



Sawyer <sawyer[REDACTED]@gmail.com>

11050 W. Garverdale, Unit 104 - Deposit Resolution

10 messages

Sawyer <sawyer[REDACTED]@gmail.com>
To: AmyBeth [REDACTED]@prestigepm.com>
Cc: bryce [REDACTED]@gmail.com>

Sat, Dec 26, 2020 at 12:43 AM

Amybeth,

We are writing to you to request a **refund in the amount of \$763.10** for over charges of cleaning & repairs upon our move out of 11050 W. Garverdale Ln, Apt 104, Boise ID, 83713. The cleaning bill was calculated incorrectly, it was grossly over billed based on the comparison of the move in & move out condition of the unit as described in the inspections done by your own company. Similarly, the majority of the repairs done to the unit were needed prior to our move in as documented in the move in inspection, or they were not our responsibility as outlined in the lease. We'd kindly request you review these details and issue a refund of \$763.10. Below you'll find specifics explaining the overages & supporting documentation for our assertions.

Reimbursed for repairs we are not responsible for, refund amount of **\$256.10**:

- Cost of a single 18x18x1 air filter (I see them at hardware stores for around \$5.00)
- Labor for a 15 min install (at \$50/hr per lease) - \$12.50

Reasoning:

All of the work listed in the repairs section (except for the items above) were in need of repair or are part of normal wear and tear. If you review the move-in inspections baseboards & walls throughout the residence were in need of touchup prior to us occupying the residence. As shown in your move out pictures, there were no more than 5 pin holes in any walls. The lease outlines this as normal wear and tear and according to Idaho Statute 6-321, you cannot withhold any part of our security deposit to cover these normal wear and tear items.

Cleaning charges reduced to 2 hours and we are refunded **\$507.00** for the overage.

- Detailed list of work done shows 15.75 hours billed at \$30/hr
 - $15.75 \times \$30 = \472.50 - \$567.00 was deducted from our deposit
 - \$567.00 billed less 2 hours of required cleaning would be a \$507 refund

Reasoning:

I've listed each item that was stated to have been cleaned. Of the 31 items listed as being cleaned, 15 of them were completely unnecessary, I've highlighted these yellow. 12 of the items required only minor touch up (see comments under non-highlighted bullets) and only 4 items actually needed a full cleaning. Please feel free to review the accompanying gsheet I've created to compare the move in & move out inspection comments as well if you'd like.

https://docs.google.com/spreadsheets/d/1UZVDDZIG5sNmMm7_yX5MPM8gngKdu2JBVt1oB_hHmys/edit?usp=sharing

that required cleaning were single spot stains or dust on a small area of the listed item. Only 4 items (return vent, floor under fridge, floor under stove and the wall between the fridge/counter) on the cleaning list actually required full cleaning.

Based on the small amount of cleaning required to restore the unit to the pre-move in condition, it could not have required more than 2 hours of light cleaning. The entire home could have been professionally cleaned with a move out cleaning service from Boise Clean Pro for \$372.00 - Check here for a quote with move out service for a 1,000 sq ft area <https://boiseclean.pro/instant-quote/>. Again, the minimal amount of cleaning would not have justified anything close to this service as the photos clearly show.

- Light fixtures: photos reflect cleanliness
- Ceiling fan: photos reflect cleanliness
- Windows (inside): photos reflect cleanliness
- Blinds: photos & comments show blinds were dirty upon move in, but we still dusted upon move out and returned the unit in an overall better condition
- Baseboards: Photos show baseboards throughout the house were damaged & dirty upon move in, many showed similar damage & dirt on move out
- Doors: move out photos show light dust on some interior doors, remaining doors were in the same condition upon move out as they were at move in as shown by the photos
- Electrical covers: photos reflect cleanliness
- Vents: We did fail to clean the return vent & replace the filter
- Closet shelves: photos reflect cleanliness
- Ceilings: photos reflect cleanliness
- Vacuum: photos reflect cleanliness (outside of traffic stains which were present on move in, additional traffic is wear & tear)
- Swept & mopped: This was done prior to move out, but photos show we did miss some areas
- Swept porch: photos reflect cleanliness
- Cabinets and drawers: photos show a small amount of dust/hair in a few drawers.
- Oven: Photos show this was done prior to move out. We missed a small amount of crumbs in the warmer drawer
- Stove: Photos do show staining on front two burners and residue on back of range that we missed
- Floor under stove: We did miss this
- Floor under fridge: We did miss this
- Fridge: Photos show just a small amount of food residue near bottom of fridge, the rest was clean
- Dishwasher: Photos show a small amount of residue/dust on the underside of the handle, the rest was clean
- Kitchen Countertops: photos reflect cleanliness
- Kitchen Sink & Faucet: Photos show this was done prior to move out with exception to the hard water stains. We addressed the leaking kitchen sink in a maintenance request but it was never resolved & hard water stains continued to accumulate despite efforts to clean them.
- Wall between fridge & counter: We did miss this
- Bathroom mirror: photos reflect cleanliness
- Bathroom cabinets: Photos reflect cleanliness. They do show some staining & drywall mud that was from previous tenants or repairs
- Bathroom countertops: photos reflect cleanliness
- Bathroom sinks & faucets: Photos show touch up cleaning as being necessary
- Shower/tub and faucets: photos reflect cleanliness
- Toilets: Toilets did need touch up cleaning

- Washer & Dryer: Photos do show some lint on top of dryer & beside it that we missed


Thank you for taking the time to review and address our concerns. We would appreciate a response within 3 business days.

Regards,
Sawyer & Bryce

3 attachments

 **Signed Lease.pdf**
1206K

 **move_in_inspesction.pdf**
5798K

 **move_out_inspection.pdf**
7510K

AmyBeth [REDACTED]@prestigepm.com>
To: Sawyer <sawyer.[REDACTED]@gmail.com>
Cc: bryce [REDACTED]

Mon, Dec 28, 2020 at 6:26 AM

Hi Sawyer and Bryce,


Thank you so much for your email. I am more than happy to take a look at all of the items you have pointed out and see if we can issue an additional refund for anything.

With this being another holiday week, I will try to get this looked at as soon as possible. I know you are anxious for a response, but I do ask for your patience as I would like to put some real time and effort into researching these issues for you.

I promise to respond to you as soon as possible.

Thank you,
[Quoted text hidden]

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AmyBeth [REDACTED]
Property Manager/ Office Manager
Office: (208) [REDACTED]
Fax - (208) [REDACTED]
PrestigePM.com

 sm_2012_prestige_logo

I would love your referrals! Ask me about our referral incentive program.



Sawyer <sawyer.[REDACTED]@gmail.com>
To: AmyBeth [REDACTED]@prestigepm.com>
Cc: bryce [REDACTED]@gmail.com>

Mon, Dec 28, 2020 at 5:35 PM

I appreciate your willingness to look into this. We had a great renting experience during our time with PPM and were quite shocked at the charges that were deducted from our deposit so we did want to give you the opportunity to remedy the situation.

I understand it's a holiday week, but we're still entitled to a prompt & fair return of our security deposit under Idaho law. We were able to document substantial evidence to support our claim of being overcharged for unnecessary cleaning & repair services in just a few hours. As such, we'd respectfully address this within the 3 day period or we will need to send an official demand letter.

Thanks,
Sawyer & Bryce

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AmyBeth[REDACTED]@prestigepm.com>

Tue, Dec 29, 2020 at 2:45 PM

To: Sawyer <sawyer[REDACTED]@gmail.com>, bryce[REDACTED]@gmail.com>

Good afternoon Sawyer and Bryce,

Thank you again for your email to us alerting us to some discrepancies in your Security Deposit disbursement.

I'd like to address all of your concerns and it does appear that there is money that can be refunded back to you.

Here are the items you are disputing:

1. Cleaning Charges:

You have stated in your email that the cleaning charges were calculated incorrectly. That is not the case. Based on 15.75 hours of cleaning at \$30.00 per hour, plus your 20% oversight fee (see page 3, paragraph 12.4 in your lease). $15.75 \times 30 = \$472.50 + \94.50 (20% per lease) = \$567.00.

Now that I have explained how we came to that figure we can delve into the charges themselves and the items that were cleaned.

I have examined closely the Move in Survey and compared carefully it to your Move Out Survey. If items were not properly cleaned at the time of your move-in, you did not report these items to us. No mention was made to us that baseboards, blinds, the oven, etc. were not cleaned properly. The home was professionally cleaned prior to your move in, so we must assume items were clean when you took possession of the home.

That being said, I believe the Move-Out pictures do not show that some items were in need of cleaning and I am willing to refund the charges for those items back to you:

Light fixtures, ceiling fan, inside of windows, blinds, doors, electrical covers, closet shelves, ceilings, the front porch, kitchen countertops, sink and faucet, bathroom mirrors and countertops, showers and tubs, and the bathroom towel rack. The charges to clean these items can be refunded to you as they appear to be clean at your move-out.

The other items listed in your email are ones you have agreed you did miss and they did require cleaning.

As cleaning is billed by the hours it took to clean, I am willing to refund you for half the hours you were charged, which would be 7.88 hours of cleaning, in the amount of \$283.68.

2. Repairs

In reviewing the repairs that were done, I agree with you that several items would be considered normal wear-and-tear:

Patching nail holes

Touching up paint

The charges for these repairs can be refunded to you, in the amount of \$192.60.

As for the changing of your filter, this is your responsibility and, per your lease (see page 10, paragraph 40) is not considered normal wear-and-tear.

You were charged for the filter and the labor to install it. It may be true that the cost of a single filter at a hardware store would cost less than what you were charged, which is why you should do it yourself upon vacating and not leave it for our vendors to do, which will always cost more.

The charge for replacing your smoke detector batteries is also valid and cannot be refunded.

In conclusion, I am willing to offer you a total additional refund of \$476.28.

I believe this offer is quite fair and if you are willing to accept it as a final resolution of this matter, I can get a check prepared and off in the mail to you immediately.

Please let me know,

[Quoted text hidden]



Sawyer <sawyer[REDACTED]@gmail.com>
To: AmyBeth [REDACTED]@prestigepm.com>
Cc: bryce [REDACTED]@gmail.com>

Tue, Dec 29, 2020 at 6:04 PM

AmyBeth,

Thank you for taking the time to look into this for us and pointing out the 20% oversight fee, that calculation makes sense now. Unfortunately, we do not find the refund amount to be satisfactory.

Respectfully, I don't think you reviewed the inspection documents as closely as I have. If you read the comments for the move in inspection list, nearly every box for baseboards has "Scuffs and chips in paint" or something similar. Many of the comments for blinds indicate damage, one even specifies "blinds are filthy". The photos also substantiate this. Between the comments & photos it's quite clear the condition of those items was similar to the condition in the move in inspection.

The 2 hours of cleaning I had mentioned was already being quite generous for a cleaning estimate. Here are the items you're claiming it would take 7.88 hours to clean:

- Sweep & mop 4 small areas of floor
- Wiping out 2-3 drawers
- Removing stains off the front burners of the range
- Wiping out the warmer drawer
- Cleaning the floor under the stove & fridge
- Cleaning the area between the fridge & wall

- Touching up 2 toilets
- Wiping dust off the washer & dryer
- Wiping dust off some baseboards

Any professional cleaning service would have no problem completing this list in two hours, particularly given that the move out photos reflect only light spot cleaning was needed on most of these items. I'm certain that after reviewing the photos and comments, any judge would agree that two hours is more than sufficient to restore the unit to the condition in which we received it.

Regarding the repairs, the only charge we'll accept is the replacement of the filter. We removed all the old batteries from the smoke detectors (dated 10/19) and replaced them with fresh batteries as the lease requires. If the repairman replaced them again, that's not our fault. Requiring us to pay for it is a direct violation of Idaho Code Section 48-603(16) as it was not needed. I realize having a vendor replace filters is not cost effective, but it does not cost the \$81 you're trying to charge us. If that truly is the cost, please provide a copy of the invoice from the repair service. If the cost of the filter & 15 minutes of labor at \$50/hr truly equates to \$81 I suggest you get a new vendor, but we'll gladly pay the cost. Otherwise, \$5.00 for the filter is a perfectly reasonable number to suggest based on the actual cost of filters, that would make the total repair bill \$21 after the 20% oversight fee.

In summary, we expect a refund of \$730.10. I've updated this figure to account for your 20% oversight fee.

- \$495.00 for the needless 13.75 hours of cleaning
- \$235.10 for the repairs that were not our responsibility
 - Unless you can provide an invoice that reflects a higher cost of materials

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AmyBeth [REDACTED]@prestigepm.com>
 To: Sawyer <sawyer [REDACTED]@gmail.com>
 Cc: bryce [REDACTED]@gmail.com>

Wed, Dec 30, 2020 at 11:16 AM

Good morning,

I reviewed the Move-In Survey yet again and while I do see a lot of pictures of dings and scuffs and wear-and-tear items, I don't see much to indicate that you moved into an entirely filthy unit, as you are trying to make me believe.

I have offered to reimburse you for ALL the repairs done with the exception of the batteries and filter. I did this because the unit was older and did have a lot of wear-and-tear when you moved in that I feel you are not responsible for. I can go ahead and remove the labor and battery cost for the changing of the detector batteries, which is \$26.80.

The filter was \$16.00 and the labor to install it was \$29.17. Though I know you would like to be able to dictate what you feel a filter and the labor should cost, it wasn't done by you and was required to be done by our vendor at that cost.

Now to the cleaning. The unit was not rent-ready when you moved out. I see no indication that (aside from wear-and-tear) you were given the unit in non-rent-ready condition. You did not complain to us about the condition of your unit at move-in, which indicates it was acceptable to you. Therefore, I feel that more cleaning was needed than you believe. Our vendor has indicated that there were MASSIVE amounts of dog hair, which requires additional cleaning because the dog

willing to give you back another 2.87 hours for the cleaning, in the amount of \$103.32.

Refunding the batteries for \$26.80 and the cleaning for \$103.32 would make another \$130.12 I am willing to add to yesterday's offer of \$476.28, for a total additional refund of \$606.40.

This would be my final offer and I hope you will be able to accept it so we can close this matter.

Please let me know at your earliest convenience.

Thank you,

[Quoted text hidden]



Sawyer <sawyer[REDACTED]@gmail.com>
To: AmyBeth [REDACTED]@prestigepm.com>
Cc: bryce [REDACTED]@gmail.com>

Wed, Dec 30, 2020 at 11:34 PM

Good evening,

Thank you for taking the time to look through those inspections again. A refund of \$606.40 is much more palatable given the condition of the unit. Bryce & I are are willing to accept the reimbursement of \$606.40 in lieu of dragging this out in small claims.

Speaking for myself here, I was not trying to portray that we moved into a filthy unit (we did not), I merely was claiming that we returned the unit in similar condition requiring only minor cleaning and having no damages caused by us. I really do take pride in treating properties as if they were my own and always have. I value honesty & integrity in everything I do and that's why this whole situation has left such a sour taste in my mouth.

Given the comparison of the inspections it seems obvious that we were overcharged and I really don't understand how that slipped through the cracks to begin with. I suppose it could be that most of your tenants leave their units in terrible condition where 15.75hrs of cleaning & 3hrs of repair is standard, but a mere glance at our inspections should have drawn questions at the outlandish cleaning & repair charges. I would assume that's precisely what the 20% oversight fee is for, to keep your vendors honest by reviewing their work.

If you're willing to accept any feedback for the company, I would suggest you audit the work of your vendors a bit more closely in the future. Having done some contract work myself in the past I can tell you, without a doubt, it does not take 15.75 hrs to clean an apartment in the condition ours was in, nor does it take 40 minutes to replace a single vent filter as your vendor is claiming. It really would benefit your tenants, owners & protect the reputation of PPMs by auditing the work of your vendors a little more closely going forward.

Thank you again for addressing these concerns AmyBeth, I really do appreciate it. Please let me know if there is anything else you need from Bryce or myself to resolve this. Our forwarding address is the same one previously used:

[REDACTED]

I hope you have a great new year!

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AmyBeth [REDACTED]@prestigepm.com>
To: Sawyer <sawyer [REDACTED]@gmail.com>
Cc: bryce [REDACTED]@gmail.com>

Thu, Dec 31, 2020 at 6:56 AM

Hi Sawyer and Bryce,

I'm pleased you have decided to settle this matter and accept the offered refund.

I have a form you will need to sign before I can mail out the check. I have sent it to you through DocuSign for electronic signatures.

Once that is signed, I'll get the check in the mail to you.

Thank you and Happy New Year,

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Sawyer <sawyer [REDACTED]@gmail.com>
To: AmyBeth [REDACTED]@prestigepm.com>
Cc: bryce [REDACTED]@gmail.com>

Thu, Dec 31, 2020 at 2:52 PM

AmyBeth,

It's very discouraging that instead of apologizing & moving on, PPM's response to making an error in excess of \$600 is to send a contract that prohibits us from sharing our true experience with consumers. That's a very disingenuous thing to do. If anybody is in need of protection, it is us.

As such, we will not be signing this document unless lines 6 & 7 are replaced with what I have below:

6. Tenants agree that no further action, including legal action, will be taken against Prestige Property Management for any further refund and the matter is considered completely resolved.

7. Prestige Property Management agrees to take no further action against the tenants, including withhold rental verification or disclosing this dispute to future landlords, property management companies or any other persons, and agree this matter is considered completely resolved.

Please let us know if you're willing to make these changes, we'd gladly sign the updated document or proceed without signing anything at all. If we are reimbursed the \$606.40 that you previously agreed to, we have no intentions of seeking legal action or trying to recover any additional refund.

[Quoted text hidden]

Cc: bryce [REDACTED]@gmail.com>

I have spoken to the owner of our company about your request to change our form. She is not willing to change the form.

We still have the refund we offered available to you if you sign the form I sent last week.

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