



# Army Housing Office Plain Language Brief (PLB)



WE ARE THE ARMY'S HOME



Picatinny Arsenal, NJ  
U.S. Army Installation Management Command



- The Picatinny Arsenal 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
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- **Garrison Leadership:**
    - Garrison Commander: LTC Craig A. Bonham II
    - Garrison Command Sergeants Major: CSM David M. Franks
    - Garrison Deputy Garrison Commander/Manager: Mr. Fortunato Rubio (JR)
    - Garrison Army Housing Officer (AHO): Ms. Dawn Heitzner-Kadow
    - Army Housing Residential Communities Office: Mr. Peter J. Mertz



- Picatinny Homes ([picatinnyhomes.com](http://picatinnyhomes.com)) is the privatized company that owns and manages the Family housing on this installation.
  - Balfour Beatty Communities is the private partner and managing member of Picatinny Homes.
  - Picatinny Homes 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.
- Balfour Beatty Communities Contacts:
  - Operations Director: Ms. Kristin Dunkle
  - Property Manager: Ms. Ann Nieves
  - Maintenance Supervisor: Mr. Anthony Titus (Mark)





# 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.
  - Picatinny Homes:
  - Maintenance Shop Contact Number: 973-328-2992
  - Maintenance Shop Location: 117A Farley Avenue, Picatinny Arsenal, New Jersey
  - Maintenance Website: [www.picatinnyhomes.com](http://www.picatinnyhomes.com)
  - Maintenance Application: Rent Café Resident App
- **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 : Picatinny Arsenal Legal Office, Mr. Lawrence Brady, 973-724-6579





- **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.
  - Military Service Members will not be charged fees including but not limited to, application fees, security deposits, pet deposits, transfer fees.
- **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 in the Resident Portal under the "Community Info" tab.*

**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.



# State-Specific Addendum

## Picatinny Arsenal, New Jersey

Unless otherwise provided for in the Community Specific Addendum, Rent shall be paid through (i) Unit Diary Entry Electronic Funds Transfer (UDEFT) (Marine Corps), (ii) Military Assistance Company (MAC) (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 a 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 methods (e.g. third party-administered online payment portal, 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.

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

D. Tenant may be required to pay a security deposit, if any, as more particularly set forth on Schedule 1. Owner shall hold such security deposit in accordance with the terms in the Community Specific Addendum.





# State-Specific Addendum

## Picatinny Arsenal, New Jersey

### Liability (Section 10.B):

(a) Resident agrees to obtain and maintain at all times during the term of this Agreement, at Resident's expense, liability insurance with a minimum coverage of \$100,000 to protect Resident from claims for property damage and physical injury caused by or to Resident, or Resident's family member(s), invitees or guests. Upon execution of this Agreement and thereafter upon request of Landlord, Resident will provide Landlord with evidence of the required insurance coverage, which shall name Landlord as an interested party. Landlord also strongly encourages Resident to obtain property insurance to cover losses or damage to personal property.

(b) Resident acknowledges that: (i) Landlord's insurance does not cover the loss of or damage to Resident's personal property, and (ii) Resident's failure to maintain the insurance required by subsection (a) above may result in Resident being liable to Landlord and others for loss or damage caused by Resident's actions or those of any family member(s), invitees or guests of Resident.

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

Except as provided in Section 10.G.(1), Section 10.G.(2), and Section 10.G.(3) above, if Tenant intends to terminate this Lease prior to the expiration date of this Lease term (Box 5 on Schedule 1), Tenant must submit a request in writing. Except as otherwise expressly provided herein or as otherwise provided under applicable law, Tenant will be subject to an Early Termination Fee equal to one month's rent together with any outstanding Rent or other amounts owed to Owner pursuant to the terms of this Lease, except as otherwise expressly provided herein or as otherwise provided under applicable law.



- 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 [www.pica.army.mil](http://www.pica.army.mil).
  - 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 [www.pica.army.mil](http://www.pica.army.mil).
- 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.**





## Picatinny Family Homes Work Order Process

- To alert the Landlord (Picatinny Family Homes) of maintenance issues:
  - Emergency or Urgent work orders – Call in immediately to: 973-328-2992 Opt. 2
  - Routine work orders – enter online through the Resident Portal

The Resident Portal is available online at [fortcarsonfamilyhomes.com](http://fortcarsonfamilyhomes.com) or download the Rent Café Resident App in the App Store or on Google Play.

[www.picatinnyfamilyhomes.com](http://www.picatinnyfamilyhomes.com)

- Track progress of work orders by viewing information in the Rent Café 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 Picatinny Family Homes to report maintenance issues right away.
- Contact Picatinny Family Homes to report emergency, urgent, routine work orders, trouble calls, safety concerns, or resident compliance issues.





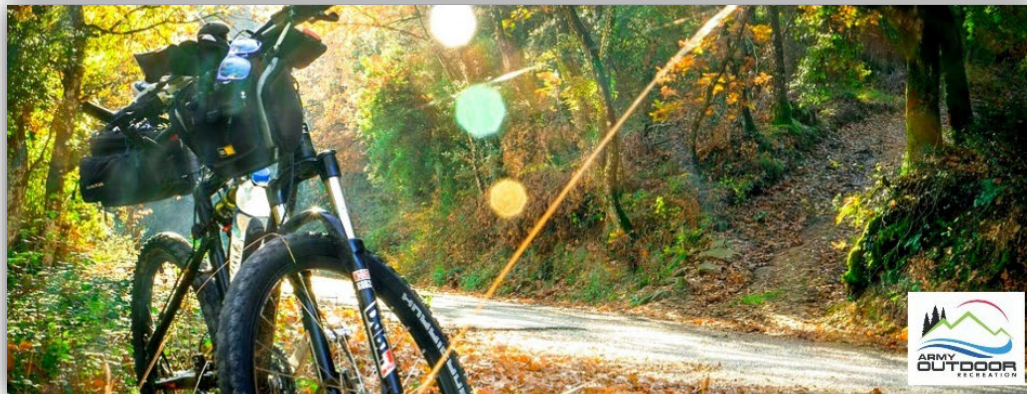
## Family, Morale, Welfare and Recreation-Quality of Life Initiatives

### Committed to Service – Enhancing Readiness

USAG Picatinny Family and MWR portfolio includes Recreation, Business, and Child Services programs focused on improving the Quality of Life of Soldiers and Families.

Excellent **recreational facilities**, including the newly equipped **Fitness Center**, softball diamonds, soccer fields, **18-hole golf course**, fishing lakes and a one-of-a-kind aquatic park, **Frog Falls**.

Some notable events of the past year have been the 100<sup>th</sup> Anniversary of the golf course, the fitness center became a 24/7 unmanned operation and the aquatic park saw it's one millionth guest.





## Food Beverage & Entertainment



- ☐ The Club Open to Public
- ☐ Wedding Venue
- ☐ Full-Service Catering
- ☐ Conference Center



- ☐ Full-Service Fast-Food Location
- ☐ Daily Specials
- ☐ Sam Adams Grill

## Picatinny Golf Club



- ☐ 18 Hole Course & Pro Shop
- ☐ Short Game Facility
- ☐ Golf Maintenance Facility
- ☐ \$750K Annual Revenue

- ☐ Membership & Daily Fee Plan
- ☐ Open to Public
- ☐ Golf Outings & Tournaments
- ☐ Picatinny Golf League

## Frog Falls Aquatic Park



- ☐ 520,000 Gallon Water Park
- ☐ Leisure Pool
- ☐ Two Water Slides & Lazy River
- ☐ Toddler Pool & Splash Pad

- ☐ Open Memorial Day to Labor Day
- ☐ Membership Facility
- ☐ Open to Public

## Recreational Lodging



- ☐ 3 Cabins; 2 RV Pads; 5 – 2 Bedroom Apartments
- ☐ 3 Room Guest House & Suite

## Forge Fitness Center



- ☐ Unmanned 24/7 Fitness Center
- ☐ Indoor Basketball
- ☐ Men & Women's Locker Rooms

- ☐ Outdoor Tennis Courts
- ☐ Street Hockey
- ☐ Cardio & Aerobics Room & Classes

## Outdoor Recreation



- ☐ Equipment Rental Center
- ☐ Trips, Clubs & Activities
- ☐ Archery Range

- ☐ Paintball Field
- ☐ Ski & Bike Shop
- ☐ Special Order Program

## Leisure Travel Services



- ☐ Gift Shop
- ☐ Discount Ticket Program
- ☐ Membership Sales & Renewals
- ☐ RV Storage Lots
- ☐ Storage Unit Rentals

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