



## DEPARTMENT OF THE NAVY

COMMANDER FLEET ACTIVITIES  
SASEBO, JAPAN  
PSC 476 BOX 1  
FPO AP 96322-0001

COMFLEACTSASEBOINST 11101.12A  
N93  
15 Mar 2018

### COMFLEACT SASEBO INSTRUCTION 11101.12A

From: Commander, Fleet Activities Sasebo

Subj: MILITARY FAMILY HOUSING POLICY

Ref: (a) CNFJINST 11101.12R  
(b) DoDM 4165.63 CH-1 Department of Defense Housing Management 29 December 2017  
(c) CNICINST 11103.5 CH-1  
(d) OUSD memo of 21 Nov 2008  
(e) USFJ ltr of 23 Mar 2012  
(f) Joint Travel Regulations  
(g) DoD Instruction 1400.25 of 23 February 2012  
(h) CNICINST 11103.3B CH-2  
(i) CNFJINST 7220.1U  
(j) CNICINST 11103.1  
(k) RHROINST 12592  
(l) CNICINST 11103.12  
(m) CNICINST 1752.1  
(n) CNICINST 11103.6B  
(o) CNFJINST 4060.6N  
(p) CNICINST 11103.4A  
(q) CNICINST 11103.7A  
(r) CFAS Military Family Housing Resident Handbook

Encl: (1) General Policies  
(2) Assignments  
(3) Terminations  
(4) Conditions of Residency Agreement  
(5) Bedroom Eligibility at Time of Assignment  
(6) Billeted, Major Command, Post Major Command, Key and Essential Listing

1. Purpose. To provide installation Military Family Housing (MFH) policy at Commander, Fleet Activities (COMFLEACT) Sasebo, Japan.

2. Cancellation. CFASINST 11101.12, CH-2.

3. Reference. Reference (a) is Commander, Naval Forces Japan (CNFJ) and Commander, Navy Region Japan (CNRJ) Navy-managed MFH assignment policy. Reference (b) is the Department of Defense (DoD) Housing Management Manual. Reference (c) publishes MFH policy for housing managed by the U.S. Navy. Reference (d) authorizes DoD involuntary assignment to

MFH. Reference (e) discusses the spirit and intent of MFH occupancy for housing constructed by the Government of Japan (GOJ) Facilities Improvement Program (FIP). References (f) and (g) provide guidance related to entitlements when suitable government housing is not available to authorized personnel. Reference (h) provides assignment guidance for Key and Essential (K&E) personnel. Reference (i) provides policy regarding Temporary Lodging Allowances (TLA) for personnel assigned in Japan. Reference (j) promulgates Housing Referral Service (HRS) policy. Reference (k) is the Overseas Allowance Program for DoD civilian employees. Reference (l) is the Intra-Station Move (IM) policy. Reference (m) prohibits sex offender access and assignment to MFH. Reference (n) is the Navy Furnishing Program. Reference (o) promulgates Continued Logistic Support policy for CNFJ/CNRJ installations. Reference (p) is the responsibility for housing programs in the Navy. Reference (q) is the Navy housing roles and responsibilities for program management and finance. Reference (r) is the CFAS Military Family Housing Resident Handbook, which outlines rules and resident responsibilities.

4. Scope. This instruction applies to all personnel authorized use of MFH at COMFLEACT Sasebo.

5. Policy. Per reference (a) and (d), an involuntary assignment policy is in effect for all Navy-managed MFH in Japan. Family housing occupancy will be maintained at a minimum of 90% of the available MFH inventory. To achieve this mandated occupancy level, the following practices will be applied at COMFLEACT Sasebo.

a. General

(1) The COMFLEACT Sasebo Commanding Officer is the Housing Authority (HA) for all MFH under his or her Area of Responsibility (AOR), and is responsible for the housing programs with broad authority to decide the best use of resources to provide access to housing for eligible personnel and their families.

(2) Involuntary assignment is hereby directed to COMFLEACT Sasebo controlled MFH for all newly reporting military and civilian personnel on or after 01 July 2013.

(3) DoD civilians, Non-Appropriated Fund (NAF) employees, and Non-DoD civilians (Red Cross, United Services Organization, etc.) on a formal transportation agreement with one or more family members may apply for assignment to MFH, but will primarily rely on surrounding civilian communities for housing support. Installations may assign up to 10% of their Government-owned MFH assets to accompanied civilian employees. All NAF civilian personnel will pay the fair market rental rate for an individual unit, which includes the rental cost plus utilities and services cost. Personnel desiring to voluntarily accept MFH will forfeit their Living Quarters Allowance (LQA) while residing in government-owned housing. Civilian families who voluntarily apply for MFH will follow all rules and regulations within reference (r). To avoid house-shopping, civilian families will not be able to apply for MFH then decline the adequate housing based upon personal preference. Once a family applies for MFH, they will follow the same policies established on the installation for military members.

(4) Housing assignment and termination policies are developed from a wide range of guidelines. The intent of this local policy is not to duplicate upper echelon instructions and

policies, but to address, clarify and promulgate local MFH assignment policies for all units and supported commands at COMFLEACT Sasebo.

(5) Personnel will not be involuntarily assigned to housing at less than the assignment criteria of their paygrade or family composition except when there is a military necessity.

b. Core assignment policies

(1) Not allow discrimination based on race, color, religion, national origin, gender, familial status, disability or age.

(2) Ensure assignments are completed as quickly as possible to realize maximum benefit to MFH and to minimize costs attributable to change of occupancy (more attributable to temporary lodging allowance or temporary quarter's subsistence allowance).

(3) Provide accurate information to housing applicant concerning quarter's availability, waiting times and other relevant assignment information.

6. Adequate Public Quarters. The Secretary of the Navy has designated all MFH under the management control of CNFJ and CNRJ as adequate public quarters.

7. Eligibility. Eligibility for MFH does not ensure availability or assignment to MFH.

a. All military personnel completing an accompanied tour with bona fide family members are eligible for MFH. Bona fide family members are those who have received dependency status, command sponsorship approval, and will reside with the sponsor for nine consecutive months or more each year during the sponsor's tour.

b. All military personnel with newly acquired family members and/or non-command sponsored family members who will reside with their sponsor for nine consecutive months or more each year during the sponsor's tour may apply for MFH. Families in this category will be processed for MFH assignment once a complete application package is submitted to Housing Service Center (HSC). Personnel awaiting family member(s) command sponsorship approval or waiver will be placed on an inactive wait list until command sponsorship or CNFJ waiver is granted to reside in MFH.

c. All DoD appropriated fund civilian employees of the U.S. Forces (Article I of the Status of Forces Agreement) on transportation agreements, eligible for LQA and accompanied with bona fide family members with command sponsorship approval who will reside with the sponsor for nine consecutive months or more each year during the sponsor's tour are eligible for MFH. Assignments to MFH will be terminated after five consecutive years, unless the Installation Commanding Officer (ICO) determines it is in the best interest of the government to extend occupancy. Such decisions will be documented and kept on file for a minimum of three years.

d. Other civilian government employees and American Red Cross personnel in grade American Red Cross 34 or higher and accompanied with bona fide family members with

command sponsorship that will reside with the sponsor for nine consecutive months or more each year during the sponsor's tour, are eligible for MFH.

e. NAF personnel accompanied with bona fide family members with command sponsorship approval who will reside with the sponsor for nine consecutive months or more each year during the sponsor's tour and on a transportation agreement are eligible for assignment to MFH. Assignments to MFH will be terminated after five consecutive years unless the ICO determines it is in the best interest of the government to extend occupancy. Such decisions will be documented and kept on file for a minimum of three years. The HSC will determine eligibility for MFH for NAF personnel who are on transportation agreements based on equivalency in pay grade as listed in Table-1 of reference (b), and equivalency certification from the employer's management authority. Non-appropriated personnel will pay the established rental and utility rates for MFH.

f. DoD sponsored civilian personnel (i.e. contractor) accompanied with bona fide family members who will reside with the sponsor for nine consecutive months or more each year during the sponsor's tour and command sponsored may be provided MFH when surplus assets are available or under special priority situations as determined by the HA per references (a) through (c). Contract personnel will pay the established rental and utility rates for MFH. Assignments to MFH will be terminated after five consecutive years unless the ICO determines it is in the best interest of the government to extend occupancy. Such decisions will be documented and placed on file for a minimum of three years.

g. When two family members are members of DoD and have no other bona fide family members and are not stationed at the same or adjacent installations within the same geographic area (one hour commute), they are not eligible for assignment to MFH; however, they would become eligible for assignment upon official notification of co-location.

h. Active duty single parent. An individual service member serving an accompanied tour who is unmarried, divorced, separated or widowed and is accompanied by bona fide family members with command sponsorship who will reside with the sponsor for nine consecutive months or more each year during the sponsor's tour is eligible for MFH. Divorced or separated members must have legal and physical custody of bona fide family members for at least nine consecutive months or more each year during the sponsor's tour. A single parent who requires a live-in childcare provider must submit a written request to the HSC. Requests will only be approved in cases involving service members attached to afloat commands or those with very unusual work hours, which would render routine child care impractical, or in other unique circumstances. Written requests will be submitted via the service member's Commanding Officer. Enclosure (1), paragraph 13, "Live-in Housekeeper/Nanny" provides further information on requirements.

i. Single, pregnant service member. Unmarried, pregnant service members may apply and be placed on the waiting list for MFH upon certification of pregnancy, but will not be assigned MFH prior to the birth of the child. The housing application control date will be the date the housing application and physician pregnancy certification are received. Offer of assignment to MFH will not be made until a birth certificate is received or a waiver granted by the HA to reside in MFH prior to birth has been received by the HSC.

8. Procedures. Enclosures (1) through (6) outline the procedures and details of the COMFLEACT Sasebo MFH Assignment Policy.

9. Waivers. Waivers to housing program policy and requirements contained herein and higher echelon directives will normally not be granted. Waivers to processes and policies will only be considered for the most compelling mission essential or extreme hardship reasons, and will generally not be granted solely to benefit an individual's billet title or rank. A hardship is a unique and unusual circumstance beyond the member's control that, in the HA's judgment, imposes an extraordinary burden on a member not normally encountered by other members of similar grade at the installation. Submission of a waiver request does not necessarily delay the normal process and the requester will be prepared for the HA's final decision. The following additional information is provided concerning waivers:

a. Waivers granted may not violate any provision of U.S. Law or Executive Order.

b. Waiver requests will be endorsed by the originator's command using official letterhead stationery, and signed by the activity's Commanding Officer. Requests signed "By direction" will be returned without action being taken. Waiver requests will be addressed to Commander, Fleet Activities Sasebo (Via: Director, Sasebo Housing Services Center).

c. Waivers submitted due to medical reasons will only be considered in the most exceptional circumstance(s) and, if granted, will normally be authorized at no cost to the government (member's own expense). Requests due to medical reasons must contain, as an enclosure, an endorsement signed by Officer in Charge, Naval Branch Health Clinic Sasebo ("By direction" is not acceptable) that substantiates why relocation to a specific area or type of MFH is medically warranted.

10. Action. All COMFLEACT Sasebo departments and supported/tenant commands will ensure compliance. Housing assignments made before the effective date of Involuntary Housing Assignment policy will continue to honor the assignment process in effect when made.

11. Records Management. Records created as a result of this instruction, regardless of media and format, must be managed per Secretary of the Navy Manual 5210.1.

12. Review and Effective Date. Per OPNAVINST 5215.17A, N93 will review this instruction annually on the anniversary of its effective date to ensure applicability, currency, and consistency with Federal, DoD, SECNAV, and Navy policy and statutory authority using OPNAV 5215/40 Review of Instruction. This instruction will automatically expire five years after its issuance date unless reissued or canceled prior to the five year anniversary date, or an extension has been granted.

  
B. L. STALLINGS

**Releasability and distribution:**

This instruction is cleared for public release and is available electronically only via G2 Web site, <https://g2.cnic.navy.mil/tscnrj/CFASASEBOJA/N00/CA/CFA%20Sasebo%20Instructions/Forms/INSTView.aspx>

**General Policies**

1. Housing Referral Service (HRS).

a. HRS covers both MFH and local off-base housing.

b. HRS for off-base housing is provided to accompanied and unaccompanied personnel.

(1) Accompanied personnel will be assigned to MFH and provided off-base HRS if MFH is not available.

(2) Unaccompanied personnel in certain pay grades may require command approval, unaccompanied housing's certificate of non-availability, and other documents per reference (c) prior to obtaining off-base HRS.

c. Sign-up and attendance of the COMFLEACT Sasebo Housing Brief is a requirement upon arrival in Sasebo in order to obtain HRS.

d. References (j) and (k) require both military and DoD civilians eligible for Overseas Housing Allowance (OHA)/Living Quarters Allowance (LQA) to register and approve all leases through the HSC in order to receive OHA/LQA.

e. Maximum off-base lease ceiling will be set by the Housing Director not to exceed the current OHA rental rate for an O-6 with dependents assigned to Sasebo, Japan (DoD Area Code JP035) allowance table. This ceiling is established to prevent hardship and excessive out-of-pocket cost for service members and families in an unpredictable dollar-to-yen exchange rate, and possible fluctuations of OHA rent and utility allowances.

f. A HSC inspector and Personal Property Shipment Office (PPSO) representative will inspect all off-base housing units prior to listing, lease signing and occupancy. This will ensure compliance with local fire code, safety, privacy, accessibility, location, distance and average commute time, structural soundness, and reasonable lease price in comparison with similar size units in the area. This action also ensures access and ability to deliver/pick-up House Hold Goods (HHG) shipments. The Housing Director, based on emerging housing policies and situations, may set other emergent criteria. The HSC reserves the right to refuse listing of properties that do not meet these criteria.

g. HSC will provide pre-approved and pre-inspected homes and apartments that are available in the local housing market for viewing and possible leasing by accompanied and unaccompanied personnel.

h. Loaner furniture may be provided to MFH residents while waiting for their HHG arrival and delivery. Temporary and whole tour loaner furniture support may be provided to off-base leases negotiated through the HSC. Reference (n) provides detailed policy. COMFLEACT Sasebo loaner furniture program to support single Sailor and accompanied personnel in off-base leases will include Direct to Home (DTH) decoders and satellite dishes to view Armed Forces Network (AFN) programming. DTH program serves as an emergency communication/advisory to

residents residing in the local community. Due to limited quantities of DTH equipment and program funding, personnel may be put on a DTH waiting list if items are not available for issue.

i. Off-base rent/lease prices will be based on the local market conditions and not driven by OHA or LQA entitlements ceiling.

2. Department of Defense (DoD) civilians, NAF employees, DoD and Non-DoD civilians with transportation agreement may apply for assignment to MFH, but will primarily rely on surrounding civilian communities for housing support.

3. Waiting lists are based on sponsor's control date, pay grade and family composition.

a. Separate MFH waiting lists will be maintained for the following groups:

(1) Enlisted (EN) (E1-E9)

(2) Officers (OF) (O1-O5)

(3) Senior Officers (SO) (O6 and above)

(4) Civilians (GS07 and above)

b. Policy and procedure for interim transition/consolidation of MFH waiting list will comply with requirements of reference (a).

4. Failure to accept valid MFH offer and assignment may affect entitlements to OHA or LQA.

5. Involuntary assignment is directed to COMFLEACT Sasebo controlled MFH for all military personnel serving accompanied tours.

a. Applies to all military personnel serviced by the HSC at COMFLEACT Sasebo and may affect civilians wanting MFH assignments.

b. Does not apply to Key and Essential personnel. Assignment policy to MFH for these personnel is outlined in enclosure (6) and this instruction.

c. MFH offers will be based on family composition and not pet requirements or location preference. Personnel will be allowed one offer of MFH. If the sponsor is drawing Temporary Lodging Allowance/Temporary Quarters Subsistence Allowance (TLA/TQSA) and declines the offer, their allowance will be forfeited in 30 days or on the availability date of the unit offered, whichever is later. Declining an offer of MFH may also result in the loss of OHA/LQA entitlements. Refusal of an offer of MFH will result in the application being cancelled, and prohibited from resubmitting MFH application until a 60-day period has elapsed from the declination date. A new MFH control date will be established based on the date of re-application.

d. All newly reporting personnel serving accompanied tours are required to submit a housing application for entry in the Enterprise Military Housing (EMH) database. Failure to submit



housing applications within 30 days of reporting date may jeopardize payment of TLA, TQSA, locally funded moves from off base to MFH, and control date assignment.

e. Personnel will not be involuntarily assigned to housing at less than the assignment criteria of their paygrade/family composition except when there is a military necessity.

## 6. Pets

a. As a general policy, all personnel with PCS orders to COMFLEACT Sasebo are discouraged from bringing their pet(s) until suitable housing has been secured due to the involuntary MFH assignment policy.

b. Bringing pets will seriously interfere with finding a place to live, both on and off base.

c. Personnel planning to bring their pets should communicate with the COMFLEACT Sasebo HSC in writing upon receipt of Dependent Entry Approval or at the earliest possible opportunity.

d. Dogs are authorized in all MFH townhouse and garden apartment units at COMFLEACT Sasebo; however, the garden apartment on second floor units do not have a yard. Dogs are allowed in all first and second floor tower units. Dogs are prohibited from using the elevators in the towers. Up to two cats are permitted in all units.

e. No more than two pets are allowed in MFH: two dogs, or two cats, or one dog and one cat.

f. All non-domestic animals are prohibited in MFH. This includes, but not limited to: snakes, lizards, pot belly pigs, rabbits, chinchillas, chickens, ducks, ferrets, monkeys, reptiles and tarantulas.

g. Raising animals of any type, including birds and fish, for commercial purposes is prohibited.

h. Pet owners will be held personally and financially responsible for the care of their pets, cleanliness of their MFH and any damage caused by their pet throughout the entire COMFLEACT Sasebo housing community. Pet owners who fail to clean-up after their pets will receive one warning. A second failure could result in the loss of pet privileges for the remainder of their tour in Sasebo or eventual removal from MFH and potential loss of OHA/LQA.

i. Pet ownership at COMFLEACT Sasebo MFH is a conditional privilege.

## 7. TLA/TQSA

a. References (f) and (i) are the primary guidelines for TLA. COMFLEACT Sasebo HSC will ensure economical management and compliance with applicable regulations and policies. DoD civilians under a transportation agreement and entitled to TQSA will be managed in coordination with their servicing Human Resources Office (HRO) using the Department of State Standardized Regulations (DSSR).

b. All newly reporting military and civilian personnel under accompanied PCS/travel orders are required to make an appointment with COMFLEACT Sasebo HSC, attend the mandatory Housing Brief, and submit a housing application with supporting documents in order to draw TLA/TQSA.

c. The sponsor will be notified in writing and the TLA entitlements will cease thirty (30) days after notification of MFH availability or unit move-in date, whichever is later.

#### 8. Major Command/Post Major Command Quarters and Key and Essential (K&E) Personnel

a. Installation Command Quarters (ICQ) are billeted per reference (h).

b. Afloat Commanding Officers (CO) and Afloat Executive Officers (XO) with "Fleet-Up" billet to CO will be offered MFH at Main Base to the maximum extent possible regardless of type.

c. All other K&Es will be offered the first available MFH regardless of location or type.

#### 9. Loaner Furnishings

a. Where authorized and executing a Household Goods (HHG) movement, temporary and whole tour loaner furnishing support will be provided to MFH residents and off-base leases negotiated through the HSC. Reference (n) provides detailed policy.

b. Temporary and whole tour loaner furnishing support will not be provided to personnel who are not authorized OHA/LQA, who have leased a rental unit on their own, or who have leased a unit not approved by the HSC. Personnel who continue to live in leased units, but are no longer entitled to OHA/LQA, must promptly make arrangements to return these items to HSC.

c. Loaner furnishing will be provided to both single and accompanied personnel, but will be kept separate as far as funding, management, warehousing and accounting is concerned.

d. Charges may be levied for damages to loaner furnishing, or failure to be present on scheduled delivery or pick-up dates. Charges for damages are determined by estimated cost to replace or repair with consideration to the age of items. Charges for failure to be present during scheduled deliveries or pickups will be determined based on contractor cost.

#### 10. Intra-Station Moves (IM)

a. Per reference (l), a local IM move may be funded, provided that a member with family (arrived with sponsor or will arrive at a later date) reported to HSC within 30 days of the member's arrival date (not the family's arrival date), and has not already refused an offer of MFH.

b. Members not initially qualified for MFH or members who reapply for MFH will not be authorized a government funded move. This includes civilians who were required to vacate MFH due to five-year occupancy rule and reapplied for MFH.

c. Department of Defense Educational Activity (DODEA) employees and teachers should consult with the Japan District Superintendent Office for similar local move funding and entitlements for DODEA staff.

11. Registered Sex Offenders. HSC will screen all MFH applicants by reviewing the "Sex Offender Policy Acknowledgement and Disclosure" form. Sex offenders are prohibited from accessing and occupying Navy owned housing. This does not apply to private off-base leases including Rental Partnership Program (RPP) units.

12. Housing Designation/Allocations

a. No more than 25 percent of adequate MFH assets will be designated for officers.

b. All civilian assignments will count against officer's assets.

c. Overall occupancy will take precedence over unit designation or allocations of MFH assets according to rank. Temporary re-designation of MFH in order to achieve higher occupancy may be utilized.

13. Live-in Housekeepers/Nannies

a. Live-in housekeepers/nannies may be authorized. Requests must be submitted in writing by the member to the ICO (Attn: N93) via their Commanding Officer.

b. Live-in housekeepers/nannies will be Japanese Nationals or legal residents of Japan with visas appropriate for working individuals. Full compliance with Japanese immigration laws is required. The individual must be in Japan on a working visa suitable for this employment. Medical care and return transportation must be confirmed in the employment contract, and there are minimum requirements for salary to be paid. Housekeepers/nannies are not permitted to pay the employer for shelter/accommodations in MFH. Housekeeping reasons by itself is not sufficient justification for a live-in housekeeper/nanny, and there must be childcare or medical care requirements combined with the member and spouse's demanding duty schedules that clearly support the need for a live-in housekeeper/nanny. In some cases, a request for an additional bedroom may be justified and should clearly be articulated in this type of request.

c. Request citing medical care requirements must be endorsed by the Officer-in-Charge, Sasebo Branch Clinic.

d. A guest in a tourist or visitor status is not authorized to be a live-in housekeeper/nanny.

e. A report from the local Japanese police department is required in order to determine past activities and/or possible criminal background.

14. Guests

a. Guests are permitted in MFH housing for the purpose of social visits. They are not intended for long-term childcare or house keeping. Guest(s) staying over 72 hours are required to request a "Guest Pass" via Security Department and approved by the HSC.

b. The same guest is allowed visitation rights totaling 90 days in a 365 day time period. Any stays over the combined 90-day period must be requested in writing from the member with full justification and documentation (if applicable) via their Commanding Officer and HSC for final approval by the HA (Base Commanding Officer).

c. No guest will be sponsored by another MFH resident for the same individual in the 365-day period when that individual has already resided in MFH in excess of 90 days as a guest.

d. The sponsor will be held both financially and personally responsible for the behavior of their guest(s) while at COMFLEACT Sasebo.

#### 15. Overseas Housing and Living Quarters Allowance

a. Member's OHA and DOD civilian's LQA will be terminated on the effective MFH occupancy date, and defined as when all of the following conditions are reasonably met:

(1) MFH is assigned and available for occupancy as determined by the HSC.

(2) The sponsor or a designated representative (with a power of attorney) has possession of keys to assigned unit.

b. Action by the sponsor or designated representative to delay effective occupancy of MFH will not result in corresponding delay of OHA or LQA termination date. Termination of OHA/LQA is based on possession and occupancy of MFH, and not based on arrival of HHG, lack of transportation, or clearance/cleaning of the rental unit being vacated.

c. Members applying for MFH who have personally owned/purchased a home in the local community and who are entitled to draw OHA/LQA must coordinate with their servicing Personnel Support Detachment (PSD)/HRO to verify eligibility prior to MFH assignment.

16. Reference (r) is provided to each MFH unit and delineates additional policies and occupant responsibility while occupying government housing at COMFLEACT Sasebo.

### Assignments

1. References (a) and (c) provide MFH assignment priorities.
2. Assignment Criteria. The following guidelines will be used in assigning personnel to MFH.
  - a. Installation Command Quarters (ICQ). The incumbent Installation Commanding Officer billet will be assigned to specific quarters set aside for the incumbent of that billet, and must be vacated when the occupant no longer fills that designation or position.
  - b. Reference (h) provides approved command/billet quarters, and key and essential designations for Japan. Reference (h) further provides procedures and requirements to request change to these designated listings. Enclosure (6) designates K&E for COMFLEACT Sasebo.
  - c. Key and Essential (K&E) Afloat Commanding Officers and "Fleet-Up" Executive Officers will be offered the first available home located on Main Base that meets their paygrade and bedroom eligibility. They may be offered a unit in Hario Village if available but the offer will not count against them, but if accepted, they will not be moved at a later date. All other incumbents of positions designated as K&E will be offered the first available home in their pay grade and bedroom eligibility upon their arrival, regardless of location or type/style. Incumbents of K&E positions are required to accept the first offer of MFH. Declining this offer will result in termination of TLA and loss of K&E status. The member will be removed from the waiting list. If member reapplies, his/her control date will be the date of application and will compete equally for his/her paygrade and bedroom requirement.
  - d. The ICO has the authority to approve "out of priority assignments" and MFH re-designations within their purview. Out of priority assignments based on military necessity or compelling personal reasons will be granted only in the most critical situations with documentation kept on file for a minimum of three years. Re-designations also include situations where offers of MFH do not coincide with his/her rank or pay band. Each instance will be documented by the HSC and kept on file for a minimum of three years. Requests with medical considerations must include an endorsement by the Officer in Charge, Naval Branch Health Clinic Sasebo, stating that the assignment to MFH is necessary. These requests will be considered only when the medical condition did not exist prior to the sponsor/family member's arrival in Japan. Documentation will be kept on file for a minimum of three years.
3. Bedroom Eligibility
  - a. Due to the limited four bedroom inventory in MFH, the HSC is not required to meet the minimum four bedroom requirement provisions for officers in pay grade O-6 and senior, including equivalent civilian employees per reference (c).
  - b. Assignments to MFH are made on a one child per bedroom basis. A sponsor may elect to be placed on a MFH waiting list that is one bedroom less than their bedroom requirement, provided such MFH exists within the category of MFH for which member is eligible and family composition is such that the lesser accommodations are acceptable. If the sponsor elects this option 31 days or more after initial MFH application, to accept lesser accommodations, the new

control date for placement on the waiting list will be the date of the new request. Personnel accepting assignment to MFH less than their bedroom eligibility will not be permitted to re-apply for larger MFH at a later date, unless there is either a change to their original family composition or promoted, which would result in an increase to their bedroom eligibility.

c. Should pregnancy occur while on the waiting list and a change in bedroom eligibility results, certification of pregnancy must be submitted to the HSC. The sponsor may elect to transfer to the larger bedroom category waiting list with the understanding that if the family is residing in the civilian community, the family will be offered MFH once the sponsor's name has reached the number one position on the waiting list.

d. Field Grade Officers (O4-O5) and Senior Enlisted (E7-E9) personnel are entitled to three bedrooms as a minimum. Chief Warrant Officers (W1-W5), Limited Duty Officers (LDO) and those who received their commissions via other programs (e.g., Enlisted Commissioning Program), and who had a minimum of nine years enlisted active service at the time of commissioning (01E-03E), are eligible for assignment to a three-bedroom unit as a minimum.

#### 4. Application for MFH

a. Application packages for MFH (DD Form 1746) may be submitted by mail, fax, e-mail or in person to the HSC.

b. Active Duty application package consists of the following:

- (1) DD Form 1746 (application for assignment to housing).
- (2) CNIC 11103/1 "Sex Offender Policy Acknowledgement and Disclosure" form.
- (3) PCS orders.
- (4) Dependency Application/Record of Emergency Data (Page 2).
- (5) Family member entry approval message or command sponsorship approval letter.
- (6) Detaching endorsement from the last permanent duty station.

c. Civilian application package consists of the following:

- (1) DD Form 1746 (application for assignment to housing)
- (2) CNIC 11103/1 "Sex Offender Policy Acknowledgement and Disclosure" form.
- (3) Transportation agreement.
- (4) Travel orders.
- (5) Notification of Personnel Action (SF-50).

(6) Letter of equivalency for NAF and DODEA employees.

d. Applications may be submitted at any time following receipt of PCS orders. The sponsor or designated representative (with power of attorney) must report to the HSC within 30 days of reporting/arrival to the new permanent duty station to activate or complete their application in order to receive the earliest MFH application control date. Military member's control date will be the date of detachment from the last permanent duty station. For members without a previous permanent duty station, their control date will be the date reported. Control dates for civilian employees on Transportation Agreements will be the date of transfer as shown on the SF-50. Control date for application packages received 31 days or more after the member's report date will be the date application package is received by the HSC.

e. Members reporting to deployed units. Application may be made by letter, fax, e-mail or message, and by a designated representative with power of attorney. The application should be annotated to reflect the unit is deployed. Members should report to the HSC at the earliest possible opportunity but not later than 30 days of return from deployment in order to receive earliest control date.

f. A military member married to a civilian who is on a transportation agreement and eligible to receive LQA, may apply for MFH only if the bona fide family members are listed on his/her family entry approval. If the civilian has bona fide family members on his/her orders as well as the military member on his/her family entry approval, only one may apply for MFH.

g. A military member married to another military member who has bona fide family members is entitled to apply for MFH. If both members have bona fide family members on their family entry approval, only one member may apply for MFH. If enlisted is married to officer, it is required that the officer applies for MFH.

h. Special Control Dates

(1) Home Port Change

(a) Personnel attached to an afloat unit, which has received official notification of a change of homeport to Japan, may apply for MFH. The control date for placement on the waiting list will be the promulgation date, providing application is made within 30 calendar days of reporting to the new duty station.

(b) Newly married personnel or those who acquired bona fide family members after the date the homeport change message was released will have as their control date the date of application.

(2) Unaccompanied Tour. For members returning from a designated unaccompanied tour location, the control date will be the date of detachment from the last accompanied PCS tour. If marriage occurred during the unaccompanied tour, the date of marriage will be used.

(3) Personnel whose family members must vacate MFH before member detaches due to base action such as Base Realignment and Closure, may be eligible to receive earlier control date.

i. All members or their designated representative with power of attorney must renew their application for MFH every six months by telephone, e-mail, mail, or in person. Failure to renew the application may result in automatic cancellation, requiring the member to re-apply with a new housing control date as of the date of re-application.

## 5. Operation of Waiting Lists

a. Waiting lists will be maintained without preference for Main Base or Hario Village housing areas.

b. Military personnel will be placed on the waiting list if MFH is not available. DoD Civilians opting for assignment to MFH will also be placed automatically on the appropriate waiting list if MFH is not available.

c. DoD civilians who do not desire MFH assignment upon initial check-in to HSC will not be placed on the waiting list for future MFH assignments, and are expected to remain in their chosen off-base residence for the remainder of their assignment. Future relocation will be at no cost to the government.

d. A MFH assignment waiting list will be maintained by number of bedrooms (two, three, and four) and pay grade as applicable. At a minimum, the waiting lists will be updated every 30 days.

e. The MFH wait list freeze zone is defined as the top 10% of each established list and will be extended by the number of members in the freeze zone. The relative position of applicants in the freeze zone on each waiting list will be stabilized and not altered, except in the case of designated billet quarters, K&E positions, or special priority assignments.

f. Personnel awaiting command sponsorship will be placed on an "inactive" list. It is ultimately the sponsor's responsibility to notify HSC when they are able to accept housing or provide the appropriate documents to re-activate their application. Incomplete MFH application packages will be placed in this pending status until appropriate paperwork is submitted. Upon re-activation, applicants will be moved from the inactive list to the appropriate wait list for their pay grade and bedroom eligibility. If placement impacts the freeze zone, the applicant's control date will be adjusted to just below the freeze zone.

g. Sponsors are required to update their application whenever there is a change in family composition, duty station, rank, projected rotation date, home address or telephone number. Failure to do this could result in delay of assignment to MFH.

h. The following apply when a change in sponsor's status occurs:

(1) When an enlisted member is promoted to officer status, the member will be placed on the appropriate officer MFH waiting list with the original control date, provided all other housing placement requirements are satisfied and such placement does not affect the freeze zone. If placement impacts the freeze zone, the applicant's control date will be adjusted to just below the freeze zone.



(2) When a change in waiting lists is requested, or required, due to an increased/decreased bedroom requirement or a promotion (including frocking) or demotion, the sponsor's eligibility date will remain unchanged, but will not affect the freeze zone of the applicable list.

(3) Members who have been frocked or promoted will be placed on the appropriate housing waiting list for the frocked/promoted pay grade entitlement, provided HSC is notified within 30 calendar days following the date the member was frocked or promoted with official supporting documents. If the family is residing in off base housing and on a MFH waiting list, they will retain their current waiting list control date when transferred to the new waiting list. If the member's current control date places the member in the freeze zone, the member's control date will be adjusted to place the member just below the freeze zone. For those members who are currently residing in MFH, their control date will be the date the member was frocked/promoted provided application to transfer is made within 30 calendar days from the date of the event, and official supporting documentation is received within the timeframe.

i. The HSC will assign MFH units based on waiting list order as determined by MFH control dates.

(1) Assignments should not be unnecessarily delayed when the first person on a list cannot be contacted for an offer. After reasonable efforts (as determined by the HSC) to contact a sponsor or their designated representative with power of attorney, the Command Master Chief and/or the Commanding Officer of the unit will be contacted. The sponsor's name will be bypassed on the list and the MFH unit will be offered to the next person on the list. Inability to contact the sponsor or designated representative will not adversely affect the sponsor's placement on the waiting list, but it may affect their continued entitlement of OHA/LQA.

(2) The sponsor or a designated representative with power of attorney will be contacted with an offer of MFH. Once contact has been made for an offer of MFH, a unit not accepted within 48 hours will be considered a refusal in the absence of a response from the sponsor or designated representative and will be counted as a turndown.

(3) Personnel will be allowed one offer of MFH. If sponsor is drawing TLA/TQSA and declines the offer, their allowance will be forfeited in 30 days or on the availability date of the unit offered, whichever is the later. Declination of an offer of MFH may also result in the loss of OHA/LQA entitlements. Refusal of an offer of MFH will result in the application being cancelled. The sponsor must then re-apply for MFH. A new MFH control date will be established based on the date of re-application.

j. The following criteria must be met in order for a newly arrived member to be authorized a government-funded Intra-station Move (IM) from off-base housing into MFH:

(1) Member must apply for MFH within 30 days of reporting to the new duty station.

(2) Member must accept the first available MFH offered based on the sponsor's entitlement and bedroom eligibility regardless of location or preferences.

(3) Newly entitled members who become eligible for MFH after reporting on board (e.g., marriage) are treated the same as members currently on board and are not entitled to a local move. This applies to all reapplications (declined MFH, moved off-base due to civilian 5 year rule, follow-on orders, etc).

k. Once MFH is accepted in writing, it must be occupied. Refusal to occupy accepted MFH would require re-application for MFH with a control date as of the date of re-application and result in termination of TLA/TQSA on assigned move-in date and loss of OHA/LQA.

l. All MFH assignments made are for the duration of the sponsor's duty at the geographic location. Relocations, other than relocations listed in paragraph eight below, are not authorized.

m. MFH is assigned based on pay grade and family composition. Therefore, a personal preference to have dogs does not preclude families from being offered a high-rise or mid-rise apartment tower unit. Dogs and cats must be registered with the respective Base Veterinary Services, have proper inoculations, and if required, be micro-chipped for identification. Documentation certifying registration and inoculations must be submitted to the HSC upon receipt of Dependent Entry Approval. Pet cats in high or mid-rise units must be spayed or neutered. All related documentation is to be presented at the HSC prior to offer of assignment of MFH.

n. All applicants must request, in writing, permission to have a waterbed in MFH and must provide proof of insurance against potential damage to MFH.

o. Offers of MFH will be made without regard to location or type of available unit. If sponsor is drawing TLA/TQSA and declines this MFH offer, their allowance will be forfeited in 30 days or the available date of the unit offered, whichever is the later but will not extend beyond the limit set by reference (i).

p. Deferrals are not authorized prior to an offer of MFH. Sponsor may defer once (not to exceed one year in length) while awaiting an offer of MFH (if MFH is not available upon their arrival). Deferrals can be requested for such reasons as civilian lease commitments, deployment, family not in area, or other reasons that may constitute a hardship, and must be reviewed and approved by the HSC. Those who elect to defer will be placed on the inactive list. Upon re-activation, applicants will be moved from the inactive list to the appropriate wait list for their pay grade and bedroom eligibility. If placement impacts the freeze zone, the applicant's control date will be adjusted to just below the freeze zone.

q. Separate waiting lists will be maintained for military and civilian personnel.

r. O-5s who are frocked or promoted to O-6 may be placed on the Senior Officer (SO) waiting list. Captains (O-6) who are selected to a Major Command Billet could be assigned to Major Command/Post Major Command quarters per enclosure (6) if available. This move will be at no cost to the government. If the member is residing in off base housing and on a MFH waiting list, he/she will retain his/her current waiting list control date when transferred to the SO entitlement waiting list. If the current control date places him/her in the freeze zone, the control date will be adjusted to place him/her immediately below the freeze zone. The HSC

must be notified within 30 days of frocking/promotion and provided official supporting documentation in order to retain his/her current waiting list control date or the date of the frocking/promotion. For those who are currently residing in MFH, their control date will be the date of frocking/promotion, provided application is made within 30 days of the event with appropriate official documentation. Relocation costs will be borne by the sponsor.

s. Sponsors occupying off base quarters with less than nine months remaining on their tour of duty based on projected rotation dates may request removal from the waiting list.

t. Waiting List Selection Procedure

(1) When a sponsor's name reaches the top of the waiting list he/she may be offered one or more MFH units as availability permits. The sponsor will be given the unit address or addresses. There is no guarantee the sponsor will be able to see the inside of the offered units due to occupancy or maintenance.

(2) MFH will be assigned to sponsors only when his/her family members will arrive within 30 calendar days of taking possession of the MFH. Applicants with families on delayed travel will be placed on the inactive list. Once documentation is provided to confirm family arrival within 30 calendar days, application will be re-activated and applicants will be moved from the inactive list to the appropriate wait list for their pay grade and bedroom eligibility. Basic Allowance for Housing (BAH) or OHA will stop on the move-in date to MFH, not the family's arrival date.

(3) Sponsors will be provided with advance notice of availability of MFH, permitting sufficient time to provide adequate notice to their landlord.

u. All applicants must read, sign and acknowledge receipt of the "Conditions of Residency Agreement for Military Family Housing" prior to taking possession of MFH. Enclosure (4) pertains.

6. MFH Offer

a. When suitable MFH is available and eligible uniformed or DoD civilians refuse a valid offer, OHA or LQA may be disallowed.

b. A valid offer will consider the sponsor's pay grade, family composition for bedroom requirements and the unit type for personnel with special access or documented EFMP needs.

c. Location (Main Base or Hario Village) is not a consideration when making an offer.

d. All available units ready for occupancy for the member's waiting list will be offered. This will include all types and locations available, but this does not assure a desired type or location will be available to choose from.

e. Senior Enlisted (E7 –E9) or Field Grade Officers (O-4 and above), who rate three-bedroom minimum, may request and accept two-bedroom units if available in Junior Enlisted/Company Grade Officer (based on being enlisted or officer) categories for the duration

of all tours in Sasebo.

f. Once an offer is made, sponsors will have 48 hours to respond and will not unduly delay the MFH assignment process.

g. Once an offer is accepted, MFH must be occupied for at least nine (9) months or more each year during the sponsor's tour.

h. Once MFH is accepted in writing, the member will be required to move into the assigned unit within five working days. The HA has the authority to delay assignment up to 14 calendar days for MFH assignments to Hario Village Housing in order to provide sufficient time for families to attend the Area Orientation Brief/Inter-Cultural Relations classes and secure a driver's license. Failure to occupy accepted MFH within the required timeframe will result in the offer of MFH to be withdrawn and termination of TLA payments.

## 7. TLA

a. References (f) and (i) are the primary guidelines for TLA. COMFLEACT Sasebo HSC will ensure economical management and compliance with applicable TLA regulations and policies. DoD civilians under transportation agreement and entitled to TQSA will be managed in coordination with their servicing Human Resources Office (HRO).

b. When a valid offer for MFH is available to a family based on family composition, the sponsor will be notified in writing and the TLA entitlements will cease 30 days after notification of MFH availability or unit move-in date, which ever is later.

## 8. Criteria for Relocation after Assignment to MFH

a. When a reduction in pay grade creates ineligibility for the MFH assigned, a resident may be re-assigned.

b. Once an applicant has been assigned to MFH, he/she will not be permitted to request placement on a waiting list for transfer to other MFH, unless the following circumstances exist:

(1) Upon promotion from Junior Enlisted (E1-E6) to Senior Enlisted (E7-E9), Company Grade/Junior Grade Officer (W1-O3) to Field Grade Officer (O4-O5), or field grade officer (O5) to O6 that results in an increase in bedroom entitlement, relocation is at the member's option and expense.

(2) Upon promotion from enlisted to officer rank, relocation is at government's expense.

(3) Upon change in family composition affecting size of MFH for which qualified, relocation is at the individual's option and expense. Relocation of civilians and contractors does not change their five-year occupancy rule and they must have at least nine months of assignment remaining on their original five-year occupancy. In cases of pregnancy, a resident in MFH can be reassigned after the third trimester (seventh month).

c. All applicants meeting eligibility requirements for relocation must complete a new MFH application and submit them with a copy of orders and verification of bona fide family members to the HSC. The control date will be the date of application.

d. Sponsors requesting reassignment of MFH may be required to pass an unannounced housekeeping inspection conducted by authorized HSC personnel. Failure to pass the inspection will result in cancellation of the re-assignment application. Sponsors will not be permitted to re-apply, unless they are requesting re-assignment based on a change in family composition. Re-application may not be made for six months following the failed housekeeping inspection. When an applicant again requests re-assignment, another unannounced housekeeping inspection is required. If the inspection is failed, the application will be cancelled and the sponsor will not be permitted to re-apply.

e. A sponsor will normally be allowed three working days to relocate from one MFH unit to another. This does not include administration days, that is the day required for the new unit's move-in inspection and the old unit's final inspection day.

f. Relocations at the request of a resident will be at his/her expense (exception: enlisted promoted to officer will be moved at government expense). In all cases, sponsors must have nine months duty remaining on their current installation when re-assigned MFH is occupied.

g. Civilians must wait one year to re-apply after moving under the five-year rule, unless surplus MFH is available. Relocation from off base to MFH is at the member's option and expense.

### **Termination of Military Family Housing**

#### 1. General Termination Procedures

- a. MFH residents will notify HSC by submitting Intent to Vacate (ITV) form. Spouse or designated representative will require a current Power-of-Attorney (POA). A copy of the PCS orders must be provided once they are received.
- b. A 60-day ITV submission is desired and a minimum 30-days notice is required for a standard PCS move. ITV's must be submitted as soon as possible for short-fused PCS move when orders are not yet issued, but anticipated.
- c. The ITV procedure consists of setting up a pre-inspection and final inspection of the unit. Loaner furniture, if needed, will be scheduled at this time.
- d. Personnel are cautioned against early termination of MFH. Reference (i) outlines 1-day departure TLA entitlements for outbound personnel living in MFH.
- e. Similar termination and ITV submission is required when vacating off base leased quarters due to PCS. However, 10-days of departure TLA is normally authorized if family is command sponsored.

#### 2. Termination of Military Family Housing (MFH) will be effected per reference (a), reference (c) and the following:

- a. Assignment to MFH may be terminated upon request of the sponsor and approval of the ICO, provided occupancy is not mandatory to prevent MFH from remaining vacant. The sponsor will submit their written request via their Unit CO to COMFLEACT Sasebo through the Installation Housing Director. If approved, the move will be at the expense of the sponsor. No MIHA will be granted. Civilians requesting termination of MFH housing within six months of the five-year occupancy of MFH will be moved at government expense.
- b. Occupancy of MFH by civilian personnel will be terminated after five years during a continuous tour of duty in Sasebo. A minimum of ninety days advance notice must be given to each resident terminated under this paragraph. Authority for exception maybe considered on a case-by-case basis and approved by the ICO. Civilian personnel may re-apply for MFH one year after vacating MFH. Movement of household goods to community rental quarters will be at government expense.
- c. Termination of MFH is required under the following circumstances:
  - (1) In the event of absence of all family members for more than 90 consecutive days. A waiver can be requested prior to departure on a case-by-case basis.
  - (2) When the sponsor, in an act of apparent abandonment and as a result of his/her own voluntary action, ceases to reside in MFH. The family must vacate within 30 days.
  - (3) When the member has been officially declared a deserter.

(4) When the member is released from active duty, separated from the service, transferred to Fleet Reserve, retired or transferred to the Temporary Disability Retired List. This includes individuals requesting and granted approval to separate and remain in Japan, or with follow-on civilian employment on base or in the local economy.

(5) When COMFLEACT Sasebo HSC ceases to be the housing provider for member's permanent duty station or homeport.

(6) When a member who occupies one of the major command/ post major command quarters is no longer assigned to a major command/post major command billet or retires from active duty.

(7) Death of sponsor or sole bona-fide family member. Family members may remain in quarters for up to 365 days after the death of the sponsor, and no rental fee will be charged for this period. After the 365 days, rental rates equal to BAH or fair market value will be charged. In the event of the death of the sole family member (i.e. spouse of active duty sponsor), the sponsor will have to vacate MFH within 60-days. Local transportation of the member's HHG goods is paid for by the Government, but Dislocation Allowance (DLA) is not payable while staying in the same geographical location.

(8) Unacceptable or wanton behavior of the sponsor, spouse or any bona fide family members or guests as determined by the local HA or ICO. Behavior that is destructive to morale or the peace and harmony of the neighborhood, threatening to other residents or their property, or actions not considered in the best interest of the U.S. Navy and the host nation. Unacceptable behavior would include serious or repeated violations of MFH rules or other misconduct.

(9) When the member or sponsored dependents engage in subleasing.

(10) Unacceptable care or destruction of the MFH unit assigned or related property and landscaping, as determined by the HSC.

(11) When required to preserve military discipline, as determined by the HSC.

(12) When a sponsor, any bona fide family member or guest becomes involved with gangs as gang members, or in "gang related" activities; uses, sells or possesses illegal drugs; or becomes involved in any violence or disturbance involving force or the use or presence of a weapon.

(13) When a sponsor, bona fide family members, or guests are found to be maintaining unregistered weapons in MFH.

(14) Upon identification of a registered sex offender in the household per reference (m). If the member or sponsored resident of the household becomes a sex offender and willingly discloses this fact to HSC, the member may be entitled to a government funded short distance move.

d. The sponsor/spouse will not be required to vacate MFH if temporarily separated from his/her spouse and family members, provided the sponsor's command or Fleet Family Service Center (FFSC) endorses that there is a possibility of reconciliation, and the sponsor is temporarily staying in Unaccompanied Housing (UH) facilities not to exceed 90 days. If either the sponsor or all family members take up residence in rental property other than an approved "safe house" in the community, it will be assumed that separate residence is intended and the sponsor must relinquish MFH.

e. Violations of MFH occupancy rules cited in this instruction and applicable COMFLEACT Sasebo MFH Residence Handbook are cause for termination of occupancy.

f. The movement of HHG due to termination of MFH for the convenience of the government may be funded with the exception of evictions from MFH for disciplinary reasons, divorce, separation, Early Return of Dependents (ERD), or similar circumstances as provided in reference (f).

g. In the event of divorce or separation where the sponsor does not have full custody of dependent children, the sponsor has 30 days to terminate the MFH once separation has occurred. Exception to this rule will require prior approval by the HSC.

h. Early return of dependents/family members requires termination of MFH within 30 days of departure of family members. Exception to this rule will require prior approval of the HSC.

3. Requests for CLS for family members to remain in Japan after the departure of the sponsor executing PCS orders (even when returning to Japan) will be made no later than 60 days prior to the estimated day of departure of the sponsor from Japan per reference (o). Upon approval of CLS by either USFJ (over 60 days) or CNFJ (under 60 days), the family will be allowed to remain in MFH.



**CONDITIONS OF RESIDENCY AGREEMENT**  
**FOR MILITARY FAMILY HOUSING**

1. \_\_\_\_\_ is assigned to  
\_\_\_\_\_ to be occupied as Military Family  
Housing (MFH) of the United States on \_\_\_\_\_.

2. MFH is provided to military members, civilian employees of U.S. Forces (who will be known as sponsor/resident for the purpose of this agreement) and his/her bona fide family members who are command sponsored solely as a single-family residence. It is understood that all MFH residents **MUST POSSESS command sponsorship**. Use of MFH for any other purpose, including the shelter of any additional number of persons except authorized temporary guests, is prohibited without written consent of the Sasebo Housing Service Center (HSC).

3. **Subletting** of any portion of MFH is strictly prohibited.

4. The HSC will maintain the property in good repair and habitable condition and is responsible for all repairs not due to the abuse and/or negligence of the sponsor/resident, his/her family members, or invited guests during residency. **Repairs or replacement of equipment provided due to normal wear and tear will be at the expense of the HSC.**

5. The HSC and the sponsor/resident will inspect the property, and both parties agree that the property is in a fit and habitable condition, except for those damages or malfunctions itemized in writing during the check-in inspection. The HSC and the sponsor/resident will retain copies of this inspection record. Any additional items noted by the sponsor/resident should be **submitted in writing to the HSC within 15 days of residency**. If additional items are not received within the 15 day period, the HSC will consider the property to be in acceptable condition and suitable for residency.

6. The sponsor/resident will use all electrical, plumbing, sanitary, heating, ventilating, air conditioning, other fixtures, facilities, grounds, and appliances in, on, or associated with the premises in a reasonable manner. Any damage caused by the sponsor/resident, his/her family members, or invited guests beyond normal wear and tear must be repaired at the sponsor/resident's expense. **The use of any auxiliary sources of heat, such as kerosene, gas or electric heaters, in any MFH unit is not authorized.**

7. The sponsor/resident will keep the premises, including all plumbing fixtures, facilities, and appliances as clean and safe as conditions permit and will attempt to unclog and keep clear all waste pipes, drains and water closets where possible. The sponsor/resident will not install or use any equipment that will overload any gas, water, heating, electrical, sewerage, drainage, or air conditioning system on the assigned premises. The sponsor/resident will not make any non-approved alterations to the unit or equipment in the unit (see paragraph 13). **The Safe-T-Elements, which controls the temperature of the heating elements on cooking ranges, will NOT be removed at any time.** At the termination of residency, all appliances and equipment

should be in good working order and the premises should be in good, clean condition, normal wear and tear included.

8. If at any time during the term of residency the HSC is required to make repairs to the property or its equipment for **damages caused by the abuse or negligence of the sponsor/resident, his/her family members, or invited guests, the sponsor/resident understands that the repairs will be made at the sponsor/resident's expense.** As appropriate, the MFH sponsor/resident will be afforded the right to complete the necessary repairs either by an outside contractor or on his/her own.

9. The sponsor/resident will, at his/her own expense:

a. Keep up and preserve in good condition, any lawn, vines, shrubbery, and garden and keep all fences in good repair, normal wear and tear excepted.

b. Remove any debris that may accumulate on the property out to **50 feet from the quarters.**

c. Promptly remove leaves, limbs, grass clippings, ice and snow as necessary or required.

d. Furnish light bulbs and starters (except where the HSC advises).

e. Replace or repair all broken or damaged glass, screens, flooring, wood plaster, drywall, carpeting and locks occurring during his/her residency, normal wear and tear excepted. Any repair or replacement of property, equipment, or appliances required due to the abuse or negligence by acts of commission or omission of the sponsor/resident, his/her family member, or invited guests are to be paid for by the sponsor/resident. **The written consent of the HSC must be obtained before the sponsor/resident places any exceptionally heavy articles, such as waterbeds, in MFH;** such articles may damage the MFH's structural integrity.

f. **Place all garbage in secured plastic bags** prior to disposal in the community dumpsites. **Ensures garbage is placed in the correct/proper containers and receptacles** to prevent birds and stray animals from scavenging and scattering contents.

10. The sponsor/resident will promptly notify the HSC whenever the structure or any equipment or fixture contained therein becomes defective, broken or damaged or malfunctions in any way. However, the occupant should first **notify the PWD Trouble Desk** in these cases. For **Main base contact 252-3535, for Hario Village contact 252-8080 during working hours (DWH).**

11. Sponsor/residents are responsible for their own actions, as well as the actions of their family members and guests. All individuals, guests or otherwise, are expected to conduct themselves in a proper manner, exercising due regard for the rights of other MFH sponsor/residents. Sponsor/residents will conduct themselves in a manner that will not disturb their neighbors.

12. The sponsor/resident will comply with all health and safety regulations imposed by the HSC or the Installation Commander (ICO).

13. The sponsor/resident will **obtain written approval** from the HSC **prior to redecorating** (i.e., wallpaper, stenciling, borders, and painting) or making any alterations, additions, or improvements to the interior or exterior of MFH. Such alterations will, at the option of the HSC remain with the property or be removed by the sponsor/resident. When removing such alterations, the premises will be returned to its original condition at the expense of the sponsor/resident.

14. The government does not carry insurance and does not assume liability for the sponsor/resident's personal property. In view of this, the sponsor/resident is **strongly encouraged to carry appropriate renters/personal property insurance**. The insurance policy should cover loss of personal property, damages due to negligence and actions of pets (such as dog bites), fire, liability coverage, and any special endorsements required. Sponsors/residents are responsible for the costs incurred to repair any damages in their assigned quarters, grounds, and equipment that exceed normal wear and tear. The Debt Collection Act of 1982 (Public Law 97-365) was enacted to increase the efficiency of federal agencies in collecting debts owed to the government by its employees and members of the uniformed services. This law requires each federal agency to assist in collecting debts owed to other federal agencies.

15. The sponsor/resident will notify the HSC whenever an absence of **7 days or longer** from MFH is anticipated. Absences will not exceed **90 consecutive days** without advance written approval from the HSC.

16. **Normally, government representatives will not enter your home without permission.** However, when it appears there is potential danger to persons or property, quarters appear to be abandoned, neglected or the sponsor/resident appears to be living in violation of Housing instructions or if contract repairs or scheduled maintenance work cannot be delayed, the **HSC authority or appropriate installation or command authority will authorize access to quarters without prior notice** in order to (a) inspect the property; (b) make necessary or emergency repairs, alteration, or improvements; (c) supply necessary or agreed upon services; or (d) conduct other authorized activities. Notice to the sponsor/resident will be left in the MFH if absentee entrance into the MFH was required.

17. Sponsor/resident will **allow reasonable access** to quarters to facilitate execution of repairs and maintenance plans/planning.

18. **House Guests exceeding 72 hours** for social visits must be requested in advance in writing via Main Base Housing Office. Social visits do not include visits for the purpose of residency, housekeeping, or childcare. Social visits by guests other than dependent family members of military or DOD civilian personnel that are not command sponsored will be **limited to 90 days per guest in a 365-day period** beginning with the date of the first guest pass issued for each guest. Requests for visits in excess of 90 days will be submitted via HSC to the ICO for approval/disapproval. All requests for visits in excess of 90 days must be in writing from the sponsor/resident, via the sponsor/resident's command and the HSC. No guest may be sponsored by a second sponsor/resident in the same 365-day period. A sponsor/resident drawing any type of housing allowance may visit another MFH sponsor/resident, not to exceed 10 days per 365-day period. Unaccompanied or bachelor personnel are not authorized to occupy MFH.

19. It is the responsibility of the sponsor/resident and the HSC to ensure that smoke detectors function properly. The smoke detector(s) will be inspected and will be functioning properly prior to the sponsor/resident taking occupancy. The sponsor/resident is responsible to periodically test and ensure that the detector(s) is working properly. The sponsor/resident is responsible for the replacement of batteries, if applicable, and to notify the local maintenance provider through a trouble service call of any detector malfunctions. The fact that the sponsor/resident/family members remove the batteries or the detector is tampered with, causing non-operation, can be taken into consideration in determining sponsor/resident liability for fire damage and may be the basis for eviction from MFH.

20. Pets

a. If pets are allowed on the premises, the sponsor/resident understands that arrangements for having the house fumigated, as necessary for fleas and ticks, or carpets cleaned, if applicable, at the termination of residency is his/her responsibility. The sponsor/resident further understands that any damage caused to the unit or grounds by his/her pet(s) are also his/her responsibility. All pets must be registered with the Base Veterinary Clinic, vaccinated against rabies and micro-chipped for identification with verification provided to the HSC. No household may have more than two pets (high/mid-rises may have up to two pets, no dogs are allowed from third floor and above). Breeding or raising of any animal for commercial purposes is prohibited. **If you acquire a pet after occupying quarters, you must notify the Housing Office.**

b. **Wild, non-domestic or exotic animals are NOT allowed in housing. The following list are examples and is not all inclusive: rabbits, snakes, ferrets, lizards, chickens, ducks, pot belly pigs, monkeys, reptiles, tarantulas, chinchillas, etc.**

Do you currently own a pet?  Yes How many dogs? \_\_\_\_ How many cats? \_\_\_\_  
(If yes, fill out pet form)  No  
Initial: \_\_\_\_\_

21. The sponsor/resident understands that he/she is **responsible for notifying the HSC of any change in status**. This includes change in pay status, number of family members, change in marital status, change in Projected Rotation Date (PRD), or change in command to which assigned. The notification is to include duty, home and spouse's telephone numbers.

22. The sponsor/resident understands that all housing allowances will be forfeited on the effective date of occupancy of MFH. Sponsor/residents of all adequate housing will **forfeit 100 percent of housing allowances**. The sponsor/resident further understands that it is his/her responsibility to **ensure that housing allowances have been terminated**.

23. The sponsor/resident understands that all personal automotive vehicles must display a valid license plate and military station registration decal. Installation and host nation registration, insurance, taxes, and inspection requirements must be up to date or vehicle may be impounded at the sponsor/resident expense. Parking of private vehicles in housing areas by non-sponsor/residents is strictly prohibited except for authorized visitors and guests. Residents are advised to use the Auto Hobby Shop and not the residential parking area when performing maintenance work on their POVs.

24. The sponsor/resident understands that COMNAVFORJAPAN enforces a zero tolerance policy on the use, possession or distribution of drugs in MFH. Any instances of illegal drug activity by sponsor/resident, family members or guests in MFH will result in immediate termination of assignment to MFH.
25. The sponsor/resident understands that living in high/mid-rises can be extremely dangerous for adventurous children. It is very important to keep a close eye on children when they are near windows or playing on the balcony. Do not leave furniture next to the balcony wall or any window.
26. A home business may be conducted by either the sponsor/resident or a family member; however, prior to establishing a home business a request must be submitted in writing per local instruction, and endorsed by the HSC. ICO has approval authority per CFASINST 5300.2D.
27. Sponsor/residents are required to submit an **Intent-to-Vacate** form to the HSC or the applicable site housing management office a minimum of **30 days prior** to the estimated vacate date, but **preferably 60 days** in advance, unless in receipt of short notification orders.
28. **All firearms** must be registered with the HSC and Installation Security and checked into the **base armory for storage**. No weapons will be stored in MFH. Violations may result in eviction from MFH.
29. Sponsors/residents are required to give notice and vacate MFH when the installation ceases to be the sponsor/resident's permanent homeport/station for duty. **Legal separation/divorce** (sponsor does not have legal custody of dependents), **release from active duty, retirement, transfer to fleet reserve, sponsor leaves/abandons MFH, early return of all dependents, terminal leave** are other situations that **requires termination of MFH**.
30. I understand that I will receive a copy of the local instruction (Residence Handbook) and written guidance delineating government and sponsor/resident responsibilities for the care and maintenance of my assigned MFH as part of the move-in process. I will be required to abide by all rules and regulations provided. I understand that it is my responsibility to become familiar and familiarize my spouse, dependents and authorized guests with current local instructions and guidance and that failure to do so will not serve, as an excuse should infractions occur.
31. Violation of the rules and regulations found in this agreement and other pertinent Housing instructions will subject the sponsors and/or dependents to disciplinary and/or administrative corrective action including but not limited to termination of assigned MFH.

I HAVE READ AND UNDERSTAND ALL OF THE CONDITIONS CONTAINED HEREIN.

_____ Sponsor/Resident	_____ Date
_____ Housing Representative	_____ Date
_____ Spouse	_____ Date

Bedroom Eligibility at Time of Assignment

O1-O3 Officers and E1-E6 Enlisted Personnel (Based on Family Composition Only)	
Number of Bona-Fide Family Members	Number of Bedrooms for which Eligible
One Family Member	Two
Two (spouse and one other dependent)	Two
Two (two dependents other than spouse)	Three
Three (spouse and two other dependent)	Three
Three (three dependents other than spouse)	Four
Four or more Family Members	Four
Other Officers and Senior Enlisted Personnel (Based on Rank and/or number of bona-fide dependents as shown above, whichever is greater)	
Rank	Number of Bedrooms for which Eligible
O-6 through O-10	Three or Four
O-4 through O-5	Three
W1-W5, 01E-03E (over 9 years as enlisted member)	Three
E-7 – E-9	Three
Note 1: Eligible civilian employees are eligible for the same minimum bedroom allotment as their military pay grade equivalents.	
Note 2: Selectees for O-6, O-4, or E-7 will be authorized the MFH entitlement of their selected grade.	

Billeted, Major Command, Post Major Command, Key and Essential Listing

<b>Installation Command Quarters (ICQ)</b>	
Commander, COMFLEACT SASEBO	Qtrs 550 (CNIC Billeted)
<b>Major Command / Post Major Command Quarters (Qtrs 551, Qtrs 552, Qtrs 553, Qtrs 554)</b>	
Assignment Criteria (in order)	
<ol style="list-style-type: none"> <li>1) Physically in Sasebo</li> <li>2) K&amp;E Personnel</li> <li>3) O-6/CAPT</li> <li>4) Currently in/assigned major command/post major command billet</li> <li>5) Date of Rank</li> <li>6) O-6 XO in a major command fleet up billet</li> <li>7) At sea O-5 Command if no eligible O-6's.</li> </ol>	
<p>Note 1: In event Major Command / Post Major Command Quarters is not assigned due to the CO being a Geographic Bachelor, the unit will be assigned to next eligible officer with concurrence of the ICO following the assignment criteria above. Qtrs 551, 552, 553, and 554 will only be assigned to current sitting major commanders or post major commanders unless directed by ICO.</p>	
<b>OPERATIONAL NECESSITY - K &amp; E POSITIONS</b>	
ALL SHIPS (O4-O6 COMMAND) Commanding Officers / Executive Officers	NAVAL BEACH UNIT SEVEN Commanding Officer / Executive Officer
COMFLEACT SASEBO Chief Staff Officer	EXSTRIKGRU SEVEN Deputy Commander
PHIBRON ELEVEN Commodore / Chief Staff Officer	MCMRON SEVEN Commodore / Deputy Commodore
COMFLEACT SASEBO JAG Officer	CNRJ FIRE DEPARTMENT Fire Chief
ALL SHIPS Command Master/ Command Senior Chiefs	
<p>Note 2: All Command Master Chiefs must have DNEC 9580 on orders. CMC's will be offered first available MFH, regardless of location. Every attempt will be to place on Main Base.</p>	
<p>Note 3: Afloat CO's, afloat XO's with "Fleet-up billet to CO", and COMFLEACT SASEBO JAG will be offered MFH onboard Main Base to the maximum extent possible. All other officer billets classified K&amp;E's will be offered first available MFH, regardless of location due to lack of sufficient assets on Main Base.</p>	