

FOOTHILLS PROPERTIES
TENANT HANDBOOK

It's Not Just a Rental...

It's Your Home



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INTRODUCTION

Thank you! We are so pleased that you have chosen to work with Foothills Properties (FHP) to find and lease a home. If you are new to Arizona, we are sure that you will come to love it as much as we do.

For your convenience, we have compiled this Handbook which is part of your Lease. We hope it will make your rental experience with us a pleasant one from start to finish.

First, a little about Foothills Properties, hereafter referred to as FHP:

FHP is a licensed, full service property management and real estate company, established in 1985.

Our principals are Lou Kahn, RPM®, who acts as our Designated Broker and is the legal entity of our company, and Leslie Latham, CRPM®, CRS®, MPMC®, RMP® who is our President and CEO. Between them, they have over 50 years of real estate and property management experience.

All our Property Managers are licensed real estate agents as required by the State of Arizona. They each manage a portfolio of properties, assisted by our Maintenance Manager, and the rest of the FHP team. They also act as Leasing Agents to assist prospective Tenants in finding just the right property.

Agency Advisory:

As licensed real estate company, Foothills Properties has a fiduciary responsibility to our Owner/Landlord Clients, are acting as Agents of these clients, and represent their interests. Of course, as licensees, we are also bound by the NAR Code of Ethics to treat all parties fairly. If you have any questions about this process or concerns about your rights, please don't hesitate to discuss them with your Leasing Agent.

Fair Housing Advisory:

Foothills Properties strictly adheres to Fair Housing Laws and will not discriminate based on race, color, national origin, gender family status, religion or disability. Every applicant will be treated with respect, and approved or denied based on the same set of guidelines and approval standards.

Disabilities Advisory:

Foothills Properties will make every effort to provide reasonable accommodations/modifications in accordance with the Americans with Disabilities Act.

Our company and its principals are active members and supporters of a number of national and local professional associations:

- National Association of Residential Property Managers (NARPM)
- Southern Arizona Chapter of Residential Property Managers (NARPM-SoAz)
- National Association of REALTORS®
- Arizona Association of REALTORS®
- Tucson Association of REALTORS®
- Community Associations Institute (CAI)
- Tucson Metro Chamber (of Commerce)
- Metropolitan Tucson Convention and Visitors Bureau

You will see sets of initials behind most of our names. We don't use them to show off; we use them to show that we care very much about the professionalism of our Property Managers/Sales Agents, and encourage and support advanced education.

GENERAL INFORMATION

Please keep this Handbook in a convenient spot and refer to it with any questions you may have. Of course, we are available to answer your questions and to provide service.

Emergencies - 520-299-2100 – Follow the instructions to be transferred to a Duty Agent

- ◆ Office hours: Monday – Friday 9:00 – 5:00
- ◆ Phone # 520-299-2100
- ◆ Fax # 520-299-7941
- ◆ Email Manager@tucsonfoothills.com
 - Manzanita Portfolio: Sandi Schultz, sandi@tucsonfoothills.com
 - Quail Portfolio: L.W. Wade, quail@tucsonfoothills.com
 - Roadrunner Portfolio: Jannene Johnson, roadrunner@tucsonfoothills.com
 - Yucca Portfolio: Shannon Fitzpatrick, yucca@tucsonfoothills.com
 - Maintenance Manager: Laura Quick, maintenancemgr@tucsonfoothills.com
 - Broker: Lou Kahn, loukahn@tucsonfoothills.com
 - President: Leslie Latham, llatham@tucsonfoothills.com

- ◆ Address 2484 E. River Road
Tucson, AZ 85718

We care about our Owners; we care about our Properties; and we care about our Tenants. If you have any issues that need to be addressed, please don't hesitate to contact us to discuss.

Renters Insurance Advisory

Did you know that **YOU, NOT THE PROPERTY OWNER OR FOOTHILLS PROPERTIES**, are responsible for injury to yourself or others or damage to your personal property in your rental caused by any of the following:



Fire / Smoke Damage



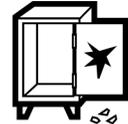
Leaks/Flooding



Storm Damage



Electrical Damage



Theft



INCLUDING

Cost of Defense



medical expenses



Bodily injury to others

Foothills Properties strongly advises all tenants to obtain renters insurance to cover personal property damage and injury to themselves and their guests from theft, fire, water damage or other causes.

We recommend that you keep a working fire extinguisher at the property. It is also strongly recommended that if you will be leaving the house for an extended amount of time, that you shut off water to all major appliances and fixtures to avoid unforeseen water damages.

When Traumatic events occur, YOU Need Financial Protection!

- 1) **All of your personal possessions are protected.** It could be impossible to replace your personal possessions without the help of an insurance coverage. Within 6 weeks of each other, Foothills Tenants suffered the back-up of a Pima County sewer main into their ranch style home with 3 bathrooms contributing to the muck, and another the loss of all of their personal possessions in a fire which destroyed their rental home. Neither had Renters Insurance – now they do!
- 2) **You or Guests who injure themselves are covered.** Most injuries that occur are not Landlord-caused and are the responsibility of the Tenant. Your initial and return doctor visits are covered.
- 3) **You can afford temporary housing.** Imagine a worst case scenario such as a fire, flood, or other major property damage that displaces residents from their home. If the property is uninhabitable, your owner may need to condemn the property, ending your lease and his responsibility. You need coverage for your immediate housing needs.
- 4) **Renters insurance will cover the cost of damage you are responsible for even if not your fault.** If you or your family or guest accidentally caused damage to your rental property or the common area, you can file a claim with your renters insurance.

TENANT OBLIGATIONS

You have rented a home. . . think of it as your own. During the term of this lease, you are in possession of the house and surrounding landscaping. Your obligations are similar to those of the Owner and you are expected to care for and maintain the premises accordingly. On occasion, systems will fail. When that occurs, you may need to be home to make the property available to repair technicians, just as you would if you owned the property.

Contact Information

You are required to have telephone and email accessibility and to:

- ◆ Provide us as applicable with home, work and cell numbers, and email addresses for all responsible adults on the Lease
- ◆ Notify us of any changes to any of this information immediately
- ◆ Provide us with the name and contact information for the person you would authorize to be responsible for your personal effects should you die while occupying a Foothills home. This isn't something we think will happen, but it has happened and you will want to have control over this now.

Paying Your Rent

- ◆ Your rent must be paid in full and on time; failure to do so is a violation of your lease. Rent is due on the first and late after midnight on the third. Payments may be set up on our website through RentTrack, by auto-pay through your bank, or by check, money order or certified funds made payable to Foothills Properties. We cannot accept cash payments for the safety of our office staff.
- ◆ You may mail your payment, or deliver it to our office address after hours by taking advantage of the secure drop box on the front of our building. Please write your address on the memo line of your check to insure proper credit. Please enclose the check in an envelope and put our name on the front of the envelope. **DO NOT LEAVE CASH.**
- ◆ **LATE FEES: You are provided with a grace period of 3 days. A Late Fee of 20% of your rent amount is due after midnight on the third.** Week-ends and holidays **DO NOT** extend the grace period. Unpaid late fees will be charged against rent and deducted from your next payment of rent until paid in full. If still due when you vacate, late fees will be deducted from your security deposit. Continued failure to pay rent on time will result in termination or non-renewal of your tenancy.
- ◆ **NSF CHECK FEE- \$35.00.** If your check is returned for Non-Sufficient funds, your rent will be considered late and you will be charged a processing fee of \$35 plus the late fee of 20% as outlined.
- ◆ Inability to pay rent because of job loss, financial hardship, or medical problems does not negate your responsibility to pay your rent, nor avoid eviction. However, a call to your Property Manager the minute you realize you have a problem will go a long way to finding a solution with you. We can't always accommodate your requests, but we will always try to assist.

Maintaining Your Home

- ◆ You are responsible for the cleanliness and care of your home, reporting any issues which interfere with your comfort and enjoyment or the upkeep of the property, particularly if delay in reporting could make the problem worse. Please note that delay in reporting these issues could transfer the responsibility to you.
- ◆ Please submit any repair items on our website and either your Property Manager, or our Maintenance Manager will be in touch to ascertain more information and to confirm an appointment with one of our approved Vendors.
- ◆ Please note that you are not authorized to affect any repairs yourself, NOR to order any Vendors outside the approved list of Vendors at FHP. Vendors on this list are regularly reviewed for licensing, insurance and quality of service. Hiring a non-Foothills-approved vendor will make you responsible for the cost of the service.
- ◆ An Agent is on duty for emergency water, fire or wind damage reports.

TENANT MAINTENANCE RESPONSIBILITIES

- ◆ Replacing light bulbs – must be with like bulbs
- ◆ Replacing AC filters monthly
- ◆ Replacing Smoke and carbon monoxide batteries annually
- ◆ Vacuuming regularly, even more often if pets as their fur gets into your HVAC system and can cause failures and increased electric bills from the strain.

HOA Compliance

- ◆ Per the terms of your Lease, you are required to adhere to the rules and regulations of your rental community as detailed on the CCRs which you received with your Application. Upon receipt of notices of non-compliance from the HOA management, FHP will review your record of compliance and issue a notice to you consistent with the demands from the HOA. This notice will require you to correct the items within ten (10) days.
- ◆ If the item(s) is not corrected within the timeframe specified, FHP will dispatch a Vendor to address the problem and you will be invoiced. There is a processing fee from FHP along with each of these non-compliance items which you will be billed for as well. This is not a fine from the HOA, but rather the cost of FHP having to process a non-compliance notice.
- ◆ Should the issue not be resolved through your responsibility and a fine be levied against your Owner/Landlord, this fine will be billed to you for payment.

Illegal or Unauthorized Activities

- ◆ Using the residence for illegal activities such as the manufacture or distribution of drugs and/or drug paraphernalia, manufacture or distribution of pornographic material and prostitution are irreparable and material breach of the Lease and considered grounds for immediate eviction.
- ◆ Home operated businesses requiring regular visits by client/customers must be approved in writing by management according to the CCRs of the Community.
- ◆ Day Care operations are not allowed due to homeowner liability issues.
- ◆ Group homes must be licensed, are allowed by law and cannot be disallowed by CCRs.

Renters Insurance

- ◆ Insurance is strongly recommended in order to protect you, your family and guests and your personal effects.
- ◆ Insurance should be kept current while you reside in your rental. Neither Foothills Properties nor the owner of the home is responsible for damage or losses to your personal property.
- ◆ Insurance must include liability coverage for damage to the residence of \$300,000.00.

NO Smoking in the Home

- ◆ Smoking by the tenants or their guests may be done outdoors only. This ban extends to the garage.
- ◆ Smoking in the home will cause you to be charged beyond the security deposit in order to remove the smoke odor and nicotine staining. This may include, but is not limited to additional carpet cleaning and deodorizing, professional drape and blind cleaning, and washing, sealing and painting of walls and ceilings, and cleaning of HVAC ducts and air handlers.

Trash and Recycling

- ◆ You are required to arrange for trash service if not provided by the HOA. See your Utility sheet for contact information for your particular property.
- ◆ Use appropriate containers; set out at appropriate time and remove day of pick-up.
- ◆ Do not allow trash to accumulate in and around the home.

Disturbances, Noise and Nuisance

- ◆ Tenants should conduct themselves in a way that will not offend or disturb neighbors or passersby. This includes extreme or excessive noise and includes loud or lewd music and vulgar or profane language.
- ◆ Above are considered violations of the lease. One written warning will be given. Further violations are cause for termination of lease.

Parking/Vehicles

- ◆ Park in designated areas, i.e. garage, carport, driveway or street.
- ◆ Parking in yard or on sidewalk is not permitted.
- ◆ No major vehicle repairs allowed.
- ◆ If your vehicle leaks fluid, place protective pan under vehicle.
- ◆ All vehicles on premises must be maintained in running order and have current registration.
- ◆ Maximum of **TWO** vehicles on property without express written consent for additional vehicles.
- ◆ Boats, travel trailers and motor homes must be in compliance with Homeowners Rules, Regulations and Covenants for the property.
- ◆ Condos and Townhomes frequently have guest parking spaces. These spaces are reserved for the use of guests of all residents and not to be used for tenant vehicles.

Garage Doors and Openers - Garage doors and openers are serviced between each tenant

- ◆ Remote batteries are changed before your occupancy. You are responsible to change batteries if inhabiting the property for more than a year.
- ◆ The opener light bulbs are not changed frequently, but if they burn out during your tenancy, please change them
- ◆ Keep motion sensors clear of blockage and reposition them when they get jarred out of alignment – check this before reporting your garage door won't open.
- ◆ Keep motion sensor "eyes" clean so they operate efficiently
- ◆ Call Foothills immediately if door seems to operate slowly or if springs break

Guests

- ◆ Guests staying more than 14 days must be approved by Foothills in writing.
- ◆ You are responsible for the behavior of your guests or invitees.

Pets

- ◆ No animals of any kind are allowed without written permission in the way of a pet addendum, and a pet fee of \$15 per month per pet.
- ◆ Damages caused by pets are the sole responsibility of the tenant. The entire security deposit may be used to repair the damages. Any additional costs will be billed to you including the cost of carpet replacement due to urine or other pet damage.
- ◆ Bringing a pet into the home without approval is grounds for eviction and additional fees and costs.

Antennas and Satellite Dishes

- ◆ Installation of these must have written permission, based on HOA rules.
- ◆ May not be attached to siding or roof.
- ◆ Must be removed at your expense when you vacate the property.

Combustible Fluids

- ◆ May be kept on the premises only in small quantities for lawn mowers and weed-eaters.
- ◆ Must be kept in approved containers.

Utilities

- ◆ Tenant is responsible for all utilities unless otherwise specified in the lease.
- ◆ Failure to keep water and sewer bills current may result in termination of the lease.
- ◆ When vacating, utility companies must be requested to take a reading for your final bill, but NOT turned off. Foothills will enact a Landlord agreement when you give notice to vacate which will automatically revert the utility billings into your Landlord's name care of Foothills office address.

HVAC System

- ◆ Change AC filters monthly.
- ◆ Keep area around HVAC equipment clear of all stored items. This equipment needs adequate ventilation to operate.
- ◆ Do not store flammable materials in the immediate vicinity of the HVAC equipment or water heater.

Garbage Disposal

- ◆ Do NOT put fibrous foods like banana skins, broccoli, celery, corn husks or potato peels into disposal as they can tangle and stop the blades of your unit. Other no-no's include bones and eggshells. And are you aware that dumping coffee grounds or starchy food into the unit can clog the pipes?
- ◆ Turn power switch to "Off" before taking any action should your disposer suddenly malfunction.
- ◆ Use pliers or tongs to pull out clogged matter; NEVER your fingers.
- ◆ Clean by pouring warm (not hot) water into your garbage disposal as it grinds cut-up lemons.
- ◆ Or try filling it with ice cubes and a cup of rock salt, then running for a few seconds.
- ◆ **DO** try untangling any fibers wrapped around your disposer blade by using the wrench that came with your unit. With that tool, you simply turn the nut at the base of the unit, then press the small red reset button in the center and flip the switch to restart.

Smoke and Carbon Monoxide Detectors

- ◆ Smoke detectors are in all homes, carbon monoxide detectors are in many homes.
- ◆ New batteries are installed prior to your move-in. If you stay more than 1 year, it is the tenant responsibility to replace batteries once a year.

Pest Control

- ◆ We live in a desert. There are a number of pests. Your experience is a matter of your personal tolerance. If you are new to the area, the Arizona Desert Museum has wonderful information that can ease your fear and arm you with ways to protect yourself from pests that can be harmful. We highly recommend your taking the time to avail yourself of this information, particularly if you have children who are fearful.
- ◆ A pest inspection has been conducted following the move-out of the prior occupant, certifying the property is free of bedbugs.
- ◆ Pest control spray is also performed at that time.
- ◆ Future infestations except for termites or packrats shall be your responsibility.

Paint, Wallpaper, etc.

- ◆ As a rule, no paint or wallpaper changes may be made to the house.
- ◆ On occasion, Tenants may be allowed to change paint colors. Any changes must be discussed with your Leasing Agent at time of leasing the house, or with your Property Manager after your move-in.
- ◆ Any such changes after move-in **MUST BE APPROVED** prior to any alterations, along with instructions about whether change must be reversed at your expense when you vacate the property.

Landscaping & Irrigation

- ◆ Unless specified that landscape service is provided, you are required to care for the landscaping and grounds and keep them in as good a condition as when you moved in.
- ◆ Includes, watering, mowing, fertilizing, trimming and weeding.
- ◆ Keep shrub growth away from walls, roof and eaves.
- ◆ Report to management any tree growth over roof or around fireplace chimney.
- ◆ The Landlord is responsible for the repairs to the irrigation system, but the Tenant is responsible to report problems including visible leaks or struggling plants. Failure to do so may make you liable for replacement.

Light Bulbs

- ◆ At move-in all fixtures will have the proper bulbs in place.
- ◆ Tenant is responsible for all bulb changes during occupancy. Do not use higher wattage bulbs than recommended to prevent fires.
- ◆ At move-out, all fixtures must have correct number of bulbs with correct wattages. Bulbs must match.

Plumbing

- ◆ Although an inspection was conducted following the previous vacancy, stoppages can occur at any time.
- ◆ You can reduce the delays caused by stopped up toilets by being very careful about what is put into the system and to flush more than once if applicable.
- ◆ Never allow feminine products or so-called "flushable" wipes to be put into your toilets.
- ◆ Of course children sometimes act without your knowledge; any stoppages caused by such items put into the toilet will be a Tenant cost.

Hanging Pictures, etc.

- ◆ This is your home and we want you to enjoy it. You may hang pictures on the walls, but we ask that you do not use molly bolts. There are a number of products on the market that will accommodate heavy objects.
- ◆ A charge may be assessed for extreme numbers of, or extra-large, holes due to molly bolts or wall anchors.

Vacations

- ◆ Please notify us if you will be gone for an extended period of time and provide us with a contact number in case of emergency.
- ◆ Notify a friend or neighbor of how to reach us in case of an emergency.

Interior Inspections: Foothills performs standard interior and exterior inspections – by notification and appointment with the Tenant under the following circumstances:

- ◆ The Periodic System Check is a routine inspection scheduled mid-point in the lease and lease extension periods in order to prevent deferred maintenance and to maintain systems for Tenant comfort
- ◆ Property Owner/Landlord inspections by appointment.
- ◆ Inspections by licensed professionals for appraisals, termite inspections, insurance adjustments, buyer's inspections relative to a contract for sale, termite treatment, etc.
- ◆ By a Foothills vendor performing roofing, heating / cooling or other routine system checks and repairs.

Additional Inspections: In addition to the above inspections Foothills reserves to right to hold an interior inspection of the premises, if:

- ◆ There are 2 or more late payments or NSF checks in a 6-month period. After two (2) NSF checks, only certified funds or money orders will be accepted.
- ◆ There are 2 lease violation notices for care of the property in a 6-month period.

- ◆ There are 2 HOA notices for violation of the CC&R's within a 6-month period. Typical notices are for but not limited to:
- ◆ Weeds or un-trimmed yards
- ◆ Trash receptacles not properly stored on non-pick-up days
- ◆ Excess vehicles or improper parking of approved vehicles or junk or other items left in the yard.
- ◆ Barking dogs
- ◆ There are 2 or more Police Visits within 6-months
- ◆ Complaints of disturbance (disturbing the peace and quiet enjoyment of the neighbors)
- ◆ Suspicion of unauthorized pets
- ◆ Suspicion of Drugs or other illegal substance.
- ◆ Suspicion of unauthorized occupants.
- ◆ Subcontractor or maintenance personnel report of problems

Inspection Fee: There will be a \$50 Inspection Fee charged to the Tenant each time a manager is required to visit or inspect the property as a result of any action in violation of the Lease Agreement by the tenant

TIPS TO MAINTAIN FUNCTIONING SYSTEMS IN YOUR HOME

AC Filters - One of the most overlooked yet significant systems in your desert house

- ◆ Yes, we're saying it again! Change your filters every month!
- ◆ You'll save yourself the inconvenience of system failures by stretching out the life of the system.
- ◆ You'll reduce allergies or asthma attacks
- ◆ If you have cats or long-furred dogs, you may want to change them even more often.
- ◆ Taking care of this one item will help you avoid AC breakdowns, additional electric bills when the system is struggling, and additional allergens and pollutants in your air caused by your clogged filter!

Stoves

- ◆ DO NOT use oven cleaner on self-clean on continuous clean ovens.
- ◆ Glass top stoves must be cleaned with products designed for that purpose

Hard Water

- ◆ Tucson water is terrible on our hard surfaces such as glass and chrome, etc
- ◆ Pinterest has many great ideas for inexpensive and effective homemade products to protect from and remove hard water stains.
- ◆ Home Depot, Lowe's and Ace all have products as well.
- ◆ Never allow water to remain on these surfaces since the minerals will etch into the surface
- ◆ Squeegee your shower several times a week – it will do wonders and save you the “heavy” work later
- ◆ At your move-out, our housekeepers will remove this at your expense – so this is one of the ways you can reduce the amount held from your security deposit

Dishwashers

- ◆ If you only use your dishwasher after your annual Thanksgiving dinner, you must **still** run a cycle with water through the machine at least monthly to prevent the seals from drying and cracking

Garbage Disposals

- ◆ Always have water on while running the disposal.
- ◆ Do not use for bones, grease, eggshells, onion skins, celery.
- ◆ Do not overload. It is not designed to handle large amounts of anything at a time.

Washer/Dryers and hook-ups

- ◆ Check hoses and washers when you are installing your units.
- ◆ When on vacation, turn the water off to your washer.
- ◆ Check wall and floor frequently for evidence of a hidden leak.
- ◆ **Clean your dryer vent screen after each use. Otherwise, the dryer vent hose can get clogged and create the environment for fires.** It will save on your electric or gas bill since clogged systems place an overload on the power supply!

Fireplaces

- ◆ Be safe when burning
- ◆ DO NOT burn cardboard, holiday wrapping, plastic or garbage, “Duralogs” or similar brands as they leave deposits in fireplace and flue/chimney that can cause fires..
- ◆ **DO** burn properly aged and dry firewood. Using wet or green firewood builds up creosote which will cause chimney fires.
- ◆ Most fireplaces have dampers. Ensure the damper is open before starting a fire and close only when the fire is completely out.
- ◆ When cleaning out ash, use only non-combustible containers and ensure that the ash is cold.

Landscaping & Irrigation

- ◆ Mid-spring is the time to buy pre-emergent and treat your yard. Follow the directions and water well at first. You'll thank us when you realize that you aren't getting HOA notices and having to pull weeds every weekend!
- ◆ Check your irrigation and insure there are no leaks in the tubing or pipes.
- ◆ If you have automatic irrigation, are your settings still good for the amount of heat and lack of rain? If you aren't sure about the irrigation settings and need another brief orientation, please call your Property Manager.

WATER LEAKS – HELP US PRESERVE THE DESERT WATER AND SAVE ON YOUR WATER BILL!

- ◆ Be aware of any water leaks from condensate line back-ups or other causes such as water intrusion at windows or attics or roofs. If you have cardboard boxes piled up somewhere, we recommend they be put on top of a plastic container to prevent mold from forming unbeknownst to you.

MAKING THE MOST OF YOUR SWIMMING POOL!

- ◆ Check the pool daily and skimmer basket every few days to catch things before they become big issues
- ◆ Skim the pool daily to remove leaves and other items, especially important after major winds and storms.
- ◆ If your skimmer is beginning to be frayed and not performing, contact your Property Manager and ask for a replacement.
- ◆ If water level goes below required level, add water.
- ◆ If pool has a leaf canister for the sweep, empty any build-up of material.
- ◆ If pool has a sweeper device, make sure it's moving. If not, see if sweep has something stuck in it. Leave note for Pool Tech advising sweep needs checking.
- ◆ Brush down sides so pool equipment can keep water and pool clean.
- ◆ If pool starts to look cloudy, call for service.
- ◆ These steps are especially important in Monsoon weather where the heavy, damp air turns a pool green very quickly!

REPORTING REPAIRS AND MAINTENANCE ISSUES

Foothills Properties is committed to the quality of your rental experience and we take every repair request seriously.

Emergency Maintenance and Repairs

An emergency is when personal danger is present or property damage has occurred or is about to occur. Please do not abuse the emergency system with other types of calls.

CALL FOR ALL EMERGENCY REPAIRS

Fire – Dial 911 – then call Foothills at 299-2100

Gas leaks – contact SW Gas or provider on your Utility Sheet, then call Foothills at 299-2100

Other emergencies – call our office at 299-2100 – this includes: water leaks or flooding, electrical problems created by lightning strikes, multiple plumbing backups, or fallen trees.

Take action quickly: If a serious leak, stop the water source; if electrical, turn off the breaker involved.

Routine maintenance and Repairs

Non-emergency repairs must be reported in writing on our website: www.tucsonfoothills.com.

Less critical or routine repair requests will be handled as quickly as possible. A Foothills-approved sub-contractor will contact you to schedule a service call. If you do not receive a call within 48 hours of your work request (week-ends and Holidays excluded), contact your Property Manager or our Maintenance Manager at MaintenanceMgr@tucsonfoothills.com.

Please note that a good faith effort by the Landlord to provide repairs which are delayed by technicians' seasonal back-ups, or lack of available parts does not breach the Landlord's Obligations. Every attempt will be made for reasonable accommodations in these cases.

**** Before You File a Repair, check the following:**

Electrical

- ◆ A circuit breaker may appear on even if it is off. If you have a partial power outage in the home, check the breakers. Flip completely off, then back on.
- ◆ Bathroom or garage and outdoor outlets are probably on a GFCI. If you lose power near a water source it is usually a GFCI. These are usually located at the bathroom outlet or at the breaker box and are usually a red or yellow reset button.
- ◆ Oven or broiler not working? Check the timer – it may need to be turned until it pops out. Make sure it is on Bake and not "Timed" Bake.

Garbage Disposals

- ◆ Not working? Check for re-set button on the unit. Check circuit breaker.
- ◆ May be un-jammed by turning blades backwards with wooden spoon or broom handle, only while turned off. (Never use your hands). If this does not work, call for service.

Heating or Cooling Failures

- ◆ Have you changed your filter? If not, your system may be struggling to get cool air to your home.

- ◆ Is fan on or off completely?
- ◆ If off, check breakers to see if they have tripped.
- ◆ Try turning AC off for a couple of hours and then turn back on – if unit has been turned way down to cool your home, it may have iced up and need to thaw out to return to service.

Locked Out?

- ◆ At your move-in, you are advised to provide an extra key to a friend or neighbor for just such emergencies.
- ◆ If you are locked out of your home Monday through Friday from 8:30 to 5:00, you may borrow a key from Foothills Properties office. There will be a charge of \$25.00 for any borrowed key not returned within 24 hours.
- ◆ If you are locked out at a time that is not during regular office hours, you will be charged the cost of a locksmith to open your home.
- ◆ Don't forget! No locks may be changed without providing Foothills with a copy of the key for security reasons.

Please note:

- ◆ A charge will be assessed to the tenant for service calls if you fail to keep an appointment, or the issue is that a circuit breaker has tripped or a power switch is turned off.
- ◆ **DO NOT HIRE REPAIR PEOPLE ON YOUR OWN. YOU MAY BE STUCK WITH THE BILL.**

Repairs For Which You Will Be Held Responsible

- 1) Clogged drains and toilets due to foreign objects. (Hair is a foreign object.)
- 2) Damaged or clogged disposals due to excessive or improper food stuffs being placed in them (banana skins, broccoli, celery, corn husks, potato peels, bones or eggshells)
- 3) Damage or extraordinary wear on floors, walls, ceilings due to smoking or any unusual or unreasonable use.
- 4) Pet-damaged irrigation systems
- 5) **Damage due to unreported water leaks.** Watch for any water on bath and kitchen floors and caulking that needs attention.

LEASE EXPIRATION PROCESS

As your lease term nears the expiration date, you will be notified by FHP whether or not your Landlord wishes to extend your lease or not. If the Landlord wishes to renew your lease, you will be offered the choice to do so, and advised whether there will be a rent increase or not. This usually transpires at least 60 days prior to the lease expiration date in order to give you ample time to make your plans.

You will be given the opportunity to renew or extend your lease or to notify FHP that you plan to move at the end of your lease term.

Notification that you plan to vacate must be received at least 30 days before the end of the last month of your lease term.

This means that you cannot plan to move out in the same month you give notice. For example, if your lease expires at the end of May, you must give the landlord your 30-day notice on or before May 1. If you don't give your notice until May 1 or after, your lease will not terminate until the end of June and you will be responsible for June's rent. 30 Days is 30 Days, not 29 Days.

THE LEASE RENEWAL PROCESS

If you wish to renew your lease term, you and your Property Manager will agree on any changed terms based on both your wishes and the Landlord's. Any rent increase will depend upon the length of your occupancy and market rates.

Your Property Manager will arrange to come to your home to do a quick property survey and get your signatures on the Lease addendum, before processing an executed Lease. You will receive a copy of the extension addendum for your records after it is signed in.

NOTICE TO VACATE

- ◆ In the notice of Lease Expiration, you will receive a form to use should you decide to vacate. This form will enable you to provide timely notice to FHP, with an exact date of move-out as part of the legally required "Demand" for your security deposit reconciliation.
- ◆ You will then receive a confirmation packet from FHP acknowledging your vacancy date and providing you with tips and a checklist to manage your move-out and to minimize the amount of money withheld from your security deposit, as follows:
- ◆ Approximately 1 week prior to your designated move-out date, your Property Manager will contact you to confirm your move-out and surrender date and to determine if you will be attending the move-out inspection. Remember that "surrender" occurs when you bring the keys and any remotes to the Foothills offices. ARS 33-1310
- ◆ The inspection will be scheduled based on the quantity of inspections in any given month, and although we do attempt to accommodate a tenant's schedule, we may not be able to be entirely flexible with the appointment. Please work with your Property Manager to find a mutually convenient time.

TIPS FOR MINIMIZING AMOUNT WITHHELD FROM YOUR SECURITY DEPOSIT.

Returning all keys and remotes is made easy with the enclosed Zip-Lock Baggy which can be dropped off after hours at our exterior drop box. Please complete & include the form enclosed, ESPECIALLY including your forwarding address to be used for your Security Deposit return.

Last Month's Rent is due and payable on time.

- ◆ Per the terms of your Lease and AZ Statutes, your Security Deposit proceeds are a "damage deposit" and may not be used for the last month's rent.
- ◆ Failure to pay your rent on time will result in normal late rent collection processes being initiated including a 20% late fee, and credit reporting.

Re-Renting the Property is important to your Landlord.

- ◆ The terms of your Lease and AZ Landlord Tenant Act specifically allow the Landlord/Agent to access to the property with reasonable notice to present it to subsequent tenants.
- ◆ Therefore, Foothills will be marketing and showing the property during your last 30 days of occupancy. Allowing us to show the property will assist in re-renting it quickly, saving you unnecessary intrusions.

If Your Plans Change - Please contact us immediately to discuss.

- ◆ If you require an extension of time after you have notified Foothills of your move-out date and once remarketing has begun, you may be charged \$75/month to cover the Owner's premature advertising costs.

Trash

- ◆ If you pay for trash service, don't forget to schedule your last pick-up and cancel service.
- ◆ Be sure you know what their policy is regarding picking up your trash container for credit to your account.
- ◆ If trash service is included in your rent, please coordinate with Property Manager when your container should be placed out for pick-up since your HOA will notice us if container is left out too long.

Housekeeping

- ◆ House should be cleaned according to the security deposit addendum in your move-in and move-out packets, but here are a few frequently missed items:
 - 1) Wipe out cabinets and drawers

- 2) Clean light bulbs (replace if burned out or if they do not match) and fixtures
- 3) Clean mirrors
- 4) Clean the stove and micro and, if you have a self-cleaning oven, please set it to clean the day prior to move-out and then clean out the residue before leaving the property

Carpet cleaning

- ◆ It is strongly suggested that you allow Foothills Properties to use a company on our preferred vendor list after all your furniture is removed and following painting and repairs since any “self-cleaning” or cleaning by a company that does not meet Foothills’ standard, could mean additional costs incurred.
- ◆ Also, the Landlord may plan to replace the carpet, making your expense unnecessary.
- ◆ Using Foothills’ vendor does not increase the cost to you of this service and the invoice is directly billed to your Security Deposit.

Windows

- ◆ Streaked windows don’t count as clean, so don’t waste your valuable time trying to save a few dollars UNLESS you’re really, really good at it!

Repairs & Painting – Don’t underestimate the importance of these particular tips!

- ◆ Remove all hooks, Christmas lights, etc installed by you during your occupancy
- ◆ Replace burned-out light bulbs (& bulbs replaced during your occupancy that don’t match)
- ◆ You have a landlord allowance towards paint touch-up based on square footage and length of occupancy, but do-it-yourself paint repairs could backfire
- ◆ If you improperly fill holes from picture, etc. you could increase paint costs. **DO NOT** fill holes with spackle or other compound when you vacate
- ◆ **DO NOT** paint spots where holes or pictures were hanging. This leaves “freckles” on the walls.
- ◆ If you use a different sheen or finish or shade of paint, it could increase paint costs
- ◆ Do not wash walls.
- ◆ Again, don’t waste your valuable time unless you’re really, really good at it!
- ◆ Clean grease from garage floor and/or driveway (old, irremovable stains will not be counted against you)

Landscaping

- ◆ Be sure yard is free of all weeds and debris, including pet feces
- ◆ All shrubs and plants, except trees with a height above 8 feet, must be trimmed
- ◆ All grass must be trimmed and edged

NOTIFYING UTILITY AND OTHER ENTITIES OF YOUR MOVE

- ◆ Be sure to contact all your utility companies and ask them to take a final reading of the utilities for your payment. **DO NOT ORDER UTILITIES TURNED OFF.** FHP has Landlord agreements in place and our Accounting Department will be making arrangements to take over payments on behalf of our Landlords at the end of your Lease obligation.
- ◆ Don’t forget to submit a request to your **POSTMASTER** to have your mail forwarded to your new address.

SURRENDER

Your security deposit reconciliation deadline begins upon your legal surrender, so you'll want to adhere to this policy:

- ◆ "Legal surrender" of your property takes place **ONLY AFTER YOU HAVE TURNED IN ALL KEYS AND GARAGE AND GATE REMOTES AS APPLICABLE** at the offices of Foothills Properties – **not at the property on the day of inspection**. Leaving them in the property is NOT legal surrender. Failure to submit the keys and remotes to the office will delay the move-out inspection and security deposit deadline. ARS 33-1310
- ◆ FHP has provided a convenient, secure drop box on the front of our building for after-hours surrender.
- ◆ If you decide to mail these items, please be sure they are in a box or padded envelope to protect them. Surrender date will then be the date received in our office by date stamp.

THE MOVE-OUT INSPECTION & SECURITY DEPOSIT RECONCILIATION

- ◆ The Move-Out Inspection, as noted, will only be conducted after the receipt of the keys and remotes at Foothills. The exact date and time is based on the number and locations of move-out inspections in any given month. You are not required to be present at this inspection, but you are certainly welcome. Though AZ Statutes don't require move-out inspections be scheduled at Tenant's requested time, if you notify Foothills early in the cycle, we will attempt to accommodate you. Please see Move-Out Tips for more information on the Inspection process.
- ◆ The move-out inspection includes not only identifying items that the Tenant is responsible for, but a general condition report of findings of items that need replacing or upgrading that are Owner responsibility.
- ◆ If you are present at the inspection, please be prepared to report any items that you feel are important for consideration, and then allow the Manager to conduct the inspection alone. This is for your protection as much as the Owner.
- ◆ After turnover tasks are completed, a Security Deposit Reconciliation with an itemization of costs will be compiled and sent to you along with invoices and a CD of move-out photos.
- ◆ This Reconciliation is required by Arizona State to be mailed (by both regular and certified mail) no later than 14 BUSINESS days following surrender of property (this does not include weekends or holidays).
- ◆ If you do not agree with the security deposit dispensation, you are given the ability to present your case which will be reviewed by an executive committee which meets monthly, and you will be given a report of findings.

RESOLVING PROBLEMS DURING THE LEASE

What If I Break My Lease?

By signing a lease you agreed to pay the rent and expenses of the home for the full term of the lease. If you move before the end of the lease you must pay rent, utilities and yard care for the balance of the term of the lease. In addition:

- 1) Your obligation stops when a new tenant takes possession of the home or the lease term ends, whichever comes first.
- 2) You will be required to leave the home clean and undamaged.
- 3) You will be required to pay all advertising costs involved in securing a new tenant.
- 4) Failure to pay all costs associated with breaking your lease will result in collections.
- 5) A check-out inspection will be conducted when you vacate and turn in your keys.
- 6) The move-out process and Security Deposit Reconciliation will be handled as a normal move-out with all financial obligations itemized on the Security Deposit Reconciliation
- 7) There are charges payable to Foothills for processing an early breach of your lease contract.

◆ Early Termination Due to Domestic Violence

- 1) The only exception to the above is that the Law allows for you to terminate a lease agreement early if you are a victim of domestic violence and you are trying to move due to avoid further violence. This is a delicate situation and certain guidelines must be met. If you find yourself in this situation, contact your Property Manager immediately to discuss privately

TIPS TO FOLLOW WHEN BREACHING AN UNFURNISHED LEASE

- ◆ High season for unfurnished rental activity is April 1 thru Aug 15 - between school terms
- ◆ If you have any control of your timing - for instance deciding when to purchase a house - you should plan to close on the new house and vacate your rental between April 30 and July 31
- ◆ If you have no control of your move-out, we DO write leases all year round and additionally there are periods here and there throughout the year where leasing spikes
- ◆ Give as much advance notice as possible and make your property openly available to remarket and show to prospective Tenants. It can be inconvenient, but the quicker we can re-rent the property, the quicker you can forget that inconvenience AND be free of future rent payments.
- ◆ Your Property Manager can give you additional advice regarding whether or not offering to give an amount towards the rent would motivate prospective tenants – depending upon the time of year and other factors.
- ◆ Please refer to your Lease for all associated costs potentially incurred when breaching your Lease. At move-out, your original Security Deposit Reconciliation will reflect costs – including rent – through the term of the Lease and there will be no monies released at this time. As the property is re-rented, a revised Security Deposit Reconciliation will be sent to you with an exact accounting of remaining monies owed or due, depending upon your individual situation.

Military Clause

- ◆ If you are in the military, have a military clause and provide military orders showing transfer outside of the Tucson area, you will be released from your lease.
- ◆ You must still give the proper 30 days' notice in writing prior to the next rent due date along with a copy of your orders.

Evictions - Violations of the Lease Agreement Which May End in Eviction Include:

◆ **Not paying rent**

- 1) Your rent is due on or before the first (1st) of every month and is late after 5pm on the third (3rd). If you do not pay your rent when it is due, you will receive written notice detailing the amount of rent and late fees you owe, and demanding payment within five (5) days.
- 2) To avoid the Landlord filing eviction proceedings, you must pay the unpaid rent and any late fees within the five (5) days. If you do not settle or pay the full amount owed within five days, Foothills will move to file an eviction proceeding in court. At this point, you can still reinstate your Lease, but you must pay rent, late fees, and court and attorney's fees.
- 3) If you lose, the court will issue an eviction judgment against you. Once that judgment has been issued, your landlord has no obligation to reinstate your lease, even if you pay the full amount of the judgment.

◆ **Repeated Non-Compliance with Community's Rules**

- 1) In these situations, you will be served with a ten (10) day notice requiring you to follow the rules and correct your behavior.
- 2) If you do not correct the problem within ten days or if you later break the same rule again, your landlord can file in court to have you evicted.

◆ **Threatening Health or Safety, or Criminal Activity.**

- 1) If you, a household member, or a guest of yours commits a crime on or near the rental property, or does anything that could be considered a threat to the health or safety of others, you may be served with a 5-day notice of an Immediate and Irreparable Breach.
- 2) This notice may state that you cannot correct the rule violation and that you must move out within 24 hours. After you are given this notice, your landlord can file in court to have you evicted, at which point you will also owe court fees and possibly attorney's fees.
- 3) If your landlord files in court, the court will set a date for a hearing within the next three days. Even if you move out before that date, you should still go to court to avoid additional fees or judgments.

◆ **Material falsification.**

- 1) If you lie on your rental application the Landlord may have reason to file in court to evict you.

◆ **Abandonment**

- 1) If you abandon your home (which means that you move out and stop paying rent without notice to the Landlord), your Landlord will mail a notice of abandonment to the last known address and post a notice of abandonment on the door of the home.
- 2) Five days after mailing and posting abandonment notices, your Landlord will change the locks and retake possession of the home.
- 3) After your Landlord has retaken possession of the home, any abandoned personal possessions will be held for ten (10) days before selling or discarding them.
- 4) You will be held responsible for storage and moving costs to get them back.