



The ADVOCATE

August 2021
Volume 1, Issue 2

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This edition of The Advocate includes Command Services and Legal Assistance topics that cover the dos and don'ts when using a government vehicle, the proper way to terminate a lease early in DC under the Servicemember's Civil Relief Act (SCRA), and the importance of liability coverage with renter's insurance. The articles are designed as a quick reference and overview on these subjects. Please do not hesitate to reach out to us for legal advice. To speak with an attorney, please contact us at RLSONDWLEGALASSISTANCE@NAVY.MIL.

GOVERNMENT VEHICLES; DOS AND DON'T'S - ---

- LCDR MAURA LEARY, JAGC, USNR

When you are using a DoD vehicle, understanding what you can and cannot do can be confusing! The key principle to keep in mind is this: use of all DoD motor vehicles, including those leased using DoD funds, shall be restricted to official purposes only¹. If you are not sure whether you can use your vehicle for a specific purpose, a good rule of thumb is to be conservative.

Government Vehicles: Dos & Don'ts

Use of Official Government Vehicles

Commanders have the ultimate authority to determine whether official use of motor vehicles is appropriate, using their administrative discretion. The factors in making this determination include whether the transportation is: (1) essential to the successful completion of a DoD function, activity, or operation, and (2) consistent with the purpose for which the vehicle was acquired.² However, when questions arise about the official use of a motor vehicle, they will be resolved in favor of strict compliance with statutory provisions and DoD policy.³

As a guideline, some activities that generally are considered appropriate for use of a government vehicle are:

¹ DoD 4500.36-R, para C2.5. a

² DoD 4500.36-R, para C2.5. a

³ DoD 4500.36-R, para C2.5.

**Government
Vehicles:
Dos & Don'ts
(cont.)**

- (1) Transportation of certain groups when it is determined that failure to provide transportation would have an adverse effect on morale.⁴ These groups include command sports teams, base MWR programs, and religious groups being transported off base to attended religious services
- (2) Transportation provided to those “officially participating in public ceremonies, military field demonstrations, and parades directly related to official activities.” Driving to a funeral to be part of an honors detail, for example, would be an appropriate use of a government vehicle.
- (3) Non-official use when that use is clearly in the interest of DoD: for example, going to the DMV to obtain a driver’s license required to perform your military duties.

Activities that would generally not be considered appropriate include:

- (1) Non-official use not in the interest of DoD: for example, using a command vehicle to take a group of friends from the command out to an informal lunch;
- (2) Transit to a command event when other transit means are readily available. For example, using the command vehicle to pick up command members at their homes and bring them to PT on the National Mall would not be appropriate as public transit in the NCR is readily available.⁵

TDY Travel

When traveling on TDY, will the government pay for a rental car? It depends. When traveling on government business, the following modes of transportation shall be considered in the following order, to the extent it is available and capable of meeting mission requirements. a) Scheduled DoD bus service; b) Scheduled public transportation; c) DoD motor vehicles; d) Voluntary use of privately owned vehicle (POV) (reimbursable); e) Taxi (reimbursable).⁶ So whether or not a rental car is justified depends on the location of the TDY and the availability of other means of transit.

Permissible Uses of Rental Cars

How can you determine when and where you can drive a rental car when on TDY? Again, keep in mind the general principle: use of Government vehicles is limited to official purposes.⁷ Appropriate use of the vehicle will always be predicated on need, distance involved, and other conditions that justify its use.

⁴ DoD 4500.36-R, para C2.5.5.

⁵ This analysis may change in light of the COVID-19 pandemic.

⁶ DoD 4500.36-R, para C2.8

⁷ DoD 4500.36-R, para C2.5

Permissible uses of a rental car include:

1. Transportation between places where the member's presence is required for official business and between such places and temporary lodging: for example, driving from the Q to the training site; and
2. When public transportation is unavailable or its use is impractical, travel to restaurants, drugstores, place of worship, barbershops, cleaning establishments, and similar places required for the subsistence, comfort, or health of the member.

Use common sense when determining whether or not the travel is for the “subsistence, comfort, or health of the member” on TDY. For example, using a rental car to go out to dinner at a local pub would most likely fit within the exception; driving an hour to visit a casino likely would not. Similarly, using a rental car to drive to the on-base gym would be permissible, while driving to another city to compete in a marathon would not.

A final reminder: military personnel who willfully use or authorize the use of a Government vehicle for other than an official purpose, or otherwise violate 31 U.S.C. § 1344, can be disciplined under provisions of the UCMJ or other administrative procedures deemed appropriate.⁸ Drive carefully!

⁸ DoD 4500.36-R, para C1.3.1.2.

STEPS FOR SERVICEMEMBERS TO TERMINATE TENANCY IN DC

- *Kenneth Hagans, Esq.*

In DC, the right of a Service member to terminate their lease prior to the lease ending date mirrors that of the Servicemember’s Civil Relief Act (SCRA) 50 U.S.C. § 3955. Under the SCRA, it is required that the leased premises be occupied (or intended to be occupied) by a Service member or a Service member’s dependent(s). Additionally, the lease must either be executed by a person who later enters military service, or is in military service and later receives: 1) permanent change of station (PCS) orders; or 2) deployment orders for a period of at least 90 days.

To terminate a residential lease, the Service member must submit a written notice and a copy of his or her military orders – or a letter from a commanding officer – to the landlord or landlord’s agent. If a Service member pays rent on a monthly basis, once he or she gives proper notice and a copy of his or her military orders, then the lease will terminate 30 days after the next rent payment is due. For example, Jane Service member receives PCS orders to transfer from Iowa to Texas. She gives her landlord written notice of her intent to terminate her apartment lease and a copy of her PCS orders on September 18th. Her next rent payment is due on October 1st. The effective date of the lease termination will be on October 31st.

In DC, a landlord has 45 days to either return the tenant's security deposit with interest due, or notify the tenant in writing of their intention to withhold the deposit and apply it toward the cost of expenses properly incurred. Interest must be paid only on termination of tenancies of one year or more. If the landlord withhold the security deposit, the tenant can file a lawsuit against the landlord in DC Small Claims court. If the tenant believes the landlord withheld their security deposit in bad faith, the tenant may be entitled to treble damages or triple the amount owed.

THE VALUE OF LIABILITY COVERAGE WITH RENTERS INSURANCE

- *Erica Riley, Esq.*

Securing renters insurance that includes liability protection is one of the key actions a Service member can take to protect their personal property and themselves from liability for negligence resulting in fire, flood, frozen pipes, and other damages to the physical rental premises.

A commonly held mistaken belief is that Service members living in public/private venture (PPV) housing have full insurance coverage from the Government for damages to their personal property and protection against lawsuits for bodily injury or property damage that the Service member or his or her family members cause to other people and the rental premises. **This is not true. Government provided rental insurance ended in 2015.**

The Military Personnel and Civilian Employees Claim Act (PCA) is not a substitute for private liability insurance. The requirements to receive compensation under the PCA are very limited and do not apply to damages caused by the Service member or the Service member's family members or guests. The PCA allows for limited compensation for active duty Service members whose personal property is lost, damaged or destroyed incident to their military service. Damage due to negligence is not covered. Under the PCA, claimants are required to first file a claim through their commercial insurance carrier. The Government can then only consider what is not covered by private insurance. The limitations on PCA payments mean that Service members residing in PPV housing are not fully covered for losses.

Many standard renters insurance policies provide liability protection against lawsuits for bodily injury or property damage that a Service member (or his/her family members or guests) accidentally cause to other people. This liability portion pays for the cost of defending Service members in court and court awards to repair the damages up to the maximum liability limit of the policy. Liability limits generally start at about \$100,000. The exact amount a renter may need will

depend upon many factors, including the replacement cost of the premises in which the renter is residing.

When securing renters insurance that includes liability coverage, be sure to ask about flood insurance and what is covered by flood insurance. Policy requirements differ. In one case "flood" coverage could encompass your basement flooding due to a burst pipe. In another case, "flood" coverage may or may not encompass your basement flooding caused by the Potomac river flowing over the embankment on Joint Base Anacostia-Bolling.

**Liability
Coverage
in Renter's
Insurance**

When searching for the right renter's insurance policy:

1. Take an inventory of your belongings and estimate the value.
2. Shop around. Call a variety of insurance companies and keep track of the coverage and costs.
3. Make an informed decision. Ask your insurance company about theft limits, liability maximums, cash or replacement value, deductible options, and discounts.

It's worth remembering that basic renters insurance does not include liability protection. Just a few additional dollars per month for the purchase of renters insurance, that includes liability coverage, is the best way for residents of PPV housing and civilian sector housing to protect their personal property and themselves from liability for negligence (resulting in fire, flood, frozen pipes, and other damage to the physical rental premises caused by themselves, their dependent, or a guest).

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

Joint Base Anacostia-Bolling – (202) 767-1767 or (202) 685-5597

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

***RLSO NDW
Leadership***

COMMANDING OFFICER (INTERIM):	CDR Sara DeGroot
COMMANDING OFFICER (PROSPECTIVE):	CAPT David Gonzalez
EXECUTIVE OFFICER (INTERIM):	LCDR Adam Inch
SENIOR ENLISTED LEADER:	LNCS Bonnie Vermillion
COMMAND SERVICES DEPARTMENT HEAD:	LCDR Stephen Buckley
TRIAL DEPARTMENT HEAD:	LCDR Brandon Sargent
LEGAL ASSISTANCE DEPARTMENT HEAD:	Ms. Erica S. Riley
COMMAND DUTY OFFICER:	(571) 379-6030
COMAND E-MAIL:	RLSO.NDW@NAVY.MIL
LEGAL ASSISTANCE E-MAIL:	RLSONDWLEGALASSISTANCE@NAVY.MIL

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