

# Preventing Landlord-Tenant Problems

There are a number of problems that are frequently encountered by military and their family members who are living in the Virgin Islands. In order to avoid these problems, anyone looking for a place to live should do their homework and document every contact with the landlord. The preventive acts described in this article can help you avoid problems and disputes with your landlord, and as a result can save you money.

When searching for a place to rent, take your time. Do not settle on the first place that you visit, because a better place may be just around the corner. Take the time to find out as much as you can about your prospective landlord. Before you sign a lease, do a walk through inspection of the property with the landlord and document any and all damage that you find. *Examine the property carefully.* It is worth a few minutes of your time at the start of the lease to prevent a landlord from charging you for damages you did not cause at the end of it. **Keep a copy of all paperwork for your records.** If the landlord does not do a walk through inspection with you, then immediately do one yourself and bring someone along who can testify to the results of the inspection. Document all damage and have the witness sign the documentation. Other things that you can do to protect yourself include taking pictures of the property as it is inspected and sending a copy of the inspection results to the landlord by certified mail, so that they cannot claim to have not received it.

In addition to doing a thorough inspection of the property before signing the lease, you should also do a thorough inspection of the lease itself before you sign it. Make sure you know everything that is in the lease, and that you understand all of it. Check to make sure that the lease has a military clause, and understand how the clause works. Most military clauses enable a military member to terminate a lease early, if they receive PCS or ETS orders with the lease term. The military member is required to give the landlord written notice of their intent to move out, and to furnish the landlord a copy of their military orders thirty days before a rent paying date. Therefore, even if you comply with the military clause, you may still have to pay one more month's rent in order to give the required notice. Military clauses usually will not apply to TDY or deployments and may not relieve the non-military spouse from liability if their signature is also on the lease. However, even if the lease does not contain a military clause, the SSCRA provides deploying military members protection from breaking their lease.

In addition to the military clause, make sure that you can live with each and every clause provided in the lease. Pay particular attention to the terms which dictate what your responsibilities

are with respect to the property, such as the amount of rent, payment dates, repair obligations, etc. If you don't understand any part of the lease or if you find any portion of it objectionable, do not sign the lease. A Judge Advocate can review your lease and can help answer any question you might have. Additionally, do not rely on promises the landlord makes unless they are written into the document. If it is not in the writing of the lease, then it is not worth the paper it's written on.

If the problems with the rental property arise after you have moved in be sure to notify the landlord of the problem in writing. Verbally telling the landlord of the problems will not protect you if he/she fails to do anything about them. Contact the Staff Judge Advocate for information about how to properly give this notice. If there is such a severe problem with the rental property that you feel it poses a threat to you and your family, you should contact the Department of Health or Human Services. They will document any illegal conditions and take further appropriate action. If the problem is not resolved at the agency level, you may have to seek legal advice.

Many other problems can potentially arise, as well. Be alert in all your dealings with you landlord. If you protect yourself to the fullest extent possible, your time renting will hopefully be relaxing and trouble-free. If you wish to speak to a Judge Advocate about any landlord/tenant problem, please make an appointment by calling (340) 712-7794.

## FOOD FOR THOUGHT

It is your moral duty to be happy; however, you cannot exercise this duty by clutching unrealistic beliefs, struggling with unworkable assumptions, juggling painful images, jumping to false conclusions, running with impulsive decisions or massaging hasty judgments.

Sufi Hazarat Inayat Khan

Commanders make decisions about discipline and impose punishment.

Staff Judge Advocates provide advice on how best to achieve good order and discipline.

# THE LEGAL GUARDIAN

4031 La Grande Princesse, Lot 1B, Christiansted, USVI 00820-4353

(340) 712-7794; Fax: (340) 712-7782



## THE LAUTENBERG AMENDMENT: SOLDIERS CONVICTED OF DOMESTIC VIOLENCE

The Lautenberg Amendment to the Gun Control Act of 1968 became effective 30 September 1996 and potentially affects any soldier or airman who has been convicted of domestic violence. The Amendment makes it a felony for any person who has been convicted of a misdemeanor of domestic violence to ship, transport, possess, or receive firearms or ammunition. The Amendment also makes it a crime for any military member, including armorers and commanders, to issue a firearm or ammunition to anyone they know, or have reason to believe, has a conviction for domestic violence. The M-60 machine gun and squad automatic weapons are considered individual weapons for the purpose of the law. However, the Amendment does not affect "crew served" military weapons & ammunition (tanks, missiles, aircrafts, etc.). The Amendment does apply to both military and privately owned firearms and ammunition.

This Amendment affects those military members known to have, or whose commanders have reason to believe have, a "qualifying conviction" for a misdemeanor or felony crime of domestic violence. There is no exception for military personnel engaged in official duties.

A military member, has a qualifying conviction if (1) the member was convicted, in state or federal court or any general or special court-martial, of a misdemeanor or felony crime and the offense has, as an element, the use or attempted use of physical force or threatened use of a deadly weapon; (2) the convicted offender was, at the time of the offense, a current or former spouse, parent, or guardian of the victim, or a person with whom the victim shared a child, or a person with whom the victim cohabitated in an intimate relationship; and (3) the prosecution has not deferred or the conviction has not been expunged or set aside, or the convicted offender has not been pardoned for the offense.

Summary court-martial convictions, non-judicial punishment under Article 15 of the UCMJ, and deferred prosecution from certain other states are not qualifying convictions. Additionally, pending charges of domestic violence are not qualifying convictions. A Case Review Committee (CRC) determination that allegations of abuse are substantiated does not mean that a soldier has a qualifying conviction. Commanders determine whether a qualifying conviction is the factual basis for substantiated abuse.

Commanders requesting guidance concerning the Lautenberg Amendment should contact their Trial Counsel or Staff Judge Advocate.

The Department of Defense and Army policy requires the following to implement and enforce the Lautenberg Amendment: (1) notify military member(s) that it is unlawful to possess firearms and ammunition if they have a qualifying domestic violence conviction; (2) check local unit files to determine whether military member(s) have qualifying convictions and report such conviction through the command channels to HQDA; (3) detail military member(s) having or believed to have a qualifying conviction to duties not requiring the bearing of weapons or ammunition; (4) prohibit military member(s) having or believed to have a qualifying conviction from deploying for missions requiring the possession of firearms or ammunition; (5) prohibit military member(s) having or believed to have a qualifying conviction from attending any military school where instructions in weapons or ammunition is a part of the curriculum; (6) prohibit military member(s) having or believed to have a qualifying conviction from receiving OCONUS assignments; (7) transfer, where possible, military member(s) having or believed to have a qualifying conviction from TOE and TDA units and organizations; and (8) prohibiting military member(s) having or believed to have a qualifying conviction from re-enlisting.

If you have a qualifying conviction for domestic violence, the Lautenberg Amendment will almost certainly affect your military career. If you believe you have a qualifying conviction, seek the assistance of your Judge Advocate. Be sure to bring all court documents with you.

### THE LAUGHABLE ESQUIRE

Mildred was the self-appointed snoop and church gossip. She made a mistake however, when she accused George, a

member, of being an alcoholic after she saw his old pickup parked in front of the town's only bar one afternoon. She emphatically told George and several others that everyone seeing it there would know what he was doing. George, a man of few words, stared at her for a moment and just turned and walked away. He didn't explain, defend, or deny. He said nothing. Later that evening, George quietly parked his pickup in front of Mildred's house and left it there all night.

