



Army Housing Office Plain Language Brief (PLB)



WE ARE THE ARMY'S HOME



Joint Base San Antonio – Fort Sam Houston
U.S. Army Installation Management Command

- The Army Support Activity (ASA) Fort Sam Houston (FSH) Residential Communities Initiative (RCI) Office 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 on the installation
- The RCI Office reports directly to the Deputy Director, Plans, Training, Mobilization and Security (DPTMS) and ASA leadership
- The RCI Office provides oversight of the privatized **project** to the privatized housing company managing on post housing and provides tenant/landlord dispute services
- The Air Force 802d Civil Engineering Squadron provides referral services to Service Members and Families that reside or are seeking to reside off the installation (210-221-0881)

ASA Leadership

- ASA Manager: Mr. Roger Shuck
- ASA Deputy: Mr. Michael Mathews
- ASA Deputy DPTMS : Ms. Kerrigan Simpson
- RCI Manager: Mr. Jorge Senquiz



- Hunt Military Communities (HMC) is the privatized company that owns and manages the Privatized family housing on this installation
 - HMC is the private partner and managing member of Fort Sam Houston Family Houston.
 - HMC is the property management company that manages the day-to-day operations of the privatized housing to include ensuring prompt and professional maintenance and repair, property concerns, and rent/billing issues. This is your landlord for privatized housing.
- HMC Contacts:
 - Director of Operations: Mr. Brent Norvik
 - Community Director: Ms. Monica Garcia
 - Maintenance Director: Mr. Clay Moden



The Military Housing Privatization Initiative *Tenant Bill of Rights* requires the RCI Office to provide a plain language brief presenting the facts on tenants' rights and responsibilities associated with tenancy of the housing unit to all residents of privatized housing prior to lease signing and again 30 days after move-in on all rights and responsibilities.

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

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



- **RIGHT 1:** You have the right to reside in a housing unit and a community that meets applicable health and environmental standards.
- **RIGHT 2:** You have the right to reside in a housing unit that has working fixtures, appliances, and utilities and to reside in a community with well-maintained common areas and amenity spaces.
- **RIGHT 3:** The right to be provided with a previous seven-year maintenance history of the prospective housing unit within two business days after making request before signing a lease. A current Tenant who did not receive maintenance information before signing a lease has the right to receive such information within five business days after making the request.
- **RIGHT 4:** You have the right to a written lease with clearly defined rental terms to establish tenancy in a housing unit including any addendums and other regulations imposed by the Landlord regarding occupancy of the housing unit and use of common areas.
- **RIGHT 5:** The right to a plain-language briefing, before signing a lease and 30 days after move-in, by the AHO on all rights and responsibilities associated with tenancy of the housing unit, including information regarding the existence of any additional fees authorized by the lease, any utilities payments, the procedures for submitting and tracking work orders, the identity of the Military Tenant Advocate, and the dispute resolution process.
- **RIGHT 6:** You have the right to have sufficient time and opportunity to prepare and be present for move-in and move-out inspections, including an opportunity to obtain and complete necessary paperwork.



- **RIGHT 7: You have the right to report inadequate housing standards or deficits in habitability of the housing unit to the Landlord, the chain of command, and Installation housing office without fear of reprisal or retaliation.**
- **RIGHT 8: You have the right to access a military tenant advocate or a military legal assistance attorney, through the AHO to assist in the preparation of requests to initiate a dispute resolution. This includes the ability to submit a request to withhold payments during the formal dispute resolution process.**
 - **Tenants are required to attempt to resolve disputes informally either through an informal dispute resolution process or as identified in the tenant lease. If the dispute cannot be resolved informally a tenant may then file a request for formal dispute resolution**
- **RIGHT 9: The right to receive property management services provided by the Landlord that meet or exceed industry standards and that are performed by professionally and appropriately trained responsive and courteous customer service and maintenance staff.**
- **RIGHT 10: You have the right to have multiple, convenient methods to communicate directly with the Landlord maintenance staff, and to receive consistent, honest, accurate, straightforward and responsive communications**



- **RIGHT 11:** You have the right to have access to an electronic work order system through which a tenant may request maintenance or repairs of a housing unit and track the progress of the work.
- **RIGHT 12:** You have the right to prompt and professional maintenance and repair, to be informed of the required time frame for maintenance and repairs when a maintenance request is submitted and when maintenance or repairs are necessary to ensure habitability of a housing unit, prompt relocation into suitable lodging or other housing at no cost to the tenant until the maintenance or repairs are completed.
- **RIGHT 13:** You have the right to receive advice from military legal assistance on procedures involving mechanisms for resolving disputes with the property management company or property manager to include mediation, arbitration, and filing claims against the Landlord.
 - Installation legal office :

JBSA-Fort Sam Houston: *BY APPOINTMENT ONLY*

Appointments can be made at: <https://fortsamlegal.setmore.com/>



- **RIGHT 14:** The right to enter into a dispute resolution process should all other methods be exhausted and, in which case, a decision in favor of the tenant may include a reduction in rent or an amount to be reimbursed or credited to the tenant.
- **RIGHT 15:** The right to have your basic allowance housing payments segregated and held in escrow, with approval of a designated commander, and not used by the property owner, property manager, or landlord pending completion of the dispute resolution process.
- **RIGHT 16:** The right to have reasonable advance notice of any entrance by the Landlord, Installation housing staff, or chain of command into the housing unit of no less than 24 hours, except in the case of an emergency or abandonment of the housing unit.
- **RIGHT 17:** The right to not pay non-refundable fees or have application of rent credits arbitrarily withheld.
 - **Refundable Pet Deposit: \$250**
- **RIGHT 18:** The right to expect common documents, forms, and processes for housing units will be the same for all Army Installations, to the maximum extent applicable without violating local, state, or federal regulations.

Note: Tenants seeking assistance with housing issues should continue to engage their RCI Office, ASA leadership, and/or chain of command.



The Military Housing Privatization Initiative Tenant Bill of Rights highlights five important responsibilities for Service Members and their Families while they reside in privatized family housing.

- **RESPONSIBILITY 1:** The responsibility to report in a timely manner any apparent environmental, safety, or health hazards of the home and any defective, broken, damaged, or malfunctioning building systems, fixtures, appliances, or other parts of the home, common areas, or related facilities to the landlord.
- **RESPONSIBILITY 2:** The responsibility to maintain standard upkeep of the home as instructed by the property management company.
- **RESPONSIBILITY 3:** The responsibility to conduct oneself as a tenant in a manner that will not disturb neighbors, and to assume responsibility for one's actions and those of a family member or guest in the housing unit or common areas, including the responsibility not to engage in any inappropriate, unauthorized, or unlawful activity in the home or common areas.
 - The Property Management Resident Handbook provides specific information.
- **RESPONSIBILITY 4:** The responsibility to allow the landlord reasonable access to the rental home in accordance with the terms of the tenant lease agreement to make necessary repairs in a timely manner.
- **RESPONSIBILITY 5:** The responsibility to read all lease-related materials provided by the landlord and to comply with the terms of the lease agreement, lease addenda, and any associated rules and guidelines.



Term (Section 2.B) The second to last sentence of Section 2.B of this Lease is amended as follows in its entirety: A month-to-month tenancy may be terminated by the Tenant or Owner by giving notice of termination to the other, which terminates the tenancy on the later of (1) the day given in the notice of termination; or (2) one day after the day on which the notice is given.

Move-in/Move-out Inspection (Section 3) The first sentence of Section 3.B of this Lease is amended as follows in its entirety:

Within five (5) business days after (1) Tenant provides Owner written notice of Tenant's intent to vacate the Premises or terminate this Lease; or (2) Owner provides Tenant written notice stating that this Lease will not be renewed pursuant to Section 2.B, Owner shall provide Tenant with the option to have a pre-move-out inspection with Tenant or Tenant's agents and after said inspection inform Tenant in writing of any potential move-out charges that may be assessed.

The last sentence of Section 3.B is amended as follows in its entirety:

Personal property shall be deemed abandoned when in the Owner's reasonable judgment, all persons appear to have moved out of the Premises in question, clothes, furniture, and personal dwellings have been substantially removed from the dwelling, and no one has been in the dwelling for five (5) consecutive days while the rent is due and unpaid, or a dwelling is abandoned ten (10) days after the death of a sole resident. Abandonment terminates Tenant's right to possess the Premises for any purpose and gives Owner the immediate right to repair and re-let the dwelling, identify security deposit deductions, and remove the abandoned property.



Rent (Section 4.C): Section 4.C of this Lease is amended as follows in its entirety:

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 moveout or within the time period required by applicable law.

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, up and until November 1, 2021, when all Rent and other charges must be paid by automated clearing house or through Owner's online/website or smart device application.

Fees (Section 5): Section 5.A of this Lease is amended to include the following language: Owner may collect a late fee from Tenant if any portion of Tenant's Rent has remained unpaid for two (2) full days after the date Rent was originally due. Late fees may not be more than twelve (12%) of the amount of Rent for the rental period under the Lease for a dwelling located in a structure that contains not more than four dwelling units, or ten (10%) of the amount of Rent for the rental period under the Lease for the Premises located in a structure that contains more than four dwelling units, or the late fee is more than the applicable amounts previously described, but not more than uncertain damages to the Owner related to the late payment of Rent, including direct or indirect expenses, direct or indirect costs, or overhead associated with the collection of late payment. A late fee may include an initial fee and a daily fee for each day any portion of Tenant's Rent continues to remain unpaid, and the combined fees are considered a single late fee under Texas law.



Right to Relocate (Section 8)

Tenant may request a move to a different premises in another “Housing Category”: (i) for the Tenant’s military pay grade in the event of promotion or demotion, or (ii) if the Tenant’s bedroom qualification changes. In either case, the move would be voluntary and at the Tenant’s expense.

- a. If any change of status or condition causes Tenant to lose housing eligibility and Tenant desires to remain in the Premises, then Tenant must submit a request for retention of the Premises to the MHO within fifteen (15) days of the change in status. The Installation Commander may approve or deny the retention request. If the Installation Commander approves, Tenant must then submit the request for retention of the Premises to the Community Manager, who will make the final decision on the retention. If retention is denied by either the Installation Commander or the Community Manager, then Tenant and all Occupants must vacate the Premises within thirty (30) days from receipt of denial. If retention is approved:
 - i. The determination of Rent shall be in accordance with this Agreement.
 - ii. If Tenant is still receiving BAH, then Rent shall continue to be paid by allotment. If Tenant is no longer entitled to BAH, then all Rent will be paid directly to Owner when due.
 - iii. All other terms and conditions of this Agreement shall remain in full force and effect.



Right to Relocate (Section 8) Continued

b. If any change of status or condition of Tenant would cause Tenant to vacate but a non-eligible adult Occupant desires to remain in the Premises, then Tenant must submit a request for such Occupant to retain the Premises to the MHO within fifteen (15) days of the change in Tenant's status. The Installation Commander may approve or deny the retention request. If the Installation Commander approves, Tenant must then submit the request for retention of the Home by the non-qualified Occupant to the Community Manager, who will make the final decision on the retention. If retention is denied by either the Installation Commander or the Community Manager, then Tenant and all Occupants must vacate the Home within thirty (30) days from receipt of denial. If retention is approved:

- i. The amount of Rent will be the same amount that Tenant was paying at the time of the change of status or condition that caused Tenant to vacate, subject to adjustment in accordance with this Lease.**
- ii. All Rent will be paid by the adult Occupant directly to Owner when due.**
- iii. All other terms and conditions of this Lease shall remain in full force and effect.**



Disputes (Section 9) Refer to the Community Specific Addenda/Resident Guidelines.

Liability (Section 10.B) RESIDENT INSURANCE: Owner requires all Tenants to maintain a policy of liability insurance issued by an authorized insurance company that provides limits of liability in an amount of at least \$100,000 per occurrence (the “Minimum Required Insurance”). Tenant must furnish proof of insurance to Owner on or before the Lease Commencement Date and, Tenant must continue to provide evidence of coverage throughout the term hereof. Owner strongly recommends that Tenant secure a renter’s insurance policy covering Tenant’s personal belongings, which also includes personal liability insurance covering Tenant’s actions.



Termination by Tenant (Section 10.G) Section 10.G of the Lease is amended by adding the following as Section 10.G.5:

In the event of family violence, Tenant may terminate Tenant's rights and obligations under the Lease and may vacate and avoid liability for future Rent and any other sums due pursuant to this Lease for terminating the Lease and vacating the Premises before the end of the Lease term if Tenant (1) obtains a Court order protecting Tenant from family violence or a copy of documentation of family violence from a health care provider, mental health services provider or family advocate, (2) provides a copy of the documentation to Owner, (3) Tenant provides Owner with written notice of termination of the Lease before the 30th day before the Lease terminates, (4) the 30th day after the date Tenant provided the documentation to Owner expires, and (5) Tenant vacates the Premises. If the violence is committed by a cotenant or occupant of the Premises, Tenant may terminate the Lease using the procedure above, except Tenant is not required to provide thirty (30) days' notice. Tenant is still responsible for unpaid Rent owed before the Lease was terminated.

In the event of sex offenses or stalking, Tenant may terminate Tenant's rights and obligations under the Lease and may vacate and avoid liability for future Rent and any other sums due pursuant to this Lease for terminating the Lease and vacating the Premises before the end of the Lease term if Tenant is a victim or a parent or guardian of a victim of sexual assault under Section 22.011, Penal Code, aggravated sexual assault under Section 22.021, Penal Code, indecency with a child under Section 21.11, Penal Code, sexual performance by a child under Section 43.25, Penal Code, continuous sexual abuse of a child under Section 21.02, Penal Code, or an attempt to commit any of the foregoing offenses under Section 15.01, Penal Code, that takes place during the preceding six-month period on the Premises or at any dwelling on the premises. Tenant must follow the procedures outlined in Texas Property Code Section 92.0161.



Early Termination Fee (Section 10.G.4) EARLY TERMINATION BY TENANT: If Tenant seeks early termination of the Lease as provided hereafter, Tenant shall deliver to Owner a written notice stating the grounds for early termination together with appropriate documentation supporting the grounds for early termination. The notice shall also state an effective date for the termination which shall not be less than thirty (30) days after the date of Owner's receipt of the notice except when an earlier termination date is necessary to comply with military orders. For any early termination during the original Lease term for reasons not described in Section 10.G.1, Section 10.G.2, and Section 10.G.3 of the Lease, Tenant shall pay an early termination fee equal to Tenant monthly rent as outline in Section 4. Such termination fee, along with any prorated rent or other money owed by Tenant as a result of Tenant's physical damage to the Premises beyond ordinary wear and tear, shall be paid by certified funds at the time Tenant submits required notice. If Tenant has leased for more than the original Lease term on a month-to-month basis and Tenant provides thirty (30) days' notice to Owner, there shall be no termination fee charged to Tenant. If the resident fails to produce military orders or is terminating for the resident's own convenience and elects to give less than a 30-day notice, resident must pay daily rent from the time of vacating to the lesser of 30-days' notice or occupancy of the home by another resident.



Termination by Owner (Section 10.I) Section 10.I of the Lease is amended by adding the following as Section 10.I.5:

Notice to Vacate:

In the event Tenant is delinquent on Rent, Owner may provide at least three days' written notice to vacate the Premises before Owner files an eviction suit. Owner shall provide notice in person or by mail at the Premises. Notice in person may be by personal delivery to Tenant or any person residing at the Premises who is 16 years of age or older or by personal delivery to the Premises and affixing the notice to the inside of the main entry door. Notice by mail may be by regular mail, registered mail, certified mail, return receipt requested. Alternatively, Owner may deliver the notice to vacate by affixing to the outside of the main entry door a sealed envelope that contains the notice and on which is written the Tenant's name, address, and in all capital letters, the words "IMPORTANT DOCUMENT" or substantially similar language and, not later than 5 p.m. of the same day, depositing in the mail in the same county in which the Premises in question is located a copy of the notice to the Tenant if (1) the Premises has no mailbox and has a keyless bolting device, alarm system, or dangerous animal that prevents the Owner from entering the Premises to affix the notice to vacate to the inside of the main entry door or (2) Owner reasonably believes that harm to any person would result from personal delivery to the Tenant or a person residing at the Premises or from personal delivery to the Premises by affixing the notice to the inside of the main entry door.



The ***informal dispute resolution process*** is a measured approach intended to resolve disputes at the installation 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 RCI Office.
 - An ***informal dispute resolution*** form is available at the RCI Office and on-line at <https://home.army.mil/samhouston/directorates-1/residential-communities-initiative>
 - Tenants may also visit the **Installation legal office** to seek assistance in completing the ***informal dispute resolution*** form.
 - The ASA Manager 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 RCI Office and on-line at <https://home.army.mil/samhouston/directorates-1/residential-communities-initiative>
- The tenant may submit a completed **formal dispute resolution** request form with any documents that support the dispute to the RCI Office. Tenants may also visit the Installation legal office to seek assistance in completing the **formal dispute resolution** form.
- The **formal dispute resolution** may include a home inspection. If the tenant fails to grant access to the premises for inspection the formal dispute resolution process shall terminate and no decision will be rendered
- The HQ IMCOM Commanding General is the Deciding Authority and will generally render a decision within 30 days, but not later than 60 days.
- Tenants may request “rent segregation” for up to 60 days while the dispute is being reviewed.
- The **formal dispute resolution** eligibility is limited to military members, their spouse or other eligible individuals who qualify 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.



- **NEW---Per FY20 National Defense Authorization Act (NDAA): If tenant is not available for pre-assignment walkthrough inspection, Housing Office must attend on tenant's behalf (RCI Installations only)**
- **NEW---Per FY20 NDAA: The AHO shall initiate contact with resident at 15 and 60 days after move in regarding the satisfaction of the resident. (RCI Installations only)**



- **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 slide for the location of Fort Sam Houston Family Housing (HMC) Leasing Center and the RCI Office**



Fort Sam Houston Family Housing - HMC Work Order Process

- To alert the Landlord (Fort Sam Houston Family Housing – HMC) of maintenance issues:
 - Emergency or Urgent work orders – Call in immediately to: (830) 262-0830 Press 2
 - Routine work orders – enter online through the Resident Portal

The Resident Portal is available online or download the RentCafe Resident App in the App Store or on Google Play

<https://www.fortsamhoustonfamilyhousing.com/>

- Track progress of work orders by viewing information in the RentCafe Resident App
- Work orders or maintenance tickets will be closed work is completed
- Important to contact Fort Sam Houston Family Housing to report maintenance issues right away
- Contact Fort Sam Houston Family Housing to report emergency, urgent, routine work orders, trouble calls, safety concerns, or resident compliance issues

