



# Army Housing Office Plain Language Brief (PLB)

☆☆☆☆ WE ARE THE ARMY'S HOME ☆☆☆☆





- The Fort Novosel 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 John P. Miller
- Garrison Command Sergeants Major: CSM Gary Williams
- Garrison Deputy Garrison Commander/Manager: Mr. John Watson
- Garrison Army Housing Officer (AHO): Mr. Van Danford

Army Residential Communities Office: Corvias Military Housing, 9700 Division Road,  
Fort Novosel, AL 36362



Corvias Property Management is the privatized company that owns and manages the Family housing on this installation

- Corvias Military Housing is the private partner and managing member of Rucker Communities, LLC.
  - Corvias 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.
- Corvias Military Housing Contacts:
  - Operations Supervisor: Chris Escobedo
  - Property Manager: Jessica Cunningham
  - Maintenance Supervisor: Vance Smith





# Tenant Bill of Rights (TBoR)

**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.
  - Corvias Military Housing
  - Maintenance Shop Contact Number: 334-230-5128
  - Maintenance Shop Location: 45 Red Cloud Road
  - Maintenance Website: <https://rucker.corviaspm.com/residents>
  - Maintenance Application: <https://www.residentportal.com>
- **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 : 334-255-3482





- **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.
  - \$100 refundable pet deposit per pet, maximum of two pets (\$200.00)
- **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 on each resident portal.
- **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.



**Section 2.B of the Lease is amended to include the following: Term. The initial term of the Lease commences upon the Lease Commencement Dates set forth in Box 4 of Schedule 1 and expires upon the Lease End Date set forth in Box 5 on Schedule 1. After expiration of the initial term, and provided that neither party has terminated this Lease in accordance with this Lease, this Lease will automatically convert to a month-to-month tenancy unless both Owner and Tenant sign a Lease Renewal. Tenant hereby acknowledges that Tenant specifically reviewed and approved this automatic renewal provision. Unless otherwise required by applicable law, either party may terminate this Lease as of the expiration date (or if this Lease has renewed on a month-to-month basis as of the last day of the month), by giving written notice to the other Party in accordance with Schedule 1 and the Community Specific Addendum. In addition, Tenant may terminate this Lease prior to the expiration date in accordance with Section 10.G.**

**Rent (Section 4): Section 4.B of the Lease is amended to include the following: Unless otherwise provided for in the Community Specific Addendum, Rent shall be paid through (i) Unit Diary Entry Electronics Funds Transfer (UDEFT) (Marine Corps), (ii) Military Assistance Company (MAC) [KNOX] (Navy/Air Force/Army), or (iii) PeopleSoft (Coast Guard), if applicable (each, as applicable, a “Rent Payment Service Option”). If a Rent payment Service Option is not applicable, Rent may be paid to Owner or its designated agent by payroll allotment/deduction (the “Allotment”). Rent and all other charges owed by Tenant and not paid by Rent Payment Service Option or allotment will be payable by another means reasonably directed by Owner, which at Owner’s option may include personal check, certified check, money order, automated clearing house or through other payment options (e.g. online/website, smart device application), which alternate means may be changed from time to time**





**With 30 days written notice to Tenant and each of which may be subject to applicable service charges. Owner will apply payments to any previously owed Rental amounts prior to current Rents or as otherwise required by applicable law.**

**Section 4.C After the Premises is vacated, any refund due to Tenant will be made within thirty (30) calendar days of Owner's or Community Manager's receipt of the Allotment applicable to month of move-out or within the time period required by applicable law.**

**Liability (Section 10.B):**

- (1) Neither Owner nor Community Manager shall be liable to Tenant, Occupants, guests, invitees, licensees, or any persons who are on the Premises for any damages, injuries or losses to person or property except to the extent such damage or injury arises from the negligent acts or omissions of Owner, Community Manager or its agents, servants or employees. Other than ordinary wear and tear, Tenant shall be liable for all damages to the Premises that are (i) not described on the Move-In/Move-Out Inspection Form (Schedule 5) as modified by Tenant's written notice(s) in accordance with Section 3.A as existing prior to Tenant's occupancy and (ii) caused by the deliberate, accidental, or negligent acts or omissions of Tenant, Occupants, guests, invitees, licensees, or animals housed by Tenant.**
- (2) Tenant acknowledges that neither Owner nor Community Manager are responsible for the performance by any insurance carrier under any policy of insurance, including any payment for Tenant's losses. Tenant also acknowledges neither Owner nor Community Manager are responsible for Tenant losses resulting from flood, natural disasters, other acts of nature, power failures, fire or any other cause beyond the reasonable control**



of Owner or Community Manager. To the extent the Tenant is required to carry renter's insurance, the details of such requirements are set forth on the Community Specific Addendum. In the event Tenant is not required to carry renter's insurance, Tenant is advised to carry insurance to protect Tenant from the losses described above.

(3) Tenant agrees that Owner, Community Manager and their representatives do not guarantee, warrant or assure the personal security of Tenant, Occupants, guests, invitees, licensees or animals housed by Tenant. Except as otherwise provided under State law in which the Premises is located or other applicable law, Owner and Community Manager shall not be liable for death, injuries, losses or damages to person or property of Tenant, Occupants, guests, invitees, or licensees, caused by theft, burglary, rape, assault, battery, arson, mischief, crime, war, terrorism, vandalism, fire, smoke (including second-hand smoke from other residences), pollution, water, lightning, earthquakes, rain, flood, water leaks, hail, ice, snow, explosion, sonic boom, interruption of, or spike in, utilities, electrical shock, acts of nature or unexplained phenomena or casualties, lack of access to land under the control of the federal government, acts of other Tenants, Occupants, guests, invitees, licensees, or animals housed by Tenant, or from any other event or cause beyond the reasonable control of Owner or Community Manager. Subject to applicable law, Tenant shall indemnify and hold Owner, Community Manager, their agents, employees and representatives, harmless against all claims, expenses, damages, actions, and liabilities of whatever nature, including reasonable attorney's fees, arising from or relating to injury, loss or damage relating to Tenant's, Occupants', guests', invitees', or licensees' negligence, tenancy and/or failure to comply with this Lease.





## **Early Termination Fee (Section 10.G.4):**

- (i) Except as provided in Section 10.G.(1), Section 10.G.(2), and Section 10.G.(3) above, if Tenant terminates this Lease prematurely Tenant shall pay Owner an Early Termination Fee in accordance with the Community Specific Addendum to this Lease. Tenant and Owner agree that the damage to Owner would be difficult to determine and agree the Early Termination Fee is a fair estimate of Owner's costs and damages resulting from such an early termination of this Lease by Tenant. Tenant shall give Owner a minimum of thirty (30) calendar days written notice of termination.**
- (ii) If Tenant has leased for more than the initial term and is renting on a month-to-month basis and Tenant provides thirty (30) calendar days' written notice to Owner, there shall be no Early Termination Fee charged to Tenant.**
- (iii) If (a) the Tenant terminates this Lease early under Section 10.G.(1), or (b) two Tenants terminate this Lease under either Section 10.G.(2) or Section 10.G.(3) above, then the terminating Tenant(s) will not be assessed a penalty for early termination. However, Tenant is still responsible to turn over the Premises in accordance with the terms of this Lease.**



- 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/novosel>
  - 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 and on-line at <https://home.army.mil/novosel>
- 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





- **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)**



- **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 slide for locations of Fort Novosel Family Homes Leasing Center and the Army Housing Office**
- **Fort Novosel Corvias Leasing Office: 9700 Division Road, Fort Novosel, AL**
- **Army Housing Office: Building 5700, Room 160, 1<sup>st</sup> Floor Soldier Service Center, Fort Novosel, AL**





## Fort Novosel Corvias Housing Work Order Process

- To alert the Landlord (Corvias) of maintenance issues:
  - Emergency or Urgent work orders – Call in immediately to: (334)-230-5128
  - Routine work orders – enter online through the Resident Portal or call (334)-230-5128

The Resident Portal is available online at <https://fortnovosel.residentportal.com/auth> or download the Resident Portal App in the App Store or on Google Play

- Track progress of work orders by viewing information in the Resident Portal App
- Work order or maintenance ticket will be closed once the work has been completed
- Important to contact Corvias to report maintenance issues right away
- Contact Corvias to report emergency, urgent, routine work orders, trouble calls, safety concerns, or resident compliance issues

