



Army Housing Office Plain Language Brief (PLB)



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Installation Fort Rucker, AL
U.S. Army Installation Management Command

The Military Housing Privatization Initiative (MHPI) *Tenant Bill of Rights* requires the garrison Army Housing Office (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 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.”

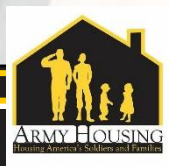


- The Fort Rucker Army Housing Office (AHO) staff are employed by the Army to assist Service Members and their Families with housing matters and advocate on their behalf with community partners/agencies both on and off the installation.
- The Army Housing Officer reports directly to the Director, Public Works and Garrison leadership.
- The AHO provides oversight of the privatized on-post housing **project** managed by the privatized housing company and provides tenant/landlord dispute 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 Jeffrey L. Paulus
- Garrison Command Sergeant Major: CSM Michael Castro
- Garrison Deputy Garrison Commander: Mr. John Watson
- Garrison Army Housing Chief (AHO): Mr. Van Danford

Army Housing Office for Privatized Housing: Building 5700, Room 160, 1st Floor Soldier Service Center, (334) 255-3233; AHO Website location: <https://home.army.mil/rucker/housing>
Office email: ruckerarmyhousingoffice@army.mil



Corvias Property Management Contacts

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

Corvias Property Management is the private partner and managing member of Rucker Communities, LLC and your landlord.

Corvias Property Management 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.

Corvias Contacts:

- **Assistant Operations Director:** Heather Windham
- **Facilities Director:** Vance Smith
- **Resident Manager:** Tammy Jeffers
- **Maintenance Managers:** Dennis Deese & Bob Soules

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.

- 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: 334-230-5128
 - <https://rucker.corviaspm.com/residents>
 - <https://fortrucker.residentportal.com>
- 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.

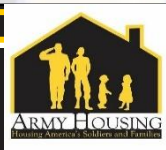
(Con't)

- 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 Rucker Legal Office : 334-255-3482, Bldg. 5700 Room 320

- 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.
- 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.
 - \$100 pet fee per pet, max 2 pets (\$200)
- 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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LEASE (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.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.



RENT Con't (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.

FEES (Section 5. A & B) Late Fees. (A) If any rent payment is not received on or before the due date within any grace period set for the in Box 10 on Schedule 1, Tenant agrees to pay a late charge specified in Box 10, to the extent permitted by applicable law. **Other Fees.** (B) Subject to applicable law, Tenant will be responsible for payment of fees listed in the Fee Schedule (Schedule 2), which is attached hereto and incorporated herein. Owner may not revise such Fee Schedule (Schedule 2) without the written consent of Tenant or MHO. Any changes in type or amount of any fee made without the written consent of the Tenant shall be effective only after thirty (30) calendar days' written notice of such changes is given to Tenant

LIABILITY (Section 10.B): 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. 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.

TERMINATION (Section 10G) Servicemembers' Civil Relief Act. (i) Tenants have the right to terminate this Lease early under the Servicemembers Civil Relief Act (50 U.S.C. §§ 3901-4043, the "SCRA"). Generally, the SCRA provides active-duty service members and dependents of active-duty service members the right to terminate a lease for residential property prior to the regular lease termination date when the service member is required to move due to military orders for a permanent change of station (PCS), for retirement or separation, or for a deployment of not less than ninety (90) calendar days. To terminate a lease early under the SCRA, the Tenant must provide the Owner written notice of termination and a copy of the relevant military orders or a statement from the service member's Commander confirming the orders. (ii) In order to terminate this Lease under Section 10.G.(1)(i) above, Tenant (or, in the case of death, an adult member of his or her immediate family or personal representative of the estate) shall deliver to Owner a written notice of termination (accompanied by appropriate military orders or verification from the Tenant's commanding officer with respect to the Tenant's current or future military status). This Lease will terminate thirty (30) calendar days after the due date of the next Rent payment following delivery of the written notice of termination and associated military orders or Commander's letter confirming the permanent change of station. The foregoing 30-day period can be reduced or waived by Owner under special circumstances, and will be waived if such notification cannot be made at no fault of Tenant (i.e. short notice assignment). In the case of a short notice assignment, Tenant must provide Community Manager with a copy of his/her military orders or commanding officer's verification of military status within five (5) calendar days of Tenant's receipt of such orders or verification.

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:

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.
- 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.

The Property Management Resident Handbook provides specific information. The resident handbook can be found on each resident portal: <https://fortrucker.residentportal.com>



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Work Order Procedures

Types of Service Calls

- **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)- 440-8988
 - **The Resident Portal is available online at <https://fortrucker.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.

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"> • Within one hour response time • Available 24/7/365
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 days initial response & completion
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"> • 10 working day initial response & completion

*Contingent on Availability of 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
- 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 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.

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
- 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



Army Housing Office
Soldier Service Center
Bldg. 5700, Rm 160

334-255-3233



Corvias Property Management Leasing Office
Bowden Community Center
9700 Division Road

334-440-8988

• ***ADDITIONAL INFORMATION:***

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.



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DOD Housing Feedback System

- 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>.