



Plain Language Brief



WE ARE THE ARMY'S HOME



Military Housing Office
9035 South Riva Ridge Loop Fort Drum, NY 13602
U.S. Army Installation Management Command

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Welcome to the Military Housing Office (MHO)

- The Fort Drum Housing staff is 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 Housing Service Office (HSO) provides referral services and tenant/landlord dispute services.
- The Installation Housing Office provides oversight of the privatized company managing on-post housing and provides tenant/landlord dispute services.
- The garrison housing manager manages the Installation Housing Office and reports directly to the director of Public Works and garrison leadership.

Garrison Leadership

Garrison Commander: (315) 772-5501

Garrison Housing Manager: (315) 772-8038



Privatized Housing Contacts

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

Winn Residential Contacts:

Property Management: (315) 955-6644

Maintenance Management: (315) 955-6650



Privatized Housing - Tenant Bill of Rights

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

- You have the right to reside in a housing unit and a community that meets applicable health and environmental standards. (Right 1)
- You have the right to reside in a housing unit that has working fixtures, appliances, and utilities and to reside in a community with well-maintained common areas and amenity space. (Right 2)
- You have the right to be provided with a maintenance history of the prospective housing unit before signing a lease, as provided in section 2892a of this title. (Right 3)
- You have the right to a written lease with clearly defined rental terms to establish tenancy in a housing unit, including any addendums and other regulations imposed by the landlord regarding occupancy of the housing unit and use of common areas. (Right 4)
- You have the right to a plain-language briefing, before signing a lease and 30 days after move-in, by the Installation Housing Office on all rights and responsibilities associated with tenancy of the housing unit. (Right 5)
- You have the right to have sufficient time and opportunity to prepare and be present for move-in and move-out inspections, including an opportunity to obtain and complete necessary paperwork. (Right 6)



Privatized Housing - Tenant Bill of Rights



Military Housing Privatization Initiative Tenant Bill of Rights

The Department of Defense is fully committed to ensuring that Military Housing Privatization Initiative (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.

The following rights are effective on August 1, 2021:

1. The right to reside in a housing unit and a community that meets applicable health and environmental standards.
2. The right to reside in a housing unit that has working fixtures, appliances, and utilities and to reside in a community with well-maintained common areas and amenity spaces.
3. The right to be provided with a summary of the maintenance conducted with respect to a prospective housing unit by the landlord for the previous seven years, before signing a lease, and upon request, all information possessed by the landlord regarding such maintenance within two business days after making the request. Upon request, 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.
4. The right to a written lease with clearly defined rental terms to establish tenancy in a housing unit, including any addendums and other regulations imposed by the landlord regarding occupancy of the housing unit and use of common areas.
5. The right to a plain-language briefing, before signing a lease and 30 days after move-in, by the installation housing office on all rights and responsibilities associated with tenancy of the housing unit, including information regarding the existence of any additional fees authorized by the lease, any utilities payments, the procedures for submitting and tracking work orders, the identity of the Military Tenant Advocate, and the dispute resolution process.
6. The right to have sufficient time and opportunity to prepare and be present for move-in and move-out inspections, including an opportunity to obtain and complete necessary paperwork.
7. The right to report inadequate housing standards or deficits in habitability of the housing unit to the landlord, the chain of command, and housing management office without fear of reprisal or retaliation, including reprisal or retaliation in the following forms: (A) unlawful recovery of, or attempt to recover, possession of the housing unit; (B) unlawfully increasing the rent, decreasing services, or increasing the obligations of a Tenant; (C) interference with a Tenant's right to

privacy; (D) harassment of a Tenant; (E) refusal to honor the terms of the lease; or (F) interference with the career of a Tenant.

8. The right of access to a Military Tenant Advocate through the housing management office of the installation of the Department at which the housing unit is located or a military legal assistance attorney to assist in the preparation of requests to initiate dispute resolution.
9. The right to receive property management services provided by a landlord that meet or exceed industry standards and that are performed by professionally and appropriately trained, responsive, and courteous customer service and maintenance staff.
10. The right to have multiple, convenient methods to communicate directly with the landlord maintenance staff, and to receive consistently honest, accurate, straightforward, and responsive communications.
11. The right to have access to an electronic work order system through which a Tenant may request maintenance or repairs of a housing unit and track the progress of the work.
12. With respect to maintenance and repairs to a housing unit, the right to the following: (A) prompt and professional maintenance and repair; (B) to be informed of the required time frame for maintenance or repairs when a maintenance request is submitted; and (C) in the case of maintenance or repairs necessary to ensure habitability of a housing unit, to prompt relocation into suitable lodging or other housing at no cost to the Tenant until the maintenance or repairs are completed.
13. The right to receive advice from military legal assistance on procedures involving mechanisms for resolving disputes with the property management company or property manager to include mediation, arbitration, and filing claims against a landlord.
14. The right to enter into a standardized, formal dispute resolution process, should all other methods be exhausted, to ensure the prompt and fair resolution of disputes that arise between landlords and Tenants concerning maintenance and repairs, damage claims, rental payments, move-out charges, and such other issues relating to housing units. The dispute resolution process shall contain the following elements: installation or regional commander as deciding authority; a process for withholding allotment of rental payments; standard mechanisms and forms for requesting dispute resolution; minimal costs to Tenants for participation; a completed investigation within seven days; and except in limited circumstances, a decision within 30 days and in no event longer than 60 days. A decision in favor of the Tenant may include a reduction in rent or an amount to be reimbursed or credited to the Tenant.
15. The right to have the Tenant's basic allowance housing payments segregated, with approval of a designated commander, and not used by the property owner, property manager, or landlord pending completion of the dispute resolution process.
16. The right to have reasonable, advance notice of any entrance by a landlord, installation housing staff, or chain of command into the housing unit, except in the case of an emergency or abandonment of the housing unit.
17. The right to not pay non-refundable fees or have application of rent credits arbitrarily held.
18. The right to expect common documents, forms, and processes for housing units will be the same for all installations of the Department, to the maximum extent applicable without violating local, State, and Federal regulations.

Tenants seeking assistance with housing issues should continue to engage their installation housing office, installation leadership, or chain of command.



Privatized Housing - Tenant Bill of Rights

- You have the right to report inadequate housing standards or deficits in habitability of the housing unit to the landlord, the chain of command, and installation housing office without fear of reprisal or realization, including (A) unlawful recovery of, or attempt to recover, possession of the housing unit; (B) unlawfully increasing the rent, decreasing services, or increasing the obligations of a tenant; (C) interference with a tenant's right to privacy; (D) harassment of a tenant; (E) refusal to honor the terms of the lease; (F) interference with the career of the tenant. (Right 7)
- You have the right to access to a military tenant advocate or a military legal assistance attorney, through the Installation Housing Office to assist in the preparation of requests to initiate dispute resolution, including the ability to submit a request to withhold payments during the resolution process. (Right 8)
 - Tenants are required to attempt to resolve disputes informally either through an informal dispute resolution process or as identified in the tenant lease. If the dispute cannot be resolved informally a tenant may then file a request for formal dispute resolution.
 - The Fort Drum procedures for requesting informal and formal dispute resolution [processes can be found at https://home.army.mil/drum/index.php/contact/housing-concerns](https://home.army.mil/drum/index.php/contact/housing-concerns).
 - The MHO staff is able to provide the dispute resolution process instructions and forms and can assist tenants in completing the request and explain the procedures.
 - Additional details are available later in this briefing.



Privatized Housing - Tenant Bill of Rights

- You have the right to receive property management services provided by the landlord that meet or exceed industry standards and that are performed by professionally and appropriately trained responsive and courteous customer service and maintenance staff. (Right 9)
 - The Fort Drum Installation Housing Office serves as your Military Tenant Advocate.
 - Garrison Housing Manager: (315) 772-8038
- You have the right to have multiple, convenient methods to communicate directly with the privatized landlord maintenance staff, and to receive consistent, honest, accurate, straightforward and responsive communications. (Right 10)
 - Winn Residential
 - Maintenance Shop Contact Number: (315) 955-6650
 - Maintenance Shop Location: Bldg. 9030 South Riva Ridge Loop
 - Maintenance Website: www.fortdrummch.com
 - [Maintenance Application: Download the “Rent Café” Resident App for FREE, available in the App Store or Google Play.](#)
- You have the right to have access to an electronic work order system through which a tenant may request maintenance or repairs of a housing unit and track the progress of the work. (Right 11)

Winn Residential Contacts:

- Property Management: (315) 955-6644
- Maintenance Management: (315) 955-6650



Privatized Housing - Tenant Bill of Rights

- You have the right to the following: (A) prompt and professional maintenance and repair; (B) to be informed of the required time frame for maintenance and repairs when a maintenance request is submitted; and (C) in the case of maintenance or repairs necessary to ensure habitability of a housing unit, to prompt relocation into suitable lodging or other housing at no cost to the tenant until the maintenance or repairs are completed. (Right 12)
- Displaced Resident Policies
 - ASAIE&E Memorandum, SAIE, Feb 14, 2020, Army Residential Communities Initiative Company Minimum Standard Resident Displacement Guidelines
 - ASAIE&E Memorandum, SAIE, Jan 23, 2020, Subject: Procedures for Approving Privatized Housing Habitability after Remediation, Mitigation, Stabilization and abatement
 - IMCOM Memorandum, Headquarters Installation Management Command, IMPW-H, Jan 31 2020, subject: Procedures for Certifying Housing Habitability for Army Family Housing, Leased Housing, Unaccompanied Housing and Privatized Homes
 - IMCOM Memorandum, Headquarters Installation Management Command, IMPW-H, Mar 11 2020, subject: Command Guidance Army Residential Communities Initiative (RCI) Company Minimum Standard Resident Displacement Guidelines
 - ASA IE&E Memorandum, Feb 14, 2020,
 - “Housing Maintenance Quality Assurance and Environmental Hazard Oversight Program” provides clear standards and details of required oversight of Army housing maintenance



Privatized Housing - Tenant Bill of Rights

- You have the right to receive advice from military legal assistance on procedures involving mechanisms for resolving disputes with the property management company or property manager including mediation, arbitration, and filing claims against the landlord. (Right 13)
 - SJA Office POC: Legal Assistance – (315) 772-5261
- Work orders can be tracked by the resident via the “Rent Café” App.

Work order or maintenance ticket will be closed only once the tenant and MHO sign off.

- You have the right to enter into a dispute resolution process, as provided in section 2894 of this title, should all other methods be exhausted and, in which case, a decision in favor of the tenant may include a reduction in rent or an amount to be reimbursed or credited to the tenant. (Right 14)
- You have the right to have the tenant’s basic allowance housing payments segregated and held in escrow, with approval of a designated commander, and not used by the property owner, property manager, or landlord pending completion of the dispute resolution process. (Right 15)
- You have the right to have reasonable advance notice of any entrance by the landlord, installation housing staff, or chain of command into the housing unit, except in the case of an emergency or abandonment of the housing unit. (Right 16)



Privatized Housing - Tenant Bill of Rights

- You have the right to not pay non-refundable fees or have application of rent credits arbitrarily withheld. (Right 17)
- You have the right to expect common documents, forms, and processes for housing units will be the same for all Army installations, to the maximum extent applicable without violating local, state, or federal regulations. (Right 18)



WE ARE THE ARMY'S HOME



Privatized Housing - Tenant Responsibilities



Military Housing Privatization Initiative

Tenant Responsibilities

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

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

- The Military Housing Privatization Initiative Tenant Bill of Rights highlights 5 important responsibilities for service members and their Families while they reside in privatized family housing.
 1. You have the responsibility to report in a timely manner any apparent environmental, safety, or health hazards of the home to the landlord and any defective, broken, damaged, or malfunctioning building systems, fixtures, appliances, or other parts of the home, the common areas, or related facilities.
 2. You have the responsibility to maintain standard upkeep of the home as instructed by the housing management office.
 - The FDMCH's Resident Guide lists the standards for upkeep of the home under Section 12, "Care of your Home" and is located on the www.fortdrummch.com website, under Resident Resources.



3. You have the responsibility to conduct yourself as a tenant in a manner that will not disturb neighbors, and to assume responsibility for your actions and those of a family member or guest in the housing unit or common areas, including the responsibility not to engage in any inappropriate, unauthorized, or criminal activity in the home or common areas.
 - The FDMCH's Resident Guide lists the standards for upkeep of the home under Section 2, "Noise Control" and is located on the www.fortdrummch.com website, under Resident Resources.
4. You have the responsibility to allow the landlord reasonable access to the rental home in accordance with the terms of the tenant lease agreement to all the landlord to make necessary repairs in a timely manner.
5. You have the responsibility to read all lease-related materials provided by the landlord and to comply with the terms of the lease agreement, lease addenda, and any associated rules and guidelines.



A landlord cannot charge a tenant more than \$20 for a background/credit check (NY Real Property Law sec. 238-1).

Security deposits are limited to one month's rent (NY General Obligations Law sec. 7-108).

A landlord must provide a tenant with a written receipt when rent is paid by cash, money order, cashier's check (NY Real Property Law sec. 235-e).

No charge for late payment of rent may be made unless the payment of rent has not been made within 5 days of the date rent was due, and such charge shall not exceed \$50 or 5% of the monthly rent, whichever is less (NY Real Property Law sec. 238-a).

No provision of a lease which states that the term thereof shall be deemed renewed for a specified additional period unless the tenant gives notice of the tenant's intention to quit the premises at the expiration of the term (i.e. an "automatic renewal provision") shall be operative unless the landlord, at least 15 days and not more than 30 days previous to the time specified for the furnishing of such notice, gives the tenant written notice, served personally or by certified mail, calling the attention of the tenant to the existence of such provision in the lease (NY General Obligations Law sec. 5-905).



Within 14 days after tenant has vacated the premises, landlord shall provide an itemized statement for basis of the deposit retained and shall return any remaining deposit. If the landlord fails to provide the tenant with the statement and deposit within 14 days, the landlord forfeits any right to retain any portion of the deposit (NY General Obligations Law sec. 7-108).

If the tenant has occupied the unit for less than one year, and the landlord intends to renew the tenancy at the end of the one-year term with a rent increase equal to or greater than 5% above the current rent, the landlord shall provide at least 30 days' written notice of the proposed increase to the tenant. If the tenant has occupied the unit for more than one year but less than two years, the landlord shall provide at least 60 days' written notice of the proposed increase to the tenant (NY Real Property Law sec. 226-c).

Tenants will be advised that if they have a child under 16 years of age, all firearms must be stored in a safe storage depository (i.e. a safe or other secure container which, when locked, is incapable of being opened without the key, combination or other unlocking mechanism), pursuant to NY Penal Law sec. 265.45.

Victims of domestic violence as defined by section 459a of the NY Social Services Law, who reasonably fear remaining in the leasehold because of potential further domestic violence, may terminate the lease, without penalty, with 30 days' notice to the landlord (NY Real Property Law sec. 227-c).



If a tenant defaults on payment of rent, at least 14 days' written notice for payment must be made by the landlord before eviction proceedings can be initiated (NY Real Property Actions and Proceedings Law sec. 711).

When a tenant is evicted, the landlord must give the tenant a reasonable amount of time to remove all belongings. The landlord may not retain the tenant's personal belongings (NY Real Property Actions and Proceedings Law sec 749; NY Real Property Law sec. 235).

There can be no provision in the lease that exempts the landlord from liability for injuries to persons or property caused by the landlord's negligence, or that of the landlord's employees or agents (NY General Obligations Law sec. 5-321).

There can be no provision in the lease that exempts landlords from mitigating the damages of a tenant vacating the premises before the lease expires (NY Real Property Law sec. 227-e).

There can be no provision in the lease waiving the Warranty of Habitability (NY Real Property Law sec. 235-b).

If the lease states the landlord may recover attorney's fees and costs incurred, the tenant automatically has a reciprocal right to recover those fees as well (NY Real Property Law sec. 234).



Privatized Housing- Informal Dispute Resolution

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



Privatized Housing- Formal Dispute Resolution

The **formal dispute resolution** process allows eligible tenants to obtain prompt and fair resolution of housing disputes concerning rights and responsibilities set forth in the lease, including maintenance, repairs, rental payments, displacement rights, lease termination, inspections, or fees and charges.

- The tenant may submit a **formal dispute resolution** request by submitting to the MHO a completed request form with any documents that support the dispute and a description of the dispute.
- The **formal dispute resolution** may include a home inspection. If the tenant fails to grant access to the premises for inspection the formal dispute resolution process shall terminate and no decision will be rendered.
- Tenants may request “rent segregation” for up to 60 days while the dispute is being reviewed.
- The HQ IMCOM commanding general is the deciding authority and will generally render a decision within 30 days but not later than 60 days.
- A **formal dispute resolution** form are available at the MHO, who is available to assist residents in completing the form. Tenants may also visit the Staff Judge Advocate’s office to seek their assistance in completing the **formal dispute resolution** form.
- 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.



The goal of the HSO is to implement and maintain a high-quality worldwide resource for relocation services that is innovative, comprehensive, and the first choice of information and support when Soldiers and Families relocate:

- Non-discriminatory listings of adequate and affordable rental and for-sale housing
- Counseling/referral on eligible installation services (i.e. legal, education, Exceptional Family Member Program)
- Preliminary inquiries to validate housing discrimination complaints
- Liaison with community and government officials / organizations (on and off post)
- Housing data exchange with other DoD housing offices
- Liaisons with Army Community Service in support of the Housing Relocation Assistance Program
- Housing market area data for use in developing market analyses rental negotiations and lease review



- One-stop, full service from arrival to departure for the following:
 - Home buying counseling
 - Landlord-tenant dispute resolution
 - Basic Allowance for Housing (BAH) data submission
 - Property inspections
 - ❑ NEW---Per FY20 NDAA: If tenant is not available for pre-assignment walkthrough
 - inspection, Housing Office must attend on tenant's behalf.
 - ❑ NEW---Per FY20 NDAA: The housing manager shall initiate contact with resident 15 day and 60 days after move in regarding the satisfaction of the resident.
 - Administrative assistance with utility company fees/deposits, connections, and billings
 - Informational briefings (in- and out-processing, entitlements), community outreach



- 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.
- USAG Fort Drum:

Team Drum generates, rapidly deploys and sustains ready forces to meet national security requirements while caring for Soldiers, Families and Civilians.

- Community Amenities:

Trail Network

On-site Maintenance

Complimentary Community Center Rental for Events

Community Center Dog Parks

Community Gardens Free

Resident Events

Destination Playgrounds Sledding

Hill

Splash Parks

Skate Parks Basketball

Court(s) Tennis Court(s)

Internet Cafe's Fitness

Center Indoor Playgrounds

Guarded and Gated Community



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End of Briefing



WE ARE THE ARMY'S HOME

