

Finding adequate, affordable housing is a problem for most Counterdrug soldiers and airmen. Those of us stationed in high-cost-of-living areas, such as San Diego or the Bay Area, have an even greater difficulty finding reasonable housing. Military installations in these areas have housing, but the housing offices (generally) give priority to the Title-10 active duty personnel stationed at the base or post.

I spoke with the San Diego Naval Base Housing Referral and Assignment Office. The office manages 7,930 units in the San Diego area, and leases another 162 units from civilian owners. Susan Andres, of the Housing Referral and Assignment Office, said, “We can’t even house our Priority 2 personnel. We have 5,000 families on the waiting list.”

Eligible personnel are categorized into five “priorities.” AGR Guardsmen (Title 10) assigned directly to an installation are Priority 2, sub-category 5 (all five subcategories compete equally for housing.) AGR Guardsmen assigned for duty in the area of the installation without an interservice agreement, are Priority 3, Guardsmen on Active Duty under Title 32 are Priority 4. Ms. Andres emphasized that, “We only accept applications for military housing from Priority 1 or Priority 2 personnel.”

The other half of the office is Housing Referral. This service is available to counterdrug personnel. They:

- provide available civilian rental and sale listing on a non-discriminatory basis to members of the Department of Defense;
- provide information about the Security Deposit Guarantee Program;
- counsel military families with regard to various military subsidy programs, including low-cost housing available for rent;
- provide a point of contact for landlords and managers, and military personnel in regard to complaints associated with civilian housing;
- provide mediation services for rental complaints, and will conduct a check-out inspection (if problems are expected by the tenant or landlord.) this is often helpful in preventing court action;
- counsel military families on landlord-tenant responsibilities in civilian housing;
- provide a list of rentals that have had sanctions imposed against the owners or managers by the Department of Defense when appropriate. (Military families are prohibited from entering into any lease or rental agreement in these facilities.);
- investigate complaints involving military members regarding discriminatory practices in civilian housing;
- Offer assistance and information regarding home purchase and ownership.

Additionally, the commander of Naval Base San Diego has recently implemented a “Set Aside Program.” Military and DOD personnel are able to rent a home for 10% less than the rental rate charged to non-military personnel. Credit check and security deposit payments are waived. Property owners and the Navy sign agreements that owners have set homes aside for military and DOD families who will pay rent through an allotment.

Further details on these programs and services are available from the Housing Referral and Assignment office, at (619)556-8443.

According to the Team Shield Commander, CPT Piazzoni, Military housing in the Imperial Valley, at NAF El Centro, is more readily available. Depending on availability, the NAF El Centro Housing and Referral Office may accept counterdrug personnel for

placement on the waiting list. Quarters for single soldiers have also been available. And the office provides similar referral services to qualified military and DOD employees.

The Housing and Referral Office at McClellan AFB in North Highlands, CA, has a backlog on the waiting list. The office won't put military personnel on the list unless they are on PCS orders lasting at least two years. Families with more than two children are put on a higher priority list. Counterdrug guardsmen are welcome to use the Housing Referral office. They maintain a list of lower-cost housing in the Sacramento north area, though they are not capable of checking the houses or complexes. Their number is (916)643-3305.

Team Wolf soldiers stationed at Beale AFB in Marysville have the easiest time finding military housing. Currently, according to SSgt William Davies of the Housing and Referral office, Beale AFB has some of its family housing unoccupied, and the Housing office is accepting applications from counterdrug guardsmen. The waiting list is typically 30 - 45 days. Counterdrug soldiers need to show Housing Office personnel orders stating the guardsmen are assigned to Team Wolf. The housing is first come, first served. The office also provides referral services for military personnel wishing civilian housing. The office number is (916)634-2792

The following are aspects of renting you should be aware of:

SOLDIERS' AND SAILORS CIVIL RELIEF ACT

There is a common misconception that this act authorizes military members to terminate leases signed after they enter service or if they transfer to another duty station. This is not true. Military personnel must adhere to the terms of their leases. A military clause is recommended to protect you in case of transfer.

MILITARY CLAUSE

Every military tenant should insist that a "military clause" be included in their lease. The clause provides the military tenant a way to end a lease prematurely, with a written thirty (30) day notice, for reasons connected with military service. Your referral counselor can provide you with a written "military clause" to add to your lease.

MILITARY CLAUSE

ADDENDUM TO LEASE

California Law does not have any provisions RELIEVING the military member from liability under a lease or rental agreement. The Soldiers and Sailor Relief Act also does not relieve a service member from liability. The service member should ensure that a "Military Clause" is added to the rental contract.

While there is no standard military clause as an amendment, the following is suggested and offered as a guideline. You should ensure that paragraphs, a., b., c. and d., are included. Paragraphs e., and f., may not be applicable or desired by all personnel.

As applies to that certain property, to wit:

(Address)

1. "As a member of the Armed Forces of the United States," the lessee may terminate the obligations, upon presenting documentation, under this lease on giving a thirty (30) day written notice of intent to vacate in the event of the following:
 - a. Receive permanent change of station orders from the area of the premises.
 - b. Has been declared killed or missing in action the spouse or executor may terminate this lease by providing the landlord with a written notice of termination to be effective on the date specified therein, but not less than thirty (30) days later.
 - c. Separated from the Armed Services.
 - d. Receives temporary duty assignment to a location outside the San Diego area for a period of time of sixty (60) days or more.
 - e. Leased the property prior to arrival and subsequently received orders of reassignment elsewhere.
 - f. Is offered and accepts assignment to Military Family Housing
2. For any or all of the above reasons, Lessee may terminate this lease upon written notice of his/her intention to do so, and such termination shall become effective thirty (30) days after the date the notice is served upon the Lessor. If the date of such termination shall fall between days on which the rent is due, rent shall be prorated so that lessee is obligated to pay rent only for that period from the time the rent is due to the day of scheduled termination date. He/She will be charged or prorated amount for each additional day he/she occupies the premises.
3. The provisions of this addendum shall have precedence over any conflicting provisions in the lease.

Tenant Signature

Date

Landlord Signature

Date

GIVING YOUR CIVILIAN LANDLORD A 30 DAY NOTICE TO VACATE

California State law requires tenants to give their landlord a thirty (30) day written, advance, paid-up notice of intent to vacate. Assignment to quarters in military housing does not relieve you of your responsibility to give your landlord a written, 30-day notice. The 30-day notice period may be reduced, if both parties agree to the change in writing.

DEPOSIT

The largest expense facing most tenants when moving to a new apartment is the security deposit. A security deposit is any payment, fee, deposit or charge to be used by the landlord only for (1) repairing damages caused by the tenant (exclusive of normal wear and tear); (2) compensation for unpaid rent; (3) cleaning the premises at the end of tenancy, if not satisfactorily cleaned by the tenant. Security deposits include cleaning, key, pet, parking and rent for the last month. All deposits, except holding deposits, are considered security deposits and are refundable.

A landlord cannot demand a security deposit of more than an equal amount to two months rent for an unfurnished apartment or three months rent if the unit is furnished. The rent for the first month is additional, but rent for the last month is considered part of the total. In a month to month rental agreement a clause which states that part or all of the security deposit will be forfeited if you move out before a specified period of time, (e.g., six months) is in violation of Section 1950.5 of the California Civil Code.

Before you sign a rental agreement or pay rent for the first month, check the condition of your future home closely. Use the checklist and mark down any dirt or damage to the premises, furniture or appliances. Videotape or take photographs of major defects or damage and identify each one on the back of the photograph by location and date.

The California State Legislature amended California's Residential Security Deposit Law effective January 1, 1994. One major change is to allow owners and managers of residential rental property up to twenty-one (21) days to account for the use of your deposit. If your rental agreement states that your landlord has fourteen (14) days to give an accounting or return the unused portion of your deposit, your landlord must still abide by the terms of that agreement. However, on a month-to-month lease, your landlord may change the lease terms to permit him/her twenty-one (21) days to return your deposit or provide an accounting; the landlord must provide you with a written thirty (30) days notice prior to changing the lease terms.

If you have not received your refund within the twenty-one (21) day period after you have vacated the unit you should contact the landlord in writing, preferably by certified mail with a return receipt requested. Make sure you keep a copy of the letter which should request the return of your security deposit and include the Following points: (a) the dates that you occupied the apartment; (b) that a proper thirty (30) day notice to vacate was given and received by the landlord; (c) that the deposit refund and or the

required itemized list of deductions had not been received by you as of a specific date; (d) that Section 1950.5 of the California Civil Code requires the landlord to return deposits within twenty-one (21) days of termination of tenancy; (e) that the landlord's refusal to return the deposit is a violation of Section 1950.5, wherein a tenant may hold the landlord liable for up to \$600 in punitive damages, in addition to any actual damages; and (f) request a response and/or payment in the mail within five (5) working days after receipt of your letter, so that legal action can be avoided.

INSURANCE FOR YOUR PERSONAL PROPERTY

We strongly recommend you obtain renter's insurance on your personal property. Renters can no longer afford to face the risks of property loss without the security of protection offered by renter's insurance.

The basic package offered by different insurance companies is often the same. The amount of coverage and the price of the policy can vary greatly. The renter's package typically includes coverage for fire and theft protection, additional cost for living in hotels and eating in restaurants while living quarters are not habitable due to insured loss. Liability coverage (in case of accidents due to renter negligence) is also available to cover medical costs, legal costs if you end up in court. Credit card coverage may also be built into the package. Other variables such as waterbed coverage may be included. Remember that the amount of coverage in the standard policy varies and should be thoroughly researched before making a decision.

READ YOUR POLICY CAREFULLY before signing it. Don't get caught thinking you're covered for something, just to find that you aren't when it is too late.

NOTE: While you are looking for rental property you are planning to occupy,

Please remember to check.

- (1) For smoke detector(s), and know the battery on each smoke detector needs to be changed at least once a year.
- (2) The condition of the heating unit(s): It should be dust free, especially around the pilot light on gas heaters and the pilot flame should be blue. If it's yellow, call the gas provider to come out and check it. There is usually no charge for this service.