

# WELCOME *to* *your* RIGHTS!



Enclosed are the 18 rights afforded to military members and their families residing in privatized military housing.

"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."

# Tenant Bill of Rights

## 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.



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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.

