## BAUMHOLDER HOUSING DIVISION

# OFF POST HOUSING HANDBOOK



INFORMATION AND HELPFUL HINTS FOR LIVING ON THE GERMAN ECONOMY

#### Welcome to Baumholder!

It is with pleasure that I welcome our new residents to the Baumholder Military Community. I am confident that your assignment here will be a most rewarding and pleasurable one.

The Housing Division maintains a web-site that lists all available dwelling units within our area. We work on an open referral system. This means that our services are provided to you on a "first come – first serve" basis. Applicants are encouraged to check the web-site often and contact the Housing Division in order to gain information on units that will become available in the upcoming weeks. Rental units cannot be placed on hold and may be rented by other Families while you are looking for housing so please plan accordingly.

The Housing Division will assist you in contacting landlords, setting up appointments, and signing contracts. Take advantage of all the assistance, knowledge, and expertise Housing can provide. Anyone finding a dwelling on their own will also have the assistance of Housing in finalizing the contract as well as all other services provided.

This handbook is designed to educate you in what living on the economy is all about. As a representative of the United States, you have the opportunity to not only learn about German customs, tradition, and hospitality, but you can also share American customs, tradition, and hospitality with your neighbors. Once you get to know your German neighbors, you will find that they are warm-hearted and friendly and that they really do like Americans. Remember, you can make your tour on the economy an enjoyable one.

Problems? Questions? The Housing Division is required to work within regulatory guidelines and may not be able to deal with the uniqueness of your personal housing needs. If a situation does arise, help us to help you by providing the supervisor in the office the opportunity to settle any questions or problems you may be experiencing in the Housing Division. It is your right and it is our job. Just ask.

In order for the Housing Division to project housing availability more accurately, residents are encouraged to keep us informed of any changes in your current tour of duty, i.e., new telephone number, change in DEROS or unit.

We hope you find this handbook useful and informative. Any suggestions for changes or improvements are always welcomed. Your comments and suggestions for improvements are important and valuable to us, as part of our customer service goal. Please take the time to submit a customer comment card or visit the ICE section of the USAG Baumholder web-site at www.baumholder.army.mil.

Chief, Housing Division

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#### INTRODUCTION

Baumholder, a small city of approximately 5000 people, is located between the cities of Birkenfeld and Idar-Oberstein in the scenic German state of Rheinland-Pfalz (sometimes called Rheinland-Palatinate). The elevation at Baumholder is approximately 1200 feet. The average summer temperature is between 65-80 degrees Fahrenheit.

The area surrounding Baumholder is particularly scenic and is ideally located for travel around Europe. No farther than a two hour drive are the borders of France, Belgium, and Luxembourg. Add another hour or two and Austria, Holland, Switzerland or Italy may be visited. Even closer to home are some of the most historic and scenic spots in Germany. To the north lies the "tourist portion" of the Rhine River, famous for its wines and castles. Some historic cities within driving distance are Heidelberg, Trier (Germany's oldest city), Worms, and Cologne. Frankfurt, about two hours drive to the east, has the largest shopping centers in Europe. Approximately 50 miles to the north is the world famous Nuerburgring auto race track. An excellent highway system within Germany makes traveling through the scenic countryside a pleasure.

Just in our "backyard" are many cities and towns where one may sightsee and shop. The historic city of Trier is in the area where some of Europe's finest white wines are produced. Bernkastel, about an hour north of Baumholder, is a favorite spot because of its restaurants, wine cellars, little shops and vantage point on the Mosel River. The annual Bernkastel Winefest is one of the year's social highlights. About fifteen minutes to the south, one can visit Castle Thallichtenberg and get a first impression of an historic building in their new country.

A half hour drive to the west of Baumholder is St. Wendel, a fairly large town with many shops and restaurants. Parts of the famous Siegfried Line are nearby. A half hour past St. Wendel, one arrives in Saarbrücken, a large city along the French border. The ladies will especially like Saarbrucken for its many boutiques and department stores.

Idar-Oberstein, the semi-precious gem center of Germany, is about twenty minutes drive northeast of Baumholder and has basically the same stores as St. Wendel. Several points of interest in Idar-Oberstein are the gem museum, two castle ruins, and a unique church built into the side of a mountain. On short outings, one may also visit castle ruins nearby in Morbach, Kusel, and Frauenberg.

Baumholder itself has many good stores and all the conveniences of a modern city. In the larger cities, such as Saarbrücken and Trier, English is usually spoken in the stores, which eases the language difficulty somewhat.

Your tour in Germany provides you with an opportunity rarely received by most people. You will be able to travel throughout Europe if you wish. You will be able to live in a culture different from your own, historic yet modern. You'll enjoy your experience even more if you attempt to speak the language, and by the German reaction you will see that they appreciate your efforts. Contact Army Community Services (ACS) at DSN 485-8188 (commercial 06783-68188) to get information on German speaking classes.

#### **1. REFERENCES**

a. AR 420-1, Army Facilities Management, dated 12 February 2008.

b. USAREUR Supplement 1 to Army Regulation, 420-1, Army Facilities Management, dated 20 November 2008.

#### 2. **RESPONSIBILITIES**

2-1. Services Provided. The Baumholder Housing Division will provide the following off-post services:

a. Assistance in locating a home through housing listings, newspaper advertisements, helping to place an ad in the newspaper, and others.

b. Listings of private rental housing with non-discriminatory landlords.

c. Assistance with rental negotiations and review of leases.

d. Language interpretation when dealing with the landlord, providing a bilingual contract.

e. Administrative assistance when dealing with utility companies, telephone installation, and bill payments.

- f. Moving-in/out inspections of premises with tenant and landlord.
- g. Assistance in obtaining furniture and appliance support.
- h. Assistance in resolving minor tenant and landlord complaints.
- i. General information on military housing allowances.

As you can see, the Housing Division will be able to deal with just about any situation related to your housing needs. If there is a service not listed that you need, or you need additional service, please ask. If you do not receive the response or answer that you feel you need or desire, ask to speak to the supervisor.

2-2. Services Not Provided. The Baumholder Housing Division cannot provide the following services:

a. Legal assistance. The Legal Assistance Office or local German lawyers can provide legal assistance and advice on civil matters.

b. Settling disputes. The Housing Division has no legal capability to assist either a landlord or a tenant in settling disputes. The Housing Division can only try to negotiate and mediate the disputes. c. Financial transactions. The Housing Division cannot handle money or keys to the dwelling for you or the landlord.

d. Lease Translations. Housing can provide you with a *verbal* lease translation only. This translation is available only on appointment basis and will cover the basic requirements of the contract as well as anything peculiar to your contract.

#### **3. MILITARY PERSONNEL REQUIREMENTS**

3-1. Prior to seeking off-post quarters, Soldiers are responsible to obtain a Statement of Nonavailability (SNA) from the Housing Office.

3-2. Within two working days of arrival, all personnel eligible for Temporary Lodging Allowance (TLA) must register with the Housing Division, building 8876, Wetzel Kaserne.

a. Personnel issued a SNA must aggressively seek private rental housing. If military personnel on TLA status turn down an adequate dwelling or fail to check with the Housing Office every three days, their TLA will be terminated IAW USAREUR Regulation 37-4. The following are *not* grounds for refusal and will be counted as turn downs:

- (1) Too far from duty station and/or community activities.
- (2) Lack of transportation (public or private).
- (3) Your furniture will not fit into the dwelling.
- (4) You request more bedrooms than required/authorized IAW AR 420-1.
- (5) Price is too high, unless it exceeds OHA entitlements.
- (6) Spouse/Family does not like dwelling or its location.

(7) Stairs in lieu of elevator (this may be waived if registered in the Exceptional Family Member Program).

(8) Not near enough to medical facilities (this may be waived if registered in the Exceptional Family Member Program).

(9) Pet(s) not allowed.

(10) Requirements by military unit of assignment.

#### 4. MILITARY PAY ENTITLEMENTS/ALLOWANCES

4-1. Temporary Lodging Allowance (TLA). TLA is an allowance to partially defray the cost of

living in transient type quarters during your PCS move.

a. Incoming TLA. As long as incoming personnel are aggressively seeking housing, TLA may be authorized for up to 30/60 days.

b. Eligibility.

(1) Soldiers with command sponsored Family members and Soldiers married to another Soldier with Family members: Family members must be residing with you at your temporary lodging location. You must be authorized concurrent travel that is not to a specific private rental address.

(2) For Soldiers married to another Soldier with no Family members: Both Soldiers must reside together in temporary lodging facilities pending availability of permanent housing.

(3) Bona fide and geographical bachelors in the ranks of SFC and above. Soldiers in the rank of SSG and below will stay in Unaccompanied Personnel Housing (UPH) and will be offered TLA only when there are none available.

(4) Exceptions to Policy. Should you need an exception to policy for payment of TLA to exceed 60 days, you must request and extension of TLA. The Housing Division has the request form and instructions on how to process your exception.

c. Termination of TLA. A Soldier's entitlement to TLA will be terminated if any of the following apply:

(1) Assignment to government quarters (permanent or temporary) or private rental housing.

(2) Refusal of government quarters when offered.

(3) Soldier's request to be bypassed on government quarters waiting list for personal reasons.

(4) Failure to aggressively seek private rental housing.

d. Outgoing TLA. Soldiers and civilians are entitled to a maximum of 10 days TLA when residing in private rental. Requests for extension must be submitted in advance through the Housing Division to Finance.

4-2. Overseas Housing Allowance (OHA). OHA is paid to military members to defray costs Soldiers incur for private rental housing overseas. Maximum rental ceilings are established for each grade and location and are revised regularly based on data received on actual rent amounts and local currency fluctuation. OHA includes a rent amount which is the amount of the actual rent up to your maximum authorized, and a utilities amount. The utilities amount is based on whether or not you have dependents. It is best to put any excess allowances aside to save it for the final bill. a. USAREUR conducts periodic surveys to ensure that Soldiers and receiving an adequate amount of allowances for living on the economy. It is in your best interest to participate in these surveys. The surveys are normally conducted every three or four years. Keep your records current in order to have accurate data to provide when requested.

4-3. Move-in Housing Allowance (MIHA). This allowance is paid to defray the move-in costs associated with occupying privately leased quarters covered under the OHA program. To be entitled to MIHA, a Soldier must be eligible for OHA. Eligible members are entitled to MIHA for one dwelling during a tour at a permanent duty station (PDS). There is no entitlement when a local move would otherwise initiate a second or subsequent MIHA, a member executes a PCS but remains in the same dwelling place, or a member moves from government quarters to a non-government residence due to separation or retirement.

a. Components of MIHA. You are not automatically entitled to MIHA. For questions and to check your entitlements, contact the Housing Division or the Finance Office.

(1) MIHA Miscellaneous. This one-time lump sum payment recognizes that items such as curtains, wardrobes, and 220-volt appliances are sometimes not provided in overseas dwellings. Each Soldier entitled to MIHA will receive a full pay in MIHA miscellaneous.

(2) MIHA Rent. These are fixed, one-time, non-refundable charges levied by the landlord or landlord's agent which the Soldier must pay before occupying a dwelling. Examples are Realtor's fees or redecoration fees. These expenses must be approved by the Housing Division in writing prior to the Soldier assuming any financial commitment. Expenditures considered unreasonable or not authorized by the Housing Division will be disallowed partially or in total. Stamped, paid receipts are required. Allowable Realtor fees will not exceed two months' rent and redecoration costs will not exceed two times the rent. MIHA Rent does not include advance rental payments, refundable deposits, and does not apply to homeowners.

(3) MIHA Security. It is allowable for Soldiers in areas determined to high-risk terrorist areas. Germany does not fall into this category.

4-4. Cost of Living Allowance (COLA). This allowance is paid to compensate Soldiers for the average difference between day-to-day living costs (excluding housing costs) at an overseas duty station as compared to average living cost in the 48 contiguous states. Check with Finance for more information on COLA.

4-5. Advance Pay Housing Allowance. Advance pay may be granted to pay advance rent, security deposits, and/or initial expenses incident to occupying economy housing. The amount to be advanced will be determined on the basis of anticipated expenses and the housing allowance rates. A sample format can be picked up at the Housing Office. A DA Form 4187 must be signed by your commander and submitted to Finance for payment.

4-6. Living Quarters Allowance (LQA) for Civilian Employees. LQA is paid if authorized by the servicing Civilian Personnel Advisory Center (CPAC). LQA covers basic rent, electricity,

fuel for heating and cooking, water, sewage, garbage, some taxes, and trash disposal. Rental of garage space or a designated parking space for one car for each employee residing in the quarters is authorized when not included in the basic rent. Insurance is not an allowable expense. Rental deposits, property deterioration, or renovation fees are not allowable even if included on a prorated monthly basis in a rental contract.

4-7. Fraud. If involved in OHA fraud, you are subject to action IAW the Uniformed Code of Military Justice (UCMJ), loss of entitlement to OHA, and in the event of overpayment you will be required to reimburse the US government. Use of OHA to pay for other than housing debts, failing to report changes in rental price resulting in overpayment of OHA, or knowingly accepting OHA in an amount greater than entitlement are example of fraud.

## 5. OFF-POST HOUSING INFORMATION

5-1. General. Rental units in Baumholder vary from area to area. The type and size of the dwelling units will determine how much you pay. Most homes are constructed of concrete blocks covered by a cement type (stucco) masonry coating. The majority of available rental properties are apartments. Single Family homes can also be found but are few. Yards are small and garages, if available, will probably cost extra. The ceilings are usually higher than in the US and the windows are larger. The average dwelling size is smaller than most Americans are used to and usually are rented without closets. Closets and appliances can be acquired through the Customer Service Branch at the Housing Division.

5-2. Finding a home. The Homes.mil web-site at <u>https://www.homes.mil</u> has a list of dwelling units in the area that are available for rent. You must contact the Housing Division prior to making any housing arrangements to ensure you are authorized to live off post.

a. You may look on your own. If you find a dwelling on your own, get the landlord's name, address, and telephone number and give the information to the Housing Division. One of the inspectors will schedule an appointment for the inspection of the dwelling. Do not sign a rental contract before a housing representative has been contacted and an inspection of the dwelling has been conducted or approval granted. The Housing inspector can also act as your interpreter.

b. Another avenue to find a rental property is through the use of a Realtor, similar to a real estate agent in CONUS. Do not use this service without obtaining a statement of nonavailability to do so through the Housing Division. The use of a Realtor will only be approved if the Housing Division is not able to find adequate housing for you within a reasonable timeframe. If approved, you will be reimbursed for the expenses.

5-3. School Bus Routes. Not all villages within the Baumholder area are on a scheduled school bus route. To determine if your village is, please check with Housing for a current list of villages supported.

5-4. Rental Costs. The average rental costs for unfurnished apartments with 1-3 bedrooms range from €300-750 while houses and 4-bedroom apartments range from €800-1600.

5-5. Rental Contract. A rental contract is a legal binding document between you and the landlord. Special attention should be given to the section that deals with incidental costs and utilities. If these costs are charged separately, there should be a clear reference whether they are monthly flat-rate payments or estimated costs. The method of apportioning the final costs should be stated in the contract. In the case of estimated costs, the landlord must reconcile actual costs with payments made by you yearly. Actual consumption costs must be compared to monthly payments. Overpayments must be refunded to you. If usage was higher than the monthly payments, you must pay the difference. The landlord must provide the final bill within one year after the end of the calculation period in order to be able to collect the difference. Either you or your landlord may request to increase or decrease monthly payments in case of significant discrepancies between actual costs and payments.

5-6. Condition Report/Move-in Inspection. The Housing Division will assist with an inspection of your quarters. The results of the inspection of the dwelling are written into a "condition report" of the dwelling itself and everything in it. This is for your protection so that when you move out you won't be forced to pay for damages that already existed when you moved into the dwelling. Meter readings for electricity, water, gas, etc. should also be annotated on this sheet. At the end of the inspection both you and the landlord will sign this form.

5-7. Paying Your Rent. Rent may be paid directly to the landlord. However, many times tenants pay the rent to a bank account for the landlord. Whichever way your landlord requests, be sure you get a receipt, either from the landlord or from the bank. The landlord can raise the rent only once a year. The request for a rental increase must be in writing and the new price will become effective on the first day of the month following 90 days (i.e., request for increase dated 15 February will make the new rental price effective 1 June).

5-8. Security Deposits. A security deposit (Kaution) is required on most dwellings. Normally, it equates to two months' rent. The deposit is the landlord's safeguard in case you move out and leave unpaid bills or damage the dwelling unit. The landlord is required to keep your deposit in an interest bearing account. When you move out, if there are no charges due from you, your landlord will return your security deposit with interest. The majority of customers vacating economy housing have expectations of receiving security deposit refunds within 30 to 60 days as in generally customary in the United States. However, by German law, landlords have been afforded a reasonable period of time, usually up to six months, to examine possible claims against the tenant to include outstanding bills. Should there be an outstanding utility bill, the landlord has the right to withhold up to four times of the prorated utility amount from the deposit. It can take up to one full year depending on when the utility company calculates and forwards the final bill to the landlord. Considering this, do not expect your security deposit within 30 days. It is imperative that you leave a forwarding address, and preferably a bank account number with the landlord so the deposit can be settled after your departure. If there is no damage or any outstanding utility bills, the landlord must return the security deposit to you immediately following final reconciliation of all bills. The law does not permit you to offset the rental security deposit against any rent payments due. The regular rental amount must be paid in full through the last month.

5-9. Utility Costs. Utilities are averaged using a formula based on the living space of your dwelling and the number of people in your Family. The same amount is paid every month for electricity, heat, water, sewage, garbage disposal, etc. At the end of the year, a final bill is calculated and you should either receive a refund or pay an additional amount. Based on the final bill, a new monthly amount may be established for the following year. The majority of private rentals are heated by hot water radiators. Water in the radiators is heated by oil furnaces. "Central heat" means that there is a radiator in every room. A few rental units are heated by electric heat or central gas heat.

5-10. Transformers. The Germany electrical system is 220 volt. Some American electronics are supplied with dual voltage. If this is the case, you will only need an adapter. You can see the voltage by checking the power source. If the electronics are strictly 110 volt they will not work without the aid of a transformer. Transformers come in a variety of sizes. It is extremely important to know the watt rating on the appliance that you are plugging into the transformer to ensure it does not exceed that of the transformer. You should avoid plugging multiple appliances into one transformer as the total watts may exceed that of the transformer. Transformers are big energy wasters as they continue to draw power even when the connected appliance is turned off. Transformers should be turned off and unplugged when not in use. Do not plug in 110 voltage electronics with an adapter since this will damage them. Clocks and other timed devices may not properly function due to the difference in cycles.

5-11. Telephone and Internet Service. Request for telephone and internet service must be made by you directly to the local offices. Many areas in our area do not have high speed internet services that are commonly provided in the US. In addition, you pay for local calls as well as long distance calls depending on the service plan you buy.

5-12. Television. Armed Forces Network (AFN) cable can normally be received only in government housing units. However, there is an option of receiving AFN channels through the use of a decoder and satellite. Get your landlord's permission to install a satellite dish and ensure that it is installed properly.

#### 5-13. Tax Relief.

a. Soldiers and civilians living on the local economy can get tax relief on utilities through the Utility Tax Avoidance Program (UTAP). Visit the Value Added Tax (VAT) Office at building 8661 to set up an account. The UTAP is transferable to participating communities within Europe.

b. To save on the tax from your heating oil, purchase a VAT form from the VAT office (building 8661) to present to the oil company when they deliver your heating oil to your dwelling unit.

c. Radio and Television Tax (GEZ). The German government imposes a tax on television sets and radios. To receive exemption for these taxes, send a copy of your military ID card and a copy of your orders to the address listed on the paperwork if you receive a bill.

5-14. Government Furniture. Command sponsored military personnel with an approved Statement of Nonavailability (SNA) to occupy economy housing and civilian employees receiving Living Quarters Allowance (LQA) are authorized to receive furniture support. Authorized furnishings include one wardrobe for each Family member plus one additional, washer, dryer, range, and refrigerator. Other furniture may be borrowed for 90 days when moving into economy quarters and for 60 days when moving out. Other personnel, to include contractors, are not authorized furnishings.

5-15. Fair Wear and Tear. Fair Wear and Tear (FWT) is defined as normal occurrence of expected wear to a component, system, or any part of an assigned housing unit as a result of wear from normal use. FWT is not determined by Family size or ages of Family members. An item that has to be repaired or replaced before its full life expectancy has been reached due to neglect or failure to correct the cause of damage or improper maintenance is considered beyond FWT. Some examples of items typically not considered FWT include fingerprints, stains, crayons, foodstuff, or decorative finishes on painted surfaces that cannot be removed through normal cleaning, performing an unprofessional paint job, scratches and gouges due to furniture being placed directly against the walls, and scratches and stains on floors, furniture, and appliances. **This is not a complete list**.

5-16. Termination Notice. This is according to your lease. Normally, a 30-day notice is required with orders, and 90 days is required without. The Housing Division can negotiate with the landlord to shorten the termination period for special circumstances. Any termination must be in writing. You must come to housing to pick up a preprinted termination notice that you will hand deliver or send by registered mail to the landlord. Terminations will be scheduled for either the 1<sup>st</sup> or the 15<sup>th</sup> of the month.

a. Under normal circumstances, the landlord must give a 90-day termination notice if he/she wishes to terminate the lease. He must state specific reasons why.

b. Either the landlord or the tenant can terminate a lease immediately because of serious insults, threats, assaults, or constant disturbances.

c. The tenant can cancel the lease or contract immediately if the premises are unsanitary or if he cannot have full use of the rooms leased.

d. The landlord can cancel the lease or contract without previous notice if the tenant has failed to pay his rent for two consecutive months.

5-17. Renter's Insurance. There are several types of insurance that you may purchase to protect your property and tenant rights. The Housing Division strongly recommends that you consider buying commercial insurance to protect yourself in case of fire or a major loss. A common policy for this coverage would be a renter's liability insurance that covers your personal property and damages to your rental.

## 6. LANDLORD RESPONSIBILITIES

6-1. The landlord must perform regular maintenance and repairs to the dwelling. If not otherwise agreed upon, the landlord is also responsible for the maintenance of the dwelling at reasonable time intervals.

6-2. The landlord is obligated to provide sufficient heat and hot water in the dwelling.

6-3. When you pay utilities to the landlord, the landlord must present the meter reading or the original bills from the utility companies, if requested. If you pay estimated down payments (prorates) on utilities, the landlord is obligated to present a yearly breakdown of actual expenses at the end of the heating period.

6-4. The landlord is obligated to ensure that you can utilize the rented dwelling without disturbances or interference from any third parties. The landlord will not enter a rental unit against your will, or without your prior knowledge.

## 7. TENANT RESPONSIBILITIES

7-1. You are responsible for ensuring that the landlord and/or utility company receives the rent and/or utility payment on time, normally the third working day of the month for the coming month. In case of absence, you must make arrangements to have the rent and utilities paid.

7-2. Let your landlord know when you have visitors for an extended period of time. Communication is key to a good tenant/landlord relationship. If your water is included in your rent or is a fixed cost, offer your landlord some compensation for the increased usage/cost to maintain a good relationship.

7-3. Be considerate of other tenants in the building and your surrounding neighbors. Keep your stereo and television volume to a minimum. Control your children and your pets. By German law, quiet hours are Monday to Saturday from 2200-0600 and all day on Sunday and German holidays. During quiet hours, there are to be no loud noises, to include stereos, lawn mowers, saws, etc, where it disturbs other residents. For particularly noisy machinery further time limits apply (0700 hours to 1300 hours and 1500 hours to 1900 hours). Remember that this is the law. Administrative fines up to  $\notin$ 500 can be issued for violation of the German Noise Protection Regulation.

7-4. It is your responsibility to keep the dwelling reasonably clean, to air out the premises regularly to prevent mildew, and to keep the dwelling free of insects, etc. Cleanliness is essential, particularly in the kitchen area. All trash must be disposed of on a regular basis. Grease buildup on stoves and exhaust fans can pose a serious fire hazard.

7-5. You are obligated to avoid damages to the dwelling. Any damages caused by you, your Family, or your guests must be paid for by you. You are obligated to repair damages, if possible, or have them repaired at your own expense. You will inform the landlord immediately of any damages to gas, water, or electrical lines.

7-6. Clear with the landlord before obtaining pets. Get written permission.

7-7. Submit maintenance requirements (plumbing leaks, heating problems, etc.) to your landlord in writing and keep a copy for your records. Approach your landlord with an attitude of cooperation when identifying maintenance concerns. If you do not receive corrective action in a reasonable time, contact the Housing Division with the documentation.

7-8. If you intend to do some minor changes to your rental, i.e. painting, installing screens, etc., request authorization in writing; otherwise, you may have to restore the unit to its original condition at the end of the lease. Having the proper documentation will make your final walk-thru with your landlord easier. In case of major renovations by the landlord, the landlord must notify you and seek approval to perform the renovation. During the renovation, rent may be reduced; however, if the renovation results in improved rental quality, the landlord may increase the rent.

7-9. Inform your landlord if your dwelling will be vacant for an extended period due to deployment, TDY, or leave. Provide them with a name and phone number of your POC in case there is an emergency. If you are gone during the winter months, ensure the dwelling is sufficiently heated to avoid freezing of the pipes, and consider allowing your landlord to check your apartment for heating or water problems.

## 8. LANDLORD RIGHTS

8-1. If stated in the contract, the landlord has the right to periodically check the condition of the dwelling and after a termination notice has been given, to show the unit to interested applicants. In both cases, the landlord must notify you in advance, and you must be present to escort the landlord and prospective tenant through the dwelling.

8-2. The landlord has the right to prohibit pets in the dwelling. This does not include birds in cages or fish. Some German language contracts state that the tenant must obtain the landlord's permission prior to having a pet.

8-3. The landlord has the privilege of choosing the size of the Family he is willing to accommodate.

8-4. The landlord has the right to demand a security deposit to cover damages and/or expenses.

#### 9. TENANT RIGHTS

9-1. You have the right to live in your dwelling undisturbed and without interference on the part of the landlord, as long as you comply with your responsibilities and do not infringe upon the rights of others.

9-2. You have the right to receive visitors in your dwelling to include overnight stays, as long as this does not occur habitually or cause the impression that somebody is actually living there for a

longer period of time. Lengthy stays of individuals or groups are not permitted.

9-3. You have the right to review all bills presented by the landlord. In cases of doubt, you have the right to demand presentation of original bills (i.e., utility bills) and explanation of these bills.

9-4. You have the right to expect and demand proper maintenance of the dwelling on the part of the landlord, to include delivery of heat, hot water, necessary repairs, etc., unless this right is expressly renounced in the rental contract.

9-5. You have the right to refuse the landlord entry to his/her dwelling if you have not been previously notified.

9-6. You have the right to terminate your rental contract without further notice if the premises constitute a proven health hazard.

#### **10. ENVIRONMENTAL RESPONSIBILITIES**

10-1. Recycling. In 1993, Germany made recycling mandatory for all residents including US Forces. As American ambassadors and good neighbors, we all need to do our part to make this a successful program. Listed here are some of your recycling responsibilities. General requirements are given below. Burning leaves or any trash is forbidden. It is your responsibility to safely discard items that would have an effect on our environment. Recycling processes vary from community to community. Please check with your landlord or the Housing Office if you have any questions.

a. Glass. All glass food and beverage containers and other glassware must be recycled. Do not place porcelain and ceramic items or light bulbs into the containers. The glass collection bins are not to be used for items such as windshields and mirrors. Do not set oversized glass items or plate glass outside the glass collection containers. This becomes safety concern for all children. Remove corks and lids before placing them in the glass domes. It is not necessary to remove labels.

b. Paper. Separately collected paper can be recycled into new paper and is therefore a contribution to conserving natural resources like water and wool. Newspapers, magazines, heavy cardboard, wrapping paper, gift wrap (no foil), books, envelopes, food packing materials out of paper or cardboard with and without the green dot should be placed in the paper recycling container. Put only clean paper into the paper container. Compound materials like beverage cartons do not belong in the paper container but have to be put into the yellow bag. Wall paper does not go into the paper container—it belongs in the residual waste container.

c. Yellow Bag. The items to be placed in the yellow bags include plastic bags, plastic bottles, yogurt or margarine containers, etc., foamed packing material, Styrofoam, food cans, beverage cans, aluminum foil or lids and compound materials such as juice and milk cartons and materials for vacuum packing.

d. Residual Waste. All non-recyclable, non-hazardous waste goes into the residual waste

container including cigarette butts, sanitary items, used wall paper, coal or pressed coal ashes, street sweepings, vacuum cleaner bags, light bulbs, diapers, etc. The lid of the container must be closed and additional trash bags lying beside the container will not be picked up.

e. Bio Container. The items to be placed in the bio container include garden waste such as leaves, lawn clippings, herbage, dead plants, kitchen waste such as vegetable and fruit scraps, coffee and tea bags, egg shells, paper towels, bread, banana and citrus peels, and food leftovers except meat or fish. Other organic waste that may be placed inside are potted plants, nut shells, paper tissues, ashes in small amounts, feathers, newspaper or wrapped up food leftovers to absorb moisture, etc. When using the bio container note the following to avoid unpleasant surprises:

- (1) Put only compostable material into the bio container
- (2) Place the bio container into a shady location
- (3) Wrap moist material in newspaper
- (4) Use regular newspaper only
- (5) Let the bio container dry off well after collection

f. Collection of Bulk Items. This collection is for all items that are too bulky to fit into the container for residual waste such as furniture, rugs, big toys, lawn furniture, suitcases, etc. Bulk items are collected twice a year. On the day of collection put your items outside next to the road ready for pick-up at 0600. If you notice strange people looking at your bulk items don't be overly concerned. The practice is called "Junking" and people drive around looking for items they could use.

g. To check the schedule for your area, go to the following website:

http://www.egb-bir.de/sites/abfallberatung.htm . Once there, select your area then your town for a calendar with pick up dates and information on recycling procedures.

#### **11. ENERGY CONSERVATION TIPS**

11-1. Utility costs are high in the US, but they are even higher in Europe. The following tips will help you to conserve energy and keep more of the money in your pocket. The list below are easy things you can do to conserve energy and save money.

a. Turn off lights, unplug transformers, and unplug appliances when not in use. These items waste electricity even when not in use. Simple things such as cell phone chargers that remain plugged in even when not charging will use electricity.

b. Take short showers. Electric flash heaters and oil-fired hot water heaters are costly to replace.

c. If you use a dishwasher, wash only full loads and do them later in the evening when the night rate is in effect.

d. Wash and dry clothes as above, for the same reason.

e. Lower rolladens (window blinds) when away from home and at night. This will keep your home cooler in the summer and help insulate it in the winter.

f. In the winter, keep your thermostat/radiators as low as possible. In cold weather, the radiators should be set on the snowflake setting to prevent the water from freezing in the pipes.

g. Turn down radiators in rooms that are infrequently used or are not used at all.

h. Do not use electric space heaters. They consume a tremendous amount of electricity. In addition, the overload may cause serious damage to the electrical wiring system in your living quarters.

## **12. PREVENTION OF MOLD AND MILDEW.**

During the 1980's residential windows were upgraded to double-paned windows. While this is great for energy efficiency, it poses new challenges in fighting mold and mildew. Residents must ventilate daily. If a cross draft is created for 10 minutes once in the morning and once in the evening and after each shower, mold and mildew should not be a problem. If mold and mildew manage to develop anyway, open windows wide to dry the area, then scrub the mold spots with a solution of 1/3 cup of household detergent, 1/2 cup of chlorine bleach and 4 cups of warm water, rinse and then wipe dry. In the cases of mold on painted surfaces, allow this solution to soak in. Then scrub lightly, rinse and wipe dry. In bathrooms without windows, make sure that the ventilation shaft is open and do not close the bathroom door following showers and baths. The bathroom will benefit while cross-ventilating other parts of the dwelling. If mold and mildew is beyond a resident's capability to fight, contact the landlord and the Housing Office.

#### **13. CARE OF APPLIANCES.**

13-1. Dishwasher. Before using your dishwasher pour 1 liter water into the salt container. Do not worry if water over flows from the unit when filling with salt, this is quite normal. Remove any trace of salt on the screw thread or on the gasket. Only use salt specifically designed for dishwashers. Rinse aid is automatically added during the last rinse. The dispenser, which is positioned inside the door, holds about 110 ml of rinse aid, which is sufficient for 16-40 cycles, depending upon the dosage setting. Check that the baskets have been loaded correctly and that the spray arms can rotate freely

13-2. Dryer. Excessive lint buildup is a fire hazard. Clean your lint filter after every cycle. At least twice a year remove the dryer hose from the dryer and remove the lint from the hose. Condensing Dryer: Condensed water is collected to water container. The water container needs to be emptied after every use. Not doing this may result in improper drying performance.

13-3. Ceramic Stove Top. It is usually enough to wipe the stove top before and after use with a wet and then a dry cloth. Wiping it before use will remove dust and after will protect it and prevent damage. Dried stains can be cleaned with standard cleaning agents. Apply the concentrated cleaning agent on the **cold** stain; let it work and then wipe with wet cloth. When applied on a hot surface, the cleaning agent may damage the ceramic glass top. Remove the dried and burnt stains with a scraper. Only reliable cleaning agents, especially designed for cleaning ceramic glass surfaces may be used. Any other cleaning agents may damage the surface. These cleaning items can be bought at the commissary.

13-4. Maintenance. If there is a problem with your government issued appliances, contact the DPW Service Order Desk at 0678366133 or DSN 485-6133 to submit a work order.

## 14. EQUAL OPPORTUNITY IN OFF-POST HOUSING PROGRAM

14-1. It is imperative that you submit a written complaint to the Housing Division if you feel you have been discriminated against because of race, color, religion, sex, national origin, age, or handicap. Housing will then fully investigate for validity and complete documentation. However, complainants should consider that the fair housing provision of the Civil Rights Act of 1866 and 1968 are not applicable outside the United States. The intent of the EEOPH Program, however, will be carried out to the extent possible within the laws and customs of Germany. If your alleged violation has been validated, the landlord/agent will be placed on the restrictive sanction list by the Garrison Commander. It is prohibited for US personnel to rent any property owned, operated, controlled, or managed by such a landlord IAW AR 420-1. If disregarding the restriction, US personnel will not be eligible for any rent-related allowances.

#### **15. PRIVATE RENTAL QUARTERS AND DEPLOYMENT**

15-1. The Housing Division is the point of contact for any housing related issues regarding deployment. Soldiers who reside off post in private rental housing have the following options:

a. Retain their private rental housing.

(1) Soldiers will continue to collect OHA.

(2) If all Family members will be away, Soldiers must notify their landlord of their extended absence. If you are gone during the winter months, ensure the dwelling is sufficiently heated to avoid freezing of the pipes.

(3) Provide the name, duty address, and contact number of a person who will be responsible for the care and upkeep of the quarters to the landlord and the Housing Division.

b. Move out of private rental housing (prior to or during deployment).

(1) Written notice must be given to the landlord as specified in the lease agreement. Lease requirements for cleaning, damages, and renovation fees must be fulfilled.

(2) Movement and storage of household goods during deployment will be at government expense. Subsequent move into new quarters upon return from deployment will also be at government expense.

#### **16. CLEARING YOUR QUARTERS.**

16-1. Clearing Your Off Post Quarters. In order to clear off post quarters, you must ensure that all payments have been made to the landlord and any utilities balances have been settled.

(1) Report to the Housing Office to obtain a termination notice to provide to your landlord. You need to give the notice to them in writing at least 30 days prior to the date you want to terminate.

(2) Contact the utility companies to determine your final payment. Bring a copy of the receipt showing payment to the Housing Division. If you are due a refund, bring a copy of that document to show no outstanding balance.

(3) Schedule a check out inspection with the landlord. If you think there will be problems or if you want assistance, request a Housing Division inspector to assist you during your checkout. Have the landlord sign the clearance statement that indicates that all bills were paid, keys were returned, and quarters were vacated in good condition.

(4) Once this documentation is returned to the Housing Division, you will be cleared from the off post residence.

## **Telephone List**

#### **HOUSING DIVISION**

#### **Customer Service Hours** Monday - Friday - 0800-1630 **Closed on German and American Holidays**

	Military Telephone	Civilian Telephone
Director of Public Works (DPW)	485-1560/7185	06783-61560
Work Order Section	485-6133	06783-66133
Housing Division, Chief	485-6136	06783-66136
Chief, Customer Service	485-7138	06783-67138
Customer Service	485-6137/7585	06783-66137/67585
Private Rental (Off Post)	485-7578	06783-67578
Chief, Facilities Management	485-7528	06783-667528
Facilities Management	485-6638/6134	06783-66638/66134
Furniture Branch	485-7106	06783-67106

#### **EMERGENCY NUMBERS**

FIRE AMBULANCE EMERGENCY SERVICE ORDERS RED CROSS (AFTER HOURS) MILITARY POLICE Non emergency GERMAN POLICE GERMAN POLICE (EMERGENCY) USAG Baumholder DUTY NCO	117 116 115 485-7533/6150 114 110 485-6150	06783-6117 06783-6116 06783-6115 06783-67533/66150 06783-6114 06783-67546 06783-69910 110 06783-66150
United States Army Garrison	485-1500	06783-61500
Provost Marshal	485-8014	06783-68014
Baumholder Health Clinic	485-1750	06783-61750

### Prefix (06783) is not required for civilian numbers if you are calling from Baumholder.

485-1700

485-7298

06783-61700

06783-67298

Prefix (06783) is required for calling from outside of Baumholder.

Transient (Lagerhof)

In and Out processing Center