#### **RPP DOCUMENTS**



# RPP Housing Service Center (HSC) Documents

- Service Member Counseling Sheet
  - Landlord Cover Letter
  - Landlord Agreement
  - Verification of Eligibility Form





INSTALLATION:	
PHONE:	 
EMAIL:	
WEBSITE:	

## **Service Member Counseling Sheet**

ΕI	ia	ib	il	ity

Service member or spouse with Power of Attorney (general, special or financial upon local requirements) is applying for RPP.
Service member has at least 180 days remaining before End of Active Obligated Service (EAOS) and Projected Rotation Date (PRD).

- Service member has presented the Housing Service Center (HSC) with a copy of his/her orders and Leave and Earnings Statement (LES).
- ☐ The HSC will inform Service members that:
  - No Landlord can refuse to rent to any rank at the current RPP rental rate.
  - Service members cannot be turned down unless a bad reference has been received from a previous Landlord.
  - Service members cannot be turned down for poor credit.

#### Requirements

Credit checks {will/will not} be performed as applicants are approved based on EAOS, PRD and drawing Basic
Allowance for Housing (BAH) or Overseas Housing Allowance (OHA).

- ☐ The Service member must authorize their current or prior Landlord to release information regarding their tenancy to include, but not limited to, rent payment, proper lease termination, unit sanitation issues and appropriate conduct.
- After the initial term of the lease has expired, the Service member may continue under the RPP on a month-to-month basis or may sign a new lease but must notify the HSC of this action.
  - ☐ The Service member will provide the HSC with a Renewal Notice of Intent for a RPP renewal.



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	I he Service member will not stop their existing allotment.			
	☐ The Service member will increase/decrease their existing allotment based on new rental rate.			
Po	licy			
	All state and Federal laws apply.			
<u> </u>	Service members must be informed of the provisions of the Service Members Civil Relief Act (SCRA) and applicable state Landlord/tenant laws in an effort to limit issues and problems during the lease period. More detailed information can be provided to all parties via the following link: <a href="https://www.justice.gov/crt/spec_topics/military/scratext.pdf">www.justice.gov/crt/spec_topics/military/scratext.pdf</a>			
	It is mandatory that the Service member initiate an allotment for payment of the monthly rent to the Landlord. Interim rent is the Service member's responsibility and must be paid in advance directly to the Landlord until the allotment becomes effective.			
	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).			
	A RPP participating Landlord cannot refuse to rent to a Service member based upon rank or poor credit history but may turn them down for poor rental references as verified from a previous Landlord.			
	In the event the Service member experiences discrimination, they will notify the HSC and will be counseled on how to file a complaint.			
	It is the responsibility of the Service member to obtain a Letter of Intent from the Landlord which must be returned to the HSC.			
	Service member and Landlord are responsible for completing the move-in inspection.			
	The Service member will be required to sign a rental lease agreement.			
	The Service member must provide the Landlord two items in order to receive keys to the unit: (1) Proof the allotment was initiated; (2) the pro-rata rent due at move-in.			
Le	ase Termination and Eviction			
	Service member may terminate the lease with PCS orders, discharge orders, retirement or deployment for more than 90 days or by mutual agreement.			
	In order to terminate the lease, a copy of orders must be presented along with a 30 day written notice. Charges for a partial month and substantiated damages may apply.			

	If the Service member chooses to terminate their RPP lease before the lease termination date for reasons other than those covered by the State Residential Landlord Tenant Act or SCRA, the Landlord has the legal right to charge a termination fee (a monetary penalty). To determine the cost of this penalty, the Service member must contact their Landlord.			
Before the Service member moves out, he/she is responsible for coordinating a joint final check-out inspection with the Landlord. The inspection shall be done when the Service member is ready to relinquish possession and turn over the keys or no more than 72 hours prior to the termination date.		e member is ready to relinquish possession and		
	Evictions are at the discretion of the Landlord. All Federal, state and local laws must be adhered to and the HSC must be notified of any pending evictions			
	A Housing Counselor may be notified to act as a third party to an	y unresolved issues.		
un	signing this document, Iderstand everything herein.	, acknowledge that I have read and		
X 		D :		
Sei	Service Member Signature Date			
X				
Counselor Signature Date		Date		



INSTALLATION:	
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#### **Landlord Cover Letter**

HSC Address City, State Zip Day Month, Year	
Dear Landlord,	
The Navy Housing Service Center (HSC) at would like to invite you to participate in an exciting program for Landlords. The Rental Paris a great way to market your available housing directly to the Service members at (Command Name).	_ (Command Name) rtnership Program (RPP)
The RPP provides active duty military personnel with affordable off-base housing and wo offer a great deal and reliable tenants.	rks with Landlords to

#### Benefits to you, the Landlord:

- **Expanded Marketing:** Inclusion in Automated Housing Referral Network (AHRN) and other service approved networks, listing of RPP properties given to Service members.
- **Length of Lease:** Applicants must have permanent orders for the minimum negotiated lease period at the arriving duty station.
- **Prescreened Service Members:** Housing eligibility has been verified by the HSC prior to contact.
- Rent Paid by Allotment: Rent must be paid by allotment for the Service member to qualify.

Enclosed, you will find several documents outlining the program requirements as well as Landlord Frequently Asked Questions.

For additional information on this program, please contact the Housing Service Center (HSC) and ask for a RPP Counselor.

Contact us to enroll your property today!

Respectfully, HIPM



**Contact Your Local Housing Service Center** <u>www.cnic.navy.mil/housingquickreference</u>



INSTALLATION:	 
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### **Landlord Agreement**

Th	is Agreement is entered into this day of (Month and Year) =				
by	oy and between (Complex Management Company or Owne				
(he	nereinafter referred to as Landlord) and Installation Commanding Officer,				
	(Command Name) (hereinafter referred to as the Installation).				
	hereas, the Landlord owns certain property in the City of, State of, which is held for the property of residential rental to the general public and further described to wit:				
(A	ddress of Property with City, State and Zip)				
	nereas, it is to the mutual benefit of the Landlord and the Installation that residential rental units be available military personnel at an agreed rental rate.				
	ow, thereafter, in consideration of the mutual benefits accruing to the parties hereto, the Landlord and the stallation agree as follows:				
1.	The term of this Agreement shall be for one year commencing on (Date) and terminating on (Date Plus One Year). (Date will be determined by Housing Office)				
2	This Agreement may be continued for an additional period of time from one to three years upon mutual				

- 2. This Agreement may be continued for an additional period of time from one to three years upon mutual agreement of parties hereto. Such agreement shall be evidenced by a written addendum attached to this Agreement to be executed by both parties at least sixty (60) days prior to its expiration indicating that this Agreement has been extended for an additional period of time from one to three years.
- 3. Landlord agrees to incorporate the terms of this Agreement into any lease executed under this program by reference thereto in the lease and by attaching a copy of this Agreement to the lease and the terms herein shall take precedence over any conflicting terms in the lease. Nothing in this Agreement is intended to affect existing leases executed by military tenants prior to the date of this Agreement, unless so desired by the Landlord and the affected tenants.
- 4. Any lease entered into under this Agreement shall remain in effect for the full term of the lease regardless of whether this Agreement remains in effect or is terminated during the term of the lease.



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5.	During the term of this Agreement, Landlord agrees to lease the rental units described above to service personnel
	assigned to the area and his/her family members authorized housing at a monthly rate that is(Insert
	dollar or percentage amount) below scheduled rent. Should a change in fair market value result in increase
	of scheduled rent, Landlord may increase Service member's monthly rate but only one time per year on the
	anniversary date of the new lease and not to exceed an amount which is(Insert dollar or percentage
	amount) below the newly established scheduled rent.

6. Landlord will accommodate the following member rates as to requirements set herein, as follows:

#Bedroom/#Bath	RPP Price	Market Rent	# Units
	\$	\$	
	\$	\$	
	\$	\$	

- 7. The monthly rental rate shall include all appliances, amenities and services normally provided to tenants at no additional charge.
- 8. Rental units will be inspected by officials of the Installation prior to execution of this Agreement and from time to time thereafter. Units not conforming to or maintained within Navy RPP inspection standards will be removed from the program. Prior to removal, the Landlord will be provided written notice of the deficiencies and a thirty (30) day opportunity to correct deficiencies.
- 9. Landlord may charge a reservation fee up to \$250 which is applied toward 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, up to half of the reservation fee will be forfeited. Any other types of administrative fees are not authorized in the Rental Partnership Program. In addition, Service member will not be required to meet a minimum income requirement and Landlord agrees that a Service member will not be denied occupancy of the rental unit due to a negative credit reference but could be denied occupancy if there are past poor rental references. Service member will be responsible for pet deposit/fee.
- 10. Landlord may require 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.
- 11. The Service member will agree to participate in the allotment payment system for payment of rental costs. If allotment is not started or is terminated during the term of the lease, Service member will become ineligible to participate in the Rental Partnership Program, be required to pay security deposit and will lose rent reduction benefit.
- 12. Although the Service member is required to pay their rent by allotment, the member can stop their allotment at any time. Rental Partnership Program is not a guaranteed rent. Should the Service member stop the allotment, the Landlord may charge a deposit and the difference of the discount for the past months of the lease. The member may be converted to a conventional lease and pay the market rent based on the original market rent of the initial Rental Partnership Program lease. Rental Partnership Program requires the Service member to pay rent directly to the Landlord on the first of the month by certified funds (certified check, cashier check, money order or direct deposit) until the allotment begins.

13.	As a condition of this Agreement, the Installation, as an agent of the United States Government, does not assume any liability for itself or the United States Government, its servants, employees or assigns for damages to the rental unit or for any other fees or obligations incurred by military tenants, nor does this Agreement in any way obligate government appropriated or non-appropriated funds for payment of same. The Landlord understands that the Installation is not acting as a guarantor for any rental payments or any other obligations at any time, under any circumstances and will not be made a party to any suit, claim or demand made against the military tenant for responsibilities incurred by the tenant during the tenancy. The Installation will not indemnify the Landlord in any way, but does agree to assist Landlords in resolving liability to the full extent permitted by law and government regulations.		
14.	The Installation shall not be required to provide any tenants to the Landlord but agrees to refer potential tenants to Landlord by providing prospective tenants with information such as pamphlets, brochures, a list of all services provided and any other pertinent information about their communities, which must be provided by the Landlord, at no cost to the Installation.		
15.	In accordance with the Service Members Civil Relief Act and the (State) Annotated Statutes, Chapter, if a Service member receives Permanent Change of Station (PCS) orders, deployment orders or temporary duty (TAD/TDY) orders for a period in excess of 90 days, any liability of the person for rent under the lease may not exceed thirty (30) days after the date the next rental payment is due for the number of days allowed by state law, whichever is less. Member will provide Landlord with a copy of his/her orders or housing offer letter.		
16.	The initial Rental Partnership Program lease term is to months. Once a Rental Partnership Program member has fulfilled his/her lease rental term, the contract automatically converts to a month-to-month lease or with option to renew for to months. Upon completion of the initial lease period, the tenant may terminate the rental agreement by submitting a written intent to vacate to the Landlord thirty (30) days prior to vacating.		
17.	7. If the Service member terminates the Rental Partnership Program lease any time after the first lease term, based on the SCRA, the Landlord is NOT authorized to recoup waived rents/fees or security deposits. The Service member must give a proper thirty (30) day termination notice, based on compliance with the Rental Partnership Program agreement, SCRA and the applicable State Residential Landlord Tenant Act, regardless of when the termination occurs during the Rental Partnership Program lease term.		
18.	3. Service members participating in this program will be required to notify HSC of move-out date and obtain verification by Landlord as to the condition of the rental unit when vacating, prior to clearing the Installation.		
19.	9. The Installation Commanding Officer (CO) may choose to terminate the Agreement, based on default for non-compliance or non-performance of services, at any time during the term of this Agreement provided a sixty (60) day notice of termination has been forwarded, in writing, by the Installation Commanding Officer and Landlord has failed to either rectify or alleviate the addressed issues of concern expressed by the Installation Commanding Officer.		
20.	The Housing Service Center 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 Rental Partnership Program.		
X			
Landlord, Printed Name and Signature Date			
X			
Ηοι	using Representative Signature, by direction of the Installation Commanding Officer Date		



INSTALLATION:	
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EMAIL:	
WEBSITE:	

# **Verification of Eligibility Form**

Service member is eligible for all available rental:	s on the Rental Partnership Program that do not exceed		
\$per month in rent.			
	(Name a)		
l,			
	(Branch of Service) (Pay Grade/Rank) Hereby understand		
	(Fay Glade/Rallk) Fieleby understand (Command Name) Rental		
	vill be for 6 to 12 months under the terms of the Agreement		
etween (Command Name) and the approved Landlord.			
Projected Rotation Date (PRD):	<del></del>		
End of Active Obligated Service (EAOS):			
As a condition for no (or reduced) security deposallotment for rental payment made directly to th	it and other benefits, I understand that I must execute an e Landlord.		
x			
Service Member Signature	Date		
x			
Housing Representative Signature	Date		
Housing Representative Phone:	ng Representative Phone: Housing Representative Fax:		
income, roommate(s) or some other extenuating exceed Basic Allowance for Housing (BAH) or Ove	tisfactory credit report if he/she, based upon dual spousal g circumstance, desires to lease a unit whose rent would normally erseas Housing Allowance (OHA). <i>Note: The Service member</i> ort and that the authorization to rent the higher priced unit is		
PRIVACY ACT STATEMENT			

**AUTHORITY:** 5 USC 5911 & 5912:

PRINCIPAL PURPOSE: To identify customer needs for assistance and housing requirements.

**ROUTINE USE:** 

Voluntary; however, failure to provide the requested information will result in the inability to assist you.



**Contact Your Local Housing Service Center** www.cnic.navy.mil/housingquickreference