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Request for Secondary Review of Security Deposit Refund

T-Square Properties strives to ensure a fair distribution of the security deposit between the Landlord and Tenant based on all available information regarding the condition of the property just prior to the move-in and just after the move-out. However, we do recognize that there may be situations where you have additional information that we initially did not take into account.

The purpose of this secondary review is to make sure that you have the opportunity to provide additional information when you are not satisfied with the rationale for the return or withholding of your security deposit funds. Once this form is submitted, our review committee will objectively review all information, including your comments, solicit any additional information from the Landlord (in some cases the Tenant) and make any appropriate adjustments. The process will follow the following steps:

1. Submission of the Request for Secondary Review of Security Deposit (by you)
2. Review Committee will re-assess based on all available information including your account.
3. Within 10 days of the submission date, you will notified of the Committees findings along with any adjustments or explanations.
4. If there are any adjustments to the deposit based on the findings you will either receive a check or possibly an invoice for additional amounts owed.

If you would like T-Square Properties to conduct this committee review, please complete the following information in as much detail as possible. If needed you may attach an additional page or attachment documents to make your case.

Today's Date: 11/14/2013

Name of Tenants on Lease: Michael [REDACTED], Andrea [REDACTED], Nicholas [REDACTED]

Property Address: [REDACTED] NE Duvall, WA 98019

Current Address: [REDACTED] Woodinville, WA 98072

Current E-Mail: [REDACTED]@gmail.com

Date of Move-out: 10/31/2013

In the space below state what you are disputing regarding the return of your security deposit. Be specific and provide any evidence that helps make your point. Examples may be e-mails, pictures, or any other documents:

Ms. Tollifson,

Andrea and Myself are disputing the 6 hours of cleaning at the residence we leased from T-Square Properties. The place was immaculate when we finished cleaning it. Aboda Cleaning Services is misrepresenting spending 6 hours cleaning in this home. I am in the property management business and I know what needs to be cleaned at move out. Literally no work was needed and yet they say they spent 6 hours cleaning. Every area of this house was thoroughly cleaned including under the fridge, oven, and washer and dryer. All cabinets, counters, appliances, windows, window sills, shelves, floors, doors and door hardware, garage and yard were cleaned. I personally repaired damaged walls that were there when we moved in. Please have Adobe provide a breakdown of the work they performed for the price of \$361.80. Thank you for your consideration and help in this dispute with Adoba Services. Mike & Andrea.

Your request will be responded to in e-mail within 10 business days of receipt of your Request for Review.

Review Committee Findings and Recommendations

Date of Review: November 21, 2013

Date of Request: November 15, 2013

Tenants: Michael [REDACTED], Nicholas [REDACTED], Andrea [REDACTED]

Landlord: John and Holly [REDACTED]

Resources used: Move-in Condition Report, Move-out Condition Report, Written comments from the Tenant, Move-in condition photos, Move-out condition photos, Correspondence from maintenance personnel, Comments from vendor, Invoices for cleaning before move in and after move out.

General Information: According to Lease documents the Tenant took possession of the home on November 26, 2011. The Tenant gave proper notice that they were going to vacate on October 31, 2013. The Landlord deducted \$142.73 for unpaid utilities (water/sewer billing), \$361.80 for general cleaning, and \$146.73 for metal blind cleaning.

The committee has objectively reviewed all available information to determine the fairness of the Security Deposit issues brought to our attention by the Tenant. Based on our findings we make the following recommendations:

- 1. Regarding Tenants' assertion that they should not be charged \$361.80 for residual cleaning. Tenants state that they cleaned the home well, and the home should not have required additional hours (6) of cleaning by a professional cleaning company:**

A full review of photos taken at move out by the Landlord's Agent show that the property was left in a generally clean state but less than that of the condition it was in when the Tenants took possession. Move-out photos show numerous areas of dirt which were also noted on the Move Out Inspection report. Specifically, dirt was noted in: kitchen and bathroom floors, above the stove, in the bathtub/on fixtures; notes indicate several light globes remained dirty and/or contained bugs, drawers in the kitchen and bathroom were noted as having dirt and/or dust inside. Additionally, the wood blinds were all were noted as being dusty. Records indicate that the Tenants were sent an email on October 10th by Landlord's Agent which included basic move out instructions and a detailed cleaning checklist, for use in their cleaning process. A review of the instructions to the cleaning vendor revealed that it was requested that all wood blinds be cleaned in addition to the general cleaning items. The move out instructions and cleaning checklist provided to the Tenants were not fully adhered to. In addition, invoices on file show that the wood blinds, as well as regular general cleaning and blind cleaning were performed just prior to the Tenant's move in.

While it is apparent that the Tenant made considerable efforts to clean the home, it fell short of the requirements set forth by the condition the home was in at the time of move-in. Based on the information provided does indicate that additional cleaning was warranted.

The cleaning vendor's invoice indicates that it took their team six hours to complete the cleaning. This would seem to be a reasonable amount of time at a reasonable rate to have the home restored to its original state of cleanliness.

Recommendation: It is the Committee's recommendation that the Landlord retain the amount of \$361.80, which was withheld from the Tenant's Security Deposit to pay for the general cleaning and cleaning of the wood blinds by Aboda Cleaning Services.



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4. If there are any adjustments to the deposit based on the findings you will either receive a check or possibly an invoice for additional amounts owed.

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Today's Date: 09/30/2013

Name of Tenants on Lease: Kevin [REDACTED] & Rachelle [REDACTED]

Property Address: [REDACTED] SW, Mukilteo WA 98275

Current Address: [REDACTED], Anacortes WA 98221

Current E-Mail: [REDACTED]@[REDACTED].com

Date of Move-out: 09/08/2013

In the space below state what you are disputing regarding the return of your security deposit. Be specific and provide any evidence that helps make your point. Examples may be e-mails, pictures, or any other documents:

Video and photos of move-out can be found here:

[REDACTED]

Receipts for mulch attached.

Please see attached sheet for comments.

Your request will be responded to in e-mail within 10 business days of receipt of your Request for Review.

Review Committee Findings and Recommendations

Date of Review: October 3, 2013

Date of Request: September 30, 2013

Tenants: Kevin [REDACTED] & Rachelle [REDACTED]

Landlord : Kelly [REDACTED]

Resources used in review: Move-in Condition Report, Move-out Condition Report, Written comments from the Tenant, Tenant correspondence, Move-in condition photos, Move-out condition photos, Correspondence from maintenance vendor, photos provided by Tenant,.

General Information: According to Lease documents the Tenant took possession of the home on December 5, 2012. The Tenant gave notice that they were going to break their lease prior to the agreed upon lease term and remained financially responsible for lease obligations until September 19th when a new tenant took possession. The Landlord deducted \$159.25 for unpaid utilities, \$142.35 for general cleaning, and 76.65 for General maintenance.

The committee has objectively reviewed all available information to determine the fairness of the Security Deposit issues brought to our attention by the Tenant. Based on our findings we make the following recommendations:

- 1. Regarding Tenants' Assertion that the property was not in clean condition when they moved in and that they should therefore not be responsible for the respective cleaning after they vacated.** Work orders indicate that professional cleaning had been conducted and paid for by the Landlord one day prior to the Tenant moving in and certified as move-in ready. The move-in condition report was completed on December 5, 2012, the day the Tenants moved in. There were many comments notating various scratches, stains, scuffs, chips, and marks in most of the rooms. The report, signed by the Tenant and the Landlord's Agent, has no mention of cleaning issues other than dust on the kitchen faucet, dust on the window track in one bedroom, and a dusty door in bathroom 2. The Move-out Condition report, conducted by the Landlord's Agent, on September 9, 2013 indicates various areas of cleaning and damage needed to bring the property up to move-in ready condition again. It appears that only the cleaning was charged to the Tenant's Security Deposit, while the repairs and landscaping were absorbed by the Landlord. Among the cleaning items notated were: dusty blinds and doors, window tracks dirty in various rooms, family room window ledge dirty, kitchen floor not swept, kitchen countertop dirty, top of microwave dirty, dishwasher seals dirty, mold and dirt around bottom edge of master bedroom window, mildew and dirt around another bedroom window, spots on the bathroom door, dirty hall bathroom sink.

A review of photos taken at move-in and photos taken after move-out validate these findings. A review of e-mails shows that the Landlord's Agent had provided the Tenant a move-out checklist and other instructions to help guide the proper cleaning of the home on August 8, 2013. While the photos provided by Mr. Stunger help establish general condition of the home, they are not specific to the areas of concern as noted on the move-out inspection report.

Recommendation: The committee has determined that while the Tenant may have made considerable efforts to clean the home it fell short of getting it back into the move-in ready condition that it was when they moved in. The checklist was not fully adhered to. In addition, the 4 hours of cleaning invoiced by the cleaning vendor seems reasonable for the amount of cleaning required to get the home back into the same condition it was in when the Tenants took occupancy. No additional refund recommended from Landlord to Tenant.

2. **Regarding Tenants' Assertion that they shouldn't be responsible for light bulbs that were left burned out.** A review of the move-out inspection report indicated that the tenant vacated while not replacing five burned out bulbs: 2 in the family room, 2 in the hall and, one in the bedroom. However, it is also noted on the move-in inspection report that there were numerous (5) bulbs out at the time of move-in.

Recommendation: The committee has determined that since there were bulbs burned out at move-in and, albeit different bulbs, burned out at the time of move-out, that the tenant should not be responsible for the labor or cost of replacing these bulbs. It is recommended that the Tenant be reimbursed in the amount of the invoice \$76.65 from the Landlord's account.

Today's Date: September 21, 2013

Name of Tenants on Lease: David S. and Suzanne S.

Property Address: 10829 XXth Ave. SE, Unit 3B, Everett, WA 98208

Current Address: 6223 XXXXX Rd., Unit A, Everett, WA 98203

Current E-mail: xxxxxxx@hotmail.com

Date of Move-Out: August 23, 2013

I have a number of complaints about the move-out process with T-Square Management. First, we never were notified the date of the move-out inspection so that we could be present for it. I understand that this is not required by law, but in my opinion, it is simply bad business and opens the door to overcharge for services and to exaggerate or create bogus work claims, which seems to have happened in our case. Second, we never received a form detailing what needed to be completed in the unit in order to have our full deposit refunded, e.g., cleaning underneath appliances, cable outlet loose that we never used, cleaning wire shelving. Third, on page two #8 of the *Residential Lease/Rental Agreement*, we were charged a \$250.00 *Non-Refundable Cleaning Fee when we moved in to "...professionally clean the floor coverings (carpet and/or wood floors) after the Tenant vacates the property..."* and then were charged again for floor cleaning at move-out. This unit has wood/carpet/tile floors and as stated above in your rental agreement, we already paid for that service and should not have been charged for any type of floor cleaning. This brings the total of cleaning alone (floors/general cleaning) to over \$500 for an apartment that is less than 1,500 square feet in size. Finally, on page five of the *Move-In/Move-Out Inspection Form* it states: *The Tenant accepts responsibility for the above described property "AS IS"...Any damage, beyond normal wear and tear, will be the responsibility of the Tenant and charged at reasonable rates.* The rates charged us for labor were beyond the pale and what one might expect to pay if a place is completely trashed, which was NOT the case when we vacated these premises.

Invoice #58061/Work Order #9495 – Total Amount: \$82.13 - This invoice was for blind cleaning.

Comment: These blinds were professionally cleaned when we moved in less than a year ago. They had no dirty or black marks on them, so dusting during general cleaning would have sufficed. My wife and I both have owned our own homes with blinds and this is not something that should be done every year, let alone less than a year, unless the blinds have been significantly soiled beyond dusting.

Invoice #09031301M/Work Order #8054989 – Total Amount: \$65.52 - This invoice was for standard labor.

Comment: We were charged \$50.00 (excluding truck stock, whatever that is) labor to change two light bulbs and attach a cable outlet that we never used. It is exceeding the bounds of reason to charge fifty dollars labor for a task that could not possibly have taken more than fifteen minutes to complete. If I figure the math correctly, that means this person actually charges \$200 an hour.

Invoice #08311301A/Work Order #8054986 – Total Amount: \$251.16 – This invoice was for general cleaning.

Comment: My wife, as a rule, always cleans when we move in a new place regardless whether or not it has been labeled "clean." This apartment was no exception. She cleaned everything including floors, microwave, cabinets, refrigerator, countertops, sinks, etc., because she doesn't trust others' ideas of clean. Again, as stated above, we were charged for floor cleaning when that fee already had been paid at move-in. I want also to add that the wood/tile floors were NOT clean when we moved in and were so dirty, in fact, my wife used almost an entire bottle of Swiffer cleaner and box of pads to get them clean. We were charged to clean the underside of the microwave? Again, when we moved in my wife spent an hour cleaning the grease and filth off of the microwave screen, top and sides, so there is no way it could have been that dirty. The shelving, cabinets, sink in the kitchen, blinds, vanity/cabinets, walls, ceilings were all listed as dirty and were not. My wife put shelf liner on most of the wire shelving, so it could not have been dirty. The majority of items written in as needing to be clean were overstated in order to jack up time and labor costs. Obviously, all of these items could have been addressed had we been present at the walk-through prior to moving out.

In summary, at the owner's request we were asked to leave before the lease expired on September 30, 2013, but preferably before September 1. We obliged and vacated on August 23, 2013, a week earlier than September 1. We were good renters, kept the apartment clean, never caused problems, and paid the rent on time each month. Additionally, in our defense, there was a total disconnect at the end of this whole process when we notified T-Square that we had moved out. I called and Kelli emailed us what to do about the utilities and pro-rated rent. (Kelli replied see emails below.) So, we scheduled to have the utilities cut off. The following week Kelli called and asked why we had turned off the utilities before the lease was up! Maybe it was a busy week but it seems she forgot we were moving out and most likely why we didn't get any correspondence for move out instructions. Under these circumstances and based on the above comments, I think it is fair to ask for the remainder of our deposit of \$398.81 be returned to us

Review Committee Findings and Recommendations

Date of Review: September 27, 2013

Date of Request: September 21, 2013

Tenants: David and Suzanne [REDACTED]

Landlord: Heather [REDACTED]

Resources used: Move-in Condition Report, Move-out Condition Report, Written comments from the Tenants, Tenant correspondence, Move-in Condition photos, Move-out condition photos, Security Deposit Disposition, Correspondence from maintenance vendors, and Landlord maintenance records.

General Information: According to lease documents, the Tenants took possession of the home on September 28, 2012. The Tenants were informed of the Owner's request that the lease not be extended via email and USPS on July 11, 2013. The owner requested that the Tenants surrender the premises no later than the lease end date of September 30, 2013, but offered the Tenants the option of early release at no penalty at the Tenants' discretion. The Tenants vacated the property on August 23, 2013 and notified the Landlord's Agent via telephone on August 28, 2013. A review of the Security Deposit Disposition Amounts withheld from their security deposit total \$398.81, which included \$65.52 for general maintenance, \$251.16 for general cleaning, and \$82.13 for professional cleaning of the blinds.

The committee has objectively reviewed all available information to determine the fairness of the Security Deposit issues brought to our attention by the Tenants. Based on our findings we make the following recommendations:

1. **Regarding Tenants' Assertion that they thoroughly cleaned the property prior to move out, and that they paid additionally for floor cleaning when the non-refundable fee was designated for floors:** The move-in condition report was completed on September 23, 2012, five days prior to the Tenants' move in. There were many comments notating various scratches, stains, scuffs, chips, and marks in most of the rooms. The report, signed by the Tenants and the Landlord's Agent, has no mention of cleaning issues. The Move-out Condition report, conducted by the Landlord's Agent on August 28, 2013, indicates various areas of the home where cleaning would be needed to bring it into move-in ready condition again. Among the cleaning items notated were: window sills dusty, window and door tracks dirty, all blinds dusty, vertical blinds need cleaning, dining room light dusty, dirty under refrigerator, dirty inside and under oven, range/vent hood dirty, microwave underside dirty, all cabinetry dirty inside, dirty underneath both washing machine and dryer, flooring very dirty, shelving in laundry room needed cleaning, master and hall bathrooms dirty, garage/parking needs sweeping and mopping. A review of photos taken at move-in and at move-out validates the written comments listed prior. Despite

the Tenant's assertion that the sweeping, mopping, and/or vacuuming of the property should be included in the non-refundable fee, the Lease agreement specifically states that the non-refundable fee is to be used for professional cleaning of the carpet and/or wood floors. A professional carpet cleaner was contracted to shampoo the carpets and hard surface floors, which was paid by the Tenants' non-refundable fee as agreed.

Recommendation: The committee has determined that while the Tenants may have made considerable efforts to clean the home it fell short of getting it back into the move-in ready condition that it was when they moved in. The 7 hours of cleaning invoiced by the cleaning vendor seems reasonable for the amount of cleaning required to get the home back into the same condition it was in when the Tenants took occupancy. The committee's recommendation is therefore to make no changes to the \$251.16 deducted by the Landlord for general cleaning.

2. **Regarding Tenants' Assertion that they were unreasonably charged for the replacement of light bulbs by maintenance vendor:** The lease agreement clearly states that light bulbs are to be held as a tenant responsibility. The Tenants surrendered the home and several light bulbs were noted as burned out on the Move-out Inspection. The Landlord's Agent contracted a maintenance vendor to provide and replace the light bulbs, as well as re-secure a cable jack that was loose from the wall, and noted on the Move-out Inspection. A review of the handyman vendor's rates reveals that the maintenance vendor bills a minimum one hour of labor at \$50/hour, including travel time. The charge for "Truck Stock" was the maintenance vendor's use of light bulbs out of truck inventory for replacement.

Recommendation: The committee has determined that the Tenants vacated the home without ensuring the light bulbs were in a working state. The amount of \$65.52 charged for the light bulbs, labor, and trip by vendor seems reasonable. The Committee recommends that the \$65.52 be retained by the Landlord as originally assessed.

3. **Regarding the Tenants' assertion that the blinds should not have been professionally cleaned at move out, as they were cleaned prior to move in:** The blinds were professionally cleaned throughout, as well as one unit being replaced on September 21, 2012, approximately one week prior to the Tenants' possession date. The Move-out Inspection and the Tenants' comments indicate that the Tenants did not leave the blinds in the condition they were in when they received the property.

Recommendation: Clean blinds are considered as an essential cleaning component prior to the move-in of a new tenant. Since the blinds were not cleaned by the Tenants, the Landlord had no choice but to pay a vendor to restore these to a clean condition. The amount of \$82.13 charged for blind cleaning should continue to be retained by the Landlord as originally assessed.

4. **Addressing the Tenants' concern that they were not made aware of the date of the Move-out Inspection, and the concern that did not receive a form detailing what needed to be done at move out in re: cleaning:** Once the keys are surrendered, the Tenant has effectively given up possession of the rental property. After surrender, the tenant does not have any obligation or right to be in attendance when the move-out inspection is conducted. Furthermore, once vacated and surrendered, there is no opportunity for a tenant to make subsequent repairs or perform cleaning. The Washington State Landlord Tenant Law simply requires that a property be returned to the state it was in when received, as indicated on a move-in condition report.