

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

Renting In The Civilian Community



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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 that usually must be undertaken when renting.

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 or acquire 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 service member, rent represents a sizable portion of income. The acceptability 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 service member'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 1981 federal law, many service members without dependents 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 allowance for quarters.

The only exception is if the job the service member 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 service member 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 basic allowance for quarters.

In addition to BAQ, overseas and station housing allowances are authorized in some overseas areas, and variable housing allowances are authorized in most U.S. cities. Payment of a basic allowance for subsistence 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 type of housing complexes.

No matter where stationed, a service member 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 changing their residence within the local area must report to the Housing Referral Service 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 that would put you in conflict with DoD policy regarding fair housing. Housing referral service 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 Housing Referral Service any indications of discrimination you observe in housing practices in the local community. The Housing Referral Service 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 service member.

This service includes counseling, timely and accurate information on local housing, maintaining a housing referral listing and arbitrating tenant/landlord complaints. Their professional knowledge can save you valuable time and money and minimize some inconveniences 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 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 provides that 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. Prior to moving into the leased unit of your choice, take an inventory of what is in good or bad condition. You and your landlord should sign the inventory checklist. The list will be valuable when it's time to vacate the unit and determine the amount of security-deposit refund. If you keep your apartment or house in good shape so that no repair is 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 will be furnished by the landlord or tenant. 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 that 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 take over the lease without the landlord's consent. In the event that several singles share an apartment or house, usually one person will 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 those 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 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 United States 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 12, 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 12 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 six 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 six months, it is not unreasonable for the landlord to demand half a month's rent. In any case, the payments 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, including:

- 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 and dry cleaners.

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 damage 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 build-up 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 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 homeowner'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 furniture and other belongings.

What Your Landlord Expects From You

At the tenant-landlord level, cooperation is not merely desirable, but absolutely necessary. When military tenants do not cooperate, they hurt only themselves and every military tenant who follows them.

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

BE THRIFTY WITH UTILITIES—including water. A low water supply endangers everybody, so 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 safeguard 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 an inexpensive 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 you 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 sides 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 little richer.

Soldiers' and Sailors' Civil Relief Act

There is a common misconception that this act authorizes service members 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 earlier is appropriate.

There is one section of the act that affords you some protection in relation to tenant-landlord relationships contracted for after you enter service.

Under the act, some military dependents paying lower than average rents can be evicted for non-payment 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 com-

mand to be "on call" for emergency situations. The service member 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 off-base 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 on 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 and transportation. This is particularly true if you are single and not entitled to basic allowance for quarters and basic allowance for subsistence. You should make a careful assessment of your personal finances before deciding to move into civilian housing.

Furnishings

When acquiring furnishings, members should keep in mind the weight limitations on the amount of household goods that can be moved at government expense. 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 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, 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 and snow shovels.

If You're Single . . .

One way for single service members to cut down on expenses is to share 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 stereo 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 or not you eat it. So you lose some flexibility in your eating decisions.

Military dining facilities serve well-balanced, plentiful meals. But if you are drawing basic allowance for subsistence, 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.

An Off-Base Housing Check-Off List



- Policy of command toward living off base.
- Entitlement to housing allowances.
- Certificate of non-availability of military housing.
- Housing Referral Service for listing 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.

A Final Word

As time goes by, more and more developers and builders are providing off-base housing support for the U.S. armed forces.

These buildings represent a substantial investment by the owners and are valuable assets to the military communities 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.

