

FACT SHEET

DPW
MS. ANDERSON (7-4058)
15 March 2010

IMSW-HOD-PWH

SUBJECT: Information on Renting Off-Post Fact Sheet

PURPOSE: To Provide Guidance for Renting Off-Post.

FACTS:

1. Get to know the area and shop around for a rental unit that meets your needs and budget.
2. When you decide where to live, take a look at the unit before you sign the lease. Lease terms vary from a month-to-month to a 3-, 6-, or 12-month lease. You should decide on the lease term best suited for your needs and negotiate the term before signing the lease.
3. Know the terms and conditions of your lease and your responsibility as a tenant. Once you sign a lease, it is legally binding.
4. Landlords with more than four residential dwellings must disclose all known lead-based paint information to prospective residents on property built before 1978, or before they became obligated under a lease contract. For owners with one to four residential dwellings, the lead-based paint disclosure requirements took effect on 6 Dec 96.
5. Take a condition inventory of the property within 48 hours of moving in. List all deficiencies and have the manager sign the inventory. Only then will it become official. Keep a copy for your records.
6. Tenant insurance is highly recommended. This will allow you to seek compensation in the event of theft or property damage/loss; Landlords are not responsible for personal property losses.
7. Pay Rent on Time. Rent is always due on the first of the month. Late charges can be devastating.
8. Requests for repairs should always be in writing. Give your landlord the original and retain a copy for your records. Requests must be dated and signed.

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9. Notice to vacate must be given to landlord in writing. Texas law requires a 30-day advance written notice; however, leases may vary.

10. Your landlord has 30 days after you return the keys to refund the security deposit. Deductions for damages must be itemized and in writing.

11. You should attempt to resolve problems with your landlord first; however, if you are unsuccessful, contact the Housing Services Office for assistance.

12. When your name comes up for on-post housing, let the Housing Services Office know when your lease expires and/or how much notice you have to give your landlord. Applicants waiting for on-post housing can be placed in lease-hold status until the terms of the lease are completed.

13. Information on utility /Rental Deposit waivers:

a. **UTILITY WAIVER PROCEDURES**. After off-post quarters have been obtained, Soldiers must in-process with the Housing Services Office before obtaining waivers. Soldier should check with the landlord/utility company to determine which utilities are used to determine which waivers are needed.

b. **RENTAL DEPOSIT WAIVERS (RDW)**. The rental waiver applies to the security deposit only. Once a rental unit has been leased, a joint inspection must be completed by the Soldier and the landlord or his representative and must be presented in order to obtain the waiver. The Soldier should then put these documents in a safe place and have them available when ready to move out of the apartment. In order to avoid disputes upon move-out, this document must be carefully completed.

(1) Single Soldiers, drawing BAH and sharing an apartment with another Soldier, may each receive a RDW.

(2) There is no time restriction for getting the first RDW.

(3) Soldiers, who have a RDW and relocate, may receive another one for the new rental unit by returning the old waiver.

(4) Waivers are available to Soldiers assigned to Fort Hood and required to clear the installation. It is the responsibility of the landlord to determine if the Soldier is creditworthy. The Housing Services Office is unable to run a credit report; therefore, a

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waiver may have been issued. When a credit report indicates a poor credit/rental history, the landlord should not accept a waiver: Instead, they should instruct the Soldier to return the waiver to the Housing Services Office.

If the tenant is a credit risk and the landlord accepts a RDW, the tenant cannot be required to pay additional monies for a security deposit (example; first and last month's rent). If arbitration occurs and the tenant was charged a deposit, the deposit waiver is rendered invalid.

(5) Effective 14 Nov 99, RDW includes the agreement that the Soldier must fulfill the lease term of the lease agreement before being assigned on-post housing. If the lease term is fulfilled, the Soldier will not be denied assignment to on-post housing for non-rent damages or charges found at the move-out inspection. It is recommended that the landlord and tenant develop an agreement to pay any agreed upon move-out inspection charges or exercise their right to arbitration.

(6) When a Soldier is moving between properties/apartments within the same agency, a new waiver must be issued. When the first lease is terminated and all issues resolved, the old waiver must be returned. A deposit may be required until the tenant returns with a new waiver. When the new waiver is received, the deposit amount should be returned to the tenant or may be applied to future rent at the tenant's request.

(7) A deposit waiver will remain in effect for the entire lease term. At the end of any lease term, the tenant may request and receive the waiver after fulfilling all lease obligations and paying a deposit.

(8) If a dispute arises and a deposit waiver has been issued, both tenant and landlord agree to binding arbitration.

14. Following these simple guidelines and being a responsible tenant will make your life in the community all the more enjoyable.

15. Visit our website at www.hood.army.mil/dpw for more information.

(Original Signed)

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