

COMNAVCRUITCOM INSTRUCTION 11101.1D

- From: Commander, Navy Recruiting Command
- Subj: GOVERNMENT LEASED HOUSING (GLH) FOR RECRUITING COMMAND PERSONNEL
- Ref: (a) Commander, Naval Installations Command Instruction 5009.5
- Encl: (1) Statement of Understanding
 - (2) GLH Application and Move-in Process
 - (3) GLH Move Out Process
 - (4) GLH Damage Restoration Process

1. <u>Purpose</u>. To provide guidance for participation in the Family and Bachelor Government Leased Housing (GLH) Programs.

2. Cancellation. COMNAVCRUITCOMINST 11101.1C.

3. <u>Discussion</u>. Recruiting personnel may be assigned to locations where Basic Allowance for Housing (BAH) does not adequately support housing costs and military housing is not available within a reasonable commuting distance from their duty station. Navy Recruiting Command (NAVCRUITCOM) implemented the GLH program to lease individual housing units in order to prevent recruiting personnel from incurring excessive out-ofpocket costs. The United States Army Corps of Engineers (USACE) serves as leasing agent. Commander, Navy Installations Command (CNIC) Family Housing Division acts as resource sponsor for the GLH Family program, while NAVCRUITCOM sponsors the Bachelor program.

4. <u>Punitive Effect</u>. This instruction is a regulatory general order and applies to all military personnel within the Navy Recruiting Command without further implementation. Violations are punishable under the Uniform Code of Military Justice (UCMJ) for military personnel.

5. <u>Definitions</u>. The following terms are used in this instruction:

a. Applicant: One who applies for the GLH program but has not been enrolled.

b. Tenant: One who is enrolled in the GLH program and occupies a leased housing unit.

c. Lessor: The owner of a housing unit that has contracted with the government to house the tenant.

d. Out-of-Pocket Expense: The amount of housing expense (R not covered by BAH that a service member is expected to incur before becoming eligible for the GLH program (currently 7.5% of member's BAH).

e. High Cost Lease: A lease with a monthly cost greater than 1/12 of the annual high cost threshold, requiring CNIC approval to execute.

f. Congressional Cap: Maximum amount any GLH lease may cost during any 12-month period. The congressional cap threshold is determined annually and is non-waiverable.

g. Dual Military: Two married members serving in the armed forces and assigned to the same duty station with both eligible for BAH.

h. Courtesy Move: A government-funded household goods shipment within the local area outside of PCS and often used when a member assigned to a GLH unit is forced to relocate due to reasons beyond their control.

i. Restoration Damages: When damages are found to be above the normal wear and tear as determined by USACE.

j. Voluntary Restitution: When a member provides repayment for damage while occupying GLH.

k. Geographic Bachelor: Member who has chosen to not be accompanied by dependents at present duty assignment.

1. Lease Conversion: A conversion of an existing private lease into a government-held GLH lease. Any deposits are returned to the member subject to repair of damage. A property inspection must be completed prior to lease conversion.

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6. <u>Eligibility</u>. In order to qualify for the GLH program, NAVCRUITCOM personnel must meet the requirements for either the Family or Bachelor programs as listed below:

a. Family

(1) Be detached from previous duty station and assigned to any NAVCRUITCOM command under Permanent Change of Station (PCS) orders.

(2) Be eligible for BAH at the "With Dependent(s)" rate. (Note: In cases of joint custody of common dependents, only the military member who has custody for more than nine months per year is eligible.)

(3) Be accompanied by dependents.

(4) Out-of-pocket housing expenses exceed 7.5% of BAH as determined by "Fair Market Value" of entitlement by USACE. This percentage is subject to change based on program funding.

(5) Permanent duty station is located outside a one-hour commute, during normal rush hour, or distance is greater than 20 miles from any military installation with family housing (regardless of waiting list).

(6) Have at least 12 months remaining onboard until Projected Rotation Date (PRD).

(7) Bachelor Degree Completion Program (BDCP), Health Science Completion Program (HSCP) or other student recruiting programs are not eligible for this program.

(8) Dual military assigned to the same duty station will not normally participate in this program. However, if they do choose to participate both members will forfeit their BAH. Member's bedroom entitlement will be based on the senior members pay grade.

b. Bachelor

(1) Be detached from previous duty station and assigned to any NAVCRUITCOM command under PCS orders.

(2) Be eligible for BAH at the "Without Dependent(s)" rate.

(3) Out-of-pocket housing expenses exceed 7.5% of BAH as determined by "Fair Market Value" of entitlement by USACE. This percentage is subject to change based on program funding.

(4) Permanent duty station is located outside a one-hour commute, during normal rush hour, or distance is greater then 20 miles from a military installation with barracks. (Note: This requirement may be waived with a non-availability statement or upon member's chain of command request to N42.)

(5) Have at least 12 months remaining onboard until PRD.

(6) BDCP and HSCP students are not eligible for this program.

(7) Geographic Bachelors receiving BAH (with dependents) are not considered Bachelors for this program and are not eligible.

c. NAVCRUITCOM may temporarily adjust the out-of-pocket housing expense criteria in cases where demand greatly exceeds the funding capacity of the GLH program. The purpose is to provide GLH to those who need it most.

d. Applicants may decline acceptance of offered properties at any time prior to lease execution. If member declines a suitable unit, they may not reapply for GLH until one year from the date of such decline. For lease conversion requests, an applicant may reapply upon renewal date of private lease if the lessor refuses to enter into a government lease.

e. The command Housing Coordinator shall promptly report changes in a member's dependent status to N42.

7. <u>Entitlements</u>. The type and size of housing unit is determined based on the type of program, paygrade, and number of dependents as follows:

a. <u>Bachelor Program</u>: All Bachelors participating in this program will be assigned to apartment complexes. Unit size is based on paygrade up to a maximum of two (2) bedrooms as listed below:

Paygrade	Entitlement
E4 and E5	One (1) bedroom furnished <u>OR</u> unfurnished
E6 and above	One (1) bedroom furnished <u>OR</u> Two (2) bedrooms unfurnished

b. <u>Family Program</u>: Unit size is based on number of dependents up to a maximum of five bedrooms as listed below:

Dependent TypeEntitlementMember and spouseTwo bedroom apartment(no dependents)Two bedroom apartment

For enlisted personnel (E1-E6), bedroom eligibility is based on family composition. Where inventory permits, families will normally be eligible for one bedroom per child and a separate bedroom for the dependent parents per reference (a). A smaller bedroom entitlement may be required if the lease will be a high cost lease. However, no more than two same sex dependents per bedroom.

Pay grade E7 - E9 and O3 and above: A minimum three bedrooms (regardless of number of dependents)

c. Standard types of GLH units offered by USACE will depend on availability and size of bedroom entitlement; normally priority of offering will be as follows:

Size	Type of unit offered
2 Bedroom	Apartment/Townhouse
3 Bedroom	(1) Apartment or Townhouse/Duplex
	(2) Single Family Home
4 Bedroom	Single Family Home

d. If a member in the GLH program experiences a change in entitlement due to an additional dependent, they may request a move in writing via the chain of command to a new housing unit subject to N42 approval and funding limitations. The move must occur at the time of normal lease renewal and household goods will be shipped at the member's expense. Member must have at least 12 months remaining onboard current duty assignment. The location of new GLH quarters cannot be guaranteed within same neighborhood or school district.

8. <u>Application Priority</u>. Occasionally, demand for GLH leases exceeds the funding limits of the program and some applicants

may experience a delay in enrollment when a shortage of leasing capacity exists. The following priority system minimizes adverse impact on applicants in this situation:

a. <u>Priority One</u>: Newly reporting personnel who have not yet secured housing at their new duty station.

b. <u>Priority Two</u>: Those personnel who have already secured housing at their duty station and are requesting a lease conversion or a new GLH unit.

9. Courtesy Moves

a. If a member must relocate from a GLH leased unit due to a situation beyond their control, such as a lessor who will not renew an existing lease, N42 will fund shipment of household goods to the new housing unit within the local area.

b. Members who are forced to relocate due to their own misconduct or abuse of the property must bear the expense of their household goods shipment and will lose their eligibility for enrollment in the GLH program. Please note that GLH is a privilege offered by NAVCRUITCOM not an entitlement.

10. Energy Conservation

a. Members enrolled in the GLH program must conserve energy and utilities to keep utility costs reasonable. Turning lights off in unoccupied rooms, closing exterior doors and windows when heating or cooling a home, and shutting down a home computer overnight are all examples of prudent conservation efforts.

b. Members who repeatedly incur excessive utility costs may be disenrolled from the GLH program.

11. Responsibilities

a. <u>Deputy Director</u>. The Deputy Director, N4 has the overall responsibility for the Government Leased Housing Programs. The Deputy Director shall:

(1) Provide annual leased housing requirement projections to NAVCRUITCOM Comptroller (Bachelor) and CNIC GLH Program Manager (Family). (2) Maintain approval authority over requests for leases and USACE real estate services.

(3) Develop and disseminate leased housing program policy to USACE and field commands.

b. <u>GLH Program Manager, N422</u>. The GLH Program Manager shall:

(1) Provide guidance, supervision, development and thoroughness of the NAVCRUITCOM Family and Bachelor Housing Programs. Establish instructions and perform quality assurance for program development. Evaluate Family and Bachelor housing funding baselines necessary to achieve NAVCRUITCOM program requirements to support Navy Standards for habitability.

(2) Monitor USACE District performance in achieving lease execution and program objective. Function as NAVCRUITCOM Headquarters point of contact and liaison on policy, systems, and funding strategies.

(3) Function as Headquarters point of contact for tracking funding, execution, and status of GLH applications. Maintain an efficient, effective housing program that provides high levels of customer satisfaction.

(4) Monitor resolution of damage restoration claims and coordinates restoration funding for claim settlement. Review potential "High Cost" leases and make recommendations to CNIC for approval/disapproval that is in the best interest of the applicant and the program.

c. NAVCRUITDIST Commanding Officers (CO) shall:

(1) Designate an E7 or above to serve as the command Housing Coordinator (HC). The CO shall ensure that the command HC fulfills their duties in accordance with this instruction and has the adequate resources and command support to effectively manage the program.

(2) Direct an investigation into damages caused by a tenant that exceeds \$1000.00 or when requested to do so by NAVCRUITCOM Inspector General (00IG).

(3) Take steps to ensure BAH payments are stopped upon tenant occupancy of GLH quarters.

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d. Command Housing Coordinator (HC) shall:

(1) Manage an effective and efficient GLH program at the NAVCRUITDIST level that provides high levels of customer satisfaction.

(2) Serve as the communications point of contact for command personnel, NAVCRUITCOM GLH Program Manager, and USACE real estate specialist. Proactive communications are essential to effective management of the program.

(3) Provide timely GLH program information to prospective recruiting personnel. Welcome aboard letters and packages should include a reference to the NAVCRUITCOM GLH website http://www.cnrc.navy.mil/housing.htm

(4) Screen all applications for eligibility, certify the accuracy of the application, and forward eligible applications to N42 for processing.

(5) Witness the applicant's GLH Statement of Understanding (enclosure (1)). The Statement of Understanding is considered a lawful order and must be presented to the member upon checking into the command. The Member must fully understand their responsibilities and accountability when participating in this program. All Statements of Understanding must be signed and witnessed.

(6) Maintain a file for each application. The file shall contain printed copy of the completed application, signed and witnessed original Statement of Understanding, copy of page 2, and any pertinent documentation provided during residence, such as a copy of lease, property inspection results, and written/electronic communications. Files shall be maintained for one year after lease has terminated.

(7) Counsel personnel on their rights, responsibilities and available "due process" in accordance with applicable Navy instructions and directives as they pertain to the GLH program. The command HC shall also counsel ineligible applicants on housing options to include military family housing and local real estate market information.

(8) Ensure that pre-occupancy and post-occupancy inspections are held according to this instruction and maintained in the command file.

(9) Maintain an accurate lease database that serves as a tracking tool to ensure all required actions are conducted in a timely manner. The database shall include as a minimum: name, paygrade, entitlement, lease execution date, PRD, and dates of completion for inspections and lease number.

(10) Submit documents to the serving Personnel Support Detachment (PSD) to stop BAH authorization upon occupancy of housing unit by member. Occupancy of housing and effective date of lease need not be the same. BAH stops and starts based on occupancy date not lease date.

(11) Follow up on BAH stoppage not later then 30 days after tenant takes occupancy of GLH quarters. A good tool to accomplish this is by reviewing the "Unit Commander's Financial Report" (UCFR). DFAS provides a monthly copy to each command.

(12) Coordinate the resolution of damage restoration claims at the NAVCRUITREG level.

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(13) Notify N42 when member's dependent status changes i.e. member marries (if participating in the Bachelor GLH program), dependents permanently depart the area or family size increases.

(14) Submit payroll deduction forms to the serving PSD for damage restoration.

e. Member shall:

(1) Submit an accurate application with required attachments.

(2) Avoid negotiating with lessors as to lease terms and cost. Discussions must be limited to information gathering only.

(3) Take reasonable measures to conserve energy and utilities during occupancy.

(4) Notify chain of command immediately if BAH is not stopped upon occupancy of GLH quarters.

(5) Maintain the property in serviceable condition in accordance with provisions of the lease. Be responsible and accountable for restoration of damage due to occupancy.

(6) Participate in all required inspections under the GLH program and provide access to the lessor for property inspection and maintenance in accordance with lease provisions.

(7) Notify the command HC at least 45 calendar days in advance of intended vacate date. If military orders do not allow for 45-day notice, then provide notification immediately upon receipt of orders.

(8) Will not allow any other person to reside temporarily or permanently in GLH quarters other than dependents listed on member's page 2.

(9) Will not sublet any portion of the GLH unit under any circumstances.

f. <u>Commander, Navy Installation Command (CNIC) Family</u> <u>Housing Headquarters</u> is the funding agency for the program and shall serve as approval authority for all leases determined to be high cost. Program funds shall cover the cost of the rent and basic utilities; administration and systems support to efficiently manage the Family Housing program. Severance of existing leases and relocation costs are not covered under this program.

g. <u>U. S. Army Corps of Engineers</u> is the executing agency for all housing requirements arising under this program. USACE shall submit high cost data surveys to CNIC for approval for any lease that falls within the parameters of a high cost lease.

12. Procedures and Processes

a. <u>Application Process (enclosure (2))</u>. The Application Process accomplishes four main functions:

- (1) Screening of applications for eligibility.
- (2) Locating and leasing suitable housing.
- (3) Documenting pre-occupancy housing condition.
- (4) Stopping an applicant's BAH upon move-in.

Step 1: Applicant submits application.

The GLH Application can be found along with the required Statement of Understanding at the GLH Website: http://www.cnrc.navy.mil/housing.htm.

The completed application and copy of current Page 2 are submitted to their command HC no later than 60 days prior to the requested move-in date. When member requests lease conversion, ensure name and phone number of the lessor is provided on the application. Applicants are encouraged to submit as early as possible as it allows more time for USACE personnel to locate a suitable housing unit.

Step 2: Command Housing Coordinator screens eligibility.

The command HC screens applications to verify eligibility under criteria set forth in this instruction. If ineligible, the application is cancelled and the command HC will counsel the applicant on available housing options (BAH, military family housing, general real estate conditions, etc.) as soon as possible. If eligible, proceed to Step 3.

Step 3: Command HC validates and submits application normally 50 days prior to requested move-in-date.

The command HC will validate all data and enter all pertinent information on the approval screen of RFMIS Application. After the RFMIS data entry is complete, the system will generate an email message regarding the pending application to the NAVCRUITCOM Housing Manager N422. This step must be completed no later than 33 days prior to requested move-in date. (USACE requires at least 33 days to complete any housing request.)

Members will not be assigned to GLH or provided a "move in date" prior to detaching from previous duty station.

Step 4: NAVCRUITCOM N42 secures funding, validates application. (RFMIS system forwards notification to USACE.)

N42 screens GLH applications for complete information and ensures funding is available before approving and forwarding to USACE for processing.

Step 5: USACE performs market analysis of local housing area and validates eligibility.

The USACE District assigns a real estate specialist to process the application. A market survey using the applicant's bedroom

entitlement is conducted. If USACE determines that suitable housing exists in the area of duty assignment with out-of-pocket costs of 7.5% or less of applicant's BAH, USACE notifies N42 and command HC that the application is recommended for cancellation. The command HC should then counsel applicant on housing options as per Step 2. If out-of-pocket costs exceed 7.5% of BAH, proceed to Step 6.

Step 6: The USACE District real estate specialist will locate available properties that meet program requirements for bedroom entitlement, quality, commuting distance, and cost and forward the list to the command HC/applicant for selection.

If the applicant selects a property, proceed to Step 7. If the applicant finds none of the properties acceptable, they may opt out of the program, canceling the application. N42 may approve requests for a second listing of properties on a case-by-case basis.

Step 7: Once USACE is informed of property selection, a lease is executed and a move-in date is confirmed. USACE coordinates a pre-occupancy inspection that is convenient for attending parties and held prior to move-in and notifies N42 and command HC.

USACE shall notify N42 and command HC of lease execution and shall forward a copy of the lease to command HC for filing within 15 calendar days of lease execution.

Step 8: The command HC shall ensure a pre-occupancy inspection is conducted with the applicant, command representative, and lessor. Results will be forwarded to USACE within three days of inspection.

The parties shall properly document the condition of the unit prior to occupancy to protect the government's interest against invalid damage claims. If major damage is noted that precludes beneficial occupancy, USACE should be notified immediately. In any case, the results should be kept on file at the command and forwarded to USACE.

The command representative may be the command HC or member's supervisor such as a Zone Supervisor or Recruiter in Charge. The representative will serve to protect the interests of the member, NAVCRUITCOM and the United States Government. The requirement for a command representative is optional for applicants E7 and above at the discretion of the command. Step 9: Member moves in.

Member shall immediately notify command HC when move-in has been completed.

Step 10: Command HC stops BAH based on move-in date.

BAH stoppage shall be initiated by the command HC to occur on the date of move-in. <u>The member shall verify that BAH has been</u> stopped upon receipt of the next Leave and Earnings Statement. <u>Fraudulent receipt of BAH while in the GLH program is a</u> violation of the UCMJ.

Step 11: Command HC verifies BAH stoppage 30 days after movein.

In order to avoid an unintentional continuation of BAH that can create financial problems for recruiters, the command shall verify that BAH has been stopped approximately 30 days after the move-in date. Copy of BAH stoppage documentation should be keep in member's file maintained at the command.

b. <u>Move-out Process (enclosure (3))</u>. The Move-out Process accomplishes four main functions:

- (1) Adequate notice of intent to vacate GLH unit.
- (2) Documenting post-occupancy housing condition.
- (3) Restoration of minor property damage if necessary.
- (4) Starting a member's BAH upon move-out.

Step 1: Command HC finalizes move-out date with tenant 45-60 calendar days prior to scheduled PRD.

Although it is the member's responsibility to notify the command HC 45 days prior to the desired move-out date, the command HC should be proactive in coordinating an orderly relocation and assist the member as needed. Using an effective tickler system, the command HC should contact the member 60 days prior to member's PRD to review the move-out process and finalize a move-out date that allows for at least 45 days advance notice to USACE.

The command HC should counsel member at this time on preparing quarters for the post-occupancy and final inspections to include cleanliness and restoration of damage above normal wear and tear.

Step 1a: Early move-out:

In cases where the member has decided to opt out of the GLH program early to pursue other housing options, a 50-day notice to the command HC is required. Requests to vacate early are subject to lease provisions and moves planned to coincide with the lease renewal date, usually at the one-year anniversary of lease execution. Moving costs are the responsibility of the member.

Steps 2, 2a: Move-out at PRD or Navy-directed early move-out:

Command HC shall ensure the termination request is submitted to USACE at least 45 days prior to member's requested move-out date. The 45-day advance notice allows adequate time for a termination notice to be sent and a post-occupancy inspection to be scheduled at least 30 days prior to move-out.

If military orders dictate an unplanned relocation (fault/no-fault transfer, out-of-proximity move, etc.), the command HC shall notify USACE and NAVCRUITCOM as soon as possible. For short-notice transfers, USACE and NAVCRUITCOM shall reasonably expedite the move-out process.

Step 3: Planned termination of lease:

USACE shall review the lease provisions for termination and notify lessor in accordance with existing terms of lease.

Step 4: Scheduling the Post-occupancy inspection:

USACE schedules a post-occupancy inspection that is convenient for member lessor, and command representative and held 30-40 days prior to move-out. A command representative is optional for paygrades E7 and above at the discretion of the command HC.

Steps 5, 5a, 5b: Conducting the Post-occupancy inspection:

This inspection serves to clarify expectations of cleaning requirements and identify potential repair items that must be completed prior to final inspection. It is held 30-40 days prior to move-out to allow adequate time for resolution of

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issues regarding damage claims or other lease provisions.

If no damage is noted and the lessor's cleaning requirements are deemed reasonable, the command representative notifies the command HC of results and the process moves to Step 6.

If the lessor claims damage that is above normal wear and tear, the member is offered an opportunity to accept responsibility for damage and effect repairs. If the member agrees to effect repairs, then USACE and NAVCRUITCOM are notified of planned restoration. The member then makes necessary repairs at their expense, to the satisfaction of the lessor prior to the final inspection in Step 6.

If an agreement cannot be reached concerning the extent of damage and/or the responsible party at this point, then the routine move-out process cannot continue. The process ends and Step 1 of the "Damage Restoration" process is executed.

Step 6: Final move-out inspection:

If required by lease and desired by lessor, USACE shall coordinate a final inspection to be conducted after household goods have been removed from the unit and cleaning/repairs are complete. If damage was noted in Step 5, a final inspection is <u>mandatory</u> with member and landlord present to verify that satisfactory repairs have been made. A command representative shall be present for all final inspections for E6 and below.

After completion of the final inspection, the member vacates the unit and the command HC notifies USACE of move-out.

Steps 7, 7a: USACE terminates lease and notifies NAVCRUITCOM. Command HC initiates BAH start-up based on move-out date.

Once the lease has been terminated and the member's BAH has been restarted, the move-out process is complete.

c. Damage Restoration Process (enclosure (4)):

The main goal of the damage restoration process is to ensure that validated damage claims are resolved at the appropriate level in a reasonable timeframe and that the member is treated fairly and is provided "due process" before any payroll deduction is ordered. It provides several avenues of resolution. Though all claims in this process will be mediated by USACE, it serves the command HC to work closely with both USACE and the member to ensure a fair and expeditious resolution.

Step 1: Command HC immediately notifies NAVCRUITCOM of circumstances via email, copy to USACE.

At this point, a dispute exists concerning damages to the unit that shall be resolved prior to move-out. The command HC shall <u>immediately</u> notify N42 so that mediation and dispute resolution can promptly begin. USACE is notified at this point to review the lease provisions in advance of mediation.

Step 2: N42 requests USACE mediation and may notify NAVCRUITCOM Inspector General and CNIC of potential claim.

NAVCRUITCOM shall request USACE mediation as soon as possible. Mediation may be conducted by telephone or in person, dependent upon the scope and complexity of the claim, as travel costs are a consideration. If the lease is administered under the Family program, CNIC is notified of the claim amount for fund reservation purposes.

Step 3: USACE mediates member (tenant) lessor dispute and validates restoration claim prior to lease termination.

USACE will first validate the damage claim against the lease provisions and local real estate practice.

If the claim is deemed invalid, USACE rejects the lessor's claim and proceeds to Step 7 of the Move-out Process.

If the basis of the claim is valid, USACE will mediate the dispute between the lessor and member to try to reach an agreement on responsibility and cost of restoration.

The command HC should closely monitor the mediation and assist as appropriate. Proactive communication and involvement at this stage will benefit the member/command and may eliminate the need for an OOIG investigation later in the process.

Steps 4, 4a: USACE forwards mediation report to NAVCRUITCOM HQ.

USACE shall report the results of the successful mediation to NAVCRUITCOM HQ. When payment is due to the lessor a detailed statement of charges will be included as part of the report.

Step 5: USACE forwards unsuccessful mediation report to NAVCRUITCOM.

If mediation fails, USACE will determine the appropriate cost of restoration for the validated claim and the member's responsibility for reimbursement. A final summary email will be requested from the USACE District office to NAVCRUITCOM to include a recommended course of action for restoration.

Step 6: NAVCRUITCOM IG may direct command to investigate and resolve restoration claims.

00IG will review the USACE mediation report and request the command investigate the claim. Based on the investigation, the command will either direct reimbursement of all or part of the USACE-determined restoration cost (Step 6a) or will find that the member is not liable for the damage.

The command will then report findings to the OOIG (Step 6b). If the command determines that the member is not liable for the full amount of the restoration cost, than an explanation for the difference must be justified in the report.

Step 7: NAVCRUITCOM requests funds from resource sponsor and amount is transferred to USACE for payment to lessor.

NAVCRUITCOM will transfer funds either directly to USACE for Bachelor leases or request CNIC transfer restoration funds to USACE for Family leases. The funding will equal the legitimate restoration cost as validated by USACE in the mediation report.

Step 8: USACE settles lessor claim, terminates lease, and notifies NAVCRUITCOM.

Once USACE receives funds, it shall settle the claim, terminate the lease, and notify NAVCRUITCOM of completed action.

Step 9: Command HC verifies tenant payment is processed, notifies NAVCRUITCOM, and initiates BAH start-up based on vacate date.

The command HC verifies that the payment has been processed at the local disbursing unit and notifies N42.

13. <u>Forms</u>. All required forms are downloadable from the GLH website: http://www.cnrc.navy.mil/housing.htm.

/s/ R. R. BRAUN Deputy

Distribution: Electronic only, via http://www.cnrc.navy.mil/Publications/directives.htm

Statement of Understanding Government Leased Housing Program

1. I understand that the final responsibility for the acquisition of Government Leased Housing (GLH) rests with the supporting U. S. Army Corps of Engineers (USACE), District Engineer, in accordance with Department of Defense policies, the COMNAVCRUITCOMINST 11101, cost criteria, and adequacy standards. A lease consummated by an individual on their own behalf is neither binding nor a commitment by the government. Only the district engineer representative can negotiate and execute a lease between the government and landlord and I will not make any side agreements with the landlord.

2. I have the option to decline assignment GLH quarters currently under lease by the USACE and/or located within the acceptable travel distance, or to decline assignment to a GLH unit negotiated by the USACE in response to a request submitted by the requester. However, such rejection shall result in future restrictions of eligibility as per COMNAVCRUITCOMINST 11101.

3. I should anticipate at least a 34-day delay from the time I initiate an application until the USACE is able to execute a lease and assign quarters in writing.

4. I am responsible for all fees incurred for moving from current residence into GLH. Such fees may include: moving of household goods, lease breaking fees, cleaning and damage fees, phone transfers, etc.

5. I am responsible to notify my Command Housing Coordinator if my BAH is not stopped when the government quarters are occupied.

6. Once assigned to government quarters, I will be required to remain in those quarters unless:

a. The lease terminates under its own terms.

b. I become ineligible under the criteria established in the governing leased housing instruction.

c. I am reassigned out of the area.

d. I am directed to move because of government necessity.

e. The lease is terminated for the convenience of the government.

f. I receive approval for retirement or separation.

7. Further, I understand I will be responsible for such routine housekeeping, maintenance, minor repairs and related servicing of the quarters, equipment, and furnishings, and the maintenance of grounds as would be expected of any tenant in private rental housing of similar type and value.

8. I will permit entry of the appointed inspector, for assignment, for pre-final and final termination inspections of the quarters.

9. I will not permit occupancy of quarters assigned to me by anyone except myself or my dependents listed on my page 2. I understand that a violation of this principle is sufficient cause for the Commanding Officer to withdraw the government leased housing privilege.

10. I will notify the Command Housing coordinator, in writing, at least 60 days prior to the date desired for vacating my GLH quarters. If PCS orders are received in a shorter time frame, the Command Housing Coordinator will be notified as soon as possible.

11. I fully understand and agree that I will accept the quarters leased for my use as government controlled housing by the USACE in accordance with adequacy standards prescribed for such quarters.

12. When I vacate quarters, I am responsible to see that they are clean in a manner, which would be acceptable if I were vacating on-base quarters.

13. I may be held monetarily liable to reimburse the government for damage to government leased housing, to any government furniture and furnishings resulting from negligence or willful acts.

14. I fully understand my responsibility to immediately notify my Command Government Leased Housing Coordinator in writing, of any change in my dependency status which would result in a change in eligibility for my continued occupancy of the leased quarters.

15. I fully understand the Navy is not and will not be responsible for damages. If there is any damage to GLH property, caused by myself or dependents, I will fully reimburse the government at my own expense.

16. I am responsible for ensuring that my move-in and move-out property inspections are complete, accurate, on file and a copy in my personal possession.

17. Violation of this statement of understanding is subject to punishment under the Uniform Code of Military Justice.

WITNESS:

(Member's Signature)

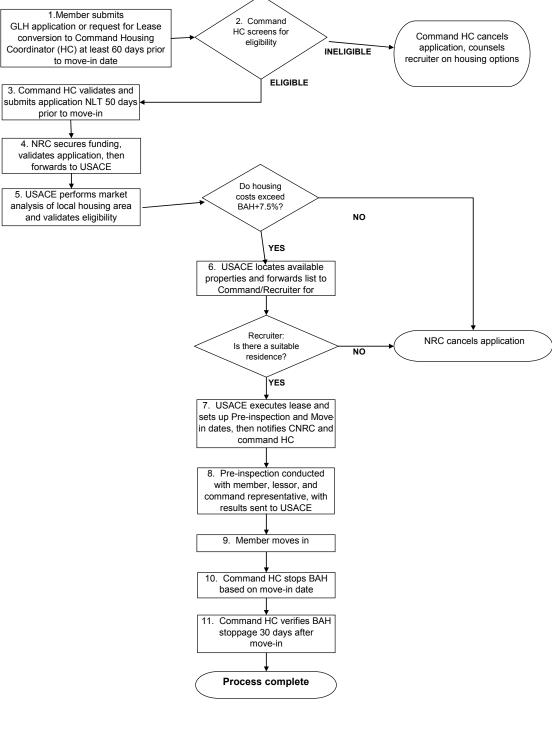
(Signature, CO or Command HC)

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(Date)

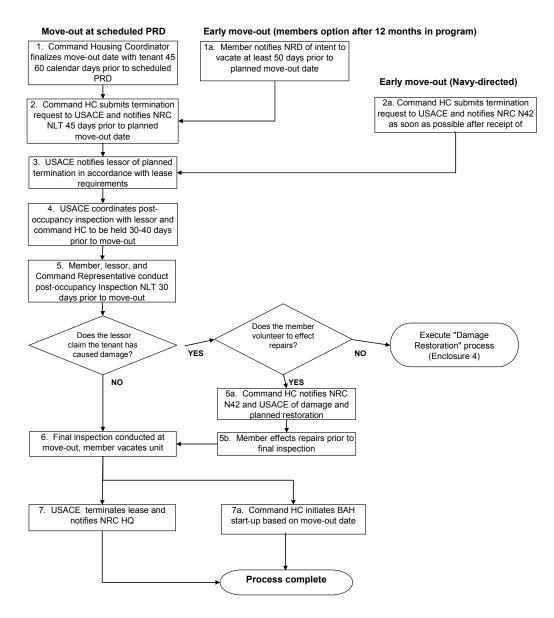
(Date)



GLH Application and Move-in Process

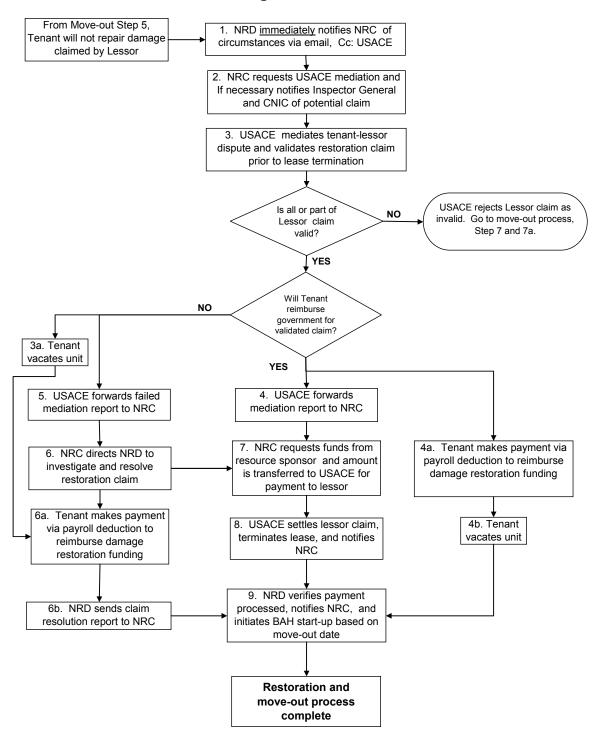
Enclosure (2)

GLH Move Out Process



Enclosure (3)

8 May 2009



GLH Damage Restoration Process

Enclosure (4)