

RENTAL PARTNERSHIP PROGRAM

ABOUT THE PROGRAM

The LRAFB Housing Flight participates in the Rental Housing Rental Partnership Program. The Rental Partnership Program is designed to provide military personnel, enlisted and officers, with off-base affordable, quality, secure rental property (apartments, townhouses, and/or houses). This program is governed by an agreement between each Management Company and Little Rock Air Force Base. While we can't guarantee a Rental Partnership home for everyone that applies, we will do our best to ensure that you are given every opportunity to participate in this program. Participation in the program is limited by the availability of Rental Partnership properties.

This program is being implemented to ease the transition of our military personnel and to help defray some of the cost incurred while moving. Security deposits and applications fees are waived/reduced for eligible service members. No credit check is required and no one is disapproved for the program based on his or her credit status.

The rental properties will function as off base housing but will be governed by the city guidelines. The program can be open to any rental property that would like to participate. A property would be excluded when a property receives more than 3 complaints about a particular issue. At that time, the property would be suspended from the program and the property would be given 30 days to correct the issue. If the issue is not corrected within 30 days, the property could be permanently removed from the program.

AGREEMENTS

The military member agrees:

- To sign a 6-12 month, non-breakable lease.
- To initiate a payroll allotment for disbursing the rent on a monthly basis to the management firm.
- To provide the management firm with his/her forwarding address upon PCS or moving into government quarters.
- That his/her conduct and that of his/her family will reflect a respectable manner befitting a member of the United States Air Force.

RESTRICTIONS

Without prior approval from the present landlord, the Housing Office will not encourage, nor will it condone, any member breaking an existing lease in order to participate in this program. Written proof of the landlord's approval may be required. However, at the end of the existing lease term, the member, if eligible, may participate in the Rental Partnership Program by entering into a new 6-12 month lease. If the member decides to participate in the Rental Partnership Program with the same landlord, the property manager would refund any security deposit within 30 days of the member's executing a new lease. Rent would be then based on the BAH negotiated rate. The security deposit refund may not be used for the final month on an existing lease agreement or the first month's rent under the Rental Partnership Program.

LEASING GUIDELINES Q & A

It is a very important decision deciding where to live in the Little Rock AFB area. If you are renting, you will sign a lease for usually 6 months or 1 year. There are very few exceptions in which a lease can be broken. **CHOOSE YOUR HOME WITH CARE!**

How do I know what I qualify for in price?

The management will typically expect your gross income to be 3 times the amount of your monthly rent. On the Rental Rental Partnership Program you are automatically approved.

What identification do I need?

Your driver license, military identification, and your last pay statement will be needed for identification and financial information. Money orders or cashier's checks are the typical methods of payment for the application fee and security deposit. (There is no application fee or deposit for the Rental Partnership Program.) Cash is not usually an option.

What happens when I complete an application?

When you find your new home, you will be required to complete a rental application. A non-refundable application fee is usually required. (There is no fee on the Rental Rental Partnership Program.) This fee is to cover the cost of credit checks and verifying rental histories.

You may be asked to pay an application deposit. This deposit is applied toward your security deposit if your application is approved. If it is not, the deposit is refundable in most cases. However, depending on the application you complete, the deposit may NOT be refunded if you are approved and decide not to move in.

If you are not on the Rental Rental Partnership Program. A redecorating fee and cleaning fee can be annotated on your lease as a nonrefundable fee.

How do I avoid problems?

Most disagreements between residents and landlords occur because of misunderstandings about the obligations taken by each party when a unit is leased. The best ways to avoid problems are to:

1. Read your lease carefully before signing.
2. Ask questions about anything you do not understand.
3. Put all agreements in writing.

Are you active duty married to active duty or two or more active duty personnel planning to rent together?

Annotate in "Special Provisions" of the lease the following statement **"If either party of the lease receives PCS orders both parties will be released from the lease."**

What do I look for in the lease?

Check to see how much advance notice you must give before moving. **Thirty days'** written notice is normal per Arkansas law. Under the Service Member's Civil Relief Act, if you are within the lease duration, your notice goes into effect the first day of the following month. This means that if you give notice on the 1st of the month, the notice doesn't go into effect until the 1st of the next month.

How much notice must I give when I move out?

Be sure to review if you have to give notice on the 1st day of the month or the exact day designated in the month. Even though you complete the lease period and are on a month to month basis, you are required to give 30 days notice. Read your lease carefully.

Make sure you understand the **reletting or cancellation fee** (expense incurred if you choose to break your lease). This could affect your credit rating if you do not pay all fees.

What if I have a pet?

A pet agreement must be signed showing the required deposit, responsibilities, and penalties for pet damage.

After I sign the lease what happens?

A copy of the lease is given to the resident and the landlord maintains the original. The lease is legal and binding, therefore, all terms must be followed as written in the lease. Ask the manager to write in and initial any oral agreements or changes in the lease that are agreed upon by you. If there are community policies be sure to request copies for your information.

Can management, pest control, or maintenance personnel enter my home/apartment without my knowledge?

Management can enter your home/apartment for emergency maintenance or routinely scheduled maintenance. Check your lease. Management may advertise, place a lock box, and show your home 30 days prior to the termination of your lease.

What is a Housing Condition Checklist?

The Air Force provides you with the **Housing Condition Checklist** Form. This is a very important document! Complete the Move-In column within the number of days as specified in your lease. Insist upon a walk-thru with the landlord. Have the landlord sign your copy and **BE SURE TO GET THIS IMPORTANT DOCUMENT BACK FROM THE LANDLORD WITH YOUR SIGNATURE AND THE LANDLORD'S SIGNATURE**. Annotate everything that is damaged, dirty or broken. This is for your own protection.

When moving out be sure to complete the Move Out column prior to a walk-thru with your landlord. Point out to the landlord each and every notation on your checklist and then have the landlord sign the document. The landlord then keeps one copy and you keep another. This will be your proof at a later date if there are possible charges incurred that you might feel need a rebuttal.

Upon termination of your lease, go through your apartment or rental property with the manager to check its condition against the “move-in” inventory checklist and complete the Move Out Column. Again this is your proof of the condition of the property when you clear the property.

How do you assure return of your security deposit?

Before you leave, give whatever written notice your lease requires. You must stay for the full term of your lease. You are required to furnish the landlord with your forwarding address in writing for the purpose of refunding your security deposit. You must not be delinquent in your rent when you move out. You must leave the premises in a clean condition and abide by any other lease provisions regarding security deposit refund. You cannot deduct the amount of the security deposit from your last month’s rent. If you do so, you can be sued for three times the amount of the deposit plus attorney’s fees.

What can be deducted from your security deposit?

Any charge specified in the lease or any charge resulting from your breaking the lease. Charges for damages, wear and tear resulting from negligence, carelessness, accident or abuse on your part. Normal “wear and tear” items cannot be deducted. Unpaid rent and other unpaid charges listed in your lease, such as those for late rent payment, returned checks, missing furniture or fixtures, unreturned keys, etc. The reasonable cost of cleaning if you fail to properly clean before you leave. Many rental properties have written cleaning instructions for you to follow. Any deduction must be listed in a written description and itemization mailed to you within 30 days after you leave. However, there is no obligation that you be furnished this information if you have not paid all of your rent or if you have not given your forwarding address in writing.

What do I do about repairs?

If you are renting a home, management companies may charge a deductible fee for maintenance calls. This fee is usually \$20 to \$50 per call. Check your lease to see if you are required to pay this fee. Ask the management how long it takes to get repairs accomplished.

If the lease requires the management to make repairs, inform the manager in writing and keep a dated copy. The law requires in nearly every instance that the owner must repair security devices and conditions that materially affect the health and safety of the ordinary resident. Give the manager written notice of the needed repairs and keep a dated copy for your records.

If you don’t receive a response within a reasonable time, re-notify the manager orally and in writing. If you still don’t get a response, you may have legal grounds to exercise statutory rights of lease termination, compulsory repairs, damages, penalties, and attorney fees. Contact the Housing Management Flight for assistance at this time in an effort to act as a mediator to resolve the problem.

Specific procedures must be followed for statutory remedies, and disregarding those procedures can expose you to a civil damages suit by the owner. Repairs of problems resulting in mere discomfort or inconvenience are not covered by the statute. The city building inspector’s office or county health department can be of some help if the condition violates state statutes or local housing codes regarding safety and sanitation.

What if I need to move before my lease expires?

Immediately notify the manager and offer to help find a new resident. Normally you still will be liable for all of the rent for the remainder of the unexpired lease term. You may also be responsible for a reletting fee if the lease provides for one. This fee is a liquidated damage to compensate the owner for the time and expense incurred in finding a new resident.

Do I have to have renters insurance?

Most definitely. The apartment complex has insurance on the structure only. Renters insurance protects your furniture and personal belongings in the apartment/home.

Do I have to pay a deposit for utilities?

Ask if any utilities are included in the rent. Sometimes water and cable TV are paid by management companies. But in most cases you will be responsible for the utility deposits. Waivers for some utility companies are available in the Housing Office.

**PLEASE DO NOT ACCEPT ANY VERBAL AGREEMENTS.
ALL AGREEMENTS MUST BE IN WRITING TO BE LEGAL AND BINDING.**