



DEPARTMENT OF THE NAVY
COMMANDER NAVY INSTALLATIONS COMMAND
716 SICARD STREET SE SUITE 1000
WASHINGTON NAVY YARD DC 20374-5140

CNIC M 11103.1 CH-1
N9

1 Aug 19

CNIC MANUAL 11103.1 CHANGE TRANSMITTAL 1

From: Commander, Navy Installations Command

Subj: NAVY HOUSING REFERRAL SERVICES

Encl: (1) Revised Page 5-1
(2) Revised Page 5-2
(3) Revised Pages 6-1 thru 6-4

1. Purpose. To modify guidance on Housing Referral Services and to transmit new pages 5-1, 5-2 and 6-1 thru 6-4. Enclosure (1) provides updated policy on services offered by the Housing Service Center. Enclosure (2) provides updated policy on the requirement to have all leases certified. Enclosure (3) provides guidance on potable water.

2. Action

- (a) Remove page 5-1 and replace with enclosure (1).
- (b) Remove page 5-2 and replace with enclosure (2).
- (c) Remove pages 6-1 thru 6-4 and replace with enclosure (3).

3. Records Management. Records created as a result of this change transmittal, regardless of media or format, must be managed per Secretary of the Navy Manual 5210.1 of January 2012.


M. M. JACKSON

Releasability and distribution:

This instruction is cleared for public release and is available electronically only via CNIC G2.0, <https://g2.cnid.navy.mil/CC/Documents/Forms/Directives%20Only.aspx>

CNIC M-11103.1
20 Aug 2018

NAVY HOUSING REFERRAL SERVICES



DEPARTMENT OF THE NAVY
COMMANDER NAVY INSTALLATIONS COMMAND
716 SICARD STREET SE SUITE 1000
WASHINGTON NAVY YARD DC 20374-5140

CNIC M-11103.1
N9
20 Aug 2018

CNIC MANUAL 11103.1

From: Commander, Navy Installations Command

Subj: NAVY HOUSING REFERRAL SERVICES

Ref: See appendix A.

1. Purpose. To implement Navy policy for the operation of Navy Housing Referral Services (HRS) outlined in reference (a), enclosure (2), section 5; and to provide guidelines and procedures for operating Navy HRS per references (b) through (r).
2. Cancellation. CNICINST 11103.1 and CNICINST 11103.16.
3. Scope and Applicability. This manual applies to all Commander, Navy Installations Command (CNIC) Headquarters and Regions.
4. Responsibilities
 - a. CNIC is responsible for:
 - (1) Ensuring the HRS program is implemented per references (a) through (r), by developing guidance (e.g., desk guides, policy letters, etc.) for operating the Navy HRS program.
 - (2) Providing program management, oversight, funding and policy necessary to operate a fully functional HRS operation.
 - (3) Establishing annual program goals and objectives and tracking performance metrics per command's strategic objectives.
 - (4) Providing webmaster assistance, guidance and support to develop and provide an integrated multi-based information system that leverages current technology per CNIC standards.
 - b. Region Commanders (REGCOM) are responsible for:
 - (1) Providing oversight and assistance to installations in the administration and implementation of the HRS program.

(2) Monitoring the progress, usage and effectiveness of the HRS program. Ensuring consistency of programming through the respective areas of responsibility.

(3) Assisting installations in the development and implementation of combined or comprehensive training and marketing efforts designed to provide maximum information to Service Members regarding HRS.

(4) Appointing a Region staff point of contact as a primary touch point to both CNIC and Installation Program Directors (IPD) for all HRS responsibilities and actions.

c. Installation Commanding Officers (CO) are responsible for:

(1) Managing HRS, as the local Housing Authority, at their respective installation (reference (b), section 4(c)).

(2) Communicating current housing information to eligible personnel, tenant commands and local community organizations.

(3) Developing and implementing comprehensive training and marketing efforts to provide information concerning privatization and referral programs.

(4) Ensuring information security and the protection of personally identifiable information (PII) per reference (c). Extraneous information and PII will not be collected or kept in the Housing Service Center files.

5. Records Management

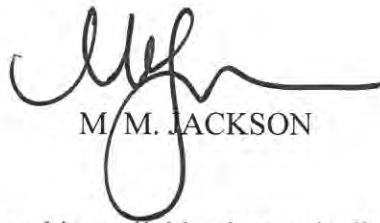
a. Records created as a result of this manual, regardless of format or media, must be maintained and dispositioned for the standard subject identification codes (SSIC) 1000, 2000 and 4000 through 13000 series per the records disposition schedules located on the Department of the Navy/Assistant for Administration (DON/AA), Directives and Records Management Division (DRMD) portal page at <https://portal.secnav.navy.mil/orgs/DUSNM/DONAA/DRM/Records-and-Information-Management/Approved%20Record%20Schedules/Forms/AllItems.aspx>. For SSIC 3000 series dispositions, please refer to part III, chapter 3, of Secretary of the Navy Manual 5210.1 of January 2012.

b. For questions concerning the management of records related to this manual or the records disposition schedules, please contact your local records manager or the DON/AA DRMD program office.

6. Review and Effective Date. Per OPNAVINST 5215.17A, CNIC (N9) will review this manual annually around the anniversary of its issuance 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 manual 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.

7. Forms Management. The following forms are available for download from the enterprise Military Housing management system: Application for Assignment to Housing (DD Form 1746) and the Sex Offender Form (CNIC Form 11103/1).



M. M. JACKSON

Releasability and distribution:

This manual is cleared for public release and is available electronically only, via CNIC Gateway 2.0, <https://g2.cnic.navy.mil/CC/Documents/Forms/Directives%20Only.aspx>

TABLE OF CONTENTS

CHAPTER 1 ELIGIBILITY FOR NAVY HOUSING REFERRAL SERVICES

1. Background	1-1
2. Scope	1-1
3. Policy	1-1

CHAPTER 2 REQUIREMENTS FOR OPERATING REFERRAL

1. Background	2-1
2. Scope	2-1
3. Policy	2-1

CHAPTER 3 HOUSING EARLY ASSISTANCE TOOL

1. Background	3-1
2. Policy	3-1
3. Procedures	3-1

CHAPTER 4 PUBLIC-PRIVATE VENTURE REFERRAL

1. Background	4-1
2. Responsibilities	4-1
3. Determination of Eligibility	4-2
4. Allowance Standards and Bedroom Eligibility	4-2
5. Occupancy Considerations	4-3
6. Application for PPV Housing	4-4
7. Application Procedures	4-5
8. Creating Advance Applications and Customer Contact List	4-5
9. Providing Customer Contact to PPV	4-6
10. Wait List Management	4-7
11. Pre-Leasing by the PPV Property Manager	4-12
12. Assignment to PPV Housing	4-12
13. Affiliated Civilian Process	4-13
14. Termination of PPV Housing	4-13
15. Tracking Home Finding Customers in eMH	4-13

Table 4-1 New and Career Military Personnel Control Dates	4-8
---	-----

CHAPTER 5 HOME FINDING

1. Background	5-1
2. Scope	5-1
3. Policy	5-1
4. Procedures	5-3
5. Lease Agreements	5-4

CHAPTER 6 LISTINGS MANAGEMENT

1. Background	6-1
2. Policy	6-1
3. Procedures	6-2
4. Minimum Standards of Adequacy	6-2
5. Inspections Prior to Listing	6-2
6. HSC Listings Database	6-3

CHAPTER 7 RENTAL PARTNERSHIP PROGRAM

1. Background	7-1
2. Policy	7-1
3. Preparation	7-4
4. Accepting Properties	7-4
5. Service Member Eligibility and Counseling	7-5
6. Leasing Process	7-5
7. Lease Renewal and Termination	7-5
8. Complaints	7-6
9. Waiver Authority	7-7

CHAPTER 8 DEBTS AND ISSUE RESOLUTION

1. Background	8-1
2. Policy	8-1
3. Debts	8-2
4. Procedures	8-3
5. Documentation in eMH	8-6

CHAPTER 9 EQUAL OPPORTUNITY IN OFF-BASE HOUSING

1. Background	9-1
2. Scope	9-1
3. Policy	9-2
4. Procedures	9-2

APPENDIXES

APPENDIX A - References	A-1
-------------------------	-----

APPENDIX B - Housing Early Assistance Tool Business Rules	B-1
---	-----

APPENDIX C - Information Release	C-1
----------------------------------	-----

APPENDIX D - Lease Review Checklist	D-1
-------------------------------------	-----

APPENDIX E - Home Finding Checklist	E-1
-------------------------------------	-----

APPENDIX F - Inspection Checklist	F-1
APPENDIX G - Inspection Criteria for Community Housing	G-1
APPENDIX H - Rental Partnership Program Housing Service Center Documents	H-1
APPENDIX I - Rental Partnership Program Service Member Documents	I-1
APPENDIX J - Rental Partnership Program Landlord Documents	J-1
APPENDIX K - Complaint Inspection Checklist	K-1
APPENDIX L - Glossary	L-1

CHAPTER 1
ELIGIBILITY FOR NAVY HOUSING REFERRAL SERVICES

1. Background. The purpose of the Navy Housing Referral Service (HRS) program is to provide customer-centric housing services that are proactive, well marketed and communicated to our customers. Housing Service Center counselors should educate customers on the full range of support and arrival, sustaining and departure housing services available at their current or future duty station.
2. Scope. This chapter identifies the customers of the Navy HRS program.
3. Policy. The HRS supports all Navy installations and joint Region or joint base installations, where Navy is the lead service, with accompanied and unaccompanied military personnel assigned who are authorized to live in government-owned or leased quarters, Public-Private Venture (PPV) or community housing. Authorized personnel include:
 - a. Department of Defense (DoD) military personnel, including active guard reserve personnel.
 - b. DoD civilian (appropriated funds and nonappropriated funds) and DoD-sponsored contractor personnel and their dependents; United States (U.S.) hire, continental U.S. (CONUS) hire or local hire civilians and DoD-sponsored contractors in foreign locations; military retirees and reservists CONUS and outside CONUS (OCONUS); DoD dependents school personnel; other U.S. DoD civilian or DoD-sponsored personnel in foreign locations entitled to an overseas housing allowance or a living quarters allowance; and designated caregivers, who are referred by their Navy Safe Harbor - Wounded Warrior non-medical care manager, for Service Members wounded, injured or with an illness that prevents him or her from providing self-support.
 - c. Non-DoD Personnel. Coast Guard personnel, non-military uniformed personnel of the National Oceanic Atmospheric Administration, the U.S. Public Health Service, personnel of the Red Cross, United Services Organization and other civilian employees (e.g., U.S. or third-country national bank and key contractor personnel) serving on DoD military installations in foreign countries or U.S. territories and possessions.
 - d. Foreign Nationals. Where a specific agreement exists between a foreign government and the U.S., foreign nationals will be provided housing services by the terms of that agreement for that particular country. In the absence of such an agreement, those in the personnel exchange program, foreign military sales, trainees in the international military education and training program or enrolled in military colleges or educational facilities, are eligible for referral services.

CHAPTER 2
REQUIREMENTS FOR OPERATING REFERRAL

1. Background. Navy Housing is mandated to provide Housing Referral Services (HRS) to authorized personnel, per reference (a), enclosure (2), section 5. This chapter outlines the minimum level of services that must be provided by the HRS.
2. Scope. The HRS program is established within the Fleet and Family Readiness Program (N9) at the Headquarters, Region and Installation levels. In foreign locations or at relatively small installations, a combination of services and programs is authorized; however, strict adherence to all fiduciary limitations or status of forces agreement requirements, is mandatory.
3. Policy. Functions of the HRS at a minimum must include:
 - a. Conducting all housing activities in a manner which is free from discrimination and provides equal opportunity and treatment for all personnel.
 - b. Establishing and maintaining a close and cooperative relationship with military and civilian resources. The Housing Service Center (HSC) will participate in and conduct briefings and training for the partnerships established to communicate and educate all concerned on military culture, challenges, program dynamics and needs.
 - c. Managing the HRS using enterprise Military Housing (eMH) per reference (d). eMH is the established authoritative source for housing and is required to be used for all Department of Defense Housing operations.
 - d. Following the Housing Early Assistance Tool (HEAT) business rules, per chapter 3, to process housing requests received via HEAT.
 - e. Providing comprehensive home finding services to customers, per chapter 5.
 - f. Implementing cost savings programs to customers, including the Rental Partnership Program (RPP), per chapter 7.
 - g. Developing a full and complete inventory of property listings, per chapter 6. Listings will indicate handicap accessible properties or units that meet the Americans with Disabilities Act (ADA) or local foreign country code requirements to better serve those in the Exceptional Family Member Program, Navy Safe Harbor - Wounded Warrior Program (per reference (e), chapter 3) or if the HSC is located near military or civilian medical facilities and rehabilitation centers.
 - h. Maintaining a listing of housing and landlords against which restrictive sanctions have been imposed by the CO.

- i. Using the issue resolution program for the resolution of complaints filed by the community landlord, PPV manager or authorized personnel, per chapter 8.
- j. Performing inspections of properties per chapters 5, 6 and 7.
- k. Ensuring the availability of equal opportunity in off-base housing and educating customers about their protections under Federal, state and local fair housing laws as applicable. Investigating and reporting all alleged discrimination acts. Taking appropriate actions to mitigate complaints and coordinating sanctioned actions with the local command, following up to ensure completion of all required actions, per chapter 8.
- l. Administering Temporary Lodging Allowance (TLA). TLA is authorized to partially reimburse a Service Member for more than normal expenses incurred while occupying temporary lodging as outlined in reference (f), chapter 9, part c. Service Members usually receive TLA upon initial arrival in outside the continental United States and foreign locations; immediately after vacating government, privatized or community housing to execute a permanent change of station move and when a Service Member must vacate permanent quarters for reasons beyond their control, either permanently or temporarily. When designated by the installation CO, the HSC counselors will:
 - (1) Certify TLA claims for the Service Member or dependents or both, to receive TLA payments, either upon arrival, departure or another authorized reason.
 - (2) Ensure the Service Member is thoroughly familiar with TLA entitlement requirements and limitations.
 - (3) Document all TLA in eMH within the person module under the TLA tab.
 - (4) Review the TLA program annually to ensure HSC compliance with governing directives, efficiency of administration and quality of service to Service Members.
- m. Use technology to the fullest to provide service to customers around the world, ensuring installation Commander, Navy Installations Command Web sites are well-maintained and updated on an annual basis. In addition, ensure the DoD premier web sites for housing and all other information (Military One Source and DoD military installations) are updated to reflect the most current housing information.
- n. Collect the Home Finding Survey, as outlined in the CNIC desk guide, referral and move-in survey. The Installation Program Director (IPD) will review survey results quarterly. Annually, the IPD will develop and implement action plans to address and improve customer satisfaction with the referral program and processes and request changes to the questionnaire as needed to ensure the survey reflects program requirements.

CHAPTER 3

HOUSING EARLY ASSISTANCE TOOL

1. Background. The Navy Housing Service Center (HSC) is responsible for assisting customers in finding different types of housing to include privatized, government-owned, government-leased, community or Rental Partnership Program (RPP) housing. The Housing Early Assistance Tool (HEAT) provides customer-focused services that assist Service Members and their families in locating housing during PCS moves. The goal of HEAT is to engage customers earlier in the PCS process, allow customers to engage with multiple installations, import customer information directly into enterprise Military Housing (eMH), streamline eligibility determination and increase opportunities for marketing privatized housing to customers. These goals are achieved through an automated interface for customers. HEAT may be used to request information, request assistance in locating community referral housing or to begin the application process for government or privatized housing.

2. Policy

a. Per reference (a), enclosure (3), section 4, it is Department of Defense and Commander, Navy Installations Command policy to provide housing-related relocation assistance. The HSC must be proactive in their efforts to communicate current, up-to-date, housing information to all eligible personnel. This includes information on Public Private Venture housing, government-owned or leased units, community assets, local cost savings programs and other pertinent information depending upon installation requirements.

b. To standardize the level of service provided across the Navy, the HSC will follow the business rules contained in appendix B to process housing requests received via HEAT. The HSC will also use e-mail templates, contained in the business rules, to provide required information to the customer. The HSC at individual installations may customize the e-mails to include additional information.

3. Procedures. The HSC must:

a. Process each request per the HEAT Business Rules (appendix B).

b. Receive requests through the Family Housing Module (FHM) component of eMH per the HEAT application training found in eMH training tools under the FHM category.

CHAPTER 4
PUBLIC-PRIVATE VENTURE REFERRAL

1. Background. The Housing Service Center (HSC) and Public Private Venture (PPV) property manager work closely together at continental United States and Hawaii installations. This manual, in coordination with the PPV project business agreements, will assist HSC staff in executing their responsibilities to determine eligibility and provide the applicant's contact information to the PPV property managers. The customer may contact the Navy HSC using whatever medium they choose, including e-mail, the Housing Early Assistance Tool (HEAT), telephone or in person. Regardless of the contact method, the housing counselor will follow the same process for assisting the customer, when referring them to the PPV property manager.

2. Responsibilities

a. Assist customers eligible for PPV housing. Primary customers for referral to PPV housing are DoD military personnel, including active guard reserve personnel, receiving a with-dependent housing allowance; non-DoD personnel include Coast Guard personnel, as defined in chapter 1, receiving a with-dependent housing allowance.

(1) The gaining HSC assists incoming customers by explaining the installation-specific PPV project; local landlord-tenant statutes; and specific PPV housing information (to include size, amenities and wait times of homes); and facilitating in-person meetings between the customer and PPV property manager when possible.

(2) The losing HSC will assist the customer with obtaining PPV housing information at the gaining installation and guidance for completion and submission of the advance customer contact information.

(3) When possible, the HSC will work with the PPV Property Manager to accommodate customer requests for door-to-door moves.

(4) All HSCs will assist military customers who are not transferring to a new duty station, but wish to consider moving out of or into, PPV housing. The HSC will provide counseling regarding alternative housing options.

b. HSC responsibilities for referral of primary customers to PPV housing include the following:

(1) Pre-determine customer eligibility for PPV housing.

(2) Provide pre-determined eligibility information to the PPV Property Manager when the customer consents.

(3) Determine the customer's formal eligibility for PPV housing.

(4) Provide formal eligibility information to the PPV Property Manager when the customer consents.

(5) Process housing applications (DD Form 1746 Application for Assignment to Housing).

(6) Add customer name to the appropriate housing wait list.

(7) Refer the customer to the PPV Property Manager.

(8) Manage the housing wait lists.

c. The HSC also provides application intake for other affiliated personnel applicants listed on the PPV referral priority list (“waterfall”), as articulated in the business agreement, which may vary by project. The HSC does not assist non-affiliated civilians, the last category on the waterfall. Non-affiliated civilians are directed to the PPV property manager.

d. Perform monthly oversight of PPV eligibility, including verifying projected rotation dates (PRD) and contacting Service Members with past PRDs.

3. Determination of Eligibility. The local Navy HSC staff must determine each primary customer’s eligibility to live in privatized housing. When the customer cannot provide all required documents to make a determination of eligibility, the housing counselor will make a pre-determination of eligibility.

a. Pre-determination of eligibility can be completed using any official records, as well as verbal or written confirmation of family status, number of dependents or estimated date of arrival.

b. A customer is pre-determined as eligible to live in privatized housing when the customer verifies they are an active duty Service Member accompanied with dependents or spouse of an active duty Service Member.

4. Allowance Standards and Bedroom Eligibility. Eligibility determination is based on both pay grade and family composition. The HSC will apply the following eligibility standards to provide equitable availability of housing to all primary customers. Eligible civilian employees sponsored by the command when provided Navy PPV will be eligible for the same minimum space standards or bedroom allotment as their military equivalents, as defined in reference (a), enclosure (3), section 2f.

a. By Pay Grade. Referral by pay grade is subject to inventory availability. Minimum standards based upon pay grade are as follows:

(1) Officers (O-6 and above) are eligible for a minimum of four bedrooms where available.

(2) Officers (O-1 through O-5), (W-1 through W-5), (O-1E through O-3E) and senior enlisted personnel (E-7 through E-9) are eligible for assignment to a three-bedroom unit. The Housing Authority (HA) has discretion (depending on inventory and local conditions) to establish a three-bedroom minimum assignment policy for these personnel.

(3) Junior enlisted personnel (E1-E6) bedroom eligibility is based on family composition.

b. Family Composition. Where inventory permits, families will be eligible for one bedroom per dependent (not including the sponsor's spouse) and a separate bedroom for married dependent parents.

5. Occupancy Considerations. Occupancy of PPV housing units for primary customers is supported by the following, where inventory allows:

a. Dependent parents will be assigned one bedroom per couple if married and separate bedrooms if not married.

b. Each dependent child should have a private bedroom. If inventory does not support this consideration, assignment will be based upon the following criteria:

(1) No more than two children should share a bedroom, unless the HA approves an exception to policy.

(2) A child 6 years of age or older should not share a bedroom with a child of the opposite sex.

(3) A child 10 years of age or older should not be required to share a bedroom.

(4) An adult child with disabilities should not be required to share a bedroom.

c. Service Members who have joint legal and physical custody of dependent children for at least 6 months or 50 percent of the time, will be considered for appropriate bedroom eligibility. Service Members must provide legal proof of custody. Legal proof of custody is a divorce decree or court issued custody paper work.

d. An unmarried dependent child under 23 years of age who is enrolled full-time (i.e., course load of 12 hours or more) in an institution of higher learning, will be counted as a family member when determining bedroom eligibility, provided the child will be residing with the sponsor for at least 6 months a year.

- e. The PPV Property Manager may approve an additional bedroom for a live-in aide.
- f. When the sponsor or spouse is pregnant (requires doctor certification), the sponsor may apply for and occupy housing with a separate bedroom for the expected child.
- g. Additional bedrooms will not be required for persons not enrolled in the Defense Enrollment Eligibility Reporting System (DEERS) as a dependent (i.e., short-term foster child or foreign exchange student).
- h. Additional bedroom allowances will not be considered for purposes other than providing a sleeping area for dependents. Establishment of an approved home business does not qualify a Service Member for additional space.

6. Application for PPV Housing

a. A primary customer may begin the application process for PPV housing at any time. However, an application received prior to the customer's control date is considered an advance application and will not be placed on the wait list. An advance application will result in the customer being placed on the advance customer contact list. All applications completed on or after the control date will be placed on the appropriate wait list.

(1) Advance submittal of applications is recommended to allow advance planning by the housing office and to assist the Service Member in obtaining information about the housing situation at the receiving location.

(2) To receive advance information about housing at a prospective duty station, Service Members may use HEAT. HEAT allows Service Members and their families to begin the home finding process at one or more locations before or after they receive their permanent change of station (PCS) orders. The HSC counselor will process all HEAT inquiries using the HEAT business rules, found in appendix B.

b. The HSC staff will assist customers in completing their housing application. The customer can obtain the required forms online or through the HSC. The HSC staff will collect all required forms and paperwork from the customer:

- (1) Application for Assignment to Housing (DD Form 1746).
- (2) Copy of PCS orders.
- (3) Dependency record.
- (4) Sex Offender Policy Acknowledgement and Disclosure Form (CNIC 11103/A).

(5) Detaching endorsement from last permanent duty station.

(6) Other supporting documents as needed.

c. The housing counselor, using the application package, will determine the customer's eligibility for housing, including number of bedrooms.

d. Individuals identified as registered sex offenders are not eligible for PPV housing per reference (g), section 3, except where waived for the Secretary of the Navy (SECNAV) by the Region Commander (REGCOM). Reference (g), enclosure (2), provides guidelines for waiver requests of those not eligible as specified herein.

7. Application Procedures

a. Applications for PPV housing by primary customers will be made on a Application for Assignment to Housing (DD Form 1746). A complete application package includes a copy of the Service Member's PCS orders, Sex Offender Policy Acknowledgement and Disclosure form (CNIC Form 11103/1), detaching endorsement and a certification of dependents. Examples of dependent certification documents are NAVPERS 1070/602 Record of Emergency Data/Dependency Application (Page 2); or a signed or approved DD Form 1172, Application for Uniformed Services Identification Card (DEERS enrollment).

b. Applications for housing may be submitted to the receiving HSC at any time following receipt of PCS orders or promulgation of homeport change per reference (h), section 222.3. Applicants for PPV housing will be informed promptly of their eligibility for and availability of, housing.

c. Managing the Application in Enterprise Military Housing (eMH). The installation is responsible for managing the application process using eMH per reference (d), appendix 2. eMH is the established authoritative source for housing and is required to be used for all DoD Housing operations.

8. Creating Advance Applications and Customer Contact List

a. A customer may begin the application process for privatized housing at any time by completing the Application for Assignment to Housing (DD Form 1746). Applications received prior to their control date are considered an advance application. This includes all incomplete application packages received in person or electronically.

b. All advance applications will result in the customer being placed on the advance customer contact list. The HSC will enter the customer application into eMH or use their HEAT application to create an advance application. Advance applications must be input into eMH. To do this the HSC housing counselor must:

- (1) Create or update the person record in the Family Housing Module (FHM) of eMH.
- (2) Assign the person to the advance customer contact list (advance wait list) in the wait list tab of eMH.

c. The HSC counselor must counsel the customer on the wait lists. It is imperative the customer understands the advance customer contact list is not the wait list.

d. The HSC will provide the advance customer contact list, including customer contact information, to the PPV property manager by sharing:

- (1) The wait list from eMH, FHM by selecting “Refer to Partner” (upon input).
- (2) The advance application contact info report, located in the installation’s eMH AdHoc report folder (weekly).

9. Providing Customer Contact to PPV

a. A primary customer can communicate with the PPV property manager at any point in the home-finding process, regardless of whether they have completed an application. Once the customer makes contact with the Navy housing counselor for home-finding services and executes an approved information release document (appendix C), the HSC will provide the customer contact information to the PPV property manager.

b. Consent to Share Customer Contact Information. All HSCs are required to receive consent before relaying customer information to the PPV property manager. Consent can be obtained in person, via HEAT, in writing or verbally.

c. The customer contact information will be provided to the PPV property manager on a daily basis, regardless of application status.

(1) For those customers who make contact through HEAT, the HSC will share the early application list search, located in the installation’s eMH AdHoc report folder, on a daily basis.

(2) For all other customers, when the HSC cannot put the customer directly in contact with the PPV property manager, the HSC will provide to the PPV property manager the following customer information:

- (a) Customer name, rank and contact information.
- (b) Counselor’s pre-determination of eligibility.
- (c) Other needs and requirements provided by the customer.

d. Compliance Tracking in eMH. For CNIC Headquarters, Region and Installation compliance tracking purposes, the HSC Housing Counselor will track all home finding customers using eMH in both the FHM reception module and person record. The HSC will follow the direction in the eMH eligibility standard operating procedures document.

10. Wait List Management

a. The HSC will establish and maintain a wait list of primary customers who have applied for PPV housing. Revisions or updates to the lists will be made, at a minimum, every 30 days.

b. The HSC will maintain wait lists for those requesting PPV housing. The customer will be placed upon the appropriate wait list based upon bedroom eligibility and pay grade. Customers may request in-writing to be placed on a wait list with fewer bedrooms than they are eligible as long as there are no conflicts with local occupancy laws or the PPV business agreements. Where local housing areas are designated for separation of officers and enlisted personnel, separate wait lists will be maintained. The following wait lists will be established, as allowed by housing inventory:

(1) Officers by bedroom eligibility.

(2) Enlisted by bedroom eligibility.

(3) Advanced customer contact list.

(4) For the metro areas of San Diego, Hampton Roads and Joint Base Anacostia-Bolling, the Region, at its discretion, may decide to maintain wait lists by neighborhood and installation or by neighborhood only for the housing area. Flexibility to allow Service Members to be placed on either a single wait list for the housing area or a wait list for each installation will be a Region decision.

c. Position on the wait list for PPV housing is based on:

(1) Priority of the applicant.

(2) Control date established for placement.

(3) Designation of housing for which the customer is eligible (i.e., enlisted, officer, student, eligible civilian billet, etc.).

(4) Bedroom entitlement by family composition and rank.

d. Control date, along with assignment priority, determines a Service Member's position on the wait list.

(1) Housing Applicant Control Dates. Eligible personnel must apply for housing and confirm their application within 30 calendar days of report date to the new permanent duty station in order to receive the effective date of application for assignment to housing. If the Service Member does not apply or confirm their housing application within 30 days of report date, the control date is the date the HSC receives the complete application package. Advance applications do not influence the control date.

Housing Applicant	Control Date
New Military Personnel (those reporting for initial permanent station tour)	NO EARLIER THAN enlistment or entry into the Navy.
Career Military Personnel	<p>The date of detachment from the previous permanent duty station if the application is submitted within 30 days of the reporting date; or the date of receipt of the application by the HSC if application is not submitted within 30 days of the reporting date.</p> <p>The date of promulgation on the Chief of Naval Operations (CNO) message for change in homeport certificates.</p> <p>The date of promulgation on the CNO message for pre-commissioning or new ships.</p>

Table 4-1, New and Career Military Personnel Control Dates

(2) Sponsors of Equal Bedroom Eligibility with the Same Control Date. When Service Members are of unequal grade, the more senior member will take precedence. In the case of applicants of equal grade and date of rank, the Service Member with the greatest length of service will precede the other on the wait list.

e. Priority Position on Wait List. Eligible primary customers will be placed on the wait list with their established control date based on the following order of priority.

(1) Priority 1. Key and essential Service Members and civilians, including special command positions.

(2) Priority 1A. Commanders and Commanding Officers of major commands at sea in pay grade O-6 (reference (i), chapter 3); Master Chief Petty Officer of the Fleet or Force; host

Command Master Chief Petty Officer; current Navy-wide fleet or shore Sailor of the year, Service Members enrolled in the Navy Wounded Warrior – Safe Harbor program per reference (e), chapter 3 and sponsors with family members in Exceptional Family Member (EFM) levels IV and V. 1A priority status is afforded to Wounded Warriors and EFM levels IV and V to house them quickly and adequately. Personnel with priority 1A status who specify a preference for a particular neighborhood may be placed on that specific wait list; however, their status will be changed to priority 2.

(3) Priority 2. All sub-categories are equal and Service Members will be placed on the wait list by order of control date.

(a) Service Members, including active guard reserve personnel, assigned or attached for duty at the installation (including deployable ships or units).

(b) Foreign North Atlantic Treaty Organization personnel assigned for duty at the installation.

(c) Independent duty personnel of any Service assigned or attached for duty or working at activities, within a 1-hour commute during rush hour of the installation or of a housing complex serving the installation. If there is more than one installation with military family housing (MFH) within commuting distance of the independent site, the nearest one will be the MFH provider unless another installation consents to a transfer of the responsibility.

(d) National guard and reserve personnel, serving on active service (active duty service or full-time national guard or reserve duty) that are assigned to or attached for duty at the installation or within a 1-hour commute during rush hour of the installation or of a housing complex serving the installation.

(4) Priority 3. Does not apply for PPV housing.

(5) Priority 4. National guard and reserve personnel on active guard and reserve duty pursuant to an active duty or full-time national guard for a period of 180 consecutive days.

(6) Priority 5. Unaccompanied military families.

f. Freeze Zone

(1) The relative position of the top 10 percent of primary customers on each housing wait list will be stabilized and normally will not be altered by placing new arrivals within this zone, regardless of grade or duty assignment. This portion of the wait list is called the freeze zone, from which referral to PPV housing will be made.

(2) Exceptions are personnel in key and essential billets. Incumbents of designated key and essential billets are placed at the top of the freeze zone without displacing personnel who have received a firm commitment for PPV housing assignment. Where anticipated assignment to PPV housing for personnel on the wait list is scheduled to occur within 60 days, the freeze zone may be temporarily extended beyond the top 10 percent to include such personnel.

(3) Applicants in a deferred status will not be placed in the freeze zone until 60 days prior to the deferral date.

g. Maintaining the Wait List

(1) Revisions or updates of the housing wait list will be made, at a minimum, every 30 days. Procedures for managing the wait list must comply with the Privacy Act. The HSC should counsel customers on the requirement to notify the HSC of any changes in eligibility or entitlement.

(2) When there is an extension of tour or reassignment to the same geographic area, the member may remain on the wait list with the original control date.

(3) Occupancy of PPV housing by a Service Member's dependents at one location will not prevent a Service Member from going on a wait list at the new location.

h. Managing the Wait List in eMH. The installation is responsible for managing the wait list using eMH per reference (d), appendix 2. Based on the size of the project, geographic characteristics of the housing sites and variances in types of housing construction, the HSC in conjunction with the PPV property manager, have the option to establish unique wait lists if it better serves the customer or can be shown to improve the financial viability of the PPV project. Any decision to create these additional wait lists shall be documented and kept on file at both the HSC and PPV property manager's office.

i. Wait List Operational Rules. The HSC manages the list using the following rules.

(1) An applicant may elect, in writing, to be placed on a wait list for housing with less bedrooms than that authorized. If housing is assigned under this procedure, residents will be considered adequately housed for the remainder of the lease agreement.

(2) An applicant may elect, in writing, to be placed on a wait list for housing with one bedroom more than that for which qualified. This may be done when:

(a) Sponsor or spouse is pregnant (as confirmed by medical authority) upon arrival at the installation.

(b) Adoption of a child has been approved by a court of competent jurisdiction.

- (3) Applicants may not be on more than one adequate housing wait list at one time.
- (4) Pregnant military personnel, otherwise without family members, may be placed on the wait list when pregnancy is confirmed by medical authority.
- (5) Applicants selected for a higher pay grade may elect, upon verification of selection, to be placed on the wait list for housing designated for their selected grade. Personnel who are selected for a higher pay grade while occupying adequate housing may be authorized to go on the selected pay grade wait list at the discretion of the HA.
- (6) If an applicant opts to change from one wait list to another 30 or more days after the report date, the date the requested change is approved becomes the new control date to be used to establish the customer's position on the new list. The original control date established at the time of the PCS move is no longer germane.
- (7) Sponsors will not be placed on a wait list at the gaining installation prior to detaching from the losing installation.
- (8) When a Service Member is ordered on PCS with temporary duty enroute, the spouse is authorized to apply for housing at the new duty station prior to the arrival of the sponsor. The effective date of the assignment to housing will not be earlier than the detachment date from the sponsor's previous permanent duty station.
- (9) If a Service Member is unable to accept housing for reasons beyond their control (for example, hospitalization, emergency leave, restrictive lease clause, unavoidable delay of family's arrival, etc.), the Service Member will retain their relative position on the wait list without penalty. An applicant can give the HSC notice of an inability to accept PPV housing until on or after a specified future date. If notice is given prior to an offer of PPV housing, the applicant will be deferred until that future date. Such action will not adversely affect that applicant's position on the wait list. Applicants in a deferred status will not be placed in the freeze zone, until within 60 days of the defer date.

i. Non-Acceptance of PPV Housing

- (1) A balance must be maintained between housing options for the Service Member and occupancy for the project. Each Region will establish a reasonable housing declination policy for their installations that allow Service Members choices within a defined time period not to exceed 2 weeks.
- (2) One turndown of PPV housing should be allowed without adversely affecting an individual's position on the wait list.

(3) If a second offer of adequate housing is declined, the Service Member's name will be placed at the bottom of the wait list. Additionally, the Service Member declining a specific offer of PPV housing will sign a statement acknowledging the declination and the impact of their position on the wait list.

(4) If the PPV property manager is unable to contact the applicant on the wait list to offer PPV housing, the next applicant will be offered the available home. If the applicant cannot be reached within 30 days, it will be considered a refusal of PPV housing.

j. Unique Consideration. Dependents of members on indeterminate temporary duty or temporary additional duty in excess of 12 consecutive months, who are approved to remain at the previous duty station and occupy billeted quarters, may be required to relocate to alternate suitable PPV housing not designated billeted quarters, at no cost to the Service Member per reference (f), section 5222.

k. Change to Eligibility on the Wait List

(1) When eligibility changes while on a wait list, the original control date will continue to be used in instances which cause the member to be placed on another wait list, such as: (1) promotion or frocking resulting in eligibility for a higher-grade category of housing; (2) a change in priority status or (3) change of eligibility for number of bedrooms. If the control date would place member in the freeze zone on the new wait list, the Service Member's name will be placed immediately below the freeze zone.

(2) When eligibility changes due to change of rank while residing in PPV housing, the Service Member's control date will be the date the HSC is notified of the change. The Service Member may be placed on the wait list for PPV housing for which they are eligible.

11. Pre-Leasing by the PPV Property Manager. Pre-leasing is a planning tool and not a legal process requiring a signed lease. The pre-leasing process is used to plan future occupancy of PPV housing, estimate wait times for customers, enable customers to meet lease notice obligations they may have with current community landlords and project trends in upcoming workloads for the PPV housing office. Customers use this information to start the planning process with personal property office. The PPV property manager will not require a Service Member to sign a lease prior to arriving at the installation and viewing the property.

12. Assignment to PPV Housing. The physical assignment of homes to primary customers is the responsibility of the PPV property manager and is accomplished per the PPV project's business agreements. Information concerning assignments, assignment trends, customer feedback about assignments and procedural concerns with the assignment process are shared with the HSC to be used as part of the planning process for the out-years.

13. Affiliated Civilian Process

a. The HSC provides application intake for affiliated civilian applicants for PPV housing. The HSC will collect all required forms and paperwork:

- (1) Application for Assignment to Housing (DD Form 1746).
- (2) Sex Offender Policy Acknowledgement and Disclosure Form (CNIC 11103/A).
- (3) Other supporting documents as needed.

b. Once the completed application package is collected, the HSC will input the affiliated civilians into eMH.

c. The HSC will verify affiliated civilian status and refer the customer to the PPV property manager.

14. Termination of PPV Housing. Termination of PPV leases is the responsibility of the PPV property manager and is accomplished per the signed lease agreement. The PPV partner conducts termination inspections, monitors lease periods, receives notices to extend or not extend leases, receives notice of PCS or expiration of term of service from customers, plans between-occupant maintenance and projects estimated downtimes to units. The HSC plays no active role in the termination phase, but does receive information from the PPV property manager concerning intent to vacate.

15. Tracking Home Finding Customers in eMH. For CNIC Headquarters, Region and Installation compliance tracking purposes, the HSC counselor will track all home finding customers using eMH, both in the FHM reception module and person record.

CHAPTER 5
HOME FINDING

1. Background. The HSC must provide eligible personnel with Housing Referral Services (HRS). Home finding is a core process of the HRS.
2. Scope
 - a. Personnel Authorized Basic Allowance for Housing (BAH) or Overseas Housing Allowance (OHA) will retain freedom of choice in the selection of housing accommodations. Service Members may elect to reside in government-owned or leased units, privatized housing or community housing. HSC counselors will ensure customers are aware of all options available at their location and will provide assistance to allow customers to locate suitable and affordable housing quickly.
 - b. In overseas locations, consideration must be given to requirements of the Status of Forces Agreements (SOFA), local customs and laws of the host nations. Unless restricted by the SOFA where host nations provide on-base housing to meet all the installations' housing requirements, the Navy will rely on private sector housing where OHA is provided as reimbursement for housing costs. Exceptions in Outside the Contiguous United States (OCONUS) locations are those situations where competent authority has imposed restrictions due to health and life safety or sanctions due to validated discrimination complaints. An additional exception in OCONUS locations is when direct assignment to government-owned or leased housing is implemented.
3. Policy. Counsel authorized personnel on services offered by the HSC. This includes, but is not limited to:
 - a. Maximum BAH or OHA benefits. Counseling should include Service Members' awareness of BAH or OHA payments for rent, allotment options, average utilities costs and renters or homeowners insurance for privatized and community homes. Information concerning BAH and privatized homes will be included in counseling sessions, etc., as well as be provided to Fleet and Family Support Centers for inclusion in welcome aboard packets.
 - b. Availability of government-owned or leased units, privatized and community assets; commute times; review of leases per appendix D; lease negotiations to ensure rental prices reflect current market conditions; unit condition discrepancies or maintenance and repairs required, are clearly identified prior to move in, etc.; assistance with utility hookups and deposits; home buying and selling and landlord-tenant issue resolution; showing services in foreign locations and where required in the Continental United States (CONUS).
 - c. Where applicable, process applications for government-owned or leased, privatized and community housing. Advise customers of the wait list process, including projected availability.

d. Assist customers displaced by landlord foreclosures. Service Members displaced by foreclosure can be eligible and authorized for a local move into community housing or government-owned, government-leased or privatized housing.

e. Develop and coordinate counseling and referral services for all eligible outgoing Service Members as to the services offered by the gaining HSC. Reach out to the gaining installation to assist the customer in finding information concerning housing availability, current wait times, community assets and costs, web links, points of contacts, etc.

f. For Public Private Venture (PPV) family housing, all incoming Service Members will be encouraged to discuss PPV housing with the local PPV property manager. Once the customer contacts the Navy HSC counselor for home finding services and provides consent, the HSC will provide the customer contact information to the PPV property manager. The customer contact information will be provided to the PPV property manager for marketing purposes daily, regardless of application status. Customers may contact the PPV property manager directly at any time during the home finding process.

g. HSC counselors should be knowledgeable of overall lease requirements for their location, such as landlord and tenant rights and responsibilities.

h. For overseas and foreign locations, the HSC will also counsel customers on:

(1) Service Members' requirement to have all leases certified through the HSC to receive OHA and, in most instances, supplemental furnishings. This is to ensure the lease is in compliance with all tenant-landlord laws of the location and other factors imposed by the installation. The HSC verifies the lease does not authorize improper use of the OHA, per reference (f) and any applicable Department of State regulations. The HSC will coordinate with base legal department to ensure lease contracts meet the intent of the host nation, U.S. laws governing rentals and OHA payments.

(2) Ensure all authorized personnel are aware of maximum OHA and utility and recurring maintenance benefits (rent, utility and maintenance payments) as authorized by reference (f). Ensure authorized personnel are aware of cost of living allowance. Information concerning OHA payments will be included in all welcome aboard packets, counseling sessions, etc.

(3) Ensure all authorized civilian personnel are directed to the respective human resources office for obtaining information on living quarters allowance and post allowance benefits.

(4) Provide additional services, such as showing services, lease negotiation, language translation, arranging for utility and phone hookups, etc. Every effort will be made to ensure Service Members understand their roles, responsibilities, timeframes required for each aspect of moving and living in overseas and foreign locations and laws governing specific aspects of conduct (e.g., tenant rights). Translation services will not be provided for Service Member's personal matters, but limited to issues related to their housing needs (e.g., maintenance requests, utility outages).

4. Procedures

a. Home finding services can be conducted in person, over the phone, by e-mail or using the customer's preferred method of communication.

b. The HSC counselor will use the Home Finding Checklist (appendix E) to determine customer housing requirements and preferences.

c. Counseling should include providing all available housing options for the customer, including PPV, Rental Partnership Program (RPP), community listings, government-owned and government-leased. The HSC counselor provides this information to allow the customer to make the final housing decision.

d. Provide a list of appropriate web sites for installation information including: HOMES.mil, school ratings, crime statistics, command and housing programs, etc.

e. Develop resources and relationships with internal and external agencies and programs to assist in improving HRS, including, but not limited to:

(1) Navy Relief; chaplains; Red Cross; Navy legal assistance; ombudsman; Navy spouse clubs; Navy Lodge; personal property, school liaison office and traffic management office; personnel support detachment; police, security and fire departments and other Department of Defense (DoD) components and military services.

(2) Commanding Officers (CO), Executive Officers, Command Master Chiefs, ombudsmen and other departments, to ensure their awareness of various programs and services the referral program provides to Service Members relocating to or from the area.

(3) Connection should be made with the FFSC to ensure all HSC counselors are provided with vital information on the various services or programs provided through their FFSC:

(a) This may include school lunch programs, the Relocation Assistance Program (RAP), command sponsor program, the Exceptional Family Member Program, emergency preparedness and response, homeowner assistance program, sexual assault prevention and

response, financial counseling and others depending on size and location of the installation and staffs.

(b) In addition, the HSC will provide the FFSC information on various HRS services and programs available to Service Members (RPP, utility deposit waiver program, showing services, etc.) for inclusion in RAP, welcome aboard packages and any counseling sessions.

(4) Network with community support organizations, such as school and school boards or installation school liaison officers; utility companies; police, fire and safety; social services; transportation; local housing authority; building inspection and code enforcement; motel and hotel associations; mortgage banking and lending institutions; local media; property owners; apartment owners associations; board of realtors; chamber of commerce and others; after appropriate authorization from the command staff (e.g., public affairs office, CO, etc.).

5. Lease Agreements

a. HSC counselors at U.S. locations (including Guam and Hawaii) will advise Service Members regarding the Service Member's Civil Relief Act, 50 U.S.C. App §§ 501-596, as a condition of lease signing. Where appropriate or as required, the Military Clause will be revised to reflect these conditions. In foreign locations, leases will include caveats which allow eligible personnel to relocate due to receipt of permanent change of station orders to government-owned or leased housing, another duty location, long term temporary duty, etc.

b. For foreign locations, use of a standardized local lease may be used, provided the lease includes all provisions required by the United States or SOFA and has been approved by the base legal department.

CHAPTER 6
LISTINGS MANAGEMENT

1. Background. Per enclosure (3), section 4, the Housing Service Center (HSC) must develop a full and complete inventory of property listings. The manual specifically states that the role of the HSC is to ensure that eligible personnel and their families have access to affordable, quality and non-discriminatory housing.

2. Policy

a. The HSC will maintain short and long-term rental listings which reflect a wide price range within the commuting area.

b. All landlords must certify they offer non-discriminatory housing.

c. The HSC may elect to exclude properties that are located within the current year's BAH excluded census tracts. There is no requirement for the HSC to inspect or list these properties.

d. HOMES.mil and the enterprise Military Housing (eMH) referral module are the only authoritative and mandatory Navy tools for listing rental properties.

e. Properties will be inspected upon initial listing per appendix F. Inspections will meet minimum standards of adequacy outlined in appendix G.

f. Listings will be inspected a minimum of every three years or sooner, as required by changes in the building status. Customers may request inspections due to safety, security, cleanliness or to investigate landlord-tenant issues.

g. Homes will include hot and cold running potable water. In some foreign areas, construction standards for community housing may not provide for potable running water. In such locations, installations will establish local policy and guidance to ensure a continuous supply of potable water is made available.

h. Listings will indicate handicap accessible properties or units that meet the Americans with Disabilities Act or local foreign country code requirements to better serve those in the Exceptional Family Member Program, Navy Wounded Warrior – Safe Harbor Program, or if the HSC is located near military or civilian medical facilities and rehabilitation centers.

i. Listings should also contain short-term leases where allowed (less than one year) to accommodate Service Members with temporary housing needs or for those stationed in the area for educational or training purposes.

j. Listings should be within a one-hour commute of the installation during normal rush hour travel times or within other limits imposed to satisfy mission requirements or both.

k. Maintain listings of housing and landlords against which restrictive sanctions have been imposed by the Commanding Officer (CO). Restrictive sanctions will be imposed for a minimum of 180 days and will continue until the landlord has agreed in writing to a policy of nondiscrimination. Restrictive sanctions are effective against the landlord, the identified facility and all other facilities owned or operated by the landlord.

l. All personnel reporting to the HSC for Housing Referral Services assistance will be provided with a copy of the restrictive sanction list and will acknowledge, by signature, receipt of the list. Units listed in eMH and HOMES.mil will be made unavailable during the sanction period by placing an "MHO Hold" on the property. The HSC will also provide the list of off-limits properties determined by the installation CO.

3. Procedures

a. The HSC must bring in new properties and landlords to ensure adequate housing inventory for customers. To do this, the HSC will:

(1) Market to Landlords. The HSC must actively solicit community housing listings through advertising, personal calls and other forms of marketing and communication. Contact, coordinate and network with property owners, landlords and others who list rentals or sales. Contact can be accomplished by advertisements in local newspapers, rental guides, other media, as well as via phone calls, site visits, e-mail or other means.

(2) Reach out to military homeowners to consider renting homes.

b. To ensure all listing requirements are understood, the HSC must post and share all requirements, including inspection criteria and non-discrimination statements. Requirements must be made available online and wherever housing information is provided, to include, but not limited to, housing web sites, the HSC lobby, welcome books and by request via e-mail, fax or in person.

4. Minimum Standards of Adequacy. Appendix G provides the housing inspections criteria for housing listings, incorporating requirements of the National Life Safety Code. The minimum standards of adequacy apply to properties whose landlords wish to list with the HSC. For OCONUS locations only, the installation may request a waiver for a required standard if host nation standards do not support it. All waivers must be sent through the region to Commander, Navy Installations Command (N93) for approval.

5. Inspections Prior to Listing. To be eligible to be listed with the HSC, a property must first meet all Navy Housing inspection criteria. The HSC may accept local government certificates as proof of meeting housing inspection criteria. However, the HSC must ensure government certification meets Navy Housing defined time frames and inspection criteria as stated in appendix G.

a. The HSC may offer courtesy inspections to landlords who have indicated a desire to list their properties with the HSC. A courtesy inspection provides the HSC an opportunity to inform landlords about the advantages of renting to military customers.

b. If the landlord wishes to list an entire building or complex, the HSC is not required to inspect 100 percent of the apartment units. The HSC must complete a random sample inspection of at least five percent of the units. If the inspected five percent pass the inspection, it is assumed all the units in the complex pass. Conversely, if any of the five percent fail the inspection, the HSC assumes all units in the complex are in a similar condition. If five percent of the building or complex is not available for inspection, all available units will be inspected and the entire complex will not be listed as passed until the five percent requirement is met.

c. Inspections for CONUS newly-constructed rental homes are waived for the first five years after construction if it is determined by the HSC that the local county or municipal building codes provide rigorous construction standards with a detailed schedule of inspection criteria before a certificate of beneficial occupancy is issued. The HSC accepts the certificate as adequate proof the dwelling unit meets or exceeds the minimum standards of adequacy.

d. Every time a listing inspection is performed, the listing and neighborhood should be considered for inclusion or exclusion for the next BAH submission cycle.

6. HSC Listings Database

a. Managing the HSC Listings Database

(1) HSC listings must be tracked in eMH. For CONUS HSCs, the landlord must input all property listings into HOMES.mil. For OCONUS, the HSC must input all property listings into eMH.

(2) All inspections must be tracked in the inspections tab of the property in eMH, not directly in the property page. Select HOMES.mil as the inspection type. The inspection status should never be “verified.” When a property has passed inspection, it should be marked as “approved.”

(3) When the HSC elects to exclude a property within the current year’s BAH excluded census tract, the HSC counselor must document the excluded census tract number and year in the property’s “other notes” field.

b. HSC HOMES.mil Account Responsibilities. For CONUS, the HSC must approve all newly created landlord and property manager accounts in HOMES.mil. New property managers will input a property prior to being submitted for approval. Once complete, the HSC must determine if the account and listing are accurate and appropriate for HOMES.mil. This will include calling the landlord and scheduling an inspection of the property. For OCONUS, the HSC is responsible for inputting all landlord and property information into eMH and setting listings in a “visible” status for HOMES.mil.

c. HSC HOMES.mil Listing Responsibilities. Within eMH, the HSC manages community listings. The HSC counselor will also set a property to visible or not visible within eMH for HOMES.mil viewing.

CHAPTER 7
RENTAL PARTNERSHIP PROGRAM

1. Background. The Rental Partnership Program (RPP) is designed to provide Service Members with affordable off-base housing and aid in defraying some of the costs during relocation. The RPP permits off-base housing communities to voluntarily offer a specified number and mix of homes for rent to Service Members and their families. Samples of available homes from the RPP are inspected by the HSCs. RPP requires landlords to offer their units below market rate. Additional benefits to Service Members include reduced or waived security deposits and no administrative fees. Landlords cannot deny Service Members due to bad credit history.

2. Policy

a. Per reference (a), enclosure (3), section 1a, it is Department of Defense policy to rely primarily on the local community to meet the housing needs of authorized personnel who are normally eligible to draw a housing allowance. HSCs are required to implement programs which assist Service Members in reducing out of pocket expenses, including RPP.

b. In overseas locations, the RPP will be implemented in whole or part where allowed under the status of forces agreements, local customs and laws of the host nations.

c. The RPP will be established at all continental United States (CONUS) installation HSCs unless a waiver is obtained from Commander, Navy Installations Command (CNIC).

d. Installation Commanding Officers (CO) or Installation Program Directors (IPD) where designated, are authorized to enter into RPP landlord agreements in their respective geographic areas.

e. The RPP policy implementation at the installation may take into consideration local policy variances.

f. The documentation found in appendixes G through I will be used to implement the RPP.

g. The RPP places several requirements on the landlord, Service Member and HSC. These requirements are defined in the documents below.

(1) RPP HSC Documents (appendix H)

(a) Service Member Counseling Sheet.

(b) Landlord Cover Letter.

(c) Landlord Agreement.

(d) Verification of Eligibility Statement.

(2) RPP Service Member Documents (appendix I)

(a) Service Member Frequently Asked Questions.

(b) Service Member Application.

(c) Service Member Housing Release Form.

(d) Addendum to Service Member Application.

(e) Lease Renewal Addendum.

(3) RPP Landlord Documents (appendix J)

(a) Landlord Frequently Asked Questions.

(b) Landlord Participation Letter.

(c) Landlord Requirements.

(d) Logo and Usage Guide.

(e) Letter of Intent.

(f) Renewal Notice of Intent.

h. The RPP places several requirements on the landlords and properties to participate:

(1) Offer non-discriminatory housing.

(2) Must accept rent paid by allotment.

(3) Waive or reduce security deposit.

(4) Monthly rental rate below market rate.

(5) A reservation fee up to, but no more than, \$250 to hold a home is allowed, if applied towards the first month's rent. If for some reason the Service Member does not qualify, the fee will be returned. If the Service Member qualifies, but decides not to take the rental, up to the full reservation fee will be forfeited.

(6) No administrative fees. Background check fees may not exceed \$50 per applicant or unit as defined by applicable state or local law. If the amount of Basic Allowance for Housing (BAH) or Overseas Housing Allowance (OHA) the Service Member receives does not cover the entire rent, it is at the landlord's discretion to use additional financial information, including that of dependents and roommates. Only in this case may a credit check fee apply to the spouse or roommate.

(7) The monthly rental rate will include all appliances, amenities and services normally provided to tenants in the same complex at no additional charge. The landlord may charge a pet deposit, pet fee or other fees if it is the normal policy for other tenants.

(8) No minimum income requirements for the Service Member outside of receiving enough BAH or OHA to cover rent. A landlord cannot deny occupancy of the rental unit due to a Service Member's negative credit history. However, a landlord may deny occupancy due to negative rental references.

(9) Cannot refuse to rent to any rank at the agreed upon RPP rental rate.

(10) Must fully comply with the Service Members Civil Relief Act (SCRA) and all applicable state and Federal laws.

i. All full time active duty Service Members, accompanied or unaccompanied and drawing BAH or OHA, are eligible to participate in RPP. The RPP places several requirements on the Service Member to participate:

(1) Must have a minimum of 6 months remaining until their end of active obligated service and projected rotation date, depending upon normal lease period for the area.

(2) Must provide to the HSC, by e-mail or in person, a copy of their permanent change of station (PCS) orders and their leave and earnings statement.

(3) Must authorize their current or prior landlord to release information to the RPP landlord regarding their tenancy to include, but not limited to, rent payment, proper lease termination, unit sanitation issues and appropriate conduct.

(4) Must initiate an allotment for payment of rent. For this instruction, an allotment is defined as an automatic monthly payment via the personnel support detachment, myPay, the Service Member's financial institution or through the landlord's allotment company. Should the Service Member stop the allotment, they are no longer covered under the RPP lease. The landlord may charge a deposit and convert the lease into a conventional lease for the market rate based on the original market rate of the initial RPP lease. The landlord may also charge the Service Member the difference for the past months of the lease (market rate vice RPP discounted rate). Notwithstanding the foregoing, when a Service Member terminates an allotment based

upon a right or entitlement under state or local law to withhold rent due to inhabitability of the premises, the landlord may not require a security deposit, end the rent reduction benefit or assert a charge for the payment of past rent discounts, unless and until, the matter is adjudicated under state or local law or otherwise compromised and settled by the parties.

3. Preparation

a. The HSC targets a minimum of 30 percent of their community housing referral listings for inclusion in the RPP.

b. The HSC must create their official RPP documents. Once completed, the HSC must request the judge advocate general or available legal office, review all documents and agreements to ensure compliance with all applicable state and local laws.

c. HSC markets RPP to Service Members regarding program availability and applicable regulations, policies and procedures. The HSC will initiate a marketing effort in the private sector and coordinate with the public affairs office to advertise RPP in the available base newspaper, local newspapers, electronic billboards, flyers, local radio stations and local cable television channels. Use all applicable Web sites and social media to disseminate information about the program. Additionally, the HSC should reach out to the command master chief to assist with communications and outreach to Service Members. The HSC should make RPP briefs available at in and out-processing briefs orientation briefs, sponsorship training, military fairs, FFSCs and other Navy organizations.

4. Accepting Properties

a. The HSC will provide prospective landlords with the RPP introductory package (appendix J).

b. The HSC will conduct follow-up contact, no later than 5 business days after sending the package, to confirm receipt of the package as well as solicit and answer any questions.

c. If a landlord is interested in participating in the RPP, the HSC must collect the required documents (appendix J).

d. After the required documents have been obtained from the landlord, the HSC will schedule and conduct an inspection of the property using the CNIC Inspection Criteria for Community Housing and Checklist (appendices G and H). This is mandatory for RPP properties. Additional requirements may be added for compliance with local laws. For apartment complexes, the HSC will inspect one unit of each type and size as well as all common areas including club houses, play areas and grounds. If it is a single-family unit, the HSC will inspect the entire home and property.

e. After a property has passed the inspection, the HSC will review and approve the property lease.

f. When a property meets all RPP standards, the HSC will draft the landlord agreement for signature by the local installation CO or housing IPD and the landlord. After the agreement is signed, the landlord will be provided the logo and usage guide. Once the landlord has listed the property in HOMES.mil, the HSC staff will mark the property as RPP in enterprise Military Housing (eMH). The landlord agreement may be continued for an additional year, up to 3 years total, upon mutual agreement and with a written addendum to the agreement.

g. All RPP properties must be entered into and maintained in, the family housing module (FHM) referrals component of eMH.

5. Service Member Eligibility and Counseling

a. The HSC counsels the Service Member in person, over the phone or electronically, using the counseling sheet. The customer is counseled on eligibility, costs and requirements.

b. The HSC provides the Service Member with RPP listings that meet their criteria via HOMES.mil. The HSC provides the Service Member with a verification of eligibility form, which is valid for 30 days.

6. Leasing Process

a. The landlord will provide the letter of intent to the Service Member for signature once the lease is signed. It will specify the apartment or home address, rental rate, lease terms and prorated rent for which the Service Member is responsible.

b. The Service Member must initiate an allotment for payment of the monthly rent to the landlord.

c. Once the lease is signed and the allotment started, the Service Member and landlord will schedule an inspection. The Service Member should provide the landlord with proof of allotment. The landlord and local policy will determine what proof of allotment is necessary.

7. Lease Renewal and Termination

a. Lease Renewal

(1) At the end of the initial lease period, the Service Member can extend on a month-to-month basis.

(2) The Service Member can also opt to sign a new lease (state and local laws may supersede mutual agreement). A renewal notice of intent will be sent to the Service Member and must be signed by the Service Member and the landlord. A copy must be provided to the HSC. The Service Member must contact the HSC 30 days prior to the lease expiration date to update records or provide a fully signed copy of the renewal lease.

b. Lease Termination

(1) The Service Member terminates the lease under routine circumstances.

(a) The Service Member must give a proper 30-day termination notice to the landlord, based on compliance with the RPP agreement.

(b) If not renewing, the Service Member is responsible for coordinating a final check-out inspection with the landlord.

(2) The lease is terminated under non-routine circumstances.

(a) Invoking the PCS clause of SCRA.

1. The Service Member may terminate the lease with PCS orders or deployment for more than 90 days.

2. In the case of PCS orders or deployment, a copy of orders must be presented, along with written notice to terminate the lease, effective 30 days after the first date on which the next rental payment is due and payable (or notification timeframe specified in applicable state and local law).

(b) In the case of short notice PCS orders, the Service Member must provide the PCS orders to the landlord as soon as possible after receipt. Charges for a partial month and substantiated damages may apply.

(c) The Service Member is evicted. Evictions are at the discretion of the landlord. All applicable Federal, state and local laws must be adhered to and the HSC must be notified of any pending evictions. Upon notice by the landlord of eviction, the HSC will notify the Service Member's command. Service Members evicted for cause will no longer be eligible for the RPP at their present duty station.

8. Complaints

a. Per chapter 8, the HSC will handle all complaints, including non-payment of rent or other alleged debts received regarding RPP properties or customers.

b. The HSC will monitor the number of valid level 2 and 3 complaints (chapter 8) related to the landlord. In the event a landlord receives three valid level 2 or 3 complaints that are not corrected in a timely manner, the installation CO or IPD will notify the landlord in writing of termination from the RPP.

c. The installation CO or IPD may choose to terminate the agreement with a specific landlord, based on default for non-compliance or non-performance of services, at any time during the term of the agreement. The installation CO or IPD must provide 60-days' notice of termination to the landlord, in writing, if the landlord has failed to either rectify or alleviate the addressed issues of concern expressed by the HSC.

9. Waiver Authority

a. Exceptions to policy contained in this manual may be granted to installations by CNIC (N93) on a case-by-case basis. Installations must submit waiver requests to the Region for endorsement. The Region must review and endorse the request for a waiver and submit it to CNIC (N93).

b. A waiver may be requested if an installation is unable to implement the RPP due to the following circumstances:

(1) A limited number of community housing units available within the geographic housing market area.

(2) No properties are acceptable per the CNIC Inspection Criteria for Community Housing (appendix G).

(3) No housing is available at current BAH or OHA levels within the geographic housing market area,.

c. An installation requesting a waiver from the RPP must provide analysis and justification of the waiver using the following information in their waiver request:

(1) Local private sector average occupancy rates.

(2) Percentage of military renters in market area.

(3) Rental rate comparisons to current BAH or OHA rates. Compare the rates for listed properties to current BAH or OHA rates for the area.

(4) Address the economic condition of the area rental market that would affect rents or supply and demand of housing or both.

d. Information, including rental market data, in the waiver request must be collected from:

- (1) Economic Development Commission.
- (2) Chamber of commerce.
- (3) Board of realtors.
- (4) Landlord association.

e. CNIC (N93) may grant waivers to the RPP at an installation for up to 24 months. An installation must submit a new waiver request if they are unable to implement the RPP at the end of the term of their waiver.

f. A waiver may be considered for extenuating circumstances outside of the above requirements at the discretion of CNIC (N93).

CHAPTER 8 DEBTS AND ISSUE RESOLUTION

1. Background. The Housing Service Center (HSC) provides the Issue Resolution Program (IRP) for the resolution of complaints filed by the community landlord, Public Private Venture (PPV) Property Manager or authorized personnel. The purpose of these services is to advise parties to encourage resolution at the lowest level possible to avoid escalation to the court system. An HSC counselor serves as an unbiased party to affect reconciliation, resolution or compromise between two parties at odds before issues escalate to a more serious level, such as court proceedings, adverse credit ratings or evictions. HSC counselors must have a comprehensive knowledge of Federal, state and local landlord-tenant laws.

2. Policy

a. Per reference (a), enclosure (3), paragraph 4b, subsection 4g, Housing Referral Services should include assistance in resolving landlord and tenant disputes. HSC counselors are required to be an available resource for investigating complaints between authorized personnel and their community landlord or PPV property manager. Authorized personnel are defined in chapter 1.

b. A complaint is any unsatisfactory or unacceptable housing situation between authorized personnel and their community landlord or PPV property manager, which is brought to the HSC's attention. A complaint can be brought to the HSC by either authorized personnel, their community landlord or PPV property manager. Any complaint received by the HSC must be categorized into one of three levels as defined in paragraph 4a(5) of this chapter.

c. HSC counselors must not provide legal advice. For all complaints outside of the scope of the IRP, HSC counselors must provide the complainant contact information to the Navy Staff Judge Advocate (SJA), Fleet and Family Support Center (FFSC), command or local law enforcement. Issues outside of the scope of the IRP where the command or Navy SJA must be notified include, but are not restricted to, criminal behavior (such as domestic violence, child abuse, animal abuse and narcotics) and lawsuits, including debt collection actions filed in court. The HSC counselor will not conduct any type of criminal investigation or interfere in any action pending before a state or Federal court.

d. Landlord-tenant disputes that are not criminal in nature or subject to pending litigation are within the scope of the IRP. This includes residency requirements not explicitly outlined in the lease, such as:

- (1) Compliance with homeowners' association covenants.
- (2) Compliance with city ordinances.
- (3) Compliance with lender actions (foreclosure, etc.).

(4) Compliance with roommate lease.

e. In overseas locations, the local housing authority will implement IRP in whole or part where allowed under the status of forces agreements, local customs and laws of the host nations.

f. IRP services include documenting and researching complaints, performing complaint inspections and providing landlord-tenant issue resolution meetings. Some issues cannot be resolved through the IRP or are outside of the IRP purview. In these instances, the HSC counselor must provide contact information to Navy law offices, the FFSC or contact the command as required.

g. HSC counselors will be knowledgeable of Rental Partnership Program (RPP) agreements, local housing ordinances, state landlord-tenant statutes and Commander, Navy Installations Command inspection criteria. Training in facilitation, negotiation and conflict resolution skills is recommended for HSC counselors.

3. Debts

a. HSC counselors must not provide financial counseling, assist with debt collection or adjudicate debt disputes between the Service Member and the landlord. The HSC may, as described in the procedures in this chapter, assist the parties in communicating their respective concerns, facilitate the exchange of information, forward appropriate matters to the attention of the command or investigate the factual basis of the matter to resolve misunderstandings and disagreements.

(1) The HSC may discuss non-payment of rent, security deposits or negotiation of payment schedules when initiated by the Service Member.

(2) Per reference (j) and article 134-11 of reference (k), if the landlord contacts the HSC regarding a Service Member's non-payment of rent or any other debt, the HSC may contact the Service Member's command regarding the outstanding debt.

b. Should the Service Member vacate the property owing money for rent, property damage or otherwise:

(1) If the Service Member remains on active duty, the HSC may assist the landlord by forwarding the matter to the Service Member's next command. The landlord will provide the HSC an itemized list of charges owed to the landlord. This list must include a final total and the landlord's signature. Per reference (j), the extent to which the command may cooperate with a creditor is limited to administrative referral of correspondence to the Service Member.

(2) If the Service Member has separated from the Service and vacates the property owing money, it will be the landlord's responsibility to use standard collection procedures per applicable state and local laws.

(3) The landlord is not prohibited from contacting the HSC or the command by operation of the Fair Debt Collection Practice Act unless the debt is turned over to a third-party debt collector.

(4) If debt is turned over to a third-party debt collector, the debt collector is not allowed to contact the Navy and the debt will not be forwarded to the command, unless the landlord receives a judgment against the Service Member in state court. If the judgment is received and then forwarded to the Navy, the matter will be referred to the Service Member's command.

4. Procedures

a. Receiving a complaint

(1) The HSC counselor must accept complaints from authorized personnel.

(2) The HSC counselor will accept complaints from community landlords or Public Private Venture (PPV) property managers to facilitate resolution with authorized personnel.

(3) Before the HSC counselor accepts a complaint from authorized personnel, a community landlord or PPV property manager, the HSC counselor should ensure the complainant has already attempted to resolve the issue. If there has been no attempt to resolve the issue, then the HSC counselor will direct the complainant to do so before any involvement by the HSC takes place.

(4) The HSC counselor must determine whether the complaint is within IRP scope.

(5) Any complaint received by the HSC must be categorized into one of three levels:

(a) Level 1 Complaint. A complaint initiated by either a community landlord, PPV property manager or authorized personnel, which can be resolved within 2 business days over the phone or by e-mail. These types of complaints include, but are not limited to, miscommunication between parties, minor maintenance and repair complaints that do not require an inspection and minor complaints that can be resolved in a short conversation. Per chapter 7, level 1 complaints do not count against either party regarding the RPP. A level 1 complaint should not be taken into account when considering a sanction against a landlord. Level 1 complaints can be resolved by the HSC counselor talking to each party. Further action is not required. The HSC counselor will log all level 1 complaints in the family housing module (FHM) complaints component of enterprise Military Housing (eMH). The record can be opened and closed at the same time. The HSC counselor must complete the description and action log.

(b) Level 2 Complaint. A complaint initiated by either a community landlord, PPV property manager or authorized personnel, which can be resolved after 2 business days, but does not require an inspection. Level 2 complaints may count against either party, in aggregate. The HSC counselor must review and research the complaint and review and analyze documentation. If necessary, the HSC counselor will provide issue resolution. This includes meeting with the conflicted parties, explaining the resolution process and resolving the complaint.

(c) Level 3 Complaint. A complaint initiated by either a community landlord, PPV property manager or authorized personnel, which requires an inspection. Level 3 complaints also include complaints that cannot be resolved solely by the HSC. Additionally, all health and safety complaints are considered level 3 complaints. These complaints may count against either party. The HSC counselor must review and research the complaint, review and analyze documentation and perform inspections when needed. If necessary, the HSC counselor will meet with the conflicted parties. If no resolution can be reached or the conflict is outside of the scope of the IRP, the HSC counselor will follow the process to close the complaint.

(6) All levels of complaints must be entered into the FHM module complaints component of eMH to generate a case number and produce a referral complaint.

b. Investigating and Documenting the Complaint. Document all actions in the FHM complaints component of eMH and add field notes to the electronic case file in eMH upon return to the office.

(1) Review and research the complaint by:

- (a) Interviewing the landlord, tenants and any witnesses.
- (b) Reviewing, researching and collecting pertinent information and documentation.
- (c) Researching and documenting statutes, lease terms and residency requirements applicable to the complaint.
- (d) Determining if there is a health and safety or property issue.

(2) Perform complaint inspections:

- (a) The purpose of a complaint inspection is to document the state of the home, only as it pertains to the complaint. However, if the HSC counselor identifies any health and safety issues during an inspection, those issues must be addressed as well.
- (b) Mandatory for all property condition and health and safety complaints within lease terms.

- (c) Notify all parties that an inspection will be conducted.
 - (d) Schedule an inspection with the complainant or their designee and other parties as appropriate.
 - (e) Document the physical condition of the property using the Complaint Inspection Checklist (appendix K).
 - (f) Develop a list of recommended repairs and next steps.
 - (g) Perform re-inspections for all health and safety concerns upon complainant request.
- (3) Review and analyze documentation to determine if a compliance violation exists with lease terms or residency requirements.
- (4) Identify the cost of repairing damages, if any:
- (a) Compare damages to move-in or move-out inspection, if available.
 - (b) Determine the age of replaced items and any applicable depreciation.
 - (c) Validate repair estimates and determine monies owed.
- (5) Determine financial obligations, if any.
- (a) Identify the cost to bring all parties in compliance with lease terms and residency requirements.
 - (b) Identify total cost of fines.
- (6) Determine if non-financial corrective actions are required. This will vary depending on the situation and terms.

c. Resolution and Negotiation Between Parties

- (1) Meet with the conflicted parties and explain the resolution process and responsibilities of all parties.
- (2) Resolve the complaint:
 - (a) State the issue to be resolved.

- (b) Review all data collected regarding the complaint.
 - (c) Explain options for resolution.
 - (d) Allow all parties to offer viewpoints.
 - (e) Allow parties to come to an agreement on how to proceed and resolve the complaint.
- (3) If resolution is achieved, document the resolution in eMH and close the complaint.
- (4) If resolution is not achieved or additional action is needed, the HSC counselor may provide recommendations for further action. There is no requirement by either party to act on these recommendations.
5. Documentation in eMH. The FHM complaints component of eMH is the authoritative database for all IRP complaints recordkeeping. All electronic records will be kept in eMH using the direction below:
- a. To enter a new complaint, go to the complaint component in FHM. On the search page, click on “New Complaint.”
 - (1) Begin by entering the Service Member’s name and address. If the name and address already exist in FHM (a person record or referral property), use the magnifying glass to search for and import the information.
 - (2) If the Service Member is the complainant, select “Complaint By” in the person type field. If the complaint is against the Service Member, select “Complaint Against.”
 - (3) Complete the remaining fields. To ensure metrics reflect the complaints received, every HSC should develop definitions for each complaint subject. If the “Complaint Subject,” “Complaint By” or “Complaint Against” is not listed in the drop-downs, select “Other” in the drop-down and enter the data in the field immediately to the right. The use of “Other” should be limited to complaints not listed in the drop-down.
 - (4) Every complaint should have a description. When first inputting the complaint into eMH this may be brief.
 - (5) Click “Save” to generate a case number.
 - b. To add an additional participant to the complaint (e.g. roommate) go to the “Participants” tab and click “Add Participant.”

(1) When the complaint is between the Service Member and landlord, enter the landlord's information. Add as much information as available.

(2) The landlord is now listed as a participant.

c. To add details about the property, click on the "Edit" button. This is where information can be updated.

(1) Make the needed updates and click "Save."

(2) To add information about the owner, landlord or management company, click on the address.

(3) This will bring up the "Complaint Address" screen. Click "Edit" to enter the information. When finished, click "Save."

(4) The completed point of contact information is shown. Click "Close" to return to the complaint.

d. To add more detail and describe the complaint, click "Edit."

(1) Media is the method by which you received the complaint.

(2) The description field is where the HSC counselor will note the complaint level and detailed information about the complaint.

(3) For a health and safety complaint, select "inspection required." When an inspection is required, the complaint is a level 3 complaint and should be noted in the description. If an inspection was requested or conducted, it must be input here. Provide enough detail in the description to easily understand the nature of the complaint.

(4) When finished, click "Save."

e. Use the "Action Log" tab to track progress on the complaint.

(1) Click the green plus sign to "Add Action."

(2) Enter the action taken and click the green check when finished. Be as detailed as possible in the eMH record. Make sure to create as many actions as necessary to accurately reflect the complaint process.

f. For complaints that require inspections, make sure to track the inspections in the complaint. Once the inspection has taken place, update the inspection date in the record. Add a new action, providing information on the inspection, including findings.

(1) Select the calendar next to “Inspection Date” and select the date of inspection. Click “Save.”

(2) Go back to the action log and create an action for the inspection.

g. The complaint may be printed to PDF by clicking “Form.” This will include the “Action Log.”

h. Before closing the complaint, add all actions to the “Action Log.” Update the description to include the final resolution.

i. When the complaint is resolved, click the “Close Complaint” button.

CHAPTER 9
EQUAL OPPORTUNITY IN OFF-BASE HOUSING

1. Background

a. This chapter provides guidance on the role of the Housing Service Center (HSC) to ensure customers understand their protections under the Federal, state and local fair housing statutes and describes actions to be taken when a customer feels they may be a target of discriminatory housing practices. It will establish policy and responsibilities, describe functions and establish procedures for implementing a uniform equal opportunity in off-base housing (EOOBH) program at Navy installations, per reference (l), section 4.2.

b. References (m); (n), section 6;(o), title VIII; and (p) pertain to equal opportunity for all citizens in obtaining housing regardless of race, color, religion, sex, national origin, age, handicap or familial status. These statutes are applicable in the United States. In foreign areas, the intent of the EOOBH program will be carried out to the extent possible within the laws and customs of the foreign country.

c. This program is intended to eliminate discrimination against Department of Defense personnel on the basis of race, color, religion, national origin, gender, age, disability or familial status in obtaining suitable housing accommodations in local communities. A suspected discriminatory act, with or without the filing of a formal complaint, is a valid basis for investigation.

2. Scope

a. The EOOBH program is intended to eliminate discrimination against DoD personnel in obtaining suitable accommodations in local communities. Guidelines, implementing procedures and responsibilities for carrying out the Navy's policy on EOOBH and fair housing enforcement are contained in this chapter.

b. The HSC is required to counsel customers concerning the requirements of Federal, state and local fair housing statutes, accept complaints of discrimination in off-base housing, investigate the complaint and report findings to the Commanding Officer (CO), staff judge advocate and Department of Housing and Urban Development (HUD).

c. A landlord's refusal to show, rent, lease or sell otherwise suitable housing may be a basis for a housing discrimination complaint. Also, any landlord's use of words or statements that indicate discrimination is considered an act or incident of discrimination.

d. For questionable, predatory or unfair business practices regarding housing in the local communities that are deemed not covered by reference (q), the Installation Program Director (IPD) will initiate a request to the Armed Forces disciplinary control board per reference (r), chapter 2, to have the property placed off limits to authorized personnel.

3. Policy

- a. The HSC will counsel Service Members and their command about discriminatory housing practices and reporting procedures when an illegal practice may have occurred.
- b. The HSC will communicate to/with and educate, Service Members assigned to the installation who are unaware of illegal discriminatory practices and the assistance available to them through the HSC.
- c. The HSC will coordinate with SJA, base commander, HUD and Department of Justice (DOJ).
- d. The HSC counsels all authorized personnel regarding reference (q) and local statutes, discriminatory practices that are illegal, the customer's rights and obligations to report such practices and how to initiate redress in suspected cases of discriminatory housing practices.
- e. The HSC will accept all allegations of suspected discriminatory housing practices by any customer.
- f. The HSC will initiate an investigation of the alleged complaint.
- g. The HSC will notify the CO and SJA when an allegation of discriminatory housing practices has been filed.
- h. HSC responsibility does not go beyond the investigation of the complaint. The HSC will be involved in a coordinating capacity with both HUD and DOJ if action is taken against the discriminating landlord.

4. Procedures

- a. Each alleged incident will be investigated promptly and concluded within 30 working days after the complaint is filed. The CO may grant an extension of 10 working days if required.
- b. Preliminary Inquiry. A preliminary inquiry will begin within 3 working days after receipt of the complaint. The inquiry must be sufficiently detailed to indicate if discrimination occurred. The HSC will act as follows:
 - (1) Notify the CO immediately.
 - (2) Interview the complainant promptly and obtain all relevant details.
 - (3) Telephone or visit the facility or landlord concerned immediately if the complaint is received shortly after the time of the alleged act and concerns the change in availability of a

vacancy (such as “just rented”). Attempt to determine if a vacancy exists without making reference to the complaint received. Request the CO authorize the use of verifiers as necessary.

(4) Advise the complainant of the provisions and procedures in this section and the right to pursue further actions through HUD, DOJ and local or state agencies. Per reference (1), section E4.2.1.4, coordinate effort with the SJA or other cognizant legal counsel to determine to what extent legal assistance can be provided. Assist the complainant in completing HUD Form 903.1, if desired. Complaints can be filed on the HUD web site at <http://www.hud.gov.7443548>. The fact that a complainant might report an act of alleged discriminatory treatment, but declines to complete a HUD Form 903.1, does not relieve the command of responsibility for making further inquiry and taking such subsequent actions as may be appropriate.

(5) Inform the CO of the preliminary inquiry results and actions taken. If the complainant cannot obtain suitable housing in a reasonable amount of time because of discriminatory practices in the community, the complainant and CO may use this fact to justify priority assignment to Public Private Venture or Navy-owned or leased housing.

c. The use of verifiers per reference (1), section E2.1.14, is authorized to determine if a basis for the complaint exists and whether the practices are discriminatory. Verifiers will not be used for the sole purpose of determining sincerity or normal practices of a landlord about whom the HSC has not received a housing discrimination complaint. When selecting and using verifiers, the following actions apply:

(1) Verification of the vacancy will be made as soon as possible after an alleged act of discrimination.

(2) Verifiers will be volunteers. The Fleet and Family Support Center is a possible source for identifying individuals to be used as verifiers. HSC staff members should not be used as verifiers except in unusual situations.

(3) The verifier determines the suspected basis for the complainant's exclusion. Ideally, two verifiers should be used. One verifier will possess characteristics as close as possible to those of the complainant, except those which are suspect as discriminatory. If a second verifier is used, the individual should possess characteristics similar to the complainant, including the alleged discrimination characteristics.

(4) Verifiers are to obtain information only on landlord or facility operating policies, practices and procedures for subsequent determination of complaint validity. Verifiers are not to make verbal or written contract for the unit, pay any money or say they want the unit. At the end of the visit, the landlord should understand that the verifier is not interested in the unit.

d. The following information will be obtained by the verifier, if possible:

(1) Concerning the Facility. If possible, find out availability, any of the requirements provided by the complainant, rent amount, any deposit requirements, children and pet policy, application requirement, time to move in and demographics of the facility. The presence or absence of a vacancy sign will be noted along with any other information deemed appropriate.

(2) Concerning the Prospective Tenants. If possible, find out what qualifications prospective tenants must meet, such as credit rating, salary, marital status, children, deposit, written applications, etc. Also, a complete description of all procedures for becoming a tenant, including all steps from initial inquiry to moving in, should be determined. Determine if the manager's subjective impression of the applicant appears to play any part in the decision to rent or purchase a unit.

(3) The verifier's statement will be completed immediately after the verification visit. It will be accurate, objective and in detail. The following will be included:

(a) Date, time of the visit and name and position of person contacted. Other pertinent information obtained during the visit (such as the length of time employed at facility and race) should be included.

(b) Answer in the first person narrative.

(c) Signed and dated statement. Give the verifier's full name, address, telephone number (duty or home) and race if relevant to the complaint.

e. The HSC must track all EOOBH issues in the complaints module of eMH.

f. Complaint Process. Once the HSC has completed its investigation responsibilities and the complaint process proceeds, the CO will determine the direction of the complaint process. The role of the HSC will be in support of further action as directed by the CO.

g. When the CO imposes a restrictive sanction, the CO will direct the HSC to:

(1) Ensure the facility listing is made unavailable in eMH by placing an "MHO Hold."

(2) Impose restrictive sanctions effective the date of notification against all facilities owned or operated by the landlord concerned.

(3) Place the facility on the restrictive sanction list maintained by the HSC. The restrictive sanction list will be prepared on official letterhead stationery, signed by the CO and will include authority for and conditions of, the restrictive sanctions.

(4) Inform the landlord concerned, by command correspondence, that restrictive sanctions have been imposed, the reasons why, the nature and minimum length of the restrictions and the action required for their removal. Notification of restrictive sanctions may be sent by certified mail with return receipt requested or delivered to the landlord personally by a command representative.

(5) Ensure all DoD personnel reporting to the HSC are provided a copy of the restrictive sanction list. Advise personnel that they may not rent, purchase or reside in any of the listed facilities and doing so can result in appropriate administrative or disciplinary action.

(6) Advise other military installations of the restrictive sanction action taken when the sanctioned facility is located within their commuting areas.

h. Restrictive sanctions may be removed only under the following circumstances:

(1) A CO approved waiver based on unusual or exceptional circumstances.

(2) After the 180-day period, the CO decision to remove the restrictive sanction must be based on receiving the written assurance of nondiscrimination from the owner or landlord involved.


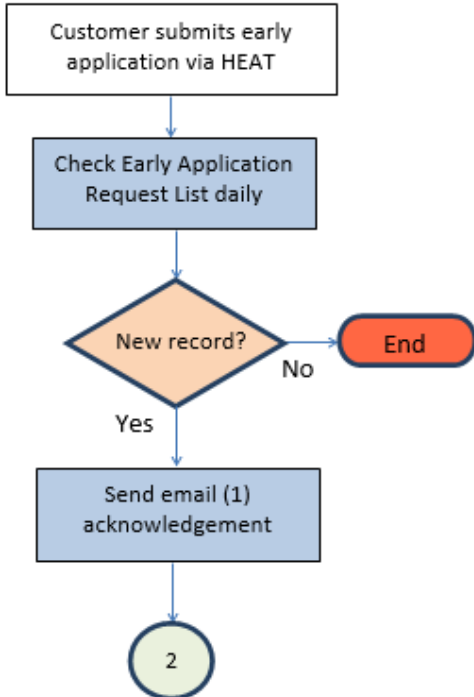
i. In cases of predatory or criminal business practices by a landlord when there is no claim of discrimination, the HSC will investigate the claim of predatory or illegal practices. The investigation will be similar to a discriminatory practice claim with the goal of gathering statements in evidence that a predatory or illegal practice has occurred. The HSC will request the CO convene the Armed Forces Disciplinary Control Board per reference (r), chapter 2, to consider making the property off-limits to military personnel. The HSC will coordinate such action with the SJA.

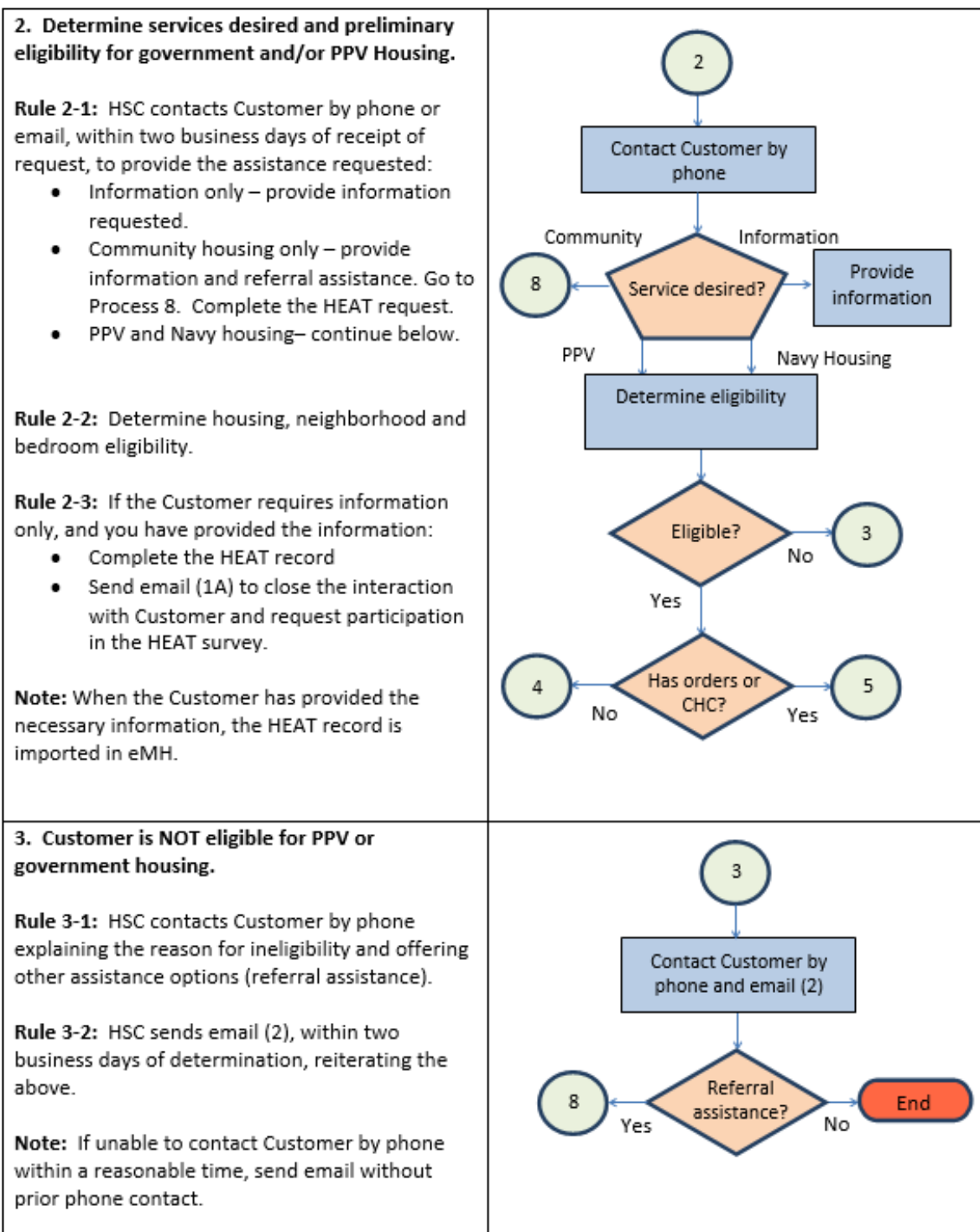
APPENDIX A
REFERENCES

- (a) DoDM 4165.63, DoD Housing Management of 29 December 2017 CH-1
- (b) CNICINST 11103.4
- (c) DoD Directive 5400.11-R of 29 October 14
- (d) USD (AT&L) memo, “Enterprise Military Housing Information Management System” of 16 Apr 14
- (e) CNICINST 1740.1
- (f) Joint Travel Regulations
- (g) CNICINST 1752.1
- (h) OPNAVINST 5400.44
- (i) OPNAVNOTE 5450 Ser N131/16U114148 of 10 Nov 16 (Canc frp: Nov 17)
- (j) MILPERSMAN 7000-020
- (k) Manual of Court-Martial 2012 Edition
- (l) DoD Instruction 1100.16 of 14 August 1989
- (m) Title 42, U.S.C, §3601 et seq
- (n) Public Law 100-430 (1988)
- (o) Public Law 90-284 (1968)
- (p) Public Law 93-383 (1974)
- (q) Federal Fair Housing Act
- (r) OPNAVINST 1620.2

APPENDIX B HOUSING EARLY ASSISTANCE TOOL BUSINESS RULES

Housing Early Assistance Tool (HEAT) Business Rules

Process	Flow Chart
<p>1. Customer or spouse submits early application via HEAT. Note: A successful HEAT record in eMH means that a screening of DEERS indicates that Customer is potentially eligible for government or PPV housing. HEAT creates an eMH record for Customer and places Customer on the installation's Early Application Request List.</p> <p>Rule 1-1: HSC reviews the Early Application Request List daily for new eMH HEAT request records.</p> <p>Rule 1-2: HSC sends acknowledgement of request to Customer, via email (1) within one business day of receipt of request. Acknowledgement will provide:</p> <ul style="list-style-type: none"> • Thank you for your interest. • Welcome to location. • HSC contact information (phone, email, Facebook). • "We will contact you soon" for those desiring it. • Electronic Welcome Package including area information, community housing options, link to CNIC website, etc. • Form DD1746 	<p>Note: This symbol  is a flow chart connector. It connects one portion of a flow chart to another with the same number.</p>  <pre> graph TD A[Customer submits early application via HEAT] --> B[Check Early Application Request List daily] B --> C{New record?} C -- No --> D([End]) C -- Yes --> E[Send email (1) acknowledgement] E --> F((2)) </pre>



4. Customer is eligible for PPV or government housing and has NOT received orders or certificate of homeport change (CHC).

Rule 4-1: HSC creates an Advanced Application and adds the Customer to the Advance Customer Contact List.

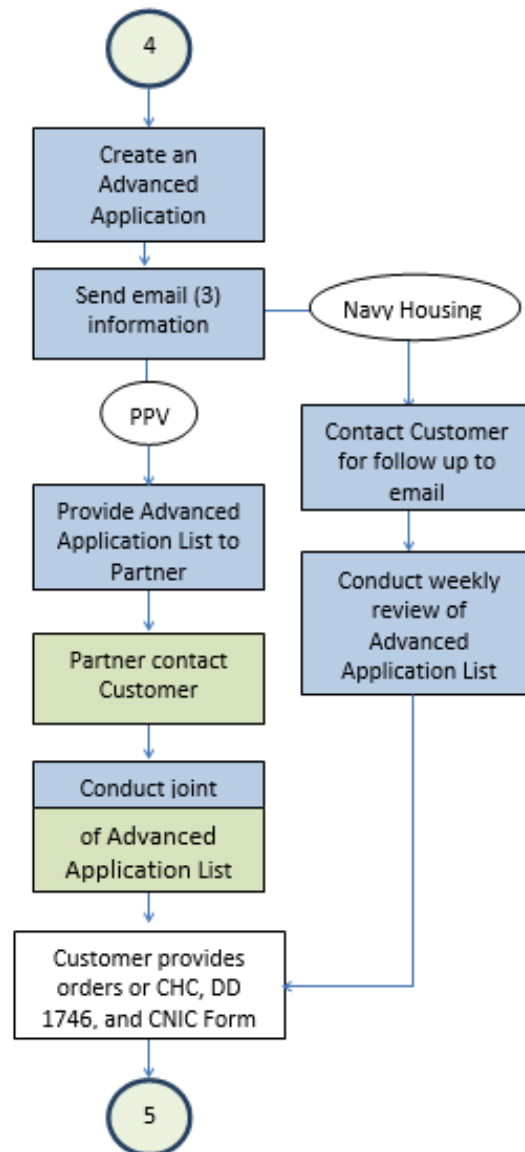
Rule 4-2: HSC sends email (3), within two business days of determination with the following information. If Navy Housing is requested:

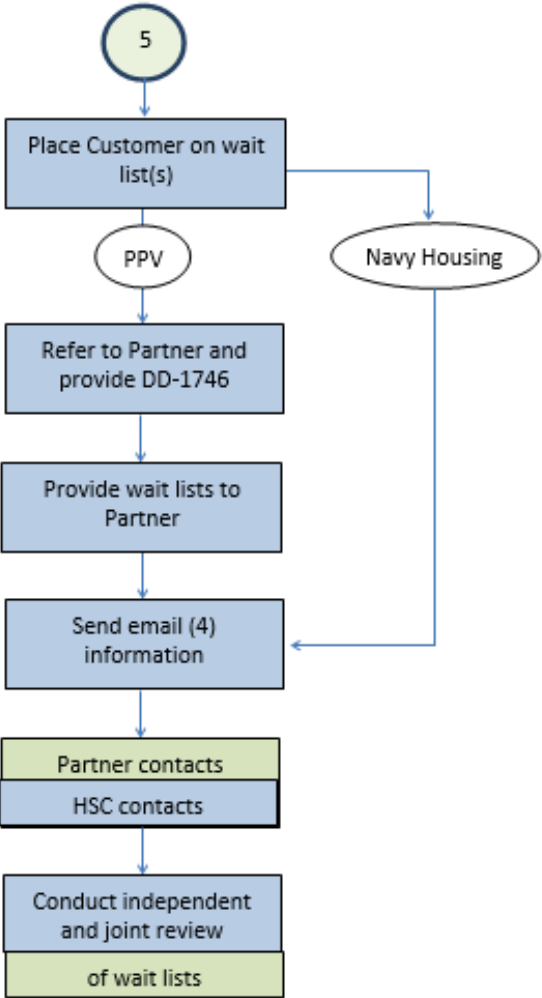
- Available housing choices and process for assignment.
- Approximate wait times (estimates based on current information).
- Customer must provide orders or CHC to the HSC as soon as they are received (email, fax or mail).
- Customer must provide a signed Sex Offender Policy Acknowledgement and Disclosure (CNIC 11103/1) form (email, fax or mail).

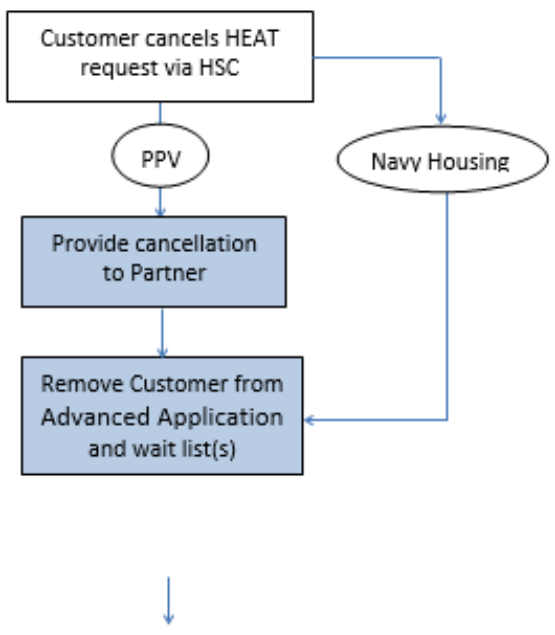
If PPV Housing is requested, the HSC will copy the PPV contact on the email:

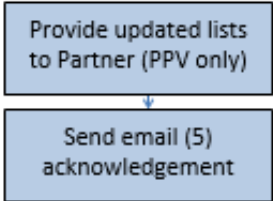
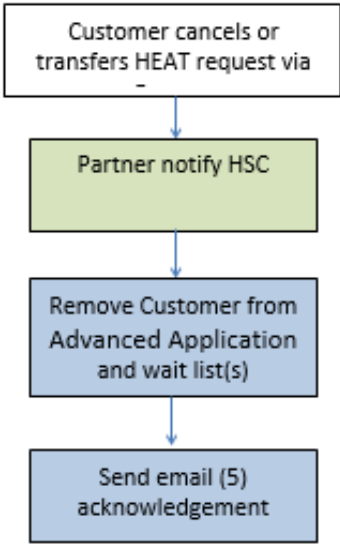
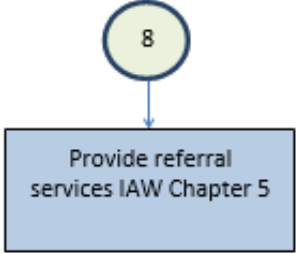
- Available housing choices and process for application.
- Approximate wait times (estimates based on current information).
- Partner's contact information.
- Inform that HSC provided application information to the PPV Partner and that Customer should expect to be contacted by the Partner.
- Customer must provide orders or CHC to the HSC as soon as they are received (email, fax or mail).
- Customer must provide a signed Sex Offender Policy Acknowledgement and Disclosure (CNIC 11103/1) form (email, fax or mail).

Rule 4-3: For government housing, the HSC will contact the Customer by phone, within three business days as a follow up to the email. For PPV housing, the HSC provides a complete, updated Advance Customer Contact list to the Partner



<p>daily. This can be the contact list from the eMH HEAT report.</p> <p>Rule 4-4: Partner contacts Customer in accordance with the Partnership Agreement and internal business practices.</p> <p>Rule 4-5: HSC and Partner conduct a weekly, joint review of the Advance Customer Contact list to ensure accuracy.</p>	
<p>5. Customer is eligible for PPV or government housing and has received orders or certificate of homeport change (CHC) and provided orders or CHC, DD 1746, and CNIC Form 11103/1 to HSC.</p> <p>Rule 5-1: HSC places Customer on an active wait list with control date set as the Customer's estimated detachment date (EDD).</p> <p>Rule 5-2: If PPV Housing is requested, the HSC refers and provides application information to Partner.</p> <p>Rule 5-3: If PPV Housing is requested, the HSC provides complete, updated wait list to Partner weekly.</p> <p>Rule 5-4: HSC sends email (4), within two business days of determination with the following information.</p> <p>If Navy Housing is requested:</p> <ul style="list-style-type: none"> • Position on wait list. • Available housing choices and process for assignment. • Approximate wait times (estimates based on current information). • Information on availability of temporary housing and assistance available. • Information on the availability of loaner furnishings (OCONUS). • Information on the availability of translation services (OCONUS). <p>If PPV Housing is requested, the HSC will copy PPV contact on the email. The email will provide</p>	 <pre> graph TD Start((5)) --> PlaceWait[Place Customer on wait list(s)] PlaceWait --> PPV((PPV)) PlaceWait --> NavyHousing([Navy Housing]) PPV --> Refer[Refer to Partner and provide DD-1746] Refer --> ProvideWait[Provide wait lists to Partner] ProvideWait --> SendEmail[Send email (4) information] NavyHousing --> SendEmail SendEmail --> Contacts[Partner contacts HSC contacts] Contacts --> Review[Conduct independent and joint review of wait lists] </pre>

<p>PPV housing information to include:</p> <ul style="list-style-type: none"> • Position on wait list. • Available housing choices and process for assignment. • Approximate wait times (estimates based on current information). • Information on availability of temporary housing and assistance available. • Information on the availability of loaner furnishings (Hawaii). • Partner's contact information. • Inform that HSC provided application information to the PPV Partner and that CUSTOMER should expect to be contacted by the Partner. <p>Rule 5-5: For government housing, the HSC contacts Customer by phone, within three working days, as a follow up to the email. For PPV, the Partner contacts Customer in accordance with the Partnership Agreement and internal business practices.</p> <p>Rule 5-6: HSC conducts a weekly internal and joint review of the wait lists to ensure accuracy.</p>	
<p>6. Customer cancels or transfers HEAT request from the Installation (information received by HSC).</p> <p>Rule 6-1: For PPV Housing, the HSC provides cancellation to Partner.</p> <p>Rule 6-2: The HSC removes Customer from all Advanced Application and wait lists in eMH. For PPV, this is done after the Partner removes request from YARDI.</p> <p>Rule 6-3: For PPV, the HSC provides updated Advance Customer Contact List or wait list to Partner daily.</p> <p>Rule 6-4: HSC sends email (5), within two business days of request, acknowledging cancellation and notifying Customer that he/she has been removed from all advanced application</p>	 <pre> graph TD A[Customer cancels HEAT request via HSC] --> B((PPV)) A --> C((Navy Housing)) B --> D[Provide cancellation to Partner] D --> E[Remove Customer from Advanced Application and wait list(s)] C --> E E --> F[] style F fill:none,stroke:none </pre>

<p>and wait lists at the installation.</p>	 <pre> graph TD A[Provide updated lists to Partner (PPV only)] --> B[Send email (5) acknowledgement] </pre>
<p>7. Customer cancels or transfers HEAT request from the Installation (information received by Partner).</p> <p>Rule 7-1: Partner notifies HSC.</p> <p>Rule 7-2: After Partner removes request from YARDI, HSC remove Customer from all advanced application and wait lists in eMH.</p> <p>Rule 7-3: HSC send email (5), within two business days of request, acknowledging cancellation and notifying Customer that he/she has been removed from all Advanced Application and wait lists at the installation.</p>	 <pre> graph TD A[Customer cancels or transfers HEAT request via -] --> B[Partner notify HSC] B --> C[Remove Customer from Advanced Application and wait list(s)] C --> D[Send email (5) acknowledgement] </pre>
<p>8. Customer desires referral assistance for community housing.</p> <p>Rule 8-1: Provide referral services in accordance with Chapter 5.</p>	 <pre> graph TD A((8)) --> B[Provide referral services IAW Chapter 5] </pre>

E-MAIL (1) HEAT REQUEST ACKNOWLEDGEMENT

Dear _____,

Welcome to _____. Thank you for your interest in Navy Housing. It is our mission and our pleasure, to assist you in locating suitable, affordable and safe housing. I am attaching some information about our local area as a PDF file. The highlighted blue areas are active web links which take you to the various locations and information shown.

- AND -

(Add for those wanting to apply for privatized housing)

To apply for privatized housing or to request assistance in locating rental housing in the local community, please complete the attached DD Form 1746 and return it to me via e-mail, fax or mail. If you have granted us permission, we have also shared your contact information with (NAME OF PARTNER). If you have any questions as you complete the form, please feel free to contact me.

- OR -

(Add for those wanting to apply AND get referral assistance and/or other information)

We will be contacting you soon, via phone or e-mail, to provide the assistance you requested and to obtain some additional information required to determine your eligibility for housing.

- OR -

(Add for those requesting information only and/or referral assistance)

We will be contacting you soon, via phone or e-mail, to provide the assistance you requested.

If you have any questions or concerns at any time, please feel free to contact us.

Sincerely,

I. B. Housing
Housing Installation Program Director

Attachment:
Electronic welcome package
(DD Form 1746)

CNIC M-11103.1
20 Aug 2018

E-MAIL (1A) HEAT INFORMATION REQUEST CLOSEOUT

Dear _____,

Thank you for your interest in Navy Housing at _____. It was our pleasure to be able to answer your questions concerning housing in the _____ area.

The information you requested (is attached); (was e-mailed on _____); (has been mailed); (is available at www._____).

If you have any questions or concerns at any time, please feel free to contact us.

Sincerely,

I. B. Housing
Housing Installation Program Director
Housing Service Center
Address

E-mail:
Phone:
DSN:
Fax:

E-MAIL (2) HOUSING INELIGIBILITY

Dear _____,

This e-mail is to confirm our previous conversation about your eligibility for (government) (privatized) housing at _____. (Delete this sentence if you were not able to contact SVM by phone)

We are sorry to inform you that you are ineligible for (government) (privatized) family housing for the following reason(s):

(Provide reasons, cite and attach references.)

We are a full-service Housing Service Center (HSC) and ready to provide assistance in locating and leasing or purchasing housing in the local community. We encourage you to visit www.HOMES.mil, the official DoD housing referral site, to view available rental listings in our area.

Our complete contact information is listed below. If you have any questions or concerns at any time, please feel free to contact us.

Sincerely,

I. B. Housing
Housing Installation Program Manager

HSC contact information

Attachments:
As required

E-MAIL (3) ADVANCED CUSTOMER CONTACT LIST INFORMATION

Dear _____,

Congratulations. Based on the information you have provided, we have determined your preliminary eligibility for (government) (privatized) family housing at _____. (To track your application, we have placed you on our Advanced Customer Contact List.)

(Add for those wanting PPV housing)

We have provided your information to our Public-Private Venture (PPV) property manager, _____. A representative will contact you with additional information about housing and services available. They will be your primary contact from this point on. However, if at any time you have questions or concerns, please feel free to contact us.

To finalize your eligibility and allow us to formally (offer you housing), (place you on a wait list for housing), we require the following:

DD Form 1746, Application for Assignment to Housing. We have attached a copy for you to complete and sign.

CNIC Form 11103/1, Sex Offender Policy Acknowledgement and Disclosure form. CNICINST 1752.1, Policy for Sex Offender Tracking, Assignment and Installation Access Restrictions, requires that you submit a CNIC Form 11103/1. We have attached a copy for you to complete and sign.

You may submit the completed forms by e-mail (scanned, signed copy), fax or mail. After receiving these items, we will formally (place you on the advanced wait list) (refer your application to _____ who will then be free to offer you housing as it becomes available.)

(Based on current information, we expect that you will be able to move into housing upon your arrival in the area.)

OR

(Based on current information, we expect that you will be placed on a wait list for housing. The approximate wait time for a __ bedroom unit is __ months. We will be happy to assist you in locating temporary housing while you wait.)

Again, welcome to _____. We, at your Housing Service Center stand ready to assist you in finding a home and providing any additional housing services during your tour.

Sincerely,

CNIC M-11103.1
20 Aug 2018

I. B. Housing
Housing Installation Program Director

HSC contact information
Partner contact information
Attachment: CNIC Form 11103/1

E-MAIL (4) ELIGIBILITY AND REFERRAL INFORMATION

Dear _____,

Congratulations. Based on the information you have provided, we have determined your eligibility for (government) (Public-Private Venture (PPV)) housing at _____.

We have referred your application to our PPV property manager, _____. A representative will contact you with additional information about housing and services available. They will be your primary contact from this point on. However, if at any time you have questions or concerns, please feel free to contact us.

(We have placed you on a (advanced) housing wait list. Your position on the list is __; however, this may change over time. Based on current information, we expect that you will be able to move into housing upon your arrival in the area.)

OR

(We have placed you on a (advanced) housing wait list. Your position on the list is __; however, this may change over time. The current approximate wait time for a __ bedroom unit is __ months. We will be happy to assist you in locating temporary housing while you wait.).

Again, welcome to _____. We, at your Housing Service Center stand ready to assist you in finding a home and providing any additional housing services during your tour.

Sincerely,

I. B. Housing
Housing Installation Program Director

HSC contact information

Partner contact information

CNIC M-11103.1
20 Aug 2018

E-MAIL (5) HEAT REQUEST CANCELLATION/TRANSFER ACKNOWLEDGEMENT

Dear _____,

We have received your request to (cancel)(transfer) your housing application at _____ . We have cancelled your application and removed you from all local housing Advanced Customer Contact and wait lists.

Should you need our services in the future, we, at your Housing Service Center stand ready to assist you in finding a home and providing any additional housing services during your tour.

Sincerely,

I. B. Housing
Housing Installation Program Director

HSC contact information

APPENDIX C
INFORMATION RELEASE



INSTALLATION: _____
PHONE: _____
FAX: _____
EMAIL: _____
WEBSITE: _____

Information Release

- ☐ I, _____ (Service member) give permission for the Navy Housing Service Center to share my contact and housing information, including PII, with _____ (the privatization partner) at _____ (installation).
- ☐ I, _____ (Service member) DO NOT give permission for the Navy Housing Service Center to share my contact and housing information, including PII, with _____ (the privatization partner) at _____ (installation) for the following reasons: _____

Service Member Name: _____

X

Service Member Signature

Date

FOR OFFICE USE ONLY

If not completed in person:

Permission received: ☐ Over the Phone ☐ By Email ☐ Other: _____

Counselor Name: _____

X

Counselor Signature

Date

PRIVACY ACT STATEMENT

AUTHORITY: 10 U.S.C. 3013, Secretary of the Navy; 10 U.S.C. 3047, Headquarters, Marine Corps; 10 U.S.C. 3053, Military Family Housing Management Account; DoD 4180.63-6, DoD Housing Management.

PURPOSE: To provide housing information to DoD and other military components and government agencies.

ROUTINE USE: In addition to those disclosures generally permitted under 5 U.S.C. 552a(b), routine uses include to assist the Navy Housing Office in determining an individual's status and qualifications who seek housing or assistance concerning Navy housing.

PRINCIPAL PURPOSE: To determine an individual's eligibility for Navy or Marine Corps housing (including privatized housing) and notification for subsequent assignment to housing or granting a waiver to allow occupancy of private housing. To determine priority and list individual's name on appropriate housing waiting list. To oversee housing occupancy once assigned.

DISCLOSURE: Voluntary; however, failure to provide the requested information will result in the inability to assist you.

Contact Your Local Housing Service Center
www.cnic.navy.mil/contacthousing

APPENDIX D LEASE REVIEW CHECKLIST


This checklist is offered as a generic example to be considered. The Housing Service Center (HSC) must customize it to fit their state and local statutes. The checklist is used to advise the customer when there are omissions or additions in the reviewed lease that could impact their tenancy. Always recommend the lease include the military clause. If a landlord refuses to modify the lease to include the military clause, the customer must decide whether or not they wish to sign the lease. *A checklist is used as a tool to display what is or is not included in the lease; it is not a legal opinion of the lease.*

Another purpose of the lease review is to point out terms an inexperienced tenant may not understand. One example is “*holdover tenancy*.” The HSC counselor is not looking at the lease to ensure holdover tenancy is included. Rather, if they find a holdover tenancy reference or clause, the counselor needs to explain it to the military customer.

ITEM	DESCRIPTION	YES	NO
Term of Lease	Start Date		
	End Date		
	Total length of time of the lease stated		
	Is there a holdover tenancy clause?		
Names of Parties to the Lease	Lessee/Tenant		
	Lessor/Landlord		
Address of the lease?			
Military Clause in the Lease?			
Notice requirement to terminate the lease	Same as state’s landlord-tenant statute		
	Something else specified in writing		
Security Deposit	Amount		
	Terms governing the return of deposit		
	Is there a separate pet deposit?		
Rent payment due date	The date it is due		
	When it is considered late		
	Payment of late fees		
Procedures outlined for reporting needed repairs			
Does the lease contain any terms in violation of the service member’s Civil Relief Act (SCRA)?			
Key policy addressed?	Dwelling		
	Pool Area		
	Common facilities such as clubhouse or fitness center		
	Mailbox		
Pets	Allowed		
	Not allowed		

Occupants	Maximum number of occupants allowed		
	Roommates allowed		
	Rules on guests		
Utilities and Services	Gas/Electric tenant pays		
	Gas/Electric landlord pays		
	Water tenant pays		
	Water landlord pays		
	Refuse tenant pays		
	Refuse landlord pays		
Grounds maintenance normally pertains to single family properties	Tenant is responsible for mowing and snow removal		
	Landlord is responsible for mowing and snow removal		
Allows a business in the home (example home day care)?			
Subletting authorized?			
End of Lease requirements	Utility shutoff by tenant		
	Cleaning requirement such as rug shampooing		
	Scheduling with the Landlord		
Signatures	Place for Tenant's signature		
	Place for Landlord's signature		

APPENDIX E
HOME FINDING CHECKLIST



HOME FINDING SERVICES

Customer Name: _____
Counselor Name: _____

Home Finding Counseling Checklist

This checklist is offered as a generic example for the Housing Service Center (HSC). Each location must customize it to fit their local practices and requirements. The checklist is used to ensure the HSC has advised their customers of the steps necessary for home finding services. Navy has a responsibility to support the PPV housing projects by assuring that all customers are fully informed on the benefits of living in privatized housing prior to making their housing decision.

<input type="checkbox"/> Explain Referral Services	<input type="checkbox"/> Housing Wants
<input type="checkbox"/> Pre-Determine Eligibility	<input type="checkbox"/> Size
<input type="checkbox"/> Active duty	<input type="checkbox"/> Neighborhoods
<input type="checkbox"/> Receive BAH	<input type="checkbox"/> Amenities
<input type="checkbox"/> Household make up	<input type="checkbox"/> Explain correlation between price and wants
<input type="checkbox"/> How many rooms probably eligible for	<input type="checkbox"/> Explain PPV Housing
<input type="checkbox"/> Request permission to share info w/ PPV	<input type="checkbox"/> PPV Housing
<input type="checkbox"/> Why the HSC wants to do this	<input type="checkbox"/> BAH/Cost
<input type="checkbox"/> What does it mean to the customer	<input type="checkbox"/> Wait List
<input type="checkbox"/> What it means if the customer declines	<input type="checkbox"/> Base Amenities
<input type="checkbox"/> Create Person Record in eMH	<input type="checkbox"/> Refer Customer to PPV
<input type="checkbox"/> Explain eMH to customer	<input type="checkbox"/> Explain RPP Housing
<input type="checkbox"/> Collect pertinent information	<input type="checkbox"/> What is the Program
<input type="checkbox"/> Explain the Housing Market Area	<input type="checkbox"/> How does it benefit the military tenant
<input type="checkbox"/> Competition for Housing in the market area	<input type="checkbox"/> Explain other Community Housing
<input type="checkbox"/> Supply of Housing in the market area	<input type="checkbox"/> HOMES.mil
<input type="checkbox"/> Housing Needs	<input type="checkbox"/> Explain Other Home Finding Services
<input type="checkbox"/> EFMP	<input type="checkbox"/> Fair Housing
<input type="checkbox"/> Wounded Warrior issues/concerns	<input type="checkbox"/> Issue Resolution
<input type="checkbox"/> Spouse employment	<input type="checkbox"/> Inspections
<input type="checkbox"/> School districts	<input type="checkbox"/> Environmental questions

APPENDIX F INSPECTION CHECKLIST



INSTALLATION: _____
PHONE: _____
EMAIL: _____
WEBSITE: _____

Navy Housing Inspection Checklist

NOTE: Inspections will only be conducted with all utilities turned on in the unit. This is necessary to both see while inside the unit and to verify working condition of electrical, plumbing and HVAC.

GENERAL INFORMATION

Date of inspection: _____

Landlord/Agent name: _____

Landlord/Agent phone number: _____

Landlord/Agent address: _____

Address of property inspected: _____

Dwelling type: _____

Number of bedrooms: _____ Number of bathrooms: _____ Square footage of unit: _____

Date available: _____

Housing Representative: _____

PRIVACY ACT STATEMENT
AUTHORITY: 10 U.S.C. 5015, Secretary of the Navy; 10 U.S.C. 3041, Headquarters, Marine Corps; 10 U.S.C. 2051, Military Family Housing Management Account; DoD 4165.63-M, DoD Housing Management.
PURPOSE: To provide housing information to DCM or other military components and government Agencies.
ROUTINE USE: In addition to those disclosures generally permitted under 5 U.S.C. 552a(b), routine uses include to assist the Navy Housing Office in determining an individual's status and qualifications who seek housing or assistance concerning Navy housing.
PRINCIPAL PURPOSE: To determine an individual's eligibility for Navy or Marine Corps housing (including prioritized housing) and notification for subsequent assignment to housing or granting a review to allow occupancy of private housing. To determine priority and list individual's name on appropriate housing waiting list. To oversee housing occupancy once assigned.
DISCLOSURE: Voluntary; however, failure to provide the requested information will result in the inability to assist you.

www.cnic.navy.mil/Housing

Home Finding Services ★ Inspection Services
Issue Resolution ★ Cost Savings Programs



HOUSING CHECKLIST

A. Electrical

	Pass	Fail	N/A
1. Receptacles are in working order and operational	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2. Switches, receptacles and fixtures must be intact and have proper coverings	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3. GFCI circuit for outlets within 6 feet of water source	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4. All smoke alarms must be in proper location and operable	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5. Carbon monoxide detectors must be in proper location and operable (not applicable if dwelling unit is all-electric)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
6. Circuit breaker panel is labeled and in a safe location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. All light fixtures are operable and have working bulbs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. Plumbing

	Pass	Fail	N/A
1. All toilets flush properly	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2. Each sink, lavatory, tub and shower have both hot and cold water	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3. All drains work properly (includes a/c condensate drains when present)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4. Water heater installation (excludes tankless water heaters) must comply with local standards	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5. Stoppers required for lavatories	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. No apparent leaks at any plumbing locations to include spigots, ice makers and washing machine hookups	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Bathrooms must have window or fan for ventilation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Master water shutoff valve for the unit is clearly marked	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C. HVAC (Heating, Ventilation and Air Conditioning)

	Pass	Fail	N/A
1. Any non-electric space heaters must be vented to the exterior of the home or removed from the premises	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2. Air conditioner cools	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3. Furnace heats	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4. Ceiling, attic, whole house fans are operational	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

D. Appliances

	Pass	Fail	N/A
1. Range (both oven and burners) is operational	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Microwave is operational	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Refrigerator and freezer are operational	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Dishwasher is operational	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Garbage disposal is operational	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Washer and Dryer, when provided, are operational <i>Note: if no connections are available in the dwelling unit there must be accessibility to laundry facilities in close proximity and located on the premises.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Range hood is operational	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

E. Environmental

	Pass	Fail	N/A
1. No visible sign of mold	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. No evidence of non-encapsulated lead-based paint or lead-based paint dust	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. No signs of water intrusion from exterior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. No water marks/stains that indicate interior leaking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. No evidence of pests (roaches, mice, etc) present	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

F. Security and Egress

	Pass	Fail	N/A
1. No deadbolts will be double keyed – must have thumb latch on inside of door	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Sliding patio doors must have security rod on inside	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. All windows and window wells in living areas meet local egress requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Minimum width of interior stairs and hallways (in interior living areas) must meet local egress requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. All interior doorways meet local egress requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Working locks on windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

G. Exterior

	Pass	Fail	N/A
1. Roof intact	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Siding intact	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Foundation is sound and intact	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. All windows must be operational and have screens in good condition to allow fresh air but no bugs to enter the residence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. House address (number) must be visible from the street	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Failure of any item in red results in failure of the inspection. To pass, the property must be re-inspected and all red items in compliance. On the non-red items, up to three can fail and property will still pass the inspection but will require correction. The HSC must be informed phone or by email after corrections are made (re-inspection not required).

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings visible.

- ☐ This property has passed inspection. **INITIAL** _____
- ☐ This property has passed inspection once the following has been remedied. **INITIAL** _____
- _____
- _____
- _____

I, _____ (landlord name), hereby certify that the above listed housing units comply with all federal, state and local laws against housing discrimination. Further, all agents/employees of the landlord are prohibited from any form of housing discrimination based on federal, state and local laws.

SIGNATURES AND DATE(S)

Housing Representative Signature

Date _____

Landlord/Agent Signature

Date _____

APPENDIX G
INSPECTION CRITERIA FOR COMMUNITY HOUSING



INSTALLATION: _____
PHONE: _____
EMAIL: _____
WEBSITE: _____

Navy Housing Inspection Criteria for Community Housing

It is the responsibility of the Housing Service Center (HSC) to ensure all community housing meet this Inspection Criteria.

The following standards are based on basic health and safety concerns and do not require advanced technical expertise or training although some basic foundational training may be required dependent upon an individual's background and experience. A few basic tools will be required such as a tape measure, flashlight and outlet tester. Total time for an inspection of most rental properties should not exceed 20 minutes.

This document encompasses basic health and safety items and are required for the benefit of the HSC customers. No exceptions will be made to these standards. The Navy Housing Inspection Checklist is provided and follows the same category groupings used below.

A. Electrical

Inspections do not require the skills of an electrician. Most of the components can be verified by a visual inspection and/or observation. Some components will require easy-to-read equipment (such as the outlet tester) or actual testing of the electrical device by depressing a test button on items such as Ground Fault Circuit Interrupters (GFCI) circuits and smoke detectors.

1. All receptacles in the home must be grounded and working properly as indicated by an outlet tester. The outlet tester will indicate if the receptacle is operational and grounded. If a problem is present, the outlet tester will indicate the nature of the problem. One example would be an open ground. It is not up to the Inspector to determine the cause of the problem, only that there is a problem. The Property Manager is responsible for determining the cause of the problem and taking corrective action.
2. All switches and receptacles will be visually inspected to ensure they are intact and undamaged. Covers will be in place to prevent children from sticking their fingers into open outlet boxes. Switches and receptacles will be free of cracks and/or broken pieces.

www.cnic.navy.mil/Housing

Home Finding Services ★ Inspection Services
Issue Resolution ★ Cost Savings Programs



3. Any outlet within 6 feet of a water source must have Ground Fault Circuit Interrupters (GFCI) protection against shock. GFCI protection may be in the form of a GFCI receptacle (has the red breaker switch on the outlet) or a GFCI circuit breaker on the main electrical service panel. Either form of GFCI has a test button that should be depressed by the inspector to see if the circuit trips. Another option is to use a GFCI outlet tester that can be plugged into the receptacle to determine if it is properly wired.
4. All smoke alarms must be in the proper locations and in good working order. The inspector will depress the test button to ensure the alarm is working. Smoke alarms are required in all sleeping rooms:
 - Outside of each sleeping area in the immediate vicinity of the sleeping rooms
 - On each level of the dwelling unit including the basement

Smoke alarms are **not** recommended for kitchens.

5. Carbon Monoxide detectors will be installed in dwelling units that have attached garages that are not otherwise ventilated or units that have fuel-burning (non-electrical) appliances. They will be located outside the sleeping areas and on each level of the dwelling unit including basements.
6. Circuit breaker panels (also called electrical service panels) must be accessible inside the dwelling unit with each circuit clearly marked.
7. Light fixtures in living areas (excluding closets and storage areas) must operate from a switch and have a working bulb in each socket. A non-working bulb could simply be burned out or could indicate a non-operational socket or an electrical short. The switch must not emit any buzzing sounds or arcing which could indicate a possible short.

B. Plumbing

This component primarily requires visual inspection and simple testing of plumbing fixtures.

1. All toilets must flush properly which includes evacuation of water from the bowl without blockages as well as refilling the tank. There may be no leaks from the tank, water supply line or at the base of the toilet.
2. All sinks, lavatories, tubs and showers will have both hot and cold water. Turn on the hot water tap and let it run until the water heats up,
3. Turn on all faucets to medium force to determine if fixtures drain properly. Slow or backed-up drains are not acceptable.
4. All water heaters (excludes tankless water heaters) must have a pressure relief valve. There must be a discharge line (usually consisting of PVC pipe) extending from the pressure relief valve to within six inches of the floor. If water heater is located in a garage it must be at least 18 inches above floor level and be protected from car collision damage by a pipe bollard or some other type of collision prevention device.

While in the mechanical room during air conditioning season, check the condensate line/drain pan to ensure no blockage exists that may cause water damage inside the dwelling unit.

5. Lavatories and sinks must have functioning stoppers. This can be either a mechanical stopper as part of the faucet or a detached plug/stopper.
6. All wet areas of the dwelling unit (bathrooms, kitchens, laundry rooms or any other room with a domestic water source) shall be inspected for leaks from water supply and drain lines. Leaking water can lead to structural damage, mold, etc.
7. Bathrooms must be ventilated to dissipate moisture and reduce mold issues. Ventilation can be either a window (window must be operational, meaning it can be opened) or a ventilation/exhaust fan. Inspect the water heater to ensure it is installed on a solid, level surface.
8. A master water shutoff valve for the dwelling unit will be clearly marked and easily accessible. Note: this requirement can vary in different parts of the country depending on construction practices. An acceptable alternative may be to have individual shutoff valves at each plumbing fixture.

C. HVAC (Heating, Ventilation and Air Conditioning)

In most cases this component requires the inspector to verify the item is operational. Depending on the time of year the inspection is conducted, it may not be possible to verify operation. As an example, in January in the northern US, it may not be possible to determine proper operation of the air conditioner. In this case, the inspector would check N/A on the Inspection Checklist and annotate that it could not be checked.

1. All non-electric space heaters must be vented to the exterior of the dwelling unit. Space heaters may be fueled by natural gas, oil, propane or kerosene. Unvented space heaters using these fuels can cause carbon monoxide accumulation in the dwelling unit resulting in carbon monoxide poisoning. In older homes the inspector may find an unvented natural gas space heater connected to a gas line. Although it may not be turned on at the time of the inspection, it will be disconnected by the owner/property manager and removed from the dwelling unit.
2. If the dwelling unit has air conditioning, the inspection will ascertain that the unit works but will not be able to determine how efficiently it works. The unit will be turned on at the start of the inspection to determine if cool air is produced. Air temperature can be checked with an infrared temperature sensor (point and pull the trigger).
3. The furnace must raise the temperature inside the dwelling unit. The inspection will ascertain that the unit works but will not be able to determine how efficiently it works. The unit will be turned on at the start of the inspection to determine if the unit produces warm air. Air temperature can be checked with an infrared temperature sensor (point and pull the trigger).
4. Ceiling fans are not required but, if they are present in the dwelling unit, they must be operational. Turn fan on using either a wall switch (if one exists) or the pull chain on the fan itself.

Whole house or attic fans are not required but if they are present in the dwelling unit, they must be operational. Turn the fan switch on to determine if it is operational.

D. Appliances

Appliances will be operational, in a good state of repair and clean. The inspection is visual and requires turning on the appliance controls. No testing equipment is required.

1. Kitchen range and oven are operational. All burners on the cooktop work when dial is in the on position. All oven heating elements and lights are operational. Pilot light on gas ovens work properly. Anti-tip brackets are installed to prevent the range from tipping forward when the oven door is open. The reason for the anti-tipping requirement is when the oven door is open, a child could sit or stand on the open door causing the oven to tip forward spilling anything cooking on the stove to fall onto the child. Additionally, the appliance will be free of grease to prevent fires as well as for sanitary reasons. Oven door seals will be pliant and intact.
2. Microwave ovens (when present) will operate correctly and have no missing parts or damage that could result in radiation leaks.
3. Refrigerators and freezers must be clean, mold free, operational and in a good state of repair. There will be no missing parts such as crisper drawers. Refrigerator freezer compartments must have either ice makers or ice cube trays. All lights must work and all door gaskets must be pliant and intact.
4. Dishwashers (when present) are operational and are tested by starting a wash cycle to ensure water supply is connected. Visually check the door gasket to make sure it seals properly and does not allow water to leak during operation. There must be no mold or mildew present.
5. Garbage disposals (when present) must be operational when turned on at the switch. The rubber sink gasket that leads into the disposal unit must be free of mold and mildew.
6. The dwelling unit must have washer and dryer connections or have accessibility to laundry facilities in close proximity and located on the premises; when washers and dryers are provided they must be operational and in a good state of repair. Washers will be visually inspected for mold, proper door gaskets to prevent leaks and verification that water does flow into the machine as required. Dryers will be checked to ensure they are vented and that there is no buildup of lint either in the lint filters or in the exhaust vent since such a buildup could cause a fire.
7. Range hoods may be vented or unvented and will be inspected to determine if they operate properly. Turn the light switch and fan motor switch on to test. Ensure that the range hood fan filter is in place and is the correct size. The unit will be clean and free of grease.

E. Environmental

1. This component is a visual inspection looking for potential environmental hazards. Should mold be observed or if there are indications that lead the inspector to believe mold might exist out of sight such as inside a wall, the property owner will be required to arrange a professional inspection to: 1) determine if mold exists; 2) outline necessary steps to mitigate the problem; or 3) provide documentation that no mold exists.

Check all areas of the home for any visible signs of mold. An inspector might expect to find mold only in wet areas but it is possible to find mold migrating from wet areas to non-wet areas due to seepage under sill plates, floor coverings, etc.

2. In homes built prior to 1978 one can expect to find lead paint. In many instances it has already been encapsulated. However, any building component in an older home that is a friction point can produce lead paint dust which is extremely toxic to children and can cause serious brain damage. One example would be the window sash that moves up and down when the window is opened and closed. The inspector will use lead wipes in the window sill or on the window stool to determine if lead dust is present and therefore a hazard to children. The resident will be made aware that lead dust may be present.
3. Conduct a visual inspection for signs of water intrusion from the exterior of the dwelling unit to the inside. One example would be water stains on the ceiling that might indicate a roof leak. Water stains below a window could indicate a window leak. Long-term leakage can cause wood to rot, sheetrock deterioration, a damp environment that can cause an increase of insects and propagation of mold.
4. Conduct a visual inspection of interior areas such as basements where pipe leakage could occur. This would include areas other than the wet areas described under the plumbing section. Any dampness can result in structural weakening or mold growth.
5. Conduct a visual inspection of drawers, cabinets and baseboards for signs of rodents, insects or other pests. Evidence includes animal feces, eggs or dead pests. Mouse droppings can be a source of Hanta Virus and will be thoroughly cleaned up before a tenant moves into the unit.

F. Security and Egress

Security requirements improve the physical safety of residents and will provide peace of mind for customers whose spouses are frequently absent due to mission requirements.

Egress is an important consideration for any dwelling unit. In case of emergency, all residents must be able to evacuate the premises immediately and safely. Egress requirements are identified for primary means of escape and secondary means of escape. Primary means of escape shall be a door, stairway or ramp providing a means of unobstructed travel from the dwelling unit at street or finished ground level. Secondary means of escape are windows in living areas. Each sleeping room must have at least one form of egress. HSC inspectors will be thoroughly familiar with egress requirements. The following requirements pertain to secondary egress.

1. Deadbolts **will not be double-keyed**. The deadbolt must have a thumb latch for locking and unlocking on the inside of the door. In case of an emergency residents (especially children) may not be able to locate the key for a double keyed deadbolt making escape difficult if not impossible.
2. Sliding patio doors must have two locks, both of which are operational. Normally there is the primary lock that comes from the manufacturer as part of the door assembly. The second lock may be a wooden rod/dowel that sits on the tracks, preventing the door from sliding open from the outside. It could also be a thumb screw lock that attaches to the track and prevents the door from sliding open. **No keyed lock may be used** on the door track because residents (especially children) may not be able to locate the key for a double keyed deadbolt making escape difficult if not impossible.
3. All bedrooms (if there is no exterior door opening out from the dwelling unit to a balcony or patio) must have at least one window on an outside wall that meets local minimum egress requirements. Windows must open without special tools, keys or special efforts. Windows must provide a clear opening meeting local requirements or not less than 5.7 SF. Clear openings must meet local requirements or not be less than 20 inches wide nor 24 inches high. The bottom of the clear opening must meet local requirements or not be more than 44 inches above the floor.

Window egress must meet local requirements or not be within 20 feet of the finished ground level. Most two-story homes will meet this requirement. A three-story home would likely not meet the requirement. If the distance is greater than local requirements or 20 feet, the room may not be used as a bedroom unless a fire escape system is available.

Windows in living areas having a sill height below finished ground level must still meet the requirement for a clear opening plus they must have a window well meeting the following requirements:

- Dimensions of the window well must allow the window to be fully opened.
 - The window well shall have a net clear opening meeting local requirements or not less than 9 SF.
 - The length and width of the window well must meet local requirements or not be less than 36 inches.
 - Window wells must meet local requirements or be not less than 44 inches, they must be equipped with a permanently affixed ladder or with steps that allow residents to reach ground level. Ladder or steps cannot encroach on the minimum clearance requirements of the window well.
4. The minimum width of interior stairs and hallways in interior living areas must meet local egress requirements.
 5. The minimum width of interior doors must meet local egress requirements.
 6. Window latches/locks must be in good working order. There can be no loose or missing screws or hardware. Keyed locks **will not** be used on windows because of egress concerns during an emergency. Residents (especially children) may not be able to locate the key for a keyed window lock making escape during an emergency difficult if not impossible.

G. Exterior

A quick walk around the dwelling unit doing a visual inspection of the exterior of the house will be sufficient to obtain an idea of problems that may be found. The inspector is also able to obtain a feel for potential security issues that may require a closer look once inside the dwelling unit.

1. Inspect the roof to see if it is intact. This is a visual inspection from the ground and does not require climbing on the roof. There must be no missing or damaged shingles; no missing gutters nor damaged fascia and soffits; and no tree limbs lying on the roof or brushing the roof when the wind blows. Flashings will be in a good state of repair.
2. All siding will be undamaged and intact. Paint will be in good condition. Siding will be free of mold, mildew, moss or vines which might harbor pests.
3. No cracks or holes will be visible in the foundation of the dwelling unit and it will be structurally sound based on this visual inspection. Windows in the foundation walls will be caulked with no apparent gaps.
4. All windows will be operational and have screens that are in a good state of repair for purposes of the resident gaining ventilation through windows without letting bugs into the dwelling unit. A hole in screens no larger than ½ inch in diameter may be acceptably repaired (patched) with screen patches. Screens with holes larger than ½ inch in diameter must be replaced.
5. House numbers will be placed on the street-side of the dwelling unit and be easily visible from the street. This feature makes it easier for emergency vehicles to find the property.

APPENDIX H
RENTAL PARTNERSHIP PROGRAM HOUSING SERVICE CENTER DOCUMENTS

RPP DOCUMENTS



**RPP Housing Service Center
(HSC) Documents**

- **Service Member Counseling Sheet**
 - **Landlord Cover Letter**
 - **Landlord Agreement**
- **Verification of Eligibility Form**



Contact Your Local Housing Service Center
www.cnic.navy.mil/housingquickreference



INSTALLATION: _____
PHONE: _____
EMAIL: _____
WEBSITE: _____

Service Member Counseling Sheet

Eligibility

- ☐ Service member or spouse with Power of Attorney (general, special or financial upon local requirements) is applying for RPP.
- ☐ Service member has at least 180 days remaining before End of Active Obligated Service (EAOS) and Projected Rotation Date (PRD).
- ☐ Service member has presented the Housing Service Center (HSC) with a copy of his/her orders and Leave and Earnings Statement (LES).
- ☐ The HSC will inform Service members that:
 - No Landlord can refuse to rent to any rank at the current RPP rental rate.
 - Service members cannot be turned down unless a bad reference has been received from a previous Landlord.
 - Service members cannot be turned down for poor credit.

Requirements

- ☐ Credit checks will not be performed as service members are approved based on EAOS, PRD and drawing Basic Allowance for Housing (BAH) or Overseas Housing Allowance (OHA).
- ☐ If the amount of Basic Allowance for Housing (BAH) or Overseas Housing Allowance (OHA) the Service member receives does not cover the entire rent, it is at the landlord's discretion to use additional financial information, including that of spouses and roommates. Only in this case may a credit check fee apply to the spouse or roommate.
- ☐ The Service member must authorize their current or prior Landlord to release information regarding their tenancy to include, but not limited to, rent payment, proper lease termination, unit sanitation issues and appropriate conduct.



Contact Your Local Housing Service Center
www.cnic.navy.mil/housingquickreference

- ☐ After the initial term of the lease has expired, the Service member may continue under the RPP on a month-to-month basis or may sign a new lease but must notify the HSC of this action.
- ☐ The Service member will provide the HSC with a Renewal Notice of Intent for a RPP renewal.
- ☐ The Service member will not stop their existing allotment.
- ☐ The Service member will increase/decrease their existing allotment based on new rental rate.

Policy

- ☐ All state and Federal laws apply.
- ☐ Service members must be informed of the provisions of the Service Members Civil Relief Act (SCRA) and applicable state Landlord/tenant laws in an effort to limit issues and problems during the lease period. More detailed information can be provided to all parties via the following link:
www.justice.gov/crt/spec_topics/military/scratext.pdf
- ☐ It is mandatory that the Service member initiate an allotment for payment of the monthly rent to the Landlord. Interim rent is the Service member's responsibility and must be paid in advance directly to the Landlord until the allotment becomes effective.
- ☐ Should the Service member stop the allotment, they are no longer covered under the RPP lease. The Landlord may charge a deposit and convert the lease to a conventional lease for the market rate based on the original market rate of the initial RPP lease. The Landlord may also charge the Service member the difference for the past months of the lease (market rate vice RPP discounted rate).

Notwithstanding the foregoing, when a Service member terminates an allotment based upon a right or entitlement under state or local law to withhold rent due to uninhabitability of the premises, the landlord may not require a security deposit, nor end the rent reduction benefit, nor assert a charge for the payment of past rent discounts, unless and until the matter is adjudicated under state or local law or otherwise compromised and settled by the parties. The Service member and the landlord each have recourse to HSC for fact-finding and moderation assistance as a means of amicably resolving issues relating to habitability of properties and payment of rent.

- ☐ A RPP participating Landlord cannot refuse to rent to a Service member based upon rank or poor credit history but may turn them down for poor rental references as verified from a previous Landlord.
- ☐ In the event the Service member experiences discrimination, they will notify the HSC and will be counseled on how to file a complaint.
- ☐ It is the responsibility of the Service member to obtain a Letter of Intent from the Landlord which must be returned to the HSC.
- ☐ A previous inspection performed by HSC does not guarantee systems, appliances or other aspects of the property.
- ☐ Service member and Landlord are responsible for completing the move-in inspection. A copy of the RPP Inspection Criteria and Checklist is available and will be provided to the Service member.

- ☐ Regardless of whether the HSC has or has not inspected a specific unit, ultimate responsibility and acceptance of unit belongs with the Service Member as the signee of the lease.
- ☐ The Service member will be required to sign a rental lease agreement.
- ☐ The Service member must provide the Landlord two items in order to receive keys to the unit:
(1) Proof the allotment was initiated; (2) the pro-rata rent due at move-in.

Lease Termination and Eviction

- ☐ Service member may terminate the lease with PCS orders, discharge orders, retirement or deployment for more than 90 days or by mutual agreement.
- ☐ In order to terminate the lease, a copy of orders must be presented along with a 30 day written notice. Charges for a partial month and substantiated damages may apply.
- ☐ If the Service member chooses to terminate their RPP lease before the lease termination date for reasons other than those covered by the State Residential Landlord Tenant Act or SCRA, the Landlord has the legal right to charge a termination fee (a monetary penalty). To determine the cost of this penalty, the Service member must contact their Landlord.
- ☐ Before the Service member moves out, he/she is responsible for coordinating a joint final check-out inspection with the Landlord. The inspection shall be done when the Service member is ready to relinquish possession and turn over the keys or no more than 72 hours prior to the termination date.
- ☐ Evictions are at the discretion of the Landlord. All Federal, state and local laws must be adhered to and the HSC must be notified of any pending evictions
- ☐ A Housing Counselor may be notified to act as a third party to any unresolved issues.

By signing this document, I _____, acknowledge that I have read and understand everything herein.

X

Service Member Signature

Date

X

Counselor Signature

Date



INSTALLATION: _____
PHONE: _____
EMAIL: _____
WEBSITE: _____

Landlord Cover Letter

HSC Address
City, State Zip
Day Month, Year

Dear Landlord,

The Navy Housing Service Center (HSC) at _____ (Command Name) would like to invite you to participate in an exciting program for Landlords. The Rental Partnership Program (RPP) is a great way to market your available housing directly to the Service members at _____ (Command Name).

The RPP provides active duty military personnel with affordable off-base housing and works with Landlords to offer a great deal and reliable tenants.

Benefits to you, the Landlord:

- **Expanded Marketing:** Inclusion in service approved networks and listing of RPP properties given to Service members.
- **Length of Lease:** Applicants must have permanent orders for the minimum negotiated lease period at the arriving duty station.
- **Prescreened Service Members:** Housing eligibility has been verified by the HSC prior to contact.
- **Rent Paid by Allotment:** Rent must be paid by allotment for the Service member to qualify.

Enclosed, you will find several documents outlining the program requirements as well as Landlord Frequently Asked Questions.

For additional information on this program, please contact the Housing Service Center (HSC) and ask for a RPP Counselor.

Contact us to enroll your property today!

Respectfully,
HIPM



Contact Your Local Housing Service Center
www.cnic.navy.mil/housingquickreference



INSTALLATION: _____
PHONE: _____
EMAIL: _____
WEBSITE: _____

Landlord Agreement

This Agreement is entered into this _____ day of (Month and Year) _____
by and between _____ (Complex Management Company or Owner),
(hereinafter referred to as Landlord) and Installation Commanding Officer, _____
(Command Name) (hereinafter referred to as the Installation).

Whereas, the Landlord owns certain property in the City of _____, State of _____, which is held for the
purpose of residential rental to the general public and further described to wit:

(Address of Property with City, State and Zip)

Whereas, it is to the mutual benefit of the Landlord and the Installation that residential rental units be available
to military personnel at an agreed rental rate.

Now, thereafter, in consideration of the mutual benefits accruing to the parties hereto, the Landlord and the
Installation agree as follows:

1. The term of this Agreement shall be for one year commencing on _____ (Date) and terminating
on _____ (Date Plus One Year). *(Date will be determined by Housing Office)*
2. This Agreement may be continued for an additional period of time from one to three years upon mutual
agreement of parties hereto. Such agreement shall be evidenced by a written addendum attached to this
Agreement to be executed by both parties at least sixty (60) days prior to its expiration indicating that this
Agreement has been extended for an additional period of time from one to three years.
3. Landlord agrees to incorporate the terms of this Agreement into any lease executed under this program by
reference thereto in the lease and by attaching a copy of this Agreement to the lease and the terms herein
shall take precedence over any conflicting terms in the lease. Nothing in this Agreement is intended to affect
existing leases executed by military tenants prior to the date of this Agreement, unless so desired by the
Landlord and the affected tenants.
4. Any lease entered into under this Agreement shall remain in effect for the full term of the lease regardless of
whether this Agreement remains in effect or is terminated during the term of the lease.



Contact Your Local Housing Service Center
www.cnic.navy.mil/housingquickreference

5. During the term of this Agreement, Landlord agrees to lease the rental units described above to service personnel assigned to the area and his/her family members authorized housing at a monthly rate that is _____ (Insert dollar or percentage amount) below scheduled rent. Should a change in fair market value result in increase of scheduled rent, Landlord may increase Service member's monthly rate but only one time per year on the anniversary date of the new lease and not to exceed an amount which is _____ (Insert dollar or percentage amount) below the newly established scheduled rent.

6. Landlord will accommodate the following member rates as to requirements set herein, as follows:

#Bedroom/#Bath	RPP Price	Market Rent	# Units
	\$	\$	
	\$	\$	
	\$	\$	

7. The monthly rental rate shall include all appliances, amenities and services normally provided to tenants at no additional charge.
8. Rental units will be inspected by officials of the Installation prior to execution of this Agreement and from time to time thereafter. Units not conforming to or maintained within Navy RPP inspection standards will be removed from the program. Prior to removal, the Landlord will be provided written notice of the deficiencies and a thirty (30) day opportunity to correct deficiencies. Neither the Installation nor the Navy or United States Government provide any warranty, guarantee, endorsement or imprimatur based upon the results of the inspection of units.
9. Landlord may charge a reservation fee up to \$250 which is applied toward the first month's rent. If for some reason the Service member does not qualify, the fee will be returned. If the Service member qualifies but decides not to take the rental, the reservation fee will be forfeited. Any other types of administrative fees are not authorized in the Rental Partnership Program. In addition, Service member will not be required to meet a minimum income requirement and Landlord agrees that a Service member will not be denied occupancy of the rental unit due to a negative credit reference but could be denied occupancy if there are past poor rental references. Service member will be responsible for pet deposit/fee.
10. Landlord may require a reduced or waived security deposit. If state or local laws allow the use of surety bonds, they can be used to satisfy this requirement.
11. The Service member will agree to participate in the allotment payment system for payment of rental costs. If allotment is not started or is terminated during the term of the lease, Service member will become ineligible to participate in the Rental Partnership Program, be required to pay security deposit and will lose rent reduction benefit.

12. Neither the Installation, Navy, nor United States Government guarantees the payment of rent under the Rental Partnership Program either as an allotment or otherwise. The Service member (tenant) may elect to exit the RPP and stop their allotment at any time. Should the Service member stop the allotment, the Landlord may charge a deposit and difference of the discount for the past months of the lease. The member may be converted to a conventional lease and pay the market rent based on the original market rent of the initial Rental Partnership Program lease. Rental Partnership Program requires the Service member to pay rent directly to the Landlord on the first of the month by certified funds (certified check, cashier check, money order or direct deposit) until the allotment begins.

Notwithstanding the foregoing, when a Service member terminates an allotment based upon a right or entitlement under state or local law to withhold rent due to uninhabitability of the premises, the landlord may not require a security deposit, nor end the rent reduction benefit, nor assert a charge for the payment of past rent discounts, unless and until the matter is adjudicated under state or local law or otherwise compromised and settled by the parties. The Service member and the landlord each have recourse to HSC for fact-finding and mediation assistance as a means of amicably resolving issues relating to habitability of properties and payment of rent.

13. As a condition of this Agreement, the Installation, as an agent of the United States Government, does not assume any liability for itself, the Department of the Navy, the United States Government, or any department, command, unit, activity, bureau, office, or other organization, its servants, employees or assigns for payment of rent, any damages to the rental unit, or for any other fees or obligations incurred by military tenants. This Agreement does not in any way obligate government appropriated or non-appropriated funds for payment of any claims or damages associated with the provisions of this document, associated documents, or any lease executed under the Rental Partnership Program. The Landlord understands that the Installation is not acting as a surety or guarantor for any rental payments or any other obligations at any time or under any circumstances, and will not be made a party to any suit, claim or demand made against the military tenant for responsibilities incurred by the tenant during the tenancy. The Installation will not indemnify the Landlord in any way or under any circumstances.
14. The Installation shall not be required to provide any tenants to the Landlord but agrees to refer potential tenants to Landlord by providing prospective tenants with information such as pamphlets, brochures, a list of all services provided and any other pertinent information about their communities, which must be provided by the Landlord, at no cost to the Installation.
15. In accordance with the Service members Civil Relief Act and the (State) Annotated Statutes, Chapter _____, if a Service member receives Permanent Change of Station (PCS) orders, deployment orders or temporary duty (TAD/TDY) orders for a period in excess of 90 days, any liability of the person or rent under the lease may not exceed thirty (30) days after the date the next rental payment is due for the number of days allowed by state law, whichever is less. Member will provide Landlord with a copy of his/her orders or housing offer letter.
16. The initial Rental Partnership Program lease term is _____ to _____ months. Once a Rental Partnership Program member has fulfilled his/her lease rental term, the contract automatically converts to a month-to-month lease or with option to renew for _____ to _____ months. Upon completion of the initial lease period, the tenant may terminate the rental agreement by submitting a written intent to vacate to the Landlord thirty (30) days prior to vacating.
17. If the Service member terminates the Rental Partnership Program lease any time after the first lease term, based on the SCRA, the Landlord is NOT authorized to recoup waived rents/fees or security deposits. The Service member must give a proper thirty (30) day termination notice, based on compliance with the Rental Partnership Program agreement, SCRA and the applicable State Residential Landlord Tenant Act, regardless of when the termination occurs during the Rental Partnership Program lease term.

18. Service members participating in this program will be required to notify HSC of move-out date and obtain verification by Landlord as to the condition of the rental unit when vacating, prior to clearing the Installation.
19. The Installation Commanding Officer (CO), or any designee or any superior authority may terminate the Agreement for any reason based upon the best interests of the Installation, Navy, or the United States Government by providing a sixty (60) day notice of termination forwarded in writing to the Landlord.
20. The Housing Service Center will monitor the number of valid complaints related to the Landlord. In the event a Landlord receives three valid complaints that are not corrected in a timely manner, the Installation CO/HIPM will notify the Landlord in writing of termination from the Rental Partnership Program.
21. Each Service Member residing in the unit is equally responsible. One Service Member receiving orders does not cancel the lease unless the rental amount exceeds the remaining Service Member's housing allowance.

X

Landlord, Printed Name and Signature

Date

X

Housing Installation Program Manager, Printed Name and Signature

Date

PRIVACY ACT STATEMENT

AUTHORITY: 10 U.S.C. 3013, Secretary of the Navy; 10 U.S.C. 3041, Headquarters, Marine Corps; 10 U.S.C. 2831, Military Family Housing Management Account; DoD 416583-M, DoD Housing Management.

PURPOSE: To provide housing information to DOD or other military components and government agencies.

ROUTINE USE: In addition to those disclosures generally permitted under 5 U.S.C. 552(a)(3), routine uses include to assist the Navy Housing Office in determining an individual's status and qualifications who seek housing or assistance concerning Navy housing.

PRINCIPAL PURPOSE: To determine an individual's eligibility for Navy or Marine Corps housing (including privatized housing) and notification for subsequent assignment to housing or granting a waiver to allow occupancy of private housing. To determine priority and list individual's name on appropriate housing waiting list. To oversee housing occupancy once assigned.

DISCLOSURE: Voluntary; however, failure to provide the requested information will result in the inability to assist you.



INSTALLATION: _____
PHONE: _____
EMAIL: _____
WEBSITE: _____

Verification of Eligibility

Service member is eligible for all available rentals on the Rental Partnership Program that do not exceed \$_____ per month in rent.

I, _____ (Name),
_____ (Branch of Service)
_____ (Pay Grade/Rank) Hereby understand
through my participation in the, _____ (Command Name) Rental
Partnership Program that when I sign a lease, it will be for 6 to 12 months under the terms of the Agreement
between _____ (Command Name) and the approved Landlord.

Projected Rotation Date (PRD): _____

End of Active Obligated Service (EAOS): _____

As a condition for no (or reduced) security deposit and other benefits, I understand that I must execute an allotment for rental payment made directly to the Landlord.

X

Service Member Signature _____ Date _____

X

Housing Representative Signature _____ Date _____

Housing Representative Phone: _____ Housing Representative Fax: _____

Service member may rent at higher price with satisfactory credit report if he/she, based upon dual spousal income, roommate(s) or some other extenuating circumstance, desires to lease a unit whose rent would normally exceed Basic Allowance for Housing (BAH) or Overseas Housing Allowance (OHA). *Note: The Service member understands that he/she will pay for the credit report and that the authorization to rent the higher priced unit is entirely at the discretion of the Landlord.* _____ (Initials)

PRIVACY ACT STATEMENT

AUTHORITY: 10 U.S.C. 5013, Secretary of the Navy; 10 U.S.C. 5041, Headquarters, Marine Corps; 10 U.S.C. 2831, Military Family Housing Management Account; DoD 4165.61-M, DoD Housing Management.

PURPOSE: To provide housing information to DOD or other military components and government agencies.

ROUTINE USE: In addition to those disclosures generally permitted under 5 U.S.C. 552a(b), routine uses include to assist the Navy Housing Office in determining an individual's status and qualifications who seek housing or assistance concerning Navy housing.

PRINCIPAL PURPOSE: To determine an individual's eligibility for Navy or Marine Corps housing (including privatized housing) and notification for subsequent assignment to housing or granting a waiver to allow occupancy of private housing. To determine priority and list individual's name on appropriate housing waiting list. To oversee housing occupancy once assigned.

DISCLOSURE: Voluntary; however, failure to provide the requested information will result in the inability to assist you.



Contact Your Local Housing Service Center
www.cnmc.navy.mil/ContactHousing

APPENDIX I
RENTAL PARTNERSHIP PROGRAM SERVICE MEMBER DOCUMENTS

RPP DOCUMENTS



RPP Service Member Documents

- **Service Member Frequently Asked Questions**
 - **Service Member Application**
 - **Service Member Housing Release**
- **Addendum to Service Member Application**
 - **Renewal Addendum**



Contact Your Local Housing Service Center
www.cnic.navy.mil/housingquickreference



INSTALLATION: _____
PHONE: _____
EMAIL: _____
WEBSITE: _____

Service Member Frequently Asked Questions

Does RPP help me save money?

The RPP offers real cost savings to Service members living in the community. The RPP homes that are available have already been screened and inspected by the local Navy Housing Service Center (HSC).

The program guarantees the Service member reduced rates and reduced or no security deposit and administrative fees.

Also, RPP requires rent be paid by allotment, making it one less bill you have to think about every month.

What is RPP Housing?

The RPP is designed to provide military personnel, enlisted and officers, with affordable off-base housing. This program is governed by an agreement between Landlords and the local Installation Commanding Officer (CO) or Housing Installation Program Manager (HIPM).

This program exists to ease the transition for our Service members relocating under orders and to help defray some of the costs incurred with moving. Service members receive reduced rental costs, pay reduced or no security deposit and application fees. If state or local laws allow the use of surety bonds, they can be used to satisfy this requirement. Credit checks are minimal as applicants are approved based on End of Active Obligated Service (EAOS), Projected Rotation Date (PRD) and drawing Basic Allowance for Housing (BAH) or Overseas Housing Allowance (OHA). Applicants must have permanent orders to the area.

This program permits Landlords to voluntarily obligate apartments, houses or townhouses for rent to military personnel. Housing units which are offered to the RPP are evaluated and qualified to meet the Navy's minimum standards.



Contact Your Local Housing Service Center
www.cnic.navy.mil/housingquickreference

Will I have to pay additional fees or a security deposit on RPP Housing?

There are no administrative fees associated with RPP Housing. However, the Landlord may charge a reservation fee of up to \$250 to hold a housing unit. The reservation fee will be applied towards the first month's rent. If for some reason the Service member does not qualify, the fee will be returned. If Service member qualifies but decides not to take the rental the reservation fee will be forfeited.

Can a Landlord change the rent based on a Service member's rank?

No, there is an established RPP rate that is not based on rank.

I have poor credit; can I still use RPP?

Yes, you can still participate in the RPP. No one can be denied because of credit history.

I have a pet; will I be required to pay additional pet deposits or other associated fees?

RPP does not dictate Landlord pet policy. Individual Landlords may require additional pet fees.

Am I eligible for housing in the RPP?

All active-duty Service members are eligible, either accompanied or unaccompanied, with a minimum of 180 days remaining prior to EAOS and PRD.

How do I get approved for RPP?

The Service member must provide orders and Leave and Earnings Statement (LES) to the HSC. The Service member must have a minimum of 180 days remaining prior to EAOS and PRD. The Service member must complete a counseling session in person or over the phone with the HSC. When counseling has been completed, the Service member will receive a letter of eligibility, which is presented to the Landlord, authorizing participation in the RPP.

I am currently in a lease; when can I get into RPP?

It is up to the individual management companies to release a member from their current lease to participate in this program. The Service member can participate in the RPP at the end of the original lease term by signing a new lease. If the Service member decides to participate in the RPP, the Landlord must refund the difference in security deposit within 30 days. Rent would be the negotiated RPP rate.

Can I enter into an RPP lease with roommates?

Service members may enter into an RPP lease with roommates. All Service member roommates must complete the RPP Addendum. Additionally, each Service member must complete all RPP Requirements and be aware of their rights and responsibilities under the Service Members Civil Relief Act (SCRA).

Are RPP properties inspected?

All RPP properties have been inspected for adherence to program requirements by the HSC. Additionally, the Service member and Landlord are responsible for doing a move-in and move-out inspection. Contact your HSC for information and inspection forms: www.cnmc.navy.mil/housingquickreference.

How do I pay rent?

The Service member must initiate rent payment by allotment via the personal support division or through a HSC approved allotment company.

What happens after my lease expires?

After the initial term of the lease has expired, the Service member may continue under the Rental Partnership Program on a month-to-month basis or may sign a new lease.

What happens if I receive orders during my lease?

If the Service member receives orders in excess of 90 days and is transferred from his current permanent duty station (per the SCRA guidelines), the Service member may terminate the lease before the end of the lease period under the military clause. The Service member must present a copy of their orders to the Landlord along with a 30 day written notice.

What happens if I break my lease outside of the SCRA?

A Service member is bound by the lease and provisions for all other types of termination apply.

What if I have a problem with the Landlord or property?

The Service member may contact the HSC directly if they are having difficulty resolving a problem with the RPP lease, RPP property or other Landlord/tenant dispute. The HSC will perform Issue Resolution Services as an independent third party.

Additionally, the HSC will monitor the number of valid complaints related to a Landlord. In the event a Landlord receives three valid complaints that are not corrected in a timely manner the Landlord will be removed from RPP.

Definition of Common Terms

Administrative Fees/Application Fees: Additional fees that are collected by a Landlord, but do not go towards rent. These fees are not allowed as part of the RPP.

Background Check: May include a criminal background check, work history and rental history, but may not include a credit check.

Credit Check: A search of person's credit history, usually a credit score.

Reservation Fee: A deposit of up to \$250 collected by the Landlord to hold housing for an applicant. This fee must be put towards the first month's rent. This fee will be returned in full if the Service member does not qualify for the housing. The fee will be forfeited if the Service member qualifies for the housing, but does not accept.

Surety Bond: Purchased for a small fee from a third party, it guarantees the landlord payment of any damages at the end of the lease. Surety bonds are usually a small fraction of a security deposit alleviating the burden of coming up with a full security deposit (often 1-2 months rent) prior to move-in. The fee from a surety bond is not returned at the end of a lease.



INSTALLATION: _____
PHONE: _____
EMAIL: _____
WEBSITE: _____

FOR OFFICIAL USE ONLY – PRIVACY SENSITIVE NAVY HOUSING RPP SERVICE MEMBER APPLICATION		
Name (Last, First, Middle initial)		Branch of Service
Marital Status Family <input type="checkbox"/> Bachelor <input type="checkbox"/> Single w/Dep <input type="checkbox"/>		Pay Grade
UIC		Rate/Rank
Command Name		Report Date (mm/dd/yy)
PRD (mm/dd/yy)	EAOS/ETS (mm/dd/yy)	
Work Phone	Home Phone	Cell Phone
Home Email Address		Emergency Phone
Work Email Address		
Have you ever lived or are you currently residing under the RPP/PPV? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, provide lease expiration or move-out date: _____		
Complex name and your address:		
APPLICANT'S SIGNATURE		DATE

PRIVACY ACT STATEMENT

AUTHORITY: 10 U.S.C. 5013, Secretary of the Navy; 10 U.S.C. 5041, Headquarters, Marine Corps; 10 U.S.C. 2831, Military Family Housing Management Account; DoD 4150.63-M, DoD Housing Management.
PURPOSE: To provide housing information to DOD or other military components and government agencies.
ROUTINE USE: In addition to those disclosures generally permitted under 5 U.S.C. 552a(b), routine uses include to assist the Navy Housing Office in determining an individual's status and qualifications who seek housing or assistance concerning Navy housing.
PRINCIPAL PURPOSE: To determine an individual's eligibility for Navy or Marine Corps housing (including prioritized housing) and notification for subsequent assignment to housing or granting a waiver to allow occupancy of private housing. To determine priority and list individual's name on appropriate housing waiting list. To determine housing occupancy once assigned.
DISCLOSURE: Voluntary; however, failure to provide the requested information will result in the inability to assist you.

COUNSELOR USE ONLY	
Does member record exist in eMH? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Comments:	
Application Taken by:	Date
Pending application checked by:	Date



Contact Your Local Housing Service Center
www.cnmc.navy.mil/ContactHousing



INSTALLATION: _____
PHONE: _____
EMAIL: _____
WEBSITE: _____

Service Member Housing Release

I, _____, (Service member) give permission for my
current/previous Landlord _____, to share information
regarding my previous rental history.

Please forward this completed form to: _____

Service Member Name: _____

X

Service Member Signature _____ Date _____

Address of Previous Tenancy: _____

Landlord: _____

Address: _____

Service Member Move-In: _____ Service Member Move-Out: _____

Rent Amount: \$ _____ Amount of Any Outstanding Charges: \$ _____

Would You Rent to _____ (Service member) Again? ☐ YES ☐ NO

Reason for Termination: _____

Additional Comments: (Regarding rent payment, proper lease termination, unit sanitation issues and
appropriate conduct, etc.)

X

Landlord Signature _____ Print Landlord Name _____ Date _____



Contact Your Local Housing Service Center
www.cnic.navy.mil/housingquickreference



INSTALLATION: _____
PHONE: _____
EMAIL: _____
WEBSITE: _____

Addendum to Service Member Application

1. By affixing their signatures below, the Service members have agreed to lease a Rental Partnership Program housing unit as roommates and have agreed to split the costs associated with securing this property.
2. It is understood that the Service member completing the application is the primary applicant and roommates are listed in the "members residing in unit" section of the application; however, each Service member must sign the lease and is equally responsible for the lease.
3. It is understood that one person receiving orders does not cancel the lease unless the rental amount exceeds the combined Basic Allowance of Housing (BAH) and Overseas Housing Allowance (OHA) of the remaining roommates.
4. It is understood that, as roommates, each Service member is equally responsible for executing the terms of the Navy Housing Rental Partnership Program Service Member Application.

X

Service Member Signature _____ Date _____

X

Service Member Signature _____ Date _____

X

Service Member Signature _____ Date _____

X

Service Member Signature _____ Date _____

Failure to have roommate(s) complete paperwork will make me ineligible for the Rental Partnership Program. _____ (Initial)

PRIVACY ACT STATEMENT

AUTHORITY: 10 U.S.C. 3011, Secretary of the Navy; 10 U.S.C. 3041, Headquarters, Marine Corps; 10 U.S.C. 2831, Military Family Housing Management Account; DoD 4165.63-46, DoD Housing Management.
PURPOSE: To provide housing information to OON or other military components and government agencies.
ROUTINE USE: In addition to those disclosures generally permitted under 5 U.S.C. 552a(b), routine uses include to assist the Navy Housing Office in determining an individual's status and qualifications who seek housing or assistance concerning Navy housing.
PRINCIPAL PURPOSE: To determine an individual's eligibility for Navy or Marine Corps housing (including privatized housing) and notification for subsequent assignment to housing or granting a waiver to allow occupancy of private housing; To determine priority and list individual's name on appropriate housing waiting list; To oversee housing occupancy once assigned.
DISCLOSURE: Voluntary, however failure to provide the requested information will result in the inability to assist you.



Contact Your Local Housing Service Center
www.cnmc.navy.mil/ContactHousing



INSTALLATION: _____
PHONE: _____
EMAIL: _____
WEBSITE: _____

FOR OFFICIAL USE ONLY – PRIVACY SENSITIVE NAVY HOUSING RPP RENEWAL ADDENDUM		
Name (Last, First, Middle Initial)		Branch of Service
DOD ID#		
Marital Status Family <input type="checkbox"/> Bachelor <input type="checkbox"/> Single w/Dep <input type="checkbox"/>	Pay Grade	Rate/Rank
UIC	Command Name	Report Date (mm/dd/yy)
PRD (mm/dd/yy)	EAOS/ETS (mm/dd/yy)	
Work Phone	Home Phone	Cell Phone
Home Email Address		Emergency Phone
Work Email Address		
Current RPP Lease Expiration Date: _____		
RPP Renewal Dates: _____		
Complex name and your address:		
APPLICANT'S SIGNATURE		DATE

PRIVACY ACT STATEMENT

AUTHORITY: 10 U.S.C. 3011, Secretary of the Navy; 10 U.S.C. 5041, Headquarters, Marine Corps; 10 U.S.C. 2831, Military Family Housing Management Account; DoD 4155.6-14A, DoD Housing Management.
PURPOSE: To provide housing information to DOD or other military components and government agencies.
ROUTINE USE: In addition to those disclosures generally permitted under 5 U.S.C. 552a(b), routine uses include to assist the Navy Housing Office in determining an individual's status and qualifications who seek housing or assistance concerning Navy housing.
PRINCIPAL PURPOSE: To determine an individual's eligibility for Navy or Marine Corps housing (including privatized housing) and notification for subsequent assignment to housing or granting a waiver to allow occupancy of private housing. To determine priority and list individual's name on appropriate housing waiting list. To oversee housing occupancy once assigned.
DISCLOSURE: Voluntary; however, failure to provide the requested information will result in the inability to assist you.


COUNSELOR USE ONLY	
Does member record exist in eMH?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is Renewal Notice of Intent Attached?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Comments:	
Application Taken by:	Date
Pending application checked by:	Date



Contact Your Local Housing Service Center
www.cnmc.navy.mil/ContactHousing


APPENDIX J
RENTAL PARTNERSHIP PROGRAM LANDLORD DOCUMENTS

RPP DOCUMENTS



RPP Landlord Documents

- **Landlord Frequently Asked Questions**
 - **Landlord Participation Letter**
 - **Landlord Requirements**
 - **RPP Logo and Usage Guide**
 - **Letter of Intent**
 - **Renewal Notice of Intent**



Contact Your Local Housing Service Center
www.cnmc.navy.mil/housingquickreference



INSTALLATION: _____
PHONE: _____
EMAIL: _____
WEBSITE: _____

Landlord Frequently Asked Questions

What are the benefits for the Landlord when participating in RPP?

The Landlord can expect:

- Expanded marketing of the property by the Housing Service Center (HSC).
- Applicants must have permanent orders for the minimum negotiated lease period at the arriving duty station.
- Rent must be paid by allotment.
- Eligibility for housing verified through the HSC.

What is RPP Housing?

The RPP is designed to provide military personnel, enlisted and officers, with affordable off-base housing. This program is governed by an agreement between the Landlord and the local Installation Commanding Officer (CO) or Housing Installation Program Manager (HIPM).

This program exists to ease the transition for our military personnel relocating under orders and to help defray some of the costs incurred with moving. Service members receive reduced rental costs, pay reduced or no security deposit and administrative fees. Credit checks are minimal as applicants are approved based on End of Active Obligated Service (EAOS), Projected Rotation Date (PRD) and drawing Basic Allowance for Housing (BAH) or Overseas Housing Allowance (OHA). Applicants must have permanent orders to the area.

This program permits communities to voluntarily obligate apartments, houses or townhouses for rent to military personnel. Housing units which are offered to the RPP are evaluated and qualified to meet the Navy's minimum standards by the HSC.



Contact Your Local Housing Service Center
www.cnic.navy.mil/housingquickreference

How does the Landlord collect rent?

The Service member must initiate rent payment by allotment.

Can a Landlord change the rent based on a Service member's rank?

No, there is an established RPP rate that is not based on rank.

When can a Landlord refuse to rent to a Service member?

Service members can be turned down if a bad reference has been received from a previous Landlord. They cannot be turned down for poor credit.

Are RPP properties inspected?

All RPP properties must be inspected for adherence to program requirements by the local HSC. Additionally, the Service member and Landlord are responsible for doing a move-in and move-out inspection. For apartment complexes, the HSC will inspect one unit of each type/size as well as inspect all common areas including club house, play areas and grounds. If it is a single family unit, the HSC will walk through the entire home and property.

What happens if the property fails to meet the RPP Inspection Criteria?

If the property initially fails the inspection or has been found to have deficiencies, the Landlord has the opportunity to fix any problems. Once the problems have been fixed, the Landlord can reschedule an inspection. If the property passed the re-inspection and passes other requirements, it will be added to the RPP program. If it fails on first inspection, it will be reinspected within 30 days. If second inspection fails, the Landlord must wait six months to reapply for the program.

What happens after the lease expires?

At the end of the initial lease period, the Service member can extend on a month-to-month basis or can opt to sign a new extended lease (state and local laws may supersede mutual agreement). The Service member may terminate the lease with Permanent Change of Station (PCS) orders, deployment for more than 90 days, retirement, discharge or a mutual agreement between the Service member and the Landlord. In the case of PCS orders or deployment, an official letter or copy of orders must be presented along with a 30 day written notice (or notification timeframe specified in applicable local, state and Federal law).

What happens if the Service member receives orders during their lease?

If the Service member receives orders in excess of 90 days and is transferred from his current permanent duty station (per the Service members Civil Release Act), the Service member may terminate the lease before the end of the lease period under the military clause. The Service member must present a copy of their orders to the Landlord along with a 30 day written notice.

What if the Landlord has a complaint with the Service member?

The Landlord may contact the HSC directly if they are having difficulty resolving a problem with the RPP lease, RPP property or other Landlord/tenant dispute. The HSC will perform Issue Resolution Services as an independent third party.

What is the process to evict a Service member?

Evictions are at the discretion of the Landlord. All state/local laws must be adhered to and the HSC must be notified of any pending evictions. Upon notice, the HSC will perform Issue Resolution Services as an independent third party.

What if the Service member leaves owing money?

1. If the Service member remains on active duty, the HSC may assist the landlord by forwarding the matter to the Service member's next command. The landlord will provide the HSC an itemized list of charges owed to the landlord. This list must include a final total and the landlord's signature. Per reference (j), chapter 14, section 4, the extent to which the command may cooperate with a creditor is limited to administrative referral of correspondence to the Service member.
2. If the Service member has separated from the service and vacates the property owing money, it will be the landlord responsibility to use standard collection procedure per applicable state and local laws.
3. The landlord is not prohibited from contacting HSC or the command by operation of the Fair Debt Collection Practice Act unless the debt is turned over to a third-party debt collector.
4. If debt is turned over to a third-party debt collector, the debt collector is not allowed to contact the Navy, and the debt will not be forwarded to the command, unless the landlord receives a judgment against the Service member in state court. If the judgment is received and then forwarded to the Navy, the matter will be referred to the Service member's command.

Definition of Common Terms

Administrative Fees/Application Fees: Additional fees that are collected by a Landlord, but do not go towards rent. These fees are not allowed as part of the RPP.

Background Check: May include a criminal background check, work history and rental history, but may not include a credit check.

Credit Check: A search of person's credit history, usually a credit score.

Reservation Fee: A deposit of up to \$250 collected by the Landlord to hold housing for an applicant. This fee must be put towards the first month's rent. This fee will be returned in full if the Service member does not qualify for the housing. The fee will be forfeited if the Service member qualifies for the housing, but does not accept.

Surety Bond: Purchased for a small fee from a third party, it guarantees the landlord payment of any damages at the end of the lease. Surety bonds are usually a small fraction of a security deposit alleviating the burden of coming up with a full security deposit (often 1-2 months rent) prior to move-in. The fee from a surety bond is not returned at the end of a lease.



INSTALLATION: _____
PHONE: _____
EMAIL: _____
WEBSITE: _____

Participation Letter

Date: _____

Housing Service Center
Attn: Housing Installation Program Director

Address: _____

City, State and Zip Code: _____

RE: Landlord/Complex Name/Management Company: _____

Address: _____

City, State and Zip Code: _____

Thank you for the opportunity to participate in the Navy Rental Partnership Program (RPP). We would like to offer the following units into the program:

BEDROOMS/BATHS: _____ MARKET RATE: \$ _____ RPP RATE: \$ _____ # UNITS OFFERED _____

BEDROOMS/BATHS: _____ MARKET RATE: \$ _____ RPP RATE: \$ _____ # UNITS OFFERED _____

BEDROOMS/BATHS: _____ MARKET RATE: \$ _____ RPP RATE: \$ _____ # UNITS OFFERED _____

ADDITIONAL CHARGES: Washer/Dryer fee: \$ _____ Monthly Pet fee: \$ _____ Non-refundable Pet fee: \$ _____

APPROVED RPP CONTRACT SIGNATORY: _____

If you have questions in regard to this offer, please contact _____ (Contact Name) at:

Phone: _____ Email Address: _____ Fax Number: _____

I may also be reached at the following forwarding address: _____

Thank you for considering our property as a home for military personnel and their families.

Sincerely,

X

Signature and Printed Name



Contact Your Local Housing Service Center
www.cnic.navy.mil/housingquickreference



INSTALLATION: _____
PHONE: _____
EMAIL: _____
WEBSITE: _____

Landlord Requirements

The RPP places several requirements on the Landlord and properties to participate:

1. Must accept rent paid by allotment via the Personal Support Division or through a Housing Service Center (HSC) approved allotment company.
2. A reduced or waived security deposit. If state or local laws allow the use of surety bonds, they can be used to satisfy this requirement.
3. Must charge a monthly rental rate that is below market rates.
4. A reservation fee up to \$250 is allowed to hold a home, if applied towards the first month's rent. If for some reason the Service member does not qualify, the fee will be returned. The fee will be forfeited if the Service member qualifies for the housing, but does not accept.
5. No administrative fees. Background check fees may not exceed \$50 per applicant. A background check may include a criminal background check, work history and rental history, but may not include a credit check. If the Service member does not meet the Basic Allowance for Housing (BAH) or Overseas Allowance for Housing (OHA) requirements, it is at the Landlord's discretion to use additional financial information, including that of spouses and roommates. A credit check fee may apply to the spouse or the roommate.
6. The monthly rental rate shall include all appliances, amenities and services normally provided to tenants in the same complex at no additional charge. The Landlord may charge a pet deposit and/or fee and other fees per their own policies only if not normally included to other tenants.
7. The HSC must provide a Verification of Eligibility to the Service member. Landlord cannot deny occupancy of the rental unit due to a negative credit history.
8. Cannot refuse to rent to any rank at the agreed upon RPP rental rate.
9. Must fully comply with the Service Members Civil Relief Act (SCRA) and all applicable state and Federal laws.
10. Landlord must provide a copy of the lease to the HSC.



Contact Your Local Housing Service Center
www.cnic.navy.mil/housingquickreference

Rental Partnership Program (RPP) Logo: Style Guide for Branding – Version 1

IMPORTANT: This logo is vector artwork. Never disassemble or recreate this logo.

THE RPP LOGO MUST BE READER FRIENDLY AT ALL TIMES!

This logo includes a “SAFETY AREA” that shows as a dashed line on right (this line does not print). Do not crop the logo inside other applications. The logo should always be used as one complete graphic.

The background color of the logo should always be white or a light tint of color. Do not screen artwork or photos behind the logo safety area.

Never reproduce the logo less than 30% of the original size for any reason. Do not alter the shape when resizing the logo.

Request a black and white version of the logo when color is not available.

USE THE RPP LOGO WITH PRIDE!



OFFICIAL PMS COLORS

■ = PANTONE 368 C

■ = PANTONE 307 C

FOUR COLOR PROCESS (MATCH PMS)

■ = 57 C • 100 Y

■ = 100 C • 16 M • 27 K

ONE COLOR

■ = Process Black



Using the RPP Logo

The RPP logo is the property of the U.S. Navy. Landlords who are accepted in the RPP are encouraged to use the logo for branding recognition purposes.

Approval for Usage

The RPP logo will only be distributed to Landlords who have properties in the RPP program. The logo will be provided by the Housing Service Center (HSC) after a property has been accepted in the program; this includes the acceptance of the lease and passing inspection. Once approval is given, the RPP logo can be used on marketing material for the RPP property. This includes rental advertisements, websites and videos. The RPP logo should not be used where it would appear that the U.S. Navy was giving tacit approval to a company or program outside of the RPP. Whenever using the RPP logo, the Landlords should seek written approval from their RPP installation point of contact.

Recommended Usage:

- Property advertisement (print and electronic)
- Property websites
- Rental listings
- "For Rent" signs

Prohibited Usage:

- Individual notices or communications
- Collection notices
- As part of letterhead
- On any material not directly related to RPP properties





COMPLEX NAME: _____
PHONE NUMBER: _____
FAX NUMBER: _____
MANAGEMENT COMPANY: _____

Letter of Intent

To: Housing Service Center (Address)

From: _____ Phone: _____ Fax: _____

The following Service member has applied for and agrees to rent an apartment, townhouse or house from _____ (Landlord). The Service member and the Landlord confirm the following information by signing below.

Service Member's Name: _____

Rank/Rate: _____ Branch of Service: _____

Landlord or Complex Name: _____

Address: _____

(Address of Property with City, State and Zip)

RPP Rate: \$ _____ Move-in Date: _____ Lease Expiration Date: _____

Utilities: \$ _____ Extra Charges: \$ _____

Washer/Dryer Fee: \$ _____ Monthly Pet Fee: \$ _____ Non-refundable Pet Fee: \$ _____

Total Allotment: \$ _____

Pro-rata Amount: \$ _____ Pro-rata from _____ to _____

Next Rental Due Date: _____ Amount Due: \$ _____

By signing this Letter of Intent, the Service member agrees to initiate an allotment for rental payment. *Failure to initiate an allotment will disqualify the Service member from the benefits of the Rental Partnership Program. The disqualification may result in a rental increase, payment of a security deposit and a credit check imposed by the management company.*

X

Service Member Signature

Date

X

Landlord Signature

Date

Print Name and Title

PRIVACY ACT STATEMENT

AUTHORITY: 10 U.S.C. 501.1 Secretary of the Navy; 10 U.S.C. 504.1 Headquarters, Marine Corps; 10 U.S.C. 2831 Military Family Housing Management Account; DoD 4165.61-66, DoD Housing Management.

PURPOSE: To provide housing information to DOD or other military components and government agencies.

ROUTINE USE: In addition to those disclosures generally permitted under 5 U.S.C. 552a(b), routine uses include to assist the Navy Housing Office in determining an individual's status and qualifications who seek housing or assistance concerning Navy housing.

PRINCIPAL PURPOSE: To determine an individual's eligibility for Navy or Marine Corps housing (including privatized housing); and notification for subsequent assignment to housing or granting a waiver to allow occupancy of private housing. To determine priority and list individual's name on appropriate housing waiting list. To oversee housing occupancy once assigned.

DISCLOSURE: Voluntary; however, failure to provide the requested information will result in the inability to assist you.



Contact Your Local Housing Service Center
www.cnic.navy.mil/ContactHousing



INSTALLATION: _____
PHONE: _____
EMAIL: _____
WEBSITE: _____

Renewal Notice of Intent

Service Member's Name: _____

Rank/Rate: _____ Branch of Service: _____

Service Member's Address: _____

Complex and Management Company Name: _____

New RPP Rate: \$ _____

Washer/Dryer Fees: \$ _____ Monthly Pet Fee: \$ _____ Non-refundable Pet Fee: \$ _____

Total Allotment: \$ _____

Please fill out appropriate information:

1. **Initial RPP Lease expired** as of (date): _____.
2. Service member is renewing lease for _____ months or _____ on a month to month basis at the same rental amount with the same landlord.
3. **New Lease Expiration Date** (if not month to month): _____.

If rental rate changes or the Service member is relocating to a new address with the same Landlord or Service member is relocating to a new address with a new Landlord, **please direct the Service member to the Housing Service Center, (Command Name).**

X

Service Member Signature

Date

X

Landlord Signature

Date

Print Name and Title

PRIVACY ACT STATEMENT

AUTHORITY: 10 U.S.C. 501.5, Secretary of the Navy; 10 U.S.C. 5041, Headquarters, Marine Corps; 10 U.S.C. 2851, Military Family Housing Management Account; DoD 4165.63-46, DoD Housing Management.
PURPOSE: To provide housing information to DOD or other military commands and government agencies.
ROUTINE USE: In addition to those disclosures generally permitted under 5 U.S.C. 552a(b), routine uses include to assist the Navy Housing Office in determining an individual's status and qualifications who seek housing or assistance concerning Navy housing.
PRINCIPAL PURPOSE: To determine an individual's eligibility for Navy or Marine Corps housing (including privatized housing) and notification for subsequent assignment to housing or granting a waiver to allow occupancy of private housing; To determine priority and list individual's name on appropriate housing waiting list; To oversee housing occupancy once assigned.
DISCLOSURE: Voluntary; however, failure to provide the requested information will result in the inability to assist you.



Contact Your Local Housing Service Center
www.cnic.navy.mil/ContactHousing

APPENDIX K
COMPLAINT INSPECTION CHECKLIST



Case Number: _____
Counselor Name: _____

Complaint Inspection

The purpose of this inspection is to verify information from the complainant. However, if the inspector notices other obvious issues, it is incumbent upon the inspector document the hazard and bring it to the attention of the tenant and landlord.

Complainant Name: _____ Date: _____

Respondent Name: _____

Inspection Types: ☐ Initial ☐ Follow-up

Requested by (LL/Tenant/IRP Counselor): _____

Address of property inspected: _____

Complaint subject: _____

Description of Complaint: _____

Description of Inspection Findings: _____

NOTE: If health or safety concerns are apparent when conducting a complaint inspection, the counselor will use the housing inspection checklist.

www.cnic.navy.mil/Housing

Home Finding Services ★ Inspection Services
Issue Resolution ★ Cost Savings Programs



APPENDIX L GLOSSARY

Accessible. Buildings, facilities, programs and activities that are accessible to and usable by persons with disabilities. Buildings and facilities to which persons with disabilities have reasonable access, either because the program or activity is conducted in an architecturally accessible facility and no other barriers to participation exist or because special arrangements are made to enable participation by persons with disabilities despite architectural barriers. Military family housing (MFH) in which minimal architectural barriers exist may be considered accessible if such housing is easily modifiable to be accessible within 30 days upon request.

Affiliated Civilians. Department of Defense civilian employees and other civilian personnel as specified in the preferred referral list (waterfall) of the Public Private Venture (PPV) business agreement. Affiliated civilians include all civilian categories listed in the waterfall prior to the last category. The last category is identified as “civilians” or “non-affiliated civilians.”

Allotment. For this instruction, an allotment is defined as an automatic monthly payment via the personnel support detachment, myPay, the Service Member’s financial institution or through the landlord’s allotment company.

Americans with Disabilities Act. The Americans with Disabilities Act (ADA) became law in 1990. The ADA is a civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life, including jobs, schools, transportation and all public and private places that are open to the general public.

Applications. Refers to the DD Form 1746 Application for Assignment to Housing. This application is used to apply for government-owned or leased, privatized and community housing.

Armed Forces Disciplinary Control Boards. Established by installation, base or station commanders. The board will advise and make recommendations to commanders on matters concerning the elimination of crime or other conditions which may negatively affect the health, safety, morals, welfare, morale or discipline of military services personnel.

Basic Allowance for Housing. The basic allowance for housing (BAH) is a United States (U.S.) based allowance prescribed by geographic duty location, pay grade and dependency status. It provides uniformed Service Members equitable housing compensation based on housing costs in local civilian housing markets within the U.S. when government quarters are not provided.

Community Housing. Private-sector housing located within a defined market area. This does not include privatized housing used by the military services.

Complainant. DoD personnel who submit a tenant or landlord complaint or a complaint of discrimination.

Control Date. The effective date of eligibility for MFH. A Service Member's position on the wait list is determined by their control date and assignment priority.

Cost of Living Allowance. Cost of living allowance (COLA) is a non-taxable supplemental pay allowance designed to offset overseas prices of non-housing goods and services. It affects Service Members at ~600 locations overseas, including Alaska and Hawaii.

Deferral Date. When an applicant on the wait list for MFH is not able to accept MFH until a specific date due to a community lease or delay of dependents arrival, they may request a deferral date. This is the earliest date they are available to move into PPV or MFH. When an applicant provides a deferral date to the Housing Service Center (HSC) they will not be offered housing until after their deferral date.

Dependent. A sponsor's spouse, unmarried child or parent who qualifies the sponsor for dependent-rate housing allowances. For the purposes of housing management, dependent is further defined to exclude non-custodial dependents. Dependent also includes the authorized non-medical attendants of medical hold or holdover Service Members. The non-medical attendants can be the Service Member's parent, spouse, guardian or another adult (18 years or older).

Discrimination. An act, policy or procedure that arbitrarily denies an individual or group equal treatment in housing because of race, color, religion, gender, national origin, handicap or familial status.

Exceptional Family Members. There are five categories of exceptional family members (EFM) identifying the level of special care the EFM requires. Family members designated as EFM categories IV and V are severely handicapped and permanency in living arrangements is desirable. Control dates for sponsors with family members in EFM categories IV and V will be placed directly below the freeze zone.

Federal Fair Housing Act. The Fair Housing Act is a Federal act in the U.S. intended to protect the buyer or renter of a dwelling from seller or landlord discrimination. The Fair Housing Act was enacted as Title VIII of the Civil Rights Act of 1968 and codified at 42 U.S.C. §3601-3619, with penalties for violation at 42 U.S.C. §3631.

Freeze Zone. The relative position of the top ten percent of personnel on each housing assignment wait list will be stabilized and normally will not be altered by placing new arrivals within this zone, regardless of grade or duty assignment.

Government-Owned or Leased. Housing that is government owned, leased, obtained by permit or otherwise acquired and provided for military and their families and, under certain circumstances, to DoD civilian personnel. It does not include privatized housing.

Housing Authority. The installation commander or commanding officer who has the housing plan account responsibility and the responsibility for the implementation of the policies contained in this directive.

Joint Legal Custody. Joint legal custody means that both parents can make decisions for the child and does not indicate physical custody. For a child to be considered a dependent in regard to bedroom eligibility, the child must reside with the Service Member for 6 months a year. Proof of custody can include divorce decree or other legal documents.

Landlord. A person who rents or manages land, a building or property to a tenant. A real estate agency, manager, broker or owner of a housing facility doing business with DoD personnel.

Lease. A legal binding contract by which one party conveys land, property, services, etc. to another for a specified time, usually in return for payment.

Lease Negotiation. The process by which the HSC counselor reviews and approves a lease before making a recommendation for signature by a Service Member or acceptance for a property listing by a landlord.

Local Move. Local moves generally occur outside the normal permanent change of station authority. Most commonly, a local move is required when a Service Member moves into the community when there is no available Navy-owned or leased housing or privatized housing. The term “local move” includes and may be referred to as a “short distance” move.

National Life Safety Code. This publication, known as the National Fire Protection Association (NFPA) 101, is a consensus standard widely adopted in the U.S. It is administered, trademarked, copyrighted and published by the NFPA and, like many NFPA documents, is systematically revised on a 3-year cycle.

Non-affiliated Civilians. Anyone not identified in the waterfall in the PPV business agreements.

Nondiscrimination Statement. Required to be signed or acknowledged by a landlord before listing with the HSC. This provides that the landlord offers equal opportunity in housing and does not discriminate against authorized personnel.

Overseas Housing Allowance. Overseas Housing Allowance (OHA) is a monthly allowance paid to a Service Member assigned to an Outside the Continental United States (OCONUS) permanent duty station (less Hawaii) authorized to live in private housing. OHA is a cost reimbursement based allowance. OHA defrays the member’s housing costs and includes rent, utility or recurring maintenance expenses and move-in housing allowance.

Permanent Change of Station. In general, the assignment, detail or transfer of a member or unit to a new permanent duty station under a competent order that does not specify the duty as temporary, provide for further assignment to as new station or direct return to the old station.

Post Allowance. A cost-of-living allowance granted to eligible full-time DoD civilian employees officially stationed at an installation in a foreign area where the cost of living, exclusive of quarters costs, is substantially higher than in Washington, D.C.

Primary Customer. Primary customers for referral to PPV housing are DoD military personnel, including Active Guard Reserve personnel, receiving a with-dependents housing allowance and Non-DoD personnel to include Coast Guard, as defined in chapter 1, receiving a with-dependents housing allowance.

Privatized Housing. Military family or military unaccompanied housing acquired or constructed by an eligible entity pursuant to the Military Housing Privatization Initiative (MHPI) legislation. This housing may be located on government property leased to the entity, typically for 50 years. This housing is not DoD-owned, but is one of the housing choices available to Service Members. Privatized housing can be located on or near military installations within the U.S. and its territories and possessions.

Restrictive Sanction List. A list maintained by the installation CO to prevent military or eligible DoD civilian personnel from entering a rental, lease or purchase arrangement with or occupying the housing of, an agent who has been found to have discriminated against military personnel and eligible DoD civilians or their dependents.

Service Member Civil Relief Act. A Federal law that provides protections for Service Members as they enter active duty. It covers issues such as rental agreements, security deposits, prepaid rent, eviction, installment contracts, credit card interest rates, mortgage interest rates, mortgage foreclosure, civil judicial proceedings, automobile leases, life insurance, health insurance and income tax payments.