

# OFF BASE HOUSING GUIDE

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HOUSING REFERRAL MOUNTAIN HOME AFB  
(208) 828-2780 DSN 728-2780

[HTTP://WWW.HOMES.MIL](http://www.homes.mil)



## **HOUSING REFERRAL/RELOCATION ASSISTANCE PROGRAM**

The Housing Referral Service was established in 1968 to help find adequate nondiscriminatory housing for all military members required to live off-base. All military personnel must visit the Housing Office before entering into an agreement to rent or lease. This applies to new arrivals and individuals who are changing their residence within the local area. This is necessary to assure that you do not inadvertently choose housing which would put you in conflict with DoD policy regarding fair housing. At the present time, the most widely used service is [www.HOMES.Mil](http://www.HOMES.Mil); our service also includes listings of homes for sale, containing dwellings in almost any category you might want. How about landlord complaints? To assist the military member, we look into complaints and act as a mediator between the landlord and the tenant. We are not miracle workers, but very often we can help remedy the situation. Also, if we detect a concentration of complaints concerning one landlord, this signals a major problem and we try to resolve the situation.

## **OFF-BASE HOUSING - RENTAL PRICES**

The following is an average price range for rental units in this area (Prices **do not** include utilities):

1-Bedroom	\$575-600
2-Bedroom	695-750
3-Bedroom	800-1300
4-Bedroom	1200-1400

## **EQUAL OPPORTUNITY IN HOUSING**

DOD policy is that military personnel must have equal opportunity for available housing regardless of race, religion, sex, national origin, familial, disability or public assistance status. Equal access to rental housing and homeownership opportunities is the cornerstone of this nation's federal housing policy. Landlords who refuse to rent or sell homes to people based on race, color, national origin, religion, sex, familial status, or disability are violating federal law. Housing discrimination is not only illegal; it contradicts in every way the principles of freedom and opportunity we treasure as Americans. The housing office, in cooperation with the Department of Housing and Urban Development is committed to ensuring that everyone is treated equally when searching for a place to call home. If you believe you have been discriminated against, notify the Housing Office staff immediately.

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## ***RENTAL MANAGEMENT***

A change of place  
208 **599-1366 / 599-2237**  
1410 American Legion Blvd  
[www.Achangeofplaceonline.com](http://www.Achangeofplaceonline.com)

Bamber Property Management  
208 **587-7601**  
2600 American Legion Blvd/Ste 140  
[Bbbamber25@msn.com](mailto:Bbbamber25@msn.com)

Desert Canyon Property Mgt  
208 **587-9027** 1135 Airbase Road  
[www.c21southernidahorealty.com](http://www.c21southernidahorealty.com)

Desert Sun Realty  
208 **587-6244**  
2325 American Legion Boulevard  
[stanscott1@hotmail.com](mailto:stanscott1@hotmail.com)

Green & Jin Investments  
Carrie Roeder  
208 587-8017  
[mtnridgeapts@qwestoffice.net](mailto:mtnridgeapts@qwestoffice.net)

Guardian Property Management  
208 **599-4531**  
[www.Managementyoucantrust.com](http://www.Managementyoucantrust.com)

Swank Real Estate  
208 **587-7908**  
2390 American Legion Boulevard, Ste #1  
[www.jimswankrealty.com](http://www.jimswankrealty.com)

Assist 2 Sell  
208-283-6295  
1355 Airbase Rd  
[Floyd@Assist2Sell.com](mailto:Floyd@Assist2Sell.com)

CAS Property Management  
208 **587-2733**  
2325 American Legion Blvd

Cornerstone Property Management  
208 **587-8282 / 283-0988**  
1029 Airbase Road  
[charlenewyman@clearwire.net](mailto:charlenewyman@clearwire.net)

Fogelman Properties, llc  
208 **587-9003**  
210 N 2<sup>nd</sup> East  
[rfogelman@msn.com](mailto:rfogelman@msn.com)

Green Rose Property Management  
Becky Garvey  
519 N Main St 208 **591-0040**  
[Ccidaho1@yahoo.com](mailto:Ccidaho1@yahoo.com)

Liercke Real Estate  
208 **587-5201**  
490 N. 3<sup>rd</sup> East  
[melindaliercke@mindspring.com](mailto:melindaliercke@mindspring.com)

1St Class Real Estate  
208 **599-1755 / 587-7014**  
210 N 2nd East  
[1stclassrealestate@mindspring.com](mailto:1stclassrealestate@mindspring.com)

**NOTE:** THIS LIST OF BUSINESSES IS PROVIDED FOR YOUR INFORMATION ONLY, AND DOES NOT CONSTITUTE AN OFFICIAL ENDORSEMENT BY THE AIR FORCE.

## QUICK REFERENCE NUMBERS

IDAHO POWER.....208 **388-2200**

2430 AMERICAN LEGION BLVD -

*\*THERE IS A CONNECTION FEE OF \$20.00*

[www.idahopower.com](http://www.idahopower.com)

CITY OF MOUNTAIN HOME.....208 **587-2104**

(Water/Sewer & Trash.)

160 S. 3<sup>RD</sup> East St. -

*\*\$50.00 DEPOSIT and \$20.00 connect fee*

INTERMOUNTAIN GAS COMPANY.....208 377-6840

555 S Cole Rd Boise

*\*THERE IS A \$14.00 CONNECTION FEE*

<http://www.intgas.com>

ZITO MEDIA.....800-365-6088

345 E. 2nd North St -

[www.windjammercable.com](http://www.windjammercable.com)

CENTURY LINK..... **1-800-642-0444**

*\*THERE IS A HOOK-UP FEE OF \$30.00*

**DIRECT TV: 855-678-2830**

**DISH NETWORK: 208-321-2537**

MOUNTAIN HOME SCHOOL DISTRICT

470 N 3<sup>RD</sup> East St.

208 **587-2580**

Rural Telephone Co..... **208-366-2614**

(Local Phone Glenns Ferry)

**\*ACTIVATION FEE VARIES**

**\*ALL RATES SUBJECT TO CHANGE WITHOUT NOTICE**

## Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity

The Fair Housing Act does not specifically include sexual orientation and gender identity as prohibited bases. However, a lesbian, gay, bisexual, or transgender (LGBT) person's experience with sexual orientation or gender identity housing discrimination may still be covered by the Fair Housing Act. In addition, housing providers that receive HUD funding, have loans insured by the Federal Housing Administration (FHA), as well as lenders insured by FHA, may be subject to HUD regulations intended to ensure equal access of LGBT persons, called the HUD Equal Access Rule.

The Equal Access rule requires entities assisted by HUD or insured by FHA to make housing available without regard to actual or perceived sexual orientation, gender identity, or marital status.

### Idaho Legal Aid Services website:

For pamphlets and more information about your rights under the Fair Housing Act, Idaho Legal Aid's website includes the following:

- ❖ Landlord/tenant rights and responsibilities
- ❖ HUD's Housing Discrimination Forms
- ❖ Rights of Manufactured Housing Tenants
- ❖ Public Housing
- ❖ Advice for Renters and Security Deposits
- ❖ Links to other fair housing websites

Log on to: [www.idaholegalaid.org](http://www.idaholegalaid.org)

### If you have been discriminated against you can contact:

- ❖ Your local Idaho Legal Aid Services office
- ❖ Intermountain Fair Housing Council 1-800-717-0695 or 383-0695 in Boise (both are TTY accessible)
- ❖ HUD directly toll free at 1-800-877-0246
- ❖ Complete the HUD online complaint form at [www.hud.gov](http://www.hud.gov)

### Idaho Legal Aid Services Area Offices

310 N. 5th Street, Boise ID 83702

208-345-0106

1104 Blaine Street, Caldwell ID 83605

208-454-2591

610 W. Hubbard Street, Suite 219, Coeur d'Alene ID 83814

208-667-9559

482 Constitution Way, # 101, Idaho Falls ID 83402

208-524-3660

633 Main Street, Suite 103, Lewiston ID 83501

208-743-1556

150 S. Arthur, # 203, Pocatello ID 83204

208-233-0079

475 Polk St., Suite 4, Twin Falls ID 83301

208-734-7024

TTY 1-800-245-7573

[www.idaholegalaid.org](http://www.idaholegalaid.org)

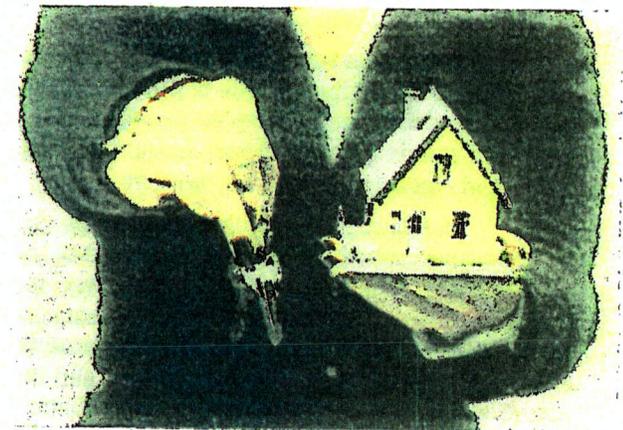
8/2013



IDAHO LEGAL AID SERVICES  LSC

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# The Fair Housing Act Protects You



## The Fair Housing Act

Fair housing laws prohibit discrimination in the sale and rental of housing based on a person's:

- ❖ Race
- ❖ Color
- ❖ Sex
- ❖ Religion
- ❖ National origin
- ❖ Disability
- ❖ Familial status (children under 18)

"Housing" includes, but is not limited to, apartments, condominiums, duplexes, and multi-unit dwellings, mobile homes / trailer courts, private homes, and vacant land.

### How fair housing applies to you:

The Fair Housing Act is intended to allow people equal opportunities to live wherever they choose. Where you live determines:

- ❖ Where your children go to school
- ❖ Ease of getting to work, health care, recreation
- ❖ Ensures the community is a good place for future businesses to locate
- ❖ Promotes economic growth and well-being for all people



### Fair Housing laws apply, but are not limited to:

- ❖ Advertising media
- ❖ Residential landlords, rental agents, housing agents/mangers, real estate brokers, and sales persons
- ❖ Homeowners
- ❖ Home builders
- ❖ Banks, savings and loan associations, mortgage lenders, or other financial institutions
- ❖ Developers/contractors
- ❖ Landowners
- ❖ Condominium developers or owners
- ❖ Group homes, nursing homes, and shelters



### Fair Housing Laws prohibit

- ❖ Advertizing the sale, rental, or financing of a dwelling that indicates a preference, limitation, or discrimination
- ❖ Refusing to show, rent, lease, sell, or transfer housing, or refusing to receive or transmit an offer to buy, rent, or lease housing
- ❖ Causing unequal terms, conditions, and privileges of housing, including financial assistance for housing
- ❖ Segregating and/or separation in housing
- ❖ Giving a person of a protected class different terms of conditions of sale
- ❖ Asking questions that indicate a different selection process
- ❖ Applying different rules, policies, conditions, or terms to members of a protected class
- ❖ Restricting choice of unit or neighborhood
- ❖ Threatening, intimidating, interfering, or retaliating against a protected class member or someone that has filed a complaint
- ❖ Refusing to make reasonable modifications or accommodations for a disabled tenant

### Idaho Legal Aid Services helps:

Idaho Legal Aid Services is a nonprofit organization that promotes fair housing practices for housing providers and consumers throughout Idaho by providing free presentations on the Fair Housing Act and how it affects our communities. The presentation focuses on the rights and responsibilities of both consumers and housing providers.

One of our aims is to educate people who are often face discrimination when it comes to housing. These protected persons need to know about their fair housing rights in landlord/tenant situations as well as in home buying because these groups:

- ❖ Often do not realize that their rights are being violated, or
- ❖ May experience discrimination so frequently that they begin to feel powerless to fight it—even come to expect it.

For these reasons, we want to share with the community information about fair housing so that we can work together to better help those in need.

Additionally, we want to educate those who come in direct contact with these protected persons either as advocates or housing providers. As providers, there is a responsibility to provide an equal opportunity to all people.

To arrange for fair housing educational workshops, please contact Sunrise Ayers at [sunriseayers@idaholegalaid.org](mailto:sunriseayers@idaholegalaid.org).



**Situation 2:**

Jason and Jose have been in a committed relationship for five years and are looking for an apartment in Ellensburg. Several apartment complexes have refused to rent to them, and they suspect it is because they are gay?

**Question:** Do Jason and Jose have a fair housing complaint? Would they have a complaint if they were denied because Jose is Hispanic instead?

**Answer:** Sexual Orientation is not a prohibited basis of discrimination under the Fair Housing Act; therefore Jason and Jose would not have a Fair Housing Act Complaint if they believed they were denied because they are gay. However, they would have a Fair Housing Act complaint if they believe they were denied because Jose is Hispanic, since National Origin is a basis of discrimination protected under the Fair Housing Act.

**Situation 3:**

Tasha and Steve have two children and are looking to rent a two-bedroom apartment at ABC Apartments. The manager tells them that they cannot rent there because ABC Apartments is for adults only. Tasha and Steve see 20 and 30 year olds living at the complex, but they see no children

**Question:** Can the manager refuse to rent to them because they have children?

**Answer:** Unless ABC Apartments meet the criteria for senior housing (55+ and 62+) then the manager cannot refuse to rent to a family solely because they have children. Tasha and Steve could have a complaint under the Fair Housing Act.





## **COMPLETING A RENTAL APPLICATION**

After a thorough search, you finally find the house or apartment you want to rent. The first thing you may be asked to do is to sign not a lease, but an application for a lease. The application provides the Landlord with your financial profile, rental history, and references. Your signature on the application gives the landlord permission to verify the information you have provided. If you don't understand it, see your Legal Assistance or Housing Referral Service Officer. If you do sign such an application, make sure it includes this point:

The money you have deposited to hold the unit will be refunded if the property does not become available within a stated time limit. If you decide not to lease the dwelling, even after your application has been approved, it would be normal procedure for the landlord or the agent to retain the deposit. You may be asked to post a security deposit, normally payable before you move into rented quarters. This usually is the equivalent of a month's rent and is intended to pay the cost of any repairs for which the tenant may be responsible after moving out. If you keep your apartment or house in good shape so that no such repairs are necessary, your deposit will be returned when you leave.

## **THE RIGHT PRICE**

Most financial planning professionals recommend spending no more than 20 to 30 percent of your monthly net income on rent. Renting involves more than choosing the right home at the right price. It's important to be fully aware of every decision that needs to be made and every possible cost. Some of these factors are understanding your command's policy about living off the installation, seeking a lease containing the military clause and determining your entitlement to housing allowances. Your Basic Allowance for Housing (BAH) is intended to provide fair housing allowances to all members. DoD determines the correct housing allowance to enable members to afford suitable rental housing within a reasonable distance of their duty location. The goal is to help members cover the costs of rent, utilities and renter's insurance in the private sector.

Generally, it is a good idea to ask a prospective landlord if renter incentives and flexible leasing arrangements are available. Even if the demand for rentals is high, there may be an opportunity to negotiate.



## **THE LEASE/RENTAL AGREEMENT**

The lease itself is a contract, and the rights and obligations of the landlord and tenant come into being with the signing of the lease. A lease must accurately describe the premises to be leased. It must state precisely what the rental cost is, when the lease term begins and ends, and what utilities and services will be furnished by the landlord. The tenant should also understand that the written lease contains the whole agreement. Generally, to comply with Idaho law and be enforceable, most rental agreements must be in writing. The written rental agreement is an important legal document. Neither party should rely on oral statements that are contrary to the terms of the written rental agreement. Although it is possible that some landlords may want to use an oral agreement, we recommend against this because you, the tenant, will not have a clear list of your rights and obligations. An oral agreement is legally binding if its terms have been agreed upon. Don't sign just because the rental agent says it is a "standard form" or that "everybody signs it." Read it over, make sure you understand it and consult your Legal Assistance or Housing Referral Specialist before signing. Military tenants have special problems, and leases should be drawn to protect their interests as well as those of landlords. Tenants should also be aware that they have legal support for some things not covered by the lease. Certain types of fraud, mistake or duress in the execution of a lease will make a lease voidable by the injured party, usually the tenant. For example, the concealment of material defects in the leased premises may amount to fraud which would enable the tenant to void the lease.

As a general rule, the landlord draws up the lease and if it contains fuzzy clauses, any ambiguities must be resolved in favor of the tenant, and against the landlord. Unless it is expressly forbidden in the lease, a tenant may sublet the premises or arrange to have another tenant to take over the lease, without the landlord's consent. In the event that several singles share an apartment or house, it is usual for one person to sign the lease and be responsible for its terms. When that person moves out, be sure that he or she sublets the premises to one of the remaining, or arranges for one of them to take responsibility for the lease. To end a month-to-month tenancy, the landlord or the tenant must give 30 days advance notice at the beginning of the next rental period, i.e. written notice must be submitted in May to end a lease by 1 Jul. A written fixed-term lease may or may not require giving notice before the termination date. Besides the basic obligations of landlords and tenants which are listed below, rental agreements may include rules dealing with special situations, such as pets, subletting, and charges for late rent. New rules or changes (including rent increases) in a month-to-month agreement require 30 days notice at the beginning of the rental period. Modifications during a fixed-term tenancy depend upon the terms of the agreement.



### **Military Clause**

Every military tenant should insist that a "military clause" be included in the lease. The clause generally states that, subject to the payment of a specified amount, the tenant can terminate the lease. It provides the military tenant a way to end a lease prematurely for reasons connected with military service.

There is no standard military clause. The wording is a matter for negotiation between you and your prospective landlord. Your Legal Assistance Officer can help you if you see him before you sign. The following is a sample of one military clause recommended for use.

### **Lease Addendum**

a. If the tenant is a member of the Armed Forces of the U.S.A. and:

1. Has received permanent change of station orders to depart 20 miles or more radius from the premises, or
2. Is discharged or relieved from active duty with the Armed Forces, or
3. Has received extended temporary duty orders of 90 days or more, or
4. Has been ordered to occupy on-base housing, the tenant may terminate this lease by providing the landlord with a written notice of termination to be effective on the date specified therein, but not less than 30 days later. The notice must be accompanied by a copy of the official orders and by any liquidated damages due.

b. Most leases are for twelve months. If you are unable to stay for the entire term and wish to exercise the military clause, you may be required to forfeit a certain amount of money called liquidated damages. This compensates the landlord to some extent for the sudden break in tenancy. If you stay in a dwelling for less than 6 months of a 12-month term, it is not out of line for you to pay an extra month's rent. If you terminate the lease any time after 6 months, it is not unreasonable for the landlord to demand half a month's rent. In any case, whatever payments you would owe for early termination should be spelled out in the lease.

Other contingencies arising from military duty may be included. The military tenant may, for example, want survivors or the executor of the estate to be able to terminate the lease in the event of death. Unless proper provision is made in the lease, the tenancy is not terminated by the death of the tenant. A survivor could not move without continuing to pay rent on the leased quarters.



### **DEPOSITS:**

Most landlords ask for a security deposit in advance. Normally equal to 1 month's rent, but sometimes up to 3 month's rent. This money may be used to cover potential unpaid rent, damage beyond "normal wear and tear" and the cost of cleaning the rental after you leave. The rental agreement should specify the amount of the security deposit and what it may be used for. Deductions should be made only to cover the landlord's actual expenses. If the security deposit can be used for payment of delinquent rent, the rental agreement and/or deposit receipt should clearly indicate this. **The security deposit cannot be used to cover normal wear and tear.**

A deposit, by definition, is refundable. The landlord must have suffered actual losses in order to withhold any part of the deposit. Any refund for less than the full amount of the deposit must include a signed statement itemizing the amount retained by the landlord, the reason for the amounts retained, and a detailed list of expenditures made from the deposit (Idaho Code §6-321). Unless it is written otherwise in the rental agreement, the landlord must refund the deposit within 21 days after surrender of the premises by the tenant (Idaho Code §6-321).

There are a lot of disputes between landlords and tenants about security deposits. To minimize security deposit problems you may want to take these steps:

1. Be sure you understand how your security deposit can be used before renting. "Normal wear and tear" is subject to various interpretations, it is best to know your landlord's definition and to ask for a list of examples. The security deposit is normally used interchangeably as a cleaning and damage deposit.

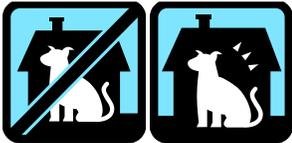
2. During the first week you live in the rented property, make a very thorough list of everything that is broken/damaged or dirty and take photos and/or video to include the outside of the unit. List everything, even if it seems minor to you. Send a copy of this list to your landlord and the housing referral assistant. You should ask your landlord to repair the defects that are serious. You should list even the minor defects—worn carpet,

chips in bathtub, etc. When you move out, after you have finished cleaning the property, have the landlord meet you to go over the place thoroughly with him/her.

3. If the landlord refuses to comply with the requirements concerning a security deposit, you can require compliance. You must first give the landlord notice, in writing, of the violation and demand compliance. The landlord must be allowed three (3) days to refund the deposit or provide the necessary statement of damages. If the landlord does not comply, you can then institute a formal legal proceeding to require the landlord to refund the full security amount.

You must satisfy all terms and conditions of your lease to receive all of your security deposit back from your landlord. Some of these terms and conditions include the following:

- a. The agreed-upon length of time for which you agreed to rent the property.
- b. The stipulated length of notice required by the landlord before you move out.
- c. The return of any property associated with the tenancy, for example, furniture, appliances, keys or garage door openers..



3. PET DEPOSITS: Many landlords may be negotiable in allowing pets; but most will require an additional pet deposit. In some instances the pet deposit is nonrefundable.

4. TIPS ON HOW TO GET YOUR DEPOSIT BACK: These tips may save you needless grief and loss of your hard earned dollars.

- a. Find out BEFORE YOU MOVE IN what is required to get a full refund
- b. Get a receipt for the amount of your Security Deposit paid. It is just good business to get a receipt for every payment.
- c. Give a WRITTEN MOVE OUT NOTICE (keep a dated copy), even if you have an informal agreement and are told it's not necessary. **If you fail to give proper notice, expect to have to pay up to 30 days rent even if you have moved.** Protect yourself and have your landlord sign your move out notice to prove he/she has been notified. It is customary for the landlord to show the unit to prospective new tenants. It is to your advantage to be extra cooperative especially during the period before you move. Most owners will work with you if you get short notice PCS orders - - tell him/her promptly and provide a copy of your orders as soon as you receive them.
- d. Accompany the manager during the "Move-out Inspection." It is your responsibility to set up a move-out inspection which is convenient for your manager and prior to your move-out.

### **THE LANDLORD'S OBLIGATIONS:**

Idaho law requires landlords to do all of the following:

1. Provide reasonable waterproofing and weather protection.
2. Maintain in good working order the electrical, plumbing, heating, ventilating, cooling, and sanitary facilities.

3. Maintain the premises in a manner that will not be hazardous to the health or safety of the tenant.
4. Install approved smoke detectors in each dwelling unit.
5. Uphold clear and implied terms of the lease affecting the health and safety of the tenant
6. Return security deposits as and when required by law. The law requires landlords to return the security deposit within 21 days if no time is stated in the lease and, in any event, within 30 days after the tenant surrenders the premises.

### **THE TENANT'S OBLIGATIONS:**

#### **THE TENANT MUST**

1. Pay rent on time, even if repairs are needed
2. Keep up the yard and exterior, as specified in the lease.
3. Keep common areas, such as laundry rooms and halls, clean and free of personal items.
4. Use all utilities with care and economy, even though the landlord may be paying for them.
5. Maintain a clean and sanitary premise, particularly the kitchen, because of insects that can be brought in or that will travel from adjacent areas, but more importantly because of fire hazard caused by grease buildup on stoves and in exhaust fans.
6. Properly dispose of garbage, and properly use all appliances and fixtures.
7. Keep pets only if permitted by the landlord. Train and control your pets so that they do not damage the property or annoy neighbors.
8. Report major repairs/damage before it becomes even more serious. Repair minor damage promptly yourself.
9. Upon lease completion, when vacating the premises, provide written notice within thirty days before the next rent payment is due, i.e. to terminate by 1 July written notice must be submitted in May.
10. You are liable for any negligent or purposeful damage to the premises by yourselves or your guests.

### **THE TENANT'S REMEDIES:**

If the landlord has failed to comply with his or her obligations under the law or the rental agreement, the tenant may give the landlord a written notice describing the problems and a demand requiring performance or a cure of the defect. If after 3 days the listed failure or breach has not been performed or cured by the landlord the tenant may commence a legal action for specific performance or damages. Idaho Code § 6-320. Under some circumstances, with legal assistance, the tenant may wish to seek an injunction to force compliance by the landlord, or to restrain him/her from some action, so the tenant may have legal grounds to seek damages. The tenant may also sue for recovery of the deposit.

### **THE LANDLORD'S REMEDIES:**

If you fail to pay rent or violate any conditions or covenants of the rental agreement, the landlord must give written notice of the violation and provide three (3) days in which you can remedy the problem. The notice informing you of the violation must be delivered to you personally at either your place of residence or business or can be sent by certified mail. In accordance with MARTINDALE-HUBBELL LAW DIGEST, Idaho Law Digest 37 (1999).

### **RIGHT OF ENTRY:**

A tenant has a right to privacy, but because Idaho law says nothing as to whether the landlord has the right to enter the premises, the rental agreement should reserve to the landlord the right to enter the property to make repairs, to inspect for damage, to show the property to prospective purchasers, and to show the property to prospective tenants near the end of the lease, as long as such entry is at a reasonable time and is done in a

reasonable manner. In addition, a provision should be included in the rental agreement explaining the landlord's rights when a tenant is in default in the rent and has been absent from the premises for a considerable period of time. If the rental agreement does not address the landlord's right to enter the premises, the landlord should notify the tenant as to the necessity of entry, requesting permission to enter in a reasonable manner. The tenant should not refuse permission for reasonable entry by the landlord. Although the law is not clear; a landlord who has reasonable cause to believe that damage is occurring to the property probably has the right to enter to inspect for damage. However, if possible, arrangements for entry should be made with the tenant.

### **GOING TO COURT:**

If you are considering legal action against your landlord, you should contact the base legal office for a legal assistance appointment.



### **GUIDANCE FOR OFF BASE TENANTS**

The following tips can assist you in avoiding problems often experienced between military tenants and landlords.

a. Check your lease or rental agreement **before** you sign it. Be sure you understand the terms involved in a monetary deposit or any other payment relating to the rental agreement, as well as pet rulings. If you have serious doubts about some of the lease terms, you should bring it to the Housing Referral Assistant in Bldg. 182 for review and possible referral to the base legal office.

b. Thoroughly check the rental unit to be sure you and your family will be happy there. Inventory the furniture and fixtures and list their condition. Record all discrepancies on the Condition of Quarters Form provided by the Housing Referral Assistant and/or the Landlord. Give one copy to the rental manager to place in your file, one copy to the referral assistant and keep a copy for yourself. The current manager may not be the manager when you move, so apprise any new manager of any damage or other problem areas immediately.

c. Submit requests for all maintenance and repairs in writing. Be sure to date all copies, and keep a copy for yourself. If repairs are not completed within a reasonable time frame, approach management with a cooperative attitude.

d. You should have the protection of personal property and liability insurance. These policies may be sold as renter's policies or comprehensive personal liability policies. Some landlords may require tenants who own waterbeds to carry flotation insurance. You should also have personal coverage to protect yourself against injury, property damage, fire and theft.

e. If you are unable to meet an obligation to the landlord, discuss the problem with him/her in advance and work out an agreeable arrangement.

f. Should a condition arise wherein a suitable agreement cannot be reached, contact the Housing Office, Bldg. 182, 828-2780/2, and allow us the opportunity of mediation. The Housing Office is the prime agency and single point of contact for coordinating off-base housing matters. The Housing Referral Assistant cannot force the tenant or the landlord into any position; however, it is our responsibility to make every effort to reach a solution acceptable to both parties.

g. Provide your landlord or manager your home phone number, also your duty phone number as well as your spouse's if applicable. Should you plan to leave for a weekend or longer, inform management and your neighbor so they can be alert to any unauthorized guests or suspicious activity.

h. Should any damage occur to your rental unit, notify the landlord immediately. You are responsible and may be required to compensate the landlord for any damage that occurs due to negligence.

i. Make arrangements with the landlord for an inspection of your unit when you present the written notice of intent to move. This notice should be given at least 30 days before you end occupancy, unless otherwise stated

in your lease. Once your tenancy is terminated, you are liable for rent and utilities for every day you keep a key to the rental unit. If the key is not returned within a reasonable time, management may replace the locks and deduct the cost from the deposit.

j. When you move at the end of your lease, the landlord has a maximum of 30 days in which to either return the deposit in full or provide you a written itemized statement of charges deducted from the deposit.

## **HELPFUL HINTS**

1. **HAVE A NEAT APPEARANCE.** Since the landlord's first impression of you will be based on your appearance, we suggest you dress neatly.
2. **BE COURTEOUS AND POLITE**
3. **VISIT THE FACILITY.**
4. **BE TRUTHFUL AND HONEST ABOUT YOUR NEEDS AND DESIRES.** Do not try to hide something like pets, waterbeds, etc. from your landlord.
5. **READ AND UNDERSTAND YOUR LEASE.** Read your lease thoroughly and if you have any questions ask them first, **BEFORE** you sign anything.
6. **DO NOT ACCEPT A DIRTY UNIT.** You will be expected to leave your unit clean when you leave so **DON'T** accept it below standards.
7. **FAIR HOUSING.** If you encounter any difficulty in obtaining housing off-base because of your race, color, creed, disability, religion, sex, national origin, familial, or public assistance status, report it to the Housing Office immediately.
8. **KEEP ALL RECEIPTS.**
9. **REPAIRS AND MALFUNCTIONS.** Put all maintenance requests in writing, except in an emergency, even then it should be followed up with a written request.
10. **GIVE A 30 DAY WRITTEN NOTICE OF INTENTION TO VACATE.** A verbal notice is **NEVER** sufficient. Your notice should be given at the end of the month for termination at the end of the following month.

## **GUIDE TO HELP YOU PASS YOUR MOVE OUT INSPECTION.**

- a. Have the dwelling and grounds neat and free of debris, trash, and your belongings.
- b. Cut the grass/weed-eat, if it's your responsibility.
- c. Remove and thoroughly clean the burners and area under burners (or elements), under stove tops, oven racks, and broiler pan. Pull out stove to clean under and behind it.
- d. Defrost, empty, and thoroughly clean the refrigerator inside and out, including drip pan, under and behind it. Set the control to the lowest setting.

- e. Have ceilings free of cobwebs, and the light fixtures dusted/washed with operative bulbs in each.
- f. Empty kitchen cabinets and medicine chests, then wipe out inside and out.
- g. clean all bathroom fixtures, wipe down shower doors, mirrors and walls.
- h. Wash windows inside; clean frames and tracks.
- i. Clean walls, doors, and trim.
- j. Clean floors and baseboards properly and thoroughly; steam clean carpet; if lease states professional cleaning is required, provide receipt, dust return air vents.

## Cleaning Tips

Here are a few "quick and easy" tips to get the job done fast.

Beat mildew with this easy formula. Use a spray bottle to spray on a solution of 50% water and 50% hydrogen peroxide. This is a mild and safe bleach that doesn't harm the environment. Spray this formula on and leave it there. No need to wipe it off. Do this once a year to stop mildew from forming on the walls and ceilings. If mildew is already present, then repeat in a few hours. Let it stand and then repeat again in 24 hours.

Keep your shower stalls and tub surrounds free of spots by applying a coat of car wax to the walls and even the shower doors. The wax will "seal" the porous nature of the fiberglass and will make cleaning a breeze in the future. Please Note: NEVER wax the floors of the shower or tub, as it will make them very slippery.

Remove soap scum and spots from mirrors, shower doors and faucets by spraying on a simple solution of 1/4 cup of white vinegar and 1/4 cup of rubbing alcohol. Pour into a large spray bottle and fill with water. Finally add a few drops of automatic dishwashing detergent. This will help remove fingerprints and grease, plus it makes the solution easier to wipe on and wipe off.

Ammonia makes easy removal of burnt on residue on the oven racks. Remove oven racks when activating the oven self-clean program. Place racks in a plastic garbage bag with 1 cup of white ammonia, secure and let stand in bathtub or outside overnight. Fumes from the ammonia will loosen most baked on foods, making cleaning easy. **THE FUMES ARE VERY TOXIC** be sure to open bag in a well ventilated area preferably under running water.

Pumice stone works well for removing hard water deposits on sinks and toilets.

WD40 is a great cleaner for removing grease stains, pen, pencil, crayon etc.

