of the lease.

These are often one-time fees, but not always. For example, the same Minnesota advocate cited in the previous paragraph added that they are starting to see an increase in monthly administrative fees that are usually around \$10 per month. A second Minnesota advocate similarly stated that housing providers charge monthly administrative fees for unspecified management tasks in amounts ranging from \$10 to \$20. Similarly, a Georgia advocate stated that these fees are often a monthly charge above the rent that are usually 10% of the rent amount.

##### ***1. Landlords often fail to explain the purpose of these fees charge unspecified or unexplained administrative processing fee***

Advocates in many states, including Colorado, Georgia, Minnesota, Montana, New York, and Ohio reported that landlords often charge unspecified or unexplained administrative processing fees. For example, a Montana advocate commented that these fees often appear random and unconnected to the actual cost of doing anything. An advocate from Colorado similarly noted that it is unknown what these fees are for and why they are not included in the rent. And an Ohio advocate stated they see items listed as “online payment fees” or simply “administrative fees.”

Sometimes advocates had some sense of what these fees are for. For example, one Ohio advocate described these as fees charged for the processing of payments, notices, filings, and more. A second Ohio advocate stated that sometimes these fees are charged at the beginning of the lease, sometimes for providing copies of the lease or community rules or to use a tenant portal. A Nebraska advocate stated that landlords started charging administrative fees for cooperating with the Emergency Rental Assistance Program.

## 2. Some landlords charge administrative fees for applications on top of application fees and/or other charges or at the beginning of the tenancy

A Utah advocate stated that administrative fees are paired with the rental application fee; for example, a landlord might charge \$80 for the rental application and \$50 for processing/administrative. Similarly, a Louisiana advocate reported that applicants must frequently pay a “processing fee” related to an application of around \$150 on top of the security deposit and application fee. And a Georgia advocate emphasized that this fee is in addition to the application fee and noted that one landlord charges a \$175 move-in fee that it does not explain. An Arkansas advocate also explained that many landlords charge \$25 to \$100 in “admin fees” for applications (this appears to be on top of rental application fees). A South Carolina advocate described seeing an additional \$10 to \$15 in processing fees on an application.

A Washington advocate commented that landlords charge one-time administrative fees of several hundred dollars at the time the tenancy starts. A Nebraska advocate similarly reported that landlords usually charge these fees after an application has been accepted and the lease has been signed.

### **E. Convenience Fees**

60% of survey respondents reported observing convenience fees. These respondents came from 23 states (AK, AL, AR, AZ, CA, CO, DC, FL, GA, IN, LA, MD, MN, MT, NE, NM, NY, OH, SC, TX, UT, VA, and WA).

A growing number of housing providers charge “convenience” fees when tenants pay their rent. Some housing providers no longer accept payment in person or by check, meaning that tenants have to pay their rent online. An Ohio advocate, for example, commented that most landlords have stopped accepting in-person payments or penalize the tenant for using them. One Texas advocate reported a \$15 in-person rent payment fee, and another Texas advocate explained that there are fees for paying in forms other than the online portals.

Advocates in many states, including California, Georgia, Indiana, Maryland, Montana, New York, Ohio, and Virginia, reported convenience fees where online payment was mandatory. Although they did not specify whether online payment was mandatory, advocates in New Mexico, Utah, and Washington also noted that online payments come with extra fees.

Some advocates specifically commented that tenants must now pay rent through third-party companies that charge fees. For example, an Ohio advocate explained that landlords use third party companies to accept rent and that a fee is charged along with each rental payment. A Utah advocate similarly reported

that landlords are requiring payment through RealPage, which charges \$1.95 for echeck.

Advocates from many states reported that tenants could pay rent through a variety of methods, but that they incurred fees regardless of the method chosen. For example, one Ohio advocate reported that landlords sometimes charge fees for every type of payment allowed and that those fees range from \$2 to \$20. A Washington advocate similarly reported seeing fees for paying by cash, check, and mail, as well as fees for using an online system. One New York advocate reported that tenants must pay a fee for paying with a credit or debit card, while another New York advocate stated that tenants must pay a fee for paying rent in person. A California advocate noted that fees are imposed for online or phone payments. A South Carolina advocate commented that some housing providers allow tenants to pay at 7/11 or Walmart locations, but that fees are imposed for that as well.

Advocates in many states, including Alaska, Ohio, and South Carolina, reported credit card transaction fees. (Such fees might be legitimate if they only cover the cost of the interchange/merchant fees, unless there is no other way to pay rent except by credit or debit card, or any fee-free method.<sup>22</sup>)

A New York advocate commented that landlords assess fees for paying in multiple installments; this is particularly an issue for tenants who pay by money order and may not be able to purchase a single money order for the full rent amount.

## **F. Insurance Fees**

59% of survey respondents reported observing insurance fees. These respondents came from 20 states (AL, AR, AZ, CA, CO, FL, GA, IN, LA, MD, MN, MT, NE, NM, NY, OH, SC, TX, VA, and WA).

Advocates reported a number of issues with insurance fees.<sup>23</sup> For example, some advocates explained that tenants must get insurance for the landlord and may not understand that the insurance does not cover the renter. Others noted that the tenant may be required to have insurance for the landlord even if the lease does not specifically require this. Some advocates reported that tenants must get insurance for themselves on top of insurance for the landlords. Some also stated that landlords charge fees for not having insurance for the tenants or the landlord. Others emphasized that the tenant must use the insurance company the landlord chooses.<sup>24</sup> Another issue that advocates raised is that misunderstandings arise concerning reporting requirements and paperwork.

- **Arkansas.** An advocate stated that tenants must have landlord-approved renter's insurance or a fee will be charged.

- **California.** An advocate reported that tenants in some corporate-run properties have no choice—they must pay monthly fees for “renter’s insurance” under the lease terms.
- **Colorado.** An advocate reported seeing leases where, if a person does not have renter’s insurance, the landlord will charge a fee for their own insurance on top of a penalty fee to the tenant for not separately procuring their own insurance. This advocate also noted that they have seen penalty fees assessed when tenants get their own insurance rather than using the landlord’s insurance.
- **Florida.** An advocate noted that landlords charge tenants a fee if they do not provide their own rental insurance.
- **Georgia.** An advocate stated that landlords frequently require tenants to purchase insurance products that only cover the landlord, not the tenant. The tenant will then also need to find and pay for their own separate renter’s insurance. The same advocate also noted that LeaseLock (separately discussed in Section J) is a player in this space. Another advocate reported that landlords tell tenants that they must get renter’s insurance, but what they really mean is that the tenant must take out a policy to cover their liability to the landlord (more like landlord’s insurance) and that the landlord must be listed as a beneficiary on the policy. If the tenant does not get the insurance, they must pay monthly penalties—the advocate reported seeing up to \$75 per month.
- **Louisiana.** An advocate reported that they frequently see tenants paying a monthly \$14 “liability insurance” fee due to a form addendum in the National Apartments Association form lease. The tenant does not appear to have any ability to choose their own insurance coverage—it is simply an added monthly fee.
- **Maryland.** An advocate commented that occasionally, if a tenant does not purchase renter’s insurance and add management to the policy, a fee is imposed.
- **Minnesota.** An advocate noted that most landlords that require tenants to get insurance require that the landlord be named as one of the insured parties. Another advocate stated that landlords not only require proof of renter’s insurance, but also that the tenant purchases renter’s insurance that the landlord has chosen. This prevents the tenant from shopping for rates they can best afford.
- **Missouri.** An advocate similarly reported seeing an uptick in landlords that demand that tenants purchase “so-called” renter’s insurance, which actually protects the landlord from liability more than the tenant.

- **Montana.** An advocate stated that insurance fees include both force placed insurance and a penalty fee for failure to provide proof of insurance or renewal despite insurance actually being in place. Another advocate noted that landlords impose rental insurance on tenants if they do not have their own and impose a monthly charge.
- **Nebraska.** An advocate stated that landlords charge an insurance fee if tenants do not have their own renter’s insurance. The same advocate noted that tenants have to prove that they have renter’s insurance and there can be mix-ups with the paperwork.
- **New York.** An advocate stated that landlords charge a monthly fee even when the tenant provides a “rental ins. cert.”
- **Ohio.** One advocate explained that if a tenant does not have insurance, the landlord charges the tenant a fee for insurance, but noted that it is not clear that the landlord actually purchases insurance. A second advocate reported seeing insurance fees even though the tenant has purchased renter’s insurance. A third advocate noted that these fees are sometimes required by the lease, usually in the case of a corporate landlord. In contrast, another advocate reported that these fees are often absent from the lease.
- **South Carolina.** An advocate stated that some housing providers charge an administrative fee to make sure the tenant has insurance without actually checking to ensure that the tenant has insurance.
- **Texas.** An advocate reported that landlords charge fees if the tenant does not have renter’s insurance. Another advocate reported that they had a client who had the required insurance but because he did not understand he had to email it to the landlord, he was charged \$10 per month and actually received an eviction due to the late fees on the insurance fees (not the actual rent).
- **Washington.** An advocate stated that tenants have to pay landlord’s insurance and have to have renter’s insurance.

### **G. Notice Fees**

56% of survey respondents reported observing notice fees. These respondents came from 18 states (AL, AR, AZ, CA, CO, FL, GA, IL, MD, MN, MT, NE, NY, OH, TX, UT, VA, and WA).

Some advocates emphasized that these fees are simply for printing and posting notices. The fees can be steep, particularly given the simplicity of this function. For example, a Utah advocate stated that landlords charge these fees—which are typically \$50— for printing out a piece of paper and taping it to a tenant’s door. A

Washington advocate similarly noted that a landlord can print unlimited numbers of notices, so charging a fee after printing is basically printing money for a landlord.

Some advocates commented that corporate landlords and large inventory owners typically charge these fees. For example, a Minnesota advocate noted that this is a newly developing fee in their state that mostly out-of-state large inventory owners charge.

Various advocates, including advocates from California, Colorado, Ohio, Texas, and Washington reported that landlords charge fees for notices to vacate and eviction-related notices and paperwork. For example, an Ohio advocate said they most often see these fees for eviction filing notices. Another Ohio advocate noted that they see fees for three-day notices to vacate. A Colorado advocate reported that landlords regularly charge a fee for posting a Demand for Rent or Possession (which is potential eviction paperwork) on a tenant's door. At least two California advocates stated that they routinely see these fees added to ledgers when the landlords issue an alleged "tenant-caused notice" (e.g., a pay/quit or perform/quit notice).

Advocates in Alaska, Nebraska, New York, Texas, and Washington commented that landlords charge fees for late payment and nonpayment notices. For example, an Alaska advocate reported \$5 fees for late payment notices. A New York advocate stated that tenants incur significant legal fees for late rent notices even though the landlord did not commence legal action. An Illinois advocate reported that landlords charge \$15 to put up a 5-day notice.

Advocates in states such as Ohio reported other types of notice fees, including notices of rent increases, maintenance notices, and pest control notices.

Advocates reported that landlords may charge notice fees even if the notice is invalid or unsubstantiated. For example, a Florida advocate stated that landlords charge fees for issuing a notice even if the notice is bad or unsubstantiated. A Montana advocate reported that landlords generally charge \$35 per notice even if the notice is not valid. A California advocate commented that landlords charge these fees—which are becoming more common— even when the notice is legally invalid. This California advocate noted that property management companies have not responded to their advocacy to remove invalid fees.

Some landlords charge fees for legally required notices. For example, a Virginia advocate reported that some landlords charge an extra "administrative fee" when providing the pre-lawsuit notice required by law. Similarly, a Maryland advocate stated that landlords charge \$3 to \$5 for newly required failure-to-pay rent notices.

## ***H. New Fees Charged by Corporate or Private Landlords Who Purchased the Building***

41% of survey respondents reported observing new fees charged by corporate or private landlords who purchased the building. These respondents came from 16 states (AK, AL, AR, AZ, CA, CO, FL, GA, MD, MN, NE, NY, OH, SC, TX, and WA).

When new corporate or private landlords purchase a property, they often impose many new fees.<sup>25</sup> For example, a Minnesota advocate stated that anytime a new corporate landlord purchases a property, they add many extraneous fees. Similarly, a California advocate reported that when there are management or ownership changes and new leases are pushed onto existing tenants, the new leases almost always include additional fees. A Maryland advocate noted that tenants report that even though they have existing leases, new corporate landlords try to implement fees and change the lease before the existing lease expires. A Texas advocate commented that corporate landlords impose extreme increases in fees to create turnover.

The newly imposed fees include administrative, convenience, payment portal, billing and account, utility and other fees. For example, a Georgia advocate explained that every time a landlord is replaced with a larger corporate landlord, the tenants get new charges on their bill for items like “service fee,” “community management fee,” and “valet trash.” One Ohio advocate stated that they once saw a \$349 “new admin fee.” A California advocate stated that corporate landlords’ leases require tenants to pay a certain amount for sewer in water in addition to gas and electricity. A New York advocate described how when one corporate landlord took over a property that was formerly public housing it began charging a parking fee but failed to provide accessible parking spots.

A Florida advocate reported that tenants received the following from their housing provider: “All JWB residents are enrolled in the Resident Benefits Package (RBP) for \$30/month which includes HVAC air filter delivery (for applicable properties), credit building to help boost your credit score with timely rent payments, \$1M Identity Protection, utility concierge service making utility connection a breeze during your move-in, our best-in-class resident rewards program, and much more!”

### ***I. High Risk Fees***

25% of survey respondents reported observing high risk fees. These respondents came from 13 states (AZ, CO, FL, GA, LA, MN, MT, NE, NY, OH, SC, TX, and WA).

Housing providers typically charge fees to tenants deemed “high risk” due to “insufficient” rental history, an eviction record, a low credit score, a criminal record, or other “adverse” information in a tenant screening report. Tenant

screening companies may make this determination for housing providers.<sup>26</sup> A Maryland advocate noted that these fees may not always be disclosed. A Georgia advocate similarly explained that most landlords do not explain to the tenant why they're being charged these fees, which are nonrefundable and have become very common in low-income neighborhoods and often replace a traditional security deposit. A Nebraska advocate stated that landlords ask tenants considered "high risk" to pay higher rent or an upfront fee.

These fees can be steep. For example, one New York advocate's clients reported being asked to pre-pay up to a full year of rent based on a low credit score. A Texas advocate stated that landlords require two or three months' rent as a security deposit due to a low credit score.

Advocates from various states, including Minnesota, Montana, South Carolina, and Washington, reported that these fees take the form of double or triple security deposits. A South Carolina advocate commented that some housing providers charge a double or triple deposit for "high risk tenants" or take an extra nonrefundable deposit; in one instance, the housing provider charged an additional \$15 per month for the duration of the lease.

### ***J. Charges in Lieu of a Security Deposit***

24% of survey respondents reported observing charges in lieu of a security deposit. These respondents came from 13 states (CA, CO, FL, GA, IL, LA, MD, MN, NE, OH, SC, TX, and WA).

Advocates from various states reported that landlords charge fees instead of a security deposit that are seemingly designed to avoid laws governing security deposits. As one Washington advocate explained, these fees mean that a tenant does not receive a deposit back at the end of tenancy. A Georgia advocate reported that these charges, which are often \$500 or more, are very common and are imposed to avoid liability under the state's security deposit law. A Minnesota advocate commented that these additional fees equal double security deposits for "people with high barriers." A South Carolina advocate stated that tenants must pay these fees, which do not seem to protect the tenant in the case of damages, on a monthly basis.

A Texas advocate stated that landlords charge a move-out deposit of \$500 in cash, which is separate from the original security deposit.

Several advocates reported that landlords use security deposit replacement products.<sup>27</sup> For example, a Florida advocate reported that landlords impose a "Lease lock type of fee"<sup>28</sup> or a nonrefundable "deposit waiver" fee. A Georgia advocate explained that although the security deposit alternative sometimes takes the form of an up-front fee, it can also be in the form of a security deposit

alternative product that the tenant must pay every month—in both circumstances, the fee is nonrefundable. A Louisiana advocate described their clients’ experience with a security deposit alternative product called Jetty Residential Tenant Bond:

We have seen several apartment complexes owned by a common developer in the New Orleans area utilizing a service called “Jetty Residential Tenant Bond,” in which the tenant pays a non-refundable “premium” (which is more like a monthly fee) that ensures coverage for the landlord in the event that the tenant owes unpaid rent or other damages at move-out. This makes it very difficult for tenants to contest the many junk fees that are included in their final move-out statements, as the landlord submits the statement to Jetty for reimbursement (who seemingly does not conduct any review of the charges). Jetty subrogates its claim and pursues the tenant for the money that it paid out to the property, and the property may still claim the tenant owes money over and above the amount that was paid by Jetty. Jetty also retains any premiums paid by tenants who do not owe the property at move-out, which is the exact opposite of what would happen if the property accepted a “traditional” security deposit rather than the bond product. We believe this practice is an attempt to get around the requirements of Louisiana’s Security Deposit Law (La. R.S. § 9:3251). To make matters worse, we have seen multiple instances where the property reports the entire balance to collections (through a third-party collections agency), despite having been paid a portion of the alleged balance by Jetty.

### ***K. Check Cashing Fees***

21% of survey respondents reported observing check cashing fees. These respondents came from 11 states (AL, CA, CO, FL, GA, LA, MN, NY, OH, SC, and TX).

Some landlords impose fees when the tenant pays rent via check. An Ohio advocate explained that in some cases, paying by check is the only way to pay, but the tenant is still forced to pay the fee. A New York advocate reported that tenants must pay a fee for paying rent by check rather than through the online portal. Similarly, a Louisiana advocate reported seeing an \$8 “check scan” fee added to a tenant’s balance. One Minnesota advocate stated that some landlords require tenants to pay more if they pay rent via check. An Arkansas advocate noted that these fees can be as high as 10%.

### ***L. Fees to Report Rental Payment Information to the Credit Bureaus***

7% of survey respondents reported observing fees to report information to credit bureaus. These respondents came from 4 states (CA, GA, OH, and SC).

Some housing providers charge tenants a mandatory monthly fee to send their rental payment information to the credit bureaus.<sup>29</sup> A Georgia advocate explained that many landlords automatically sign renters up for monthly credit reporting—usually for \$9.95 per month—and then require the tenant to opt-out in writing if they do not want the service. Landlords bury this notice in the lease so tenants do not see it. An Ohio advocate noted that some corporate landlords have made this fee mandatory.

## **M. Other Fees**

In addition to the fees that the survey specifically asked about, 61% of respondents, from 19 states (AR, CA, CO, FL, GA, IN, LA, MD, MN, MO, MT, NE, NM, NY, OH, PA, SC, TX, and WA), affirmatively detailed how landlords often charge various other fees, including the ones described below. Because we did not specifically ask survey respondents about these fees, it is possible that advocates in other states may have observed them as well.

### **1. Pet fees or pet rent**

Advocates from Colorado, Ohio, Utah, and Washington reported that landlords now charge nonrefundable pet fees or pet rent. For example, two Colorado advocates noted that landlords regularly charge fees for pets, with one commenting that they frequently see a nonrefundable fee of around \$400. A Washington advocate similarly commented that pet fees are a big issue, with landlords routinely charging a nonrefundable deposit of around \$500 and/or monthly pet rent. A Utah advocate also reported seeing “pet rent” of \$25 to \$50 per month in addition to pet application fees of \$200 to \$300. An Ohio advocate described seeing tenants being charged an unauthorized pet fee despite giving the landlord proper notice or the pet being properly registered as an emotional support animal.

### **2. Trash fees**

Advocates from Georgia, New York, and South Carolina reported seeing trash fees. An advocate from South Carolina stated that landlords charge fees for the dumpster plus fees for trash collection.

### **3. Valet trash fees**

Advocates from Colorado, Georgia, Utah, and South Carolina specifically mentioned valet trash fees, which landlords typically charge in addition to other trash fees. For example, a Utah advocate stated that landlords charge \$35 to \$55 per month for mandatory “concierge trash service.” A South Carolina advocate emphasized that they rarely see people who would opt to use valet

trash and, moreover, the service often does not exist in practice. A Colorado advocate stated that landlords charge these fees in buildings with trash chutes on every floor .

#### **4. Pest control fees**

Advocates from Georgia, Utah, South Carolina, and Washington commented about pest control fees. A Utah advocate stated that landlords have started charging pest control fees at nearly all apartments in one city. A Washington advocate reported seeing a monthly fee to subsidize the landlord for pest control.

#### **5. Technology package/internet and cable-related fees**

Advocates from Georgia and Maryland reported technology packages or internet and cable-related fees. A Georgia advocate commented that mandatory technology fees are becoming very common, with some tenants paying \$100 per month for a service they did not know was mandatory. Several tenants told this advocate that their landlord did not inform them about the service or how to take advantage of it and, as a result they procured their own internet and cable service and were essentially charged double. A Maryland advocate reported seeing new fees for internet, cable, and other pre-existing amenities and services.

#### **6. Fees to “hold” an apartment**

Advocates from California, Maryland, and New York specifically mentioned “holding” fees—fees that prevent the landlord from renting the unit to somebody else. A New York advocate commented that this holding fee is in addition to the security deposit and first month’s rent. One Maryland advocate reported that holding fees can be \$200 or more, and some apartment complexes take months to refund tenants, even if their application was denied. Another Maryland advocate reported that nonrefundable holding fees are excessive because the time between application and denial is often just a few hours or days. A California advocate described a recent situation where the landlord had already signed a Housing Assistance Payments (HAP) Contract with the housing authority, but refused to sign the lease until the tenant agreed to a “non-refundable deposit” to hold the unit.

#### **7. Fees to rent month-to-month instead of on an annual basis**

Advocates from Georgia, Illinois, Minnesota, Ohio and Washington reported that landlords charge month-to-month fees. For example, an Illinois advocate reported seeing a month-to-month fee of \$1000, on top of rent, each month. One Washington advocate commented that month-to-month fees have been

particularly bad, with landlords charging a high fee for a tenant who does not renew a 12-month or similarly long lease; these fees can be around 25% of the total rent charged. Another Washington advocate described a fee charged to a tenant for not signing a new lease and a much higher rate for a month-to-month tenant. A Minnesota advocate stated that monthly rent paid for a month-to-month lease—which is much higher than monthly rent on a year-long lease—was described to the tenant as a “convenience fee.”

Three advocates from Ohio similarly reported that landlords charge month-to-month fees where the tenant does not renew the annual lease, sometimes even when no annual lease is offered. One advocate from this state stated that these fees can be \$100 per month.

A Georgia advocate explained that during the pandemic, many landlords refused to renew leases, and after the initial lease expired, tenants were converted to month-to-month status, with many landlords charging hundreds of dollars in month-to-month fees. Some landlords used these fees to double the rent. The advocate noted that Georgia courts are looking closely at excessive late fees, but that landlords find they can effectively sneak month-to-month fees into court judgments by claiming those fees are part of the rent.

## **8. Court costs and attorney’s fees**

Advocates from many states, including California, Colorado, Georgia, Maryland, New Mexico, New York, Ohio, Texas, South Carolina, and Washington, described how landlords charge court costs and/or attorney’s fees in connection with eviction actions—sometimes immediately upon filing—or even for threatened eviction actions.

A Texas advocate mentioned seeing \$73.25 eviction fees plus court costs due at the time the landlord files the eviction action. Similarly, a Colorado advocate stated that landlords have been almost uniformly charging court and attorney’s fees as soon as they file an eviction case in court (which the advocate believes is contrary to a state statute, though some judges have allowed it). Two Ohio advocates reported the same practice: that landlords often demand attorney’s fees if an eviction is filed—or when notice is posted (one advocate noted that practice is illegal). The fees range from \$300 up to \$600. A New Mexico advocate reported that apartment managers sometimes charge an estimated court filing fee on non-rent cases (for more than the actual cost), which is not included in the lease agreement. Although the New Mexico statute allows the prevailing party to collect fees and costs, managers assess these charges prior to even attending a hearing.

A Maryland advocate noted that landlords charge court costs even when the landlord does not file the eviction case because the tenant pays the past due rent. Similarly, a California advocate noted that a landlord charged the cost of their legal fees to file an unlawful detainer action that was dismissed immediately because the tenant had complied with the relevant notice requirement.

Advocates in Georgia and Washington reported that landlords passed the cost of their attorneys on to their tenants. A Georgia advocate noted that landlords charge the tenant the “legal fee” that the landlord’s attorney charges to go to court or the fee to file an eviction case. Similarly, a Washington advocate stated that landlords charge fees for the landlord to consult with their attorney.

Advocates in various states, including Arkansas, Ohio, Virginia, and Washington, mentioned these fees in conjunction with notice fees (discussed in Section G above). For example, an Arkansas advocate stated that notice fees often get rolled into court costs and attorney’s fees. Similarly, an Ohio advocate commented that most landlords roll notice fees, which range from \$25 to \$35, into “court costs.” A Virginia advocate reported that some landlords add attorney’s fees when providing the legally required pre-lawsuit notice.

## **9. Common area and amenity-related fees**

Advocates from Colorado, New York, and Washington reported seeing fees related to common areas and amenities. For example, a Washington advocate stated that landlords charge extra fees to access a community space such as a pool/clubhouse and fees to access laundry rooms (or have in-unit laundry). A Colorado advocate reported seeing common area maintenance fees, but noted that they do not know what makes up those fees. A New York advocate mentioned laundry charges. That advocate also described a situation where a landlord had assessed charges for damage to the common area years in the past. The tenant denied causing the damage and although the landlord failed to provide any substantiation for the charges, they applied earmarked rent payments to the damage fees and then claimed rent arrears.

## **10. Roommate and guest-related fees**

A Washington advocate stated that landlords charge fees for guests that stay for longer than a certain period of time. A New York advocate noted that a landlord’s attorney admitted that his client routinely double-charges regulated rent if they believe a tenant has a roommate.

## **11. Cleaning and repair fees**

Some advocates reported nonrefundable fees for cleaning and related move-in or move-out services. For example, a California advocate stated that landlords charge an up-front cleaning fee. A Washington advocate similarly reported that landlords charge nonrefundable fees for cleaning and carpet shampooing. Additionally, an Ohio advocate reported that landlords charge flat fees and excessive fees for cleaning and repairs after a tenant moves out in order to keep security deposits.

## **12. Maintenance fees**

A Florida advocate commented that some leases impose charges for each maintenance request. A Minnesota advocate reported that leases require renters to pay \$25 to \$35 per month to a utility company program that provides maintenance to furnaces and appliances that the landlord owns.

## **13. Inspection fees**

A Washington advocate reported that landlords charge tenants for semiannual inspections that the landlord performs.

## **14. Mail sorting fees**

A Texas advocate reported seeing a \$4.50 mail sorting fee.

## **15. Fees charged each January**

Two Minnesota advocates reported seeing a “January fee”—a fee charged in January for seemingly no reason. One of the advocates noted that one management company had this fee, which was for \$100, for many years, but that they have since changed it to a \$12 monthly fee.

## IV. CONCLUSION AND RECOMMENDATIONS

Junk fees charged to renters and rental housing applicants make securing and maintaining rental housing even more difficult for rent-burdened households. To help ensure renters' future ability to secure safe and affordable housing by keeping unfair debt collection items off of their credit reports, both the states and the FTC could take action. The FTC could:

1. Investigate corporate and large landlords that impose unavoidable and exploitative junk fees for potentially deceptive or unconscionable practices, including fees that:
  - Are excessive in amount or greater than the cost to the landlord of a service.
  - Pay for services not ultimately provided (e.g., valet trash).
  - Charge for services that the landlord is legally obligated to provide as part of renting a habitable premises (e.g., pest fees, fees to maintain the furnace to provide heat, etc.).
  - Prevent competition, such as requiring use of a certain insurer or cable/internet provider.
  - Violate the common law doctrine against liquidated damages (e.g., penalty fees, lease termination fees that do not consider whether a landlord was able to mitigate by re-renting to a new tenant).
  - Are prohibited by state or local law.
2. Work with the CFPB to investigate and bring enforcement actions against debt collectors that engage in collection practices that violate the Fair Debt Collection Practices Act in their collection of rental debt, which may include junk fees.<sup>30</sup>
3. Develop guidance or rules that prevent the imposition of unavoidable and exploitation junk fees, such as the fees described above in recommendation number 1. Work with the CFPB to develop guidance or rules under the Fair Debt Collection Practices Act stating that it is an unfair debt collection practice to collect such fees.
4. Develop guidance or rules to mandate that online platforms for rental advertisements, such as Zillow or Apartments.com, require disclosure of all fees—including fees charged before and after signing a lease—for a rental.
5. Work with the CFPB and HUD to study and address the disproportionate impact of these practices on renters and rental applicants of color.

States could:


1. Limit housing providers to charging only certain fees in addition to the stated amount of rent, which would be:

- Security deposit
  - Modest late fee no more than the cost of the late payment to the housing provider.
2. Ban application fees or adopt strict limits (e.g., limited to approved applications or the actual cost of a tenant screening report obtained by the housing provider)
  3. Ban fees that:
    - Are excessive in amount or greater than the landlord's cost for a service.
    - Pay for services not ultimately provided (e.g., pest fees, valet trash).
    - Prevent competition, such as requiring use of a certain cable/ internet provider.
    - Violate the common law doctrine against liquidated damages (e.g., penalty fees, lease termination fees that do not consider whether a landlord was able to mitigate by re-renting to a new tenant).

In early March 2023, HUD Secretary Marcia Fudge issued a letter calling on housing providers and state and local governments to adopt policies to limit junk fees in rental housing.<sup>31</sup>



## APPENDIX 1

# EXAMPLE OF LEASE EXCERPT AND LEDGER WITH JUNK FEES



### Concierge Services Summary

- **Package Access System**  
When available, a 24/7 delivery and access system fee will be included in your rent. The rent will be increased by **\$5.00 per month** effective immediately upon availability of the system, and becomes part of your new monthly rent payment. See addendum for applicable rules and regulations, incorporated herein and in your lease document by reference.
- **Resident Protection Insurance**  
You are required to maintain at all times renter's insurance for your protection and ours. If for any reason your policy cancels and/or expires, you understand that your account will be billed **\$75.00** for a violation fee.
- **Concierge Trash Service**  
Your community provides a concierge trash removal service at an additional cost of **\$25.00 per month**, which is added to and incorporated in your monthly rental payment. See addendum for applicable rules and regulations, incorporated herein and in your lease document by reference.
- **Technology Package**  
When available, you will be required to obtain enhanced WiFi/Cable services from the master provider at a monthly cost of **\$99.00**, which is added to and incorporated in your monthly rental payment. You are also allowed by law to obtain additional service of your choice, through the master provider and at your own expense.

<p>DocuSigned by:  Resident Signature</p>	Date	10/15/2021		<p>DocuSigned by:  Agent for Owner Signature</p>	Date	10/15/2021	
Resident Signature	Date						
Resident Signature	Date						
Resident Signature	Date						

**INSURANCE ADDENDUM**  
**(Liability Insurance Required)**

This Addendum ("Addendum") is dated and effective as of the date on the Apartment Lease Contract ("Lease") to which this addendum is attached and made a part of the Lease. As in the Lease, the resident(s) is/are referred to as "you" and the landlord is referred to as "us" or "we".

**Renter's Insurance:** You covenant and agree to purchase liability insurance a/k/a Renters Insurance (HO-4) on or before the commencement date of the Lease from an insurance carrier admitted in the state of GA. Your Liability insurance shall insure you and your guest(s), invitee(s), agent(s), and or any other person at the apartment community associated with you, on an occurrence basis as opposed to a claim made basis, against any liability occasioned by acts on or about the premises and/or any appurtenances to the premises. Such policy shall be written by an acceptable carrier with personal liability coverage limit of **\$300,000.00**. You will provide us with evidence on or before signing the Lease that the policy is sufficient, paid for and active. Furthermore, this Liability insurance policy shall name us as an additional insured and provide that we must be notified in writing not later than thirty (30) days in advance of cancellation of and/or modification(s) to the policy. You shall be responsible for renewing the liability policy not less than thirty (30) days prior to the expiration date of the policy, and must furnish the certificate and receipted invoice of payment to us. Failure by you to keep this policy current and active during the term of the Lease and any extension or renewal thereof shall be considered a material breach of the Lease and thus grounds for termination of the Lease. Termination of the Lease shall in no way relieve you of any outstanding liabilities and obligations owed to us and such liabilities and obligations shall survive any termination of the Lease under these recited conditions and/or otherwise.

You agree to pay **\$75.00** per month as a violation fee, in addition to all other charges under the Lease in the event your renter's insurance policy is cancelled at any time(s) during lease term.

This charge does not protect you and/or any occupant(s) and/or guest(s) and/or invitee(s) against personal loss or damage to your or their personal property and/or belongings. Only a separate renters' insurance policy binder purchased by you may do this. You acknowledge that insurance maintained by Lessor does not protect against loss or damage to your personal property or belongings, and does not cover your liability to us for loss or damage to the dwelling unit or otherwise at and around the apartment community caused by your actions and/or the actions of any of your occupant(s) and/or any guest(s) and/or invitee(s) and/or occupant(s) of your apartment and/or otherwise. You also acknowledge that you shall be liable to others, including, if applicable, us, for loss or damage caused by the negligent and/or intentional actions of you and/or your occupant(s) and/or guest(s) and/or invitee(s).

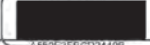
This Addendum is an integral and material part of the Lease. This Addendum may not be altered or amended in any way except in a writing signed by both you and us. By signing this Addendum, you acknowledge that you have read this Addendum fully and agree to all terms and provisions set forth herein.

The terms and provisions of this Addendum shall supersede anything to the contrary in the Lease and/or any other addendum to the Lease.


The terms and provisions of this Addendum shall not be construed more strongly against you or us regardless of who is more responsible for its preparation.

Nothing contained herein is intended nor shall it be construed to limit the liability of you, your occupant(s), guest(s) and/or invitee(s) to us, or otherwise limit our remedies against you and/or your occupant(s), guest(s), and/or invitee(s) for any breach of the Lease. Accordingly, you shall be responsible for all damage sustained by us, our agent(s), including, without limitation Robbins employee(s) and representative(s) and/or any others associated with us, caused by the negligent and/or intentional actions of you and/or your occupant(s) and/or guest(s) and/or invitee(s) and/or by any breach of the Lease.

Resident or Residents (all sign below)

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DocuSigned by:

  
\_\_\_\_\_  
Owners(s) Representative (signing on behalf of owner(s))

## PACKAGE ACCEPTANCE ADDENDUM

This Addendum ("Addendum") is dated and effective as of the date on the Apartment Lease Contract ("Lease") to which this addendum is attached and made a part of the Lease. As in the Lease the resident(s) is/are referred to as "you" and the landlord is referred to as "us" or "we".

For this system, you accept a monthly charge of 5.00 /month

You acknowledge that: Please initial the following:

- A secure package locker system is available on site. This system will accept packages on your behalf and send you notification of receipt. This system accepts packages from most carriers except USPS (United States Postal Service). We do not accept packages at the office.
- We do not sign for package deliveries. If a package delivery requires a signature, it is up to you to coordinate delivery with the carrier.
- Packages will be stored in the locker for up to 48 hours. You must retrieve package(s) from the locker within 48 hours (2 days) to avoid being charged a N/A daily fee. If any package is not retrieved in the designated time, you hereby grant us the right to return the package to the sender at your sole expense and charge as well as charge the daily fee to your account. Large or bulky packages will not be accepted. You will need to coordinate delivery or pickup of such package(s) with the carrier. We accept no liability for damage of packages or goods contained in the packages. We do not accept COD (Cash on Delivery) packages, parcels, or envelopes of any type.
- You hereby acknowledge and agree that we have no responsibility to notify you of the receipt by us of any package(s). It is your sole responsibility to instruct the delivering entity to notify you of any delivery. You assume all risks associated with authorizing us to accept packages on your behalf and agree that we are not responsible in any way whatsoever for any lost, misplaced, stolen and/or damaged package(s) and/or other items so delivered to us.
- In accordance with the foregoing, you hereby agree to indemnify, defend, and hold harmless us, our principal(s), agent(s) (including, without limitation, **Cavalier at 100** our joint and respective representatives, employees, directors, officers, members, partners and all associated with us from any and all damages and liability, including, without limitation, attorney fees, that may result from us accepting delivery of any package(s) on your behalf. Carriers must always attempt to deliver packages to your apartment as the office will not accept or sign for your packages.
- We do not accept liability or responsibility for any package(s), even if the carrier shows a delivery signature. If a package is lost or not delivered, it is your responsibility to work with the carrier to resolve the delivery issue. You assume all risk of loss with regard to the delivery of any package(s) to the community.

By signing below you acknowledge that you have read the foregoing and fully understand that we have shall have no liability associated in any way whatsoever with the convenience we offer you herein.

Resident or Residents (all sign below)

<p>DocuSigned by:  _____ Resident Signature</p>	<p>DocuSigned by:  _____ Agent for Owner Signature</p>
Date	10/15/2021 Date
_____ Resident Signature	_____ Date
_____ Resident Signature	_____ Date
_____ Resident Signature	_____ Date

CREDIT REPORTING ADDENDUM:

DISCLOSURE OF RESIDENT'S FINANCIAL RESPONSIBILITY RENTPLUS CHARGES

Upon execution of this addendum, Resident shall be enrolled in RentPlus, a credit reporting and financial tool that reports the timeliness and completeness of Resident's rent and other payments due under the Rental Agreement and this addendum. After a 30-day trial period of RentPlus services Resident will be charged a financial services fee of \$8.95 per month. In the event that there are multiple signers of this addendum, each signer will be separately enrolled in RentPlus for a combined fee of \$14.95 per month. Resident may opt out of RentPlus at any time, for any or no reason, by logging in at [my.rentplus.com/login](http://my.rentplus.com/login) and clicking on Account Settings, or by sending written notice of termination to RentPlus at RentPlus, 91 East 700 South, Logan UT 84332 – Attn: RentPlus Service Change. Resident's enrollment in RentPlus shall be subject to the terms and conditions of use that can be found at [www.rentplus.com/terms-of-use.html](http://www.rentplus.com/terms-of-use.html). The RentPlus services and fees may be altered, changed, terminated or otherwise modified by Rent Plus with thirty (30) days' advance notice to Resident. Resident(s) hereby acknowledge that Owner will provide the above described payment information to RentPlus and that Resident(s) will be enrolled in RentPlus.

Resident(s)' Signature \_\_\_\_\_  
\_\_\_\_\_

Community Staff Signature \_\_\_\_\_

Designed by:  
[Redacted]

Designed by:  
[Redacted]  
BREVISED 09/17/2015

Apt # 02206

**Addendum for Technology Package**

This Addendum ("Addendum") is dated and effective as of the date on the Apartment Lease Contract ("Lease") to which this addendum is attached and made a part of the Lease. As in the Lease, the resident(s) is/are referred to as "you" and the landlord is referred to as "us" or "we".

In order to facilitate immediate and continuous internet access and related services, your apartment is pre-equipped with a technology amenity package (hereinafter collectively referred to as "services"). The services commence immediately upon you taking occupancy of your apartment, without any need for any additional paperwork or other inconvenience to you. The charge for the technology package is \$99.00 per calendar month, payable to us in advance on the first day of each calendar month during the term of the Lease and any extension thereof. This charge is in addition to base rent and other amounts payable by you to us as set forth in the Lease and/or any other addendum to the Lease. Where applicable by law, this charge is hereby deemed additional rent for purpose of the Lease.

You may not alter and/or remove from the apartment any of the equipment and/or related paraphernalia associated with the services. You are responsible to us for damage to, loss of, or the non-return of any such equipment and/or related paraphernalia.

We may change the television programming availability and Internet speed at any time provided that such change is made for all residents at the apartment community.

You acknowledge that we may, upon thirty (30) days written notice to you, terminate any or all of the services and adjust the additional rental we charge you for the services accordingly. Should our monthly costs for any of these services increase during the Lease term, you agree that we may, upon thirty (30) days written notice to you, increase the amount that you are required to pay to us for the services.

You understand that we may disconnect this service for non-payment of the service and/or the rent. In the event we disconnect the service, a reconnection fee of \$50.00 will be assessed.

This Addendum is an integral and material part of the Lease. This Addendum may not be altered or amended in any way except in a writing signed by both you and us. By signing this Addendum, you acknowledge that you have read this Addendum fully and agree to all terms and provisions set forth herein.

The terms and provisions of this Addendum shall supersede anything to the contrary in the Lease and/or any addendum to the Lease.

The terms and provisions of this Addendum shall not be construed more strongly against you or us regardless of who is more responsible for its preparation.

Resident or Residents (all sign below)

Owners(s) Representative (signing on behalf of owner(s))

DocuSigned by:  
  
Resident Signature

DocuSigned by:  
  
Agent for Owner Signature

10/15/2021

Date

Resident Signature

Resident Signature

Resident Signature

1 of 1

**Cavalier at 100**  
**Resident ledger - as of Property date: 03/16/2022**

Unit	Date	Period	Ctrf#	Code	Description	Doc#	*	Charges	Credits	Balance
02206	03/04/2022			LATEFEE	March late fees			\$150.00		\$10171.11
02206	03/01/2022	032022		RENTINS	Renters Insurance Charges			\$75.00		\$10021.11
02206	03/01/2022	032022		RENT	Rent			\$1570.00		\$9946.11
02206	03/01/2022	032022		PESTCTRL	Pest Control			\$10.00		\$8376.11
02206	03/01/2022	032022		VALET	Valet Trash			\$25.00		\$8366.11
02206	03/01/2022	032022		WATER/SEWER	Water/Sewer Charge			\$70.00		\$8341.11
02206	03/01/2022	032022		CABLE	Technology Package Charges			\$99.00		\$8271.11
02206	03/01/2022	032022		TRASH	Trash Removal			\$10.00		\$8172.11
02206	03/01/2022	032022		PACKAGE	Package Locker Fee			\$5.00		\$8162.11
02206	02/28/2022	032022		CREDITRPT	RentPlus Credit Reporting - 01/01/22- 4044502282202022124 01/31/22			\$8.95		\$8157.11
02206	02/04/2022			LATEFEE	February late fees			\$150.00		\$8148.16
02206	02/01/2022	022022		RENTINS	Renters Insurance Charges			\$75.00		\$7998.16
02206	02/01/2022	022022		RENT	Rent			\$1570.00		\$7923.16
02206	02/01/2022	022022		PESTCTRL	Pest Control			\$10.00		\$6353.16
02206	02/01/2022	022022		VALET	Valet Trash			\$25.00		\$6343.16
02206	02/01/2022	022022		WATER/SEWER	Water/Sewer Charge			\$70.00		\$6318.16
02206	02/01/2022	022022		CABLE	Technology Package Charges			\$99.00		\$6248.16
02206	02/01/2022	022022		TRASH	Trash Removal			\$10.00		\$6149.16
02206	02/01/2022	022022		PACKAGE	Package Locker Fee			\$5.00		\$6139.16
02206	01/28/2022	022022		CREDITRPT	RentPlus Credit Reporting - 12/01/21- 4044501282202084124 12/31/21			\$8.95		\$6134.16
02206	01/04/2022			LATEFEE	January late fees			\$150.00		\$6125.21
02206	01/01/2022	012022		RENTINS	Renters Insurance Charges			\$75.00		\$5975.21
02206	01/01/2022	012022		RENT	Rent			\$1570.00		\$5900.21
02206	01/01/2022	012022		PESTCTRL	Pest Control			\$10.00		\$4330.21
02206	01/01/2022	012022		VALET	Valet Trash			\$25.00		\$4320.21
02206	01/01/2022	012022		WATER/SEWER	Water/Sewer Charge			\$70.00		\$4295.21
02206	01/01/2022	012022		CABLE	Technology Package Charges			\$99.00		\$4225.21
02206	01/01/2022	012022		TRASH	Trash Removal			\$10.00		\$4126.21
02206	01/01/2022	012022		PACKAGE	Package Locker Fee			\$5.00		\$4116.21
02206	12/28/2021	012022		CREDITRPT	RentPlus Credit Reporting - 11/01/21-4044512282102084322 11/30/21			\$8.95		\$4111.21
02206	12/04/2021			LATEFEE	December late fees			\$150.00		\$4102.26
02206	12/01/2021	122021		RENTINS	Renters Insurance Charges			\$75.00		\$3952.26
02206	12/01/2021	122021		RENT	Rent			\$1570.00		\$3877.26
02206	12/01/2021	122021		PESTCTRL	Pest Control			\$10.00		\$2307.26
02206	12/01/2021	122021		VALET	Valet Trash			\$25.00		\$2297.26
02206	12/01/2021	122021		WATER/SEWER	Water/Sewer Charge			\$70.00		\$2272.26
02206	12/01/2021	122021		CABLE	Technology Package Charges			\$99.00		\$2202.26
02206	12/01/2021	122021		TRASH	Trash Removal			\$10.00		\$2103.26
02206	12/01/2021	122021		PACKAGE	Package Locker Fee			\$5.00		\$2093.26
02206	11/24/2021	122021		ATTRNY	Attorney Or Legal Charges - [REDACTED]			\$300.00		\$2088.26
02206	11/15/2021	112021		RENT	Rent			\$837.33		\$1788.26
02206	11/15/2021	112021		PESTCTRL	Pest Control			\$5.33		\$950.93
02206	11/15/2021	112021		TRASH	Trash Removal			\$5.33		\$945.60
								Balance		\$10,171.11

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Unit	Date	Period	Ctrl#	Code	Description	Doc#	*	Charges	Credits	Balance
02206	11/15/2021	112021		VALET	Valet Trash			\$13.33		\$940.27
02206	11/15/2021	112021		WATER/SEWER	Water/Sewer Charge			\$37.33		\$926.94
02206	11/15/2021	112021		CABLE	Technology Package Charges			\$52.80		\$889.61
02206	11/15/2021	112021		PACKAGE	Package Locker Fee			\$2.67		\$836.81
02206	11/04/2021			LATEFEE	November late fees			\$150.00		\$834.14
02206	11/01/2021	112021		RENT	Rent			\$637.00		\$684.14
02206	11/01/2021	112021		PESTCTRL	Pest Control			\$3.27		\$47.14
02206	11/01/2021	112021		WATER/SEWER	Water/Sewer Charge			\$26.60		\$43.87
02206	11/01/2021	112021		VALET	Valet Trash			\$11.67		\$17.27
02206	11/01/2021	112021		TRASH	Trash Removal			\$3.27		\$5.60
02206	11/01/2021	112021		PACKAGE	Package Locker Fee			\$2.33		\$2.33
02206	10/10/2021	102021	445	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	S1F0QZ1NLA2			\$1616.00	\$0.00
02206	10/04/2021			LATEFEE	October late fees			\$150.00		\$1616.00
02206	10/01/2021	102021		RENT	Rent			\$1365.00		\$1466.00
02206	10/01/2021	102021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	10/01/2021	102021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	10/01/2021	102021		VALET	Valet Trash			\$25.00		\$37.00
02206	10/01/2021	102021		TRASH	Trash Removal			\$7.00		\$12.00
02206	10/01/2021	102021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	09/03/2021	092021	418	PMTOPACH	WelcomeHome ACH payment -- [REDACTED]	GFPK3LYMLA4			\$1466.00	\$0.00
02206	09/01/2021	092021		RENT	Rent			\$1365.00		\$1466.00
02206	09/01/2021	092021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	09/01/2021	092021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	09/01/2021	092021		VALET	Valet Trash			\$25.00		\$37.00
02206	09/01/2021	092021		TRASH	Trash Removal			\$7.00		\$12.00
02206	09/01/2021	092021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	08/03/2021	082021	417	PMTOPACH	WelcomeHome ACH payment -- [REDACTED]	D4D6J5VMLA5			\$1466.00	\$0.00
02206	08/01/2021	082021		RENT	Rent			\$1365.00		\$1466.00
02206	08/01/2021	082021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	08/01/2021	082021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	08/01/2021	082021		VALET	Valet Trash			\$25.00		\$37.00
02206	08/01/2021	082021		TRASH	Trash Removal			\$7.00		\$12.00
02206	08/01/2021	082021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	07/01/2021	072021		RENT	Rent			\$1365.00		\$0.00
02206	07/01/2021	072021		PESTCTRL	Pest Control			\$7.00		-\$1365.00
02206	07/01/2021	072021		WATER/SEWER	Water/Sewer Charge			\$57.00		-\$1372.00
02206	07/01/2021	072021		VALET	Valet Trash			\$25.00		-\$1429.00
02206	07/01/2021	072021		TRASH	Trash Removal			\$7.00		-\$1454.00
02206	07/01/2021	072021		PACKAGE	Package Locker Fee			\$5.00		-\$1461.00
02206	06/15/2021	062021	448	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	M89Q0SQMMA1			\$1466.00	-\$1466.00
02206	06/01/2021	062021	431	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	CFX3J1NMLA8			\$1466.00	\$0.00
02206	06/01/2021	062021		RENT	Rent			\$1365.00		\$1466.00
02206	06/01/2021	062021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	06/01/2021	062021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	06/01/2021	062021		VALET	Valet Trash			\$25.00		\$37.00
02206	06/01/2021	062021		TRASH	Trash Removal			\$7.00		\$12.00
02206	06/01/2021	062021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	05/02/2021	052021	418	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	B47V00LMLA7			\$1466.00	\$0.00
									Balance	\$10,171.11

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Unit	Date	Period	Ctrl#	Code	Description	Doc#	*	Charges	Credits	Balance
02206	05/01/2021	052021		RENT	Rent			\$1365.00		\$1466.00
02206	05/01/2021	052021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	05/01/2021	052021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	05/01/2021	052021		VALET	Valet Trash			\$25.00		\$37.00
02206	05/01/2021	052021		TRASH	Trash Removal			\$7.00		\$12.00
02206	05/01/2021	052021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	04/01/2021	042021		RENT	Rent			\$1365.00		\$0.00
02206	04/01/2021	042021		PESTCTRL	Pest Control			\$7.00		\$-1365.00
02206	04/01/2021	042021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$-1372.00
02206	04/01/2021	042021		VALET	Valet Trash			\$25.00		\$-1429.00
02206	04/01/2021	042021		TRASH	Trash Removal			\$7.00		\$-1454.00
02206	04/01/2021	042021		PACKAGE	Package Locker Fee			\$5.00		\$-1461.00
02206	03/15/2021	032021	445	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	D6844WCMLA5			\$1466.00	\$-1466.00
02206	03/01/2021	032021	412	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	057F1WCMLA4			\$1466.00	\$0.00
02206	03/01/2021	032021		RENT	Rent			\$1365.00		\$1466.00
02206	03/01/2021	032021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	03/01/2021	032021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	03/01/2021	032021		VALET	Valet Trash			\$25.00		\$37.00
02206	03/01/2021	032021		TRASH	Trash Removal			\$7.00		\$12.00
02206	03/01/2021	032021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	02/03/2021	022021	425	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	VRX8J49MLA2			\$1466.00	\$0.00
02206	02/01/2021	022021		RENT	Rent			\$1365.00		\$1466.00
02206	02/01/2021	022021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	02/01/2021	022021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	02/01/2021	022021		VALET	Valet Trash			\$25.00		\$37.00
02206	02/01/2021	022021		TRASH	Trash Removal			\$7.00		\$12.00
02206	02/01/2021	022021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	01/05/2021	012021	424	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	CNDGLS6MLA8			\$1616.00	\$0.00
02206	01/04/2021			LATEFEE	January late fees			\$150.00		\$1616.00
02206	01/01/2021	012021		RENT	Rent			\$1365.00		\$1466.00
02206	01/01/2021	012021		PESTCTRL	Pest Control			\$7.00		\$101.00
02206	01/01/2021	012021		WATER/SEWER	Water/Sewer Charge			\$57.00		\$94.00
02206	01/01/2021	012021		VALET	Valet Trash			\$25.00		\$37.00
02206	01/01/2021	012021		TRASH	Trash Removal			\$7.00		\$12.00
02206	01/01/2021	012021		PACKAGE	Package Locker Fee			\$5.00		\$5.00
02206	12/01/2020	122020		RENT	Rent			\$1365.00		\$0.00
02206	12/01/2020	122020		PESTCTRL	Pest Control			\$7.00		\$-1365.00
02206	12/01/2020	122020		WATER/SEWER	Water/Sewer Charge			\$57.00		\$-1372.00
02206	12/01/2020	122020		VALET	Valet Trash			\$25.00		\$-1429.00
02206	12/01/2020	122020		TRASH	Trash Removal			\$7.00		\$-1454.00
02206	12/01/2020	122020		PACKAGE	Package Locker Fee			\$5.00		\$-1461.00
02206	11/30/2020	122020	416	PMTOPCARD	WelcomeHome card payment -- [REDACTED]	RVVZ5B2MLA7			\$21.74	\$-1466.00
02206	11/14/2020	112020		RENT	Rent			\$773.50		\$-1444.26
02206	11/14/2020	112020		APPROVAL	Approval Fee			\$200.00		\$-2217.76
02206	11/14/2020	112020		PESTCTRL	Pest Control			\$3.97		\$-2417.76
02206	11/14/2020	112020		WATER/SEWER	Water/Sewer Charge			\$32.30		\$-2421.73
02206	11/14/2020	112020		TRASH	Trash Removal			\$3.97		\$-2454.03
02206	11/14/2020	112020		VALET	Valet Trash			\$14.17		\$-2458.00
02206	11/14/2020	112020		UTILITYFEE	Utility Fee			\$25.00		\$-2472.17
02206	11/14/2020	112020		PACKAGE	Package Locker Fee			\$2.83		\$-2497.17
								Balance		\$10,171.11

[https://robbinselectramanagement.onesite.realpage.com/shell\\_cb/genericmodals/modalsupe...](https://robbinselectramanagement.onesite.realpage.com/shell_cb/genericmodals/modalsupe...) 3/16/2022

Unit	Date	Period	Ctrl#	Code	Description	Doc#	*	Charges	Credits	Balance
02206	10/30/2020	112020	415	PMTOPIRD	Check Scan - [REDACTED]	20940002901			\$1000.00	\$-2500.00
02206	10/30/2020	112020	415	PMTOPIRD	Check Scan - [REDACTED]	20940002902			\$1000.00	\$-1500.00
02206	10/30/2020	112020	415	PMTOPIRD	Check Scan - [REDACTED]	20940002903			\$500.00	\$-500.00
02206	10/12/2020	102020		APPROVAL	Screening Additional Fee			\$300.00		\$0.00
02206	10/12/2020	102020		APPFEE	Online Application Fee			\$50.00		\$-300.00
02206	10/12/2020	102020		ADMINFEE	Online Admin/Move In Fee			\$175.00		\$-350.00
07407	10/12/2020	102020	442	PMTOPCARD	[REDACTED] Online Payment Fee	N8G14WWLLA1			\$300.00	\$-525.00
07407	10/12/2020	102020	442	PMTOPCARD	[REDACTED] Online Payment Fee	S6HN4WWLLA8			\$225.00	\$-225.00
								<b>Balance</b>		<b>\$10,171.11</b>

[https://robbinselectramanagement.onesite.realpage.com/shell\\_cb/genericmodals/modalsupe...](https://robbinselectramanagement.onesite.realpage.com/shell_cb/genericmodals/modalsupe...) 3/16/2022

# APPENDIX 2

## SAFERENT® SCORE REPORT

9/9/2020	CoreLogic® Rental Property Solutions	September 9, 2020 4 : 46 PM
<b>SAFERENT® SCORE REPORT</b>		
<b>REPORT INFORMATION</b>		
<b>Transaction No:</b> 0058747702	<b>Performed By:</b> ACOLE3	
<b>Performed On:</b> Friday August 21, 2020 / 15:12:15 EDT	<b>Property:</b> RW809 - The Park at Carrigan	
<b>Request ID:</b> R2V0X1Q1		
<b>APPLICANT INFORMATION</b>		
<b>Name:</b> [REDACTED]	<b>SSN:</b> [REDACTED]	
<b>Monthly Income:</b> \$0	<b>DOB:</b> [REDACTED]	
<b>Phone:</b> 0000000000	<b>Email:</b> [REDACTED]	
<b>Current Address:</b> [REDACTED]	<b>Previous Address:</b>	
<b>YOUR COMMUNITY'S DECISION</b>		
<b>Applicant Decision:</b> DECLINE - 292		
Decline \$300 High Risk Fee		
YOUR MANAGEMENT COMPANY ESTABLISHES CRITERIA (DECISION POINTS) APPROPRIATE FOR APPROVAL OF APPLICANTS TO YOUR COMMUNITY. QUESTIONS REGARDING THESE CRITERIA SHOULD BE DIRECTED TO YOUR MANAGEMENT COMPANY.		
<b>SCORE ATTRIBUTE</b>		
If improved, the following items could positively impact this applicant's score.		
** Credit		
** Application Data		
<b>LEASE INFORMATION</b>		
<b>Monthly Rent:</b> \$912	<b>Security Deposit:</b> \$0	
<b>Total Income:</b> \$783	<b>Lease Term:</b> 11 Month(\$) Month(\$)	
<b>Bedrooms:</b>	<b>Marketing Source:</b>	
<b>Client Reference:</b>	<b>Rent/Income:</b> 100%	
<p>SafeRent® Score is designed as a useful predictor tool, but is not a guarantee of the future performance of an applicant. <b>WARNING:</b> A person must have permissible purpose under the Fair Credit Reporting Act (FCRA; 15 U.S.C. 1681-1681y) to obtain a consumer report. The FCRA provides that any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution, including fines and possible imprisonment. A consumer reporting agency may not prohibit users from disclosing the contents of the report directly to the consumer, however the FCRA under most instances does not require users to do so. It is recommended that users refer all consumer inquiries regarding the information contained in this report directly to CoreLogic Rental Property Solutions LLC. The Federal Trade Commission has said that consumer report users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA. More information about consumer report user's obligations is available at <a href="http://www.ftc.gov/credit">www.ftc.gov/credit</a>.</p>		
<a href="https://staging.residentscreening.net/rpn_monitoring/default.aspx?WEBACCESSESSIONID=76e381f7-67e1-4b2f-9377-f10971e89376&amp;and=view_ra...">https://staging.residentscreening.net/rpn_monitoring/default.aspx?WEBACCESSESSIONID=76e381f7-67e1-4b2f-9377-f10971e89376&amp;and=view_ra...</a> 1/1		

## APPENDIX 3

# LIST OF ORGANIZATIONS SIGNED ON TO THE FTC COMMENT

These are the 39 organizations that originally signed on to the February 8, 2023 comments to the FTC that formed the basis of this report.

### National Organizations

- National Consumer Law Center (on behalf of its low-income clients)
- Center for Digital Democracy
- Consumer Action
- Consumer Reports
- Housing Justice Center
- Liberation in a Generation
- National Association of Consumer Advocates
- National Housing Law Project
- Public Good Law Center
- Revolving Door Project
- Private Equity Stakeholder Project
- Unidos US

### State and Local Organizations

- ACLAMO (PA)
- Alaska PIRG
- BASTA, Inc. (CA)
- California Low-Income Consume Coalition (CLICC)
- Charlotte Center for Legal Advocacy (NC)
- Consumer Federation of California
- Economic Action Maryland
- Greater Hartford Legal Aid (CT)
- Greater Napa Valley Fair Housing Center (CA)
- HOME Line (MN)
- Indiana Legal Services, Inc.
- Jacksonville Area Legal Aid (FL)
- Law Center for Better Housing (IL)

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Legal Aid Justice Center (VA)  
Legal Aid Society of Southwest Ohio  
Legal Services of Greater Miami, Inc. (FL)  
Michigan Poverty Law Program  
Mountain State Justice, Inc. (WV)  
New Jersey Citizen Action  
Oregon Consumer Justice  
Peoples Law Center—Centro de Derecho de la Gente (WI)  
Tzedek DC  
United Tenants of Albany (NY)  
Vermont Legal Aid  
Virginia Poverty Law Center  
Volunteer Lawyers for Justice (NJ)  
William E. Morris Institute for Justice (AZ)

## ENDNOTES

1. See, e.g., April Kuehnhoff, et al., Nat'l Consumer Law Ctr., [Unfair Debts With No Way Out: Consumers Share Their Experiences With Rental Debt Collectors](#) (2022).
2. Open letter from HUD Secretary Marcia Fudge to Colleagues, Housing Providers, State and Local Leaders, March 7, 2023.
3. Joint Ctr. for Hous. Studies of Harvard Univ., [America's Rental Housing](#) 26 (2020).
4. See Andrew Aurand, et al., Nat'l Low Income Hous. Coal., [The Gap: A Shortage of Affordable Homes](#) 1–2 (2021); see also Ctr. on Budget & Pol'y Priorities, [Tracking the COVID-19 Economy's Effects on Food, Housing, and Employment Hardships](#) (2021).
5. Although the increase in rent prices has slowed in recent months, rent prices still continue to grow faster than they did before the beginning of the COVID-19 pandemic. Diana Olick, [Rent growth slows to the lowest level in 18 months](#), CNBC (Nov. 17, 2022); see also Monica Potts & Holly Fuong, [Rents Are Still Higher Than Before the Pandemic—And Assistance Programs Are Drying Up](#), FiveThirtyEight (Jan. 9, 2023). The average rent increase for one- and two-bedroom apartments from 2021 to 2022 was 24.2%. Jennifer Brozic & Andrew Depietro, Credit Karma, [Average rent increase in the U.S. in 2022: A Credit Karma Study](#) (2022).
6. Press Release, U.S. Census Bureau, [More Than 19 Million Renters Burdened by Housing Costs](#) (Dec. 8, 2022) (data from 2017-2021 period).
7. See Bo McMillan & Reggie Jackson, [Corporate Landlords Profit from Segregation, at Cost of Black Homeownership and Wealth](#), Shelterforce (October 19, 2022) (“One 2022 paper from the University of California uncovered how a major profit strategy for corporate landlords has been to saddle tenants with a litany of atypical charges and fees in addition to rent hikes”).
8. Heather Vogell, [When Private Equity Becomes Your Landlord](#), ProPublica (Feb. 7, 2022).
9. See Nat'l Consumer Law Ctr., [Assisting Consumers with Rental Debt During COVID-19: Legal Aid and Non-Profit Attorneys Share Their Experiences](#) (2021).
10. TransUnion Independent Landlord Survey Insights, TransUnion SmartMove (Aug. 7, 2017).
11. See Nat'l Consumer Law Ctr., [Salt in the Wound: How Eviction Records and Back Rent Haunt Tenant Screening Reports and Credit Scores](#) (2020).
12. Nat'l Equity Atlas, [Rent Debt in America: Stabilizing Renters is Key to Equitable Recovery](#) (last visited Jan. 3, 2023).
13. See Chi Chi Wu, [Reparations, Race, and Reputation in Credit: Rethinking the Relationship Between Credit Scores and Reports with Black Communities](#), Medium (Aug. 7, 2020).
14. AiteNovarica, [Charting the Course and Steering Toward Success: The Collections Industry in 2022](#), at 5 (2022).
15. AiteNovarica, [A Transition to the Next Normal: The Collections Industry in 2021](#), at 13 (2021).
16. Aite, [A Year of Pivots, Challenges and Opportunities: The Collections Industry in 2020](#), at 13 (2021).
17. Aite, [Challenges, Trends and Innovations: The State of Third-Party Collections](#), at 10 (2019).
18. AiteNovarica, [Charting the Course and Steering Toward Success: The Collections Industry in 2022](#), at 18 (2022).
19. Not all respondents provided narrative responses about the fees they reported seeing.
20. For more on application fees, see Eric Dunn, [The Case Against Rental Application Fees](#), 30 Geo. J. on Poverty L. & Pol'y 21 (2022).
21. For centuries, the common law prohibited penalty fees or liquidated damages provisions that exceeded the cost of the transgression. Part of the reason was that over-compensatory fees create strong incentives for the receiving party (in this case, the landlord) to engage in practices that induce a breach or transgression. See Chi Chi Wu, Nat'l Consumer Law Ctr.,

Restoring the Wisdom of the Common Law: Applying the Historical Rule Against Contractual Damages to Bank Overdraft Fees (2013).

22. See Nat'l Consumer Law Ctr., Consumer Banking and Payments Law § 5.10.3.1 (6th ed. 2018), updated at [www.nclc.org/library](http://www.nclc.org/library) (discussing interchange fees).
23. LeaseLock, a “lease insurance provider,” is discussed separately in Section J.
24. Such practices are reminiscent of abuses by mortgage and auto lenders in imposing high-priced force placed insurance on borrowers. See Nat'l Consumer Law Ctr., *Mortgage Servicing and Loan Modifications* §§ 2.7, 3.6.1 (2019), updated at [www.nclc.org/library](http://www.nclc.org/library); Nat'l Consumer Law Ctr., *Unfair and Deceptive Acts and Practices* § 9.5.10 (10th ed. 2021), updated at [www.nclc.org/library](http://www.nclc.org/library).
25. Although many advocates commented that corporate landlords are the worst offenders when it comes to fees, one Washington advocate stated that small landlords are just as bad—they are just less organized.
26. For an example of a tenant screening company's involvement in the high-risk determination, see the Appendix to Addendum 1 (showing a SafeRent Score Report from CoreLogic Rental Property Solutions (now SafeRent Solutions LLC)).
27. For more on security deposit replacement products, see Nat'l Hous. Law Project, [Regarding Security Displacement Products](#) (2022).
28. LeaseLock is a “lease insurance provider” that “eliminates security deposits, surety bonds, cosigners and guarantors.” According to its website, LeaseLock's billing is integrated with the leasing process such that a “monthly deposit waiver fee is automatically collected along with monthly rent.” Although the tenant foots the bill—which ranges from \$16 to \$39 per month—the insurance that LeaseLock provides is payable to the landlord, not the tenant. LeaseLock, [Frequently Asked Questions](#) (last visited Jan. 4, 2023).
29. See Kelly Thompson Cochran, Colin Foos, & Michael Stegman, RenRegLab & Urban Inst., [Utility, Telecommunications, and Rental Data in Underwriting Credit app. D](#), at 99 (2021). For a discussion of the risks of this practice, see Nat'l Consumer Law Ctr., [Even the Catch-22s Come With Catch-22s: Potential Harmz & Drawbacks of Rent Reporting](#) (2022).
30. See, e.g., Kuehnhoff, et al., *supra* note i.
31. [Open letter from HUD Secretary Marcia Fudge to Colleagues, Housing Providers, State and Local Leaders](#), March 7, 2023.



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