



DEPARTMENT OF THE NAVY
COMMANDER NAVY INSTALLATIONS COMMAND
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CNICINST 11101.3A
N9
3 Jun 2025

CNIC INSTRUCTION 11101.3A

From: Commander, Navy Installations Command

Subj: NAVY PUBLIC PRIVATE VENTURE DISPUTE RESOLUTION PROCESS

Ref: (a) 10 U.S.C. § 2890
(b) 10 U.S.C. § 2894
(c) ASD memo of 12 Feb 21
(d) ASN (EI&E) memo of 6 Feb 21
(e) CNIC M-11103.1 CH-1
(f) USD (AT&L) memo of 16 Apr 14
(g) 10 U.S.C. § 2871
(h) NAVSUPINST 4200.99C
(i) DON Desk Guide 5.11 - Government Purchase Card Program
(j) DON Simplified Acquisition Procedures Guide of Apr 18
(k) Federal Acquisition Regulation

Encl: (1) Independent Dispute Resolution Investigator Description

1. Purpose

a. To provide standardized public-private venture (PPV) Navy housing processes and procedures for determining whether the informal dispute resolution process has been completed and for implementing the formal dispute resolution process, per references (a) through (f). This instruction provides processes and guidance for the resolution of tenant disputes and segregation of rents in conjunction with such disputes.

b. This instruction incorporates the following changes:

(1) Updates language to clarify the statutorily mandated definition of who qualifies as a “tenant” for the purposes of formal dispute resolution, to include military and family residents who are party to the lease and defines “party to the lease” to specifically include military and family residents who have recently moved out of PPV housing within a reasonable time. This ensures their rights to pursue dispute resolution under the Department of Defense (DoD) military housing privatization initiative (MHPI) Tenant Bill of Rights for disputes concerning move-out fees and damages.

(2) Clarifies the required steps for determining if informal dispute resolution was attempted to include several required actions by the Navy housing service center (HSC).

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(3) Adds requirement for the HSC to provide PPV companies with a copy of the request for formal dispute resolution within two business days after receipt regardless of whether the eligibility determination has been made yet at the time notification is due in accordance with the statutory timelines.

(4) Improves the formal dispute resolution process by ensuring the Navy HSCs work with their local office of general counsel to ensure proper eligibility status of formal dispute resolution requests and includes an updated definition of an “eligible housing dispute.”

(5) Includes a process for PPV companies to object to eligibility determinations within the scope of the formal dispute resolution process.

(6) Clarifies and defines when a tenant may terminate formal dispute resolution. Provides a process for tenants to make changes and submit a revised formal dispute resolution request.

(7) Provides guidance on what the Navy HSC must provide as a written inspection report.

(8) Clarifies how long rent segregation can remain in effect.

(9) Updates language regarding the available remedies to clarify the deciding authority is limited to granting only the remedies available in the universal lease.

2. Cancellation. CNICINST 11101.3.

3. Background. Reference (e) is the Navy’s housing program outlining the informal dispute resolution policy between PPV tenants and landlords. The DoD MHPI Tenant Bill of Rights was established to ensure oversight of privatized housing programs to provide safe and suitable housing for Service Members and their families. Among these rights is “a standardized, formal dispute resolution process.” This right is further established by Congressional direction in references (a) and (b) and incorporated into the PPV universal leases, per reference (c).

4. Scope and Applicability. The policies and procedures of this instruction apply to Commander, Navy Installations Command (CNIC) headquarters (HQ), Navy regions, installations, and those projects on joint bases where the Navy is a member of the PPV limited liability company. The dispute resolution process described in this instruction applies to PPV family housing and unaccompanied housing (UH), though some processes described may be modified for PPV UH tenants.

5. Policy

a. Tenants. Any military member, their spouse, or other eligible individual who qualifies as a ‘tenant’ as defined per reference (g) will be afforded the right to initiate the dispute resolution process.

(1) For the purposes of this instruction, the definition of a tenant includes:

(a) Military personnel and their family members who currently reside in the housing units; or

(b) Military and family residents who are a party to the lease; or

(c) Any person authorized to act on behalf of the military resident or party to the lease.

(2) For the purposes of this instruction, ‘party to the lease’ will include military and family residents who continue to have any rights, obligations, claims, or liabilities under the lease after the time of vacating the premises, and in no event less than a period of 30 days:

(a) After the termination or expiration of the lease, or

(b) Upon receipt of a claim or demand for payment from the PPV landlord.

(3) Other residents of Navy PPV housing who do not qualify as tenants per reference (g), to include affiliated civilians and non-affiliated civilians, are not afforded the right to initiate formal dispute resolution.

(a) Per reference (e), affiliated civilians living in PPV housing may seek informal dispute resolution assistance from the Navy HSC.

(b) Non-affiliated civilians living in Navy PPV housing are not eligible to seek services from the Navy HSC.

b. Resolving disputes at the lowest level. Issue resolution should be accomplished at the lowest level possible. When a tenant has an issue with the PPV property manager or complaint regarding the landlord’s responsibilities under their lease agreement, the tenant will first attempt to resolve with the PPV property manager or owner. If the tenant and PPV property manager or owner are unable to resolve the matter, the tenant has the option to resolve the dispute through the informal dispute resolution process offered by the local Navy HSC.

6. Informal Dispute Resolution. Per reference (e), the HSC offers an informal dispute resolution process to assist tenants in resolving complaints regarding privatized housing. The overall process typically includes reviewing and researching the complaint, conducting an inspection, examining documentation, determining corrective actions as applicable, and fostering resolution between parties. Per reference (f), enterprise Military Housing (eMH) is the established DoD enterprise information management system and authoritative data source for housing operations. All tenant complaints received by the HSC are managed in eMH. The HSC will document all relevant actions, notes, photographs, and inspection reports related to the informal dispute in the family housing module (FHM) complaints component of eMH.

a. Informal dispute resolution must be conducted by the HSC per reference (e), to include the following steps:

(1) The HSC will ascertain whether the tenant has made all good faith efforts to resolve this at the lowest possible level with the PPV landlord.

(2) The HSC conducts interviews with the PPV company, tenant, and other pertinent stakeholders.

(3) The HSC inspects the home if there is a potential environmental, health, and safety (EHS) or maintenance issue.

(4) The HSC conducts research and assesses the reasonableness of landlord charges and tenant demands.

(5) The HSC provides a potential recommendation or mutually agreed upon resolution to the PPV company and tenant.

b. There is no established limitation on the scope of informal dispute resolution and may routinely include residency requirements not explicitly outlined in the lease. However, if the HSC has concerns that the basis of the tenant's complaint or demand for remedies does not fall within the duties and responsibilities of the landlord to maintain, repair, and service the housing unit, and provide a safe, healthy, and habitable living space, the HSC should work with the PPV partner, Naval Facilities Engineering Systems Command (NAVFAC), and their Navy housing region program director (RPD) in order to determine what, if any, action should be taken. If all entities are unable to reach consensus, then the matter should be referred to the local Navy Office of General Counsel (OGC).

c. If resolution is not achieved, the HSC will inform the tenant of the formal dispute resolution process and provide reference (c), attachment (1), schedule 3, exhibit A, the 'Request Form for Dispute Resolution Process,' and explain the process as outlined in this instruction and on schedule 3 of the Universal Lease. The HSC should clearly explain that the scope and available remedies under formal dispute resolution are more limited and narrowly tailored than those that are subject to informal dispute resolution. A request for formal dispute resolution can only be determined to be eligible and complete if the tenant first attempted informal dispute resolution with the HSC.

d. Within 30 days of the termination or expiration of the lease, if the tenant initiates informal dispute resolution, the ability to request a subsequent formal dispute resolution on that matter will be preserved, subject to the limitations on scope, and available remedies of matters that may be subject to formal dispute resolution.

7. Formal Dispute Resolution. An eligible tenant who decides to initiate the formal dispute resolution process is required to complete and submit the request form for dispute resolution process to the local HSC. The HSC will update the eMH complaint record indicating that a formal dispute resolution has been received. Within two business days after receiving a request form for dispute resolution process, the HSC will review the form and provide it to the installation or region Navy OGC to determine whether the request constitutes an eligible housing

dispute. Per reference (b), the HSC will also notify the tenant of receipt and provide a copy of the request to the PPV property manager or owner within two business days regardless of whether the eligibility determination has been made at that time. When the eligibility determination has not yet been made within two business days, the HSC will note to the tenant and PPV manager that a determination of eligibility of the request is forthcoming.

a. Per reference (c), an ‘Eligible Housing Dispute’ is defined as a dispute from an eligible tenant that concerns the rights and responsibilities set forth in the lease, including maintenance and repairs, rental payments, displacement rights, lease termination, inspections, or fees and charges. Formal dispute resolution is not intended or designed to encompass every possible matter of contention that may arise between a tenant and a landlord. For example, damages to personal property, injury to persons, disagreements between neighbors, requests for exceptions or waivers of lease provisions or Navy housing policy, or other matters due to causes outside of the rights and responsibilities set forth in the lease are not eligible for formal dispute resolution but may be resolved through other means such as private mediation or litigation in state court forums.

b. The HSC will take the following action upon making a determination of eligibility of the request in consultation with the installation or region counsel:

(1) If the HSC and Navy OGC determine the formal dispute request is ineligible, the HSC will coordinate the matter with Navy OGC and then provide a written notification to the tenant explaining the reasons for the ineligibility or the information needed for further consideration. The tenant may submit a revised request form for the dispute resolution process. All described deadlines associated with the dispute resolution process will start from the date of the HSC’s receipt of an administratively complete request form for dispute resolution process. The HSC or Navy OGC will determine ineligibility if:

(a) the party is not an eligible tenant entitled to request the formal dispute resolution process; or

(b) the dispute is not an eligible housing dispute under the lease or this instruction; or

(c) the tenant and the HSC have not engaged in and completed the informal issue resolution process; or

(d) the request for formal dispute resolution does not contain sufficient information to include the requested remedy for the dispute as available in the lease; or

(e) the requested remedies are not one of the permissible remedies listed in reference (c) and paragraph 12 of this instruction.

(2) If the HSC and Navy OGC determine the request is complete and eligible for the formal dispute resolution process, the HSC will notify the tenant of the determination and simultaneously provide a copy of the request and determination to the PPV property manager or

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owner, installation commanding officer (ICO), NAVFAC business agreement manager (BAM), region commander (REGCOM), RPD for Navy housing (N93), and CNIC N93 Navy housing HQ.

(3) If the PPV property manager or owner objects to the tenant's formal dispute resolution request on the grounds that the claim is outside of the scope of an 'Eligible Housing Dispute,' or that the remedies requested by the tenant exceed those allowable under the formal dispute resolution system, such objections must be stated in the PPV's formal recommendations to the deciding authority. The deciding authority will confer with the HSC and Navy OGC in making any determination in response to the PPV's objections.

c. **Termination of Formal Dispute Resolution.** At any time prior to the issuance of the Deciding Authority's Final Decision, the tenant may elect to terminate the Formal Dispute Resolution process, by notifying the Navy HSC in writing. The Navy HSC will immediately notify the REGCOM, Navy housing RPD, PPV property manager or owner, Navy housing HQ, and the NAVFAC BAM. The HSC will update the eMH complaint record. Any segregated rent will be distributed to the owner. If a tenant decides to continue to pursue the formal dispute resolution process after cancelling, the process must start over, and the tenant must submit a new request. A tenant cannot amend the formal dispute resolution request form after submission. If at any time the tenant would like to amend their formal dispute resolution request or scope, they must cancel the current request and resubmit the form. The tenant may elect to terminate their formal dispute resolution request as a condition of acceptance of a settlement offered by the PPV property manager or owner after the formal dispute resolution process has begun. If a tenant does not grant access to the premises for an inspection in a formal dispute related to current living conditions or physical condition of the premises as outlined in this instruction, the deciding authority will terminate the formal dispute resolution request in writing with no decision rendered, and the specific issue of the dispute will not be eligible for future consideration in the formal dispute resolution process.

8. **Inspection.** If the formal dispute is related to current living conditions or the physical condition of the premises, the HSC must conduct an inspection within seven business days of receiving a completed request form for the Dispute Resolution Process.

a. The HSC will schedule and conduct a physical inspection of the premises within seven business days of the formal request. Once the inspection has been scheduled, the HSC will notify the PPV property manager or owner (and appointee), the tenant (and representative if applicable), and the independent dispute resolution investigator to give them the opportunity to be present at the inspection.

b. A written report is due within three business days of the HSC inspection. The HSC will complete a written report of findings and forward results of the inspection to the deciding authority, the PPV property manager or owner, tenant, and other parties as determined by the deciding authority. The HSC will use their completed DoD "Government Owned, Privatized, and Leased Inspection Checklist" from eMH as the written report. The written report must be uploaded into the inspection and complaint components in eMH.

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c. The PPV property manager or owner, or its designee, may schedule a separate inspection, at which the tenant or tenant's representative, and an HSC representative have the right to be present. The tenant will grant access to the premises for these inspections at a mutually agreeable time and duration.

d. The independent investigator may need to conduct additional physical inspections of the property. The independent investigator will schedule the inspection with the tenant and notify the HSC and PPV property manager or owner (and appointee) to give all parties the opportunity to be present at the inspection.

e. When the matter under dispute involves maintenance or other facility-related matters, the deciding authority will identify and select, as required, one or more professionals with specific subject expertise in the matter under dispute. The deciding authority may grant an additional seven business day extension in writing, if necessary, at the request of the HSC, the PPV property manager or owner, or the tenant to facilitate inspections.

9. Independent Dispute Resolution Investigator

a. The deciding authority will select a third-party investigator who meets the requirements set in enclosure (1) after consulting with Navy OGC. The independent dispute resolution investigator cannot be a member or employee of the Navy region or subordinate command or the PPV manager or owner, including currently contracted employees, with the exception of employees contracted specifically to conduct formal dispute resolution investigations on behalf of the deciding authority.

b. The independent dispute resolution investigator must carefully examine and evaluate all evidence to determine validity and significance, which includes physical evidence, records and information gained from interviews, and any actions taken by the PPV property manager or owner to repair the premises during the dispute resolution process to uncover intentions and uncertainties. The independent investigator may need to conduct additional inspections of the property, outside of the HSC required inspection. When making a recommendation, the independent dispute resolution investigator will consider recommendations and information collected from HSC, installation program director (IPD), PPV property manager or owner, or its representatives, the tenant, and other professionals or subject matter experts (SME) for the matter under dispute.

c. The independent dispute resolution investigator will develop and provide a report that contains elements they deem factual, relevant to policy, based on evidence, an analysis, a conclusion and a recommendation.

d. Funding for the independent investigator will be included in the region annual control for family housing, Navy (FHN) or quarters operations (QO). If regions determine they need additional funds for procurement of said services, follow existing CNIC procedure to request additional funds as appropriate.

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e. Procurement of independent investigator services that are at or below the cardholder's micro-purchase threshold can be processed through the open market using the government commercial purchase card (GCPC), funded with FHN or QO, and complying with the policies described per references (h) and (i). For investigative services estimated above the cardholder's micro-purchase threshold:

(1) Prepare a contract requirements package and submit to the region contract services management office; and/or

(2) Procure using reference (j), with the GCPC as a method of payment; and/or

(3) Selection and award of a contract for independent investigator services may be accomplished non-competitively under part 6.302-3 of reference (k). Neither GCPC nor contractual procurements for the professional services of an independent investigator are subject to the requirements of the service contract act, per the provisions of part 22.11 of reference (k).

10. Available Assistance. Even though the formal dispute process does not require legal services, the tenant may seek Navy legal assistance. The tenant is not required to retain counsel throughout the entirety of the formal dispute resolution process to obtain legal advice. Scheduling meetings between tenants and PPV property managers or owners or inspections should not be delayed pending provisions of legal assistance. A private civilian attorney or other assistance may be obtained at the expense of the requesting party without reimbursement. Additionally, a tenant advocate from the Navy HSC may provide the tenant advice and assistance on the dispute resolution process.

11. Deciding Authority. The REGCOM is designated by CNIC to serve as the deciding authority for all formal disputes in their region. The deciding authority will issue a final written decision in the formal dispute resolution process and will use the process outlined in this instruction and in schedule 3 of the universal lease when deciding formal disputes. If a conflict of interest arises with the REGCOM serving as the deciding authority, a waiver request stating the conflict of interest should be sent via e-mail to CNIC N93 at NavyHousingHQ@us.navy.mil to initiate identification and selection of an alternate official to be the deciding authority.

a. Duties of the Deciding Authority:

(1) The deciding authority will identify, select, and fund, as appropriate, the independent dispute resolution investigator.

(2) The deciding authority will identify, select, and fund as required, one or more professionals with specific subject expertise in the matter under dispute when the dispute involves maintenance or other facility-related matters.

(3) The deciding authority may grant an extension for an additional seven business days, if requested and necessary, to facilitate inspections. The extension request can be made by the HSC, PPV property manager, owner, or tenant. The initial inspection turnaround time is seven business days, and the approval request must be in writing and provided to the HSC, PPV

property manager, owner, tenant, and independent investigator. The cost of any other additional reports or evidence gathered will be the responsibility of the requested party.

(4) The deciding authority will consider actions taken by the PPV property manager or owner to repair the premises during the dispute resolution process.

(5) The deciding authority will request and consider written recommendations and information relating to the dispute from each of the following: HSC, IPD, tenant, PPV property manager or owner, independent dispute resolution investigator, Navy OGC, and SMEs.

(6) The deciding authority will provide all written recommendations and information to the PPV property manager or owner and tenant within three business days of receiving all recommendations and information related to the dispute.

(7) The PPV property manager, owner, and tenant may submit a written rebuttal to any information received by the deciding authority within three business days of receipt of information and recommendations provided by the deciding authority.

(8) If either party submits a rebuttal, the deciding authority must share the rebuttal with the other party within three business days of receipt. At the end of the rebuttal period, the fact-finding portion of the dispute resolution process is considered complete.

b. Final Decision. The deciding authority will issue a final written decision in the formal dispute resolution process no later than 30 calendar days after the HSC receives a complete request form for dispute resolution process. Per references (b) and (d), in limited circumstances, the deciding authority may take longer than the 30-day period, but only when a good cause exists. This includes an extension for the SME inspector, PPV property manager, owner, or tenant rebuttal, etc. The deciding authority must notify the tenant, PPV owner, and HSC in writing of any extensions to the 30-day period. The deciding authority's decision is final under the formal dispute resolution process.

(1) A final written decision must be rendered not later than 60 calendar days after the HSC receives the complete request form for dispute resolution process. Notwithstanding this requirement, should exigent circumstances result in a delayed decision, such will not alone constitute a basis for objection or non-compliance by either the tenant or the PPV manager or property owner.

(2) The deciding authority will forward the written decision to the tenant, PPV property manager or owner, the HSC, RPD, Navy Housing HQ, and the BAM on or before the deadline. The decision will certify that the deciding authority requested and considered the recommendations outlined in the policy; a concise statement of the rationale underlying the decision; and the resolution of the dispute, which may include direction of any of the available remedies or finding of no fault by the PPV property manager or owner, as applicable.

12. Rent Segregation. If a formal dispute alleges failure to meet maintenance procedures as agreed under the terms of the universal lease agreement or applicable schedules or addenda, or

the housing unit is otherwise alleged to be uninhabitable per applicable state or local law, the tenant may request that all or part of their rental payments received by the PPV property manager or owner are segregated during the formal dispute resolution process (not to exceed 60 calendar days). If the tenant is making such a request, it must be included on the request form for dispute resolution process. Upon receipt of a complete request form for dispute resolution process in which the tenant has requested a partial or complete withholding of rental payments, the HSC will notify the PPV property manager or owner to initiate the process. As provided under the terms of the applicable PPV operating agreement or memorandum of understanding between the Navy and PPV entity, the PPV property manager or owner will segregate the tenant's rental payments in a project level reserve account unavailable to the PPV property manager or owner, or PPV property manager or owner's property manager, employees, agents, or contractors for any purpose pending completion of the formal dispute resolution process. Generally, a request for rent segregation should be granted when the request for formal dispute resolution includes a claim for damages payable per the available remedies. Rent segregation will not be granted when the tenant has already vacated the unit and thus is no longer making rental payments. Rent may not be withheld for a period exceeding 60 calendar days, regardless of whether a decision is rendered prior to the deadline.

13. Remedies

a. When the decision requires the PPV property manager or owner to perform work at the premises, the decision will stipulate that the tenant will give the PPV property manager or owner access and not interfere with the PPV property manager or owner's ability to perform the required work at the premises. If the decision requires corrections to or repair of housing deficiencies, the written decision will specify a reasonable period of time, but not less than ten business days, for the work to be completed, per reference (d). The Navy housing IPD will be responsible for monitoring ongoing remediation and assessing that all work was completed. If remediation is not satisfactorily completed within the prescribed period, it will result in reductions to amounts payable to the PPV property manager or owner of ten percent for each period of five calendar days during which the issues remain un-remediated. The NAVFAC BAM is responsible for ensuring the execution of any required reductions to the amounts payable to the owner.

b. The deciding authority may direct only the following limited available remedies:

(1) The PPV property manager or owner to take action to remediate the premises. This determination may identify specific commercially reasonable outcomes but will not specify methods of repair.

(2) The PPV property manager or owner to fund relocation of the tenant per the minimum tenant displacement guidelines identified in the universal lease.

(3) Direct the distribution of any segregated rental payments to the owner or tenant, as applicable.

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(4) Direct a reimbursement or credit, as appropriate, for the payment of any fees, charges, or move-out damage assessments determined to be due to owner or tenant.

(5) Allow tenants to terminate the lease or excuse tenant from minimum move-out notice requirements and any associated fees.

14. Relationship to Applicable Laws. Nothing in the formal dispute resolution process, or any decision rendered by the deciding authority, prohibits a tenant, PPV property manager or owner, or the Navy from pursuing a claim in any adjudicative body that has jurisdiction per applicable state or federal law, or both.

15. Confidentiality and Use of Information. By using the formal dispute resolution process, all parties and their representatives agree to maintain the confidential nature of the proceeding and the decision, per the applicable provisions of the universal lease. All written decisions or remedies rendered of this dispute resolution process will remain confidential and may not be released or used as evidence in a court of law or other similar judicial proceeding, unless it is necessary to demonstrate that any alleged damages have or have not been remedied, and shall be withheld from release, as applicable, under the freedom of information act (FOIA).

16. Responsibilities

a. CNIC will:

(1) Ensure the dispute resolution process is implemented per references (a) through (d) by providing program management, oversight, funding, and policy necessary to execute the dispute resolution process.

(2) Provide a dispute resolution findings report to Assistant Secretary of the Navy (ASN), (Energy, Installations, and Environment (EI&E)) as requested on a quarterly basis, no later than 30 calendar days after each fiscal quarter ends.

b. REGCOMs will:

(1) Serve as the deciding authority for the formal dispute resolution process for privatized housing under their command.

(2) Provide oversight and assistance to installations in the administration and implementation of the formal dispute resolution process, to include oversight of timelines, communications, and reporting requirements.

(3) Provide region N93 information on dispute resolutions as applicable, including all respective Installation reports, to CNIC N93 for roll-up on a quarterly basis, no later than 20 calendar days after each fiscal quarter ends for inclusion in the ASN (EI&E) report.

c. ICOs will:

(1) Manage the formal dispute resolution process at the HSC per this instruction and references herein.

(2) When appropriate, engage with the PPV property managers or owners, tenant, and HSCs as a neutral party by offering solutions at the installation level during the informal dispute resolution level before the formal dispute resolution process is initiated.

(3) Ensure the HSC follows required timelines and notifies all required parties when a completed formal dispute resolution process request has been submitted. If the form is not complete, the HSC will notify the tenant within the two-business day timeframe and the time restarts.

(4) Ensure HSC documents all related actions and inspections in eMH. This includes reason, submission date, final decision date, and total processing time from submission to completion for reporting purposes.

(5) Provide the inspection report and any other pertinent information to include recommendations as requested by the deciding authority.

(6) Provide a report of formal dispute resolution cases to the region on a quarterly basis, no later than ten calendar days after each fiscal year quarter ends.

d. Navy HSCs will:

(1) Provide a report of dispute resolution cases to the region on a quarterly basis, no later than ten calendar days after the quarter ends.

(2) Distribute the dispute resolution and rent segregation processes by sharing educational information to publicly available websites.

(3) Per reference (e), work as the tenant advocate during the informal dispute phase, while documenting the tenant's concerns, performing inspections as required, and ensuring the tenant's concerns are communicated to the PPV manager or owner. Ensure all communications and inspections are captured in eMH.

(4) Once a formal dispute is received, adhere to all established guidelines, ensuring all parties receive required copies of communications. Attend all scheduled inspections and meetings on behalf of the tenant and document all communications and inspections in eMH.

(5) Once a decision has been rendered by the REGCOM, continue to monitor and document that all follow-up and corrective actions are performed. Report any irregularities to RPD.

(6) If the final decision involves displacement or relocation, counsel the tenant on their rights regarding the displacement process as found in reference (e), Chapter 3.

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(7) Continue to monitor progress on the remediation through the tenant's return to their assigned quarters, to include accompanying the tenant on the final inspection and documenting all inspection results in eMH.

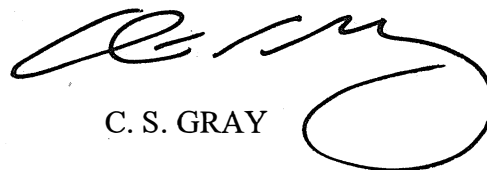
17. Exceptions and Waivers. All exceptions or waivers, or both, must be sent through the region to CNIC HQ N93 for approval.

18. Records Management

a. Records created as a result of this instruction, regardless of format or media, must be maintained and dispositioned per the records disposition schedules located on the Department of the Navy Assistant for Administration, Directives and Records Management Division portal page at <https://portal.secnave.navy.mil/orgs/DUSNM/DONAA/DRM/Records-and-Information-Management/Approved%20Record%20Schedules/Forms/AllItems.aspx>.

b. For questions concerning the management of records related to this instruction or the records disposition schedules, please contact the local records manager or the OPNAV Records Management Program (DNS-16).

19. Review and Effective Date. Per OPNAVINST 5215.17A, CNIC (N9) will review this instruction annually on the anniversary of its effective date to ensure applicability, currency, and consistency with Federal, Department of Defense, Secretary of the Navy, and Navy policy and statutory authority using OPNAV 5215/40, Review of Instruction. This instruction will be in effect for 10 years unless revised or cancelled in the interim and will be reissued by the 10-year anniversary date if it is still required, unless it meets one of the exceptions in OPNAVINST 5215.17A, paragraph 9. Otherwise, if the instruction is no longer required, it will be processed for cancellation as soon as the need for cancellation is known following the guidance in OPNAV Manual 5215.1 of May 2016.



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Releasability and distribution:

This instruction is cleared for public release and is available electronically only via CNIC SharePoint, <https://flankspeed.sharepoint-mil.us/sites/CNICGlobalHub/directives/>

INDEPENDENT DISPUTE RESOLUTION INVESTIGATOR DESCRIPTION1. Requirements and Scope

a. The independent dispute resolution investigator will not be an employee, including contractors, or member of the region or subordinate commands, and will not be an employee of, or affiliated with, the PPV project company. This restriction does not apply to employees contracted specifically to conduct Formal Dispute Resolution investigations.

b. Must be available to attend an in-person inspection when required.

c. Must review all recommendations provided.

d. Must provide recommendations to the decision authority within the timeline given.

2. CNIC Additional Requirements and Scope

a. Knowledge. The investigator should be familiar with:

(1) Federal, state and local landlord tenant laws, including tenant and landlord responsibilities.

(2) The Navy's MHPI program, including but not limited to the provisions and applicability of ground leases, operating agreements, universal leases, policy, guidance and instructions relating thereto. The investigator may be required to sign a non-disclosure agreement when dealing with documents that contain proprietary information.

(3) State where the investigation is occurring.

(4) Environmental, health, and safety hazards in housing.

(5) Landlord tenant mediation practices.

b. Experience. The investigator should have experience with:

(1) Evaluating records and physical evidence.

(2) Analyzing reports and information gained from interviews and other sources.

(3) Developing and providing written recommendations using supporting evidence.

c. Ability. The investigator should be able to:

(1) Conduct an investigation including review of:

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- (a) Tenant and property owner files.
 - (b) Maintenance records.
 - (c) Previously conducted inspection records and testing results.
- (2) Conduct additional fact-finding investigation as required.
- (3) Review available recommendations or reports from experts and professionals regarding additional inspections, testing, etc.
- (4) Accurately document the investigation and provide all relevant information in a final written recommendation.