

JBLM HOUSING REFERRAL TERMS AND CONDITIONS

In order to better serve the Service Members stationed at Joint Base Lewis-McChord (JBLM), the JBLM Housing Services Office (HSO) has established the following Terms and Conditions to which all landlords and property management companies listing with the JBLM HSO must comply.

1. Washington State Residential Landlord-Tenant Act – Landlords pledge they will comply with the Washington State laws governing residential tenancies detailed in RCW 59.18: Residential Landlord-Tenant Act.
2. Service Members Civil Relief Act (SCRA) – Landlords acknowledge that the Service Members Civil Relief Act (50 U.S.C. appx 535(i)(1)) is a federal law that must be honored. This means a SM must be released from their contract without penalty anytime after orders and proper notice is provided to the Landlord. Landlords further agree, they shall not ask SMs to waive any of the rights afforded to them under the SCRA.
3. Lease –
 - a. Landlords agree to provide the HSO with a sample copy of their lease agreement to JBLM HSO upon request. Landlords may email their lease to the HSO at usarmy.jblm.id-readiness.list.dpw-rcd-hso@army.mil. Once your lease is on file, you will not need to send another copy for each property unless the lease is different or changes are made to the lease.
 - b. Landlords agree that they will not require a “month-to-month” tenant to stay more than one rental period (i.e., one month). This type of lease, also known as a “One-Way Lease” is not beneficial to SMs. Landlords will not be allowed to utilize JBLM HSO’s listing services if their month-to-month rental agreement contains provisions that allow the landlord to withhold a deposit, or impose other penalties, if a tenant moves out before a minimum number of months have passed. Penalties include requiring tenants to pay for termination fees, concessions received and/or liquidated damages. Landlords utilizing “One-Way Leases” will be prohibited from listing their properties with the JBLM HSO.
4. Penalty Fees – Landlords agree that they will not charge any penalty fees when a SM terminates their lease under state and federal laws. Landlords further agree that SMs will not be asked to sign concession agreements requiring them to repay concessions when terminating their lease under the SCRA. Penalty fees as defined in this policy include:
 - a. Forfeiture of a security deposit
 - b. Termination fees
 - c. Remarketing/advertising fees
 - d. Any other monies above and beyond what the tenant would normally pay at the end of the lease had they not terminated under a military clause

5. Rental Rates – Landlords agree to offer SMs the same rental rates and concessions afforded to the general public.
6. Property Listings –
 - a. Landlords agree that photos and information provided on the property present an accurate representation of the rental unit. A property may need to be removed and/or corrected if the listing is found to be misleading including, but not limited to: providing pictures that misrepresent the property and its current condition; charging rents greater than the advertised rate; and providing incorrect information on the location of the property.
 - b. Landlords agree that they will notify all potential applicants of pending applications on the property in question. Should the pending application be denied, the landlord has the right to then process further applications on the property.
7. Self Inspection – Landlords confirm that they have conducted an inspection of their rental property prior to listing their property in HOMES.mil and that it meets all of the minimum standards set forth in the JBLM HSO Self-Certification Inspection Checklist which is intended to preserve the health, safety and general welfare of the public.
8. Joint Inspection – Landlords agree to make a good faith effort to conduct a joint inspection of the premises when requested by the tenant. The landlord and tenant will complete and sign a Move-In Inspection Checklist that notes the damages, repairs needed and the overall condition of the property. In the event a joint inspection is not conducted prior to move-in, tenants will be given a minimum of 5 days to review and conduct their own inspection after move-in.
9. Failure to comply with Terms and Conditions – Landlords understand that failure to comply with these Terms and Conditions will result in their listings being removed and that future entitlement to list with the HSO may be revoked. JBLM HSO reserves the right to remove listings at its sole discretion and that listings may be removed without necessity of any notice.

The JBLM HSO free listing service is provided in order for landlords and renters to contact each other. It does not assume responsibility for any events that may arise from their use. The JBLM HSO offers mediation services, but does not dispense legal advice.

The JBLM HSO retains the right to amend these Terms and Conditions at any time. Updates, modifications, and changes to these Terms and Conditions will be fully binding on you from the time they are publically posted on the JBLM HSO webpage. We encourage you to periodically review the Terms and Conditions located on this webpage for updates.