



U.S. ARMY



Installation Housing Office Plain Language Briefing

USAG Fort Story



Welcome to the Army Housing Office (AHO)

- The Army Support Activities Army Housing Office (AHO) staff are employed by the Army to assist Service Members and their Families with housing matters and advocate on their behalf with community partners on the installation
- The AHO provides oversight of the privatized company managing on post housing and provides tenant/landlord dispute services
- The Army Housing Officer manages the AHO and reports directly to the garrison leadership

Garrison Leadership

Garrison Commander: LTC Noa Walker

Garrison Deputy Commander: Deserie Garrett-Lehman

Army Housing Officer (AHO): Ms. Brenna Poffenbarger

Army Housing Office: 705 Washington Avenue, Suite 240, Fort Eustis, VA 23604





Privatized Housing Contacts

- Balfour Beatty Communities, sometimes referred to as the Residential Communities Initiative (RCI) Company, is the privatized company that owns and manages the Family housing on this installation
- Balfour Beatty Communities is the private partner and managing member of Fort Story Family Homes
- Balfour Beatty Communities is the property management company that manages the day to day operations of the privatized housing to include ensuring prompt and professional maintenance and repair, property concerns, and rent/billing issues. This is your landlord for privatized housing

Fort Story Family Homes Contacts:

Operations Director: Denise Pons

Regional Operations Manager: Ashley Wallace

Project Director: Kent Farley

Facility Manager: Tyrone Hood





Privatized Housing - Tenant Bill of Rights



Military Housing Privatization Initiative Tenant Bill of Rights

The Department of Defense is fully committed to ensuring our Nation's most valued resource—its military service members and their families—have access to safe, quality, and well-maintained homes and communities on DoD installations.

The National Defense Authorization Act for Fiscal Year 2020 set out eighteen rights of military service members and their families (Tenants) residing in privatized housing. The Department of Defense commits to ensuring that privatized housing Tenants receive quality housing and fair treatment from the Military Housing Privatization Initiative project owners (MHPI companies) that operate and maintain privatized housing.

It is paramount that residents receive the full benefit of each right. The Department of Defense, through each of its Military Departments, will work diligently and expeditiously to develop the processes and procedures needed to implement these rights and make Tenants aware of them. However, many of the rights set forth by Congress pertain to legal matters that do not lend themselves to unilateral action by the Department. To the extent it is not already the case, the Military Departments commit to working with the MHPI companies to incorporate these rights and procedures into appropriate project legal documents. In some cases, more work is required before the benefits of these rights are fully available to tenants.

The Department commits to providing the full benefit of the following 15 rights by May 1, 2020.

1. The right to reside in a housing unit and a community that meets applicable health and environmental standards.
2. The right to reside in a housing unit that has working fixtures, appliances, and utilities and to reside in a community with well-maintained common areas and amenity spaces.
3. The right to a written lease with clearly defined rental terms to establish tenancy in a housing unit, including any addendums and other regulations imposed by the Landlord regarding occupancy of the housing unit and use of common areas.
4. The right to a plain-language briefing, before signing a lease and 30 days after move-in, by the installation housing office on all rights and responsibilities associated with tenancy of the housing unit, including information regarding the existence of any additional fees authorized by the lease, any utilities payments, the procedures for submitting and tracking work orders, the identity of the military tenant advocate, and the dispute resolution process.
5. The right to have sufficient time and opportunity to prepare and be present for move-in and move-out inspections, including an opportunity to obtain and complete necessary paperwork.
6. The right to report inadequate housing standards or deficits in habitability of the housing unit to the Landlord, the chain of command, and housing management office without fear of reprisal or retaliation, including reprisal or retaliation in the following forms: (A) unlawful recovery of, or attempt to recover, possession of the housing unit; (B) unlawfully increasing

the rent, decreasing services, or increasing the obligations of a Tenant; (C) interference with a Tenant's right to privacy; (D) harassment of a Tenant; (E) refusal to honor the terms of the lease; or (F) interference with the career of a Tenant.

7. The right of access to a Military Tenant Advocate or a military legal assistance attorney, through the housing management office of the installation of the Department at which the housing unit is located to assist in the preparation of requests to initiate dispute resolution.
8. The right to receive property management services provided by a Landlord that meet or exceed industry standards and that are performed by professionally and appropriately trained, responsive and courteous customer service and maintenance staff.
9. The right to have multiple, convenient methods to communicate directly with the Landlord maintenance staff, and to receive consistently honest, accurate, straightforward, and responsive communications.
10. The right to have access to an electronic work order system through which a Tenant may request maintenance or repairs of a housing unit and track the progress of the work.
11. With respect to maintenance and repairs to a housing unit, the right to the following: (A) prompt and professional maintenance and repair; (B) to be informed of the required time frame for maintenance or repairs when a maintenance request is submitted; and (C) in the case of maintenance or repairs necessary to ensure habitability of a housing unit, to prompt relocation into suitable lodging or other housing at no cost to the Tenant until the maintenance or repairs are completed.
12. The right to receive advice from military legal assistance on procedures involving mechanisms for resolving disputes with the property management company or property manager to include mediation, arbitration, and filing claims against a Landlord.
13. The right to have reasonable, advance notice of any entrance by a Landlord, installation housing staff, or chain of command into the housing unit, except in the case of an emergency or abandonment of the housing unit.
14. The right to not pay non-refundable fees or have application of rent credits arbitrarily held.
15. The right to expect common documents, forms, and processes for housing units will be the same for all installations of the Department, to the maximum extent applicable without violating local, State, and Federal regulations.

With respect to the remaining three rights—access to maintenance history, process for dispute resolution, and withholding of rent until disputes are resolved—the Department will continue to work with the MHPI companies and, as necessary, Congress to ensure the benefits of these rights are fully available. While the Department develops standardized, formal processes for these rights, service members and their families will be able to leverage the support available from their respective Military Departments to address and resolve relevant housing issues. Tenants seeking assistance should continue to engage their housing office, installation leadership, or chain of command.

Mark T. Esper
Secretary of Defense

Ryan D. McCarthy
Secretary of the Army

Thomas B. Modly
Acting Secretary of the Navy

Barbara M. Barrett
Secretary of the Air Force

* Copy is available upon request





Privatized Housing - Tenant Bill of Rights

The Military Housing Privatization Initiative **Tenant Bill of Rights** requires the AHO to provide a plain language brief to all residents of privatized housing prior to lease signing and again 30 days after move-in on all rights and responsibilities associated with tenancy of the housing unit

- You have the right to reside in a housing unit and a community that meets applicable health and environmental standards. **(Right 1)**
- You have the right to reside in a housing unit that has working fixtures, appliances, and utilities and to reside in a community with well-maintained common areas and amenity space. **(Right 2)**
- The right to be provided with a previous seven-year maintenance history of the prospective housing unit within two business days after making request before signing a lease. **(Right 3)**
- You have the right to a written lease with clearly defined rental terms to establish tenancy in a housing unit, including any addendums and other regulations imposed by the Landlord regarding occupancy of the housing unit and use of common areas. **(Right 4)**
- The right to a plain-language briefing, before signing a lease and 30 days after move-in, by the installation housing office on all rights and responsibilities associated with tenancy of the housing unit, including additional fees authorized by lease, any utility payments, procedures for submitting and tracking work orders, the identity of the Military Tenant Advocate, and the dispute resolution process. **(Right 5)**
- You have the right to have sufficient time and opportunity to prepare and be present for move-in and move-out inspections, including an opportunity to obtain and complete necessary paperwork. **(Right 6)**





Privatized Housing - Tenant Bill of Rights

- You have the right to report inadequate housing standards or deficits in habitability of the housing unit to the Landlord, the chain of command, and Army housing office without fear of reprisal or realization. (**Right 7**)
- You have the right to access to a Military Tenant Advocate or a military legal assistance attorney, through the Army housing office to assist in the preparation of requests to initiate dispute resolution, including the ability to submit a request to withhold payments during the resolution process. (**Right 8**)
 - Tenants are required to attempt to resolve disputes informally either through an informal dispute resolution process or as identified in the addendum to the tenant lease. If the dispute cannot be resolved informally a tenant may then file a request for formal dispute resolution
 - The Fort Story Army Housing Office serves as you Military Tenant Advocate.





Privatized Housing - Tenant Bill of Rights

- The right to receive property management services provided by the Landlord that meet or exceed industry standards and that are performed by professionally and appropriately trained responsive and courteous customer service and maintenance staff. **(Right 9)**
- You have the right to have multiple, convenient methods to communicate directly with the privatized Landlord maintenance staff, and to receive consistent, honest, accurate, straightforward and responsive communications. **(Right 10)**
- You have the right to have access to an electronic work order system through which a tenant may request maintenance or repairs of a housing unit and track the progress of the work. **(Right 11)**

Fort Story Family Homes:

- Maintenance Shop Contact Number: 757-962-3511 Extension 2
- Maintenance Shop Location: 329A Manila Road, Virginia Beach 23451
- Maintenance Website: fortstoryfamilyhomes.com
- Maintenance Application: RentCafe Resident App





Privatized Housing - Tenant Bill of Rights

- You have the right to the following: (A) prompt and professional maintenance and repair; (B) to be informed of the required time frame for maintenance and repairs when a maintenance request is submitted; and (C) in the case of maintenance or repairs necessary to ensure habitability of a housing unit, to prompt relocation into suitable lodging or other housing at no cost to the tenant until the maintenance or repairs are completed. **(Right 12)**
- **Work Order Process:** All Routine work orders should be submitted via the Resident Portal. A work order number will be assigned once received, allowing the Resident to track work order progress through the Resident Portal. All work orders are reviewed, assigned a priority, and scheduled for service accordingly.
- In the event of an urgent/emergency WO, the Resident should call the Maintenance number immediately. The service representative will take the necessary information, enter the work order and provide the Resident with a work order number and approximate time when Maintenance will respond.
- Residents can track work order status and review all associated information through the Resident Portal. Work orders are assigned a priority code to determine the appropriate target response time for Emergency (Target time for response within hour) Urgent (Target response time within 4 hours) and Routine (Target time to be scheduled with resident).
- **Text Messaging Approval System:** With this system, you will receive an alert when a work order has been marked complete in our system, prompting confirmation of your satisfaction with the work performed in your home. If you are satisfied, respond to this message "Y." If you're not satisfied, respond with "N." A member of our team will reach out to you to discuss further action that's needed to ensure satisfaction. If this initial message is not responded to, reminder messages will be sent until a response is received.
- Maintenance and/or contracted vendors will only enter the home if an Authorization to Enter form has been signed or with the Resident or other authorized representative present process to include electronic options and how to track progress; include difference between routine and Life Health and Safety issues.





Privatized Housing - Tenant Bill of Rights

- You have the right to receive advice from military legal assistance on procedures involving mechanisms for resolving disputes with the property management company or property manager to include mediation, arbitration, and filing claims against the Landlord. **(Right 13)**
- The right to enter into a dispute resolution process should all other methods be exhausted and, in which case, a decision in favor of the tenant may include a reduction in rent or an amount to be reimbursed or credited to the tenant. **(Right 14)**
- The right to have your basic allowance housing payments segregated and held in escrow, with approval of a designated commander, and not used by the property owner, property manager, or landlord pending completion of the dispute resolution process. **(Right 15)**





Privatized Housing - Tenant Bill of Rights

- The right to have reasonable advance notice of any entrance by the Landlord, Army housing staff, or chain of command into the housing unit, except in the case of an emergency or abandonment of the housing unit. **(Right 16)**
 - Notice will be provided not less than 24 hours prior to entry, and entry will be during normal business hours, or at any other time as agreed upon by resident
- The right to not pay non-refundable fees or have application of rent credits arbitrarily withheld. **(Right 17)**
 - There are no refundable fees
- The right to expect common documents, forms, and processes for housing units will be the same for all Army Installations, to the maximum extent applicable without violating local, state, or federal regulations. **(Right 18)**
 - Community Specific Addendum for Virginia is part of lease packet, and is the controlling document in the event of a conflict between the Lease and the Community Specific Addendum.

Note: Tenants seeking assistance with housing issues should continue to engage their garrison Army Housing Office, installation leadership, and/or chain of command.





Privatized Housing – Tenant Responsibilities



Military Housing Privatization Initiative Tenant Responsibilities

This document highlights important responsibilities of Military Service Members and their families (Tenants) residing in Privatized Housing.

1. **Prompt Reporting.** The responsibility to report in a timely manner any apparent environmental, safety, or health hazards of the home to the Landlord and any defective, broken, damaged, or malfunctioning building systems, fixtures, appliances, or other parts of the home, the common areas, or related facilities.
2. **Care for the Home.** The responsibility to maintain standard upkeep of the home as instructed by the housing management office.
3. **Personal Conduct.** The responsibility to conduct oneself as a Tenant in a manner that will not disturb neighbors, and to assume responsibility for one's actions and those of a family member or guest in the housing unit or common areas, including the responsibility not to engage in any inappropriate, unauthorized, or criminal activity in the home or common areas.
4. **Access by Landlord.** The responsibility to allow the Landlord reasonable access to the rental home in accordance with the terms of the tenant lease agreement to allow the Landlord to make necessary repairs in a timely manner.
5. **Rules and Guidelines.** The responsibility to read all lease-related materials provided by the Landlord and to comply with the terms of the lease agreement, lease addenda, and any associated rules and guidelines.

* Copy is available upon request





Privatized Housing – Tenant Responsibilities

- The Military Housing Privatization Initiative Tenant Bill of Rights highlights 5 important responsibilities for Service Members and their Families while they reside in privatized family housing.
 1. The responsibility to report in a timely manner any apparent environmental, safety, or health hazards of the home to the landlord and any defective, broken, damaged, or malfunctioning building systems, fixtures, appliances, or other parts of the home, the common areas, or related facilities.
 2. The responsibility to maintain standard upkeep of the home as instructed by the housing management office.
 - Household Trash: Curbside trash collection is provided as a contracted service and trash bins are provided for each Premises. The pick-up schedule is available on the Resident Portal. Trash should be placed in the provided container and put out no earlier than 7:00 pm the evening before the scheduled pick-up day. Trash bins must be on the curb by 7:00 am on the pick-up day and empty trash bins must be removed from the curb no later than 7:00 pm.
 - Bulk trash – taken to trash area at 329A Manila Road





Privatized Housing – Tenant Responsibilities

3. The responsibility to conduct oneself as a tenant in a manner that will not disturb neighbors, and to assume responsibility for one's actions and those of a family member or guest in the housing unit or common areas, including the responsibility not to engage in any inappropriate, unauthorized, or criminal activity in the home or common areas.
 - If there are any complaints (i.e. quiet hours, parking issues, etc.), or discrepancies (i.e. backyard cluttered, backyards not mowed, unapproved items in back or front yard, etc.), Fort Story Family Homes will send residents a notice to correspond with resident. A dialogue will begin with the resident to discuss remedying the said violation.
 - Page 41/42 of the Property Management Resident Handbook provides further information.
4. The responsibility to allow the landlord reasonable access to the rental home in accordance with the terms of the tenant lease agreement to all the landlord to make necessary repairs in a timely manner.
5. The responsibility to read all lease-related materials provided by the landlord and to comply with the terms of the lease agreement, lease addenda, and any associated rules and guidelines.





Privatized Housing – State-Specific Addendum

Section 13 of the Community Specific Addendum states that the terms of the Community Specific Addendum shall control in the event of a conflict between this Community Specific Addendum and the Lease

Overview of changes to Universal Lease as stated in Community Specific Addendum for Virginia:

Section 3.A. Premises is changed in regards to the Premise Condition Walk which must take place within 5 days of move in instead of the 3 days as stated in the lease.

Section 3.C. Premises is changed in regards to Final Move out inspection to state that it must take place with 72 hours after move out instead of 2 days after move out.

Section 3.C. Premises is changed in regards to Move Out Itemized Charge List must be provided by owner within 45 days of move out instead of within 21 days of move out.

Section 4 Rent is changed in regards of terms set forth if a Security Deposit is charged.

Section 5.A. Fees is changed in regards to the maximum late fee to be charged.

Section 5.B. Fees is changed in regards to the maximum bank processing fee amount.

Section 6.A. Entry Onto Premise in regards to simplifying the reason for entrance.

Section 8.B. Right to Relocate in regards to adding terms for a temporary relocation.

Section 10.B. Liability in regards to clarify insurance liability.

Section 10.G.4. Early Termination Fee in regards to in the event of termination of lease prior to expiration of the Term of the lease and tenant faces an Early Termination Fee, the landlord may charge a fee equal to 30 days rent up to 59 days rent.

*Further details on the above changes can be found in the Community Specific Addendum (Virginia) located in your lease packet





Privatized Housing – Informal Dispute Resolution

- The ***informal dispute resolution*** is a measured approach intended to resolve disputes at the garrison level that may be used to resolve disputes pertaining to the lease as well as issues that fall outside the specific parameters of the lease document, such as personal property claims
- Tenants shall attempt to resolve disputes by bringing the dispute or concern to the owner. If the tenant and owner are unable to resolve the issue satisfactorily, then the tenant shall attempt to resolve the dispute through the ***informal dispute resolution*** process.
- The tenant may submit an ***informal dispute resolution*** request by submitting to the AHO a completed request form with any documents that support the dispute and a description of the dispute.
- An ***informal dispute resolution*** form is available at the AHO, who is available to assist residents in completing the form. Tenants may also visit the garrison Staff Judge Advocate's office to seek their assistance in completing the ***informal dispute resolution*** form.
- The garrison commander will review the request and will serve as the mediator between the property owner and tenant in an effort to resolve the dispute at the local level, normally within 10 business days.





Privatized Housing – Formal Dispute Resolution

- The **formal dispute resolution** process allows eligible tenants to obtain prompt and fair resolution of housing disputes concerning rights and responsibilities set forth in the lease, including maintenance, repairs, rental payments, displacement rights, lease termination, inspections, or fees and charges.
- The tenant may submit a **formal dispute resolution** request by submitting to the AHO a completed request form with any documents that support the dispute and a description of the dispute.
- The **formal dispute resolution** may include a home inspection. If the tenant fails to grant access to the premises for inspection the formal dispute resolution process shall terminate, and no decision will be rendered
- Tenants may request “rent segregation” for up to 60 days while the dispute is being reviewed.
- The HQ IMCOM Commanding General is the Deciding Authority and will generally render a decision within 30 days but not later than 60 days.
- A **formal dispute resolution** form are available at the AHO, who is available to assist residents in completing the form. Tenants may also visit the garrison Staff Judge Advocate’s office to seek their assistance in completing the **formal dispute resolution** form.
- The **formal dispute resolution** form is also available on-line at <https://www.housing.army.mil>
- The **formal dispute resolution** eligibility is limited to military members, their spouse or other eligible individual who qualifies as a “tenant” as defined in 10 USC Section 2871
- Tenants may seek legal advice or dispute resolution through any remedy available by law, except that tenant and owner shall not pursue such remedy available in law while a **formal dispute resolution** under this process is pending.





Additional Information

- Tenants are permitted to anchor any furniture, television, or large appliance to the wall of the unit for purposes of preventing such item from tipping over without incurring a penalty or obligation to repair the wall upon vacating the unit if the Landlord does not anchor the furniture for the tenant.
- Per FY20 NDAA: If tenant is not available for pre-assignment walkthrough inspection, Army Housing Office must attend on tenant's behalf
- Per FY20 NDAA: The AHO shall initiate contact with resident 15 day and 60 days after move in regarding the satisfaction of the resident.





End of Brief

