



TEXAS ASSOCIATION OF REALTORS®
NOTICE OF TENANT'S INTENT TO VACATE

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To: _____ (Landlord)

From: _____ (Tenant)

Re: Lease concerning the Property at _____

[X] A. Tenant's Notice of Intent to Vacate: The above-referenced lease ends on _____ (date).
Tenant will vacate the property on _____ (Move-out Date).

[] B. Tenant's Notice of Intent to Terminate Early Under Paragraph 28 of the Lease: Tenant is exercising Tenant's
rights under the following subparagraph of Paragraph 28: [] Military Transfer/Deployment; [] Family Violence;
[] Sexual Offenses or Stalking; or [] Assignment and Subletting. Tenant has attached all necessary notices and
documentation required under the applicable subparagraph.

MOVE-OUT REMINDERS

- 1. Return all keys, garage door openers, mailbox keys, and other access devices to the Landlord by the Move-out Date.
2. Provide written notice of Tenant's forwarding address. If known at this time, please provide below.

Street City State Zip

- 3. Leave the Property in a clean condition, free of all trash, debris, and any personal property.
4. If Tenant's Move-out Date changes, Tenant must notify Landlord immediately and obtain Landlord's approval.
5. Tenant must comply with any other Landlord Move-out requirements.
6. If Tenant fails to vacate by the Move-out Date, Tenant will be liable for any holdover rent as specified in Paragraph 22
of the Lease.
7. Landlord's right to place a sign on the Property, show the Property, or place a keybox on the Property applies
pursuant to Paragraph 14 of the Lease.

Tenant acknowledges that Tenant remains obligated under the Lease until the Lease is terminated.

Tenant Date

Landlord's Acknowledgment of Receipt

Landlord acknowledges receipt of this notice.

Signature Date



MOVE OUT POLICIES AND PROCEDURES

Property Manager: Angela Ochoa
www.successrealtyrentals.com

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To assist you in your move Success Realty, Inc., has provided this document with the approved move out procedures and checklist to help you comply with the approved move out policies.

WEAR AND TEAR VS. DAMAGES

Security deposits can be used to repair damage for which the Tenant is responsible. However, the Landlord cannot apply the security deposit to Normal Wear and Tear. The question is – What is the difference?

Normal Wear and Tear Defined

The legal definition of “Normal Wear and Tear” as stated in the Texas Property Code and your lease.

Normal wear and tear means deterioration which occurs, based upon the use for which the rental unit is intended, without negligence, carelessness, accident, or abuse of the premises or equipment or chattels by the Tenant or members of the household, or their invitees or guests.

Damages can therefore be defined as deterioration which occurs due to negligence, carelessness, accident, or abuse of the premises or equipment or chattels by the Tenant or member of this household, or their invitees, or guests.

Dirt

Notice that normal wear and tear does not include dirt. – Dirt is considered negligence, carelessness, accident or abuse.

The following incomplete list is intended as a guide to reasonable interpretation of the differences between expected wear and tear from normal residential use and irresponsible, intentional, or unintentional actions that cause damage to a Landlord’s property.

EXAMPLES OF WEAR AND TEAR DAMAGES

NORMAL WEAR AND TEAR	DAMAGE
No Holes	Holes from hanging picture frames, shelving, pictures, screws, wall anchors, flat screen television brackets or any other wall hanging that causes damage.
Faded Paint	Spot painting and patching or touch up painting of any kind
Faded caulking around the bathtub and tiles	Missing caulking around the bathtub and tiles
Hard water deposits	Buildup of dirt, mold, mildew, or water stains from a preventable or unreported water leak or drip
Worn out keys	Broken Lost or Unreturned Keys
Loose or Stubborn Door Lock	Replaced, Broken or Missing Locks
Loose hinges or handles on doors	Damage from a door from forced entry, or damage from using feet to open doors
Worn carpet traffic patterns	Torn, Burned, Stained, Missing, Ripped, Scratched, or Snagged Carpet
Faded finish on wood floors	Scratched, gouged, warped or water damaged wood floors
Linoleum worn thin	Linoleum with tears, chips or holes

NORMAL WEAR AND TEAR	DAMAGE
Worn countertops due to daily use	Burned, cut, stained, scratched or water damaged countertops
Stain on ceiling from rain or bad plumbing that was reported as specified in the lease	Stain on ceiling from rain or bad plumbing that was NOT reported as required in the lease
Stain on ceiling from water damage from a property above the unit	Stain on ceiling from mold or mildew from running water without using the exhaust fan
Drywall cracks from settling	Holes in walls, doors, screens or windows from misuse, negligence, carelessness, accident, or abuse
Faded, chipped or cracked paint	Unapproved or poor tenant paint job
Loose wallpaper	Ripped or marked-up wallpaper
Worn drapery rod	Broken drapery rod or drapery rod pulled loose from the wall
Faded curtains and drapes	Torn or missing curtains and drapes
Heat blistered blinds	Blinds with bent slats or missing open twist rod
Dirty window and door screens	Torn or missing screens
Sticky window	Broken window
Loose or inoperable faucet handle	Broken or missing faucet handle
Running toilet or wobbles	Broken toilet seat, tank top or chipped or cracked toilet bowl
Musty odor	Urine or pet odor throughout unit
Closet bi-fold door off track	Damaged or missing bi-fold door
Non-Functioning smoke detector or CO detector that was reported as specified in the lease	Missing or detached smoke detector or CO detector or missing or dead batteries
Non-functioning light fixture	Missing, burnt out, or incorrect style light bulbs

MOVE OUT POLICIES AND PROCEDURES

The Success Realty Move Out Checklist and Move Out Policies and Procedures are provided for your convenience and to communicate our expectations from the move out process.

Documentation

If you have not already completed a 30 Day Notice to Vacate when the first thing you should do is to complete one immediately and email to angela@successrealtyrentals.com or fax to 915-247-3960. Once received, a signed copy will be uploaded to your Tenant Account on the Success Realty website. The Notice can be download at www.successrealtyrentals.com.

Oral notice of Termination is not sufficient under any circumstances. All Move Out Notifications must be in writing. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required.)

Tenant or Landlord must provide written notice of termination to the other party and the notice of termination will be effective on the last day of the month following the month in which the notice is given. Landlord is not obligated to prorate rent even if Tenant surrenders the Property before the termination date.

Review your Residential Inventory and Condition Form that you completed when you moved in. If you failed to submit your Residential Inventory and Condition Form within 7 calendar days of starting the lease, then in accordance with your lease, you accepted the property in GOOD

condition and each item must be in GOOD condition. Failure to do so will result in charges billed against your security deposit.

If Tenant fails to timely deliver the Residential Inventory and Condition Form, the Property will be deemed to be free of damages, unless otherwise expressed in this lease. The Inventory and Condition Form is not a request for repairs. Tenant must direct all requests for repairs in compliance with Paragraph 18 of your lease.

Rent

Rent for the final month of your lease is still due on the 1st of the month. Rent will not be prorated the last month of the Lease.

Texas Property Code 92.108; Property Codes provides that a Tenant may not withhold payment of any portion of the last month's rent on the grounds that Security Deposit is security for unpaid rent.

Security deposits may not be used as rent so be sure to pay your rent through the term of the lease even if you plan on returning your keys in early. Failing to pay rent will result in the commencement of eviction proceedings which will result in additional fees, court costs and a judgement for possession in public records. Notify Success Realty of your actual Move Out Date as your plans develop.

Utilities

Once you have vacated the property make sure to notify Success Realty. You need to keep the utilities on for 10 days after you have moved out of the property. DO NOT TERMINATE YOUR UTILITIES EARLY.

Be sure to cancel any cable television, satellite television, internet service, security systems or any other utilities that you have contracted for including any upgrades to television packages if the basic package was provided in your lease.

Remove all satellite dishes from property. If Tenant installed satellite dish to roof, then Tenant must repair roof penetrations with a licensed roofer and turn in invoice of work completed.

Remove all security systems and panels from security system. Tenant must make sure that security system will not sound alarms after they move out of the property.

Cleaning

Tenants typically underestimate the amount of time it takes to completely clean a vacant property and often do not schedule enough time during their move to complete the cleaning process. Success Realty Move Out Checklist has been provided for your reference.

Tenant will surrender property in the same condition it was received, normal wear and tear excepted. Tenant will leave the Property in a clean condition, free of trash, debris, and any personal property. Tenant may not abandon property.

House Cleaning

If you are unsure of what will be checked for cleanliness you can use your Residential Inventory and Condition Form to complete a thorough cleaning. Each item on the list will be reviewed and if it is not clean it will be documented, photographed and used in the calculations for the security deposit disposition.

If you choose to hire a professional cleaning company to clean the property on your behalf, make sure to inspect their work as any work missed will be withheld from your security deposit.

You may hire a Success Realty Approved Vendor. Doing so will eliminate any guess work as to whether the place has been cleaned to our standards. If you use a Success Realty Approved Vendor and we find that there is something that still needs to be cleaned and if you have paid them for cleaning it then we will have them address it and it won't be withheld from your security deposit. You must notify Success Realty if you use a Success Realty Approved Vendor with the invoice of the Approved Vendor.

Carpet Cleaning

Set up a time (after all your belongings have been removed, but before the last day of the month) to have the carpets professionally steam cleaned. Do not clean carpets yourself – hire a professional. If you choose to hire a carpet cleaning company other than those on the Success Realty Preferred Vendor List, remember the carpets must be professionally steam cleaned. If your carpet cleaning company does a poor job, we will be forced to have the carpets re-cleaned and charge your security deposit. **If you have a pet, carpets must also be treated for odor and pests.**

Garage Cleaning

If your vehicle has leaked oil in the garage or driveway the oil stain must be removed. There are several products available that will accomplish this. **If you have a pet and have kept them in the garage or they have defecated in the garage, garage floors must also be treated for odor and defecation.**

PERSONAL PROPERTY

Do not leave firewood, phone books, shower curtains, toilet brushes, cleaning supplies, or hangers. Take all of these items with you or dispose of them. Only leave items in the property that were there when you moved in.

APPLIANCES

Do not turn off or unplug the refrigerator. Clean or replace stove top drip pans.

Reconnect the washer and dryer to the laundry area if you utilized your own. Reconnect the refrigerator if you utilized your own.

LIGHT BULBS

Replace any missing or burnt out light bulbs with the correct bulb style and wattage. All light bulbs were in working order when you moved in and you will be charged for all missing, burnt out, or incorrect bulbs. All decorative light bulbs must match in style and wattage.

UTILITIES

Do not turn off utilities out once you have vacated the property. Please wait until 10 days after you move out to turn off utilities. If you terminate utilities early, there will be additional fees for reconnections, and you will be responsible for these charges.

KEYS, FOBS AND REMOTES

TURN ALL KEYS, FOBS, GARAGE REMOTES, PARKING AND/OR POOL PERMITS/TAGS IN TO THE OFFICE OR IN A KITCHEN DRAWER IN THE RENTAL PROPERTY. You are responsible for the return of the all the items listed in this section and failure to return them will be reflected on your security deposit disposition. Call Success Realty Property Manager to discuss where all keys, remotes, and other security access devices will be left or turned in.

When leaving the property do not lock the keyless locks. Property Manager will need to get back into the property. If Tenant leaves keyless locks locked, Tenant will be charged for rekeying the Property.

MAIL

Complete the USPS Change of Address and have all your mail forwarded to your new address. You can complete this request on their website at www.usps.com. Turn in your mailbox keys to the post office. Success Realty does not accept mailbox keys from Tenants.

SHOWING THE PROPERTY

We will begin advertising and showing the property once we receive your notice to vacate or once you are in the last 45 days of your lease whichever gives us more time to re-rent the property.

We will make every effort to make showings as quick (and painless) as possible.

We will notify you via ShowingTime App of upcoming appointments for showing the property. Tenants will be notified via telephone and emails listed in your Tenant account. Tenants must make sure their contact information is up to date.

APPROVED VENDORS

Success Realty Vendors List is attached to these instructions.

Turn in receipt(s) with keys for proof of work performed. Without receipts we will be unable to verify any work that you have ordered.

MOVE-OUT INSPECTION

The property, garage, storage unit, and yard will be evaluated for cleanliness, damage, missing or broken pieces etc. after you have turned in the keys to the Management Office. It is not possible to perform a move out walkthrough while you are still in possession of the property.

You may be charged for any damage that was not accepted on the Residential Inventory and Condition Form.

You may be charged for any repairs, replacements or cleaning that you have performed or have authorized to be performed that does not meet our standards.

CHARGES

You may be charged for ALL damage that was NOT listed on your Residential Inventory and Condition Form including the removal of dirt, both in isolated areas and throughout the property, as well as carpet cleaning and attempts to clean dirty walls, whether they are eventually painted or not.

You may be charged for the following items which include, but are not limited to:

- The removal of any trash, weeds, pet waste, ashes, toys, boxes, etc.
- Painting walls and ceilings that are dirty, marked, scuffed, etc.
- Patching and painting all nail holes, picture holes, etc.
- Painting if you paint and patch with a color that does not match.
- Dirty furnace and/or ac filters.

SECURITY DEPOSIT

Your Itemization of Security Deposit and/or Security Deposit return will be mailed to the Forwarding Address Given by Tenant within 30 days from the termination of your lease. All mail will be sent via USPS Certified Mail with Return Signature Required.

We cannot provide any information about your deposit until the Itemization of Security Deposit has been completed.



**SUCCESS
REALTY**
MOVE OUT TIMELINE

1. Move Out Notice
 - a. Turn in Notice of Tenant's Intent to Vacate
 - b. Give Forwarding Address
2. Move Out Checklist
 - a. Receive Move Out Checklist
 - b. Receive Move Out Policies and Procedures
3. Pack & Move
 - a. Schedule cancelling of all utilities
 - b. Remove security system and satellite dishes
 - c. Notify USPS of forwarding address
4. Clean Property
 - a. Remove all trash and debris from property
 - b. Clean and repair property
5. Inspection Process
 - a. Keys and remotes are turned into Success Realty. Tenant surrenders property.
 - b. Success Realty performs Move Out Inspection.
 - c. Tenant leaves utilities on for first 10 days after property is surrendered.
 - d. Success Realty reviews current condition and compares to past condition with Move-In Photos and Residential Inventory and Condition Form.
 - e. Success Realty orders repairs and cleaning as necessary.
 - f. After repairs are completed and invoices are received, Success Realty completes Itemization of Security Deposit and sends to Tenant's Forwarding Address.
 - i. If Tenant does not provide a Forwarding Address, then statement will be mailed to Property Address.
 - ii. Statement will be mailed via USPS Certified Mail with Return Receipt Signature Required.
6. Success Realty will upload Tenant Rental History Verification to Landlord Verification Website. If Tenant wishes to request a copy for a new landlord, then they can create an account and send Rental History to new landlord. www.landlordv.com

This process will be completed by the end of the following month.

SUCCESS REALTY APPROVED VENDORS

General House and Carpet Cleaning

Adonai Steam Cleaning – Oscar Cisneros
915-383-0913

Cleaning  Painting  Yard Maintenance

General Repairs & Sheetrock Repair

Corona Handyman Services – Juan Corona
915-355-0720

Pest Control

Terminix of El Paso
915-779-8899

Tell them you are a Success Realty Tenant.

Tenants may hire any or all these companies to make your move out process easier. Success Realty does not warranty or guarantee any of these companies.



Move-Out Checklist

In an effort to help you keep all of your deposit and reduce the amount of things we may have to rectify after you leave the property, we have prepared this move-out checklist. We hope this helps makes your upcoming move easier.

- Steam clean all carpets
- Clean walls, doors, trim, and window ledges
- Remove all trash, debris, and miscellaneous items
- Clean out all cabinets and vacuum drawers and shelves of debris
- Clean refrigerator and freezer, please leave doors open for venting
- Clean ceiling fans, light fixtures, door knobs, light switches, vents/registers, and anything sticking out of the wall
- Degrease Kitchen Backsplash, Cabinets and Range/Oven
- Lawns and shrubbery should be trimmed and neat
- Only leave recycle items in the recycle bin
- Plan ahead and start throwing out trash early
- Don't forget to take your dishes out of the dishwasher and clothes out of the washer and dryer
- Window screens should not be bent, torn, or missing
- Mini-blinds should be straight and not bent
- All mail should be forwarded to your new address (www.usps.com)
- Remove any cable or dish networking equipment
- Make arrangements with the utility companies for your final bills to be sent to your new address and turn off all utilities
- Remove all trash and leave the property free of all debris
- Have the property professionally exterminated once you move out
- For Pet Owners: Remove any pet waste or pet products from the property and yards. Also steam clean all ceramic tile flooring.*
- For Military: You are allowed to leave cleaning products*

You will receive a Security Deposit Statement and check for the balance within 30 days of moving out. Please leave a forwarding address at our office for our records. Thank you.

www.successrealtyrentals.com