

Embassy of the United States

Bangkok, Thailand

LIVING QUARTERS ALLOWANCE (LQA) And OVERSEAS HOUSING ALLOWANCE (OHA) MANUAL

2013



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I. LQA/OHA Easy Checklist

- Post's Regional Security Officer (RSO), Facilities Management Office (FMO) and Inter-Agency Housing Board (IAHB) approval are all required before leasing a residence.
- Research – schedule a meeting with the GSO Housing office. Consider apartments in buildings where GSO already leases apartments and where regular safety inspections are performed. Talk to colleagues about their LQA/OHA experiences. Determine your space and allowance maximums (more information in this manual), learn about how GSO measures space (see Appendix 1), and discuss timelines.
- Work with real estate agents or on your own to find a home. Consider location (near schools, parks, transportation, etc.) Talk to other residents to get a feel for management responsiveness on maintenance and upkeep issues – all the sole responsibility of the **landlord**. **Take the Safety, Security, and space measurement information with you and check as best you can to ensure the home meets all basic requirements (Pages 4-5).**
- When you find a home that you would like to consider, please contact GSO/Housing at BangkokGSOHousing@state.gov to obtain an “LQA /OHA Inspection Request Form”. Please submit completed form to GSO/Housing and be sure to include your agency, your position grade, your title, your tour end date, and the number of dependents on your official orders who will be living with you in the residence – specify full-time or part-time. We will arrange to measure the property (please allow a minimum of one week).
- The GSO Housing office will notify you of the space measurement:
 - If the space measures at or below your maximum allocation, the GSO Housing office will submit a request for inspections to the RSO office and the FMO office (Please allow a minimum of two weeks for the RSO and FMO inspections). Your requested housing choice will also go to the Interagency Housing Board (IAHB) for consideration.
 - If the space measures over your space maximum, you may request a review of your selected property by the IAHB by sending an email request to BangkokGSOHousing@state.gov for inclusion on the agenda of the next IAHB meeting. Alternatively, you may request that the GSO Housing office measure a different home. Please note the IAHB generally meets one time a month, please plan accordingly.
- When you receive the results from FMO and RSO safety and security inspections you must discuss with your landlord to ensure all required items are completed. This is also a good time to negotiate rental price, the model lease (Appendix 5), furniture, amenities, etc. with your landlord. Please note that safety and security are primary requirements of the USG and upgrades must be completed prior to occupancy. See page 6 for lease signing tips.
- When RSO and FMO requirements are complete, inform GSO Housing and our office will request re-inspections.
- Check that your home has approvals from GSO, RSO, FMO, and the IAHB.
- GSO/Housing will notify you of all completed inspections and give final approval.
- After you receive final approval from Housing, sign your lease! We strongly recommend

using the OBO Model lease (Appendix 5).

□ Send an electronic copy of your signed lease to BangkokGSOHousing@state.gov and ask the Housing Office to submit an e-Service request to the Facilities Management Section to have a fire extinguisher and smoke detectors delivered to your residence.

RSO Security Home Search Checklist for LQA/OHA

Lighting

- 1) Entrance areas, apartment hallways, and grounds adjacent to building façade must have sufficient lighting.
- 2) The area surrounding the building should have sufficient exterior lights to eliminate hiding areas.

Apartment

- 1) Building entrances must have controlled access.
- 2) Building must have an enforceable visitor policy (required to turn in a form of identification).
- 3) Guards should escort visitors to the apartment or have the tenant meet guests in the lobby.
- 4) Apartment balcony (or other apartment windows) must not be accessible from any other balcony, ledge, roof or windows.
- 5) RSO also prefers that you lease above the 3rd floor but below the 10th floor (height of fire truck ladders) and that the lobby and elevator of the building cannot be viewed from the street.

Doors

- 1) Entrance doors must be substantial, solid core doors. There cannot be a glass window or ornamentation adjacent to the entrance door.
- 2) Entrance doors must have (optical) viewers (peep hole's) installed, or other means of seeing visitors without opening the door.
- 3) All apartment entrances/exits must have substantial deadbolt locks (locks must meet RSO compliance standards).
- 4) All sliding glass doors must be secured by a rod (Charlie bar) in the slide track or have extra locks for increased security.
- 5) If a lock is within 40 inches of a window, then the door should have double cylinder deadbolt locks or extra locks for increased security.

Windows

- 1) All accessible windows must have locking or latching mechanisms.
- 2) If the window is not secured, grills must be installed.
- 3) Sliding glass windows should have only one side that is able to be opened, or extra locks should be installed for extra security.

Perimeter Security

- 1) Perimeter of the building must be checked on a daily basis (both during the day and night).
- 2) Entrance gate must be solid and in good condition.
- 3) Security cameras must monitor the perimeter, the lobby, and the interior of the elevators.
- 4) Perimeter should not be climbable and must be at least 4 to 5 feet high.

Residential Parking

- 1) Vehicle access to the residence must be controlled by electronic means or by an officer checking passes.
- 2) There must be a control on visitors allowed to use the car park.

Local Guards

- 1) The site must have 24 hour coverage.
- 2) The site should have sufficient guards working at all times to cover the entire are of the complex.
- 3) There should be both roving and stationary guards.
- 4) The guard office should be equipped with radio communication for patrols.

A. POSHO Safety Home Search Checklist for LQA/OHA

Fire Escape Stairs

- 1) The building must have a fully functioning fire alarm system – inquire about delayed fire alarms – how long is the delay? If no alarm system or delay is over 3 minutes do not lease.
- 2) Does the building have a fully functioning fire sprinkler system?
- 3) The building must have two interior enclosed stairwells leading from street level to the level on which the apartment is located.
- 4) One stairwell (vertical ladder exits are not acceptable) must be a fire egress, which is completely enclosed, wider than 2 feet at all points, steps have evenly-spaced risers, and openings between steps are not larger than 10 cm.
- 5) All doors accessing both stairwells must be unlocked from interior and accessible in the case of an emergency.
- 6) All railings on open stairwells need to be 107 cm or more from floor.
- 7) Building must have illuminated exit signs with backup power supply.

Pool Safety

- 1) Swimming pool or open water area cannot be directly accessible from your apartment/house. If it is, there must be a non-climbable 4 -foot barrier surrounding the entire pool/water area. Pool gate latch must be 4.5 feet high and be self-closing and self-locking and pool must have mandatory safety signs and pool safety equipment (for a full list please contact the POSHO).

Elevator

- 1) Must have current elevator maintenance certificate

Electrical/Gas (most Bangkok homes do not currently meet our requirements, you will have to negotiate with landlords to make these upgrades):

- 1) GFCIs must be installed in all electrical outlets near water sources such as sinks and washing machines - (most Bangkok homes do not currently have these, you will have to negotiate with landlords to make the upgrades).
- 2) Electrical outlets must be grounded.
- 3) Circuit panels must be properly labeled.
- 4) All bedrooms, corridors leading to bedrooms, areas at top of internal stairwells, and area on each floor must have smoke detectors with confirmation of proper operation. Embassy's FM section will supply upon request.
- 5) LPG gases must be located on the exterior of the building (At least 7.6 m from sources of ignition & 1.5 m from building openings), placed upright & securely anchored or chained in place. Supply must be through a rigid pipe (iron or steel), or tubing (steel, brass or copper) and the tank must have a manual shut-off valve within 1.8 m of the appliance.

****Please note: this list is not meant to be an exhaustive list of the RSO or FMO requirements. It provides basic guideline for recognizing immediate structural and safety problems which must be rectified to meet the safety and health standards of the USG. When the RSO and FMO offices conduct full inspections of an apartment or home there will generally be additional requirements to be met before an apartment can be approved for occupancy.**

II. INTRODUCTION: LQA and OHA

Privately leased housing acquired by civilian employees under the Living Quarters Allowance (LQA) program and military personnel acquiring privately leased housing under the Overseas Housing Allowance (OHA) program are governed by the same standards (security, safety, and space) as U.S. Government-held housing. Regulations governing LQA and OHA may be found in the Foreign Affairs Manual Section 15 ([15 FAM](#)). Units proposed for private leases must be approved in advance by the IAHB, the Regional Security Officer (RSO), Facilities Management Officer (FMO) and General Services Officer (GSO).

Further specifics and information on OHA and regulations can be found in the Joint Federal Travel Regulations (JFTR) accessed at <http://www.defensetravel.dod.mil/site/travelreg.cfm>

Further specifics and information on LQA and related regulations can be found in the Department of State Standardized Regulations (DSSR) section 130 at http://aoprals.state.gov/content.asp?content_id=241&menu_id=81

III. Tips to Assist you with the Leasing Process

A. Signing the Lease

Your allowance is provided to cover rent, utilities, and, should you need it, furniture rental. By all means try to negotiate a lower rent!

The Embassy leases are signed on standard lease forms which are included in APPENDIX 5. The model standard lease is comprehensive and is a template mandated and approved by the Department of State. Your lease may look different but these are some items to consider in a lease:

- Do **not** agree to build in increases in the rent.
- Do **not** agree to pay condominium fees separately from the rent - these fees should be included in monthly lease fee.
- Make sure guard services and related condo fees (if applicable) **are** included in the rent.
- For apartments, inquire if you have a designated parking space and storage room if needed (included in the rent)
- Period of the lease should be the time of your tour in the country. If an employee wants to extend his or her tour of duty in Bangkok, he or she must first consider whether the landlord will agree to extend the lease terms to cover the duration of the new tour of duty.
- Do a separate inventory/condition appraisal for the apartment, noting the condition of all furnishings (carpets, lamps, curtains, etc) that the landlord provides as well as any structural damage (holes in walls, dented cabinets, etc). Have the landlord or building staff sign and date your inventory with the condition of items listed. (Sample initial occupancy checklist and inventory walk-through sheet provided in Appendix 8).

When it comes time to pay the first and last month's deposit you will be caught in a catch 22. You will most likely need to pay the customary first and last month rent at the time you sign the lease.

Consult with your Agency for LQA/OHA advance payment policy.

When negotiating your lease, ask the landlords to pay for or provide all of the upgrades, changes, and security features required by RSO and/or FMO identified in the inspection report. The Landlord will have to supply new locks and give the new keys only to the tenant. Your allowance must cover rent and utilities. There is no guarantee that the allowance will go up, so it's best to give yourself some breathing room in case the exchange rate changes. Be sure to do a comprehensive estimate of non-rent costs that should be covered by your LQA. It's not always possible to anticipate all fees, nor is it possible to predict with certainty utility costs, which will vary

considerably according to the living habits of the residents and use of appliances. For these reasons, you should think through this estimate very carefully and ensure that your total costs do not exceed your LQA or OHA entitlement.

Again, the contract is ultimately between you and the landlord, and you are the one who will be responsible for upholding the lease. Make sure that you fully understand the lease.

B. Moving in

Remember that relationships with the packing and moving company are contractual with your agency. If you would like advice please contact your agency or GSO's customs and shipping section.

C. Bill paying and discretionary items

Cable, Internet, Telephone, Gym Membership, etc. are discretionary and are **NOT** included in your Living Quarters Allowance (LQA). The choice of services and arrangements for connecting and disconnecting services are the responsibility of the employee. GSO does not provide assistance for any of these services.

D. After moving-in

Once you have moved into your residence please make sure to provide the *GSO Housing Office* with your current address and phone number. **This is very important for emergency contact purposes.**

Should you begin to have problems with your apartment/house, need repairs or replacement of landlord supplied appliances, your point of contact is your landlord. Repairs and the like are the responsibility of the landlord, **not the Embassy.**

Important Note: For LQA and OHA questions not answered on this manual, please consult the websites noted in this manual for the JFTR, DSSR, and FAM, or contact your Agency's representative who handles allowances.

IV. Regional Security Office (RSO) Residential Security

A. Residential Security Standards

All Embassy residences must be surveyed and approved by the Regional Security Office before a lease can be signed. Any necessary or required security upgrades must be completed and installed before the employee is authorized to move into the residence. Employees are strongly urged to use all security equipment required for their homes – security lighting, deadbolt locks, peep holes, etc. Areas where Embassy employees reside are relatively safe and secure from crime and acts of violence. However, as in all large metropolitan cities, the risk of crime can't be ignored. Embassy families are urged to maintain their vigilance, vary their routes and times or avoid set patterns, remain alert to their surroundings, and have a family emergency plan (evacuation, flood, fire, authorized or ordered departure). Family members should periodically review their family emergency plan.

Personnel should immediately notify the Regional Security Office or Post #1 if:

- They believe they or a member of their family has been threatened.
- There has been an attempted or actual break-in of the quarters.
- There is any unusual situation; incident or accident, which affects personal safety.

B. Security and POHSO Guidelines

The effectiveness of the Residential Security Program depends on how well it is understood and practiced by each employee. The following suggestions are provided to assist residential occupants in this process:

Know Your Neighborhood

- Familiarize yourself with the surroundings;
- Get acquainted with your neighbors.

Physical Security

- Keep exterior security lights on during hours of darkness and replace non-functioning lights immediately;
- Prune trees and vines that block exterior lighting or which provide access to windows, balconies or roof. Also, trim any shrubbery close to the house, especially near doors and windows;
- Place charley bars firmly on sliding glass doors. Inform the RSO whenever your residence will be vacant for extended periods.
- Minimum balcony railing heights. (*Balcony railings must be railed off with sturdy supports with no openings larger than 10 cm, bottom of railing no more than 10 cm from the floor, and top of railing is 107 cm or more from the floor.*)
- Your residence must have an adequate rear or side egress door with minimum width passageway for an emergency exit. If no egress passage exists, or a 2-foot or smaller wide passageway exists, this apartment will not meet fire safety standards and may not be leased. Similarly, buildings/apartments with no secondary egress also will not meet fire safety standards and may not be leased.
- Verify that apartment entrance and secondary egress doors are solid core doors with peep holes. If your apartment does not have these features you must include them in your make ready requirements for the landlord to complete before leasing the apartment.

APPENDIX 1 MEASURING SPACE FOR RESIDENTIAL PROPERTIES (15 FAM Exhibit 238B)

Net space includes all usable living space on all floors, measured from wall-to-wall within each room: reception rooms, ballrooms, living rooms, dining rooms, bedrooms, kitchens (from wall-to-wall, including cupboard/ counter space), breakfast and eating areas, pantries (unless exclusively storage space), libraries, dens/studies, family and recreation rooms, powder rooms, bathrooms, dressing rooms, enclosed patios/terraces/balconies (if heated/air-conditioned and usable year-round).

Net space excludes open balconies, garages, halls, foyers, stairwells, elevator and chimney shafts, dumbwaiters, domestic staff quarters (only areas specifically designed as such), utility shafts/closets, laundry or household appliance rooms, built-in closets (or space occupied by wardrobes), furnace/fuel rooms, and storage areas. If live-in help occupies space that would otherwise be used by the occupant as living space, this space does not qualify as domestic staff quarters and must be included in the net total. Do not measure exterior walls and thickness of interior partitions when measuring usable space. (If portions of residential space must be used for official storage, post should request a waiver from the Bureau of Overseas Buildings Operations (OBO) to deduct it from net area.)

Gross space includes all areas on all floors within the normal outside surface of the exterior walls, hallways and foyers, attics and basements, finished or unfinished, if a person can walk upright in them and they are easily accessible (exclude crawl spaces in attics and basements), stairwells, elevator and chimney shafts, and dumbwaiters or similar installations. Measure these areas as if the actual floors were in existence on each level and there were no stairway, elevator or other shaft. Gross space includes mechanical equipment rooms, garages, and servants' quarters that are incorporated in the main structure and part of the residence.

Gross space excludes separate outbuildings (garages, sheds, and domestic staff quarters). If they are significant in size or function, report them as ancillary structures. Gross space also excludes open courtyards or walkways that lead from one building or section of a building to another, loading platforms, outside porches, outside stairs, terraces, parking lots and open, but covered, outside parking.

NOTE: Gross area must be greater than net. All net space is automatically included in gross. Areas not included in gross should not be included in net area.

APPENDIX 2 RANK TIERS AND GRADE EQUIVALENTS 15 FAM EXHIBIT 264

	FS	GS	MILITARY	WAGE SYSTEM
Group 1 Executive	SFS	SES GS 16-18	O-10 through O-7	
Group 2 Middle	FS-01 FS-02	GS-15 GS-14 GS-13	O-6 O-5/W-5 O-4/W-4	WS-14-19, WL-15, and Productive Support Equivalents
Group 3 Standard	FS-03 FS-04 FS-05 FS-06 FS-07 FS-08 FS-09	GS-12 GS-11 GS-10 GS-09 GS-08 GS-07 GS-06 GS-05	O-3/W-3 O-2/W-2 O-1/W-1 E-7/8/9 E-5/6 E-1/2/3/4	WS 8-13, WL 6-14, WG 12-15, and Productive Support Equivalents

NOTE: These groups and grade equivalents are established for housing space standards only and may differ from those established by law or regulation for any other purpose.

APPENDIX 3 RESIDENTIAL SPACE AUTHORIZATION (15 FAM Exhibit 237A)

Space Standard Chart shown in Square Feet and (Square Meters)

LOCALITY 2 (10 Percent Increase over Locality 1)

Rank	Number of Occupants			
	1-2	3-4	5-6	7+
Executive	1870 (174)	2361 (219)	2712 (252)	2852 (265)
Middle	1426 (132)	2057 (191)	2408 (224)	2548 (237)
Standard	1286 (119)	1870 (174)	2174 (202)	2314 (215)

POST LOCALITY TYPES (15 FAM Exhibit 237B)

Posts not listed will be given the highest rating shown for their country.

COUNTRY	POST NAME	LOCALITY TYPE
THAILAND	BANGKOK	2
THAILAND	CHIANG MAI	3
THAILAND	UDORN	3

APPENDIX 4 QUARTERS ALLOWANCE GROUPS (DSSR 135.2)

The table below is a grouping by personnel classification of the various categories of Government personnel who are eligible for living quarters allowances, viz., Chiefs of Mission as defined in 22 U.S.C. 3902 and Career Ambassadors as defined in 22 U.S.C. 3903; Foreign Service (FS); General Schedule employees (GS); Agency for International Development employees (AID-FC); and wage board employees and teachers of the Departments of the Air Force, Army, and Navy.

(The grade equivalents in the above table are for purposes of establishing LQA rates only.)

QUARTERS GROUPS	PERSONNEL CLASSIFICATIONS						
	Department of State			Department of Defense			
	FS	GS	AID(FC)	WG	WL	WS	DoDDS TP
1	Chief of Mission Career Ambassador						
2	SFS & 01 - 02	SES/SL/ST & 14 - 15	11 - 14				
3	03 - 05	10 - 13	7 - 10	14-15	12-15	11-19	Schedule C Bachelor's Degree Step 4 & above and Schedules D-F K, L & M-O
4	06 - 09	1 - 9	1 - 6	1-13	1-11	1-10	Schedule C Bachelor's Degree Step 1-3

Department of Defense National Security Personnel System (NSPS)			
Pay Schedules	Quarters Group 2	Quarters Group 3	Quarters Group 4
STANDARD CAREER GROUP			
Professional/Analytical (YA)	Pay Band 3	Pay Band 2	Pay Band 1
Technical Support (YB)		Pay Band 3	Pay Band 1, Pay Band 2
Supervisor/Manager (YC)	Pay Band 3	Pay Band 2	Pay Band 1
Student (YP)			Pay Band 1
SCIENTIFIC & ENGINEERING			
Professional (YD)	Pay Band 3	Pay Band 2	Pay Band 1
Technician/Support (YE)		Pay Band 3, Pay Band 4	Pay Band 1, Pay Band 2
Supervisor/Manager (YF)	Pay Band 3	Pay Band 2	Pay Band 1
INVESTIGATIVE AND PROTECTIVE SERVICES			
Investigative (YK)	Pay Band 3	Pay Band 2	Pay Band 1
Fire Protection (YL)		Pay Band 3, Pay Band 4	Pay Band 1, Pay Band 2
Police/Security Guard (YM)			Pay Band 1, Pay Band 2
Supervisor/Manager (YN)	Pay Band 3	Pay Band 2	Pay Band 1
MEDICAL			
Physician/Dentist (YG)	Pay Band 2, Pay Band 3		
Professional (YH)	Pay Band 3	Pay Band 2	Pay Band 1
Technician/Support (YI)		Pay Band 3	Pay Band 1, Pay Band 2
Supervisor/Manager (YJ)	Pay Band 3, Pay Band 4	Pay Band 2	Pay Band 1

Employees in this Pay Band who have 15 years of U.S. Government service may be assigned to Quarters Group 3 at the discretion of the DoD Component.

Defense Civilian Intelligence Personnel System (DCIPS)	
PAY PLAN AND BAND	QUARTERS GROUP
IE (DISES), IP (DISL), IA Bands 4 & 5	2
IA Band 3	3
IA Bands 1 & 2	4

Appendix 5 MODEL STANDARD LEASE (15 FAM Exhibit 341B)

See <http://arpsdir.a.state.gov/fam/15FAM/15FAM0340.html#X341B> for an electronic copy with instructions

NOTE: Please review carefully and delete excess text or instructions, if necessary, and remove all brackets and alternative language before showing the lease to a landlord.

MODEL STANDARD LEASE

Lease No.: _____

Fiscal Data: _____

LEASE AGREEMENT

between

_____ and

OCCUPANT'S NAME

ARTICLE ONE: PARTIES

This lease (*hereinafter the "Lease"*) is entered into this _____ day of _____, 20__, by (name and address of Lessor), for himself/herself/itself, his/her/its heirs, executors, administrators, successors and assigns, hereinafter referred to as "the LANDLORD," and Tenant's name _____, hereinafter referred to as "the TENANT."

ARTICLE TWO: DESCRIPTION OF PREMISES

A. The LANDLORD hereby leases to the TENANT the following described Premises *and* their appurtenances (*hereinafter the "Premises"*) to be used as a United States diplomatic establishment and for such other purposes as the TENANT may desire:

1. *Legal Description: (Official title/deed description)*
2. *Physical Description: (Actual structures)*
3. *Additional Property: (Non structural property, e.g. generators or water tanks)*

B. *Inventories and condition reports of the Premises, including any mechanical or electrical equipment, furniture, and furnishings provided by the LANDLORD, as they now exist, signed by both parties, are attached to and made part of this Lease.*

ARTICLE THREE: LEASE TERM

The term of this lease shall be for _____ months/years, beginning _____, 20__, and ending _____, 20__.

ARTICLE FOUR: LEASE RENEWAL

The Lease is renewable by the TENANT under these same terms and conditions for ___ further period(s) of ___ years, or until (date). Written notice *must be* given to the LANDLORD at least ___ days prior to the date *the* Lease term or any *renewal period* would otherwise expire.

ARTICLE FIVE: PAYMENT

The TENANT shall pay the LANDLORD for the Premises rented, *the operating expenses thereof*, and for other services or *improvements as follows*:

- A. *The basic annual rent for the leased Premises is _____. It will be paid in annual/monthly/quarterly/semi-annual installments of _____ (choose currency).*

B. The initial estimate for annual operating expenses for the leased Premises is _____, and will cover the following services: (see instructions for allowable operating expenses). It will be paid monthly in equal amounts. In January each calendar year, the LANDLORD will submit operating expense receipts to an independent accounting firm for auditing, to be completed before the end of February. If the audit reveals that the LANDLORD justifiably paid more in operating expenses than the TENANT remitted during the year, the TENANT will pay the difference. If the audit reveals that the LANDLORD paid less in legitimate operating expenses than it collected from the TENANT, the LANDLORD will refund any excess operating expense funds to the TENANT.

The actual operating expenses of each year, confirmed by the audit, will be the basis for the estimate of operating costs for the subsequent year. These expenses are not subject to any rental escalation.

C. The Parties agree that in exchange for the Landlord providing the following improvements:

- 1.
- 2.

The Tenant agrees to pay the total sum of \$_____. This sum will be paid to the Landlord over the life of the original lease term in the amount of \$_____ per month/quarter in addition to and at the same time as the rent payment. These payments are not subject to any escalation of rental rates.

D. All financial obligations of the TENANT resulting from this Lease are subject to the availability of funds appropriated annually by the Congress of the United States of America.

ARTICLE SIX: WARRANTIES

A. The LANDLORD warrants that he/she/it is the sole and lawful owner of the Premises and that he/she/it is duly authorized and able to enter into this Lease and perform its obligations, and that this Lease and TENANT's rights hereunder do not and will not conflict with any rights of Landlord or any third party or governmental entity. The LANDLORD also warrants that the TENANT shall peaceably enjoy possession of the Premises for the Lease term (and any extensions thereof), without any interruption or disturbance from the LANDLORD, or any other person claiming by, from, through, or under the LANDLORD or otherwise. The LANDLORD further warrants that he/she/it will hold the TENANT free and harmless from any and all demands, claims, actions or proceedings by any other party in regard to the leased Premises.

B. The LANDLORD will handle and settle or otherwise dispose of all demands, claims, actions, or proceedings by others in respect of TENANT's right of quiet possession. If the TENANT has notified the LANDLORD in writing of the demand, claim, action or proceeding, and the LANDLORD has failed to take timely action to handle, settle or otherwise dispose of such demand, claim, action or proceeding, then the TENANT may defend its right to quiet possession, and the Landlord agrees to reimburse the TENANT for any and all costs incurred thereby (including, without limitation, all attorney's fees and costs) as soon as practicable after the TENANT's presentation of its claim for such expenses.

C. The TENANT warrants that the person executing this Lease on its behalf has all requisite power and authority to enter into this lease agreement on behalf of the United States of America.

ARTICLE SEVEN: LANDLORD RIGHTS AND RESPONSIBILITIES

A. Right of Entry. For the purpose of maintaining the Premises, the LANDLORD reserves the right to enter the Premises to inspect and make any necessary repairs, so long as such entry is at prearranged times, with the consent of the TENANT, and, at the TENANT's discretion, in the presence of a TENANT employee. The TENANT's consent shall not be unreasonably withheld. The LANDLORD may not, however, gain access to sensitive or secured areas, as determined by the TENANT in its sole discretion.

B. LANDLORD-provided services. The LANDLORD shall furnish or otherwise provide to the TENANT during the Lease term the following: _____.

C. Maintenance Responsibilities. The LANDLORD shall, at his/her/its own cost and expense, be responsible for all significant maintenance, structural work, and repair including, but not limited to, maintenance and repair of structural elements and systems such as walls, ceilings, roofs, floors, foundations, heat, ventilating and air-conditioning systems, elevators, escalators, plumbing and related fixtures, LANDLORD-supplied generators, water filtration systems, and fire protection systems. *(As per Article 8, Part B, the TENANT is only responsible for such minor maintenance as trash removal and light bulb replacement, as required to fulfill its obligation to keep the Premises in good repair and tenantable condition.)* The LANDLORD acknowledges that fulfillment of all of its obligations hereunder, including keeping the building, its systems, and all common and external areas thereof in good repair and tenantable condition, are essential to make the Premises appropriate for use by the United States of America.

(If the Premises are within a multi-tenant unit, or bordered by sidewalks and/or parking spaces, see instructions for additional language.)

D. Responsibility for Damages. The LANDLORD will be responsible for any damages caused by the breakdown of any building systems or any failure to maintain the common areas of the Premises. The LANDLORD shall not be responsible for interruptions in utilities, beyond LANDLORD's control, supplied by municipal sources. The LANDLORD accepts full and sole responsibility for any claim arising in connection with damage or injury sustained through the use of public entrances, stairways, elevators, hallways and conveniences.

E. Emergency Repairs. The LANDLORD agrees to commence, carry out, and complete, at its sole expense, emergency repairs within 48 hours after receiving oral or written notice from the TENANT of the need for repairs. For repairs that cannot be completed within 48 hours, the LANDLORD agrees to present a completion schedule for acceptance by the TENANT. For any emergency repairs that the LANDLORD does not handle in this manner, the TENANT may undertake the repair at the LANDLORD's sole expense. Any funds expended by the TENANT in this regard shall be deemed prepaid rent toward the next rental payment shall be reduced by this amount. If all rental payments have been made, or the amount exceeds the rental payment, the LANDLORD will make a direct refund to the TENANT.

F. Taxes, Fees, and Assessments. The LANDLORD accepts full and sole responsibility for the payment of all fees, taxes, levies, duties and other charges of a public nature that are or may be assessed against the property, including all use, ownership, and property taxes. Further, all expenses, if any, incurred in connection with the execution or registration of this Lease, including without limitation, notarize charges, registration charges, transaction taxes, stamp duties or other fiscal charges shall be paid by the LANDLORD.

G. Registration. If local law requires the LANDLORD to register this lease, he/she/it warrants that he/she/it will do so at his/her/its sole expense, and, if so required by the TENANT in writing, he/she/it will provide the TENANT proof of registration within a reasonable time following the execution of this LEASE or extensions thereof.

H. Claims. The LANDLORD accepts full and sole responsibility for any claims arising from the TENANT or from third parties for damage or injury sustained when the LANDLORD has failed to maintain or repair the Premises or any systems or common areas as required by this Lease. The LANDLORD also accepts responsibility for damage or injury sustained by TENANT or third parties and resulting from the negligence and/or willful acts of the LANDLORD, LANDLORD's agents, and/or employees.

ARTICLE EIGHT: TENANT RIGHTS AND RESPONSIBILITIES

A. The TENANT shall have the right, during the existence of this Lease, to erect structures, additions and signs, to make alterations, and/or attach fixtures in or upon the Premises. This includes the right to affix a flagstaff, U.S. flag, U.S. seal, and office signs and insignia on the Premises leased. Such fixtures, additions, or structures placed in or upon or attached to the said Premises shall be and remain the property of the TENANT and may be removed before, at the time of, or within a reasonable time after the Lease or any extension thereof expires or is terminated.

B. The TENANT shall, unless specified to the contrary, maintain the said Premises in good repair and tenantable condition, including minor maintenance such as trash removal and light bulb replacement, during the continuance of this Lease, except for reasonable and ordinary wear and tear, damage by the elements, or other circumstances not under the TENANT's control. Any damage arising from the intentional acts or negligence of the LANDLORD, its agents or employees, or any other third parties not under LANDLORD's or TENANT's control, is similarly excepted.

ARTICLE NINE: ASSIGNMENT AND SUBLEASE

A. The TENANT may at any time assign its interest in the Premises or any portion thereof or sublet the Premises or any portion thereof to any party without the prior consent of the LANDLORD.

B. If the LANDLORD intends to assign its rights and responsibilities under the Lease to a third party, or if the LANDLORD intends to transfer its interest in the property to a third party by any method, the LANDLORD shall give to the TENANT written notice of the identity of such third party at least 90 days before to the transfer or assignment. The TENANT agrees to keep this information confidential until after the transfer is complete. The TENANT may, within 90 days of receipt of the notice, terminate the Lease.

ARTICLE TEN: PURCHASE OPTION

A. The LANDLORD hereby grants to the TENANT, in consideration of this Lease and the rental rates agreed to above, a firm option to purchase, in fee simple absolute and free of all encumbrances, the Premises covered by this Lease, including land, improvements and all appurtenances. The entire purchase price is _____.

B. The decision to exercise the option to purchase is at the sole discretion of the TENANT, and shall not be construed to create any obligation by the TENANT to purchase the property under any circumstances, or to create any right in the LANDLORD to compel a sale.

C. This option to purchase shall continue open and in full force for the Lease term and any renewals thereof. If and when the TENANT exercises the said option to purchase, the LANDLORD covenants and agrees to convey to the United States of America an unencumbered fee simple absolute title (complete and perpetual ownership) to the Premises covered by this Lease, including the land, improvements and all appurtenances, by deed with covenant of warranty and covenant against encumbrances.

ARTICLE ELEVEN: INSURANCE

A. The LANDLORD shall bear responsibility for all risk of loss of or damage to the Premises, for the entire term of this Lease, arising from any causes whatsoever, other than TENANT fault, including but not limited to fire; lightning; storm; tempest; explosion; riot; civil commotion; malicious or criminal acts of destruction; bursting or overflowing of water tanks, apparatus or pipes, boiler or machinery; flood; labor disturbance; earthquake; malicious damage or any other casualty or Act of God.

B. The LANDLORD shall adequately insure the property against fire and all other risks

enumerated above and normally insured under standard coverage; the LANDLORD shall also carry adequate personal injury and liability insurance on all areas of the property to cover all risks for which he/she/it is responsible. Evidence of the LANDLORD's insurance coverage shall be furnished to the TENANT within 21 days after the parties sign the Lease, and the TENANT reserves the right to ask in intervals thereafter for proof that the policy remains in force, and may withhold rent until the LANDLORD provides such proof.

C. Each party, respectively, shall be liable for damages to the leased Premises caused by its own fault or negligence, or that of its agents and/or employees.

ARTICLE TWELVE: DESTRUCTION OF PREMISES

A. Whenever the Premises or any essential part thereof shall be destroyed or rendered unfit for further tenancy through fire, vandalism, earthquake, flood, storm, war, civil disturbance, Act of God, or other similar casualty, this Lease shall, at the option of the TENANT, immediately terminate. In case of partial destruction or damage, this Lease may be terminated in whole or in part at the TENANT's option. Should the TENANT exercise its option, it shall provide at least twenty days' written notice to the LANDLORD, and no rent shall accrue to the LANDLORD after such termination.

B. If the Lease is terminated in whole or in part, the LANDLORD shall within 45 days of termination refund any advance rental payments in excess of rental liabilities accrued to the date of termination. Should the TENANT elect to remain in Premises rendered partially untenantable, a proportionate rebate or reduction of prevailing rental payments will be allowed and will be reflected in an amendment to this Lease to be signed within two months after the damage occurs.

ARTICLE THIRTEEN: LANDLORD'S DEFAULT

In the event the LANDLORD fails to fulfill any of its obligations under this Lease ("default"), and where this Lease specifically provides no other remedy for such failure, the TENANT is entitled either to terminate this Lease, or, at its option, to take any measures which it deems necessary to establish the conditions contemplated by this agreement at the entire expense of the LANDLORD, including offsetting rental payments against any cost incurred by the TENANT due to LANDLORD default. The TENANT will provide written advance notice to the LANDLORD of its intention to take action in accordance with this Article.

ARTICLE FOURTEEN: TERMINATION

A. The TENANT may, for its convenience, terminate this Lease in whole or in part at any time, if it determines that such termination is in the best interests of the TENANT, by giving written notice to the LANDLORD 30 days in advance. If the TENANT terminates this Lease in accordance with this clause, the TENANT shall not be liable for any charges additional to those normally incurred up to the date the Lease is terminated.

B. The LANDLORD further agrees to make a pro rata refund of any rent payments made for periods beyond the date the TENANT surrenders the Premises in pursuance of any of the TENANT's termination rights as contained in this Lease.

ARTICLE FIFTEEN: DISPUTES RESOLUTION

A. In the event that any disputes arise concerning the text of this Lease, the English version controls.

B. Any disputes arising between the parties hereto concerning this Lease, which cannot be resolved in negotiations between the LANDLORD and TENANT, shall be settled in accordance with the dispute settlement provisions that follow:

1. This Lease is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 01-613) (the "Act"). Except as provided in the Act, all disputes arising under or relating to

this Lease shall be resolved exclusively under this Article; the parties hereby waive any right they might have to bring suit in respect of any disputes or claims arising under or relating to this Lease.

2. "Claim," as used in this Article, means a written demand or written assertion by the LANDLORD or TENANT seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of the Lease terms, or other relief arising under or relating to this Lease. A "claim arising under the Lease," unlike a claim relating to the Lease is a claim that can be resolved under an article of this Lease that provides for the relief sought by the claimant. However, a written demand or written assertion by the LANDLORD seeking the payment of money exceeding US \$100,000 is not a claim until certified as required by **subparagraphs 4(A) through 4(D)** of this Article. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this Article, if it is disputed either as to liability or amount or is not acted upon within a reasonable time.
3. A claim by the LANDLORD shall be made in writing and submitted within 6 years after accrual of the claim to the TENANT's Contracting Officer for a written decision. A claim by the TENANT against the LANDLORD shall be subject to a written decision by the TENANT's Contracting Officer.
4.
 - (A) The LANDLORD shall provide the certification specified in subparagraph 4(C) of this Article when submitting any claim exceeding US \$100,000; or regardless of the amount claimed, when using Arbitration conducted pursuant to 5 U.S.C. §§ 575-580 or any other alternative means of dispute resolution ("ADR") technique that the TENANT elects to handle in accordance with the Administrative Dispute Resolution Act ("ADRA").
 - (B) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - (C) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the Lease adjustment for which the LANDLORD believes the TENANT is liable; and that I am duly authorized to certify the claim on behalf of the Landlord."
 - (D) The certification may be executed by any person duly authorized to bind the LANDLORD with respect to the claim.
5. For LANDLORD claims of U.S. \$100,000 or less, the TENANT's Contracting Officer must, if requested in writing by the LANDLORD, render a decision within 60 days of the request. For LANDLORD-certified claims over U.S. \$100,000, the TENANT's Contracting Officer must, within 60 days, decide the claim or notify the LANDLORD of the date by which the decision will be made.
6. The TENANT's Contracting Officer's decision shall be final unless the LANDLORD appeals or files a suit as provided in the Act.
7. If the claim by the LANDLORD is submitted to the TENANT's Contracting Officer or a claim by the TENANT is presented to the LANDLORD, the parties, by mutual consent, may agree to use ADR. If the LANDLORD refuses an offer for alternative disputes resolution, the LANDLORD shall inform the TENANT's Contracting Officer, in writing, of the LANDLORD's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. §§ 575-580, or when using any other ADR technique

that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph 4(C) of this Article, and executed in accordance with subparagraph 4(D) of this Article.

8. The TENANT shall pay interest on the amount found due and unpaid from:
 - (A) The date the TENANT's Contracting Officer receives the claim (certified if required); or
 - (B) The date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the TENANT's Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, as fixed by the U.S. Secretary of the Treasury as provided in the Act, which is applicable to the period during which the TENANT's Contracting Officer receives the claim, and then at the rate applicable for each 6-month period as fixed by the U.S. Treasury Secretary during the pendency of the claim.
9. The LANDLORD shall proceed diligently with performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Lease, and comply with any decision from the TENANT's Contracting Officer.
10. In the event that both Parties have complied fully with all the provisions of this Article, but one of the Parties is dissatisfied with the final decision, the aggrieved Party may, at its option, either appeal the decision to the U.S. General Services Board of Contract Appeals, or file a suit in the U.S. Court of Federal Claims.

ARTICLE SIXTEEN: CHOICE OF LAW

The terms of this Lease shall be construed in accordance with the local laws governing the situs of the Premises leased hereunder.

ARTICLE SEVENTEEN: SCOPE OF AGREEMENT AND LEGAL CONSTRUCTION

- A. This Lease cancels all other agreements that the parties may have previously entered into which relate in any way to the Premises, and this written agreement constitutes the entire understanding of the parties.
- B. Oral discussions and representations made during negotiation of this Lease shall not be construed to be terms of this Lease.
- C. Any changes, additions, variations or modifications of the terms of this Lease shall not be valid unless made in writing and signed by both parties hereto. For the purposes of this Paragraph, only the signature of *the (Principal Officer, General Services Officer, Management Officer, USAID EXO, or Mission Director)* at the U.S. Embassy/USAID Mission in _____ shall be deemed valid and binding as against the TENANT.
- D. Neither failure of either Party to insist upon strict performance of any agreement, term, covenant, or condition hereof, nor failure of either Party to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any breach or a waiver of such agreement, term, covenant or condition in the future.
- E. An invalidation of one of the clauses of this lease agreement shall not be grounds for invalidation of any other clauses.

ARTICLE EIGHTEEN: NOTICES

A. All notices under this Lease agreement, other than legal service of process, shall be delivered to the persons at the addresses set forth below:

For the LANDLORD:

For the TENANT:

Address:

Address:

B. Legal service of process upon the TENANT shall be made through the Ministry of Foreign Affairs in accordance with *customary international law*.

ARTICLE NINETEEN: CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(A) The LANDLORD, by signing this Lease, hereby certifies to the best of his/her/its knowledge and belief that on or after December 23, 1989:

- (1) No appropriated funds of the United States Government have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a member of the United States Congress, an officer or employee of the United States Congress, or an employee of a Member of the United States Congress on the LANDLORD's behalf, in connection with the award of any U.S. Government contract (including this Lease), the making of any United States Government loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any such contract, grant, loan, or cooperative agreement.
- (2) If any funds other than United States Government appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a member of the United States Congress, an officer or employee of the United States Congress, or an employee of a Member of the United States Congress, on the LANDLORD's behalf in connection with this Lease, the LANDLORD shall complete and submit to the contracting officer, prior to the execution of this Lease, OMB Standard Form LLL, Disclosure of Lobbying Activities.
- (3) The LANDLORD will include the language of this certification in any contract awarded by LANDLORD to fulfill LANDLORD's obligations under this Lease that exceeds \$100,000, and will require that all recipients of such contract awards shall certify and disclose accordingly.

(B) Submission of this certification and disclosure is a prerequisite for making and entering into this Lease imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURES

IN WITNESS WHEREOF, the parties have affixed their signatures this _____ day of _____, 20__.

LANDLORD:
(Typed Name)

TENANT:
(Typed Name)

By _____
(Typed Name)

By _____
(Typed Name)

APPENDIX 6 LEASE AMENDMENT (15 FAM Exhibit 342)

Amendment No. _____ To _____

Lease No. _____

Date _____

Post _____

Property ID _____

(1) Reference is made to Lease Number _____ entered into on (Date) _____, (Year) _____ between (Name of Lessor) _____, Lessor, and the (Typed name of Resident), Lessee, for (Type of Space) _____ at _____ (Address) _____, and amendments to such lease if any.

(2) In consideration of the Lessor providing _____ square feet of additional space, the Lessee hereby agrees to pay additional rent in the amount of _____ (quarterly, annually) commencing on (Date), (Year).

(or)

The Lessor hereby grants permission to the Lessee to install (air-conditioning, grill bars, shelving, kitchen sink, sanitary facilities, etc.) in the above-mentioned premises, such installations to remain the property of the Lessee, subject to removal upon termination of the said lease without obligation to restore the premises to original condition.

(or)

Article _____ of said lease is hereby amended to provide for maintenance of the premises by the Lessee for which the rent shall be reduced to _____ annually, effective (Date), (Year).

(or)

Whereas, Article _____ of said lease now reads " _____," it is deemed in the best interest of both parties that it be changed to read " _____" as of the date of signing this agreement.

(3) Therefore, it is agreed by and between the Lessor and the Lessee that the referenced lease is hereby amended as indicated in (2) above, all other provisions of the said lease remaining the same and unchanged.

In witness thereof, the parties have hereunto subscribed their names this _____ day of (Month), (Year).

The United States of America, Acting By:

(Name and Title) _____ LESSEE

(Name, Title, and Address) _____ LESSOR

APPENDIX 7 TERMINATION & ACQUITTANCE AGREEMENT (15 FAM Exhibit 344)

Date _____

Post _____

Lease No. _____

Property ID _____

(1) Reference is hereby made to lease number _____ dated (Date), (Year) and amendments, between (Name of Lessor) ___ as Lessor and the United States of America as Lessee, providing for the lease of the following described premises:

(Brief description of premises with street address)

(2) The lease on the above premises is considered cancelled and terminated effective (Date) , and the Lessor hereby acknowledges that the premises (and furnishings) were returned by the Lessee to the Lessor on (Date) __, in a condition acceptable to the Lessor, free of any and all claims against the United States Government or any agency, agent or employee thereof.

(3) In witness thereof both the parties have hereunto signed as of the date given below:

DATED AT (Post) this day of (Month) , (Year) .

(Name and Title) LESSEE

(Name, Title, and Address) LESSOR

APPENDIX 8 INITIAL OCCUPANCY CHECKLIST

GSO Housing recommends that all residents schedule a walk-through of their unit with their building management within the first 3 weeks of occupancy. Residents should go through the below newcomers familiarity list with their building managers to familiarize themselves with their residence. Building management and residents should complete the walk-through check-list and sign the bottom indicating agreement.

Residents should keep a copy of this completed, signed form until their departure from Post. Failure to do so may result in occupant responsibility for damaged or missing items upon departure.

Newcomers Familiarity List:

1. I have picked up an "Emergency numbers" magnet from the GSO Housing Office (02-205-5326)
2. I have made arrangements for potable water delivery.
3. My apartment's main water shut-off valve is located _____
4. The water shut-off valve for each air conditioner is located _____
5. My electrical circuit breaker control box(es) is/are located in _____
6. If I have a gas stove, the gas shut-off valve is located _____
7. I have contacted the Facilities Maintenance section (02-205-5339) and requested delivery of a fire extinguisher and smoke alarms for my apartment.
8. I have checked all light bulbs in my unit and they are in good working order. (Have the landlord replace any burned out or non-working light bulbs within the first 3 weeks of your occupancy.)
9. I have checked that all appliances (stoves, air conditioners, washer/dryer, refrigerator, etc.) are in good working order.
10. I have checked that all drains, faucets, toilets, etc. work and I have found the water shut-off valves.
11. I have noted below any small landlord provided items that will need to remain in the apartment upon my departure (ex. Microwave plate, oven pan, telephones, landlord provided appliance instruction manuals, etc).

12. I have found all landlord provided manuals for home appliances.
13. I have located the building fire escape exit routes, safety equipment, and fire alarms in my building and near my apartment.

Inventory and Walk-Through Check-In List:

The occupant agrees that the unit was received in good condition. All appliances, furniture, furnishing, cabinets, bathrooms, floors, walls, windows, doors/frames, drapes/sheers, and carpets are clean and in good condition throughout the entire residence. All exceptions otherwise will be noted on the below form.

Tenant Name: _____ Building Name and Unit #: _____
 Date Moved In: _____ Date of Walk-through Check-In: _____
 Name of Building Management Representative: _____

COMMENTS	TENANT COMMENTS	BLDG MANGEMENT
APPLIANCES: Clean and functional? Any damage, scratches, dents? Stove (stove hood, fan) Microwave Refrigerator Dishwasher (if applicable) Washer Dryer Freezer Other		
LIGHTING: All lights and bulbs working? Missing bulbs?		
PLUMBING: All fixtures/faucets working and drip free?		
A/C UNITS AND FANS: Operational? A/C units drip free? Date of last a/c filter change (recommended every 6 months)? Ceiling Fans? Kitchen/Bathroom Fans?		
TELEPHONES: Installed and working?		
WALLS/CEILINGS: Paint, cleanliness, and condition? Location of any marks, holes?		

Occupant's Signature: _____ Date: _____

Building Management Representative: _____ Date: _____

Exceptions:

APPENDIX 9 LIVING QUARTERS ALLOWANCE FREQUENTLY ASKED QUESTIONS

1. Q: What is Living Quarters Allowance and what does it cover? What are my responsibilities if I receive it?

A: Living Quarters Allowance (LQA) is provided to reimburse employees for suitable, adequate living quarters at posts where the U.S. Government does not provide quarters. LQA may be used to pay for rent, utilities, taxes, and related fees (see DSSR 131.2 for a complete listing).

LQA typically demands a higher level of employee involvement than Government-provided quarters. This involvement includes filing an SF-1190 (Rev. 07/2009), "Foreign Allowances Grant, Application and Report," once a lease is signed. LQA is meant to cover costs for rent, utilities, and fees required by local law such as insurance and taxes. Refundable Security Deposits are not included in LQA payments. In addition, the rent and other fees paid by some employees may exceed the applicable LQA, in which case they will be out-of-pocket. While posts may submit a new LQA survey to seek to have the allowance raised, the Office of Allowances cannot always set LQA to cover the rent/fees of all employees. LQA is not meant, for example, to cover the housing costs of employees living in premium quarters (e.g., a penthouse apartment) or those exceeding OBO space standards. For OBO space standards, see Foreign Affairs Manual (FAM) Volume 15 Exhibit 237A.

2. Q: How do I receive payment for my Living quarters expenses?

A: LQA is paid biweekly via the Earnings & Leave Statement. The allowance is computed and paid at annual rates, divided by the number of days in the calendar year to obtain a daily rate; and then the daily rate is multiplied by 14 to obtain a Biweekly rate.

3. Q: What happens if the landlord requires an advance payment of the rent?

A: An employee must complete an SF-1190 in order to apply for an advance payment of LQA. Your agency authorizing officer is responsible for approving the advance based on the requirement in DSSR 113.3. The amount that may be paid in advance is made in accordance with agency guidelines for a period of not more than one year unless specifically approved by the authorizing officer. Refundable security deposits cannot be included in the advance. However, agents' fees may be included in the advance provided certification is made under Section 131.2. At locations requiring excessive initial rental expenses (e.g., "key" money), employees may receive an advance of LQA not to exceed three months of the annual rate of payment.

4. Q: On my next overseas assignment, I will be receiving a Living Quarters Allowance for the very first time. I have no clue what I should do to get the ball rolling. What advice can the Office of Allowances give me?

A: You should check with your post's housing office to find suitable housing that also meets security standards. Once you've found suitable quarters, you'll need to sign the lease and file an SF-1190 with the authorizing officer at your post.

5. Q: Can I use LQA to make payments on personally owned quarters?

A: Agencies may allow employees to use LQA to pay up to 10 percent of the original purchase price (converted to U.S. dollars at the original exchange rate) per year, plus utility costs. The total paid cannot exceed the LQA rate set for the post. See DSSR 136 for details.

6. Q: If I live in Government quarters am I still granted an LQA?

A: When an employee to whom LQA has been granted is moved to Government-owned or -leased quarters **that are provided to the employee** at no personal cost, LQA terminates on the date immediately preceding that on which the Government quarters are made available. Exceptions to this occur if employees occupy Government-owned or -leased quarters only during the temporary absences of the regular occupants and at the same time are obliged to maintain their own quarters. If the local Housing Board determines that it is in the Government's best interest, LQA may be terminated and the employee moved to Government-owned or -leased quarters at any point in time.

7. Q: What should I do if my rent is being raised so that it will exceed the LQA amount in Section 920 of the DSSR?

A: You will need to submit a completed Living Quarters Expenditure Worksheet to your Agency's representative who handles allowance issues or the authorizing officer at post along with documentation on the increase in your rent. The Living Quarters Expenditure Worksheet can be found on the Allowances Intranet website at <http://aoprals.a.state.gov> and Internet website at <http://aoprals.state.gov>, under "DSSR Table of Contents," "Section 960, Worksheets/Exhibits." Once the Management Officer or authorizing officer receives the form, he/she will forward it to the Office of Allowances for analysis.

8. Q: How frequently does the Office of Allowances adjust LQA rates?

A: The Office of Allowances revises Living Quarters Allowance rates based upon Living Quarters Expenditure Surveys (DS-7604) submitted by posts. The Living Quarters Expenditure Surveys are submitted on an annual basis in accordance with each post's reporting schedule. In addition, the rates may be adjusted biweekly to reflect fluctuations in the exchange rate.

9. Q: What is the source of exchange rate information used by the Office of Allowances in establishing and updating allowance rates

A: The Office of Allowances uses a variety of sources for exchange rates. If the majority of U.S.G. civilian employees at a locality have access to a Department of State-managed official accommodation exchange rate for currency exchange, we use information provided by the Department of State's Global Financial Services Center based in Charleston, South Carolina. These rates can change daily and represent the exchange rates at which the Department purchases foreign currency for official uses. In those countries where official accommodation exchange services are not available to the majority of USG civilian employees, we get data from other sources. For example, in euro countries, the majority of USG employees are affiliated with DOD and use the DOD Community Bank (Bank of America) (<http://dodcommunitybank.com/>) for personal exchange rate accommodation. For many locations where the Department of State does not offer official accommodation exchange, our diplomatic posts transmit information on a biweekly basis reporting exchange rates from the local banks most used by USG personnel.

APPENDIX 10 – HOUSING POOL RESIDENCES AS LQA OPTIONS

Housing Pool Residences as LQA Options	Eligibility According To Rank
39 BOULEVARD	
3 bed rooms/ 963 square feet	Ex 1-2 (+)/ Mid 1-2 (+)/ Stan 1-2 (+)
4 bed rooms/ 1552 square feet	Ex 1-2 (+)/ Mid 3-4 (+)/ Stan 3-4 (+)
ASOKE RESIDENCE	
3 bed rooms / 1057 square feet	Ex 1-2(+)/ Mid 1-2 (+)/ Stan 1-2 (+)
3 bed rooms / 1248 square feet	Ex 1-2 (+)/ Mid 1-2 (+)/ Stan 1-2 (+)
3 bed rooms / 1365 square feet	Ex 1-2 (+)/ Mid 1-2 (+)/ Stan 3-4 (+)
BANGKOK VIEW	
3 bed rooms / 1398 square feet	Ex 1-2 (+)/ Mid 1-2 (+)/ Stan 3-4 (+)
3 bed rooms / 1667 square feet	Ex 1-2 (+)/ Mid 3-4 (+)/ Stan 3-4 (+)
4 bed rooms / 2138 square feet	Ex 3-4 (+)/ Mid 5-6 (+)/ Stan 5-6 (+)
BLISTON SUWAN PARK VIEW	
3 bed rooms / 1398 square feet	Ex 1-2 (+)/ Mid 1-2 (+)/ Stan 3-4 (+)
3 bed rooms / 1421 square feet	Ex 1-2 (+)/ Mid 1-2 (+)/ Stan 3-4 (+)
BT RESIDENCE	
3 bed rooms / 1228 square feet	Ex 1-2 (+)/ Mid 1-2 (+)/ Stan 1-2 (+)
3 bed rooms / 1235 square feet	Ex 1-2 (+)/ Mid 1-2 (+)/ Stan 1-2 (+)
3 bed rooms / 1608 square feet	
CHAIDEE MANSION *only rent on floors 1, 2, or 3	
2 bed rooms / 1169 square feet	Ex 1-2 (+)/ Mid 1-2 (+)/ Stan 1-2 (+)
3 bed rooms / 1339 square feet	Ex 1-2 (+)/ Mid 1-2 (+)/ Stan 3-4 (+)
3 bed rooms / 1576 square feet	Ex 1-2 (+)/ Mid 3-4 (+)/ Stan 3-4 (+)
ESMERALDA	
3 bed rooms / 1126 square feet	Ex 1-2 (+)/ Mid 1-2 (+)/ Stan 1-2 (+)
3 bed rooms / 1189 square feet	Ex 1-2 (+)/ Mid 1-2 (+)/ Stan 1-2 (+)
3 bed rooms / 1228 square feet	Ex 1-2 (+)/ Mid 1-2 (+)/ Stan 1-2 (+)
G.M. HEIGHT	
3 bed rooms / 1518 square feet	Ex 1-2 (+)/ Mid 3-4 (+)/ Stan 3-4 (+)
3 bed rooms / 1793 square feet	Ex 1-2 (+)/ Mid 3-4 (+)/ Stan 3-4 (+)
GARDEN VIEW	
2 bed rooms / 1189 square feet	Ex 1-2 (+)/ Mid 1-2 (+)/ Stan 1-2 (+)
3 bed rooms / 1671 square feet	Ex 1-2 (+)/ Mid 3-4 (+)/ Stan 3-4 (+)
3 bed rooms / 1924 square feet	Ex 3-4 (+)/ Mid 3-4 (+)/ Stan 5-6 (+)
GRAND LANGSUAN CONDOMINIUM	
3 bed rooms / 903 square feet	Ex 1-2 (+)/ Mid 1-2 (+)/ Stan 1-2 (+)
GRAND SETHIWAN	
3 bed rooms / 1424 square feet	Ex 1-2 (+)/ Mid 1-2 (+)/ Stan 3-4 (+)
GREEN VILLE	
3 bed rooms / 1379 square feet	Ex 1-2 (+)/ Mid 1-2 (+)/ Stan 3-4 (+)

MAYFAIR GARDEN	
2 bed rooms / 1215 square feet	Ex 1-2 (+)/ Mid 1-2 (+)/ Stan 1-2 (+)
3 bed rooms / 1532 square feet	Ex 1-2 (+)/ Mid 3-4 (+)/ Stan 3-4 (+)
3 bed rooms / 1567 square feet	Ex 1-2 (+)/ Mid 3-4 (+)/ Stan 3-4 (+)
NICHADA REGENT (I & II)	
4 bed rooms / 1867 square feet	Ex 1-2 (+)/ Mid 3-4 (+)/ Stan 3-4 (+)
PALM TREE PLACE	
4 / bed rooms 1366 square feet	Ex 1-2 (+)/ Mid 1-2 (+)/ Stan 3-4 (+)
4 bed rooms / 1826 square feet	Ex 1-2 (+)/ Mid 3-4 (+)/ Stan 3-4 (+)
4 bed rooms / 1981 square feet	Ex 3-4 (+)/ Mid 3-4 (+)/ Stan 5-6 (+)
4 bed rooms / 2154 square feet	Ex 3-4 (+)/ Mid 5-6 (+)/ Stan 5-6 (+)
PENG SENG APT.	
2 bed rooms / 1349 square feet	Ex 1-2 (+)/ Mid 1-2 (+)/ Stan 3-4 (+)
ROYAL RESIDENCE PARK	
3 bed rooms / 1242 square feet	Ex 1-2 (+)/ Mid 1-2 (+)/ Stan 1-2 (+)
SACHAYAN COURT	
3 bed rooms / 1824 square feet	Ex 1-2 (+)/ Mid 3-4 (+)/ Stan 3-4 (+)
4 bed rooms / 2213 square feet	Ex 3-4(+)/ Mid 5-6 (+)/ Stan 7(+)
THE RESIDENCE	
3 bed rooms /1055 square feet	Ex 1-2 (+)/ Mid 1-2 (+)/ Stan 1-2 (+)
4 bed rooms / 1586 square feet	Ex 1-2 (+)/ Mid 3-4 (+)/ Stan 3-4 (+)
THE ROYAL SALADAENG	
3 bed rooms / 1144 square feet	Ex 1-2 (+)/ Mid 1-2 (+)/ Stan 1-2 (+)
3 bed rooms / 1705 square feet	Ex 1-2 (+)/ Mid 3-4 (+)/ Stan 3-4 (+)
TONSON RESIDENCE	
3 bed rooms / 1583 square feet	Ex 1-2 (+)/ Mid 3-4 (+)/ Stan 3-4 (+)
TOWER PARK APT	
3 bed rooms / 1669 square feet	Ex 1-2 (+)/ Mid 3-4 (+)/ Stan 3-4 (+)
TRINITY COMPLEX	
3 bed rooms / 1101 square feet	Ex 1-2 (+)/ Mid 3-4 (+)/ Stan 3-4 (+)
4 bed rooms / 1779 square feet	Ex 1-2 (+)/ Mid 3-4 (+)/ Stan 3-4 (+)
4 bed rooms / 2209 square feet	Ex 3-4 (+)/ Mid 5-6 (+)/ Stan7(+)
VANICHA PARK *only rent on floors 1, 2, or 3	
3 bed rooms/ 1234 square feet	Ex 1-2 (+)/ Mid 3-4 (+)/ Stan 3-4 (+)
VASU RESIDENCE	
3 bed rooms/ 1650 square feet	Ex 1-2 (+)/ Mid 3-4 (+)/ Stan 3-4 (+)
VILLA FOURTEEN	
4 bed rooms/ 1552 square feet	Ex 1-2 (+)/ Mid 3-4 (+)/ Stan 3-4 (+)

The GSO Housing office strongly recommends that LQA/OHA employees consider apartments in the buildings listed above where housing pool units are already leased, as these buildings are regularly checked to ensure compliance with U.S.G. standards.