



APRIL 2026

RESIDENT HANDBOOK

505 Housing Property Management

This Resident Handbook is provided as a general guide to policies, procedures, and expectations for occupancy and use of the property. It is intended to support and clarify the terms of the lease agreement.

This handbook does not replace, modify, or override the lease agreement. In the event of any conflict, the written lease agreement and applicable law shall govern.

By occupying the property, residents are expected to comply with the policies and expectations outlined in this handbook and the lease agreement. All legal obligations remain with the Tenant under the lease.

Equal Housing Opportunity Provider

www.505hpm.com



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WELCOME TO YOUR NEW HOME

We're glad to have you here, and we want your experience to be smooth, predictable, and free of unnecessary problems. This handbook is here to help you understand how things work, what's expected during your tenancy under the lease agreement, and how to avoid the most common issues that lead to charges, violations, or frustration.

Your lease agreement is the official legal contract and controls the terms of your tenancy. This handbook does not replace the lease. Instead, it explains how things work in day-to-day living so expectations are clear and easy to follow.

WHAT YOU CAN EXPECT FROM US

We are responsible for operating the property in a professional, consistent, and lawful manner in accordance with the lease and applicable law. That includes:

- Maintaining the property in a safe and livable condition
- Responding to maintenance issues within a reasonable timeframe
- Applying policies consistently across all residents
- Respecting your rights under the lease and applicable law

Our goal is not to create friction—it's to provide structure so things run smoothly.

WHAT WE EXPECT FROM YOU

As a resident, you are expected to follow the day-to-day standards outlined in this handbook. Tenants are responsible for ensuring that all lease obligations are met, including compliance by all residents, occupants, and guests.

- Pay rent on time
- Maintain the unit in a clean and safe condition
- Report maintenance issues promptly
- Use all systems and fixtures properly
- Ensure guests and occupants follow the same standards
- Communicate early when something changes or needs attention

Most issues we see are not intentional—they come from delays, assumptions, or lack of communication.

HOW TO AVOID PROBLEMS

The simplest way to avoid issues is to stay proactive:

- Report maintenance concerns early
- Use the proper system for requests and communication
- Ask questions before making assumptions
- Address concerns as soon as they come up

Small issues handled early are easy to fix. Ignored issues tend to become more expensive, more complicated, and harder to resolve.

HOW THIS HANDBOOK WORKS

This handbook is a practical guide. It explains:

- How rent and payments are handled
- How to submit maintenance requests
- What your responsibilities are
- How policies are applied

Not every situation can be covered here. When something falls outside this guide, the lease agreement and applicable law will control.

This handbook outlines expectations for residents; however, all legal obligations remain with the Tenant under the lease agreement.

THE BOTTOM LINE

This works best when everyone does their part. When expectations are followed and communication is handled early, things stay simple:

- fewer issues
- faster resolutions
- a better overall living experience

Failure to follow these expectations may result in lease violations or enforcement actions against the Tenant, as permitted by the lease and applicable law.

LEASE & LEGAL BASICS

YOUR LEASE AGREEMENT

Your lease agreement is the official legal contract that defines your rights and responsibilities as a Tenant. It outlines key terms including rent, deposits, utilities, occupancy, maintenance responsibilities, and lease duration. Any changes to the lease must be made in writing and agreed to by all parties.

This handbook provides guidance for day-to-day living, but in the event of any conflict, the lease agreement controls.

All Tenants are legally responsible for compliance with the lease, including the actions of all residents, occupants, and guests.

FAIR HOUSING & EQUAL TREATMENT

We operate in full compliance with all applicable federal, state, and local fair housing laws. Housing decisions, services, and enforcement are based on lease terms and documented behavior—not personal characteristics.

We do not discriminate based on any legally protected class, including but not limited to:

- race
- color
- religion
- Sex
- national origin
- familial status
- disability
- lawful source of income

All policies and procedures are applied consistently and uniformly across all Tenants and residents.

GOOD FAITH & COOPERATION

Tenants and management are expected to act in good faith throughout the tenancy. Tenants are responsible for ensuring that all residents, occupants, and guests act in accordance with these expectations.

- communicating honestly
- following agreed terms
- addressing issues in a timely and reasonable manner

This standard is consistent with New Mexico law (UORRA §47-8-11) and applies to all parties during the lease term.

Most issues are resolved more effectively when addressed early rather than allowed to build over time.

RENTAL CRITERIA & ONGOING STANDARDS

All applicants are evaluated using written rental criteria applied consistently and in accordance with applicable laws. These criteria are provided separately and are not part of this handbook. Approval is not a one-time event.

Tenants are expected to continue meeting the terms of the lease and maintaining compliance throughout the entire tenancy.

INCOME & HOUSING ASSISTANCE

We accept lawful sources of income, including housing assistance programs, in accordance with applicable laws. Where applicable, income is evaluated based on the Tenant's portion of rent responsibility

BACKGROUND SCREENING

Background screening may include review of credit, rental history, and criminal history as permitted by law. When criminal history is considered, it is evaluated using an individualized approach that may include:

- the nature and severity of the conduct

- how much time has passed
- relevance to the safety of residents and protection of the property

PETS & ASSISTANCE ANIMALS

Pet policies vary by property and are outlined in your lease agreement.

Assistance animals are not considered pets and are accommodated in accordance with applicable fair housing laws. Approved assistance animals are not subject to pet fees or restrictions that apply to pets.

Tenants remain responsible for ensuring that all animals:

- do not create safety concerns
- do not cause damage to the property
- are kept on a leash at all times while outside
- do not disturb other residents in any way

Tenants are responsible for cleaning up animal fecal matter. Non-compliance may result in fines.

HOW THIS APPLIES DURING TENANCY

The same standards used during the application process continue throughout your tenancy. This means:

- lease terms remain in effect
- policies are applied consistently
- compliance and behavior matter

Tenants are required to remain in compliance with all lease terms, and are responsible for the conduct of all residents, occupants, and guests.

THE BOTTOM LINE

Your lease sets the rules. This handbook helps clarify how those rules apply in day-to-day living. Clear expectations and consistent application help ensure fairness, accountability, and a stable living environment.

Failure to comply with lease terms or applicable policies may constitute a default by the Tenant under the lease agreement and may result in enforcement actions as permitted by the lease and applicable law.

RENT & FEES

HOW RENT WORKS

Tenants are responsible for paying rent in full and on time as outlined in the lease agreement. Paying rent on time and in full is one of the most important parts of your tenancy. It keeps your account in good standing and helps avoid additional fees, notices, or enforcement actions.

HOW TO PAY

Tenants must make all payments using the approved methods listed in the lease or resident portal. Using the correct payment method ensures your payment is properly received, tracked, and applied to your account. Payments made outside of approved methods may not be accepted or may delay processing.

HOW PAYMENTS ARE APPLIED

Payments are applied in a specific order. Payments made outside of approved methods may not be accepted or may delay processing.

- All payments will first be applied to other outstanding charges due
- Current rent
- Utilities (if billed through your account or defined as rent in the lease)

Because of this, partial payments may not prevent late fees or formal notices if the full balance is not satisfied.

LATE PAYMENTS

If the Tenant fails to pay rent by the due date, late fees may be charged as outlined in your lease and permitted by law. Late fees are assessed in accordance with New Mexico law (UORRA §47-8-15) and must be clearly defined in the lease agreement.

Failure to resolve late payments may result in formal notices or further enforcement action.

RETURNED OR FAILED PAYMENTS

If a payment is returned or fails for any reason, additional fees may apply. Tenants are responsible for ensuring that:

- payment information is accurate
- sufficient funds are available

Repeated failed payments may result in restrictions on accepted payment methods.

UTILITIES & ADDITIONAL CHARGES

Tenants are responsible for all charges due under the lease, including but not limited to:

- utilities

- service fees
- repair or damage charges

Some of these charges may be defined as “rent” or “additional rent” under the lease. Only charges defined in this way may be included in formal enforcement actions if unpaid.

REPAIR & DAMAGE CHARGES

Tenants are responsible for damage beyond normal wear and tear caused by:

- negligence
- misuse
- failure to report known issues
- actions of occupants or guests

Charges may be assessed when:

- the condition exceeds normal wear and tear
- responsibility can be reasonably determined
- documentation supports the charge

Normal wear and tear, as defined by law (UORRA §47-8-18), is not charged to the tenant.

CHECKING YOUR ACCOUNT

Tenants are responsible for monitoring their account. Residents are encouraged to stay informed of account activity and report any concerns promptly.

IF THERE'S A QUESTION OR ISSUE

Tenants are responsible for reviewing and addressing account concerns. If something does not look correct:

- review your lease and account details first
- contact management promptly for clarification

Delays in addressing concerns may limit resolution options.

CONSISTENCY & FAIR APPLICATION

All rent policies, fees, and charges are applied consistently and in accordance with applicable fair housing laws. No policies or charges are applied differently based on personal characteristics or protected classes.

WHAT THIS MEANS DAY-TO-DAY

All rent policies, fees, and charges are applied consistently and in accordance with applicable fair housing laws. No policies or charges are applied differently based on personal characteristics or protected classes. Tenants are expected to ensure the following:

- Pay rent in full and on time
- Use approved payment methods
- Do not rely on partial payments to delay fees or notices
- Monitor your account regularly
- Address questions early

THE BOTTOM LINE

Consistent, on-time payments keep your tenancy simple and predictable. Most payment issues start small and become more complicated when they are not addressed early. Staying on top of your account helps avoid unnecessary stress, fees, and enforcement actions.

Failure to comply with rent payment obligations may constitute a default by the Tenant under the lease agreement and may result in enforcement actions as permitted by the lease and applicable law.

MAINTENANCE & REPAIRS

HOW MAINTENANCE WORKS

Maintenance is a shared responsibility between residents and ownership. Tenants are responsible for ensuring that all residents, occupants, and guests comply with maintenance-related obligations under the lease.

Ownership is responsible for maintaining the property in a safe and habitable condition in accordance with New Mexico law (UORRA §47-8-20). This includes essential systems such as structural components, plumbing, heating, and electrical systems.

Residents are responsible for maintaining the unit in a clean and safe condition, using all systems properly, and reporting issues promptly (UORRA §47-8-22). Clear communication and timely reporting are critical to preventing damage and keeping the property in good condition.

HOW TO SUBMIT A MAINTENANCE REQUEST

Residents must submit all non-emergency maintenance requests through the resident portal: www.505hpm.com

This ensures:

- proper documentation
- accurate tracking
- faster response times

Requests submitted outside of the approved system may not be processed.

WHAT TO INCLUDE IN YOUR REQUEST

Residents are responsible for providing complete and accurate information when submitting maintenance requests. To help us respond efficiently, include:

- a clear description of the issue
- when the issue started
- location of the issue within the unit
- photos or videos, if available

Incomplete requests may delay service.

EMERGENCY MAINTENANCE

An emergency is a condition that poses an immediate risk to:

- health or safety
- property integrity
- essential services

and requires prompt action to prevent injury or significant damage. Examples of emergencies may include:

- active water leaks or flooding
- no heat in extreme or freezing conditions
- electrical hazards or exposed wiring
- fire, smoke, or gas leaks
- sewage backups
- structural failure or unsafe conditions

If there is immediate danger, residents must call 911 first.

Property management does not provide emergency response services. After contacting emergency services, notify management as soon as reasonably possible.

NON-EMERGENCY MAINTENANCE

The following are generally not considered emergencies:

- minor leaks or dripping faucets
- appliance issues
- clogged drains or toilets (unless causing active damage)
- routine repairs or cosmetic concerns

Residents must submit these through the resident portal.

RESPONSE TIME EXPECTATIONS

Maintenance requests are handled based on priority:

- Emergency issues → addressed as quickly as possible
- Urgent issues → addressed within a reasonable timeframe
- Routine requests → scheduled based on availability

Response times may vary depending on vendor availability, access, and the nature of the issue.

ACCESS TO THE UNIT

Tenants must ensure that access is provided for maintenance and repairs as required by the lease and applicable law. Management will provide proper notice when required.

In the event of an emergency, entry may occur without prior notice as permitted by law (UORRA §47-8-24). Failure to provide access may:

- delay repairs
- increase damage
- result in additional charges or lease enforcement

RESIDENT RESPONSIBILITIES

Residents are responsible for day-to-day care and reporting of maintenance issues. Tenants are responsible for ensuring compliance with these requirements and may be held accountable for any resulting damage or violations.

- reporting maintenance issues promptly
- maintaining clean and sanitary conditions
- using appliances, plumbing, and systems properly
- performing basic upkeep (such as lightbulbs and air filters, where applicable)

Failure to comply with maintenance responsibilities may result in damage, charges, or lease violations, and may be subject to enforcement actions as permitted by the lease and applicable law.

DAMAGE VS NORMAL WEAR AND TEAR

Ownership is responsible for normal maintenance and repairs not caused by resident actions. Tenants are responsible for all damage beyond normal wear and tear, including damage caused by residents, occupants, or guests by:

- negligence
- misuse
- failure to report known issues
- actions of residents, occupants, or guests

Normal wear and tear, as defined by law (UORRA §47-8-18), is not charged to the Tenant.

FAILURE TO REPORT & PREVENTABLE DAMAGE

Failure to report maintenance issues in a timely manner may result in increased damage. Tenants are responsible for damage that could have been prevented through prompt reporting or reasonable care.

VENDOR & REPAIR PROCESS

Management may use approved vendors or in-house maintenance personnel to complete repairs. Scheduling depends on:

- urgency of the issue
- vendor availability
- access to the unit

Residents may not hire or authorize outside vendors without prior written approval. Tenants remain responsible for any unauthorized repairs, costs, or resulting damage.

COMMUNICATION & COOPERATION

Residents are expected to cooperate with all communication related to:

- scheduling access
- preparation instructions
- repair updates

Timely communication and cooperation help ensure repairs are completed efficiently. Tenants are responsible for ensuring cooperation with all scheduled repairs and communication.

THE BOTTOM LINE

Most major property issues start as small, manageable problems. Prompt reporting, proper use of systems, and cooperation with repairs help protect:

- your living environment
- the condition of the property
- your responsibilities under the lease agreement

Failure to comply with these requirements may result in charges, lease violations, or enforcement actions against the Tenant as permitted by the lease and applicable law.

HEALTH, SAFETY & INSPECTIONS

HEALTH & SAFETY RESPONSIBILITIES

Maintaining safe living conditions is a shared responsibility between residents and ownership. Ownership is responsible for maintaining the property in a habitable condition, including systems that affect health and safety, in accordance with applicable law (UORRA §47-8-20).

Residents are responsible for day-to-day safety practices within the unit and common areas. Tenants are responsible for ensuring that all residents, occupants, and their guests comply with health and safety obligations under the lease.

- **PERSONAL SAFETY** is the Tenants' responsibility
- Call 911 for emergency situations
- Avoid illegal activity
- Control all guests and occupants
- maintaining the unit in a clean and safe condition
- using all systems and fixtures properly
- promptly reporting conditions that may affect health or safety

Failure to report or address unsafe conditions may result in increased damage, charges, or liability to the Tenant under the lease.

Tenants may not:

- Hold the Landlord for criminal acts of others
- Expect management to intervene in active dangerous situations

Criminal activity is grounds for a substantial violation of the lease and is grounds for immediate eviction within the law.

SCOPE OF PROPERTY MANAGEMENT

Property management is responsible for maintaining the physical condition of the property. Property management **DOES NOT** provide:

- security services
- law enforcement services
- monitoring or surveillance of criminal activity

The property is not a secured or monitored environment. Management responds to reported property-related conditions but is not responsible for criminal acts, violence, or other actions of third parties, including residents, occupants, guests, or unknown individuals.

Management is responsible for maintaining habitability and safety systems including:

- Plumbing, electrical, HVAC systems
- Structural integrity
- Common areas
- Hot / cold water, heat, sanitation

Management **DOES NOT**:

- Investigate
- Mediate danger
- Assign blame

EMERGENCY & SAFETY RESPONSE

In any situation involving:

- immediate danger
- criminal activity
- threats to personal safety

Residents must contact 911 or appropriate emergency services immediately. Tenants are responsible for ensuring that emergency situations are handled through proper authorities.

Property management cannot intervene in, investigate, or resolve criminal activity. After contacting emergency services, residents should notify management of any property-related concerns as soon as reasonably possible.

Management does not handle criminal matters, but will cooperate with authorities as needed.

FIREARM SAFETY & COMPLIANCE

Residents must comply with all applicable federal, state, and local laws regarding the possession, storage, and use of firearms. Nothing in this policy is intended to restrict or interfere with the lawful possession of firearms.

Residents are responsible for handling, storing, and securing firearms appropriately. Tenants are responsible for ensuring that all residents, occupants, and guests comply with these requirements:

- prevents unauthorized access
- does not create a risk to persons or property
- does not interfere with the safety or peaceful enjoyment of the community

Tenants are responsible for the conduct of all occupants and guests related to firearm possession and use.

Prohibited Conduct

The following conduct is not permitted on the property:

- Threatening, intimidating, or endangering others
- Brandishing or displaying firearms in a manner that causes fear, disruption, or alarm
- Negligent or unsafe handling of firearms
- Discharging firearms on the premises, except where expressly permitted by law
- Use or display of firearms in common areas in a manner that creates a safety concern

Lease Enforcement

Any use, handling, or storage of firearms that interferes with:

- health
- safety
- or peaceful enjoyment of others

may be considered a lease violation.

Conduct involving firearms that presents an immediate risk to persons or property may result in immediate lease enforcement action, as permitted by the lease and applicable law.

Resident Responsibility

Tenants are solely responsible for ensuring compliance with applicable laws, safe storage and handling, and any consequences resulting from unsafe, negligent, or unlawful firearm use by residents, occupants, or guests.

- complying with all applicable laws
- ensuring safe storage and handling
- any consequences resulting from unsafe, negligent, or unlawful firearm use

Tenants may not:

- Hold the Landlord for criminal acts of others
- Expect management to intervene in active dangerous situations

Criminal activity is grounds for a substantial violation of the lease and is grounds for immediate eviction within the law.

INSPECTIONS & PROPERTY CONDITION

Periodic inspections may be conducted to ensure the property is being maintained in accordance with the lease and applicable laws. Notice will be provided in accordance with applicable law and the lease agreement.

Inspections may include review of:

- general cleanliness and sanitation
- maintenance conditions
- lease compliance

ENTRY & EMERGENCY ACCESS

Management may enter the unit as permitted by the lease and applicable law.

- Advance notice will be provided when required
- Entry will occur at reasonable times

In the event of an emergency that threatens health, safety, or property, management may enter without prior notice (UORRA §47-8-24).

PEST CONTROL

Ownership is responsible for addressing pest conditions that affect habitability, unless the condition is caused or contributed to by resident actions or conditions. Management does not provide routine pest control service; however as a convenience management may offer access to third party pest control services.

Residents may elect to pre-pay or pay per service for these treatments. All cost are the responsibility of the resident.

Residents are responsible for ensuring compliance with these requirements and may be held accountable for resulting conditions or charges:

- maintaining a clean and sanitary condition to prevent pest activity
- properly storing food and trash disposal
- promptly reporting pest activity
- cooperating with treatment requirements

Failure to comply with treatment instructions or maintain sanitary conditions may result in additional charges, and maybe considered a lease violation.

SMOKE DETECTORS & LIFE SAFETY DEVICES

Smoke detectors are installed and maintained in accordance with applicable safety requirements. Tenants are responsible for ensuring compliance with these requirements and may be held responsible for any resulting damage, loss, or violations:

- not disable, tamper with, or remove detectors
- replace batteries as required
- report any malfunction immediately

Failure to maintain or report issues with safety devices may result in lease violations and may impact resident responsibility in the event of damage or loss.

CONSISTENCY & FAIR APPLICATION

All inspections, maintenance actions, and safety-related procedures are conducted consistently and in accordance with applicable fair housing laws. Decisions are based on documented conditions and lease compliance—not personal characteristics.

THE BOTTOM LINE

Management is responsible for maintaining the property. Residents are responsible for day-to-day safety practices. Tenants are responsible for ensuring compliance and may be held accountable for any violations or resulting conditions:

- their personal safety
- proper use of the property
- reporting concerns promptly

Clear communication and timely action are essential to maintaining safe and functional living conditions.

RESIDENT RESPONSIBILITIES

Residents are expected to maintain the unit and conduct themselves in a manner that supports a safe, functional, and respectful living environment. Tenants are responsible for ensuring compliance with these requirements.

CLEANLINESS & SANITATION

Residents must maintain the unit in a clean, safe, and sanitary condition in accordance with applicable law (UORRA §47-8-22). This includes:

- proper disposal of trash in designated areas
- maintaining conditions that do not attract pests
- avoiding excessive clutter or unsanitary conditions

Trash may not be stored outside the unit or in common areas unless designated for that purpose.

Failure to maintain cleanliness may result in charges, lease violations, or enforcement actions against the Tenant if it leads to damage, pest activity, or health concerns.

RESPECT FOR OTHERS (QUIET ENJOYMENT)

Residents must conduct themselves—and ensure their occupants and guests conduct themselves—in a manner that does not unreasonably disturb others. Examples of behavior

that may result in enforcement actions against the Tenant as permitted by the lease and applicable law:

- repeated or excessive noise disturbances
- harassment, threats, or disruptive behavior
- conduct that interferes with another resident's use of the property

All enforcement actions are based on documented behavior and applied consistently.

USE OF THE PROPERTY

Residents must use all systems, appliances, and fixtures properly and only for their intended purpose. Improper use may result in damage, safety concerns, additional repair costs, and may result in charges or enforcement actions against the Tenant.

- damage to the property
- safety concerns
- additional repair costs

Residents are responsible for preventing avoidable damage through proper use and care.

MAINTENANCE AWARENESS & REPORTING

Residents are responsible for:

- promptly reporting maintenance issues
- taking reasonable steps to prevent further damage
- cooperating with maintenance and repair processes

Failure to report issues in a timely manner may result in increased damage, additional charges, and enforcement actions against the Tenant.

UTILITIES RESPONSIBILITY

Tenants are responsible for establishing, maintaining, and paying for utility services as outlined in the lease agreement. This may include:

- direct billing through utility providers
- submetered or allocated billing systems

Failure to maintain required utilities may impact property systems and may result in lease enforcement or liability for resulting damage.

DAMAGE RESPONSIBILITY

Tenants are responsible for all damage to the unit beyond normal wear and tear, including damage caused by residents, occupants, or guests.

- negligence
- misuse
- failure to report known issues
- actions of occupants or guests

Normal wear and tear, as defined by law (UORRA §47-8-18), is not charged to the resident. All damage assessments are based on reasonable standards and supporting documentation.

GUESTS & OCCUPANTS

Tenants are responsible for the conduct of all occupants and guests. Any violations caused by guests or occupants are considered the responsibility of the resident and may result in lease enforcement.

CONSISTENCY & FAIR APPLICATION

All responsibilities, policies, and enforcement actions are applied consistently and in accordance with applicable fair housing laws. Decisions are based on documented behavior and lease compliance—not personal characteristics.

THE BOTTOM LINE

A successful tenancy depends on consistent, responsible use of the property. Tenants are responsible for ensuring that these standards are met and may be subject to enforcement actions for any violations:

- maintain the unit properly
- communicate early
- follow lease terms

typically avoid most issues, charges, and enforcement actions.

COMMUNITY LIVING

Living in a shared community requires cooperation, awareness, and respect for others. Residents are expected to conduct themselves in a manner that supports a safe and respectful living environment. Tenants are responsible for ensuring compliance with these expectations.

GUESTS & OCCUPANCY

Guests are permitted; however, Tenants are responsible for the conduct of all guests at all times. Guest stays are limited to:

- no more than fourteen (14) consecutive days
- no more than thirty (30) cumulative days within a twelve (12) month period

Unless otherwise approved in writing. Guests staying beyond these limits may be considered unauthorized occupants and must submit an application for approval.

Failure to disclose extended stays or allowing unauthorized occupants may result in lease violations or enforcement actions against the Tenant.

RESPECT FOR THE COMMUNITY

Residents must avoid behavior that interferes with the comfort, safety, or peaceful enjoyment of others. Tenants are responsible for the conduct of all residents, occupants, and guests and may be held accountable for violations. This includes:

- excessive or repeated noise
- disruptive gatherings or activity
- harassment or threatening behavior

Community living requires reasonable consideration for neighbors at all times.

SHARED & VISIBLE AREAS

Residents are responsible for maintaining areas that are visible from common spaces or shared with others in a clean and orderly condition. This includes:

- patios, balconies, and entry areas
- shared walkways or access points

Items may not be stored in a way that:

- creates safety hazards
- blocks access or egress
- negatively impacts the appearance of the property

Management may require removal or correction of non-compliant conditions, and any associated costs may be charged to the Tenant.

PARKING

Parking is permitted only in designated areas and must comply with all posted signage and lease requirements. Vehicles must be:

- operable
- properly registered
- parked in authorized locations

Unauthorized, inoperable, or improperly parked vehicles may be subject to towing or removal in accordance with applicable laws and posted policies. Tenants are responsible for all vehicles associated with their household or guests.

PETS & ANIMALS

Pet policies vary by property and are defined in the lease agreement, including any applicable fees, deposits, or restrictions.

Assistance animals are not considered pets and are accommodated in accordance with applicable law.

Residents are responsible for the day-to-day care and control of animals. Tenants are responsible for ensuring compliance with these requirements and may be held accountable for any damage, disturbances, or violations.

- do not create disturbances
- do not pose safety risks
- do not cause damage to the property

COMMUNITY EXPECTATIONS

Residents are expected to:

- follow all posted property rules
- maintain cleanliness in shared or visible areas
- respect neighbors and common spaces
- communicate concerns through proper channels

Tenants are responsible for ensuring compliance with these expectations and may be subject to enforcement actions for violations.

Management may not be on-site at all times; however, all policies remain in effect and are enforced consistently.

CONSISTENCY & FAIR APPLICATION

All community rules and enforcement actions are based on behavior and lease compliance. Policies are applied consistently and without discrimination in accordance with applicable fair housing laws.

THE BOTTOM LINE

A well-functioning community depends on consistent behavior and mutual respect.

Residents who:

- respect shared spaces
- manage guests responsibly
- follow community standards

help create a more stable, comfortable, and predictable living environment for everyone.

ENTRY, ACCESS & PRIVACY

RIGHT OF ENTRY

Management may enter the unit as permitted by the lease and applicable law. This may include entry for:

- maintenance and repairs
- inspections
- necessary services
- showing the unit (if applicable under the lease)

Notice will be provided in accordance with the lease agreement and applicable law, including New Mexico law (UORRA §47-8-24). Entry will occur at reasonable times and in a manner that respects the resident's right to privacy and quiet enjoyment.

EMERGENCY ENTRY

Management may enter the unit without prior notice in the event of an emergency that poses an immediate risk to:

- health or safety
- property condition
- other residents or units

Examples may include:

- fire or active smoke
- gas leaks or suspected gas leaks
- flooding or burst pipes
- major electrical hazards
- other conditions requiring immediate action

Emergency entry is permitted under New Mexico law (UORRA §47-8-24) to prevent injury or significant damage.

RESIDENT PRIVACY

Residents have the right to reasonable privacy and quiet enjoyment of the premises. Management will not abuse the right of entry or use it in a manner that unreasonably interferes with these rights. All entries are conducted for legitimate property-related purposes only.

EXTENDED ABSENCE

Tenants are encouraged to notify management in writing if the unit will be vacant for an extended period. Providing notice allows management to:

- respond appropriately in case of emergencies
- address maintenance issues if they arise
- help prevent avoidable property damage

Failure to notify management of extended absences may increase the risk of undetected maintenance issues and may result in damage for which the Tenant may be held responsible.

ABANDONMENT

Abandonment is determined in accordance with New Mexico law (UORRA §47-8-25) and is not based solely on the length of absence. Factors that may be considered include:

- nonpayment of rent
- removal of personal property
- lack of communication
- condition of the unit

Any determination of abandonment will be made in accordance with applicable law and lease provisions.

ACCESS & COOPERATION

Residents must provide access to the unit as required. Tenants are responsible for ensuring that access is provided for maintenance, repairs, inspections, and other lawful purposes.

Failure to provide access may:

- delay necessary work
- increase damage
- result in additional charges or lease enforcement against the Tenant

CONSISTENCY & FAIR APPLICATION

All entry, access, and privacy practices are applied consistently and in accordance with applicable fair housing laws. Entry decisions are based on legitimate property needs—not personal characteristics.

THE BOTTOM LINE

Management has the right to access the property when necessary and as allowed by law. Residents have the right to privacy and reasonable notice. When both are respected, maintenance, safety, and property operations function smoothly and without conflict. Tenants are responsible for ensuring compliance with access requirements and may be held accountable for any resulting delays, damage, or violations.

MOVING OUT & SECURITY DEPOSITS

NOTICE TO VACATE (UORRA §47-8-37)

A written 30-day notice is required to terminate a month-to-month tenancy. The notice period must cover a full rental period, beginning on the first day of the month and ending on the last day of the month. No proration of rent accepted.

Example: A notice given on May 15 will be effective through June 30.

Notices that do not align with a full rental period may extend into the following month.

PREPARING FOR MOVE-OUT

Residents are expected to return the unit in substantially the same condition as received, excluding normal wear and tear. Tenants are responsible for ensuring these requirements are met. This generally includes:

- removing all personal belongings
- disposing of all trash properly
- cleaning the unit to a reasonable standard
- returning all keys, remotes, and access devices

Failure to complete these items may result in charges to the Tenant.

MOVE-OUT INSPECTION

A move-out inspection may be scheduled. Residents are encouraged, but not required, to attend. The unit condition will be evaluated based on:

- the original move-in inspection report

- documented condition during tenancy
- condition at the time possession is returned

Failure to attend the inspection does not limit management's ability to assess the unit or apply charges to the Tenant as permitted by the lease.

RETURN OF POSSESSION

Possession is considered returned when:

- all personal property has been removed
- the unit is vacated
- all keys and access devices are returned

Delays in returning possession may result in additional charges to the Tenant.

FORWARDING ADDRESS

The Tenant must provide a valid forwarding address. Security deposit statements and any refundable funds will be sent to the last known address provided. Failure to provide a forwarding address:

- may delay delivery
- does not extend the legal deadline for deposit accounting

SECURITY DEPOSIT ACCOUNTING (UORRA §47-8-18)

A full accounting of the security deposit will be completed within 30 days after:

- termination of tenancy
- and return of possession

Any refundable portion of the security deposit will be returned to the Tenant within this timeframe. An itemized statement will be provided for any deductions.

LAWFUL DEDUCTIONS

Deductions may include:

- unpaid rent or lease charges
- utilities or additional rent (if defined in the lease)
- damage beyond normal wear and tear
- cleaning required to restore the unit
- costs related to lease violations

All deductions will be supported by reasonable documentation and applied to the Tenant in accordance with the lease and applicable law.

NORMAL WEAR AND TEAR

Normal wear and tear will not be charged. Charges apply only to damage caused by:

- negligence
- misuse
- failure to report issues
- actions of residents, occupants, or guests, for which the Tenant is responsible

CLEANING & CONDITION STANDARDS

The unit should be returned in a condition that is:

- reasonably clean
- free of debris and personal property
- ready for the next occupant

If additional cleaning or removal is required, charges may be applied to the Tenant.

CONSISTENCY & FAIR APPLICATION

All inspections, deposit handling, and deductions are applied:

- consistently
- in accordance with the lease
- and in compliance with fair housing laws

Decisions are based on documented conditions—not personal judgment.

THE BOTTOM LINE

Security deposit outcomes are determined by:

- the condition of the unit
- compliance with the lease
- and proper documentation

Clear expectations at move-out help avoid disputes, delays, and unnecessary charges.

ADDITIONAL POLICIES

ABANDONMENT (UORRA §47-8-25)

Abandonment is determined in accordance with New Mexico law and is not based solely on the length of absence. Factors that may be considered include:

- nonpayment of rent
- removal of personal belongings
- lack of communication
- condition of the unit

Management will follow all required legal procedures before taking possession of a unit believed to be abandoned.

UNLAWFUL REMOVAL OR LOCKOUT (UORRA §47-8-36)

Management will not:

- deny access to the unit
- remove doors, locks, or windows
- shut off utilities
- remove resident belongings

except through a lawful court process.

RETALIATION PROTECTION (UORRA §47-8-39)

Tenants will not be evicted, penalized, or otherwise retaliated against for:

- filing a good faith complaint
- requesting repairs
- exercising legal rights

All actions are based on lease compliance and documented behavior.

PERSONAL SAFETY & CRIME DISCLAIMER

Management does not provide security services and does not guarantee the personal safety of residents, occupants, guests, or visitors. Residents are responsible for day-to-day safety practices. Tenants are responsible for ensuring reasonable precautions are taken and may be held accountable for resulting conditions or violations.

- taking reasonable precautions for personal safety
- securing their unit and personal belongings
- contacting appropriate authorities (911) in emergency situations

Criminal activity is outside the scope of management and must be handled by law enforcement.

THIRD-PARTY ACTIONS

Management is not responsible for the actions, behavior, or conduct of:

- other residents
- guests or visitors
- third parties

Tenants are responsible for the conduct of all residents, occupants, guests, and invitees and for compliance with the lease.

EMERGENCY RESPONSE LIMITATION

Property management does not provide emergency response services. In situations involving:

- immediate danger
- criminal activity
- fire, gas leaks, or medical emergencies

Residents must contact 911 or appropriate emergency services first. Tenants are responsible for ensuring that emergency situations are handled through proper authorities.

USE OF PROPERTY & COMMON AREAS

Residents and their guests use the property and any common areas at their own risk.

Residents are responsible for day-to-day use of the property and common areas. Tenants are responsible for ensuring safe and proper use and may be held accountable for any resulting damage, injury, or violations.

- supervising guests and occupants
- using all areas in a safe and reasonable manner

INSURANCE RECOMMENDATION

Residents are strongly encouraged to obtain renter's insurance. Tenants are responsible for maintaining coverage if required by the lease. Management is not responsible for loss or damage to personal property, vehicles, or belongings under any circumstances, including but not limited to theft, fire, water damage, accidents, or other unforeseen events.

- personal property
- vehicles
- personal belongings

due to:

- theft
- fire
- water damage
- accidents
- other unforeseen events

Management does not provide insurance; however as a convenience management may offer access to third party insurance services.

Residents may elect to include insurance payments with their monthly rent as allowable. All costs are the responsibility of the resident.

SYSTEMS & EQUIPMENT LIMITATION

Any property systems or features (including locks, gates, lighting, or security-related devices) are provided for general use and convenience only. These systems:

- may not prevent all incidents
- are not guarantees of safety
- should not be solely relied upon for personal protection

NON-WAIVER OF RIGHTS

Failure by management to enforce any lease provision or policy at any time does not waive the right to enforce it in the future. All lease terms remain in effect regardless of prior actions or inaction.

LEGAL COMPLIANCE

All policies and actions are carried out in accordance with:

- federal law
- state law
- local regulations
- fair housing requirements

All policies are applied consistently and without discrimination.

GOVERNING LAW & SEVERABILITY

This Resident Handbook is intended to support and clarify the terms of the lease agreement and does not replace or modify the lease. The lease agreement shall be governed by and interpreted in accordance with the laws of the State of New Mexico.

Any legal matters arising from the tenancy are subject to the jurisdiction of the courts of New Mexico. These provisions are outlined in the lease agreement and are incorporated here for reference only. In the event of any conflict, the lease agreement shall control.

If any provision of the lease agreement or this handbook is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

CONTACT INFORMATION & EMERGENCIES

CONTACT INFORMATION

505 Housing Property Management

- office@505housing.com | (505) 531-6336
- Office Hours: Monday through Friday | 9:00 AM – 5:00 PM (Albuquerque, New Mexico Time)

All non-emergency communication should be submitted during business hours or through the resident portal. Messages received outside of business hours will be addressed on the next business day or as operationally available.

HOW TO COMMUNICATE (IMPORTANT)

To ensure proper handling and documentation:

- Maintenance requests → Submit through the portal
- General questions → Email, Portal, or Website
- Urgent property issues → Call the office number

Requests submitted through unapproved methods (including text messages, incomplete voicemails, or informal communication) may not be received, documented, or processed and may result in delayed response or no action.

NON-EMERGENCY MAINTENANCE

All non-emergency maintenance requests must be submitted through: www.505hpm.com

Requests are:

- documented
- tracked
- prioritized appropriately

Response times vary based on urgency, vendor availability, access, and operational conditions.

EMERGENCY MAINTENANCE

For property-related emergencies that require immediate action to prevent:

- significant property damage
- unsafe living conditions

Call: (505) 531-6336

Residents are responsible for reporting emergencies promptly using the appropriate contact method. Examples include:

- active water leaks or flooding
- no heat during freezing conditions
- major electrical hazards
- fire-related damage

EMERGENCY SERVICES (LIFE SAFETY FIRST)

For any situation involving:

- immediate danger
- medical emergency
- fire
- criminal activity

Call 911 immediately

Management is not an emergency response provider and cannot respond to life-threatening situations.

Residents are responsible for ensuring that emergency services are contacted when required.

Contact management after emergency services have been notified and the situation is safe.

RESPONSE EXPECTATIONS

- Emergency issues → prioritized as quickly as possible
- Urgent issues → handled within a reasonable timeframe
- Routine issues → scheduled based on availability

Response time may vary based on:

- severity of the issue
- vendor scheduling
- access to the unit

Failure to follow proper communication procedures may result in delays for which management is not responsible.

LIMITATIONS OF SERVICE

Property management services are limited to:

- property-related issues
- maintenance coordination

- lease enforcement

Management DOES NOT provide:

- security services
- law enforcement
- medical assistance
- emergency response

Tenants are responsible for handling matters outside the scope of property management services.

FAIR HOUSING RESOURCES

Residents have the right to fair housing and equal treatment under federal law.

For questions or to file a complaint:

U.S. Department of Housing and Urban Development (HUD)
(800) 225-5342 / TTY (800) 877-8339

EQUAL HOUSING COMMITMENT

505 Housing Property Management operates in full compliance with:

- federal
- state
- and local fair housing laws

All services, policies, and communications are applied:

- consistently
- fairly
- without discrimination

THE BOTTOM LINE

Use the correct communication channel for each type of request. Tenants are responsible for ensuring that all communication is submitted properly. Failure to follow required communication procedures may result in delays, lack of response, or unresolved issues.

DEFINITION OF TERMS

TENANT VS. RESIDENT

For purposes of this handbook and the lease agreement, the terms “Tenant” and “Resident” are used to describe individuals occupying the property, and carry distinct meanings for purposes of responsibility, liability, and enforcement.

Tenant

A 'Tenant' is any individual who has signed the lease agreement and is legally responsible and liable for complying with all terms of the lease, including:

- payment of rent and other charges
- care and condition of the property
- actions of occupants and guests
- compliance with all lease terms and applicable laws

All Tenants are jointly and severally liable under the lease agreement.

Resident

A "Resident" refers to any individual who occupies or resides in the property, whether or not they are a signatory to the lease agreement. This may include:

- Tenants
- approved occupants
- authorized household members

Residents must comply with all community rules, policies, and standards outlined in this handbook.

Responsibility & Enforcement

All Tenants are responsible for the conduct of all Residents, occupants, and guests within the unit or on the property.

Any violations of this handbook or the lease agreement by a Resident, occupant, or guest shall be considered a violation by the Tenant and may result in enforcement actions as permitted by the lease and applicable law.

Consistency of Terms

The term 'Resident' is used throughout this handbook for general communication. However, all legal obligations, liability, and enforcement actions apply to the Tenant as defined in the lease agreement and applicable law.

OCCUPANT

An "Occupant" is any individual residing in the unit who is not a Tenant but has been approved to live in the property in accordance with the lease.

Occupants are expected to comply with all policies and standards outlined in the lease and this handbook.

Tenants are responsible for the conduct of all occupants.

Occupants have no independent rights under the lease unless otherwise stated.

GUEST

A “Guest” is any person temporarily visiting the property who is not a Tenant or approved Occupant.

Guests must comply with all property rules and may not remain beyond the time limits outlined in the lease without approval.

Tenants are responsible for the conduct of all guests.

Guests have no rights of tenancy or occupancy.

EMERGENCY

An “Emergency” is a condition that poses an immediate risk to health, safety, property, or essential services and requires prompt action to prevent injury or significant damage.

Emergencies must be reported immediately in accordance with the procedures outlined in this handbook. Tenants are responsible for ensuring timely reporting.

NON-EMERGENCY MAINTENANCE

A “Non-Emergency Maintenance” issue is any condition that does not pose an immediate risk to health, safety, or property and can be addressed through normal maintenance scheduling.

All non-emergency requests must be submitted through the approved maintenance system.

NORMAL WEAR AND TEAR

“Normal wear and tear” refers to the natural deterioration of the property that occurs through ordinary, careful use over time and without negligence, misuse, or abuse.

Normal wear and tear is not charged to the Tenant.

DAMAGE

“Damage” refers to any condition that results from negligence, misuse, abuse, or failure to report a known issue, and is not considered normal wear and tear.

Tenants are responsible for all damage, including damage caused by residents, occupants, or guests.

ADDITIONAL RENT

“Additional Rent” refers to any charges defined in the lease as rent, including but not limited to fees, utilities, or repair costs.

Failure to pay additional rent shall be subject to the same enforcement actions as unpaid rent.

LEASE VIOLATION (DEFAULT)

A “Lease Violation” or “Default” is any failure to comply with the terms of the lease agreement or applicable policies.

Lease violations may result in notices, charges, or enforcement actions, including termination of tenancy, as permitted by the lease and applicable law.

MANAGEMENT

“Management” refers to 505 Housing Property Management, acting on behalf of the property owner solely for the purposes of administration, operation, and maintenance of the property.

SAFE / SAFETY

For purposes of this handbook and the lease agreement, “Safe” or “Safety” refers exclusively to the **physical condition of the property and its systems**, as maintained by Owner/Management in compliance with applicable laws, codes, and the New Mexico Uniform Owner-Resident Relations Act.

Safety **does not include protection from criminal activity, personal harm, or the actions of other individuals.**

Resident Handbook Acknowledgment

By signing below, I acknowledge that I have received, reviewed, and understand the 505 Housing Property Management Resident Handbook.

I understand that this handbook is intended to provide general guidance on policies, procedures, and expectations during my tenancy. I agree to follow the standards and practices outlined in this handbook.

I understand that the lease agreement is the controlling legal document, and in the event of any conflict, the terms of the lease and applicable law will govern.

I acknowledge that failure to follow the policies and expectations outlined in the handbook may result in charges, notices, or enforcement actions as permitted under the lease and applicable law.

Tenant Name: _____

Tenant Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____