



The ADVOCATE

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This edition of The Advocate includes Legal Assistance topics that cover Income Taxes, housing rights for tenants, a note on Maryland rent increase limits, and no-fault divorce. The articles are designed as a quick reference and overview on these subjects. To speak with an attorney, about your specific legal matter, please contact us at RLSONDWLEGALASSISTANCE@NAVY.MIL.

TAX SEASON!! (AGAIN)

- LT KAMERON T. WRIGHT, JAGC, USN

With the buds blooming and the pollen not far behind, it's that season again – Tax Season! Yes, that time of year where you get to declare all the money you made last year and, in many cases, ask the IRS for some of your money back. Here are some of the highlights to help you in filing your federal taxes this year:

Your Federal Return: What is considered "Income"?

"Income" for federal tax purposes is any income derived from any source (with some exceptions). All your income is declared on your 1040 Schedule 1, the backbone of your tax paperwork.

These taxable income sources include:

- Wages/salary (Including retirement checks and non-Roth distributions)
- Business income
- Unemployment benefits
- Self-employment income
- Dividends, royalties, and interests
- Capital Gains (selling an asset that increased in value)

The most common way to earn money is through a wage or salary: the conversion of your time into labor. Employers document these earned wages on a W-2. Any income derived from an investment (savings account, stocks, etc.) will be documented on a series 1099 (either DIV/INT/B/K/MISC) prepared by your financial institution.

If you have a rental property that produces income, you will need to fill out a 1040 Schedule E.

Tax Season:
(cont.)

HOWEVER, the following are generally NOT considered taxable sources of income:

- Basic Allowance for Housing (BAH)
- Basic Allowance for Subsistence (BAS)
- Combat Pay / Hazardous Duty Pay
- Disability payments

Bear in mind that your base pay and bonuses are subject to income tax – take a quick look at your LES and you'll see where the government withheld part of your pay to account for the taxes you owe. The sum of all the income you made is called your Gross Income (GI).

Deducing How Best to Deduct those Deductions

GI → AGI → TI Fortunately, you generally only have to reconcile the taxes paid on your Taxable Income (TI).
 TIs (what's taxed) You are able to lower your tax burden by deducting certain expenses and costs from your gross income. Congress approved a set amount of deductions, known as the Standard Deduction, for taxpayers to simplify their tax filings:

Standard deductions for 2022:

- Single/Married filing separately - \$12,950
- Married Filing Jointly - \$25,900
- Head of Household - \$19,400

This effectively means, at a minimum, you can claim the deductions listed above when filling out your 1040 Schedule 1. Alternatively, you can choose to “itemize” your deductions, if the total of your allowed deductions exceeds the standard deduction, in order to further lower your taxable income. Common deductions include:

Total Income (GI) **“Above-the line”** (to get from GI to AGI)
 - -Student loan interest payments (interest only, up to \$2,500)
 Above-the-line -certain alimony payments
 =
Adj. Gross Income -contributions to a *traditional* retirement account (non-Roth IRA/TSP/401k)

Adj. Gross Income **“Below-the-line”** (to get from AGI to TI)
 - -SALT (State and Local Taxes) (includes income, property, and sales taxes)
 Below-the-line -Mortgage interest (just the interest) on a first or second home (NOT rental property)*
 = -Charitable contributions (in most cases, up to 60% of your Adjusted Gross Income)
Taxble Income -Medical expenses

* NOTE: If you have a rental property as a source of income, the mortgage interest is deducted on your Schedule E when calculating the net income from that property and is not taken as a “below-the line” deduction. (See IRS Publication 527 (2022), Residential Rental Property).

Tax Season:
(con't)

So, depending on which strategy gives you the lowest Taxable Income, you'll choose to either take the Standard Deduction or Itemize. The lower your Taxable Income, the lower tax bracket you will find yourself:

Single**Taxable Income is:**

\$0	\$10,275
\$10,275	\$41,775
\$41,775	\$89,075
\$89,075	\$170,050
\$170,050	\$215,950
\$215,950	\$539,900
\$539,900	no limit

the tax bill is:

10% of the amount over \$0
\$1,027.50 plus 12% of the amount over \$10,275
\$4,807.50 plus 22% of the amount over \$41,775
\$15,213.50 plus 24% of the amount over \$89,075
\$34,647.50 plus 32% of the amount over \$170,050
\$49,335.50 plus 35% of the amount over \$215,950
\$162,718 plus 37% of the amount over \$539,900

Married Filing Jointly**Taxable Income:**

\$0	\$20,550
\$20,550	\$83,550
\$83,550	\$178,150
\$178,150	\$340,100
\$340,100	\$431,900
\$431,900	\$647,850
\$647,850	no limit

the tax bill is:

10% of the amount over \$0
\$2,055 plus 12% of the amount over \$20,550
\$9,615 plus 22% of the amount over \$83,550
\$30,427 plus 24% of the amount over \$178,150
\$69,295 plus 32% of the amount over \$340,100
\$98,671 plus 35% of the amount over \$431,900
\$174,235.50 plus 37% of the amount over \$647,850

Married Filing Separately**Taxable Income:**

\$0	\$10,275
\$10,275	\$41,775
\$41,775	\$89,075
\$89,075	\$170,050
\$170,050	\$215,950
\$215,950	\$323,925
\$323,925	no limit

the tax bill is:

10% of the amount over \$0
\$1,027.50 plus 12% of the amount over \$10,275
\$4,807.50 plus 22% of the amount over \$41,775
\$15,213.50 plus 24% of the amount over \$89,075
\$34,647.50 plus 32% of the amount over \$170,050
\$49,335.50 plus 35% of the amount over \$215,950
\$87,126.75 plus 37% of the amount over \$323,925

Head of Household**Taxable income:**

\$0	\$14,650
\$14,651	\$55,900
\$55,901	\$89,050
\$89,051	\$170,050
\$170,051	\$215,950
\$215,951	\$539,900
\$539,901	no limit

the tax bill is:

10% of the amount over \$0
\$1,465 plus 12% of the amount over \$14,650
\$6,415 plus 22% of the amount over \$55,900
\$13,708 plus 24% of the amount over \$89,050
\$33,148 plus 32% of the amount over \$170,050
\$47,836 plus 35% of the amount over \$215,950
\$161,218.50 plus 37% of the amount over \$539,900

After finding how much you owe, look at your LES again. If the total withholding for the year on your LES is greater than the tax bill you actually owe, you'll get a refund! But, if you had other sources of income that raised your tax bill, you may have to cut a check to the IRS for the balance you owe.

*Tax Season:
State Taxes*

State Income Taxes

Apart from the taxes you owe the federal government, your income is also subject to state income taxes depending on your state of residency. The Servicemember's Civil Relief Act allows you to claim your Home of Record (domicile) for state income tax purposes, so that you don't have a shifting tax burden based on where you get stationed. You are not forced to change your residency due to executing orders.

You must check your individual state laws, but many states exempt military pay from all income tax while you are stationed outside the home state. For example, a Californian Sailor may not pay any state income taxes on his military salary while stationed in Virginia. But if he moves back to California, he may have to pay California income taxes (up to 13%!). Other states exempt your pay entirely. And some states, like Florida, have no income tax at all.

Furthermore, the Military Spouses Residency Relief Act (MSRRA) of 2009 grants military spouses a similar privilege. Provided your spouse moves with you solely to accompany you on orders, they also are not required to assume the new state's residency. Previously, you and your spouse had to have the same original domicile – BUT – thanks to an amendment to MSRRA (in the Veterans benefits and Transition Act of 2018) military spouses can now claim their active-duty spouse's state of legal residence for voting and tax purposes.

Also, military spouses can, in many instances, seek employment and income without becoming subject to income taxes of the duty station's state. This includes income from wages or self-employment (in most instances) but does not exempt business or rental property investment income earned from assets within the state.

For more information, consult your local tax professional.

*Landlords and
Tenants*

LANDLORD AND TENANTS: KNOW YOUR RIGHTS UNDER THE SERVICEMEMBERS CIVIL RELIEF ACT (SCRA)

- *LTJG ASHLEY FAVORS, JAGC, USN*

IT IS VITAL AND IMPORTANT TO KNOW YOUR RIGHTS. Landlords have attempted to evict, sue, and implement penalties by withholding security deposits, order service members to pay additional months of rent and charge for rent concessions previously granted despite protections afforded to service members and their dependents under the Servicemembers Civil Relief Act.

KNOW YOUR RIGHTS to avoid these pitfalls and being taken advantage of.

WHAT IS THE SCRA?

The Servicemembers Civil Relief Act of 2003 (SCRA) is a federal law that gives all military members some important rights as they enter active duty. It covers such issues as rental agreements, security deposits, prepaid rent, eviction, installment contracts, credit card interest rates, automobile leases, mortgage interest rates, mortgage foreclosure, civil judicial proceedings, and income tax payments.

WHO IS ELIGIBLE FOR PROTECTION?

Active duty service members are eligible for the SCRA starting on the date active duty orders are received—and in limited situations a member's dependents may also be eligible. Protection generally terminates one year after the date of discharge from active duty. Service Members who are absent from duty as a result of being wounded or being granted leave are also granted protection under the act.

HOW DOES THE SCRA APPLY TO LANDLORD'S AND TENANTS?

The SCRA allows eligible service members moving pursuant to military orders early termination of their leasing agreement without penalty. In addition, the SCRA prohibits the eviction of service members and their dependents without a Court Order where the rental amount does not exceed \$3,991.90 per month. Finally, dependents of service members may not be evicted if they are unable to pay rent due to the service member's military service.

HOW CAN I TERMINATE MY LEASE EARLY?

Landlord must receive written notice of your intent to end the lease early and a copy of your military orders. Notice must be given 30 days in advance. Service members and dependents are liable for rent up to 30 days from the next first of the month after written notice of termination has been given.

CAN I WAIVE MY RIGHTS TO PROTECTION UNDER SCRA?

Yes, a Service Member may waive their rights under the SCRA. In order for a waiver to be valid the waiver must:

1. Be in writing
2. Use 12-point font or larger
3. Be an individual document, not attached, stapled or connected to the contract or agreement to which it applies
4. Directly state which contract or agreement the waiver applies to
5. Be signed during or after active-duty military status

Please contact your legal assistance office if you have any questions or concerns.

No-Fault “No Problem” Divorce Filings

- *LT STERLING GUTIERREZ, JAGC, USN*

Like it or not, divorce is a stressful, complicated, and expensive undertaking. Without giving due consideration to every step of the process, one can quickly find themselves with a Final Decree of Divorce that is the product of mere desire to end the financial burden and emotional turmoil of the divorce proceedings. Highlighting how difficult and confusing this process can be, each state tends to embrace slightly different rules and regulations on how they handle and process divorce. In an attempt to illuminate and demystify this process, this article will review how to successfully file for an uncontested, no-fault divorce via mutual and voluntary separation¹ in the District of Columbia, Maryland, and Virginia.

District of Columbia (D.C.)

To file for uncontested, no-fault divorce in D.C., at least one party must have been a bona fide resident of D.C. for a minimum of six months continuously before and at the time of the filing the complaint.² Specifically for servicemembers, if you have been stationed in Washington D.C. for six months, then you successfully fulfil D.C.’s residency requirement for divorce filings.³

With residency established, both parties to the marriage must have mutually and voluntarily lived separate and apart⁴ without cohabitation for a period of six months preceding the commencement of the action.⁵ If both parties cannot mutually and voluntarily reach a decision for divorce, the parties must live separate and apart without cohabitation for one year before commencement of any divorce filings.⁶

Now it is time to file for divorce in the Superior Court of the District of Columbia – Family Court Operations Division. Filing a complaint for an uncontested, no-fault divorce is best supported by the completion of a Separation Agreement.⁷ With the separation agreement completed, the plaintiff should also complete a D.C. Vital Statistics form. Next, the plaintiff should properly fulfill the service of process requirements; simply put, the plaintiff must now arrange for service of the Complaint and Summons onto the defendant (spouse).⁸ Upon receiving the complaint, the defendant spouse must complete their Answer,⁹ where they have the option to admit to all matters alleged in the complaint.¹⁰ Finally, both parties must complete their assigned sections of the Uncontested Praecepte.¹¹

Upon receipt of all required documents from both the plaintiff and defendant, the court should oblige the joint request for an uncontested divorce hearing. It is at this hearing that the Judge will determine whether it is appropriate to issue the Final Decree of Divorce.¹²

Note, if either party desires to have their birth or previous name restored, they should request that this process occurs in conjunction with the Final Decree of Divorce.¹³

No Fault Divorce
(cont.)

Maryland

To file for an uncontested, no-fault, mutual consent divorce in Maryland, one of the parties must be a bona fide resident where the complaint is filed.¹⁴ For servicemembers who established domicile in Maryland prior to entering the military, domicile will continue in Maryland unless intent to abandon such domicile has occurred. Once residency is met, mutual consent divorce requires completion and approval by the court of (i) a settlement agreement,¹⁵ and (ii) a child support guidelines worksheet.¹⁶

Now it is time to file in your respective city or county's Circuit Court – Domestic Relations Branch.¹⁷ Unlike D.C.'s process, filing the complaint in Maryland for an uncontested, no-fault, mutual consent divorce *requires* the completion of a Settlement Agreement that is not later set aside by the court.¹⁸ Additionally, the following forms must be completed and included with the complaint: financial statements, a Civil Domestic Information Report, and child support worksheets.¹⁹ As in D.C., service of process for the defendant is required; with non-contentious service, the defendant can file the Answer to waive all formal service of process requirements of Maryland.²⁰

Upon receipt of the appropriate paperwork, the court should schedule an uncontested divorce hearing that will likely end in a Final Decree of Divorce.²¹

Note, in the original complaint or answer, the party desiring to have their birth or previous name restored should make such a request, so it may be processed in conjunction with the Final Decree of Divorce.²²

Virginia

To file for an uncontested, no-fault divorce in the Commonwealth of Virginia, one of the parties must have been an actual bona fide resident and domiciliary of the Commonwealth, for at least six months, preceding the filing of the suit.²³ Servicemembers who are stationed²⁴ in the Commonwealth for a period of six months or more will satisfy Virginia's residency requirement for divorce filings.²⁵ No-fault divorces may be awarded upon a showing that the parties intended to and continuously have lived separate and apart, without any cohabitation, for one year.²⁶

Similar to Maryland, the Commonwealth accepts divorce filings in one's respective city or county's Circuit Court – Domestic Relations Branch.²⁷ Like in D.C. and Maryland, the parties should complete a Separation Agreement to support the plaintiff's complaint.²⁸ Additional forms vary on a case-by-case basis. Service of process for the defendant is required;²⁹ however, the defendant can waive all formal requirements by either voluntarily executing a notarized writing specifying intent to waive the process or by filing an answer in the suit.³⁰

With all the appropriate paperwork filed, the court should schedule an uncontested divorce hearing, frequently ending in a Final Decree of Divorce.³¹

Note, the original complaint or answer should contain a request for restoration of birth or former name for any interested party, so such a change may be processed in conjunction with the Final Decree of Divorce.³²

As this article focuses on the specific process surrounding uncontested, no-fault divorce via mutual and voluntary separation in D.C., Maryland, and Virginia, please contact your local Region Legal Service Office and schedule an appointment with a legal assistance attorney for further guidance on your specific divorce issues and filing needs.

¹ The specific form of divorce filing this article discusses carries the presupposition that the parties have children as a product of their marriage; similar divorce filings without children tend to shorten the requisite residency requirements discussed *infra* each section.

² See D.C. Code, Residency requirements § 16-902(a).

³ See D.C. Code, Residency requirements § 16-902(e).

⁴ See D.C. Code, Grounds for divorce, legal separation, and annulment § 16-904(c) (explaining that one can legally be deemed to have lived separate and apart, even under the same roof).

⁵ See D.C. Code, Grounds for divorce, legal separation, and annulment § 16-904(a)(1).

⁶ See D.C. Code, Grounds for divorce, legal separation, and annulment § 16-904(a)(2).

⁷ Separation Agreements should address relevant issues of contention (i.e., child custody and support, spousal support and maintenance, disposition of personal and real property, designation of separate and marital property/assets/debts, the handling of retirement and pension plans, etc.).

⁸ The defendant can elect to accept service of the complaint and summons by regular mail or email, or, if represented by counsel, through their counsel.

⁹ If the Answer is completed and filed after receiving the complaint in the manner discussed *supra* text accompanying note 8, the defendant voluntarily waives all formal service of process requirements.

¹⁰ Given the parties have previously completed a Separation Agreement, there should be no issues of contention remaining.

¹¹ This form is a joint request for an uncontested divorce hearing.

¹² Generally speaking, the judge will evaluate whether all divorce requirements have been met, whether all issues are decided and uncontested, and whether the Separation Agreement appropriately addresses all necessary considerations (including but not limited to document authenticity and due considerations given with respect to the best interest of the children).

¹³ See D.C. Code, Change of name on divorce § 16-915.

¹⁴ See Md. Code, Courts & Jud. Proc. § 6-202(1).

¹⁵ See Md. Code, Fam. Law § 7-103(a)(8)(i) (requiring that the Settlement Agreement resolves issues of alimony, distribution of property, and child support, access, care, and custody).

¹⁶ See Md. Code, Fam. Law § 7-103(a)(8).

¹⁷ See Md. Code, Courts & Jud. Proc. § 6-102.

¹⁸ See Md. Code, Fam. Law § 7-103(a)(8)(iii).

¹⁹ See Md. Code, Fam. Law § 7-103(a)(8)(ii).

²⁰ See *supra* text accompanying notes 8 & 9.

²¹ See *supra* text accompanying note 12; see also Md. Code, Fam. Law § 7-103(a)(8)(iv).

²² See Md. Code, Fam. Law § 7-105.

²³ See Va. Code, Domicile and residential requirements for suits for annulment, affirmance, or divorce § 20-97.

²⁴ Being stationed includes but is not limited to being stationed or residing upon a ship having its home port in the Commonwealth over which the U.S. enjoys exclusive federal jurisdiction.

²⁵ See Va. Code, Domicile and residential requirements for suits for annulment, affirmance, or divorce § 20-97(1)-(3).

²⁶ See Va. Code, Grounds for divorce from bond of matrimony § 20-91(A)(9).

²⁷ See Va. Code, Jurisdiction of suits for annulment, affirmance or divorce § 20-96.

²⁸ See *supra* text accompanying note 7.

²⁹ See Va. Code, Service in divorce and annulment cases § 20-99.2.

³⁰ See Va. Code, How defendant may accept service; waive service § 20-99.1:1.

³¹ See *supra* text accompanying note 12.

³² See Va. Code, Restoration of former name § 20-121.4.

Increase my rent?! Let me call my JAG: Rent Increases in Maryland

- LT SPENCER LINDSAY, JAGC, USN

In the state of Maryland, there are currently no restrictions on rent control increase. What that means is Maryland landlords are allowed to increase rent with the requirement that they give residents adequate notice. The standard notice for rent increase is 30 days, but some counties have implemented stricter requirements. For example, Montgomery County requires a notice of 90 days, while Takoma Park and Baltimore City each require 60-day notice. Other laws restrict how often rent can be increased. In both Montgomery County and Takoma Park, rent increases are only allowed once-per-year.

The important caveat here is rent increase modifications only apply to month-to-month leases. A landlord is not allowed to increase the rent during a fixed-term lease unless the lease expressly authorizes such an increase during the fixed-term.

There are instances where rent increase is strictly prohibited by federal law under the Fair Housing Act. It is unlawful for a landlord to increase rent on a tenant based on their race, disability, sex, religion, color, or familial status. Landlords are also prohibited from increasing rent on a tenant based on retaliation for filing a grievance. This includes raising health and safety concerns, lease obligations, taking legal action against the landlord, or establishing or joining a tenant union. If a landlord's rent increase occurs within 60 days of the tenant taking action, it could be considered unlawful retaliation.

However, some Maryland counties have implemented rent control restriction laws. In February 2023, Prince George's County passed the Rent Stabilization Act (CB-007-2023) to temporarily stop excessive rent increases over a 12-month period. The law prohibits landlords from increasing rent above 3% for any tenant. The new, which goes into effect starting April 17th, 2023, prohibits landlords from increasing rent above 3% for any tenant.

If you have questions about rent increase at your Maryland residence, contact a legal assistance attorney at the Region Legal Service Office Naval District Washington.

COMMAND SERVICES STAFF JUDGE ADVOCATE DIRECTORY

The mission of the command services department is to provide prompt and effective legal services to commands throughout the Naval District Washington area of responsibility. The following is a list of contacts for each installation:

NSA Washington/Washington Navy Yard – (202) 685-7046

NSA Bethesda – (202) 685-5525

NSA Annapolis – (410) 293-9203

NAS Patuxent River – (301) 342-1934

NSA South Potomac – (301) 342-1934

For NDW related issues, please contact:

Naval District Washington

- Staff Judge Advocate (202) 433-2424
- Deputy Staff Judge Advocate – (202) 433-2423

RLSO NDW LEADERSHIP

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TRIAL DEPARTMENT HEAD:	LCDR Chuck Roman
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