

RENTING TIPS / INFO THAT CAN SAVE YOU TIME AND \$\$

ATTENTION ALL SERVICE MEMBERS: It is **mandatory** that all newly assigned personnel report, in person, to the Housing Management Office (HMO) for counseling and guidance before entering into any agreement, written lease, or rental/sales contract for off-base housing. Single and unaccompanied enlisted personnel, grades E-4 and below, must check with Dormitory Management before going off base for housing.

Military personnel are prohibited from buying or renting/leasing property from an owner/agent under restrictive sanction.

Assistance offered by the housing staff can often save you money and possible future inconveniences should you be unaware of the regulations governing off-base housing.

ALL BASE HOUSING AT PATRICK AFB IS PRIVATIZED: **Hunt Military Communities** is the property management company in charge of leasing our housing. We have 3 housing areas. Two are on the base property; Oceanside (aka Central) and River's Edge (aka North) housing. The third, Pelican Coast, is approximately one mile south of the base in Satellite Beach. Leases (assignments) are made through Patrick Family Housing leasing offices. Depending on the housing area you are assigned to, your rental amount would be either your Basic Allowance for Housing (BAH), minus a Utility Allowance or the current Market Rate Rent (MRR). MRR is based on the size of the home. Rent is paid by allotment (active duty). Housing residents are responsible for paying utilities directly to a local utility company or third-party utility billing company. **As soon as you receive your orders you should contact the privatized leasing office to apply for housing.**

DORMITORY INFORMATION: Unaccompanied housing consists of 2 dorms with private rooms, the majority of which are room-bathroom-room configuration. Each room is well appointed to include full-size bed, microwave, and refrigerator. Basic cable TV is provided free of charge. Common areas include day and game rooms, kitchen, laundry and storage facilities, as well as outdoor picnic area. The Dorm Management Office is located on the first floor, Dorm 506. With PCS orders in hand, sponsors may sign for a room key prior to arrival of inbound member.

COMMUNITY INFORMATION: There are 16 communities within one hour of Patrick AFB. One and two-bedroom apartments rent for \$700-\$1000 (average). Single homes, duplexes, and townhomes rent for \$1200-\$2,000 (average). Most of the rentals in the area require a 7- or 12-month agreement/lease. Log onto the new official DOD website, <https://www.homes.mil> designed to provide Service members, their families, and DOD civilians access to non-discriminatory community listings or visit http://www.brevardmls.com/public_search.html which is a local realtor-based, multiple-listing service that allows public access.

Other Rental Websites: www.Apartments.com, www.forrent.com, www.apartmentguide.com

Short-term rentals (condos/apartments) are limited and expensive, \$1000-\$2,000 (average). Short-term rental houses are all but nonexistent.

Security deposits are normally equal to one (1) month's rent. Some landlords require first and last month's rent plus a security deposit.

Pets are normally not accepted by local landlords/owners. If pets are accepted, restrictions limit the type, size, and number of pets. A non-refundable pet fee/deposit may be required (average \$150-\$350).

Landlords/owners usually require and charge for an application/credit check, \$25-\$50 (non-refundable).

There are no mobile home parks on base. Mobile home parks are not readily available off base.

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UTILITIES / DEPOSITS / INSTALLATION COSTS:

- Telephone - Determined by the customer's credit report
- Cable/Satellite TV - Varies with the company chosen and the selected package options
- Natural Gas: \$50 plus non-refundable \$50 service fee
- Water: \$70 - \$120 (depends on the community)
- Electric: \$0.00-\$400.00 (based on your credit rating). **See important info deposit info below**

For active-duty members only, the HMO has a program with Florida Power and Light (FPL) to reduce your deposit to \$100.00. The active-duty member must be serviced by Patrick AFB, apply in person at the HMO, and provide a copy of their orders. The utility service needs to be in the active-duty member's name.

Once you have made your housing choice and call to establish your utility connections, you will be told if a deposit is required and the amount. If the amount is more than \$100.00, let the FPL representative know that you are active-duty military and will be applying for the reduced deposit program through the Patrick AFB housing office. You may have to pay your deposit up front. When FPL receives the reduced deposit paperwork, they will post a credit to your electric account for the difference between what you paid and the \$100.00. We have no programs for gas or water services. Visit the FPL website for more information at: <http://www.fpl.com/residential/electric/deposits.shtml>

Florida Power and Light: <http://www.fpl.com>

City of Cocoa Utilities: <http://www.cocoaf1.org/Index.aspx?NID=238>

Melbourne Utilities: <http://www.melbourneflorida.org/watercon>

FAIR HOUSING RULES: The Fair Housing Amendments Act of 1988 states it is illegal to discriminate against any person because of race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18), or disability in the sale or rental of housing or residential lots, in advertising the sale or rental of housing, in the financing of housing, in the provision of real estate brokerage services, and in the appraisal of housing. Blockbusting is a form of unlawful housing discrimination. More information is available at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws/yourrights

If a service member believes they have been discriminated against in housing, they are advised to immediately report the incident to the HMO. More information on policies and procedure is contained in AFI32-6001, DoD 4165.63-M, DoDI 1100.16, DoDD 1020.1 and AFJI 31-213. A member may take *any* of the four following steps in making a housing discrimination complaint:

- File a complaint through command channels, starting with the HMO. Be sure to include a detailed statement of the facts in the case. The problem can often be resolved at this level.
- File a complaint with the Fair Housing Continuum, Inc. at 4760 N US Highway 1, Suite 203, Melbourne, FL 32935. Phone number: (321) 757-3532.
- File a complaint directly to the Department of Housing and Urban Development (HUD) using HUD Form 903 (1/02) and/or to the Department of Justice (DOJ) in the United States. To file online go to: http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/online-complaint
- File a lawsuit in civil court.

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THE SEARCH PROCESS: Once you have decided what community you want to live in, drive around the area where the rental is located. You should get to know the surrounding areas at all times of the day. Most of us look for housing during the daytime hours. When you have narrowed down your choice of rentals, go back in the evening to see how the atmosphere has changed, how much lighting is in the area, the noise level, etc.

When visiting the apartment communities, you will probably be shown a model. If you only see a model, then ask if all the apartments are like the model or if each apartment has a different layout, colors, carpet, etc. You should always see the unit that you will be renting to make sure it is acceptable BEFORE you sign the lease. Be sure to walk through/around the property, check the laundry rooms, and if possible, ask other tenants for their opinion.

When looking at houses for rent, the landlord will normally set up an appointment for you to tour both the house and the grounds. While viewing the property, make a list of any questions you may have to discuss with the landlord/owner.

PRIOR TO MOVING IN: Be careful about making any deposits unless you have definitely decided to move into the unit. A tenant who puts down a deposit or holding money, but then decides not to occupy the unit, may not be entitled to a refund.

KNOW WHAT'S IN YOUR LEASE BEFORE SIGNING: Before signing a lease, please be sure you understand **All** the rights you are entitled to and limitations you will accept. **If you do not completely understand every clause in your lease, do not sign it!** You may contact the Base Legal office at 494-7357, for an appointment, to have your lease reviewed or for any legal assistance you may require.

MILITARY CLAUSE: Florida has incorporated a provision for the military in the Florida Statute, Chapter 83, "Florida Residential Landlord and Tenant Act", paragraph 83.682, "Termination of Rental Agreement by a Service Member". Breaking a lease can be extremely expensive and aggravating. There could be even more penalties involved depending on what's in your lease. Please read the "termination" paragraphs of your lease carefully, **they are not a catch all.**

Since it is voluntary to move into privatized housing from off base, you may want to consider including a separate clause to your lease to permit you to vacate the rental property in order to take privatized housing as long as you provide notice within 30-days.

MAKE SURE YOU KNOW IF THERE IS A TERMINATION FEE OR PENALTY FOR NOT FULFILLING THE LENGTH OF THE LEASE.

If you sign a lease for a specified amount of time, you are legally obligated to pay rent for the entire time. If an agreement is reached to let you out of the lease, **IT MUST BE IN WRITING** (check with Base Legal on the correct procedure and proper documentation). Remember; always keep a copy of any paperwork related to your rental agreement. At minimum you should know the following:

- Does the lease spell out the exact amount of rent due each month, when it is due, and whether or not there is a grace period (usually 3-5 days) in which to pay before a penalty is charged? Does the lease state the required form of payment (money order, cashier check, allotment, etc.) and does the lease provide the address or payment location? Is there a clause allowing your landlord to increase the rent before the lease expires?
- Does your lease clearly state the length of the rental (i.e. weekly, monthly, yearly)? What happens at the end of the original lease if you choose to stay? Can you stay and does the rent increase? Does the lease automatically renew and for how long? How much notice must be given by either party if the lease is not renewed or you choose to move? **Does the lease require you to give your vacating notice at a certain time and how much notice is required?** Remember to always give notice on time, in writing and have the

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landlord sign that they received the notice. You must also provide a forwarding address. You don't want to jeopardize your deposit refund or incur any additional costs.

- Does the landlord require a security deposit? Does the landlord require a pet deposit or pet fee? Is all or a portion of both deposits refundable when you move? Are there any termination fees? Does the lease require you to have the carpet cleaned or have a pest control company spray for flees?
- Is pest control service provided or is it your responsibility? If provided ask how the work will be accomplished. How often is the service provided, is an appointment made to gain access, and what type of chemicals will be used (will it be harmful to children or pets)?
- What are the conditions under which your landlord has the right to enter your rental apartment/house?
- Does the lease state who is responsible for repairs? Know the name and telephone number of the person to contact for repairs or are repairs to facility and furnishings your responsibility? If the landlord promises to make repairs/improvements, ask for it in writing. Unwritten or implied promises may not be kept.
- Are promises/agreements made to you verbally clearly spelled out in the lease? (Additions/deletions from the text of the lease must be initialed and dated by both you and your landlord.)
- Can you sublease the unit you are renting? If you are considering a roommate, can a person whose name is not on the lease share with you?
- Is the rental located in a "deed restricted" community, "homeowners association" or a 55+ community? If so, always obtain a copy of the restrictions for review before signing the lease.
- Know who maintains the yard, cuts the grass, etc. If it is your responsibility, determine your assigned area/boundaries. Does the landlord provide the equipment?
- Does the lease state who pays the utilities?
- Does your lease have any termination clauses or addendums? See Florida Statute Title VI (Civil Practice and Procedure), Chapter 83 (Landlord & Tenant), 83.682: Termination of rental agreement by a service member for specifics on military terminating their lease for PCS or TDY.
- If you give a landlord a deposit to hold an apartment or house and then change your mind, is your deposit refundable? Remember to have it in writing.

Make sure all blanks are filled in before you sign any type of paperwork. Anything that the landlord has agreed to do or allow must be in writing. Always get a copy of what you've signed, immediately. Once you sign a lease, you usually cannot cancel the lease without paying some hefty early termination fees.

BOTTOMLINE - *Get Everything in Writing!*

LIVING IN THE RENTAL: When you get the keys to your rental, tour your apartment/home and make a thorough checklist of the condition of the property, inside and out. Do this within the first 48 hours unless your contract states otherwise. Items to check for include carpet stains, cuts or burns on the countertops and floors, chips in porcelain, damage to wallpaper, overall cleanliness, and anything else that you might be held liable for when you move out. If in doubt, write it down!

All parties should sign a condition checklist BEFORE the lease is signed or put a clause in the lease stating both you and the landlord/manager will sign and date a condition checklist that will then become a part of the lease. Upon termination of your rental you should complete the move out inspection on the original form with

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the same individual if possible or their designated representative. Having a condition checklist signed and dated by the landlord/manager could make a difference in getting your deposit back.

If the damages are really noteworthy, take pictures. Remember that the person you deal with moving in might not be the person you deal with when moving out. Get the landlord to acknowledge receipt and date YOUR COPY of the condition checklist. This is usually your only protection when you move out for not being charged for damages that you did not do.

If there are any disputes, you will need to prove your case. CONDUCT ALL BUSINESS IN WRITING, GET ALL AGREEMENTS IN WRITING, and if you need a witness they should not be related to you.

Always pay your rent on time. If you're going to be out of town, make prior arrangements with the landlord. If something unexpected comes up and you know you're going to be late with the rent, don't wait for the landlord to track you down, go to the landlord as soon as you know there's going to be a problem. Hopefully your landlord will work with you, if not; the landlord may terminate the rental agreement.

INSURANCE: In many states the landlord is under no obligation to purchase any insurance coverage for the leased premises. You should always ask about any insurance coverage. If the landlord is to purchase the insurance, the tenant should inquire into the nature of the policy to be purchased.

Remember, if the premises are damaged or destroyed by fire due to the fault of the tenant and the landlord has insurance, the landlord will collect from the insurance company. In most of these cases, the landlord's insurance company will then sue YOU to recover the amount it paid the landlord. In addition, if the landlord has no insurance, then YOU may be sued directly.

At a minimum, you should consider obtaining fire insurance coverage. Many people choose to obtain a homeowner's policy specifically designed for rental property. These types of policies are offered by many insurance firms. Renters insurance not only protects against damage the tenant causes to the landlord's property, but also covers loss or damage to the renter's own furniture and belongings.

REQUESTING REPAIRS: Most properties will have an e-mail, website, and/or phone number to use for repair requests. If e-mail is used, recommend you keep a copy of your e-mail request until the repair(s) are completed. If using a website or phone number, recommend you make yourself a note as to when you called in the repair (date, time, what repair was for, and who you spoke with).

THE MOVING-OUT PROCESS: Don't forget to give the required written notice. Be sure to check your lease/agreement for any specified conditions or time periods. When giving your notice, ALWAYS put it in WRITING and get the landlord to acknowledge receipt and date YOUR COPY. Make sure to include a good forwarding address. If you mail your notice make sure you send it CERTIFIED mail (return receipt requested).

It is usually a good idea to talk with the landlord in person. There are normally 3 different times when a landlord may require notice to be given: prior to rent due date, no later than the rent due date, and 30-day's notice at any time during the month. The following are examples of how each type of notice will work in a given situation. Assume in each situation a 30-day notice is required and rent is due the first of the month.

- If notice must be given PRIOR to the rent due date, in order to be out of the rental by 31 July, you must give notice BEFORE 1 July. If you wait until the 1st of July, you can be obligated until 31 August.
- If notice must be given no later than the rent due date, then in order to be out by 31 July you must give notice no later than the 1st of July.
- If 30-day notice can be given at anytime of the month, and you gave notice on 10 July, then you would need to be out of the rental by 10 August. However, make sure this is how it works with your landlord. The

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landlord might actually count exactly 30-days, which means if you count the 10th of July your notice would expire 8 August.

Vacate notices can be tricky so make sure you understand exactly what is required of you.

Prior to moving out of your rental, schedule a checkout appointment with your landlord. Walk through the unit together. This way, if something is wrong you will be able to resolve the situation right away. Schedule your appointment a day or two prior to your actually having to turn in the keys, this way you have time to correct any problems. Have your condition checklist that you filled out when you move in with you!

SECURITY DEPOSITS: When you move out, your landlord must either return your deposit (plus interest if applicable, see Florida Statue 83.49) within 15 days of lease termination, or justify in writing, within the 30-day period, why they are keeping a portion or all of the money. The justification must be sent by certified mail to your last known mailing address. If the notice is not sent as required, within the 30-day period, the landlord forfeits his right to impose a claim UNLESS you failed to give proper notice prior to vacating. If the tenant objects to the landlord retaining all or a portion of the deposit, the matter may be taken to Small Claims Court.

PROBLEMS/LANDLORD DISPUTE: Report any problems or complaints you may have regarding a rental to the HMO 494-2594. We hope that the tips provided will prevent most of the potential problems that can be encountered in the rental market.

This rental briefing is not intended to be used to answer your individual problems, but merely to acquaint you with issues often raised when renting property. Legislative changes, court interpretations, and agency regulations may significantly affect this material. Since it is easier to advise a person how to stay out of or avoid trouble than it is to assist that person after he or she has gotten into it, you should make every effort to be conscious of those areas of the law which may affect you.

If you have any doubts or questions at all about the full consequences of anything you are contemplating, or are involved in, please contact an attorney. Remember, there is no reason to commit yourself to something you do not fully understand when professional help is available.

STANDARDS OF CONDUCT: Military personnel and their dependents, while occupying off-base housing, will abide by all local laws and ordinances and the provisions of leasing agreements which are binding contracts. They will extend the same respect toward local citizens and their property as is required while living on base. Failure to comply will tend to negate the substantial gains currently realized and the attainment of full community acceptance of all military personnel and their families.

The following reminders should be helpful in maintaining good tenant and landlord relationships thereby contributing to the continued enhancement of the image of military personnel and their families.

- Payment of rent and other fees by due date.
- Maintain the interior and exterior of your quarters properly.
- Control children and pets.
- Avoidance of damage to private property, but when damage does occur make necessary repairs or pay assessments promptly.
- Learning and abiding by all house rules, particularly in multiple dwelling units.
- Notify the owner or manager promptly of needed repairs.
- Avoiding disturbance of your neighbors by late evening noises.

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- Reading and coming to an understanding of all the terms of the leasing agreements, and abiding by them.
- Giving required notice to vacate occupancy in accordance with the contract you signed or Florida Law.
- Keep up the yard and exterior, as specified in the lease.
- Leaving the facilities in a clean undamaged condition, ready for immediate occupancy. This should be done even if it is not spelled out in the leasing agreement.

SCHOOL INFORMATION

Website: <http://www.brevard.k12.fl.us/>

Patrick AFB School Liaison Officer: Reginald Logan
 Phone: (321) 494-5676 (DSN 854)
 E-mail: reginald.logan@us.af.mil

RIVER'S EDGE AND OCEANSIDE HOUSING (On-base Housing)

Roosevelt Elementary (Theodore Roosevelt) (K-6)
 1400 Minuteman Cswy., Cocoa Beach FL
 (321)868-6660

DeLaura Middle School (7-8)
 300 Jackson Ave., Satellite Beach FL
 (321) 773-7581

Satellite High School (9-12)
 300 Scorpion Ct., Satellite Beach FL
 (321) 779-2000

PELICAN COAST HOUSING (Off-base Housing)

Holland Elementary (Spessard L. Holland) (K-6)
 50 Holland Ct., Satellite Beach FL
 (321) 773-7591

DeLaura Middle School (7-8)
 300 Jackson Ave., Satellite Beach FL
 (321) 773-7581

Satellite High School (9-12)
 300 Scorpion Ct., Satellite Beach FL
 (321) 779-2000