



Army Housing Office Plain Language Brief (PLB)

☆☆☆☆ WE ARE THE ARMY'S HOME ☆☆☆☆



- The Joint Base Lewis-McChord Army Housing Office (AHO) 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 both on and off the installation
- The Army Housing Officer reports directly to the Director, Public Works and garrison leadership
- The AHO provides oversight of the privatized project to privatized housing company managing on post housing and provides tenant/landlord dispute services
- The garrison Housing Service Office (HSO) provides referral services to Service Members and Families that reside or are seeking to reside off the installation
 - Garrison Leadership:
 - Garrison Commander: Col. Kent W. Park
 - Garrison Command Sergeants Major: Command Sergeant Major Kenne P. Hanson
 - Garrison Deputy Garrison Commander/Manager: Mr. David Fullmer
 - Garrison Army Housing Officer (AHO): Ms. Elizabeth Wilson
 - Army Housing Residential Communities Office : Mr. Robert Wind



- Liberty Military Housing is the privatized company that owns and manages the Family Housing on this installation
 - Liberty Military Housing is the private partner and managing member for JBLM housing.
 - Liberty Military Housing 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.
- Liberty Military Housing Contacts:
 - Regional Vice President: Vacant
 - Regional Property Managers: Donna Gadberry, Amber Smith & Tatiana Strench
 - Maintenance Director: Gregory Beeler

District	Main Line	Email
Lewis Main	(253) 912-3460	lewismain@livelmh.com
Lewis West	(253) 912-3493	Lewiswest@livelmh.com
Lewis East	(253) 912-3485	lewiseast@livelmh.com
Lewis North	(253) 912-3475	lewisnorth@livelmh.com
McChord Field	(253) 589-0523	mcchord@livelmh.com
Discovery Village	(253) 292-6100	discoveryvillage@livelmh.com
Mt. Baker	(253) 300-5299	mt.baker@livelmh.com
Leasing Center	(253) 912-2112	leasingervicecenter@livelmh.com



The Military Housing Privatization Initiative *Tenant Bill of Rights* requires the garrison AHO 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
 - **The Joint Base Lewis-McChord Army Housing Office (AHO) serves as your Military Tenant Advocate.**
 - Army Housing Office Branch Chief: 253-966-2888 (Primary)
 - Housing Manager: 253-966-3217 (Alternate)
- **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.
 - Liberty Military Housing
 - Liberty At Your Service (Maintenance): 888-578-4141
 - Maintenance Shop Location: 7910 Plant Road
 - Maintenance Website: www.LMHResidents.com (resident access)
 - Maintenance App: **Liberty At Your Service** available in App Store or Google play
- **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, to 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.
 - SJA Legal Assistance Office for Lewis Main: 253-477-1873
 - SJA Legal Assistance Office for McChord Field: 253-982-5513



- **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 - \$250 Pet Deposit (per pet)
- **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 garrison Army Housing office, installation 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. The resident handbook can be found online:
https://issuu.com/lewismcchordcommunities/docs/resident_handbook
- **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.



Section 3.A: Tenant shall be deemed to have accepted the Move-In/Move-Out Inspection Form (Schedule 5) completed by the Owner” from the sixth sentence thereof and replacing it with the following: "Tenant shall be deemed to have authorized the servicing Military Housing Office to sign and accept such Move-In/Move-Out Inspection Form (Schedule 5) completed by Owner and the servicing Military Housing Office on Tenant’s behalf. Tenant shall be provided a copy of the signed Move-In/Move-Out Inspection Form.

Section 4.B: 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 the Owner’s online/website or smart device application (e.g., Rent Café resident portal).

Section 4.C: Any refund due to Tenant will be made within twenty-one (21) days after the termination of the Lease and vacation of the Premises or, if the Tenant abandons the Premises, within twenty-one (21) days after Owner learns of the abandonment.

Section 6: Except in the case of emergency or if it is impracticable to do so, Owner shall give Tenant at least two (2) days’ written notice of its intent to enter in accordance with applicable law and shall enter only during the normal business hours set forth in the Community Guidelines & Policies, or at any other time as agreed upon by Tenant. Such written notice shall state the exact time and date or dates of entry or specify a period of time during that date or dates in which the entry will occur, in which case the notice must specify the earliest and latest possible times of entry. The notice must also specify the telephone number to which the Tenant may communicate any objection or request to reschedule the entry.



Liability (Section 10.B):

Any waiver or limitation of liability of Owner and Community Manager described in Section 10.B are subject to, and limited by, any provisions of RCW 59.18.230 to the contrary. Tenant agrees to obtain and maintain at all times during the term of this Agreement, at Tenant's expense, liability insurance with a minimum coverage of \$100,000 to protect Tenant from claims for property damage and physical injury caused by or to Tenant, or Tenant's family member(s), invitees or guests. Upon execution of this Agreement and thereafter upon request of Landlord, Tenant will provide Landlord with evidence of the required insurance coverage, which shall name Landlord as an interested party. Landlord also strongly encourages Tenant to obtain property insurance to cover losses or damage to personal property.

Resident acknowledges that: (a) Landlord's insurance does not cover the loss of or damage to Tenant's personal property, and (b) Tenant's failure to maintain the insurance required by subsection (b) above may result in Tenant being liable to Landlord and others for loss or damage caused by Tenant's actions or those of any family member(s), invitees or guests of Tenant



- The ***informal dispute resolution process*** is a measured approach intended to resolve disputes at the garrison 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 AHO.
 - An ***informal dispute resolution*** form is available at the AHO and on-line at <https://home.army.mil/lewis-mcchord/index.php/my-Joint-Base-Lewis-Mcchord/all-services/Housing-Home>
 - Tenants may also visit the garrison **Installation legal office** to seek assistance in completing the ***informal dispute resolution*** form.
 - The garrison commander 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 AHO and on-line at <https://home.army.mil/lewis-mcchord/index.php/my-Joint-Base-Lewis-Mcchord/all-services/Housing-Home>
- The tenant may submit a completed **formal dispute resolution** request form with any documents that support the dispute to the AHO. 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 individual who qualifies 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.



The goal of the HSO is to implement and maintain a high quality worldwide resource for relocation services that is innovative, comprehensive, and the first choice of information and support when Soldiers and families relocate.

- Non-discriminatory listings of adequate and affordable rental and for-sale housing
- Administration of the Rental Partnership Program (RPP)
- Counseling/referral on eligible installation services, e.g., legal, education, Exceptional Family Member Program
- Preliminary inquiries to validate housing discrimination complaints
- Liaison with community and government officials / organizations on and off post
- Housing data exchange with other DoD housing offices
- Home buying counseling
- Landlord-tenant dispute resolution
- Basic Allowance for Housing (BAH) data submission
- Administrative assistance with utility company fees/deposits, connections, and billings
- Informational briefings (in- and out-processing, entitlements), community outreach
- Liaisons with Army Community Services in support of the Housing Relocation Assistance Program



- 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)
- 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)



Liberty Military Housing Work Order Process

- To alert the Landlord (Liberty Military Housing) of maintenance issues:
 - Emergency or Urgent work orders – Call in immediately to: (888) 578-4141
 - Routine work orders – enter online through the Resident Portal

The Resident Portal is available online at www.LMHResidents.com or download the Maintenance App: **Liberty At Your Service** available in App Store or Google play

- Track progress of work orders by viewing information in the portal or Resident App
- Work order or maintenance ticket will be closed once tenant and Garrison Housing Office signs off stating that the work was completed
- Important to contact Liberty Military Housing to report maintenance issues right away
- Contact Liberty Military Housing to report emergency, urgent, routine work orders, trouble calls, safety concerns, or resident compliance issues

