

Housing

Arriving at the Installation

All customers are required to in-process at the Housing Services Office before seeking off-post housing. Those who want to reside on-post will be referred to the Balfour Beatty Communities Office, located at 520 Brown Avenue or contacted at 803-738-8275.

Off-Post Housing Referral

The Housing Services Office (HSO) office is located in the Strom Thurmond Building, Room 241. The HSO is your first point of contact and will assist you in finding or locating housing off the installation. You are required to report to the HSO prior to making any arrangements for renting, leasing or purchasing any off post housing. You must report to the HSO in order to validate permissive TDY (PTDY) for house-hunting purposes. Failure to do so will result in the Soldier being charged leave for the entire period. DA Form 31 for PTDY must be approved by a Lieutenant Colonel or above.

The staff is ready to provide personal service and the most current rental information. If on-post housing is unavailable or you simply wish to reside off-post, the HSO staff will assist with locating suitable housing in the local community. Telephone numbers for HSO are (803) 751-7566/5788/5331.

Selecting a Home Off-Post

Select your home after considering the following:

- Is the size adequate for your family with the possibility of additions to your family?
- Is the cost within your means and BAH?
- Will the neighborhood be a safe, secure place for the growth and well-being of your family?
- Does the location provide access to shopping centers, churches, schools and playgrounds for your family?
- Is the distance of the home a reasonable commute for you and your family?
- Once you've made your choice, read your lease carefully before signing. Make sure you are given a check-in inspection list, and note the condition of the residence at the time of occupancy. If there are problems when you take possession, have them stated on the inspection list with the landlord's signature on your copy. Be sure to provide the HSO a copy of your lease agreement and inspection checklist for possible future reference.

Reviewing your check-in inspection list will come in handy when you are ready to move out. A representative from HSO can accompany you to the check-in and/or check-out inspection at your request. Once you plan to move out, have the landlord sign the list again. If this is not done, you are taking a risk of paying for previous existing damages when you leave. The HSO staff can provide you with other tips about smart leasing and insight on South Carolina Housing Laws.

Residential Lease Agreement

A written lease agreement is required for most residential leases. This agreement should outline the responsibilities and obligations of all parties and should constitute the entirety of the agreement. Before signing a lease agreement, make sure you understand everything written in the agreement. Signing the agreement is generally evidence of that party's intent to be bound

and agree to all the terms within the agreement. The HSO or Legal Assistance Office can review the lease before you sign it upon your request.

Military Clause

Service Members who enter into a lease should protect themselves by obtaining a lease or rental agreement that includes a Military Clause allowing termination in case of transfer, discharge, or other circumstances making termination appropriate. The clause generally states that upon receipt of permanent change of station orders, retirement orders or release from active duty, the Service Member may terminate their lease agreement by providing the landlord a thirty day (30) written notice of intention to terminate. The termination shall become effective thirty (30) days after the specified date and the rent should be prorated accordingly.

Oral Representations

When you are shopping for a rental property, you may receive oral representations from property managers in regard to many aspects of the property. Oral representations that conflict with written provisions in a lease are generally unenforceable. Oral evidence that modifies a written lease agreement is likewise generally inadmissible in court. The written lease agreement controls the obligations of the parties and is generally the enforceable agreement.

Landlord and Tenant Obligations

The written lease agreement will outline the obligations of both the landlord and tenant. However, according to South Carolina law, landlords and tenants have general obligations when leasing a rental property. Landlords have a general obligation to maintain premises. Landlords must comply with all applicable building codes, make repairs and keep the premises in a fit and habitable condition, and keep all common areas safe. A landlord may also be required to make running water, hot water, and heat available as well as keep all electrical, gas, plumbing, sanitary, heating, ventilation, air conditioning and other facilities in working order if these obligations are not specified in the written agreement to be the tenant's obligations.

Tenants have a general obligation to comply with all building and housing codes, to keep the dwelling unit reasonably safe and clean, dispose of trash, keep all plumbing fixtures clean, and use all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities in a reasonable manner. The tenant may also incur further obligations as outlined by the written lease agreement and state laws.

Rental Insurance

A Service Member should maintain rental insurance to protect personal possessions in case of neglect or wrongful damages to the property, personal items or a catastrophic disaster. The landlord is under no obligation to provide insurance coverage to or for the tenant; therefore it is important that they obtain insurance coverage to cover the rental property, their furniture and other personal belongings.

Security Deposits

Security deposits are usually an up-front expense a tenant pays a landlord to secure interest in the leased property. Security deposits may also provide a means for a landlord to seek reimbursement for damage to the property or repair costs. Generally, a landlord has an obligation

to maintain the premises and should not use the security deposit to pay for normal wear and tear of premises. According to South Carolina law, a landlord is required to provide the security deposit, less the amounts used for repairs and damages, along with an itemized list of expenses to a tenant no later than 30 days after termination of a written lease agreement. The tenant is required to provide the landlord with written notification of a forwarding address. If this provision is violated, a tenant may have a legal cause of action and may seek treble damages (three times the amount of damages) plus reasonable attorney's fees by statute.

Early Termination

A written lease agreement will usually contain the date of termination of the agreement. Parties may have the option of renewing the lease, usually with new terms or increased rent, by providing written notice. Most residential leases are for a one-year period, but may be longer or shorter. Termination of the lease before the termination date may give the aggrieved party a legal action for damages.

Damages are usually the monetary damages a landlord may incur for this early termination. Many leases also include early termination clauses and provisions that cover the procedures for terminating the lease early, often with some sort of penalty-fee provision and/or a liquidated damages clause designed to estimate the amount of monetary loss a party would suffer for this early termination. These clauses are often drafted to protect the landlord's interests and can make it difficult or costly for a tenant to terminate the lease early. This is usually to ensure that the tenant either performs the obligations they agreed to in the contract for the contract period or compensates the landlord for this early termination.

SCRA and Lease Termination

The Service Member's Civil Relief Act of 2003 has some added provisions, which may help service members terminate a residential lease agreement prior to the termination date. The SCRA is not limited only to protections covering lease termination.

Other protections include issues such as security deposits, prepaid rent, eviction, installment contracts, credit card interest rates, mortgage interest rates, mortgage foreclosure, civil judicial proceedings and income tax payments. It also provides many important protections for military members on active duty.

Off-Post Conduct

Fort Jackson and the City of Columbia have maintained a model relationship for many years and the installation community is particularly proud of this fact. Those who work at Fort Jackson should be mindful that, because of their government association, their conduct reflects on the Army. Service members and their family members, who reside off-post, should be aware that such residency requires exemplary behavior in conducting business transactions, safeguarding of private property, meeting obligations, and maintaining good housekeeping practices.

Personnel will abide by local laws and ordinances, and will extend the same respect toward local citizens and personal property as they do when living on the Installation.

Soldiers and their Families are good citizens, and should maintain that image with the local community. The following are reminders that could help you avoid tricky situations:

1. Pay the agreed amount of rent and other fees by the due date outlined in your lease.
2. Keep the interior and exterior of your dwelling in a good state of cleanliness.
3. Control your children and pets.

4. Avoid damage to private property. When damage occurs, promptly make necessary repairs or assessments.
5. Learn and abide by all house rules promptly, particularly in multiple-family dwellings, such as apartments.
6. Notify the owner or landlord of needed repairs in a timely manner.
7. Avoid disturbing your neighbors; practice the Golden Rule.
8. Give required notification before termination of occupancy.
9. Leave your home clean and undamaged. This should be done regardless if it is outlined in your lease agreement.