

Complaints



Terra West Management Services

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Complaint Type: Problems with Product/Service **Status:** Resolved

05/04/2020

I resided in a town house managed by Terra West. Per lease agreement they were supposed to pay for trash removal and did not. They owe me \$875 The lease clearly states that owner who is represented by Terra West will pay for trash removal. They did not pay and for 5 years I have paid \$875 to *****. They have admitted and told me they will pay me back but it is a month and they have not paid and keep saying it will be mailed. I have a son unemployed and one with disability and we are going through hardship with the virus situation

Desired Outcome

Pls help me get my money back

Terra West Management Services Response

05/11/2020

The tenant had willingly paid the trash for 5 years, and when he discovered his error, he brought it to our attention on April 1, 2020. When he brought it to our attention, Terra West requested that he provide verification of payment and we also contacted ***** for the same verification. Once verified, I contacted the owner and he agreed to reimburse the tenant the full amount of \$870.96. The check was mailed on Friday, May 1, 2020. The Director of Residential Management emailed the tenant the week of April 27, to tell the tenant the status of his claim, and then again on Monday, May 4, telling the tenant that the check had been

Director of Residential Management emailed the tenant the week of April 27, to tell the tenant the status of his claim, and then again on Monday, May 4, telling the tenant that the check had been mailed on May 1. The tenant had previously given notice that he would be vacating the property by April 30, but he was still there as of May 5 because he hadn't received his reimbursement. The tenant will owe rent for any days in the property beyond April 30. The vendor box was placed on the property on Wednesday morning, April 29, 2020, and the tenant was provided with the code to leave the key. We are waiting for confirmation that the tenant has vacated the property. Terra West believes this complaint was resolved in a timely manner and considers this matter closed.

Customer Response

05/12/2020

Thank you for your assistance. The response from Terra West is far less than the truth. I started paying the ***** after I was contacted for nonpayment. Our last time at the residence was the evening of 4/30 to place trash cans out for Friday pick up at which time the power had been turned off already and my services moved to our new address. I have an e-mail chain of my move and my last day at the property and placing the key in a key box provided by Terra West. I also have an e-mail chain asking where is the check and how did they mail it without asking me for an address. After your kind involvement I was asked to go to their offices to pick up the check which we did mid to end of last week. Thank you again Best Regards

Complaint Type: Problems with Product/Service **Status:** Answered

10/16/2019

Predatory and Deceptive practices pertaining to towing vehicles Terra West manages the condominium complex that I rent a unit in. The company decided to surface the pavement through out the complex in three phases. There were signs posted on the gate code box and near the trash dumpsters. No notice was given via mail nor on the door of any units. There was no notice near the mail boxes so if you

three phases. There were signs posted on the gate code box and near the trash dumpsters. No notice was given via mail nor on the door of any units. There was no notice near the mail boxes so if you did not use the gate code (we have remotes so no need for the gate code box) or if you did not go to the one side of the dumpster that the paper was taped to, you received no notice of the work being done. On the day of the work being performed, the papers stated that all vehicles were to be removed from the specified area by 7am otherwise they would be "Stranded" and the owner would be responsible for any damages. Additionally the "notices" stated that areas effected would be marked off by cones and caution tape. Upon arrival to my home that evening, there was a section of cones blocking one entrance to the community and a small section of parking spaces. I proceeded through as the cones directed and parked in the appropriate space near my home as did my spouse and several of our neighbors. Both of our cars were in spaces that were not coned off and appropriately parked. Upon exiting our home the next morning, at 6:30 am, we discovered that not only our cars were towed but several of our neighbors as well. Upon contacting Terra West, we discovered that they had forwarded their phones to an answering service and had pre-scripted the answering service to direct us to the towing company. Our cars had not received any notice of towing, we followed all instructions in the notices that were not appropriately delivered to the residents as the notice stated we must be moved before 7am, and we were still towed. Upon arrival to the towing yard at approximately 7:05am, we discovered that one of our cars was not onsite. The fee was \$345 per car to recover them. The person at the window instructed us that the second car was enroute and would arrive soon. After several attempts to get the status of the car, the staff stated it was at a different location, near the property and being transported. As more residents arrived, we discovered we were all informed the same and even advised by the construction staff themselves that all cars had to be offsite by 7am but were still towed, starting at 2am. At 9:48am my second vehicle finally arrived at the tow yard, over 2 hours after our arrival and 8 hours after being towed. This put severe stress on both, my spouse and my own job as well as an unhealthy amount of stress on my unborn child. Residents of the community were lead to believe that they were allowed to park in this area by the spotty notices that were posted in indirect areas, the cones not blocking off the entire section, and the construction workers themselves. This is unfair, deceitful and outright dishonest.

Desired Outcome

unfair, deceitful and outright dishonest.

Desired Outcome

I would like the full cost of recovery for both vehicles refunded as well as all associated damages. I am willing to discuss the issues with the media and will be in contact with them depending on resolution.

Terra West Management Services Response

10/28/2019

On October 3, 2019, the preventative maintenance notice from ***** was posted at both mailroom areas and e-blasted to all unit owners. This notice was to inform the unit owners/residents that ***** would be conducting paving maintenance in the community throughout the dates of October 14 - 19. The notice also stated that they would be given another notice 24-48 hours prior to the day that their designated street will be closed. On October 9, 2019, the second and final notice from ***** was sent to all unit owners via U.S. mail to all onsite and offsite addresses, e-blasted, and notices were placed on the directory box, pedestrian gates, both mailroom areas, pool gates, and also posted on all dumpsters throughout the community. This notice included a color map designating the sections and dates that work would be commencing/conducted and parking would be prohibited. In your case, vehicles were supposed to be removed by 7:00 a.m. on October 14, 2019, so that paving maintenance could be performed October 14 - 15, 2019. Vehicles were not towed until October 15, beginning at 5:30 a.m., allowing residents an additional 20+ hours to move their vehicles. In addition to posting notices throughout the community, in those circumstances where tenant information is not available to the association, it is the unit owner's ultimate responsibility to notify their tenant and/or property management company when they receive notifications of maintenance and/or repair that affect parking or their residence.

Customer Response

11/03/2019

(The consumer indicated he/she DID NOT accept the response from the business.) No US mail notice was received to the residence as stated in the above complaint. Additionally, no email notice was received as stated. The notices that were provided on the key code box that is at the entry of the community was

residence as stated in the above complaint. Additionally, no email notice was received as stated. The notices that were provided on the key code box that is at the entry of the community was attached and stated that vehicles would need to be moved by 7am and areas would be blocked that were not to be accessed. Again, our vehicles were towed and ordered to be towed at two am, as shown in the documents that I attached. These documents were provided by the towing company. The spaces that the vehicles were parked in were not blocked as stated in the document provided and the timeframe was not honored. Additionally, not all residents use the gate code box where the only notice that was available was posted. Most residents have a remote that opens the gate and bypasses the box. It is clear that this was an attempt to secure as much money as possible by a greedy corporation with no regard for the residents of the community.

Terra West Management Services Response

11/06/2019

Dear Mr. *****, Towing concerns have been provided by the Terra West management team to the ***** Board of Directors and are being reviewed at the next scheduled Board meeting on Tuesday, November 26, 2019. Terra West works at the direction of the Board of Directors and no further action will be taken by Terra West unless directed by the Board. Any further concerns should be directed to the ***** Board of Directors at ***** . Thank you.

Complaint Type: Problems with Product/Service **Status:** Answered

02/07/2019

I own a home in a gated community. The property management firm is refusing to supply me with the gate code information. Therefore denying me access to my home

Desired Outcome

Other (requires explanation) Supply me with the information I pay for every month including the correct gate code information

Desired Outcome

Other (requires explanation) Supply me with the information I pay for every month including the correct gate code information

Terra West Management Services Response

02/25/2019

Terra West did not show any notes in ***** file that he had contacted the management office regarding a gate code. On further research of ***** file, it was determined that we had an incorrect email address for him which resulted in him not receiving the newsletter with the gate code change. Our Director of Community Management for ***** placed calls to ***** , with no answer or return call from ***** . A message was left for ***** that his email address has been corrected in the system and the newsletter was also emailed to him. Since leaving that message, ***** has visited the **** office and purchased another gate remote. We apologize to ***** for any inconvenience this has caused him. He should receive all communication from Terra West and his management team with no further issues.

Complaint Type: Billing/Collection Issues **Status:** Resolved

12/03/2018

I'm being improperly fined for violations that I've not been made aware of. No warnings were ever issued in order to fix the violation. Terra West is the property management company we rent from. In the spring of 2018 (I think, we were not notified) a new HOA took over our area (*****). Since we rent and do not own, no information has ever been passed on to us from the HOA, Terra West, or the homeowners. Several months into new ownership I was informed there was a problem with my leaking vehicle, approximately April 2018, I've owned and kept this vehicle in the same area since 5/2017. The problem was resolved by cleaning driveway and installing drip pans. Evidence of this was sent to and approved by Terra West. Nothing was heard from for months. In middle of November 2018 and after vehicle had been gone for over a month I was notified I had a fine for "Inoperable Vehicle" this vehicle has not in the two years of ownership ever been inoperable, it is registered, insured, licensed, and fully functional, it

gone for over a month I was notified I had a fine for "Inoperable Vehicle" this vehicle has not in the two years of ownership ever been inoperable, it is registered, insured, licensed, and fully functional, it does not get used often, but it is fully legit. This fine was applied directly to my rent and Terra West has been completely unwilling to remove the unjust charge. The problem since **** came in to manage is a complete lack of communication. **** will not speak to me as I am not the homeowner. The homeowners have not once made contact with me in the nearly 5 years we've rented from them. And any correspondence between ***, homeowners, and Terra West is not provided to or notified to me. So I get nailed for fines that I'm unaware I can even be subject to.

Desired Outcome

In good faith after exhausting my alternatives I've paid the fine, as I cannot have myself removed from place of living. I want a full refund of the fine \$100. And an apology for this unacceptable behavior and treatment.

Terra West Management Services Response

12/17/2018

Following is the sequence of events/communication with Mr. *****, Tenant. During this time, Mr. ***** also spoke directly with the HOA representative and was fully aware of the action being taken. 4/23/18 - Mr. ***** was informed by Terra West, as well as the management company, *****, that the driveway had oil spots due to a leaking truck and the driveway needed to be cleaned. We also let him know that the owners expected him to comply with the violation or pay the associated penalties. 5/17/18 - Received HOA letter requesting to have the truck with oil leak removed. 5/22/18 - We emailed Mr. ***** to remind him that the violation in regard to the oil leaking vehicle was still open and asked him to remove the vehicle from the driveway or store it in the garage. He was also advised that if the violation was not corrected and the HOA imposed fines, he was going to be billed for those charges. 5/23/18 - Mr. ***** replied, "Since that picture has been taken aluminum sheet pans have been purchased and placed under the truck to catch all drops of oil, they can be placed wherever needed regardless of how I park the truck. The oil is no longer an issue. I will also at my expense rent a pressure washer and appropriate cleanser and clean the driveway as much as possible. It must be noted that the driveway was never a pristine piece of concrete when we moved in, and to expect it to

washer and appropriate cleanser and clean the driveway as much as possible. It must be noted that the driveway was never a pristine piece of concrete when we moved in, and to expect it to return to that condition is folly." 5/31/18 - Mr. ***** requested to use the RV lot area in the community to store the leaking vehicle. The owners were willing to authorize him to use the RV lot but it was going to be subject to the board approval. 5/31/18 - ***** emailed us the RV lot rules and regulations which said leaking vehicles were not allowed on the property, and we forwarded this email to Mr. *****. 6/01/18 - ***** copied us on an email sent to Mr. ***** stating that "the vehicle being covered is considered a stored vehicle which is not allowed on the property. Kindly reach out to your property manager regarding this issue on this email." 11/06/18 - Mr. ***** was informed that the HOA imposed a \$100 fine for failing to remove the inoperable and leaking vehicle from the driveway, and the charge was assessed to his account. 11/06/18 - Mr. ***** replied: "The vehicle was gone and has been for two weeks. Additionally it was never inoperable. We've been down this before. Fine is invalid and I have no intention of paying. I did purchase drip guards and used them. I've scrubbed driveway, and will do so again prior to vacating." The owners, ***** are very hands on. We went back and forth between the tenant, ***** , owners, etc. attempting to get this matter resolved for several months. In the end, he may have finally removed the vehicle; however, it was only after the Board already made their decision and imposed the fine.

Customer Response

12/21/2018

(The consumer indicated he/she DID NOT accept the response from the business.) "6/01/18 - ***** copied us on an email sent to Mr. ***** stating that "the vehicle being covered is considered a stored vehicle which is not allowed on the property. Kindly reach out to your property manager regarding this issue on this email." 11/06/18 - Mr. ***** was informed that the HOA imposed a \$100 fine for failing to remove the inoperable and leaking vehicle from the driveway, and the charge was assessed to his account. 11/06/18 - Mr. ***** replied: "The vehicle was gone and has been for two weeks. Additionally it was never inoperable. We've been down this before. Fine is invalid and I have no intention of paying. I did purchase drip guards and used them. I've

and has been for two weeks. Additionally it was never inoperable. We've been down this before. Fine is invalid and I have no intention of paying. I did purchase drip guards and used them. I've scrubbed driveway, and will do so again prior to vacating." Once again, lack of communication between myself the tenant, and the homeowners who are receiving the complaints. I have no means of addressing anything in a timely fashion if I'm never informed. Here we have a gap of 5 months with no information as to what is or is not occurring. It is absolutely insulting as a tenant who had happily been at the address for years to be placed in this situation. I must lay the majority of the blame on the homeowners, if they are in fact receiving these notices then they must provide that information to TerraWest in a timely fashion, 5 months!!! is not timely fashion. A new HOA being installed needs to be brought to the attention of the residents there, How can I follow new rules that I've never been made aware of.

Terra West Management Services Response

01/10/2019

There were numerous communications between Terra West and Mr. ***** regarding the violation issued by ***** on behalf of the *****. In addition, all communication by ***** also included Mr. *****. On November 6, 2018, Mr. ***** stated in his email that the vehicle had been gone for two weeks. However, his violation hearing was on September 25, 2018, and he was notified by letter dated September 28, 2018, that the Board had imposed a \$100.00 fine. While he may have eventually moved the vehicle, the fine had already been imposed by the *****. Terra West Management Services does not have the authority to reverse the fine which was imposed by the Board and he should dispute the fine directly to the Board through *****. Terra West has copies of all emails exchanged between Terra West and Mr. ***** , as well as copies of letters sent to Mr. ***** by ***** on behalf of the *****. If the Better Business Bureau requires copies of those communications, please let us know and we will forward them to you via U.S. mail. Thank you.

Customer Response

01/17/2019

(The consumer indicated he/she ACCEPTED the response from

Customer Response

01/17/2019

(The consumer indicated he/she ACCEPTED the response from the business.) Damage is done. I'm out.

Complaint Type: Billing/Collection Issues **Status:** Answered

07/26/2018

Terra West is overcharging and unfairly charging us against our security deposit. Terra West has refused to return the owed security deposit. Per their inventory and receipts, we are still owed \$482.11. When asked for receipts to explain their assertions, we were informed that the case had been closed. We understand the charges for things like an agent referral fee, replacing a missing door stop, etc. However, below you will find my initial dispute of some of our charges, and the company's response (in caps). Please be advised that our itemized receipts show that our security deposit WAS, indeed charged for those items. - "Replace the vertical blinds for the slider door (hard to operate/missing slat)" Yes, it was hard to operate and was missing a slat, but that is also the way we received the property. We requested it be fixed several times. We noticed new vertical blinds in the garage, so assumed that the management would install those for the new tenants. However, because we did not break those and took very good care of the blinds that were difficult to operate, we should not be charged for the replacement. SECURITY DEPOSIT NOT CHARGED - "Power wash the garage floor and the driveway" We left the garage door and driveway in better condition than we received it and should not be charged for power washing. ***** pressure washed the driveway a couple of times to get rid of the stains from the water outflow valve that was improperly routed (which was not our doing and caused damage to our car). \$127.50 TO BE REFUNDED BASED ON VERIFIED PICTURES - "Remove the after market shelf on the hallway" That shelf was in place when we toured the home. We asked about having them moved, and the management company said that we could move them, as long as we put them back up when we moved out. We found them to be a safety hazard for our children, so we removed them. Per your management company's request, we put them back up before we moved out. To charge us for that is silly. SECURITY DEPOSIT NOT CHARGED - "Replace all the batteries for

we removed them. Per your management company's request, we put them back up before we moved out. To charge us for that is silly. SECURITY DEPOSIT NOT CHARGED - "Replace all the batteries for the smoke detectors" We were careful to change the smoke detector batteries at the same time that we changed the air filters, every three months. The batteries were changed a week and a half before we moved out. I appreciate that you would change them again for the new tenant, but that should not be our cost to incur. SECURITY DEPOSIT NOT CHARGED - "Re-attach the socket for the light bar in the master bath" One of the electricians who came to the house told us that the house was improperly wired and potentially dangerous (which is why we were so careful to replace those smoke detector batteries). The socket was unattached because a professional sent by the management company told us that it was probably safer that way. We should not be charged for following his professional advice against a safety hazard in the home. SECURITY DEPOSIT NOT CHARGED - "Replace both sink pop up assemblies in the master bath" & "Re-attach the towel bar in the master bath" These were both things that were issues with the home when we moved in. We attempted to fix them, but rather than do damage to the wall or plumbing (and get charged), we chose to leave them as-is. We should not incur charges for leaving the home in the same condition we received it. SECURITY DEPOSIT NOT CHARGED - "Replace the flapper for the toilet tank in the J&J bath" We requested several times for the management company to fix that toilet, as it ran incessantly and cost us considerably in our water bill. You'll note that the toilet was never fixed. We attempted to fix the problem by replacing the flapper. I appreciate that your company did finally fix the problem, but considering we paid several hundred extra dollars on our water bill because of your company's negligence, we do not feel that we should have to pay for something that should have been done at your cost when we requested it. Security Deposit not charged "Replace light bulbs" All of the light bulbs were in excellent working condition. SECURITY DEPOSIT N

Desired Outcome

The company has agreed to refund \$163.75, but will not agree to refund the total (\$482.11), stating that the remaining \$318.36 was not charged against our security deposit, despite our receipts showing the opposite. We would like to be refunded for the full amount of \$482.11.

Terra West Management Services Response

07/31/2018

The referenced complaint misrepresents the facts of this matter and materially omits portions of the email exchanges among the parties. The claimant provided a \$1,500 deposit. The claimant sought to break the lease early. The landlord agreed to the early termination so long as the property was left in immaculate condition and the claimant agreed to pay the costs for re-listing the property. The property was left with damages that were required to be offset from the deposit. The following items were deducted from the deposit with full explanation to the claimant: Repairs to the property - \$428.61; Cleaning - \$100; Dog dropping removal - \$10.40; Trash Haul - \$110; and the Agent Referral Fee - \$350. The claimant was refunded the remaining balance of \$500.99. The foregoing deductions have been verified as necessary as a result of the manner in which the property was returned. Pursuant to the contract that the claimant entered into, the deductions were reasonable and required.

Customer Response

08/01/2018

(The consumer indicated he/she DID NOT accept the response from the business.) The email communication was condensed to relevant information due to the character constraints of the BBB. I would be happy to share the entirety of the email if necessary. We were, unfortunately, not given a full explanation of the deductions, specifically the \$428.61 repair fee. We disputed many of those repairs (see above copy of email), but were then told we were not charged for those repairs. This is despite the paperwork we were provided which says otherwise. We are more than happy to pay the cleaning fee, the dog dropping removal fee, the trash haul fee, the agent referral fee, and some of the repair fees. We understand that we left the home in excellent condition, not "immaculate" condition, and should therefore be charged against our security deposit for those things. We do dispute being charged for things that were safety hazards, or were part of the property's condition before we occupied, and then being told that we were not charged for those things. As of August 1, we were refunded \$337.24. Terra West has agreed to refund an additional \$163.75, but we have not received that. Terra West's receipts to us show that we were charged for things like the "after market"

returned \$337.24. Terra West has agreed to refund an additional \$163.75, but we have not received that. Terra West's receipts to us show that we were charged for things like the "after market" shelf, the socket for the light bar, the toilet flapper, etc. As you can see, we have given full explanation for those items and are simply asking to be refunded what the receipts say we were charged. The total of those charges is \$318.36. We are asking for a refund of that \$318.36 plus the already agreed upon \$163.75 for a total of \$482.11. Below, please find the entirety of our disputes. Terra West's responses are in capital letters.

***** We were charged \$100 for cleaning. You have receipts for the deep cleaning/appliance cleaning/carpet cleaning we paid for. The property was left significantly cleaner than we received it, at our expense. Any cleaning that is done over and above that would be at the property management's discretion for the benefit of the new tenant. We left the home cleaned in excellent condition. CHARGE STANDS BASED ON CONDITION OF STOVE, WASHER, TOILET, KITCHEN DRAWER INTERIOR, CABINET FRONT, TRASH PILE IN GARAGE, ETC. (PICTURES PRIOR TO MOVE IN AND PICTURES AFTER MOVE OUT VERIFIED) "Replace the missing window screen in the living room" That window did not ever have a window screen for the entirety of our time at the property. We should not be held responsible for something that we did not know existed. \$36.25 TO BE REFUNDED FOR MISSING SCREEN "Replace the vertical blinds for the slider door (hard to operate/missing slat)" Yes, it was hard to operate and was missing a slat, but that is also the way we received the property. We requested it be fixed several times. We noticed new vertical blinds in the garage, so assumed that the management would install those for the new tenants. However, because we did not break those and took very good care of the blinds that were difficult to operate, we should not be charged for the replacement. SECURITY DEPOSIT NOT CHARGED "Power wash the garage floor and the driveway" We left the garage door and driveway in better condition than we received it and should not be charged for power washing. Shawn pressure washed the driveway a couple of times to get rid of the stains from the water outflow valve that was improperly routed (which was not our doing and caused damage to our car). \$127.50 TO BE REFUNDED BASED ON VERIFIED PICTURES "Remove all personal items from the garage cabinet" - The cabinets were half full of what we assumed were the owner's personal items when we moved in. We left them alone. Again, assuming they were the owner's

the garage cabinet" - The cabinets were half full of what we assumed were the owner's personal items when we moved in.

We left them alone. Again, assuming they were the owner's.

Those items were not ours. CHARGE STANDS, CHAIR LEFT AT FRONT DOOR, MOVING BOXES, CHILD GATE, PLYWOOD IN SIDE YARD, TOILET PLUNGER "Remove the after market shelf on the hallway" - That shelf was in place when we toured the home.

We asked about having them moved, and the management company said that we could move them, as long as we put them back up when we moved out. We found them to be a safety hazard for our children, so we removed them. Per your management company's request, we put them back up before we moved out. To charge us for that is silly. SECURITY DEPOSIT NOT CHARGED "Replace all the batteries for the smoke detectors" We were careful to change the smoke detector batteries at the same time that we changed the air filters, every three months. The batteries were changed a week and a half before we moved out.

I appreciate that you would change them again for the new tenant, but that should not be our cost to incur. SECURITY DEPOSIT NOT CHARGED "Re-attach the socket for the light bar in the master bath" One of the electricians who came to the house told us that the house was improperly wired and potentially dangerous (which is why we were so careful to replace those smoke detector batteries). The socket was unattached because a professional sent by the management company told us that it was probably safer that way. We should not be charged for following his professional advice against a safety hazard in the home.

SECURITY DEPOSIT NOT CHARGED "Replace both sink pop up assemblies in the master bath" and "Re-attach the towel bar in the master bath" These were both things that were issues with the home when we moved in. We attempted to fix them, but rather than do damage to the wall or plumbing (and get charged), we chose to leave them as-is. We should not incur charges for leaving the home in the same condition we received it. SECURITY DEPOSIT NOT CHARGED "Replace the flapper for the toilet tank in the J&J bath" We requested several times for the management company to fix that toilet, as it ran incessantly and cost us considerably in our water bill. You'll note that the toilet was never fixed. We attempted to fix the problem by replacing the flapper. I appreciate that your company did finally fix the problem, but considering we paid several hundred extra dollars on our water bill because of your company's negligence, we do not feel that we should have to pay for something that should have been done

considering we paid several hundred extra dollars on our water bill because of your company's negligence, we do not feel that we should have to pay for something that should have been done at your cost when we requested it. SECURITY DEPOSIT NOT CHARGED "Replace light bulbs" All of the light bulbs were in excellent working condition. Again, I appreciate that you would want to replace those bulbs for the new tenants, but that is not our responsibility to pay for that. SECURITY DEPOSIT NOT CHARGED We have worked hard to take great of the home and to be tenants that we would want to have if we were landlords. We understand that we needed to be charged for some of the property conditions, as living in any space often requires, but we are not comfortable with many of the charges and would appreciate being refunded that portion of our security deposit. You'll note that the total of the charges we have disputed is \$605.10. We expect to hear from Terra West within a couple of business days. ***** It took 23 days for Terra West to finally notify us of their response to those disputes. We are asking for a refund of that \$318.36 plus the already agreed upon \$163.75 for a total of \$482.11.

Terra West Management Services Response

08/13/2018

The complainant received an itemized checklist concerning the items that needed to be repaired. Based upon the condition of the property; the language of the lease agreement; and the effort that was undertaken to allow the complainant to terminate the lease early, the complainant is not entitled to any further release of the deposit. Furthermore, the undisputed amount of the deposit has been refunded.

Complaint Type: Billing/Collection Issues **Status:** Answered

05/17/2018

bill pay stops working and a fee is charged. Every six months the bill pay the company uses to help make homeowners payments stops working and then i am force to pay a fee because it failed to send a payment through. there is not explanation to as why it did not go

pay the company uses to help make homeowners payments stops working and then i am force to pay a fee because it failed to send a payment through. there is not explanation to as why it did not go through as there is plenty of money and i have a 36 monthly automatic payment setup

Desired Outcome

i want my \$10 back and there needs to be an investigation in why this keeps failing and fees are constantly being applied. this seems to me that its a scam in an attempt to exploit consumers. if its setup for 36 months why does it keep failing

Terra West Management Services Response

05/18/2018

It appears that the bill pay feature complained about relates to the complainant's bank and not Terra West. We suggest that the complainant contact her bank to discuss her concerns.

Complaint Type: Problems with Product/Service **Status:** Answered

05/15/2018

Terrawest, Violations with out just cause. Terrawest took over the HOA management duties April 1st. Well the joke was on us. First I started getting violation for paper work we gave the original HOA company when we bought the condo. Second they implemented a parking sticker program that give a tow company free will to tow if no sticker is on the car. What about guests? then said tow company came and plastered warning on car windows with out the stupid sticker. I own the place its my spot if I have a issue I will deal with it. Third I had a accident on the step because of no lighting and lost two front teeth and had a head injury! They will hear form my lawyer very soon. They are the worst company just look all over the internet and see.

Desired Outcome

The resolution is to do their job right and satisfy me. They have a bad reputation in this city. The bottom line is they need to think of the tenant not how they can raise more income by towing cars and fining the owners. They have my number they can call me.

the owners. They have my number they can call me.

Terra West Management Services Response

05/17/2018

The parking permit procedure and policy were adopted by the Homeowners' Association prior to Terra West Management Services becoming the management company. Terra West Management Services works at the direction of the Homeowners' Association. As it relates to the enforcement of any violation, Terra West is merely the agent of the Association. As it relates to the alleged injuries, Terra West has no record of any injury being reported. Terra West would, of course, process any claim that was raised by a homeowner in accordance with the Association's directives and insurance policies.

Customer Response

05/20/2018

(The consumer indicated he/she DID NOT accept the response from the business.) terrawest has a problem with recorded keeping and communication it seems. This Sat night 05/19/18 the gate broke. I called the number and then from the terrawest office was routed to *****. they confirmed they worked for terrawest but know one knew they managed my complex. the gate has no one listed to call over 20 of us stuck inside the gate. I lost a night of work and maybe a client! Just brilliant

Terra West Management Services Response

06/06/2018

Mr. *****: Please find the below as our formal response to the claimant's rebuttal(s). First, the rebuttal does not at all seem to address the original complaint or the business' response. Notwithstanding the same, there are number of issues that are mis-statements on behalf of the claimant. First, he is not the owner of the property. Rather, it appears that he is a tenant. Second, Terra West has all customer service managed locally. It is not possible that he spoke with an individual in ***** who was authorized to speak on behalf of Terra West. As it relates to the gate, the following are the records from the vendor retained to provide service to the gate. The claimant's representations concerning the gate is simply unsubstantiated. Emergency

gate, the following are the records from the vendor retained to provide service to the gate. The claimant's representations concerning the gate is simply unsubstantiated. Emergency Service Call-Exit gate stuck in the open position Notes added by tech Nathan *** on 5/19/2018 10:00:11 PM Slave operator blew a breaker couldn't find the panel opened gates till Monday met board president onsite. 5/23/2018 2:57:22 PM - ***** - Wrote quote and sent via service e-mail. Tye 5/23/2018 1:45:22 PM - ***** - Waiting on quote from Mike at ***** 5/21/2018 3:26:26 PM - ***** -Need to follow up on this, gates were left open Saturday night by Nathan. They can not access the breaker box, Brian board member was out there but has no access either. We need to figure this pout and gets gates closed. Also they have a pedestrian gate that is broken as well. Il wanted to use original dispatch but it was invoiced already. Contacts Name: Contacts Number or Email: Additional Information: I'll be out of town for a week but you can contact ***** at ***** she can let you in. Notes added by tech Steve ***** on 5/22/2018 10:19:21 AM Found breakers in electrical closet directly south of entry gates approx 50 feet away. Traced wires and found the entry and exit are on same circuit. From electrical box on fence behind master operator to slave operator , the wires are bad. I attempted to pull new line through existing conduit but it will not budge. Send proposal to trench across street from master to slave. We will definitely cut through the out side safety and center loop. It might be possible to save the inside loops. See pics. Notes added by tech Steve ***** on 5/22/2018 10:19:51 AM Contacted ***** in person 5/25/2018 1:23:52 PM - ***** - Created deposit invoice and emailed. 5/25/2018 11:54:01 AM - ***** - Approved Quote #***** Contacts Name: Kaylie Contacts Phone or Email: ***** Proposal to run new conduit across the road at the exit operators. 1. Saw-cut and trench. 2. Lay conduit in trench and backfill. 3. Pull new power wire through conduit and terminate. 4. Power operators and put into operation 6/5/2018 10:24:58 AM - ***** - Wrote quote and sent via service e-mail. Tye 6/4/2018 9:47:55 AM - ***** - Maglock on entry gate is not engaged Contacts Name: ***** Contacts Number or Email: ***** / Kaylie Additional Information: Notes added by tech Nathan *** on 6/4/2018 12:37:38 PM Gate must of been hit both chassis are bent and the magnetic lock barely lines up now. I would recommend new magnetic lock. Notes added by tech Nathan *** on 6/4/2018 12:39:36 PM Sent email upon completion Please let me know if I can be of further assistance to

up now. I would recommend new magnetic lock. Notes added by tech Nathan *** on 6/4/2018 12:39:36 PM Sent email upon completion Please let me know if I can be of further assistance to you in resolving this matter. Aviva ***** General Counsel
Terra West Management Services

Complaint Type: Billing/Collection Issues **Status:** Answered

03/05/2018

DISHONEST THIEVES!!! This company is just out for money, and they take advantage of the homeowners in our association. I am shocked at this company's business practices, they are SO incompetent and deserve to be shut down. We had been making payments in their online portal (as we were not told about the automatic ACH option) and suddenly were told at an HOA meeting that we were behind on dues. My husband gave them a check on the spot, and then we received a statement saying that not only did we still owe that amount, but they'd tacked on MONTHS of late fees and interest. We call to pay it and THEY HAD ALREADY SENT IT TO COLLECTIONS without contacting us AT ALL to let us know what was going on or to make it right! We ended up paying over \$500 in collections fees (something we had ZERO CHANCE to remedy prior to such action). Adding to this, I sent in our ACH form (now that we know about it) and they dragged their feet processing it so its not in effect yet, AND their online payment portal is down, so there IS NO WAY TO MAKE THE PAYMENT. They're trying to screw with people and tack on extra fees wherever possible! Oh and that's not enough? We get sporadic fines for having "weeds" in our yard, when we have one of the most manicured lawns in the circle. Most of the people that live in the circle rent, and therefore don't care at all about the appearance of their home, but we DO. My husband even goes out of his way to tend some of our elderly neighbor's yards (without being asked or paid) and this is the thanks we get!!! And don't try to call them to get anything figured out - the local office told me they couldn't help me and had me call their main office, who couldn't help me either. It is absolutely ABSURD that they call themselves a MANAGEMENT company - they do zero management and only attempt to steal from the honest homeowners here.

Desired Outcome

management and only attempt to steal from the honest homeowners here.

Desired Outcome

REFUND: Collections charges, as we had ZERO notification of unpaid monthly dues, late fees, and interest charges, and ZERO opportunity to remedy this. The association DOES have all of our contact info (including, obviously, our address and phone number) and is expected to contact us due to billing issues PRIOR to sending them to collections.

Terra West Management Services Response

03/06/2018

As a preliminary statement, any amounts collected were collected on behalf of ***** Homeowners' Association - at the Association's direction. Beyond that, the claimant receives an annual coupon book. It appears that the homeowner stopped making payments in or around August 2017. On or about November 20, 2017, the claimant was sent a delinquency notice due to the foregoing failure to pay. The claimant made a partial payment thereafter, but an outstanding balance remained. The claimant then failed to pay the December 2017, January 2018 and February 2018 assessments (again, despite receiving a coupon book). A second delinquency notice was sent to the claimant on or about January 8, 2018. At the Association's direction the outstanding balance was transferred to a **** law firm to collect the same. It was only after the outstanding balance was satisfied with the **** law firm that the claimant submitted an ACH form. Ironically, the ACH form was received the same day that the instant complaint was filed with the Better Business Bureau. Based upon the foregoing, it is clear that the claimant (a) was aware of the assessment obligation; (b) received repeated notices of the delinquency; (c) Terra West was acting on behalf of the Association and did not act outside of its scope as an agent; and (d) at all times, Terra West Management Services properly discharged its obligations. As such, the claimant is not entitled to any refund from Terra West.