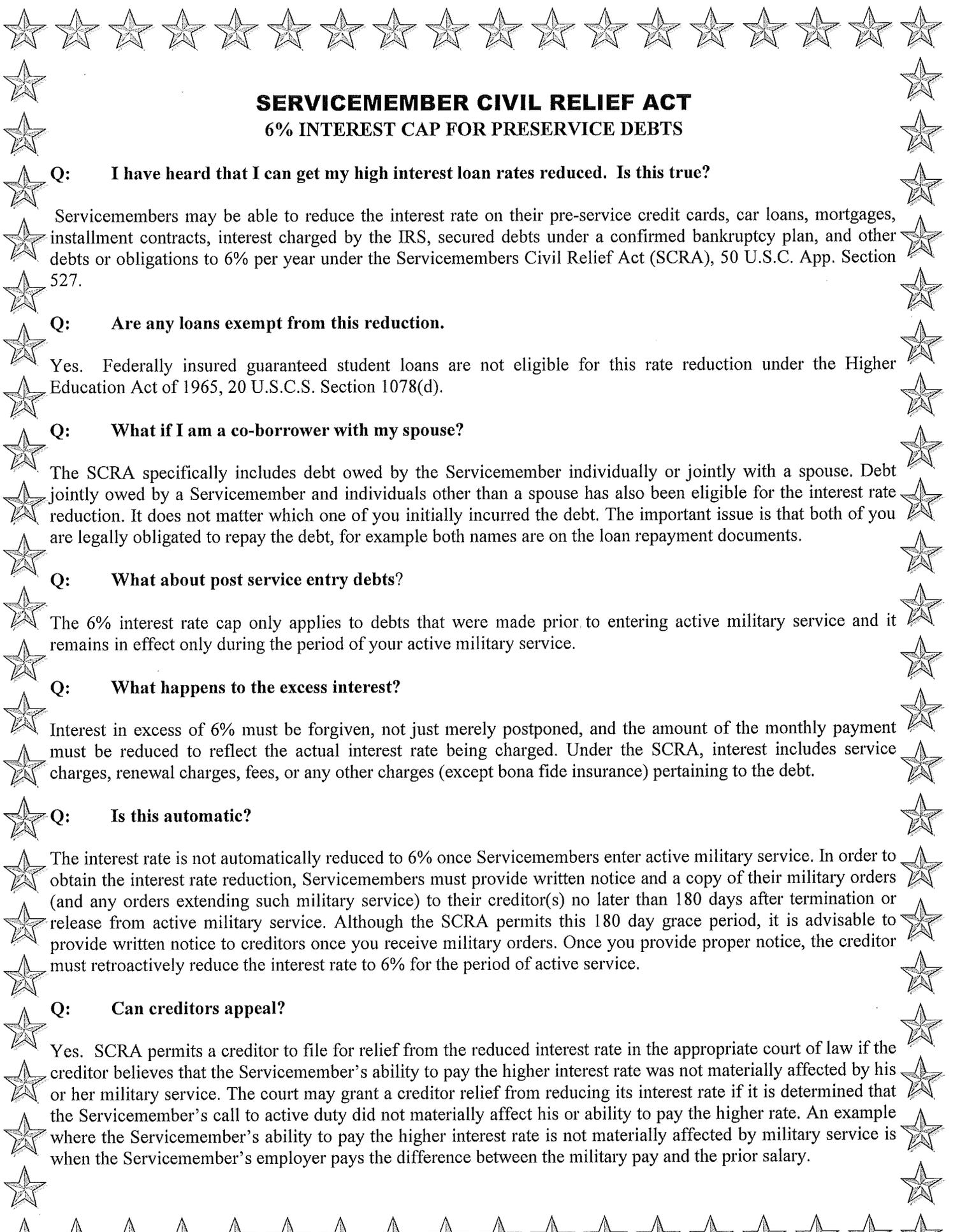


Military Administrative Law

1. Servicemember's Civil Relief Act Overview
2. Reducing Interest on Pre-service Debt
3. Registering Vehicle in Virginia
4. Military Residency Affidavit
5. Declaration of Spousal Residency Affidavit
6. Termination of Residential Lease
7. Virginia Early Lease Termination for Servicemembers
8. Sample Form Letter Terminating Lease
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10. Sample Form Letter Terminating Automobile Lease
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SERVICEMEMBER CIVIL RELIEF ACT
6% INTEREST CAP FOR PRESERVICE DEBTS

Q: I have heard that I can get my high interest loan rates reduced. Is this true?

Servicemembers may be able to reduce the interest rate on their pre-service credit cards, car loans, mortgages, installment contracts, interest charged by the IRS, secured debts under a confirmed bankruptcy plan, and other debts or obligations to 6% per year under the Servicemembers Civil Relief Act (SCRA), 50 U.S.C. App. Section 527.

Q: Are any loans exempt from this reduction.

Yes. Federally insured guaranteed student loans are not eligible for this rate reduction under the Higher Education Act of 1965, 20 U.S.C.S. Section 1078(d).

Q: What if I am a co-borrower with my spouse?

The SCRA specifically includes debt owed by the Servicemember individually or jointly with a spouse. Debt jointly owed by a Servicemember and individuals other than a spouse has also been eligible for the interest rate reduction. It does not matter which one of you initially incurred the debt. The important issue is that both of you are legally obligated to repay the debt, for example both names are on the loan repayment documents.

Q: What about post service entry debts?

The 6% interest rate cap only applies to debts that were made prior to entering active military service and it remains in effect only during the period of your active military service.

Q: What happens to the excess interest?

Interest in excess of 6% must be forgiven, not just merely postponed, and the amount of the monthly payment must be reduced to reflect the actual interest rate being charged. Under the SCRA, interest includes service charges, renewal charges, fees, or any other charges (except bona fide insurance) pertaining to the debt.

Q: Is this automatic?

The interest rate is not automatically reduced to 6% once Servicemembers enter active military service. In order to obtain the interest rate reduction, Servicemembers must provide written notice and a copy of their military orders (and any orders extending such military service) to their creditor(s) no later than 180 days after termination or release from active military service. Although the SCRA permits this 180 day grace period, it is advisable to provide written notice to creditors once you receive military orders. Once you provide proper notice, the creditor must retroactively reduce the interest rate to 6% for the period of active service.

Q: Can creditors appeal?

Yes. SCRA permits a creditor to file for relief from the reduced interest rate in the appropriate court of law if the creditor believes that the Servicemember's ability to pay the higher interest rate was not materially affected by his or her military service. The court may grant a creditor relief from reducing its interest rate if it is determined that the Servicemember's call to active duty did not materially affect his or ability to pay the higher rate. An example where the Servicemember's ability to pay the higher interest rate is not materially affected by military service is when the Servicemember's employer pays the difference between the military pay and the prior salary.

VEHICLE REGISTRATION IN VIRGINIA

IMPORTANT INFORMATION CONCERNING REGISTRATION AND TITLING LAWS IN VIRGINIA



Do I need to register my vehicle in Virginia if I am a Servicemember and a non-Virginia resident?

Maybe. If you are a non-Virginia resident active duty military Servicemember¹ living in Virginia, you do not have to title and register your vehicle with the Virginia Department of Motor Vehicles (DMV) so long as:

- o Your out-of-state registration is valid AND
- o You are the sole owner of the vehicle, or all co-owners are active duty military.²

What if my spouse is a co-owner of my vehicle and he or she is not in the military?

Then your vehicle **must** be registered in Virginia. If all co-owners of your vehicle are not active duty members, your vehicle will need to be registered in Virginia. You do not need a Virginia driver's license to register your vehicle in Virginia.

Am I required to obtain a Virginia driver's license?

No. If you are an active duty Servicemember stationed in Virginia, you, your wife, and your dependent children may drive with a valid driver's license issued by your home state or country.

What if I have more questions?

Review the attached DMV Military Guide or contact your local DMV office.

¹ This includes activated reserve or national guard members, or mobilized reserve or national guard members living in Virginia.

² See Virginia Code § 64.2-600

AFFIDAVIT

I, _____, do solemnly swear and affirm that the following statements are true:

I am presently serving on active duty in the United States Army and hold the rank of _____.

My domicile and state of residence is: _____.

Respectfully, I wish to direct your attention to the Servicemembers' Civil Relief Act, specifically 50 U.S.C. app. § 571, which states in part:

(a) Residence or domicile

A servicemember shall neither lose nor acquire a residence or domicile for purposes of taxation with respect to the person, personal property, or income of the servicemember by reason of being absent or present in any tax jurisdiction of the United States solely in compliance with military orders.

(b) Military service compensation

Compensation of a servicemember for military service shall not be deemed to be income for services performed or from sources within a tax jurisdiction of the United States if the servicemember is not a resident or domiciliary of the jurisdiction in which the servicemember is serving in compliance with military orders.

(c) Personal property

(1) Relief from personal property taxes- The personal property of a servicemember shall not be deemed to be located or present in, or to have a situs for taxation in, the tax jurisdiction in which the servicemember is serving in compliance with military orders.

(2) Exception for property within member's domicile or residence- This subsection applies to personal property or its use within any tax jurisdiction other than the servicemember's domicile or residence.

...

(4) Relationship to law of State of domicile- Eligibility for relief from personal property taxes under this subsection is not contingent on whether or not such taxes are paid to the State of domicile.

(d) Increase of tax liability

A tax jurisdiction may not use the military compensation of a nonresident servicemember to increase the tax liability imposed on other income earned by the nonresident servicemember or spouse subject to tax by the jurisdiction

...

For purposes of this section (1) The term "personal property" means intangible and tangible property (including motor vehicles); (2) the term "taxation" includes licenses, fees, or excises imposed with respect to motor vehicles and their use, if the license, fee, or excise is paid by the servicemember in the servicemember's State of domicile or residence; (3) the term "tax jurisdiction" means a State or political subdivision of a state.

Date

Signature

**STATE OF VIRGINIA
COUNTY OF PRINCE GEORGE**

Sworn and subscribed to before me on this ___ day of _____, 20__ by _____ who personally appeared before me on this day.

Notary Public

My commission expires:

DECLARATION OF SPOUSAL RESIDENCY

I, _____, the undersigned, declare that I am married to a member of the United States Armed Forces, currently stationed at Fort Lee, Virginia. I have moved to be with my military spouse to Fort Lee, Virginia and that I am a resident of (State) _____, and it is my intent to remain a resident of my home state (State) _____ and I hereby assert my rights under Section 3 of the Military Spouses Residency Relief Act, Public Law No. 111-97, November 11, 2009. As such, for tax application, I am a resident of (State) _____, and not the Commonwealth of Virginia.

Signature of Declarant

COMMONWEALTH OF VIRGINIA

COUNTY OF PRINCE GEORGE

I, _____, Notary Public for _____,
certify that _____, the Declarant, known to me by the
production of proper identification, signed the foregoing before me this ____ day of
_____, 20 ____.

Notary Public

My commission expires:

EARLY RESIDENTIAL LEASE TERMINATION FACT SHEET

Q. I heard I can terminate my residential lease early if I'm in the military. Is this true?

A. Maybe. Your main reference is the Servicemembers Civil Relief Act (SCRA), 50 U.S. C. App. Section 535, which says you may terminate a residential lease if:

1. You are entering active duty service for the first time.
2. You have received deployment orders for more than 89 days or permanent change of station orders (PCS).
3. You are an activated Reservist or National Guardsman and you signed the lease prior to your active duty.

Q. Are there requirements for how to terminate the lease?

A. Yes. To terminate the lease you must deliver a written notice of termination to your landlord, along with a copy of military orders. You may deliver the notice by hand, private business carrier, or mail to the designated address of the landlord. If you mail it, you should send it "return receipt requested." If you hand deliver, make a copy for your records and ask the landlord to sign and date the copy.

Q. When do I stop paying rent to the landlord?

A. Once you have properly terminated the lease by notification to the landlord, the effective date of a lease that requires monthly payments is 30 days after the next scheduled rental payment. **EXAMPLE:** Servicemember Sam pays rent on the first of each month. Servicemember Sam hand delivers his termination notice and a copy of his orders to the landlord on 5 January. The next payment of rent is 1 February. The effective day of the termination is 1 March.

Q. My lease doesn't require monthly payments. When do I stop paying rent?

A. Once you have properly terminated the lease by notification to the landlord, the effective date of a lease that does not require monthly payments is the last day of the month following the month you gave the landlord your termination notice and orders. **EXAMPLE:** Servicemember Samantha mails her termination letter and military orders, return receipt requested, to her landlord. The landlord receives and signs for it on 5 January. Servicemember Samantha's effective date of termination is 28 February.

Q. My landlord wants more money. Can he do that?

A. It depends. He can't charge you a termination fee *BUT* he can demand payment for any taxes, summonses, or other obligations and liabilities of the lessee (you) in accordance with the terms of the lease, including reasonable charges for excess wear, that are due and unpaid at the time of termination of the lease.

EARLY TERMINATION OF A RENTAL AGREEMENT BY MILITARY PERSONNEL

Va. Stat. § 55-248.21:1

In Virginia, applies whether or not your lease has a "military clause"

Military personnel may terminate a lease prior to the date specified in the lease so long as one of the following circumstances exists:

- a) The servicemember has received permanent change of station orders for transfer to a place 35 miles or more from the location of the dwelling;
- b) The servicemember has received temporary duty orders in excess of three months' duration to depart 35 miles or more from the location of the dwelling;
- c) The servicemember is discharged or released from full-time active duty status;
- d) The servicemember is ordered to report to government-supplied quarters and so loses entitlement to BAH

In any of the above circumstances, the servicemember must give the landlord a **written** termination notice of **at least 30 days** from the next regularly scheduled rent payment. Early termination cannot take place more than 60 days prior to the date of departure necessary to comply with the official orders. Prior to actual date of termination, the servicemember must give the landlord a copy of the official orders or a signed letter from his or her commanding officer.

If all of these provisions are met, the landlord may not charge ANY liquidated damages.

In the case of dependants, a servicemember's termination of a lease also terminates any obligation a dependant has under a joint lease.

TERMINATION LETTER FROM SERVICEMEMBER TO LANDLORD

Date: _____

(Return Address)

(Mailing address)

Re: Premises Address: _____

Dear Landlord:

This letter is my notice to terminate the rental agreement for the above-referenced premises pursuant to Section § 535 of the Servicemembers Civil Relief Act (SCRA) (50 App. U.S.C.A. § 535) and Section 55-248.21:1 of the Code of Virginia, 1950, for the following reason:

(Check the appropriate box)

- I entered military service after executing the rental agreement OR
- I received military orders for a permanent change of station to depart 35 miles or more from the location of the dwelling unit OR
- I received military orders to deploy for a period of 90 days or more

The SCRA requires that the lease be terminated no later than 30 days from the date of the next rental due date. The next rental due date on this lease is:
(next rental due date) _____.

Therefore, according to the SCRA, this lease shall terminate on (next rental due date + 30 days): _____.

All security deposits and prorated future rents paid must be returned to me within thirty (30) days of the termination date of the lease. Please forward this refund to:

(forwarding address): _____.

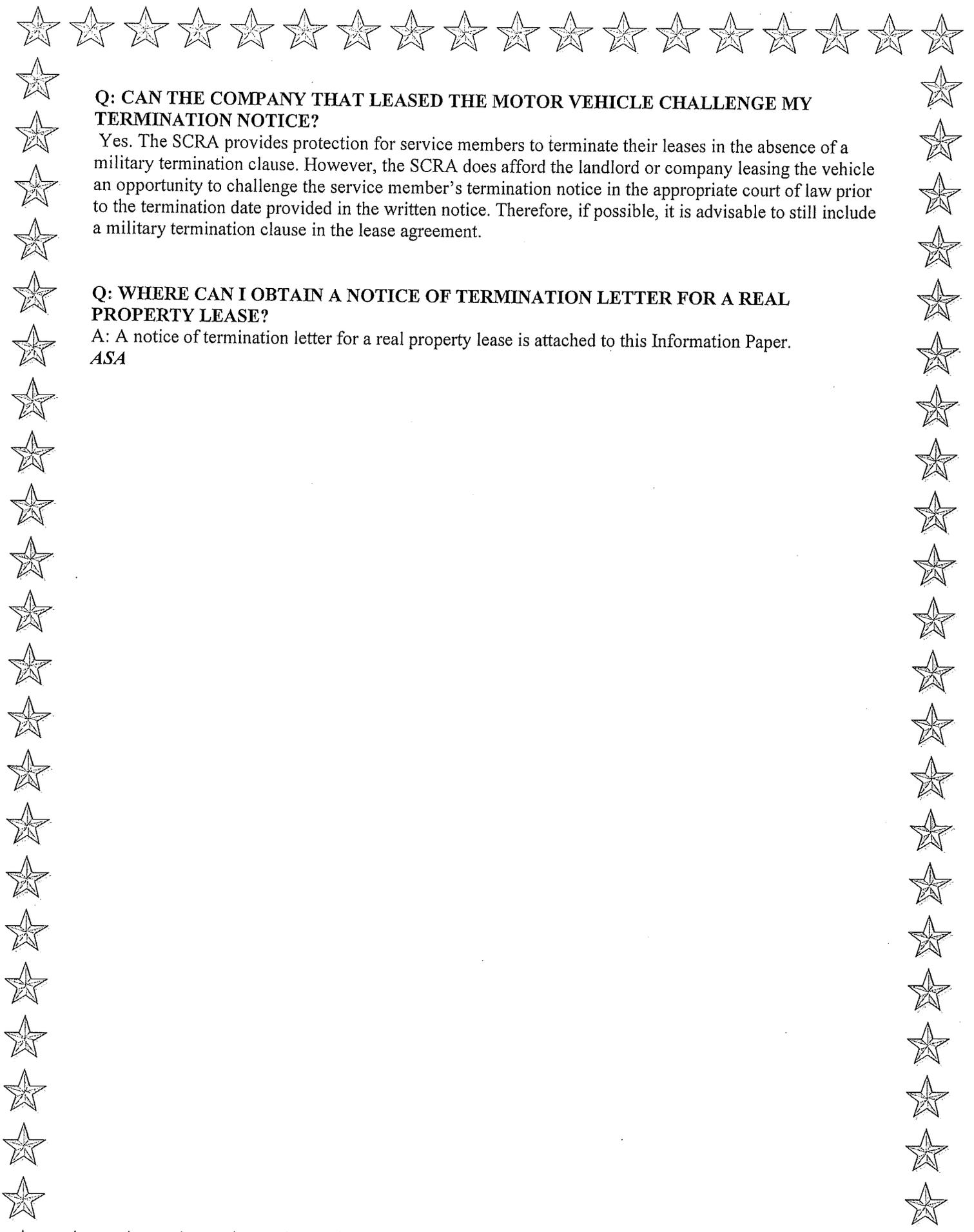
Should you have any questions, you may contact me at the address listed above or by phone at _____ or by email at _____.

A copy of my Orders are attached to this letter. Thank you for your support.

Enclosure: Orders

Sincerely,

Signature:
Printed Name:
Rank:



Q: CAN THE COMPANY THAT LEASED THE MOTOR VEHICLE CHALLENGE MY TERMINATION NOTICE?

Yes. The SCRA provides protection for service members to terminate their leases in the absence of a military termination clause. However, the SCRA does afford the landlord or company leasing the vehicle an opportunity to challenge the service member's termination notice in the appropriate court of law prior to the termination date provided in the written notice. Therefore, if possible, it is advisable to still include a military termination clause in the lease agreement.

Q: WHERE CAN I OBTAIN A NOTICE OF TERMINATION LETTER FOR A REAL PROPERTY LEASE?

A: A notice of termination letter for a real property lease is attached to this Information Paper.
ASA

SERVICEMEMBER CIVIL RELIEF ACT: TERMINATION OF AUTO LEASE

Date: _____

FROM: NAME AND ADDRESS OF SERVICE MEMBER

Via Mail Certified U.S. Mail

Return Receipt Requested

and HAND DELIVERY

TO: NAME AND ADDRESS OF LEASOR

RE: Notice of Termination of Automobile Lease

For: _____ (Account Number: _____)

Due To: Servicemembers' Civil Relief Act, 50 U.S.C. App. Section 535

TO WHOM IT MAY CONCERN:

I am active duty military and have received orders to PCS overseas to _____ for a period of more than 180 days commencing on or about _____. I hereby terminate my lease of the above referenced automobile, pursuant to the Servicemembers' Civil Relief Act (SCRA), 50 U.S.C. App. Section 535.

Because I am tendering this written notice, along with my orders, the vehicle, and the keys to the vehicle to your office, my lease termination is effective immediately. I regret any inconvenience this may cause, but I thank you for your understanding and cooperation in this matter.

Sincerely,

United States Military

Enclosure: Military Orders

SERVICEMEMBER CIVIL RELIEF ACT: TERMINATION OF AUTO LEASE

Date: _____

FROM: NAME AND ADDRESS OF SERVICE MEMBER

Via Mail Certified U.S. Mail
Return Receipt Requested
and HAND DELIVERY

TO: NAME AND ADDRESS OF LEASOR

RE: Notice of Termination of Automobile Lease

For: _____ (Account Number: _____)

Due To: Servicemembers' Civil Relief Act, 50 U.S.C. App. Section 535

TO WHOM IT MAY CONCERN:

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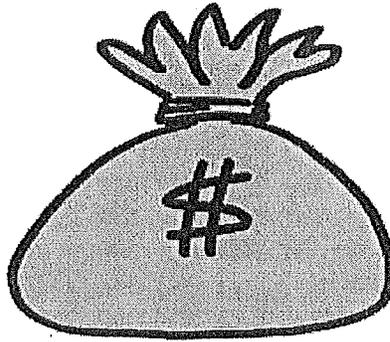
Because I am tendering this written notice, along with my orders, the vehicle, and the keys to the vehicle to your office, my lease termination is effective immediately. I regret any inconvenience this may cause, but I thank you for your understanding and cooperation in this matter.

Sincerely,

United States Military

Enclosure: Military Orders

FINANCIAL LIABILITY INVESTIGATION OF PROPERTY LOSS



FAQ'S ABOUT FLIPLS

Q: WHAT IS A FINANCIAL LIABILITY INVESTIGATION OF PROPERTY LOSS?

Financial Liability Investigation of Property Loss (FLIPL), is the administrative tool used to establish liability under Army Regulation (AR) 735-5 for civilians and soldiers who lose or damage government property.

Q: DOES THIS INCLUDE PROPERTY WHICH IS ACCIDENTALLY LOST OR DAMAGED AT WORK?

Yes. Soldiers and civilian employees may be required to pay for lost or damaged Army property if: 1) there was a duty/responsibility to take care of property, 2) there was negligence in satisfying the duty, and 3) the negligence proximately caused a loss of government property.

Q: HOW MUCH MONEY CAN I BE REQUIRED TO PAY IF I AM FOUND TO BE LIABLE?

Financial liability ordinarily will not exceed one month's base pay. In certain cases, however, such as the loss of personal arms or equipment, or damage to government housing through gross negligence or willful misconduct, liability may equal the full amount of the loss.

Q: CAN LIABILITY BE WAIVED?

Yes. AR 735-5 authorizes approving Authorities to waive financial liability "under appropriate circumstances." The chain of command can use the FLIPL to document the loss without actually having to take money from the soldier or civilian employee involved, or the approval authority can reduce the recommended amount of financial liability. Personnel should be sure to ask for the waiver in their rebuttal or request for reconsideration.

Q: CAN I JUST PAY THE MONEY WITHOUT A FLIPL?

Sometimes. If the loss is less than one month's base pay, the command may ask the responsible individual to sign a DD Form 362, Statement of Charges/Cash Collection Voucher. This is essentially a voluntary admission of liability for the lost or damaged property and an agreement to pay for it. A FLIPL is mandatory where responsibility for the loss is in question, the amount of the loss is greater than one month's base pay, the amount to be assessed is in dispute, or the loss involves a controlled inventory item.

Administrative Reprimands



**LEARN FROM
THIS
MISTAKE**

FAQ's for Soldiers facing an administrative reprimand.

Q: WHAT IS AN ADMINISTRATIVE REPRIMAND?

Administrative reprimands are administrative tools use to admonish Soldiers for substandard personal conduct. Unlike confinement, restriction, or extra duty, administrative reprimands are not considered "punishment.

Q: WHERE DOES IT GO AFTER IT'S ISSUED?

IAW AR 600-37 (Unfavorable Information), Chapter 3, a letter or reprimand may be filed in either your Military Personnel Record Jacket (MPRJ) or your Official Military Personnel File (OMPF).

Q: DOES IT REALLY MATTER WHETHER IT'S FILED IN MY MPRJ OR OMPF?

Yes. A local filing in a Soldier's Military Personnel Records Jacket (MPRJ) has little to no long-term effect on the soldier's career. The reprimand does not become a part of the soldier's overall service record and will be destroyed after three years or when the soldier is reassigned. On the other hand, if the reprimand is filed in the Soldier's Official Military Personnel File (OMPF), the reprimand may have career-ending implications such as non-selection for promotion, bar to reenlistment, or separation under Qualitative Management Program (QMP).

Q: CAN ANYONE IN MY COMMAND FILE A LETTER IN MY MPRJ OR OMPF?

No. Only enlisted person's immediate commander or a higher commander in chain of command, school commandant, a general officer (to include those frocked to the rank of brigadier general), or an officer exercising general court-martial jurisdiction over him can direct filing in MPRJ. An immediate supervisor may issue letters of reprimand; but can't direct filing unless serving in one of above capacities. A commissioned or warrant officer's immediate commander or a higher level commander in the chain of command (if such commander is senior in grade or date of rank to the recipient); designated rater, intermediate rater, or senior rater under the officer evaluation reporting system (AR623-105); and A senior general officer (to include one frocked to the rank of brigadier general), or an officer who exercises general court-martial jurisdiction over the recipient may file in MPJR.

Only a general officer (to include one frocked to the rank of brigadier general) senior to the recipient or an officer having general court-martial jurisdiction over the individual may direct filing in the OMPF.

Q: DO I GET A SAY IN THE MATTER?

Yes. The LOR is "unfavorable information," IAW AR 600-37. Therefore, you are entitled to reply to