

Real Estate Guidance - (10/2013)

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The purpose of the FAA Housing program is to provide housing for FAA employees supporting the National Airspace System (NAS) who are working in remotely located areas where commercial housing is not available. The guidance follows the mandate in OMB Circular A-45 and must be followed for the acquisition, management and disposal of FAA owned or leased housing facilities. These provisions are applicable to all Lines of Businesses (LOB) and organizational elements having a requirement for and using FAA housing quarters.

8.1 Applicability Revised 4/2012

The purpose of the FAA Housing program is to provide housing for FAA employees supporting the NAS who are working in remotely located areas where commercial housing is not available. These employees will be offered housing quarters that are either owned or leased by the FAA. This policy follows the mandate in OMB Circular A-45 as stated below,

“It is the policy of the Federal Government to rely on the private housing market to provide housing for its civilian employees. If there is no requirement of service or protection or if there is no lack of available housing, as discussed in OMB Circular No. A-11, Preparation and Submission of Budget Estimates, subsection 12.5(n)(2) and (3), agencies must not acquire additional rental quarters.” (OMB Circular No. A-45, Section 5- POLICY).

And

“Subsidies, inducements prohibited. Federal employees whose pay and allowances are fixed by statute or regulation may not receive additional pay and allowances for any service or duty unless specifically authorized by law. 5 U.S.C. section 5536. Consequently, rents and other charges may not be set so as to provide a housing subsidy, serve as an inducement in the recruitment or retention of employees, or encourage occupancy of existing Government housing.”

This guidance must be followed for the acquisition, management and disposal of FAA owned or leased housing facilities.

Therefore, all requests for the construction or leasing of new housing, and/or the improvement and rehabilitation of existing housing must be presented to the Air Traffic Organization (ATO) and address the impact of status quo, what is the cost comparison of constructing, and what is the cost of leasing. The request should then be coordinated with Regions and Centers (ARC) Logistics Real Estate division for implementation. For further information regarding new Housing Acquisitions, see Section V.

All FAA Housing Quarters rental rates are established in accordance with OMB Circular No. A-45 (see <http://www.whitehouse.gov/omb>) and will be appraised by Department of Interior National Business Center Quarters Office and managed by ARC Logistics Real Estate Office.

These provisions are applicable to all LOBs and organizational elements having a requirement for and using FAA housing quarters.

8.2 Roles & Responsibilities Revised 4/2012

This section outlines the major roles and responsibilities of offices within the FAA LOBs to implement the FAA housing program. This listing is not meant to be all-inclusive. There are other responsibilities cited throughout this document.

A. Regions and Centers (ARC)

1. **Aviation Logistics Organization, Real Estate Policy, Procedures and Budget (ALO-200)** is responsible for managing the national housing program by establishing housing policy for ARC Real Estate Contracting Officers to implement. Also serves as voting member on the Department of Interior Housing Council, ensures that budgeting for and payment of the Quarters Management Information System (QMIS) annual bill is timely and accurate, and responds to housing inquiries related to rents.
2. **Regional Administrator** designates the Logistics Service Area Manager as the Housing Representative for ARC.
3. **Logistics Service Area Manager (LSAM) or Deputy LSAM** is the Housing Representative for ARC in the Logistics Area and coordinates all employee housing activities within or outside the agency.
4. **Real Estate Contracting Officer (RECO)** is designated the Housing Officer for ARC in the Service Area.
 - The RECO acquires and disposes of housing quarters.
 - The RECO inputs data regarding FAA's housing inventory into the QMIS database.
 - The RECO receives and validates reports provided by the Department of the Interior from the QMIS system.
 - Receives established rental rates for housing quarters from Department of Interior, National Business Center, and implements rents in QMIS.
 - The RECO issues annual tenant rental notices and adjustments in compliance with OMB Circular A-45 to all tenants occupying permanent quarters.
 - The RECO sends tenant rental information to the Service Area Payroll Liaison Specialist (PLS), who in turn advises DOI of payroll deductions.
 - Issues of payroll deductions, arrears, overages, and shortages, shall be resolved between the employee and the PLS.
 - For leased quarters, the RECO works with the Lessor to correct performance deficiencies and to ensure Lessor accountability and compliance with habitability requirements as well as ensuring the lease clauses are being met. LOB field manager or representative is responsible for the assignment of the housing quarter. At no time shall the RECO become involved with housing assignments at the local level, or employee matters that rest with LOB managers.
 - RECO ensures that all housing quarters assets are listed in the Real Estate Management System (REMS).

B. Air Traffic Organization (ATO)

1. **Contracting Officer Technical Representative (COTR)** or local FAA housing designee is appointed by ATO and is responsible for the local housing program, who once designated, will be issued a COTR appointment letter signed by the RECO. These are agency employees whose duty assignments place them in the vicinity of employee housing locations on a frequent or day-to-day basis.
 - The COTR shall be appointed in accordance with all applicable policy and must complete the required training as outlined within the Acquisition Management System (AMS).
 - The COTR must conduct on-site inspections of employee housing units with ATO Manager at least once every three years and will provide appropriate documentation to the RECO for rent calculation and real property inventory purposes.
 - The COTR will handle management of day-to-day functions of FAA housing in the area including but not limited to:
 - Resolution of problems arising from occupancy and operations, and inform the RECO.
 - Preparing and forwarding required reports to the RECO.
 - Advising the RECO of all pertinent actions.
 - Immediately advise RECO of tenant occupancy/vacancy and submit completed paperwork. Also maintains record of current tenant agreements and inventory listings for each unit as well as other pertinent information.
 - COTR will assist the RECO in gathering market data and providing pictures, prices, and other information for the purposes of acquiring new housing, or for making the determination to remain in existing housing.
 - COTR is responsible for conducting move-in/out inspections and inventory with tenants and for maintaining appropriate paperwork to document such inspections.
2. **ATO Service Center Manager** is responsible for ensuring the budget requests have been forwarded to headquarters for the construction, maintenance and upkeep of the housing inventory. They are also responsible to help resolve any employee issue related to the condition, maintenance and upkeep of the housing unit. They should notify the ARC LSAM and RECO of any adverse situations that arise with respect to the FAA housing. RECO will retain notification in the file. ATO Service Center Manager is also responsible for coordinating with ARC Logistics Housing Representative for the collection of payment for damages to housing, posting eviction notices, and responding to Congressional inquiries on housing.
3. **ATO Manager (SSC or other ATO Manager as appropriate)** is responsible for reviewing, coordinating and securing necessary approvals of all project documents involving housing. Other responsibilities include:
 - The ATO Manager will develop and prepare, in coordination with Program and Requirements who will coordinate with the ATO Service Area Tech Operations Director, annual estimates for funding the construction, maintenance, repair, and upkeep of the employee housing inventory located in their Service Area. Actual

budget submissions will be the responsibility of the ATO Service Area in accordance with annual budget submission procedures.

- The ATO Manager will also maintain for record purposes copies of both Facilities and Equipment (F&E) and Operations annual budget submission.
- ATO Manager will designate a project manager or site representative for housing construction, repair, and improvement projects per assigned project. (Upon request from the RECO, the Project Manager on behalf of the ATO Manager shall submit the annual report identifying the number, condition, and information on the status of the project.
- ATO Manager may designate a representative or the Logistics Management Specialist (LMS) may inspect the housing units using the forms as outlined in IV. "Forms & Documentation."
- ATO Manager will provide funding for RECO travel for housing inspections, **subject to the availability of appropriations.** In the event that there are insufficient funds to pay all travel-related expenses, the RECO shall assign the inspection to the COTR, subject to the review and approval of the inspection report by the RECO.

C. Service Area Housing Oversight Committees

Service Area Housing Oversight Committee(s) shall consist of ARC RA, LSAM and RECO and ATO Service Representative, AT Flight Service Representative, Flight Standards Representative, and Human Resources (HR). This committee will be formed in the service areas that have employee housing. This committee shall meet as needed to discuss and resolve housing issues arising in the Service Areas.

8.3 Types of Housing Units Added 10/2011

A. FAA has three types of housing units, owned or leased. They are:

1. **Permanent Quarters** are for those positions designated by ATO that need to be remotely located on a permanent basis.
2. **Transient Quarters** are provided for unscheduled occupancy by employees when they are dispatched for preventive maintenance, facility restoration, one-time projects, or intermittent use by Flight Standards.
3. **Rotational Quarters** are those occupied by employees who are assigned to a duty station on a regular, but not constant, basis such as week on, week off ATO employees.

B. FAA Owned/Leased- As stated above, the housing units in FAA's portfolio are either leased or owned:

1. FAA owned housing is maintained by the ATO Technical Operations Organization.
2. If no other government housing is available to meet the needs of FAA employees in a particular location, and/or FAA does not have a long term requirement for housing that would justify construction of new housing, the FAA may lease housing units for its

employees. FAA leased housing units are maintained by the lessor as specified in the lease contract.

8.4 Forms & Documentation Revised 1/2012

The use of the following forms is mandatory. These forms apply to both owned and leased properties. Copies of these forms may be found in the Real Estate Templates section of AMS. Any other pertinent documentation will be maintained by designated ARC Point of Contact (POC) and ATO POC.

Inspection & Inventory Form is used for Move-In and Move-Out Inspections as well as any other Inspections required. Must be on file for each tenant.

Terms of Occupancy Agreement is required to be completed for each tenant prior to Move-In, and revising or supplementing as required following surveys and rental adjustments.

Housing Occupancy/Vacancy Request Form for TRANSIENT Quarters is used to document occupancy for Transient Quarters.

Housing Work Request Form is used to track all repair, maintenance, upgrades, or the addition of other improvements to employee housing.

Dwelling Unit Clearance Form is used upon Move-Out Inspection to document that the tenant has complied with the Terms of Occupancy Agreement and that no assessment of charges is required for restoration of quarters beyond normal wear and tear.

Oversized Composition Form is used if the only housing unit available at the time of occupancy is one that has more space than required by the employee's circumstances (i.e., an oversized composition housing unit). In such case, the tenant must sign the Oversized Composition Form stating they will relocate for an appropriately sized unit if and when one becomes available.

Other Related Housing Documentation:

- **FAA Housing Lease** is required for all FAA Leased Housing.
- **Real Estate File Checklist** is required for Real Estate File.
- **Correspondence**
- **Rental Documentation**
- **Payroll Deduction Memo Form**
- **Miscellaneous**

8.5 New Housing Acquisition Process Added 10/2011

In accordance with AMS Policy, all new housing requests must be sent to Logistics Service Area Real Estate Division/RECO, with an approved Purchase Request (PR) to begin the acquisition of new housing.

Real Estate requires a minimum of 30 days to acquire new housing after receiving the formal written request.

ATO appoints the COTR and the RECO assigns the COTR duties through a letter. The RECO may request that the COTR assist in locating and inspecting potential housing units, to provide pictures, prices, and other information to assist the RECO in making a final determination. After a unit has been selected, the RECO will finalize negotiated terms and acquire the unit.

The COTR is responsible for conducting the initial walk through inspection/inventory of the unit and will sign off on acceptance of the keys. New tenants must sign the Terms of Occupancy Agreement and should receive a copy of the inventory prior to moving in.

8.6 Housing Administration Added 10/2011

Basic standards and guidelines are established for the day-to-day management and administration of the FAA housing program. Service Areas may desire to establish supplemental instructions to ensure housing management is effective.

A. Day-to-Day Operation

On-site housing management functions will be performed by the appointed ATO Employee. In addition to the roles and responsibilities cited in Section II, housing management functions also include:

1. Administration and assignment of FAA housing, maintenance of records, and the development and implementation of additional rules and regulations pertaining to tenants as necessary.
2. In coordination with ARC/ATO, the ATO employee on-site shall establish a schedule of, and guidelines for, periodic on-site inspection of FAA quarters and related buildings, grounds, streets, and utility systems for livability and appearance.
3. ATO shall ensure that appropriate Fire/Life Safety inspections occur on a regular basis.

B. Standards for Occupancy

1. Subject to the availability of appropriate and adequate housing in a particular geographic location, family size and composition will govern the assignment of quarters. If there is only an oversized composition housing unit available at the time of occupancy, the tenant must sign the Oversized Composition Form stating they will relocate for an appropriately sized unit if and when one becomes available.
2. Regular occupancy of housing will be restricted to the assigned employee and his immediate family. Request to house persons other than the employee and his immediate

family will be considered by ARC and ATO on a case by case basis, provided that the employee submits the required documentation supporting the request. (See Terms of Occupancy Agreement for further information.)

3. It is not FAA's intent to assign housing to non-FAA employees, but rather to utilize FAA's housing inventory effectively for its own employees. In the event that occupancy by non-FAA personnel is requested, a reimbursable agreement that meets all of the requirements in AMS must be executed by the parties and submitted with the request.

C. Instructions to Tenants

Tenants will be provided written instructions regarding occupancy (see Terms of Occupancy Agreement form), which shall include the following:

1. Tenants will conduct themselves in a manner in the neighborhood which is deemed a positive reflection of the tenant.
2. Owners of pets will ensure that pets are not a nuisance and do not create unsanitary conditions in and around any quarters. Non-domesticated and exotic pets are not permitted. Premises are subject to inspections anytime, at that time the FAA can determine pet damage beyond normal wear and tear. If this determination is made, tenant is expected to remediate the condition within 10 days at their own expense. After 10 days, the ATO manager or COTR will return to verify remediation. If the condition has not been remediated, the ATO manager has the authority to perform such remediation and contact the tenant for payment.
3. Tenants will keep the unit and grounds clean, sanitary, and orderly, and will do nothing to lay waste to the property.
4. Tenants will report to their ATO Manager any loss or damage to water pipes, toilets, drains, electrical devices, fixtures or other Government property immediately.
5. Tenants are prohibited from assigning or subletting any part or portion of the premises.
6. Tenants may invite relatives and close friends as house guests for visits up to 30 days' duration. Extended visits in excess of 30 days must be approved in writing by the ATO Manager. This approval shall evaluate factors such as the duration of the employee's assignment, employee morale, community impact, cost, and other pertinent factors.
7. Tenants will permit the FAA, its agents or employees, to enter the premises upon appropriate notification, at reasonable hours in order to inspect the premises, make repairs, or take such other action as may be necessary and reasonable.
8. Tenants will report any change in marital status or family composition to the COTR who will notify the RECO which would affect the eligibility for continued use and occupancy of the premises.
9. Tenants, members of their household, and guests will comply with all statutes, rules, regulations, and policies promulgated with respect to Government/FAA provided housing.
10. Tenants will be personally responsible and liable for all damage to and loss of Government property caused by the intentional or negligent acts or omissions of the tenant, members of their household, and/or invited guests. The tenant may also be subject to disciplinary action, up to and including termination.

11. Tenants will not make any alterations to the premises or the equipment contained therein without approval of the ATO Manager, and then only subject to the conditions under which approval is granted.
12. Tenants on extended leave or temporary duty at another location will continue to be charged for quarters and related facilities unless permitted to vacate quarters for occupancy reassignment during their absence. For purposes of this provision, the duration of the extended leave or temporary duty must be not less than 60 days.
13. No method of heating or cooling other than as supplied by FAA or the Lessor will be used without advanced written approval of the ATO Manager.
14. Tenants will not use or keep hazardous, flammable or explosive materials on the premises, except those items normally found in private residences, such as cigarette lighter fluids or cleaning fluids.

D. Rental Rates and Collections

Rent calculations for payroll deductions are calculated using the QMIS, developed and maintained by the Department of Interior (DOI) through the National Business Center (NBC). This system is used to establish rental rates for all civilian employee residential quarters throughout the Government. The policies and procedures for establishing rents are detailed in OMB Circular A-45.

For additional information, visit the [NBC](#) website and the [Federal Tenant Brochure](#).

1. Rent Collections will be coordinated by Logistics Service Area/RECO through the Payroll Liaison Specialist in the Service Area.
2. The effective dates for commencing and terminating billings for the collection of rent and related charges will normally be the same as the premises' assignment dates and termination dates, respectively, which are set forth in the Permanent Occupancy Report.
3. In FAA leased Housing, the FAA is the Lessee and the Property Owner/Manager is the Lessor of the unit. The unit is assigned to an employee/occupant who is considered the assignee. The rental paid by the employee to the FAA via payroll deduction on a bi-weekly basis is based on the DOI QMIS process, which takes into account information such as physical characteristics of the unit assigned (i.e. size, age, appliances, services, etc.), employee eligibility (e.g. dependents), and other information about the unit itself.
4. Base rental rates are subject to change based on annual Consumer Price Index (CPI) revisions provided by the DOI QMIS process. The "baseline" regional rental survey is usually conducted every four years by DOI. The tenant will be notified in writing at least 30 days in advance of any CPI or "baseline" rental survey rent adjustment. A new Terms of Occupancy Form will be required when rates are revised pursuant to a "baseline survey." The tenant hereby understands and agrees that annual CPI adjustments will be applied and paid by the employee without the need for a new Agreement to be executed.
5. Temporary adjustments to the rental amount and temporary housing may be approved as necessary due to lack of basic necessities, damage to units, etc., resulting from natural disasters or other causes as approved by the RECO.

6. Any change in marital status or family members living with tenant shall be reported promptly by the tenant to the COTR.

E. Liability for Loss or Damage

1. In lieu of a security deposit, tenants will be held financially responsible and subject to disciplinary action, for loss or damage to FAA quarters, furnishings, and equipment, resulting from their negligence or willful misconduct and will be required to pay for all repairs, restoration or replacement (normal wear and tear, acts of God or the elements, excepted). Refer to FAA Order 3750.A, Conduct and Discipline, Section 205. The COTR will conduct the final checkout inspection to determine if any damages are found.
2. If disciplinary action is required or contemplated, the matter will be referred through appropriate supervisory channels for further action.
3. If pecuniary liability is assigned to the employee, the following will apply:
 - o Charges will be assessed for the cost of repair or replacement, less a reasonable allowance for depreciation or salvage value, as appropriate, when the tenant agrees to voluntary restitution. The tenant and Payroll Liaison Specialist will be notified by the RECO in writing of the charges to be assessed within 60 days of the reported loss or damage.
 - o When the tenant does not agree to voluntary restitution, the matter will be referred to the LSAM for the required coordination and further action. Notice will be given to the tenant of the action to be taken. In the meantime the rent charges will continue via payroll deductions until such assessed damages are collected resolved and Dwelling Unit Clearance Form is issued.
4. Damaged Government-owned household furnishings and equipment will, in all cases, be retained by the Agency until it has been determined by the surveying Property Management Officer that it is no longer needed for investigative purposes. Unless a determination is made to repair and retain the damaged articles in service, such damaged property, or salvage, will be disposed of as provided in accordance with the FAA Process and Procedure Guide, Utilization and Disposal of Excess and Surplus Personal Property.

F. Household Furnishings

1. Government provided household furnishings in quarters shall not be removed by tenant or replaced by privately owned furnishings. In instances where special or custom furniture-- e.g. a bed-- is required for health conditions (obesity is a health condition) , permission must be obtained in advance and in writing from ATO Manager and arrangements for storage of the provided furniture must be made with the COTR. A furniture inventory will be conducted upon check-in (move-in) to the housing unit.
2. In leased units, since FAA enters into real estate lease contracts with various and multiple owners, the leased premises may or may not include furnishings. In such case, the tenant will be required to provide furniture.
3. Waterbeds are prohibited.
4. Any storage of personal furnishings will be at the occupant's expense.

5. Tools and equipment for grounds care may be made available on loan by the ATO manager to the extent that the tenants are unable to procure items locally. Normally, ATO is responsible for grounds maintenance.

G. Property Inspection

FAA owned or controlled housing units will be inspected whenever there is a change of tenants (move-in/move-out) and at such other times as necessary.

- Occupants will be notified at least 24 hours in advance of the inspection.
 - Results of the inspection will be documented.
 - The COTR and other appropriate ATO representatives will take appropriate actions to correct any reported deficiencies.
1. Initial Inspection of housing assignments 60 days or longer will be preceded by a detailed inspection by the COTR and tenant. Occupancy shall not begin until the Inspection & Inventory Form and Terms of Occupancy Agreement have been completed and executed by all parties. The original forms will be kept by the COTR and copies sent to the RECO and a copy given to the tenant.
 2. Routine Inspections shall be conducted by the appropriate ATO Manager or designee not less than annually to determine the condition of Government-provided furnishings/appliances, and to ascertain the general overall appearance and condition of the quarters, grounds, and structures. An Inspection & Inventory Form shall be completed or updated as necessary during inspections.
 3. Final inspection will be conducted within 7 days of vacating of the premises by the employee and prior to issuance of a Dwelling Unit Clearance Form. Please see prior section- Liability for Loss or Damage-- for further information regarding collection of rents and issuance of the Dwelling Unit Clearance Form.
 4. If multiple inspections of the premises are required (i.e. Fire, Life, Safety, general inventory/inspection, etc.), they should be coordinated between the appropriate personnel to minimize impact on tenant.

H. Termination of Housing Assignment

1. The ATO Manager will notify the ARC RECO when housing assignments are changed within Ten (10) days of the date the Manager knew of the change.
2. The tenant shall provide written Notice of Intent to Vacate permanently assigned housing at least 30 days in advance of terminating occupancy of the premises. The vacating date will be noted on the Inspection & Inventory Form and Terms of Occupancy Agreement. A Dwelling Unit Clearance Form will not be issued until all outstanding obligations have been met by the tenant. Rent deductions will continue until this form is issued.
3. The tenant may be subject to eviction from the assigned housing if tenant does not observe and comply with the established rules and regulations or violates the Terms of Occupancy Agreement. Eviction action will be initiated only with the approval of the

Service Area Housing Oversight Committee. Action recommended under this provision will include full documentation setting forth:

- Reason(s) for recommended tenant eviction;
 - Proof that the tenant had previously been furnished a written copy of rules and regulations concerning occupancy at the time quarters were assigned;
 - Documentation establishing that appropriate humanitarian consideration has been given to the effects of the eviction on the tenant and his family; and
 - Other supporting information having a direct bearing on the case.
4. Tenants whose employment is terminated by FAA will vacate assigned housing at the ATO Manager's discretion, not to exceed 14 calendar days after the effective date of the termination notice.

I. Transient Quarters

Housing units set aside for the use of employees on temporary duty are subject to all of the applicable regulations set forth in the Acquisition Management System. In addition:

1. Linen, cleaning, and janitorial service will be provided by the FAA to the extent possible and subject to the availability of appropriated funds.
2. Household kits (dinnerware, utensils, pots and pans, coffee maker, etc.) are to be provided in units for temporary occupancy.
3. The employee's per diem does not include lodging.
4. Employees utilizing transient housing are required to complete the Transient Housing Occupancy/Vacancy Request form. The form shall be forwarded to the RECO after occupancy to determine length of stay.

J. Excess Housing

ATO will notify ARC to request the disposition of real property. The RECO has the authority to dispose of airport and airway properties. The process of disposition of housing begins when the RECO receives a copy of the Real Property Disposal Report in accordance with Real Property Guidance, Section 5.
