



Civil Engineering

GOVERNMENT-LEASED FAMILY QUARTERS (GLFQ) PROGRAM

----- **Compliance with this publication is mandatory** -----

This instruction implements AFPD 32-60, *Housing*, and complements AFI 32-6001, *Family Housing Management*. It establishes procedures and responsibilities for managing the GLFQ program for all military personnel assigned to AETC organizations, primarily those in Air Force Recruiting Service (AFRS) and Air Force Reserve Officer Training Corps (AFROTC). See Attachment 1 for a glossary of references, and supporting information.

SUMMARY OF REVISIONS

Throughout instruction changes "basic allowance for quarters (BAQ)" to "basic allowance for housing (BAH)," "leased family housing" to "leased family quarters," government-leased family housing (GFLH) to "GFLQ," and updates statutory limits. Deletes family quarters size limitations (previously Attachment 7). A ★ indicates revision from the previous edition.

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(RCS: AETC-CEPAQ 9801)

1. Availability of Government Quarters:

1.1. Government-owned family quarters are not always available for members of AFRS and AFROTC. They must often compete in the private community for adequate quarters. Due to the high cost and limited availability of adequate quarters in many areas, these members are often required to spend a disproportionate share of their total pay and allowances and or travel excessive distances to secure suitable living accommodations.

1.2. The GLFQ program provides adequate quarters for these members whose duty location prevents suitable quarters on either military installations or in the community. Members who meet the eligibility requirements of this instruction and are assigned to locations where surveys validate the nonavailability of adequate quarters at or below the leased quarters eligibility cost (LQEC) may be considered for GLFQ.

1.3. Headquarters Air Force Recruiting Service (HQ AFRS/RSSL) has oversight responsibility for AFRS members; Headquarters Air Force Officer Accession and Training Schools (HQ AFOATS/XPA) has oversight responsibility for AFROTC members.

2. Eligibility for GLFQ. A member is eligible for GLFQ if all of the following conditions apply:

★2.1. Member (AFRS or AFROTC) is eligible for basic allowance for housing (BAH) at the with-dependent rate (except military married to military) and is accompanied by dependents. In cases of joint custody of common dependents, only the military member who has custody for more than 6 months per year is eligible.

★2.2. Member's duty station is located more than a 1-hour commute (one way), during normal commute traffic, from a military installation with housing or a family housing lease program. The commute time will be measured from the entry into the housing area if they have housing and from wing headquarters if they have a lease program.

★2.3. The cost of adequate community quarters (including rent and utilities, exclusive of telephone and television cable costs) exceeds member's LQEC.

2.4. Member has more than 12 months of retention at his or her current duty location at the estimated date of lease consummation. This restriction applies only to the initial lease for a member.

3. Leasing Criteria. Quarters may be acquired by government lease by members eligible according to paragraph 2 who are assigned in the United States and its possessions.

4. HQ AETC/CEP Responsibilities. The program manager will:

4.1. Program for family quarters lease authorization and requisite funds.

4.2. Serve as the overall GLFQ program coordinator as follows:

4.2.1. Apportion lease points and allocate funding to HQ AFRS and HQ AFOATS.

4.2.2. Approve or disapprove high-cost leases.

4.2.3. Establish and maintain case file for high-cost leases.

5. HQ AFRS/RSSL and HQ AFOATS/XPA Responsibilities. (*NOTE:* These organizations are the OPRs for managing the lease programs in AFRS and AFROTC, respectively.) These organizations will:

5.1. Appoint a program manager and establish organizational guidelines.

5.2. Determine requirements for their respective programs.

5.3. Prepare and coordinate budget estimates and financial plans. Submit requirements and budget estimates to HQ AETC/CEP when requested.

5.4. Budget for operations and maintenance (3400) associated with drayage and storage of household goods (HHG).

5.5. Allocate funds to their units.

5.6. Establish a priority system for assigning available homes to eligible personnel.

5.7. Serve as the primary point of contact with appropriate US Army Corps of Engineers (COE) districts for lease acquisition, management, renewal, and cancellation actions.

5.8. Ensure lease documentation and record keeping are accomplished in accordance with this instruction, organizational guidelines, and upward reporting requirements.

★5.9. Monitor lease, utility, and service payments to ensure annual costs remain within statutory limits.

5.10. Review and verify lease documentation.

5.11. Approve or disapprove normal leases, and disapprove or recommend approval of high-cost lease to HQ AETC/CEP.

5.12. Establish and maintain lease files.

5.13. When leases have not been consummated within 30 days following the requested effective date, dispatch formal status requests to the COE.

5.14. When a pending cancellation of a previously approved lease requires establishing a new lease, simultaneously process both actions. The effective date of the new lease will not be more than 10 days prior to the effective cancellation date of the existing lease.

6. Unit (Squadron or Detachment) Responsibilities. The commander will:

★6.1. Notify incoming personnel of availability of housing and GLFQ.

★6.2. Ensure that members understand this program is not an entitlement but a privilege.

★6.3. Execute commander's checklist at Attachment 2.

6.4. Determine and justify requirements for GLFQ according to this instruction.

6.5. Conduct initial survey to determine nature of the housing rental market. Certify a military installation, with family housing or a lease program, or adequate quarters (below member's LQEC) are not available within a 1-hour commute.

6.6. Submit lease request to HQ AFRS/RSSL or HQ AFOATS/XPA, as applicable.

6.7. Review support agreements with servicing installations. Ensure items such as real property accountability and HHG storage and drayage are addressed.

6.8. Ensure funds are available to pay applicable lease costs. Ensure payments are consistent with AFI 65-601, Volume 1, *Budget Guidance and Procedures*, and this instruction. **NOTE:** AFOATS/XPA is responsible for AFROTC leases.

6.9. Manage lease and associated service payments to ensure annual costs remain within the statutory limits. **NOTE:** AFOATS/XPA is responsible for AFROTC leases.

6.10. Ensure only COE communicates and negotiates with the lessor, prospective lessors, and agents.

6.11. Ensure no member or other person acting on the member's behalf (except COE):

6.11.1. Communicates or negotiates terms or prices with the lessor, prospective lessors, or agents.

6.11.2. Provides other remuneration, in the form of money, goods, or services, to lessors or agents for leases and associated utility and service costs as listed in this instruction.

★6.12. Ensure member does not draw BAH during the period leased quarters are occupied. Also ensure each member acknowledges, in writing that:

6.12.1. While assigned to leased quarters, he or she is expected to reside in the quarters for at least 1 year.

★6.12.2. Vacating leased quarters without proper written authorization will result in forfeiture of BAH, when appropriate, for the remaining term of the lease or until relieved of responsibility by both the commander and HQ AFRS/RSSL or HQ AFOATS/XPA, as applicable.

6.13. Establish procedures to ensure members clearly understand their responsibilities. (See a sample member's statement of understanding at Attachment 3.)

6.14. Ensure members occupying leased quarters understand the liabilities and obligations imposed on persons occupying government quarters.

6.15. Establish controls to ensure repair of, or restitution for, damages to quarters (other than fair wear and tear) before clearing the member from the quarters.

6.16. Establish and maintain case files on each lease according to paragraph 24.

6.17. Validate and submit lease renewal requirements to HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable) at least 90 days prior to lease expiration.

6.18. When the COE district has not advised that leases are consummated by the effective date noted in the lease request, contact the COE to determine the status.

6.19. When a member wants to occupy quarters before consummation of the government lease, ensure the member clearly understands such action is taken at his or her risk. Any agreement (financial or otherwise) negotiated between the lessor and the member is a private matter; the government is neither involved nor obligated in any capacity.

6.20. Advise members to seek competent legal assistance before entering into any legally binding contract. They should request a clause providing for the prompt refund of security, damage, and cleaning deposits on consummation of a government lease and for rent paid during the same period paid by the government. Also provide a statement allowing lease cancellation within a reasonable period of time should a government lease not be consummated.

7. Member Responsibilities. (*NOTE:* See Attachment 4 for a sample checklist.) The member will:

7.1. Fulfill the obligations usually imposed on personnel occupying government quarters, administrative requirements established by this instruction, and other responsibilities specified in the lease document.

7.2. Use assigned quarters as if they were government quarters.

7.3. Neither assume nor pursue direct obligations to or from lessor.

7.4. Report all maintenance and repair requirements (including health and safety issues) to the lessor. (Report any repairs not made to the commander.)

7.5. Permit responsible supervisor, commander, detachment commander, HQ AFROTC commander, HQ AFRS/RSSL, or HQ AFOATS/XPA (as applicable), lessor or representative, and or COE district personnel to inspect leased quarters as required.

7.6. Conserve energy when using utilities and services (for example, electricity, gas, and oil).

7.7. Inform his or her commander of any change in marital status that would render the member ineligible for GLFQ.

7.8. At termination of lease, ensure quarters are cleaned to meet the conditions of the lease agreement.

8. US Army Corps of Engineers (COE) Responsibilities. The COE will:

8.1. Act as the Air Force agent for all negotiations with lessors, including establishing procedures for the payment of authorized utilities, services, and required maintenance.

8.2. Certify a military installation, with housing or a family housing leasing program, is not located within a 1-hour commute of the duty location.

8.3. Select prospective leased quarters as follows:

8.3.1. When selecting quarters, survey the local housing market to ensure fair and open competition requirements are met.

8.3.2. Perform an appraisal and or rental determination to determine fair market.

8.3.3. Determine the best candidate and certify (on letterhead) that lower cost adequate quarters are not available within the next 30 days within the commute area. This includes quarters which will not accept a government lease.

8.4. Not enter into a lease agreement without approval from HQ AFRS/RSSL or HQ AFOATS/XPA.

8.5. When the lessor does not furnish authorized utilities as a part of the lease, ensure utility and service connections are provided and establish billing procedures.

8.6. When a lease is negotiated without utilities and services, submit a projected annual cost estimate for required utilities to HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable) as part of the lease package. The projected cost should be based on area utility consumption cost estimates.

8.7. Submit necessary documentation to HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable) for review and verification of leases.

8.8. Send HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable) the required information for establishing the *USAF Installation Characteristics Report* (RCS:SAF-MII[AR]7119).

8.9. Document actions using a US government lease for real property.

8.10. Negotiate lease renewals, cancellations, and restoration cost.

9. Leasing Procedures. See paragraphs 10 through 16 for procedures to help program managers, units, and the COE determine requirements, select prospective quarters, calculate lease costs, identify special leasing considerations, enter into a lease agreement, account for real property, and assign or retain quarters, respectively.

10. Determining Requirements:

10.1. HQ AFRS/RSSL and HQ AFOATS/XPA will work with their units to determine which locations qualify for this program. When a situation dictates that leased quarters are required, a unit will submit a request, with supporting data, requesting lease approval and funding. (See Attachment 5 for a memorandum format for requesting leased quarters.)

10.2. HQ AFRS/RSSL and HQ AFOATS/XPA should contact their servicing COE concerning the availability of quarters leased for other agencies.

10.3. If adequate quarters are already under lease and are vacant (or will be vacated within a reasonable period of time--up to 90 days pending HQ AFRS/RSSL or HQ AFOATS approval), these quarters will be offered to the member rather than requesting a new lease. Refusal of assignment to such quarters normally eliminates the member from any further consideration for GLFQ.

10.4. Bedroom entitlement for adequate quarters will be determined by grade, family size, and family composition. Use Table 1.2 of AFH 32-6009, *Housing Handbook*, to determine bedroom requirement based on grade; use Table 1.3 to determine bedroom requirement based on family size and composition.

11. Selecting Prospective Quarters:

11.1. Before selection can begin, HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable) will issue a lease request to the COE to begin lease action based on information submitted by the unit. (See the sample memorandum at Attachment 6.) **NOTE:** A lease request to the COE cannot be issued unless lease points and funding for quarters and or operations and maintenance (O&M) are available.

★11.2. The COE must identify a representative sample (at least three) of leasing prospects that meet the member's requirements and are within commuting distance. Size limitations are specified in AFI 32-6002, *Family Housing Planning, Programming, Design, and Construction*. It is desired, but not mandatory, that the interior of the quarters meet the functional requirements outlined in AFI 32-6002. Quarters will contain a range and refrigerator and may contain other appliances. Also, other amenities such as washer and dryer hookups, heating and air-conditioning appropriate for the location, telephone outlets, and utility systems will be provided.

11.3. Quarters will not be considered for lease unless the lessor provides maintenance.

12. Calculating Total Lease Costs (TLC):

12.1. Include the following costs:

12.1.1. Annual rents paid to the lessor for use of facilities.

12.1.2. Utility deposits. (If required, they must be included in the annual cost of the lease.)

12.1.3. Annual costs for allowable utilities and services.

12.2. Do not include the following costs:

12.2.1. Administrative and overhead costs attributable to travel, inspection, etc., experienced by COE districts and Air Force organizations.

12.2.2. Restoration costs the member is responsible for.

13. COE Leasing Considerations:

13.1. If a military installation with family housing or a family housing lease program is within a 1-hour commute of the duty location, terminate all further leasing actions and notify HQ AFRS/RSSO or HQ AFOATS/XPA, as appropriate.

13.2. If TLC of any adequate quarters candidate is below member's LQEC, terminate all further leasing actions and notify HQ AFRS/RSSL or HQ AFOATS/XPA, as appropriate.

13.3. If selected quarters exceed the fair market value and there are no other adequate quarters that meet the member's requirements, a waiver is required. Submit the analysis of the prospective quarters to HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable) and request a waiver.

13.4. Leases will not include, as a separate cost item, parking for any vehicle nor will separate leases or agreements be entered into for such facilities at government expense.

14. Entering into a Lease Agreement:

14.1. After verifying the cost of available adequate quarters, the COE will determine the best candidate for the government to lease. The COE will submit a request package to HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable). As a minimum, the package must contain the member's request for leased quarters, COE market survey results depicting the lease candidates and total costs, location of the nearest military installation (in miles and commute time), and a rental determination. The package must also include certification (on letterhead) recommended quarters are the least expensive adequate quarters in the commute area available within the next 30 days.

14.2. If utilities and services are not included in the lease agreement, the COE will secure allowable utilities and services with appropriate suppliers.

14.3. After the lease is awarded, the COE will immediately notify the unit and HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable) of the effective lease date. The COE will forward documentation to the unit and HQ AFRS/RSSL or HQ AFOATS/XPA.

14.4. A high-cost lease requires HQ AETC/CEP approval. HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable) will review the package, verify the documentation is accurate, and based on this information, either disapprove or recommend approval to HQ AETC/CEP.

14.4.1. If the lease is disapproved, HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable) will annotate why, inform the unit and COE, and ensure lease actions are terminated.

14.4.2. If the lease is approved, HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable) will forward the package to HQ AETC/CEP for review and approval.

14.4.3. HQ AETC/CEP will review the lease package and provide review status within 5 days.

14.4.4. If the lease is approved, HQ AETC/CEP will notify HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable) by memorandum to proceed with the lease actions. If the lease is disapproved, HQ AETC/CEP will explain why and ask HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable) to discontinue action on the lease.

14.4.5. In turn, HQ AFRS/RSSL or AFOATS/XPA (as applicable) will inform the parties involved whether the lease has been approved or disapproved. If approved, the COE may enter into the lease agreement. If disapproved, HQ AFRS/RSSL or AFOATS/XPA (as applicable) will ensure all COE lease actions are terminated.

15. Accounting for Real Property:

15.1. After a lease agreement is consummated, the COE will send HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable) the required information for establishing the *USAF Installation Characteristics Report* (RCS: SAF-MII[AR]7119).

15.2. HQ AFRS/RSSL or HQ AFOATS/XPA will submit paperwork to HQ AETC/CEP for establishing an installation code. HQ AETC/CEP will contact the appropriate real property office when documentation is received to ensure lease accountability.

16. Assigning or Retaining Quarters:

★16.1. When informed by COE that quarters are under lease, the unit initiates AF Form 594, **Application and Authorization to Start, Stop, or Change Basic Allowance for Quarters (BAQ) or Dependency Redetermination**, providing the date the member (or members) were assigned quarters. (*NOTE:* If a military member is married to another military member, both forfeit their BAH.) Send completed forms to the accounting and finance office (AFO) that maintains the member's pay records.

16.2. Within 15 days of occupancy, the commander (or designated representative), the lessor (or designated representative), and the member jointly inspect the quarters. Document the results of the inspection on AF Form 227, **Quarters Condition Inspection Report**. The AF Form 227 will be compared with COE-prepared ENG Forms 3143, **Joint Survey and Inspection of Condition of Government Leased Property**, and 3143a, **Joint Survey and Inspection of Condition Leased Property, Sec III – Interior Condition of Individual Room**. The member and the lessor each keep one

copy of the AF Form 227; the squadron keeps the original for use in determining condition of quarters when the member vacates the quarters.

16.3. The commander or designated representative may allow quarters to remain vacant for periods of up to 30 days. If needed, extensions for an additional 60 days may be approved by HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable). **NOTE:** To allow a quarters to remain vacant *beyond* 90 days requires HQ AETC/CEP approval.

17. Lease Forms and Clauses. Leases are formally documented by the COE. Regardless of the forms used, the COE district attempts to obtain terms judged to be most favorable to the government and within statutory thresholds. The commander, HQ AFRS or HQ AFOATS (if necessary), and the member will review the lease thoroughly to ensure complete understanding of both the landlord's and the government's responsibilities. Each lease will:

17.1. Require the lessor to maintain the quarters and lessor-furnished appliances. This includes maintenance required due to fair wear and tear.

17.2. Provide for payment of rents in arrears.

17.3. Provide for prorating the rental fee for an effective date other than the first day of a month. For example, rental payment for a lease with an effective date of 20 August would be prorated for the period 20 through 31 August and then continued monthly (1 through 30 September, 1 through 31 October, etc.).

17.4. Provide for cancellation by the government with 30 days, but not more than 60 days, of written notice to the lessor.

17.5. Contain the following clause: "The lessor hereby agrees that the rental consideration specified herein is the only consideration to be received for the demised premises and includes payment for all utilities, maintenance, and services specified herein. No other remuneration will be paid by the government member, his or her family, or any other person acting on the member's behalf."

18. Lease Review. Commanders will review leases annually and when a member's eligibility changes. During the review, commanders will monitor lease expiration dates and advise HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable) at least 90 days before any lease expiration.

18.1. The commander will verify the member occupying leased quarters is still eligible for GLFQ. If a member is no longer eligible, the commander must determine whether it is cost-effective to maintain GLFQ for the remainder of the member's time on station. If the commander believes it is cost-effective to allow the member to remain in GLFQ, the commander must request approval from HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable). If the lease is high cost, HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable) must secure HQ AETC/CEP approval.

18.2. Members whose dependents no longer reside with them or members who no longer reside with their dependents are not eligible for GLFQ. If this occurs to a member living in GLFQ, the commander must take action to have the occupant vacate the quarters within 30 days unless it has been determined cost-effective to maintain the GLFQ.

19. Lease Renewal:

19.1. HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable) must approve all GLFQ renewals before the COE can negotiate a renewal lease agreement.

19.2. Commanders must validate lease requirements for continuing the existing leases. After validation and at least 90 days before the lease expiration, lease requirement will be submitted to HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable) for approval.

★19.3. The applicable office reviews package and ensures sufficient funds are available. If funds are available and the annual total lease cost (TLC) does not exceed the high cost lease (\$12,000 [adjusted annually]), approval may be granted. If approved, the applicable office will contact the COE to renew the lease.

★19.4. If TLC costs exceed the high cost lease but are less than \$14,000 (adjusted annually), HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable) forwards the lease to HQ AETC/CEP. If TLC for lease renewal exceeds the high-cost lease threshold, the applicable office notifies the COE to cancel the lease.

19.5. HQ AETC/CEP will notify the applicable office of approval or disapproval within 5 workdays.

20. Payment. The member's support base AFO pays lease fees (monthly, in arrears) directly to the lessor according to AFI 32-9001, *Acquisition of Real Property*. For AFRS, the AFO also pays all charges for authorized utilities and services not provided by the lessor directly to suppliers identified in the lease. For AFOATS, lease and utility payments are paid by operating locations of the Defense Finance and Accounting System (DFAS); that is, DFAS, Limestone ME.

20.1. **Lease Certification.** By the 25th day of each month, the commander certifies in writing to the supporting AFOs all leases in effect that month. Certification indicates the fund citation and lists each lease by number, showing the individual to whom payment is due, the address to which the payment is to be forwarded, and the amount of payment authorized. Include explanatory remarks for leases where the authorized payment period or amount differs from the norm. A COE lease amendment is required to make rental or payment adjustments, except for proration of rents in accordance with the lease.

20.2. **Utilities and Services.** Utility charges are certified for payment in the same general manner as lease charges. The commander forwards the suppliers' bills or invoices (separated by lease number), written confirmation that services were received, and fund citation to the support base AFO (with a copy to HQ AFRS/RSSL or HQ AFOATS/XPA, as applicable). The applicable office maintains appropriate management records. The commander should make every effort to take advantage of discounts offered by suppliers for prompt payments. If penalty charges are assessed, the commander must provide written explanation for such charges to HQ AFRS/RSSL or HQ AFOATS/XPA, as applicable. (HQ AFOATS/XPA is responsible for AFROTC leases.)

20.3. **Restoration Charges:**

20.3.1. Members will be held liable for loss or damage to quarters, equipment, or furnishings caused by abuse or negligence of the members or their guests and for failure to satisfactorily clean assigned leased quarters on termination.

20.3.2. The member may voluntarily correct damage or reimburse the government for charges to correct damage (DD Form 1131, **Cash Collection Voucher**, or DD Form 362, **Statement of Charges/Cash Collection Voucher**).

20.3.3. When a member refuses to correct damages, the commander notifies the member in writing of damage and estimated repair or replacement costs and requests a reply by endorsement, stating the member's reasons for refusing to acknowledge liability.

20.3.4. A member's refusal to acknowledge liability requires a report of survey to be initiated. AFMAN 23-220, *Reports of Survey for Air Force Property*, prescribes requirements and procedures concerning reports of survey.

20.3.5. Restoration charges are negotiated by the COE district and documented through a supplemental agreement to the original lease. On receipt of a supplemental agreement for restoration charges from the COE district, the commander verifies charges, using AF Form 227 and ENG Forms 3143 and 3143a.

20.3.6. Authority to make deductions from a military member's pay sufficient to cover the cost of necessary repairs, replacements, or cleaning is contained in Title 10, United States Code (U.S.C.) 2775, *Liability of Members Assigned to Military Housing*.

21. Lease Termination:

21.1. **Members' Responsibilities.** Members terminating assignment to leased quarters for any reason must advise their commander in writing at least 150 days before the date they plan to vacate. If permanent change of station (PCS) orders are received in a shorter timeframe, they will notify the commander as soon as possible.

21.2. Termination for Personal Convenience:

21.2.1. HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable) may approve a member's request for lease termination for personal convenience. Normally, the member must have resided in current leased quarters for at least 1 year to be eligible for lease termination. Members must give proper notice and acknowledge in the request that relocation is at their own expense and they are ineligible for GLFQ for the duration of assignment at that duty location.

21.2.2. Requests for termination prior to 1 year of occupancy for personal reasons must be fully documented, justified, and forwarded through the member's unit to HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable) for consideration. Approval of such requests normally renders the member ineligible for further participation in the GLFQ program.

21.3. **Pre-Final Inspection.** Approximately 2 weeks before the termination, the commander or designated representative, lessor or designated representative, and member will jointly conduct a pre-final inspection of the quarters to view the condition and determine charges for damage (if any) for which the

member is responsible. Use the AF Form 227 completed at the time of initial occupancy. Where damage other than fair wear and tear is evident, refer to paragraph 20.3.

21.4. Final Termination Inspection. A final termination inspection will be conducted on the date the member vacates the quarters to ensure the quarters are clean and no additional damage has occurred since the pre-final inspection. The commander or designated representative, lessor or designated representative, and member will jointly conduct the final inspection. Use AF Form 227 to document findings. Encourage the lessor to accept custody of the quarters on completion of the final inspection.

★**21.5. Reinstatement of BAH.** On satisfactory completion of the final termination inspection, the unit initiates AF Form 594 providing the date quarters were terminated. Send the completed form to the AFO that maintains the member's pay records.

22. Lease Cancellation:

22.1. Premature or indiscriminate cancellation of a lease is not only detrimental to good community relations, but it creates unnecessary overhead costs for the government. Send each request for lease cancellation to HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable) for review to ensure the action is fully justified and leased quarters can no longer be used. Leases are not canceled based solely on an individual member's desire; for example, a move to a more desirable leased quarters.

22.2. When it becomes necessary to request a lease cancellation (including cases where the lessor has failed to meet his or her obligations), the unit informs HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable) of the proposed cancellation. Include in the request all data necessary to identify the specific lease, a detailed account of circumstances justifying cancellation, and the proposed effective date of cancellation.

22.3. If approved, HQ AFRS/RSSL or HQ AFOATS/XPA will inform the appropriate COE district to take cancellation actions for the lease specified.

23. Reporting Active Leases. Commanders are required to report active leases quarterly on RCS: AETC-CEP (AR) 9801, *Quarterly Active Lease Report*, to HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable), using the report format specified in this instruction (Attachment 7). This report is designated emergency status code D. Immediately discontinue reporting data requirements during emergency conditions.

23.1. Quarterly reports will cover the fiscal year period October to 31 December, 1 January to 31 March, 1 April to 30 June, and 1 July to 30 September. Each report must contain, as a minimum, the information in Attachment 7, for all active leases.

23.2. HQ AFRS/RSSL and HQ AFOATS/XPA will forward reports to HQ AETC/CEP by the fifth calendar day of January, April, July, and October.

23.3. HQ AETC/CEP will forward report to HQ USAF/ILEH by the 15th of January, April, July, and October. Quarterly reports will include high-cost leases acquired during the quarter.

24. Documentation of Case History Files. As a minimum, establish case numbers for each lease. Each case file will contain:

24.1. A copy of the lease, member's statement of understanding (Attachment 3), lease request (Attachment 5), and lease acquisition request (Attachment 6).

24.2. AF Forms 227 (or ENG Forms 3143 and 3143a) and AF Form 594.

24.3. Other pertinent correspondence to include a market survey, rental determination, quarters description, and utility data.

25. Disposition of Case History Files. Dispose of case files according to AFMAN 37-139, *Records Disposition Schedule*.

DAVID M. CANNAN, Colonel, USAF
The Civil Engineer

GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION

References

Title 10, United States Code, Section 2775, *Liability of Members Assigned to Military Members*
AFMAN 23-220, *Reports of Survey for Air Force Property*
AFPD 32-60, *Housing*
AFI 32-6001, *Family Housing Management*
AFI 32-6002, *Family Housing/Planning, Programming, Design, and Construction*
AFH 32-6009, *Housing Handbook*
AFI 32-9001, *Acquisition of Real Property*
AFI 32-9005, *Real Property Accountability and Reporting*
AFJI 32-9006, *Army and Air Force Basic Real Estate Agreements*
AFMAN 37-139, *Records Disposition Schedule*
AFI 65-601, Volume 1, *Budget Guidance and Procedures*

Abbreviations and Acronyms

AFO—accounting and finance office
★BAH—basic allowance for housing
COE—US Army Corps of Engineers
DC—deposit cost
DFAS—Defense Finance and Accounting System
GLFQ—government-leased family quarters
HHG—household goods
HQ AFRS—Headquarters Air Force Recruiting Service
HQ AFOATS—Headquarters Air Force Officer Accession and Training Schools
LC—lease cost
LFQ—leased family quarters
LQEC—leased quarters eligibility cost
★MMOPE—maximum out-of-pocket expense
O&M—operations and maintenance
TLC—total lease cost
USC—utility and service cost

Terms

Acceptable travel time—One hour or less commute time during normal commute traffic from quarters to duty location or duty location to quarters.

★Accompanied personnel—Military personnel eligible for BAH at the with-dependents rate and accompanied by dependents.

Adequate leased quarters—Quarters that meet Air Force guidelines for size and quality and are commensurate with the member's grade. These quarters contain normal accommodations to satisfy reasonable living needs of the individual who will reside in it, are located within acceptable travel time,

and are within prescribed monetary leasing limits. This includes apartments, townhouses, condominiums, modular homes, and single-family homes, Mobile homes are considered inadequate. **NOTE:** All DoD housing is considered "adequate" unless it was deemed substandard by the respective service department in 1973.

Commander—AFRS squadron commander or AFROTC detachment commander.

Designated representative—Person designated to manage and administer the program by the commander.

Drayage—The movement of household goods.

★**High-cost leases**—TLC is greater than \$12,000 (adjusted annually), but less than high-cost lease threshold. The high-cost lease threshold is based on inflation and will be published annually. HQ AETC/CEP is the approval authority for high-cost leases.

★**High-cost lease threshold**—Statutory limit (\$14,000) for high-cost leases is determined annually based on inflation.

Lease point—Authorization from the Air Staff to lease quarters.

★**Leased quarters eligibility cost (LQEC)**—Monthly dollar cost (varying by grade and location) that determines each member's eligibility for participation in the program. The LQEC is established by adding the member's BAH and the maximum out-of-pocket cost (adjusted annually). If adequate suitable quarters (including utilities and services) are not available at or below the LQEC, the member may apply for leased accompanied quarters. If both members are active duty, LQEC will be based on the highest ranking member's grade.

For example: Staff Sergeant drawing BAH at the with-dependent rate:

BAH (note 1)	\$1,080.00
MMOPE	<u>174.00</u>
LQEC (note 2)	\$1,254.00

NOTES:

★1. Inflation of BAH Rates. When calculating the LQEC, use current BAH rates. If rates change after application but before acquisition, recalculate LQEC before the lease is awarded.

★2. Promotions. If the member has been selected for promotion, the BAH rates for the higher grade will be used to determine LQEC.

★**Maximum monthly out-of-pocket expense (MMOPE)**—Maximum funds, above BAH, member should be expected to pay for rent and utilities. Amount will be adjusted annually by HQ USAF/ILEH.

Member—An AFRS or AFROTC person who meets the qualifications of "accompanied personnel."

★**Normal leases**—TLC at or below \$12,000 (adjusted annually). HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable) is the approval authority.

Quarters—A place of residence: apartment, townhouse, condominium, modular home, single-family home, etc.

Utilities and services—Allowable utility and service costs include electricity, gas, water, sewage, and trash collection. In no case will lease provisions provide for parking, cleaning, maid, laundry, telephone, and television cable services.

Total lease cost (TLC)—Calculated by adding lease costs (LC) to allowable utility and services costs (USC) plus required deposit costs (DC), if needed. The equation would be: $TLC = LC + USC + DC$. The TLC determines whether a normal lease allocation or a high-cost lease allocation is required.

Unit—The organization making the request for lease action--squadrons for AFRS and detachments for AFROTC.

★SAMPLE OF COMMANDER'S CHECKLIST FOR GLFQ ELIGIBILITY

- ___ Verify no military installation, with family housing or a family housing leasing program, is located within a 1-hour commute of members duty location.
- ___ Ensure sufficient lease points and adequate funding are available.
- ___ Verify bedroom/size requirements for member's LFQ requests according to AFI 32-6002.
- ___ Calculate leased quarters eligibility costs (LQEC). (LQEC = BAH + MMOPE)
- ___ Contact local rental associations, etc., to verify housing rentals cost (quarters and estimated monthly utilities). Submit lease request only if estimates exceed LQEC.
- ___ Verify member is eligible for GLFQ in accordance with paragraph 2.
- ___ Ensure members are briefed on their responsibilities regarding GLFQ leases.
- ___ Ensure BAH is stopped on the date quarters were available for and assigned to the member.
- ___ Monitor monthly utility and services costs (when not included in lease) to ensure rent plus utilities and services does not exceed approved annual or high-cost lease limits.
- ___ Notify HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable) and COE of any problems or disagreements between the member and lessor.
- ___ Notify HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable) at least 90 days prior to the lease renewal or termination date or member's request to vacate.

★SAMPLE OF MEMBER'S STATEMENT OF UNDERSTANDING

INSTRUCTIONS: File the following statement with the application for leased quarters:

1. I understand the final determination for the acquisition of quarters rests with the supporting US Army Corps of Engineers (COE) district engineer in accordance with DoD policies, the AETC leased family quarters instruction (AETCI 32-6003), cost criteria, and adequacy standards. A lease consummated by an individual on his or her own behalf is neither binding on or a commitment by the government. Only the COE district engineer's representative can negotiate and execute a lease between the government and a landlord.

2. I further understand:

a. I have no option to decline assignment to a vacant leased quarters currently under lease and located within the acceptable travel distance or to decline assignment to quarters negotiated by the COE in response to a request submitted by me.

b. I should anticipate a delay from the time I initiate a request until the COE district engineer is able to execute a lease and make it available for assignment.

c. I am responsible to notify my commander if my BAH is not terminated when government quarters are occupied.

d. Once assigned to government quarters, I will be required to remain in those quarters until any of the following occurs:

- (1) The lease terminates under its own terms.
- (2) I become ineligible for leased quarters under the AETCI 32-6003.
- (3) I am reassigned out of the area.
- (4) I am directed to move because of government necessity.
- (5) The lease is terminated for the convenience of the government.
- (6) I receive approval for retirement or separation.

e. I will be responsible for such routine housekeeping and maintenance of grounds as would be expected of a tenant in onbase quarters.

f. For maintenance and servicing of equipment and furnishings, I will notify the lessor.

g. I will permit responsible supervisor, commander, detachment commander, HQ AFROTC commander, HQ AFRS/RSSL or HQ AFOATS/XPA (as applicable), lessor or representative, and or COE district personnel to inspect leased quarters as required.

h. I will not permit occupancy of quarters assigned to me by anyone except myself and my dependents. I understand a violation of this principle is sufficient cause for the commander to withdraw the leasing privilege.

i. I will notify the commander in writing at least 90 days prior to the date desired for vacating the quarters. If my notification is less than 150 days, I will notify the commander as soon as possible.

j. I will immediately notify my commander in writing of any change in dependency status that would result in a change in eligibility for my continued occupancy of the leased quarters.

k. I will accept quarters leased by the COE.

l. When I vacate, I will ensure my quarters are cleaned to meet the conditions of the lease agreement.

m. I may be held pecuniarily liable to reimburse the government for damage to leased quarters and to any government furniture and furnishings resulting from negligence or willful acts in accordance with AFI 23-220.

n. I understand the decision to have pets is a personal decision, but the COE may select quarters that do not allow pets. I further understand if I refuse quarters selected by the COE, I will be ineligible for the lease program.

o. I understand the Air Force is not and will not be responsible for any damages caused by pets.

(Signature of commander or designated representative)

(Signature of service member)

(Typed name and grade)

(Typed name and grade)

(Date of signature)

(Date of signature)

SAMPLE OF MEMBER'S RESPONSIBILITIES CHECKLIST

- ___ Before signing a rental agreement in the local community when the cost exceeds your LQEC, contact your squadron or detachment about the availability of government-leased family quarters (GLFQ).
- ___ If your spouse is pregnant, provide a physician's statement with the lease request.
- ___ If additional persons (for example, mother or father) are "bona fide" dependents, provide proper documentation or an affidavit attesting to the fact.
- ___ Inform your commander of any change in your martial status that would render you ineligible for GLFQ.
- ___ Inform your commander if your dependents no longer reside with you or if you no longer reside with your dependents.
- ___ Do not communicate or negotiate any leasing actions with prospective lessor on behalf of the government.
- ___ Assume no direct obligations to a lessor or prospective lessor.
- ___ Fulfill legal and moral obligations and administrative requirements usually imposed on members occupying government quarters and other responsibilities specified in the lease.
- ___ Occupy assigned quarters in a manner that fosters a favorable public attitude toward the GLFQ program.
- ___ Report all maintenance and repair requirements (including emergencies) to the lessor. Repairs not made should be reported to the commander.
- ___ Permit your supervisor, commander, HQ AFRS/RSSL or HQ AFOATS (as applicable), lessor or representative, and or COE district personnel to inspect your leased quarters as required.
- ___ Conserve energy while using utilities.
- ___ Notify the squadron 90 days prior to your estimated termination date or request to vacate.

★FORMAT FOR REQUESTING LEASED QUARTERS

NOTE: This document contains sensitive information protected by the Privacy Act of 1974. Do not transmit this document, or any portions thereof that contain Privacy Act information, over unsecured networks and or telephone lines, unless appropriate protection is used.

MEMORANDUM FOR: (HQ AFRS/RSSL or HQ AFOATS/XPA)

FROM: (AFRS or AFROTC) Unit Commander (3-Line Address)

SUBJECT: Request for Leased Family Quarters

1. This request for leased family quarters (LFQ) is for (member's name), (social security number), (office address or duty location).

2. The following information is provided in support of this LFQ request: (Information for paragraphs 2a and b is provided by the member; information for paragraphs 2c and 3 are provided by the squadron.)

a. Member's Statement of Understanding (attachment 1).

b. Member's information:

- (1) Date arrived/projected to arrive at duty station: _____
- (2) Desired effective lease date: _____
- (3) Projected tour completion date: _____
- (4) Squadron/Detachment and office symbol: _____
- (5) Grade: _____
- (6) Number of dependents residing in domicile (including spouse): _____

<u>Gender</u>	<u>Age of dependents</u> (see notes 1 and 2)
_____	Spouse
_____	_____
_____	_____
_____	_____

NOTES:

- 1. A physician's statement is required to confirm pregnancy.
- 2. Dependency of a parent on the member is determined on the basis of an affidavit submitted by the parent.

(7) Area or quarters you wish to have considered within 1-hour driving time during normal commute traffic of duty station. (Include the addresses of the quarters you wish to have considered here.) This information is optional.

(8) Current private rental quarters data (if applicable):

- (a) Address (include zip code) : _____
- (b) Property owner (include address and phone number) : _____
- (c) Property agent (include address and phone number) : _____
- (d) Physical description of property: _____
- (e) Number of bedrooms: _____
- (f) Basement yes no
 finished unfinished

(g) Utilities and services provided by lessor:

- electricity water/sewage heat
- air-conditioning trash collection other (_____)

- (h) Gross square footage (include basement if finished): _____
- (i) Smoke detectors: yes no
- (j) Monthly rental: \$ _____
- (k) Estimated monthly utility cost (if not included in rent): \$ _____ (*Attach supporting documentation.*)

c. Squadron information:

(1) Member's leased quarters eligibility cost (LQEC):

BAH \$ _____ + MMOPE \$ _____ = \$ _____

(2) Military installation , with family housing or a family housing lease program, nearest the duty location:

- (a) Installation name: _____
- (b) Miles from recruiter's office: _____
- (c) Driving time during normal commute traffic from recruiter's office: _____ (one way)

3. I certify:

- a. Installation, with family housing or a family housing lease program, is not located within a 1-hour commute during normal commute traffic.
- b. Adequate private quarters are not available costing less than the above LQEC.
- c. Estimated rental cost does not exceed the rental cost of other adequate quarters within a 1-hour commute during normal commute traffic.
- d. Requester understands if he or she rents or occupies the quarters before consummation of lease by the US Army Corps of Engineers (COE), it is done at his or her own risk.

Unit Commander's signature

Attachment:

Member's Statement of Understanding

★SAMPLE REQUEST FOR LEASE ACQUISITION

MEMORANDUM FOR US ARMY CORPS OF ENGINEER (*COE District*) (Date)

FROM: (*HQ AFRS/RSSL or HQ AFOATS/XPA [as applicable]*)

SUBJECT: Request for Leased Family Quarters

1. References:

AFI 32-6001, *Family Housing Management*
AFI 32-6002, *Family Housing, Programming, Design, and Construction*
AFI 32-6009, *Housing Handbook*
AFI 32-9001, *Acquisition of Real Property*
AFJI 32-9006, *Army and Air Force Basic Real Estate Agreements*
AETCI 32-6003, *Government-Leased Family Quarters (GLFQ) Program*

2. Please survey the residential rental market within a 1-hour commute (one way) of our office located at (*complete address of duty location*). First, validate there is not a military installation, with housing or a family housing leasing program, within a 1-hour commute of this location. If a military installation, with housing or a leasing program, is located within this area, discontinue leasing actions. Commute time is determined by driving from the entrance to family housing to the duty location at the posted speed limits (traffic permitting) during normal commute traffic. If the base has a leasing program, commute time is measured from wing headquarters. Second, validate adequate (*number*) bedroom quarters with a total lease cost below (*number*) is not available within the commute area within the 30 days.

3. Member is authorized a (*number*) bedroom unit with a maximum of (*number*) net square feet. Net square feet is the total number of square feet of the floor space inside the exterior walls of a structure, excluding the floor area of an unfinished basement, an unfinished attic, a utility space, a garage, a carport, an open or insect-screened porch, a stairwell, and any space used for solar energy system. Generally, net square footage is about 15% less than gross square footage.

4. Please survey the complete area for the least expensive adequate (*number*) bedroom unit available within the next 30 days. Only quarters meeting DoD standards will be considered adequate. This includes apartments, townhouses, condominiums, modular homes, duplexes, multiplexes, and single-family homes. Mobile homes are not considered adequate. This survey should identify at least three available units. After you survey a sufficient number of rental candidates, choose the best candidate for the Air Force and perform a rental determination to ensure we will not exceed market value. Identify, by written analysis, the most cost-effective candidate for the government. Certify on letterhead that less expensive adequate housing was not available within the next 30 days.

5. Recommend a lease period of 1 year with an option to renew annually. Attempt to obtain a 30-day cancellation clause in favor of the government; however, up to a 60-day clause may be negotiated, if necessary, to secure a lease. When possible, negotiate leases to include utilities and services. If utilities and services cannot be negotiated into the lease, enter into an agreement or contact with a separate service provider, ensuring the effective dates of the lease and contract are the same.

6. If the total lease cost (TLC) is less than (*number*) or greater than (*number*) (current high cost threshold) the property is not eligible for this lease program. If the selected unit's TLC is between these limits send copies of the survey, certification that less expensive adequate housing was not available (letterhead), proposed lease, lease cost, and utility cost (if separate from the lease) to (HQ AFRS/RSSL OR HQ AFOATS/XPS [as applicable]).

7. We will coordinate with HQ AETC/CEP and notify you of the approval or disapproval within 30 days. If you have any questions, please call Mr Joe Green at DSN 123-3456 or commercial (222) 234-3456. His fax number is DSN 123-2345 or commercial (222) 234-2345, and his e-mail address is joe.green@somebase.af.mil.

Commander's signature

Attachments:

1. Member's Statement of Understanding
2. Lease Prospect

**★FORMAT FOR QUARTERLY ACTIVE LEASE REPORTS
(ACTIVE LEASES) RCS: AETC-CEP(AR) 9801**

Fiscal Year: _____

Quarter Year: _____

OPR: (circle one) AFRS AFOATS

Member's Name:

Member's Grade:

Lease Number:

Street Address:

City:

State:

Zip Code:

Annual LQEC:

Annual Lease Cost:

Annual Utility Cost:

Total Annual Lease Cost:

Lease Effective Date:

Current: