



Army Housing Office Plain Language Brief



WE ARE THE ARMY'S HOME



USAG-HI

U.S. Army Installation Management Command

As of: September 2023

Plain Language Brief_ Version I

- The USAG-HI Army Housing Office (AHO) staff 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 Officer reports directly to the Director, Public Works and garrison leadership
 - The AHO provides oversight of the privatized **project** to privatized housing company managing on post housing and provides tenant/landlord disputes services
 - The garrison Army Housing Office (AHO) provides referral services to Service Members and Families that reside or are seeking to reside off the installation
 - Garrison Leadership
 - Garrison Commander: COL Steven McGunegle
 - Garrison Command Sergeants Major: CSM Wise
 - Garrison Deputy Garrison Commander/Manager: Ms. Brandi Stauber
 - Garrison Army Housing Officer (AHO): Mr. David Reynolds
- Army Housing Residential Communities Office 808-655-7699



- Lendlease is the privatized company that owns and manages the Family housing on this installation
 - Lendlease is the private partner and managing member of Island Palm Communities 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.
- Island Palm Communities Contacts:
 - Operations Supervisor: Ms. Iris KirkPilger
 - Property Manager: Ms. Ka'eolani Winner
 - Maintenance Supervisor: Mr. George Beyer



The Military Housing Privatization Initiative *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 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.”



- **RIGHT 1:** You have the right to reside in a housing unit and a community that meets applicable health and environmental standards.
- **RIGHT 2:** 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 spaces.
- **RIGHT 3:** The right to be provided with 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.
- **RIGHT 4:** 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 5:** The right to 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.
- **RIGHT 6:** 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 7:** 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 retaliation.
- **RIGHT 8:** You have the right to 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.
 - 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
- **RIGHT 9:** 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 10:** You have the right to have multiple, convenient methods to communicate directly with the Landlord maintenance staff, and to receive consistent, honest, accurate, straightforward and responsive communications



- **RIGHT 11:** 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.
 - Island Palm Communities
 - Maintenance Shop Contact Number: 808-457-4075
 - Maintenance Shop Location: 1806 McMahon Road (North Region) & 1 Crater Rim Road (South Region)
 - Maintenance Website: <https://www.rentcafe.com/residentservices/island-palmcommunities/userlogin.aspx>
 - Maintenance Application: RentCafe
- **RIGHT 12:** You have the right to 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.
- **RIGHT 13:** 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 to include mediation, arbitration, and filing claims against the Landlord.
 - Installation legal office : 808-655-8607 or usarmy.Schofield.usarpac.mbx.legal-assistance@army.mil



- **RIGHT 14:** The right to 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.
- **RIGHT 15:** The right to 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.
- **RIGHT 16:** The right to 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.
- **RIGHT 17:** The right to not pay non-refundable fees or have application of rent credits arbitrarily withheld.
- **RIGHT 18:** 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.

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



The Military Housing Privatization Initiative Tenant Bill of Rights highlights five important responsibilities for Service Members and their Families while they reside in privatized family housing.

- **RESPONSIBILITY 1:** The 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.
- **RESPONSIBILITY 2:** The responsibility to maintain standard upkeep of the home as instructed by the property management company.
- **RESPONSIBILITY 3:** 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 unlawful activity in the home or common areas.
 - The Property Management Resident Handbook provides specific information. The resident handbook can be found online:
<https://safe.menlosecurity.com/doc/docview/viewer/docNF4ACEC0EDE77bf7367e868cd0996e17a791ae4ffd645aec906369220f4cf71e17bbf2bf3be7e>
- **RESPONSIBILITY 4:** The responsibility to 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.
- **RESPONSIBILITY 5:** 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.



- **Lease Terms**

- Fixed
- Month to Month

- **Security Deposit**

- Cannot be an amount greater than one months rent
- Pet deposits are OK
- Remaining portion must be returned within 14 days of termination of the rental agreement

- **Access to the Unit**

- Landlord must give at least 2 days notice
- Tenant must consent
- Reasonable hours

- **Repairs**

- Emergency
- 3 business days
- Non compliance
- 5 business days
- General – 12 business days

- **Landlord Obligations**

- Warranty of habitability

- **Prohibited Landlord Practices**

- Lockouts
- Retaliatory evictions and rent increases
- Turning off utilities

- **Notice to Vacate**

- Landlord: 45 days
- Tenant: 28 days

- **Final Inspections**

- Not required by law, but are a best practice to prevent disputes

- **Disputes**

- Small claims court
- Lawyer representation not allowed

- **Hawaii Landlord**

- Tenant Handbook

- State of Hawaii Department of Commerce and Consumer Affairs website

- **Codified in Hawaii Revised Statutes (HRS) Chapter 521**

- **Residential Landlord-Tenant Center – (808) 586-2634**



Hawaii's Residential Landlord-Tenant Code Types of Tenancies

	Week-to-Week	Month-to-Month		Lease
1. Return of security deposit (one year to bring action by tenant for return of deposit)	14 days after rental termination of rental agreement**	14 days after termination of rental agreement**		14 days after termination of lease agreement.
2. Notice of rent increase	15 days notice*	45 days notice*		
3. Notice of termination of rental*	10 days notice	45 days written notice from landlord to tenant. After 45 days written notice from the landlord, the tenant may vacate the unit at any time within the last 45-day period and is responsible for payment of prorated rent for the period that the premises are occupied and for notifying the landlord of the day of vacating. 28 days written notice from tenant to landlord.		It is recommended that either landlord or tenant give notice of intent prior to lease expiration.
4. a. Notice of voluntary demolition of rental units* b. Notice of conversion to condominium* c. Notice of conversion to transient vacation rentals*		120 days* 120 days* 120 days*	The tenant may vacate the unit at any time within 120-day period, so long as the tenant notifies the landlord of the day of vacating and shall pay a prorated rent for the period the premises are occupied.	
5. General repair schedule*	12 business days	12 business days--landlord must start repairs within 12 days after being notified or explain why it cannot be done at that time.		12 business days
6. Emergency repairs (repairs necessary to provide sanitary & habitable conditions)	3 business days	3 business days--landlord must take steps to correct within 3 business days or tenant may have repairs done and deduct cost from rent.		3 business days
7. Notice of intent to enter	2 days	2 days		2 days
8. Wrongfully quit rental	20 days	20 days--if tenant is absent without notice for 20 days, he is considered to have "wrongfully quit" premises. However, the tenant will not be considered absent during any period for which rent has been paid.		20 days
9. Improper use	10 days	10 days to remedy.		10 days
10. Failure to pay rent*	5 business days	5 business days after notice, rent must be paid or landlord may sue for eviction.		5 business days
11. Failure to disclose	10 days	10 days if requested by tenant, landlord must disclose names of owners or agents.		10 days
12. Security deposit transfer statement	20 days	20 days if owner sells or transfers interest, tenant must be given a statement of security deposit amount by new owner.		20 days

*Notice must be written

**Return postmark before midnight of 14th day



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- 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.
 - The tenant ***informal dispute resolution*** procedures are available on-line at https://home.army.mil/hawaii/application/files/7216/8547/7875/Informal_Dispute_Resolution_Procedures_Signed.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.

- The **formal dispute resolution** process is described in Schedule 3 of the DoD universal lease.
- 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 HQ IMCOM Commanding General 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.



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
- Administration of the Rental Partnership Program (RPP)
- Counseling/referral on eligible installation services, e.g., 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
- Home buying counseling
- Landlord-tenant dispute resolution
- Basic Allowance for Housing (BAH) data submission
- Administrative assistance with utility company fees/deposits, connections, and billings
- Informational briefings (in- and out-processing, entitlements), community outreach
- Liaisons with Army Community Services in support of the Housing Relocation Assistance Program



Legislative Updates

Property Inspections

- **NEW---Per FY20 National Defense Authorization Act (NDAA): If tenant is not available for pre-assignment walkthrough inspection, Housing Office must attend on tenant's behalf (RCI Installations only)**
- **NEW---Per FY20 NDAA: The AHO shall initiate contact with resident at 15 and 60 days after move in regarding the satisfaction of the resident. (RCI Installations only)**



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- **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.**
- **Island Palm Communities Community Centers**
 - Aliamanu –808-275-3850 / 182 Kauhini Road, Honolulu, HI 96818
 - AMR-Rim/Red Hill –808-275-3860 / 1545 Tampa Drive, Honolulu, HI 96819
 - Canby–808-275-3760 / 190 Morris Road, Wahiawa, HI 96786
 - 1LT Brostrom–808-275-3820 / 225 Austin Road, Honolulu, HI 96819
 - Helemano–808-275-3780 / 173 Romero Road, Wahiawa, HI 96786
 - Kaena–808-275-3730 / 5485 Gallup Street, Wahiawa, HI 96786
 - Kalakaua–808-275-3750 / 2535 Waianae Uka Avenue, Wahiawa, HI 96786
 - Porter –808-275-3770 / 1301 McCornack Road, Wahiawa, HI 96786
 - Wheeler –808-275-3790 / 100 Vought Avenue, Wahiawa, HI 96786



Island Palm Communities Work Order Process

- To alert the Landlord (Island Palm Communities) of maintenance issues:
 - Emergency or Urgent work orders – Call in immediately to: (808) 457-4075
 - Routine work orders – enter online through the Resident Portal

The Resident Portal is available online at fortcarsonfamilyhomes.com or download the RentCafe Resident App in the App Store or on Google Play

<https://winnmilitary-reslisting.securecafe.com/residentservices/hawa0/userlogin.aspx>

- 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 Island Palm Communities to report maintenance issues right away
- Contact Island Palm Communities to report emergency, urgent, routine work orders, trouble calls, safety concerns, or resident compliance issues



Certificate of Completion

Certificate of Completion

Plain Language-Tenant Bill of Rights and Tenant Responsibilities

This is to acknowledge the following Service member has read through the Plain Language Brief slides and been informed of the Tenant Bill of Rights and Tenant Responsibilities. If you have questions at any time during your tenancy, please contact RCI at 808-655-7699 or email:

usarmy.schofield.usag.mbx.residential-communities-initiative@army.mil.

Name (Please Print)

Printed name is equivalent to a signature

Date of Completion



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