CITY OF TUCSON
HOUSING & COMMUNITY DEVELOPMENT

El Portal Affordable Housing Operating Policies

REVIEW AND APPROVAL DRAFT



City of Tucson
Housing and Community Development Department

Table of Contents

El Portal Affordable Housing Operating Policies & Resident Handbook

Summary for Review and Approval 2

Operating Policies and Resident Handbook Approval Brief 3

Rent Setting Policy 4

Income Eligibility and Continued Occupancy Policy 15

Tenant Screening and Selection Policy 22

PBV Wait List Policy and Plan 29

Resident Handbook 48

Summary for Review and Approval

Requested action

Approve the four El Portal operating policies and Resident Handbook. Together, they establish consistent standards for rent setting, income eligibility and continued occupancy, tenant screening and selection, and project-based voucher waiting lists.

Why action is needed

El Portal includes approximately 330 City-owned rental homes outside the HUD Public Housing program. Of these, 48 units at Fry Apartments receive HUD Project-Based Rental Assistance and 41 units receive Continuum of Care rental assistance. The remaining units lack an ongoing federal or state rental or operating subsidy. Persistent operating deficits limit the portfolio's ability to fund maintenance, improvements, and future capital needs.

Financial stabilization and affordability

The City's strategy combines previously authorized sales of selected homes with rental subsidies wherever feasible. Project-Based Vouchers strengthen property revenue while keeping participating households' contributions affordable. Approved PHA plans authorize up to 120 El Portal PBV units in the 2026 plan year and HCD intends to include an additional 70 or more units in the 2027 plan year. Together, this will result in approximately $1,146,708 in additional annual rental revenue, subject to rent reasonableness and high occupancy. Implementation includes inspection-related repairs and capital work, phased to avoid FY27 deficit spending.

A coordinated operating framework

The policies establish consistent rent and income standards, fair screening, project-specific PBV lists, and required coordination of eligibility reviews, inspections, rents, and leasing. The Rent Setting Policy includes a Hardship Fund to help prevent move-in costs from becoming a barrier to access. The Resident Handbook explains resident and management responsibilities and references the adopted policies for detailed program rules.

Alignment with City priorities

The proposed policies advance established City priorities by preserving affordable housing, strengthening financial sustainability, and supporting equitable access. They align with Plan Tucson 2025's goals for investment in affordable and subsidized housing and effective, equitable housing services; P-CHIP's priorities for maintaining high-quality affordable rentals and preserving City-owned housing for households receiving subsidies; and the Housing Affordability Strategy for Tucson's emphasis on housing preservation, assistance for residents vulnerable to housing instability, and sustainable funding. Applying rental subsidies to strengthen property revenue while maintaining affordable tenant contributions also advances the Prosperity Initiative's priorities for housing stability and preventing displacement.

El Portal Affordable Housing

El Portal Operating Policies and Resident Handbook Approval Brief

Summary: The El Portal Operating Policies and Resident Handbook have been developed in an effort to standardize practices within the El Portal Affordable Housing portfolio and ensure lawful administration of rental housing. These policies aim to achieve three primary goals: establish an ongoing source of reliable revenue to support affordable housing delivery, adequately fund routine maintenance and ongoing capital needs to ensure the portfolio provides high-quality housing environments, and 3) preserve affordability and access for low- and moderate-income Tucsonans.

Requested Action: Approve four coordinated policies and the Resident Handbook to strengthen revenue for operations and housing preservation, maintain affordable rents, and establish consistent, accessible processes for applicants and residents.

Reliable Revenue

Use rental subsidies and consistent rent schedules to support portfolio sustainability.

Housing Quality

Support repairs and long-term preservation with clear management and resident responsibilities.

Affordable Access

Keep rents below market benchmarks and reduce barriers for low- and moderate-income households

DOCUMENT	KEY STRATEGIES AND INTENDED BENEFITS
Rent Setting Policy	**Sustainable revenue with affordability protections** Establishes gross rent for assisted properties in accord with Fair Market Rents and applicable Housing Choice Voucher payment standards. Establishes gross rent for unassisted properties at 75% of Fair Market Rent with adjustments related to property type, heating and cooling systems, and on-site amenities. Caps annual rent increase at $100/month. Establishes security deposit equal to one month's rent and a one-time $350 administrative fee to cover unit preparation, keying, and cleaning. Designates Hardship Fund to prevent move-in fees from impeding access among low-income households.
Income Eligibility and Continued Occupancy Policy	**Preserve affordable homes for households that need them** Sets consistent minimum and maximum income standards. Qualifying ongoing rental assistance satisfies the minimum-income requirement. Establishes maximum income cap at 2.5 times Fair Market Rent, the income level at which a household can successfully rent in the mainstream market without being housing cost burdened. Defined over-income transition process offers time to secure other housing or a limited additional lease at FMR-based rent, where permitted.
Tenant Screening and Selection Policy	**Consistent screening with fair access** Aligns criminal background requirements with federal program rules and considers rehabilitation, changed circumstances and disputed records in final acceptance decisions. Focuses credit review on unpaid housing-related obligations.
PBV Wait List Policy and Plan	**Connect rental subsidies to eligible residents** Establishes required policies to allow the project basing of Housing Choice Vouchers on El Portal units. Establishes project-specific waiting lists with first priority for eligible in-place residents to prevent dislocation of current tenants.
Resident Handbook	**Clear expectations that support housing quality and stability** Explains resident and management responsibilities, maintenance reporting, safety, fair housing protections and grievances. References adopted policies for detailed program rules so resident guidance remains aligned as policies are lawfully updated.

CITY OF TUCSON
HOUSING & COMMUNITY DEVELOPMENT

CITY OF TUCSON HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
EL PORTAL AFFORDABLE HOUSING PROGRAM
RENT SETTING POLICY
EFFECTIVE DATE: DECEMBER 1, 2026

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I. Purpose

The purpose of this policy is to establish a uniform, transparent, equitable, and financially sustainable methodology for determining rents, security deposits, and authorized applicant and move-in charges within the El Portal Affordable Housing Program.

This methodology is intended to:

- Maintain affordable rents below prevailing market levels.
- Provide a consistent and objective method for establishing rents.
- Support the long-term financial sustainability of the City's affordable housing portfolio.
- Generate sufficient revenue to support operations, maintenance, capital replacement, and portfolio preservation.
- Promote consistency and fairness in rent setting across the El Portal portfolio.

II. Definitions

Administrative Transfer means a relocation between El Portal dwelling units initiated by the program, rather than requested by the resident, subject to any transfer protections required by law or the applicable subsidy program. Reasons may include, but are not limited to, necessary repairs, rehabilitation or redevelopment; conditions affecting resident health or safety; changes in household size or composition requiring a different unit size; matching accessible units with households that need their features; compliance with funding, subsidy, or occupancy requirements; and other documented property management or operational needs. Administrative transfers shall remain subject to applicable notice requirements, reasonable accommodation obligations, and any relocation assistance or other transfer protections required by law or the applicable subsidy program.

Application/Screening Fee means the charge, where permitted, for the documented actual third-party cost of background checks conducted for HCD's owner screening under the El Portal Tenant Screening and Selection Policy. It does not include a markup or PHA subsidy eligibility or waiting list administration costs.

Assisted Properties means multi-family properties in which 100 percent of dwelling units are covered by rental subsidy commitments or agreements or occupied by households receiving rental assistance, and individual single-family homes leased to households receiving rental assistance. Assistance may include project-based vouchers, tenant-based Housing Choice Vouchers, Continuum of Care rental assistance, HUD project-based rental assistance, or other rental subsidy programs. Assisted properties shall be subject to Schedule A. Temporary vacancies shall not change the classification when vacant units remain designated for assisted occupancy.

El Portal Contract Rent means the target monthly rent to the owner for an El Portal dwelling unit calculated under the applicable rent schedule or special rent provision after applying approved adjustments and deducting applicable utility allowances, except as expressly provided in Section VII for qualifying over-income households, and subject to all applicable rent limits and required approvals. It excludes the allowance for tenant-paid utilities and is distinct from the household's required rent contribution. The actual rent charged to an existing resident may be lower during the phased increases described in Section V.

Exception Unit means a dwelling unit subject to additional enforceable rent restrictions arising from funding requirements, affordability restrictions, regulatory agreements, or assistance contracts.

Gross Rent means monthly rent to the owner plus the applicable allowance for tenant-paid utilities.

Housing Choice Voucher (HCV) Payment Standard means the amount established by the applicable Public Housing Authority (PHA), by bedroom size and geographic area, for calculating tenant-based voucher assistance. A payment standard generally includes an allowance for tenant-paid utilities and is not, by itself, the maximum permissible rent to the owner. For purposes of the Schedule A benchmark, the project-based voucher amount shall be the amount adopted by the PHA for that purpose, subject to the applicable PBV rent limits and Administrative Plan.

HUD Fair Market Rent (FMR) means the monthly Fair Market Rent published annually by the U.S. Department of Housing and Urban Development for the Tucson Metropolitan Statistical Area for the applicable bedroom size.

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Multi-family Property means a residential property containing two or more independent dwelling units within a single building or within multiple buildings on a common or contiguous site that is operated and managed as one property. This includes duplexes, triplexes, fourplexes, and apartment complexes. Separately located single-family homes do not constitute a multi-family property solely because they share ownership, management, or proximity.

Partially Assisted Properties means multi-family properties in which at least one, but fewer than 100 percent, of the dwelling units are covered by rental subsidy commitments or agreements or occupied by households receiving rental assistance. For purposes of this policy, these properties shall be classified as unassisted properties. Schedule B shall apply to all units within these properties, including assisted units.

Rent Reasonableness means the applicable subsidy administrator's determination that the rent complies with program requirements for comparison with comparable unassisted units, subject to any authorized program-specific exceptions.

Rent to the Owner means the total monthly rent payable to the owner under the lease, including the tenant-paid portion and any rental assistance payment. It excludes the allowance for tenant-paid utilities.

Security Deposit means money held to secure the tenant's obligations under the lease and refundable after lawful, itemized deductions. The standard refundable deposit is one month's rent.

Unassisted Properties means multi-family properties in which fewer than 100 percent of dwelling units receive rental assistance or are covered by rental subsidy commitments or agreements, and individual single-family homes leased to households without rental assistance. This classification includes partially assisted multi-family properties. Schedule B shall apply to all units in these properties, including assisted units. Temporary vacancies shall be classified according to the unit's continuing subsidy designation.

Utility Allowance means the approved monthly allowance for utilities paid directly by the tenant, determined under the applicable program requirements. It excludes utilities included in the rent and paid by the owner.

III. Applicability

This policy applies to all residential units owned and operated through the El Portal Affordable Housing Program, including rent setting, security deposits, and authorized fees and charges. Where federal, state, local, funding, subsidy, or contractual requirements mandate a different amount, calculation, refundability, or collection procedure, those

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mandatory requirements shall govern. HCD shall not collect a charge prohibited by a governing requirement.

This policy does not apply to market rate rental units administered by the Housing and Community Development Department.

IV. Rent Schedules

The El Portal portfolio includes multi-family properties and single-family homes. Rental assistance used within the portfolio may include:

- Project-based vouchers (PBVs) administered by the PHA;
- Project-based rental assistance administered by the Arizona Department of Housing, HUD, or other sources; Continuum of Care rental assistance; and tenant-based Housing Choice Vouchers or other rental subsidy programs.

The Housing and Community Development Department (HCD) shall establish two annual rent schedules: Schedule A for assisted properties and Schedule B for unassisted properties, including partially assisted multi-family properties.

A. Schedule A – Rent Schedule for Assisted Properties

Applicability. Schedule A shall apply to assisted multi-family properties as defined in Section II. Temporary vacancies shall not change a property's classification when the vacant units remain designated for assisted occupancy.

Schedule A shall also apply to individual single-family homes leased to households receiving rental assistance, including tenant-based Housing Choice Vouchers, subject to applicable program requirements and approval of the rent by the subsidy administrator.

PBV assistance shall be implemented only in Assisted Properties, as provided in the El Portal PBV Wait List Policy and Plan. HCD shall verify the property's 100 percent assisted classification, including applicable subsidy commitments or agreements, before applying Schedule A. Proposed PBV designation alone shall not change an occupied unit's subsidy status or authorize a rent adjustment. Governing PBV rent limits, rent reasonableness, required independent determinations, notices, and approvals shall apply.

Rent determination. The Schedule A gross rent benchmark shall equal the higher of the applicable HUD Fair Market Rent or the PHA's payment standard adopted for project-based voucher units, based on the unit's bedroom size and location. Gross rent includes rent to the owner plus the applicable allowance for tenant-paid utilities.

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The proposed monthly rent to the owner shall equal the Schedule A gross rent less the applicable utility allowance for tenant-paid utilities. When the owner pays all utilities covered by the allowance, no utility allowance shall be deducted. The utility allowance shall be determined under the applicable subsidy program requirements. Actual rent shall not exceed the amount approved by the subsidy administrator, the applicable reasonable rent, or any other enforceable rent limitation. Where a federal program or assistance contract prescribes a different rent-setting methodology, that methodology shall govern. Schedule A establishes the owner's gross rent and does not determine the household's required rent contribution.

Schedule updates and implementation. HCD shall update Schedule A when changes to the applicable HUD Fair Market Rents or PHA payment standards become effective. Updated amounts shall apply to proposed rents for new assisted tenancies and rent adjustments, subject to applicable program requirements.

An update to Schedule A shall not automatically modify an existing lease or approved contract rent. Changes to existing rents shall take effect only after all required approvals, notices, and applicable lease or assistance-contract requirements have been satisfied.

Exception units and properties with multiple funding sources. Units subject to additional rent restrictions arising from acquisition, development, rehabilitation, redevelopment, financing, or operating assistance shall be designated as exception units. Such restrictions may arise from federal program requirements, funding agreements, recorded affordability restrictions, regulatory agreements, or assistance contracts.

For each exception unit, HCD shall establish rent at the lowest of:

1. The rent otherwise calculated under Schedule A;
2. The maximum rent approved by the rental subsidy administrator, including any applicable rent reasonableness limitation; or
3. Any other enforceable maximum rent applicable to that unit.

HCD shall evaluate each limitation according to its governing requirements, including whether it applies to gross rent, rent to the owner, or the tenant's contribution. Applicable utility allowances shall be deducted where required, and any authorized exceptions for units receiving rental assistance shall be considered before determining the controlling limit. HCD shall document each exception unit, the applicable restrictions, and the basis for the approved rent.

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B. Schedule B – Rent Schedule for Partially Assisted and Unassisted Properties

Schedule B shall apply to all unassisted properties, including all units in partially assisted multi-family properties (including assisted units). Assisted unit rents remain subject to subsidy administrator approval, rent reasonableness, and any other applicable rent restrictions.

The Schedule B gross rent shall equal seventy-five percent (75%) of the current HUD Fair Market Rent for the Tucson Metropolitan Statistical Area for the applicable bedroom size. The proposed monthly rent to the owner shall be calculated from that benchmark using the following adjustments:

- Utility allowance. The applicable allowance for tenant-paid utilities shall be deducted using the approved HCV utility allowance schedule in effect when the rent is established or adjusted, unless another allowance is required by applicable program rules. No allowance shall be deducted for utilities paid by the owner.

- Housing type adjustment. A $75 monthly adjustment shall be added for detached single-family homes to recognize their increased operating, maintenance, repair, and capital replacement costs.

- Property feature adjustments. HCD may apply downward adjustments under a written schedule reviewed annually and approved by the Department Director. Adjustments shall reflect objectively documented differences in functional features, amenities, or tenant costs (e.g. evaporative cooling, lack of on-site laundry facilities/hookups, etc.) The program shall not charge upward property feature adjustments for modernization, rehabilitation, or higher-quality finishes. Adjustments shall be applied consistently to comparable units.

- Other adjustments. HCD shall apply any other adjustments expressly authorized by this policy or required by applicable funding requirements.

Schedule B maximum rent. Except as provided in Section VII for qualifying over-income households, after all adjustments, gross rent shall not exceed ninety percent (90%) of the applicable HUD Fair Market Rent. Accordingly, the maximum monthly rent to the owner shall equal 90% of the applicable FMR less the applicable utility allowance for tenant-paid utilities. The El Portal Contract Rent shall be the lower of the adjusted Schedule B calculation or this maximum, subject to any lower enforceable program limit and required subsidy administrator approval.

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V. Rent Increases for Existing Residents in Unassisted Units

New and renewing residents shall be charged the El Portal Contract Rent established under the rent schedule in effect on the lease's effective date, subject to all required approvals. Transfers by existing residents shall be governed by Section VI.

Except as provided in Section VII for qualifying over-income households, when an existing resident's current monthly rent to the owner is below the applicable El Portal Contract Rent, HCD shall increase that monthly rent once annually by the lesser of $100 or the amount needed to reach the applicable El Portal Contract Rent. Increases remain subject to required approvals, notices, lease terms, and applicable program requirements. This provision governs rent to the owner, not the household's income-based contribution under a rental assistance program.

VI. Unit Transfers

Administrative transfers. When the program initiates an administrative transfer, the resident's rent to the owner for the replacement unit shall be the lesser of the El Portal Contract Rent for the original unit or the El Portal Contract Rent for the replacement unit, calculated using the schedules and allowances applicable at the time of transfer. Any phased increase applicable under Section V shall remain subject to that lesser amount. More protective requirements imposed by law or the applicable subsidy program shall govern.

Resident-requested transfers. Resident-requested transfers may only occur at the end of a lease term. When an existing resident voluntarily elects to transfer to another El Portal unit at the end of the current lease, the resident shall be charged the El Portal Contract Rent for the replacement unit under the schedule in effect on the new lease's effective date, subject to applicable program requirements and required approvals. A transfer required as a reasonable accommodation or under another legal or program protection shall be evaluated under those requirements before this provision is applied.

For assisted households, these provisions establish rent to the owner. The household's required contribution shall continue to be determined under the applicable rental assistance program.

PBV transfers shall also follow the continued-assistance, unit-size, accessibility, and transfer procedures in Sections VI.C and X.A of the El Portal PBV Wait List Policy and Plan. A program-required transfer shall not become an ordinary resident-requested transfer solely because the household accepts the replacement unit. Mandatory subsidy requirements and required approvals shall govern any conflicting local provision.

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VII. Rents for Over-Income Households

Applicability. This section applies to resident households determined to be over-income that elect the additional continued-occupancy lease term authorized by Section VIII of the El Portal Income Eligibility and Continued Occupancy Policy. Income determinations, transition periods, eligibility for the additional term, and the permitted duration of occupancy shall be governed by that policy.

Contract rent. The monthly contract rent for the additional continued-occupancy lease term shall equal one hundred percent (100%) of the applicable published HUD Fair Market Rent for the unit's bedroom size. No utility allowance shall be deducted from the published FMR. The household shall be responsible for tenant-paid utilities under the lease unless deemed infeasible by HCD due to master metering or other applicable limitations. The 100% FMR amount is the total rent to the owner, rather than the household's income-based contribution under a rental assistance program.

Effective date and implementation. The 100% FMR contract rent shall take effect upon the applicable lease renewal, after all required notices and approvals and subject to applicable lease and assistance-contract requirements.

Relationship to standard rent provisions. The 100% FMR contract rent shall supersede both the standard Schedule B maximum in Section IV.B and the $100 annual phase-in limit in Section V. The adjustment shall not be phased in under Section V. No housing type or property feature adjustment shall be added to or deducted from the 100% FMR amount. These provisions remain subject to the governing program requirements and interpretations described below.

Governing program requirements and interpretations. HCD shall apply this section only to the extent permitted by applicable law, funding restrictions, subsidy rules, assistance contracts, and controlling program interpretations. HCD shall not charge a rent exceeding an enforceable program limit or the amount approved by the subsidy administrator. Where governing requirements or controlling program interpretations require a different rent, utility allowance treatment, or implementation date, those requirements shall govern. HCD shall document the basis for any different treatment in the tenant file, including any required approval or interpretation from the subsidy administrator.

VIII. Security Deposit and Administrative Fee

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Refundable Security Deposit. HCD shall require a refundable security deposit equal to one month's contract rent for the unit. For households receiving rental assistance, the deposit shall be calculated using the total monthly contract rent, including both the household's portion and the rental assistance payment. The deposit shall be held separately from the Administrative Fee and may be applied only to lawful charges under the lease. HCD shall provide an itemized accounting of deductions and return any remaining balance in accordance with Arizona law and applicable rental assistance program requirements.

Administrative Fee. HCD shall charge a separate, one-time Administrative Fee of $350 to cover the cost of unit preparation, keying, and cleaning. The fee shall be nonrefundable and earned at the time the household accepts possession of the unit. The fee shall not constitute a security deposit, prepaid rent, or payment toward monthly rent. Its amount, purpose, and nonrefundable status shall be disclosed in writing before unit acceptance and stated in the lease or an accompanying fee agreement.

Resident-Requested Transfers. A resident-requested transfer to another El Portal unit shall require a new Administrative Fee of $350 for preparation, keying, and cleaning of the receiving unit. The fee shall be nonrefundable and earned when the household accepts possession of the receiving unit, subject to the program requirements below.

Administrative transfers and transfers resulting from compliance with VAWA requirements, reasonable accommodations, and/or to meet the documented disability-related needs of a resident households shall not be assessed an Administrative Fee.

Program Requirements. The Administrative Fee shall be assessed only to the extent permitted by applicable law and rental assistance program requirements. HCD shall not charge the fee for costs customarily included in rent or provided without additional charge to unassisted tenants in the premises where prohibited by program rules. The fee shall not cover rental assistance eligibility determinations, program administration, or required program inspections. Where an applicable requirement prohibits or limits the fee, including requirements governing reasonable accommodations or protected transfers, HCD shall waive or reduce it accordingly.

El Portal Hardship Fund. The El Portal portfolio shall maintain a designated Hardship Fund subject to funding availability. The Hardship Fund shall be funded using El Portal revenue surplus annually at an amount determined by the Department Director. Applicants may

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HCD shall disclose all required deposits and fees before accepting payment and shall administer them consistently with the lease, fair housing requirements, and governing program rules. New charges under this section shall apply prospectively to new tenancies after policy adoption and required disclosures. They shall not be imposed retroactively on an existing lease. On an internal transfer or conversion to rental assistance, HCD shall account for deposits already held and shall not automatically collect a second deposit. Any adjustment shall comply with governing requirements and the approved lease terms.

At move-in, HCD shall provide a signed lease, a form for recording existing damage, and written notice of the tenant's right to be present at the move-out inspection, as required by A.R.S. § 33-1321(C). Refundable security shall be applied only to lawful charges under the lease and applicable law, with no duplicate recovery of the same cost. Within fourteen days, excluding Saturdays, Sundays, and legal holidays, after termination of the tenancy, delivery of possession, and the tenant's demand, HCD shall provide an itemized deduction statement and any refund due in accordance with A.R.S. § 33-1321(D), or sooner where governing requirements require. HCD shall mail the statement and refund by first-class mail to the tenant's last known address unless the tenant makes other arrangements in writing.

IX. Administrative Authority

The Community Services Administrator overseeing the El Portal portfolio is authorized to make administrative updates necessary to implement this policy, including updates to:

- HUD Fair Market Rents;
- HCV payment standards and utility allowance values;
- Property feature adjustment amounts, subject to Department Director approval;
- Other administrative values incorporated into the annual rent schedule.

Any substantive modification to this policy's rent-setting methodology or deposit and fee requirements, including changes to gross rent benchmarks, Fair Market Rent percentages, adjustment categories, calculation methodology, deposit amounts, fee amounts or purposes, or refundability, shall require approval by the Tucson Mayor and Council and any additional approval required by law or governing agreements. An individual partial waiver expressly authorized by Section VIII.D shall not constitute a substantive policy amendment.

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X. Policy Interpretation

The Community Services Administrator overseeing the El Portal portfolio shall be responsible for the day-to-day administration and interpretation of this policy. Questions concerning implementation shall be resolved consistently with applicable legal and contractual requirements, the purposes of this policy, and the long-term financial sustainability of the El Portal Affordable Housing Program.

Where circumstances arise that are not specifically addressed by this policy, the Community Services Administrator may recommend an administrative interpretation to the Department Director for approval. An administrative interpretation shall not modify substantive policy requirements or waive a mandatory legal or program requirement.

XI. Relationship to Other El Portal Policies

The El Portal Income Eligibility and Continued Occupancy Policy governs income determinations, transition periods, and eligibility for the additional continued-occupancy lease term described in Section VII. The El Portal Tenant Screening and Selection Policy governs owner screening, selection, and owner-screening appeals. The El Portal PBV Wait List Policy and Plan governs PBV subsidy admissions, waiting lists, reviews, conversion, and transfer procedures. This policy governs rent to the owner, security deposits, and authorized applicant and move-in charges and shall be administered with those policies, subject to governing legal and program requirements.

XII. Policy Review and Staff Training

HCD shall review this policy periodically and when changes in law or governing program requirements warrant review. Staff responsible for rent calculations, utility allowances, rent adjustments, transfers, deposits, fees, and deposit refunds shall receive periodic training to support consistent implementation.

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CITY OF TUCSON
HOUSING & COMMUNITY DEVELOPMENT

CITY OF TUCSON HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
EL PORTAL AFFORDABLE HOUSING PROGRAM
INCOME ELIGIBILITY AND CONTINUED OCCUPANCY POLICY
EFFECTIVE DATE: DECEMBER 1, 2026

I. Purpose

The purpose of this policy is to establish uniform, transparent, and consistently applied income eligibility standards for admission to and continued occupancy within the El Portal Affordable Housing Program. This policy is intended to:

- Promote successful tenancies and sufficient financial capacity to meet rental obligations;
- Preserve affordable housing opportunities for households that benefit from reduced rents;
- Provide a defined transition process for households whose incomes exceed the program's maximum; and
- Support the long-term financial sustainability of the El Portal portfolio.

II. Definitions

Annual El Portal Contract Rent means the applicable monthly El Portal Contract Rent established under the El Portal Rent Setting Policy multiplied by twelve.

Annual HUD Fair Market Rent means the applicable monthly HUD Fair Market Rent for the unit's bedroom size multiplied by twelve.

Applicant means a person or household seeking admission to the El Portal Affordable Housing Program.

Business Day means a day on which City of Tucson administrative offices are open for regular business, excluding weekends and City-observed holidays.

El Portal Contract Rent has the meaning established in the El Portal Rent Setting Policy, including any special rent applicable to an over-income household under Section VII of that policy.

Gross Household Income means the anticipated annual gross income of all adult household members from recurring sources, including wages, self-employment income, pensions, Social Security benefits, disability benefits, unemployment compensation, child

DRAFT

support, public assistance, investment income, and other recurring income. Where governing funding or subsidy rules prescribe different income inclusions, exclusions, or calculation methods, those requirements shall govern.

Household means all persons who occupy or will occupy the dwelling unit.

Housing and Community Development Department (HCD) means the City of Tucson department responsible for administering the El Portal Affordable Housing Program.

HUD Fair Market Rent (FMR) means the monthly Fair Market Rent published by the U.S. Department of Housing and Urban Development for the Tucson Metropolitan Statistical Area for the applicable bedroom size.

Ongoing Rental Assistance means rental assistance expected to be available during the tenancy through a federal, state, local, tribal, or other governmental program, or another comparable rental subsidy program approved by HCD. This includes tenant-based and project-based assistance. One-time emergency assistance does not, by itself, constitute ongoing rental assistance.

Over-Income Household means a resident household whose verified gross annual household income exceeds the maximum applicable under this policy, subject to governing funding and subsidy requirements.

Subsidy Administrator means the entity responsible for determining eligibility for and administering the rental assistance applicable to a household or unit.

III. Applicability

This policy applies to applicants and residents of the El Portal Affordable Housing Program. It governs income eligibility for admission, income verification and calculation, and income-related continued-occupancy determinations.

Mandatory federal, state, local, funding, subsidy, and contractual requirements shall govern where they conflict with this policy. HCD shall apply any additional mandatory income limits or targeting requirements applicable to the unit. The program-specific provisions in Section VI shall govern the application of El Portal's local income requirements to households receiving rental assistance.

This policy does not apply to market rate rental units administered by the Housing and Community Development Department.

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IV. Minimum Income Requirement

Except as provided in Section VI or approved under Section IX, applicants shall demonstrate annual gross household income equal to at least two times the Annual El Portal Contract Rent for the unit for which they are applying. Income may be derived from one or more adult household members.

V. Maximum Income Requirement

Except as provided in Section VI or approved under Section IX, applicants shall not have a monthly income (calculated as annual gross income divided by 12) exceeding two and one-half (2.5) times the HUD Fair Market Rent for the unit's bedroom size. This maximum is intended to preserve reduced-rent housing for households less able to obtain housing in the mainstream rental market.

VI. Households Receiving Ongoing Rental Assistance

A. Minimum Income Waiver

Applicants and residents receiving ongoing rental assistance shall be deemed to satisfy the minimum income requirement. Assistance may include Housing Choice Vouchers, project-based vouchers, Emergency Housing Vouchers, HUD-VASH vouchers, Family Unification Program vouchers, Non-Elderly and Disabled vouchers, Continuum of Care rental assistance, HOME tenant-based rental assistance, HUD project-based rental assistance, or another qualifying rental subsidy.

HCD shall verify that the assistance is approved for use in the unit and will be effective when the tenancy begins for a period of not less than 90 days. For residents, HCD shall verify the continuing assistance when required for the applicable income review.

B. Maximum Income Requirement

Receipt of rental assistance shall not, by itself, waive the maximum income requirement in Section V. HCD shall apply that maximum income requirement only to the extent permitted by the applicable subsidy program and the unit's governing requirements. Where a conflict exists, the mandatory program requirement shall govern, and HCD shall document the applicable treatment in the tenant file.

For PBV assistance, the PHA shall determine federal eligibility under the El Portal PBV Wait List Policy and Plan and the applicable HCV Administrative Plan.

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VII. Verification and Calculation of Income

Applicants shall provide documentation sufficient to verify anticipated annual household income. Residents shall provide the documentation required for renewal reviews under Section VIII. Acceptable documentation may include:

- Pay statements or employer verification;
- Federal income tax returns;
- Social Security, pension, or retirement benefit statements;
- Public assistance or unemployment compensation records;
- Child support documentation;
- Self-employment records; or
- Other documentation acceptable to HCD and permitted by applicable program requirements.

The Residential Property Manager may request additional documentation reasonably necessary to determine household income accurately. HCD shall use the income calculation and verification methods required by any applicable funding or subsidy program.

For El Portal's local income determination, household income shall be projected for the twelve months following admission or the applicable lease renewal. When income is seasonal, variable, or difficult to project, HCD shall use the best available verifiable information to estimate anticipated annual income. The Community Services Administrator shall oversee consistent implementation.

VIII. Continued Occupancy

A. Renewal Review

HCD shall evaluate income eligibility at initial admission and at each lease renewal. A reduction in household income after admission shall not, by itself, require the household to vacate or reduce the rent established under the El Portal Rent Setting Policy. Applicable subsidy rules governing the household's contribution or other mandatory rent adjustments shall remain in effect.

B. Over-Income Transition

Subject to subsection D, if a household's verified annual gross income exceeds the applicable maximum at lease renewal, HCD shall offer one four-month extension of its lease on a month-to-month basis to provide reasonable time to secure alternative housing in the private rental market. The applicable rental increase during that four-month period

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shall be equal to the maximum annual rental increase amount defined in Section V of the El Portal Rent Setting Policy.

C. Additional Continued Occupancy

In lieu of vacating, the household may elect to remain in the dwelling unit for up to one additional twelve-month lease term. Rent for that additional term shall be established and implemented under Section VII, Rents for Over-Income Households, of the El Portal Rent Setting Policy, subject to subsection D below.

D. Governing Program Requirements and Resident Protections

The transition periods and continued-occupancy options in this section shall apply only to the extent permitted by applicable law, funding restrictions, subsidy rules, assistance contracts, lease requirements, and controlling program interpretations. HCD shall not impose the over-income transition requirement where a governing program prohibits termination or nonrenewal on that basis. Program requirements governing rent shall be applied under Section VII of the El Portal Rent Setting Policy. Where a conflict exists, the mandatory program requirement shall govern, and HCD shall document the applicable treatment in the tenant file.

For a unit selected for PBV conversion, the specific conversion and nonrenewal provisions in Section V of the El Portal PBV Wait List Policy and Plan shall govern in place of the over-income transition and additional lease term in subsections B and C, subject to applicable law, funding restrictions, subsidy rules, and resident protections. HCD shall document the applicable basis and approvals before issuing a nonrenewal notice.

HCD shall provide required notices, consider reasonable accommodations, and apply other resident protections before implementing an adverse continued-occupancy determination. Expiration of a transition or additional lease term shall not authorize removal without the notices and legal procedures required by the governing lease, law, and program.

IX. Exceptions

The Department Director or designee may approve exceptions to El Portal's minimum or maximum income requirements when necessary to further the purposes of the program and permissible under applicable law and governing funding or subsidy requirements. Exceptions shall not waive a mandatory income limit, targeting requirement, or other eligibility restriction imposed through applicable law, regulation, or funding agreement.

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HCD shall document the exception request, supporting information, determination, and basis for approval or denial in the applicant or resident file. Requests for reasonable accommodation and other legally required protections shall be evaluated under their governing requirements and shall not be treated solely as discretionary exceptions.

X. Notices and Review of Income Determinations

HCD shall provide written notice of an adverse income eligibility or continued-occupancy determination, including its basis, any applicable transition or continued-occupancy options, and instructions for requesting review. Applicants and residents may request review within five business days after receiving the notice, subject to any different mandatory program deadline or required accommodation.

The Department Director or a designee who was not involved in the original determination shall conduct the review. HCD shall issue a written final determination within ten business days after receiving the request, unless a different procedure or deadline is required by the governing program. This review shall not replace any separate subsidy administrator review, legally required hearing, or other available legal remedy.

XI. Administrative Authority

The Community Services Administrator overseeing the El Portal portfolio shall administer this policy and may approve technical or administrative updates to forms, verification procedures, published reference values, and other implementation materials consistent with the adopted policy. Administrative updates shall not modify substantive eligibility standards, screening criteria, selection preferences, continued-occupancy requirements, or review rights.

Substantive modifications to this policy shall require approval by the Tucson Mayor and Council and any additional approval required by law, the applicable funding source, or governing agreements. Approval of an individual exception expressly authorized by this policy shall not constitute a substantive policy amendment.

XII. Policy Interpretation

The Community Services Administrator overseeing the El Portal portfolio shall be responsible for the day-to-day administration and interpretation of this policy. Questions concerning implementation shall be resolved consistently with applicable legal and contractual requirements, the purposes of this policy, and the related El Portal policies.

Where circumstances arise that are not specifically addressed by this policy, the Community Services Administrator may recommend an administrative interpretation to the

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Department Director for approval. An administrative interpretation shall not modify substantive policy requirements or waive a mandatory legal or program requirement.

XIII. Relationship to Other El Portal Policies

The El Portal Rent Setting Policy establishes unit rents, including the rent calculation and implementation requirements for qualifying over-income households. This policy establishes income eligibility, verification, exceptions, and income-related continued occupancy, including the transition periods and additional lease term described in Section VIII. The El Portal Tenant Screening and Selection Policy governs application processing, background screening, selection, housing offers, and review of owner-screening denials. The El Portal PBV Wait List Policy and Plan governs PBV subsidy admissions, waiting lists, reviews, and specific conversion and transfer procedures.

HCD shall administer these policies together without duplicating income thresholds or verification standards in the Tenant Screening and Selection Policy. Mandatory legal and program requirements shall govern any conflict.

XIV. Policy Review and Staff Training

HCD shall review this policy periodically and when changes in applicable law or program requirements warrant review. Staff responsible for income determinations and continued-occupancy decisions shall receive periodic training to support consistent implementation.

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CITY OF TUCSON
HOUSING & COMMUNITY DEVELOPMENT

CITY OF TUCSON HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
EL PORTAL AFFORDABLE HOUSING PROGRAM
TENANT SCREENING AND SELECTION POLICY
EFFECTIVE DATE: DECEMBER 1, 2026

I. Purpose

The purpose of this policy is to establish uniform, transparent, and equitable procedures for screening and selecting prospective residents of the El Portal Affordable Housing Program. The policy supports housing stability and community safety and shall be administered in accordance with applicable fair housing and civil rights requirements.

II. Definitions

Adult Household Member means a person age 18 or older who is included in the applicant household and will reside in the unit.

Applicant means a person or household seeking admission to the El Portal Affordable Housing Program.

Business Day means a day on which City of Tucson administrative offices are open for regular business, excluding weekends and City-observed holidays.

Conditional Approval means a preliminary determination that an applicant meets the applicable screening criteria, subject to completion of required verification, subsidy eligibility determinations, and other admission requirements. Conditional approval does not guarantee a unit or rental assistance.

Coordinated Entry means the community's coordinated process for assessing, prioritizing, and referring households to participating homelessness assistance programs, including applicable Continuum of Care (CoC) housing programs.

Housing and Community Development Department (HCD) means the City of Tucson department responsible for administering the El Portal Affordable Housing Program.

Public Housing Authority (PHA) means the agency responsible for administering the applicable Housing Choice Voucher (HCV) or project-based voucher (PBV) assistance.

Rental Assistance means a rental subsidy provided through an HCV, PBV, CoC rental assistance, HUD project-based rental assistance (PBRA), or another rental subsidy program approved by HCD.

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Subsidy Administrator means the entity responsible for determining eligibility for and administering the rental assistance applicable to a household or unit.

III. Applicability

This policy applies to applicants seeking admission to rental units administered through the El Portal Affordable Housing Program. Screening requirements applicable to adult household members shall apply to each household member age 18 or older.

Where applicable federal, state, local, funding, or contractual requirements mandate different eligibility, screening, selection, notice, or review procedures, those requirements shall govern. HCD's screening of applicants as the property owner is separate from the subsidy administrator's determination of eligibility for rental assistance.

IV. Application Requirements

A. Application Submission

Applicants shall submit a complete application and the required documentation, including:

- Government-issued photo identification;
- Income eligibility documentation required under the El Portal Income Eligibility and Continued Occupancy Policy;
- Acknowledgment of screening and selection standards; and
- Authorization to conduct required background checks.

V. Screening Criteria

A. Income Eligibility

Applicants shall satisfy the El Portal Income Eligibility and Continued Occupancy Policy, including its applicable verification requirements and provisions for households receiving rental assistance. HCD shall determine and document income eligibility under that policy before approving admission. Any additional eligibility requirements imposed by the applicable funding source or rental subsidy program shall also apply.

B. Background Screening

HCD shall conduct background screening for all adult household members. Screening shall include criminal history and rental history and may include a review of housing-related credit information. Screening findings shall be evaluated under the criteria below, subject to applicable legal and program requirements and the exceptions provision in subsection 4.

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1. Criminal History

HCD shall conduct a criminal background check for each adult household member. Grounds for denial may include:

1. Conviction for a violent felony offense within the past three years;
2. Lifetime sex offender registration;
3. Conviction for arson;
4. Conviction for murder;
5. Conviction for manufacturing, trafficking, or distributing illegal substances within the past three years;
6. Conviction for simple possession of illegal substances or paraphernalia within the past 12 months; or
7. Conviction for felony offense that relate to a general crime other than those listed above within the past 12 months.

Where applicable law or rental assistance program requirements establish a mandatory prohibition on admission, HCD shall apply that prohibition.

2. Rental History

HCD shall review available prior rental history. Grounds for denial include:

1. A documented eviction within the past three years due to lease violations or nonpayment;
2. Repeated lease noncompliance; or
3. Negative landlord references documenting behavior affecting neighbors or property.

3. Housing-Related Credit History

HCD may review credit reports for utility or rent debts and housing-related judgments or collections which remain unpaid at the time of application.

Poor credit history for reasons other than those identified above shall not disqualify an applicant who meets all other eligibility requirements.

4. Exceptions and Mitigating Circumstances

Except where admission is prohibited by applicable law or program requirements, HCD shall provide applicants an opportunity to submit information explaining adverse background findings or supporting an exception to the screening criteria before issuing a final denial. HCD shall consider relevant circumstances, which may include, but are not limited to:

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- The nature, severity, frequency, and age of the conduct or circumstances;
- The applicant's age at the time of the conduct;
- Completion of rehabilitation, treatment, or reentry programs;
- Subsequent rental history, employment history, or other evidence of changed circumstances;
- References from housing providers, service providers, employers, or community members;
- Circumstances contributing to unpaid housing-related debt or prior lease violations, including temporary financial hardship;
- Errors, incomplete information, or disputed findings in screening records; and
- Requests for reasonable accommodation or other applicable legal or program protections.

The Housing and Community Development Director, or their designee, shall evaluate exception requests consistently and document the basis for each determination. Review shall focus on the applicant's ability to meet tenancy obligations and any relevant risk to residents, staff, or property. Documentation including the exception request, supporting documents provided by the applicant, and the Department's determination shall be retained in the applicant file.

An exception under this subsection shall not waive a mandatory eligibility requirement or prohibition on admission. Applicants denied admission shall receive written notice and an opportunity for review in accordance with Sections VI and VII.

VI. Selection and Offer Process

A. Processing Order and Program Requirements

HCD shall review applications in the order received, except where an approved preference, waiting list, referral process, or other applicable program requirement establishes a different selection order. Any preference shall be established in the governing written policy. Reasonable accommodations shall be considered individually and shall not be treated as a general selection preference.

PBV units. Applicants shall be selected from the applicable PBV waiting list under the adopted PHA HCV Administrative Plan and the El Portal PBV Wait List Policy and Plan. HCD shall complete owner screening, including consideration of applicable mitigating circumstances and exceptions under this policy, and the PHA shall determine eligibility for PBV assistance before a housing offer is made. Preliminary selection, interview, or referral

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notices shall not constitute a housing offer or guarantee of assistance. Required unit, contract, and leasing approvals shall be completed before assistance begins.

CoC-assisted units. Referrals and selection shall follow the applicable Coordinated Entry process, CoC written standards, project eligibility requirements, and grant conditions.

HUD PBRA units. Selection shall follow the applicable project tenant selection plan, waiting list procedures, preferences, and HUD or contract administrator requirements.

B. Offer of Housing

Applicants who meet the applicable screening and program eligibility requirements shall be conditionally approved and offered an available unit under the applicable selection process. Applicants shall respond within three business days after receiving the offer, except that a PBV housing offer shall allow at least ten business days after receipt under Section IX.A of the El Portal PBV Wait List Policy and Plan. Required reasonable accommodations, approved extensions, and different governing program deadlines shall apply. Conditional approval shall not authorize occupancy or assistance before required approvals and lease execution.

C. Notification of Denial

HCD shall provide applicants who are denied admission with written notice stating the specific reasons for denial and instructions for requesting review under Section VII. Any separate notice or review required by the applicable subsidy program shall also be provided. For PBV units, notices shall distinguish HCD's owner-screening decision from the PHA's subsidy eligibility decision and identify the separate review rights under Section IX.B of the El Portal PBV Wait List Policy and Plan.

VII. Appeals Process

Applicants may appeal an HCD screening denial within five (5) business days after receiving the denial notice. Appeals shall be submitted in writing and reviewed by the Department Director or a designee who was not involved in the original decision. HCD shall provide reasonable accommodations as required for access to the appeal process.

HCD shall issue a written final determination within ten (10) business days after receiving the appeal, unless a different procedure or deadline is required by the applicable program. A review of an HCD owner-screening decision does not replace a separate review of a subsidy administrator's eligibility decision.

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VIII. Fair Housing and Civil Rights

HCD shall administer this policy in accordance with the Fair Housing Act, the Americans with Disabilities Act, and other applicable civil rights requirements. The program shall not discriminate based on race, color, religion, sex, national origin, familial status, disability, sexual orientation, gender identity, or lawful source of income.

HCD shall consider requests for reasonable accommodations and shall apply any additional applicant protections required by law or the applicable funding or rental assistance program.

IX. Administrative Authority

The Community Services Administrator overseeing the El Portal portfolio shall administer this policy and may approve technical or administrative updates to forms, verification procedures, published reference values, and other implementation materials consistent with the adopted policy. Administrative updates shall not modify substantive eligibility standards, screening criteria, selection preferences, continued-occupancy requirements, or review rights.

Substantive modifications to this policy shall require approval by the Tucson Mayor and Council and any additional approval required by law, the applicable funding source, or governing agreements. Approval of an individual exception expressly authorized by this policy shall not constitute a substantive policy amendment.

X. Policy Interpretation

The Community Services Administrator overseeing the El Portal portfolio shall be responsible for the day-to-day administration and interpretation of this policy. Questions concerning implementation shall be resolved consistently with applicable legal and contractual requirements, the purposes of this policy, and the related El Portal policies.

Where circumstances arise that are not specifically addressed by this policy, the Community Services Administrator may recommend an administrative interpretation to the Department Director for approval. An administrative interpretation shall not modify substantive policy requirements or waive a mandatory legal or program requirement.

XI. Relationship to Other El Portal Policies

The El Portal Income Eligibility and Continued Occupancy Policy governs local income requirements, verification, and income-related occupancy. The El Portal Rent Setting Policy governs rent to the owner, utility allowances, and transfer rent. The El Portal PBV Wait List Policy and Plan governs PBV waiting lists, subsidy admissions, referrals, PBV-specific offer

DRAFT

deadlines, PHA reviews, conversion, and transfer procedures. This policy governs owner screening, mitigating circumstances, owner exceptions, and owner-screening appeals. HCD shall administer the policies together, subject to governing legal and program requirements.

XII. Policy Review and Staff Training

HCD shall review this policy periodically and when changes in applicable law or program requirements warrant review. Staff responsible for application processing, screening, and selection shall receive periodic training to support consistent implementation.

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CITY OF TUCSON
HOUSING & COMMUNITY DEVELOPMENT

CITY OF TUCSON HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
EL PORTAL AFFORDABLE HOUSING PROGRAM
PBV WAIT LIST POLICY AND PLAN
EFFECTIVE DATE: DECEMBER 1, 2026

I. Purpose

The purpose of this policy is to establish uniform, transparent, and consistently applied procedures for admitting eligible El Portal residents to project-based voucher assistance, administering project-specific waiting lists, and filling PBV vacancies. Eligible in-place families shall receive the mandatory absolute selection preference. Assistance shall require a documented eligibility determination, an appropriately sized unit, and satisfaction of applicable PBV contract and tenancy requirements.

II. Definitions

Administrative Transfer has the meaning established in the El Portal Rent Setting Policy. Transfers required by a subsidy program, reasonable accommodation, or another legal protection remain subject to the governing requirements.

Assisted Properties has the meaning established in the El Portal Rent Setting Policy, including its requirement that 100 percent of dwelling units in a multi-family property be covered by rental subsidy commitments or agreements or occupied by households receiving rental assistance.

Business Day means a day on which City of Tucson administrative offices are open for regular business, excluding weekends and City-observed holidays.

HCV Administrator means the Community Services Administrator responsible for the applicable PHA Housing Choice Voucher program.

Housing and Community Development Department (HCD) means the City of Tucson department responsible for administering the El Portal Affordable Housing Program and the applicable PHA voucher program.

Housing Assistance Payments (HAP) Contract means the contract between the PHA and the owner governing rental assistance for the specified PBV contract units.

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In-Place Family means a family residing in a proposed PBV contract unit on the applicable proposal or project selection date established under 24 CFR 983.51(g), subject to the eligibility and selection provisions of this policy.

Project means the housing project identified under applicable HUD PBV requirements and recorded in Appendix B. A HUD project designation does not, by itself, determine the property classification used for El Portal rent setting.

Project-Based Voucher (PBV) means rental assistance attached to a contract unit under the PHA project-based voucher program, subject to applicable family mobility and continued-assistance rights.

Property Management means HCD staff or an authorized management agent performing owner screening, leasing, and property administration for El Portal units.

Public Housing Authority (PHA) means the agency responsible for administering the applicable Housing Choice Voucher or project-based voucher assistance.

III. Applicability

This policy applies to ordinary PBV assistance under 24 CFR part 983 at El Portal properties. It does not establish RAD conversion rules or grant RAD exemptions from eligibility screening. El Portal is a portfolio name; each HUD-defined project shall be identified in Appendix B before its waiting list operates.

PBV assistance shall be implemented only in properties that qualify as Assisted Properties under the El Portal Rent Setting Policy. HCD shall document the basis for the property's 100 percent assisted classification, including applicable subsidy commitments or agreements, in Appendix B before assistance begins. Proposed PBV designation alone shall not establish a subsidy commitment or authorize placing an ineligible occupied unit under the HAP contract. Initial conversion shall be sequenced consistently with Section V and governing PBV requirements.

A. Governing Requirements

Applicable law, HUD requirements, funding restrictions, assistance contracts, and the adopted PHA HCV Administrative Plan in effect for the action shall govern. HCD shall apply the related El Portal policies as described in Section XIV. Staff shall not apply a local provision that conflicts with a mandatory legal or program requirement. The HCV Administrator and the Community Services Administrator overseeing the El Portal portfolio shall refer a material conflict to the Department Director and counsel for resolution before

DRAFT

the affected action proceeds. A proposed Administrative Plan amendment shall not be implemented before its adoption and effective date.

The project schedule must identify the administering PHA and voucher funding source for each project. Tucson and Pima County PHA lists, admissions, funding, and income-targeting records shall remain attributable to the correct PHA; this policy does not authorize combining their resources or compliance calculations.

IV. Administration and Responsibilities

The PHA HCV program shall establish and maintain each El Portal project list, accept applications, verify preference status, determine final program eligibility and subsidy size, calculate assistance, make referrals, issue admission decisions, and provide required reviews. Property management shall provide accurate occupancy and vacancy information, apply the El Portal Tenant Screening and Selection Policy, including its exceptions and mitigating-circumstances provisions, issue owner rejection notices, and execute approved leases. Property management may assist with applications but may not change list order, promise assistance, or make final PHA eligibility determinations.

The HCV Administrator shall designate staff and a supervisor for each list. A supervisor other than the staff member who processed the case shall approve initial in-place admission files and any departure from ordinary referral order. Independent entity duties for PHA-owned housing shall remain with the required independent entity.

V. In-Place Families

An in-place family is a family residing in a proposed PBV contract unit on the proposal or project selection date defined in 24 CFR 983.51(g). For a noncompetitively selected project, this is the date of the PHA board resolution approving PBV assistance at the specific project. For competitive selection, it is the date of the written proposal selection notice. A general portfolio discussion or anticipated HAP date shall not substitute for the legally applicable selection event.

Before resident processing, staff shall reconcile the proposed contract unit schedule with leases, occupancy records, and available supporting records as of the selection date. Staff shall give residents an opportunity to correct errors or document occupancy. The protected roster shall distinguish vacant units, in-place applicants, current voucher participants, and households that moved in after selection. Later move-ins do not acquire the initial in-place preference merely by residing there when the HAP contract begins.

Each qualifying in-place family shall be assisted to apply, placed on the applicable PBV list if not already listed, and given the absolute selection preference after eligibility is

DRAFT

established. No preexisting position on the tenant-based HCV list is required. The preference is mandatory and is not subject to an optional quota or exhausted by a general public application window. A closed general list shall not be used to deny the required placement of an otherwise qualifying in-place family.

Staff shall process in-place cases in parallel where feasible. Delays affecting one household shall not require delaying unrelated eligible households, provided unresolved occupied units are not placed under HAP prematurely. If an appropriately sized unit is needed, staff shall document available options in the specific project and retain the applicable preference while the case is pending.

An in-place family that is ineligible for PBV assistance, declines assistance, or cannot be assisted in its existing unit shall be permitted to occupy the unit through the end of its current lease term, subject to any separate lawful tenancy action. The occupied unit shall remain outside the PBV HAP contract until it may lawfully be added. As an El Portal conversion policy, HCD shall not renew an unassisted lease for a unit selected for PBV conversion when the household will not enter an eligible assisted tenancy, except where governing requirements or resident protections require continued occupancy. For these designated units, this conversion provision shall govern in place of the local over-income transition and additional lease term in Section VIII of the El Portal Income Eligibility and Continued Occupancy Policy.

Nonrenewal shall not bypass the mandatory in-place preference, reasonable accommodation, required transfer or continued-assistance rights, or other applicable protections. Before issuing a nonrenewal notice, the HCV Administrator and the Community Services Administrator overseeing the El Portal portfolio shall document the lawful basis and applicable requirements in consultation with counsel. After lawful vacancy and required approvals, HCD shall add the unit to the PBV HAP contract and select an eligible household under this policy. Lease expiration alone shall not authorize eviction, immediate HAP placement, or removal without required notices and legal procedures.

VI. Program Eligibility and Unit Suitability

A. Program Eligibility

For a new voucher admission, the PHA shall apply Chapter 3 and applicable HUD eligibility and denial rules, including family status, income, eligible immigration status, Social Security number requirements and exemptions, required consents, student rules, applicable asset restrictions, and mandatory and discretionary screening grounds. Staff

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shall use the HUD requirements and implementation dates legally applicable at admission; this policy does not accelerate deferred HOTMA provisions.

Final admission eligibility shall use information received and verified within 60 days before PBV assistance commences. Staff shall refresh stale information, use required verification methods, and document all permitted exceptions. Existing affordable housing certifications may support verification only when they satisfy current voucher requirements. Eligibility at initial list placement is preliminary and does not guarantee admission.

The Chapter 3 very low-income admission standard generally applies to new, unassisted residents, subject to its specified exceptions. A City affordable rental, HOME, or tax-credit designation alone does not establish continuously assisted status under the 1937 Housing Act. This policy creates no additional low-income eligibility category. Admission of residents above the applicable very low-income limit requires an existing qualifying exception or a separately adopted, lawful expansion under 24 CFR 982.201(b)(1)(iii).

For every initial assisted tenancy, total tenant payment must be less than gross rent so the unit qualifies for a monthly HAP. Admission of qualifying in-place families is exempt from income targeting, not from income eligibility or the initial HAP test. Staff shall document the exemption.

El Portal income eligibility and owner screening shall be determined under the El Portal Income Eligibility and Continued Occupancy Policy and the El Portal Tenant Screening and Selection Policy. Their existing program-supremacy provisions shall apply. The minimum-income waiver for qualifying rental assistance shall apply; receipt of assistance shall not, by itself, waive the local maximum income requirement. The local maximum shall apply only to the extent permitted by governing program requirements. The PHA shall separately determine federal PBV eligibility and shall not treat an owner-approved exception as a waiver of a mandatory federal requirement.

B. Current Voucher Participants

Program eligibility is not redetermined for an existing tenant-based voucher participant, but applicable grounds for denial or termination and the initial PBV HAP test still apply. During the initial tenant-based lease term, conversion requires voluntary agreement to terminate that tenancy and enter a PBV lease. A family choosing to continue tenant-based assistance retains that tenancy and its unit remains outside the PBV HAP contract. After the initial term, any nonrenewal, termination, or conversion shall comply with 24 CFR 983.251(b)(3), the lease, and applicable law. Tenant-based HAP must end before PBV HAP begins; assistance shall not overlap.

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C. Bedroom Size and Accessibility

Before admission, staff shall apply the PHA's subsidy standards as established by the applicable HCV Administrative Plan and resolve requests for exceptions or reasonable accommodations. Staff shall apply the standards to household composition rather than relying only on a bedroom chart. The in-place preference does not authorize initial assistance in a wrong-sized unit. An eligible family needing a different unit shall be considered for an appropriate unit in the same project; the current unit remains outside HAP until lawful assistance is possible.

Accessible unit referrals shall comply with 24 CFR 8.26, 8.27 and 983.251(c)(9). Staff shall identify the specific accessibility features needed and use reasonable accommodations or modifications as required. For a family already receiving PBV assistance whose unit becomes wrong-sized, staff shall apply 24 CFR 983.260 and Section X.A of this policy, not the initial admission rule.

Transfers between El Portal units shall also be governed by Section VI of the El Portal Rent Setting Policy, subject to controlling PBV requirements and required rent approvals. A transfer required by the program, a reasonable accommodation, or another legal protection shall not be treated as an ordinary resident-requested transfer solely because the household accepts the replacement unit. The PHA shall determine the household's rent contribution under subsidy rules separately from rent to the owner.

VII. Waiting Lists and Applications

A. List Structure and Public Access

The PHA program shall maintain a separate site-based list for each El Portal PBV project identified in the adopted Administrative Plan and project schedule. A shared software platform may support multiple lists, but shall preserve separate applications, ranking, referrals, and audit histories for each project. The City property leasing list shall not automatically become the PBV list. A family may apply to multiple open project lists.

The PHA shall provide applicants information about available PBV projects, location, bedroom sizes, accessible features, restrictions, and application methods. Existing tenant-based HCV waiting list applicants shall be offered an opportunity to join the separate PBV lists under 24 CFR 983.251(c)(6); staff shall document notification and the family's election. Enrollment does not guarantee assistance or erase an existing tenant-based list position. The PBV application date is the completed project application receipt date unless a binding rule or adopted transition provision requires otherwise.

DRAFT

For an initial opening or reopening, the PHA shall give at least 10 business days advance public notice, identifying who may apply, the specific project, application dates and hours, submission locations and methods, preferences, and assistance contacts. Publication through the media is required by Chapter 4 of the PHA's HCV Administrative Plan and 24 CFR 982.206, including local newspapers of general circulation, minority media, and suitable outlets. HCD shall additionally use the City website, local nonprofit and government agencies, and Arizona PHAs to distribute wait list opening information.

The PHA shall close general intake when the estimated wait for the newest applicants reaches 24 months, consistent with Chapter 4 of the HCV Administrative Plan. It may keep intake open for identified preference or funding categories with public notice specifying those categories. Required in-place placement and legally required transfers shall be preserved. Opening periods and restrictions shall be recorded; staff shall not create informal openings for favored applicants.

B. Applications and Receipt Dates

Applications shall be available through the PHA HCV program office and by telephone, mail, or email request. Completed applications may be returned by mail, email, fax, or in person. An online option may supplement these methods. No application fee shall be charged. Staff shall provide disability accommodations, accessible formats, and free language assistance under Chapter 2; a digital-only process is prohibited.

HCD shall use a one-step application when selection is expected within 60 days, and a two-step process when the wait is expected to be at least 60 days. At a minimum, step-one application shall include sufficient information to identify the family, contact it, assess preliminary eligibility, determine bedroom needs, and identify claimed preferences. Data collection shall include the optional HUD-92006 supplemental contact form; declining to name a supplemental contact shall not disadvantage an applicant.

Applications shall be date and time stamped across submission methods. Staff shall notify applicants of missing information and provide assistance and applicable extensions before adverse action. Staff shall not replace an earlier completed receipt date when an existing application is corrected or updated. Duplicates shall be merged without loss of the original valid priority. Written confirmation shall identify the project, application identifier, receipt date, claimed preference status, and the obligation to report changes.

VIII. Selection and Referral

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A. Selection Order

Staff shall first identify the unit's bedroom size, accessibility features, lawful occupancy restrictions, and any binding transfer or emergency-transfer obligation. Required continued-assistance transfers and VAWA emergency transfers shall follow the applicable regulation and adopted transfer plan; they shall not be disguised as ordinary admissions. Staff shall document the authority for any such placement. Any conflict involving an occupied in-place unit shall receive management and counsel review before action; this policy does not authorize displacing an in-place family to fill a vacancy elsewhere.

Among new applicants appropriate for the available unit, staff shall apply the following order, subject to legally required accessible-unit selection and any lawfully adopted project or funding restrictions:

- First, eligible in-place families with the mandatory absolute preference for the specific project.
- Second, families previously terminated from the PHA HCV program because of insufficient program funding.
- Third, families qualifying for the Chapter 4 VAWA preference, including its authorized referral and emergency-transfer pathways.
- Fourth, families meeting the Emergency Housing Voucher transition preference and its verification requirements.
- Fifth, other eligible applicants.

The second through fourth priorities expressly adopt PHA Administrative Plan local preferences for El Portal. A family qualifying for several categories shall be ranked in its highest applicable category; preferences are not added together. The PHA shall identify authorized VAWA referral partners and operative verification procedures before using that pathway. An applicant shall not be required to disclose abuse details to property management or to obtain a police report where HUD permits another form of evidence.

Within each category, staff shall use the date and time of the completed PBV project application. An exact timestamp tie shall be resolved by a documented random draw witnessed by a second staff member. No preference is established for City employment, property manager referral, current tenancy acquired after the selection date, length of tenancy, or a particular disability.

B. Verification and Referrals

Staff shall verify preference eligibility before selecting the family for assistance. Staff shall give written reasons and a review opportunity before an adverse preference decision

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affects selection. Staff shall preserve the application on the list at its otherwise correct rank if the family remains eligible without the preference.

For admissions subject to targeting, staff shall monitor the combined tenant-based and PBV admissions of the administering PHA and select extremely low-income families as needed to meet the 75 percent requirement. Staff shall not apply that targeting adjustment to admissions exempt under the in-place rule. Staff shall document any selection that passes a higher-ranked applicant, including unit size, accessibility need, targeting, funding restriction, or transfer authority. Insufficient funding is not authority to skip to a less costly household.

Property management shall promptly report vacancies or expected vacancies. The PHA shall make every reasonable effort to refer sufficient eligible families to fill the vacancies within 30 calendar days of the owner's notice. Referrals shall follow verified rank; property management shall apply the El Portal Tenant Screening and Selection Policy, including its exceptions and mitigating-circumstances provisions rather than select a preferred lower-ranked referral.

IX. Offers and Adverse Decisions

A. Interviews and Offers

Preliminary selection and interview notices shall state the interview date, time, location or accessible remote option, required attendees and documents, and rescheduling procedure. After a missed interview, staff shall provide a second appointment as required by the PHA's Administrative Plan. Two missed interviews without prior approval may lead to denial, subject to accommodation, VAWA protections, and required review rights. Missing interview documents are generally due within 10 business days, subject to approved extensions and longer periods required by HUD or the PHA Administrative Plan for specific documents. A preliminary notice shall not constitute an offer of housing, final admission approval, or a guarantee of assistance.

After HCD completes owner screening and the PHA determines eligibility for PBV assistance, HCD shall issue a written housing offer identifying the project and unit, bedroom size, estimated tenant rent and utility responsibilities, proposed assistance date, remaining unit, contract, or leasing approvals, and response instructions. Applicants shall have at least ten business days after receiving the offer to respond, with extensions for good cause, reasonable accommodation, language access, or circumstances beyond the family's control. This PBV-specific period shall supersede the three-business-day period in Section VI.B of the El Portal Tenant Screening and Selection Policy. A missed deadline shall not be treated as a voluntary refusal until staff have evaluated notice delivery and

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applicable protections. Conditional approval shall remain subject to required unit, contract, and leasing approvals; assistance shall not begin before all requirements are met.

Before assistance, staff shall provide the oral PBV briefing and packet required by 24 CFR 983.252, including family and owner obligations, rent calculation, subsidy standards and exceptions, fair housing and Section 504 contacts, accommodation procedures, and family right to move. Staff shall obtain the statement of family responsibility. Staff shall explain that PBV assistance is attached to the unit and that ordinary choice mobility arises after one year of PBV assistance, subject to 24 CFR 983.261 and the PHA's Administrative Plan; staff shall not promise an immediately available tenant-based voucher.

The owner and tenant shall execute the written lease and required HUD tenancy addendum; staff shall complete inspection, approved rent, HAP, funding, and family reporting requirements before payments. Staff shall provide accurate rent and utility disclosures. Existing deposits shall be reconciled against the lease and legal requirements rather than automatically collected a second time.

Rent to the owner shall be established under Schedule A of the El Portal Rent Setting Policy, subject to governing PBV rent limits, rent reasonableness, utility allowance requirements, and required independent determinations for PHA-owned units. The special over-income rent in Section VII of that policy shall apply only when its conditions are met and governing program requirements permit it. The PHA shall determine the household's required contribution and assistance under voucher rules; neither Schedule A nor the special over-income provision shall replace that determination.

B. Refusal, Denial, and Review

A refusal without good cause or an owner rejection removes the family from that project list under 24 CFR 983.251(e). Good cause includes disability-related inaccessibility or unmet needs, housing quality deficiencies, circumstances beyond the family's control such as hospitalization or disaster, and a family-determined health or safety risk related to domestic violence, dating violence, sexual assault, or stalking. Staff shall preserve rank after a refusal for good cause and address the reason before another offer. Other project lists and the tenant-based HCV list are not adversely affected solely by application for, receipt of, or refusal of PBV assistance.

PHA denial notices shall identify the facts, governing provision, reasons, review request deadline, and permitted delivery methods. Under Section 16-III.B of the PHA HCV Administrative Plan, an applicant may request an informal review in writing, delivered in person or by first-class mail, no later than close of business ten business days from the

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denial date, subject to any different requirement in the adopted Administrative Plan in effect for the action. The PHA shall state the actual deadline and mailing address and provide required reasonable accommodations. The PHA shall schedule the review and send notice within ten business days after receiving the request, use an impartial reviewer, permit oral or written objections, and mail its final reasoned decision within ten business days after the review, unless governing requirements prescribe a different procedure or deadline.

HCD shall provide prompt written reasons for an owner-screening rejection, a copy to the PHA, and instructions for requesting owner review under Section VII of the El Portal Tenant Screening and Selection Policy. An applicant may request that review in writing within five business days after receiving the owner denial notice. The Department Director or a designee not involved in the original decision shall conduct the review, and HCD shall issue a written final determination within ten business days after receiving the request, subject to required accommodations and any different mandatory procedure or deadline. Owner review shall not replace the separate PHA informal review. Existing participants shall retain applicable informal hearing rights under Section 16-III.C of the PHA HCV Administrative Plan. Unit approval and subsidy-size decisions shall follow applicable HCV Administrative Plan Chapter 16 limits and Chapter 2 accommodation procedures. Each notice shall distinguish the owner decision from the PHA decision and identify all applicable review rights.

X. Continuing Administration and Transfers

A. Waiting List Maintenance and Transfers

Applicants shall immediately report contact changes in writing and report household or preference changes needed to keep the application accurate. Staff shall update the record without changing the original application date, except as required by an adopted rule. Staff shall notify applicants of material rank or eligibility changes and applicable review rights.

Staff shall update lists as needed using first-class mail or email to the last address of record. The update notice shall state the information required, the deadline, and the consequence of nonresponse. Staff shall allow 15 business days from the notice date for a response received or postmarked. If mail provides a forwarding address, staff shall resend the notice with a new 15-business-day period. Removal for no response or no forwarding address shall follow Chapter 4, with a retained delivery record.

Staff shall reinstate the original rank when disability-related nonresponse requires accommodation. Staff shall apply Chapter 4 reinstatement provisions for PHA error, circumstances beyond the family's control, or victim-related nonresponse, including

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domestic violence, dating violence, sexual assault, stalking, or human trafficking. Before removal during initial resident processing, staff shall attempt an additional available contact method and evaluate accessibility and language barriers. Staff shall not use a purge to circumvent mandatory in-place protection.

For an already assisted PBV family occupying a wrong-sized unit, or an accessible unit needed by a household requiring its features, staff shall give notice within 30 days of the determination and offer continued assistance within 60 days under current 24 CFR 983.260. Staff shall use the Plan's order of assistance: an appropriate PBV unit in the same project, an appropriate PBV unit elsewhere, then tenant-based voucher assistance. Staff shall apply the regulation's required unit removal and continued-assistance provisions if no alternative assistance is available. Staff shall not apply these participant protections as authority to admit an initially ineligible household.

Transfers to another El Portal unit shall also follow the rent provisions and transfer classifications in Section VI of the El Portal Rent Setting Policy, to the extent consistent with mandatory PBV requirements. HCD shall coordinate the approved rent to the owner, subsidy administrator approvals, notices, and effective dates before implementing the transfer. The PHA shall continue to determine the household's contribution under applicable subsidy rules.

XI. Fair Housing, Confidentiality, and Records

All application, selection, screening, and occupancy actions shall comply with fair housing, Section 504, ADA, Title VI, VAWA, and Chapter 2 of the PHA's Administrative Plan. Staff shall provide free language assistance and effective communication; staff shall accept accommodation requests without requiring special terminology. Staff shall not require participation in supportive services as a condition of PBV admission. VAWA protections do not require qualification for a local admissions preference.

Staff shall keep sensitive disability, immigration, criminal history, and VAWA information confidential with access limited by purpose and law. VAWA documentation shall not be entered in shared databases or disclosed except as authorized by 24 CFR 5.2007. Staff shall not publish a resident roster or personally identifying waiting list information.

Staff shall maintain auditable application, preference, ranking, referral, notice, verification, approval, and review records. Staff shall retain applications, leases, and HAP records during the assisted lease and at least three years afterward; staff shall retain ineligible applications and denial notices and other HUD-required records for at least three years, or longer when required by City schedules, funding rules, litigation, audit, or a legal

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hold. Staff shall preserve ranking snapshots and reasons for bypasses. Staff shall provide HUD and authorized auditors required access.

The supervisor shall review all initial in-place files and, quarterly, a sample of turnover referrals, removals, reinstatements, targeting calculations, and accessibility decisions. The supervisor shall correct errors, restore affected positions, document corrective action, and assess whether additional households were affected.

XII. Administrative Authority

The HCV Administrator shall administer PBV waiting lists, subsidy eligibility, referrals, assistance, and PHA reviews under this policy. The Community Services Administrator overseeing the El Portal portfolio shall administer owner screening, leasing, rent implementation, and property management responsibilities. Each administrator may approve technical or administrative updates within their assigned functions, including forms, contacts, project records, and implementation materials consistent with the adopted policy. Administrative updates shall not modify substantive eligibility standards, screening criteria, selection preferences, continued-occupancy requirements, rent methodology, or review rights.

Substantive modifications to this policy shall require approval by the HCD Director and any additional approval required by law, the applicable PHA, funding source, or governing agreements. Required Administrative Plan amendments and public processes shall be completed before implementation.

XIII. Policy Interpretation

The HCV Administrator and the Community Services Administrator overseeing the El Portal portfolio shall interpret and implement this policy within their assigned responsibilities, consistent with applicable law, the adopted PHA HCV Administrative Plan, governing agreements, and related El Portal policies. Questions affecting both subsidy administration and owner functions shall be coordinated between the administrators.

Where circumstances arise that are not specifically addressed by this policy, the responsible administrator may recommend an administrative interpretation to the Department Director for approval, in consultation with counsel as needed. An administrative interpretation shall not modify substantive policy requirements or waive a mandatory legal or program requirement.

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XIV. Relationship to Other El Portal Policies

This policy governs PBV waiting lists, subsidy admissions, referrals, offers, PHA reviews, and PBV-specific conversion and transfer procedures. The El Portal Tenant Screening and Selection Policy governs owner screening, mitigating circumstances, owner exceptions, and owner-screening appeals. The El Portal Income Eligibility and Continued Occupancy Policy governs local income eligibility, verification, and income-related occupancy, subject to the conversion provision in Section V and controlling program requirements. The El Portal Rent Setting Policy governs rent to the owner, approved adjustments, utilities, transfers, and any applicable special over-income rent. HCD shall administer these policies together without duplicating their detailed criteria. Mandatory legal and program requirements shall govern any conflict.

XV. Policy Review and Staff Training

HCD shall review this policy periodically and when changes in law, the PHA HCV Administrative Plan, or governing program requirements warrant review. The responsible administrators shall provide periodic training to staff performing PBV admissions, list administration, owner screening, rent implementation, transfers, and reviews.

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Appendix A. Implementation Plan

A. Required Actions and Completion Evidence

The following sequence is a proposed implementation schedule tied to readiness rather than an assumed HAP date. Project selection and occupancy cutoff dates must be taken from the actual legally valid selection events; they shall not be backdated or recreated for convenience.

Stage	Lead	Required completion evidence
Before policy adoption	HCV management	HCV management shall complete the required public process and governing body action before implementation.
Before project selection	PHA development and HCV teams	PHA development and HCV teams shall establish project boundaries, ownership, selection authority, caps and exceptions, site eligibility, applicable inspection and environmental steps; and obtain Five-Year Plan approval for noncompetitive allocation.
At project selection	PHA authorized officials	PHA authorized officials shall retain selection resolution or notice, acceptance, independent selection review where required, and contemporaneous unit and occupancy roster.
Before list opening	HCV program manager	The HCV program manager shall complete the project schedule, finalize contacts, application forms, and system controls, publish timely notices, and offer existing HCV applicants access to the PBV list.
Before resident decisions	HCV eligibility and property teams	HCV eligibility and property teams shall deliver resident notices; conduct assisted intake; verify in-place status, eligibility, subsidy size, accommodations and current voucher status; provide adverse notices and reviews.
Before each HAP placement	HCV supervisor and independent entity	The HCV supervisor shall document household eligibility, current verification, initial positive HAP, funding, briefing, signed lease and addendum, and no overlapping subsidy. The PHA and any required independent entity shall complete their respective unit, inspection, and rent approvals before HAP placement.
After occupancy	HCV supervisor and property management	The HCV supervisor and property management shall reconcile admissions and payments; monitor vacancies and referrals, targeting exemptions, list maintenance, resident transfers and quarterly quality review.

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Appendix B. Project Registration and Resident Tracking

A. Project Schedule

Staff shall complete one registration for each HUD-defined project. Staff shall attach the verified address and proposed contract unit schedule; a marketing or portfolio name alone is insufficient. Staff shall not include resident names in the public schedule.

Required field	Entry to complete
Project identification	El Portal project name and HUD identifier: _____
Administering agency	PHA legal name and ACC or funding identification: _____
Location and ownership	Project addresses and owner legal name: _____
Scope of assistance	Total property units; total HUD project units; PBV units by bedroom size; attached unit schedule; basis and effective date of 100 percent assisted property classification; subsidy commitments or agreements covering other units; approved caps, exclusions, or exceptions: _____
Selection event	Competitive or exception authority; resolution or notice reference; selection date; owner acceptance; selection review: _____
Waiting list administration	PHA office; staff and supervisor; list identifier; application methods and contacts; public notice and opening dates: _____
Eligibility and access	Any lawful occupancy or funding restrictions; accessibility features; approved preferences and verification pathways: _____
Independent functions	PHA-owned determination; independent entity; approval and selection review references: _____
Contract readiness	HAP identifier and planned effective date; inspections; Schedule A rent and utility allowance; enforceable rent restrictions; required PHA or independent determinations; other project approvals: _____
Certification	HCV program manager signature and date: _____

B. Confidential Resident Decision Register

Staff shall maintain a restricted register linked to the project and unit schedule. Staff shall record household identifier; unit; selection-date occupancy evidence; current assistance type; application receipt date and time; in-place preference determination; eligibility and verification dates; HUD income limit category; bedroom entitlement and unit size;

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accommodation status without diagnostic details; TTP and gross rent; targeting exemption; interview and notice history; review status; disposition; follow-up owner and date; supervisor approval; and actual lease and assistance dates.

Staff shall use clear dispositions: ready for PBV in current unit; pending documentation; pending review or accommodation; needs an appropriate unit in the project; current tenant-based assistance continues; declined assistance; or ineligible with notice issued. A spreadsheet status is not a substitute for the underlying signed determination or required notice. Staff shall keep VAWA documentation separate from routine project access.

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Appendix C. Notice Templates

A. Notice Content

The following templates require project, date, contact, and individualized information before use. They do not substitute for an eligibility determination or an adopted public notice procedure.

1. Resident Invitation to Apply

The City is preparing to add project-based voucher assistance to proposed units at [project]. If a household lived in a proposed unit on [verified selection date], the household may qualify for priority consideration as an in-place resident. The household does not need an existing position on the tenant-based voucher waiting list. The PHA must determine the household's eligibility, confirm the appropriate unit size, and complete required approvals before assistance begins. Applying does not guarantee assistance.

The household is requested to contact [office, address, phone, email] by [response date] to arrange its application interview. Staff can help the household apply and explain required documents. Free language assistance, accessible formats, and reasonable accommodations are available at [contact]. A household needing more time or help is requested to contact staff. The household's existing tenancy is not terminated by this invitation. If the household currently uses a tenant-based voucher, staff will explain its applicable rights before any conversion.

2. Public Opening Notice

The City of Tucson Housing and Community Development Department will accept applications for the [project] site-based PBV waiting list from [date and time] through [date and time or ongoing opening]. Applications are available at [locations and request methods] and may be returned by [mail, email, fax, in person and any online option]. [The notice shall state any lawful restriction on who may apply.] Preferences include eligible in-place families and the adopted El Portal local preferences. Selection within preference categories uses completed application date and time. Assistance depends on eligibility, suitable units, funding, and final approval. Existing HCV waiting list applicants may apply to this separate list. Applicants may contact [contact] for free language assistance, disability accommodations, or application help. [The notice shall include the verified equal housing opportunity statement and project information.]

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3. Adverse Decision Notice Checklist

Staff shall identify whether the decision is a PHA program denial, loss of a preference, owner-screening rejection, or participant action. Notices shall include individualized reasons and the governing provision; project and application identifier; effect on each applicable list; the correct review or hearing process and actual deadline; delivery address and permitted methods; accommodation and language assistance contacts; and correction or reinstatement procedures where applicable. PHA admission denials shall use the Chapter 16 informal review process. Owner-screening rejections shall identify the separate five-business-day review request period under Section VII of the El Portal Tenant Screening and Selection Policy. A PBV denial shall not be described as terminating an existing City lease. Any separate nonrenewal or tenancy action shall follow Section V, the lease, and governing requirements.

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CITY OF
TUCSON
HOUSING & COMMUNITY
DEVELOPMENT

EL PORTAL AFFORDABLE HOUSING PROGRAM

RESIDENT HANDBOOK

DECEMBER 2026

DRAFT

TABLE OF CONTENTS

WELCOME TO YOUR NEW HOME 52

FAIR HOUSING 53

REASONABLE ACCOMMODATIONS AND MODIFICATIONS 54

ASSISTANCE ANIMALS 54

COMMITMENT TO DIVERSITY 54

OTHER IMPORTANT INFORMATION 55

RENTAL POLICIES AND PROCEDURES 56

- Management Responsibilities 56
- Resident Responsibilities 56
- Prohibited Items 57
- Liability 57
- Security Disclaimer 58
- Controlled Access and Safety 58
- Renters Insurance 59
- Utilities 59
- Move-In 60
- Move-Out/Security Deposit 61
- Rent Payment 62
- After Hours Lock-Outs 63
- Absence/Extended Absence 63
- Lease Violations/Evictions/Non-Renewal of Lease 63
- Notice to Vacate 66
- Income Eligibility and Recertification 66
- Violence Against Women Act (VAWA) Protections 67
- Trespass List 67
- Crime-Free Drug-Free Housing 67
- Transfer Policy 68

YOUR HOME AND COMMUNITY 69

DRAFT

Unit Care 69
Appliances 71
Exterior Patios and Balconies 72
Antennas, Satellite, Telephone, Cable, Other 73
Garbage 73
Recycling 74
Mail, Package, and Newspaper Delivery 74
Dress in Common Areas 74
Common Area Use & Amenities 74
Laundry Facilities 75
Rules Regarding Outside Common Areas 76
Parking Lots, Driveways, Garages 77
Animals 79
Smoking 79
RESIDENT POLICIES 80
Quiet Enjoyment 80
Guests 80
Excessive Traffic 81
Appropriate Conduct on Premises 81
Alcoholic Beverages 82
Home-Based Business/Use of Unit Restrictions 82
Soliciting 82
MAINTENANCE AND FACILITIES 82
Keys and Locks 82
Mold and Mildew Prevention 83
Furnace and Water Heaters 83
Heating and Cooling Systems 84
Plumbing 84
Inspections and Maintenance 86

DRAFT

City and State Housing Authorities/HUD Inspections 87
Pre-Move Out Inspections 87
Pest Control Services 87
SAFETY CONSIDERATIONS 89
Medical Emergency Procedure 89
Security and Safety 89
Catastrophe or Uninhabitable Unit 89
Fire Precautions 90
Fire Safety 90
Fire Pits, Grills, Lights, & Torches 91
Grievance Procedure 91
Acknowledgment of receipt 94

DRAFT

WELCOME TO YOUR NEW HOME

The City of Tucson Housing and Community Development Department (HCD) would like to welcome you to your new home. We want to make your residency with us as comfortable as possible. We hope that you will enjoy your new home and soon get acquainted with your neighbors.

HCD seeks to apply the highest standards of integrity and quality to maximize the potential of each asset we manage by meeting residents' needs and providing the highest levels of service, responsiveness, satisfaction, and professionalism.

This Handbook has been prepared to offer you an understanding of how this property operates; to help you enjoy living in our community; to aid you in maintaining your home in an acceptable manner; and to explain and emphasize the rules and requirements to be followed to keep our community a well-managed and welcoming place for all residents.

Please take time to read through the pages and don't hesitate to call the Rental Office at the telephone number below if you have any questions.

This Handbook provides practical guidance and is part of your lease. The approved El Portal Rent Setting Policy, Income Eligibility and Continued Occupancy Policy, Tenant Screening and Selection Policy, and PBV Wait List Policy and Plan govern their respective subjects, including lawfully applicable revisions. If this Handbook conflicts with an applicable policy, the policy controls, subject to law, governing program requirements, and enforceable lease terms. Policy changes remain subject to required approval, notice, and implementation procedures and do not automatically amend a lease or waive resident rights. Current policies and help understanding them are available free of charge from the Rental Office.

Important Contacts	
Rental Office Telephone Number	520 791-5353
Rental Office Address	2425 N Haskell Dr, Tucson, AZ 85716
Rental Office Email Address	ElPortal@tucsonaz.gov
After Hours Maintenance Emergency Line	311

Please remember that the After-Hours Maintenance Emergency Line should be used for maintenance emergencies only. Maintenance emergencies include:

- Gas leak-if you suspect a gas leak always leave the unit and call 911
- Water heater leaking
- Unit Heat not functioning (during outside temperatures below 40 degrees)
- Air Conditioning or Evaporative Cooler not functioning (during outside temperature above 99 degrees).

DRAFT

- Plumbing leak enough to cause damage to property
- Clogged sinks-if all sinks in the unit are not functioning
- Fire damage or serious vandalism that compromise the structure
- Exterior door and/or window cannot be locked
- Ceiling/Roof leaking
- Power outage – not caused by utility company
- Inoperable elevator (if applicable) functioning properly chirping or ringing
- Lock-out (fee charged to resident)
- Swarming bees or wasps with a visible hive
- Any condition that may cause permanent damage to you, others, or the building

If you have an emergency that is not of a maintenance nature, call:

Emergency & Customer Service Contacts	
Police, Fire, Ambulance	911
Tucson Electric Power	(520) 623-7711
Southwest Gas	(877) 860-6020
Tucson Water	(520) 791-3242
Tucson Environmental Services (trash/recycling)	(520) 791-3171

This property is managed as part of the El Portal Affordable Housing portfolio by the City of Tucson Housing and Community Development Department (HCD). Our main offices are located at 310 N. Commerce Park Loop, Tucson, AZ 85745.

HCD or "Management" is the owner and agent of the property and is authorized to accept service of process and to receive and give receipt for notices and demands. Notices must be delivered in the manner and within the time required by applicable law, the lease, and governing program requirements.

FAIR HOUSING

Residents and prospective residents will be treated equally, in accordance with federal, state, and local fair housing laws. Federal, Arizona, and City of Tucson law protects applicants and residents from discrimination on the basis of race, color, religion, national origin, ancestry, sex, gender identity, disability, familial status (except senior housing), marital status, source of income, and sexual orientation.

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REASONABLE ACCOMMODATIONS AND MODIFICATIONS

A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling. A reasonable modification is a structural change made to existing property, occupied by a person with a disability, in order to afford such person full enjoyment of the property.

A resident may request a reasonable accommodation or modification through the Rental Office orally or in writing, without using a special form or legal terminology. Management will assist with the request when needed. If the disability or disability-related need is not apparent or already known, Management may request only the information reasonably necessary to evaluate the request. Costs and responsibility for modifications will be determined under applicable fair housing, Section 504, ADA, and funding requirements; residents will not be charged costs that Management is legally required to pay.

ASSISTANCE ANIMALS

Service animals and other assistance animals are not pets. Management will consider disability-related requests for exceptions to animal rules under applicable fair housing and disability law, including requests involving a household member or visitor. Requests may be oral or written, and verification will be requested only when legally permitted. Assistance animals are not subject to pet fees or pet deposits. Residents remain responsible for lawful charges for animal-related damage. Pet restrictions will not be applied to deny a required accommodation; animal training and pet sitting remain subject to applicable law and the property's lawful animal rules.

The request will be processed by Management in accordance with applicable law.

COMMITMENT TO DIVERSITY

This is a diverse community. We come from different places and cultures. We believe in different things. We are of different national origins, genders, religions, ages, races, and sexual orientations. We are all unique, and we each deserve respect.

We consider our diversity a strength. We know it can also be a challenge. We believe that each individual can contribute to the community. We strive to live together in harmony and to learn from one another along the way.

We want this property to be a place where everyone feels respected and supported. We act responsibly toward others, and we expect others to act responsibly toward us. We are each fully accountable for our actions.

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HCD will not tolerate the abuse of any member of our community including HCD staff and agents for any reason. No one has the right to abuse, harass, or disturb another person on the basis of age, physical or mental disability, national origin, sexual orientation, race, gender, religious affiliation, marital status, receipt of public assistance, or any other protected class. Bigotry has no place here.

We live and work in this diverse community by choice. As residents and staff, we are committed to making this property a place where the core values of mutual respect and personal responsibility shape our daily lives.

OTHER IMPORTANT INFORMATION

El Portal properties are owned and operated through the City of Tucson Housing and Community Development Department. Some units receive rental assistance or are subject to additional funding restrictions. Admission and continued occupancy are governed by the applicable El Portal policies and mandatory program requirements.

Each El Portal household has the same right to fair treatment and to the protections applicable to its tenancy. Residents are responsible for their own conduct and, as provided by the lease and applicable law, the conduct of household members and guests. Eligibility and continued occupancy are determined under the adopted policies, governing program requirements, and required notice and review procedures.

If a resident has a complaint about another resident, that is not a violation of the Lease or this Handbook, we urge residents to try and work with each other to resolve differences and problems. Some common issues, like household noise levels, or interaction between neighbors' family members, are best resolved by residents speaking respectfully to each other and attempting to resolve problems or differences. For problems that cannot be resolved, or circumstances that rise to the level of a violation of the Lease or Handbook or other law, we ask that formal complaints be made in writing, signed, and dated. Management will be available, by appointment, to discuss problems or to answer any questions. If you need assistance in writing a complaint, Management will help you. Please appreciate that Management's ability to act on, or resolve, a complaint that is only made verbally, or is "anonymous", where Management has no way of knowing the source or the person making the complaint or determining the credibility and accuracy of the complaint made, may prevent Management from taking further action.

Management will reasonably act on and investigate resident complaints. Residents that are subject to a formal complaint may receive a notice of the complaint or concern, a notice of Lease violation, or notice that the situation may be grounds for termination of Lease and/or eviction. Residents receiving notices of complaints, Lease violations or warnings, may request a meeting with Management to discuss the complaint. For complaints against Management, or any complaint that Management has not followed the Fair Housing laws or requirements of Section 504 of the Rehabilitation Act of 1973 to make the property accessible for persons with disabilities, or violation

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of the Violence Against Women Act protections, Management offers a grievance procedure discussed in a separate section of this Handbook.

Management staff are expected to enforce lawful rules consistently and respond to resident needs. Handbook and policy changes must follow applicable approval, notice, lease, and implementation requirements. Administrative and interpretation authority is established in the approved El Portal policies.

RENTAL POLICIES AND PROCEDURES

Management Responsibilities

1. To provide resident units and common areas fit for residential use of property;
2. To keep the property in reasonable repair and make necessary repairs within a reasonable time after written notice by the resident;
3. To maintain the property in compliance with applicable health and safety codes;
4. To keep the common areas clean and in good condition;
5. To manage and operate the property in accordance with the expectations of the owners, federal, state, and local law, including any government agency financing requirements or applicable rules and regulations.

Resident Responsibilities

This is your home and when you take possession of it, you assume responsibility for its care. This includes day-to-day housecleaning, proper care of appliances, rubbish disposal, and adherence to the lease, the Resident Handbook, and other applicable rules.

The Resident agrees:

1. Not to damage or misuse the unit or waste the utilities provided by the property or to allow their guests to do so;
2. Not to paint or wallpaper the unit, change or install alarms or locks, security or monitoring equipment, install appliances (other than small kitchen countertop type appliances) such as air conditioners, dishwashers, freezers, or heaters, whether free standing or installed, any electrical equipment including ceiling fans, or make any structural changes, alterations, or improvements to the property without prior written consent from Management;
3. To keep the unit clean, sanitary, and free from the storage of excess personal property or “clutter’ that could obstruct access to any appliances, block HVAC sources or windows, or prevent first responders from having unimpeded access to all areas of the unit;
4. To notify Management of any needed repair or service work, including any evidence of moisture, leaks, or water intrusion, in any area of the unit of common areas. Residents are expected to monitor all areas of their unit, including closets and storage areas, for any repair needs or evidence of moisture issues or leaks;

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5. To notify Management immediately of conditions in the unit that are dangerous to human health or safety, or which may damage the unit or waste utilities provided by the Management;
6. Not to remove or alter any fixtures or furnishings supplied by Management without prior written consent, including, without limitation tampering with locks, smoke detectors, or appliances located in the unit;
7. To read and follow the unit care guidelines and recommendations in this Resident Handbook.

Prohibited Items

- No dart boards or lawn darts are allowed on the property.
- No fireworks, including fireworks permitted by local law, are allowed on the property or in the unit. No discharging of fireworks is allowed on the property.
- Flammable items such as gasoline, naphtha, solvent, etc., must not be kept in the dwelling unit or stored anywhere on the property.
- Absolutely no fuel-burning or free-standing heaters of any kind are allowed on the property. No device with any open flame, whether a torch, fire table, kerosene lamp, or other, is permitted on any patio, balcony, or in the unit.
- Waterbeds and other water-filled furniture is prohibited in the unit.
- The use or storage of personal grills of any kind or outdoor cooking devices such as camp stoves, turkey fryers, smokers, or similar, is prohibited in multi-family communities. Some communities do have property owned grills available for resident use in designated areas.
- Individual wading or kiddie pools, water slides, or sprinklers using water provided by Management, are not permitted unless specifically allowed at an individual property.
- Trampolines are prohibited on all properties.
- Satellites, antenna, or any cords running out from the unit to a vehicle, or to a balcony or patio, are prohibited unless Management's prior written consent is obtained. In the case of satellite dishes and antenna, Management may condition consent on resident complying with specific rules and requirements relating to the installation and use of a satellite dish or antenna system at the property, including an agreement relating to the installation, responsibility and obligation for maintaining the system and indemnifying Management against any damage caused by the system, and removal of the system. If approved, satellites must be either mounted on a tripod or ground mounted and wires/cords may not be passed through windows or window openings.

Refer to the balance of this Resident Handbook and your lease for additional rules and restrictions.

Liability

Responsibility for injury, damage, or loss is determined under the lease and applicable law. Nothing in this Handbook releases Management from liability imposed by law or requires a resident to indemnify Management for that liability.

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Management's property insurance does not insure residents' personal belongings. Responsibility for loss or damage remains subject to applicable law and the protections stated above.

The resident is required to reimburse the Owner/ Management for:

1. Any loss, property damage, or cost of repair or service caused by negligence, improper use or any other act, omission, including accidents caused by the resident, his/her household members, guests or animals;
2. Any loss or damage caused by doors or windows being left open;
3. Utility expenses charged to Owner/Management due to disconnection of tenant utilities, tampering with utility equipment, or similar;
4. All costs due to abandonment of the unit; and
5. All costs due to the violation of this Resident Handbook.

Lawful charges must be itemized and supported by the lease and applicable law. Payment is due as provided by the lease and any required notice. No provision in this Handbook waives resident rights or limits Management's legal obligations.

Security Disclaimer

Management does not provide, guarantee, or warrant security. Management does not represent that the unit or the rental community is safe from criminal activities by other residents or third parties. Residents are responsible for their own personal security and that of their household and property. If you observe any suspicious activity or conditions that pose an imminent threat to life, safety or property damage, please promptly notify Management. If illegal, immediately dangerous or unsafe conditions are observed, or if a potential crime is suspected, call 911 first.

Controlled Access and Safety

Because safety is an important aspect of rental housing, all residents are expected to exercise best judgment in and about the property. Property management encourages residents to post local police and fire department numbers, as well as other emergency medical numbers in a conspicuous place within their units. Additionally, all household members should familiarize themselves with the safety features of the property and the location to go for severe weather warnings or other emergencies.

Residents are required to keep individual unit doors closed and doors should be locked at all times. Never open the door to your unit to any person you do not know.

Many properties operated by Management have a controlled access door system. It is prohibited to give any person who is not an authorized resident on your Lease, or an approved authorized occupant, a key or access materials to the building or your unit. When coming and going from the building, do not allow any person access to the building. If you are uncomfortable stopping or preventing a person from following you into the building, please notify Management as promptly as possible after the entry occurs.

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Renters Insurance

Management is self-insured including casualty insurance on the building where you live. Please note that this coverage does not include any loss or damage to your personal property, or your loss of use, temporary lodging, or moving costs, if your unit or personal property is damaged by any casualty. If you, or one of your guests, is injured at your unit, Management's insurance may not provide medical expenses or damages. If you are sued for any accident or casualty, caused by you or any member of your household, or any animal you own, Management's insurance will not pay to defend you or pay any damages you owe.

Residents, their household members, or animals, that cause accidents or damage to the property, such as water damage caused from a tub overflowing, leaving a window open and allowing pipes to freeze, or fire or smoke damage caused by resident accident or inattention, may result in you owing money to Management, and other residents, for the damage you cause. A renter's insurance policy can provide liability coverage to protect you against personally paying the damages for such accidents. Without such insurance, you will be responsible under your Lease for damages to the building, to Management, and other residents. Reasonably priced insurance policies are available from many insurance agencies. These policies can provide coverage to you for damage to your personal property, loss of use, temporary housing expenses, moving costs, and defense and liability coverage. Residents are strongly encouraged to obtain "renter's insurance" or similar insurance coverage to protect their personal property and persons against loss, damages, injuries, and casualty.

Resident understands that Management's insurance, and that of the property, does not and will not protect resident, and resident's personal property, vehicles, or household members, from injury, damages, or losses due to burglary, vandalism, fire, smoke, water, hail, wind, sewer backup and water intrusion, heat, freezing, lightning strikes, power surges or power failure, garage door malfunctions, or wrongdoing or accidents involving other residents or animals. Management will not be responsible for any lost or stolen personal property, including mail or packages left with Management.

Resident understands further that by not purchasing renter's insurance, with a liability policy, that renter is considered "self-insured" and is responsible for the damage caused by resident, and resident's household members and animals, to the property, and payments that may be owed to Management and other residents.

Utilities

Please read your lease for utility obligations of both Management and residents. It is the responsibility of the residents to make arrangements with the local utility company for connections and disconnections of all utility services for which the tenant is financially responsible. Utilities to the resident's unit must be placed in the resident's name five days after signing the lease (if utilities are paid by the resident). Resident is responsible for continuous payment for utilities that are resident's responsibility under the Lease for the full Lease term, including any notice period. Any

DRAFT

disconnect notice is grounds for a Lease violation or termination of Lease. Resident may not plug in or use any utilities provided to the common areas of the property and may not use outside water faucets for any purpose such as washing vehicles, watering plants or lawns, filling pools, etc., without Management's prior written consent. The resident must also contact the local telephone company for telephone services and the local cable company for cable TV and/or internet service to the unit if the Resident wishes to obtain such services at the unit. Any costs associated with cable TV, internet, and telephone service shall be the sole responsibility of the tenant.

Where utilities are paid for and provided by Management, resident is expected to take reasonable steps to conserve and not waste utilities.

Windows and doors should only be open for brief periods of time, and when monitored, to allow fresh air to enter the unit. Where residents are responsible for heat and cooling, residents should keep units at approximately 68 degrees during heating months and 74 degrees during cooling months. Residents may not use any oven or stove as an additional heat source. If the temperature in the unit cannot be maintained at 68 degrees during the heating season or 74 degrees during the cooling season, issue a maintenance request. Resident should keep heat and air circulation sources free of personal property, clothing, or window hangings, which could prevent any heat register, or air circulation, from proper operation.

Any resident found responsible for sewage backup will be charged all applicable charges to cover damages and cleaning costs. Management is not responsible for any damage to any furniture, clothing, furnishings, articles or materials or other personal property kept or stored in the unit. Water shall not be left running in the kitchen, bathroom, or elsewhere. Immediately report all plumbing problems including any signs of moisture or leaking. Resident will be responsible for damage caused by standing water, or water leaks that are not timely reported. Residents will be responsible for paying for plumbing repairs due to their violation of this Handbook, improper use or neglect (for example, frozen pipes due to the utilities being shut off because of non-payment).

Electrical panels are not to be touched by the residents or guests. They are not to be covered up by personal belongings. If there is a problem with the electrical panel in the unit, contact the Rental Office immediately, or if after hours, call the emergency number.

Move-In

Please schedule your move-in with the Rental Office during approved office hours. At move-in, Management will provide a signed lease, a Unit Condition Checklist for recording existing damage, and written notice of your right to be present at the move-out inspection. Inspect the home with property management staff, record existing defects, and retain a copy of the completed checklist. The checklist will be used to distinguish existing conditions and ordinary wear and tear from chargeable damage at move-out.

During the move in process, residents must not block or leave open any central building door. Moving vehicles, including moving dollies, may not drive on or cut across any portion of the

DRAFT

grounds, or lawns of the property. Resident will be responsible for any damage caused to the grounds by any moving vehicle or moving equipment.

Security deposits, move-in charges, and application/screening fees are governed by the El Portal Rent Setting Policy and applicable program requirements. Management will disclose the amounts due, their purposes, and whether they are refundable before collection, and will identify applicable deposit and move-in terms in the lease or addendum. Contact the Rental Office for the charges applicable to your tenancy.

If you need a partial deposit or move-in charge waiver, contact the Rental Office. Requests are evaluated under the El Portal Rent Setting Policy. You may also request a reasonable accommodation or other applicable protection.

Application and screening requirements are addressed in the El Portal Tenant Screening and Selection Policy. For PBV applications, also refer to the El Portal PBV Wait List Policy and Plan. Any fee must be authorized under the applicable policies and governing program requirements.

Move-Out/Security Deposit

Refundable security deposits secure lawful lease obligations. Deposit deductions and refunds are governed by the El Portal Rent Setting Policy, your lease, and applicable law. Keep copies of your payment records and move-in checklist.

The security deposit may not be applied to your last month's rent.

To maximize the likelihood that you will receive your entire security deposit when you move, you should:

1. Complete the full term of the lease;
2. Provide proper notice to end your lease (as described in your lease);
3. Pay all owed amounts on time (utility bills, rent, late fees, damage charges, etc.);
4. Not damage the property beyond normal wear and tear (cleaning, painting and deodorizing required to remove or treat staining or odors due to smoking, animals, cooking, and/or grease, or other persistent odors is not considered ordinary wear and tear);
5. Clean the entire unit and follow any other cleaning or move out instructions provide by Management, including the return or replacement of light bulbs, screens, or other equipment or fixtures that are a part of the unit;
6. Return all keys/fobs/garage passes/parking permits/etc.;
7. Remove all debris and trash from the unit and place in the proper disposal containers. Any surcharge by the trash hauler for discarded furniture or other items will be deducted from your security deposit; and
8. Provide in writing a valid forwarding address.

DRAFT

When you move out, provide a forwarding address and request return of your refundable deposit. Management will provide an itemized accounting and any refund due under the El Portal Rent Setting Policy and applicable law. Contact the Rental Office with questions about the accounting.

Reminder: The lease terminates at 5pm on the last day of the month. Therefore, the resident must have vacated the unit by that time. In the event that the last day of the month falls on a weekend or a City holiday, all unit keys must be deposited in the payment lockbox at the El Portal management office no later than 5pm on the final day of the month. Drop-off time will be verified using on-site cameras. Failure to comply will result in overtime charges and payment to Management of any other damages or costs incurred.

It is the resident's responsibility to notify the utility company of the lease termination date. Residents are responsible for utility charges to the unit through the end date of the lease, and any notice period, even if he/she moves out before that date. The utilities must remain in the resident's name with the utility company until the last day the resident is responsible for rent, even if the resident moves out early.

During the final inspection, note will be made regarding any cleaning that is needed, damages beyond normal wear and tear or missing items (i.e., refrigerator shelves or blinds). These items are the responsibility of, and will be charged to, the resident.

Residents in military service who are called to active duty for more than 90 days may terminate the lease before its expiration date by giving Management one month's advance written notice and by providing a copy of the written military orders to Management. (Example: a resident called to active duty may give a written notice on or before May 31 that his/her lease will terminate at noon on June 30.)

In the event of death of a sole household member, any deposit refund will be payable to "The Estate of (resident's name)".

Rent Payment

Rent is due on or before the first (1st) day of each month, and must be paid by money order, cashier's check, or personal check. Cash will not be accepted. Please make the money order or checks payable to the City of Tucson Housing. To ensure proper credit, the account number and unit address must be indicated on the payment.

Rent calculations, utility allowances, adjustments, increases, and any applicable exceptions are governed by the El Portal Rent Setting Policy. Your lease and required notices identify the amount you must pay and your utility responsibilities. For assisted households, the subsidy administrator determines the household contribution under the applicable assistance program. Contact the Rental Office if you need an explanation of your rent or a proposed change.

If rent is not paid in full by the end of business on the fifth (5th) day of the month, the resident will be charged a $25 late fee in accordance with the lease. If rent or other charges are not paid by the sixth

DRAFT

(6th) day, all amounts due must be paid in full with a money order or cashier's check. Management may refuse partial payments. According to your Lease, late payment of rent is considered a violation of the Lease.

Repeated late payments are grounds for termination of the Lease. More than three (3) late rent payments in any twelve (12) month period may result in Lease termination. Should a problem in paying rent arise, contact the Manager on or before the first (1st) day of the month to make payment arrangements. At least one-half of the rent must be paid before arrangements can be made. Repayment agreement terms are developed on an individual basis and will not exceed 90 days for full repayment of debts owed and current balance. No more than one (1) payment arrangement will be allowed in a year. Management's acceptance of less than the full amount of rent and any other amounts due from the resident will not waive Management's right to file an eviction action for nonpayment of the balance of the owed amounts.

After Hours Lock-Outs

Residents who require lock-out assistance after regular office hours may be charged only a fee authorized by the lease, applicable law, and governing program requirements, with any required disclosure. Payment is due as provided by the lease. For security, staff may require reasonable verification of identity and authorization to enter the unit.

Absence/Extended Absence

In the event a resident will be gone for a period of 30 days or longer, we ask that the resident please leave a contact address or phone number with the Rental Office in case of an emergency. It is advisable to place newspaper service and mail delivery on hold. Management will not allow unit entry by any person not listed on the lease for any reason without prior written consent by the resident.

At subsidized properties, the lease requires that the leaseholder occupy the home. If a resident leaves his/her unit for more than 60 days (or for more than 180 days due to medical reasons), Management may terminate the lease and/or file an eviction action.

Lease Violations/Evictions/Non-Renewal of Lease

Lease violations may result in enforcement action only as permitted by the lease, applicable law, and governing program requirements. Management will provide required notices, opportunities to correct violations, reviews or hearings, reasonable accommodations, and other resident protections. Screening criteria for new applicants do not independently authorize termination of an existing tenancy.

Eviction is a serious matter. Residents can be evicted from their units if they violate the lease, lease addenda, this Resident Handbook, or other property rules/regulations. Here are some examples of violations for which a resident can be evicted. This list is not exhaustive:

DRAFT

- Failing to pay rent or other amounts that are owed (for example, lock out fees, late fees, maintenance and damage charges, utilities for which the resident is responsible, etc.).
- Interference with the management of the building, including Management staff, maintenance, or other vendors or contractors doing work at the rental community including, but not limited to, failing to allow access after notice has been given, screaming, yelling, using foul or offensive language with any agent of Management.
- Violation of the property's smoking policy.
- Keeping an animal, or having a visiting animal, other than as allowed in the property's applicable animal policy.
- Permitting an unauthorized person to reside in the unit or subletting it, subject to the Guests section, the lease, and required accommodations or other legal protections. Proposed household additions must receive any required owner and subsidy administrator approval.
- Poor housekeeping that (1) may affect the health or safety of the resident or any other resident of the property; (2) may cause more than normal wear and tear on the unit; (3) could attract or provide harborage, to rodents or pests; or (4) may violate building, fire, or safety codes; (5) failure to comply with, or take actions, that are requested in any notice of deficiency or request to address conditions in a unit relating to housekeeping, sanitation, or other conditions after notice from Management.
- Failing to report pest infestation and/or refusal to cooperate in treatment, including but not limited to refusing to admit pest-control personnel into the unit, failing to prepare the unit for treatment in accordance with instructions from Management or pest-control personnel, or failing to comply with rules or guidelines set by Management or pest-control personnel in order to remove pests from the unit or control the infestation from spreading to other parts of the property.
- Engaging in conduct, or actions, that Management has determined make it more likely for your unit, or the building, to experience a pest problem, such as bringing in abandoned property, allowing persons to visit or stay at your unit that have been exposed to pest problems or have stayed at a location infested with bed bugs, or repeat pest problems in your unit.
- Refusing to let Management enter the unit when Management is seeking to enter the unit in conformity with your Lease and the law.
- Refusing to cooperate in any rehabilitation or renovation of the property.
- Refusing to timely sign the lease or any other form or to provide any paperwork or verification required by Management or by federal or state regulations.
- Allowing trespassed persons into the unit or onto any part of the property.
- Engaging in conduct that disrupts the livability of the property (including but not limited to violations of the Commitment to Diversity).
- Disturbing the peace, health, or safety of other residents or Management or Management's agents, or otherwise affecting other residents' quiet enjoyment of the property.

DRAFT

- Engaging in discriminatory conduct against other residents, other residents' guests, Management, vendors, or the Owner/Owner's agents/Management on the basis of a protected class, while on or off the property.
- Engaging in conduct that has an adverse financial effect on the property.
- Submitting false, incomplete or misleading information to Management.
- Engaging in conduct that may be considered hazardous to the Owner/Owner's agents, Management, vendors, or other residents (for example, storing gasoline in a unit or garage, carelessness that might lead to a fire).
- Engaging in illegal activities (including but not limited to the use, sales, or possession of any illegal drugs or drug paraphernalia).
- Committing drug-related petty misdemeanors, misdemeanors, or felonies on or near the property.
- Committing damage, theft, or vandalism to property belonging to the Owner/Owner's agents, Management, vendors, other residents, or guests.
- Assault, harassment, threat to do bodily harm, or any arson-related or other criminal or illegal offense committed at any location and directed at the Owner/Owner's agents, Management, vendors, residents, or residents' guests.
- Making statements or placing posts on social media or sending emails, texts, or other communications to other residents, other residents' guests, the Owner, Management, or vendors that have the effect of interfering with the management of the building; disrupting the livability of the property; disturbing the peace, health, or safety of any individual; discriminating on the basis of protected class against any individual; or constituting harassment or a threat against any individual.
- Posting photographs of other residents on social media without the other residents' written consent.
- Admission screening is governed by the El Portal Tenant Screening and Selection Policy and applicable program requirements. Any action affecting an existing tenancy requires a lawful basis and the notices, reviews, accommodations, and other protections applicable to that tenancy.
- Management may consider reliable evidence of conduct underlying a law enforcement or regulatory notice when evaluating a possible lease violation. A warning, citation, complaint, or request for emergency assistance does not automatically establish a violation or authorize termination. Any action must have a lawful basis and follow required procedures and resident protections.
- Failure to adequately supervise household members or guests, including their engagement in illegal activities.
- Involvement in actions or activities that have a negative financial effect on the building, or the reputation of the building or its residents.
- Residents may also be evicted/non-renewed for what is called "other good cause" and failure to carry out any obligations under the Arizona Residential Landlord and Tenant Act. Management reserves the right to give resident notice of any actions or conduct by resident

DRAFT

that may be considered other good cause to terminate the Lease if such actions or conduct are not already listed or covered in resident's Lease and this Handbook.

A criminal charge or arrest alone does not establish that disqualifying conduct occurred. Any proposed action based on conduct during a tenancy must satisfy applicable lease, evidentiary, legal, and program requirements, including required notices, reviews, accommodations, and VAWA protections.

If Management discovers an error in an admission or occupancy determination, it will address the error under the applicable approved El Portal policy and governing requirements. Management will provide notice of any proposed adverse determination and applicable review rights. An error does not itself waive resident protections.

Acceptance of rent, recertification, and lease execution do not remove rights or obligations imposed by applicable law. The effect of those actions on enforcement will be determined under the governing lease, law, and program requirements; this Handbook does not establish an automatic waiver of resident defenses or review rights.

Notice to Vacate

Residents may terminate the lease only by giving written notice as instructed in the lease. If the resident moves out before the lease ends, the resident is responsible for paying rent until the end of the lease period or until the unit is re-rented. A "Resident's Notice to Vacate" form and a list of items to be completed prior to move-out will be given to the resident when the written notice is received by Management. The Manager will then schedule a time for a move-out inspection. The unit should be left clean and in the same condition as move-in, except normal wear and tear.

Income Eligibility and Recertification

Income eligibility, verification, renewal reviews, exceptions, and income-related continued occupancy are governed by the El Portal Income Eligibility and Continued Occupancy Policy. Any resulting rent determination is governed by the El Portal Rent Setting Policy. Your rental assistance program may impose additional requirements. Follow the instructions and deadlines in your review notices, and contact the Rental Office promptly if you need assistance.

Provide the income and household information requested for required reviews, and report changes as required by your lease and applicable program. Contact Management if you have difficulty obtaining documentation or need an accommodation. The applicable policy and program requirements govern acceptable verification and available exceptions.

For project-based voucher (PBV) assistance, the El Portal PBV Wait List Policy and Plan governs waiting lists, offers, conversion of occupied units, assistance eligibility, transfers, and continued-assistance rights, together with governing program requirements. Contact the Rental Office or the administering Public Housing Authority (PHA) for information about your household's circumstances, required steps, and review rights.

DRAFT

Violence Against Women Act (VAWA) Protections

Projects that receive subsidies, including HCV (Section 8) properties, Rural Development properties, tax credit properties, and persons participating in the HCV (Section 8) voucher program, are entitled to certain protections under the Violence Against Women Act including rights that may relate to termination of the Lease, requests that the Lease be "bifurcated" to provide protections against violence from a household member, and transfer protections. Information about VAWA, and federal forms and disclosure notices relating to VAWA rights and protections, should be obtained from Management and will be addendums to Leases at programs subject to VAWA protections.

Trespass List

In an effort to prevent any unauthorized persons on the property, we follow the guidelines below regarding trespass notices.

Management and law enforcement officers may question any person in any common area of the property or any public area for any reason or for no reason. Persons may be asked to show identification. Any person who cannot show that s/he is a resident or a guest of a resident may be asked to leave or escorted off the property.

Any person who is not a current resident who violates the Lease Agreement, Resident Handbook, or posted notices, may be placed on Management's trespass list. Management also reserves the right to exclude former residents, visitors or guests if such person is reasonably believed to pose a danger to the health, safety, morals, or quiet enjoyment of the property or employees. A person that previously lived at the property, or was an unauthorized occupant or visitor, or a person where Management is advised by local law enforcement officials to take action to exclude such person, may be placed on Management's trespass list. Any person who refuses to show identification, or who falsely identified themselves, may be placed on Management's trespass list. Persons who are on Management's trespass list will be banned from the property.

If Management has determined for any of the reasons shown above, that a person should be excluded from the property, resident agrees to, and must, cooperate with Management to advise the trespassed person that the person is not welcome to visit or come to the property or to see or visit resident, that such person is no longer welcome as a visitor or guest in resident's unit, and to cooperate with, and notify Management, if such person or visitor does come to the property or attempts to enter resident's unit. A failure by resident to cooperate with Management to exclude persons that are on Management's trespass list, will be considered a material violation of Lease and other good cause for Lease termination.

Crime-Free Drug-Free Housing

4. The resident, any members of the resident's household, and any guest or other person under the resident's control shall not engage in illegal activity, including drug-related illegal activity, on or near the property. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use, or possession with intent to manufacture,

DRAFT

sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]) or possession of drug paraphernalia.

5. The resident, any members of the resident's household, and any guest or other person under the resident's control shall not engage in any illegal act or any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the property.
6. The resident and members of the household will not permit the dwelling unit to be used for or to facilitate illegal activity, including drug-related illegal activity, regardless of whether the individual engaging in such activity is a member of the household.
7. The resident and members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on, near, or off the property.
8. The resident and any members of the resident's household, and any guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the lease or act that otherwise jeopardizes the health, safety, or welfare of the Owner/Owner's agents, Management, or other residents and their guests.

Although Arizona has passed laws legalizing medical and recreational marijuana, marijuana remains listed as an illicit drug under federal laws. Marijuana distribution, use, sale, growth, possession, or distribution, regardless of whether it is used for medical or recreational purposes, is expressly prohibited in all HCD properties.

A violation may support lease enforcement where permitted by the lease, applicable law, and governing program requirements. Management must establish a lawful basis and follow required notice and legal procedures before termination or eviction, including any required opportunity to correct the violation, accommodation, hearing, or VAWA protection. A criminal conviction is not always required, but the governing evidentiary standard applies.

Transfer Policy

Transfers, including transfer rent and deposit treatment, are governed by the El Portal Rent Setting Policy and applicable program requirements. PBV households should also refer to the El Portal PBV Wait List Policy and Plan. Contact the Rental Office to request a transfer or discuss a program-initiated move. Management will explain the requirements, approvals, and notices applicable to your circumstances.

- Tell Management if you need a transfer as a reasonable accommodation or under another legal or program protection so the request can be considered under the applicable requirements.

DRAFT

YOUR HOME AND COMMUNITY

Unit Care

The resident shall keep the property in a clean and sanitary condition. When absent from the unit, all unit doors should be locked. It is solely the resident's responsibility to lock their unit doors. It is recommended that residents keep doors locked even when residents are present. Residents are cautioned that windows and patio doors could allow access to animals, or intruders, and should be kept closed and locked at all times unless resident is home and able to monitor windows and doors. Residents and their guests are not allowed in other residents' units without prior consent.

Curtains, draperies, and wall hangings, must not obstruct or block air vents, or be so close to windows that they allow excess moisture, or humidity, to damage window treatments and casements. If window blinds are provided in a unit; lawful charges for damage beyond ordinary wear and tear may be deducted from the refundable security deposit. If a resident would like to have the blinds replaced, the resident will need to pay for them prior to their installation based on costs that will be assessed by the Manager. No sheets, blankets, flags, tin foil, etc., shall be used as draperies in any unit. Screens shall not be removed from any of the windows.

Residents will be responsible for replacing any burned out light bulbs in their unit after initial occupancy unless otherwise directed by the Manager. Upon vacating, working bulbs are to be left in each light fixture. Failure to have working bulbs in all fixtures and appliances during (or in preparation for) annual, interim, or move-out inspections will result in the cost of the bulb replacement being incurred by the resident.

Notify the Manager immediately of any plumbing leaks or evidence of moisture, discoloration, or staining. Some amount of condensation on toilet bowls is normal during warm weather months, but any evidence of water leaks or seepage must be reported at once to Management to prevent further damage, or deterioration to the unit. Failure to report any needed repair or damage relating to water or moisture that leads to further damage in the unit, may result in charges to resident. Resident should also report any malfunction or problems with electrical outlets, switches, light fixtures, or appliances. Preventive and corrective repairs and maintenance services will be provided by Management in a timely manner. In general, Management will strive to handle most non-emergency work orders and repairs in a reasonable manner. Items that need to be replaced, or on order, may take a longer time for repair or replacement. Preventive maintenance is not charged to the resident.

Resident should not attempt to move or relocate any appliances, even for general cleaning, as this can damage flooring or result in disconnection or damage to appliance connections. If you want to clean under or around an appliance, please submit a work order to Management.

Residents are liable for any damage their household members, guests or animals may cause. Residents are responsible for any damage caused by nails or pre-pasted wall hangers, pre-pasted decorations, or double sided tape, including paint or sheetrock being torn off the wall. Use small

DRAFT

nails when hanging pictures or other items; hooks are not to be installed in walls or ceilings. Use Sticky-Tack, not tape, on wooden doors, trim, and cupboards.

Any damage to cabinets, refrigerators, windows, window screens, light fixtures, glass doors, etc., caused by the resident's failure to properly maintain or care for the unit, or to timely report needed repairs or service needs, will be considered damage beyond ordinary wear and tear and may be charged to the resident.

Tubs and showers must be cleaned with non-abrasive cleaners to prevent damage to the surface. Hard water stains, mold, mildew, and soap scum come off quickly using "The Works" tub and tile cleaner.

For fire safety and to minimize food odors, kitchen exhaust vents, fans, and filters should be cleaned on a regular basis with warm water and detergent. To allow adequate ventilation, air movement, and to prohibit damage caused by excess humidity and moisture, it is important that exhaust fans and vents are used in kitchens and bathrooms. It is a violation of the lease to cover or obstruct any exhaust vent. Any cooking process that involves boiling, steaming, or lengthy use of the stove or oven should include running the fan at all times while the stove is in use and for a reasonable period of time after cooking is complete to exhaust food odors and humidity from the unit.

Exhaust fans should be used before and after bathing to reduce the accumulation of moisture. Keeping bathroom doors open to allow air exchange will prevent excessive levels of humidity, and potential mildew, from accumulating in bathroom areas.

Residents are expected to take steps to contain odors to the resident's unit that may be related to food preparation, animals, personal fragrances or other activities. Complaints of odors in adjoining units, or common areas, that are attributed to a Resident's activities or Resident's unit need to be addressed, corrected, and contained to Resident's unit.

Resident will be responsible for costs associated with improper items causing any service or repair requests in drains or toilets. Grease should never be disposed of in any drain, but must be placed in a glass jar or can and allowed to cool, before thrown in the garbage.

Damage from smoke and smoke odors is not considered normal wear and tear. When vacating a unit and there is smoke damage, the resident will be charged for priming and painting, possible carpet replacement, and for any other damage. Existing residents who wish to have units painted because of smoke damage will have the same charges applied to them.

Smoke and Carbon Monoxide detectors are provided in all units. Residents are responsible for reporting a non-working detector whether it's from being damaged or needing batteries. It is against the law to tamper with, cover or disconnect smoke detectors or remove their batteries. Residents who remove, tamper with, or damage any detectors or any other health or safety device are violating the Lease and this is grounds for Lease termination and eviction. Further, residents will be responsible for any damages relating to the cost of repair, replacement, or malfunction, including

DRAFT

water damage and flooding that can occur if sprinklers or sprinkler heads are subject to tampering, or interference. Further resident will be responsible for any fine or penalty imposed by any government agency, including any first responders answering a false alarm. This prohibition against interference with, tampering, disturbing, removing, covering, or damaging any life, health, safety, or fire equipment includes smoke detectors, carbon monoxide detectors, alarm/horn strobes, sprinklers and sprinkler heads, fire extinguishers, and fire panels.

Smoke Detector Disclaimer

To the Extent Allowed by Law

Smoke and carbon monoxide detectors are safety devices that must remain operational. Residents must promptly report defects or missing batteries and must not tamper with the devices. Management remains responsible for duties imposed by law, the lease, and governing program requirements. Responsibility for any loss or damage is determined under those requirements; residents do not assume Management's legal liability by signing this Handbook.

Appliances

No additional appliances other than those supplied in the unit shall be installed by the resident, including window air conditioners, dishwashers, laundry equipment, freezers, heaters, or any portable unit, unless specifically authorized in writing by the Manager in advance.

Range

Cleaning the oven regularly with an oven cleaner will eliminate burned food buildup, and cleaning the top burner pans will eliminate grease buildup. Hood vent filters should be removed and cleaned monthly in hot soapy water. Do not place tin foil under the burners as this is a fire hazard.

Never use any sharp instruments to clean the oven.

Self-Cleaning Ranges

Do not use oven cleaner to clean these machines as it may damage the appliance.

Disposals

Where garbage disposals are provided, please take care in using them. Cold water (not hot) needs to be run thoroughly while in use. Even after the disposal is empty, it is wise to let the water run a few minutes to clear the line. Never put your fingers or hands down the disposal when it is turned on. Do not put metal, glass, plastic, grease, paper, cigarettes, bones, egg shells, vegetable peelings, banana peels, pasta, rice, mashed potatoes, fruit or avocado pits, aquarium rocks, animal fat, or animal waste, sponge, popcorn, tea bags, dishcloths, and especially any leafy or fibrous vegetables down the disposal. This will dull the blades or plug up the line and can burn out the motor. The disposal should be used on a limited basis to clean food items off plates, It is not a substitute for properly disposing of excess food materials in the garbage. Putting large quantities of any food item, particularly cooked rice, pasta, or potatoes, or any meat or items with food fats or grease, through

DRAFT

the disposal, can result in drains being clogged and damage to the disposal, as well as building plumbing. It is recommended that a lid or cover be placed over the disposal when not in use to prevent items from falling into the drain. A handful of ice cubes once a month will sharpen the blades and makes the disposal more efficient. Do not use drain cleaners at any time. Residents are responsible for the misuse of their disposals and any related repair or replacement costs and service charges.

Dishwasher (if applicable)

Make certain dishes are scraped and rinsed prior to placing them in the racks. Do not crowd dishes, cups, glasses, or silverware so that water can circulate freely over each piece. Avoid covering the center hole in the lower rack for maximum efficiency. Use only dishwasher detergent products. Use of other products will damage the appliance. The dishwasher should be run or used on a weekly basis to keep parts and seals properly functioning. Even persons that do not choose to wash dishes in the dishwasher, are required to run and cycle the dishwasher periodically to keep parts and seals flexible and in good working order.

Washers in Units (if applicable)

Clean any soap or other residue left in the machine prior to use. Using laundry equipment for dyeing clothes is prohibited. Do not overfill the tubs; this will result in water all over the floor. Do not overload washers or dryers with oversized items or items that may potentially damage the machines such as large comforters, shoes, pillows, rugs, etc. Residents are responsible for damage caused by misuse of washers or dryers and will be charged for repair or replacement costs and service charges.

Area rugs, and mats, should not be placed in washers as the plastic or rubber backing in rugs and mats may damage the equipment.

Dryers in Units (if applicable)

Clean the lint filter each time the dryer is used and make sure the filter is in place when the dryer is running. Tennies shoes or other shoes are not permitted to be placed in a dryer at any time.

Exterior Patios and Balconies

No interior furniture (couches, recliners, rugs, etc.) is allowed on patios/balconies. Only furnishing that is designed and intended to be outdoor furnishing, like patio furnishing, is permitted on patios and balconies. Residents may not run cords outside to patios and balconies. Balconies and patios may not be used for storage. Residents may put household plants on balconies, but a tray or protection under the plant to prevent water seeping to lower patios, or staining a balcony and patio surface is required. Plants should only use normal soil, as potting soil and fertilizer can be flammable and a source of spontaneous combustion caused by sunlight. Residents may not put birdfeeders or feed animals on any patio or balcony. Nothing may be nailed, screwed, or secured in any way that would damage any surface of patios/balconies. All patios, decks, and balconies must

DRAFT

be kept clean and well-maintained at all times; no garbage should be left out at any time. The drying of clothes and or any other materials such as rugs by hanging from or upon decks and/or balconies is prohibited. Smoking is prohibited on patios, decks, and balconies (including those attached to personal units), regardless of whether the property has a smoke-free policy.

Antennas, Satellite, Telephone, Cable, Other

No wiring or cabling is permitted to run from the inside of the unit to any outdoor patio or balcony. No antenna or satellite dish may be installed on any portion of the common area of the property, or attached to any portion of the structure. Antennas and satellites are only permitted with Management's prior written consent and in accordance with reasonable rules and regulations relating to such installations. Do not run cables from room to room inside the unit. Additional wiring or moving of telephone jacks/cable TV outlets is prohibited; only existing telephone jacks/cable TV outlets may be used. If applicable, please refer to the satellite dish addendum and rules and regulations, available in the Rental Office, for further clarification and permissions.

Garbage

Residents and guests shall deposit all garbage in the provided containers. Garbage containers are to be kept at the location provided and in the designated space. The sanitation service will pick up the garbage on a regular basis. Please keep the area around the garbage containers as clean as possible.

We suggest the use of heavy-duty garbage bags. Do not allow household members who are not able to handle the bags to transport the trash so as to avoid damage to the common areas during the disposal process. Please use plastic garbage bags only. Items too large for the trash chute must be taken directly to the dumpster. Under no circumstances is trash to be left in the hallways or in trash rooms.

Do not dispose of ash trays, car batteries, household furniture, dead animals, motor oil, antifreeze, or tires in the dumpster and/or trash chutes. Disposal of these items can be arranged with the Manager. If no prior arrangements are made and a resident is found disposing of the aforementioned items, a lease violation will be given. All garbage brought to the containers must be placed in the proper receptacle. Do not leave garbage next to the dumpster and/or trash chutes. Residents are liable for any charges assessed by a governmental agency or sanitation service for improper disposal of materials.

Trash and garbage services are provided only for resident and resident's household. Resident may not dispose of any oversized items, including furniture or electronics, without written permission and may be required to pay additional charges.

For privacy, sanitation and security purposes, no resident or person may look through or remove any item from the recycling or trash areas.

DRAFT

Recycling

Residents are required to use the recycling bins for recyclable items if recycling bins are provided at the property. Failure to cooperate with, and participate in Management's recycling program, is a violation of this Handbook and the resident's Lease. Recycling reduces the amount of garbage, helps the environment, and is mandatory for multi-unit dwellings. Cardboard boxes must be broken down before being placed in the recycling bins. Residents must follow all city and other applicable recycling guidelines/rules/regulations.

Mail, Package, and Newspaper Delivery

Every resident will be assigned a mail box to which the U.S. Postal Service makes deliveries. It is a lease violation to interfere with another resident's receipt of mail. Management reserves the right to work with the U.S. Postal Service and the letter carrier to list the names of authorized residents, or other approved and authorized occupants, at a rental unit and for mail and package delivery to be restricted to approved residents and occupants. As a courtesy, Management may accept packages on the resident's behalf in the Rental Office. The resident will be informed of any packages and must pick them up within 48 hours of notification. Management is not responsible for any lost or damaged packages. Residents are expected to receive normal amounts of packages and mail at the rental community.

Use of the rental community for any business or commercial activity that involves the delivery of substantial amounts of mail or packages is considered a business use and may be restricted or prohibited. Management makes no representation that the property is able to accommodate or handle delivery of packages or mail in quantities beyond normal household use. Some residents receive newspapers that are delivered to common areas rather than to their mailboxes. It is a lease violation to take another resident's newspaper without his/her permission or to deliver other residents' newspapers to their unit doors. It is also a lease violation to hoard, monopolize, or otherwise interfere in the delivery of free newspapers and coupons delivered to common areas. Residents are allowed to take one free newspaper/coupon flier and must leave the others in the common area so that all residents may access them.

Dress in Common Areas

All residents and guests must be appropriately dressed when in all common areas. Shoes must be worn at all times. Residents must not go shirtless or wear items similar to pajamas, robes, nightgowns, bathing suits (other than in a pool area) or sheer garments in common areas.

Common Area Use & Amenities

Residents must accompany guests when using common-area amenities. Guests are not allowed to use common-area amenities on their own.

Community amenities are subject to lawful operating rules and hours. Any change, interruption, or removal must comply with the lease, applicable law, and governing funding or subsidy

DRAFT

requirements, including requirements concerning services included in rent. This Handbook does not waive any rent adjustment or other remedy required by those authorities.

As applicable, common areas include but are not limited to the community room, laundry room, playground, office, pool area, parking lots, driveways, hallways, garbage areas, sidewalks, front and back lawns, and any area that you share with another resident. Residents and their guests are not to use the indoor common areas as a social or recreational area, unless that is the intended use of the area. For example, residents congregating in, visiting, or playing in hallways, can interfere with the use and enjoyment of other residents and cause noise. Residents and their guest(s) must not block pathways or egress and access to the building, including stairs and hallways. When entering the building, shoes and overshoes should be wiped clean at the entrance and dirt not tracked down the halls. Residents must clean up and are liable for tracked-in dirt beyond normal wear and tear. Front and rear doors should not be propped open at any time.

No decorations may be placed in common areas.

Residents must help keep common areas clean. Residents and guests must not store any items in the common areas. Doorways and halls must be unobstructed for fire safety purposes. This means that mats, decorations, and shoe trays, are not permitted in front of any door or in any common area hallway. Hallways and common areas must not have any personal property left in them including bicycles, toys, or carts. Management shall be entitled to remove such items when left in common areas. Items removed by Management will be held for five (5) days at owner's expense. If not claimed, such items may be disposed of by Management in its sole discretion. All items such as rolling carts, bicycles, tricycles, strollers, etc., must be kept in the designated storage area. Bicycle racks are provided at most properties and should be used. Use of a bike lock is recommended, which is at the expense of the resident. Management is not responsible for lost or stolen personal belongings. Residents and their guests are to remain out of any furnace room, shop, utility closet, the maintenance rooms, garages, and any other storage areas used by Management.

Flags, banners, notes, signs, campaign signs/materials, or other similar items (except those related to oxygen use) shall not be posted on unit or common area windows, doors, or windowsills. Residents are prohibited from posting any materials anywhere on the property except at a designated location such as a community bulletin board or inside their individual units, provided such items are not visible from the exterior of the building. Materials that are posted on a community bulletin board must be preapproved by Management before being posted, and will only remain on the bulletin board for a maximum of 30 days. If 24 C.F.R. § 245.115 applies to the property, tenants may post information on bulletin boards related to the establishment and operation of a tenant organization.

Laundry Facilities

Coin/card-operated laundry facilities are provided for the residents' use only. Only authorized residents, or approved care attendants or live-in aides assisting residents are allowed to use these facilities. If the laundry rooms need cleaning, or if you have lost money in the machines, please

DRAFT

notify Management immediately. Management is not responsible for lost, stolen, damaged, or unattended clothing.

Clothes are not to be left in the machines; items left in the machines or in the room will be disposed of by Management in its discretion. Clean any soap or other residue left in the machine prior to use. Using laundry equipment for dyeing clothes is prohibited. Never reach into the washer while it is still moving. Do not overfill the tubs; this will result in water draining onto the floor. Do not overload washer or dryers with oversized items or items that may potentially damage the machines such as large comforters, shoes, pillows, rugs, etc.

Residents who are home during the day should plan to do their laundry at this time in order to give other residents the opportunity to do their laundry at night or on the weekends. There is no laundry schedule, but if conflicts arise a schedule may be established by Management. Residents are not to leave the machines dirty; please clean the lint screen in the dryer after each use. The laundry room door should be kept closed at all times per fire code and to prevent disturbing nearby residents. No storage of personal items is permitted in the laundry room.

Immediately report problems with the laundry equipment to Management. Residents and their guests are only permitted to use the laundry room for purposes of doing laundry and not for meeting, social, or recreational purposes. Residents will be charged for damage to the laundry room or laundry machines caused by misuse. Do not dump sand or other items in laundry room drains or use laundry facilities as a bathroom. Any person caught tampering with the laundry equipment will be prosecuted to the fullest extent of the law. Utility sinks in the laundry facilities are to be used for laundry purposes only.

Laundry facility hours may be set by Management and are subject to change from time to time. It is a lease violation to use the facility when it is closed.

Rules Regarding Outside Common Areas

Playground equipment is for residents and the residents' guests who meet the weight and height capacity to safely play on the playground equipment. Residents and their guests who play on the playground equipment do so at their own risk. Residents should properly supervise household members and guests while using the playground equipment. Writing of any kind on playground equipment will be considered vandalism, and a lease violation will be issued to the resident's household.

No littering, spitting out of gum, or using glass containers will be allowed in any of the common areas. Please throw your garbage in the receptacles provided. Residents and their guests should not play in the parking lots, dumpster and/or trash chute area, or streets.

Residents and their guests are not to ride any type of bike, scooter, roller blades, skates, or skateboard in the interior or exterior common areas. Medical or assistance devices are excluded from this rule.

DRAFT

Do not climb on fences or trees; do not use picnic tables or benches for any purpose other than sitting. Bird feeders or other feeding of outdoor animals is prohibited, except in designated areas. Residents may not install bird or other animal feeders without Management's permission. Trees, shrubbery, and other landscaping materials are a vital and valuable part of the community grounds; the resident will be liable for damage to landscaping caused by resident and guests, whether caused intentionally or by negligence.

Graffiti will not be tolerated on anything belonging to the property, including buildings, mailboxes, fences, trees, playground equipment, etc. Graffiti found on anything belonging to the property will be considered vandalism.

Clotheslines are not permitted except in private yard areas and with the written permission of Management.

Parking Lots, Driveways, Garages

All residents must register their vehicle with the Rental Office and may be required to demonstrate proof of ownership and/or insurance. Management has the right to post or change "no parking" signs, and residents and their gusts must obey all signage. Vehicles that are parked illegally or in restricted areas or violate parking policies will be towed away at the vehicle owner's expense.

In multi-family properties, a parking lot has been provided for the residents, and has a speed limit of 5 mph. If there is assigned parking, a designated spot will be assigned at move-in. Park so as not to obstruct other vehicles, the sanitation service's pick-up area, or utility company truck access. Do not park, drive, or ride bicycles or any motorized vehicle (excluding those used for medical purposes) across the lawn or on sidewalks at any time.

Absolutely no vehicle repair or maintenance is permitted on the property. All vehicles parked on the property must be in drivable condition and have current license plates and tags; the storage of junk automobiles on the property is prohibited. Expired licenses, flat tires, leaking fluid, etc., indicate a "stored" condition and the vehicle shall be removed at the resident's or owner's expense.

The only vehicles that may be parked in the parking lot are passenger vehicles such as cars, pick-up trucks, vans, and SUVs, motorcycles and other similar two-wheeled vehicles. Commercial vehicles, boats, trailers, campers, ATVs, four-wheelers, snowmobiles, and similar vehicles are not allowed in the parking lot or any other exterior common area.

Due to the damage caused to asphalt and landscaping by detergents and cleaning solvents, washing of vehicles in the parking lot is not permitted.

All designated handicap-parking stalls must be left open for handicap-designated vehicles. Any vehicle without a handicap permit will be subject to police ticketing and towing. Fire lanes need to be kept clear, and there is no parking in front of fire hydrants.

For the properties that have garages, vehicle repairs and maintenance may not take place in the garage. For individual garages, garage doors must be kept closed and locked at all times except

DRAFT

when moving a vehicle in or out of the garage. Garages are to be used exclusively for the storage of a motor vehicle. The garages are not intended for, or rented for, use as a general storage space for personal property, furnishings, appliances, boxes, or miscellaneous personal property. Residents are specifically prohibited from storing or keeping any flammable, combustible, hazardous, or other illegal, stolen, or regulated or dangerous materials in the garage. Storage of propane gas containers, firearms, toxic chemicals, gasoline, kerosene, camp stoves, illegal, stolen, dangerous, regulated or hazardous materials in garage, or report of storage of such materials, is grounds for Management to enter the garage or to give law enforcement or other governmental authorities' access to the garage and confiscate items without prior written notice. Resident may not use, run or maintain electricity in, or to, the garage in an attempt to heat the garage in any manner.

Management hereby advises resident that garage spaces are not waterproof and that it is possible, and at times likely, that water may enter a garage through roof leaks, or through the bottom of a garage space during heavy rains or other high water times. Resident specifically agrees and acknowledges that resident may not store any other personal belongings, such as boxes of personal items, furniture, appliances, etc. in the garage, and that any damage to such personal property is at resident's sole risk and expense. Resident shall be responsible for any damages, whether or not the fault of resident, caused by resident's vehicle or personal property in a garage area. For example, should the vehicle of resident catch on fire and damage the garage or property of other residents, resident will be responsible for the damage.

Resident may not conduct any business or social activity in any garage space. Residents, guests, family or household members, or visitors, may not use the garage for purposes other than parking a vehicle. Social and recreational activities, such as exercise or sports, like bouncing balls off the walls, are not permitted in the garage.

Resident shall notify Management in writing of any condition that may cause injury, require repair, or affect the usability of any garage. Resident may not make efforts to "repair" doors, springs, rollers, or other elements of the garage. Resident may not install or attach any shelving, fixtures, or improvements or alteration to any garage wall, door, or other surface in the garage. Any substance or activity that could stain or damage the garage floor, door or any other part of the structure is prohibited.

For individual garages where a key is furnished, resident may not duplicate the key provided. Resident is not permitted to change the locks or install any security or other device on an individual garage stall rental. Management shall have the right to enter resident's garage space for purposes of performing inspection, conducting repairs, doing maintenance, or to show the garage to prospective tenants, buyers, lenders, insurers, or other inspectors. When building-wide inspections are being conducted, posted notice of inspection or notice delivered in any newsletter or flyer of Management shall be sufficient.

Residents are responsible for oil spills or any damage to the garage floor and structure. Residents and their guests are not allowed in other residents' personal garage spaces without prior consent. Resident must leave the garage in a clean and undamaged condition.

DRAFT

Animals

Pet rules are stated in your lease and applicable property rules. Contact the Rental Office before bringing a pet to the property. Assistance animals are governed by the Assistance Animals section above and required accommodations; they are not subject to pet fees, pet deposits, or blanket pet restrictions. Any lawful pet deposit must comply with applicable aggregate security limits and program requirements. Residents must supervise animals, keep them under control, comply with lawful sanitation rules, and pay lawful charges for damage. Pet access restrictions and removal requests must be applied consistently with required accommodations. Pets must be leashed or appropriately contained in common areas; any disability-related exception will be evaluated under applicable requirements.

Smoking

All HCD properties are non-smoking. No smoking is allowed in the unit rented by the resident, in any other unit, in any building on the property, or in or on any interior or exterior common areas except such areas that are explicitly posted as “smoking areas”. The entire property, including all exterior areas, is smoke-free.

The term “smoking” means inhaling, exhaling, breathing, or carrying any lighted or heated cigar, cigarette, or other tobacco product or plant product in any manner or in any form. This also includes use of any electronic cigarette, pipe, or “vaping” device.

Residents acknowledge that Management’s policy of providing a smoke-free living environment, and the efforts to designate the property as smoke-free, do not make Management or any of Management’s Agents the guarantor of residents’ health or of the smoke-free condition of the resident’s unit and the common areas. However, Management shall take reasonable steps to enforce the smoke-free terms of its leases and to make the property smoke-free. Management is not required to take steps in response to smoking unless Management knows of said smoking or has been given proper written notice of said smoking.

Management specifically disclaims any implied or express warranties that the building, common areas, or resident’s unit will have any higher or improved air quality standards than any other property. Management cannot and does not warranty or promise that the rental property or common area will be free from secondhand smoke. Residents acknowledge that Management’s ability to police, monitor, or enforce the agreements of this policy is dependent in significant part on voluntary compliance by residents or residents’ guests.

A breach of this policy shall constitute a breach of the lease. If the community has been designated a no smoking property, then this promise and agreement is considered a material requirement of the resident’s lease. A single violation of the no smoking agreement shall be considered a material violation of the Lease, and grounds for Lease termination and eviction. Management shall not be required to prove multiple violations of the no smoking policy, and smoking is specifically agreed to be a “material violation”, at a no smoking property.

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RESIDENT POLICIES

Quiet Enjoyment

No loud noise is acceptable at any time. If a neighbor is making excessive noise, please politely speak to them first. If the noise continues, notify the Manager. Loud boisterous conduct anywhere on the property that disturbs the comfort of and peaceful enjoyment of the property by others is prohibited. Please be considerate of other residents at all times, particularly with regard to loud television sets, stereos, radios, playing musical instruments, gaming, exercise equipment, or conversation, especially after 10:00 p.m., before 7:00 a.m., or on legal holidays.

Quiet hours will begin at 10 p.m. and will be strictly enforced. Curfews may be imposed at the property based on local ordinances.

Residents and guests are not to be placed in dangerous situations such as hanging themselves or others out windows. Nobody may exit or enter units through windows, and nothing is to be thrown from windows, patios, or balconies. Patios and balconies are not intended to be used as a unit entrance and accessing any balcony on an upper floor is a Lease violation.

Musical instruments, exercise equipment, or any equipment that may cause loud noise or vibration, may be restricted or prohibited by Management if it is causing noise or vibration in other units or common areas.

Guests

Friends and relatives are welcome to visit, subject to lawful guest rules. Only approved household members may reside in the unit. Contact the Rental Office before adding a household member; owner screening is governed by the El Portal Tenant Screening and Selection Policy, with any separate subsidy approval also required. Ordinary visitors do not become applicants merely by visiting. Required accommodations, approved aides, and other legal protections apply. Residents must follow lawful key and building access rules.

Residents are responsible for their guests' and their family's actions and conduct at their unit or in any other common areas of the rental community. Any guest or visitor that has caused a disturbance or violated any provisions of the Lease, Resident Handbook, or posted rules, or been a source of disturbance or harassment to any other resident, staff member, or visitor of another resident, may be subject to a Management issued trespass action and will not be permitted to return to the property or the resident's unit.

The resident must obtain prior written permission from the Manager if a guest will be staying in the unit more than seven (7) consecutive days and nights or more than 14 days and nights in any 12 month period. Any guest found to be staying with a resident who is not listed as a household member on the lease must provide the Manager with a verifiable address or that person will be considered an unauthorized occupant. If a person is seen routinely at the property, but cannot

DRAFT

provide a local and verifiable address, Management may require such person to make an application and apply to be added to the household. A resident's failure to cooperate with this request or requirement, will be considered in violation of Lease and this Handbook provision.

If Management suspects that an unauthorized person is residing in the unit, the resident will be asked to prove that the person in question has a permanent residence elsewhere. Acceptable proof of other permanent residence is:

8. Valid lease with a valid rent receipt (for the current month);
9. Copy of a utility bill for the current month showing the person's name and address;
10. A current pay stub showing name and address;
11. Current bank statement showing name and address; or
12. Vehicle registration showing name and current address.

Guests are expected to follow the lease, this Resident Handbook, and all other rules. All residents are responsible for the actions of their guests.

Excessive Traffic

Individual units and the property are to be used exclusively for residential purposes. All business and commercial uses are prohibited. Social and friendly gatherings of residents and their guests are welcome provided that such gatherings do not become boisterous, excessive, or generally objectionable to the other residents or Management.

If the number of guests and visitors to a resident's unit is determined to be excessive, in terms of the number of visitors or guests or its tendency to disturb fellow residents, or the pattern of guests coming to visit residents, including excessive traffic from visitors at unusual hours, visits of short duration, or visitors who leave vehicles running in driveways or parking areas, or other unusual or excessive traffic patterns that disturb other residents, and suggest activity that could be a business or commercial activity, or potential unlawful activity, will be considered a violation of the Lease and a violation of this Resident Handbook. If the number of resident's guests or visitors is excessive in terms of its total number, or its tendency to disturb fellow residents or adversely impact the reputation of the building, Management may ask resident to restrict or limit the number of visits or, alternatively, issue a notice of Lease violation of termination of Lease.

Appropriate Conduct on Premises

Residents and their guests must treat each other with respect. All residents and their guests must refrain from using foul language, racial or other bigoted slurs, derogatory hand gestures, and derogatory remarks while on the property. There will be no tolerance for fighting in any form among residents or their guests while on the property. Residents and their guests must treat Managers with respect and not interfere with their managerial duties. Threatening staff or using derogatory remarks towards any staff person will not be tolerated and may be grounds for lease termination.

DRAFT

Alcoholic Beverages

Consumption of alcohol is prohibited on the property outside of a resident's unit. Public intoxication on the property that disturbs other residents or Management is prohibited.

Home-Based Business/Use of Unit Restrictions

Home-based businesses must be approved by the Manager in writing. Management may consent to business use of the property such as resident working from home, or business uses that do not require any members of the public or guests to come to the rental property. Any business or income producing use that would involve visitors or traffic, or could involve substantial quantities of mail or packages coming to the building, may be prohibited. Income from a home-based business must be reported and calculated under the Income Eligibility and Continued Occupancy Policy and applicable subsidy rules, including required inclusions, exclusions, and self-employment calculations. Residents are permitted to provide occasional child care for family members and friends; however, operation of any daycare or childcare business is prohibited without Management's written consent.

Your Lease prohibits any assignment or subletting. Residents are expected to have guests that are social and familial acquaintances. No "sharing", barter, or letting of the unit (no Airbnb or similar) for any consideration is permitted.

Soliciting

Residents and their guests are not to solicit from other residents. This includes selling products and also includes requests for gifts or loans of food, cigarettes, money, etc.

MAINTENANCE AND FACILITIES

Keys and Locks

Each adult household member will receive one key for each lock. Keys may not be duplicated, given or loaned to anyone else. If a resident needs an additional copy of a key for some reason, please contact the Rental Office. There will be a charge for any additional keys distributed to the resident. Do not install additional or different locks or alarms on any doors or windows without written consent from Management. Chain locks or other lock additions and alterations to existing locking systems are not permitted. Should this occur, maintenance will be forced to remove them and charge the resident for the repair. No security, or monitoring device that would photograph, videotape, or monitor any common area is permitted. Residents may install cameras, recording, or common area monitoring devices that are exclusive to resident's own internal unit, but no alarm, recorder, camera, or other security device is permitted in, or aimed at, any common area without Management's prior written consent. All keys and entry cards must be returned to the Rental Office upon vacating the unit. There will be a charge for each key and/or entry card that is not returned. If

DRAFT

the resident requests to have a lock changed, the resident will need to pay for the change prior to its installation based on costs that will be assessed by the Manager.

Mold and Mildew Prevention

Mold, mildew, and fungi are common elements found throughout the indoor and outdoor environment. The presence of these substances in indoor and outdoor air, on the ground, and in soil is common and is not a source of problem or injury to most healthy people. However, certain conditions can permit mold, mildew, and fungi to grow in a way that could be hazardous to building materials. It is the responsibility of every resident to maintain appropriate climate conditions and cleanliness standards to prevent mold and mildew from accumulating in the home.

To minimize the occurrence and growth of mold and mildew in the leased property, residents are responsible for the following:

4. Removing any visible moisture accumulation in the unit, including on walls, windows, floors, ceiling, and bathroom; mopping up spills and thoroughly drying affected area as soon as possible after occurrence; using exhaust fans in kitchen and bathroom; and keeping climate and moisture in the unit at reasonable levels.
5. Residents with larger households, or residents that frequently shower, will find that moisture can and will accumulate in bathroom areas. Exhaust fans should be used before and after bathing. Keeping bathroom doors open to allow air exchange will prevent moisture and mildew accumulation from occurring in bathrooms.
6. Keeping climate and moisture in your home at reasonable levels. Humidifiers, or frequent cooking on stovetops, can increase indoor moisture levels. Residents are encouraged to open windows, even during cool weather months, for brief air exchanges and to promptly clean and remove any excess moisture from walls or windows.
7. Greenhouse structures, or keeping a large number of plants, are not allowed inside units because they can add to excess humidity levels and this can lead to mold or mildew growth.
8. Notify Management immediately if you notice any of the following:
    a. A water leak, excessive moisture, or standing water in the unit or a common area;
    b. Mold growth that persists after attempting to remove it with household cleaning solutions; or
    c. A malfunction in any part of the heating, air-conditioning, or ventilation system.

Residents are liable for damage sustained to the building or to residuents' personal property as a result of failure to comply with these mold guidelines.

Furnace and Water Heaters

If there is a furnace in the unit, Management replaces the filter, oils the vent motor, and services the unit before the winter season. This will save energy, keep the unit clean, and help prevent maintenance problems. The area around both the furnace and the water heater must be kept clear

DRAFT

of any items for better efficiency and fire safety. For proper operation of the heating system, cold air return ducts must not be blocked.

Heating and Cooling Systems

Notify the Manager immediately of any problems with the heating or cooling system. Residents should always notify Management of any needed repairs and should never attempt to complete a repair on their own. Management will enter the units regularly to change the filters and provide seasonal maintenance. It is essential that you comply with all maintenance requests.

Residents can help keep the unit warm and prevent the pipes from freezing by following the basic rules below:

- Make sure that furniture and any other personal property does not block heat and cooling vents. Excessive quantities of personal property, storage boxes, and other clutter will impede airflow.
- Immediately notify the Rental Office if problems occur with heat or cooling.
- Make sure to keep unit at 68 degrees or lower in winter months and 73 degrees or higher in summer months to avoid excessive utility and appliance demand.

Plumbing

Residents should always notify Management of any needed repairs.

- If you notice a leak from a pipe under the sink, place a bucket or bowl under it to catch the leak, turn off the sink using the shut off valves located under the sink at the back of the wall, and notify Management.
- If you notice leaking from the faucet handles or spout, shut the faucet off completely and notify Management.
- If you notice spraying of water from the faucet, notify Management.
- Do not use an abrasive sponge and/or scrubbing utensils on stainless steel sinks as they will scratch and damage the surface. Clean with a nonabrasive cleaner only.

Do not put the following down the sink:

- Grease
- Drain cleaners
- Acid
- Any substance other than liquid

**Keep strainer basket in place to catch items such as food waste.*

Shower/Tub

- Utilize an inside shower curtain and shower mat at all times. The inside shower curtain must be inside the tub and encompass corners of the tub area to prevent water leaking during shower usage.
- Should you notice a leak at the fixture or spout, notify Management immediately.
- A small amount of water coming from the tub spout when showering is normal.

DRAFT

- Should you notice a large amount of water coming from the tub spout that decreases water pressure when showering, notify Management.
- Keep the drain opening clear at all times.
- If water is draining slowly, make sure the drain area is free of hair and other debris. *Do not* put any drain cleaner such as Drano down the drain. If slow draining continues, notify Management.
- Should you notice missing caulking or loose fixtures, notify Management.

Toilets

Conventional toilet paper should be the only paper product disposed of down the toilet. Avoid excessive use of paper or putting anything unusual in the toilet. So called "disposable wipes" must never be placed down the toilet, but should be placed in an ordinary wastebasket. Wipes can expand and cause clogging and damage to building drains, as well as causing problems for municipal waste treatment systems. If the toilet malfunctions and cannot be fixed with a plunger, notify Management. There will be no charge unless the damage is caused by negligence, misuse or a breach of this Resident Handbook.

Do not stand on, slam, or use excessive force on the toilet seat.

The following items are considered chargeable damage to the toilet and/or sanitary systems:

- Large accumulation of paper
- Use of paper products other than toilet paper
- Disposable diapers or wipes
- Sanitary napkins, tampons, etc.
- Grease or any other material (other than ordinary use)
- Any other foreign object found to have been dropped or flushed in the toilet
- Kitty litter

It is the resident's responsibility to keep personal items, cosmetics, hairpins, toys, and other property away from and out of the toilet. These items can cause plugging and damage if they are accidentally dropped or flushed in the toilet.

Clogged Toilet

Do not put drain cleaners in the toilet; use a plunger. If the problem persists, notify Management.

Overflowing Toilet

Immediately shut off the water using the shut-off valve located on the wall near the base of the toilet if the toilet is overflowing. Notify Management and clean up any water from overflow.

Toilet Running Constantly or Not Flushing Properly

Notify Management.

DRAFT

Please understand that condensation on the exterior surface of the toilet is normal in the summer months. This condensation may drip to the floor appearing similar to a leak. Check this before contacting Management regarding a toilet leaking.

Cabinetry and Flooring and Water

Cabinetry and flooring in kitchen and bathroom areas are designed to withstand normal amounts of moisture. But cabinetry and flooring are not "waterproof" and can be damaged, subject to delamination, or leak into other areas, if standing water is permitted to accumulate. Water should be promptly wiped and removed from all cabinet areas, and flooring. Do not leave wet towels, clothes, mats, or other soggy materials on any flooring or cabinetry surface area as this can cause damage to flooring and building materials and lead to problems with mold and moisture.

Rubber backed mats and runners should not be used on any flooring as this can cause discoloration.

Inspections and Maintenance

All residents are obligated to permit the Owner, the Management Agent, or contractors authorized by Management to enter the unit for scheduled or reasonable inspections, repairs, and other business reasons. To request maintenance, please notify the Rental Office and indicate the item that needs to be repaired or replaced. Residents should always notify Management of any needed repairs and should never attempt to complete a repair on their own. Routine repairs are performed during weekdays, and emergency repairs may be performed 24 hours a day, if necessary, even if the resident is not home. Please note that by placing a service request with the Rental Office, the resident is granting consent for maintenance and is receiving notice that entry to the unit will occur for maintenance purposes whether or not the resident is available. If the resident's schedule presents a conflict (need to call first, only after a certain time, etc.), please let maintenance or the Rental Office know the requested time frame for completion of the work order. Management will attempt to accommodate reasonable requests, but cannot guarantee when a maintenance work order will be addressed. Generally, there is no charge for repairs and maintenance. However, if the repair is deemed to be misuse (including failure to follow the rules and regulations of this Resident Handbook) or beyond normal wear and tear, the resident will be assessed the cost of repair and labor.

For unit inspections, residents will be notified in writing in advance of an inspection. During inspection, the unit must be in a clean, safe, and sanitary condition. It is resident's responsibility under the Lease to cooperate with Management's inspection program, and right to access the unit. When inspections take place, resident is not required to be home, but if home, resident should be appropriately dressed. Management is entitled to access to all areas of the rental unit. Management reserves the right to refuse inspection, and will not conduct an inspection or maintenance or service request, if minor family members are home alone and the responsible adult leaseholder is not present.

DRAFT

Periodic inspections are also conducted to determine that resident households are in compliance with the terms of the Lease, and the provisions of this Handbook. Any deficiencies noted in an inspection regarding housekeeping, sanitation, excessive "clutter", or care of maintenance of the unit in accordance with this Handbook, may be a basis for noting deficiencies that resident must be corrected, or for lease enforcement action up to and including termination of Lease, non-renewal, or eviction. If deficiencies are noted in the condition of the unit, Management reserves the right to conduct re-inspections in addition to taking action to enforce the Lease and/or terminate the Lease. Failure to cooperate with Management's inspection program, is a breach of your Lease and these rules.

If any inspection of a unit, or report about a unit, reveals life, fire, sanitation, or other health and safety issues, Management reserves the right, and Resident consents, to Management contacting, or providing copies of inspection reports to, local building and code enforcement officials. Resident acknowledges and agrees that it is a term of the Lease and this Handbook to comply with local and state sanitation, health, and fire codes.

City and State Housing Authorities/HUD Inspections

Based on local and state housing or code requirements, or requirements of any financing program, your unit may be inspected periodically by a local or state housing agency, HUD officer, contract administrator, or local code official, including a representative of Management and a maintenance staff member. These inspections are required by local law and financing programs to determine that the property is being maintained in accordance with local rules and program requirements. Residents are expected to cooperate with these inspections.

Pre-Move Out Inspections

During the notice period, Management may conduct a pre-move-out inspection with the entry notice required by law and the lease to identify needed work. You have the right to be present at the move-out inspection. At move-in, Management will provide written notice of that right. If you request it, Management will notify you when the move-out inspection will occur. A joint inspection may be excluded only where A.R.S. § 33-1321(C) permits: eviction for a material and irreparable breach and reasonable cause to fear violence or intimidation. Any damage deductions remain subject to the required itemized accounting.

Pest Control Services

If you notice evidence of rodents or pests in the unit, please contact the Manager immediately. The Manager will schedule the unit to be treated by professionals.

All residents are required to assist Management in pest control procedures. Participation in our pest control treatment program, including preventative inspections and treatments when pests are discovered, is MANDATORY. Residents will be notified of the treatment dates; this will serve as notice to enter units on those dates. If the unit is not ready when our pest control vendor is treating the property, the resident may be required to pay a re-treatment or repeat visit fee. The resident is

DRAFT

required to comply with all requests for readying the unit for pest control treatments, which may include emptying cupboards, removing materials from under sinks or vanities, and other requests. Residents are also required to follow any recommendations or treatment control requests of our pest control vendor.

Failure to promptly notify Management of pests in the unit or follow the requirements of our pest control vendor is a serious lease violation. Prompt notification to Management is necessary to prevent pest infestation and to keep pests from spreading. If routine inspections find that a home has had an ongoing pest problem that is not reported, this may be grounds for lease termination.

If a resident's unit becomes infested with pests, upon notice from Management, the resident agrees that the members of the resident's household will not use the building's interior common areas or enter other residents' units, and no other residents will be allowed to enter his/her unit until the infestation is treated and Management has provided notice to the resident that the members of the household may again use common areas and enter other residents' units, and other residents may enter his/her unit.

Residents with infestations may be required to dispose of personal property, furniture, mattresses, etc. Management will not reimburse or replace personal property that must be treated or disposed of. Resident may also be asked to conduct, or be responsible for, laundering, at high temperatures and under instructions provided by Management's pest control provider, clothing, bedding, towels and linens, and other fabrics and materials at high temperatures at a commercial laundry. Residents **must** seek Management's assistance in discarding items infested with pests so that residents do not spread pests when throwing items away. For effective extermination, it is often necessary to treat all units surrounding the problem area. Should this occur, the resident must cooperate fully with the extermination effort even if his/her unit does not seem to be affected.

The presence of pests in a property is sometimes unavoidable, because even the best housekeeping practices cannot always prevent pests. However, doing the following will greatly reduce the chances of getting unwanted pests:

1. Inspect products when they are purchased to ensure that you are not bringing insects home.
2. Store food in seamless metal, glass, or plastic containers.
3. Remove and clean dishes and food from your kitchen promptly after dining.
4. Use plastic garbage bags and take the garbage out frequently.
5. Rinse all cans and bottles with hot water if they are stored for any period of time.
6. Clean stove and refrigerator on a regular basis.
7. Wipe up all spills and grease promptly.
8. Move stove and refrigerator periodically to clean behind and under them.
9. Do not store paper grocery bags in the unit.
10. Do not use cardboard boxes for storing items if at all possible. If you do have to use them, keep them out in the open. Avoid stacking cardboard boxes on top of each other.

DRAFT

11. Rodents and insects are generally attracted by garbage. Always wrap food and meat scraps. Do not allow garbage to accumulate.
12. Residents should not bring home items that are “abandoned”, donated, or discarded and marked “free” for pick up. Residents should not remove items from any trash or garbage areas, as discarded items are often thrown away because they have pests.
13. When traveling, it is recommended that residents carefully inspect luggage before bringing items back into the unit. If there is any suspicion or reason to believe that a resident has been exposed to a pest, particularly bed bugs, laundering clothing and items exposed to a source of pests at high temperatures is a preventative step to take.

Management relies on pest control professionals to diagnose and treat pest problems. These professionals have access to treatments not available to the general public. Pest control treatments that can be purchased by members of the public are usually not effective in treating certain types of pests and can actually hamper Management’s treatment efforts. *For this reason, residents are not allowed to use their own pest control treatments*. Bait traps and pellets placed by the pest-control professional are sometimes needed to control the infested areas. Please exercise caution around these items, for they may be poisonous.

SAFETY CONSIDERATIONS

Medical Emergency Procedure

Dial 911 if there is a serious medical emergency that needs immediate assistance.

If possible, have someone meet emergency personnel at the front door of the building. If possible, call the Manager and advise them of the situation.

Security and Safety

This building is only as safe as you make it. Close and lock doors to the unit at all times. Management will not allow service technicians (TV repair, etc.) or delivery people into the unit unless they have prior written authorization from the resident. Please keep unit doors and garages locked at all times, and do not allow anyone in that you do not recognize as a resident of the property. Do not allow strangers or other residents’ guests’ access to the building while you are entering or leaving the building. Should you observe illegal activity or loitering of a suspicious nature, contact the Manager or the Police Department immediately.

Catastrophe or Uninhabitable Unit

If fire, disaster, or another condition makes a unit unsafe or uninhabitable, follow emergency instructions and contact Management promptly. Any relocation, administrative transfer, lease termination, rent adjustment, or return to the unit must comply with applicable law, the lease, governing program requirements, and required notices and resident protections. Transfer rent and

DRAFT

continued assistance are governed by the Rent Setting Policy and, when applicable, the PBV Plan. An emergency does not itself waive required relocation assistance or legal procedures.

Fire Precautions

Residents are responsible for any damage to the unit as a result of negligence. We suggest that every resident take the following precautions:

- Do not place matches or lighters where minor family members can reach them.
- Do not overload electrical outlets.
- Replace worn electrical cords.
- Follow all "no smoking" requirements.
- For fire safety purposes, the rental property prohibits residents from lighting or using candles in any portion of the property. Any other open flame, including gas or kerosene lanterns, or smoking substance, like incense, is also prohibited.
- Any item that generates heat, like a curling iron, must not be placed on or near any shelf area where it could cause damage to cabinetry, or near any flammable source such as any fabric or curtain.
- Resident should actively monitor any item on a stove, or in a microwave, and any cooking. Unattended cooking is a major source of household fires.
- No fireworks, even "lawful" fireworks are permitted to be used at the property, or kept anywhere at the property, including in resident's vehicle when parked at the property.
- Live Christmas trees are not permitted.
- Dispose of newspapers and other refuse regularly.
- Do not keep any flammables, explosives, or other non-household combustible items in the unit.
- Do not block hallways or entrance areas.
- Ownership or storage of excessive amounts of personal property or furnishings can pose a fire hazard to the resident and other residents. It will also impede the circulation of heat and ventilation in the unit. The resident must remove, or store off-site, any personal property deemed by Management to be excessive.
- Regularly clean grease from cooking range, oven, and exhaust fans and vents regularly. Never leave any paper, flammable, or other object not designed for cooking near stoves or cook top surfaces. Residents must keep all paper and other flammable materials away from any water heater, furnace, or other installed heating source.

Fire Safety

Read the procedure below very carefully. In the event of a fire, these procedures may save your life or the life of your neighbor. Remain Calm At All Times.

1. If the fire alarm sounds, remain calm:

DRAFT

a. Feel your unit door and knob – if either is hot to the touch, DO NOT OPEN. Keep the door closed and seal cracks with wet towels; open a window for air. Hang a towel out the window to alert the fire department you are there. Wait for instructions from the Fire Department.
b. If the door feels cool, place your foot against the bottom of the door and open slowly. If the hallway is clear, go to the nearest stairway. Close the door behind you and leave the building by the stairway. Do not use the elevator in the event of a fire.
c. If the stairway is not clear of smoke, return to your unit and follow the instructions in paragraph 1(a).

2. In the event of heavy smoke, remain calm and do not panic. Dampen a towel or rag and cover your mouth and nose. Stay close to the floor, moving to the nearest window or exit. If the hallways are very smoky, crawl to the nearest exit, as smoke rises. Never go into a room without a window.
3. If there is a fire in your unit, leave immediately. Close the door behind you and pull the manual fire alarm. Leave the building by the stairway. For small fires – fire extinguishers are provided in the corridors.
4. The Fire Department must be called by telephone even if a fire alarm sounds. The alarm may not automatically notify the Department. Do not assume that your neighbor has called; take the responsibility.

Fire Pits, Grills, Lights, & Torches

No fire pits, BBQ Grills, or torches of any kind are allowed on the property. No grills of any kind are allowed in the unit. Bonfires are prohibited. City ordinances supersede any rules listed here.

Grievance Procedure

This general resident grievance procedure covers the concerns listed below. Decisions governed by an approved El Portal policy or a subsidy program follow that policy's or program's review procedures instead. Filing a general grievance does not automatically extend a separate appeal or legal deadline. A business day means a day City administrative offices are open, excluding weekends and City-observed holidays.

- Maintenance or repair delays
- Lease enforcement or lease termination
- Staff behavior or treatment
- Access to services or amenities
- Safety or habitability concerns

For income eligibility or continued-occupancy decisions, refer to the El Portal Income Eligibility and Continued Occupancy Policy. For owner-screening decisions, refer to the El Portal Tenant Screening

DRAFT

and Selection Policy. Follow the review instructions and deadline in your decision notice, and contact the Rental Office promptly if you need help or an accommodation.

For PBV subsidy decisions, refer to the El Portal PBV Wait List Policy and Plan and the administering PHA's applicable HCV Administrative Plan. PHA reviews and hearings are separate from owner reviews. Follow the procedures and deadline in the PHA's notice; contact the PHA promptly with questions or requests for assistance.

Grievance Procedure

1. Informal Resolution (Recommended First Step)

Residents are encouraged to discuss concerns directly with the property manager or site staff to seek an informal resolution before filing a formal grievance. Many issues can be resolved quickly through direct communication. Informal discussion is optional and does not delay a specific appeal deadline or prevent a direct request for accommodation, emergency help, or an available legal remedy.

2. Formal Grievance Submission

For a concern governed by this general procedure, submit a written grievance within ten business days of the incident or issue, subject to required accommodations and any controlling legal or program deadline. Management will assist residents who need help communicating a grievance. Include:

- Resident name, address, and unit number (if applicable)
- Date of the grievance
- Description of the issue or concern
- Any steps taken to resolve it informally
- Desired resolution

Grievances may be submitted by:

- Dropping a written statement at the management office
- Emailing: elportal@tucsonaz.gov
- Mailing to 2425 N Haskell Dr, Tucson, AZ 85716 (postmarked within the general grievance deadline, subject to applicable accommodations and governing requirements)

3. Review and Response

- Management will acknowledge receipt of the grievance within **5 business days**.
- A written response will be provided within **15 business days** of receipt, following a review of the issue and any relevant documentation or interviews.

DRAFT

- If additional time is needed to investigate, the resident will be notified in writing with an expected timeline.

4. Appeal

For a general grievance, a resident dissatisfied with the response may request an appeal in writing within **ten calendar days** after receiving it. A designated City housing representative or appeals officer who was not involved in the original decision will review it and issue a final decision within **fifteen business days** after receiving the appeal. Specific El Portal policy reviews, PHA reviews or hearings, required accommodations, and legal remedies follow their own governing procedures.

Non-Retaliation

Residents will not be penalized, harassed, or evicted for filing a grievance in good faith. Retaliation by staff or management is strictly prohibited and may result in disciplinary action.

Recordkeeping

Grievance records will be retained and protected under applicable City retention requirements, program requirements, and confidentiality rules. Records will be reviewed periodically for quality improvement.

DRAFT

ACKNOWLEDGMENT OF RECEIPT

I acknowledge receipt of the Resident Handbook and understand my responsibility to comply with my lease and the Handbook, subject to applicable law, required subsidy terms, and the approved El Portal policies as lawfully applicable to my tenancy. I understand that current policies are available free of charge from the Rental Office and that policy references in this Handbook do not waive resident rights or required notices.

Resident Name:_____

Address: _____

Unit Number (if applicable): _____

Acknowledged and Agreed

_____ _____

Resident Signature Date

_____ _____

Resident Signature Date

_____ _____

Resident Signature Date

_____ _____

Resident Signature Date

_____ _____

Resident Signature Date

_____ _____

Resident Signature Date

_____ _____

Property Management Staff Signature **Date**

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