

- The Lease of Property/Use Agreement – The right to ownership of the homes and the right to act as landlord to the residents who rent the homes. The right to operate and maintain the homes and infrastructure within the property. The right to develop the property during the Initial Development Period and throughout the term of the lease.
- The Operating Agreement – The right to co-chair the Management Review Committee (MRC) meeting. The right to operate the project using the business practices it outlines in the Operating Agreement and the Management Plans attached to it, including:
  - Unit Occupancy Plan – The right to lease to Other Eligible Tenants in the priority outlined in the Unit Occupancy Plan
  - Rental Rate Management Plan – The right to collect rent on time for the amount agreed upon in each tenant lease.
  - Facilities Maintenance Plan – The right to support family housing units through maintenance and repair, grounds maintenance, refuse collection and disposal and pest control.
  - Construction Management Plan – The right to follow the procedures and specifications for construction and renovations.
  - Capital Repair & Replacement Plan – The right to make decisions about the capital needs of the project and to budget and spend funds accordingly.
  - Fee Management Plan – The right to earn and receive base and incentive fees if it meets performance benchmarks.
- The Lockbox Agreement – The right to set aside funds for short- and long-term uses.

2. The Project Owner has the right to **request changes** to the transaction if necessary, to include:

- Scope changes
- Transaction Document amendments
- Refinancing
- Restructuring
- Operating /Capital Repair & Replacement Budget amendments

3. The Project Owner has the right to receive **Air Force notices and approvals** (or disapprovals) in a timely manner, to include:

- Notice of the Government’s intention to enter the Leased Premises 24 hours prior to entering (or, if entering a housing unit, a much longer or prior notice as may be prescribed by state law, if applicable), unless the government determines the entry is required for safety, environmental, operations, or security purposes.
- Notices to Proceed
- Certificate of Occupancy, Certificate of Compliance
- Design Criteria Exception Notices
- Direct Loan disbursement
- Review and approval of quarterly Performance Incentive Fees
- Monthly utility, fire and police bills
- Annual review and approval of Operations Budget, Capital Repair & Replacement Budget and Capital Repair & Replacement Plan
- Annual review and approval of Utility Allowance determination
- Approval of Housing Design Plans and Site Design Plans



# AIR FORCE



## BILL OF RIGHTS

FOR RESIDENTS,  
INSTALLATION COMMANDERS,  
AND PROJECT OWNERS

For more information contact:

AFCEC/CFHO  
Housing Privatization  
2261 Hughes Avenue, Suite 155  
Lackland AFB, TX 78236-9853

For more detailed info visit our website: [www.afcec.af.mil](http://www.afcec.af.mil)



## Resident Bill of Rights

Renters' rights vary by state and are established and protected by law. This Bill of Rights provides a sample of rights likely to be addressed in your state's landlord-tenant laws and does not replace any of the terms and conditions of a tenant lease.

1. Residents have the right to enter into and are obligated to the **tenant lease** during their residency and the right to terminate the lease per the termination provisions of the lease, to include:
  - The right to be treated fairly when applying for, residing in, and moving out of privatized housing.
  - The right to receive and the obligation to sign a lead-based paint addendum (and other applicable addendums) and know if their home contains lead-based paint before moving into it.
  - The right to a move-in inspection to ensure their home is in good condition upon move-in.
  - The right to resolve disputes according to the dispute resolution procedures outlined in the tenant lease.
  - The right to terminate occupancy of housing if they receive PCS orders, if they receive orders to deploy for a period of not less than 90 days, or if they are released from active duty.
  - The right to have their security deposit returned within the time period specified in the tenant lease if the conditions per the lease are met.
2. Residents have the right **to receive maintenance services** from the Project Owner while living in privatized housing, to include:
  - The right to timely, courteous and responsive customer service, maintenance and repair performed by qualified maintenance technicians.
  - The right to immediate attention from the maintenance

staff for emergency service calls, especially those for structural, utility or mechanical problems that could cause loss of life or property or serious damage affecting health, safety or security.

- The right to have their trash picked up on a regular basis.
  - The right to receive proper notice from the Project Owner before any scheduled entry.
3. Residents have the right to **live in a safe, quiet and well-kept community**, even during construction, to include:
    - The right to enjoy peace and quiet in their own homes and the right to a clean and safe community.
    - The right to have authorized pets that are in compliance with the AF and Project Owner's pet policies.
    - The right to request long-term and short-term visitor passes from the installation.
    - The right to fire and police protection.
    - The right to request written permission to conduct a residential business in their home from the Project Owner and in accordance with government regulations.
    - The right to receive timely notifications of termination, if required, because of development activity and in accordance with the tenant lease and state law.

## Installation Commander (Authorities – Unimpaired)

1. The Installation Commander (CC) has the right to **act on and enforce** on all authorities established in law, regulation, or military custom, to include:
  - 10 U.S.C. § 2872a - The authority to furnish utilities and services at levels deemed appropriate by the Government for the Project
    - Allows government to furnish utilities and services to a housing area if the housing area is located on an installation
    - Establishes reimbursement authority
  - 50 U.S.C. § 797 – The authority to promulgate and enforce security regulations and restrict public access to the Base, to include regulations delineating parameters for authorized entry to or exit from the Base
    - Right to establish ingress, egress or removal of persons from the installation
  - 18 U.S.C. § 1382 – The authority to bar individuals from the Base



- Military Rule of Evidence 314, 10 U.S.C. §802, et seq., and 50 U.S.C. §797 – The authority to conduct inspections or searches of individuals, the Premises, the Leased Premises or the Leased Premises Improvements
- Military Rule of Evidence 315, 10 U.S.C. §802, et seq., and 50 U.S.C. §797 – Authority to issue search authorizations based on probable cause of individuals, the Premises, the Leased Premises or the Leased Premises Improvements
- 50 U.S.C. §797 – Authority to conduct disaster preparedness exercises and/or emergency recovery operations on the Base
  - Safeguarding of property (Installation) against destruction, loss, or injury by accident or by enemy action, sabotage, or other subversive actions
- 10 U.S.C. §113 and 8013, 50 U.S.C. §797, 18 U.S.C. § 1382 and 5 U.S.C. § 301 – Authority to exercise emergency health powers on the Base in the event of a public health emergency due to biological warfare, terrorism, or other communicable disease epidemic

## Installation Commander Authorities – Delegated under Housing Privatization

2. The Installation CC has the right to **take action on housing privatization issues** based on the authorities delegated to the Installation CC, to include:
  - Administrative Operating Agreement Amendments – Approve non-substantive modifications, administrative corrections or clarifying amendments
  - Performance Incentive Fee – Approve Performance Incentive Plan (PIP) determinations and provide Government input as specified in the Property Operations and Management Plan
  - MRC Co-Chair/Member – Establish and chair the MRC or participate as a member of the MRC

- Environmental Plans and Permits – Review and coordinate as specified in the Lease of Property
  - Removal of archaeological artifacts – Upon discovery
  - Installation Access (Ingress and Egress) – Reiteration of unimpaired Installation CC Authorities
  - Security Matters – Reiteration of unimpaired Installation CC Authorities
  - Fire and Police Reimbursements – Coordinate, calculate and collect from the Lessee the reimbursement amount that is due annually for Fire and Police services
  - Utility Allowance Determination – Review and approve the Lessee's utility allowance calculations as specified in the Rental Rate Management Plan
3. The Installation CC has the right **to make requests** that are compliant with existing laws, policies and instructions, such as:
    - USAF/A7C Housing Privatization Project Scope Changes Policy Ltr, May 09
    - Transaction document modifications/amendments
    - Air Force Instructions 32-6001, 32-6003 and 32-6007
    - Waterfall Policy Ltr, July 06
    - Co-location Policy Ltr, Oct 09
    - Installation Access – DTM 09-012, Interim Policy Guidance for DoD Physical Access Control, Dec 08 and AF Policy for Installation Access Control, Sep 09
      - Credentialing standard and minimum requirements



## Project Owner Bill of Rights

1. The Project Owner has the right to **develop, operate and maintain** the leased premises in accordance with the transaction documents, to include: