



COMDTPUB P11101.14

JUL 23 1998

COMMANDANT PUBLICATION P11101.14

Subj: COAST GUARD LEASED HOUSING PROCEDURAL GUIDE

1. PURPOSE. This publication provides detailed guidance and procedures for effective management of the Coast Guard Leased Housing Program.
2. ACTION. Area Housing Officers (AHOs) shall ensure their Local Housing Officers (LHOs) and Housing Representatives (HRs) are aware of the contents of this publication.
3. DISCUSSION. This is one of several planned Housing Program publications providing detailed program guidance and procedures. This Guide will assist AHOs, LHOs, and HRs (especially those new to the Program) with common Leased Housing Program procedures. Seek AHO guidance on issues not addressed in this Guide. Additionally, this Guide was written to promote cost-awareness for effective Leased Housing Program management with limited budgetary funds. Many commands already have effective local procedures that work and have worked for a long time. Examples provided in this Guide are not intended to replace current local procedures and can easily be replaced with local examples. Housing Management Information System (HMIS) database procedures were not duplicated in this Guide except where absolutely necessary. Refer to the HMIS User Guide for detailed HMIS procedures.
4. FORMS AVAILABILITY. Forms referred to in this Guide are available from appropriate sources listed in the Catalog of Forms, COMDTINST M5213.6 (series). The Housing Management Information System (HMIS) database automatically produces the Coast Guard Residential Lease (CG-5571), the Coast Guard Residential Lease General Provisions (CG-5571A), and the Modification to Contract (CG-5571B). Sample reports, such as inspection reports, are provided only as references for creating local reports.

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5. PROCEDURES. This publication is a "ready reference" that augments the Coast Guard Housing Manual, COMDTINST M11101.13 (series). It can easily be locally reproduced and should be used in all Leased Housing Program training sessions. Suggest improvements and changes to Commandant (G-WPW-1).



NANCY Q. RAUM
DIRECTOR OF PERSONNEL MANAGEMENT
Acting



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Acronyms

Acronym

Description

AHA	Area Housing Authority
AHO	Area Housing Officer
AOR	Area of Responsibility
BAH	Basic Allowance for Housing
DITY	Do It Yourself
DOD	Department of Defense
FINCEN	Finance Center
FLH	Family Leased Housing
HHG	Household goods
HMIS	Housing Management Information System
HR	Housing Representative
HR SIC	Human Resources Services & Information Center
INCONUS	Within Continental United States
IO	Investigating Officer
ISC	Integrated Support Command
LHA	Local Housing Authority
LHCO	Leased Housing Contracting Officer
LHO	Local Housing Officer
MLC	Maintenance & Logistics Command
NMHC	National Median Housing Cost
OMB	Office of Management and Budget
OUTCONUS	Outside Continental United States
PAA	Pay Adjustment Authorization
PCS	Permanent Change of Station
PERSRU	Personnel Reporting Unit
SOP	Standard Operating Procedure
SPEAR	Strategize, Publish, Engage, Act, and Review
THA	Total Housing Allowance
THC	Total Housing Cost
UPH	Unaccompanied Personnel Housing
UPLH	Unaccompanied Personnel Leased Housing



Chapter 1

Overall Program Management

Overview

Introduction

This chapter provides overall Leased Housing Program guidance and describes Program procedures.

In this chapter

Section	Title	See Page
A	Maintaining Ethical Standards	1-A-1
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Section A

Maintaining Ethical Standards

Introduction

As Government officials, all members assigned to the Coast Guard Housing Program have positions of trust and responsibility that require them to observe the highest ethical standards.

Reference

- *Coast Guard Housing Manual*, COMDTINST M11101.13 (series), Art. 3.A.8.
-

AHO, LHO, and HR responsibilities

Maintain high ethical standards by refraining from any action others might interpret as a partial or complete conflict of interest and conduct yourself professionally beyond reproach.

Rule of thumb

Conduct yourself so you would willingly make a full public disclosure of your actions. If you question your own best judgment, seek assistance. District and MLC legal offices provide legal assistance to all members assigned to the Housing Program.

Punishment and penalties

Severe punishment and penalties may be imposed on individuals who do not observe high ethical standards and conduct in all official actions.

Procedures

Observe these and other ethical standards in performing official duties:

- Do not use the housing office for private gain
 - Ensure fair and equal treatment to all housing applicants without regard to race, color, religion, national origin, sex, or marital status
 - Promote Government efficiency or economy
 - Make Government decisions within official channels, do not make or recommend official decisions in which you have a financial interest
 - Keep proprietary or source selection information confidential; do not disclose it to unauthorized sources
 - Reject any gratuity, gift, favor, entertainment, loan, or anything of monetary value offered as a result of official duties
 - Do not represent a party in any matter, including a claim or contract, in which the United States has an interest
 - Do not conspire to defraud the Government
 - Do not give preferential treatment to Lessors; spread leases among different Lessors
-



Section B

Area Housing Officers' Leased Housing Budgeting

Introduction	Limited to annual Congressional appropriations, Leased Housing Program funding is not guaranteed. Area Housing Officers (AHOs) must properly plan and budget for these limited funds.
Reference	<ul style="list-style-type: none">• <i>Coast Guard Housing Manual</i>, COMDTINST M11101.13 (series), Sec. 7.F through H.
AHO responsibilities	Annually plan, request, allocate, and obligate leased housing funds.
Local housing costs	Comprehensive and accurate local housing rental cost information is vital to plan and budget leased housing funds properly. AHOs should ensure Local Housing Officers (LHOs) and Housing Representatives (HRs) annually conduct and submit local housing market surveys in accordance with Section 1-C procedures.
Government-owned quarters' availability	When developing annual leased housing budgets consider all Government-owned quarters within a one-hour, one-way commute of a member's duty station. Leased housing is not an option when adequate Government-owned quarters are available.
Annual funding request	Submit annual leased housing budget requests each year in accordance with Commandant (G-WPW-1) guidance. Generally requests are due by 1 July for the upcoming fiscal year.

Continued on next page

Area Housing Officers' Leased Housing Budgeting, Continued

Annual leased housing allocations

Annually, Commandant (G-WPW-1) will provide AHOs leased housing allocations including:

ITEM	DESCRIPTION
Maximum funding level	Total funds available for leases for a given fiscal year.
Average cost limitation	The average maximum cost (rent and utilities) of all leases.
Lease allocation	The recommended number of leases an AHO is expected to maintain based on the maximum funding level and the average cost limitation. An AHO may exceed this recommended number of leases provided he or she remains within the maximum funding level.

Procedures

Perform these steps to request annual leased housing funds:

Step	Action
1	Request LHOs to furnish their leased housing need forecasts by 1 June.
2	Review and validate LHO leasing area needs.
3	Submit annual leased housing budget request each year in accordance with Commandant (G-WPW-1) guidance. The upcoming fiscal year's requests generally are due by 1 July.
4	On receiving allocations, distribute based on leasing area needs.

Section C

Determining Local Housing Costs

Introduction

Local housing cost surveys:

- provide current information on rental market conditions
- establish baseline costs used to determine eligibility
- support exemption requests, and
- justify allocation requests.

Do not consider availability of housing units when determining local housing costs.

Reference

- *Coast Guard Housing Manual*, COMDTINST M11101.13 (series), Sec. 7.B.
-

LHO and HR responsibilities

Annually, usually before the SPEAR transfer season or when the AHO directs, the LHO or HR conducts local housing cost surveys for each leasing area and provides data to the AHO. This responsibility does not relieve the LHO or HR from constantly monitoring current local housing market conditions.

Procedures

Perform these steps to develop an eligibility matrix:

Step	Action
1	Determine distance member can travel to and from command in one hour.
2	Obtain rental cost information from apartment complexes, realtors, renters' guides, newspapers, surveys, internet web sites, and other sources.
3	Categorize units by number of bedrooms.
4	Eliminate units clearly inadequate.
5	Eliminate units exceeding maximum standards or having unauthorized amenities.
6	Contact local utility companies and determine standard utility costs (except telephone and cable television) for each unit size (number of bedrooms).
7	Add standard utility costs to each unit size.
8	Forward cost data to AHO.



Section D

Developing Baseline Matrices

Introduction

Baseline matrices provide quick, easy-to-use leased housing information showing eligible pay grades for various-sized leased housing units in specific areas. They are a starting point for locating cost-effective leases.

Reference

- *Coast Guard Housing Manual*, COMDTINST M11101.13 (series), Sec. 7.B.

AHO responsibilities

Prepare and provide leased housing baseline matrices to LHOs for their prospective leasing areas. Do not consider the costs of existing leases when developing baseline matrices.

Procedures

Perform these steps to develop an baseline matrix:

Step	Action
1	Review local housing cost survey for completeness and accuracy.
2	Add total cost of rent and utilities for the most cost-effective and adequate one-bedroom unit.
3	Repeat step 2 for the most cost-effective and adequate two-, three-, and four-bedroom units.
4	Add BAH + 20% of National Median Housing Cost (NMHC) out-of-pocket for all paygrades with and without dependents to get the Total Housing Allowance (THA). <u>Note:</u> Commandant (G-WPW-1) provides the Basic Allowance for Housing (BAH) and 20% of NMHC out-of-pocket values to AHOs.
5	Develop a matrix similar to the sample on Page 1-D-2 for all leasing areas.

Continued on next page

Developing Baseline Matrices, Continued

Sample FLH and UPLH baseline matrix

FLH AND UPLH BASELINE MATRIX						
LEASING AREA: ANYWHERE, VA						
PAY GRADE	WITH DEPENDENTS			WITHOUT DEPENDENTS		
	BAH	20% OF NMHC	THA	BAH	20% OF NMHC	THA
E-1	\$507.66	\$107.80	\$615.46	\$360.70	\$107.80	\$468.50
E-2	\$507.66	\$114.60	\$622.26	\$361.30	\$114.60	\$475.90
E-3	\$517.77	\$122.00	\$639.77	\$391.24	\$122.00	\$513.24
E-4	\$546.01	\$136.40	\$682.41	\$381.54	\$136.40	\$517.94
E-5	\$610.79	\$159.00	\$769.79	\$426.54	\$159.00	\$585.54
E-6	\$650.75	\$176.00	\$826.75	\$442.96	\$176.00	\$618.96
E-7	\$712.15	\$188.60	\$900.75	\$495.00	\$188.60	\$683.60
E-8	\$749.88	\$201.80	\$951.68	\$566.37	\$201.80	\$768.17
E-9	\$793.21	\$223.00	\$1,016.21	\$601.66	\$223.00	\$824.66
W-1	\$744.77	\$165.40	\$910.17	\$566.02	\$165.40	\$731.42
W-2	\$756.75	\$194.00	\$950.75	\$594.00	\$194.00	\$788.00
W-3	\$802.68	\$210.00	\$1,012.68	\$652.78	\$210.00	\$862.78
W-4	\$837.07	\$228.00	\$1,065.07	\$742.15	\$228.00	\$970.15
O-1E	\$738.93	\$191.20	\$930.13	\$548.31	\$191.20	\$739.51
O-2E	\$757.09	\$207.60	\$964.69	\$603.56	\$207.60	\$811.16
O-3E	\$813.47	\$231.20	\$1,044.67	\$688.63	\$231.20	\$919.83
O-1	\$685.10	\$161.00	\$846.10	\$504.95	\$161.00	\$665.95
O-2	\$739.23	\$176.20	\$915.43	\$578.40	\$176.20	\$754.60
O-3	\$788.75	\$209.40	\$998.15	\$664.43	\$209.40	\$873.83
O-4	\$913.07	\$257.60	\$1,170.67	\$793.99	\$257.60	\$1,051.59
O-5	\$1,040.69	\$291.40	\$1,332.09	\$860.74	\$291.40	\$1,152.14
O-6	\$1,064.19	\$322.40	\$1,386.59	\$881.02	\$322.40	\$1,203.42
TOTAL HOUSING COSTS (THC)			NOTE:			
ONE BEDROOM		\$600.00	MEMBER'S THC MUST EXCEED THA TO BE INITIALLY ELIGIBLE.			
TWO BEDROOM		\$650.00				
THREE BEDROOM		\$750.00				
FOUR BEDROOM		\$900.00				

Section E Requesting Exemptions

Introduction	Exemptions allow deviations from established leased housing policy guidance. However, they are the exception rather than the rule.
Reference	<ul style="list-style-type: none">• <i>Coast Guard Housing Manual</i>, COMDTINST M11101.13 (series), Sec. 7.C.
LHO and HR responsibilities	Request exemptions from the appropriate approving authority via the chain-of-command fully documenting need before assigning leased housing.
Approving authority	Commandant (G-WPW-1) approves all blanket exemption requests. AHOs approve individual exemption requests except those Commandant (G-WPW-1) must approve in accordance with established policy. Most individual exemption requests should be considered in conjunction with input from relevant Work-Life Dependent Resource Coordinators or Family Program Administrators

Continued on next page

Requesting Exemptions, Continued

Types and approving authority

Type	Definition	Examples (not all-inclusive)
Blanket	An exemption from leased housing acquisition, eligibility, or assignment policy that includes ALL leases or a specific type of lease in a specific geographic area.	<ul style="list-style-type: none"> • exceed administrative cost ceiling in geographic area • exceed minimum bedroom requirement in geographic area
Individual	An exemption from leased housing acquisition, eligibility, or assignment policy involving only one lease or one member.	<ul style="list-style-type: none"> • exceed number of bedrooms for which qualified * • lease single family homes because of non-availability of apartments, townhouses, and condominiums * • exceed normal housing unit net square footage standards * • lease five-bedroom units * • exception to eligibility requirements • lease from Federal employees
* These individual exemptions require approval from Commandant (G-WPW-1).		

Procedure

Forward exemption requests to the appropriate approving authority via the chain-of-command. Email requests are acceptable. At a minimum, requests must include:

- Member's name
- Pay grade
- Dependents by age and gender
- Cost of housing unit (rent and utilities)
- Size (sq. ft.), number of bedrooms, and address of prospective housing unit
- Special requirements

Section F Processing Damage Claims

Introduction

Lessors make formal damage claims in writing and ~~normally~~ submit them to the Leased Housing Contracting Officer (LHCO) in accordance with Residential Lease General Provisions. The Contract Disputes Act of 1978, amended in October 1994, created a six-year statute of limitations on submitting damage claims

Note: When damage is discovered and it's apparent the member's negligence caused the damage, AHOs and LHOs should encourage leased housing occupants to negotiate a damage settlement between themselves and Lessors (an *informal process*) to avoid having the Coast Guard enter into a formal damage claim process.

References

- *Coast Guard Housing Manual*, COMDTINST M11101.13 (series), Art. 7.D.9.
 - *Coast Guard Claims and Litigation Manual*, COMDTINST M5890.9 (series).
 - *Administrative Investigations Manual*, COMDTINST M5830.1 (series).
 - *Marshall and Swift Home Repair and Remodel Cost Guide*, or other suitable guide.
-

LHCO responsibilities

The LHCO is the only person authorized to negotiate formal damage claim settlements with Lessors. In most cases, the LHCO is the AHO.

The LHCO ultimately determines the cause of the damage and member's liability, if any. Section 1-G separately covers recouping funds from members held liable for damage to leased housing.

Time limit

The LHCO is obliged to offer a settlement within 60 days of receiving a properly submitted, complete damage claim.

Continued on next page

Processing Damage Claims, Continued

Investigating damage claims

When an LHCO receives a valid claim, he or she requests the responsible Local Housing Authority (LHA) to assign an Investigating Officer (IO) to investigate it (☛ Page 1-F-6). The IO should complete the investigation promptly (within 15 days) because the LHCO has a time limit within which to offer a settlement.

At a minimum, the investigation should include:

- Original of all inspection reports
- Photographs and/or video tape of damage
- Copy of Lessor's damage claim
- Facts, opinions, and recommendations

Member's statement

The LHCO also provides a copy of the valid claim to the member(s), who may submit a statement on their own behalf (☛ Page 1-F-7).

Determining liability

The occupant or Coast Guard can be found liable for all, some, or none of the damage.

The occupant is liable for damage to a leased housing unit if damage was caused by his or her abuse or negligence, or by that of the occupant's family, guests, or pets.

Neither the Coast Guard nor the occupant is liable for damage caused by normal wear and tear.

If the LHCO cannot determine which occupant of an Unaccompanied Personnel Leased Housing (UPLH) unit is liable, the LHCO should hold all assigned occupants solely liable for damage in each of their bedrooms and jointly liable for damage to other areas.

The LHCO should consult the servicing Legal Office for assistance when necessary.

What is normal wear and tear?

Normal wear and tear is damage caused by reasonable use of the housing unit. Some examples are:

- Six-year old carpet has noticeable path leading to doorway of room
- Small nail holes in walls that can be filled and painted

Continued on next page

Processing Damage Claims, Continued

What is abuse?

Abuse is any intentional or unintentional act or failure to act a reasonable person would expect to result in damage to a housing unit. Some examples are:

- Having a pet when Lessor does not allow pets
 - Holes in walls or doors caused by punching or kicking
-

What is negligence?

Negligence is any intentional or unintentional act or failure to act a reasonable person would expect to create a high risk of damaging a housing unit. Some examples are:

- Occupant notices a leak in the bathroom, but fails to report it to Lessor, resulting in extensive damage to subfloor
 - Occupant is aware of roof leakage, but does not report it to the Lessor, resulting in extensive roof and attic repairs
-

Depreciation

Offers made to Lessor for damaged items must be based on the items' depreciated value. Use the depreciation schedule contained in guides such as the *Marshall and Swift Home Repair and Remodel Cost Guide*.

Offering a settlement

The LHCO notifies the Lessor by a Settlement Offer Letter (☛ Page 1-F-8), which should:

- identify all items the Lessor claims
 - state the extent to which the Coast Guard is liable
 - explain why the Coast Guard is or is not liable for damage
 - state the depreciated value the Coast Guard will pay
 - include a payment voucher for the Lessor's signature (☛ Page 1-F-9)
-

Final decision

If the Lessor does not accept the settlement offer and submits additional documentation justifying the amount claimed, the LHCO reconsiders the settlement offer and sends the Lessor a final decision letter making a final offer (☛ Page 1-F-10). This letter should include:

- a final settlement offer
 - an explanation of the Lessor's right to appeal the LHCO's decision to the Department of Transportation (DOT) Board of Appeals or U.S. Claims Court
 - a payment voucher for the Lessor's signature.
-

Continued on next page

Processing Damage Claims, Continued

Paying the damage claim

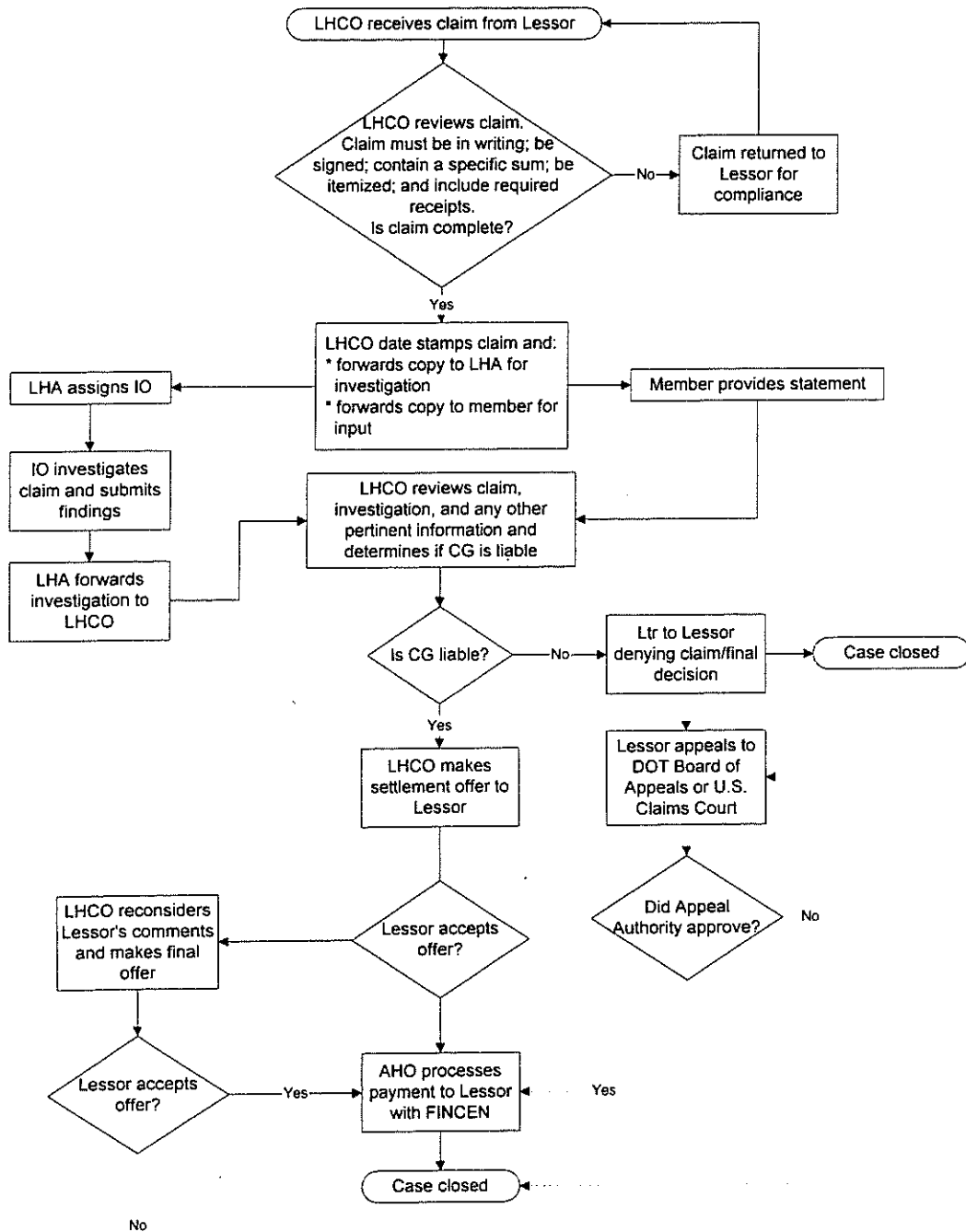
On receiving the signed payment voucher from the Lessor, the AHO sends a payment rapidraft to the FINCEN for the settlement amount (☛ Page 1-F-11) with:

- the signed payment voucher
- a copy of the Lessor's claim without enclosures
- a copy of the letter demanding payment from the member with a voluntary Pay Adjustment Authorization (PAA) if the member is held liable for the damage (☛ Pages 1-G-6 and 7).

Continued on next page

Processing Damage Claims, Continued

Procedural flow chart of formal damage claim process



Continued on next page

Processing Damage Claims, Continued

Sample letter to LHA requesting investigation

U.S. Department
of Transportation
United States
Coast Guard



11101/Lease number

From: AHA
To: LHA

Subj: REQUEST FOR INFORMAL INVESTIGATION INTO THE FACTS SURROUNDING
DAMAGES TO COAST GUARD LEASED QUARTERS

Ref: (a) Claims and Litigation Manual, COMDTINST M5890.9 (series)
(b) Administrative Investigations Manual, COMDTINST M5830.1 (series)

1. The Lessor has submitted enclosure (1), damage claim to Coast Guard-leased quarters at
[insert address].
In accordance with references (a) and (b), I request an informal investigation be conducted and
forwarded to this command by [15 days from date of letter].

2. The investigation, at a minimum, should include:

- a. Original of all inspections
- b. Photographs and/or video tape of damage
- c. Copy of Lessor's damage claim
- d. Facts, opinions, and recommendations

The Leased Housing Contracting Officer (LHCO) will handle any inquiries to the Lessor and the
investigation should explore only the Government's and member's roles.

3. A separate letter has been sent to the member requesting information about this claim.
4. If you have any questions about this matter, please contact me at the number above.

LHCO
By direction

Encl: (1) Copy of Lessor's claim

Continued on next page

Processing Damage Claims, Continued

Sample damage claim letter to member

U.S. Department
of Transportation
United States
Coast Guard



11101/Lease number

From: AHA
To: Member
Via: Member's command

Subj: LESSOR'S CLAIM FOR DAMAGES

1. This office has received a damage claim in the amount of \$[insert] claimed against you as having occurred during your occupancy of Coast Guard leased quarters at [insert address] _____.
2. These quarters were assigned to you on [insert date] and you were responsible for maintaining the unit. The cost and/or repair of the items the Lessor claims as damaged are noted in the attached claim.
3. If you have any comments about the items claimed as damaged, respond to this office with a statement within 15 days from the date you receive this letter. Your statement should include items you believe you are and are not responsible for and the reason you believe you are not wholly or partly liable. Include any evidence and/or proof you notified the landlord of problems and attempted to have problems corrected.
4. If you have any questions about this matter, please contact me at the above number.

LHCO
By direction

Encl: (1) Copy of Lessor's claim

Copy LHA

Continued on next page

Processing Damage Claims, Continued

Sample settlement offer letter to Lessor

U.S. Department
of Transportation
United States
Coast Guard



11101/Lease number

[insert Lessor's name and address]

Re: [insert Lease unit address] _____

Dear [insert name] _____:

I have reviewed your damage claim totaling \$[insert amount] for the referenced property while under lease to the Coast Guard.

Based on the documentation you submitted and documentation on file, these amounts were allowed regarding the damages claimed:

- a. \$[insert amount] Clean appliances and apartment
- b. \$[insert amount] Removed debris
- c. \$[insert amount] Clean carpet
- d. \$[insert amount] Patched walls (10 nail/anchor holes)
- e. \$[insert amount] New air filter

In settlement of this claim, the offer is \$[insert amount] as requested.

Enclosed is a payment voucher for claim settlement. If you agree with this settlement amount, please sign, date and return the voucher to this office. On receipt, the payment voucher will be forwarded to the U.S. Coast Guard Finance Center, Chesapeake, Virginia, for disbursement, which should take approximately six weeks.

Sincerely,

Leased Housing Contracting Officer
U.S. Coast Guard ISC
By direction of the Commanding Officer

Encl: (1) Payment voucher

Continued on next page

Processing Damage Claims, Continued

Sample payment voucher

VOUCHER TO PAY LEASED HOUSING DAMAGE CLAIM

Commanding Officer, Coast Guard ISC _____

PAYMENT TO: * LESSOR(S)
ADDRESS
CITY ST ZIP CODE

CONTRACT NUMBER: 4096**-9*-LP5*-***

AMOUNT CLAIMED: \$*00.00 DATE CLAIM RECEIVED: *DD MMM YY

AMOUNT OF SETTLEMENT: \$*00.00 DATE OFFER SENT: *DD MMM YY

BRIEF DESCRIPTION OF CLAIM OFFER:

a. _____ \$*00.00
b. _____ \$*00.00

TOTAL: \$*00.00

ACCEPTANCE BY CLAIMANT(S)

I, (WE), the claimant(s), do hereby accept the stated settlement here as full and final consideration against the claim stated here.

DATE: _____ (CLAIMANT)

THIS CLAIM HAS BEEN FULLY EXAMINED ACCORDING TO THE PROVISIONS OF THE CONTRACT DISPUTES ACT OF 1978, AND IS APPROVED IN THE AMOUNT OF \$*00.00.

DATE: _____ (LEASED HOUSING CONTRACTING OFFICER)

ACCOUNTING CLASSIFICATION: 2/P/601/299/12/0/5*/78651/4202

DATE: _____ (AREA HOUSING OFFICER)

Continued on next page

Processing Damage Claims, Continued

Sample final decision letter to Lessor

U.S. Department
of Transportation
United States
Coast Guard



11101/Lease number

[insert Lessor's name and address]

Re: [insert Lease unit address] _____

Dear [insert name] _____:

On [insert date], I received your letter dated [insert] requesting reconsideration of my settlement offer letter of [insert date]. Initially your claim for damages to the [insert item] in the amount of \$[insert amount] was denied. You submitted substantiating documentation to attribute the damage to the occupant's negligence. An additional payment of \$[insert amount] will be processed for repairs to the [insert item]. Please sign, date, and return the enclosed payment voucher for this office. On receipt, it will be forwarded to the Coast Guard Finance Center, Chesapeake, Virginia, for disbursement, which should take approximately six weeks.

You stated you disagree with using depreciation to value the damaged carpet. I maintain you are not entitled to full replacement costs. My initial offer of \$[insert amount] is fair and reasonable to replace an item that no longer has replacement cost value.

This is my final decision. You may appeal this decision to the Department of Transportation Board of Contract Appeals, 400 Seventh Street, S.W., Washington, DC 20593. If you decide to appeal you must, within 90 days from the date you receive this decision, mail or otherwise furnish written notice to the Board of Contract Appeals and provide a copy to me, the Contracting Officer from whose decision the appeal is taken. The notice shall indicate that an appeal is intended, reference this decision, and identify the contract by number. If you do appeal to the Board of Contract Appeals, you may, solely at your election, proceed under the Board's small claims procedure for claims of \$50,000 or less, or its accelerated procedure for claims of \$100,000 or less. Instead of appealing to the Board of Contract Appeals, you may choose to bring action directly to the U.S. Claims Court within 12 months of the date you receive this decision.

If you have any questions about your damage claim settlement or the damage claim process, please contact me at the address and phone number listed above.

Sincerely,

Leased Housing Contracting Officer
U.S. Coast Guard ISC _____
By direction of the Commanding Officer

Encl: (1) Payment voucher

Copy: Local Housing Office, _____

Continued on next page

Processing Damage Claims, Continued

Sample damage claim payment rapidraft to FINCEN

DEPARTMENT OF TRANSPORTATION U.S. COAST GUARD CG-3883 (Rev. 4-80)	RAPIDRAFT LETTER	MAY BE TYPED OR HANDWRITTEN
INSTRUCTIONS ORIGINATOR - Use for routine correspondence not requiring action, review, or comment by officers in the chain of command, other government agencies or civilian commercial firms. Send original and copy to addressee. Retain copy for file. ADDRESSEE - Reply hereon, returning original to originator. Retain copy for file.		
TO: • Commanding Officer (OGR) • U.S. Coast Guard Finance Center • P.O. Box 4118 • 1430A Kristina Way • Chesapeake, VA 23326-1000	STAFF SYMBOL/SIC 11101/Lease number	DATE
<p>Fold</p> <p>Subj: LEASED HOUSING DAMAGE CLAIM</p> <p>1. According to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-603), the Claimant, (*Contract Number), submitted a claim for damages to Government-Leased Housing. The claimant's mailing address is:</p> <p style="text-align: center;">* _____ _____ _____</p> <p>The Claimant and the Government have agreed to settle this claim in the amount of \$*00.00. Enclosure (2) is a copy of the signed payment voucher.</p> <p>2. The amount approved to pay this claim is \$*00.00. The accounting and appropriation data for this transaction is: 2/P/601/299/12/0/5*/78651/4202.</p> <p style="text-align: center;">LHCO By direction</p> <p>Fold</p> <p>Encl: (1) Claim for damages (2) Payment voucher (3) Demand for payment letter</p> <p>Copy: Claimant, w/o encl</p>		

FROM:

• Commanding Officer
• USCG ISC _____

DO NOT USE
FOR
CLASSIFIED CORRESPONDENCE

PREVIOUS EDITION MAY BE USED
SN 7550-00-F01-0310



Section G

Recouping Funds for Damages

Introduction

The process by which funds are recouped for damages to leased housing can be very lengthy and complex. However, it is absolutely necessary to hold members accountable for the consequences of their actions. Members held wholly or partly liable for damages to leased housing units owe a debt to the U.S. Government they must fully repay.

All damage claims with Lessors must be settled before reimbursement action can begin (☛ Section 1-F).

References

- *Coast Guard Housing Manual*, COMDTINST M11101.13 (series), Art. 7.D.9.
 - *Coast Guard Pay Manual*, COMDTINST M7220.29 (series), Chap. 11.
 - *Coast Guard Claims and Litigation Manual*, COMDTINST M5890.9 (series).
 - *Personnel and Pay Procedures Manual*, HRSIC M1000.2 (series).
-

AHO and LHCO responsibilities

The AHO or LHCO deals directly with leased housing occupant(s) to recoup funds for damage for which members are held liable.

Continued on next page

Recouping Funds for Damages, Continued

Notifying members of debt

The AHO or LHCO must notify members they are liable for damage to Government-leased housing and their pay is subject to involuntary withholding (☛ Pages 1-G-6 and 7). This information is also stated in the Tenant Occupancy Instruction required to be signed by each member occupying a Coast Guard lease. Complete this notice before sending a damage claim payment rapidraft to the FINCEN (☛ Page 1-F-11).

Member's options

On receiving the AHO's or LHCO's debt notification letter, member(s) have these options:

OPTION	REMARKS
Voluntarily submit to AHO or LHCO a signed PAA, cashier's check, or money order for full amount of debt	<p>AHO or LHCO sends member's voluntary PAA to HRSIC (dc) (☛ Page 1-G-8). HRSIC (dc) will determine the monthly installment amount.</p> <p>AHO or LHCO sends member's cashier's check or money order to FINCEN (OGR) (☛ Page 1-G-9).</p>
Request AHO reconsider damage liability determination	<p>The AHO may reconsider the damage liability determination and:</p> <ul style="list-style-type: none"> • dismiss the entire debt if he or she finds member is not liable • deny appeal and again demand debt payment • partially approve appeal and send a new demand for payment letter
Request MLC (lc) via chain of command and AHO to compromise	<p>The AHO or LHCO will review any request for a compromise before MLC (lc) takes action.</p>
Not respond	<p>If the AHO or LHCO does not receive a response from the member within 30 days after sending the debt collection letter, he or she submits an involuntary PAA to HRSIC (dc) to begin involuntary pay withholding. The PAA requires a statement indicating the member was provided due process (☛ Page 1-G-10).</p>

Continued on next page

Recouping Funds for Damages, Continued

Member's options after debt collection begins Members held liable for damage to leased housing have these options any time after debt collection begins:

OPTION	REMARKS
Request settlement authority review, reconsider, suspend, or terminate debt	<p>The member may submit a request for review via the AHO to the settlement authority challenging the debt's validity or amount. If the settlement authority determines the debt should be adjusted, he or she will provide a copy of the decision to the AHO or LHCO. If a PAA previously had been issued, the AHO or LHCO will immediately notify HRSIC (dc) and provide a copy of the settlement authority's decision. If the settlement authority decides to reduce the amount for which the member is liable, the AHO or LHCO must submit a correction to the original PAA to HRSIC (dc).</p> <p>The <i>Coast Guard Claims and Litigation Manual</i>, COMDTINST M5890.9 (series), determines the appropriate settlement authority and provides detailed guidance on submitting and settling review and compromise requests.</p>
Request remitting the debt	<p>Only enlisted members may request a remission for hardships and injustice of a debt being deducted from their pay. The remission request must conform to guidance in the <i>Personnel and Pay Procedures Manual</i>, HRSIC M1000.2 (series), on remissions. Normally, HRSIC will suspend further debt collection pending Commandant (G-WPM) determination.</p> <p>Members may not request remissions after separating from the Service.</p>

Continued on next page

Recouping Funds for Damages, Continued

HRSIC debt collection efforts

On receiving a voluntary or involuntary PAA from an AHO, HRSIC (dc) will begin debt collection efforts, which will continue for up to 10 years after the member incurred the debt or until HRSIC determines continued efforts are no longer cost-effective.

In all cases, HRSIC (dc) will finalize the original PAA and return it to the originating AHO or LHCO as either collected in full or written off. HRSIC also sends a copy of the finalized PAA to the FINCEN to credit the Leased Housing Program account for any money collected.

To contact HRSIC (dc) call (785) 357-6940 or fax at (785) 295-2781.

FINCEN credit procedures

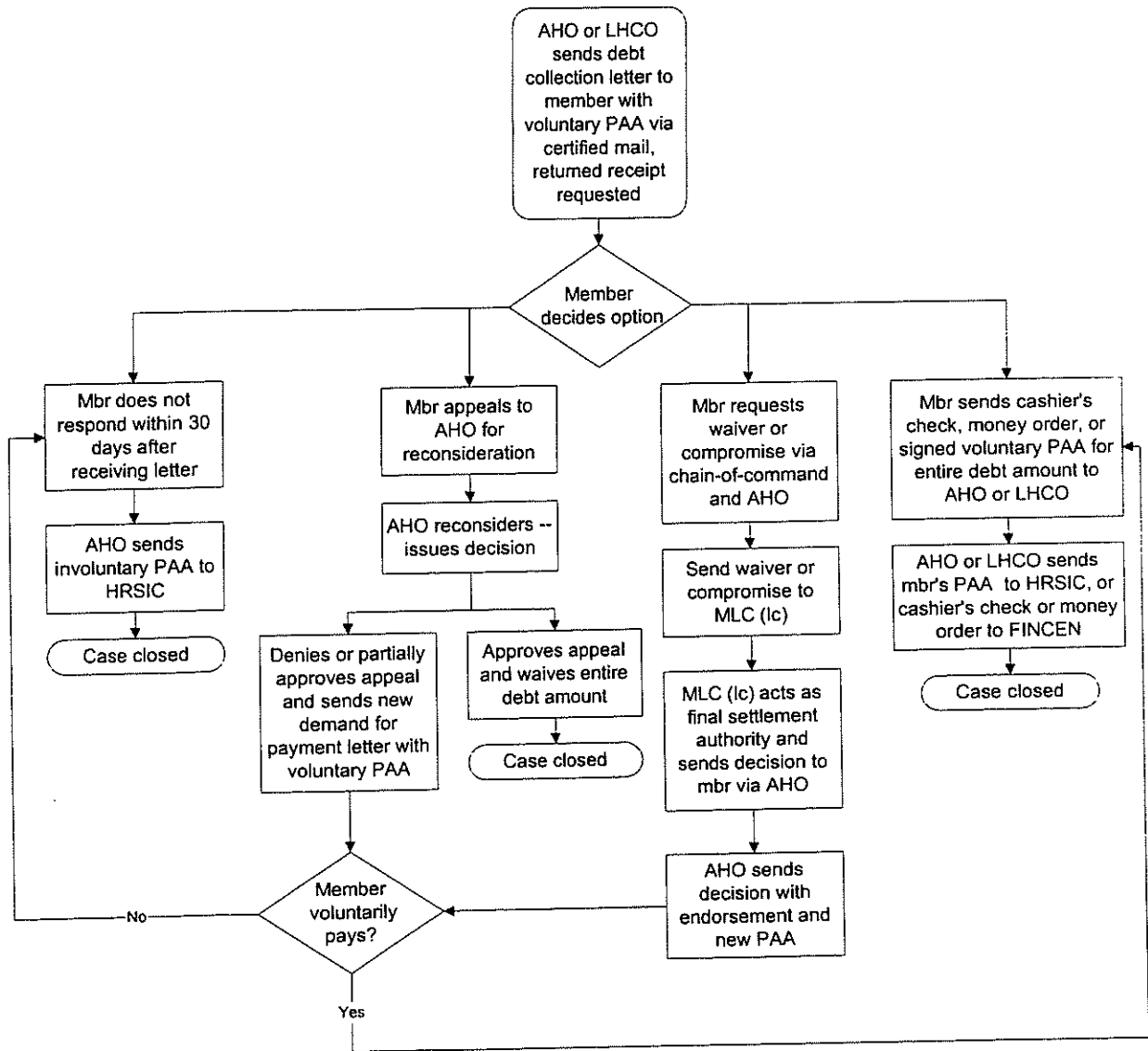
On receiving a member's cashier's check or money order or a completed PAA from HRSIC (dc), FINCEN will credit the appropriate account identified on the rapidraft letter or PAA.

To contact FINCEN Customer Service, call (757) 523-6940 or fax at (757) 523-6035.

Continued on next page

Recouping Funds for Damages, Continued

Procedural flowchart of funds recoupment process



Continued on next page

Recouping Funds for Damages, Continued

Sample debt collection letter

U.S. Department
of Transportation
United States
Coast Guard



11101/Lease number

From: AHA
To: Member
Via: Member's command

Subj: DEMAND FOR PAYMENT FOR DAMAGE TO LEASED QUARTERS

Ref: (a) CG Housing Manual, COMDTINST M11101.13 (series)
(b) CG Claims & Litigation Manual, COMDTINST M5890.9 (series)
(c) CG Pay Manual, COMDTINST M7220.27 (series)
(d) CG Personnel Manual, COMDTINST M1000.6 (series)

1. This office has received a claim for damages to Government-leased quarters located at [insert address]. These quarters were assigned to you and you were responsible for their care and cleanliness. The damage claim, attached as enclosure (1), claimed damages to the quarters in the amount of \$[insert]. Enclosure (2) is a copy of the investigation report submitted by the Local Housing Authority. Based on available information, a settlement amount of \$[insert] was paid to the Lessor for damages. It has been determined you are liable for \$[insert amount] for the damages as described in the enclosures.
2. You are now responsible for repaying the Coast Guard Housing Program for the expense of repairing the damages. You may do so by one of these methods:
 - a. Return a copy of this letter to the Area Housing Office at the address above with a money order or cashier's check payable to "U.S. Coast Guard" for \$[insert amount]; or
 - b. Return a copy of this letter to the Area Housing Office with a copy of the Pay Adjustment Authorization (PAA) for a voluntary deduction from your pay (enclosure (3)). See your Personnel Reporting Unit (PERSRU) for counseling about this option. If you choose a voluntary PAA, endorse the enclosed PAA and send it to the Area Housing Office within 30 days.
3. You may request I reconsider my decision. Supply any information not previously available that will help support your request.
4. You may request the MLC Atlantic Claims and Litigation Branch (MLCLANT (lc)), as settlement authority, to compromise your debt to a reduced amount. Send any request for compromise of this debt via your chain-of-command and this office.

Continued on next page

Recouping Funds for Damages, Continued

Sample debt collection letter (continued)

11101/Lease number

Subj: DEMAND FOR PAYMENT FOR DAMAGE TO LEASED QUARTERS

5. You must respond to this letter within 30 days from receipt date with an offer to repay, a request for my reconsideration, or a request to waive or compromise your debt to a reduced amount. If you fail to respond within 30 days, this office will initiate an involuntary pay deduction to reimburse the Coast Guard Housing Program for damages for which you are liable.

6. The Human Resources Services & Information Center (HRSIC) will determine the monthly rate of liquidation in accordance with reference (c), Chapter 11. Reference (d), Article 8-F-5 remission debt provisions apply to enlisted members only.

AHO
By direction

Encl: (1) Damage claim from Lessor
(2) Investigation Report
(3) Voluntary PAA (DD-139)

Recouping Funds for Damages, Continued

Sample voluntary PAA

PAY ADJUSTMENT AUTHORIZATION			NOTE: If member has been transferred, forward this authorization to the officer currently maintaining the member's pay record.			
MEMBER (Last name) (First) (Middle)		FILE/SERVICE NO.	GRADE/RANK/RATE	BRANCH OF SERVICE	DATE	
				USCG		
PAY GRADE NO.	LAST PAY RECORD EXAMINED (if applicable)	AMOUNT	APPROPRIATION DATA			
		1543.00	2/P/A01/299/1B/O/5C/7865D/4202			
FROM			NAME OF ACCOUNTABLE D. O.			
Area Housing Officer, USCG ISC						
			SYMBOL NO.	G. A. D. EXCEPTION CODE		
			Lease number			
TO Commanding Officer (dc) USCG Human Resources and Information Center 444 S.E. Quincy St. Topeka, KS 66683-3591			YOU ARE HEREBY AUTHORIZED TO <input checked="" type="checkbox"/> CHARGE <input type="checkbox"/> CREDIT THE MILITARY PAY RECORD OF THE MEMBER LISTED ABOVE			
EXPLANATION AND/OR REASON FOR ADJUSTMENT						
1. Check member's pay in the amount of \$1543.00 for damage caused to Government-leased housing located at: _____						
2. Point of contact: Area Housing Officer Ph: _____						
3. I voluntarily agree to have my pay checked in the amount of \$_____ to liquidate my liability for damage to Government-leased quarters, contract number _____. I request the amount of \$_____ be liquidated over a reasonable period of time.						
MEMBER'S FULL SIGNATURE						
4. All funds recouped as a result of this action to be credited to account noted above.						
Appropriation Codes: A = The last digit of the fiscal year which you want the funds to be returned B = 1 - If the occupant is an officer 2 - If the occupant is enlisted C = The second digit of your program element D = 1 - For FLH 2 - For UPLH						
<small>The above adjustment is based on a thorough examination of all available records. If the Disbursing Officer has knowledge that a previous adjustment has been made or why the adjustment should not be made for the same item, this authorization should be returned with a brief statement of the reason for failure to make the adjustment.</small>						
FROM			CERTIFYING OFFICER (name, rank/grade, and signature)			
AHO, ISC			AHO			
I CERTIFY that the adjustment indicated above has been entered on the above-named member's Military Pay Record, (if adjustment has not been entered, give explanation on reverse over D. O.'s Signature and symbol number.)						
CERTIFICATE	TO			TYPED NAME AND GRADE OF D. O.		
	Area Housing Officer, USCG ISC					
				D. O. SYMBOL NO.		DATE
			SIGNATURE			

DD FORM 139 1 MAY 53

REPLACES DD FORM 118, 1 OCT 49, DD FORM 139, 1 JAN 48, NAV. S. AND A. FORMS 540, 541, AND 542, NAVMC 698-SD AND NAVMC 819-SD. ALL OF WHICH MAY BE USED UNTIL STOCKS ARE EXHAUSTED.

FORM APPROVED BY COMP. GEN., U. S. APRIL 23, 1953

Continued on next page

Recouping Funds for Damages, Continued

Sample damage payment rapiddraft to FINCEN

DEPARTMENT OF TRANSPORTATION U.S. COAST GUARD CG-3683 (Rev. 4-80)	RAPIDRAFT LETTER	MAY BE TYPED OR HANDWRITTEN
INSTRUCTIONS <small>ORIGINATOR - Use for routine correspondence not requiring action, review, or comment by officers in the chain of command, other government agencies or civilian commercial firms. Send original and copy to addressee. Retain copy for file. ADDRESSEE - Reply hereon, returning original to originator. Retain copy for file.</small>		
<p>TO:</p> <ul style="list-style-type: none"> • Commanding Officer (OGR) U.S. Coast Guard Finance Center P.O. Box 4118 1430A Kristina Way Chesapeake, VA 23326-1000 	<p>STAFF SYMBOL/SEC</p> <p>11101/Lease number</p>	<p>DATE</p>
<p>Fold</p> <p>Subj: LEASED HOUSING DAMAGE PAYMENT</p> <p>1. The enclosed cashier's check was received from _____ in response to my letter 11101 dated _____ for damages caused to Government-leased housing located at _____ under contract number _____.</p> <p>2. The account to be credited for this vacancy cost payment is: 2/P/601/299/12/0/5*/78651/4202.</p> <p>3. Please contact me at the number above if you have any questions about this matter.</p> <p style="text-align: center;">LHCO By direction</p> <p>Encl: (1) Cashier's check (see note) (2) Demand for payment letter</p> <p>Fold Note: Mail original check with copy of this Rapiddraft and enclosures to: U.S. Coast Guard Attn: Others P.O. Box 640626 Pittsburgh, PA 15264-0626</p>		

FROM:

• Commanding Officer
USCG ISC _____

DO NOT USE
FOR
CLASSIFIED CORRESPONDENCE

PREVIOUS EDITION MAY BE USED
SH 7338-00-P01-0316

Continued on next page

Recouping Funds for Damages, Continued

Sample involuntary PAA

PAY ADJUSTMENT AUTHORIZATION				NOTE: If member has been transferred, forward this authorization to the officer currently maintaining the member's pay record.			
MEMBER (Last name) (First) (Middle)			FILE/SERVICE NO.	GRADE/RANK/RATE	BRANCH OF SERVICE	DATE	
					USCG		
PAY GRADE NO.	LAST PAY RECORD EXAMINED (if applicable)	AMOUNT	APPROPRIATION DATA				
		1543.00	2/P/A01/299/1B/0/5C/7865D/4202				
FROM				NAME OF ACCOUNTABLE D. O.			
Area Housing Officer, USCG ISC							
				SYMBOL NO.	G. A. O. EXCEPTION CODE		
				Lease number			
[Commanding Officer (dc) USCG Human Resources and Information Center to 444 S.E. Quincy St. Topeka, KS 66683-3591]				YOU ARE HEREBY AUTHORIZED TO <input checked="" type="checkbox"/> CHANGE <input type="checkbox"/> CREDIT THE MILITARY PAY RECORD OF THE MEMBER LISTED ABOVE			
EXPLANATION AND/OR REASON FOR ADJUSTMENT							
1. Check member's pay in the amount of \$1543.00 for damages caused to Government-leased housing located at: _____							
2. Point of contact: Area Housing Officer Ph: _____							
3. This is an involuntary pay adjustment authorization to liquidate liability for damage to Government-leased quarters, contract number _____. The member was given due process and failed to respond to the demand for payment letter.							
4. All funds recouped as a result of this action to be credited to account noted above.							
Appropriation Codes: A = The last digit of the fiscal year which you want the funds to be returned B = 1 - If the occupant is an officer 2 - If the occupant is enlisted C = The second digit of your program element D = 1 - For FLH 2 - For UPLH							
The above adjustment is based on a thorough examination of all available records. If the Disbursing Officer has knowledge that a previous adjustment has been made or why the adjustment should not be made for the same item, this authorization should be returned with a brief statement of the reason for failure to make the adjustment.							
FROM				CERTIFYING OFFICER (name, rank/grade, and signature)			
AHO, ISC				AHO			
I CERTIFY that the adjustment indicated above has been entered on the above-named member's Military Pay Record, (If adjustment has not been entered, give explanation on reverse over D. O.'s Signature and symbol number.)							
CERTIFICATE	[Area Housing Officer, USCG ISC] TO _____				TYPED NAME AND GRADE OF D. O.		
					D. O. SYMBOL NO.	DATE	
					SIGNATURE		

DD FORM 139 1 MAY 53

REPLACES DD FORM 118, 1 OCT 49, DD FORM 138, 1 JAN 49, NAV. S. AND A. FORMS 540, 541, AND 542, NAVMCS 694-3D AND NAVMCS 619-3D. ALL OF WHICH MAY BE USED UNTIL STOCKS ARE EXHAUSTED.

FORM APPROVED BY COMP. GEN., U. S. APRIL 23, 1953

Section H

Recouping Funds for Vacancy Costs

Introduction

The process by which to recover vacancy costs essentially is the same as that to recoup damage costs. However, no investigation is needed and the AHO or LHCO determines liability for vacancy costs instead of damage.

References

- *Coast Guard Housing Manual*, COMDTINST M11101.13 (series), Art. 7.D.4.k.
 - *Coast Guard Pay Manual*, COMDTINST M7220.29 (series), Chap. 11.
 - *Coast Guard Claims and Litigation Manual*, COMDTINST 5890.9 (series).
 - *Personnel and Pay Procedures Manual*, HRSIC M1000.2 (series).
-

AHO and LHCO responsibilities

The AHO or LHCO deals directly with members previously living in leased quarters to recoup funds for vacancy costs for which they are held liable.

Continued on next page

Recouping Funds for Vacancy Costs, Continued

Computing vacancy costs

To compute the vacancy cost dollar value, pro-rate the month's rent. The dollar value for which a member can be held liable can never exceed one month's rent.

$$\text{Formula: } \frac{\text{Monthly rent}}{30} \times \text{Number of days vacant} = \text{Vacancy costs} \\ \text{(maximum of 30)}$$

Notifying members of debt

The AHO or LHCO must notify members they are liable for vacancy costs for Government-leased housing because of their failure to provide adequate notice of intent to vacate and their pay is subject to involuntary withholding (☛ Pages 1-H-6 and 7). This information is also stated in the Tenant Occupancy Instruction required to be signed by each member occupying a Coast Guard lease.

Member's options

On receiving the AHO's or LHCO's debt notification letter, member(s) have these options:

OPTION	REMARKS
Voluntarily submit to AHO or LHCO a signed PAA, cashier's check, or money order for full amount of debt	AHO or LHCO send member's voluntary PAA to HRSIC (dc) (☛ Pages 1-H-8). HRSIC (dc) will determine the monthly installment amount. AHO or LHCO sends member's cashier's check or money order to FINCEN (OGR) (☛ Page 1-H-9).
Request AHO reconsider vacancy cost liability determination	The AHO may reconsider the vacancy cost liability determination and: <ul style="list-style-type: none"> • dismiss the entire debt if he or she finds member is not liable • deny appeal and again demand debt payment • partially approve appeal and send a new demand for payment letter
Request MLC (lc) via chain-of-command and AHO to compromise	The AHO or LHCO will review any request for a compromise before MLC (lc) takes action.
Not respond	If the AHO or LHCO does not receive a response from the member within 30 days after sending the debt collection letter, he or she submits an involuntary PAA to HRSIC (dc) to begin involuntary pay withholding. The PAA requires a statement indicating the member was provided due process (☛ Page 1-H-10).

Continued on next page

Recouping Funds for Vacancy Costs, Continued

**Member's options
after debt
collection begins**

Members held liable for leased housing vacancy costs have these options any time after debt collection begins:

OPTION	REMARKS
Request settlement authority review, reconsider, suspend, or terminate debt	<p>The member may submit a request for review via the AHO to the settlement authority challenging the debt's validity or amount. If the settlement authority determines the debt should be adjusted, he or she will provide a copy of the decision to the AHO or LHCO. If a PAA previously had been issued, the AHO or LHCO will immediately notify HRSIC (dc) and provide a copy of the settlement authority's decision. If the settlement authority decides to reduce the amount for which the member is liable, the AHO or LHCO must submit a correction to the original PAA to HRSIC (dc).</p> <p>The <i>Coast Guard Claims and Litigation Manual</i>, COMDTINST M5890.9 (series), determines the appropriate settlement authority and provides detailed guidance on submitting and settling review and compromise requests.</p>
Request remitting the debt	<p>Only enlisted members may request a remission for hardships and injustice of a debt being deducted from their pay. The remission request must conform to guidance in the <i>Personnel and Pay Procedures Manual</i>, HRSIC M1000.2 (series), on remissions. Normally, HRSIC will suspend further debt collection pending Commandant (G-WPM) determination.</p> <p>Members may not request remissions after separating from the Service.</p>

Continued on next page

Recouping Funds for Vacancy Costs, Continued

HRSIC debt collection efforts

On receiving a voluntary or involuntary PAA from an AHO, HRSIC (dc) will begin debt collection efforts, which will continue for up to 10 years after the member incurred the debt or until HRSIC determines continued efforts are no longer cost-effective.

In all cases, HRSIC (dc) will finalize the original PAA and return it to the originating AHO or LHCO as either collected in full or written off. HRSIC also sends a copy of the finalized PAA to the FINCEN to credit the Leased Housing Program account for any money collected.

To contact HRSIC (dc) call (785) 357-6940 or fax at (785) 295-2781.

FINCEN crediting procedures

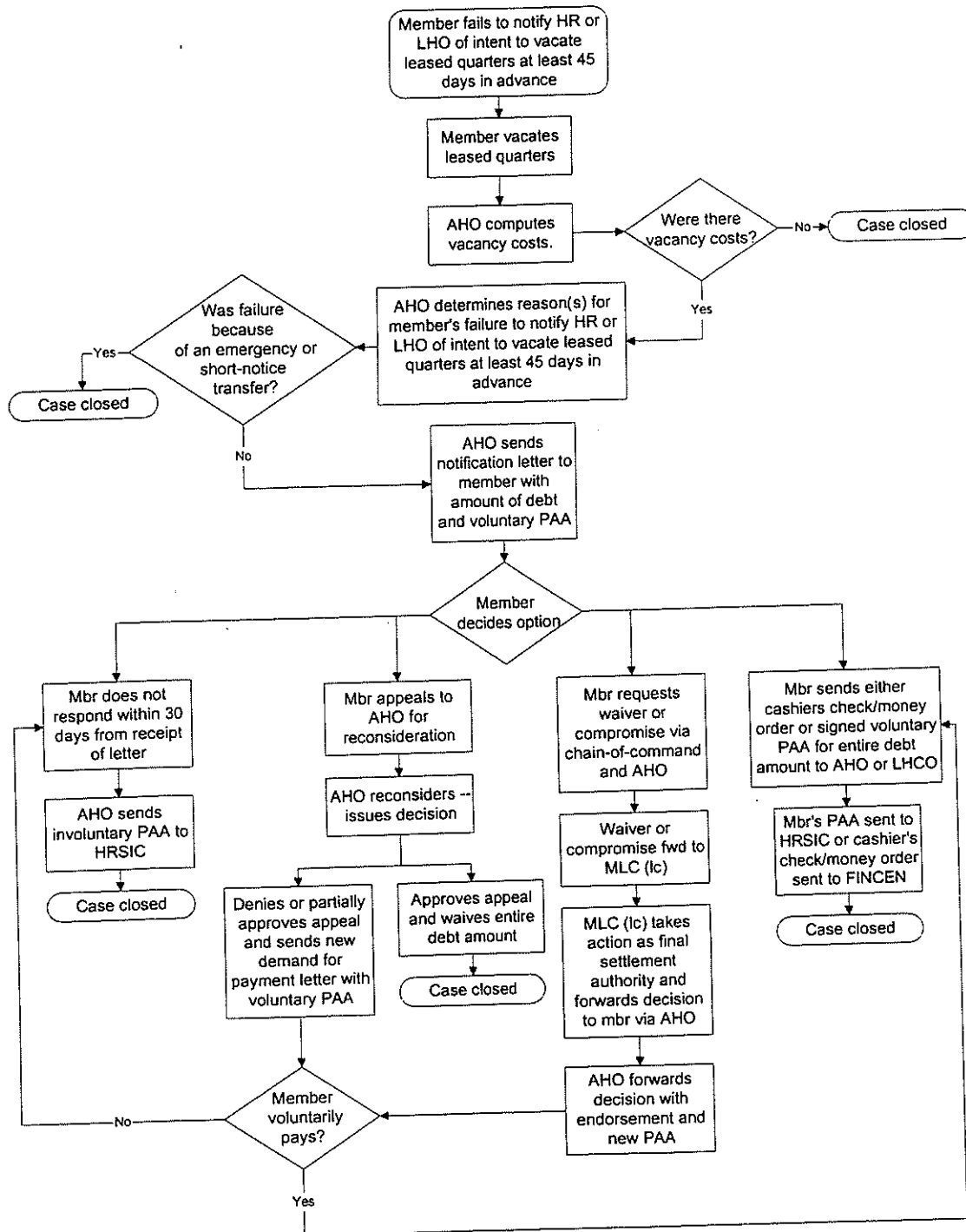
On receiving a member's cashier's check or money order or a completed PAA from HRSIC (dc), FINCEN will credit the appropriate account identified on the rapidraft letter or PAA.

To contact FINCEN Customer Service, call (757) 523-6940 or fax at (757) 523-6035.

Continued on next page

Recouping Funds for Vacancy Costs, Continued

Procedural flowchart of funds recoupment process



Continued on next page

Recouping Funds for Vacancy Costs, Continued

Sample debt collection letter

U.S. Department
of Transportation
United States
Coast Guard



11101/Lease number

From: AHA
To: Member
Via: Member's command

Subj: DEMAND FOR PAYMENT FOR FAILURE TO NOTIFY LOCAL HOUSING OFFICE
OF INTENT TO VACATE GOVERNMENT QUARTERS

Ref: (a) CG Housing Manual, COMDTINST M11101.13 (series), Art. 7.D.4.k
(b) Housing Occupancy Instruction
(c) Clause 6, USCG Residential Lease Agreement (CG-5571)

1. On [insert date] you notified the Local Housing Office you would vacate quarters located at [insert address], Contract Number [insert], on [insert date] because of [insert reason]. References (a) and (b) require members residing in government quarters to provide 45 days' notice of intent to vacate quarters. Reference (c) requires the Government to give at least 30 days' notice in writing to the Lessor to terminate a lease. Enclosure (1) is a copy of your signed receipt for Housing Occupancy Instructions.

2. The unit you were assigned remained vacant for [insert number] days. Your failure to provide adequate notice to vacate quarters makes you responsible for [insert number] days of vacancy cost to the Coast Guard in accordance with reference (a). The cost of these vacancy days amounts to \$[insert amount]. You may pay this debt by one of these methods:

- a. Return a copy of this letter to the Area Housing Office at the address above with a money order or cashier's check payable to "U.S. Coast Guard" for [insert]; or
 - b. Return a copy of this letter to the Area Housing Office with a copy of the Pay Adjustment Authorization (PAA) for a voluntary deduction from your pay (enclosure (2)). See your Personnel Reporting Unit (PERSRU) for counseling about this option. If you choose a voluntary PAA, endorse the enclosed PAA and return it to the Area Housing Office within 30 days.
3. You may request I reconsider my decision. Supply any information not previously available that will help support your request.

Continued on next page

Recouping Funds for Vacancy Costs, Continued

Sample debt collection letter (continued)

11101/Lease number

Subj: DEMAND FOR PAYMENT FOR FAILURE TO NOTIFY LOCAL HOUSING OFFICE
OF INTENT TO VACATE GOVERNMENT QUARTERS

4. You may request the MLC Atlantic Claims and Litigation Branch (MLCLANT (1c)), as settlement authority, to compromise your debt to a reduced amount. Send any request for compromise of this debt via your chain-of-command and this office.
5. You must respond to this letter within 30 days from receipt date with an offer to repay, a request for my reconsideration, or a request to waive or compromise your debt to a reduced amount. If you fail to respond within 30 days, this office will initiate an involuntary pay deduction to reimburse the Coast Guard Housing Program for vacancy costs for which you are liable.
6. The Human Resources Services & Information Center (HRSIC) will determine the monthly rate of liquidation in accordance with reference (c), Chapter 11. Reference (d), Article 8-F-5 remission debt provisions apply to enlisted members only.

AHO/LHCO
By direction

Encl: (1) Receipt for Tenant Housing Occupancy Instruction
(2) Voluntary PAA (DD-139)

Recouping Funds for Vacancy Costs, Continued

Sample voluntary PAA

PAY ADJUSTMENT AUTHORIZATION			NOTE: If member has been transferred, forward this authorization to the officer currently maintaining the member's pay record.			
MEMBER (Last name) (First) (Middle)			FILE/SERVICE NO.	GRADE/RANK/RATE	BRANCH OF SERVICE	DATE
					USCG	
PAY GRADE NO.	LAST PAY RECORD EXAMINED (if applicable)	AMOUNT	APPROPRIATION DATA			
		310.00	2/P/A01/299/1B/0/5C/7865D/4202			
FROM			NAME OF ACCOUNTABLE D. O.			
Area Housing Officer, USCG ISC						
			SYMBOL NO.	G. A. O. EXCEPTION CODE		
			Lease number			
TO			YOU ARE HEREBY AUTHORIZED TO			
[Commanding Officer (dc) USCG Human Resources and Information Center 444 S.E. Quincy St. Topeka, KS 66683-3591]			<input checked="" type="checkbox"/> CHARGE <input type="checkbox"/> CREDIT THE MILITARY PAY RECORD OF THE MEMBER LISTED ABOVE			
EXPLANATION AND/OR REASON FOR ADJUSTMENT						
1. Check member's pay in the amount of \$310.00 for dollar vacancy value associated with failure to provide adequate notice of intent to vacate Government-leased housing located at: _____						
2. Point of contact: Area Housing Officer Ph: _____						
3. I voluntarily agree to have my pay checked in the amount of \$_____ to liquidate my liability for vacancy costs to Government-leased quarters, contract number _____. I request the amount of \$_____ be liquidated over a reasonable period of time.						
MEMBER'S FULL SIGNATURE						
4. All funds recouped as a result of this action to be credited to account noted above.						
Appropriation Codes: A = The last digit of the fiscal year which you want the funds to be returned B = 1 - If the occupant is an officer 2 - If the occupant is enlisted C = The second digit of your program element D = 1 - For FLH 2 - For UPLH						
The above adjustment is based on a thorough examination of all available records. If the Disbursing Officer has knowledge that a previous adjustment has been made or why the adjustment should not be made for the same item, this authorization should be returned with a brief statement of the reason for failure to make the adjustment.						
FROM			CERTIFYING OFFICER (name rank/grade, and signature)			
AHO, ISC			AHO			
I CERTIFY that the adjustment indicated above has been entered on the above-named member's Military Pay Record, (if adjustment has not been entered, give explanation on reverse over D. O.'s Signature and symbol number.)						
CERTIFICATE	TO			TYPED NAME AND GRADE OF D. O.		
	Area Housing Officer, USCG ISC					
				D. O. SYMBOL NO. DATE		
			SIGNATURE			

DD FORM 139
1 MAY 53

REPLACES DD FORM 118, 1 OCT 49, DD FORM 139, 1 JAN 49, NAV. S. AND A. FORMS 540, 541, AND 542, NAVMC 898-SD AND NAVMC 819-SD. ALL OF WHICH MAY BE USED UNTIL STOCKS ARE EXHAUSTED.

FORM APPROVED BY COMP. GEN., U. S.
APRIL 23, 1953

Continued on next page

Recouping Funds for Vacancy Costs, Continued

Sample vacancy cost payment rapiddraft to FINCEN

DEPARTMENT OF TRANSPORTATION U.S. COAST GUARD CG-3883 (Rev. 4-80)	RAPIDRAFT LETTER	MAY BE TYPED OR HANDWRITTEN
INSTRUCTIONS <small>ORIGINATOR - Use for routine correspondence not requiring action, review, or comment by officers in the chain of command, other government agencies or civilian commercial firms. Send original and copy to addressee. Retain copy for file. ADDRESSEE - Reply hereon, returning original to originator. Retain copy for file.</small>		
<p>TO:</p> <ul style="list-style-type: none"> • Commanding Officer (OGR) U.S. Coast Guard Finance Center P.O. Box 4118 1430A Kristina Way Chesapeake, VA 23326-1000 • 	<p>STAFF SYMBOL/ESIC</p> <p>11101/Lease number</p>	<p>DATE</p>
<p>Fold</p> <p>Subj: LEASED HOUSING VACANCY COST PAYMENT</p> <p>1. The enclosed cashier's check was received from _____ in response to my letter 11101 dated _____ for vacancy costs to Government-leased housing located at _____ under contract number _____.</p> <p>2. The account to be credited for this vacancy cost payment is: 2/P/601/299/12/0/5+/78651/4202.</p> <p>3. Please contact me at the number above if you have any questions about this matter.</p> <p style="text-align: center;">LHCO By direction</p> <p>Encl: (1) Cashier's check (see note) (2) Demand for payment letter</p> <p>Fold Note: Mail original check with copy of this Rapiddraft and enclosures to: U.S. Coast Guard Attn: Others P.O. Box 640626 Pittsburgh, PA 15264-0626</p>		

FROM:

• Commanding Officer
USCG ISC _____

DO NOT USE
FOR
CLASSIFIED CORRESPONDENCE

PREVIOUS EDITION MAY BE USED
BN 7530-99-P01-4318

Continued on next page

Recouping Funds for Vacancy Costs, Continued

Sample involuntary PAA

PAY ADJUSTMENT AUTHORIZATION				NOTE: If member has been transferred, forward this authorization to the officer currently maintaining the member's pay record.			
MEMBER (Last name) (First) (Middle)			FILE/SERVICE NO.	GRADE/RANK/RATE	BRANCH OF SERVICE	DATE	
					USCG		
PAY GRADE NO.	LAST PAY RECORD EXAMINED (If applicable)	AMOUNT	APPROPRIATION DATA				
		310.00	2/P/A01/299/1B/0/5C/7B65D/4202				
FROM				NAME OF ACCOUNTABLE D. O.			
Area Housing Officer, USCG ISC							
				SYMBOL NO.	G. A. O. EXCEPTION CODE		
				Lease number			
TO Commanding Officer (dc) USCG Human Resources and Information Center 444 S.E. Quincy St. Topeka, KS 66683-3591				YOU ARE HEREBY AUTHORIZED TO <input checked="" type="checkbox"/> CHANGE <input type="checkbox"/> CREDIT THE MILITARY PAY RECORD OF THE MEMBER LISTED ABOVE			
EXPLANATION AND/OR REASON FOR ADJUSTMENT							
1. Check member's pay in the amount of \$310.00 for dollar vacancy value associated with failure to provide adequate notice of intent to vacate Government-leased housing located at: _____							
2. Point of contact: Area Housing Officer Ph: _____							
3. This is an involuntary pay adjustment authorization to liquidate liability for vacancy costs to Government-leased quarters, contract number _____. The member was given due process and failed to respond to the demand for payment letter.							
4. All funds recouped as a result of this action to be credited to account noted above.							
Appropriation Codes: A = The last digit of the fiscal year which you want the funds to be returned B = 1 - If the occupant is an officer 2 - If the occupant is enlisted C = The second digit of your program element D = 1 - For FLH 2 - For UPLH							
The above adjustment is based on a thorough examination of all available records. If the Disbursing Officer has knowledge that a previous adjustment has been made or why the adjustment should not be made for the same item, this authorization should be returned with a brief statement of the reason for failure to make the adjustment.							
FROM				CERTIFYING OFFICER (name, rank/grade, and signature)			
AHO, ISC				AHO			
I CERTIFY that the adjustment indicated above has been entered on the above-named member's Military Pay Record, (if adjustment has not been entered, give explanation on reverse over D. O.'s Signature and symbol number.)							
CERTIFICATE	TO Area Housing Officer, USCG ISC _____				TYPED NAME AND GRADE OF D. O.		
					D. O. SYMBOL NO.	DATE	
					SIGNATURE		

DD FORM 1 MAY 53 139

REPLACES DD FORM 118, 1 OCT 49, DD FORM 139, 1 JAN 49, NAV. S. AND A. FORMS 640, 641, AND 642, NAVMIC 694-SD AND NAVMIC 619-SD. ALL OF WHICH MAY BE USED UNTIL STOCKS ARE EXHAUSTED.

FORM APPROVED BY COMP. GEN., U. S. APRIL 23, 1953

Section I

Creating and Maintaining Lease Folders

Introduction

Creating and maintaining leased housing folders properly is essential to successfully managing the Leased Housing Program. Lease folders organize documents systematically and make them easily retrievable.

Reference

- *Coast Guard Housing Manual*, COMDTINST M11101.13 (series), Art. 5.B.7.

AHO, LHO, and HR responsibilities

Create and maintain lease folders for each leased housing unit.

Folder retention and dissemination

- AHO: Retain folders for six years after the lease cancellation date, then destroy
- LHO: Retain folders a maximum of one year after the lease cancellation date; then send to AHO
- HR: Send folders to LHO on lease cancellation if it is anticipated the lease will not be needed

Folder contents

At a minimum, lease folders should contain:

AHO	LHO/HR
<ul style="list-style-type: none"> • Original contract, general provisions, and condition inspection report • Original contract modifications • Original lease unit information worksheet • Original "No Government-owned quarters are available at this time" statement signed by the LHO • Statement of funds availability • Original of all inspection reports • Copy of application package 	<ul style="list-style-type: none"> • Copy of contract, general provisions, and condition inspection report • Copy of contract modifications • Copy of lease unit information worksheet • Copy of all inspection reports • Original application package • Original signed receipt for tenant occupancy instruction
<p>Note: Lease folders should also contain copies of correspondence about the lease, e.g., Lessor and tenant disputes, exemptions, property alterations, etc.</p>	

Procedure

Create and maintain lease folders for each leased housing unit in inventory.



Section J Monitoring Utility Usage

Introduction

The Lessor is responsible for monitoring utility consumption in accordance with Clause 5.f of the lease contract. However, the Coast Guard must also monitor utility consumption to curb abuse and conserve limited leased housing funds.

Reference

- *Coast Guard Housing Manual*, COMDTINST M11101.13 (series), Art. 7.D.4.d(2).
-

LHO and HR responsibilities

Monitor leased housing occupants' utility usage and curb excessive use.

Energy conservation

Although the Coast Guard pays utility costs, members are responsible for energy conservation. Members whose previous occupancy of quarters was terminated because they failed to conserve energy may be denied leased housing.

Paying utility costs

The Coast Guard pays utility costs for leased housing units directly to Lessors as part of the negotiated rental amount. Members may not pay these costs themselves.

Utility payment adjustment

Leased Contract Clauses 5.f. and 5.g. allow utility payment adjustments. Requests must be in writing from the Lessor to the LHO with supporting documentation.

Follow lease modification procedures in Section 5-B to adjust utility payments.

Continued on next page

Monitoring Utility Usage, Continued

Procedures

Perform these steps to monitor utility usage:

Step	Action						
1	Establish utility consumption levels based on knowledge and experience. Most utility companies will provide recommended cost information for various home sizes.						
2	Periodically obtain utility cost information for leased housing units from servicing utility companies.						
3	Review utility cost information and identify units with excessive utility use.						
4	Write member notifying him or her of excessive utility consumption and warning of possible occupancy termination if abuse continues (☛ Page 1-J-3). <table border="1" data-bbox="613 850 1404 982" style="margin-left: 40px;"> <thead> <tr> <th>IF excessive utility usage...</th> <th>THEN...</th> </tr> </thead> <tbody> <tr> <td>ceases</td> <td>stop.</td> </tr> <tr> <td>continues</td> <td>continue to Step 5.</td> </tr> </tbody> </table>	IF excessive utility usage...	THEN...	ceases	stop.	continues	continue to Step 5.
IF excessive utility usage...	THEN...						
ceases	stop.						
continues	continue to Step 5.						
5	Write member notifying him or her of occupancy termination (☛ Pages 3-D-5 and 6). Note. At the AHO's discretion, before initiating occupancy termination, the LHO or HR may write a second notification letter warning the member of possible occupancy termination if abuse continues.						

Continued on next page

Monitoring Utility Usage, Continued

Sample excessive utility use letter

U.S. Department
of Transportation
United States
Coast Guard



11101/Lease number

From: LHA
To: Member
Via: Member's command

Subj: EXCESSIVE UTILITY USE

Ref: (a) CG Housing Manual, COMDTINST M11101.13 (series), Art. 7.D.4.d.(2)

1. A review of utility bill(s) submitted by the Lessor indicates excessive energy consumption at your assigned Government-leased quarters located at [insert address]. The enclosed statement(s) for the period [insert dates] show an average cost of \$[insert amount] and is considered excessive.

2. Utility conservation is a national concern and of particular interest to the Coast Guard because of a limited leased housing budget. Your Tenant Occupancy Instruction provided at check-in advised you thermostat settings are 78 degrees during summer months and 68 degrees during winter months.

3. Reference (a) allows the Coast Guard to evict leased housing occupants who abuse utility consumption. This letter notifies you failure to correct your utility abuse will result in your eviction from assigned quarters. Should you have any information or questions about this matter please contact this office immediately.

LHO
By direction

Encl: (1) Utility statements for [insert dates]

Copy: AHA
Residence



Chapter 2 Application Packages

Overview

Introduction

This chapter provides guidance and procedures on Leased Housing applications.

In this chapter

Section	Title	See Page
A	Reviewing Application Package Documents	2-A-1
B	Determining Bedroom Requirements	2-B-1
C	Determining Eligibility	2-C-1
D	Developing a Waiting List	2-D-1
E	Replying to Applicants	2-E-1



Section A

Reviewing Application Package Documents

Introduction

LHOs and HRs use leased housing application packages to establish eligibility for and subsequently assign leased housing.

References

- *Coast Guard Housing Manual*, COMDTINST M11101.13 (series), Art. 6.D.7.
- *Personnel Manual*, COMDTINST M1000.6 (series), Art. 4.H.9.

LHO and HR responsibilities

On receipt review application packages for completeness.

When to apply

Members should apply for leased housing immediately on notification of PCS orders.

Procedures

Perform these steps to review leased housing package documents:

Step	Action
1	<p>Ensure these documents are included:</p> <ul style="list-style-type: none"> • <i>Application for Assignment to Military Housing</i>, CG-5267 • A copy of: <ul style="list-style-type: none"> - PCS orders (CG-5131) or, - Enlisted Transfer Order (ETO), or - PCS message, and • A copy of current <i>BAQ Dependency Determination/ Verification Form</i> (CG-4170A) <p><u>Note 1:</u> OUTCONUS locations also may require a dependent entry request as part of the member's housing application package in accordance with the <i>Personnel Manual</i>, COMDTINST M1000.6 (series), Art. 4.H.9.</p> <p><u>Note 2:</u> Personnel enrolled in the <i>Coast Guard Special Needs Program</i>, COMDTINST 1754.7 (series), with special needs directly tied to housing should contact the LHO or HR for additional instructions.</p>
2	Request further information, if needed, from the member.



Section B

Determining Bedroom Requirements

Introduction

Determining leased housing unit sizes (number of bedrooms) for prospective occupants based on family size ensures consistent, equitable assignment practices throughout the Coast Guard.

The number of bedrooms for which a married member qualifies is based on the number of dependents, their age(s), and gender.

Each unaccompanied member is entitled to his or her own bedroom.

References

- *Coast Guard Housing Manual*, COMDTINST M11101.13 (series), Art. 6.D.2.
Art. 7.D.3.
-

LHO and HR responsibilities

Determine bedroom requirements based on dependent information listed on the *Application for Assignment to Military Housing*, CG-5267.

What is a dependent?

Dependents must:

- appear on the member's CG-4170A, and
 - reside with the member at least 183 days each year (days need not be consecutive).
-

Exceptions to dependent requirements

AHOs or LHOs may allow these unqualified dependents to count toward a member's bedroom requirements:

- Unmarried son or daughter over 21 who chooses to reside with the member for 183-day minimum while enrolled in an educational or religious institution,
- Individual who resides with the member to care for a family member suffering a confining illness,
- Member's non-dependent child or parent who resides with the member due to chronic illness, and
- Person not qualifying as a dependent who lives as part of the family group and for whom the member has a moral or financial obligation.

Note: The last three listed exceptions require an individual exemption in accordance with Section 1-E.

Continued on next page

Determining Bedroom Requirements, Continued

Procedure

Use this table from the *Coast Guard Housing Manual*, COMDTINST M11101.13 (series), to determine minimum bedroom requirements.

TABLE 6-3. MINIMUM BEDROOM REQUIREMENTS	
Number of Dependents (Excluding Spouse)	Minimum Number of Bedrooms
None	1
One	2
Two, except as follows:	2
One 10 years or over	3
One 6 years or over and other opposite sex	3
Three, except as follows:	3
Two 10 years or over	4
One 10 years or over and other two opposite sex with one 6 years or over	4
Four, except as follows:	3
One 10 years or over	4
One 6 years or over and all of the other three opposite sex of the one	4
Two 6 years or over of opposite sex and two same sex	4
Two 10 years or over and other two opposite sex with one six years or over	5
Three 10 years or older	5
Five	4 or More

Notes:

1. Table applies to both leased and owned housing unless otherwise noted.
2. Table is based on concepts that:
 - a. No child should share a bedroom with parents;
 - b. No more than two children should share a bedroom;
 - c. A child 6 years or older should not share a bedroom with a child of the opposite sex; and
 - d. A child 10 years or older is entitled to a separate bedroom.
3. Dependents are those who actually reside with the sponsor for more than 50 percent of the time.
4. Adjustments to the minimum requirements are authorized on a case-by-case basis as follows:
 - a. To relieve or prevent a hardship;
 - b. To utilize owned housing which would otherwise remain vacant; and/or
 - c. To correct an imbalance between assets and requirements;
5. Increases in bedroom requirements shall not be made solely to qualify sponsors for leased housing.
6. An unborn child beyond the fourth month of pregnancy is counted as a dependent.

Section C Determining Eligibility

Introduction

AHOs provide baseline matrices to use to determine initial eligibility in accordance with Section 1-D. The second step in determining eligibility is to ensure no adequate community-based housing can be located within a member's THA. Leased housing will only be offered when adequate community-based housing cannot be located.

References

- *Coast Guard Housing Manual*, COMDTINST M11101.13 (series),
Sec. 5-B.
Art. 7.A.3.
Sec. 7.B.
Art. 7.D.2.a.4.
Art. 9.A.4.c.
-

LHO and HR responsibilities

Determine leased housing eligibility based on bedroom requirements, baseline matrices, and on current local market conditions, not cost of existing leases.

Utilizing Government-owned quarters

Before considering leased housing as an option, an LHO or HR must use all Government-owned quarters, both family and Unaccompanied Personnel Housing (UPH), within a one-hour, one-way commute of the member's duty station. Review existing Government-owned quarters inventory and inbound-outbound personnel data to determine availability.

Utilizing Coast Guard-leased quarters

Utilize quarters already under a Coast Guard lease within a one-hour, one-way commute of the member's duty station only when those units remain cost-effective. Review existing cost-effective Coast Guard-leased quarters and inbound-outbound personnel data to determine availability.

Geographical bachelors

Members entitled to move their dependents, but who elect not to, are not eligible for leased housing.

Voluntarily vacating quarters

Members who voluntarily move out of leased housing are not lease eligible until reassigned to another leasing area.

Determining Eligibility, Continued

Procedure

Use this table to determine eligibility for members in different categories:

Category	Eligibility Procedure						
Member married to a civilian spouse	<p>Using the baseline matrix the AHO provided for the applicable location and current local housing market conditions, compare Total Housing Costs (THC) for the housing unit the member qualifies for (number of bedrooms) to the member's Total Housing Allowance (THA).</p> <table border="1" data-bbox="495 636 1386 842"> <thead> <tr> <th data-bbox="495 636 881 674">IF THC is...</th> <th data-bbox="886 636 1386 674">THEN member is...</th> </tr> </thead> <tbody> <tr> <td data-bbox="495 680 881 793">greater than member's THA</td> <td data-bbox="886 680 1386 793">eligible for leased housing provided no adequate community-based housing can be located.</td> </tr> <tr> <td data-bbox="495 800 881 842">less than member's THA</td> <td data-bbox="886 800 1386 842">not eligible for leased housing.</td> </tr> </tbody> </table>	IF THC is...	THEN member is...	greater than member's THA	eligible for leased housing provided no adequate community-based housing can be located.	less than member's THA	not eligible for leased housing.
IF THC is...	THEN member is...						
greater than member's THA	eligible for leased housing provided no adequate community-based housing can be located.						
less than member's THA	not eligible for leased housing.						
Unaccompanied members in pay grade E-4 and below assigned afloat	<p>Automatically eligible because they are not entitled to BAH.</p>						
Unaccompanied members in pay grade E-5 and above assigned afloat, and all <i>UN-</i>accompanied members assigned ashore	<p>Using the baseline matrix the AHO provided for the applicable location, compare THC for a one-bedroom housing unit to the member's THA.</p> <table border="1" data-bbox="495 1224 1386 1430"> <thead> <tr> <th data-bbox="495 1224 881 1262">IF THC is...</th> <th data-bbox="886 1224 1386 1262">THEN member is...</th> </tr> </thead> <tbody> <tr> <td data-bbox="495 1268 881 1381">greater than member's THA</td> <td data-bbox="886 1268 1386 1381">eligible for leased housing provided no adequate community-based housing can be located..</td> </tr> <tr> <td data-bbox="495 1388 881 1430">less than member's THA</td> <td data-bbox="886 1388 1386 1430">not eligible for leased housing.</td> </tr> </tbody> </table>	IF THC is...	THEN member is...	greater than member's THA	eligible for leased housing provided no adequate community-based housing can be located..	less than member's THA	not eligible for leased housing.
IF THC is...	THEN member is...						
greater than member's THA	eligible for leased housing provided no adequate community-based housing can be located..						
less than member's THA	not eligible for leased housing.						

Continued on next page

Determining Eligibility, Continued

Procedure (continued)

Category	Eligibility Procedure		
Divorced or legally separated members	Use the below table to determine a divorced or legally separated member's eligibility for leased housing.		
	IF member's dependents will...	AND member is...	THEN member is...
	reside with the member at least 183 days (non-consecutive) each year	eligible according to FLH baseline matrix	eligible for FLH provided no adequate community-based housing can be located.
		not eligible according to FLH baseline matrix	not eligible for UPLH
	not reside with the member at least 183 days (non-consecutive) each year	eligible according to UPLH baseline matrix	eligible for UPLH provided no adequate community-based housing can be located.
		not eligible according to UPLH baseline matrix	not eligible for UPLH

Continued on next page

Determining Eligibility, Continued

Procedure (continued)

Category	Eligibility Procedure									
Members married to members	<p>The procedure to determine leased housing eligibility for a member married to another military member (commonly referred to as member married to member) is the same as for a member married to a civilian spouse. However, the LHO or HR must determine eligibility based on their combined THA.</p> <table border="1" data-bbox="496 688 1385 1163"> <thead> <tr> <th data-bbox="496 688 824 810">IF members are...</th> <th data-bbox="824 688 1105 810">AND their combined THA is...</th> <th data-bbox="1105 688 1385 810">THEN they are...</th> </tr> </thead> <tbody> <tr> <td data-bbox="496 810 824 1035">assigned to the same geographical area</td> <td data-bbox="824 810 1105 1035">less more than THC for housing unit for which qualified</td> <td data-bbox="1105 810 1385 1035">eligible for FLH provided no adequate community-based housing can be located.</td> </tr> <tr> <td data-bbox="496 1035 824 1163"></td> <td data-bbox="824 1035 1105 1163">more less than THC for housing unit for which qualified</td> <td data-bbox="1105 1035 1385 1163">not eligible for FLH</td> </tr> </tbody> </table> <p>If members are not assigned to the same geographical area, determine UPLH eligibility for each member separately.</p>	IF members are...	AND their combined THA is...	THEN they are...	assigned to the same geographical area	less more than THC for housing unit for which qualified	eligible for FLH provided no adequate community-based housing can be located.		more less than THC for housing unit for which qualified	not eligible for FLH
IF members are...	AND their combined THA is...	THEN they are...								
assigned to the same geographical area	less more than THC for housing unit for which qualified	eligible for FLH provided no adequate community-based housing can be located.								
	more less than THC for housing unit for which qualified	not eligible for FLH								

Section D Developing a Waiting List

Introduction

It is not always possible to immediately provide leased housing to eligible members when needed for many reasons such as budget restrictions, the availability of adequate housing units, and others.

When an arriving member qualifies but for whatever reason cannot be assigned to a leased housing unit, the LHO or HR must establish a leased housing waiting list.

Reference

- *Coast Guard Housing Manual*, COMDTINST M11101.13 (series), Art. 6.D.8.
-

LHO and HR responsibilities

Establish and maintain leased housing waiting lists.

Control date

INCONUS: Date application received; or, if received more than 35 days before the applicant's estimated arrival date, the 35th day before the estimated arrival date.

OUTCONUS: As the LHO determines.

Procedure

Place members on the leased housing waiting list in chronological order by control date and assign members to leased housing units from the top.



Section E Replying to Applicants

Introduction

Replying to applicants is one of the last steps to perform when processing housing application packages. A prompt reply stating the status of housing availability allows members to better plan and coordinate their moves.

Reference

- *Coast Guard Housing Manual*, COMDTINST M11101.13 (series), Art. 6.D.7.

LHO and HR responsibilities

Reply to applicants within five days using DD Form 1747, *Status of Housing Availability*.

Procedures

Perform these steps to reply to applicants:

Step	Action
1	Send DD Form 1747 to applicant.
2	Note date mailed on a copy of DD Form 1747 and file together with the application package in a pending lease folder, if member is eligible, or in the housing general files, if member is not eligible

DD 1747 sample

STATUS OF HOUSING AVAILABILITY (DD FORM 1747)			
1. FROM: Family Housing Office a. Installation Name	2. TO: APPLICANT'S HOME (AIB, POB, SO)		
b. Phone (Automan) (Continental)	3. YOUR APPLICATION FOR MILITARY FAMILY HOUSING WILL BE EFFECTIVE (Day, Mo., Yr. Hour)		
4. YOU ARE ADVISED THAT: a. You can expect military family housing to be provided			
(1) immediately upon your arrival	(2) Within 12 months of your arrival		
(2) Within 30 days of your arrival	(3) After 12 months or more, or not at all		
b. Considering the availability of family housing you should make alternative housing arrangements that will be <input type="checkbox"/> Temp <input type="checkbox"/> Semi-Perm <input type="checkbox"/> Permanent		c. It is anticipated that consistency of family housing will be <input type="checkbox"/> Mandatory <input type="checkbox"/> Voluntary	
d. Because of your particular circumstances, you will not be mandatorily assigned to military family housing		e. Although not anticipated at this time, mandatorily assigned to military family housing may be required if there are not enough voluntary assignments.	
f. Comments			
5. HOUSING AVAILABILITY IN THE COMMUNITY IS: <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Limited			
6. YOU MUST CONTACT THE FAMILY HOUSING OFFICE (housing referred) UPON ARRIVAL BEFORE YOU MAKE HOUSING ARRANGEMENTS, AND TO BE INFORMED OF ANY CHANGES TO THE ABOVE.			
7. SIGNATURE (Family Housing Office Representative)			8. DATE (Day, Month, Year)

DD Form 1747, OCT 85 84 FEB edition may be used © U.S. GPO: 1987-100-066/5174



Chapter 3

Leased Unit Management

Overview

Introduction

This chapter provides leased housing unit management guidance and procedures.

In this chapter

Section	Title	See Page
A	Locating Prospective Quarters	3-A-1
B	Inspecting Quarters	3-B-1
C	Occupying Quarters	3-C-1
D	Terminating Occupancy	3-D-1



Section A

Locating Prospective Quarters

Introduction

This section provides criteria for locating a prospective leased housing unit that is both economical and adequate.

References

- *Coast Guard Housing Manual*, COMDTINST M11101.13 (series), Sec. 7.D.2.
Sec. 7.D.4.g.

LHO and HR responsibilities

Locate the lowest cost unit that meets adequacy standards and is within AHO cost limitations.

Unit type priorities

Observe these priorities when acquiring leases:

Priority	Housing Unit Type
1	Apartments
2	Townhouses and/or duplexes
3	Single-family detached houses
<p><u>Note:</u> Housing types other than apartments are authorized only if adequate apartments are not available. Acquiring single-family detached homes requires an exemption in accordance with Section 1-E.</p>	

Leasing from Federal employees

To avoid any conflict of interest, lease from non-Federal employees unless no other adequate leases are available. Leasing from Federal employees requires an exemption in accordance with Section 1-E.

Federal Employee	Non-Federal Employee
Anyone who works full-time for the Federal government	A postal employee
	A Federal Government retiree
Reservists (any status)	

Continued on next page

Locating Prospective Quarters, Continued

Adequacy standards

To ensure the Coast Guard leases only adequate units containing no uncommon or excessive amenities, observe these standards:

Standard	Description															
Be of permanent construction	Units must be of permanent construction, designed and maintained for year-round occupancy, and in a good state of repair.															
Meet bedroom criteria	<p>Bedrooms must equal the number for which the member qualifies based on family size (☛ Page 2-B-2). UPLH units must have at least three bedrooms, if available.</p> <p>To qualify as a bedroom, the room must:</p> <ul style="list-style-type: none"> • contain a closet • be accessible without passing through another bedroom • have at least two separate egresses <p><u>Note:</u> Units exceeding the number of bedrooms for which qualified requires an exemption in accordance with Section 1-E.</p>															
Meet net square footage criteria	<p>Units must meet these OMB net square feet standards:</p> <table border="1" data-bbox="500 1052 1406 1304"> <thead> <tr> <th data-bbox="500 1052 792 1129">IF the number of bedrooms is...</th> <th data-bbox="792 1052 1101 1129">THEN the minimum net area is...</th> <th data-bbox="1101 1052 1406 1129">AND the normal net area is</th> </tr> </thead> <tbody> <tr> <td data-bbox="500 1129 792 1171">1</td> <td data-bbox="792 1129 1101 1171">550 sq. ft.</td> <td data-bbox="1101 1129 1406 1171">730 sq. ft.</td> </tr> <tr> <td data-bbox="500 1171 792 1213">2</td> <td data-bbox="792 1171 1101 1213">750 sq. ft.</td> <td data-bbox="1101 1171 1406 1213">1,000 sq. ft.</td> </tr> <tr> <td data-bbox="500 1213 792 1255">3</td> <td data-bbox="792 1213 1101 1255">960 sq. ft.</td> <td data-bbox="1101 1213 1406 1255">1,415 sq. ft.</td> </tr> <tr> <td data-bbox="500 1255 792 1304">4</td> <td data-bbox="792 1255 1101 1304">1,190 sq. ft.</td> <td data-bbox="1101 1255 1406 1304">1,670 sq. ft.</td> </tr> </tbody> </table> <p>Net area includes space inside exterior or party walls, excluding only:</p> <ul style="list-style-type: none"> • stairways, • unfinished attic, • garage, and <ul style="list-style-type: none"> - unfinished basement, or - bulk storage, laundry, and storage space in lieu of basement <p><u>Note:</u> Units exceeding the normal net square footage area for which qualified requires an exemption in accordance with Section 1-E.</p>	IF the number of bedrooms is...	THEN the minimum net area is...	AND the normal net area is	1	550 sq. ft.	730 sq. ft.	2	750 sq. ft.	1,000 sq. ft.	3	960 sq. ft.	1,415 sq. ft.	4	1,190 sq. ft.	1,670 sq. ft.
IF the number of bedrooms is...	THEN the minimum net area is...	AND the normal net area is														
1	550 sq. ft.	730 sq. ft.														
2	750 sq. ft.	1,000 sq. ft.														
3	960 sq. ft.	1,415 sq. ft.														
4	1,190 sq. ft.	1,670 sq. ft.														

Continued on next page

Locating Prospective Quarters, Continued

Adequacy standards (continued)

Standard	Description															
Meet bathroom criteria	Units must meet these OMB bathroom standards: <table border="1" data-bbox="480 527 1377 814"> <thead> <tr> <th data-bbox="480 527 769 646">IF the number of bedrooms is...</th> <th data-bbox="769 527 1078 646">THEN the minimum number of bathrooms is...</th> <th data-bbox="1078 527 1377 646">AND the maximum number of baths is...</th> </tr> </thead> <tbody> <tr> <td data-bbox="480 646 769 688">1</td> <td data-bbox="769 646 1078 688">1</td> <td data-bbox="1078 646 1377 688">1</td> </tr> <tr> <td data-bbox="480 688 769 730">2</td> <td data-bbox="769 688 1078 730">1</td> <td data-bbox="1078 688 1377 730">1 ½</td> </tr> <tr> <td data-bbox="480 730 769 772">3</td> <td data-bbox="769 730 1078 772">1</td> <td data-bbox="1078 730 1377 772">2 ½</td> </tr> <tr> <td data-bbox="480 772 769 814">4</td> <td data-bbox="769 772 1078 814">2</td> <td data-bbox="1078 772 1377 814">2 ½</td> </tr> </tbody> </table>	IF the number of bedrooms is...	THEN the minimum number of bathrooms is...	AND the maximum number of baths is...	1	1	1	2	1	1 ½	3	1	2 ½	4	2	2 ½
IF the number of bedrooms is...	THEN the minimum number of bathrooms is...	AND the maximum number of baths is...														
1	1	1														
2	1	1 ½														
3	1	2 ½														
4	2	2 ½														
Meet kitchen criteria	Kitchens must be accessible without passing through any bedrooms and contain a: <ul data-bbox="464 940 824 1073" style="list-style-type: none"> • stove and oven, or range • refrigerator with freezer • counter • sink with potable water 															
Have adequate utilities	The unit must have a continuous supply of: <ul data-bbox="464 1136 1344 1388" style="list-style-type: none"> • adequate heating • air conditioning (where climate conditions dictate) • electricity • sewage disposal • hot and cold potable water • natural gas or propane if separate source of energy is needed for cooking or heating 															
Have adequate, operating smoke detectors	The unit must contain a smoke detector on each floor that: <ul data-bbox="464 1430 1170 1591" style="list-style-type: none"> • meets UL Code 2034 standards (listed on detector) • is hard-wired • has battery backup in case of electrical failure • is audible in all bedrooms with the door closed 															
Have an adequate, operating carbine monoxide detector	If the unit contains a fuel-burning appliance, fireplace, or has an attached garage, a carbine monoxide detector should be centrally located outside of each separate sleeping area in the immediate vicinity of the bedrooms. Each detector should: <ul data-bbox="464 1738 1166 1837" style="list-style-type: none"> • meet UL Code 2034 standards (listed on detector) • be audible in all bedrooms with the door closed 															

Continued on next page

Locating Prospective Quarters, Continued

Adequacy standards (continued)

Standard	Description
Have adequate parking spaces	The unit should provide parking to avoid on-street parking and have: <ul style="list-style-type: none"> • <u>FLH</u>: At least two parking spaces • <u>UPLH</u>: One parking space for each occupant, as needed
Have adequate telephone jacks	Whenever possible each unit should contain at least two jacks.
Contain no excessive or prohibited amenities	Units shall not contain amenities which could result in: <ul style="list-style-type: none"> • Undue liability to the Government • Increased energy costs to the Government • Excessive or unreasonable occupant maintenance requirements • Perception of preferential treatment • Perception of wasteful Government spending Examples of excessive or prohibited amenities include individual swimming pools, tennis courts, an excessively large lot, waterfront property, or a hot tub and/or jacuzzi. The unit may contain common amenities and equipment such as: <ul style="list-style-type: none"> • a dishwasher • garbage disposal • built-in microwave • washer and/or dryer • blinds • ceiling fans • carpeting
Be near community facilities	When possible units should be reasonably close to community facilities, including: <ul style="list-style-type: none"> • shopping • fire station • police station • medical treatment facility • religious facilities • schools • recreation (a community park or playground)
Be distant from undesirable conditions	When possible units should be distant from undesirable conditions such as know safety hazards, or objectionable noise or odor.
Note: The lack of just one item doesn't necessarily render the housing unit inadequate.	

Continued on next page

Locating Prospective Quarters, Continued

Procedures Perform these steps to locate the most cost-effective, adequate leased housing units:

Step	Action						
1	<p>Look for potential lease properties using rental cost information from apartment complexes, realtors, renters' guides, newspapers, and other sources.</p> <p>Note: If an adequate community-based housing unit is located within a member's THA, leased housing is not an option and all efforts to locate a unit for Coast Guard lease must cease.</p>						
2	<p>Select a prospective housing unit from the potential lease properties that:</p> <ul style="list-style-type: none"> • is the most cost-effective, and • meets member's housing needs. 						
3	<p>Contact the Lessor and make an appointment to see the unit.</p>						
4	<p>Conduct a quick walk-through inspection with the Lessor.</p> <table border="1" data-bbox="354 953 1370 1247"> <thead> <tr> <th data-bbox="354 953 850 995">IF the unit...</th> <th data-bbox="850 953 1370 995">THEN...</th> </tr> </thead> <tbody> <tr> <td data-bbox="354 995 850 1121">appears to meet adequacy standards</td> <td data-bbox="850 995 1370 1121">conduct a pre-lease inspection in accordance with Section 3-B of this Guide and proceed to Step 5.</td> </tr> <tr> <td data-bbox="354 1121 850 1247">does not appear to meet adequacy standards or has excessive or unauthorized amenities</td> <td data-bbox="850 1121 1370 1247">explain to the Lessor why the Coast Guard will not lease the unit and stop.</td> </tr> </tbody> </table>	IF the unit...	THEN...	appears to meet adequacy standards	conduct a pre-lease inspection in accordance with Section 3-B of this Guide and proceed to Step 5.	does not appear to meet adequacy standards or has excessive or unauthorized amenities	explain to the Lessor why the Coast Guard will not lease the unit and stop.
IF the unit...	THEN...						
appears to meet adequacy standards	conduct a pre-lease inspection in accordance with Section 3-B of this Guide and proceed to Step 5.						
does not appear to meet adequacy standards or has excessive or unauthorized amenities	explain to the Lessor why the Coast Guard will not lease the unit and stop.						
5	<p>Determine if unit is adequate.</p> <table border="1" data-bbox="363 1346 1382 1604"> <thead> <tr> <th data-bbox="363 1346 857 1388">IF the unit...</th> <th data-bbox="857 1346 1382 1388">THEN...</th> </tr> </thead> <tbody> <tr> <td data-bbox="363 1388 857 1499">is adequate</td> <td data-bbox="857 1388 1382 1499">proceed with lease negotiations with Lessor in accordance with Chapter 4 of this Guide.</td> </tr> <tr> <td data-bbox="363 1499 857 1604">is not adequate</td> <td data-bbox="857 1499 1382 1604">explain to the Lessor why the Coast Guard will not lease the unit and stop.</td> </tr> </tbody> </table>	IF the unit...	THEN...	is adequate	proceed with lease negotiations with Lessor in accordance with Chapter 4 of this Guide.	is not adequate	explain to the Lessor why the Coast Guard will not lease the unit and stop.
IF the unit...	THEN...						
is adequate	proceed with lease negotiations with Lessor in accordance with Chapter 4 of this Guide.						
is not adequate	explain to the Lessor why the Coast Guard will not lease the unit and stop.						



Section B Inspecting Quarters

Introduction

This section provides guidance and describes the types of leased housing inspections. Periodic inspections of Government-leased quarters:

- minimize damages
 - check for structural damage
 - monitor proper maintenance of quarters
 - ensure quarters are clean and adequate for occupancy
-

Reference

- *Coast Guard Housing Manual*, COMDTINST M11101.13 (series), Sec. 7.E.
-

LHO and HR responsibilities

Schedule and conduct the inspections this section requires.

Responsibility for scheduling pre-checkout and checkout inspections reside with the tenant and their command. LHOs and HRs should coordinate and track.

Continued on next page

Inspecting Quarters, Continued

Inspection types This table lists and describes the types of leased housing inspections:

Type	Description
Pre-Lease	A Pre-Lease inspection ensures the prospective quarters meet minimum adequacy standards, are safe, and in good condition. It should consist of a thorough walk-through of the unit, common areas, grounds, and surroundings and be very detailed. Pre-Lease condition inspections become part of the lease contract in accordance with Section 5-A of this Guide.
Check-In	The Coast Guard member and inspector are responsible to properly identify and record the quarters' actual condition at check-in on the inspection report. Note even the slightest discrepancy, e.g., a cut on a countertop, on the check-in form because subsequently the member may be held liable. Allow tenants 10 working days from the check-in inspection date to submit a written list of supplemental discrepancies to the LHO or HR.
Annual	Annual inspections help to minimize damages and are used to check structural integrity, monitor proper maintenance, and ensure quarters' cleanliness.
Pre-Termination	Pre-Termination inspections are performed to brief members on their responsibilities to clean quarters before the final check-out inspection. In addition, the inspector will check for damage beyond normal wear and tear. This inspection usually is conducted while the occupant's furniture is still in the unit at least 30 days before occupancy terminates.
Check-Out	A check-out inspection, also called a final inspection, must be completed not later than the lease termination date or the current tenant's final day of occupation. All discrepancies noted at pre-termination inspection should have been corrected and quarters should be clean and ready for the next occupants. All personal furniture and items must be removed from quarters before inspection. The Coast Guard member may elect to pay the Lessor for minor damage found during final inspection. Payment must be made before the final inspection report is signed. The LHO or HR should encourage a direct negotiated settlement between tenant and Lessor.
For Cause	If abuse or unsanitary or unsafe conditions exist, an inspection for cause is conducted. As a general rule, the member and Lessor are present and a representative from the member's command should always attend. An inspection for cause also may include complaints against the Lessor and may document a Lessor's non-compliance with lease contract terms.
Reinspections	Reinspections are performed if damage beyond normal wear and tear is found or if unsafe or unsanitary conditions exist. Tenants (or the Lessor) should be allowed 10 working days from the date the discrepancies were found to complete required repairs.

Continued on next page

Inspecting Quarters, Continued

Scheduling and required participants

Schedule inspections as far in advance as possible and ensure required participants are present (☛ Page 3-B-6). Consolidate different types of inspections to limit intrusions. Avoid scheduling inspections on Fridays, especially check-out inspections.

Use this table to determine required participants for leased housing inspections:

Type	Required Participants
Pre-Lease	<ul style="list-style-type: none"> • LHO or HR • Lessor or agent • Potential occupant(s), if available
Check-In	<ul style="list-style-type: none"> • Inspector • Potential occupant(s) • Lessor or agent
Annual	<ul style="list-style-type: none"> • Inspector • Occupant(s)
Pre-Termination	<ul style="list-style-type: none"> • Inspector • Occupant(s) • Lessor or agent
Check-Out	<ul style="list-style-type: none"> • Inspector • Occupant(s) • Lessor or agent
For Cause	<ul style="list-style-type: none"> • LHO or HR • Command representative
Reinspection	<ul style="list-style-type: none"> • Inspector • Occupant(s)

Documenting unit's condition

Thoroughly and accurately documenting the unit's condition on an inspection report provides the means to hold an occupant accountable for damage beyond normal wear and tear and protect the occupant and Government against a Lessor's false claims of damage.

Inspectors should be as thorough as possible to accurately record the condition of the unit. When documenting the property condition, avoid general statements such as "satisfactory", "looks good", or "OK." Be as specific as possible.

Equally important is having the required participants sign the report to show all parties agree about the quarters' true condition on a given date.

Continued on next page

Inspecting Quarters, Continued

Inspection reports Generally, only two types of inspection reports are needed. One, usually very detailed and comprehensive, is used for Pre-Lease Condition inspections (☛ Pages 3-B-7 through 18). At a minimum, this inspection report should contain:

- columns to rate condition of each room and item
- space to mark items' type and age, e.g., floor coverings, appliances, etc.
- remarks pages to note discrepancies
- spaces to inventory appliances
- page numbers on each page, e.g., Page 1 of 18
- place to note inspection date
- signature blocks for required inspection participants

The other inspection report, usually no more than two or three pages, is used for all inspections except for Pre-Lease inspections (☛ Pages 3-B-19 through 21). A new report should be prepared for each type of inspection. This inspection report should, at a minimum, contain:

- signature blocks for required inspection participants
- a place to note inspection type, date, occupant's name, and lease number
- a column to note discrepancies
- page number on each page, e.g., Page 1 of 3

Note: Prepare reports in writing with blue ink.

Discovering damage

Damages are usually discovered during regularly scheduled inspections. Hold members responsible for the care of their assigned quarters. The old adage "If you break it, you buy it" applies. Damages resulting from abuse or negligence require members to repair, replace, or pay the Lessor for the damaged items.

Continued on next page

Inspecting Quarters, Continued

Procedures

Perform these steps to inspect leased quarters:

Step	Action
1	Determine inspection type needed.
2	Schedule and notify participants in writing.
3	Perform inspection and record on appropriate inspection report.
4	Obtain required inspection participants' signatures on the inspection report.
5	Follow up on discrepancies noted and reinspect as necessary.
6	Distribute reports as follows: <ul style="list-style-type: none">• Original to AHO• Copies to LHO or HR and all required participants

Continued on next page

Inspecting Quarters, Continued

Sample Annual Condition Inspection Notice



11101/Lease number

From: LHA
To: Member
Via: Member's command

Subj: ANNUAL CONDITION INSPECTION OF QUARTERS

Ref: (a) Coast Guard Housing Manual, COMDTINST M11101.13 (series), Art. 5.C.4.c

1. Reference (a) requires an annual inspection of all leased or owned quarters.
2. Your inspection has been scheduled for [insert date] between [insert times].
3. If you cannot be at home at the assigned time, contact this office immediately to reschedule the inspection.

LHO
By direction

Continued on next page

Inspecting Quarters, Continued

Sample Condition Inspection Report

CONDITION INSPECTION REPORT

LEASE NUMBER _____
DATE OF INSPECTION _____ DATE OF POSSESSION _____
LOCAL HOUSING AUTHORITY _____

ADDRESS OF PROPERTY: _____

AGE OF UNIT: _____ Total Bedrooms: _____ Total Baths: _____ Total Rooms: _____ Sq. Ft.: _____

DESCRIPTION: Detached, One-Story House Semi-detached, One-Story House
 Attached, One-Story House Detached, Two-Story House
 Attached, Two-Story House Apartment, Two or More Stories
 Semi-detached, Two-Story House

CONDITION OF LEASED PREMISES

1. Note the general condition and state of repair of the premises listed below as:

New = Not previously used
Good = Of high quality with little or no wear (indicate any marks, etc.)
Fair = Moderately good quality (indicate discrepancies in remarks)
Poor = Inadequate, inferior
N/A = Does not apply

2. Use "REMARKS" to list all exceptions and details and identify decorative work to truly describe the property, e.g., patch on the wall, stains in the carpet, scratches on formica, stained glass windows.

3. Deficiencies noted on the Condition Inspection Report protect the U.S. Government and Coast Guard occupant(s). These discrepancies are considered to be pre-existing and in no way render the premises unsuitable for occupancy.

4. This inspection report consists of _____ pages, including this page, and accurately describes this property.

CERTIFICATE OF ACCEPTANCE OF INSPECTION

_____	_____	_____
Print Name	Signature of Lessor	Date
_____	_____	_____
Print Name	Signature of Government Representative	Date
_____	_____	_____
Print Name	Signature of Assigned Occupant (If Present)	Date

PAGE _____ OF _____

Continued on next page

Inspecting Quarters, Continued

Sample Condition Inspection Report (continued)

KITCHEN		N E W	G O D	F A I R	P O O R	N / A
NOTE IN REMARKS: Details, Discrepancies, and Exceptions. Check blocks or insert quantity as they apply. If checking "OTHER" explain in "REMARKS" section with item's corresponding number.						
1. FLOOR COVERING	<input type="checkbox"/> Wood <input type="checkbox"/> Carpet <input type="checkbox"/> Tile <input type="checkbox"/> Vinyl <input type="checkbox"/> Other Color: _____ Age: _____ Yr _____ Months _____					
2. BASEBOARD	<input type="checkbox"/> Wood <input type="checkbox"/> Tile <input type="checkbox"/> Vinyl <input type="checkbox"/> Other FINISH: <input type="checkbox"/> Paint <input type="checkbox"/> Stain <input type="checkbox"/> Other					
3. WALLS	<input type="checkbox"/> Sheetrock <input type="checkbox"/> Brick <input type="checkbox"/> Cement <input type="checkbox"/> Paneling <input type="checkbox"/> Other FINISH: <input type="checkbox"/> Paint <input type="checkbox"/> Stucco <input type="checkbox"/> Plaster <input type="checkbox"/> Wallpaper					
4. CEILING	<input type="checkbox"/> Paint <input type="checkbox"/> Stucco <input type="checkbox"/> Plaster <input type="checkbox"/> Blown <input type="checkbox"/> Hanging <input type="checkbox"/> Sculptured <input type="checkbox"/> Acoustic Tile <input type="checkbox"/> Open Beam <input type="checkbox"/> Other					
5. TRIM	<input type="checkbox"/> Chair Rail <input type="checkbox"/> Crown <input type="checkbox"/> 1/2 Round <input type="checkbox"/> Wood <input type="checkbox"/> Other					
6. WINDOWS	<input type="checkbox"/> Thermal <input type="checkbox"/> Double Hung <input type="checkbox"/> Casement <input type="checkbox"/> Picture <input type="checkbox"/> Bay <input type="checkbox"/> Single Pane <input type="checkbox"/> Storm <input type="checkbox"/> Other <input type="checkbox"/> Security Bars LOCK: <input type="checkbox"/> Working <input type="checkbox"/> Not Working SCREEN: <input type="checkbox"/> Aluminum <input type="checkbox"/> Nylon <input type="checkbox"/> Other					
7. DOORS	<input type="checkbox"/> Wood <input type="checkbox"/> Hollow <input type="checkbox"/> Louver <input type="checkbox"/> Metal <input type="checkbox"/> Solid <input type="checkbox"/> Sliding Glass <input type="checkbox"/> Other DOOR STOP: Type: _____ THRESHOLD: <input type="checkbox"/> Metal <input type="checkbox"/> Wood <input type="checkbox"/> Marble <input type="checkbox"/> Other					
8. CLOSET	# of Closets _____ <input type="checkbox"/> Rod SHELVES: <input type="checkbox"/> Wood <input type="checkbox"/> Metal _____ # <input type="checkbox"/> Other					
9. LIGHT FIXTURES	<input type="checkbox"/> Incandescent <input type="checkbox"/> Fluorescent <input type="checkbox"/> Ceiling Mount <input type="checkbox"/> Wall Mount <input type="checkbox"/> Track <input type="checkbox"/> Recessed <input type="checkbox"/> Other					
10. COVER PLATES	<input type="checkbox"/> Metal <input type="checkbox"/> Plastic <input type="checkbox"/> Other					
11. HEAT/AIR VENT	<input type="checkbox"/> Floor <input type="checkbox"/> Ceiling <input type="checkbox"/> Wall <input type="checkbox"/> Radiator <input type="checkbox"/> Baseboard					
REMARKS: _____						

PAGE _____ OF _____

Continued on next page

Inspecting Quarters, Continued

Sample Condition Inspection Report (continued)

KITCHEN - Pg. 2		N E W	G O I D	F A I R	P O O R	N / A
<p>NOTE IN REMARKS: Details, Discrepancies, and Exceptions. Check blocks or insert quantity as they apply. If checking "OTHER" explain in "REMARKS" section with item's corresponding number.</p>						
12. SINK	<input type="checkbox"/> Single <input type="checkbox"/> Double <input type="checkbox"/> Porcelain <input type="checkbox"/> Fiberglass <input type="checkbox"/> Stainless Steel <input type="checkbox"/> Sprayer <input type="checkbox"/> Rubber Plug <input type="checkbox"/> Strainer Plug <input type="checkbox"/> Other <hr/> GARBAGE DISPOSAL: <input type="checkbox"/> Working <input type="checkbox"/> Not Working <input type="checkbox"/> Drain Plug <input type="checkbox"/> Unclogging Tool					
13. STOVE	<input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Drip Pans <input type="checkbox"/> Grill Make: _____ Age: _____ # Burners: _____ <hr/> RANGE HOOD: <input type="checkbox"/> Exhaust Fan <input type="checkbox"/> Filter <input type="checkbox"/> Light <input type="checkbox"/> Light Cover <hr/> BROILER PAN: <input type="checkbox"/> Enamel <input type="checkbox"/> Aluminum <input type="checkbox"/> Stainless Steel <input type="checkbox"/> Other					
14. REFRIGERATOR	<input type="checkbox"/> Standard <input type="checkbox"/> Side-by-Side <input type="checkbox"/> Frost-Free <input type="checkbox"/> Ice Maker <input type="checkbox"/> Water/Ice Dispenser Make: _____ Age: _____ <hr/> ICE TRAYS: # _____ <input type="checkbox"/> Plastic <input type="checkbox"/> Metal <hr/> BUTTER DISH: # _____ <input type="checkbox"/> Plastic <input type="checkbox"/> Ceramic <input type="checkbox"/> Glass					
15. MICROWAVE	<input type="checkbox"/> Built in <input type="checkbox"/> Portable Make: _____ Model: _____ Age: _____ Watts: _____					
16. DISHWASHER	<input type="checkbox"/> Built in <input type="checkbox"/> Portable Make: _____ Model: _____ Age: _____					
17. TRASH COMPACT.	<input type="checkbox"/> Built in Make: _____ Model: _____ Age: _____					
18. CABINETS	<input type="checkbox"/> Wood <input type="checkbox"/> Laminate <input type="checkbox"/> Pressed Wood <input type="checkbox"/> Metal <input type="checkbox"/> Stained <input type="checkbox"/> Drawers <input type="checkbox"/> Other <hr/> COUNTER TOP: <input type="checkbox"/> Formica <input type="checkbox"/> Corian <input type="checkbox"/> Tile <input type="checkbox"/> Butcher Block <input type="checkbox"/> Other					
REMARKS: _____						

PAGE _____ OF _____

Continued on next page

Inspecting Quarters, Continued

Sample Condition Inspection Report (continued)

BATHROOM		N	G	F	P	N
		E	O	A	O	A
		W	D	I	R	
NOTE IN REMARKS: <input type="checkbox"/> Upstairs <input type="checkbox"/> Downstairs <input type="checkbox"/> Full <input type="checkbox"/> Half Details, Discrepancies, and Exceptions. Check blocks or insert quantity as they apply. If checking "OTHER" explain in "REMARKS" section with item's corresponding number.						
1. FLOOR COVERING	<input type="checkbox"/> Wood <input type="checkbox"/> Carpet <input type="checkbox"/> Tile <input type="checkbox"/> Vinyl <input type="checkbox"/> Other Color: _____ Age: _____ Yr _____ Months _____					
2. BASEBOARD	<input type="checkbox"/> Wood <input type="checkbox"/> Tile <input type="checkbox"/> Vinyl <input type="checkbox"/> Other FINISH: <input type="checkbox"/> Paint <input type="checkbox"/> Stain <input type="checkbox"/> Other					
3. WALLS	<input type="checkbox"/> Sheetrock <input type="checkbox"/> Brick <input type="checkbox"/> Cement <input type="checkbox"/> Paneling <input type="checkbox"/> Other FINISH: <input type="checkbox"/> Paint <input type="checkbox"/> Stucco <input type="checkbox"/> Plaster <input type="checkbox"/> Wallpaper					
4. CEILING	<input type="checkbox"/> Paint <input type="checkbox"/> Stucco <input type="checkbox"/> Plaster <input type="checkbox"/> Blown <input type="checkbox"/> Hanging <input type="checkbox"/> Sculptured <input type="checkbox"/> Acoustic Tile <input type="checkbox"/> Open Beam <input type="checkbox"/> Other					
5. TRIM	<input type="checkbox"/> Chair Rail <input type="checkbox"/> Crown <input type="checkbox"/> 1/2 Round <input type="checkbox"/> Wood <input type="checkbox"/> Other					
6. WINDOWS	<input type="checkbox"/> Thermal <input type="checkbox"/> Double Hung <input type="checkbox"/> Casement <input type="checkbox"/> Picture <input type="checkbox"/> Bay <input type="checkbox"/> Single-Pane <input type="checkbox"/> Storm <input type="checkbox"/> Other <input type="checkbox"/> Security Bars LOCK: <input type="checkbox"/> Working <input type="checkbox"/> Not Working SCREEN: <input type="checkbox"/> Aluminum <input type="checkbox"/> Nylon <input type="checkbox"/> Other BLINDS: <input type="checkbox"/> Vertical <input type="checkbox"/> Roll-up <input type="checkbox"/> Venetian <input type="checkbox"/> Mini <input type="checkbox"/> Other					
7. DOORS	<input type="checkbox"/> Wood <input type="checkbox"/> Hollow <input type="checkbox"/> Louver <input type="checkbox"/> Metal <input type="checkbox"/> Solid <input type="checkbox"/> Sliding Glass <input type="checkbox"/> Other DOOR STOP: Type: _____ THRESHOLD: <input type="checkbox"/> Metal <input type="checkbox"/> Wood <input type="checkbox"/> Marble <input type="checkbox"/> Other					
8. CLOSET	# of Closets _____ <input type="checkbox"/> Rod SHELVES: <input type="checkbox"/> Wood <input type="checkbox"/> Metal # _____ <input type="checkbox"/> Other					
9. LIGHT FIXTURES	<input type="checkbox"/> Incandescent <input type="checkbox"/> Fluorescent <input type="checkbox"/> Ceiling Mount <input type="checkbox"/> Wall Mount <input type="checkbox"/> Track <input type="checkbox"/> Recessed <input type="checkbox"/> Other					
10. COVER PLATES	<input type="checkbox"/> Metal <input type="checkbox"/> Plastic <input type="checkbox"/> Other					
11. HEAT/AIR VENT	<input type="checkbox"/> Floor <input type="checkbox"/> Ceiling <input type="checkbox"/> Wall <input type="checkbox"/> Radiator <input type="checkbox"/> Baseboard					
12. TOILET/ COMMODE	<input type="checkbox"/> Standard <input type="checkbox"/> Other Color: _____					
13. TUB	<input type="checkbox"/> Fiberglass <input type="checkbox"/> Porcelain <input type="checkbox"/> Whirlpool <input type="checkbox"/> Tile <input type="checkbox"/> Other Color: _____					
REMARKS: _____						

PAGE _____ OF _____

Continued on next page

Inspecting Quarters, Continued

Sample Condition Inspection Report (continued)

BATHROOM - Pg. 2		N E W	G O O D	F A I R	P O O R	N / O A
NOTE IN REMARKS: <input type="checkbox"/> Upstairs <input type="checkbox"/> Downstairs <input type="checkbox"/> Full <input type="checkbox"/> Half Details, Discrepancies, and Exceptions. Check blocks or insert quantity as they apply. If checking "OTHER" explain in "REMARKS" section with item's corresponding number.						
14. SHOWER STALL	<input type="checkbox"/> Fiberglass <input type="checkbox"/> Plastic <input type="checkbox"/> Tile <input type="checkbox"/> Other Color: _____					
15. SHOWER CURTAIN ROD	<input type="checkbox"/> Metal <input type="checkbox"/> Plastic <input type="checkbox"/> Wood <input type="checkbox"/> Other					
16. SHOWER DOOR	<input type="checkbox"/> Plexiglas <input type="checkbox"/> Glass <input type="checkbox"/> Other					
17. TOWEL BAR	<input type="checkbox"/> Metal <input type="checkbox"/> Plastic <input type="checkbox"/> Wood <input type="checkbox"/> Ceramic <input type="checkbox"/> Ring <input type="checkbox"/> Other					
18. SINK	<input type="checkbox"/> Single <input type="checkbox"/> Pedestal <input type="checkbox"/> Porcelain <input type="checkbox"/> Fiberglass <input type="checkbox"/> Stainless Steel <input type="checkbox"/> Other Color: _____					
19. VANITY/ CABINETS	<input type="checkbox"/> Wood <input type="checkbox"/> Laminate <input type="checkbox"/> Pressed Wood <input type="checkbox"/> Metal <input type="checkbox"/> Stained <input type="checkbox"/> Drawers <input type="checkbox"/> Corian <input type="checkbox"/> Fiberglass <input type="checkbox"/> Other COUNTER TOP: <input type="checkbox"/> Formica <input type="checkbox"/> Tile <input type="checkbox"/> One-Piece Molded <input type="checkbox"/> Other					
20. MEDICINE CABINETS	<input type="checkbox"/> Wood <input type="checkbox"/> Mirrored <input type="checkbox"/> Plastic <input type="checkbox"/> Metal <input type="checkbox"/> Recessed <input type="checkbox"/> Walled-Mounted <input type="checkbox"/> Other					
21. ACCESSORIES	MIRROR: <input type="checkbox"/> Wall-Mounted <input type="checkbox"/> Other SOAP DISH: <input type="checkbox"/> Plastic <input type="checkbox"/> Metal <input type="checkbox"/> Wood <input type="checkbox"/> Ceramic <input type="checkbox"/> Other TOOTH BRUSH HOLDER: <input type="checkbox"/> Plastic <input type="checkbox"/> Metal <input type="checkbox"/> Wood <input type="checkbox"/> Ceramic TOILET PAPER HOLDER: <input type="checkbox"/> Plastic <input type="checkbox"/> Metal <input type="checkbox"/> Wood <input type="checkbox"/> Ceramic <input type="checkbox"/> Wall-Mounted <input type="checkbox"/> Vanity-Mounted <input type="checkbox"/> Other					
22. EXHAUST FAN	<input type="checkbox"/> Working <input type="checkbox"/> Not Working					
REMARKS: _____						

PAGE _____ OF _____

Continued on next page

Inspecting Quarters, Continued

Sample Condition Inspection Report (continued)

HALL										
NOTE IN REMARKS: <input type="checkbox"/> Upstairs <input type="checkbox"/> Downstairs		N	G	F	P	N				
Details, Discrepancies, and Exceptions. Check blocks or insert quantity as they apply. If checking "OTHER" explain in "REMARKS" section with item's corresponding number.		W	O	A	O	/	O	A		
		D	R	R	R					
1. FLOOR COVERING	<input type="checkbox"/> Wood <input type="checkbox"/> Carpet <input type="checkbox"/> Tile <input type="checkbox"/> Vinyl <input type="checkbox"/> Other Color: _____ Age: _____ Yr. _____ Months _____									
2. BASEBOARD	<input type="checkbox"/> Wood <input type="checkbox"/> Tile <input type="checkbox"/> Vinyl <input type="checkbox"/> Other FINISH: <input type="checkbox"/> Paint <input type="checkbox"/> Stain <input type="checkbox"/> Other									
3. WALLS	<input type="checkbox"/> Sheetrock <input type="checkbox"/> Brick <input type="checkbox"/> Cement <input type="checkbox"/> Paneling <input type="checkbox"/> Other FINISH: <input type="checkbox"/> Paint <input type="checkbox"/> Stucco <input type="checkbox"/> Plaster <input type="checkbox"/> Wallpaper									
4. CEILING	<input type="checkbox"/> Paint <input type="checkbox"/> Stucco <input type="checkbox"/> Plaster <input type="checkbox"/> Blown <input type="checkbox"/> Hanging <input type="checkbox"/> Sculptured <input type="checkbox"/> Acoustic Tile <input type="checkbox"/> Open Beam <input type="checkbox"/> Other Ceiling Fan: # of Blades _____ <input type="checkbox"/> Light Kit									
5. TRIM	<input type="checkbox"/> Chair Rail <input type="checkbox"/> Crown <input type="checkbox"/> ¼ Round <input type="checkbox"/> Wood <input type="checkbox"/> Other									
6. DOORS	<input type="checkbox"/> Wood <input type="checkbox"/> Hollow <input type="checkbox"/> Louver <input type="checkbox"/> Metal <input type="checkbox"/> Solid <input type="checkbox"/> Sliding Glass <input type="checkbox"/> Other DOOR STOP: Type: _____									
7. CLOSET	# of Closets _____ <input type="checkbox"/> Rod SHELVES: <input type="checkbox"/> Wood <input type="checkbox"/> Metal # _____ <input type="checkbox"/> Other									
8. LIGHT FIXTURES	<input type="checkbox"/> Incandescent <input type="checkbox"/> Fluorescent <input type="checkbox"/> Ceiling Mount <input type="checkbox"/> Wall Mount <input type="checkbox"/> Track <input type="checkbox"/> Recessed <input type="checkbox"/> Other									
9. COVER PLATES	<input type="checkbox"/> Metal <input type="checkbox"/> Plastic <input type="checkbox"/> Other									
10. HEAT/AIR VENT	<input type="checkbox"/> Floor <input type="checkbox"/> Ceiling <input type="checkbox"/> Wall <input type="checkbox"/> Radiator <input type="checkbox"/> Baseboard									
11. SMOKE DETECTOR	<input type="checkbox"/> Working <input type="checkbox"/> Not Working Other Location: _____ <input type="checkbox"/> Hard-wired <input type="checkbox"/> Battery <input type="checkbox"/> Other									
12. THERMOSTAT	<input type="checkbox"/> Mercury <input type="checkbox"/> Digital <input type="checkbox"/> Rheostat <input type="checkbox"/> Other									
13. STAIRS	<input type="checkbox"/> Wood <input type="checkbox"/> Carpet <input type="checkbox"/> Non-Skid Strips <input type="checkbox"/> Other									
14. BANNISTER/ HANDRAILS	<input type="checkbox"/> Wood <input type="checkbox"/> Metal <input type="checkbox"/> Other FINISH: <input type="checkbox"/> Paint <input type="checkbox"/> Stain <input type="checkbox"/> Other									
15. WINDOW	TYPE: _____									
REMARKS: _____										

Inspecting Quarters, Continued

Sample Condition Inspection Report (continued)

INTERIOR ROOM		N	G	F	P	N
NOTE IN REMARKS: Type of Room: <input type="checkbox"/> Upstairs <input type="checkbox"/> Downstairs		E	O	A	O	A
Details, Discrepancies, and Exceptions. Check blocks or insert quantity as they apply. If checking "OTHER" explain in "REMARKS" section with item's corresponding number.		W	D	R	R	A
1. FLOOR COVERING	<input type="checkbox"/> Wood <input type="checkbox"/> Carpet <input type="checkbox"/> Tile <input type="checkbox"/> Vinyl <input type="checkbox"/> Other Color: _____ Age: _____ Yr _____ Months _____					
2. BASEBOARD	<input type="checkbox"/> Wood <input type="checkbox"/> Tile <input type="checkbox"/> Vinyl <input type="checkbox"/> Other FINISH: <input type="checkbox"/> Paint <input type="checkbox"/> Stain <input type="checkbox"/> Other					
3. WALLS	<input type="checkbox"/> Sheetrock <input type="checkbox"/> Brick <input type="checkbox"/> Cement <input type="checkbox"/> Paneling <input type="checkbox"/> Other FINISH: <input type="checkbox"/> Paint <input type="checkbox"/> Stucco <input type="checkbox"/> Plaster <input type="checkbox"/> Wallpaper Date Last Painted: _____					
4. CEILING	<input type="checkbox"/> Paint <input type="checkbox"/> Stucco <input type="checkbox"/> Plaster <input type="checkbox"/> Blown <input type="checkbox"/> Hanging <input type="checkbox"/> Sculptured <input type="checkbox"/> Acoustic Tile <input type="checkbox"/> Open Beam <input type="checkbox"/> Other Ceiling Fan: # of Blades _____ <input type="checkbox"/> Light Kit					
5. TRIM	<input type="checkbox"/> Chair Rail <input type="checkbox"/> Crown <input type="checkbox"/> X Round <input type="checkbox"/> Wood <input type="checkbox"/> Other					
6. WINDOWS	<input type="checkbox"/> Thermal <input type="checkbox"/> Double Hung <input type="checkbox"/> Casement <input type="checkbox"/> Picture <input type="checkbox"/> Bay <input type="checkbox"/> Single-Pane <input type="checkbox"/> Storm <input type="checkbox"/> Other <input type="checkbox"/> Security Bars LOCK: <input type="checkbox"/> Working <input type="checkbox"/> Not Working SCREEN: <input type="checkbox"/> Aluminum <input type="checkbox"/> Nylon <input type="checkbox"/> Other BLINDS: <input type="checkbox"/> Vertical <input type="checkbox"/> Roll-up <input type="checkbox"/> Venetian <input type="checkbox"/> Mini <input type="checkbox"/> Other					
7. DOORS	<input type="checkbox"/> Wood <input type="checkbox"/> Hollow <input type="checkbox"/> Louver <input type="checkbox"/> Metal <input type="checkbox"/> Solid <input type="checkbox"/> Sliding Glass <input type="checkbox"/> Other DOOR STOP: Type: _____					
8. CLOSET	# of Closets _____ <input type="checkbox"/> Rod SHELVES: <input type="checkbox"/> Wood <input type="checkbox"/> Metal _____ # <input type="checkbox"/> Other					
9. LIGHT FIXTURES	<input type="checkbox"/> Incandescent <input type="checkbox"/> Fluorescent <input type="checkbox"/> Ceiling Mount <input type="checkbox"/> Wall-Mount <input type="checkbox"/> Track <input type="checkbox"/> Recessed <input type="checkbox"/> Other					
10. COVER PLATES	<input type="checkbox"/> Metal <input type="checkbox"/> Plastic <input type="checkbox"/> Other					
11. HEAT/AIR VENT	<input type="checkbox"/> Floor <input type="checkbox"/> Ceiling <input type="checkbox"/> Wall <input type="checkbox"/> Radiator <input type="checkbox"/> Baseboard					
REMARKS:						

PAGE _____ OF _____

Continued on next page

Inspecting Quarters, Continued

Sample Condition Inspection Report (continued)

GARAGE/CARPORT		N	G	F	P	N
		E	O	A	O	/
		W	D	I	R	A
<p>NOTE IN REMARKS: Details, Discrepancies, and Exceptions. Check blocks or insert quantity as they apply. If checking "OTHER" explain in "REMARKS" section with item's corresponding number.</p>						
1. FLOOR	<input type="checkbox"/> Ground <input type="checkbox"/> Cement <input type="checkbox"/> Gravel <input type="checkbox"/> Asphalt <input type="checkbox"/> Other					
2. BASEBOARD	<input type="checkbox"/> Wood <input type="checkbox"/> Other FINISH: <input type="checkbox"/> Paint <input type="checkbox"/> Other					
3. WALLS	CONSTRUCTION: <input type="checkbox"/> Sheet Rock <input type="checkbox"/> Brick <input type="checkbox"/> Cement <input type="checkbox"/> Cinder Block <input type="checkbox"/> Other FINISH: <input type="checkbox"/> Paint <input type="checkbox"/> Stucco <input type="checkbox"/> Plaster <input type="checkbox"/> Other					
4. CEILING	<input type="checkbox"/> Paint <input type="checkbox"/> Stucco <input type="checkbox"/> Plaster <input type="checkbox"/> Hanging <input type="checkbox"/> Open Beam <input type="checkbox"/> Other					
5. WINDOWS	<input type="checkbox"/> Thermal <input type="checkbox"/> Double Hung <input type="checkbox"/> Casement <input type="checkbox"/> Storm <input type="checkbox"/> Single-Pane <input type="checkbox"/> Security Bars <input type="checkbox"/> Other LOCK: <input type="checkbox"/> Working <input type="checkbox"/> Not Working SCREEN: <input type="checkbox"/> Aluminum <input type="checkbox"/> Nylon <input type="checkbox"/> Other BLINDS: <input type="checkbox"/> Vertical <input type="checkbox"/> Roll-up <input type="checkbox"/> Venetian <input type="checkbox"/> Mini <input type="checkbox"/> Other # _____					
6. DOORS	<input type="checkbox"/> Wood <input type="checkbox"/> Metal <input type="checkbox"/> Other DOOR STOP: <input type="checkbox"/> Metal <input type="checkbox"/> Wood <input type="checkbox"/> Marble <input type="checkbox"/> Other					
7. LIGHT FIXTURES	<input type="checkbox"/> Incandescent <input type="checkbox"/> Fluorescent <input type="checkbox"/> Ceiling <input type="checkbox"/> Wall <input type="checkbox"/> Flood <input type="checkbox"/> Other					
8. OVERHEAD DOOR	<input type="checkbox"/> Metal <input type="checkbox"/> Wood <input type="checkbox"/> Fiberglass <input type="checkbox"/> Other <input type="checkbox"/> Window # _____ <input type="checkbox"/> Electric Door Opener Remote Controller # _____					
9. DEEP/UTILITY SINK	<input type="checkbox"/> Metal <input type="checkbox"/> Fiberglass <input type="checkbox"/> Porcelain <input type="checkbox"/> Other					
10. SHELVING	<input type="checkbox"/> Metal <input type="checkbox"/> Wood <input type="checkbox"/> Pegboard <input type="checkbox"/> Other					
11. CABINETS	<input type="checkbox"/> Metal <input type="checkbox"/> Wood <input type="checkbox"/> Other					
12. WORK BENCH	<input type="checkbox"/> Metal <input type="checkbox"/> Wood <input type="checkbox"/> Other					
13. HEATING	TYPE: _____					
REMARKS:						
PAGE _____ OF _____						

Continued on next page

Inspecting Quarters, Continued

Sample Condition Inspection Report (continued)

EXTERIOR		N E W	G O O D	F A I R	P O O R	N / A
<p>NOTE IN REMARKS: Details, Discrepancies, and Exceptions. Check blocks or insert quantity as they apply. If checking "OTHER" explain in "REMARKS" section with item's corresponding number.</p>						
1. LANDSCAPE	<input type="checkbox"/> Grass <input type="checkbox"/> Gravel <input type="checkbox"/> Sand <input type="checkbox"/> Scrub <input type="checkbox"/> Trees <input type="checkbox"/> Other <hr/> MAINTENANCE: <input type="checkbox"/> Landlord <input type="checkbox"/> Tenant Exceptions: _____					
2. ROOF	Age: _____ <input type="checkbox"/> Asphalt <input type="checkbox"/> Wood <input type="checkbox"/> Cedar <input type="checkbox"/> Tin <input type="checkbox"/> Fiberglass <input type="checkbox"/> Terra-Cotta <input type="checkbox"/> Other CHIMNEY: <input type="checkbox"/> Brick <input type="checkbox"/> Metal <input type="checkbox"/> Other GUTTERS: <input type="checkbox"/> Aluminum <input type="checkbox"/> Vinyl <input type="checkbox"/> Shingles DOWNSPOUTS: <input type="checkbox"/> Vinyl <input type="checkbox"/> Alum. <input type="checkbox"/> Splash Guards <input type="checkbox"/> Other					
3. FOUNDATION	<input type="checkbox"/> Slab <input type="checkbox"/> Poured w/Basement <input type="checkbox"/> Pilings <input type="checkbox"/> Crawl Space <input type="checkbox"/> Other					
4. EXTERIOR CONSTRUCTION	<input type="checkbox"/> Wood <input type="checkbox"/> Aluminum <input type="checkbox"/> Brick <input type="checkbox"/> Vinyl <input type="checkbox"/> Shingles <input type="checkbox"/> Stucco <input type="checkbox"/> Other AWNINGS: <input type="checkbox"/> Fiberglass <input type="checkbox"/> Metal <input type="checkbox"/> Cloth <input type="checkbox"/> Other SHUTTERS: <input type="checkbox"/> Wood <input type="checkbox"/> Vinyl <input type="checkbox"/> Metal <input type="checkbox"/> Other <input type="checkbox"/> Functional <input type="checkbox"/> Decorative					
5. DOOR	<input type="checkbox"/> Wood <input type="checkbox"/> Metal <input type="checkbox"/> Solid <input type="checkbox"/> Hollow <input type="checkbox"/> Other SCREEN DOOR: <input type="checkbox"/> Sliding <input type="checkbox"/> Hinged <input type="checkbox"/> Full Screen THRESHOLD: <input type="checkbox"/> Metal <input type="checkbox"/> Wood <input type="checkbox"/> Marble <input type="checkbox"/> Other					
6. STORM DOOR	<input type="checkbox"/> Wood <input type="checkbox"/> Metal <input type="checkbox"/> Solid <input type="checkbox"/> Hollow <input type="checkbox"/> Other					
7. PORCH/DECK/PATIO	<input type="checkbox"/> Wood <input type="checkbox"/> Metal <input type="checkbox"/> Solid <input type="checkbox"/> Hollow <input type="checkbox"/> Other <input type="checkbox"/> Enclosed <input type="checkbox"/> Open					
8. DRIVEWAY	<input type="checkbox"/> Cement <input type="checkbox"/> Asphalt <input type="checkbox"/> Gravel <input type="checkbox"/> Brick <input type="checkbox"/> Ground <input type="checkbox"/> Other					
9. WALKWAY	<input type="checkbox"/> Cement <input type="checkbox"/> Asphalt <input type="checkbox"/> Gravel <input type="checkbox"/> Brick <input type="checkbox"/> Flagstone <input type="checkbox"/> Other					
10. OUTDOOR LIGHTING	<input type="checkbox"/> Flood <input type="checkbox"/> Carriage <input type="checkbox"/> Gas <input type="checkbox"/> Photocell <input type="checkbox"/> Motion Detector <input type="checkbox"/> Metal Base/Glass <input type="checkbox"/> Other					
REMARKS: _____						

PAGE _____ OF _____						

Continued on next page

Inspecting Quarters, Continued

Sample Condition Inspection Report (continued)

EXTERIOR - Pg.2

NOTE IN REMARKS: Details, Discrepancies, and Exceptions. Check blocks or insert quantity as they apply. If checking "OTHER" explain in "REMARKS" section with item's corresponding number.

		N E W	G O O D	F A I R	P O O R	N / O A
11. WATER	<input type="checkbox"/> City <input type="checkbox"/> Individual Well <input type="checkbox"/> Community Well <input type="checkbox"/> Well Pump					
12. STORAGE SHED	<input type="checkbox"/> Wood <input type="checkbox"/> Metal <input type="checkbox"/> Other ELECTRICITY: <input type="checkbox"/> Paint <input type="checkbox"/> Outlets					
13. TV/RADIO ANTENNA	<input type="checkbox"/> External <input type="checkbox"/> Internal <input type="checkbox"/> Satellite Dish <input type="checkbox"/> Cable					
14. FENCE	<input type="checkbox"/> Wood <input type="checkbox"/> Chain Link <input type="checkbox"/> Other Height _____ GATE: <input type="checkbox"/> Wood <input type="checkbox"/> Chain Link <input type="checkbox"/> Other					
15. MAILBOX	<input type="checkbox"/> Curb <input type="checkbox"/> Attached <input type="checkbox"/> Door Slot <input type="checkbox"/> Cluster <input type="checkbox"/> Wood <input type="checkbox"/> Metal <input type="checkbox"/> Plastic <input type="checkbox"/> Other					
16. DOORBELL	<input type="checkbox"/> Working <input type="checkbox"/> Not Working					
17. GARBAGE CAN	<input type="checkbox"/> Metal <input type="checkbox"/> Plastic <input type="checkbox"/> Other Size: _____ Provided By: <input type="checkbox"/> Landlord <input type="checkbox"/> Municipal					
18. CLOTHES LINE POLE	<input type="checkbox"/> Wood <input type="checkbox"/> Metal <input type="checkbox"/> Plastic <input type="checkbox"/> Umbrella <input type="checkbox"/> Other					
19. SEWAGE SYSTEM	<input type="checkbox"/> City <input type="checkbox"/> Septic Date Last Pumped: _____					
20. OUTDOOR SHOWER	SHELVES: <input type="checkbox"/> Wood <input type="checkbox"/> Metal _____ # <input type="checkbox"/> Other					
21. SPECIAL NEEDS	<input type="checkbox"/> Ramp <input type="checkbox"/> Bath <input type="checkbox"/> Doors <input type="checkbox"/> Rails <input type="checkbox"/> Counters <input type="checkbox"/> Cabinets <input type="checkbox"/> Other					

REMARKS: _____

PAGE _____ OF _____

Continued on next page

Inspecting Quarters, Continued

Sample Condition Inspection Report (continued)

GENERAL		N E W	G O D	F A I R	P O O R	N O T A
<p>NOTE IN REMARKS: Details, Discrepancies, and Exceptions. Check blocks or insert quantity as they apply. If checking "OTHER" explain in "REMARKS" section with item's corresponding number.</p>						
1. HEATING/COOLING	FUEL: <input type="checkbox"/> Gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump Central A/C <input type="checkbox"/> Forced Hot Air <input type="checkbox"/> Hot Water Baseboard <input type="checkbox"/> Wood/Coal Burning Stove <input type="checkbox"/> Window A/C Unit # _____ Make: _____					
2. HOT WATER HEATER	<input type="checkbox"/> Gas <input type="checkbox"/> Electric Make: _____ Cap. _____ Gal					
3. WASHER/DRYER	WASHER: <input type="checkbox"/> Provided Make: _____ Age: _____ DRYER: <input type="checkbox"/> Provided <input type="checkbox"/> Gas <input type="checkbox"/> Electric Make: _____ Age: _____ Location of Hookups: _____					
4. FIREPLACE	<input type="checkbox"/> Wood <input type="checkbox"/> Gas <input type="checkbox"/> Chimney <input type="checkbox"/> Ventless CHIMNEY CLEANED BY: <input type="checkbox"/> Landlord <input type="checkbox"/> Tenant Date Last Cleaned: _____					
5. ATTIC ACCESS	LOCATION: _____					
REMARKS: _____						

Continued on next page

Inspecting Quarters, Continued

Sample Condition Inspection Report (continued)

REMARKS PAGE

List any details of discrepancies and exceptions for any room on this page. Name room(s) described.

REMARKS:

Lined area for handwritten remarks.

PAGE ____ OF ____

Continued on next page

Inspecting Quarters, Continued

Sample Local Housing Inspection Form

LOCAL HOUSING INSPECTION FORM (OWNED/LEASED)			
(Circle One)			
<u>OCCUPANT/RANK</u>	<u>LEASE #</u>	<u>DATE</u>	<u>INSPECTION: IN / PRE-OUT / ANNUAL / SPOT</u>
KITCHEN			<u>NOTE DISCREPANCIES</u>
Ceiling (clean, spot free)			_____
Walls (clean, spot free)			_____
Floor (clean, waxed)			_____
Windows, blinds, sills, screens (clean)			_____
Cabinets (clean inside, outside)			_____
Counters (clean, stain-free)			_____
Light fixtures (clean, bulbs)			_____
Sink (clean, stain-free)			_____
Refrigerator (clean inside, outside)			_____
Stove (clean inside, outside)			_____
Dishwasher/Disposal (clean, working)			_____
Vent (clean, working properly)			_____
Other			_____
DINING ROOM			
Ceiling (clean, spot-free)			_____
Walls (clean, spot-free)			_____
Floor (carpet professionally cleaned)			_____
Windows, blinds, sills, screens (clean)			_____
Light fixtures (clean, working)			_____
Doors (clean, chip-free)			_____
Other			_____
LIVING ROOM			
Ceiling (clean, spot-free)			_____
Walls (clean, spot-free)			_____
Floor (carpet professionally cleaned)			_____
Windows, blinds, sills, screens (clean)			_____
Light fixtures (clean, working)			_____
Doors (clean, chip-free)			_____
Other			_____
FAMILY BATHROOM			
Ceiling (clean, spot-free)			_____
Walls (clean, spot-free)			_____
Floor (clean, waxed)			_____
Windows, blinds, sills, screens (clean)			_____
Light fixtures (clean, working)			_____
Medicine cabinet (clean inside, outside)			_____
Towel bars/accessories (clean)			_____
Sink (clean, chip-, stain-free)			_____
Toilet/seal (clean, stain-free)			_____
Tub/shower/rod (clean, chip-, stain-free)			_____
Cabinets/vanity (clean, burn-free)			_____
Vent/fan (clean, working properly)			_____
Other			_____

Inspecting Quarters, Continued

Sample Local Housing Inspection Form (continued)

LOCAL HOUSING INSPECTION FORM (OWNED/LEASED)			
(Circle One)			
OCCUPANT/RANK	LEASE #	DATE	INSPECTION: IN / PRE-OUT / ANNUAL / SPOT
HALL/STAIRS		<u>NOTE DISCREPANCIES</u>	
Ceiling/wall (clean, spot free)		_____	
Floor (carpet professionally cleaned)		_____	
Windows, blinds, sills, screens (clean)		_____	
Light fixtures (clean, working)		_____	
Doors (clean, chip free)		_____	
Other		_____	
HALL HALF-BATHROOM			
Ceiling (clean, spot-free)		_____	
Walls (clean, spot-free)		_____	
Floor (clean, waxed)		_____	
Windows, blinds, sills, screens (clean)		_____	
Towel bar/accessories (clean)		_____	
Medicine cabinet (clean inside, outside)		_____	
Sink (clean, chip-, stain-free)		_____	
Toilet/seat (clean, stain-free)		_____	
Counter/vanity (clean, burn-free)		_____	
Light fixtures/outlets (working)		_____	
Vent/fan (clean, working properly)		_____	
Other		_____	
BEDROOM #1			
Ceiling (clean, spot free)		_____	
Walls (clean, spot-free)		_____	
Floor (carpet professionally cleaned)		_____	
Windows, blinds, sills, screens (clean)		_____	
Lights fixtures/outlets (working)		_____	
Doors (clean, chip free)		_____	
Closets (clean, lights working)		_____	
Other		_____	
BEDROOM #2			
Ceiling (clean, spot free)		_____	
Walls (clean, spot-free)		_____	
Floor (carpet professionally cleaned)		_____	
Windows, blinds, sills, screens (clean)		_____	
Lights fixtures/outlets (working)		_____	
Doors (clean, chip free)		_____	
Closets (clean, lights working)		_____	
Other		_____	
BEDROOM #3			
Ceiling (clean, spot free)		_____	
Walls (clean, spot-free)		_____	
Floor (carpet professionally cleaned)		_____	
Windows, blinds, sills, screens (clean)		_____	
Lights fixtures/outlets (working)		_____	
Doors (clean, chip free)		_____	
Closets (clean, lights working)		_____	
Other		_____	

Inspecting Quarters, Continued

Sample Local Housing Inspection Form (continued)

LOCAL HOUSING INSPECTION FORM (OWNED/LEASED)

(Circle One)

OCCUPANT/RANK _____ LEASE # _____ DATE _____ INSPECTION: IN / PRE-OUT / ANNUAL / SPOT _____

	<u>NOTE DISCREPANCIES</u>
BEDROOM #4	
Ceiling (clean, spot free)	_____
Walls (clean, spot-free)	_____
Floor (carpet professionally cleaned)	_____
Windows, blinds, sills, screens (clean)	_____
Lights fixtures/outlets (working)	_____
Doors (clean, chip free)	_____
Closets (clean, lights working)	_____
Other	_____
DEN/STUDY	
Ceiling (clean, spot-free)	_____
Walls (clean, spot-free)	_____
Floor (carpet professionally cleaned)	_____
Other	_____
UTILITY ROOM	
Ceiling (clean, spot-free)	_____
Walls (clean, spot-free)	_____
Washer, dryer, hook-ups (good shape)	_____
Lights/outlets (working)	_____
Doors (clean, chip-free)	_____
Other	_____
EXTERIOR	
Outside of home (clean, undamaged)	_____
Walkways (clean, spot-free)	_____
Driveway (clean, oil-free)	_____
Porch, deck, patio (clean, undamaged)	_____
Lawn, trees, shrubbery (cut, trimmed)	_____
Fence, shed (working, undamaged)	_____
Doors, lights (clean, chip-free, working)	_____
Other	_____

I certify this Inspection represents a true record of the condition of the unit on arrival or departure. I agree to pay damages incurred beyond normal wear and tear while assigned to housing, approximate amount of \$ _____.

FORWARDING ADDRESS IF VACATING QUARTERS:

Phone () _____ / () _____

_____ OCCUPANT

_____ COAST GUARD HOUSING INSPECTOR

_____ LESSOR/OWNER

PAGE 3 OF 3



Section C Occupying Quarters

Introduction

The occupancy of leased quarters is the culmination of procedures covered in previous sections. Of all the procedures involved in leased housing, occupancy is of the most importance.

References

- Coast Guard Housing Manual, COMDTINST M11101.13 (series), Sec. 6.E.
Art. 7.D.4.k.
-

**LHO and HR
responsibilities**

Assign members to leased housing only after locating an adequate housing unit and the LHCO has approved and signed the lease contract (☛ Page 3-C-4). Under no circumstances is assignment to the unit allowed before conducting a check-in inspection.

**Length of
occupancy**

Occupancy of assigned leased housing normally is allowed for the duration of the member's tour. However, extenuating circumstances, such as the availability of Government-owned housing, changes to eligibility status, budget reductions, misconduct, excessive utility consumption, etc., could necessitate early termination.

Continued on next page

Occupying Quarters, Continued

Tenant Occupancy Instructions

Tenant Occupancy Instructions provide necessary critical leased housing information. Provide these instructions at check-in and have tenants sign for receipt. At a minimum, Tenant Occupancy Instructions must contain:

- a signature block to acknowledge receipt
- a statement the tenant has read and will comply with the Tenant Occupancy Instruction
- a prohibition against using the premises for illegal purposes
- a prohibition against storing anything constituting a fire hazard in or on the premises
- the understanding the tenants must restore quarters to their initial leased condition, less wear and tear, on vacating
- the understanding the tenant(s) shall be held personally liable for property loss or damage caused by property negligence or abuse
- a requirement for a 45-day notice of intent to move on receiving orders or loss of quarters eligibility and vacancy cost recovery policy
- utility conservation information
- pet policy and liability understanding
- a requirement to abide by the Lessor's or complex's rules and regulations
- visitation policy
- quarters modification policy
- inspection information
- in-home child care policy
- weapons policy
- subletting policy
- recommendation to obtain renter's insurance
- a prohibition against separate Tenant-Lessor agreements

Note: Obtain Tenant Occupancy Instructions from servicing AHOs.

Assignment refusal

Members who refuse assignment to adequate leased quarters (☛ Page 3-C-5) are not allowed to re-apply for leased housing for one year from the date of refusal.

Continued on next page

Occupying Quarters, Continued

Procedures

Perform these steps to occupy leased quarters:

Step	Action
1	Notify members in writing of assignment to leased quarters; give location and check-in date and time.
2	Perform check-in inspection with required participants. <u>Note:</u> Under no circumstances is assignment to quarters or issuance of keys allowed before conducting a check-in inspection.
3	Issue keys.
4	Provide tenant(s) with Tenant Occupancy Instructions and obtain signed receipt.
5	Notify member's servicing PERSRU within 48 hours to stop BAH effective on their check-in date.

Continued on next page

Occupying Quarters, Continued

Sample Assignment Letter

U.S. Department
of Transportation
United States
Coast Guard



11101/Lease number

From: LHA
To: Member
Via: Member's command

Subj: NOTICE OF ASSIGNMENT TO GOVERNMENT-LEASED HOUSING

Ref: (a) ISC _____ SOP
(b) Coast Guard Housing Manual, COMDTINST M11101.13C

1. Government-leased quarters at [insert address] _____ are available as your assigned quarters effective [insert date]. Your check-in date and time is scheduled for [insert] _____.
2. Should you choose not to accept your housing assignment, your name will be removed from the waiting list and you will not be eligible for further assignment to leased quarters for one year from your date of refusal.
3. If you have any questions about this matter, please contact me at the above number.

LHO
By direction

Copy: AHA

Continued on next page

Occupying Quarters, Continued

Sample Assignment Refusal Letter

U.S. Department
of Transportation
United States
Coast Guard



11101

From: LHA
To: Member
Via: Member's command

Subj: REFUSAL OF ASSIGNMENT TO LEASED QUARTERS

Ref: (a) ISC _____ SOP
(b) Coast Guard Housing Manual, COMDTINST M11101.13 (series), Art. 6.D.8.c

1. On [insert date] you declined assignment to leased quarters. Quarters assigned to you met all adequacy standards listed in references (a) and (b). Pursuant to them your name has been removed from the waiting list. Pursuant to reference (a), the conditions of this restriction will not be waived.

2. If you have any questions about this matter, please contact me at the above number.

LHO
By direction

Copy: AHA



Section D Terminating Occupancy

Introduction

Terminating occupancy of a leased unit is done for many reasons, most often these:

- PCS transfer
 - Separation
 - Eviction
 - Member's convenience
-

References

- Coast Guard Housing Manual, COMDTINST M11101.13 (series), Sec. 6.F.
Art. 7.D.4.k.
-

LHO and HR responsibilities

Terminate occupancy of leased quarters when the member requests, as soon as possible thereafter, or when other circumstances warrant.

Requirement for 45-day advance notice of intent to vacate quarters

The member must give a written notice of intent to vacate leased quarters to the LHO or HR at least 45 days in advance (☛ Page 3-D-3.). Except for emergencies or short-notice PCS orders, hold member responsible for meeting this requirement in accordance with Section 1-H.

Inspections

Perform pre-termination and check-out inspections in accordance with Section 3-B before terminating occupancy.

Evictions

If a member does not comply with leased housing regulations, the LHO should send him or her a notice of housing complaint (☛ Page 3-D-4). If eviction becomes necessary, consultations and eviction notices must be documented (☛ Pages 3-D-5 and 6).

Voluntary occupancy termination

When the member notifies the LHO or HR he or she voluntarily chooses to move out of leased housing, the LHO or HR should counsel member on ineligibility for leased housing until reassignment (☛ Page 3-D-7).

Continued on next page

Terminating Occupancy, Continued

Government-funded local moves

Government-funded local moves are authorized when the Government directs a member to move, e.g., evicted, lease contract terminates, mandatory assignment to Government-owned housing.

Note 1: Contact the local moves funds administrator for additional guidance.

Note 2: Obtain approval for a local do-it-yourself (DITY) move from the Transportation Officer before the move.

BAH reinstatement

The check-out inspection must be completed successfully before the member's BAH can be reinstated. On successfully completing the check-out inspection, the LHO or HR notifies the member's servicing PERSRU of occupancy termination.

Procedures

Follow these steps to terminate occupancy of leased quarters:

Step	Procedure
1	Schedule pre-termination and check-out inspections after receiving member's termination notice.
2	Conduct pre-termination and check-out inspections.
3	Terminate assignment and receive keys from member(s) after successful completion of the check-out inspection.
4	Send PERSRU termination notice for BAH reinstatement.
5	Begin lease contract termination process if unit is no longer needed.

Continued on next page

Terminating Occupancy, Continued

Sample Notice of Intent to Move from Owned or Leased Quarters

NOTICE OF INTENT TO MOVE FROM OWNED OR LEASED QUARTERS

Date: _____

From: _____
Rank/Rate Name SSN

To: Local Housing Officer

1. I intend to move out of Government Owned/Leased Quarters on _____
My address is _____

2. Reason for this move is (check one):

____ PCS transfer to: _____
Unit

____ Discharge/release/retirement from active duty on _____
Date

____ Voluntary move because (explain why):

3. My forwarding address will be:

Address: _____

City: _____, State: _____ Zip: _____

Telephone: _____

4. I understand I must give at least 45 days' notice to the Local Housing Officer. I will contact the Local Housing Officer not later than 30 days before termination date to schedule my preliminary check-out and final check-out inspections.

Signature

Continued on next page

Terminating Occupancy, Continued

Sample Notice of Housing Complaint

U.S. Department
of Transportation
United States
Coast Guard



11101/Lease number

From: LHA
To: Member
Via: Member's command

Subj: NOTICE OF HOUSING COMPLAINT

Ref: (a) CG Housing Manual, COMDTINST M11101.13 (series)
(b) ISC _____ SOP

1. Enclosure (1) is a complaint this office received about your occupancy of leased quarters. The deficiency noted is to be corrected immediately. Occupancy of government quarters is a revocable privilege. This is a notice and warning that continued abuse of your housing privilege can and will lead to losing leased housing eligibility.

2. If you have any information on your behalf about the enclosed complaint, provide via your chain-of-command a written statement and any pertinent documentation to this office immediately. Failure to do so will indicate you acknowledge the enclosed complaint and do not dispute any facts it contains.

LHO
By direction

Encl: (1) Complaint

Copy: AHA
Residence

Continued on next page

Terminating Occupancy, Continued

Sample Eviction Letter

U.S. Department
of Transportation
United States
Coast Guard



11101/Lease number

From: LHA
To: Member
Via: Member's command

Subj: EVICTION FROM GOVERNMENT-LEASED HOUSING

Ref: (a) CG Housing Manual, COMDTINST M11101.13 (series)

1. Enclosure (1) documents your failure to observe and comply with leased housing occupancy rules. Therefore, you are ordered to vacate your assigned leased quarters by [insert date].
2. Article 6.F.7, of reference (a) states if an occupant does not observe and comply with occupancy rules and regulations or violates the terms of occupancy, the member may be evicted. The Occupancy Rules you received on check-in clearly state failure to comply will result in eviction. Enclosure (2) is a copy of your acknowledgment of receiving those rules. Your behavior is abuse of the leased housing privilege.
3. A preliminary checkout inspection of your quarters is scheduled for [insert date and time]. The final inspection will be [insert date and time]. You are ordered to be present for both inspections. You will not receive Basic Allowance for Housing (BAH), if entitled, until you pass the final checkout inspection. Additionally, failure to arrange your relocation shall not permit you to continue to live in leased quarters after the stated eviction date. Failure to vacate quarters shall result in disciplinary action under the UCMJ and may lead to administrative action and/or civil action pursuant to the Landlord Tenant Act.
4. You are entitled to a Government-funded local move of your household effects. You must contact your servicing Transportation Office immediately to make timely arrangements. The accounting data for this local move is: [insert accounting data].
5. Whatever private lease option you pursue, you should ensure a "Military Clause" is in the lease. For additional legal assistance in interpreting lease provisions, you should consult your servicing Legal Office.

Continued on next page

Terminating Occupancy, Continued

Sample Eviction Letter (continued)

11101/Lease number

Subj: EVICTION FROM GOVERNMENT-LEASED QUARTERS

6. Your BAH will start the date you pass the final checkout inspection. You should anticipate a minimum of four weeks before you receive this allowance in your pay. Since this is a directed move, you may be eligible to draw advance BAH to offset advance rental payments and utility security deposits. Your servicing PERSRU must process BAH advance payment applications.

LHO
By direction

Encl: (1) Eviction documentation
(2) Copy of receipt of Tenant Occupancy Instruction

Copy: AHA
Member's PERSRU w/o encls
Residence

Terminating Occupancy, Continued

Sample Voluntary Vacating Letter

U.S. Department
of Transportation
United States
Coast Guard



11101/Lease number

From: LHA
To: Member
Via: Member's command

Subj: VOLUNTARILY VACATING GOVERNMENT-LEASED QUARTERS

Ref: (a) CG Housing Manual, COMDTINST M11101.13 (series), Art. 7.B.8

1. On [insert date] you notified this office you will voluntarily vacate your assigned quarters effective [insert date].
2. Reference (a) states members who voluntarily move out of leased housing will not be authorized re-entry into the leased housing program until reassigned to another leasing area. The Government will not authorize local drayage of household goods at your convenience and this is not a Government-funded move. You must pay all costs connected with this move.
3. If you have any questions about this matter, please contact me at the above number.

LHO
By direction

Copy: AHA
Residence



Chapter 4

Lease Negotiating

Overview

Introduction

This chapter provides lease negotiation guidance and procedures.

In this chapter

Section	Title	See Page
A	Explaining a Coast Guard Lease to Potential Lessors	4-A-1
B	Negotiating Rent	4-B-1
C	Completing a Lease Unit Information Worksheet	4-C-1
D	Submitting a Lease Request Package	4-D-1



Section A

Explaining a Coast Guard Lease to Potential Lessors

Introduction The Coast Guard Leased Housing Program has many advantages Lessors should be made aware of before negotiating a lease.

Reference • *Coast Guard Housing Manual*, COMDTINST M11101.13 (series), Chap. 7.

LHO and HR responsibilities Explain to potential Lessors the Coast Guard Leased Housing Program so they fully understand what the Coast Guard will and will not do.

Mandatory Direct Deposit Direct Deposit rent payments to Lessors is mandatory. Use the *EFT/ACH Vendor Payment Enrollment Form*, available from the FINCEN internet web site "www.uscg.mil/hq/fincen/images/enrollment.pdf" or from AHOs and may be locally reproduced (☛ Page 4-A-4).

The Lessor's completed *EFT/ACH Vendor Payment Enrollment Form* becomes part of the lease request package submitted to the LHCO in accordance with Section 4-D. Never mail this form to the FINCEN independently of the contract package.

Continued on next page

Explaining a Coast Guard Lease to Potential Lessors, Continued

Perceived CG lease disadvantages

Be prepared to present counter-arguments to Lessors' perceived disadvantages of a Coast Guard lease.

Perceived Disadvantage	Counter-argument
Coast Guard doesn't pay security deposit.	Not needed because the U.S. Government is self-insured and pays all damages beyond normal wear and tear.
Payment is 30 days in arrears.	By law, the Federal Government can pay for services only after they have been rendered. Small sacrifice for so many advantages.
Five-year lease sticks Lessor with same rent.	Rent is re-negotiated annually.
Lessors can't give 30-day termination notice like the Government.	Due to the nature of Coast Guard service, we must relocate members more often than we would like. The 30-day notice allows the Lessor to put the property back on the market. The Coast Guard makes every effort to place another eligible family in the leased unit.
Lessor pays utilities.	Military compensation laws do not allow members in leased housing units to receive a portion of their housing allowance for utility costs. Additionally, utility costs may be renegotiated and adjusted and one-time utility reimbursements may be authorized so Lessor does not pay out-of-pocket costs.
No separate tenant-landlord agreements allowed.	The Coast Guard lease, the General Provisions, and the Condition Inspection forms are the only binding agreements between the Coast Guard and the Lessor.
Lessors can't pick tenants.	The Coast Guard will place any members in leased units, if eligible. Lease contract section 2.c. and the General Provisions specifically state the Lessor will not discriminate against any Coast Guard member.
Lessor pays for smoke detectors.	The Coast Guard is required to lease only units outfitted with hard-wired smoke detectors with battery back-up. They are inexpensive to purchase and install, may result in reduced insurance premiums, and may be tax deductible. They protect the unit and occupants at a very low cost.
Rent paid by Direct Deposit.	The Coast Guard pays by Direct Deposit so Lessor doesn't wait for check to arrive each month. Furthermore, money generally is received more efficiently; if not received for any reason, can promptly be traced and replaced, if necessary.

Continued on next page

Explaining a Coast Guard Lease to Potential Lessors, Continued

Procedures

Perform these steps to explain the lease to the Lessor.

Step	Action
1	<p>Provide blank copies of these forms and review with potential Lessor:</p> <ul style="list-style-type: none">• CG-5571, United States Coast Guard Residential Lease (☛ Pages 5-A-4 through 7).• CG-5571A, United States Coast Guard Residential Lease General Provisions (☛ Pages 5-A-8 through 12).• Condition Inspection Report (☛ Pages 3-B-7 through 18).
2	<p>Emphasize these advantages of a Coast Guard lease:</p> <ul style="list-style-type: none">• Guaranteed monthly rent Direct-Deposited into bank account• Government pays for damage beyond normal wear and tear• Lease is effective for up to five years• Contract renewal clause expedites renewal process• Rental rate can be renegotiated annually• Under-estimated utility costs can be adjusted and/or one-time utility reimbursement may be authorized.• Excellent, responsible CG tenants will live in the unit.• Coast Guard will periodically inspect to ensure the unit remains in good condition
3	<p>Answer all Lessor's questions and, if necessary, contact the LHO or AHO, as appropriate, for help with questions.</p>

Continued on next page

Explaining a Coast Guard Lease to Potential Lessors, Continued

Sample EFT/ACH Vendor Payment Enrollment Form

EFT/ACH VENDOR PAYMENT ENROLLMENT FORM

This form is used for Electronic Fund Transfer and Automated Clearing House (ACH) payments. Recipients of these payments should bring this information to the attention of their financial institution.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY COAST GUARD FINANCE CENTER (OPQ5A)	
AGENCY IDENTIFIER USCG	AGENCY LOCATION CODE (ALC) 6902510 2
ADDRESS 1430A KRISTINA WAY	
CITY, STATE, ZIP CODE CHESAPEAKE, VA 23326	
CONTACT PERSON VENDOR EXPRESS INFORMATION LINE	TELEPHONE NUMBER (757) 523-6086
ADDITIONAL INFORMATION	

PAYEE/COMPANY INFORMATION

NAME	SSN NO. OR TAXPAYER ID NO.
REMITTANCE ADDRESS	
CITY, STATE, ZIP CODE	APPLICABLE CONTRACT NUMBER
SIGNATURE AND TITLE OF CONTRACTOR'S AUTHORIZED OFFICIAL	TELEPHONE NUMBER ()

FINANCIAL INSTITUTION INFORMATION

NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
POINT OF CONTACT	TELEPHONE NUMBER ()
NINE-DIGIT ROUTING TRANSIT NUMBER	
DEPOSITOR ACCOUNT NUMBER	LOCKBOX NUMBER
TYPE OF ACCOUNT <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX	

Section B Negotiating Rent

Introduction

Careful, effective rental cost negotiation is essential for the Coast Guard to obtain cost-effective leased housing units and is critical to the Leased Housing Program's overall success.

Before beginning negotiating rent with Lessors, obtain the cost for similar local units in accordance with Section 1-C.

Reference

- *Coast Guard Housing Manual*, COMDTINST M11101.13 (series), Art. 7.D.2.a.

LHO and HR responsibilities

Negotiate cost-effective rental payments with Lessors while staying within established AHO funding limits.

Procedures

Perform these steps to negotiate cost-effective rent and utilities payments:

Step	Action						
1	Obtain past utility costs (except telephone and cable television) for the unit from the Lessor or utility companies to determine a monthly average.						
2	Obtain the lowest possible rental cost from Lessor. Note: Don't suggest the amount the Lessor should request or reveal funding level restrictions.						
3	Either accept or reject Lessor's offer. <table border="1" style="margin: 10px auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">IF Lessor's offer is...</th> <th>THEN...</th> </tr> </thead> <tbody> <tr> <td>accepted</td> <td>proceed with lease unit information-gathering in accordance with Section 4-C.</td> </tr> <tr> <td>not accepted</td> <td>explain reason(s) you cannot accept the unit. Note: Do not reveal AHO cost limitations or other Lessors' rental amounts.</td> </tr> </tbody> </table>	IF Lessor's offer is...	THEN...	accepted	proceed with lease unit information-gathering in accordance with Section 4-C.	not accepted	explain reason(s) you cannot accept the unit. Note: Do not reveal AHO cost limitations or other Lessors' rental amounts.
IF Lessor's offer is...	THEN...						
accepted	proceed with lease unit information-gathering in accordance with Section 4-C.						
not accepted	explain reason(s) you cannot accept the unit. Note: Do not reveal AHO cost limitations or other Lessors' rental amounts.						



Section C

Completing a Lease Unit Information Worksheet

Introduction This section provides a sample Lease Unit Information Worksheet (☛ Pages 4-C-2 through 6) to capture necessary information and to expedite lease contract processing.

Reference

- *Coast Guard Housing Manual*, COMDTINST M11101.13 (series), Art. 7.A.3.

LHO and HR responsibilities Complete a Lease Unit Information Worksheet after accepting a Lessor's rental amount offer.

Minimum contents At a minimum, a Lease Unit Information Worksheet should contain:

- A requirement to complete necessary HMIS data entries
- "No Government-owned quarters are available at this time" statement
- LHO or HR signature block

Note: Lease Unit Information Worksheets are not mandatory. However, if the AHO does not require them, the LHO or HR must complete and sign the statement above about of Government-owned quarters' non-availability. The LHO or HR sends it as part of the lease request package submitted in accordance with Section 4-D.

Procedures Perform these steps to complete a Lease Unit Information Worksheet:

Step	Action
1	Completely fill out the worksheet (self-explanatory).
2	Distribute as follows: <ul style="list-style-type: none"> • Original to LHCO with lease request package. • File copy in LHO/HR lease folder.

Continued on next page

Completing a Lease Unit Information Worksheet, Continued

Sample Lease Unit Information Worksheet

LEASE UNIT INFORMATION WORKSHEET

This information summarizes negotiations to lease the described dwelling to the U.S. Coast Guard. This is not the formal lease contract. Submit this worksheet and required attachments to the Area Housing Officer (AHO) a maximum of 10 days before the proposed starting date to process the lease in a timely manner.

Is the owner or part-owner a Federal government employee? Yes ___ No ___. If yes, an individual exemption is required.

Utilities must be included in the contract (See Part Two)

PART ONE: GENERAL INFORMATION

1. This lease initially will be used for:

- Family Leased Housing (FLH)
 Unaccompanied Personnel Leased Housing (UPLH)

2. Date lease will begin: _____. Lease to run for of 5 years, to expire on 30 September ____.

3. Property Address: _____ Apartment #: _____

City: _____ State: _____ Zip Code: _____ County: _____

Name of Complex: _____ Congressional District: _____

4. Approximate square footage of living area: _____. Total number of rooms (do not count bathrooms) _____

Total bedrooms: () 1 () 2 () 3 () 4 () 5
Total bathrooms: () 1 () 1.5 () 2 () 3

5. Type of dwelling: () 1-story () 2-story

() Apartment () Townhouse () Duplex () Condo () House

() Construction style code (2-letter code)

(AA) – Apartment

(SA) – Single story townhouse

(SD) – Single story duplex

(TA) – Two-story townhouse

(TD) – Two story detached house

(TS) – Two story duplex

6. Fire Safety Devices

Hard-wired smoke detectors with batter back-up must be installed.

Completing a Lease Unit Information Worksheet, Continued

Sample Lease Unit Information Worksheet (continued)

PART TWO: MONTHLY COST ITEMIZATION

1. Heating source: Electric Oil Natural Gas
2. Base rent per month \$ _____ Utilities \$ _____ Total \$ _____

Monthly Costs For:

Electricity:	\$ _____	<input type="checkbox"/> Included in base rent (Y/N)
Heating Fuel	\$ _____	<input type="checkbox"/> Included in base rent (Y/N)
Trash Removal	\$ _____	<input type="checkbox"/> Included in base rent (Y/N)
Water/Removal	\$ _____	<input type="checkbox"/> Included in base rent (Y/N)
Lawn Care	\$ _____	<input type="checkbox"/> Included in base rent (Y/N)

3. Telephone and cable television service costs are the occupants' responsibility.
4. Responsibility for lawn care will be negotiated with Lessor. Typically, the Lessor performs lawn care for apartments and condominiums. Lessors must state in writing exactly what they expect the resident to do and understand the Coast Guard will not fertilize, prune trees, replace the lawn due to drought conditions, etc. The resident will be responsible only for routine upkeep, e.g., cutting grass, weeding, edging, and trimming hedges.

PART THREE: LESSOR INFORMATION:

1. Who will sign the lease contract?
 Owner Co-Owner Rental Agent
2. If ANYONE other than the owner or co-owner will sign the Contract, one of the following **MUST BE ATTACHE**:
 Power of Attorney A copy of the Rental/Management Agreement between Lessor and Agent
 Letter of Signature Authority designating who is authorized to sign contracts on behalf of company, usually used for apartment complexes. Managers may not give themselves signature authorization to sign; the owner or management company must do so. The letter should specifically describe the degree to which the agent is authorized to act, e.g., will the agent sign the lease? Receive the payment? Maintain the quarters?
 Management Company Name: _____
 D/B/A (apartment complex): _____

Note 1: If a management company operates an apartment complex and does business as the name of the complex, then the Lessor's name is the management company D/B/A the name of the apartment complex.
Note 2: Ensure consistent Lessor information, e.g., name, address, city, state, zip code, SSN, and tax ID number for multiple leases.

Completing a Lease Unit Information Worksheet, Continued

Sample Lease Unit Information Worksheet (continued)

3. **For all leases:** A copy of proof of ownership, e.g., property deed, deed of trust, warranty deed, etc., must be attached.
4. **Lessor's Correspondence Address.** What is the exact mailing address of the person(s) authorized to sign the lease contract? **PLEASE PRINT CLEARLY.**
- Complete Name(s) as it appears on the deed: _____
- Street Address: _____
- City/State/Zip: _____
- Telephone Number: () _____
5. **Direct Deposit Information.** All lease payments shall be made via direct deposit. Forward completed ACH form with this worksheet.
6. **Person Responsible for Filing Taxes:** The Coast Guard Finance Center will issue an IRS Form 1099 each January to the tax ID provided on the lease. **IT IS IMPORTANT FOR LESSORS TO UNDERSTAND AND USE THE CORRECT TAX ID.** If co-owned, only one tax number can be used.
- Tax Identification Number (SSN for private lessors): _____
7. **Telephone Number of Person Signing the Lease:**
- Day: () _____ Evening: () _____
8. **Emergency Point of Contact:**
- Person(s) to contact (PLEASE PRINT): _____
- Emergency numbers: () _____ () _____

PART FOUR: LESSOR AUTHORITY FOR SPECIAL CONDITIONS

1. Does Lessor allow pets?
- a. () Dog () How Many? _____ Restrictions? _____
- b. () Cats () How Many? _____ Restrictions? _____
- c. Other () _____ How Many? _____ Restrictions? _____
2. Who is responsible for grounds care? () Lessor () Occupant
- Special Requirements: _____
3. () In-Home child care allowed? Restrictions? _____
- If the Lessor permits child care and the prospective occupant desires to conduct in-home child care, the Local Housing Officer shall provide guidance.*

Completing a Lease Unit Information Worksheet, Continued

Sample Lease Unit Information Worksheet (continued)

PART FIVE: AMENITIES

1. Fill an (X) for applicable items and complete the age block. The amenity's age will be used to determine a settlement in case of damage. At a minimum, a refrigerator, stove, and hard-wired smoke detector are required equipment.

- | | |
|---|---|
| <input type="checkbox"/> wall-to-wall carpeting | <input type="checkbox"/> blinds |
| <input type="checkbox"/> washer provided: age _____ | <input type="checkbox"/> ceiling fans |
| <input type="checkbox"/> dryer provided: age _____ | <input type="checkbox"/> fireplace <input type="checkbox"/> woodstove |
| <input type="checkbox"/> screened porch <input type="checkbox"/> unscreened) | <input type="checkbox"/> garbage disposal: age: _____ |
| <input type="checkbox"/> attached garage | <input type="checkbox"/> dishwasher: age _____ |
| <input type="checkbox"/> detached garage | <input checked="" type="checkbox"/> stove/range: age _____ |
| <input type="checkbox"/> detached shed or storage | <input type="checkbox"/> freezer: age _____ |
| <input checked="" type="checkbox"/> refrigerator: age _____ | <input type="checkbox"/> carport <input type="checkbox"/> driveway only |
| <input type="checkbox"/> washer/dryer hook-ups only | <input type="checkbox"/> deck |
| <input type="checkbox"/> street parking only | <input type="checkbox"/> trash compactor: age _____ |
| <input type="checkbox"/> linoleum (kitchen) | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> linoleum (bathroom) age: _____ | |
| <input type="checkbox"/> microwave: age: _____ | |
| <input checked="" type="checkbox"/> hard-wired smoke detector with battery backup | |

a. Estimated date of last interior repainting: _____. The Lessor is responsible for interior repainting at least once every 3 years after Coast Guard occupancy under the lease contract.

b. Estimated date of last carpet cleaning: _____. The Lessor is responsible for necessary recarpeting due to normal wear and tear.

c. Age of all carpeting:

Living room: _____ years.	Master bedroom: _____ years
Hallways: _____ years	Bedroom Two: _____ years
Dining room: _____ years	Bedroom Three: _____ years
Family room: _____ years	Bedroom Four: _____ years
Den or library: _____ years	Bedroom Five: _____ years
Basement: _____ years	

Completing a Lease Unit Information Worksheet, Continued

Sample Lease Unit Information Worksheet (continued)

PART SIX: HOUSING OFFICER CERTIFICATION

NO GOVERNMENT QUARTERS ARE AVAILABLE AT THIS TIME.

Check (X) for each REQUIRED ENCLOSURE. An incomplete package submitted to the Lease Housing Contracting Officer will delay processing time.

- () FLH: Housing Application (CG-5267)
- () UPLH: One CG-5267 for each member
- () FLH: BAQ/Dependency Form (CG-4170A)
- () Copy of property Deed
- () Copy of Agent/Management Agreement, if applicable (See part 3)

LHO or HR Signature: _____ Date: _____

LHO or HR Telephone: (____) _____

Comments _____

AHO Approval: _____ Date: _____

5

Section D

Submitting a Lease Request Package

Introduction

This section lists required documents the LHCO needs to complete and approve a lease contract in accordance with Section 5-A of this Guide.

Note 1: Only LHCOs can approve leases. A Coast Guard lease is not final until the LHCO approves and signs the lease contract (☛ Pages 5-A-4 through 7). In many cases AHOs are also LHCOs.

Note 2: Never allow prospective tenants to move into a leased housing unit before the LHCO approves and signs a lease contract.

Reference

- *Coast Guard Housing Manual*, COMDTINST M11101.13 (series) Art. 7.D.4.

LHO and HR responsibilities

Submit required supporting documents to LHCOs for lease approval.

Supporting documents

Use this table to determine required supporting documentation for the lease package:

IF owner is...	AND...	THEN submit copy of...
Private	acting on own behalf	<ul style="list-style-type: none"> • property deed
	real estate agent will manage property	<ul style="list-style-type: none"> • property deed • management agreement
Apartment complex, company, or corporation	operating with same name as owners with apartment manager	<ul style="list-style-type: none"> • letter of signature authority
	a hired management company will be "doing business as" the name of the complex	<ul style="list-style-type: none"> • letter of signature authority • management agreement

Continued on next page

Submitting a Lease Request Package, Continued

Procedure

Submit these required documents to LHCOs for lease approval and signature:

- Lease Unit Information Worksheet
 - Copy of member's application package
 - Supporting documents as determined above
 - Exemption request, if applicable and if not previously submitted
 - Material Condition Inspection
 - *EFT/ACH Vendor Payment Enrollment Form*
-

Chapter 5 Lease Contracting

Overview

Introduction

This chapter provides lease contracting guidance and procedures.

In this chapter

Section	Title	See Page
A	Processing Lease Request Packages	5-A-1
B	Processing Lease Modification Requests	5-B-1
C	Terminating Leases	5-C-1



Section A

Processing Lease Request Packages

Introduction

Leases are not final until the Lessor signs them, and then the LHCO approves and signs them. Only LHCOs can approve and sign Coast Guard Residential Lease Contracts on behalf of the U.S. Government.

Reference

- *Coast Guard Housing Manual*, COMDTINST M11101.13 (series), Art. 7.B.4.
-

LHCO, LHO, and HR responsibilities

LHCO: Approve only lease contract request packages that are complete, cost-effective, compliant with adequacy standards, and based on an eligible applicant's genuine need. Do not authorize a lease if adequate community-based housing is available within a member's THA.

LHO and HR: Obtain Lessor's signature on lease contract.

Lease contract

To standardize and maintain strict contract legality in the Coast Guard Leased Housing Program, United States Coast Guard Residential Lease, CG Form 5571, is the *only* form authorized for Coast Guard leases (☛ Pages 5-A-4 through 7). It is a legal document that binds the Coast Guard and Lessor. Any changes to it must be made on *Modification to Contract*, CG Form 5571B, in accordance with Section 5-B. *Pen and ink changes are not acceptable.*

These documents make up a complete lease contract:

- CG Form 5571
 - United States Coast Guard Residential Lease General Provisions, CG-5571A (☛ Pages 5-A-8 through 12)
 - Condition Inspection Report (☛ Pages 3-B-7 through 18)
-

Continued on next page

Processing Lease Request Packages, Continued

Procedures

Perform these steps to process lease contract request packages:

Step	Action						
1	Perform HMIS LHO update procedures in accordance with the HMIS User Guide.						
2	<p>Review lease contract request package LHO submits in accordance with Section 4-D for completeness. Package must contain:</p> <ul style="list-style-type: none"> • Lease Unit Information Worksheet • Copy of member's application package • Supporting documents • Exemption request, if applicable and not previously submitted • Condition Inspection Report • <i>EFT/ACH Vendor Payment Enrollment Form</i> <p><u>Note:</u> The LHCO shall ensure:</p> <ul style="list-style-type: none"> • Lessor information, including name, address, city, state, zip code, SSN, tax ID number, and Direct Deposit information is consistent across multiple leases • A maximum of two Lessor payees may be entered on the lease. • Ensure the <i>EFT/ACH Vendor Payment Enrollment Form</i> is completely filled out, contains the Lessor's signature, and has the complete lease contract number annotated on it. <table border="1" data-bbox="626 1339 1406 1537"> <thead> <tr> <th data-bbox="626 1339 883 1375">IF package is...</th> <th data-bbox="883 1339 1406 1375">THEN...</th> </tr> </thead> <tbody> <tr> <td data-bbox="626 1375 883 1411">complete</td> <td data-bbox="883 1375 1406 1411">go to Step 3.</td> </tr> <tr> <td data-bbox="626 1411 883 1537">not complete</td> <td data-bbox="883 1411 1406 1537">contact the LHO or HR for missing documentation; proceed only when package is complete.</td> </tr> </tbody> </table>	IF package is...	THEN...	complete	go to Step 3.	not complete	contact the LHO or HR for missing documentation; proceed only when package is complete.
IF package is...	THEN...						
complete	go to Step 3.						
not complete	contact the LHO or HR for missing documentation; proceed only when package is complete.						
3	Verify owned vacant units are not available.						
4	Verify funds availability for acquiring a new lease.						

Continued on next page

Processing Lease Request Packages, Continued

Procedures (continued)

Step	Action						
5	Either approve or disapprove the request. <table border="1" data-bbox="618 541 1393 743" style="margin-left: 20px;"> <thead> <tr> <th data-bbox="618 541 862 583">IF request is...</th> <th data-bbox="862 541 1393 583">THEN...</th> </tr> </thead> <tbody> <tr> <td data-bbox="618 583 862 663">approved</td> <td data-bbox="862 583 1393 663">send the approved lease to LHO via HMIS and go to Step 6.</td> </tr> <tr> <td data-bbox="618 663 862 743">disapproved</td> <td data-bbox="862 663 1393 743">notify LHO of reason(s) why disapproved and stop.</td> </tr> </tbody> </table>	IF request is...	THEN...	approved	send the approved lease to LHO via HMIS and go to Step 6.	disapproved	notify LHO of reason(s) why disapproved and stop.
IF request is...	THEN...						
approved	send the approved lease to LHO via HMIS and go to Step 6.						
disapproved	notify LHO of reason(s) why disapproved and stop.						
6	LHO completes HMIS update procedures to receive lease and prints the document.						
7	LHO obtains Lessor's signature on original and three copies of lease contract and sends all signed copies to the LHCO.						
8	After receiving from the LHO the signed original lease contract and three copies, sign them and promptly distribute as follows: <ul style="list-style-type: none"> • File original contract and request package in lease folder • Send copies of contract to LHO or HR, Lessor, and * FINCEN (including copies of General Provisions and Condition Inspection Report). 						

* FINCEN - Copy of Contract Only

Continued on next page

Processing Lease Request Packages, Continued

Sample United States Coast Guard Residential Lease, CG-5571

UNITED STATES COAST GUARD RESIDENTIAL LEASE

4096- - - -L-P - - - -
(Lease Number)

(Lease Date) _____

THIS LEASE, made and entered into this date by and between the LESSOR named below, hereafter called the LESSOR and the UNITED STATES COAST GUARD, hereafter called the COAST GUARD.

1. THE LESSOR:

1.a. NAME/s _____ 1.b. Tax Code/Social Security #: _____

Telephone: _____

1.c. Correspondence Address _____ 1.d. Check Mailing Address: _____

1.e. Lessor's interest in the property herein described is that of owner or agent for owner:
Owners name (if agent) _____

1.f. Lessor and/or owner (is or is not) a Federal Employee.

1.g. Lessor Successors: Should ownership of the premises pass to another individual or company, this lease is binding on the new owner.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. THE LEASE:

2.a. The Lessor hereby leases to the Coast Guard the following described premises:

Total Bdrms: _____ Total Baths: _____ Total Rooms: _____
 Square Feet: _____ County: _____
 Congressional Dist: _____
 Construction Style: _____

Address: _____

2.b. The Lessor shall furnish a refrigerator and stove. The Government does not accept liability for furnishing, draperies and curtains left in the unit nor are these items made part of this contract. All other Lessor furnished items shall be included and noted in the Inspection Report as explained in the General Provisions.

2.c. The premises are used to house members of the Coast Guard and their dependents, if any, regardless of race, color, religion, sex or national origin.

1 Coast Guard _____ Lessor _____

DEPT. OF TRANSP., USCG, CG 5571 (9/94)

Continued on next page

Processing Lease Request Packages, Continued

Sample United States Coast Guard Residential Lease, CG-5571 (continued)

UNITED STATES COAST GUARD RESIDENTIAL LEASE	
(Lease Date)	4096- - - -L-P - - - - (Lease Number)
2. THE LEASE: (cont'd)	
2.d. The Lessor shall keep the premises free from pests in conformance with local and state health regulations.	
2.e. Smoke detectors are installed in accordance with federal, state and local regulations. Hardwired: <input type="checkbox"/> Yes, <input type="checkbox"/> No.	
2.f. Automatic (Fire) Sprinkler Systems are installed in accordance with federal, state and local regulations: <input type="checkbox"/> Yes, <input type="checkbox"/> No, <input type="checkbox"/> N/A.	
2.g. Grounds care is performed by Lessor (is performed by occupant).	
2.h. Pets are (are not) allowed.	
2.i. Lessor does (does not) permit child care.	
2.i.(1) If permitted, no increase in rent or utilities will be paid to the Lessor.	
2.i.(2) Child care is defined to be in-home care of more than one but no more than six children other than occupant dependents at a minimum of 10 hours per week per child for compensation.	
2.j. The Lessor agrees to comply with all federal, state, and local laws which apply to the ownership and operation of the premises, and will obtain at Lessor expense all necessary permits and related approvals, including but not limited to those for lead, radon, asbestos, and other environmental and safety measures.	
3. THE TERM:	
TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on _____, _____ through _____, - subject to termination and renewal rights as may be herein set forth. No lease shall exceed a period of five years.	
4. THE RENEWAL:	
Annually, effective 1 October, this lease will be automatically renewed at the option of the Coast Guard for the term stated in Clause 3, at the rate stated in Clause 5.a. After a period of twelve months, the annual rate may be subject to renegotiation. Evidence supporting rental rate adjustment, such as changes in property taxes, insurance premiums and/or inflationary indices, must be provided by the Lessor to the Coast Guard Local Housing Authority prior to the first of July. Lessor failure to notify the Coast Guard of requested rate adjustment will result in this lease being automatically renewed at the same rate. Requests for adjustment to utility costs are addressed in Clauses 5.f and 5.g of this lease.	
No renewal shall extend beyond September 30, _____.	
_____ 2 Coast Guard _____ Lessor _____	
DEPT. OF TRANSP., USCG, CG 5571 (9/94)	

Continued on next page

Processing Lease Request Packages, Continued

Sample United States Coast Guard Residential Lease, CG-5571 (continued)

UNITED STATES COAST GUARD RESIDENTIAL LEASE	
_____ (Lease Date)	4096-____-L-P_____ (Lease Number)
5. PAYMENT TO LESSOR:	
5.a. The Coast Guard shall pay the Lessor an annual amount of \$ _____ at the rate of \$ _____ per month in arrears. The monthly payment is comprised of: for rent: \$ _____.00 for utilities: \$ _____.00	
5.b. Payments to the Lessor will be due on the 5th workday of the month for the preceding month's rent. The date of the check issued in payment shall be considered to be the date payment is made.	
5.c. The Prompt Payment Act, Public Law 97-177 (96 Stat.85, 31 USC 1801) is applicable to payment under this contract and requires the payment to the Lessor of interest on overdue payment and improperly taken discounts. Determination of interest due will be made in accordance with the Prompt Payment Act and Office of Management and Budget Circular A-125.	
5.d. Payments include all utility charges for heat, water, sewage, gas, electricity, and trash removal except in geographic locations where state and local regulations do not allow inclusion. Telephone and cable television are the responsibility of the occupant.	
5.e. Rent for a lesser period shall be prorated as 1/30th of the per month rate.	
5.f. The utility rate is based on an average monthly cost calculated over a twelve month period. Twelve (12) months after initial or subsequent occupancy, this lease may be adjusted upward or downward to compensate for incorrect estimates for utility amounts. It is the Lessor's responsibility to monitor utility consumption and to provide the Coast Guard with verifiable utility consumption documentation for a twelve (12) month period. Failure to provide required documentation will not justify utility payment adjustments.	
5.g. It is the Lessor's responsibility to maintain all utility machinery in efficient operation. The Lessor is responsible to notify the Coast Guard immediately of any excessive utility costs. A one time utility payment may be authorized by the Coast Guard to compensate for verifiable utility abuse by the occupant. Documentation supporting utility abuse must be provided by the Lessor prior to reimbursement.	
6. TERMINATION:	
The Coast Guard may terminate this lease at any time by giving at least a 30 day notice in writing to the Lessor. Said notice shall be computed commencing with the day after the date of mailing. No rental payment shall accrue after the effective date of termination.	
_____ 3 Coast Guard _____ Lessor _____	
DEPT. OF TRANSP., USCG, CG 5571 (9/94)	

Continued on next page

Processing Lease Request Packages, Continued

Sample United States Coast Guard Residential Lease, CG-5571 (continued)

UNITED STATES COAST GUARD RESIDENTIAL LEASE	
(Lease Date)	4096-____-L-P_____ (Lease Number)
7. AVAILABILITY OF FUNDS:	
<p>Unless otherwise notified, funds will become available on the effective date of this lease and any subsequent renewals. The Coast Guard's obligation hereunder is contingent upon the availability of appropriated funds from which payment for this contract can be made. No legal liability on the part of the Coast Guard for payment of any money shall arise unless and until funds are made available to the Contracting Officer for this procurement. You will be notified immediately if funds do not become available for this procurement.</p>	
8. MODIFICATION TO CONTRACT:	
<p>The following Clauses within this lease may be modified using Form 5571B, Modification to Contract, as consented to by the Lessor and the Leased Housing Contracting Officer.: Clauses 1.a-f, 2.a-b, 2.g-1, 3 and 5.a. The attached General Provisions may not be modified.</p>	
9. ATTACHMENTS:	
<p>Coast Guard Form 5571A, United States Coast Guard Residential Lease General Provisions and the Condition Inspection Report are attached and made a part hereof.</p>	
10. CONTRACTING OFFICER:	
<p>The Coast Guard Leased Housing Contracting Officer may be contacted at the following address and telephone number:</p>	
<p>_____ _____ _____ _____</p>	
LESSOR	
BY _____ Lessor Signature	_____ Lessor Signature
UNITED STATES COAST GUARD	
BY _____	_____ Leased Housing Contracting Officer Authority: 14 U.S.C. 475(a)
4 Coast Guard _____ Lessor _____	
DEPT. OF TRANSP., USCG, CG 5571 (9/94)	

Continued on next page

Processing Lease Request Packages, Continued

Sample Residential Lease General Provisions, CG-5571A

UNITED STATES COAST GUARD RESIDENTIAL LEASE GENERAL PROVISIONS

- SUBLETTING:** The Coast Guard may sublet any part of the premises but shall not be relieved from any obligation under this lease by reason of any such subletting.
- DEPOSITS:** This lease is the only financial agreement covering the premises and no effect shall be given to any agreement between the Lessor and the Coast Guard tenant occupying the premises. No deposit is now held nor required. Any deposit held by the lessor under terms or conditions of a previous arrangement with the Coast Guard occupant shall be returned no later than the effective date of this lease.
- MAINTENANCE:** Except for damage caused by the abuse or neglect of occupants or their guests, the Lessor shall maintain the premises, including the building and any and all equipment, fixtures, security services and appurtenances furnished by the Lessor under this lease in good repair and tenable condition. The Lessor shall accomplish routine interior painting, necessary recarpeting, and other similar replacement and repair not less than once every three years of Coast Guard occupancy under this lease. The Lessor may at reasonable times, and with the permission of the authorized Coast Guard representative, enter and inspect the premises and make any repairs necessary. The Lessor is not responsible for replacement of light bulbs and fuses.
- FAILURE IN PERFORMANCE:** Rent payments are dependent upon the Lessor performing functions required by this lease. If the Lessor fails to provide any service, utility, maintenance, required environmental or safety modifications or repairs required by this lease, the Coast Guard may contract for or perform the services, and deduct the cost of performing the services from the rent payment. As an alternative, the Coast Guard may reduce the rent payment by the value of the service not performed (as determined by the Coast Guard Leased Housing Contracting Officer).
- If the Lessor's failure to perform causes the Coast Guard occupant to be temporarily housed elsewhere because of untenable conditions, the Lessor shall be responsible for any reasonable expenses incurred for such temporary housing.
- An untenable or unsafe condition not repaired and/or restored or good faith attempts to repair/restore to tenable condition within twenty-four (24) hours after Lessor notification by the occupant and/or Coast Guard shall be deemed failure in performance by the Lessor. Other repairs and/or restorations shall be performed by the Lessor with diligence and within a reasonable period of time as determined by the Coast Guard Leased Housing Contracting Officer.
- TERMINATION FOR DEFAULT:** If the premises are not ready for occupancy on the date this lease is to commence the Coast Guard may, with written notice to the Lessor, terminate this lease. The Lessor will be liable for any damages to the Coast Guard resulting from the Lessor's failure to have the premises ready for occupancy on the date agreed whether this lease is terminated or not.
- Failure by the lessor to maintain the premises in tenable condition may result in immediate termination as determined by the Coast Guard Leased Housing Contracting Officer.
- FIRE OR OTHER CASUALTY:** If the premises are destroyed by fire or by other casualty, this lease will immediately terminate. If the premises are partially destroyed so that they are untenable (as determined by the Coast Guard Leased Housing Contracting Officer) the Coast Guard may terminate this lease by giving the Lessor written notice within 15 days after the partial destruction. If this lease is terminated in this way, no rent will accrue after the partial destruction. As an alternative, the Coast Guard may choose to continue to occupy the premises at a reduced rent, agreed to by the Lessor and effective the date of the partial destruction.

Processing Lease Request Packages, Continued

Sample Residential Lease General Provisions, CG-5571A (continued)

UNITED STATES COAST GUARD RESIDENTIAL LEASE GENERAL PROVISIONS

FACILITIES (a) As used in this provision, the term "facilities" means pools, weight rooms, rest rooms, locker rooms, stores, shops, clubhouses, and any other non-discrimination: facility of a public nature available for use by tenants of the complex in which the premises are located.

(b) The Lessor agrees that he/she will not discriminate by segregation or otherwise against any person or persons because of race, color, religion, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the lessor solely to tenants, their guests and invitees.

(c) It is agreed that the Lessor's noncompliance with the provisions of this section shall constitute a material breach of this lease. In the event of such noncompliance, the Coast Guard may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs of the Coast Guard in acquiring substitute housing, including but not limited to the cost of moving to such housing. Substitute housing shall be obtained in as close proximity to the premises as is feasible and moving costs will be limited to actual expenses thereof incurred.

(d) It is further agreed that from and after the effective date of this lease the Lessor will, at such time as any agreement is to be entered into or a concession is to be permitted to operate, include or require the inclusion of the foregoing provisions of this clause in every such agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. Nothing herein contained, however, shall be deemed to require the inclusion of the foregoing provisions of this clause in any existing agreement or concession arrangement or one in which the contracting party other than the Lessor has the unilateral right to renew or extend. The Lessor also agrees that it will take any and all lawful actions as expeditiously as possible, with respect to any such agreement as the Coast Guard may direct, as a means of enforcing the intent of this clause, including but not limited to, termination of the agreement or concession and institution of court action.

INSPECTION REPORT: A joint physical inspection report of the premises shall be made as of the effective date of this lease, reflecting the then present condition, and will be signed by both the Lessor and the authorized Coast Guard representative.

ASSIGNMENT OF CLAIMS: The right to payments shall not be transferred by the Lessor to any other party, and any such transfer shall cause annulment of this lease so far as the Coast Guard is concerned. Except as specified for Lessor Successors of Clause 1.g. of this lease, rent payments and any other claims payable shall be made only to the Lessor described in this lease.

EQUAL OPPORTUNITY: (This clause only applies to leases over \$10,000 annually.) During the term of this lease, the Lessor agrees as follows:
(a) The Lessor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Lessor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Coast Guard Leased Housing Contracting Officer setting forth the

Processing Lease Request Packages, Continued

Sample Residential Lease General Provisions, CG-5571A (continued)

UNITED STATES COAST GUARD RESIDENTIAL LEASE GENERAL PROVISIONS

**EQUAL
OPPORTUNITY:**
(continued)

provisions of this Equal Opportunity clause.

(b) The Lessor will, in all solicitations or advertisements for employees placed by or on behalf of the Lessor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Lessor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Coast Guard Leased Housing Contracting Officer, advising the labor union or workers' representative of the Lessor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Lessor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Lessor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and with the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (Reporting requirements apply only to leases over \$50,000, annually and Lessors with over 50 employees.)

(f) In the event of the Lessor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Lessor may be declared ineligible for further Coast Guard contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Lessor will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Lessor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Lessor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Coast Guard, the Lessor may request the Coast Guard to enter into such litigation to protect the interests of the Coast Guard.

**COVENANT
AGAINST
CONTINGENT
FEES:**

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty, the Coast Guard shall have the right to annul this lease without liability or in its description to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this provision.)

**OFFICIALS NOT
TO BENEFIT:**

No member of or delegate to Congress will receive any money or other benefit from this lease. The only exception to this provision is if the Lessor is a corporation in which the member or delegate to Congress owns shares.

Processing Lease Request Packages, Continued

Sample Residential Lease General Provisions, CG-5571A (continued)

UNITED STATES COAST GUARD RESIDENTIAL LEASE GENERAL PROVISIONS

**CLAIMS AND
DISPUTES:**

The Coast Guard will reimburse the Lessor, upon submission of a just and documented claim, for damages beyond the normal wear and tear which may be caused by the Coast Guard occupant through neglect or abuse. Damage liability is specifically limited to those items damaged by abuse or negligence of the occupant and his or her dependents and guests.

a. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613), provided herein:

a.1. The Lessor must deliver any claim to the Coast Guard not later than sixty (60) calendar days after lease termination.

a.2. The Claim must:

- (a) be in writing,
- (b) state a total claim amount (sum certain),
- (c) identify individual damage/claim items,
- (d) be supported with receipts or estimates as follows:
 - * if the item is less than \$200, one receipt or estimate.
 - * if the item is \$200 or more, two estimates.
- (e) contain a signature as explained below.

b. Except as provided in the Act and the above, all disputes arising under or relating to this contract shall be resolved under this clause.

c. "Claim," as used in the clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph d.2. below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d.1. A claim by the Contractor shall be made in writing and submitted to the Coast Guard Leased Housing Contracting Officer for written decision. A claim by the Coast Guard against the Contractor shall be subject to a written decision by the Coast Guard Leased Housing Contracting Officer.

d.2. For Contractor claims exceeding \$50,000, the Contractor shall submit with the claim a certification that:

- (i) The claim is made in good faith;
- (ii) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and
- (iii) The amount requested accurately reflects the contract adjustment for which the Contractor believes the Coast Guard is liable.

Processing Lease Request Packages, Continued

Sample Residential Lease General Provisions, CG-5571A (continued)

UNITED STATES COAST GUARD RESIDENTIAL LEASE GENERAL PROVISIONS

CLAIMS AND
DISPUTES:
(continued)

- d.3(i) If the Contractor is an individual, the certification shall be executed by that individual.
(ii) If the Contractor is not an individual, the certification shall be executed by:
(A) A senior company official in charge at the Contractor's plant or location involved, or
(B) An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.
- e. For Contractor claims of \$50,000 or less, the Coast Guard Leased Housing Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Coast Guard Leased Housing Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- f. The Coast Guard Leased Housing Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- g. At the time a claim by the Contractor is submitted to the Coast Guard Leased Housing Contracting Officer or a claim by the Coast Guard is presented to the Contractor, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternative dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph d.2. of this clause and executed in accordance with paragraph d.3. of this clause.
- h. The Coast Guard shall pay interest on the amount found due and unpaid from (1) the date the Coast Guard Leased Housing Contracting Officer receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Coast Guard Leased Housing Contracting Officer receives the claim and then at the rate applicable for each 6 month period as fixed by the Treasury Secretary during the pendency of the claim.
- i. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Coast Guard Leased Housing Contracting Officer.

Section B

Processing Lease Modification Requests

Introduction

Lease contract modifications provide a mechanism to change certain lease contract clauses. Only LHCOs can approve and sign modifications to Coast Guard Residential Lease Contracts on behalf of the U.S. Government.

A modification also is used to terminate lease contracts. Section 5-C covers the lease termination process separately.

Reference

- *Coast Guard Housing Manual*, COMDTINST M11101.13 (series), Art. 7.B.4.
-

LHCO responsibilities

Approve only fully substantiated, reasonable, cost-effective lease contract modification requests.

What can be modified

Clause 8 of the lease contract stipulates which lease Clauses may be modified. Make any changes to the contract on Modification to Contract, CG Form 5571B (☛ Page 5-B-4). *Pen and ink changes are not acceptable.*

Modification request requirements

All lease contract modification requests must be made in writing and signed by the Lessor, with supporting documents attached. Lessors do not need to sign the modification provided their written, signed request is attached to Form 5571B when it is sent to the FINCEN.

Continued on next page

Processing Lease Modification Requests, Continued

Common types of modification requests

Below are the most common types of modification requests with required supporting documents needed in addition to the Lessor's written request:

Type	Required Supporting Documents
Rent change	Evidence supporting rate change
Utility change	Copies of past 12 months' utility bills supporting change
Rent and utility change	Evidence supporting rate change and copies of past 12 months' utility bills
One-time utility payment	Copies of past 12 months' utility bills
<p><u>Note:</u> If the start-stop dates span two separate fiscal years, a separate modification must be prepared for each fiscal year.</p>	
Change of ownership	<ul style="list-style-type: none"> • New evidence of authority • New Condition Inspection Report
Change of management company	<ul style="list-style-type: none"> • New management agreement between owner and agency • Signature authority for authorized agent
Change of Lessor's correspondence address	None
Change of Direct Deposit account	<p><i>EFT/ACH Vendor Payment Enrollment Form</i> signed by Lessor.</p> <p><u>Note:</u> A contract modification is not required if the <i>EFT/ACH Vendor Payment Enrollment Form</i> (☛ Page 4-A-4) is used. The form must contain the Lessor's signature and the complete lease contract number must be annotated on it. A contract modification is required if any other form is used.</p>
<p><u>Note:</u> Ensure Lessor information is consistent for multiple leases. For example, a lease modification changing a Lessor's mailing address must be prepared for each lease contract with that Lessor.</p>	

Continued on next page

Processing Lease Modification Requests, Continued

Procedures

Follow these steps to modify a lease contract:

Step	Action						
1	LHCO receives Lessor's modification request and reviews for completeness and accuracy. <u>Note:</u> If an LHO or HR receives a modification request, he or she promptly sends it to the LHCO.						
2	Verify funds availability if modification will result in a rental payment increase.						
3	Either approve or disapprove the request. <table border="1" data-bbox="634 793 1409 1073"> <thead> <tr> <th>IF request is...</th> <th>THEN...</th> </tr> </thead> <tbody> <tr> <td>approved</td> <td>perform HMIS procedures, sign original and three copies of CG-5571B, and go to Step 4.</td> </tr> <tr> <td>disapproved</td> <td>notify Lessor in writing with copy to LHO or HR of reason(s) for disapproval and stop.</td> </tr> </tbody> </table>	IF request is...	THEN...	approved	perform HMIS procedures, sign original and three copies of CG-5571B, and go to Step 4.	disapproved	notify Lessor in writing with copy to LHO or HR of reason(s) for disapproval and stop.
IF request is...	THEN...						
approved	perform HMIS procedures, sign original and three copies of CG-5571B, and go to Step 4.						
disapproved	notify Lessor in writing with copy to LHO or HR of reason(s) for disapproval and stop.						
4	Verify accuracy of modification and ensure: <ul style="list-style-type: none"> • item 6A (lease contract number) is correct • modification numbers are consecutively numbered beginning with "0001". • effective dates are complete; effective dates for rent or utility changes are always on the first day of the month. 						
5	Promptly make the following distribution: <ul style="list-style-type: none"> • File original in AHO lease folder with original modification request and Lessor's supporting documents • Copy to Lessor • Copy to LHO or HR • Copy to FINCEN with copy of request and supporting documents <p><u>Note:</u> Annotate FINCEN copy of supporting documents with the complete lease contract number on each page.</p>						

Continued on next page

Processing Lease Modification Requests, Continued

Sample Modification of Contract

MODIFICATION OF CONTRACT		
1. MODIFICATION NO.	2. EFFECTIVE DATE	3. DATE PREPARED
4. ISSUED BY:		
5. NAME AND ADDRESS OF CONTRACTOR	6A MODIFICATION OF CONTRACT/ORDER NO. 4097- - -L-P - -	6B DATED
7. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS, IT MODIFIES THE CONTRACT NO. AS DESCRIBED IN ITEMS 6A AND 8.		
A. TYPE OF MODIFICATION AND AUTHORITY:		
8. DESCRIPTION OF MODIFICATION		
PREMISES:		
DESCRIPTION:		
All other conditions and terms remain in full force and effect throughout the Term of this lease.		
9A. LESSOR	10A. LEASED HOUSING CONTRACTING OFFICER	
_____ (Typed name of Lessor)	_____ (Typed name of Contracting Officer)	
	10B. UNITED STATES OF AMERICA	
BY _____ (Signature)	_____ (Signature)	
DATE SIGNED: _____	DATE SIGNED: _____	
DEPT. OF TRANSP., USCG, CG 5571B (7/95)		

Section C Terminating Leases

Introduction

Promptly terminate lease contracts for housing units in these circumstances:

- there is no further requirement for the unit
- no prospective occupant is available within 10 days of vacancy (10 or fewer days is the normal, accepted time frame for unit to remain vacant)
- the Lessor fails to abide by contract terms
- the unit has become too expensive or no longer meets minimum adequacy standards

Give a Lessor at least 30 days' notice before canceling a lease to comply with contract Clause 6 (Page 5-C-3). If the Lessor waives this requirement prepare the appropriate termination modification (in HMIS).

Reference

- *Coast Guard Housing Manual*, COMDTINST M11101.13 (series), Art. 7.B.4.h.

LHCO, LHO, and HR responsibilities

Provide a Lessor with 30-day lease termination notice and promptly terminate lease contract on determining need.

Termination modification

Terminating a lease contract is technically a modification only an LHCO can complete. Use a Modification of Contract, CG-5571B, as for other lease modifications.

Rescinding termination process

If lease termination procedures have begun but the LHO or HR determines the leased unit is needed before the effective termination date, a lease termination may be rescinded if the Lessor so consents in writing.

IF Lessor...	THEN...
provides written consent	<p>immediately notify FINCEN by E-mail and prepare lease modification to rescind termination.</p> <p><u>Note:</u> Attach a copy of Lessor's written consent to the modification.</p>
does not consent in writing	the lease termination process continues and another leased unit must be located.

Continued on next page

Terminating Leases, Continued

Procedures

Follow these steps to terminate a lease contract:

Step	Action
1	Determine need to terminate lease contract.
2	LHO prepares 30-day lease termination notification letter, sends to Lessor (certified mail, return receipt requested, is recommended), and faxes a copy to the LHCO.
3	LHCO notifies FINCEN of termination by E-mail, which must identify the lease by lease number and provide termination date.
4	Ensure unit is vacated in accordance with Section 3-D.
5	Complete HMIS procedures to terminate a lease contract and sign original and three copies of CG-5571B.
6	Verify accuracy of modification and ensure: <ul style="list-style-type: none">• item 6A (lease contract number) is correct• modification numbers are consecutively numbered beginning with "0001".• effective date is correct and matches termination date stated on Lessor's notification letter.
7	Promptly make distribute as follows: <ul style="list-style-type: none">• File original in AHO lease folder with copy of Lessor lease termination notice letter• Copy to Lessor• Copy to LHO or HR• Copy to FINCEN with copy of Lessor lease termination notice letter

Continued on next page

Terminating Leases, Continued

Sample Lessor Termination Notice



11101/Lease number

- CERTIFIED -

[insert Lessor's name and address]

Re: [insert Lease unit address] _____

[insert entire contract number] _____

Dear [insert name] _____:

This is to notify you that the tenants residing in the premises described in the lease contract number referenced above will vacate the premises. Please consider this as the required 30-day contract termination notice in accordance with Clause 6 of the referenced lease. The lease will terminate effective [insert date].

We will not be able to place another Coast Guard member in these quarters. A preliminary checkout inspection of your quarters is scheduled for [insert date and time]. The final inspection will be [insert date and time]. You must attend both inspections. If these inspections are not scheduled at a good time for you, please call to adjust the schedule.

You are informed if the member vacates before the 30-day notice to you terminates, this lease contract is still in effect. If you wish to re-rent this unit before the contract terminates, you may waive the 30-day requirement by notifying this office in writing of your waiver. If you occupy the unit without notice to this office before the termination date, the Coast Guard will require you to reimburse it for rents it paid after you reoccupied the unit.

If you have any questions about this matter, please feel free to contact me at the above address or phone number.

Sincerely,

Local Housing Officer
Coast Guard [insert unit] _____
By direction of the Commanding Officer

Copy: AHA



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