

## AMS CHANGE REQUEST (CR) COVERSHEET

**Change Request Number:** 15-62

**Date Received:** Sep 22, 2015

**Title:** Updates to Real Estate Guidance and Templates

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**Initiator Organization Name / Routing Code:** Policy, Planning, and Performance, ALO-200

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**Guidance and Policy must be submitted with separate CR coversheets.**

Policy

**Or**

Procurement Guidance

Real Estate Guidance

Other Guidance

**Summary of Change:** Updates to Real Estate Guidance and templates are required as a result of updated information from customers, Real Estate Contracting Officers, and Legal Counsel.

**Reason for Change:** ALO-200 is revising the Real Estate guidance and templates to address concerns expressed by Legal Counsel and Real Estate Contracting Officers over the past fiscal year.

**Development, Review, and Concurrence:** ALO-200, ALO-300, AGC-520, Washington LSA, Eastern LSA & Central LSA

**Target Audience:** Real Estate Contracting Officers

**Briefing Planned:** No.

**ASAG Responsibilities:** None.

**Section / Text Location:** <http://fast.faa.gov/RealEstateTemplates.cfm>

Template - FAA Application for Government Housing Form

Template - Oversized Composition Form

<http://fast.faa.gov/RealEstateGuidance.cfm>

8.2 - Housing Roles and Responsibilities

8.3 - Types of Housing Units

- 8.4 - Forms and Documentation
- 8.5 - New Housing Acquisition Process
- 8.6 - Housing Administration

**The redline version must be a comparison with the current published FAST version.**

I confirm I used the latest published version to create this change / redline

**or**

This is new content

**Links:** <http://fast.faa.gov/RealEstateTemplates.cfm>  
<http://fast.faa.gov/RealEstateGuidance.cfm>

**Attachments:** Redline and final documents

**Other Files:** None.

**Redline(s):**

**Section Revised: 8.2 Roles & Responsibilities**

**Real Estate Guidance - (10/2015)**

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[8.2 Roles & Responsibilities](#) Revised ~~4/2015~~10/2015

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## 8.2 Roles & Responsibilities Revised 1/201510/2015

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. Aviation Logistics Organization (ALO)

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. In addition, ALO-200 Appoints ~~appoints the~~ National Housing Manager and Internet Quarters Management Information System (iQMIS) Quarters Manager.
2. **ALO-01** ~~designates~~ has designated the three (3) Logistics Service Area Managers as the Housing Representative for ARC/ALO.
3. **Logistics Service Area Manager (LSAM) or Deputy LSAM** is the Housing Representative for ALO in the Logistics Area and coordinates all employee housing activities within or outside the agency.
4. **National Housing Manager** is designated the principle housing officer for the FAA. Also serves as voting member on Department of Interior Housing Council, ensures that budgeting for and payment of the iQMIS annual bill is timely and accurate, and responds to housing inquiries related to rents.
5. **iQMIS Quarters Manager** is designated the housing officer responsible for updating and validating iQMIS data for all Service Areas. The iQMIS Quarters Manager inputs data regarding FAA's housing inventory into the iQMIS database. In addition, the iQMIS Quarters Manager:
  - Receives and validates reports provided by the Department of the Interior from the iQMIS system.
  - Validates Sample Plans for Regional Rental Market Surveys submitted by the Department of the Interior.
  - Receives rental rates for housing quarters from Department of the Interior, National Business Center, and implements rents in iQMIS.
  - Issues annual tenant rental notices and adjustments in compliance with OMB Circular A-45 to all tenants occupying permanent quarters.
  - Issues of payroll deductions, arrears, overages, and collections will be coordinated by the iQMIS Quarters Manager between FAA HR, the PLS Liaison, and DOI.
  - Coordinates and develops FAA specific iQMIS training for Tenant Managers, CORs and other FAA employees, as directed, by the National Housing Manager.
  - Assists the National Housing Manager in developing national housing policy. Updates time sensitive housing information in iQMIS at the request of the Service Area Group Manager when Service Area Tenant Managers are unavailable.
6. **Tenant Manager** is the housing officer designated by the Service Area Manager to be responsible for entering tenant data, managing housing assets, and providing housing

documents to LOB Housing Contracting Officers Representatives (COR). In addition, the Tenant Manager:

- ~~The Tenant Manager adds Adds~~ and deletes tenants in iQMIS.
  - Prints and transmits required iQMIS documents to the LOB Housing Contracting Officer's Representative (Housing COR).
  - Coordinates arrivals and departures with the LOB Housing COR and ensures iQMIS tenant data is accurate.
  - Sends tenant rental information to the Service Area Payroll Liaison Specialist (PLS) when FPPS/iQMIS automated interface is inoperable, who in turn advises DOI of payroll deductions.
  - Maintains Service Area Housing File Folders.
7. **Real Estate Contracting Officer (RECO)** is designated by the Service Area Manager and is responsible for the following:
- The RECO acquires and disposes of housing quarters.
  - For leased quarters, the RECO works with the Lessor to correct performance deficiencies as well as ensuring the lease clauses are met. LOB field manager (Housing COR) or representative is responsible for the assignment of the housing quarters. At no time will the RECO become involved with housing assignments at the local level, or employee matters that rest with the LOB managers.
  - Requires funded PR from the LOB prior to initiating the acquisition of additional leased housing.  
RECO ensures that all housing quarters assets are listed in the Real Estate Management System (REMS).

## B. Air Traffic Organization (ATO)

1. Housing Contracting Officer Representative (Housing COR) or local FAA housing designee is appointed by ATO and is responsible for the local housing program, who once designated, will be issued a COR appointment letter signed by the Tenant Manager or 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 Housing COR shall be appointed in accordance with all applicable policy and must complete the required on-line and person-to-person training as outlined within the Acquisition Management System (AMS).
  - The Housing COR 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 iQMIS Quarters Manager for rent calculation and real property inventory purposes.
  - The Housing COR will handle management of day-to-day functions of FAA housing in the area including but not limited to:
    - Immediately advise Tenant Manager 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. Preparing and forwarding required reports to the Tenant Manager and iQMIS Quarters

Manager..

- Housing COR is responsible for conducting move-in/out inspections and inventory with tenants and for maintaining appropriate paperwork to document such inspections.
  - Resolution of problems arising from occupancy and operations, and inform the Tenant Manager.
  - Advising the Tenant Manager/RECO of all pertinent actions.
  - Housing COR will assist the Tenant Manager and iQMIS Quarters Manager 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.
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 ALO LSAM, Tenant Manager and RECO of any adverse situations that arise with respect to the FAA housing. Housing Managers will retain notification in the file. ATO Service Center Manager is also responsible for coordinating with ALO Logistics Housing Representative for the collection of payment for damages to housing, posting eviction notices, and responding to Congressional inquiries on housing. **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 Housing Manager shall assign sufficient funds to pay all travel-related expenses, the Housing Manager shall assign the inspection to the COR, subject to the review and approval of the inspection report by the Tenant Manager or RECO.

### C. Service Area Housing Oversight Committees

Service Area Housing Oversight Committee(s) shall consist of LSAM, Group Manager, Tenant Manager, 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.

## Section Revised: 8.3 Types of Housing Units

### Real Estate Guidance - (10/2015)

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[8.3 Types of Housing Units](#) Added 10/2014 Revised 10/2015

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### 8.3 Types of Housing Units ~~Added 10/2014~~ Revised 10/2015

A. FAA has three types of housing units, which are described below:~~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. Employees pay rent based on a Regional Rental Market Survey which is adjusted annually for changes in the Consumer Price Index (CPI) and utility costs. Family members and dependents may occupy quarters if they are reported on the FAA Application for Government Housing.
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. These quarters can only be occupied by the employee while on official business. Family members, dependents, and pets are prohibited. Rent is not charged.
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. These quarters can only be occupied by the employee while on official business. Family members, dependents, and pets are prohibited. Rent is not charged.

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

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 Employee Assignment Agreement, DOI 1881. ~~lease contract.~~

## Section Revised: 8.4 Forms & Documentation

### Real Estate Guidance - (10/2015)

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#### 8.4 Forms & Documentation Revised ~~4/2015~~ 10/2015

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## 8.4 Forms & Documentation Revised 1/201510/2015

This section provides a description of all mandatory forms applicable to the use and occupancy of FAA housing. These forms ~~are mandatory and~~ apply to both owned and leased ~~properties~~housing. Copies of these forms may be found in the Real Estate Templates section of AMS or are generated directly from the iQMIS software, ~~as indicated.~~ Any All 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~~This form must be on file for each tenant.

**Government Housing Assignment Agreement (DI form 1881)** is generated by iQMIS and is required to be signed by each tenant and the Government's Housing Representative (Housing COR) ~~at prior to~~ Move-In, ~~and~~ The DI-1881 shall be updated following surveys and rental adjustments.

**Government Housing Tenant Rent Notice (DI form 1882)** is generated by iQMIS and is required to be signed by each tenant ~~prior to~~ move-in, and following surveys and rental adjustments.

**FAA Payroll Deduction for Rent of Employee Housing Request and Authorization Form** is generated by iQMIS, certified by the Tenant Manager, and is transmitted to the HR Payroll Liaison Specialist (PLS) when an employee moves-in, moves-out, and following surveys and rental adjustments (only used when the FPPS/iQMIS interface is in blackout status or off-line).

**FAA Application for Government Housing** is used to request occupancy of Government Quarters and to document the number of occupying dependents and their relationship to the Government sponsor (Tenant employee).

**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/Inadequately Sized Unit 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 he/she will relocate ~~for to~~ an appropriately sized unit if and when one becomes available.

**No Phone Available Certification Form** is used to document inadequate phone service at the housing unit. Form should be updated ~~when the~~each time a new tenant initially checks in to the unit and annually thereafter.

**Federal Tenant Brochure and CPI Adjustment Memorandum** are provided to each employee when he/she checks in to housing and annually thereafter for the duration of occupancy. This document provides detailed information on the process of setting rental rates. In addition the Federal Tenant Brochure, includes points of contact, and the appeal rights of tenants.

**Other Related Housing Documentation:**

- Real Estate File Checklist**
- Inspections**
- Correspondence**
- Investigations of Tenant Damage to Quarters & Bills of Collection**
- Rental Documentation**
- Miscellaneous**

**Section Revised: 8.5 New Housing Acquisition Process**

**Real Estate Guidance - (10/2015)**

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[8.5 New Housing Acquisition Process](#) Revised 4/2015 10/2015

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## 8.5 New Housing Acquisition Process Revised 1/2015

In accordance with AMS Policy, in order to begin the new housing acquisition process, all new housing requests must be sent to the appropriate Logistics Service Area Real Estate Division/RECO; with. The request must include an approved Purchase Request (PR) ~~to begin the acquisition of new housing.~~

The acquisition process will take a minimum of 30 days to complete once the written request described in the immediately preceding paragraph has been received. ~~Real Estate requires a minimum of 30 days to acquire new housing after receiving the formal written request.~~

ATO appoints the Housing Contracting Officers Representative (Housing COR) and the Tenant Manager or RECO assigns the Housing COR duties through a letter of appointment. The RECO may request that the Housing COR assist in locating and inspecting potential housing units, and to provide pictures, prices, and other information to assist the RECO in making a final ~~determination~~ selection decision. After a unit has been selected, the RECO will finalize ~~negotiated terms~~ contract/lease terms and conditions and acquire the unit.

The Housing COR is responsible for conducting the initial walk through inspection/inventory of the unit and will sign off on acceptance of the keys thereto. New tenants must sign the Government Housing Assignment Agreement (DI 1881), Government Housing Tenant Rent Notice (DI form 1882), and should receive a copy of the inventory prior to moving in.

## Section Revised: 8.6 Housing Administration

### Real Estate Guidance - (10/2015)

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#### 8.6 Housing Administration Revised 1/2015

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## 8.6 Housing Administration Revised 1/201510/2015

This section describes the ~~Basic~~-basic standards and guidelines ~~are~~-FAA has established for the day-to-day management and administration of the FAA housing program. These standards and guidelines may be supplemented by Service Areas ~~may desire to establish supplemental instructions in order~~ to ensure effective housing management ~~is effective~~.

### A. Day-to-Day Operation

On-site housing management functions will be performed by the ~~appointed~~-ATO Employee appointed as the Housing COR. 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~~-policies pertaining to tenants as necessary.
2. In coordination with ARC/ALO/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~~-The Housing COR 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/inadequately sized composition housing unit available at the time of occupancy, the tenant must sign the Oversized/Inadequately Sized Composition Form stating ~~they~~-he/she will relocate for an appropriately sized unit if and when one becomes available. Local managers will certify a room as being locked only when such rooms can be locked physically and made inaccessible to the tenant. When conditions exists that would otherwise authorize management to lock rooms, but locking rooms is infeasible technically, the ATO District Manager may authorize the ALO Tenant Manager to utilize an administrative reduction of space of 1% to 10% based on family size, composition, and availability of appropriately sized quarters. ATO District Managers will specify the reduction amount and approve such amount using the Oversized/Inadequately Sized Composition Form found in the AMS and templates.
2. The following standards will be applied by ARC, ATO, and ALO in determining adequate size when utilizing the oversized/inadequately sized composition form: the minimum size for a single individual is one bedroom and one bath; the minimum size for a family of two individuals (this can be employee and spouse or two unrelated individuals) is two bedrooms and one bath; each unrelated adult should have a bedroom and a bath if one is available.

23. Regular occupancy of permanent housing will be restricted to the assigned employee and his immediate family. Rotational and Transient (RTH) housing units may only be occupied by the employee while on official business; dependents are not authorized in RTH housing. Request to house persons in permanent quarters other than the employee and his immediate family will be considered by ARC, ALO 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.)

34. —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 Government Housing Assignment Agreement DI form 1881), which shall include the following:

1. While occupying FAA housing, Tenants will conduct themselves at all times in a manner in the neighborhood which is deemed at that reflects positively on the tenant and the Government. ~~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 in FAA housing. Pets are not permitted in Rotational and Transient (RTH) quarters unless they are Service Animals. Premises are subject to inspections anytime, ~~at that~~ At the time of inspection, the FAA can determine whether the pet has damaged the premises beyond what would be considered 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 Housing COR 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 (Reference C(1) and Section F of 8.6 for additional information).
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~~ Any loss or damage to water pipes, toilets, drains, electrical devices, fixtures or other Government property will be reported by the tenant to his ATO manager immediately.
5. Tenants are prohibited from assigning or subletting any part or portion of the premises.
6. Tenants of permanent housing units may invite relatives and close friends as house guests for visits of up to 30 days in any twelve month period ~~duration.~~ Extended visits in excess of 30 days must be approved in writing by the ATO Manager and the tenant (employee) will be

- required to update their FAA Application for Government Housing Form to include the gust.  
~~This~~The approval process shall evaluate factors such as the duration of the employee's assignment, employee morale, community impact, cost, and other pertinent factors.
7. In other than exigent or emergency circumstances, Tenants-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. In the event of such emergency or exigent circumstances, the Government may enter the housing unit without prior notice and may inspect it and undertake all actions it determines necessary.
  8. Tenants will report any change in marital status or family composition to the Housing COR who will require the tenant (employee) to update his/her FAA Application for Government Housing Form, who will notify the Service Area Tenant Manager. Such change in marital status or family composition which would may affect the tenant's 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, to include granting access to FAA management and maintenance personnel.
  10. Tenants will be personally responsible and liable for all damage to and/or loss of Government property caused by the intentional or negligent acts or omissions of the tenant, members of their-the tenant's household, the tenant's agents, the tenant's pets, and/or invited guests. The tenant may also be subject to disciplinary action, up to and including termination of employment.
  11. Tenants will not make any alterations to the premises or the equipment contained therein without prior written approval of the ATO Manager, and then only subject to the limitations and 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-for their absence the duration of such leave or temporary duty. For purposes of this provision, the duration of the extended leave or temporary duty must-cannot be not less than sixty (60) days.
  13. No method of heating or cooling other than as supplied by FAA or the Lessor will be used by the tenant without the 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 the ALO Tenant Manager through the Payroll Liaison Specialist (PLS) in the Service Area [or automated FPPS/iQMIS interface](#).
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 in iQMIS, respectively, which are documented on the Federal Aviation Administration Payroll Deduction for Rent of Employee Housing Request and Authorization Form generated by the iQMIS and transmitted to the PLS.
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~~ [usually is](#) conducted [by DOI](#) 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 will pay the~~ annual [applied](#) 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 Tenant Manager and coordinated with the iQMIS Quarters Manager.
6. Any change in marital status or family members living with tenant shall be reported promptly by the tenant to the COR [by submitting a revised FAA Application for Government Housing](#), ~~who will then notify which will be submitted to~~ the Service Area Tenant Manager.

#### **E. Appeal of Rental Rates Adjustments**

1. FAA employees may appeal their rental rate after an Annual Rental Market Survey or CPI Adjustment, but only if they submit their “Request for Reconsideration” within thirty (30) days of notification. In addition, new market based rents must be disputed in the year the survey is implemented. Tenants should submit documentation with their request for reconsideration to their ALO Tenant Manager who will forward through the LSAM to the National Housing Office.

#### **EF. 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 Housing ~~COTR~~-COR 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 Tenant Manager 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.

#### **FG. 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 COR. 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.

## **GH. 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 Housing COR 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 Housing COR or their representative and tenant. Occupancy of permanent housing shall not begin until the Inspection & Inventory Form and Government Housing Assignment Agreement (DI form 1881) is signed by all parties. The original forms will be kept by the Housing COR and copies sent to the Tenant Manager and a copy given to the tenant.
2. Routine Inspections shall be conducted by the appropriate ATO Manager or designee prior to initial occupancy and 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~~Housing COR or ATO Manager will notify the ~~ALO RECOALO Tenant Manager~~ when housing assignments are changed within ~~Ten (10)~~Five (5) 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:
  - o Reason(s) for recommended tenant eviction;
  - o Proof that the tenant had previously been furnished a written copy of rules and regulations concerning occupancy at the time quarters were assigned;
  - o Documentation establishing that appropriate humanitarian consideration has been given to the effects of the eviction on the tenant and his family; and
  - o 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. Individuals who remain in Government housing after they are no longer employees must make arrangement to pay the daily rental rate for the housing unit. The local ATO Manager approving the occupancy is responsible for contacting the ALO Tenant Manager for the daily non-federal rental rate and collecting any rent owed to the Government.

## **J. ~~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-ALO~~ Tenant Manager after occupancy to determine length of stay.

5. Dependents and guests are not authorized in transient quarters.

**~~J~~K. 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.

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