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LEASE REVIEW CHECKLIST

Armed Forces Housing Advocates
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INSIDE THIS CHECKLIST

**AFHA'S GUIDE FOR A
SUCCESSFUL MOVE
INTO YOUR MHPI
HOME**

WHO ARE WE & WHY USE A LEASE REVIEW CHECKLIST?

Armed Forces Housing Advocates serves military families of every branch across the continental US, Hawaii, and Alaska. We seek to empower 700,000 families living in privatized military housing through our direct advocacy services. Since May 2021, our advocates have helped more than 1,085 families across the nation with issues such as mold remediation, asbestos and lead exposure, window safety, ADA compliance, gas leaks, sewage leaks, and PCS homelessness. We provide direct advocacy services to educate families on their rights and empower them to become their own advocates to seek dispute resolution. Readiness starts with a safe home!

AFHA's Lease Review Checklist helps potential residents of MHPI-managed properties the best chance at gaining safe and habitable housing. Our comprehensive guide provides education on what to look for in your lease and potential new home, as well as in-depth explanations of applicable laws. While all sections may not apply to your specific situation, this list is made to be as comprehensive as possible.



GENERAL ITEMS

LOOK OUT FOR THESE COMMON ITEMS

- Term and Renewal: How long is the lease term? When does it renew and does it automatically renew? If receiving a lower than BAH rate on the home, does the rent change when renewed or does it move month-to-month? How much notice is required prior to terminating the lease?
- Renters Insurance – Are residents required to hold a renters insurance policy? If yes, what are the requirements for that policy? (AFHA advises all renters to have a renters insurance policy to protect themselves and their property)
- Move-In Condition – Are you being provided a sheet to fill out to provide the current “move-in” condition of your home? How long do you have to fill out the form? Will the issues found with the home on move-in be remediated by maintenance?
- Maintenance History – Are you being provided the 7-year maintenance history of your home prior to lease signing?



- Dislocation Policy – What is the policy in place for families that are dislocated from their homes due to circumstances outside of their control, such as repairs?
- Tenants Bill of Rights - How many rights are being offered to residents currently? Which ones are available? See reference guide to view all 18 rights.
- Right to Enter - Is this mentioned in the lease? How much notice does the company need to give prior to entering your home? If you put in a work order does that allow them permission to enter?
- Copy of lease - If your lease was signed electronically, can you get a physical copy of your lease? If signed in person, ensure they make you a copy for your records. AFHA suggests keeping a copy of your signed lease, even emailing yourself a copy to ensure it is not misplaced.



ENVIRONMENTAL

PROTECT YOURSELF FROM TOXIC EXPOSURES

- Asbestos – Does the home have asbestos containing material? Where is the asbestos containing material located in this home specifically? If yes, see reference guide on asbestos.
- Lead – Does the home have potential for lead-based paint? Was the home built prior to 1978? Where is the lead-based paint located? If yes, see reference guide on lead.
- Perimeter Soil - Does your lease have a clause specifying anything about your perimeter soil or limiting your exposure to the soil around your home? If yes, see reference guide on soil.
- Mold - What is the process for reporting mold? What standards are followed for the remediation of mold if mold is present? Does the Housing Company have a mold management plan they can provide you with that defines their protocols for handling mold within the home?
- Water Intrusion - Is water intrusion considered an emergency? How quickly should maintenance be assessing the damage?

SAFETY

MAKE NOTE OF SAFETY NETS IN THE HOME

- Fire and Carbon Monoxide – Do the homes have fire and carbon monoxide detectors?
- Windows – For those with young children: Are the windows on the second story below 42” from the floor to sill? If so, due to that being a safety hazard, can window guards be placed on those windows?

EFMP FAMILIES

ACCOMMODATIONS FOR DISABLED FAMILY MEMBERS ARE THE LAW

- If you are an EFMP family and could need an accommodation to your home or you require an ADA home, please see our reference section for more information.



REFERENCE GUIDE

This guide shares common terminology regarding MHPI housing. This document will be periodically updated—please check our website and social media for the most recent, applicable information.

Term and Renewal

Lease terms can be a variety of lengths, the most common being 1 year. If you have a deal or a “special” rate that is lower than BAH, make sure you pay attention to your lease end date. If your lease is coming up on renewal and you do not sign a new one, it may go month-to-month. Going back to the housing company and asking them to renew at the lower “special” rate for the full year lease is always an option and they may consider it, especially if occupancy rates are not high at your installation. This is also true if you are currently month-to-month or paying full BAH and coming up on renewal. Always ask if they have a special rate or deal prior to signing for the new lease!

If you want to move and need to give notice, make sure you are giving proper notice as outlined by your lease. They cannot charge you for breaking your lease terms if you are moving due to a billet change, falling under the Servicemembers Civil Relief Act (SCRA), but they can if it is outside of those terms. The only exception to this is if it is due to a life and safety hazard in your home. If this is the case and you need assistance, please contact one of our advocates.

Renters Insurance

Housing does not provide renters' coverage for their tenants, which means you need to purchase your own coverage. Individual housing companies have their own requirements on policy coverage. AFHA highly advises all renters to have a renters insurance policy to protect themselves and their property.

Move-In Conditions

Take photos and videos upon move-in and email them to housing along with a copy of the completed form provided to you, as part of your records to ensure you are protected upon move-out. This will ensure you have the best representation of the move-in quality of your home. Check under, and in, all cabinets, in utility closets, HVAC closets, and make sure you have full access to all areas of your home. If you are unable to access parts of your home like the utility closet, prior to move-in, ensure that maintenance unlocks that room and allows you to inspect and photograph that area. Also, make sure you have something in writing stating that you are not responsible for anything in the room that is locked, since you do not have access to the contents.



Dislocation Policy

If there are repairs needed that require displacement from the home, a policy should be in place to accommodate families. This should include some kind of housing, per diem, food allowance, BAH stoppage or back payment and utility/cable backpay. This policy should exist already and be readily available upon request.

Maintenance History

This is a right provided to military housing tenants under the Tenant Bill of Rights. This should be provided to you upon request and should include at least 7 years of maintenance history. If you are denied, get the denial in writing and contact one of our advocates immediately, as some companies are not complying with this right.

Asbestos

Request to see a HAZARD MAP of your home so you are aware of the locations of the asbestos- this ensures you are aware of the exact location of asbestos and you are mindful to not disturb it. If you do happen to disturb the area, you are able to immediately report any necessary maintenance issues.

For more information on asbestos visit the EPA website here: <https://www.epa.gov/asbestos>

Lead

Request to see a HAZARD MAP of your home so you are aware of the locations of any lead-based paint- this ensures you are aware of the exact location of lead-based paint and you are mindful to not disturb it. If you do happen to disturb the area, you are able to immediately report any necessary maintenance issues.

According to the EPA, "deteriorating lead-based paint (peeling, chipping, chalking, cracking, damaged, or damp) is a hazard and needs immediate attention."

If you see paint like this in your home and it was built prior to 1978, AFHA recommends getting your children's blood lead levels tested to ensure they have not come into contact with lead, as well as if you are pregnant. Additionally, only a certified company should be handling lead based paint, not just the standard maintenance employee.

Please contact AFHA if you have lead-based paint concerns, as this can be an immediate danger to your health.

Perimeter Soil

Perimeter soil at some installations may house hazardous contaminants that can adversely impact your health. If your lease warns to not disturb your perimeter soil, but you are also required to maintain any of the landscape around your home, this is a contradiction and will need to be rectified. If your perimeter soil is unsafe, you should not be required to maintain your flower beds or be required to weed your properties, as it would be unsafe to do so.

Mold

Look in areas where mold/moisture would likely occur. Walk the home looking up at the ceilings and into the corners of every room. Pay extra attention to window sills and the ceilings above bathtubs and showers. Look beneath each sink faucet in the cabinet for signs of previous water leaks. If shower access panels are present, look inside the access door. Look for any discoloration on the floor surrounding each toilet, bathtub and shower. Pull out or look under the dishwasher and refrigerator. Check the attic and basement rafters for signs of mold using a flashlight. Look in each HVAC vent for signs of excessive condensation and mold growth. This is easy to accomplish by sticking a cell phone inside the vent while recording. If able, ask to inspect the coils of the HVAC unit for mold, debris, and dust.

Fire Safety and Carbon Monoxide Detectors

Upon move-in, test all fire alarms and carbon monoxide detectors. AFHA recommends that you inquire when the last time the dryer vent was inspected or cleaned. Ask if any fire places are permitted to be used and last time they were inspected and/or cleaned. Check all dates on fire extinguishers and smoke detectors.

Electrical

If your outlets are hot to the touch, sparking, or stop working without cause, please put in an emergency work order for electrical issues. If your outlets have burning of any kind, please contact your local fire department. Faulty wiring is dangerous and needs to be dealt with by professionals- certified electricians are required to perform most electrical work in most states.

RIGHTS AND LAWS

This guide shares the rights and laws an MHPI resident can reference while residing in their home. This document will be periodically updated-please check our website and social media for the most recent, applicable information.

Window Safety-Evan's Law

Safety of children in your home is of paramount importance. Since 2017, the Department of Defense has recorded at least 20 window falls of small children in Navy-affiliated housing alone. The true numbers are still unknown-while we continue to work on the legislation to fix this issue, please be aware of your right to a window fall prevention device in your home. In the FY22 NDAA, the newest language AFHA supported, and was signed into law, states that Evan's Law is now applicable to all MHPI homes.

If you have a second floor in your home, and your window sills measure 42 inches or less from sill-to-floor, ask for a window guard. While we cannot, and do not, promote any specific brand of safety device, the most commonly requested device amongst residents has been a Guardian Angel Window Guard, or a similar device. The key is to ask for a passive barrier, NOT a window opening control device (i.e. an angel vent-lock, limiter, etc.).

If you have requested the devices and documented your request in writing, and housing will not provide a guard, please contact AFHA for assistance. If housing asks you to pay for a window safety device, please cite the following from Evan's Law:

Fiscal Year 2018, National Defense Authorization Act:

2) GRANTS.—The Secretary concerned may carry out the program under this subsection by making grants to private entities to retrofit or replace existing windows, in accordance with such criteria as the Secretary may establish by regulation. (3) USE OF OPERATIONS FUNDING.—The Secretary may carry out the program under this subsection during a fiscal year with amounts made available to the Secretary for family housing operations for such fiscal year. (b) EFFECTIVE DATE.—The amendments made by this section shall apply with respect to fiscal year 2019 and each succeeding fiscal year.



EFMP and Housing Waitlist

There are some circumstances that may move families who are part of EFMP to the top of the waitlist for accessible housing or housing in general—you will need to provide the required EFMP paperwork.

*Not all installations move EFMP families to the top of the waitlist.

DOD Policy (DoD Manual on Housing Management)

"Special Needs. No family shall be discriminated against in the assignment of DoD family housing because of disability requirements. At least 5 percent of the total military family housing inventory (no less than one house) at an installation shall be accessible or readily and easily modified for use by persons with disabilities. When needs exist, modifications to housing shall be accomplished on a high-priority basis (regardless of the inventory of accessible units in use) to ensure assignment of housing at least as soon as it would have been otherwise available. In addition, persons with disabilities must have access to programs and activities conducted in public entertainment areas of DoD family housing and in support facilities provided for DoD family housing occupants, in accordance with section 794 of title 29, U.S.C. (Reference (r)). In locations with more than one installation (e.g., joint bases), provisions should be made, where possible, to provide increased access to housing and related services to families with special needs."

*When accepting a home ask to receive in writing if the home is accessible (ADA compliant) or readily and easily modifiable.

Americans with Disabilities Act (ADA)

The ADA prohibits discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. It also applies to the United States Congress. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability. An individual with a disability is defined by the ADA as a "person who has a physical or mental impairment that substantially limits one or more major life activities, a person who has a history or record of such an impairment, or a person who is perceived by others as having such an impairment." The ADA does not specifically name all of the impairments that are covered.

Fair Housing Act

The Fair Housing Act, as amended in 1988, "prohibits housing discrimination on the basis of race, color, religion, sex, disability, familial status, and national origin." Its coverage includes private housing, housing that receives Federal financial assistance, and State and local government housing. It is unlawful to discriminate in any aspect of selling or renting housing or to deny a dwelling to a buyer or renter because of the disability of that individual, an individual associated with the buyer or renter, or an individual who intends to live in the residence. Other covered activities include, for example, financing, zoning practices, new construction design, and advertising.

The Fair Housing Act requires owners of housing facilities to make reasonable exceptions in their policies and operations to afford people with disabilities equal housing opportunities. For example, a landlord with a "no pets" policy may be required to grant an exception to this rule and allow an individual who is blind to keep a guide dog in the residence. The Fair Housing Act also requires landlords to allow tenants with disabilities to make reasonable access-related modifications to their private living space, as well as to common use spaces. (The landlord is not required to pay for the changes.) The Act further requires that new multifamily housing with four or more units be designed and built to allow access for persons with disabilities. This includes accessible common use areas, doors that are wide enough for wheelchairs, kitchens and bathrooms that allow a person using a wheelchair to maneuver, and other adaptable features within the units.

*Complaints of Fair Housing Act violations may be filed with the U.S. Department of Housing and Urban Development.

Section 504 of the Rehabilitation Act of 1973

Under the Section 504 of the Rehabilitation Act of 1973, it is unlawful to refuse to make reasonable accommodations to rules, policies, practices, or services when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling and public and common use areas. Reasonable accommodations also include any structural changes that may be necessary. Under Section 504, reasonable accommodations must be provided and paid for by the housing provider unless providing them would be an undue financial and administrative burden or a fundamental alteration of the program. In such cases, the provider is still required to provide any other reasonable accommodation up to the point that would not result in an undue financial and administrative burden on the particular recipient and/or constitute a fundamental alteration of the program.

Protecting Military Families with Disabilities Act

FY22 NDAA, Section 2813: *Applicability of Disability Laws To Privatized Military Housing Units and Clarification Of Prohibition Against Collection From Tenants Of Amounts In Addition To Rent.*

This now clarifies that MHPI companies must provide disability-required home accommodations and/or modifications at no cost to the tenant.

Examples of modifications include, but are not limited to:

- Wheelchair ramps
- Removal of carpet for mobility aids or allergies
- Locks on doors or fenced yard for eloping
- Window guards
- Lowered or roll up counters/sinks/cabinets
- Accessible shower
- Visual doorbells, smoke, CO2 detectors
- Electric stair lift chair when placed in 2 story home
- Door levers instead of knobs
- Grab bars
- Handrails



TENANT BILL OF RIGHTS

"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."

Effective 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 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.
4. 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.
5. 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.
6. 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.



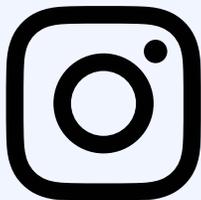
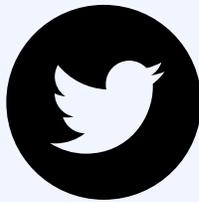
7. The right of access to a Military Tenant Advocate or a military legal assistance attorney, through the housing management office of the installation of the Department at which the housing unit is located to assist in the preparation of requests to initiate dispute resolution.
8. The right to receive 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. The right to not pay non-refundable fees or have application of rent credits arbitrarily held.
15. 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
16. The right to be provided with a 7-year maintenance history of the prospective housing unit before signing a lease.
17. 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.
18. The right to withhold rent. The tenant may request that all or part of the payments for lease of the housing unit be segregated and not used by the property owner, property manager, or landlord pending completion of the dispute resolution process.

NEED HELP?

Get in touch with the AFHA team today!
Readiness starts with a safe home.



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