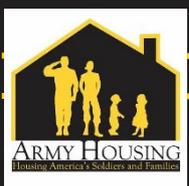




Army Housing Office Plain Language Brief (PLB)



☆☆☆☆ WE ARE THE ARMY'S HOME ☆☆☆☆



Fort Carson POC: Dean Quaranta;
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Fort Carson XXXX
U.S. Army Installation Management Command

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

“The Department of Defense is fully committed to ensuring that associated with tenancy of the housing unit, including MHPI housing projects provide our Nation’s most valued resource—its military members and their families—safe, quality, and well-maintained housing where our members and their families want and choose to live.

“The Department of Defense has issued all policy guidance necessary to implement prospectively all rights for military members and their families residing in privatized family and unaccompanied housing (Tenants) at all MHPI housing projects. However, as Congress recognized, retroactive application of the requirements at existing projects requires voluntary agreement by the respective MHPI company; the Department cannot unilaterally change the terms of the complex, public-private partnerships that established the MHPI housing projects. The Department of Defense has been seeking to secure voluntary agreements, and nearly all of the MHPI companies have agreed to implement all 18 Tenant rights at their existing projects. The Department will continue to pursue agreements not yet reached. Tenants should contact their installation housing office to confirm the rights fully available to them.”

Garrison Points of Contact

- Fort Carson Army Housing Office (AHO) staff members are employed by the Army to assist Service Members and their families with housing matters and advocate on their behalf with community partners/agencies both on and off the installation
- The Army Housing Chief reports directly to the Director, Public Works and garrison leadership
- The AHO provides oversight of the privatized on post housing **project** managed by the privatized housing company and provides tenant/landlord dispute services
- The AHO provides referral services to Service Members and families that reside or are seeking to reside off the installation

Garrison Leadership

- Garrison Commander: COL Erik Oksenvaag
- Garrison Command Sergeant Major: CSM Jason Mortensen
- Deputy Garrison Commander/Manager: Mr. Joseph Wyka

Army Housing Office
1225 Evans Street, Room 181.
(719) 424-9634



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Project Company Contacts

- Fort Carson Family Homes (FCFH) is the privatized company that owns and manages the Family housing on this installation
 - FCFH is the private partner and managing member of Balfour Beatty Communities and your landlord.
 - FCFH is the property management company that manages the day to day operations of the privatized housing to include ensuring prompt and professional maintenance and repair, addressing of property concerns, and rent/billing issues.

FCFH Contacts and Contact Numbers:

- Operations Director: Aymesha Melendez, amelendez@bbcgrp.com, (719) 579-1606
- Property Manager: FCFH, <https://www.fortcarsonfamilyhomes.com>, (719) 579-1606
- Facility Director: Scott Jennings, sjennings@bbcgrp.com, (719) 579-1605

In 2020, laws were passed to assure military tenants basic rights to:

- Reside in a housing unit and a community that meets applicable health and environmental standards.
- Reside in a housing unit that has working fixtures, appliances, and utilities and to reside in a community with well-maintained common areas and amenity spaces.
- A previous seven-year maintenance history of the prospective housing unit within two business days after making request before signing a lease. A current tenant who did not receive maintenance information before signing a lease has the right to receive such information within five business days after making the request.
- A written lease with clearly defined rental terms to establish tenancy in a housing unit including any addendums and other regulations imposed by the Landlord regarding occupancy of the housing unit and use of common areas.
- A plain-language briefing, before signing a lease and 30 days after move-in, by the AHO on all rights and responsibilities associated with tenancy of the housing unit, including information regarding the existence of any additional fees authorized by the lease, any utilities payments, the procedures for submitting and tracking work orders, the identity of the Military Tenant Advocate, and the dispute resolution process.
- Given sufficient time and opportunity to prepare and be present for move-in and move-out inspections, including an opportunity to obtain and complete necessary paperwork.
- Report inadequate housing standards or deficits (deficiencies) in habitability of the housing unit to the Landlord, the chain of command, and Installation housing office without fear of reprisal or retaliation.

Tenant Bill of Rights

- Access a military tenant advocate or a military legal assistance attorney, through the AHO to assist in the preparation of requests to initiate a dispute resolution. This includes the ability to submit a request to withhold payments during the formal dispute resolution process.
- Receive property management services provided by the Landlord that meet or exceed industry standards and that are performed by professionally and appropriately trained responsive and courteous customer service and maintenance staff.
- Have multiple, convenient methods to communicate directly with the Landlord maintenance staff, and to receive consistent, honest, accurate, straightforward and responsive communications.
- Have access to an electronic work order system through which a tenant may request maintenance or repairs of a housing unit and track the progress of the work.
 - Fort Carson Family Homes
 - Maintenance Shop Contact Number: (719) 579-1605
 - Maintenance Shop Location: 6271 Mekong Street
 - Maintenance Website: <https://www.fortcarsonfamilyhomes.com>
 - Maintenance Application: Rent Café Resident Application
- Prompt and professional maintenance and repair, to be informed of the required time frame for maintenance and repairs when a maintenance request is submitted and when maintenance or repairs are necessary to ensure habitability of a housing unit, to prompt relocation into suitable lodging or other housing at no cost to the tenant until the maintenance or repairs are completed.



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- Receive advice from military legal assistance on procedures involving mechanisms for resolving disputes with the property management company or property manager to include mediation, arbitration, and filing claims against the Landlord.
 - Installation Legal Office : (719) 524-4955/526-4788
- Enter into a dispute resolution process should all other methods be exhausted and, in which case, a decision in favor of the tenant may include a reduction in rent or an amount to be reimbursed or credited to the tenant.
- Have your basic allowance housing payments segregated and held in escrow, with approval of a designated commander, and not used by the property owner, property manager, or landlord pending completion of the dispute resolution process.
- Have reasonable advance notice of any entrance by the Landlord, Installation housing staff, or chain of command into the housing unit of no less than 24 hours, except in the case of an emergency or abandonment of the housing unit.
- Not pay non-refundable fees or have application of rent credits arbitrarily withheld.
 - Fort Carson Family Homes has no tenant refundable fees.
- Expect common documents, forms, and processes for housing units will be the same for all Army Installations, to the maximum extent applicable without violating local, state, or federal regulations.

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



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Below is a summary of the Colorado Addendum to the Lease Agreement

Section 2.B of the Lease is amended to include the following: In the event this Lease expires and continues as a month-to-month tenancy, either party may terminate this Lease with thirty (30) days prior written notice. The notice to vacate shall specify the date Tenant will vacate the Premises and Tenant's vacate date must be the last day of a calendar month. The thirty (30) day notice period commences on the day after the notice to vacate is given.

Rent (Section 4): Section 4.B of the Lease is amended to include the following: in the event Owner permits Tenant to pay Rent or other charges with a credit card, Tenant will not be charged and fees or service charges associated with paying by credit card.

Section 4.C of the Lease is amended to include the following; Owner agrees within three (3) weeks after termination of this Lease, or surrender and acceptance of the Premises, which occurs last, to mail any refund due to Tenant at Tenant's last known address.

Any or any portion of the **security deposit** may be used, as reasonably necessary, to (1) cure Tenant's default in payment of rent (which includes late charges, non-sufficient fund fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of /Tenant; (iii) clean Premises, if necessary, upon termination of the Lease; and (iv) replace or return personal property or appurtenances.

Security Deposit shall not be used by the tenant in lieu of payment of last months' rent.



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Per your lease, it is your responsibility to:

- Report in a timely manner any apparent environmental, safety, or health hazards of the home and any defective, broken, damaged, or malfunctioning building systems, fixtures, appliances, or other parts of the home, common areas, or related facilities to the landlord.
- Maintain standard upkeep of the home as instructed by the property management company.
- Conduct oneself as a tenant in a manner that will not disturb neighbors, and to assume responsibility for one's actions and those of a family member or guest in the housing unit or common areas, including the responsibility not to engage in any inappropriate, unauthorized, or unlawful activity in the home or common areas.
- The Property Management Resident Handbook, also known as the FCFH Community Guidelines, provides specific information. **The FCFH Community Guidelines can be found in the Resident Portal under the "Community Information" Tab.**
- Allow the landlord reasonable access to the rental home in accordance with the terms of the tenant lease agreement to make necessary repairs in a timely manner.
- Read all lease-related materials provided by the landlord and to comply with the terms of the lease agreement, lease addenda, and any associated rules and guidelines.

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- To alert the Landlord (Fort Carson Family Homes) of maintenance issues:
 - Emergency or Urgent work orders – Call in immediately to: (719) 579-1606
 - Routine work orders – enter online through the Resident Portal
 - The Resident Portal is available online -- [fortcarsonfamilyhomes.com](https://www.fortcarsonfamilyhomes.com) -- or download the RentCafe Resident App in the App Store or on Google Play
- <https://www.fortcarsonfamilyhomes.com>
- Track progress of work orders by viewing information in the RentCafe Resident App
 - Work order or maintenance ticket will be closed once tenant and Garrison Housing Office signs off stating that the work was completed
 - Important to contact Fort Carson Family Homes to report maintenance issues right away
 - Contact Fort Carson Family Homes to report emergency, urgent, routine work orders, trouble calls, safety concerns, or resident compliance issues

Types of Service Calls	Examples	Response Time
Emergency <ul style="list-style-type: none"> • Critical safety, life threatening issues • Resident with a medical requirement for stable temp levels 	Gas leaks, fire, power outage, sewage back-up, flood, only toilet inoperable	<ul style="list-style-type: none"> • 1 hr response • Available 24/7/365
Urgent <ul style="list-style-type: none"> • Habitability Issue 	Broken window, garage door inoperable, kitchen sink back-up, light-fixtures not working, Refrigerator inoperable	<ul style="list-style-type: none"> • 4-hour initial response
Routine <ul style="list-style-type: none"> • Convenience • Unit care issues 	Single burner inoperable, repair screens, light bulb replacement	<ul style="list-style-type: none"> • To be scheduled with Resident

*Depending on parts



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Informal Dispute Resolution

The ***informal dispute resolution process*** is a measured approach intended to resolve disputes at the garrison level that may be used to resolve disputes pertaining to the lease as well as issues that fall outside the specific parameters of the lease document, such as personal property claims.

The tenant may submit a completed ***informal dispute resolution*** request form with any documents that support the dispute to the AHO.

- An ***informal dispute resolution*** form is available at the AHO and on-line at <https://home.army.mil/carson/1817/2970/2169/informal-dispute-resolution.pdf>
- Tenants may also visit the garrison ***Installation legal office*** to seek assistance in completing the ***informal dispute resolution form***.
- The Garrison Commander will serve as the mediator between the property owner and tenant in an effort to resolve the dispute at the local level, normally within 10 business days.

The **formal dispute resolution process** allows eligible tenants to obtain prompt and fair resolution of housing disputes concerning rights and responsibilities set forth in the lease that could not be resolved through the informal dispute process.

- A **formal dispute resolution** form is available at the AHO.
- The tenant may submit a completed **formal dispute resolution** request form with any documents that support the dispute to the AHO. Tenants may also visit the Installation legal office to seek assistance in completing the **formal dispute resolution** form.
- The **formal dispute resolution** may include a home inspection. If the tenant fails to grant access to the premises for inspection the formal dispute resolution process shall terminate, and no decision will be rendered.
- The Commanding General, HQ IMCOM, is the Deciding Authority and will generally render a decision within 30 days, but not later than 60 days.
- Tenants may request “rent segregation” for up to 60 days while the dispute is being reviewed.
- The **formal dispute resolution** eligibility is limited to military members, their spouse or other eligible individual who qualifies as a “tenant” as defined in 10 USC Section 2871.
- Tenants may seek legal advice or dispute resolution through any remedy available by law, except that Tenant and Owner shall not pursue such remedy available in law while a formal dispute resolution under this process is pending.

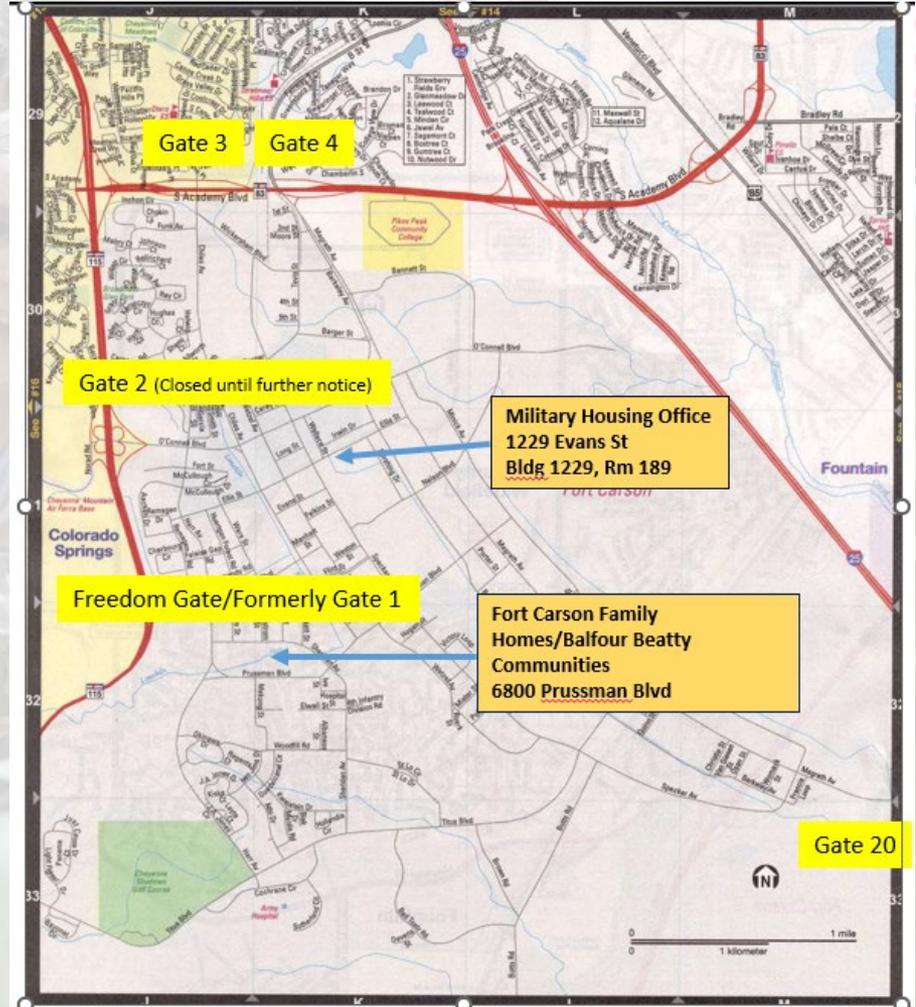
- Tenants are permitted to anchor any furniture, television, or large appliance to the wall of the unit for purposes of preventing such item from tipping over without incurring a penalty or obligation to repair the wall upon vacating the unit if the Landlord does not anchor the furniture for the tenant.
- Please refer to the next slides for locations of Fort Carson Family Homes Leasing Center and the Army Housing Office.

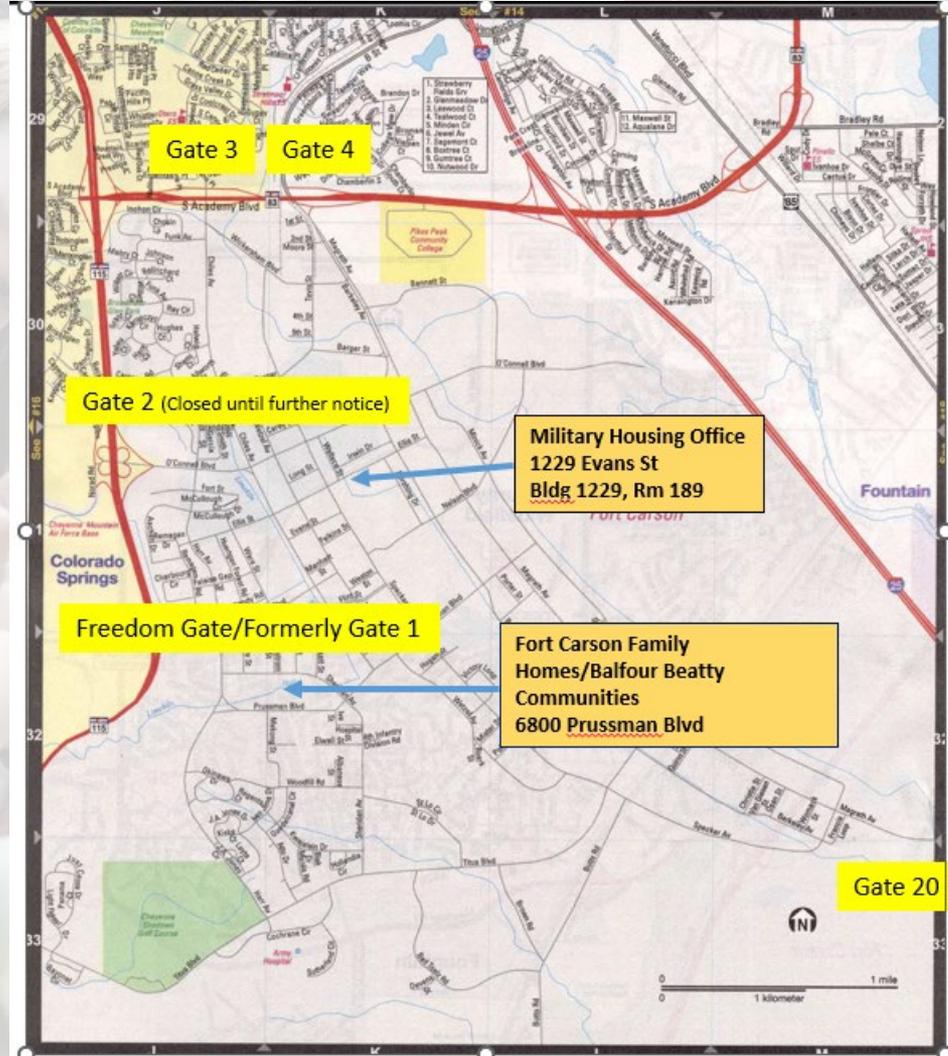


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- Section 3016(b) of the Fiscal Year (FY) 2020 National Defense Authorization Act (Public Law 116-92) added a new section 2894a to title 10 United States Code (10 U.S.C.) that requires the Department of Defense (DoD) establish a publicly available database that permits privatized housing tenants to file a complaint regarding their housing unit.
- To satisfy this requirement, the Department developed the DoD Housing Feedback System (DHFS) to enable Military Housing Privatization Initiative (MHPI) tenants to submit complaints, compliments and/or “feedback.”
- Publicly accessible information in the DHFS regarding tenant feedback includes the name of the installation where the housing unit is located, the name of the privatized housing landlord responsible for the unit, and a description of the feedback nature.
- The DHFS can be accessed at <https://www.dhfs.mil>.

