. . .information about renting in the civilian community for military members with and without dependents

Renting In The Civilian Community

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Renting In The Civilian Community

The Military Tenant

This fact sheet is designed for Service personnel (with, or without, dependents) who are thinking of renting an apartment or house in a civilian community. It examines the privileges and pitfalls and provides guidelines about legal and financial obligations which usually must be undertaken when renting.

Consequently, DoD policy is to rely on the local community near military installations as the primary source of housing for military families. When the community is unable to provide sufficient adequate and affordable housing, DoD will build new on-base housing.

With Dependents

Many years ago when the Armed Forces were much smaller, most Service families lived on base in government housing.

The responsibilities of the Service tenant to the government landlord were clearly spelled out in Service regulations. Obligations of both parties were clear and well understood.

But the situation is different now. It would be impractical to house all Service families on military installations. As a result, most Service families live off base.

Unfortunately, the nature of military life may create difficulties for both the military tenant and civilian landlord. For example, frequent and sometimes unexpected changes of station pose problems. Often the military family moves to or from a distant community or a foreign country.

For the servicemember, rent represents a sizeable portion of income. The suitability and location of living quarters have a great deal to do with the comfort, well-being, and morale of the family. They also affect the servicemember's job efficiency. For the landlord, the relationship provides a profit; also, the tenant is expected to take care of rented property.

Without Dependents

As the result of a federal law effective on January 1, 1981, many servicemembers without dependents may exercise a new authorization to reside off military installations regardless of the adequacy of available assigned housing.

The law—called the Fair Benefits Act—allows all officers and enlisted persons in grade E-7 and above who have no dependents to refuse assigned housing and live in the civilian community and draw basic allowances for quarters (BAQ).

The only exception is if the job the servicemember occupies is specifically designated as "key and essential." Commanders can require persons of any grade in these jobs to reside in assigned housing. In addition, persons assigned to sea or field duty may be subject to some restrictions.

If you are a servicemember without dependents who is in grade E-6 or below, you can be required to occupy assigned quarters deemed adequate. However, if you request a certificate of non-availability and obtain it, you are free to live off the installation and draw BAQ.

In addition to BAQ, rent plus and station housing allowances are authorized in some overseas areas and variable housing allowances are authorized in some US cities. Payment of a basic allowance for subsistence (BAS) is also authorized in some situations.

The relationship between the military tenant and the landlord is an important one. Each has special responsibilities toward the other.

Laws and customs regarding these relationships vary among states, communities and types of housing complexes.

No matter where stationed, a servicemember should consult a Housing Referral Service Officer or, in some cases, a Legal Assistance Office, before signing a lease or rental agreement.

Housing Referral Services

All new arrivals and those who are changing their residence within the local area must report to the Housing Referral Service (HRS)

Office before entering into any rental or lease agreement for off-base housing. This is necessary to assure that you do not inadvertently choose housing which would put you in conflict with DoD policy regarding fair housing. HRS personnel will explain the Department of Defense policies and procedures on the fair housing program.

Title VIII of the Civil Rights Act of 1968 contains fair housing provisions and requires all executive departments and agencies to administer housing programs and activities under their jurisdiction in an "affirmative" manner. The Department of Defense intends that Federal fair housing legislation be supported and that DoD personnel have equal opportunity for available housing regardless of race, color, religion, sex, or national origin.

In addition to supporting the provisions of the Civil Rights Act, DoD has authorized the imposition of restrictive sanctions against landlords and realty agents who discriminate against military personnel on the basis of race, color, religion, sex, or national origin. Military personnel are prohibited from buying, renting, or leasing property from an owner or agent under restrictive sanction.

An important responsibility of military personnel is that of reporting to the HRS any indications of discrimination you observe in renting practices in the local community. The HRS and the commander are charged with the responsibility to investigate any situation whenever discrimination is suspected, regardless of the form of complaint.

The Housing Referral Service Office is staffed with knowledgeable and capable people. Although they perform a variety of duties, their one collective effort is to provide the best possible housing service to you—the servicemember.

This service takes the form of counseling, timely and accurate information on local housing, maintaining a housing referral listing, arbitrating tenant/landlord complaints, etc. Their professional knowledge can save you valuable time and money and minimize some of the inconviences of relocation.

This Is The One

Suppose, after a thorough search, you finally find the house or apartment you want to rent.

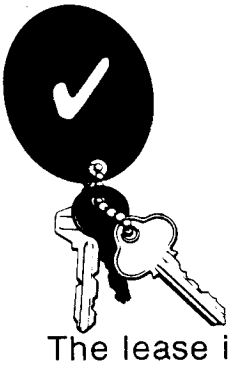
The first thing you may be asked to do is to sign not a lease, but an application for a lease. If you don't understand it, see your Legal Assistance or Housing Referral Service Officer.

If you do sign such an application, make sure it includes this point: The money you have deposited to hold the unit will be refunded if the property does not become available within a stated time limit.

If you decide not to lease the dwelling, even after your application has been approved, it would be normal procedure for the landlord or the agent to retain the deposit.

You may be asked to post a security deposit, normally payable before you move into rented quarters.

This usually is the equivalent of a month's rent and is intended to pay the cost of any repairs for which the tenant may be responsible after moving out. If you keep your apartment or house in good shape so that no such repairs are necessary, your deposit will be returned when you leave.



The Lease

The lease itself is a contract, and the rights and obligations of the landlord and tenant come into being with the signing of the lease. Don't sign just because the rental agent says it is a "standard form" or that "everybody signs it." Read it over, make sure you understand it and consult your Legal Assistance or Housing Referral Service Officer before signing. Military tenants have special problems, and leases should be drawn to protect their interests as well as those of landlords.

As a general rule, a lease must accurately describe the premises to be leased. It must

state precisely what the rental cost is, when the lease term begins and ends, and what utilities and services will be furnished by the landlord. The tenant should also understand that the written lease contains the whole agreement. Verbal or other agreements to alter the terms of the lease have no legal standing. Therefore, it is essential to include all the terms desired in the written lease so that no misunderstanding will arise later.

Nevertheless, tenants should be aware that they have legal support for some things not covered by the lease. Certain types of fraud, mistake or duress in the execution of a lease will make a lease voidable by the injured party, usually the tenant. For example, the concealment of material defects in the leased premises may amount to fraud which would enable the tenant to void the lease.

As a general rule, the landlord draws up the lease and if it contains fuzzy clauses, any ambiguities must be resolved in favor of the tenant, and against the landlord.

Unless it is expressly forbidden in the lease, a tenant may sublet the premises or arrange to have another tenant to take over the lease, without the landlord's consent. In the event that several singles share an apartment or house, it is usual for one person to sign the lease and be responsible for its terms. When that person moves out, be sure that he or she sublets the premises to one of the remaining, or arranges for one of them to take responsibility for the lease.

Military Clause

Every military tenant should insist that a "military clause" be included in the lease. The clause generally states that, subject to the payment of a specified amount, the tenant can terminate the lease. It provides the military tenant a way to end a lease prematurely for reasons connected with military service.

There is no standard military clause. The wording is a matter for negotiation between you and your prospective landlord. Your Legal Assistance Officer can help you if you see him before you sign. The following is a sample of one military clause recommended for use.

Lease Addendum

a. If the tenant is a member of the Armed Forces of the U.S.A. and:
  1. has received permanent change of station orders to depart 20 miles or more radius from the premises, or
  2. is discharged or relieved from active duty with the Armed Forces, or
  3. has been ordered to occupy on-base housing, the tenant may terminate this lease by providing the landlord with a written notice of termination to be effective on the date specified therein, but not less than 30 days later. The notice must be accompanied by a copy of the official orders and by any liquidated damages due.

b. In consideration of the early termination of the lease the landlord may require the tenant to pay liquidated damages of:
  1. one month's rent if the tenant has completed less than six months of tenancy as of the termination date or
  2. one-half of the month's rent if the tenant has completed at least six but less than twelve months of tenancy as of the termination date.

c. The final rent shall be prorated to the date of termination and shall be payable at such time as would have otherwise been required by the terms of the lease.

Other contingencies arising from military duty may be included. The military tenant may, for example, want survivors or the executor of the estate to be able to terminate the lease in the event of death. Unless proper provision is made in the lease, the tenancy is not terminated by the death of the tenant. A survivor could not move without continuing to pay rent on the leased quarters.

Most leases are for twelve months. If you are unable to stay for the entire term and wish to exercise the military clause, you will usually be required to forfeit a certain amount of money called liquidated damages. This compensates the landlord to some extent for the sudden break in tenancy.

If you stay in a dwelling for less than 6 months of a 12-month term, it is not out of line for you to pay an extra month's rent. If

you terminate the lease any time after 6 months, it is not unreasonable for the landlord to demand half a month's rent. In any case, whatever payments you would owe for early termination should be spelled out in the lease.

The Landlord's Responsibilities

The landlord is obligated to provide the tenant with certain things that make for comfortable and secure living.

- Prompt repair of any plumbing, lighting, heating or mechanical equipment, or damage to the interior or exterior of the building.
- Utilities (gas, water, electricity) as specified in the lease.
- Heat (and air conditioning) on dates covered by local ordinance.
- Notice of at least 30 days if he does not intend to renew the lease, or if he will change any of its terms upon its expiration.
- A complete inventory of items in a furnished house or apartment.
- Remedy for any situation that affects the health, safety and comfort of his tenants, (exterminating services, for insects or rodents, for example).
- Arrangements for disposal of trash and garbage.
- Cleanliness and upkeep of the exterior and hallways in an apartment building.
- Refund of that portion of the deposit not required to repair damage caused by the tenant.

The landlord has no right to enter the premises without your permission unless this right has been reserved in the lease or unless repairs to prevent damage to the premises must be made. The landlord also cannot require tenants to do business with particular persons, such as heating fuel suppliers, dry cleaners, or other home services.

The Tenant's Responsibilities

As a tenant you have certain responsibilities to yourself, to the landlord, to the rented property, and to your neighbors.

- Pay all rents and fees on or before dates due.
- Pay for or file appropriate insurance claims on damages you cause (see special note on insurance).
- Keep up the yard and exterior, as specified in the lease.
- Keep up the halls and common areas, such as laundry rooms, clean and free of personal gear.
- Use all utilities with care and economy, even though the landlord may be paying for them.
- Keep your quarters clean, particularly the kitchen, because of insects that can be brought in or that will travel from adjacent areas, but more importantly because of fire hazards caused by grease buildup on stoves and in exhaust fans.
- Keep pets only if permitted by the landlord. Train and control your pets so that they do not damage the property or annoy neighbors.
- Observe house rules regarding appropriate dress.
- Report major damage before it becomes even more serious. Repair minor damage promptly yourself.
- Give notice (at least 30 days) of your intention to move out.

Insurance

In many states the landlord is under no obligation to tenants to purchase any insurance coverage for the premises to be leased. Therefore, the prospective tenant should always ask about the insurance coverage. If the landlord is to purchase the insurance, the tenant should inquire into the nature of the policy to be purchased.

Remember, if the premises are damaged or destroyed by fire due to the fault of the tenant and the landlord has insurance, the landlord will collect from that insurance company.

Thereafter, in many instances, the landlord's insurance company will sue the tenant to recover the amount it paid the landlord. If the landlord has no insurance, the tenant may be sued directly.

Thus the tenant should consider obtaining fire insurance coverage. This can be a home owner's policy designed for tenants. Such policies are offered by many firms. They not only give protection for the damage the tenant causes to the landlord's property, but also cover the tenant's furniture and other belongings.

WHAT YOUR LANDLORD EXPECTS FROM YOU

At the tenant-landlord level, cooperation is not merely desirable, it is an absolute necessity. When military tenants do not cooperate, they hurt only themselves. Furthermore, every military tenant who follows also suffers from this lack of cooperation.

If you're not living off-post in your present assignment, chances are great that you may have to do so at your next duty station. Here are a few helpful suggestions which will make your off-post tenacy more rewarding in terms of understanding friendship and comfort.

• ***BE THRIFTY WITH UTILITIES***—including water. A low water supply endangers everybody, so let's turn those faucets off. Water supplies can fail. What's more, most communities have only the gas and electric facilities needed to meet requirements. Therefore, use but don't abuse.

• ***LIGHTS OUT***—why waste electricity for light you're not using? Those glowing lamps in empty rooms waste power needed in many communities.

• ***SHUT WINDOWS***—whenever you go out. This is your safequard against a "sudden shower" flood.

• ***BE CAREFUL WITH FIXTURES***—operate electric fixtures and faucets with reasonable

care. This is the easy way to avoid electrical failure and dripping taps. One pinhole-sized faucet leak (that a 5¢ washer corrects) wastes approximately 95,000 gallons of water yearly. Don't run water like Niagara Falls. The splashing can cause expensive damage as well as an embarrassing deluge.

• ***BE REASONABLE ABOUT HEAT***—turn it down a bit rather than throw open windows for a quick airing out. Overheating is debilitating to you. It "cooks" the life out of the air your breathe. It wastes fuel. Turn the heat down whenever the whole family goes out for a major part of the day.

• ***DISPOSAL OF GREASE***—if a garbage disposal unit is provided, follow directions explicitly. And with or without such a unit, don't dump grease down drains! Nothing clogs them faster. Grease sticks to the side of pipes and eventually dams the whole plumbing system.

In the final analysis cooperation between landlord and tenant is nothing more than plain, old-fashioned American "good neighborliness." Being a good neighbor wins you friends and makes life a littler richer.

Soldiers' and Sailors' Civil Relief Act

There is a common misconception that the Act authorizes servicemembers to terminate leases signed after they enter Service. This is not true.

A person who signed a lease before joining the Armed Forces may, under certain circumstances, terminate it by giving 30 days notice before the next rental due date.

For a person who signs a lease after entering Service, the military clause described in earlier sections is appropriate.

There is one section of the Act which does afford you some protection in relation to tenant-landlord relationships contracted after you enter Service.

Under the act some military dependents paying lower than average rents can be evicted for nonpayment of rent only if the permission of a court is secured. Property owners evicting tenants without securing court orders may be subject to fines or jail.

LIVING OFF BASE: SOME GENERAL POINTS

Meeting Your Military Responsibilities

Most commanders require personnel of the command to be "on call" for emergency situations. The servicemember will need a telephone to be able to respond to the post or station recall plan.

Reliable transportation, public or private, is a must. This factor should be considered in your choice of offbase housing.

Commuting from a distance of 15 to 20 miles, while it may enable you to find a place with lower rent, will add to the expense of living off-base. Distance may also make it inconvenient for you to use the recreation facilities—movies, swimming pools, clubs and so on—the base provides.

Although your job may not be designated "key and essential" and require that you reside on the installation, you may want to give serious thought to how residing in a more distant location could reflect on your job effectiveness. Your ability to meet duty requirements of military life should be a major factor in any decision to live in or off the installation.

Expense

When you choose to live off base, personal advantages must be weighed against the possibilities of added expense of rent, deposits, utilities, transportation, and the like. This is particularly the case if you are single and are not entitled to BAQ and BAS. You should make a careful assessment of your personal finances before deciding to move into civilian housing.

Furnishings

Enlisted members with less than 2 years' service are not authorized to move

dependents and household goods at the expense of the government within CONUS. For these persons, furniture bought at one place may have to be sold at a loss when it is time to move on to one's next assignment.

It may be sensible, then, to rent a furnished place, even though it would cost more than an unfurnished one. It is normal practice in most areas of the country for the landlord to provide a stove and refrigerator, even for an unfurnished house or apartment.

If you opt for a furnished place, try to find one where the landlord will provide all the utensils and appliances you will need. When you are setting up housekeeping for the first time, you will be amazed at how many items you have to buy—things you've always taken for granted at home, such as pots and pans, towels, brooms, can and bottle openers—the list seems endless.

Renting a house can add another dimension to your need for tools and equipment (and money). Depending upon your responsibilities for exterior upkeep, you could find yourself buying trash cans and bags, a lawnmower, sprinklers, hose, garden tools, snow shovels and the like.

If You're Single. . .

One way for single servicemembers to cut down on expenses is by sharing a house or apartment with others. But shared living calls for congeniality and tolerance, and a certain amount of trust that others will meet their responsibilities. Remember, you'll be sharing more than the monthly rent. You'll be sharing the living space, the bathroom, the housekeeping chores, the telephone, the hifi and the television. Your roommates may want to have a party just at the time you need to sleep.

You should decide whether you want to do your own cooking, and how much cooking you are willing to do. For busy adults, computing the pro rata costs of food and sharing the work of preparation and clean-up can be difficult. Food preferences and cooking styles may differ widely. A meat-potato-and-gravy eater will have a hard time adjusting to a salad-cottage cheese menu.

Generally speaking, places with larger and better equipped kitchens are also more expensive. If your off-base design for living includes cooking for yourself, bear in mind that, once bought, food costs you money whether you eat it or not. So you lose some flexibility in your eating decisions.

Military dining facilities serve well-balanced, plentiful meals. But if you are drawing BAS, you must pay the standard meal price. In making your decision about living off base, consider whether you can still conveniently eat in the military dining facilities and, if not, how much this may increase your food costs.

A Final Word

As time goes on, more and more developers and builders are providing off-base housing support for the U.S. Armed Forces.

These buildings represent substantial investment by the owners as well as valuable assets to the military communities which they serve.

The military-civilian community relationship is an important part of the nation's defense posture. It is enhanced by cooperation at every level.

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AN OFF-BASE HOUSING CHECK-OFF LIST

- ☐ Policy of command toward living off-base
- ☐ Entitlement to BAQ
- ☐ Certificate of non-availability of military housing
- ☐ Housing Referral Service for listings of non-discriminatory housing
- ☐ Find suitable quarters, taking into consideration:
  - Expense (including utilities)
  - Transportation
  - Living space and comfort
  - Food arrangements
- ☐ Make application for lease. Pay first month's rent and security deposit as required.
- ☐ Have Housing Referral Service check lease or, if problem seems major, see Legal Assistance Officer.
- ☐ Check the property for damage before moving in. Report damage in writing to landlord.
- ☐ For a furnished place, check quantity and condition of every item on landlord's list of furnishings. Report any discrepancies in writing.
- ☐ Pay all required deposits for utilities
- ☐ Have telephone installed and notify your commander of the number
- ☐ Collect unused portion of your security deposit when you move out
- ☐ Collect utility deposits as appropriate; some may carry over to your next residence if you continue in civilian housing in the same area.
- ☐ See a local insurance agent to initiate personal property insurance and possibly liability insurance. If such insurance is already in effect advise insurance company of your change of residence.

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