



DEPARTMENT OF THE ARMY
ARMY SUPPORT ACTIVITY
2442 STANLEY ROAD, STE 212
JBSA FORT SAM HOUSTON TX 78234-7613

AMIM-JBS-GZA (420-1n)

9 April 2024

MEMORANDUM FOR Military Residents of Privatized Family Housing on Fort Sam Houston

SUBJECT: Welcome to Fort Sam Houston (FSH)

1. I would like to take this opportunity to welcome you to Fort Sam Houston, located in the heart of San Antonio and the birthplace of military aviation. Congratulations on your decision to live on "Fort Sam". Our goal is to provide you and your Family with a safe and healthy home during your assignment here. Our Family Housing is privatized under the Residential Communities Initiative (RCI) with Hunt Military Communities (HMC), and today we have 925 homes throughout Fort Sam.
2. HMC's community management offices should be your first stop for all things related to property and maintenance management. Located in your designated community center, the Community Manager can answer your questions and help resolve most issues you may have. For maintenance issues in your HMC home, please call (830) 262-0830 and Press 2 to place a work order.
3. The Army employs our RCI housing staff to assist Service Members and their families with housing matters and advocate on their behalf with community management. The RCI Office, collocated with HMC in building 407, (210) 273-5253, provides oversight of RCI housing and provides tenant/landlord dispute services. In addition to this, each community has a Community Advisory Board Member that provides a link between residents and HMC during routine board meetings.
4. The Department of Defense published a Tenant Bill of Rights and Responsibilities. The Bill of Rights is enclosed with this memorandum. You may find a copy of the "plain language" briefing available for your information at the Army Support Activity FSH RCI webpage.
5. The point of contact for any questions is Mr. Jorge Senquiz, Fort Sam Houston's RCI Manager, at (210) 273-5253, or at jorge.l.senquiz.civ@army.mil.

Encls


ROGER L. SHUCK
Manager



Military Housing Privatization Initiative Tenant Bill of Rights

The Department of Defense is fully committed to ensuring that Military Housing Privatization Initiative (MHPI) housing projects provide our Nation's most valued resource—its military members and their families—safe, quality, and well-maintained housing where our members and their families want and choose to live.

The Department of Defense has issued all policy guidance necessary to implement prospectively all rights for military members and their families residing in privatized family and unaccompanied housing (Tenants) at all MHPI housing projects. However, as Congress recognized, retroactive application of the requirements at existing projects requires voluntary agreement by the respective MHPI company; the Department cannot unilaterally change the terms of the complex, public-private partnerships that established the MHPI housing projects. The Department of Defense has been seeking to secure voluntary agreements, and nearly all of the MHPI companies have agreed to implement all 18 Tenant rights at their existing projects. The Department will continue to pursue agreements not yet reached. Tenants should contact their installation housing office to confirm the rights fully available to them.

The following rights are effective on August 1, 2021:

1. The right to reside in a housing unit and a community that meets applicable health and environmental standards.
2. The right to reside in a housing unit that has working fixtures, appliances, and utilities and to reside in a community with well-maintained common areas and amenity spaces.
3. The right to be provided with a summary of the maintenance conducted with respect to a prospective housing unit by the landlord for the previous seven years, before signing a lease, and upon request, all information possessed by the landlord regarding such maintenance within two business days after making the request. Upon request, 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.
4. The right to a written lease with clearly defined rental terms to establish tenancy in a housing unit, including any addendums and other regulations imposed by the landlord regarding occupancy of the housing unit and use of common areas.
5. The right to a plain-language briefing, before signing a lease and 30 days after move-in, by the installation housing office 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.
6. The right to have sufficient time and opportunity to prepare and be present for move-in and move-out inspections, including an opportunity to obtain and complete necessary paperwork.
7. The right to report inadequate housing standards or deficits in habitability of the housing unit to the landlord, the chain of command, and housing management office without fear of reprisal or retaliation, including reprisal or retaliation in the following forms: (A) unlawful recovery of, or attempt to recover, possession of the housing unit; (B) unlawfully increasing the rent, decreasing services, or increasing the obligations of a Tenant; (C) interference with a Tenant's right to

privacy; (D) harassment of a Tenant; (E) refusal to honor the terms of the lease; or (F) interference with the career of a Tenant.

8. The right of access to a Military Tenant Advocate through the housing management office of the installation of the Department at which the housing unit is located or a military legal assistance attorney to assist in the preparation of requests to initiate dispute resolution.
9. The right to receive property management services provided by a landlord that meet or exceed industry standards and that are performed by professionally and appropriately trained, responsive, and courteous customer service and maintenance staff.
10. The right to have multiple, convenient methods to communicate directly with the landlord maintenance staff, and to receive consistently honest, accurate, straightforward, and responsive communications.
11. The right to have access to an electronic work order system through which a Tenant may request maintenance or repairs of a housing unit and track the progress of the work.
12. With respect to maintenance and repairs to a housing unit, the right to the following: (A) prompt and professional maintenance and repair; (B) to be informed of the required time frame for maintenance or repairs when a maintenance request is submitted; and (C) in the case of maintenance or repairs 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.
13. The right to receive advice from military legal assistance on procedures involving mechanisms for resolving disputes with the property management company or property manager to include mediation, arbitration, and filing claims against a landlord.
14. The right to enter into a standardized, formal dispute resolution process, should all other methods be exhausted, to ensure the prompt and fair resolution of disputes that arise between landlords and Tenants concerning maintenance and repairs, damage claims, rental payments, move-out charges, and such other issues relating to housing units. The dispute resolution process shall contain the following elements: installation or regional commander as deciding authority; a process for withholding allotment of rental payments; standard mechanisms and forms for requesting dispute resolution; minimal costs to Tenants for participation; a completed investigation within seven days; and except in limited circumstances, a decision within 30 days and in no event longer than 60 days. A decision in favor of the Tenant may include a reduction in rent or an amount to be reimbursed or credited to the Tenant.
15. The right to have the Tenant's basic allowance housing payments segregated, with approval of a designated commander, and not used by the property owner, property manager, or landlord pending completion of the dispute resolution process.
16. The right to have reasonable, advance notice of any entrance by a landlord, installation housing staff, or chain of command into the housing unit, except in the case of an emergency or abandonment of the housing unit.
17. The right to not pay non-refundable fees or have application of rent credits arbitrarily held.
18. The right to expect common documents, forms, and processes for housing units will be the same for all installations of the Department, to the maximum extent applicable without violating local, State, and Federal regulations.

Tenants seeking assistance with housing issues should continue to engage their installation housing office, installation leadership, or chain of command.

Tenant Dispute Resolution Process

The RCI Office at Fort Sam Houston takes resident concerns very seriously, it is our goal to address and resolve all issues in a timely manner. As the Army's oversight for Hunt Military Communities (HMC) here at Fort Sam Houston, we act as a disinterested party in the informal and formal complaint process.

Our aim is the successful mediation of the issues and the satisfaction of all parties involved. The most important step in the process for addressing resident concerns, questions, or disputes is addressing it with your HMC community office.

Step 1 in the Dispute Resolution Process

- Concerns or questions should be resolved at the HMC Community Office level, this is the first step in addressing any tenant issues.
- If your concerns are not fully addressed by the HMC Community Office, HMC uses an online portal (<https://riskonnecthunt.my.site.com/Dispute/s/>) for dispute submissions that will automatically route your concerns through HMC's chain of command.

HOW CAN WE HELP?

HMC'S INFORMAL DISPUTE RESOLUTION PROCESS

ANY RESIDENT SUGGESTION, CONCERN, OR COMPLAINT IS IMPORTANT. IF YOU ARE NOT SATISFIED WITH ANY SERVICE, WE HAVE A TWO-PART INFORMAL DISPUTE RESOLUTION PROCESS:



Step 2 in the Dispute Resolution Process

- If HMC has not fully addressed your issues, Fort Sam Houston's RCI Office will work with Army leadership throughout the informal dispute resolution process.
- Step 2 of the Dispute Resolution Process is conducted after the resident has followed the procedures in Step 1 and the issue has not been resolved. If the resident has not completed Step 1, the RCI Office will direct them to do so before initiating an Army Informal Dispute.
- Residents will need to complete the enclosed Army Informal Dispute Resolution form and return it and all supporting documentation to the RCI Office located in building 407, Fort Sam Houston, TX.
- The Army Support Activity (ASA) Manager will review the packet, request additional information as needed, and conduct mediation sessions between the parties to reach a resolution. This review and mediation should ***normally*** not exceed 10 business days.

Step 3 in the Dispute Resolution Process

- If an agreement is not reached after the ASA Manager's mediation, the ASA Manager will conclude the informal Dispute Resolution and provide residents with written instructions about the Formal Dispute Resolution Process.
- The Formal Dispute Resolution Process is limited to "eligible housing disputes" as defined in Schedule 3 (below) of the Universal Lease.
- Residents will need to complete the enclosed Formal Dispute Resolution form and return it and all supporting documentation to the RCI Office located in building 407, Fort Sam Houston, TX.

Schedule 3 — DISPUTE RESOLUTION PROCESS

DISPUTE RESOLUTION PROCESS

1. Scope. This Dispute Resolution Process (hereinafter, "Dispute Resolution Process") allows eligible tenants of privatized military housing to obtain prompt and fair resolution of housing disputes concerning rights and responsibilities set forth in the Lease, including maintenance and repairs, rental payments, displacement rights, Lease termination, inspections, or fees and charges (each an "Eligible Housing Dispute").

2. Eligibility. Any military member, their spouse or other eligible individual who qualifies as a "tenant" as defined in Section 2871 of title 10 of the United States Code (hereinafter "Tenant" or "Tenants") is eligible to seek resolution of Eligible Housing Disputes. Prior to initiating this Dispute Resolution Process, a Tenant must first attempt to resolve the dispute through the informal dispute resolution procedures as described in Section 9 of this Lease agreement, which includes utilizing the informal issue resolution procedures of the Military Housing Office ("MHO") with responsibility over the subject housing unit (the "Premises").

3. Dispute Processing.

(a) To initiate this Dispute Resolution Process, the Tenant must complete the Form attached here as Exhibit A (hereinafter, "Request Form for Dispute Resolution Process"), available from the MHO, and submit it to the MHO responsible for their leased Premises. At a minimum, the Tenant must provide the following information on a Request Form for Dispute Resolution Process: (i) Tenant's name, contact information, and military status; (ii) the Owner's name; (iii) the address of the subject Premises; (iv) written affirmation the Tenant has sought resolution through, and completed, the informal issue resolution procedures set forth in Section 9 of the Lease agreement; and (v) a concise statement describing the dispute and prior efforts to resolve it. A Tenant who wishes Owner to withhold all or part of the Rent payments received by Owner during the Dispute Resolution Process (not to exceed 60 calendar days), pending resolution of the dispute as provided for in Section 4 below, must explicitly request Rent segregation on Section 7 of the Request Form for Dispute Resolution Process.

(b) Within two (2) business days after receiving a Request Form for Dispute Resolution Process, the MHO shall review the request and take the following action:

(i) If the MHO determines the request is ineligible or incomplete, the MHO shall provide written notice to the Tenant, as further described below.

(ii) If the MHO determines the request is complete and eligible for this Dispute Resolution Process, as determined by the MHO in its reasonable discretion, the MHO shall notify the Tenant of receipt and simultaneously provide a copy of the request to the Owner and the Installation Commander responsible for the Premises.

(iii) If the MHO determines the Tenant is not eligible to request dispute resolution, the dispute is not an Eligible Housing Dispute, or the request for dispute resolution does

not contain sufficient information, the MHO will provide a written notification to the Tenant explaining the reason(s) for the ineligibility or the information needed for further consideration. The Tenant may submit a revised Request Form for Dispute Resolution Process. All subsequently described deadlines associated with the Dispute Resolution Process will run from the date of MHO's receipt of an administratively complete Request Form for Dispute Resolution Process.

(c) The Deciding Authority shall be the Installation or Regional Commander with authority over the Premises.

4. Treatment of Rent Payments Pending Dispute Resolution. If an Eligible Housing Dispute alleges failure to meet applicable maintenance guidelines and procedures prescribed under the terms of the Lease agreement or applicable Schedules and addenda, or the housing unit is otherwise alleged to be uninhabitable according to applicable State or local law, a Tenant may request Owner to withhold all or part of the Rent payments received by Owner during the Dispute Resolution Process (not to exceed 60 calendar days), on the Request Form for Dispute Resolution Process. Upon receipt of an administratively complete Request Form for Dispute Resolution Process in which the Tenant has requested a partial or complete withholding of Rental payments, the MHO will notify the Owner to initiate the process to withhold such payments from use. The Owner shall segregate amounts equal to such payments (the "Segregated Rental Payments") in a project level reserve account unavailable to the Owner, or Owner's property manager, employees, agents, or contractors for any purpose pending completion of the Dispute Resolution Process.

5. Owner and Tenant Obligations Pending Dispute Resolution. The rights and responsibilities of both Owner and Tenant under the Lease shall be unaffected by, and continue, pending the Dispute Resolution Process, including the ability of the Owner to access, maintain, and repair the premises. Any actions taken by the Owner to repair the premises during the Dispute Resolution Process shall be considered by the Deciding Authority in rendering a decision.

6. Inspection. Within seven (7) business days of receiving an administratively complete Request Form for Dispute Resolution Process, if the Eligible Housing Dispute is related to living conditions or the physical condition of the Premises, the MHO shall schedule and conduct a physical inspection of the Premises. The Owner and its designee, the Tenant or Tenant's representative, and the Dispute Resolution Investigator shall be notified of any inspection schedule and be afforded the opportunity to be present at the inspection. The Owner or its designee may schedule a separate inspection, at which the Tenant or Tenant's representative shall be allowed to be present. The Tenant shall grant access to the Premises for these inspections at a time or times and for a duration or durations mutually agreeable to the attendees. The Deciding Authority may grant an additional seven (7) business day extension in writing, if necessary, at the request of the MHO, the Owner, or the Tenant to facilitate inspections. If a Tenant fails to grant access to the Premises for inspections discussed in this Section, the Dispute Resolution Process shall terminate, no decision rendered, and the specific subject of the dispute

deemed ineligible for future consideration. Within three (3) business days of the MHO inspection, the MHO shall make a written report of findings, and transmit the results of the inspection to the Deciding Authority, the Owner and the Tenant.

7. Consideration of Recommendations. Before making a decision, the Deciding Authority shall solicit written recommendations or information relating to the Eligible Housing Dispute from each of:

(a) The head of the MHO;

(b) Representatives of the Owner for the subject Premises;

(c) The Tenant of the subject Premises;

(d) If the Eligible Housing Dispute involves maintenance or other facilities-related matter, one or more professionals with specific subject matter expertise in the matter under dispute, selected and provided by the Deciding Authority. The cost of any other additional inspections, reports, or evidence gathered by the Parties will be borne by the Party requesting additional inspections; and

(e) An independent Dispute Resolution investigator (the "Dispute Resolution Investigator") selected by the Deciding Authority who shall consider the recommendations or information collected pursuant to Sections 7(a) through 7(d) of this Schedule in making a recommendation.

The Deciding Authority shall make any written recommendation or information relating to the Eligible Housing Dispute provided pursuant to this Section 7 available to the Owner and Tenant for review within three (3) business days of receipt by the Deciding Authority of all written recommendations or information collected pursuant to Section 7(a) through 7(e) of this Schedule. Both the Owner and Tenant shall have up to three (3) business days to submit a written rebuttal to any information received by the Deciding Authority. The Deciding Authority shall make any rebuttal submission available to the other Party within three (3) business days of receipt. At the end of any applicable period for rebuttal, the fact-finding portion of the Dispute Resolution Process shall be considered completed.

8. Decision. The Deciding Authority shall issue a final written decision in the Dispute Resolution Process no later than thirty (30) calendar days after MHO's receipt of an administratively complete Request Form for Dispute Resolution, unless good cause exists for the Deciding Authority to take up to an additional thirty (30) calendar days. In no case, however, shall the Deciding Authority make a decision more than sixty (60) calendar days after the MHO accepts as complete the Request Form for Dispute Resolution Process. The Deciding Authority shall transmit the decision to the Tenant, the Owner, and the MHO on or before the deadline outlined herein. The decision shall include a certification that the Deciding Authority solicited and considered the recommendations described in Section 7 of this Dispute Resolution Process; a concise

statement of the rationale underlying the decision; and the resolution of the Eligible Housing Dispute, which may include direction of any remedies available under Section 9 of this Dispute Resolution Process, or a finding of no fault by the Owner, as applicable.

9. Remedies. The Deciding Authority (i) shall direct the final determination of the disposition of any Segregated Rental Payments, and (ii) may direct one or more of the following remedies and specify a reasonable time for the Owner and/or Tenant to comply, as applicable:

(a) Direct the Owner to take action to remediate the Premises. Such an order may identify specific commercially reasonable outcomes but shall not specify methods of repair;

(b) Direct the Owner to fund Tenant relocation in accordance with the Minimum Standard Tenant Displacement Guidelines (Schedule 4);

(c) Direct the distribution of any Segregated Rental Payments to Owner or Tenant, as applicable;

(d) Direct a reimbursement or credit, as appropriate, for the payment of any fees, charges, or move-out damage assessments determined to be due to Owner or Tenant; or

(e) Allow Tenant to terminate the Lease or excuse Tenant from minimum move-out notice requirements and any associated fees.

The Deciding Authority may not order any remedies other than those specified in Sections 9(a) through 9(e) above. The Deciding Authority's decision is the final action available under this Dispute Resolution Process. To the extent the decision requires Owner to perform work at the Premises, such decision shall stipulate that the Tenant shall not interfere with Owner's ability to perform work at the Premises. The Deciding Authority shall reasonably determine whether such work ordered to be performed by Owner pursuant to the Dispute Resolution Decision has been satisfactorily completed.

10. Availability of Assistance to Tenants. While the Dispute Resolution Process does not require the use of legal services, military legal assistance attorneys may provide legal services in furtherance of this Process to Tenants statutorily eligible for military legal services to the extent those services are available at the military installation. Private civilian attorney or other assistance may be obtained by the Parties at each Party's own expense without reimbursement. In addition, a Tenant Advocate from the MHO may provide the Tenant advice and assistance on the Dispute Resolution Process.

11. Relationship to Applicable Laws. Nothing in this Dispute Resolution Process, or any decision rendered by the Deciding Authority, shall prohibit a Tenant or Owner from pursuing the original Eligible Housing Dispute in any adjudicative body with jurisdiction

over the housing unit or claim in accordance with applicable state and/or federal law. Nothing in this Dispute Resolution Process shall prohibit a Tenant or Owner from pursuing an ineligible dispute in any appropriate adjudicative body.

12. Confidentiality and Use of Information in Subsequent Litigation. By using the Dispute Resolution Process, the Parties agree and agree to cause their representatives to maintain the confidential nature of the proceeding and the Decision. No action taken by the Parties in connection with this Process shall be deemed or construed to be: (a) an admission of the truth or falsity of any claims heretofore made, or (b) an acknowledgment or admission by either Party of any fault or liability whatsoever to the other Party or to any third Party. Further, any recommendation gathered by the Deciding Authority pursuant to Sections 7(a) through 7(e) of this Dispute Resolution Process, and any written decision or remedy rendered pursuant to Sections 8 or 9 of this Dispute Resolution Process shall remain confidential and may not be released or used as evidence in a court of law or other similar judicial proceeding, except to the extent necessary to demonstrate that any alleged damages have or have not been remedied, and shall be withheld from release, as applicable, under the Freedom of Information Act (FOIA).

INFORMAL DISPUTE RESOLUTION JOINT BASE SAN ANTONIO – FORT SAM HOUSTON

SECTION I –TENANT

1. TENANT NAME (Rank, Last, First)	2. RESIDENCE ADDRESS (Street, City, State, Zip)
3. TENANT PHONE NUMBER (Home/Cell)	4. TENANT EMAIL
5. OWNER (Privatized Company)	6. OWNER POINT OF CONTACT (Name, Phone, Email)
7. DESCRIPTION OF THE DISPUTE AND PRIOR EFFORTS TO RESOLVE (include supporting documentation)	
8. LIST OF SUPPORTING DOCUMENTATION INCLUDED	
a.	d.
b.	e.
c.	f.

SECTION II – TENANT CONFIRMATION

By signing the below, I affirm the information provided above is accurate and the best of my knowledge.

9. SIGNATURE	10. DATE
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SECTION III – ARMY SUPPORT ACTIVITY RESIDENTIAL COMMUNITIES INITIATIVE MANAGER

As the RCI Office Representative, I acknowledge receipt of this Army Informal Dispute Resolution Request.

11. PRINTED NAME	12. TITLE
13. SIGNATURE	14. DATE

FORMAL DISPUTE RESOLUTION JOINT BASE SAN ANTONIO – FORT SAM HOUSTON

SECTION I –TENANT

1. TENANT NAME (Rank, Last, First)	2. RESIDENCE ADDRESS (Street, City, State, Zip)
3. TENANT PHONE NUMBER (Home/Cell)	4. TENANT EMAIL
5. OWNER (Privatized Company)	6. OWNER POINT OF CONTACT (Name, Phone, Email)

7. DESCRIPTION OF THE DISPUTE AND PRIOR EFFORTS TO RESOLVE (include supporting documentation)

8. RENT SEGREGATION REQUEST (Select One)

<input type="checkbox"/>	TENANT REQUESTS FULL RENT SEGREGATION IN THE AMOUNT OF \$ _____ PER MONTH
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<input type="checkbox"/>	TENANT REQUESTS PARTIAL RENT SEGREGATION IN THE AMOUNT OF \$ _____ PER MONTH
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Tenant hereby requests segregation of future rent payments as of the date signed in Section II.

SECTION II – TENANT CONFIRMATION

I acknowledge and confirm that I have sought resolution and completed the Informal Dispute Resolution Process procedures set fort in Section 9 of the Universal Lease Agreement.

9. SIGNATURE	10. DATE
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SECTION III – ARMY SUPPORT ACTIVITY RESIDENTIAL COMMUNITIES INITIATIVE MANAGER

I confirm this is an administratively complete request eligible for rent segregation in accordance with Universal Lease Section 9 and Section 4 of Schedule 3 (Dispute Resolution Process). Owner is directed to segregate an amount equal to \$ _____ per month in a segregated account unavailable to the Owner, Owner’s Property Manager, Employees, Agents, or Contractors.

11. PRINTED NAME	12. TITLE
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13. SIGNATURE	14. DATE
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