



Army Housing Office Plain Language Brief (PLB)



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The Military Housing Privatization Initiative (MHPI) *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 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 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.”

- The Fort Riley 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 Chief reports directly to the Director, Public Works and garrison leadership
- The AHO provides oversight of the privatized on-post housing **project** managed by the privatized housing company and provides tenant/landlord dispute services
- The HSO (Housing Services Office) provides referral services to Service members and families that reside or are seeking to reside off the installation

Garrison Leadership

- Garrison Commander: COL Gerald Nunziato
- Garrison Command Sergeant Major: CSM John Adkerson
- Deputy Garrison Commander/Manager: Ms. Michelle Durgin

Army Housing Office for Privatized Housing: 406 Pershing Court (785) 239-0650, Garrison

AHO website: <https://home.army.mil/riley/index.php>

Office email: usarmy.riley.usag.mbx.dpw-hsg-rci@army.mil



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- PHC Corvias Property Management, LLC is the privatized company that owns and manages the family or privatized unaccompanied housing on this installation
- PHC Corvias Property Management, LLC is the private partner and managing member of Riley Communities Limited Liability Company and your landlord.
- PHC Corvias Property Management, LLC 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, addressing of property concerns, and rent/billing issues.
- PHC Corvias Property Management, LLC has shifted to lease applications to be submitted electronically. The link to fill out an application and submit it is:

https://riley.corviaspm.com/Apartments/module/application_authentication/

Corvias Property Management, LLC Contacts and Contact Numbers:

- Operations Supervisor: Ms. Lizzie Flores - (785) 717-2027
- Property Manager: Ms. Erin Murphy – (386) 302-4201
- Maintenance Supervisor: Josh Perkins - (785) 717-2025
- Regulatory Compliance Specialist: Mr. Jon Stoddard

In 2020, laws were passed to assure military tenants basic rights to:

- Reside in a housing unit and a community that meets applicable health and environmental standards.
- 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.
- 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.
- 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.
- 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.
- Given 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.
- Report inadequate housing standards or deficits (deficiencies) in habitability of the housing unit to the Landlord, the chain of command, and Installation housing office without fear of reprisal or retaliation.



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- 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.
- 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.
- Have multiple, convenient methods to communicate directly with the Landlord maintenance staff, and to receive consistent, honest, accurate, straightforward and responsive communications.
- 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 Property Management, LLC:
 - Maintenance Shop Contact Number: (844) 533-0456
 - Maintenance Shop Location: 45 Barry Ave
 - Maintenance Website: www.riley.corviasmilitaryliving.com/work-order
 - MaintenanceApplication: Resident Portal App.
- 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.

- 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.
 - Fort Riley SJA Legal Office : (785) 239-3117
- Enter 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.
- 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.
- 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.
- Not pay non-refundable fees or have application of rent credits arbitrarily withheld.
 - \$200 refundable pet deposit
- 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 AHO, installation leadership, and/or chain of command.



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Rent (Section 4): Rent and all other charges owed by Tenant and not paid by a Rent Payment Service Option or Allotment shall be payable by personal check, certified check, money order, automated clearing house or through Owner's online/website or smart device application

Security Deposit (Section 4.D): If Tenant is required to provide a security deposit, such security deposit shall be held by Owner as security for the performance of all obligations of Tenant pursuant to the Lease and which Owner, at its sole discretion, may apply to the payment of: a. Costs associated with any damage to the Premises and/or fixtures, furnishings, appliances, and equipment therein; b. Any cleaning of the Premises, its contained appliances and fixtures which Owner may deem necessary upon termination of the Lease; and/or c. Any other costs, damages, or expenses suffered or incurred by Owner in connection with a breach of any term of the Lease by Tenant, including, but not limited to, nonpayment of rent or other charges. Should Owners' damages exceed the deposit held by Owner, Tenant agrees, upon demand, to immediately pay to Owner the amount of all damages and charges in excess of the deposit. If the Lease provides for the Tenant to use furniture owned by the Owner, the Owner may demand and receive a security deposit not to exceed one and one half (1 ½) month's rent. If the Lease permits the Tenant to keep or maintain pets in the dwelling unit, the Owner may demand and receive an additional security deposit not to exceed one half (1/2) of one (1) month's rent.

Fees (Section 5): Tenant will incur a \$30.00 charge or 5% of the amount of the check, whichever is greater, plus the amount of any fees charged to the check holder's bank or financial institution for any dishonored check Section 5 of the Lease is amended to include the following subsection "(C)": (C) Attorney's Fees. Notwithstanding any other provision in the Lease, if the Kansas Residential Landlord and Tenant Act prohibits either party from being obligated to pay the other parties attorney fees, such provision in the Lease providing for the recovery of attorney fees shall be deemed unenforceable.



- If the recovery of attorney fees is allowed under the Kansas Residential Landlord and Tenant Act, then Owner shall be entitled to recover such attorney fees pursuant to the Lease.

Entry onto Premises (Section 6): The following two sentences are added to the end of Section 6.A of the Lease: If the Tenant refuses to allow lawful access to the Premises, the Owner may obtain injunctive relief to compel access or may terminate the Lease. In either case, the Owner may recover actual damages.

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 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.

Other Standards: MOLD and LB Paint (Section 10.Q): The Lease is amended by adding the following as Section 10Q: b. PERIMETER SOIL: The Resident acknowledges that chlordane and other pesticides may be present around the perimeter of the foundations of the Home, from the edge of the foundation to just beyond the drip-line of the roof of each building. The Resident, Occupants and guests agree not to disturb the soil in this area

1. **MOLD:** The Resident acknowledges that to avoid mold growth it is important to prevent excessive moisture buildup and agrees to remove visible moisture accumulation as soon as it occurs and immediately report to Owner any evidence of excess moisture or mold or mildew inside the Home. Resident acknowledges receipt of the "Mold Information and Prevention Addendum," which is fully executed and incorporated herein by reference, and agrees to comply with all of its terms, as well as the RRG.

2. **LEAD BASED PAINT:** If the Home was built prior to 1978, the undersigned Resident acknowledges receipt of the booklet published by the United States Environmental Protection Agency "Protect Your Family from Lead in Your Home." Resident agrees that he or she has received the Disclosure of Information on Lead Based Paint and/or Lead Based Paint Hazards, which is fully executed and incorporated herein by reference

Per your lease, it is your 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.
- Maintain standard upkeep of the home as instructed by the property management company.
- 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 the Resident Portal App. The Resident will need to log in to "RP" to find the handbook.
- 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.
- 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.

Fort Riley Family Homes

- To alert the Landlord (Corvias Property Management) of maintenance issues:
 - Emergency or Urgent work orders – Call in immediately to: (844) 533-0456
 - Routine work orders – enter online through the Resident Portal
 - The Resident Portal is available online
https://fortrileycorvias.residentportal.com/resident_portal/?module=authentication&action=view_login <
 - The app for your phone is: resident portal and can be found in the App Store or on Google Play.
- Track progress of work orders by viewing information in the Resident Portal App
- If maintenance work requires resident to relocate from home the ticket will only be closed once tenant and AHO sign off stating that the work has been completed
- It is important to contact Corvias Property Management to report maintenance issues right away
- Contact Corvias Property Management to report emergency, urgent, routine work orders, trouble calls, safety concerns, or resident compliance issues.

Types of Service Calls	Examples	Response Time
Emergency <ul style="list-style-type: none"> • Critical safety, life threatening issues • Resident with a medical requirement for stable temp levels 	Gas leaks, fire, power outage, sewage back-up, flood, only toilet inoperable	<ul style="list-style-type: none"> • Available 24/7/365 • Emergency 1 – 1hr • Emergency 2 – 4hr • Emergency 3 – 8hr
Urgent <ul style="list-style-type: none"> • Habitability Issue 	Broken window, garage door inoperable, kitchen sink back-up, light-fixtures not working, Refrigerator inoperable	<ul style="list-style-type: none"> • 3 working days
Routine <ul style="list-style-type: none"> • Convenience • Unit care issues 	Single burner inoperable, repair screens, light bulb replacement	<ul style="list-style-type: none"> • 3 working days initial response and completion up to 10 working days.

*Depending on parts

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/riley/index.php> .
- Tenants may also visit the garrison **Fort Riley 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 and video is available at the AHO and on-line at: <https://home.army.mil/riley/index.php> .
- 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 Commanding General, HQ IMCOM, 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.

- 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 slides for locations of Fort Riley Family Homes Leasing Center and the Army Housing Office



406 Pershing Court 2nd Floor



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45 Barry Ave



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- Section 3016(b) of the Fiscal Year (FY) 2020 National Defense Authorization Act (Public Law 116-92) added a new section 2894a to title 10 United States Code (10 U.S.C.) that requires the Department of Defense (DoD) establish a publicly available database that permits privatized housing tenants to file a complaint regarding their housing unit.
- To satisfy this requirement, the Department developed the DoD Housing Feedback System (DHFS) to enable Military Housing Privatization Initiative (MHPI) tenants to submit complaints, compliments and/or “feedback.”
- Publicly accessible information in the DHFS regarding tenant feedback includes the name of the installation where the housing unit is located, the name of the privatized housing landlord responsible for the unit, and a description of the feedback nature.
- The DHFS can be accessed at <https://www.dhfs.mil>

The Fort Riley Command, the Army Housing Office (AHO) and Corvias Property Management, LLC (Corvias) form the foundation of the Riley's Communities LLC partnership. The partnership provides safe, secure, quality housing to the Soldiers, Families, and Civilians of Fort Riley. We leverage this commitment to being the best through daily communications, transparency and the feedback from Soldiers and their families. We encourage all, under the Bill of Rights to share your concerns and feedback. You can visit or call your Neighborhood center, the Corvias Operations Director, the Corvias Facilities Director, or the Army Housing Office (AHO). As a tenant you can use the DoD Housing feedback system at: <https://www.dhfs.mil>. You can submit complaints, compliments and/or "feedback." The Garrison Command and your Chain of Command also have open door policies in place. The IG/Jag office or the AHO is available to assist you with the dispute process. **Fort Riley and the Big Red One are committed to providing a Great Place to Live, Work, Train, Deploy From, Come Home To and Retire.**



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