

Real Estate Guidance - (04/2014)

[8.6 Housing Administration](#) Added 10/2011

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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.

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.
