

Housing Services Office (HSO)

June 2010



USAG Baden-Wuerttemberg
Directorate of Public Works
Housing Division
Heidelberg

Welcome to Heidelberg !

It is with pleasure that I welcome our new residents to the Heidelberg Military Community. I am confident that your assignment here will be a most rewarding and pleasurable one!

Heidelberg HSO works on an open referral system. This means that our services are provided to you on a "first come - first serve" basis. Applicants are encouraged to contact HSO counselors as often as possible (military personnel authorized TLA are **required** to contact their HSO counselor on a daily basis) in order to inspect the listings available. Once you have identified a rental unit listed, it is put on "hold" for you for 24 hours after your appointment. If the rental unit is not accepted, you missed the appointment, or HSO has not been notified within 24 hours of the appointment, the listing will be referred again.

The HSO counselors will assist you in contacting landlords, setting up appointments and signing contracts. Avail yourself of all the assistance, knowledge and expertise HSO can provide. Anyone finding an apartment on their own will also have the assistance of HSO in finalizing the contract as well as all other services provided.

This handbook is designed to educate you in what living on the economy is all about. As a representative of America, you have the opportunity to not only learn about German customs, tradition and hospitality, but you can also share American customs, tradition and hospitality with your neighbors. Once you get to know your German neighbors, you will find that they are warm-hearted and friendly and that they really do like Americans. Remember, you can make your tour on the economy an enjoyable one.

Problems? Questions? HSO counselors are required to work with regulatory guidelines and may not be able to deal with the uniqueness of your personal housing needs. If this situation does arise, help us to help you by providing the supervisor in the office the opportunity to settle any questions or problems you may be experiencing in the Housing Office. It is your right and it is our job. Just ask.

In order for HSO to project housing more accurately, residents are encouraged to keep us informed of any changes in your current tour of duty, i.e. new telephone number, change in DEROS or unit.

We hope you find this handbook useful and informative. Any suggestions for changes or improvements are always welcomed. Your comments and suggestions for improvements are important and valuable to us, as part of our "Excellent Customer Service" goal. Please take the time to submit a customer questionnaire at our "ICE" website at www.bw.eur.army.mil

Chief, Housing Division

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MISSION

PROVIDE A PERSONALIZED AND CONVENIENTLY AVAILABLE SERVICE TO ASSIST DOD PERSONNEL STATIONED IN HEIDELBERG AND THEIR FAMILY MEMBERS IN LOCATING SUITABLE, NON-DISCRIMINATORY PRIVATE RENTAL HOUSING

Services Provided

1. Assistance in locating a home through HSO listings, newspaper advertisements, helping to place an ad in the newspaper, etc.
2. Government transportation for house hunting, for newly arrived personnel. This service is limited to four viewings per customer.
3. Listings of private rental housing with non-discriminatory landlords.
4. Assistance with rental negotiations and review of leases.
5. Language interpretation when dealing with the landlord, providing a bilingual contract.
6. Administrative assistance when dealing with utility companies, telephone installation and bill payments.
7. Moving-in/out reports of premises with tenant and landlord.
8. Assistance in obtaining furniture and appliance support.
9. Assistance in resolving minor tenant and landlord complaints.
10. General information on military housing allowances.



As you can see, HSO will be able to deal with just about any situation related to your housing needs. If there is a service not listed that you need, or you need additional service, please ask. If you do not receive the response or answer that you feel you need or desire, ask to speak to the supervisor.

Services that HSO Cannot Provide

1. **LEGAL ASSISTANCE.** Your servicing Legal Assistance Office, the Tenants' Association, or local German lawyers can provide legal assistance and advice on civil matters.
2. **SETTLING DISPUTES.** HSO has no legal capability to commit either a landlord or a tenant in settling disputes. HSO can only try to negotiate and mediate the disputes.
3. **FINANCIAL TRANSACTIONS.** HSO cannot handle money or keys to the house/apartment for the tenant or landlord.
4. **ENTITLEMENTS.** HSO can only give approximate information on financial allowances you are entitled to. The best source for this information is your servicing Finance Center or Personnel Office.
5. **LEASE TRANSLATIONS.** HSO can provide you with a **verbal** lease translation only. This translation is available only on appointment basis and will cover the basic requirements of the contract as well as anything peculiar to your contract. If you desire a verbatim, written, legal translation of your lease, ask HSO for referrals to certified translators.

Equal Opportunity in Off-Post Housing Program (EEOPH)

Restrictive-Sanction-List

It is imperative that you submit a written complaint to HSO if you feel you have been discriminated against because of race, color, religion, sex, national origin, age, or handicap. HSO will then fully investigate for validity and complete documentation. However, complainants should consider that the fair housing provision of the Civil Rights Act of 1866 and 1968 are not applicable outside the United States. The intent of the EEOPH program, however, will be carried out to the extent possible within the laws and customs of Germany. If your alleged violation has been validated, the landlord/agent will be placed on the restrictive sanction list by the Community Commander. It is prohibited for US personnel to rent any property owned, operated, controlled or managed by such a landlord IAW AR 420-1. If disregarding the restriction, US personnel will not be eligible for any rent-related allowances. An up-to-date list is handed out to US personnel at HSO registration and is also available upon request.

Non-Referral List

Landlords are placed on the non-referral list by the Community Commander for reasons such as unethical/sharp business practice, substandard housing (non-referable rental units will not be listed by HSO). If US personnel enters into a rental agreement with a landlord placed on the non-

referral list, HSO will not give the approval for the rental unit, nor will HSO assist in settling any disputes or problems between the tenant and the landlord. An up-to-date list is handed out to US personnel during registration with HSO and is also available upon request.

Military Personnel Requirements

Prior to seeking off-post quarters, Service Members are responsible to obtain a **STATEMENT OF NON-AVAILABILITY (SNA)**

Within two workdays of arrival, all military personnel eligible for Temporary Lodging Allowance (TLA) are required to register with HSO, Bldg 3980, Czernyring 11, Heidelberg (across from the Shopping Center.)



Military personnel issued a SNA for either Family Housing or Unaccompanied Personnel Housing need to prove to HSO that they are aggressively seeking private rental housing. If military personnel on TLA status turn down 1 (one) adequate private rental listing or fail to check with the HSO counselor **on a daily basis**, their TLA will be terminated (IAW AE Reg 37-4). The following reasons are **not** grounds for refusal and will be counted as "turn-downs":

- Too far from duty station and/or community activities
- Lack of transportation (public or private)
- Your furniture will not fit into dwelling
- You request more bedrooms than required/authorized IAW AR 420-1
- Price too high, unless it exceeds OHA entitlement plus 15% (determined by Congress, as out-of-pocket expenses)
- Spouse does not like dwelling or its location
- Stairs in lieu of elevator (this may be waived if registered in the Exceptional Family Member Program)
- Not near enough to medical facilities (this may be waived if registered in the Exceptional Family Member Program)
- Pet not allowed
- Requirements by military unit of assignment

Military Pay Entitlements/Allowances

Temporary Lodging Allowance (TLA)

TLA an allowance to partially defray the cost of living in transient type quarters during your PCS move. **As long as incoming personnel is aggressively seeking housing, TLA is authorized for up to 30 days.**

a. **Eligibility:** 1) Soldiers with command-sponsored family members and soldiers married to another soldier with family members: Family members must be residing with you at your temporary lodging location. You must be authorized concurrent travel that is not to a specific private rental address. 2) For soldiers married to another soldier with no family members: Both soldiers must reside together in temporary lodging facilities pending availability of permanent housing. 3) Bona fide and geographical bachelors of all ranks pending the availability of Unaccompanied Personnel Housing (BEQ, BOQ, Barracks).

b. **Responsibilities:** You **must** aggressively seek private rental housing. You should not only rely on HSO to meet this requirement. Failure to aggressively seek private rental housing

together with your HSO counselor **on a daily** basis will result in the immediate termination of your TLA.

c. **Exceptions to Policy:** Should you need an exception to policy for payment of TLA to exceed 30 days, you must request an extension of TLA. Your HSO counselor has the request form and instructions on how to process your exception to policy. Allow at least 10 workdays for processing.

Cost of Living Allowance (COLA)

This is paid to compensate soldiers for the average difference between day-to-day living costs (excluding housing costs) at an overseas duty station as compared to average living costs in the 48 contiguous states. The costs are derived from comparison of approx. 160 common items (called market basket) in each separate overseas locality, with the average costs of these items in the United States. COLA is paid at a "with dependent", "without dependent", or "reduced without dependent" rate (for soldiers living in the barracks). The "with dependent" rate varies in amount depending on the number of command-sponsored family members residing with the sponsor.

Overseas Housing Allowance (OHA)

OHA is paid in addition to Basic Allowance for Quarters (BAQ) to partially defray costs soldiers incur for private rental housing overseas. Maximum rental ceilings are established for each grade and location and are revised regularly based on data received on actual rent amounts and local currency fluctuation.

Move-in Housing Allowance (MIHA)

This allowance is paid to defray the move-in costs associated with occupying privately leased quarters covered under the OHA program.

Rules and Information:

1. To be entitled to MIHA, a member must be eligible for OHA.
2. Eligible members are entitled to MIHA for one dwelling during a tour at a PDS
3. There is no entitlement when:
 - a. a local move would otherwise initiate a second or subsequent MIHA
 - b. a member executes a PCS but remains in the same dwelling place; or
 - c. a member moves from Government quarters to a non Government residence due to Separation or Retirement.

Three Components of MIHA:

a. **MIHA Miscellaneous** - This one-time lump sum payment recognizes that items such as sinks, light fixtures, kitchen cabinets are sometimes not provided in overseas dwellings. Each service member entitled to MIHA will receive a full pay in MIHA Miscellaneous.

b. **MIHA Rent** - These are fixed, **one-time**, non-refundable charges levied by the landlord or landlord's agent which the member must pay before occupying a dwelling. Examples are Immobilien fees or redecoration fees. **These expenses must be approved by the HSO office in writing prior to the SM assuming any financial commitment.** Expenditures considered unreasonable or not authorized by the HSO officer will be disallowed partially or in total. Stamped, paid receipts are required. Allowable Immobilien fees for Heidelberg will not exceed 2 months' rent and redecoration costs will not exceed two times the cold rent. MIHA Rent

does not include advance rental payments, refundable deposits, and does not apply to homeowners.

c. **MIHA Security** - Is an allowance for soldiers in areas determined to be high-risk terrorist areas. Germany does not fall in this category.

Fraud

If involved in OHA fraud, you are subject to action IAW UCMJ (Uniformed Code of Military Justice), loss of entitlement to OHA, and in the event of overpayment you will be required to reimburse the US government. Use of OHA to pay for other than housing debts, failing to report changes in rental price resulting in overpayment of OHA, or knowingly accepting OHA in an amount greater than entitlement, are examples of fraud.

Advance Pay Housing Allowance (ASHA)

ASHA is to pay advance rent and/or security deposits and/or initial expenses incident to occupying economy housing (excludes all expenses identified by a soldier that will be used in the purchase of any real estate or living accommodations). The amount to be advanced will be determined on the basis of anticipated expenses and the housing allowance rates prescribed for the soldier's duty station. Your servicing Finance Office can provide you with details. The soldier's commanding officer must approve this request for advance (DA 4187)

ASHA WILL NOT START IF YOU ARE NOT RECEIVING BAH (DA 5960). IF THERE ARE PROBLEMS WITH YOUR BAH, MAKE AN APPOINTMENT THROUGH YOUR PAC WITH FINANCE TO CORRECT ANY ERRORS.

ASHA WILL NOT BE PAID UNTIL THREE WORKING DAYS PRIOR TO THE EFFECTIVE DATE OF THE RENTAL CONTRACT.

Dislocation and Departure Allowance (DLA)



DLA is authorized to partially reimburse members of the uniformed services for the average expenses they incur in relocating their households incident to a permanent change of station or as a result of unexpectedly having to evacuate their family members from an overseas area to a safe haven or designated place.

Deployment Information Guide

This is an excerpt of the Deployment Information Guide. This Guide covers policies and procedures regarding the occupancy of Private Rental Housing during deployment. It is intended to provide instruction and to advise personnel regarding their deployment. The Housing Division personnel are the points of contact for any housing related issues regarding deployment. Please get an information package from the Housing Office for details.

Personnel who reside off post in PRH have the following options:

- a. **Retain** their private rental housing
 - Will continue to be paid BAH and OHA
 - Must notify their landlord of their extended absence.
 - Provide the name, duty address, duty phone and home phone of the person who will be responsible for the care and upkeep of the quarters to the landlord and the HSO office.

- b. **Move out** of private rental housing (prior or during deployment)
- Should notify their landlord in advance if you intend to move out of PRH. Written notice must be given to the landlord as specified in the lease agreement and lease requirements for cleaning, damages, and renovation fees must be fulfilled.
 - Movement and storage of household goods during deployment will be at government expense.
 - Personnel subsequent move into new quarters upon return from deployment will also be at government expense.

Guidance for Civilian Employees

For detailed information, please visit the CHRMA website

Allowable Expenses for LQA

(**NOTE:** Reimbursement of living quarters allowance will not exceed the authorized **annual cost of rent and utilities or the maximum allowance rate** set by the Department of State, **which ever is the lesser amount**. DFAS uses the employee's authorized foreign currency expenses to convert the amount to U.S. dollars using the exchange rate provided by their office. DFAS also automatically adjusts LQA payments each pay period when changes occur in Department of State maximum rates or foreign currency conversion rates. DFAS makes LQA allowance payments to employees in U.S. dollars.)

All Quarters: utility costs such as gas, water, electricity, sewage costs for used water, heating oil, coal, firewood, and basic furniture rental provided that the furniture is not rented from the landlord. Basic furniture rental does not include pianos, other musical instruments, radios, or television sets, etc., nor does it include furniture and appliances that may be provided by the government.

As-Needed Utility Costs: There are some utility costs that occur on an as-needed basis. These include items such as heating or cooking oil, wood, gas (propane/butane), coal, etc. These items are purchased as needed by the employee. The employee must then submit a claim for reimbursement. This may be submitted in conjunction with a LQA reconciliation request, or if the reconciliation has been completed, they may be submitted as they occur. The employee can also choose to retain the receipts and submit a single request for reimbursement.

Cost of the following are not be included in LQA entitlements:

- Agent's fee except if mandatory by law or custom and if lessee payment of fee is a condition of obtaining lease
- Concierge or notary's fees
- Telephone installation or maintenance
- Deterioration of property or furniture
- Servant's wages or maintenance
- Tips
- Cleaning or redecorating
- Storage

- Garden or lawn service
- Chimney Sweep/Heater Maintenance
- Renovation fees
- Servant's quarters, unless considered part of the same property with the living quarters
- Any other extraneous expenses not directly related to rent as such

Miscellaneous Expense Allowance (MEA)

MEA helps to defray various contingent costs associated with discontinuing a residence at one location and establishing a residence at a new location. Check with the gaining CPAC for information on the costs that are reimbursed by the MEA. Examples of costs that may be covered include: disconnecting and connecting appliances; cutting and fitting of rugs, draperies, and curtains moved from one residence quarters to another; and use taxes and rental agent fees.

Temporary Quarters Subsistence Allowance (TQSA)

TQSA is authorized for employees hired from CONUS who are eligible for Living Quarters Allowance to help offset the expenses of temporary lodging, meals, and laundry expenses for up to 90 days upon arrival. TQSA is paid at the new overseas duty location only. During in processing at the new duty station, the CPAC will provide the appropriate forms that need to be completed for TQSA.

Additional Sources of Obtaining Available Housing



Newspapers: The local newspapers have classified advertisements of available housing listed. The paper covering the Heidelberg area is the **Rhein-Neckar-Zeitung** containing ads mainly on Wednesdays and Saturdays. Upon request, HSO can supply you with a list of newspaper abbreviations and codes used.

Immobilien: German Realtor companies assisting customers in finding apartments or houses for rent or sale. Contrary to Realtors in the US, the customer in Germany is charged an Immobilien or finder's fee upon signing a contract for the premises located through the Immobilien company. If you intend to use Immobilien to find housing, HSO can provide you with a list of the major Immobilien companies in and around Heidelberg. You will need to pay the Immobilien fee out of your pocket and will not be reimbursed for your expenses.

Status of Forces Agreement (SOFA)

Military and DOD employees and their family members are not required to register with the City Hall (only for Trash removal purposes)

Tax Relief

Taxes are levied on various goods and services in Germany. Members of the US Military stationed in Germany are eligible for relief from several of these taxes. You can also get tax relief from heating oil and electricity. Please visit the Tax Relief Office located at the Village Pavilion, Bldg # 4507, Patrick Henry Village, or call DSN 370-1780. (UTAP DSN 388-9439 –same office)

Radio and Television Tax (GEZ)

The German government imposes a tax on television sets and radios. By taking any correspondence you might receive on this topic to your local housing office you will



receive an exemption to these taxes

Utility Costs

Utilities are averaged using a formula based on the living space of the house or apartment and the number of people in the family. The same amount is paid every month for electricity, heat, water, sewage, garbage disposal, etc. At the end of the year, a final bill is calculated and the tenant either receives a refund or pays an additional amount. The next year's payment will be adjusted accordingly. Some utility companies require a deposit. The total utility costs (electricity, heat, water, etc.) average between € 300- 400 per month. German electrical system is 220 volt, American appliances are 110 volt and will not work without the aid of a transformer. Be sure when you purchase transformers that you have sufficient watts to cover the intended appliance.

Telephone Company

Telekom is located at Herzstr. 12, Heidelberg (near Famila Center).

Hours of Operation: Mon- Fri 9:00-12:00, Sat 9:00 - 14:00, Tel: 0800 330 2020

More information is provided at the Community Orientation Briefing, at the Inprocessing Training Center, or ask ACS.

Government Furniture

Military Personnel with an approved Statement of Non-Availability (SNA) to occupy economy housing are authorized to receive furniture support.

DOD civilian personnel (excluding contractors) living in private rental housing or in government quarters and receiving LQA are entitled to furniture support:

- One wardrobe** per family member and one additional wardrobe for the apartment
- Washer, dryer, range, and refrigerator
- Loaner furniture



** Many German apartments do not have built in closets, the wardrobes are provided by the Government in lieu of closets.

Loaner sets: Inbound personnel with full Joint Federal Travel Regulations (JFTR) and Elective Joint Federal Travel Regulations (EJFTR), who elect to ship their household goods, are authorized loaner furniture for 90 days or until their personal furnishings arrive. All outbound personnel are authorized loaner sets for 60 days.

Furnishings support is not authorized if the unit/landlord is not approved by the HSO office.

Customers performing convenience moves are responsible for the transportation costs of and any damage to the furniture incurred during the move. The costs for pick up and re-issue/installation of household appliances will also be borne by the customer.

Moving from one Set of Economy Quarters to Another

Moving from one set of economy quarters to another can be costly and difficult. Termination notice needs to be given in accordance with the contract (PCS clause does not apply here), the old rental unit needs to be cleared and all the paperwork (furniture, OHA/LQA) needs to be changed to

the new lease. Any relocation on the economy will be accomplished at the tenant's own expense. (See also above "Government Furniture") Examples of situations not qualifying for a government-funded move are:

- hardship
- landlord refuses to renew lease
- eviction
- unit is sold

The following are costs to move appliances from one set of quarters to another:

| | Disconnection | Reconnection | Transportation | TOTAL |
|---------------------|---------------|--------------|----------------|-----------|
| Washer* | \$ 38.00 | \$ 38.00 | \$ 53.00 | \$ 129.00 |
| Dryer | \$ 31.00 | \$ 31.00 | \$ 67.00 | \$ 129.00 |
| Refrigerator | \$ 23.00 | \$ 23.00 | \$ 57.00 | \$ 103.00 |
| Range* | \$ 38.00 | \$ 38.00 | \$ 53.00 | \$ 129.00 |
| Dishwasher* | \$ 38.00 | \$ 38.00 | \$ 53.00 | \$ 129.00 |

* Must be disconnected and reconnected by contractor technician.

Damages to Private Rental Quarters - Proper Reporting Procedures

1. When damages occur to your quarters during delivery of household goods and/or unaccompanied baggage, you must record the damages on one of the following documents listed below:

- a. Carrier/Agent Survey Sheet
- b. DD Form 1840
- c. DD Form 619
- d. DD Form 619-1
- e. Inventory List
- f. Plain Sheet of Paper (if necessary)

2. When damage occurs while Quality Control (QC) Inspector is on site or comes by after the damage has occurred he/she and the Lead Packer will note the damages on DD Form 1780. If the Lead Packer refuses to note the damages on the DD Form 1780, the QC will make a statement as to why the Lead Packer will not note damage and how the damage occurred.

3. When damage occurs when the QC Inspector is not there, the occupant should note the damage occurred and how on one of the documents listed in paragraph A-1 above. The occupant should ask the Lead Packer (English speaking) to acknowledge the damage and record it on the carrier/agent survey sheet, plain sheet of paper, or one of the other documents listed above.

4. After Occupant has recorded his/her statement on one of the documents above, he/she will provide a copy of the statement to the BSB Housing Office and to Mr. Qureshi or Mr. Harrer, USAREUR QC Division.

5. In Private Rental Quarters, the Occupant or Landlord will have a professional estimate for repair of the documented damages prepared and provide the original copy to the local QC Inspector.

6. The USAREUR Consolidated Personal Property Shipping Office (CPPSO) QC Division will forward under formal correspondence documentation of the damage and the documented estimate for

repair. For Private Rental Housing, the payment for damages will be made to the Occupant or the Landlord, via check or electronic fund transfer, as specified (address provided by the occupant or landlord)

7. The QC Inspector will provide his/her statement if any damages occurred during their in/outbound inspection to Mr. Qureshi or Mr. Harrer, as applicable.

Please ask the Housing Office for a detailed Information Paper.

Things to Do and Know Before Signing Your Lease

READ IT - If you don't understand something, ask a HSO counselor for explanation.

ENSURE - Check that your future landlord's name is not on the non-referral or restrictive sanction list provided to you by your HSO counselor during the briefing.



BE CAREFUL - All blanks of the lease must be filled in; those blanks not filled in should be crossed through.

CAUTION - If you feel a landlord is requesting something unreasonable, check with your HSO counselor or call the Legal Services Office at 373-5058.

TRANSLATIONS - Courtesy translations of rental contracts are available on appointment basis **only**. If you want a written, detailed translation, contact the Legal Services Office at 373-5058.

DETERMINE - Did you get all the required paperwork completed? Does the lease refer to any "house rules" which you, as a tenant must follow? Copies of standard house rules are available at the Housing Office.

KNOW - What does your rent payment cover? Does it cover just the use of the premises, or does it cover the utilities also? Which utilities are not included in the rent payment? Are you liable for these? Also find out when the rent is due. The landlord must receive the rent on the due date which is usually no later than the third workday of the month. Mailing on the due date is not sufficient. As tenant you are entitled to see all bills for costs for which you are charged. Ask to see the bills and ask the landlord to explain them to you. Is the bill for the entire house or for the part that you rent? Usually, you pay a prorated/estimated amount for utilities which will be reconciled based on annual meter readings by the respective companies.

VERBAL AGREEMENTS – Do NOT commit yourself to any verbal agreements. They are binding under German law and can be disastrous to you in court.

Renters' Association

The Renters' Association (Mieterverein) is designed to protect your interests as a renter and can assist you in disputes beyond what the HSO office can provide. A membership will come into effect after signing an application to join. The first full annual membership fee (€ 42) and the one-time admission fee (€15) should be paid together (€ 57) upon joining. By signing the application form the Association's constitution is automatically recognized. They are located at Poststrasse 46 in Heidelberg, Tel. 06221-20473. **REMEMBER:** HSO is only allowed to negotiate and must remain impartial to the tenant as well as the landlord.

Household Insurance



HSO customers are advised to consider obtaining insurance coverage for both personal property and personal liability. This insurance can be obtained with current insurance affiliations or with a German insurance company.

Repairs/Redecoration Laws

Since the burden of proof is always upon the tenant, it is important that you carefully inspect the leased property at the time the contract is made. Both parties should agree upon a detailed written description of the condition of the premises (move-in /move-out condition report). You are not responsible for normal wear and tear. But be careful. The term wear and tear is interpreted very strictly by German courts. For example, stains on walls are not considered fair wear and tear; normal fading or discoloration of paint is.

Redecoration of the premises is usually referred to as decorative repair. It normally includes wall papering or painting of walls and ceilings. The following intervals for such redecoration have been established by German courts if necessary:

- | | | |
|----|--|---------------|
| a. | kitchen and bath (unless tiled) | every 3 years |
| b. | living room, hallways, bedrooms, toilets | every 5 years |
| c. | for all other rooms | every 7 years |
| d. | radiators and window frames (wood) | every 8 years |



Unless damage is caused by you, your family members, friends, etc., the landlord is responsible for repair and deficiencies of the premises. This is part of his/her obligation to maintain the premises in proper condition. However, you must promptly notify the landlord of any necessary repair and allow him/her reasonable time and access to the premises to make the repairs. On the other hand, small repairs are generally your responsibility (normally up to € 100.00 per repair - depending on the lease.)

Move-in Inspection / Burden of Proof

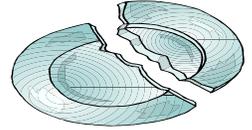
Ensure to request a joint move-in/move-out inspection with your landlord, the HSO representative and yourself. This inspection should be conducted within the first few days of move-in. The ideal condition would be the first day. If for whatever reason, a representative from the Housing Office cannot be present, we strongly request you still conduct the move-in inspection with the landlord together. The purpose of this report is to accurately reflect the condition and contents of the dwelling at occupancy. It further insures that the dwelling meets adequacy standards, as determined by HSO, and protects both the tenant and the landlord from unreasonable claims when the dwelling is cleared. The burden of proof with pre-existing damages to the premises is with the tenant.

The move in inspection form provided by the Housing Office is bilingual and self explanatory. Meter readings for electricity, water, gas, etc. should also be annotated on this sheet. At the end of the inspection both parties, landlord and tenant will sign this form.

Fair Wear and Tear

Fair Wear and Tear (FWT) is defined as normal occurrence of expected wear to a component, system or any part of an assigned housing unit as a result of wear from normal use. FWT is not determined by family size or ages of dependents. An item that has to be repaired or replaced before its full life expectancy has been reached due to neglect or failure to correct the cause of damage or improper maintenance is considered beyond FWT.

Some examples of items typically not considered FWT: Hand and fingerprints, stains, crayons, foodstuff or decorative finishes on painted surfaces that cannot be removed through normal cleaning, performing an unprofessional paint job, scratches and gouges due to furniture being placed directly against the walls, scratches, stains on floors, furniture, and appliances. This is not a complete list. It's provided to give you an example of the guidelines inspectors use to determine damage or FWT.



Mold and Mildew - Ventilation

Residents must ventilate their home daily by opening windows to create a cross draft. If cross drafts are created for 10 minutes a day and after each shower, mold and mildew should not be a problem.

If mold and mildew manage to develop anyway, open windows in the affected area to facilitate drying, then scrub the mold spots with a solution of 1 cup chlorine bleach and 1 gallon of warm water, rinse and then wipe dry. In the case of mold on painted surfaces, allow this solution to soak in. Then scrub lightly, rinse and wipe dry. In bathrooms without windows, make sure that the ventilation shaft is open and do not close the bathroom door following showers and baths. The bathroom will benefit when cross-ventilating other parts of the house.

NOTE: If Mold is left unattended and continues to grow, it could pose possible health and allergy problems in young children.

Siphon

Do not unscrew the shower and bathtub drain under any circumstances. Improperly reassembled drainages will cause water leakages. These water damages are mostly not immediately visible and sometimes it takes days, even weeks before you notice a wet wall or ceiling.



Transformers

Transformers come in a variety of sizes. Transformers plug into the 220v outlet and allow one to use 110v appliances. Clocks and other timed devices may not properly function due to the difference in cycles.

It is extremely important to know the watt rating of your transformers. Transformers typically rate 15W, 75W, 150W, 300W, 750W or 1000W. Check the watt rating on the appliance that you are plugging into the transformers to ensure it does not exceed that of the transformer. You should avoid plugging multiple appliances into one transformer as the total watts may exceed that of the transformer.

Use only transformers with a replaceable fuse and a switch on the power cord. Transformers are big energy wasters as they continue to draw power even when the connected appliance is turned off. Transformers should be turned off and unplugged when not in use.

Snow and Ice Removal

Snow and ice removal will once again become an important safety requirement. All residents in private rental are required to remove snow and ice from around their homes. This includes all access paths, such as sidewalks along the house. If you live in a stairwell, your building manager (Hausmeister) will develop a plan to clear the required areas around your building.

If snow continues to fall during the day, clearance could be required several times a day. If you are absent during the day – at work, for example – or for an extended period, such as on vacation, it's still your responsibility to ensure you have a neighbor or friend perform this task.

In the unfortunate event there should be an accident because you didn't clear the snow and ice, you could be held liable and possibly sued.

Snow shovels are available at Self-Help for issue to building coordinators of government controlled housing.

School Bus Information

School busses will provide transportation to school from economy quarters. Bus passes will be assigned by the School Bus Office, Patrick Henry Village, Bldg # 4493. To ensure your future economy quarters are covered by the school bus call DSN 388-9335/6 or commercial 06221-677372.



Personnel desiring to live outside the current school bus routes will be responsible for arranging private transportation to school for their children. A signed statement by the sponsor/guardian in their HSO file is mandatory prior to the HSO counselor's approval of a private rental contract.

Termination

The Heidelberg HSO office will assist you in all out-processing negotiations if necessary. Please pick up a termination package or request one online. All documentation must be filled out and returned to HSO prior to clearance of private rental housing whether you are departing the area, resigning, retiring, moving to government-controlled quarters or moving from economy to economy quarters.

Termination Notice

Find out how much notice you have to give when terminating the lease. Notify the landlord as soon as you find out what day you will be leaving and have the landlord sign the termination notice. Notice of termination shall either be hand delivered or sent by registered mail

Acknowledgement of Responsibility

This form is needed when you have a spouse or sharer who is remaining in economy quarters after you move out. The other party assumes full financial and all other responsibilities concerning the economy quarters. Landlord needs to acknowledge this form.

Security Deposit

The purpose of the deposit is to protect the landlord against damage of the rental property caused by the tenant. The deposit can be as much as three months' rent. The landlord is required to deposit it in an interest-earning bank account. Upon paying the deposit, the landlord is required to immediately open such an account.

Return of the Security Deposit

The majority of customers vacating economy housing have expectations of receiving security deposit refunds within 30 to 60 days as is generally customary in the United States. However, by German law, landlords have been afforded a reasonable period of time, usually up to six months, to examine possible claims against the tenant to include outstanding bills. The moving out protocol should help speed up this process.

Should there be an outstanding utility bill, the landlord has the right to withhold up to four times of the prorated utility amount from the deposit. It can take up to one full year depending on when the utility company calculates and forwards the final bill to the landlord.

Considering this, you should not expect to get a refund of your security deposit within 30 or 60 days. It is imperative that you leave a forwarding address, and preferably a bank account number, with the landlord so the deposit can be settled after your departure.

If there is no damage or any outstanding utility bills, the landlord must return the security deposit to the former tenant immediately following final reconciliation of all bills. The law does not permit the tenant to "off set" the rental security deposit against any rent payments due. The regular rental amount must be paid in full through the last month.

Temporary Lodging Allowance (TLA) Outgoing

Service Members are entitled to a maximum of the (10) days TLA when they reside in private rental. Requests for extensions need to be submitted in advance through the Housing Office to Finance Command.

Service Members in the ranks of E-6 and below need to get a Statement of Non-availability from the UPH Manager before making any guesthouse arrangements.

Glossary of Acronyms

| | |
|-------|---|
| ASHA | Advance Pay Housing Allowance |
| BAQ | Basic Allowance for Quarters |
| HCO | Community Housing Realtor and Relocation Services |
| COLA | Cost of Living Allowance |
| CONUS | Continental United States |
| CNA | Certificate of Non-Availability |
| CPPSO | Consolidated Personal Property Shipping Office |
| DEROS | Date expected to return from overseas |
| DOD | Department of Defense |
| DODDS | Department of Defense Dependent Schools |
| EEOPH | Equal Opportunity in Off-Post Housing Program |
| EFJTR | Elective Joint Federal Travel Regulations |
| FWT | Fair Wear and Tear |
| JFTR | Joint Federal Travel Regulation |
| LQA | Living Quarters Allowance |
| MEA | Miscellaneous Expense Allowance |
| MIHA | Move-In Housing Allowance |
| OHA | Overseas Housing Allowance |

| | |
|------|--|
| PAC | Personnel Action – S1 |
| PRH | Private Rental Housing |
| QC | Quality Control |
| SNA | Statement of Non-Availability |
| SPA | Supplementary Post Allowance |
| SOFA | Status of Forces Agreement |
| TLA | Temporary Living Allowance |
| TLS | Taxi and Translation Service |
| TQSA | Temporary Quarters Subsistence Allowance |
| UCMJ | Uniformed Code of Justice |
| UPH | Unaccompanied Personnel Housing |
| VAT | Value Added Tax |

Information Paper/Packages/Forms

The following paperwork is available at the Housing Office:

- Acknowledgement of Responsibility
- Deployment Information Guide
- House Rules -general
- Move-in/out Inspection
- Power of Attorney
- Rental Agreement
- Reporting Procedures on Damages
- Termination Package
- TLA Extensions for Arrival/Departure
- List of Immobilien (Realtors)



Important Telephone Numbers

EMERGENCY NUMBERS – HEIDELBERG

| | Mil | Civilian |
|-----------------------------------|------------|---------------------------|
| Fire | 117 | (06221) – 57 117 |
| Fire (alternate) | | (06221) – 19 217 |
| Ambulance | 116 | (06221) – 57 116 |
| Military Police | 114 | (06221) – 57 114 |
| Engineers | 115 | (06221) – 57 115 |
| Hazardous Material Spill Hot Line | 117 | (06221) – 57 117 |
| Emergency Room | | (06221) – 172-891/790/757 |

HOUSING DIVISION

| | DSN | Civilian |
|--|----------------|---------------------------|
| Chief, Housing Division | 387-3290 | (06221) – 4380-3290 |
| Chief, Housing Services | 387-3316 | (06221) – 4380-3316 |
| Special Projects Officer | 387-3360 | (06221) – 4380-3360 |
| NCOIC, Housing Division | 387-3347 | (06221) – 4380-3347 |
| Reception Desk | 387-3302 | (06221) – 4380-3302 |
| Service Order Desk Appliance Repair | 387-3310/11/12 | (06221) – 4380-3310/11/12 |

TRANSPORTATION

| | | |
|--|---------------|------------------------|
| Transportation-Inbound | 370-6347/8536 | (06221) – 57-6347/8536 |
| Transportation-Outbound | 370-3503/8126 | (06221) – 57-3503/8126 |
| Damages caused by Government Moving Company | 475-7894 | (09641) – 83-7894 |

Other Important Numbers

| | | |
|-------------------|---------------|----------------------|
| ACS | 370-6975/6883 | 06221) 57-6975/6883 |
| Finance | 370-8312 | (06221)-57-8312/7284 |
| Guesthouse PHV | 370-1700 | (06221) 795100 |
| School Bus Routes | 388-9335 | (06221) 760852 |

ICE Survey-Housing

Your feedback is paramount to our continued success. Please check our ICE survey website by clicking: www.bw.eur.army.mil for your valuable comments and recommendations