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CNIC INSTRUCTION 11103.16

From: Commander, Navy Installations Command

Subj: HOUSING RENTAL PARTNERSHIP PROGRAM

Ref: (a) DoD 4165.63-M, DoD Housing Management, 28 Oct 2010
(b) CNICINST 11103.1
(c) CNICINST 11103.4A
(d) DoD 5400.11-R, DoD Privacy Program, 14 May 2007

Encl: (1) Procedures for Implementing a Rental Partnership Program

1. Purpose. To issue policy and responsibilities, describe functions and establish procedures for the mandatory implementation of a uniform Housing Rental Partnership Program (RPP).

2. Background. The RPP is designed to provide Service members with affordable off-base housing and aid in defraying some of the costs during relocation. The RPP permits the off-base housing communities to voluntarily offer a specified number and mix of homes for rent to Service members and their families. All homes (or a sample of available units) available through RPP are inspected by the Housing Service Centers (HSCs). RPP requires landlords to offer their units below market rate. Additional benefits to Service members include reduced or waived security deposits and administrative fees. Landlords cannot deny Service members because of bad credit history.

3. Policy

a. Per reference (a), it is DoD policy to rely primarily on the local community to meet the housing needs of its personnel who are normally eligible to draw a housing allowance. Reference (b) requires HSCs to implement programs which assist Service members in reducing out of pocket expenses, including RPP.

b. This instruction applies to all Navy installations and Joint Region or Joint Base installations, where Navy is the lead service, with accompanied and unaccompanied military personnel assigned who are authorized to live in community housing.

c. In overseas locations, RPP will be implemented in whole or part where allowed under the Status of Forces Agreements (SOFAs) and local customs and laws of the Host Nations.

d. The RPP will be established at all continental United States (CONUS) installation HSCs unless a waiver is obtained from Commander, Navy Installations Command (CNIC).

e. Installation Commanding Officers (COs) or Housing Installation Program Managers (HIPMs) are authorized to enter into RPP Landlord Agreements in their respective geographic areas.

f. Enclosure (1) provides procedures that shall be used and defines requirements for landlord, HSC and Service member participation.

g. The CNIC Inspection Criteria and Checklist for RPP shall be used in the acceptance of properties into RPP. The Criteria and Checklist are found on the Gateway 2.0 (G2) N93 teamsite at: <https://g2.cnic.navy.mil/tscnichq/N9/N93/N93%20Library/Forms/By%20Subject.aspx>, and in Enterprise Military Housing (eMH) at: <https://www.emh.housing.navy.mil/publications/pages/defaultView.jsf>.

h. Documents to be used in the RPP are found on the G2 N93 teamsite at: <https://g2.cnic.navy.mil/tscnichq/N9/N93/N93%20Library/Forms/By%20Subject.aspx>, and on the eMH site at: <https://www.emh.housing.navy.mil/publications/pages/defaultView.jsf>. Prior to using these documents, installation legal staff should review them to ensure compliance with state and local laws. Documents provided (a full list can be found in enclosure (1)) include:

- (1) RPP Command Brief
- (2) RPP Housing Service Center (HSC) Documents
- (3) RPP Service Member Documents
- (4) RPP Landlord Documents

(5) RPP Inspection Documents

i. The RPP places several requirements on landlords, Service members and HSCs. These requirements are defined in enclosure (1).

4. Responsibilities

a. CNIC N93 is responsible for:

(1) Ensuring the RPP is implemented in accordance with references (a) and (b).

(2) Providing program management, oversight and policy necessary to operate the RPP.

b. Region Commanders (REGCOMs) are responsible for:

(1) Disseminating and ensuring compliance with Navy Housing policy per reference (c).

(2) Ensuring implementation of RPP within their installations.

(3) Assisting installations in the development and implementation of combined or comprehensive training and marketing efforts designed to provide maximum information to Service members and landlords regarding the RPP.

(4) Assisting installations in preparing and submitting program waiver justifications to CNIC if necessary.

c. Installation HSCs are responsible for:

(1) Coordinating with Command leadership to obtain and maintain support for the RPP.

(2) Ensuring Service members and landlords are aware of the program and its policies.

5. Actions

a. CNIC N93 shall:

(1) Monitor the progress, usage and effectiveness

of the RPP, to implement modifications, corrections or improvements as required.

(2) Provide annual program goals, objectives and performance metrics.

(3) Issue implementing guidance for operating the RPP.

(4) Track the metrics and reporting for total and vacant RPP properties, by Region and Installation, through the eMH Family Housing Module (FHM).

b. REGCOMs shall:

(1) Establish a Region staff point of contact for all RPP actions with CNIC and the Installation HIPMs.

(2) Implement modifications, corrections or improvements as required.

c. HSCs shall:

(1) Target a minimum of 30% of their community housing referral listings for inclusion in the RPP.

(2) Implement the RPP in accordance with enclosure (1).

(3) Negotiate and establish RPP agreements with landlords.

(4) Inspect and accept potential RPP properties that meet the CNIC Inspection Criteria and Checklist for RPP.

(5) Determine Service member eligibility to participate in RPP.

(6) Counsel Service members about the program following the procedures in enclosure (1).

(7) Provide fact-finding and moderator services for Service members and landlords seeking to resolve issues arising under the lease.

(8) Maintain all property and occupancy records in FHM Referrals and Person components of eMH. Maintain RPP records to support reporting requirements in this instruction.

(a) Resident files must contain, at a minimum, the following:

1. RPP Application
2. Roommate addendum, if applicable
3. Copy of the Permanent Change of Station (PCS) orders for each Service member
4. Signed Counseling Sheet
5. Verification of Eligibility
6. Letter of Intent (most current copy from the complex)

(b) The HSC is encouraged to maintain files in a secure electronic format in lieu of paper whenever possible.

(c) Tracking and reporting in eMH FHM is mandatory.

(d) Information security and the protection of personally identifiable information (PII) are of the utmost importance. The HSC will not collect extraneous information and will not keep unnecessary PII in files. PII is defined in reference (d).

6. Records Management. Records created as a result of this instruction, regardless of media and format, shall be managed per SECNAV-M 5210.1 of January 2012.


W. D. FRENCH
Vice Admiral, U.S. Navy

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PROCEDURES FOR IMPLEMENTING A RENTAL PARTNERSHIP PROGRAM

All documents are found on the Gateway 2.0 (G2) Housing (N93) teamsite at:

<https://g2.cnic.navy.mil/tscnichq/N9/N93/N93%20Library/Forms/By%20Subject.aspx> and on the Enterprise Military Housing (eMH) site at:
<https://www.emh.housing.navy.mil/publications/pages/defaultView.jsf>.

(a) RPP Command Brief

RPP Housing Service Center (HSC) Documents:

- (b) Service Member Counseling Sheet
- (c) Landlord Cover Letter
- (d) Landlord Agreement
- (e) Verification of Eligibility Form

RPP Service Member Documents:

- (f) Service Member Frequently Asked Questions
- (g) Service Member Application
- (h) Service Member Housing Release Form
- (i) Addendum to Service Member Application
- (j) Lease Renewal Addendum

RPP Landlord Documents:

- (k) Landlord Frequently Asked Questions
- (l) Landlord Participation Letter
- (m) Landlord Requirements
- (n) Logo and Usage Guide
- (o) Letter of Intent
- (p) Renewal Notice of Intent

RPP Inspection Documents

- (q) CNIC Inspection Criteria for RPP
- (r) CNIC Inspection Checklist for RPP

1. Rental Partnership Program (RPP) Mandatory Requirements

a. The RPP places several requirements on the Housing Service Center (HSC) to participate:

(1) Establish an RPP in accordance with this instruction.

(2) Inspect and accept potential RPP properties into the program. Only properties that pass the inspection identified in documents (q) and (r) may be accepted into the program.

(3) Counsel Service members and verify their eligibility for RPP.

(4) Assist in resolving complaints and problems between Service members and landlords.

(5) Maintain all property and occupancy records in Family Housing Module (FHM) Referrals and Person components of Enterprise Military Housing (eMH).

b. The RPP places several requirements on the landlords and properties to participate:

(1) Must accept rent paid by allotment.

(2) A reduced or waived security deposit. If state or local laws allow the use of surety bonds, they can be used to satisfy this requirement.

(3) Must charge a monthly rental rate that is below market rates.

(4) A reservation fee up to no more than \$250.00 to hold a home is allowed, if applied towards the first month's rent. If for some reason the Service member does not qualify, the fee will be returned. If the Service member qualifies but decides not to take the rental, the reservation fee will be forfeited.

(5) No administrative fees. Background check fees may not exceed \$50 per applicant or unit as defined by applicable state or local law. If the amount of Basic Allowance for Housing (BAH) or Overseas Housing Allowance (OHA) the Service member receives does not cover the entire rent, it is at the landlord's discretion to use additional financial information, including that of spouses and roommates. Only in this case may a credit check fee apply to the spouse or roommate.

(6) The monthly rental rate shall include all appliances, amenities and services normally provided to tenants in the same complex at no additional charge. The landlord may

charge a pet deposit and/or fee and other fees if it is the normal policy for other tenants.

(7) No minimum income requirements for the Service member outside of receiving enough BAH/OHA to cover rent. A landlord cannot deny occupancy of the rental unit due to a Service member's negative credit history.

(8) Cannot refuse to rent to any rank at the agreed upon RPP rental rate.

(9) Must fully comply with the Service Members Civil Relief Act (SCRA) and all applicable state and Federal laws.

c. The RPP places several requirements on the Service member to participate:

(1) All full time active duty Service members, accompanied or unaccompanied, and who are drawing BAH/OHA are eligible to participate in RPP.

(2) Must have a minimum of six months to one year remaining until their End of Active Obligated Service (EAOS) and Projected Rotation Date (PRD), depending upon normal lease period for the area.

(3) Must provide to the HSC, by email or in person, a copy of their orders and their Leave and Earnings Statement (LES).

(4) Must authorize their current or prior landlord to release information to Navy Housing regarding their tenancy to include, but not limited to, rent payment, proper lease termination, unit sanitation issues and appropriate conduct (Document (h)).

(5) Must initiate an allotment for payment of rent via the Personnel Support Detachment, myPay, the Service member's financial institution or through the landlord's allotment company. Should the Service member stop the allotment, they are no longer covered under the RPP lease. The landlord may charge a deposit and convert the lease to a conventional lease for the market rate based on the original market rate of the initial RPP lease. The landlord may also charge the Service member the

difference for the past months of the lease (market rate vice RPP discounted rate). Notwithstanding the foregoing, when a Service member terminates an allotment based upon a right or entitlement under state or local law to withhold rent due to uninhabitability of the premises, the landlord may not require a security deposit, nor end the rent reduction benefit, nor assert a charge for the payment of past rent discounts, unless and until the matter is adjudicated under state or local law or otherwise compromised and settled by the parties. The Service member and the landlord each have recourse to the HSC for fact-finding and moderation assistance as a means of amicably resolving issues relating to habitability or properties and payment of rent.

2. Preparation

a. The HSC targets a minimum of 30 percent of their community housing referral listings for inclusion in the RPP.

b. The HSC must create their official RPP documents (see documents provided). Once completed, the HSC must have the local Navy Judge Advocate General (JAG) or Navy Office of the General Counsel (OGC) review all documents and agreements to ensure compliance with all applicable state and local laws.

c. HSC markets the program to Service members about program availability and applicable regulations, policies and procedures. The HSC will initiate a marketing effort in the private sector and coordinate with the Public Affairs Office (PAO) to advertise RPP in the base newspaper, local newspapers, electronic billboards, flyers, local radio stations and local cable television channels. Utilize all applicable websites and social media to disseminate information about the program. Additionally, the HSC should reach out to the Command Master Chief (CMC) to assist with communications and outreach to Service members. HSC should make RPP briefs available at in/out processing briefs, orientation briefs, military fairs as well as reaching out to Fleet and Family Service Centers and other Navy organizations.

3. Accepting Properties

a. HSCs will provide prospective landlords with the RPP introductory package to include:

- (1) Landlord Cover Letter (Document (c))

(k) (2) Landlord Frequently Asked Questions (FAQs) (Document

(3) Landlord Participation Letter (Document (l))

(4) Landlord Requirements (Document (m))

(5) Landlord Agreement (Document (d))

(6) Letter of Intent (Document (o))

b. The HSC will conduct follow-up contact, no later than five business days after sending the package, to confirm receipt of the package and solicit and answer any questions.

c. If a landlord is interested in participating in the RPP, the HSC must collect the following required documents:

(1) Landlord Participation Letter (Document (l))

(2) Letter of Intent (Document (o))

(3) Landlord Requirements (Document (m))

(4) Landlord Agreement (Document (d))

d. After the required documents have been obtained from the landlord, the HSC will schedule and conduct an inspection of the property utilizing the CNIC Inspection Criteria and Checklist for RPP which is mandatory for RPP properties. Additional requirements may be added for compliance with local laws. For apartment complexes, the HSC will inspect one unit of each type/size as well as all common areas including club houses, play areas and grounds. If it is a single family unit, the HSC will walk through the entire home and property.

e. After a property has passed the inspection, the HSC will review and approve the property lease.

f. When a property meets all RPP standards, the HSC will draft the Landlord Agreement (Document (d)) for signature by the local Installation CO/Housing Installation Program Manager (HIPM) and the landlord. After the agreement is signed, the landlord will be provided the Logo and Usage Guide (Document (n)) and the property will be added to RPP listings. The

Landlord Agreement may be continued for an additional year, up to three years total, upon mutual agreement and with a written addendum to the Agreement (Document (j)).

g. All RPP properties must be entered into and maintained in the FHM Referrals component of eMH in order to allow CNIC N93 to run RPP metrics and reporting.

4. Service Member Eligibility and Counseling

a. The HSC counsels the Service member in person, over the phone or electronically, using the Counseling Sheet (Document (b)). The customer is counseled on eligibility, costs and requirements and provided in addition:

(1) Service Member Frequently Asked Questions (Document (f))

(2) Service Member Application (Document (g))

(3) Service Member Housing Release Form (Document (h))

(4) Addendum to Service Member Application (Document (i))

b. The HSC provides the Service member with RPP listings that meet their criteria. The HSC provides the Service member with a Verification of Eligibility (VOE) Form (Document (e)). The VOE is valid for 30 days.

5. Leasing Process

a. The landlord will provide the Letter of Intent (Document (o)) to the Service member for signature once the lease is signed. It will specify the apartment/home address, rental rate, lease terms and prorated rent for which the Service member is responsible.

b. The Service member (in person or via email) must initiate an allotment for payment of the monthly rent to the landlord.

c. Once the lease is signed and the allotment started, the Service member and landlord will schedule an inspection and move-in. The Service member should provide the landlord with

proof of allotment. The landlord and local policy will determine what proof of allotment is necessary.

6. Lease Renewal and Termination

a. Lease Renewal

(1) At the end of the initial lease period, the Service member can extend on a month-to-month basis.

(2) The Service member can also opt to sign a new lease (state and local laws may supersede mutual agreement). A Renewal Notice of Intent (Document (p)) will be sent to the Service member and must be signed by the Service member and the landlord. A copy must be provided to the HSC. The Service member must contact the HSC 30 days prior to the lease expiration date to update records, or to provide a fully signed copy of renewal lease.

b. Lease Termination

(1) Service member terminates lease under routine circumstances.

(a) The Service member must give a proper 30 day termination notice to the landlord, based on compliance with the RPP agreement.

(b) If not renewing, the Service member is responsible for coordinating a final clearance inspection with the landlord.

(2) Lease is terminated under non-routine circumstances.

(a) Invoking PCS clause of SCRA

1. The Service member may terminate the lease with Permanent Change of Station (PCS) orders, deployment for more than 90 days or a mutual agreement between the Service member and the landlord.

2. In the case of PCS orders or deployment, a copy of orders must be presented, along with written notice to terminate lease, effective 30 days after the first date on which the next rental payment is due and payable (or notification timeframe specified in applicable state and local law).

3. In the case of short notice orders, the Service member must provide them to the landlord as soon as possible after receipt. Charges for a partial month and substantiated damages may apply.

(b) Service member is evicted. Evictions are at the discretion of the landlord. All applicable Federal, state and local laws must be adhered to and the HSC must be notified of any pending evictions. Upon notice by the landlord of eviction, the HSC may contact the Service member to offer fact-finding and moderation services as described in Paragraph 7 below. Service members evicted for cause will no longer be eligible for the RPP at their present duty station.

c. Should the Service member leave owing money, the landlord can provide the HSC an itemized list of charges owed to the landlord. This list must include a final total and the landlord's signature. The HSC will assist the landlord by forwarding documentation to the Service member's next Command. Per MILPERSMAN 7000-020, paragraph 2b (<http://www.public.navy.mil/bupers-npc/reference/milpersman/Pages/default.aspx>), the extent to which the Installation CO may cooperate with a creditor is limited to administrative referral of correspondence to the Service member.

(1) If the Service member is separating from the service and leaves owing money, it will be up to the landlord to use their normal collection procedure in accordance with applicable state and local laws.

(2) The landlord is not covered by the Fair Debt Collection Practice Act unless the debt is turned over to a third party debt collector. If debt is turned over to a third party debt collector, the debt collector is not allowed to contact the Navy and the debt will not be forwarded to the Command, unless the landlord receives a judgment against the Service member in state court. If the judgment is received and then forwarded to the Navy, the matter will be referred to the Service member (or his/her command) who may then be counseled by a third party financial counselor, or a Navy JAG on the ramifications of failure to pay just debts.

7. Fact-finding and Moderation of Issues

a. Either the Service member or the landlord may contact the HSC directly if they are having difficulty resolving a problem with the RPP lease, RPP property or other landlord/tenant dispute.

b. The HSC may perform fact-finding and moderation to assist the Service member and landlord to resolve their issues.

c. The purpose of fact-finding and moderation is to provide an opportunity for the parties to resolve problems in an amicable manner. The scope of the process is limited to determination of an issue of compliance with the requirements of the lease or a likelihood of violations regarding habitability, health and safety codes, or other state and local requirements. Legal advice must not be provided by the HSC counselor to either party, and the HSC counselor must refer all legal issues to the local Navy JA. Should either the landlord or tenant be represented by an attorney during fact-finding or moderation, the HSC counselor must also advise the other party to obtain legal services and close the complaint.

8. Complaints

a. The HSC will monitor the number of valid complaints related to the landlord. In the event a landlord receives three valid complaints that are not corrected in a timely manner, the Installation CO/HIPM will notify the landlord in writing of termination from the RPP.

b. The Installation CO/HIPM may choose to terminate the agreement with a specific landlord, based on default for non-compliance or non-performance of services, at any time during the term of the agreement. The Installation CO/HIPM must provide 60 days notice of termination to the landlord, in writing, if the landlord has failed to either rectify or alleviate the addressed issues of concern expressed by the HSC.

9. Waiver Authority

a. Exceptions to policy contained in this instruction may be granted to installations by CNIC N93 on a case-by-case basis. Installations must submit their waiver requests to their region.

If the region agrees with the request for a waiver, the region must submit it to CNIC N93.

b. CNIC N93 will not accept waivers within the first year of RPP implementation except in overseas locations where the Status of Forces Agreements (SOFAs) and local customs and laws of the Host Nations do not allow RPP.

c. A waiver may be requested, if after the first year, an installation is unable to implement the RPP due to the following circumstances:

(1) Due to a limited number of community housing units available within the geographic housing market area.

(2) Due to community housing conditions, no properties are acceptable by the CNIC Inspection Criteria for RPP (Document (r)).

(3) Within the geographic housing market area, no housing is available at current basic allowance for housing/overseas allowance for housing (BAH/OHA) levels.

d. An installation requesting a waiver from the RPP must provide analysis and justification of the waiver using following information in their waiver request:

(1) Local private sector average occupancy rates.

(2) Percentage of military renters in market area.

(3) Rental rate comparisons to current BAH/OHA rates. Compare the rates for listed properties to current BAH/OHA rates for the area.

(4) Address the economic condition of the area rental market that would affect rents and or supply/demand of housing.

e. Information, including rental market data, in the waiver request must be collected from:

(1) Economic Development Commission (EDC)

(2) Chamber of Commerce

(3) Board of Realtors

(4) Landlord Association

f. CNIC N93 may grant waivers to the RPP at an installation for up to 24 months. An installation must submit a new waiver request if they are unable to implement the RPP at the end of the term of their waiver.

g. A waiver may be considered for extenuating circumstances outside of the above requirements, at the discretion of CNIC N93.