



**Ministry  
of Defence**

**JSP 464  
Tri-Service Accommodation Regulations Volume 1:  
Service Family Accommodation (SFA) and  
Substitute Service Family Accommodation – UK  
and Overseas**

**Part 1: Directive**

# Foreword

People lie at the heart of operational capability; attracting and retaining the right numbers of capable, motivated individuals to deliver Defence outputs is critical. This is dependent upon maintaining a credible and realistic offer that earns and retains the trust of people in Defence. In order to achieve this, all personnel must be confident that, not only will they be treated fairly, but also that their families will be treated properly and that Service veterans and their dependants will be respected and appropriately supported.

It is a condition of service in recognition of their inherently mobile lifestyles, frequently remote bases and terms of service, that Regular Service (including FTRS(FC)) personnel are provided with high quality subsidised accommodation, which is a fundamental part of the overall package for Service personnel, which can take the form, subject to PStatCat and individual circumstances, of either publicly provided family or single accommodation (or an appropriate substitute) either at or within an appropriate distance from their duty unit or an appropriate allowances package.

JSP 464 is the authoritative policy and guidance for the provision of Service Family Accommodation (SFA) and Substitute Service Family Accommodation (SSFA) both in the UK and Overseas.

**Lt Gen Richard Nugee  
Chief of Defence People  
Defence Authority for People**

# Preface

## How to use this JSP

1. JSP 464 Volume 1 Parts 1 and 2 provides policy and guidelines for the provision of Service Family Accommodation (SFA) and the substitute equivalents to trained personnel<sup>1</sup> on a **worldwide basis**, except for accommodation in operational theatres and temporary accommodation at training areas where separate single Service arrangements will apply. Those policies that are specific to Overseas Service are in **BLUE**. This JSP contains the policy and direction on the provision of accommodation and guidance on the processes involved and best practice to apply. This JSP will be reviewed at least annually.
2. The JSP is structured in two parts:
  - a. Part 1- Directive, which provides direction that must be followed, in accordance with statute or policy mandated by Defence or on Defence by Central Government.
  - b. Part 2 - Guidance, which provides the guidance and best practice that will assist the user to comply with the Directive(s) detailed in Part 1.

## Coherence with other Defence Authority Policy and Guidance

3. Where applicable, this document contains links to other relevant JSPs, some of which may be published by different Defence Authorities. Where particular dependencies exist, these other Defence Authorities have been consulted in the formulation of the policy and guidance detailed in this publication.

Related JSPs	Title
JSP 464 Vol 1 Part 2 - Guidance	Tri-Service Accommodation Regulations Vol 1 Part 2: Service Family Accommodation (SFA) and Substitute Service Family Accommodation – UK and Overseas.
JSP 464 Vol 2 Part 1 - Directive	Tri-Service Accommodation Regulations Vol 1 Part 1: Single Living Accommodation and Substitute Service Single Accommodation.
JSP 464 Vol 2 Part 2 - Guidance	Tri-Service Accommodation Regulations Vol 1 Part 2: Single Living Accommodation and Substitute Service Single Accommodation.
JSP 464 Vol 3 Part 1 - Directive	Tri Service Accommodation Regulations – CAAS and 4TG.
JSP 464 Vol 3 Part 2 - Guidance	Tri Service Accommodation Regulations – CAAS and 4TG.
JSP 752	Tri Service Regulations for Expenses and Allowances
JSP 754	Tri Service Regulations for Pay

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<sup>1</sup> Trained personnel – personnel undergoing Phase 3 training or serving in front line units (unless posted/detached to other duties).

## Further Advice and Feedback – Contacts

4. The owner of this JSP is People SP Support. For further information on any aspect of this guide, or questions not answered within the subsequent sections, or to provide feedback on the content, contact:

<b>Job Title/E-mail</b>	<b>Project focus</b>
People-Accommodation Policy 3	Sponsor

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# 1 Principles

## Section I – Strategic Overview

**0101. Provision of Service Accommodation.** It is a condition of service in recognition of their inherently mobile lifestyles, frequently remote bases and terms of service, that Regular Service (including FTRS(FC)) personnel are provided with a satisfactory accommodation solution which can take the form, subject to PStatCat and individual circumstances, of either publicly provided family or single accommodation (or an appropriate substitute) either at, or within an appropriate distance from, their duty unit, or an appropriate allowances package. Chief Defence People (CDP) is responsible for the formulation of tri-Service Defence living accommodation policy through the MOD Central Focus for Defence Accommodation (Hd People SP Support).

**0102. Responsibility for Policy.** Policy is approved by The Defence Council for the Army and the RAF and by the Privy Council for the Royal Navy. Within MOD, the Secretary of State for Defence has overall responsibility for all aspects of Defence. He chairs the Defence Council [which directs PUS] and thence the CDP. With few exceptions, CDP formulates Service living accommodation policy on behalf of the Defence Council in respect of all three services pursuant to its powers and delegations. Where policy responsibility lies elsewhere, the lead organisation is indicated at the top of the relevant regulation within this JSP. CDP delegates responsibility for the formulation of tri Service living accommodation policy lead to the Director Service Personnel & Training Policy (D SP Pol). D SP Pol delegates day to day responsibility for accommodation policy to the Hd People-Accommodation Policy, thru the Dep Hd People-Accommodation the regulations for which are promulgated in this JSP. In discharging these responsibilities, the Dep Hd People-Accommodation Policy may consult with the single Service Housing Colonels. Sponsorship and periodic review of the policy is vested in People-Accommodation Policy staff. Proposals for changes to this JSP should be submitted to People-Accommodation Policy via the single Service Housing Colonel staffs. Responsibility for Service Family Accommodation can be found in Volume 1 Part 2 Chapter 1 Annex A.

**0103. JSP 464.** JSP 464 - Tri Service Accommodation Regulations (TSARs) is the overarching and definitive policy source document for the provision of Defence living accommodation and takes primacy on all accommodation matters. The sponsorship of JSP 464 is vested in **Dep Hd People-Accommodation** Policy who is responsible, through the forum of the Accommodation Policy Working Group (APWG) and the Accommodation Steering Group (ASG) for the periodic review of the JSP in consultation with Single Service Personnel Policy staffs, and the respective providers of Defence living accommodation in GB, Northern Ireland and overseas. Any requirement for bespoke living accommodation policy, outside the framework of JSP 464, should be submitted to Dep Hd People-Accommodation Policy for approval by the APWG/ASG.

**0104. In-Theatre Accommodation Policy.** While this JSP is the primary document for SFA allocation, differing conditions apply to operational areas and PJOBS. Accordingly, personnel assigned to these locations where SFA is available should obtain and read a copy of the in-Theatre accommodation policy prior to applying for SFA.

## Section II – Scope

**0105.** JSP 464 Part 1 provides policy guidelines for the provision of Service Family Accommodation (SFA) and Substitute Service Family Accommodation (SSFA) in UK and Overseas by the Defence Infrastructure Organisation Service Delivery Accommodation (DIO SD Accommodation) except for accommodation in operational theatres and temporary accommodation at training areas where separate single Service arrangements will apply.

**[Overseas:** SFA sponsors are responsible for the operational delivery of the housing service within the framework of JSP 464 and their respective Theatre/Command instructions and procedures].

**Overseas SFA sponsors.** SFA sponsors overseas are as follows:

- a. **HQ Land.** SFA in North West Europe (NWE), Canada, Belize, Kenya and Brunei.
- b. **JFC HQ.** SFA in Cyprus, Gibraltar and the Falkland Islands.
- c. **HQ UKSC (ESG area).** SFA at UKJSU Ramstein, Belgium (and some areas of Northern France), Norway, Denmark, Netherlands, Italy, Norway, Portugal, Spain and Turkey.

**Division of responsibilities:** The definitive responsibilities of the various organisations involved in the provision of housing in the UK and Overseas (as agreed by the Service Personnel Executive Board<sup>2</sup>).

## Section III – Defence Infrastructure Organisation Service Delivery Accommodation (DIO SD Accommodation)

**0106. Responsibility.** DIO SD Accommodation is the Housing Business Unit in the Defence Infrastructure Organisation (DIO). The majority of the SFA estate in England and Wales is owned by Annington Homes and under lease back to the MOD. DIO SD Accommodation is responsible for the management of the housing stock and for meeting the demands of the Services in accordance with the Strategic Housing Plan. As part of the management process DIO SD Accommodation, in consultation with the Services, is responsible for the disposal of surplus housing stock back to Annington Homes, or through another Business Unit of DIO as appropriate; and, where necessary, for providing new homes.

**0107. DIO SD Accommodation Contact List.** Details of DIO SD Accommodation's National Housing Prime Help Desk (NHPHD) telephone numbers are at Volume 1 Part 2 Chapter 1 Annex B.

## Section IV – MOD's Policy for the Allocation of SFA

**0108. Service Personnel.** Officers are allocated SFA primarily by rank, however, other factors such as family size, appointment, representational responsibilities and personal choice may influence the final allocation. Other Rank accommodation is allocated by family size, although personal choice may influence the final allocation. As a guiding principle, officers should not be accommodated in Other Ranks SFA, and similarly, Other Ranks

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<sup>2</sup> Directed Letter D/SPPolAccn/30/4/1/1 dated 26 Oct 01 refers.

should not be accommodated in Officers SFA where suitable Other Ranks SFA is available. However, where Other Ranks SFA, to type is unavailable, appropriate accommodation to type/size should be considered and allocated in the Officers Service Family Accommodation (OSFA) patch on a case-by-case basis and in consultation with the Local Service Commander<sup>3</sup>. The LSC may in exceptional circumstances determine that there is clear operational or business reason that makes such an allocation unsuitable.

**0109. Entitled Civilian Personnel.** Entitled civilians are allocated SFA by equivalent military rank (EMR) and appointment, tempered by family size. [\[Overseas - In BFG, entitled civilian families are allocated SFA based on family size, tempered by EMR \(as reflected in Theatre/Garrison instructions\)\]](#).

## **Section V – MOD’s Policy on Co-Habitation in Publicly Funded Accommodation**

**0110. Service and Civilian Personnel.** Under no circumstances may Service or Civilian personnel co-habit with a partner (who is not their legal spouse/civil partner) in SFA or SSFA. ‘Cohabitation’ describes a situation where the accommodation becomes the home of another person.

**0111. Unaccompanied Personnel.** Unaccompanied personnel occupying SFA or SSFA (and in receipt of unaccompanied allowances) may have spouse/civil partner/family visits for no more than 28 days (aggregated or continuous) in any 61 day period. Personnel who permit spouse/civil partner/family visits for more than 28 days in any 61 day period may, at the discretion of the Local Service Commander, be classified as serving accompanied and their unaccompanied status (and the payment of certain allowances associated with that status) may cease. They may also be liable to SFA charges.

## **Section VI – MOD’s High Threat Personnel Policy**

**0112. Protective Security Measures.** Protective Security Measures may be required for individual personnel and their families under MOD High Threat Personnel Policy, with installation authorised by the Directorate of Defence Security in UK and [by TLBs overseas](#). This expenditure is managed on a Cash Risk basis from existing DIO SD Accommodation budgets within UK. Because personal security is at risk the highest priority must be accorded to the installation of Protective Security Measures, as detailed in EBMS Housing Section 1.10.6.16.

## **Section VII – Accommodation Charges**

**0113. Accommodation Charges.** Accommodation charges for SFA are recommended by the AFPRB and in accordance with JSP 464 Volume 3 Parts 1 and 2.

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<sup>3</sup> In the event that DIO does not support the business reason provided by an LSC, they may request advice from the relevant single Service Housing Colonel. In the event that no resolution can be agreed DIO should approach [People-Accommodation](#) for policy advice.

## Section VIII – Accommodation Publications

**0114. JSP 315.** JSP 315 is the Services Accommodation Code which lays down the general standards set by MOD (with the agreement of HM Treasury) for the provision of accommodation for the Armed Forces. Scales 21 and 22 refer to Officers and Other Ranks Family Quarters. Hd People-Accommodation is the 'Patron'<sup>4</sup> of Scales 21 and 22, with day to day responsibility vested in Dep Hd People-Accommodation Policy.

**0115. JSP 362 - Chapter 16.** JSP 362 Chapter 16 provides instructions on the use of hirings for SLA (overseas only) and is sponsored by DIO (Environment and Estate Policy).

**0116. JSP 384.** JSP 384 is the Defence Accommodation Stores Policy and Procedures. Sponsorship of JSP 384 rests with Defence Equipment Support.

**0117. JSP 456.** JSP 456 Chapter 5 provides instructions on the charges to be paid for non entitled messing and accommodation in SLA. Sponsorship of JSP 456 rests with ACDS(Log Ops). DIO are responsible for annually publishing a DIN containing non entitled accommodation rates.

**0118. JSP 752.** JSP 752 is the tri-Service Allowance Regulations. Sponsorship rests with People-AF Remuneration.

**0119. JSP 754.** JSP 754 is the Tri-Service Regulations for Pay and is sponsored by People AF Remuneration.

**0120. JSP 760:** JSP 760 is the Tri-Service Regulations for Leave and Other Types of Absence

**0121. Fuel Subsidy Scheme.** Details of the Fuel Subsidy Scheme can be found in JSP 886.

**0122. DIO - Estates Business Management System (EBMS).** EBMS Housing is a reference source, drawn from JSP 464, which contains guidance and instructions on the operational conduct of all housing and estate management tasks, in order to ensure consistent best practice in managing SFA countrywide. EBMS Housing is available via the DIO Intranet.

**0123. DIO SD Accommodation Decant Methodology.** The DIO SD Accommodation decant methodology is a management tool designed to assist in determining whether occupants of SFA, which is subject to upgrade, should be decanted to another SFA either temporarily whilst the work is being undertaken, or on a permanent basis. The methodology is based on a points system that enables the severity of the work to be assessed in a consistent and objective manner, and which may trigger decant when a score of 10 points or more is accumulated. Subject to any overriding health and safety considerations, ultimately, the decision to decant rests with the occupant in consultation

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<sup>4</sup> Patron – meaning responsibility that Scales 21 and 22 are developed in parallel with developments in personnel policy.

with NHPHD. Implicit within the methodology is the requirement to provide maximum notice to occupants of SFA that upgrade work will be undertaken. Wherever possible, NHPHD are to give SFA occupants at least 6 months advance notice of their intention to carry out upgrade work which may or may not require decant, with more specific details as to the extent and timetable of the work to be provided at the 3 month point. In circumstances where NHPHD is unable to provide the occupant with 6 months notice, the occupant is to be advised as soon as the intention to upgrade the SFA is established.

## **Section IX – Definitions**

**0124. Summary.** A summary of accommodation-related definitions can be found in Volume 1 Part 2 Chapter 1 Annex C.

# 2 Service Family Accommodation (SFA)

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## Section I – Location of SFA - Outside London

**0201. Radius from Duty Station.** SFA is to be provided as close as possible to the Service person's duty station with National Housing Prime Help Desk (NHPHD) always attempting in the first instance to offer SFA within 10 miles radius of the duty station (except for Northern Ireland, where the standard radius is 20 miles to accommodate existing estates. New build will conform to normal rules unless an exception is pre authorised). SFA outside this radius, up to a maximum of 20 miles, can be allocated only with the agreement of the Local Service Commander, otherwise DIO SD Accommodation will issue a NAC. When agreement cannot be reached, each case is to be referred to the appropriate single Service Housing Colonel. Should local circumstances require the exceptional allocation of SFA in excess of the 20 mile discretionary limit, Local Service Commanders should seek authority from their respective single Service policy staffs.

**[Overseas only:** In BF(G), personnel will be allocated SFA within their respective Garrison Areas and within a radius of 60 minutes by public transport or 45 minutes by Service provided Residence to Place of Duty transport. Occupation of SFA outside the Garrison in which the person's unit is located can only be granted, on individual application, by G1 Branch, HQ UKSC (G)].

## Section II – Location of SFA - Inside London

**0202. Designated SFA Locations.** SFA is to be provided in accordance with the proximity to place of duty rules at paras 0203 - 0205.

**0203. MOD London Personnel (occupying appointments on the VCDS 45-Minute Travel List).** Entitled personnel filling appointments on the VCDS 45 Minute Travel List are to be provided with SFA/SSFA within 45 minutes travel by public transport<sup>5</sup> of their place of duty in accordance with the arrangements at para 0325. This list is to be updated annually by VCDS and is held by VCDS Outer Office. SFA estates may be designated as ex-officio to the VCDS 45 Minute List at DIO SD Accommodation's discretion, and certain properties may be tied to senior officer's posts.

**0204. MOD London Personnel (Non-VCDS 45-Minute List).** Entitled personnel serving in MOD London are to be provided with SFA/SSFA within 1½ hrs travel by public transport of their place of duty.

**0205. Formed Units in London.** Entitled personnel are to be provided with SFA/SSFA within 10 miles of their place of duty, except in the case of the London based Foot Guards battalions who are to be allocated SFA in the Guards Corridor. SFA estates may be designated to support formed units at NHPHD discretion and certain properties may be tied to senior officer's posts.

## Section III – Types of SFA

**0206. Types of SFA.** Types of SFA are as follows:

- a. Officers. Type I - V

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<sup>5</sup> Taken to mean travel by surface train, underground or bus

- b. Other Ranks. Type D - A

**A summary of SFA entitlements by Officers and Other Ranks Type is contained in Volume 1 Part 2 Chapter 3 Annex A.**

**0207. Tied/Ex-Officio SFA.** Certain designated individuals/groups of personnel are entitled to tied/ex officio SFA by virtue of their appointments:

- a. **Tied SFA.** Tied SFA refers to specific properties designated for occupation by incumbents (being an entitled person defined in Chapter 3, paras 0301 and 0302) of designated posts for the duration of their appointments **only**. **Entitlement to a Tied SFA starts on the day of assumption of the appointment and ceases on the last day in post.** The appointments concerned are to be confirmed by the Service Authority/[Local Service Commander overseas](#) and agreed with DIO SD Accommodation, thereby enabling particular properties to be 'tied' to respective appointments.
- b. **Ex-officio SFA.** Ex-officio SFA is any number of properties which have been earmarked for occupation by personnel fulfilling a number of designated appointments at a particular location. Priority for the allocation of ex-officio SFA is to be given to incumbents of the designated posts for the duration of their appointments.

## **Section IV – Agreements to Occupy SFA**

**0208. Service Licence to Occupy SFA.** The Service Licence to occupy SFA is to be signed by all entitled and eligible Service personnel who occupy SFA. [[Overseas:-In BF \(G\) this Licence to Occupy is also to be signed by members of the supporting civilian component, including contracted personnel<sup>6</sup>.](#)] See Volume 1 Part 1 Chapter 2 Annexes A and B. In the case of new build SFA provided through PFI/PPP arrangements, the NHPHD will attach an addendum to the Licence to Occupy SFA summarising any special arrangements which apply locally.

**0209. Other Occupation of SFA Agreements.** Entitled and eligible civilian occupants of SFA are required to sign a Civilian Agreement (Assured Shorthold Tenancy or similar lease) - ([not applicable in BF\(G\)](#) - see [Para 0208](#)).

## **Section V – Misappropriation**

**0210. Misappropriation of SFA as Single Living Accommodation (SLA).** In locations where there is a shortfall of SLA and available SFA which is not required for entitled occupants, SFA may be misappropriated as mess/barrack accommodation thereby avoiding the costs of SSSA. The decision as to whether SFA may be misappropriated as SLA rests with the NHPHD and [for Overseas the housing staffs \(in BFG in consultation with G4 Estate, HQ UKSC \(G\)\)](#).

**0211. Misappropriation of SFA as SLA for Seriously Injured/Disabled Single (PStatC3/4/5) Service Personnel.** Under these circumstances, once the unit is notified of

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<sup>6</sup> In BF(G) the Supporting Civilian Component are subject to Military law whilst in BF(G) serving NATO organisations.

an individual's return and a requirement for SFA to be misappropriated is identified, the unit is to initiate consultation with the appropriate NHPHD or for [Overseas the appropriate PJOB Housing Provider](#) to identify a suitable property, taking into account ongoing medical care and welfare support required. The address of the allocated property is to be nominated within 15 days of receipt of application irrespective of the accommodation required date to enable adaptations to be planned and completed. The seriously injured / disabled Service person (and any authorised carer / nurse) will occupy the property as an entitlement for the duration of their assignment(s). The occupant will pay SLA charges as if in SLA accommodation. Costs for making any adaptations required and those identified at Para 0210 will be borne by the parent unit for the duration of the misappropriation. The property misappropriated will be ring-fenced for the duration of need with DIO SD Accommodation relinquishing the right to request the return of the property. The property, once adapted, should be retained wherever possible for future occupation by other seriously injured / disabled Service personnel or dependants.

**0212. Management, Funding and Furnishing of Misappropriated SFA as SLA.** When misappropriation is agreed, the NHPHD/[Garrison/Station Housing staff Overseas](#) will hand the SFA over to an administering unit which will be responsible for:

- a. Ensuring that the property complies with SLA building regulations.
- b. Ensuring that under certain circumstances, it meets the needs of injured personnel.
- c. Funding any work to meet the above requirement.
- d. Co-ordinating the move in and move out of the occupants.
- e. Funding external and interior maintenance throughout the period of the misappropriation through the RPC.
- f. Meeting the costs of utility bills.
- g. Payment to DIO SD Accommodation for Annington Homes rent and Council Tax in accordance with arrangements made with the NHPHD.
- h. Furnishing the property to a standard and specification similar to SSSA. At locations where occupants of the misappropriated SFA are able to take all meals at a local Service messing facility eg Mess or Cookhouse (which as a guide should be within 10 minutes walk of the misappropriated SFA), the kitchen items shown in the specification should not be provided (see Volume 2 Part 1 Chapter 7).
- i. Furniture provision under the [Overseas Furniture Provision Scheme](#) for rented accommodation/hirings to be utilised as SLA in overseas areas should be based on the furnishing specification for SSSA in UK, except items compensated within Local Overseas Allowance are not permitted, and, where local messing facilities exist, the kitchen items shown in the specification should not be provided. At locations where occupants of the misappropriated SFA are able to take all meals at a local Service messing facility, e.g. Mess or Cookhouse (which as a guide should be within 10 minutes walk of the misappropriated SFA), the kitchen items shown in the specification should not be provided.

j. Ensuring personnel occupying misappropriated SFA abide with JSP 464 Volume 2 Part 1 (SLA) and the appropriate single Service mess/barrack rules.

# 3 Entitlement to SFA

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## Section I – Entitled Service Personnel

**0301. Entitlement Criteria.** To be entitled to SFA Service personnel must be:

- a. Aged 18 or over, have completed Phase 1 training<sup>7</sup> and be serving on a regular engagement with the UK Armed Forces, or be a Full Commitment (FC) Reservist as defined in single Service instructions. For those personnel under 18 years of age the parent unit must accept responsibility for their behaviour until the 18<sup>th</sup> birthday.
- b. In Personal status category (PStatCat) 1 (See footnote<sup>8</sup>), 1C, 1S or 2 as defined in JSP 752, Chapter 1 Section 4.
- c. Have at least 6 months to serve at the station where they qualify for SFA apart from the following exception:
  - (1) Those Service personnel who have been selected for compulsory redundancy and have been given 6 months or less notice. In these circumstances, Service personnel will be entitled to SFA at the location where they have been assigned for their last 6 months or less. If there is no SFA available within a 10 mile radius of that location, NHPHD will offer SFA further afield; the applicant will not be entitled to SSFA but would be entitled to apply for surplus SFA in accordance with Chapter 9.

**0302. Entitlement by Appointment.** Some Service appointments require personnel to work either in the home or be accommodated away from subordinates. Accordingly, Service personnel PStatCat 1 (serving unaccompanied), and PStatCat 2, 3, 4 or 5 are entitled to SFA which meets the requirements of their work, when employed in the following posts. Where SFA is not available for any reason, SSFA is not authorised except for Garrison / Station Commanders / Service Chaplains with unit pastoral care duties. SSSA to the appropriate scale is to be sourced in accordance with JSP 464 Volume 2 Part 1 Chapter 7.

- a. Officers of OF4 rank and above serving in appointments designated as being In Command which is defined as being able to exercise Command Powers of Punishment in accordance with the Armed Forces Act 2006<sup>9, 10, 11</sup>.
- b. RAF OF4 Station Executive appointments.
- c. Regimental Sergeant Majors of major regular Army units or RAF Station Warrant Officers.
- d. Service Chaplains undertaking a pastoral responsibility at Unit level.

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<sup>7</sup> This eligibility includes Service personnel who are currently transitioning to Phase 1 training in another Service or those Service personnel commissioning from the ranks.

<sup>8</sup> Unless they are serving unaccompanied (in accordance with the criteria laid out in JSP 752 Chap 1 Section 1 Annex A) when there is ONLY an entitlement to SLA at the Place of Duty iaw JSP 464 Part 3 Para 0301.

<sup>9</sup> RN Officers in sea command appointments are not entitled to occupy SFA under the provisions of this paragraph.

<sup>10</sup> NHPHD will seek Head of Establishment decision regarding prioritisation for the allocation of SFA in the event of limited availability..

<sup>11</sup> Less a very small number of OF3 Army Independent Sub-Unit Command Posts that are designated as 'In Command'. This is not to be confused with Sub-Unit Command where the Unit hierarchy has an 'In Command' OF4 appointment.

e. Serving members of the Army Welfare Service (AWS) employed as Army Welfare Workers (AWW) and serving members of the Royal Navy Royal Marines Welfare (RNRMW) and Royal Marines Welfare (RMW)<sup>12</sup>.

f. Exceptions are to be staffed through the appropriate single Service Housing Colonel as casework.

**0303. Guards Corridor.** Soldiers assigned to one of the Foot Guards battalions in Aldershot, Windsor, Pirbright, Hounslow or Westminster are to be allocated SFA within the Guards Corridor. Subject to consultation between London District, 11 Inf Bde and DIO, the SFA allocated is to be as close as availability permits to the soldier's preferred SFA location within the Guards Corridor. This does not confer an automatic entitlement to SSFA at that specified preferred location should SFA be unavailable there.

**0304. Gurkha Religious Teachers.** Gurkha Religious Teachers are entitled to Type V SFA but not SSFA. Those recruited in the UK will pay SFA charges at the entitled rate. Those Religious Teachers recruited in Nepal / Overseas will not be liable for accommodation charges, CILOCT or utilities for the first 5 years, after which they will revert to normal 'entitled' SFA charges.

**0305. TA and Reservist Personnel.** TA and reservist personnel are entitled to SFA only when they have entered into Full Time Reserve Service – Full Commitment (FTRS-FC). Housing staffs who are in doubt of the status of TA and Reservist applicants for SFA are to verify FTRS-FC status with the appropriate single Service sponsor. Entitlement to SFA exists for FTRS-FC service in excess of 6 months and lasts for the duration of full time service. Appointment to a Non-Regular Permanent Staff (NRPS) position carries no entitlement to the provision of Service accommodation and NRPS are expected to make their own domestic accommodation arrangements. There are very limited exceptional circumstances where short-term provision of SLA may be granted.

**0306. Adjutant General Corps Military Provost Guard Service - AGC(MPGS).** AGC(MPGS) are entitled to SFA at the entitled rate. However, due to the specific static employment conditions of service for AGC(MPGS), there is no entitlement to SSFA in the event of SFA not being available.

**0307. Members of the Armed Forces of Foreign and Commonwealth (F&C) Countries.** Entitlement to SFA at normal UK Service person's accommodation charges exists only when foreign personnel are serving in official exchange or liaison appointments attached to the British Armed Forces. Any entitlement outside these circumstances should be covered by a Memorandum of Understanding (MOU) which is to be presented by the individual on application. Additionally, entitlement<sup>13</sup> also exists for foreign personnel attending the JSCSC who are to be charged non-entitled rates; entitlement lasts for the duration of the course and the period before and after the course must be notified for each individual case to the NPHPD by the JSCSC Administrative Office.

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<sup>12</sup> When more than one of any of these categories of personnel of the same gender are serving in the same geographical location, SFA is to be shared. Co-habitation is not permitted.

<sup>13</sup> Exceptionally, SFA has been provided specifically for foreign students at JSCSC and therefore they are entitled to be allocated SFA at that location. This does not mean that they are 'entitled personnel' in the sense of enjoying the terms and conditions of UK Service personnel.

**0308. Single Personnel - Pregnant Single Servicewomen (PSS).** PSS are entitled to SFA from 3 months before the expected date of confinement up to the date of birth (at which point their PStatCat will change from PStatCat 5 to PStatCat 2 provided they meet the PStatCat 2 criteria). The PSS will pay SFA charges and CILOCT (abated for single occupancy) at the appropriate rate for the property occupied from the date of occupation and be responsible for all utilities (less water and sewerage) for the accommodation in accordance with JSP 464 Volume 3 Part 1. HQ Housing Staffs are to ensure that a written undertaking is provided on the applicant's licence acknowledging that co-habitation will not occur.

**0309. Fostering.** All Service personnel (including personnel who are single) who are active foster carers are entitled to SFA or SFA above entitlement, where required, akin to personnel with natural or adopted children. Within the UK, approval as a foster carer and active (or forthcoming) fostering should be confirmed by means of a letter from the relevant Local Authority stipulating the geographical area (as this impacts on whether foster carer status carries over after being posted to a new location) and duration of approved foster carer status.

**0310. Adoption.** Single service personnel approved for adoption will be entitled to occupy SFA from the date of approval given the need to establish a home prior to any child being placed with the adoptive parent.

**0311. Both spouse/civil partners are serving members of the Armed Forces.** When both spouse/civil partners are serving members of the Armed Forces either at the same or different duty stations, one spouse/civil partner is designated as PStatCat 1s and the other spouse/civil partner is designated as PStatCat5s (as defined in JSP 752 Chapter 1 Section 4):

a. The spouse/civil partner designated as PStatCat1s has the entitlement to SFA which they may exercise at their duty station. The spouse/civil partner designated as PStatCat 5s has no entitlement to SFA (but is entitled to SLA if they declare their intention to serve unaccompanied at a different duty station).

b. Where a Service couple have duty stations within 100 miles (travelling distance) of each other, the Cat 1s may apply on an eligible basis for surplus SFA at the midway point between the duty station of the Cat 1s and the Cat 5s when both of the following criteria are met:

(1) Surplus SFA is available at a location midway between the two duty stations (there is no entitlement to SSFA); and

(2) Where the location of the SFA at the Cat 1s duty station precludes the Cat 5s from commuting to his/her place of duty.

If granted, the Cat 1s will occupy the property on a 'ring-fenced'<sup>14</sup> surplus licence until the effective date of their next assignment, when a new application will have to be made. Where midway surplus SFA is occupied, the following restrictions apply:

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<sup>14</sup> 'ring-fenced' indicates that the property has been allocated to the Service person for the duration of their assignment and they would only be moved for the same reasons as an entitled Service person.

- (1) There will be no entitlement to SLA at either duty station for the personnel;
- (2) Maximum distances for travel claims will apply (in accordance with JSP 752);
- (3) Married Service personnel or those in a Civil Partnership applying for surplus SFA at the midway location must have at least 6 months to serve at their respective units.

c. Married Service couples and civil partners who maintain a privately owned/rented family home, the location of which precludes both of them from travelling to and from during the working week, may elect to occupy SLA at their respective duty stations, both on an entitled basis when serving married unaccompanied<sup>15</sup>.

**0312. Single parents PStatCat 2 and PStatCat1 couples when both spouse/civil partners are serving who need to employ a full-time nanny/au pair.** Single parents PStatCat 2 and PStatCat1 couples when both spouse/civil partners are serving who need to employ a full time nanny/au pair in order that they may fulfil the full range of their military duties are to be allocated SFA which has sufficient bedrooms so that the full time nanny/au pair may be accommodated in their own bedroom. Personnel will pay the appropriate SFA charge for the Type of SFA occupied. Personnel who need to employ a full time nanny/au pair are to state the requirement on the SFA Application Form and attach a written declaration to that effect.

**0313. Entitlement when service personnel are married to/in a civil partner with a member of the civilian component (overseas only).** Service personnel who are married to/or in a civil partnership with a member of the civilian component may take advantage of the rules pertaining to UKBCs in regard to free accommodation and exemption from fuel and light charges, however, the type of SFA allocated will be in accordance with the Service person's entitlement.

**0314. Service families evacuated from their permanent duty station overseas to UK.** See policy statement at Annex A.

**0315. Service families repatriated to UK for welfare/compassionate reasons.** Service families repatriated to UK for welfare and compassionate reasons have an entitlement to SFA/SSFA at a preferred location in UK as agreed between the overseas losing unit, the gaining unit (or if the family is 'headless' the Local Service Commander in the preferred area of choice) and the NHPHD, on a case by case basis and for a predetermined period of no more than one year subject to review.

**0316. Service families repatriated to UK/transiting through UK for medical/educational reasons.** Service families repatriated to UK or transiting through UK for specific medical or educational reasons which have arisen during the period of overseas duty, have an entitlement to SFA/SSFA within 10 miles/45 minutes of a specialist facility in UK as agreed between the overseas losing unit, the gaining unit (or if the family is 'headless' the Local Service Commander in the required area) and the NHPHD, on a case by case basis and for a predetermined period of no more than one year subject to review.

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<sup>15</sup> See JSP 464 Part 3 Chapter 3 Para 0308.

**0317. Service personnel whose entitlement to SFA is lost due to bereavement.**

Bereaved Service personnel whose entitlement to SFA would be lost due to bereavement should be offered to retain an entitlement to the SFA that they occupy at the place of duty at the time of bereavement for a period of up to 2 years following their bereavement (or until assigned) to enable them to determine their longer term housing requirements. Retention of SFA may be extended beyond the 2 year period at the discretion of the Local Service Commander following endorsement by the appropriate single Service Housing Colonel. Bereaved Service personnel will pay entitled charges for the Type and Grade of SFA occupied (which may be liable to change as a result of a CAAS Band change or 4TG Board and/or the annual AFPRB round). CILOCT charges may be abated by 25% for single occupancy.

**0318. Long Service Advance of Pay (LSAP)/Forces Help to Buy (FHTB) claimants.** If the Service person, or spouse/civil partner in the case of serving couples, purchases (or extends) a property using the Long Service Advance of Pay Scheme (LSAP), there is no entitlement to SFA or SLA at that place of duty, or any other place of duty, within 50 miles or 1 ½ hours of the property, during the period that the LSAP loan is being repaid. Exceptions are detailed in JSP 752 Chapter 2 Section 4. For Forces Help to Buy (FHTB), there is no entitlement to SFA or SLA at that place of duty, or any other place of duty, within 50 miles of the property, during the period that the FHTB advance is being repaid. Exceptions are detailed in paragraph 1220 of this JSP.

**0319. Seriously Injured/Disabled Service Personnel Policy.** Where a Service person suffers a serious injury / disablement that renders their current allocated SFA inappropriate, they may need to be relocated. In these circumstances, a discussion between NHPHD, OT, the family and Unit will need to identify a suitable SFA and location. The new property address is to be nominated within 15 days to enable the necessary adaptations to be completed. Wherever possible, an adapted SFA should be retained for future allocation to injured Service personnel or dependants. Costs of adaptations required and family relocation will be met by the Unit TLB. The policy is at Annex B.

**0320. Service personnel filling Defence Attaché posts designated as ‘no child’ posts.**

Where, a Service person with dependent children is filling a Defence Attaché (DA) position that is designated as ‘no child’<sup>16</sup> they are entitled to apply for SFA in an area of their own choice. Where SFA is not available to entitlement, the NHPHD/[Garrison/Station Housing provider](#) may offer alternatives iaw Part 1 Chp 3 Sect IV in order to meet the SP location needs. There is no entitlement to SSFA. The following restrictions apply:

- a. The Local Service Commander must be made aware of the allocation of SFA.
- b. The SP must nominate a suitable Service proxy who will preferably be within close proximity (Army/RAF may seek assistance from the UWO/SCSO), and inform NHPHD in writing, of an individual that will assist with:
  - (i) Visiting and inspecting the property once every month to ensure good order and removal of any build-up of mail.

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<sup>16</sup> Details of these specific DA positions are held by MOD (International Policy & Planning - Overseas Support - Defence Sections (Personnel)).

- (ii) Acting as a POC for any official access such as MHS for maintenance reasons etc.
- (iii) Acting as liaison for the family to forward utility bills for payment by the SP.
- (iv) Ensuring adequate heating is available to protect against burst pipes etc.
- (v) Ensuring regular gardens maintenance.

**0321. SFA above or below entitlement (overseas).** Should the housing staffs be unable to allocate SFA appropriate to the applicant's entitlement, alternative accommodation above or below the entitlement will, if available, be offered. If the applicant accepts this SFA, he or she will be required to sign an acceptance of the SFA offered.

**0322. Changes in Circumstances.** All changes in the circumstances of Service personnel already occupying SFA which affect their entitlement for such accommodation, including circumstances of marital/civil partnership breakdown, bereavement and discharge, are to be communicated immediately to the **DIO Loss of Entitlement Team** by the individual concerned and that person's Service Administrative Unit. Service personnel or their spouse/civil partner who have reached the 6 month point of pregnancy are entitled to move at that stage to a property to which they would be entitled at the birth of the child, having applied for SFA at the 4 month stage of the pregnancy. A change in circumstances that alters your entitlement may also affect your SFA charge, which will be recovered from the date when the 'change in circumstance' occurred.

**0323. Service personnel granted career break.** Service personnel who have an application for a Career Break (CB) approved and who occupy Service Families Accommodation (SFA) or Substitute Service Families Accommodation are to inform the NHPHD and **DIO Loss of Entitlement Team** of the change in their circumstances. They will be entitled to retain their existing SFA/SSFA at entitled rates for the first 93 days of the CB. Personnel occupying SSFA will be required to vacate the property on completion of the initial 93 days notice. Thereafter, personnel on a CB have no entitlement to Service Accommodation but are eligible, although with no guarantee of being able to do so, to apply to occupy temporarily surplus SFA at full market rate or make private arrangements.

**0324, Service personnel granted a Career Intermission.** The policy guidance for the entitlement to Service Families' Accommodation, Single Living Accommodation and Substitute Service Single Accommodation for Service Personnel who take a Career Intermission and the related Accommodation charge policy can be found in **JSP 760 Chapter 18 Annex A.**

## **Section II – Where the Entitlement may be Exercised**

**0325 Entitlement at the Duty Station.** Service personnel may exercise their entitlement to SFA at their duty station (taken to mean the location specified on their assignment order). Personnel who do not choose to take up their entitlement at their duty station are eligible to apply to occupy temporarily surplus SFA at an alternative location elsewhere in UK on the understanding that SFA in their preferred area of choice may not be available, and that they may be required to vacate the SFA on receipt of 28 days notice should the property be required by an entitled occupant or be subject to upgrade, disposal or required for some other Service reason.

**0326. Armed Forces Chaplains undergoing initial training.** PStatCat 1 and 2 Chaplains are entitled to SFA at their first Duty Unit whilst they are undergoing initial Phase 1 military training, provided the respective Manning Authority has informed the Service Chaplain of their first duty location prior to the commencement of initial training. The entitlement arises 2 weeks prior to the start of initial training.<sup>17</sup> This policy does not apply to Chaplains in PStatCats 3, 4 and 5 undergoing initial training, although Chaplains in these PStatCats are already entitled to apply for SFA (see para 0302) where they are undertaking a pastoral responsibility at their duty unit.

**0327. Entitlement to retain SFA at a previous duty station (UK only).** In certain circumstances, Service personnel are entitled to retain SFA at a previous duty station – para 0725 refers.

### **Section III – VCDS 45-Minute Travel List in London**

**0328. Entitlement to Accommodation.** Personnel filling appointments on the VCDS 45 Minute Travel list are entitled to occupy accommodation (which may be SFA, SSFA or SSSA) within 45 minutes travel time by public transport<sup>18</sup> of their place of duty. When applying for accommodation, personnel should make it clear on the application form that they require accommodation within the 45 minute travel radius. VCDS List personnel may seek accommodation outside the 45 minute travel radius for personal reasons with the approval of their Director, and in accordance with the notification procedures at para 0321. Their appointment will be removed from the List (held by VCDS's Outer office) and will only be reinstated with the approval of VCDS. MAVCDS will review the list on an annual basis.

**0329. Application and Allocation of SFA within 45 minutes travel.** 45-Minute List personnel opting to serve accompanied and wishing to occupy SFA should contact the Area Housing Manager NHPHD to discuss their housing options. SFA Application Forms are to be administered by the NHPHD in accordance with the following guidelines:

- a. The NHPHD should always attempt to provide SFA to the appropriate entitlement, unless the applicant is prepared to accept below entitlement SFA, within 45 minutes travel by public transport of the applicant's place of duty (Option 1).
- b. If there is no suitable SFA available within 45 minutes travel by public transport, the NHPHD should establish whether the applicant would exceptionally be prepared to accept SFA outside of the 45 minutes travel radius (Option 2) and, if that is the acceptable to the applicant, allocate SFA accordingly.
- c. In cases where Options 1 and 2 are not possible, DIO SD Accommodation should refer the case to Dep Hd People-Accommodation Policy. The case should include a cost analysis showing:

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<sup>17</sup> Where new entrant chaplains qualifying under this paragraph are subject to the end of a curacy or other ecclesiastical appointment which may affect their housing requirements, a case may be made through the sS Housing authority to seek earlier entitlement to SFA. Earlier entitlement is to be no more than three months prior to commencing initial training. This is to be done on a case by case basis and the following requirements must be met: a. confirmed place on initial training, b. loss of Diocesan House or other church accommodation confirmed by ecclesiastical authority, c. P Stat Cat 1 or 2 and d. sS Chaplaincy Directorates endorse and support the application

<sup>18</sup> Taken to mean travel by surface train, underground or bus.

- (1) The potential costs of SSFA in Central London (Option 4).
- (2) The availability of suitable SFA outside 45 minutes travel and the cost of SSSA within 45 minutes travel (Option 3).
- (3) DIO SD Accommodation's and the applicant's preferred accommodation solution.

d. Dep Hd People–Accommodation Policy will determine (if necessary in consultation with the applicant, DIO SD Accommodation and MA/VCDS) which accommodation solution is most appropriate. Difficult cases and all cases relating to 2, 3 and 4 Star Officers will, if the need arises, be referred to VCDS.

**0330. Maintenance of the List.** MA/VCDS will review the list on an annual basis and is responsible for notifying Directors of appointments within their areas of responsibility which qualify for inclusion on the List. Directors who wish to add or remove appointments on the agreed List must inform VCDS, copy to CDP and DIO/DIO SD Accommodation, providing suitable justification. Amendments to the List may only be made with VCDS' express authority.

## Section IV – SFA Entitlements

**0331. SFA Entitlements by OSFA and ORSFA Type.** A summary of SFA entitlements by Officers SFA and Other Ranks SFA Type is contained in Volume 1 Part 2 Chapter 3 Annex A. SFA is classified by Type in accordance with the space standards and specifications in JSP 315, Scales 21 and 22. The Scales are indicative and some variation between properties which are similarly Typed is to be expected. Deficiencies are reflected in the SFA charge through the application of CAAS/ MOD's 4 Tier Grading Regulations. [\[Overseas only: In BFG entitled civilians are allocated SFA based on their family size tempered by their EMR, since EMR alone does not convey entitlement to a particular SFA Type\].](#)

**0332. SFA allocation for families with three children all aged 10 years and over.** Where there is an entitlement to Type C or Type V SFA, a family with 3 children who are all aged 10 and over, will be entitled to elect to occupy a type D or IV SFA but must pay the type D or IV charges. The exception to this is RAF Warrant officers who are entitled to a type D SFA regardless of their family size. Families with three children under ten may apply to occupy a four bedroom SFA on an eligible basis. All families with four children are entitled to Type D or Type IV SFA.

**0333. Entitlements in designated high cost areas.** In designated high cost areas<sup>19</sup>, Officers are entitled to reduced scale SFA in accordance with the indicative reduced space standards in JSP 315, Scale 21. Reductions in house size are reflected in the SFA charge through the application of MOD's CAAS/4 Tier Grading Regulations. Other ranks are entitled to full sized SFA in accordance with JSP 315, Scale 22. Designated high cost areas include London (defined as the area within the radius of the M25). Due to the historical configuration of the SFA Estate in London, the majority of Other Ranks SFA are full sized and may be allocated by the NHPHD for estate management reasons.

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<sup>19</sup> A high cost area or location is one where the cost of a comparable house to the appropriate officer SFA, based on statistics provided by the DCLG, is a factor of 1.5 higher than the nation-wide average.

**0334. SFA above or below entitlement.** Should the NHPHD be unable to allocate SFA appropriate to the applicant's entitlement, alternative accommodation above or below the entitlement will, if available, be offered.

**0335. Allocation of SFA above entitlement for Service Reasons.** The NHPHD/housing staff may offer SFA above entitlement on those occasions when SFA of the entitled Type is not available ([thereby avoiding SSFA and avoiding ERA/ORA overseas](#)). Above entitlement allocations are to be made on the same basis as allocations to entitlement, in that occupants of above entitled properties will not normally be required to vacate during the course of their tour of duty unless circumstances arise which make the continued occupation of the property inappropriate or impossible (see Chapter 8 Section V). In order not to disadvantage personnel when SFA above entitlement is allocated for Service reasons, the SFA charge applied is the lower of:

- Band A or Grade 1 for charge for the type of property to which they are normally entitled or the Band/Grade for charge for the type of property actually occupied. This calculation takes into account both the accommodation and CILOCT elements to ensure that the lower combined charge are applied.

Where the Fuel Subsidy Scheme is applicable, the FSS rate applied is to be based on the type of SFA the occupant is entitled to (see 'Fuel and Light Charges' in Vol 3 Pt 1 Chapter 4). The applicant may decline the offer of above entitlement SFA without penalty, and retain their existing position on the Application List.

**0336. Request to occupy SFA above entitlement.** Service personnel may request as a matter of personal choice to occupy SFA above their entitlement, if available, on the basis that they will pay the accommodation charge for the Type and Band/Grade of SFA which they occupy. Above entitlement allocations arising from personal choice are to be made on the same basis as allocations to entitlement, in that occupants of above entitled properties will not normally be required to vacate during the course of their tour of duty unless circumstances arise which make the continued occupation of the property inappropriate or impossible (see Chapter 7). Continued occupation of Above Entitlement SFA is to be reviewed by the NHPHD when a new assignment order is issued and the licensee wishes to remain in the same SFA. It is the responsibility of the Service person to notify the NHPHD of their new assignment.

**0337. Allocation of SFA below entitlement (one down) (RN and Army personnel only).** The NHPHD may only offer SFA one Type below entitlement (One Down) when there is no available SFA of the entitled Type and where the size of the Service person's family allows them to be accommodated in SFA one Type below - see Volume 1 Part 2 Chapter 3 Annex A. When offered SFA below entitlement under the 'one down' rules, the applicant has 2 choices:

- a. The applicant accepts the one down SFA and the SFA charge for the Type and Band/Grade of SFA allocated will be levied.
- b. The applicant declines the one down SFA, and the NHPHD will make a 2nd offer within 15 working days if availability permits. The NHPHD will also engage with the SP on the flexibility of their required date (where this is well in advance of their assignment date) if it will allow more time to source a suitable SFA. Where it is not possible to make a 2nd offer because there are no properties available to entitlement a NAC will not be issued and the SP will have to wait for an unlimited period until SFA

becomes available.

**0338. Opt out of one down.** RAF personnel are entitled to SFA of the correct entitlement as a condition of service. On those occasions when SFA one type below entitlement is offered, RAF personnel may exercise their right of opt out and are to be issued with an NAC.

**0339. Occupation of SFA Below entitlement by choice.** Service personnel may elect to occupy SFA one Type below entitlement as a matter of choice, and will pay the accommodation charge for the Type and Band/Grade of SFA which they occupy.

**0340. Impact on housing entitlement when children no longer qualify as dependant.** When children no longer qualify as dependant in accordance with the definition at JSP 752, Part 2 Chapter 1 Section 3 they no longer qualify under the size of family criteria for the purposes of SFA allocation but may continue to reside in the SFA as non dependant adult children. In instances where this may impact on subsequent entitlement to SFA (in the case of PStatCat2 personnel) or downsizing to smaller SFA on next assignment (in the case of all families PStatCat 1 and 2), the following management procedures are to apply<sup>20</sup>:

- a. PStatCat 2. In instances where the youngest or only child of a PStatCat 2 is no longer classified as dependant resulting in loss of SFA entitlement, PStatCat 2 personnel should continue to be permitted to occupy SFA at their place of duty and should, whenever possible, be provided with SFA at their next and subsequent duty stations subject to agreement between the Local Service Commander and the NHPHD (and an appropriate justification attached to the SFA Application Form).
- b. Downsizing – all families PStatCat 1 and 2. Where a reduction in family size may result in the family (whether PStatCat 1 or 2) being downsized to smaller SFA on assignment to the next duty station, the NHPHD will (where availability of SFA permits) seek to provide the family with the same sized SFA as they had previously occupied to avoid downsizing.

## Section V – Entitled Civilian Personnel

**0341. Entitled civilian occupants.** SFA may be made available for entitled civilian occupation under the following circumstances only:

**0342. MOD key staff.** Occupancy of SFA is reserved for a small number of married (or those in a civil partnership) MOD Key Staff who are required by the nature of their duties to live on or near to the establishment (i.e. when there is a specific liability to carry out extra duties which require them to be on call outside normal working hours, particularly at weekends), or because their occupancy of official accommodation is essential on the grounds of safety, efficiency or general public interest. Applications of key staff status for each post must be proposed by the line manager and approved by the appropriate Budget Holder. The need for key staff status for each post should be reviewed at regular intervals to ensure that the requirement still exists. The designation of key staff applies in a particular post, and consequently lapses for that individual on assignment - although their replacement may then be designated key staff in their turn. Staff who no longer hold a designated post are to be issued with a formal notice to vacate.

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<sup>20</sup> Agreed at the AFWPSG meeting on 7 Oct 04 – DSPPol/30/2/13 dated 14 Oct 04 refers.

**0343. Bonafide UK-Based Civilians (UKBCs) (Overseas).** All MOD UKBCs and Specially Recruited staff for overseas service are classified as entitled personnel whilst under contract to serve overseas. Civilian staff are entitled to free accommodation and utilities (including CILOCT) during their overseas tour except for those Specially Recruited staff who were recruited after 1 September 2001, who are only entitled to free accommodation and utilities (including CILOCT) for the first 5 years.

**0344. Employees of recognised Welfare Organisations in support of the Services (Overseas).** Employees of recognised Welfare Organisations in support of the Services (CVWW, WRVS, SSFA Forces help, SHWD) are entitled to SFA free of charge (thereby reflecting the same conditions of service provisions for UKBCs).

**0345. NAAFI managers and supervising staff.** NAAFI managers and supervising staff are entitled to SFA free of charge on those occasions where scaled entitlements to SLA can not be provided.

**0346. MOD-sponsored civilian contractors.** MOD sponsored civilian contractors are entitled to SFA when written into their contracts as approved by MOD.

**0347. MOD Police - MOD Form 410.** Current policy concerning the occupation of SFA by MOD Police is as follows:

- a. MOD Police recruited from 1 Sep 94, have no entitlement to the provision of accommodation.
- b. MOD Police recruited prior to 1 Sep 94 who are already accommodated in SFA have reserved rights to free SFA and are entitled to remain in their current accommodation. On moving, however, their right to rent free accommodation lapses, although surplus SFA may be provided on a market-rent basis. In this case, the officer becomes eligible for Replacement Allowance as compensation for the additional housing costs. Should applications for housing be received from MOD Police Officers in post prior to 1 Sep 94, Hd CM(MDP), MDP HQ, Wethersfield is to be consulted.
- c. Where MOD Police are accommodated in SFA, they are responsible for the payment of their council tax direct to the appropriate local authority.
- d. MOD does not provide cookers; carpets or curtains in MDP occupied SFA under the above provisions. However, where MOD Police are granted occupation rights in any otherwise surplus SFA they will benefit from the general conditions of those contracts.

**0348. Widows/Widowers of Service personnel who die in Service.** See policy statement at Annex B.

**0349. Families repatriated to UK from NI/overseas following estrangement.** Families repatriated to UK following estrangement abroad have an entitlement to 93 days occupation of the nearest available SFA to their preferred area of choice in UK, or the balance of 93 days if the change of PStat Cat form had been previously signed prior to the families return to UK. **The NHPHD will notify the DIO Loss of Entitlement Team of the occupation date. At the point of occupancy the DIO Loss of Entitlement Team will issue a Notice to Vacate and**

conduct a Proportionality Exercise to establish any continued occupancy beyond the expiry of the 93 day notice to vacate, which should consider factors such as children's schooling, relevant welfare and any medical considerations. The Service person's former spouse/civil partner will pay SFA charges for the period of 93 days after the form is signed. The allocation of SFA to an estranged spouse/civil partner after change in personal status category may be construed by Local Housing Authorities (LHA) as re-housing, and as such may prejudice LHA housing allocations. For this reason it is recommended that the change in personal category status is delayed until the spouse/civil partner returns to UK and is allocated SFA. Occupation of SSFA by estranged families is not permitted in view of the 6 month security of tenure provision in the tenancy agreement which exceeds the 93 day entitlement.

**0350. Estranged families in UK.** Estranged families already in occupation of SFA in UK have an entitlement to remain in occupation of the SFA for a period of 93 days from the day that the **DIO Loss of Entitlement Team** issue 93 days notice to vacate. As soon as the **DIO Loss of Entitlement Team** is informed of the change of PStat Cat of the Service Licensee they are to conduct the Proportionality Exercise to establish any continued occupancy beyond the expiry of the 93 day notice to vacate which should consider factors such as children's schooling, relevant welfare and medical considerations. After completion of the Proportionality Exercise and consideration of educational needs, welfare and medical issues, **the DIO Loss of Entitlement Team will inform the occupant of the outcome of this review.**

## **Section VI – Utilisation of SFA in Support of Welfare**

**0351. Management, financial arrangements and scaling.** Where necessary, DIO SD Accommodation will provide SFA from existing core stock for certain specified categories of welfare support. The admissible categories together with the management and financial arrangements are at Volume 1 Part 2 Chapter 3 Annex B. The scales for the provision of SFA for this purpose are at Volume 1 Part 2 Chapter 3 Annex C. Local Service Commanders intending to utilise SFA in support of welfare are to apply to the NHPHD.

## **POLICY FOR THE ENTITLEMENT TO HOUSING FOR UNITED KINGDOM SERVICE PERSONNEL EVACUATED FROM THEIR PERMANENT DUTY STATION OVERSEAS TO UK**

1. Those Service families whose evacuation has been authorised by the Head of Mission after consultation with the relevant FCO department will be entitled to SFA in UK. Any clarification regarding the status of evacuees should in all cases be sought from the single Service nominated points of contact who are responsible for the reception and co-ordination of evacuated families (see para 7).
2. Evacuated Service families who are entitled to SFA will have a choice of where to live in UK and are to submit an appropriate SFA Application Form to the NHPHD at the earliest opportunity after return to UK. Up to 30 days subsistence is available to provide evacuated families with sufficient time to contact the NHPHD, submit an Application Form and move into SFA/SSFA. Guidance on the allocation of SFA is as follows:
  - a. **Unaccompanied Service Families.** Those families who return unaccompanied (ie the Service spouse/civil partner remains in the overseas theatre) may be allocated housing (SFA or SSFA as determined by the NHPHD) in their preferred area of choice. Should they so wish, they can select a location within 50 miles of either the home of an immediate member of their family, or, within 50 miles of their child's school. Whilst the primary requirement is to provide the family with suitable SFA, it is recommended that allocation of a particular property is undertaken in accordance with the rank (in this case the rank of the separated Service spouse/civil partner) and family size criteria in JSP 464 Volume 1 Part 1.
  - b. **Accompanied Service Families.** Where a family returns accompanied by the Service person the location of housing is to be in accordance with any guidance issued by the Service Authorities in respect to any likely or planned employment of the Service person. In these circumstances the family is to be allocated SFA in accordance with JSP 464 Volume 1 Part 1. In the event that there is no identifiable duty station the family may select a location within 50 miles of either the home of an immediate member of their family, or, within 50 miles of their child's school.
3. **Services Cotswold Centre (SCC).** As an alternative to occupying SFA, evacuated Service families may opt to occupy families' accommodation at the Services Cotswold Centre (SCC). This is a tri-service facility, managed and funded by the Army on behalf of the MoD. It provides short-term transit accommodation for families in 60 self-contained chalet style homes including emergency accommodation for families who are evacuated from overseas assignments. Bids for SCC accommodation should be made via The Army Welfare Service at HQ Support Command, Montgomery House, Queen's Avenue, Aldershot, GU11 2JN.

Contact via:

- Normal Office hours – Army PersCap-PersSvcs-Accn-SO2- 01264 886042 / 94393 6042
- Out of hours – via Staff Duty Officer HQLF – 0306 770 2328 / 97760 2328

4. **Licences.** Families should sign an appropriate Licence Agreement on occupation of SFA which may need to be reviewed at the 90 day review point (see para 5). The following is recommended:

- a. Unaccompanied families. The non-Service spouse/civil partner signs either a civilian agreement to occupy SFA, or a Service Licence to Occupy SFA/Licence to Occupy SSFA under a power of attorney granted by the Service spouse/civil partner.
- b. Accompanied families. The Service spouse/civil partner signs a Service Licence to Occupy SFA/SSFA in accordance with TSARs – JSP 464.

5. **Charges.** Accommodation related charges are to be administrated as follows:

- a. Accommodation charges. There will be no liability for charges (meaning accommodation charges and CILOCT) arising out of occupation of public accommodation on arrival in UK for 90 days. The NPHD should therefore take no action to raise SFA charges and CILOCT during this period.
- b. Utility bills. Families occupying SFA are liable for payment of all utility and associated bills during the full period of their occupation of SFA with effect from the date of occupation.

6. **90-day review.** The single Service POCs outlined below and single Service Manning Authority, in consultation with the FCO, will be responsible for reviewing the circumstances of evacuated families at the 90 day point. Unless directed otherwise, occupation of SFA beyond the 90-day period will be in accordance with normal UK arrangements and TSARs JSP 464. This includes payment of the appropriate SFA charge and CILOCT.

7. **Points of Contact.** Points of contact are as follows:

<p><u>RN</u> DN PERS WS–Accom SO2 Room 12 MP G-2 West Battery Whale Island Portsmouth PO2 8BY</p> <p>Tel: 02392 628946 Mil: 93832 8946 Fax: 02392 625629</p>	<p><u>Army</u> SO2 Accommodation Policy Army HQ, DPers Cap Blenheim Building Marlborough Lines Monxton Road Andover Hants SP11 8HJ Tel: 01264 383430 Mil: 94391 3430 Fax: 94391 2025</p>	<p><u>RAF</u> Air Pers Pol-Cmnty Spt Accn Fmly HQ Air Command Rm 1E15 Hurricane Block RAF High Wycombe Buckinghamshire HP14 4UE</p> <p>Tel: 01494 496144 Mil: 95221 6144 Fax: 95221 7915</p>
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## **REVISED POLICY FOR THE OCCUPATION OF SFA BY BEREAVED SPOUSE/CIVIL PARTNERS FOLLOWING THE DEATH IN SERVICE OF THE SERVICE LICENSEE**

### **PURPOSE**

1. The purpose of this policy statement is to lay down guidelines for the occupation of SFA by bereaved spouse/civil partners and their families following the death in Service of the Service Licensee. The policy seeks to recognise that bereaved spouse/civil partners should have continued entitlement to SFA for a reasonable period to assist them in coming to terms with their bereavement but, ultimately, that the policy should assist bereaved spouse/civil partners in transitioning out of SFA and integrating back into the civilian community. In view of the sensitivity of the issue, this policy has been endorsed at Ministerial level<sup>21</sup>.

### **UK**

2. Following a death in service of the Service Licensee, the bereaved spouse/civil partner should be offered an entitlement to stay in their SFA/SSFA for a 2 year period to enable them to determine their longer term housing requirements. Retention of SFA may be extended beyond the 2 year period at the discretion of the Local Service Commander in consultation with the respective single Service Housing Colonel, welfare, medical and educational authorities and DIO SD Accommodation. The bereaved spouse/civil partner will pay entitled SFA charges for the Type and Band/Grade of SFA occupied (which may be liable to change as a result of a CAAS Band change or 4 Tier Grading Board and/or the annual AFPRB round). CILOCT charges may be abated by 25% for single occupancy. The bill for SFA charges for the first 3 months should be passed to the bereaved spouse via the Visiting Officer.

3. If during the period of entitlement DIO SD Accommodation requires the SFA occupied by the bereaved spouse/civil partner for upgrade or disposal purposes, or the lease is terminated on SSFA, it would be appropriate for the bereaved spouse/civil partner to be provided with alternative SFA/SSFA of a similar type at the same location. In these circumstances the bereaved spouse/civil partner would be entitled to relocation at public expense, consisting of furniture removal expenses and the appropriate rate of Disturbance Allowance.

4. If during the period of entitlement the bereaved spouse/civil partner indicates that they wish to move closer to the home of an immediate member of their family or their child's school, the bereaved spouse/civil partner is entitled to one relocation at public expense within 12 months of the date of bereavement, consisting of furniture removal expenses and the appropriate rate of Disturbance Allowance. The 12 month period may be extended at the discretion of the Local Service Commander in consultation with the respective single Service Housing Colonel, welfare, medical and educational authorities and DIO SD Accommodation. DIO SD Accommodation is to provide the bereaved spouse/civil partner with SFA/SSFA within a radius of up to 50 miles of their family member or their child's school and continued occupation of that SFA at entitled rates. DIO

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<sup>21</sup> APS/SofS note to MA/DCDS (Pers) reference MSU 10/8/3C dated 13 Apr 05 refers.

SD Accommodation is to deal with each application on case by case basis and subject to the availability of housing always attempt to provide SFA/SSFA as close as possible to the preferred location.

5. Unless the bereaved spouse/civil partner indicates that it is their intention to vacate the SFA/SSFA within the first 6 months, a review of their intentions should be undertaken by DIO SD Accommodation in consultation with the sponsoring unit and/or Visiting/Welfare Officer initially, at the 6 month point following the death, and then at each 3 month point thereafter, until the time has been reached when the bereaved spouse/civil partner's longer term housing requirements have become clear (normally within 2 years). When that point is reached it would be appropriate for DIO SD Accommodation to give the bereaved spouse/civil partner 93 days notice to vacate the SFA/40 days notice to vacate the SSFA, thereby signifying the end of their entitlement to SFA/SSFA. In the event that the Services in consultation with the respective housing provider determine a requirement to withdraw the SFA entitlement either during or beyond the 2 year period against the wishes of a bereaved spouse/civil partner, a case is to be made through the respective single Service Housing Colonel to Dep Hd People-Accommodation Policy who will make an appropriate submission to Ministers.

6. On expiry of their entitlement to SFA/SSFA (last day of the notice to vacate period) the bereaved spouse/civil partner would be entitled to be relocated at public expense, consisting of furniture removal expenses and the appropriate rate of Disturbance Allowance, from the SFA/SSFA to alternative and privately arranged accommodation. If required, DIO SD Accommodation is to provide the bereaved spouse/civil partner with a 'Certificate of Cessation of Entitlement to SFA' to assist in applying for Local Authority housing. Once the bereaved spouse/civil partner has vacated SFA there is no entitlement to re-occupy SFA. However, the bereaved spouse/civil partner may request to occupy temporarily surplus SFA either at the same location or elsewhere as an eligible occupant under a lease/tenancy agreement on payment of the appropriate market rent.

## **OVERSEAS**

7. Bereaved spouse/civil partners based in overseas locations may either seek repatriation back to UK, or remain in theatre in accordance with the following provisions:

### **Repatriation back to UK**

8. In most cases it is anticipated that a bereaved spouse/civil partner would wish to return to UK as soon as possible after bereavement to be with relatives and friends in order to ease both the grieving process and the transition back into the civilian community. The respective Command is responsible for repatriating the bereaved spouse/civil partner and authorizing the appropriate passage. The bereaved spouse/civil partner would be entitled to be relocated at public expense, consisting of furniture removal expenses within the Furniture Movement Scheme area, or the appropriate rank based entitlement of unaccompanied baggage from elsewhere, and the appropriate rate of Disturbance Allowance. In addition, any furniture being stored at public expense may remain in store for a period of up to 3 months after repatriation and may then be conveyed at public expense to SFA/SSFA being occupied in UK.

9. The repatriated spouse/civil partner is entitled to SFA/SSFA in UK in a preferred area of choice which may be within 50 miles of either the home of an immediate member of

their family or their child's school. DIO SD Accommodation is to deal with each application on case by case basis and subject to the availability of housing always attempt to provide SFA/SSFA as close as possible to the preferred location. Whilst the primary requirement is for DIO SD Accommodation to provide the spouse/civil partner with a suitable home, whenever possible they should be allocated a similarly typed property to the one occupied in the overseas location. The bereaved spouse/civil partner should be offered an entitlement to stay in their SFA/SSFA for a 2 year period to enable them to determine their longer term housing requirements. Retention of SFA may be extended beyond the 2 year period at the discretion of the Local Service Commander in consultation with the respective single Service Housing Colonel, welfare, medical and educational authorities and DIO SD Accommodation. The bereaved spouse/civil partner will pay entitled SFA charges for the Type and Grade of SFA occupied (which may be liable to change as a result of a CAAS Band change or a 4 Tier Grading Board and/or the annual AFPRB round). CILOCT charges may be abated by 25% for single occupancy

10. If during the period of entitlement DIO SD Accommodation requires the SFA occupied by the bereaved spouse/civil partner for upgrade or disposal purposes, or the lease is terminated on SSFA, it would be appropriate for the bereaved spouse/civil partner to be provided with alternative SFA/SSFA of a similar type at the same location. In these circumstances the bereaved spouse/civil partner would be entitled to be relocated at public expense under the same conditions as in Paragraph 3 above.

11. Unless the bereaved spouse/civil partner indicates that it is their intention to vacate the SFA/SSFA within the first 6 months, a review of their intentions should be undertaken by DIO SD Accommodation in consultation with the sponsoring unit and/or Visiting/Welfare Officer initially, at the 6 month point following the death, and then at each 3 month point thereafter, until the time has been reached when the bereaved spouse/civil partner's longer term housing requirements have become clear (normally within 2 years). When that point is reached it would be appropriate for DIO SD Accommodation to give the bereaved spouse/civil partner 93 days notice to vacate the SFA/40 days notice to vacate the SSFA, thereby signifying the end of their entitlement to SFA/SSFA. In the event that the Services in consultation with the respective housing provider determine a requirement to withdraw the SFA entitlement either during or beyond the 2 year period against the wishes of a bereaved spouse/civil partner, a case is to be made through the respective single Service Housing Colonel to Dep Hd People-Accommodation Policy who will make an appropriate submission to Ministers.

12. On expiry of their entitlement to SFA/SSFA (last day of the notice to vacate period) the bereaved spouse/civil partner would be entitled to be relocated at public expense, under the same conditions as in Paragraph 6 above, from the SFA/SSFA to alternative and privately arranged accommodation. If required, DIO SD Accommodation is to provide the bereaved spouse/civil partner with a 'Certificate of Cessation of Entitlement to SFA' to assist in applying for Local Authority housing. Once the bereaved spouse/civil partner has vacated SFA there is no entitlement to re-occupy SFA. However, the bereaved spouse/civil partner may request to occupy temporarily surplus SFA either at the same location or elsewhere as an eligible occupant under a lease/tenancy agreement on payment of the appropriate market rent.

### **Remain in Theatre**

13. In some cases (and particularly when family members come from the respective theatre), the bereaved spouse/civil partner may elect to remain in theatre. The bereaved

spouse/civil partner should be offered an entitlement to stay in their SFA for a 2 year period to enable them to determine their longer term housing requirements. Retention of SFA may be extended beyond the 2 year period at the discretion of the Local Service Commander in consultation with the respective single Service Housing Colonel, welfare, medical and educational authorities. The bereaved spouse/civil partner will pay entitled SFA charges for the Type and Grade of SFA occupied (which may be liable to change as a result of a CAAS Band change or a 4 Tier Grading Board and/or the annual AFPRB round). CILOCT charges may be abated by 25% for single occupancy

14. Unless the bereaved spouse/civil partner indicates that it is their intention to vacate the SFA within the first 6 months, a review of their intentions should be undertaken by the housing provider in consultation with the sponsoring unit and/or Visiting/Welfare Officer initially, at the 6 month point following the death, and then at each 3 month point thereafter, until the time has been reached when the bereaved spouse/civil partner's longer term housing requirements have become clear (normally within 2 years). When that point is reached it would be appropriate for the housing provider to give the bereaved spouse/civil partner 93 days notice to vacate the SFA, thereby signifying the end of their entitlement to SFA. In the event that the Services in consultation with the respective housing provider determine a requirement to withdraw the SFA entitlement either during or beyond the 2 year period against the wishes of a bereaved spouse/civil partner, a case is to be made through the respective single Service Housing Colonel to Dep Hd People-Accommodation Policy who will make an appropriate submission to Ministers.

15. On expiry of their entitlement to SFA (last day of the notice to vacate period) a bereaved spouse/civil partner overseas would be entitled to be relocated at public expense, under the same conditions as in Paragraph 6 above, from the SFA to alternative and privately arranged accommodation. Any cases involving bereaved spouse/civil partners overseas should be submitted through the usual channels to the appropriate single-Service policy branch for consideration on their merits.

#### **ANY OTHER CASES**

16. Any other cases involving bereaved spouse/civil partners which arise should be submitted through the usual channels to the appropriate single-Service policy branch for consideration on their merits.

## SERIOUSLY INJURED LIVING ACCOMMODATION POLICY

### INTRODUCTION

1. This policy provides the framework for the provision of suitable MOD Living Accommodation for seriously injured Service personnel following operational / non operational activities in order to meet their existing conditions of service throughout their remaining service until discharged. All injured Service personnel will follow a designated Patient Care Pathway, although not all personnel leave medical care as fully fit and return back to their Units, some are discharged from the Services (taking into account that this may be some time post hospital/rehabilitation care), or they may enter a transitional medical care programme at Unit level before discharge/retention is considered. The policy addresses the cases where adaptations are required for those Service personnel who continue to be routinely employed by the Armed Forces. While injured personnel continue to be retained by the Armed Forces, it must be sufficiently flexible to cater for individuals needs whether just for a transitional period whilst recovering, or permanently. It sets out the basic entitlements and responsibility for associated costs.

### MEDICAL PROCEDURES

2. Responsibility and costs for the medical care of all Regular personnel whilst in the Armed Forces lies with the Defence Medical Services (DMS), and not the National Health Services (NHS), with some provision delivered through NHS / DMS partnering arrangements.

3. Under the circumstances where Personnel return injured from deployment, for the majority, medical treatment is provided at RCDM Birmingham. Others injured on non-operational activities could be treated locally depending upon the circumstances. Once the acute condition has been stabilised, most seriously injured personnel from either group will probably receive further care and rehabilitation at DMRC Headley Court which is centrally funded by MOD. This includes Occupational Therapist's assessments for their home environment.

4. Part of the assessment process, that takes place prior to the discharge of a patient back to their Unit, will define the ongoing levels of support required. Where there is a requirement for adaptations to living accommodation, costs will be met by the relevant TLB. Where an SPs clinical needs deteriorate/change during an adaptation, DIO need to re-enforce the OT's study to ensure the SP's clinical needs are captured within the build. The exception to this will be where a medical discharge date is offered, whereupon the relevant PCT will be responsible to fund adaptation costs from the individuals last day of service. However, until the Medical Board has made that decision, it remains the responsibility of the TLBs to fund the interim provision.

5. Where an SP's clinical needs change post discharge after completion of the adaptation, any change requirements will fall to the Local Authority (LA) and not the MOD.

### ACCOMMODATION POLICY

6. **Single personnel.** For injured single personnel with low level disabilities, SLA should firstly be considered for suitability and utilised wherever reasonable adaptations, where

required, can be made. Where SLA is unsuitable because of the nature of the disability/adaptations required and/or there is a requirement for nursing/carer facilities, then other suitable publicly funded accommodation is to be sourced. Dependent upon the requirements, a logical solution under these circumstances might be to misappropriate SFA as SLA. Accommodation policy already permits a Unit to misappropriate SFA, although there are costs that transfer from DIO SD Accommodation to the Unit as part of the arrangement. These are:

- Utilities,
- Payments to DIO for the Annington homes rent,
- Council Tax
- Responsibilities for financially maintaining the property

7. On notification of an individual's return date to their Unit, the Unit in consultation with DIO SD Accommodation or [Garrison/Station Housing provider](#) will source misappropriated SFA in a suitable area that takes account of any ongoing medical care and welfare support. Allocation of an address will be within 15 working days of notification no matter how far in advance of the requirement date<sup>22</sup> the application is made. This is to allow the planning and fitting of adaptations prior to occupation. Regardless of location, the financial burden will fall to the individuals Unit TLB for all misappropriation costs. The occupant will pay SLA charges as if in SLA accommodation.

8. In this circumstance only, DIO SD Accommodation relinquishes the right to request early vacation of the misappropriated property, which will be ring fenced for the period of occupation required by the injured Service person.

9. Single critically injured occupants will be entitled to request, if formally supported by medical authorities that a carer/nurse is permitted to be accommodated in the misappropriated SFA. There is no relaxation of the non co-habitation rules, and all carers/nurses will be required to sign a declaration that they will vacate the SFA when medical authorities advise that their services are no longer required.

10. **Occupants of SFA.** Injured personnel who already have an entitlement to / occupy SFA may need to be relocated to a property that is better suited to their needs because of location issues, or the nature of their disabilities (for example a bungalow may be better suited than a two storey property). This will be identified by discussion between the OT / DIO SD Accommodation / the family and Unit at the earliest opportunity before discharge from the medical unit. The Unit TLB will be responsible for any relocation costs incurred, along with any adaptations needed to either the current or allocated SFA.

11. **Dependants in SFA.** Where there is a requirement to supply adaptations for dependants (restricted to their spouse / civil partner and children), the dependant (in UK) will be integrated into the NHS by way of registration with a local GP and the PCT. Once an OT (from the PCT) has made an assessment, DIO SD Accommodation is responsible for implementation and costs of the adaptations – See para 0404 and 0615.

## HOME OWNERS

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<sup>22</sup> JSP 464 Chap 5 para 0506 entitles notification of an address within 15 days of up to 4 months in advance of a required date.

12. Funding the provision of adaptations to the private homes<sup>23</sup> of injured Service Personnel who are retained by the Armed Forces is a TLB responsibility, until their last day of service, after which responsibility transfers to the appropriate NHS Primary Care Trust. Adaptations to a parental home, where this is the primary off-duty residence of the injured Service person, are included in this policy as are adaptations to a second property when an injured Service person moves from an adapted parental home into their own property (again, until their last day of Service).<sup>24</sup> Where injured personnel are occupying substitute accommodation, guidance is to be sought from the appropriate single Service Housing Colonel<sup>25</sup>.

## RESERVISTS

13. **Mobilised Reserves and FTRS(FC).** Reserve Forces personnel are eligible for a full range of DMS<sup>26</sup> healthcare on the same basis as regulars when they are mobilised or serving on FTRS(FC). DMS is responsible for medical care and OT assessment costs where the mobilised reservist has sustained a serious injury or disability, with the relevant TLB responsible for adaptations including fitting until termination of service, or when a medical discharge date is offered. Following a period of mobilised service the reservist will transfer back to NHS care. The accommodation adaption policy for seriously injured FTRS(FC) personnel is the same as for regular personnel.

14. Medical Employment Standards<sup>27</sup> determine that a Reservist can be maintained in a downgraded category for a fixed period of at least six months to eighteen months continuously before requiring referral to a Medical Board. Until a medical discharge date is offered, PCTs are dissolved of responsibility for funding/provision of adaptations in Reservists' own homes as it remains the responsibility of the relevant TLB.

15. **Sponsored Reserves.** Sponsored Reserves (SRs) are not entitled to occupy SFA or SLA. When mobilised, the responsibilities for SR medical care will transfer from the NHS to the DMS. DMS is responsible for the medical care and OT assessment costs if the mobilised SR sustained a serious injury or disability, with the relevant TLB responsible for adaptations, including fitting, until demobilisation. Medical care and treatment will transfer back to the NHS upon demobilisation when costs, identification and fitting of adaptations will then fall to the relevant PCT.

16. **Non-Mobilised Volunteer Reserves.** All non-mobilised Reservists injured whilst on duty are eligible for emergency treatment from DMS but within the current structure of both the DMS and the NHS. The majority of reservists who sustain an injury while on duty and require further treatment following emergency treatment will transfer to NHS care. For all

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<sup>23</sup> UK privately owned homes only (with individual adaptations outside of the UK taken on a case by case basis in extremis.)

<sup>24</sup> Adaptations resulting from operational injuries are an allowable cost against the Reserve under Net Additional Cost of Military Operations (NACMO). The funding is for the duration of the Service person's recovery pathway and limited to a maximum of 2 moves/addresses, up to 3 years after the SP's Return to Unit and only for the period during which Operational costs are authorised to be drawn from the Reserve. Once a decision has been made to retain a Service person, the respective TLB will become responsible for the adaptations from that point onwards and for providing adaptations for any subsequent accommodation. At the stage that an Operation ceases to qualify for Reserve funding, the liability for funding adaptations will revert to TLBs.

<sup>25</sup> Service Housing Colonels should refer to DCDS Pers SCW for guidance in this area.

<sup>26</sup> JSP 751 - Joint Casualty and Compassionate Policy and Procedures Issue 5 dated Sept 07.

<sup>27</sup> JSP 346 - PULHHEEMS - Joint System of Medical Classification.

non-mobilised reservists the responsibility for primary health care rests with the NHS, however, those that sustain a significant injury whilst on duty can be considered for treatment within DMS facilities if suitable facilities are not available in the NHS following initial emergency treatment. There is no eligibility to property adaptation through the TLB for non-mobilised reservists as this remains the responsibility of the relevant PCT.

17. FTRS (LC and HC), those serving on Additional Duties Commitment (ADC) and Non Regular Permanent Service (NRPS) are not entitled to SFA. Exceptionally FTRS (LC & HC) and NRPS are entitled to occupy SLA where their duty station is not within reasonable daily commuting and meet the regulations in JSP752. The period of occupation of SLA by NRPS will not normally exceed 6 months<sup>28</sup>. There is no liability for Defence provision of SLA adaptations arising from this policy for these groups of reservists.

## SUMMARY TABLE

Reservist Type	Lead Provider for Adaptation costs and fitting
FTRS(FC)	DMS / TLB
FTRS(LC & HC) - Non-Mobilised	NHS / PCT
FTRS(LC & HC) - Mobilised	DMS / TLB
ADC - Non-mobilised	NHS / PCT
ADC - Mobilised	DMS / TLB
Volunteer Reservist – Non-mobilised	NHS / PCT
Volunteer Reservist - Mobilised	DMS / TLB until termination of Service or Medical discharge, then NHS / PCT
Sponsored Reservist – Non-mobilised	NHS / PCT
Sponsored Reservist - Mobilised	DMS / TLB

## CIVIL SERVANTS

18. Responsibilities of medical care for Civil Servants whilst in theatre will transfer from the NHS to the DMS. If a Civil Servant is injured whilst on deployment, medical care and rehabilitation will transfer back to the NHS on return to the UK<sup>29</sup>. Costs, identification and fitting of adaptations will fall to the relevant NHS PCT.

## ALLOWANCES

19. Apart from costs for adaptations, allowance packages currently exist to support those

<sup>28</sup> See JSP 464 Volumes 1, 2 & 3 and Single Service Regulations

<sup>29</sup> JSP 751 – Joint Casualty and Compassionate Policy and Procedures

relocating for Service reasons. In the case that the particular circumstances of a severely injured Service person may not fall within the regulations (e.g. DA and Removal of PE at public expense), such cases should be exceptionally represented to the JPAAC PACC for approval.

# 4 Application and Allocation Process

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0426	-	Privately funded mid tour moves

## Section I – Process Overview

**0401. The application, allocation (and vacation) process.** The application, allocation (and vacation – see Chapter 7) of SFA is a self-perpetuating process which is driven by the mobility of Service personnel between duty stations. [\[Overseas:-While this JSP is the primary document for SFA allocation, differing conditions apply to Operational areas and PJOBS. Accordingly, personnel posted to these locations where SFA is available should obtain and read a copy of the in-Theatre accommodation policy prior to applying for SFA\].](#) The purpose of the application and allocation process is to provide Service personnel with appropriate SFA (or SSFA) at their new duty station in accordance with their accommodation required date. NHPHD/[Garrison/Station Housing Staff overseas](#) will operate a responsive housing service which is reactive to the submission of the SFA Application Form, and which is configured to provide applicants with maximum notice of address.

## Section II – When an Application for SFA may be made

**0402. Application points.** Service personnel may apply for SFA at the following points:

- a. **On receipt of an Assignment Order.** On receipt of an Assignment Order to a new assignment either at the same duty station, or at another duty station, personnel are to:
  - i. Notify NHPHD/[Garrison/Station Housing Staff Overseas](#) that they are posted within 14 days of receipt of the Assignment Order (unless they are deployed on operations or at sea when this may not be possible, in which case they are to notify the NHPHD within 14 days of their return).
  - ii. If appropriate, submit an application for SFA to the appropriate NHPHD (or overseas housing provider) at their new duty station.
  - iii. If appropriate, submit a request for retention of their current SFA to NHPHD/[Garrison/Station Housing Staff Overseas](#) (in accordance with Para 0725).
  - iv. If the Assignment Order is for a nominated Campaign Continuity Operational Tour of over 9 months in duration, the Service person has the option to apply to move to an area of enhanced support (See 0405b) up to 6 months before the commencement of their Operational Tour.
- b. **On marriage/civil partnership.** Whilst there is no entitlement to SFA prior to the date of marriage/civil partnership, if circumstances and availability permit, the NHPHD may be able to make SFA available up to 2 weeks prior to the date of marriage/ civil partnership to assist the Service applicant in moving in furniture and possessions. However, occupation of the property by the Service person and/or their intended spouse/civil partner is not permitted until the date of marriage/civil partnership.
- c. **Early Mover Status.** Early Mover Status (EMS) allows Units effected by a relocation to plan a staggered relocation of families by up to 12 months either preceding or following the expected date of the Unit move. Prior to an application for EMS, Units must liaise with NHPHD (or other housing provider if overseas) to ensure that sufficient SFA properties are available at the new location as there is no

entitlement to SSFA. Where a Unit has been granted authority by the PACCC to award EMS, qualifying Service personnel are then permitted to apply for SFA (together with DA and removals) at the new duty station. EMS may also be granted to those assigned to join a Unit that is about to relocate within 12 months, allowing

them to relocate directly to the new duty station in order to avoid the need for a double move. Full details are given within JSP 752 (Chapter 7).

d. **Change in circumstances.** When requiring re-allocation following a change in circumstances, or becoming entitled to SFA due to an impending change of PStatCat, or by virtue of appointment.

### Section III – Submission of the SFA Application Form

**0403. Application Form.** Personnel requiring SFA are to apply electronically using the E1132 available via the Defence Intranet at <http://apps01.domis.r.mil.uk/e1132/>. Where the Defence Intranet is unavailable for Service reasons they are to submit the Application Form at Volume 1 Part 2 Chapter 4 Annex A to the NHPHD/[Garrison/Station Housing Staff for overseas posts](#).

**0404. Families with Additional Needs or Disability Requirements.** Where a family has a special need, such as a requirement for ground floor accommodation for medical reasons, the application is to be supported by written professional evidence (eg OT report) from an appropriate source.

a. [Overseas commands are to apply the main principle of UK legislation applicable to disabled and additional needs dependants, where it is practicable to do so. However, there are exceptional cases, particularly those dependants with complex disabilities or additional needs, where it is not possible to replicate the level of support to that available from local authorities within the UK. It is for this reason that assessments are carried out on all dependants with disabilities and additional needs prior to the family moving overseas.](#)

b. [Applicants for accommodation in Overseas commands are to ensure that they have correctly complied with AGAI 108, for Army personnel, and AP 3392 Vol 2 Leaflet 2411, for RAF personnel, in that they have informed their single Service Manning Authorities of any particular Social, Educational or Medical needs prior to taking up an appointment. Once authority has been given by overseas command HQ for an individual to serve within the Command with particular Social, Educational or Medical needs then appropriate accommodation will be allocated.](#)

**0405. Accommodation required date.** The accommodation required date is to be annotated on the Application Form:

a. This may be specified at any time up to 4 weeks before, and 4 weeks after, the date of assignment (ie within an 8 week window) except for those assigned to Campaign Continuity Operational Tours (see 0405b below). While there is no entitlement to SFA prior to the date of assignment (unless vacating tied/ex-officio SFA or posted in to UK from overseas or [posted overseas from the UK](#)), the NHPHD/[Garrison/Station Housing Staff](#) will make every effort to meet an applicant's required date before date of posting.

b. Where the Service person has been assigned to a Campaign Continuity Operational Tour of 9 months or more, they will exceptionally be entitled to request to occupy SFA from up to 6 months prior to their date of deployment through to 3 months after their deployment to settle their families at either:

i. Their new place of permanent duty if their new assignment order has been issued.

ii. An area of their choice prior to their next place of permanent duty irrespective of whether a permanent duty assignment order has been issued. This location is intended to be at the nearest Duty Station where SFA is available where immediate family support or an area of Service affinity might provide additional support to the Service person's family during the Operational Tour. SSFA will only be procured in exceptional circumstances. Entitlement to SFA in this location will cease on the day of their assignment to the next permanent place of duty (unless the SFA meets the radii criteria for the new permanent duty station).

iii. These moves will be counted as being for Service reasons.

**0406. Earliest SFA application date.** There is no specific timetable for the submission of the SFA Application Form, but it is in the applicant's best interests to submit the Form at the earliest opportunity in accordance with the following caveats:

a. **Applications received by NHPHD/Garrison/Station Housing Staff overseas more than 4 months before the required date.** The NHPHD will, whenever possible, administer SFA Application Forms (see para 0407) received more than 4 months before the required date, but there is no obligation for the NHPHD to provide an address until 4 months before the required date.

b. **Applications received by NHPHD/Garrison/Station Housing Staff overseas 4 months, or less, before the required date.** Applications received by the NHPHD/(Garrison/Station Housing Staff overseas) 4 months before the required date, or at any time thereafter, will be administered by the NHPHD/Garrison/Station Housing Staff overseas within 15 working days of receipt (see para 0407.)

## **Section IV – Procedures for the Allocation of SFA (UK Only)**

**0407. Administration of the SFA Application Form.** The NHPHD has a mandatory period of 15 working days to administer SFA Application Forms; meaning the time between receipt of the fully completed Form and making the offer of an address (the day the offer letter goes in the post or is faxed to the applicant). This period enables the NHPHD to identify the most suitable SFA to meet the applicant's preferences and required date, and if necessary, for dialogue to take place with the applicant.

**0408. Making the Offer.** The NHPHD are to make one offer in writing to the applicant's entitlement (or above entitlement), taking into account the required date, the preferences expressed on the Application Form, and the outcome of any subsequent dialogue with the

applicant. The offer may be based on the pre-allocation of SFA<sup>30</sup>. SFA occupied by Irregular Occupants or discharges should not be pre-allocated. If appropriate SFA is not available (**UK Only**), the NHPHD is to give the applicant 2 choices:

a. **To request allocation of SSFA.** If the applicant requests SSFA, the NHPHD will issue a Non Availability Certificate (NAC) so that commercially rented accommodation may be provided by the MOD Contractor (See Chapter 6). Where precedent suggests that SFA would normally become available, the NHPHD may, with the approval of the applicant, issue a holding reply rather than an NAC. In the event that an NAC became necessary it should be issued no later than 51 days (for moves in UK) and 65 calendar days (for moves into UK from overseas) before the required date to ensure that there was sufficient time for the SSFA process to be administered.

b. **To decline SSFA.** If the applicant declines SSFA, they will have to wait for an unlimited period until SFA becomes available

**0409. Accepting the Offer.** Applicants are required to accept or turn down the offer in writing within 14 days of its receipt.

**0410. Turning down the Offer.** The applicant may turn down the offer in the following circumstances:

a. **Offer not to entitlement.** In the event that an offer is not to the applicant's entitlement, the NHPHD is to make a further offer within the original 15 working day period (if there is time remaining), or at the earliest opportunity thereafter. In this event, the applicant is entitled to retain SFA in UK at their existing duty station until the further offer to entitlement is made.

b. **For personal reasons.** In the event that a Service Personnel turns down a 1<sup>st</sup> offer of SFA to entitlement, for personal reasons, the NHPHD will make a 2<sup>nd</sup> offer within 15 WDs of the 1<sup>st</sup> offer being rejected. The NHPHD should, as far as possible, make an alternative offer to the first but this may not be possible and the same property may be offered a second time. The NHPHD will also engage with the SP on the flexibility of their required date (where this is well in advance of their assignment date) if it will allow more time to source a suitable SFA. Where it is not possible to make a 2<sup>nd</sup> offer because there are no properties available to entitlement, a Non-Availability Certificate (NAC) will be issued to the SP. A NAC will not be issued where SFA continues to be available.

### **Second Offer Reviews (UK Only)**

a) Service Personnel are encouraged to accept the 2<sup>nd</sup> offer. Where SP consider they have exceptional personal reasons for turning down a 2<sup>nd</sup> offer, they must complete the 2<sup>nd</sup> Offer Review form which now accompanies all 2<sup>nd</sup> offers made by

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<sup>30</sup> Taken to mean the pre-allocation of currently occupied SFA, which, subject to unforeseen changes in the intentions of the existing occupants, will become available for occupation by the incoming family in accordance with their required date.

the NHPHD, outlining the reasons why the offer is being rejected and submit as directed, with all supporting documentation.

b) The form must be submitted, reviewed and concluded within 14 WDs of the 2<sup>nd</sup> offer being made, as outlined in the 2<sup>nd</sup> Offer Review form. SP have 4 WDs to make an application for a review, with all supporting documentation; The Initial Reviewing Officer has 3 WDs to make an initial review of the application and determine whether it should be supported or rejected. If the application is rejected by the Initial Reviewing Officer, it should be recommended to the SP to accept the offer; the NHPHD notified and no further action taken. If the SP fails to accept the offer, they should understand that the implication is that they are turning down their entitlement to SFA and signalling their intent to make their own accommodation arrangements. The SP has 7 WDs, from the decision date of the Initial Reviewing Officer, to notify the NHPHD of their intention.

c) The sS Housing Colonels have 5 WDs to review applications supported by the Initial Reviewing Officer to determine if they agree with the initial review assessment, and to make a final decision. If the application is supported by the sS Housing Colonels, a new offer should be made by the NHPHD (within 15 WDs of the decision), including issuing a NAC where SFA to entitlement is not available. Where the sS Housing Colonels reject the application, the SP has 2 WDs from the decision date to notify the NHPHD of their intention. On notification of the review, the NHPHD will hold the 2<sup>nd</sup> offer property until its conclusion.

c. **Exceptional Personal Reasons.** SP must consider their decision carefully before rejecting an offer of SFA. The onus is on the SP to include full details of need on the e1132, recognising that SFA is offered at entitlement and in accordance with JSP 464. If rejecting SFA for personal reasons, the SP should ensure they have full evidence to support the rejection, and that this is submitted with the 2<sup>nd</sup> Offer Review form.

**0411. Changes in the Offer.** In the event that it becomes necessary for the NHPHD to subsequently change the offer at any time after it has been accepted, the NHPHD is to make a further offer of an alternative address, or issue a NAC for SSFA. In the case of applicants with school age children for whom arrangements have already been made to attend local schools, the alternative offer is to be in the same school catchment area (unless otherwise requested by the applicant), so as not to jeopardise the school place. If appropriate SFA is not available within the same school catchment area, a NAC for SSFA is to be issued.

**0412. Confirmation of Address.** The NHPHD is to confirm the address of the offered and accepted SFA at the new duty station 28 days prior to the applicant's required date.

## **Section V – Procedures for the Allocation of SFA (Overseas)**

**0413. Administration of the SFA Application Form.** Garrison/Station Housing staffs are to provide applicants for SFA with a provisional address within 15 working days of receipt of a properly completed application form (MOD F1132) – where it is submitted up to 4 months ahead of the assignment date. The allocation of type of property (houses, bungalows or flats) to other ranks is not to be determined by rank but by the availability of SFA and subject only to the applicant's entitlement.

**0414. Making the Offer.** The allocation of is to be determined by the availability of SFA and subject only to the applicant's entitlement. The Housing staffs are to confirm the address of the offered and accepted SFA at the new Garrison/Station 28 days prior to the applicant's required date.

**0415. Accepting the Offer.** Applicants are required to accept or turn down the offer in writing within 14 days of its receipt.

**0416. Turning down the Offer.** The applicant may turn down the offer in the following circumstances:

- a. **Offer not to entitlement.** In the event that an offer is not to the applicant's entitlement, the Garrison/Station Housing staffs are to make a further offer within the original 15 working day period (if there is time remaining), or at the earliest opportunity thereafter. In this event, the applicant is entitled to retain SFA at their existing duty station until the further offer to entitlement is made.
- b. **For personal reasons.** Allocations to entitlement can only be turned down in exceptional circumstances. If the justification for the rejection of the allocated SFA is supported by the Local Service Commander, Garrison/Station Housing staffs are to make one further offer to entitlement when a suitable SFA becomes available (but the application is not subject to the 15 working day administrative period). Failure to accept a second allocated SFA to entitlement will result in the applicant being removed from all lists. SSFA is not to be authorised in these circumstances. Discussion between Garrison/Station Housing staffs and the applicant may be necessary to identify flexibility in the applicant's required date, which may have to slip in order for them to identify a suitable SFA.

**0417. Changes in the Offer.** In the event that it becomes necessary for Garrison/Station Housing staffs to subsequently change the offer at any time after it has been accepted, they are to make a further offer of an alternative address. In the case of applicants with school age children for whom arrangements have already been made to attend local schools, the alternative offer is to be in the same school catchment area (unless otherwise requested by the applicant), so as not to jeopardise the school place.

**0418. Confirmation of Address.** Garrison/Station Housing staffs are to confirm the address of the offered and accepted SFA at the new duty station 28 days prior to the applicant's required date.

## **Section VI – Allocations List**

**0419. Categories.** The NHPHD is to maintain a number of discrete categories on the Allocations List, which is to be maintained and reviewed by the NHPHD on a daily basis:

- a. **Application List.** The List which consolidates:
  - i. New applications (which have been received and which are being administered within the 15 working day period.
  - ii. Previous allocations of SFA which have not been to entitlement and which are subject to a further first offer.

- iii. Applicants who have declined the offer of SSFA.
  - iv. Applicants who have refused the offer of SFA below entitlement (one down) (RN and Army personnel only).
- b. **Allocated List.** The list of those applicants who have received and accepted an offer of SFA (which may be based on pre-allocation), the address of which is to be confirmed 28 days prior to the applicant's required date.
- c. **SSFA List (UK only).** The list of those personnel who have been granted a NAC for SSFA.
- d. **Transfer List.** The list of those personnel already in occupation of SFA who are subject to a DIO initiated mid tour move or request a move for personal reasons.
- e. **Eligible List.** The list of those eligible personnel who seek to occupy temporarily surplus SFA.

## Section VII – Takeover and Move into SFA

**0420. Timescale.** Personnel are to take over and move into the accepted SFA within 14 days of their stated required date. [SFA charges will commence from the date of occupation by the family or the 15<sup>th</sup> day if occupation has occurred.](#)

**0421. Notice of move In (UK Only).** Under normal circumstances, occupants of SFA are to give the NHPHD 21 days notice wherever possible of their proposed move in date to enable the NHPHD to meet the terms of the Service Level Agreement (SLA) for the provision of Accommodation Services Support whereby they are to give the ASU at least 14 days (14 days) notice.

**0422. SFA Move In.** There are 3 categories of individual who may conduct a Move In to an accepted SFA and are as follows:

- a. The entitled person to whom the SFA is allocated.
- b. A Service proxy (INCLUDING Civil Servants and Crown Servants) appointed by the Service person.
- c. The Service person's spouse/civil partner in circumstances where the Service person cannot attend move in for Service reasons.
- d. In all cases, written authority (Proxy Certificate) must be given by the Service person to the nominee to take over the property and to sign the inventory on the Service person's behalf.

## Section VIII – Mid-Tour Moves - Relocation Provisions

**0423. Guidance.** The provisions set out below are for guidance only. Entitlements contained in tri-Service or single Service relocation regulations have primacy over this guidance.

**0424. Publicly funded mid-tour moves.** A mid-tour move undertaken for Service reasons should be at public expense – i.e. the individual is entitled to the full relocation provisions and the appropriate rate of DA. It does not matter whether the occupied SFA is below, to, or above entitlement, or whether it was occupied by choice or for Service reasons. Mid tour moves for Service reasons include situations where a move is necessary for DIO SD Accommodation disposal or upgrade programmes; and where entitlements change as a result of changes in family size or on promotion. Service reasons may also include a move from SSFA to SFA where it will result in a saving to public funds, even if the move was requested by the Service occupant.

**0425. Exceptional authority for a publicly funded mid tour move.** However, there could be other circumstances that do not fall within the definitions of Service reasons at Para 0424 above, but where nevertheless a move at public expense might be appropriate. Individuals may therefore submit a case for exceptional authority for a publicly funded move, through appropriate channels, to the single-Service branches responsible for considering such cases. Exceptional circumstances might arise where there are compassionate, welfare, or medical reasons for a move. Crucial to informing the decision would be provision of the appropriate supporting evidence from doctors, social workers, SSAFA etc.

**0426. Privately funded mid-tour moves.** Personnel who decide to move from SFA for personal reasons (e.g. they want to move into their own private house or to better SFA subject to supply and incoming entitled personnel demand) can do so at private expense.

# 5 Substitute Service Family Accommodation (SSFA) (UK Only)

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## Section I – SSFA Provision - Policy Overview

**0501. Overview.** This chapter focuses/relates to the provision of substitute SFA (SSFA) for UK serving personnel only. SSFA will be found from the commercial rental market by the MOD Accommodation Agency contractor on those occasions when there is insufficient SFA to meet the demand. The arrangements for the provision of SSFA are to equate, as far as is possible, to the equivalent procedures which apply to SFA. Size and specification of property is to broadly reflect the prospective occupant's equivalent SFA entitlement<sup>31</sup>, and the property is to be located within an appropriate radius of the place of duty<sup>32</sup>. In High Cost Areas, Officers are to be provided with reduced scale SSFA in accordance with the high cost area methodology operated by DIO SD Accommodation<sup>33</sup>. SSFA is an expensive option that costs more than normal SFA. It is therefore incumbent on all parties to ensure that in all cases the provision of SSFA is fully justified and that all SSFA sourced complies with JSP 464 with respect to entitlement criteria and contract specification.

**0502. Responsibilities.** DIO SD Accommodation is responsible for: funding SSFA; issuing the Non Availability Certificate (SSFA Application Form 1132A – Volume 1 Part 2 Chapter 5 Annex A); defining the property requirement and specification; and tasking the MOD Contractor. Whilst the MOD Contractor is responsible for identifying suitable property in accordance with DIO SD Accommodation's tasking, DIO SD Accommodation is responsible for overseeing the process and verifying that properties meet the requirement and specification before they are shown to the prospective occupant.

**0503. Issue of the Non Availability Certificate (NAC).** The NHPHD is to issue the NAC a minimum of 51 days (for moves within UK) and 65 days (for moves in to UK from overseas) before the applicant's required date (see para 0505), to ensure that there is sufficient time for the SSFA process to be completed. Late applications for SSFA, or delays in the issue of the NAC, may result in the applicant's required date not being met.

**0504. Cancellation of the NAC.** The NAC may be cancelled at any point up to the time that the applicant is required to sign the Property Acceptance Certificate for a particular property without incurring costs. The NAC may be cancelled in the following circumstances:

- a. The applicant withdraws their application for family accommodation.
- b. Applicants who having accepted a NAC subsequently decline SSFA, preferring to await the availability of suitable SFA.
- c. The NHPHD, having issued a NAC, subsequently find that suitable SFA becomes available:

- (1) The NHPHD may withdraw the NAC and offer appropriate SFA at any time

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<sup>31</sup> The property is to have a similar specification in terms of the number and type of rooms). It is to be no smaller than 10% below the indicative square meterage of the equivalent SFA as laid down in JSP 315, Scales 21 (OSFAs) and 22 (ORSFAs).

<sup>32</sup> Outside London - up to 10 miles. Inside London: MOD personnel on the VCDS 45 Minute List up to 45 mins travel by public transport; MOD personnel (non VCDS 45 Minute List) up to 1½ hrs travel by public transport; formed units up to 10 miles.

<sup>33</sup> Officers may be required to occupy reduced scale SSFA which is up to 20% below the indicative sizes in JSP 315, Scale 21 in high cost rental areas.

up to 51 days (for moves within UK) and 65 days (for moves to UK from overseas) before the applicant's required date (ie, the latest time that the SSFA Application Form 1132A must be submitted to ensure its timely administration).

(2) Thereafter, the NHPHD may only withdraw the NAC if the applicant is prepared to forego SSFA and accept the offered SFA. Disputed cases should be referred to the single Service Housing Colonels for decision in consultation with Local Service Commanders.

**0505. Accommodation required date.** The accommodation required date is to be annotated on the SSFA Application Form 1132A and may only be specified for up to 2 days prior to the Assignment Date, or thereafter. The required date may not be specified prior to the date of posting, unless the applicant is vacating tied/ex officio SFA, or assigned to UK from overseas, in which case SSFA is to be provided to ensure continuity of housing provision.

**0506. Choice of accommodation.** In accordance with tasking provided by the SAT, the MOD Contractor is required to identify 2 properties to the applicant's entitlement. The SAT is to verify that properties meet the entitlement before the Contractor makes arrangements to show them to the prospective occupant. The prospective occupant is to view properties, preferably within a 24 hour period, and select a preferred property.

**0507. Notice of address.** Where possible, and subject to the availability of suitable property, the Contractor will provide occupants of SSFA with the following notice of address:

- a. Moving within UK. Normally a minimum of 14 days prior to the applicant's required date.
- b. Returning to UK from overseas. Normally a minimum of 28 days prior to the applicant's required date.

**0508. Self-sourcing of accommodation.** Self-sourcing of accommodation is not permitted.

**0509. Lease Agreement and Licence to Occupy.** The MOD Contractor is required to enter into a Lease Agreement with the Agent/Landlord of the property. Under the terms of the Lease Agreement the occupant has no security of tenure beyond the initial 6 month period. The occupant is required to sign a Licence to Occupy which is between the occupant and the MOD Contractor - see Volume 1 Part 2 Chapter 5 Annex B. Occupants of SSFA will not be allowed to vacate SSFA under 6 months other than for Service reasons, or in other exceptional circumstances agreed by the NHPHD Area Housing Manager following consultation with the Local Service Commander. Thereafter, the Licence to Occupy may be terminated by either side on giving 40 days notice.

**0510. Security deposits.** Contrary to normal commercial practice, MOD does not permit payment of security deposits to Agents/Landlords of SSFA properties.

**0511. Accommodation charges.** Accommodation charges and CILOCT are in accordance with JSP 464 Volume 3 Part 1. The occupant has no involvement in paying the rent which is paid to the Agent/Landlord by the MOD Contractor.

**0512. Utility bills.** The occupant is responsible for paying utility bills except water rates

which are paid by the MOD Contractor.

## Section II – Duration of the NAC

**0513. Continuance of the NAC.** Where a family occupies SSFA, wherever possible they will not be required to move to SFA mid tour. Should the occupant be posted to another appointment within the same area at the end of the tour, or in the event that either side terminates the Lease Agreement during the period of the tour, continuance of the NAC is not automatic and SFA is to be reapplied for.

**0514. DIO Periodic reviews of the NAC.** The SAT will review the NAC after the initial 6 months of the tenancy and annually thereafter. At the review point there are the following options:

- a. **Continuation of the NAC.** The NAC continues and the occupant remains in the SSFA.
- b. **Move into SFA by choice.** The NHPHD may offer the occupant SFA to entitlement which has become available. The occupant may accept the offer to move mid tour into SFA at public expense – see para 0424.
- c. **Enforced move Into SFA.** Occupants of SSFA may only be moved into SFA mid tour in exceptional cases following consultation by NHPHD with the occupant, the occupant's unit and if necessary the single Service chain of command. Such moves will be at public expense. Factors including the location of the SFA in relation to the SSFA, the impact on children's schooling, relevant welfare and medical considerations and remaining length of tour are to be considered before any decision to move the family mid tour is taken. Should the occupant nevertheless still not wish to move, NHPHD is to liaise with the LSC who will make the final decision. Should a move be agreed, NHPHD will:
  - (1) Allocate SFA to entitlement (one down is undesirable).
  - (2) Avoid, where possible, moving the family when the head of the family was deployed.
  - (3) Aim to move families into SFA at least as good as their current home and preferably better. Standard 1 for condition properties should be allocated where they are available.

## Section III – SSFA Regulations

**0515.** SSFA Regulations.

### **SUBSTITUTE SERVICE FAMILIES ACCOMMODATION (SSFA) REGULATIONS**

#### **INTRODUCTION**

1. SSFA will be provided by the MOD Contractor from the commercial rental market on those occasions when there is insufficient Service Family Accommodation (SFA) to meet the demand in accordance with the following regulations. In principle, SSFA will broadly equate to the applicant's equivalent entitlement to SFA, however, because of the

unpredictability of the commercial rental market, occupants of SSFA should be made aware that there is no security of tenure beyond the first 6 months of the lease.

## ENTITLEMENT TO SSFA

2. Entitlement criteria. Individuals may apply for SSFA on assignment to a new duty unit (but see paragraph 10) subject to the following criteria:

- a. They must be entitled to SFA (in accordance with Chapter 3, TSARs JSP 464 Part 1).
- b. The NPHPD must have issued a Non-Availability Certificate (NAC) in respect of the applicant.
- c. They expect to occupy the property for a minimum of 6 months.

3. Non entitled personnel. The following personnel are not entitled to SSFA:

a. Personnel who own/part own<sup>34</sup> a property within the appropriate SSFA radius<sup>35</sup> of their duty Station and unless the property cannot be occupied by the applicant because:

i. The property is uninhabitable because it is undergoing renovation or subject to some other building related work (such as underpinning for subsidence).

ii. The property is subject to an existing lease and early termination would have financial penalties.

iii. The property is not suitable to occupy due to the size of the Service family, subject to SFA entitlements.

b. If the circumstances at 3a (i) and (ii) above apply, personnel will be provided with SSFA for 6 months at which time the Non Availability Certificate (NAC) will be reviewed. The privately owned property is to be occupied as soon as it becomes habitable thereafter and will be treated as a mid tour move with regards to allowances<sup>36</sup>.

c. Personnel can refuse the NAC should they wish to await allocation of SFA.

d. Personnel appointed/drafted/posted to a duty station for periods of less than 6 months.

## PROPERTY ENTITLEMENTS

4. Property specification. SSFA property will broadly equate to the applicant's equivalent SFA entitlement in accordance with Annex B to Chapter 3 to TSARs JSP 464 Part 1. This is taken to mean that the property is to have a similar specification in terms of the number and type of rooms and is be no smaller than 10% below the indicative square

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<sup>34</sup> Ownership of a property includes both legal and beneficial ownership. Personnel will be considered to have beneficial (part) ownership of a property if they have contributed to the purchase price by supplying capital (including a deposit payment) and/or by regularly paying/contributing to the mortgage payments.

<sup>35</sup> Outside London – up to 10 miles. Inside London: MOD personnel on the VCDS 45 Minute List up to 45 mins travel by public transport; MOD personnel (non VCDS 45 Minute List) up to 1½ hrs travel by public transport; Formed units up to 10 miles.

<sup>36</sup> JSP752 para 07.0111- mid tour moves for Service reasons.

meterage of the equivalent SFA Type (as per JSP 315, Scales 21 (OSFA) and Scale 22 (ORSFA)). Whilst the property specification is derived from the provisions in JSP 315, applicants should understand that JSP 315 Scales 21 and 22 are not an entitlement but provide indicative guidance only. Fully furnished or unfurnished accommodation can be provided on request.

5. Reduced scale property. Officer applicants for SSFA may be required to occupy property which is up to 20% below the indicative sizes in JSP 315, Scale 21 in high cost rental areas as determined by DIO SD Accommodation. A high cost rental area is defined as an area in which the cost of renting property is more than one and a half times the national average cost of renting equivalent sized property.

6. Proximity of SSFA from place of duty. SSFA property will normally be provided within the following radii from the place of duty:

- a. Outside London. SSFA is to be provided within 10 miles radius of the duty station. SSFA outside this radius can be offered only with the agreement of the Local Service Commander and DIO SD Accommodation SO1 Policy / Customer Liaison. Disputes between the Local Service Commander and DIO SD Accommodation are to be referred to the appropriate single Service Housing Colonel for a decision.
- b. MOD London personnel (occupying appointments on the VCDS 45 Minute Travel List). SSFA is to be provided within 45 minutes travel by public transport of the duty station.
  - i. Additions to the VCDS 45 Minute Travel List. Additions to the VCDS 45 Minute Travel list require approval at 3\* level and should be forwarded to MA/VCDS who sponsors the List.
- c. MOD London personnel (non VCDS 45 Minute List). SSFA is to be provided within 1 ½ hrs travel by public transport of their place of duty.
- d. Formed Units in London. SSFA is to be provided within 10 miles of their place of duty.
- e. High cost rental area (Officer applicants only). Prior to the SAT tasking the MOD Contractor to identify reduced scale property (as per Para 5), the applicant may request the SAT to expand the radius of the search for a full sized property to 50 miles or 1½ hours. The SAT will task the MOD Contractor accordingly.
- f. Non availability of any suitable property (all applicants/all areas). In the exceptional circumstance that the MOD Contractor cannot identify any suitable property, the MOD Contractor will seek the MOD Project Manager's approval, through the Local Service Commander, to expand the radius of the search to 50 miles or 1 ½ hours. Disputes between the Local Service Commander and DIO SD Accommodation are to be referred to the appropriate single Service Housing Colonel for a decision.

## APPLICATION FOR SSFA

7. Issue of the NAC. As soon as it becomes clear that appropriate SFA is not available to meet the applicant's required date, the NPHPD will issue the applicant with a NAC. The NAC comprises the SSFA Application Form 1132A (Annex A to Chapter 6 to TSARs – JSP 464 Part 1) together with the 'Rules and instructions for Service personnel occupying SSFA'.

8. Timescale for the issue of the NAC. Whenever possible, the NPHPD should issue the NAC a minimum of 51 days (for moves within UK) and 65 days (for moves to UK from overseas) prior to the accommodation required date, in order to ensure that there is sufficient time for the administration of the SSFA Application Form 1132A by the various agencies involved:

- a. The NPHPD sends Application Form 1132A to the applicant – 3 days
- b. Applicant completes the Form – 7 days
- c. Applicant returns the Form to the SAT – 3 days
- d. Processing by the SAT and forwarding to MOD Contractor – 5 days
- e. Processing by MOD Contractor and forwarding to the MOD Contractor – 5 days
- f. Administration by the contractor (identification and showing of properties) – 14 days.
- g. Notice of address – whenever possible, 14 days (for moves within UK) and 28 days (for moves from overseas).

Delays in the issue of the NAC, or at any point thereafter in the process, may result in the applicant's required date not being met. It should be noted that both MOD Contractor and the MOD Contractor have contracted periods to undertake their responsibilities (as above), however, every effort will be made to expedite the process.

9. Application process. Personnel in receipt of a NAC are to complete Sections 1 – 5 of the SSFA Application Form 1132A and send/fax it immediately to the SAT. The SAT is to forward an instruction to MOD Contractor. The MOD Contractor will advise the SAT that tasking has been initiated.

10. Accommodation required date. Personnel moving within UK should annotate their accommodation required date on the Application Form 1132A. The required date may only be specified up to 2 days prior to the assignment date, or thereafter. The required date may not be specified prior to the assignment date. The only exception is those vacating tied/ex officio SFA or returning to UK from overseas, who may specify an earlier date in order to ensure continuity of family accommodation. Personnel seeking an earlier required date for other reasons are to submit a case to the SAT.

11. Special requirements. Applicants are to state the following special requirements on the SSFA Application Form 1132A:

- a. Disabilities/Additional Needs. If any member of the family is disabled or has additional needs which will influence the specification of the SSFA – e.g. access to the property.

- b. Pets. If it is their intention to keep pets. Letting Agents / Landlords may terminate the lease if it is discovered that personnel are keeping pets in the property without permission.
- c. Smoking. If members of the family smoke since Letting Agents / Landlords may specify that properties are non smoking.

12. Action by the MOD Contractor. On receipt of the SSFA Application Form 1132A the MOD Contractor will establish contact with the applicant by telephone in order to:

- a. Confirm the accommodation requirements including any special requirements (as per Para 11).
- b. Confirm the required date and the applicant's availability to view properties.
- c. Identify any personal preferences with respect to location within the radius criteria (as per para 16 - above entitlement). (The MOD Contractor will take into account the applicant's entitlement. However the applicant should note that by stipulating a personal preference this may restrict the MOD Contractor's ability to source to best-value properties; as a result, the applicant may be liable to be charged a personal contribution in addition to the SFA charge).

The MOD Contractor will despatch the SSFA Accommodation User Guide to the applicant which complements these regulations and contractual obligations.

### PROVISION OF PROPERTY

13. Choice of Property. The MOD contractor is required to provide applicants with a choice of 2 properties in accordance with strict criteria governing size, specification and distance from place of work (as per paragraphs 4, 5 and 6). The applicant may express a preference in respect to location and type of property but there is no guarantee that the contractor will be able to meet personal preferences. Properties will be verified by the SAT as meeting MOD's requirements before being shown to applicants.

14. Viewing and selection of property. Applicants (or their proxy – see para 15) will be required to view properties found by the MOD contractor at a mutually agreeable time (and preferably within a 24 hour period) and to select a preferred property.

15. Proxy. Personnel may nominate their spouse / civil partner or a Service proxy to view and select a property on their behalf. A proxy certificate is contained in the MOD contractor's Accommodation User Guide. Decisions taken by the proxy are final and the applicant will have no subsequent redress. Accordingly, personnel should ensure that their proxy is reliable and fully understands their entitlement, and (if applicable) their personal preferences and resulting liability for personal contribution. Proxies should only be used as a last resort.

16. Over entitlement properties. Personnel are not permitted to occupy over-entitlement properties.

17. Personal Interests in SSFA Property. SSFA claimants cannot accept or occupy an

SSFA property which they own/part own<sup>37</sup>.

18. Non selection of property. If an applicant (or their proxy) fails to accept one of the offered properties, or delays making a decision at the time of the final viewing and consequently these properties are no longer available, they will be deemed to have put themselves outside the SSFA scheme, ie, they will be deemed to have waived their entitlement to publicly funded family accommodation and will be required to make private arrangements at their own expense (but see paragraph 38 regarding appeals).

19. Notification of Address. Wherever possible, subject to the availability of suitable property, the contractor will provide the following notification of SSFA address:

- a. Moving within UK. Normally a minimum of 14 days prior to the required date as specified on the SSFA Application Form 1132A.
- b. Returning from overseas. Normally a minimum of 28 days prior to the required date as specified on the SSFA Application Form 1132A.

### SELF SOURCING OF SSFA

20. Self-sourcing of SSFA is not permitted.

### ACCEPTANCE AND SSFA MOVE IN

21. Property Acceptance Certificate. On selection of the preferred property personnel will be required to sign the Property Acceptance Certificate (PAC) which signifies their agreement to the property. Deficiencies, damages, lack of cleanliness and any agreement that remedial work (such as cleaning or redecoration) will be undertaken prior to occupation are to be recorded on the PAC and certified and dated by the MOD Contractor, DIO SD Accommodation representative (if present) and the occupant. Failure to note discrepancies may negate later claims. The extent of any personal contribution (paragraph 13) is to be recorded on the PAC. A copy of the PAC will be kept by the MOD contractor.

22. Licence to Occupy. Personnel will be required to sign a Property Acceptance Certificate which acknowledges their agreement to their Licence to Occupy the property which lays down the terms and conditions of occupancy (Annex B to Chapter 6 to TSARs JSP 464 Part 1). A copy of the Licence will be provided to the Licensee which they will also be required to sign.

23. Property Move In. The MOD contractor is required to either conduct a full check of the Landlord's inventory of the property at the time of move in, or complete a Schedule of Condition for properties where the Landlord does not provide an inventory. This check / Schedule is to include a record of the state of the decoration, carpets, curtains and fixtures and fittings in the property. Personnel are to ensure that the inventory / Schedule of Condition is a true and complete record since it will form the basis of the property check undertaken at move out. A copy of the inventory / Schedule of Condition will be kept by the MOD contractor.

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<sup>37</sup> Ownership of property includes both legal and beneficial ownership. Personnel will be considered to have beneficial (part) ownership of property if they have contributed to the purchase price by supplying capital (including a deposit payment) and/or by regularly paying/contributing to the mortgage payments.

## OCCUPATION OF SSFA

24. Cohabitation. Under no circumstances may single personnel and single and lone parents co-habit with a partner (who is not their legal spouse/civil partner) in SSFA. 'Cohabitation' describes a situation where the SSFA becomes the home of another person.
25. Sub-letting. Personnel allocated SSFA are to occupy that property and are prohibited from sub-letting that property. Sub-letting in the context of these regulations is defined as any unauthorised sharing of the property. Personnel must seek permission from the SAT for the occupation of all non dependant children, aged parents or full time nannies/au pairs.
26. Redecoration. Occupants of SSFA are not permitted to alter the decoration of the interior or the exterior of the property without the written permission of either the MOD Contractor.
27. Visitors. Occupants may have visitors in addition to the permitted occupants to stay at the property on a temporary basis only. These visits are to be no more than 28 days (aggregated or continuous) in any 93 day period unless previously authorised by DIO SD Accommodation.
28. Absences. Where the property is to be left vacant for periods in excess of 14 days for whatever reason (Service or non-Service) the occupant is to inform the MOD Contractor so that 'empty property checks' may be instigated to ensure the conditions of the Landlord's property insurance policy are not breached.
29. Mid tour moves from SSFA. There are the following mid tour move scenarios:
- a. Review of the NAC. The SAT will review the NAC after the initial 6 months of the lease and annually thereafter. At the review point there are the following options:
    - i. Reissue the NAC. The SAT reissues the NAC and the occupant remains in the SSFA.
    - ii. Move into SFA by Choice. The NHPHD may offer the occupant SFA to entitlement which has become available. The occupant may accept the offer and move mid tour at public expense into SFA.
    - iii. Enforced Move into SFA. Occupants of SSFA may be moved into SFA mid tour in certain cases following consultation by the SAT with the occupant, the occupant's unit and if necessary the single Service chain of command. Factors including the location of the SFA in relation to the SSFA, the impact on children's schooling, relevant welfare and medical considerations and remaining length of tour are to be considered before any decision to move the occupant mid tour at public expense is taken.
    - iv. Failure to renew the lease. In the event that the Agent/Landlord is unwilling to renew the lease at the MOD Contractor's annual renewal point, the occupant will be required to move into SFA (if available to entitlement) at public expense.

If there is no SFA available, the occupant will be required to move to a new SSFA. Factors including the location of the SFA in relation to the SSFA, the impact on children's schooling, relevant welfare and medical considerations and remaining length of tour are to be considered.

- b. Early termination of the lease. In the event that the Letting Agent/Landlord seeks vacant possession of the property the MOD Contractor will issue the occupant with 40 days notice to vacate. Occupants will be required to move at public expense to either SFA (if it is available to entitlement) or to alternative SSFA provided by the MOD contractor prior to expiry of the notice period.
- c. Health, safety and security concerns. If SSFA becomes uninhabitable for health, safety or security reasons the occupant is to notify the MOD Contractor in the first instance and then inform the SAT. The SAT will liaise with the MOD Contractor (and may also consult with the Local Service Commander) to ascertain the extent of the problem and determine whether a temporary or permanent move is necessary.
- d. Non Service reasons. Personnel wishing to vacate SSFA for non Service reasons are to notify the SAT and provide 40 days notice to vacate to the MOD Contractor. Personnel vacating SSFA for non Service reasons may be required to continue to pay the SFA charge as if they were still occupying the property from the date they vacate the property until the initial 6 months of the lease has expired and/or the 40 day notice period has elapsed. A move to another SSFA for personal choice is not permitted for non-service reasons.

### SSFA COSTS

30. Costs falling to DIO SD Accommodation. DIO SD Accommodation is responsible for meeting the costs of:

- a. MOD Contractor's fees (as stated in the MOD Contract) for the provision of services.
- b. Rent for the property.
- c. Miscellaneous fees (when it is in the interests of the MOD to do so).
- d. Water/sewerage rates
- e. Council Tax.
- f. Dilapidations identified at move out (all of which will be passed on to the occupant by the SAT if caused through negligence – see paragraph 46).
- g. Initial telephone connection costs if there is not connection already in place at the property (also see para 31b).

31. Costs falling to the occupant. The occupant is responsible for meeting the costs of:

- a. Any personal contribution towards the rent.

- b. Telephone re-connection costs (if necessary) and phone bills.
- c. All utility bills except water/sewerage rates and Council Tax. Any bills received by occupants for water/sewerage rates and Council Tax should be forwarded immediately to MOD Contractor at the following address:

MOD CONTRACTOR  
Unit 5 Cartel Business Centre  
Stroudley Road Basingstoke RG24 8FW

### ALLOWANCES AND CHARGES

32. Night Subsistence Allowance<sup>38</sup> (NS) – Preliminary visits to view properties at a new place of duty in UK. Personnel serving in the UK who are in receipt of a NAC to occupy SSFA at their new place of duty may travel with their spouse/civil partner and dependent children (but not any other member of their family) at public expense on a preliminary visit to view accommodation (see para 14). Travelling expenses and 1 night's NS at the new place of duty may be claimed. This period may be extended by up to 3 further night's (ie a total of 4 nights) on approval by the individual's Commanding Officer. Claims for more than 1 night's NS should include a certificate from the claimant's Commanding Officer confirming that the additional nights were as a result of Service reasons.

33. NS - Delays in the provision of SSFA. Payment of up to 7 night's NS is authorised in the event that:

- a. The MOD contractor is unable to make arrangements for accommodating the family by the accommodation required date.
- b. Selected SSFA properties subsequently become unavailable
- c. The family is unable to remain in their current accommodation due to Service reasons and short term SFA or other service provided accommodation is not available

If SSFA within this initial 7 day period is not available the MOD Project Manager, in consultation with the SAT, will authorise further periods of NS as appropriate.

34. Accommodation Charges. The payment of SFA charges and Contribution in Lieu of Council Tax (CILOCT) are in accordance with JSP 464 Volume 3 Part 1. The SAT will instigate the start and stop of SFA charges and CILOCT.

35. Re-grading of SSFA. As SSFA is procured by a MOD Contractor on behalf of MOD under strict criteria that equate to Grade 1 SFA (except in High Cost Rental Areas – see para 5 above), it will automatically be charged as Grade 1 accommodation. Where an occupant believes that the property occupied does not warrant Grade 1 charges, an application to re-grade the property may be made to the SAT in accordance with the MOD 4-Tier Grading Regulations (TSARs JSP 464 Part 4). The application must be made within 3 months of occupation. Any personnel still occupying self-sourced SSFA iaw previous regulations are not entitled to request a re-grade.

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<sup>38</sup> Details of Night Subsistence can be found in JSP 752.

36. Home to Duty Travel (HDT). Personnel provided with SSFA are entitled to claim Home to Duty Travel (HDT) in accordance with JSP 752.

### CHANGES TO AND CESSATION OF ENTITLEMENT

37. Changes in Circumstances. Personnel are to notify their Commanding Officer and the SAT immediately of any change in personal circumstances which renders invalid any statement made on the initial, or any subsequent, application for SSFA. Personnel are advised that once the NAC is submitted, data submitted may be cross-referenced with JPA records. Disciplinary action may be taken if you knowingly submit incorrect / withhold information that affects your entitlement to accommodation.

38. Promotion/Reduction in Rank. Where promotion or reduction in rank alters the entitlement to accommodation, occupants are to inform the SAT to determine whether a move to new accommodation would be appropriate. Consideration should be given to the remaining length of appointment (if less than 6 months remain a move should not normally be authorised). Similarly, should an individual have served less than the initial 6 months tenancy a move should not normally be approved until after the 6 month point bearing in mind the minimum notice period to vacate and any other mitigating Service factors.

### APPEAL / COMPLAINT PROCEDURES

39. Personnel will have the opportunity to appeal to the MOD Contractor, NHPHD / MOD Project Manager if they consider that properties they have been offered by the MOD contractor do not meet their entitlement. When deciding who to address the appeal to, personnel should consider the following:

- a. The MOD contractor will attempt to remedy any problem within their power however where this is not possible the MOD Contractor may escalate to the SAT;. Note: an applicant's personal preferences cannot override his/her basic entitlement. (See para 13 – Choice of Property).
- b. In accordance with policy, the SAT will have stipulated the requirement for accommodation on the SSFA Application Form 1132A and will have approved properties prior to these being shown to the applicant by the Contractor. As such, appeals concerning entitlement (as in size, specification and location of property) are to be initially referred to the MOD Contractor who may escalate to the SAT if required
- c. The SAT or MOD Project Manager will liaise with the MOD Contractor in order to decide whether a further search for properties is justified.
- d. If the SAT and the MOD Project Manager deem that all of the properties shown meet the entitlement, the applicant will be required to choose a property. Failure to choose a property will be treated exactly as if the Service person had rejected the NHPHD's offer of SFA (ie they will be deemed to have waived their entitlement to publicly funded family accommodation and will be required to make private arrangements at their own expense).
- e. Personnel retain their right of complaint through normal Service channels and DIO SD Accommodation complaints process.

## CESSATION OF ENTITLEMENT TO SSFA

40. Personnel will cease to have an entitlement to SSFA on the earliest of the following dates:

- a. The date when the family vacates the residence or it is shared or sublet.
- b. The date when a family passage becomes available to enable the family to accompany or join the occupant on an overseas tour of duty.
- c. The 28th day following the date the occupant joins a new permanent duty station unless there is an entitlement to retain the SSFA beyond that point.
- d. The 93rd day following a change of the occupant's personal status category from PStatCat 1, 1s/c or 2 provided the residence is necessarily retained during the 92 day concessionary period. Guidelines for dealing with cases of estrangement in SSFA are at paragraph 40.
- e. The day following the last day of terminal leave or last day of service.
- f. If following NAC review (Para 27) suitable SFA is available.
- g. The day following the date a Service person ceases to be entitled to SSFA under paragraph 3 of these regulations.

Personnel whose entitlement for SSFA has ceased for the above reasons must make a fresh application to the NPHPD for SFA if there is a continued requirement.

## GUIDELINES FOR DEALING WITH CASES OF ESTRANGEMENT

41. Occupants of SSFA are entitled to an initial reconciliation period of up to a maximum of 93 days or other specified timeline suitable for the circumstances. During this period, DIO SD Accommodation will continue to pay rent on the SSFA, and the Service spouse/civil partner (who will in most incidences have moved into single living accommodation) will continue to pay SFA charges and SLA/food charges as per JSP 464 Volume 3 Part 1. The MOD contractor should be advised of the situation at the earliest opportunity.

42. If there is no reconciliation either during, or at the end of the agreed reconciliation period, the Local Service Commander is to explain the regulatory changes associated with estrangement outlined in JSP 754 with the Service Personnel and estranged spouse and formally notify the SAT of the change in personal status category by the fastest available means. Concurrently, it is also the responsibility of the Licence Holder to notify the SAT of their change in circumstances. The Service person continues to pay the entitled SSFA charge for a further 93 days (effective from the date that the SAT are informed of the change of PStatCat. On receipt, the SAT (in conjunction with the MOD Contractor) should issue the 93 days notice to vacate to the estranged spouse/civil partner and inform that occupancy of the SSFA will be permitted to equate to the 93 days notice to vacate for SFA. The SAT are to issue and conduct the Proportionality Exercise at the same time as the 93 days notice to vacate to establish any continued occupancy beyond the expiry of the 93 day notice to vacate which should consider factors such as children's schooling,

relevant welfare and medical considerations. After completion of the Proportionality Exercise and consideration of educational needs, welfare and medical issues, the Housing Provider (in conjunction with the MOD Contractor) may issue a revised notice to vacate. At the same time it is appropriate for the Housing Provider (in conjunction with the MOD Contractor) to conduct a move out inspection of the SSFA to cease Service person liability for the property and make record of any utility readings. DIO SD Accommodation will continue to pay rent for the SSFA until the end of any revised notice to vacate date.

43. Unless arrangements to the contrary (between the occupant, the SAT and the MOD contractor) have been agreed, DIO SD Accommodation would require the MOD contractor to terminate the tenancy (unless the Landlord terminates the tenancy at an earlier date), to coincide with the 93rd day (or revised date). The MOD contractor would require a minimum of 40 days notice from the SAT to achieve this. On termination of the tenancy there are the following scenarios:

a. The estranged spouse/civil partner moves out of the SSFA and the property is returned by the MOD contractor to the Letting Agent/Landlord.

b. The estranged spouse/civil partner chooses to remain in the property (for which no rent is being paid by DIO SD Accommodation). In this worst case scenario, the Letting Agent/Landlord is likely to initiate legal proceedings against the MOD contractor or the occupant for vacant possession of the property, and seek recovery of financial losses. Costs incurred by the MOD contractor in defending any legal proceedings, and/or satisfying any judgement, should be recovered from DIO SD Accommodation on submission of itemised bills in accordance with the established invoicing and bill paying procedures (see Contract, Schedule 3, clause 46 – Reimbursement of Legal Fees).

#### VACATION OF SSFA

44 Notice to vacate. Personnel are to provide the MOD contractor with a minimum of 40 days written notice of their intention to vacate SSFA in accordance with the Licence to Occupy which they have signed. (The only exception to this requirement is if there are extenuating circumstances which justify an early move and which the SAT authorises in consultation with the Local Service Commander. This will include: Service reasons, eg, short notice re-assignments; health, safety and security reasons which make the property untenable; medical and welfare reasons). During the initial 6 months of occupancy this period of notice is extended to preclude move out of the property before the 6 month licence break point. Occupants who fail to give 40 days (or the balance of 6 months where this is appropriate) notice of vacation for non Service reasons may be required to continue to pay the SFA charge as if they were still occupying the property from the date they move out of the property until the 40 day notice period has elapsed.

45 Preparation of SSFA for move out. On receipt/giving of notice to vacate the MOD Contractor will send the occupant a 'checklist for occupants vacating SSFA' which provides guidance on the cleaning and preparation of the property for move out. Occupants with pets are required, in accordance with their Licence to Occupy, to pay (and provide receipts) for the professional cleaning and fumigation of carpets (or alternative floor coverings) of the property prior to move out.

46 Move out. Occupants (or their proxy) are to attend a move out which will be arranged by the MOD contractor on a mutually agreeable date prior to expiry of the lease. The primary purpose of the move out is for the occupant to return the property to the MOD

contractor, however, the MOD contractor may choose to conduct a concurrent hand back to the Letting Agent/Landlord if there is no successive Service occupant. A DIO SD Accommodation representative will be in attendance. A full inspection of the property will take place against the inventory / Schedule of Condition agreed at the time of move in. The Occupation End Certificate (OEC) is to be signed by the occupant and the MOD contractor's staff.

47 Dilapidations. Dilapidations (taken to mean damage (including loss) to the property, its fixtures and fittings and the contents supplied by the Letting Agent/Landlord in accordance with MOD's requirements) will be identified and recorded on the OEC. The occupant is to sign the OEC and annotate their agreement (or non agreement) to the dilapidations identified. Occupants are not responsible for damage arising from fair wear and tear. In all but the simplest cases (which may be resolved at the time of move out by payment to the MOD contractor or the Letting Agent/Landlord), the MOD contractor will be responsible for costing dilapidations in accordance with MOD procedures and in consultation with the SAT and the MOD Project Manager before settling with the Agent/Landlord and seeking reimbursement from MOD. In this instance the liability for the dilapidations will be charged to DIO SD Accommodation.

- a. DIO SD Accommodation is responsible for seeking reimbursement from the occupant if the dilapidations were a result of the occupant's negligence or the negligence of their family or their visitors, or caused by their pets.
- b. DIO SD Accommodation has sole authority to reduce or write off dilapidations costs.

48 Cessation of charges, allowances and costs.

- a. Accommodation charges, personal contributions and allowances will cease with effect from the date of formal move out from the property, eg, date of completion of the OEC and hand back of keys. With the exception of Service reasons which dictate an early move, where the occupant has not given the requisite notice to vacate, they may be liable for charges until the Licence ends.
- b. Occupants are responsible for making arrangements to stop the utility services that they have set up. (See para 31c).

#### FURTHER ADVICE

49 Further advice regarding any aspect of the SSFA scheme may be sought by contacting:

- a. The SAT central telephone number: 01480 52451 x 8681 or 95371 8681
- b. The SAT Group Mailbox: DIOOpsAccn-HQSubAccom@mod.uk
- c. The MOD Contractor (0800 032 4547)
- d. The SA Project Manager: 01480 52451 x 8681 or 95371 8681

# 6 Rules and Conditions for Occupation

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## Section I – Service Licence

**0601. Issue of Service Licence.** NHPHD/[Garrison/Station Housing Staff overseas](#) are responsible for issuing each Service occupant or entitled civilian occupant of SFA or hiring overseas with a Service Licence to Occupy SFA which is to be countersigned by NHPHD/[Garrison/Station Housing Staff overseas](#) on move in. If the Service person or Head of Household is unable for Service reasons to attend the move in, the signed Licence is to be handed to the Service proxy or spouse/civil partner and will be extant from the date of move in. Where SFA is taken over by a unit representative on behalf of the licensee, the licensee has 14 days after moving in to notify the NHPHD/[Garrison/Station Housing Staff overseas](#) of any defects or deficiencies. The NHPHD/[Garrison/Station Housing Staff overseas](#) will ensure that the conditions of the Licence are adhered to and will initiate any action required to remedy any breach of conditions. This may result in withdrawal of the Licence.

**0602. Single Service personnel.** Single Service personnel (entitled or eligible) occupying SFA are to sign the Service Licence to Occupy.

**0603. Business/commercial activity.** The use of SFA for a business or commercial activity e.g. internet and home working, mail order catalogue; cosmetic representative; kitchenware sale; registered child minding etc is not generally prohibited but prior permission must be sought from the NHPHD and the Local Service Commander [\[Overseas: In BF\(G\) the business is also to be registered with both the local BF\(G\) Customs and Immigration Office and Garrison/Station HQs\]](#). This is particularly relevant if the SFA is behind the wire where there may be security and access considerations. Such activities must not be prejudicial to the good order of the SFA estate and the general interest of other occupants. Business or commercial undertakings requiring installation of industrial machinery, storage of heavy, large, toxic or explosive materials, car repairs or constant visits to the SFA by members of the public (e.g. surgery/advice services) are not permitted in SFA, and the unauthorised use of a SFA for such an activity could lead to compulsory vacation.

**0604. Payment for damage.** The Service Licensee must either make good or instead pay any cost incurred by DIO SD Accommodation in making good any damage to the property or its fixtures and fittings caused by either negligence or accidental damage by the Licensee or that of any members of the household, including family pets or any invited visitor or their pets. Damage caused by fair wear and tear and acts of God is excepted. On those occasions when consultation between the NHPHD/[Garrison/Station Housing Staff overseas](#) and the occupant does not resolve the case, the NHPHD is to consult with the Local Service Commander and decide whether to pursue the case through the Civil Court (Small Claims Court or the Sheriff's Court in Scotland). The matter may also be pursued through the Service disciplinary chain where the Local Service Commander would make a judgement based on the findings of a Board of Inquiry which he/she may convene to investigate the circumstances of the damage and to decide whether the Licensee (or members of their family and visitors under those circumstances where the Licensee might have taken reasonable steps to prevent the occurrence) has been responsible for the damage caused. Guidelines for the assessment of charges in respect to damage to MOD furniture and furnishings are contained in JSP 384 Chap 13. Current single Service Regulations will apply with regard to raising debit vouchers.

**0605. Insurance.** Licensees are strongly recommended to arrange insurance for:

- a. Their potential liability to DIO SD Accommodation up to a maximum of £20,000. As personnel occupy Service Family Accommodation & Substitute Service Family Accommodation under a Service Licence to Occupy agreement (known as a Licence to Occupy) they are not classed as a tenant and, therefore, standard home insurance policies do not cover the potential liability. The Services Insurance & Investment Advisory Panel (SIIAP) has provided a web page detailing a number of insurance providers who can organise policies that have been designed specifically for SFA occupants. The web page can be found at [www.siiap.org/l2o](http://www.siiap.org/l2o) or here for the SIIAP home page [www.siiap.org/home](http://www.siiap.org/home).
- b. Their personal property and that of any spouse/civil partner or child(ren).
- c. Their liability to third parties in respect to injury to them and damage to their property.

**0606. Right of entry into SFA.** Representatives or agents of the Crown and their contractors have a right to enter SFA for legitimate reasons such as repair and renovation, public economy or safety, or for any other legitimate purpose, at reasonable times on giving at least 24 hours advance notice, or immediately in the event of an emergency. The Crown, represented by the Local Service Commander or other proper authority has a right of entry into SFA for the purpose of inspection or for any other legitimate purpose, having given reasonable notice.

**0607. Storage of privately owned weapons in SFA.** All privately owned firearms (including shotguns) and ammunition held within MOD establishments must be the subject of a firearms (or shotgun) certificate. Occupants of SFA are to store privately owned firearms in approved Service armouries or licensed explosive storehouses wherever possible. Where this is not possible, the storage of legally held, privately owned firearms (including shotguns) and ammunition is permitted in SFA with the prior written consent of the NHPHD/[Local Service Commander overseas](#) and in accordance with the regulations within JSP 440 Part 7 Section 7 Chap 3.

**0608. Satellite dishes & other encroachments.** Provided permission is sought in advance from the NHPHD/[Garrison/Station Housing provider](#), occupants will generally be permitted to carry out minor encroachments either on the outside or to the outside of their homes e.g. erecting a greenhouse, garden shed, TV aerial, satellite dish or CB Aerial, house alarms and security lights. Encroachments will be inspected prior to move out and where it is considered that the encroachment does not provide added value to the property, the occupant will be required to remove and make good. All costs incurred in the removal will be the responsibility of the occupant.

**0609. Parking and garages.** Parking facilities for occupants and their visitors exist on most estates. Some estates have garages, parking bays and carports within the boundaries of the SFA, others have communal bays and remote garage sites. Communal parking bays do not have designated parking rights for specific occupants, although exceptions to this rule will be made if occupants or their family members have disabilities. The parking of caravans, boats and trailers is not generally permitted on DIO SD Accommodation estates however, occupants who wish to park caravans, boats and trailers must obtain prior permission from the NHPHD and this may be granted in exceptional circumstances where suitable spaces are available. [\[Overseas - In BF\(G\) caravans, boats](#)

and trailers are to be parked within barracks for security reasons]. All occupants allocated a garage will be required to sign the garage licence at Volume 1 Part 2 Chapter 6 Annex A.

**0610. Temporary absence from SFA.** Occupants and their families who are expecting to be temporarily absent from home for more than 3 weeks are advised to inform the NHPHD and the local MOD civil, Service or MOD police as appropriate (who may undertake patrols of Service housing areas). [\[Overseas - In BF\(G\) families who occupy SFA provided with 'shared' heating and hot water facilities are advised to notify their Unit Welfare Officer in advance if they are to be absent from their SFA for 7 days or more. The Unit Welfare Officer will notify Housing Staffs of the absence so that their personal Fuel and Light account can be rebated\]](#).

## Section II – Provision of Furniture and Furnishings

**0611. Applying for furniture.** NHPHD will provide carpets, curtains and cookers for SFA under their control. All other scaled furniture will be provided by MOD under single Service arrangements. SFA may be occupied in furnished, part furnished, or unfurnished states and the SFA charge is adjusted accordingly (see para 0612). The requirement should be stated on the SFA Application Form (MOD Form 1132). The NHPHD will liaise with the appropriate Service supply staffs to arrange scaling in accordance with the applicant's requirements. In addition, larger items of furniture that are not required can be removed (wharfed) from the SFA but there is no reduction in SFA charge, unless the 50% threshold is crossed by the removal of that item in which case the part furnished charge would apply. Normally, wharfing is only carried out once during a standard occupancy. [Refer to wharfing policy for Overseas estate.](#)

**0612. Application of Part Furnished SFA Charge.** In 1992, the Armed Forces Pay Review Body (AFPRB) introduced a Part Furnished SFA charge for those occupying SFA with half, or less than half, the furniture. Application of the Part Furnished charge is to be calculated against the table at Annex C which provides percentage values for furniture items in each SFA Type. Where the furniture in SFA is calculated to be 50% or less, the Part Furnished SFA charge applies. The unfurnished SFA charge is only applicable to SFA equipped with carpets, curtains and a cooker, but none of the items at Volume 1 Part 2 Chapter 6 Annex B (unless fitted, for example built in wardrobes).

**0613. Furniture Charges for Enhanced Scaling.** Where occupants are required to undertake official entertainment or representational hosting and an enhanced furniture scale has been agreed, it is considered reasonable that the cost of this enhancement should be entirely at the Department's expense. Therefore, enhanced furniture scaling supplied to Senior Officers to meet official entertainment or representational hosting requirements including JSP 308 Book 1 Scale JS/3 is not to be counted when assessing furniture status.

**0614. Replacement and cleaning at public expense.**

- a. Carpets. Carpets will normally be cleaned every 3 years for lounge/dining rooms and hall/stairs and every 5 years for bedrooms. Should the need arise to clean the carpets before the agreed date, the cost must be borne by the licensee. Similarly, should the carpet need replacing before its scheduled expiry date (normally 10 years) the cost appropriate to the age of the carpet will also be borne by the licensee.

- b. Curtains. Curtains are replaced when they are deemed to be unserviceable, with a minimum allotted time scale of 8 years. Curtains will be cleaned at public expense on change of occupant or at 3 yearly intervals.

## **Section III – Provision of Facilities for those with Additional Needs and Disabilities**

### **0615. Adapting SFA for those with additional needs and/or disabilities.**

- a. Where medical opinion confirms that the nature and extent of a dependant's need or disability is such that an accompanied assignment is feasible, a suitable SFA should be allocated. Necessary modifications are carried out by, and at the expense of, the NHPHD in conjunction with the appropriate Local Authority Primary Care Trust (PCT - UK Only) and Occupational Therapist (OT), who may be able to assist in the provision of specialised equipment. [\[Overseas - In BFG, G1 Comp and G4 Estates, HQ UKSC\(G\) are to be informed a minimum of 3 months in advance to ensure that medical, educational and social provision can be provided in the required location. Necessary modifications will be carried out at public expense on endorsement from the appropriate Service medical authorities. When possible, a modified SFA should be retained in its adapted form for preferential allocation in the future. In the case of hirings, all modifications are to be authorised by the Landlord via the local DIO Estates Office\].](#)
- b. The Guidance Note at Volume 1 Part 2 Chapter 6 Annex C should be followed to ensure timely completion of adaptations. The Unit Welfare Officer for Army Personnel will undertake a proactive role, whereas the Welfare Staffs and/or Chain of Command for RN and RAF personnel will only become involved when required and when invited to do so by the Service Person.
- c. The NHPHD will appoint an Additional Needs Focal Point (ANFP) to liaise with the Service Person and the PCT. This is usually the Deputy Housing Information Manager.
- d. When possible, a modified SFA should be retained in its adapted form for preferential allocation in the future.

## **Section IV – Decoration of SFA**

**0616. Interior/exterior decoration.** Interior and exterior decoration is the responsibility of NHPHD/Overseas Property Manager. The planned cycle is to redecorate exteriors every 3 to 5 years, depending on climatic conditions, and interiors every 4 years. Self-help interior decorating is not discouraged, but occupants must consult the local NHPHD representative beforehand. If the occupant decides to use non-standard colours, or wallpaper, it must be accepted that by doing so the occupant may be liable to pay costs for labour and materials to bring the SFA back to the normal standard on move out. NHPHD representative conducting the move out will be the arbiter of whether or not redecoration is required, and to what extent, at the Pre-Move Out Advisory Visit.

## Section V – Grounds Maintenance

**0617. SFA.** The responsibility for the conduct and funding for grounds maintenance work within SFA enclosed gardens is as follows:

- a. **Enclosed gardens within occupied SFA.** It is the occupant's responsibility to maintain the garden in a tidy condition including cutting the grass, maintaining the hedges (within local By Law heights (2m in BF(G)), flowerbeds and existing shrubs, collection of leaves and fallen fruit, and the disposal of garden refuse during the period they occupy the SFA. However, the occupant is not responsible for the maintenance of trees within the confines of the property (see para g).
- b. **Gardening support by virtue of Appointment.** For those Service Personnel occupying SFA in lieu of SLA by virtue of appointment DIO SD Accommodation will provide Gardening Support on a case-by-case basis. The support provided will normally be limited to grass cutting and hedge trimming. It is incumbent upon the Local Service Commander to notify DIO SD Accommodation (SDA Regional Manager) of any requirements and any changes to requirement under this provision.
- c. **Gardening support for those SP in SFA with official hospitality function.** Where the incumbent, as a result of their appointment, is expected to provide a level of representational hospitality, TLBs are to determine if they are eligible for Domestic Assistance in accordance with JSP 915, and DIO SD Accn should provide gardening support, to an agreed level
- d. **Gardening Support for oversize gardens (in excess of 0.2Ha/0.5 Acre).** DIO SD Accommodation will provide Gardening Support for all SFA with enclosed gardens over 0.2Ha/0.5 Acre. The support will normally be limited to grass cutting, hedge trimming, collection of leaves and fallen fruit unless the garden is used for official hospitality, in accordance with JSP 464 Vol 1 Part 1 Chapter 11, or the property is listed in which case an enhanced level of support will be provided.
- e. **Garden Support for headless families/contact houses.** DIO SD Accommodation will, for welfare related requests, provide Gardening Support on a case-by-case basis. The support provided will normally be limited to grass cutting, hedge trimming, collection of leaves and fallen fruit. [\[Overseas - In BF \(G\) this concession is applicable when heads of families are absent from the SFA for periods of 4 weeks or more for Service reasons \(eg operations, training, long courses etc\). The criterion for obtaining this service is on request for families through Unit Welfare Officers. It is incumbent upon the Local Service Commander to notify DIO SD Accommodation \(SDA Regional Manager\) of the requirement and any changes thereafter\].](#)
- f. **Void SFA.** DIO SD Accommodation/Overseas Housing Staff will maintain gardens of all void SFA.
- g. **Tree surgery.** Occupants of SFA are not responsible for the maintenance of trees in enclosed gardens. DIO SD Accommodation will administer and conduct all major maintenance work associated with trees.
- h. **Extra Services.** The provision of Gardening Support which exceeds paras' b, c

and d (above) and/or SDA Specification, and Domestic Assistance in accordance with JSP 915, is the sole responsibility of the TLB to fund and contract.

**0618. Open estate areas.** NHPHD/(Garrison/Station Housing Staff overseas) is responsible for all grounds maintenance work in the open estate areas, including unenclosed front gardens.

## Section VI – Pets

**0619. Keeping pets in SFA.** It is recognised that many occupants like to keep pets for comfort and protection. However, the wishes of the occupants to keep pets have to be balanced against the sensitivities of other occupants living nearby, and the availability of suitable facilities within the SFA for the pet. [In BF\(G\), families should be aware that ‘Dangerous Dog’ legislation is applicable in the Federal Republic of Germany. German legislation contains special requirements to be met covering both dogs and owner before permission is given for the animal to remain in the country. For other countries occupants should enquire about local laws prior to moving.](#) In order to keep a pet in SFA, the occupant is required to seek written permission (Annex B to MOD F1132 – SFA application form) from the NHPHD/[GSO/SSO overseas](#) at each duty station before acquiring the pet/bringing the pet into the SFA. The occupant is required to seek written permission from the NHPHD/[GSO/SSO overseas](#) for each pet. The NHPHD/[GSO/SSO overseas](#) will normally permit small domestic pets except where:

- a. The SFA is considered by the NHPHD/[GSO/SSO overseas](#) to be unsuitable for the type of domestic pet (e.g. a dog requires exercise outside and the flat/house has no private garden). Additionally, in hired properties, most Landlords refuse permission to keep a pet in their residences. [This applies particularly in BFG where over 50% of families live in flats.](#) In this context, families need to be aware that the possession of a pet may delay the allocation of SFA until a suitable ‘pet’ property becomes available.
- b. The animal is not a generally recognised type of domestic pet. Recognised pets are considered to be dogs, cats, rabbits, caged birds or other small caged animals.
- c. The pet has according to the NHPHD/(GSO/SSO overseas) records, caused a nuisance in the past at previous SFA.
- d. The occupant already has other pets. The NHPHD/[GSO/SSO overseas](#) will consider applications to keep further pets on a case by case basis.

**0620. Control of pets.** Occupants must make certain undertakings including keeping pets under proper control and preventing nuisance. Failure to keep to these undertakings may mean that permission to keep a pet will be revoked by the NHPHD/(GSO/SSO overseas). Whilst every effort will be made to allocate suitable SFA to pet owners it cannot be guaranteed. [In BFG, German legislation provides strict control measures to owners of pets and in particular to dogs. Failure to keep within the law may not only result in criminal proceedings by Local Authorities but is also likely to lead to permission to keep a pet being revoked.](#) Further details for the keeping of pets are promulgated in EBMS Housing section 1.10.6.1.

**0621. Cleaning of SFA on move out.** Personnel who receive permission to keep a domestic pet(s) in SFA will be required to leave the property to move out standard and

provide evidence that the floor coverings and/or soft furnishings have (in the case of cats and dogs) been professionally cleaned or the occupant has self administered an appropriate pesticide and/or deodorising treatment applied prior to moving out.

## Section VII – Utility Provision (UK Only)

**0622. Utility provision to SFA and SSFA.** Occupants of SFA and SSFA will have the opportunity to either remain with DIO SD Accommodation suppliers of energy or negotiate their own utility provider for gas and electricity. Occupants entering into private agreements with utility providers are to ensure that the contracts include a caveat enabling the occupant to terminate the agreement by giving 28 days notice of ending the agreement and 48 hours notice of termination. The occupants are to advise the selected supplier in writing (copy to the NPHPD) of the final meter reading and the date of vacating the property.

## Section VIII – Repairs

**0623. Categories of repair.** NPHPD is responsible for repairs to SFA and employ contractors to carry out the work on their behalf in the UK. [\[Overseas - Local Housing staffs are responsible for notifying SFA repairs to either Property Managers or Landlords of hired properties as applicable\]](#). Occupants are required to report any defects in the SFA to the appropriate helpdesk (available from your local NPHPD) or in line with Standing Orders and/or [Instruction at Overseas areas](#). NPHPD and/or [overseas Property Managers and/or Landlords of hirings overseas \(as appropriate\)](#) will categorise each repair based on urgency, as follows:-

- a. Emergency response - An Emergency is an incident that threatens imminent risk of injury to persons or presents a high risk of extensive damage to property and the environment. An immediate response by either NPHPD/[Property Manager/Landlords](#) (within 3 hours) or make safe as soon as reasonably practicable. After the situation is made safe, the response should then be Critical, Urgent or routine as appropriate.
- b. Critical response - Critical response includes problems affecting health, safety or security (e.g. gas leak, defective flooring or stairs, total loss or major fault in electrical supply, insecure premises). The response shall be within 3 hours and resolved within 12 hours.
- c. Urgent response - Urgent responses are required when there are defects that may cause either serious discomfort or may lead to significant damage to SFA or fittings. Examples include partial loss of hot water, partial loss of cooking facilities and blocked sinks. The full permanent repair shall be carried out by either NPHPD/Property Manager/Landlords within 5 working days.
- d. Routine response - NPHPD/[Property Manager/Landlords](#) will carry out all other repairs that are not covered in the above categories and a full permanent repair shall be carried out within 15 working days.
- e. Wind and Weather proof - This will only be required if failure to complete will result in a lack of security or which leads to deterioration of the buildings or its internal components. Issues relating to this will be rectified within twenty working days.

## Section IX – Customer Complaints

**0624. Complaints Procedure (UK).** DIO SD Accommodation/NHPHD operates a 3 stage complaints procedure which is included in the Guide to Living in SFA and is summarised as follows:

- a. Stage 1 - Formal complaint to the NHPHD (Stage 1 Complaints).
- b. Stage 2 - Formal complaint to the DIO SD Accommodation Deputy Customer Service Manager.
- c. Stage 3 - Formal complaint to Independent Housing Review Panel (IHRP).

A Housing Complaint must relate to an action (or inaction) by the Housing Provider (or contractor) with regard to SFA or Substitutes (excluding charging / Banding issues which are covered by JSP 464 Volume 3 Part 1). Examples of scenarios are as follows (but not specifically limited to):

- Unresolved issues.
- Impolite or unhelpful staff or contractors.
- Failure to achieve repair/works services in a target time.
- Unfair or inconsistent interpretation by Contractors or MOD staff of housing policies or processes.
- Failure to meet legal responsibilities/contractual obligations.
- A decision which affects the occupant in an adverse way (which the occupant considers could reasonably have been foreseen).
- A failure to complete an agreed task.

The full complaints procedure can be found at: <https://www.gov.uk/defence-infrastructure-organisation-service-family-accommodation#making-a-complaint>

**0625. Complaints Procedure (Overseas).** Entitled personnel have the right to raise a formal grievance about SFA through the Redress of Grievance/ Representation procedure. This should be carried out through the entitled person's chain of command. Notwithstanding this right, entitled personnel should initially advise housing staff if they have a complaint. Thereafter the procedure is as follows:

- a. Problems may arise at any point in occupancy of SFA. Housing staff are to attempt to resolve an initial complaint by an occupant.
- b. If this initial stage is unsuccessful, occupants are to write a formal complaint to their Commanding Officer
- c. If the Commanding Officer is unable to resolve the complaint, the complaint will be referred to the appropriate next higher Service authority.

Detailed complaints process for selected countries is contained within Pamphlet E of 'A Guide to Living in Service Family Accommodation' issued by DIO Service Delivery, the table of which is reproduced in Volume 1 Part 2 Chapter 6 Annex D. For other countries the procedure at 0625 should be followed.

# 7 Move Out of SFA

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## Section I – Introduction

**0701. Duration of tenure.** Once entitled personnel have taken up occupation of SFA

(including above entitlement SFA) at their duty station, they will not normally be required to move out during the course of their tour of duty unless circumstances arise which make the continued occupation of the SFA inappropriate or impossible. In these circumstances, personnel may be required to undertake a mid tour move at public expense to alternative SFA at the same duty station.

## Section II – Notification of Assignment

**0702. Responsibility of the Service person.** On receipt of an Assignment Order to a new appointment either at the same duty station, or at another duty station, personnel are to:

- a. Notify the NHPHD that they are assigned within 14 days of receipt of the Assignment Order (unless they are deployed on operations or at sea when this may not be possible, in which case they are to notify the NHPHD within 14 days of their return).
- b. If appropriate, submit an application for SFA to the NHPHD (or overseas housing provider) at their new duty station.
- c. If appropriate, submit a request for retention of their current SFA to their existing NHPHD.

**0703. Responsibility of the Local Service Commander.** Where possible, the Local Service Commander is to notify the NHPHD of forthcoming moves out of station for all Service personnel in SFA and SSFA (both unit and individual assignments) on a monthly basis (it is accepted that this may not be achievable in the RN Port Areas and large garrison areas as some SFA/SSFA occupants may not be under command of a Local Service Commander). In addition, the NHPHD is to be informed of any particularly sensitive changes in entitlement, especially the death of a Service licensee or a member of their family.

## Section III – Termination of the Licence - Notice to Vacate

**0704. Notice to vacate by DIO SD Accommodation [Overseas - Local Service Commanders/Civil Secretariat].** The Licence may be terminated by either DIO SD Accommodation [Overseas:- Local Service Commander/Civil Secretariat] in consultation with the Local Service Commander if appropriate, at any time on giving 93 days written notice to vacate.

**0705. Reduced notice to vacate by the DIO SD Accommodation.** The DIO Loss of Entitlement Team may give a reduced notice to vacate of 28 days to:

- a. Personnel discharged from the Services for disciplinary reasons.
- b. Eligible occupants of surplus SFA.

**0706. Notice to vacate by the Occupant.** If, after an initial 3 months period, an entitled

Licensee wishes to terminate the Licence for any reason, 93 days written notice of termination should normally be given to the NHPHD. However, it is accepted that in certain circumstances, such as short notice assignments where the occupant is obliged to give shorter notice, 93 days notice may not be possible.

## **Section IV – Termination of Licence on Assignment**

**0707. On assignment to another duty station.** Personnel will be required to vacate SFA on assignment to another duty station unless:

- a. They are RN personnel in occupation of SFA in a RN Port Area. (see para 0725a)
- b. There is an entitlement to retain for a specified period after the date of assignment as approved by the NHPHD, and if appropriate, the Local Service Commander.
- c. Personnel are permitted by the NHPHD to occupy temporarily surplus SFA on an eligibility basis.

**0708. On assignment to a further appointment at the same duty.** Personnel who are assigned to a further assignment at the same duty station are to notify the NHPHD. The NHPHD will, whenever possible, approve continued occupation of the same SFA. However, personnel who are in occupation of tied or ex-officio SFA by nature of their assignment will be required to move out (thereby freeing it up for the incoming occupant), and be re-housed in alternative SFA at the duty station.

## **Section V – Termination of the Licence for Reasons other than Assignment**

**0709. The SFA being required for disposal.** Wherever possible, the NHPHD is to give SFA occupants at least 6 months advance notice of their intention to dispose of the SFA. Notice to vacate is to be given at the 93 day point. A mid tour move under these conditions to alternative SFA at the duty station will be made at public expense and will attract the appropriate level of Disturbance Allowance.

**0710. The SFA being required for upgrade/modernisation.** Wherever possible, the NHPHD is to give SFA occupants at least 6 months' advance notice of their intention to carry out upgrade and/or modernisation work, which may or may not require decant from the SFA - (see Para 0124). More specific details as to the extent and timetable of the work, and notice to vacate (if appropriate), is to be given at the 93 day point. A mid tour move under these conditions to alternative SFA at the duty station will be made at public expense and will attract the appropriate level of Disturbance Allowance.

**0711. Change of Personal Status Category.** Other than from PStatCat 1 to PStatCat 2, or vice versa.

**0712. Discharge from the Service.** When a Service occupant of SFA is due to leave the Armed Forces on discharge, whenever possible that person's Administrative Unit is to inform the NHPHD and **DIO Loss of Entitlement Team** 4 months before the date of discharge. The following periods of notice to vacate SFA will be issued by the **DIO Loss of**

## Entitlement Team:

- a. **Normal Discharge.** On normal discharge and on Premature Voluntary Release (PVR), the **DIO Loss Of Entitlement Team** will issue 93 days notice to vacate timed to expire on the last day of service. If occupants need a longer period of notice to support applications for alternative accommodation, they should request **that the DIO Loss of Entitlement Team** to issue notice accordingly.
- b. **Short Notice Discharge.** In cases of short notice discharge, 93 days notice to vacate SFA will normally be given even if this goes past the discharge date. However, in cases of discharge on disciplinary grounds or misconduct a minimum of 28 days notice only must be given.
- c. **Medical Discharge.** For personnel compulsorily discharged on medical grounds, 93 days 'continued use and occupancy' of the SFA will be permitted after the date of discharge, at entitled SFA charges. Thereafter, extensions of up to 93 days at a time may be granted on compassionate grounds, at the discretion of the **DIO Loss of Entitlement Team**, in consultation with the appropriate Local Service Commander, at non-entitled SFA charges.
- d. **Army's Directed Early Retirement Scheme.** Army 1\* Officers who receive less than 93 days notice that they are to be retired under the Directed Early Retirement Scheme may, exceptionally, be permitted to retain their SFA at the entitled rate for a period of up to 3 months after their date of retirement or until they have secured alternative accommodation whichever is sooner.
- e. **Redundancy Discharge.** For personnel compulsory discharged on redundancy grounds with 6 months or less notice, 93 days 'continued use and occupancy' of the SFA will be permitted after the date of discharge, at entitled SFA charges. Thereafter, an extension of up to 93 days may be granted on compassionate grounds, following consultation between the Local Service Commander and **DIO Loss of Entitlement Team**, at non-entitled charges.

**0713. Absent without leave.** When a Service person has been formally declared absent without leave (AWOL) (i.e. after 21 days), 93 days notice to vacate the SFA is served on the spouse/civil partner. During this period, accommodation charges will continue to be debited to the Service person's account. Service Administrative Units are required to notify the appropriate NHPHD **and DIO Loss of Entitlement Team** at the 21 day AWOL point.

**0714. Death of the entitled Licensee.** See Annex B to Chapter 3.

**0715. Marital/Civil Partnership breakdown/estrangement.** Marital/civil partnership breakdown/estrangement occurs when spouses or civil partners agree to live apart on a permanent basis, or when one party deserts the other. Whilst it is accepted that each case of marital/civil partnership breakdown may warrant special attention at the local level, the overarching regulatory position in handling cases of marital/civil partnership breakdown is as follows:

- a. **'Reconciliation' period.** Every effort is made by the Services to help effect a reconciliation before the Service person changes personal category status. If it is considered that a 'Reconciliation' period would assist the Local Service Commander may authorise a suitably agreed period between the Service person and DIO up to a

maximum of 93 days. Under these circumstances, it is usual that the Service person will move into SLA or private accommodation. The 'Reconciliation' period commences when this move takes place. The Service person will continue to pay SFA charges and SLA/food charges as per JSP 464 Volume 3 Part 1.

b. **After 'Reconciliation' period.** After the 'Reconciliation' period or as soon as it becomes apparent that there will not be reconciliation, the Service person will change PStat Cat. The Local Service Commander is to explain the regulatory changes associated with estrangement outlined in JSP 754 with the Service person and estranged spouse and formally notify the **DIO Loss of Entitlement Team** of the change in personal status category by the fastest available means. Concurrently, it is also the responsibility of the Licence Holder to notify the **DIO Loss of Entitlement Team** of their change in circumstances. The **DIO Loss of Entitlement Team** will then immediately issue a 93 day notice to vacate to the Service Licensee and/or the estranged family (depending on who is remaining in occupation of the SFA). At this point, the **DIO Loss of Entitlement Team** will also conduct a Proportionality Exercise to establish any continued occupancy beyond the expiry of the 93 day notice to vacate, which should consider factors such as children's schooling, relevant welfare and any medical considerations. After completion of the Proportionality Exercise and consideration of educational needs, welfare and medical issues, the **DIO Loss of Entitlement Team may approve an agreed period of stay of legal action**. In cases where the Service Licensee remains in occupation of the SFA (following desertion by his/her spouse/civil partner), the unit is also responsible for notifying **DIO Loss of Entitlement Team** of any known circumstances which may impact on the Service Licensee's availability during the period of the notice to vacate (such as imminent deployment on operations, training commitments and detachments).

c. **Notice to Vacate period.** During this period the Service person continues to pay the SFA charge in accordance with Service regulations and pays SLA/food charges as per JSP 464 Volume 3 Part 1/JSP 754. It is the **DIO Loss of Entitlement Team** responsibility to ensure that the Proportionality Exercise is conducted as soon as possible. At the same time, it is appropriate for the **DIO Loss of Entitlement Team to schedule a Condition Assessment inspection** of the SFA to establish liability for the property, utilities, and conduct meter readings. Where possible or relevant, it is expected that the Service person will make every effort to jointly complete all forms with the estranged spouse and assist them with finding alternative accommodation.

d. **On expiry of the Notice to Vacate period.** Once the NTV period has expired, SFA charges are no longer raised against the Service person and the Service person pays SLA charges as per JSP 464 Volume 3 Part 1. At this point, if the spouse/civil partner and family do not vacate the SFA, they become Irregular Occupants (IO) (See para 0801).

**0716. Desertion by spouse/civil partner.** In circumstances where the spouse/civil partner deserts the Service person there are 3 scenarios:

a. In the event that the Service person's PStatCat changes from 1 to 2 there is a continued entitlement to SFA.

b. In the event that the Service person's PStatCat changes from 1 to either 3, 4 or 5 there is no continued entitlement to SFA. In these circumstances the **DIO Loss of Entitlement Team** is to serve the Service person with 93 days notice to vacate the

property from the date of receipt of notification of the PStatCat change. Personnel in PStatCat 3, 4 or 5 are eligible to apply for surplus SFA.

c. The Service person (regardless of PStatCat) has a continued entitlement to SFA in view of their appointment (see para 0302).

**0717. Service reasons.** The NHPHD, in consultation with the Local Service Commander, may terminate the Licence for other Service reasons or failure to comply with the conditions of the Licence.

**0718. Notice to vacate by the Occupant.** If, after an initial 3 months period, an entitled Licensee wishes to terminate the Licence for any reason, 93 days written notice of termination should normally be given to the NHPHD/[Overseas Housing Staffs](#) and Unit Welfare Officers. However, it is accepted that in certain circumstances, such as short notice assignments where the occupant is obliged to give shorter notice, 93 days notice may not be possible.

**0719. Deferred passage on return to UK.** In overseas stations families returning to the UK normally accompany the entitled person and the SFA is to be vacated on or before they leave the station. When a deferred passage has been authorised a family may, at the discretion of the Local Service Commander, remain in occupation of SFA after departure of the entitled person.

**0720. Move of station within an overseas command.** When a Service person moves station within an overseas command or between stations overseas, vacation of SFA is entirely at the discretion of the Local Service Commander. In BFG, families will be required to move in SFA within the new duty Garrison.

## Section VI – Move out of SFA

**0721. Pre-Move Out Advisory Visit (PMOAV).** It is a mandatory requirement for a PMOAV to take place up to 2 months before the expected date of vacation. It is the Service Licensee's responsibility to arrange the date of the PMOAV with the NHPHD/[Garrison/Station Housing provider](#). The NHPHD is to seek assistance from the Local Service Commander in cases where it proves difficult for Service reasons (for example the Service Licensee is deployed or is uncooperative) to arrange a PMOAV.

**0722. Confirmation of move out date.** Occupants of SFA are to give the NHPHD a minimum of 21 days notice, wherever possible, of their confirmed move out date.

**0723. Move Out.** The licensee (or their proxy) is deemed to have relinquished their responsibilities as defined by their Licence to Occupy only when they have handed all the keys to the property to the appointed DIO SD Accommodation representative personally at the Move Out appointment.

## Section VII – Certificate of Cessation of Entitlement to Occupy SFA

**0724. Issue of Certificate.** The [DIO Loss of Entitlement Team](#) is to issue the Certificate of Cessation of Entitlement to Occupy SFA (JSP 464 Volume 1 Part 2 Chapter 7 Annex A) to any family which requests it in order to assist the family in seeking social housing on expiry of the notice to vacate their SFA.

## Section VIII – Retention of SFA/SSFA

**0725. Circumstances where SFA/SSFA can be retained on assignment.** Whilst the entitlement to SFA/SSFA normally ceases at the previous duty station on the date of assignment, it is admissible in certain circumstances and for specified periods of time for personnel to apply to the NHPHD ([In BFG the Garrison Headquarters and G1 HQ UKSC\(G\)](#)) to retain their SFA/SSFA at their previous duty station beyond the date of assignment as an extension of their entitlement (Para 0324). The duration of the retention should in all cases be specified, restricted to the minimum period necessary, and not exceed a period of 12 months (except VCDS 45 Minute List personnel and for Naval Port Areas). Personnel may reapply to the NHPHD to retain their SFA/SSFA for a further specified period not exceeding 12 months if the circumstances continue to persist. Circumstances and conditions under which personnel are entitled to retain their SFA/SSFA at a previous duty station are as follows:

a. **Naval Port Areas**<sup>39</sup>.

(1) **SFA.** Entitled Naval (including RM) families occupying SFA in Port Areas at Portsmouth, Plymouth and Clyde may retain their current SFA for the duration of each new assignment on application to the NHPHD.

(2) **SSFA.** Entitled Naval (including RM) families occupying SSFA in Port Areas at Portsmouth, Plymouth and Clyde may retain accommodation for the duration of each new assignment on application to the NHPHD. This is on the understanding that they move, at public expense, from the SSFA to the first SFA which becomes available to their entitlement in the same Port Area.

b. **Assignments to MOD London.** Those personnel assigned to MOD Main Building (including OWOB), London on the VCDS 45 Minute List (controlled by MA2 VCDS) are entitled to retention of their SFA on application to the NHPHD. Personnel will be required to vacate tied / ex officio SFA in accordance with para i below. All other Service personnel assigned to MOD Main Building may apply to retain their SFA on an eligible basis prior to taking up their assignment. If approved, the Service person will be granted a Surplus Licence (28 days NTV) on the effective date of their assignment to MOD Main Building. VOLSEP / INVOLSEP status will be in accordance with the extant regulations in JSP 752 as determined by People-AF REM and the PACCC.

c. **SFA non-availability.** In cases where SFA is not available at or near the new duty station, retention of SFA/SSFA will be authorised for a period of 28 days.

d. **Short notice postings.** Notwithstanding the availability of SFA at a new duty station, when notice of assignment is:

(1) Less than 6 weeks, retention of SFA/SSFA is admissible up to 3 months.

(2) Less than 3 months, retention of SFA/SSFA is admissible up to one

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<sup>39</sup> As defined at JSP 464 Volume 1 Part 2 Chapter 1 Annex C.1

month.

e. **Unaccompanied tours.** In cases where a post is designated unaccompanied and SFA is not provided at the duty station (eg unaccompanied tours overseas, or short courses of less than 6 months duration) retention of the SFA/SSFA occupied by the family is admissible for the duration of the unaccompanied tour, or course.

f. **Welfare/ Medical.** Where there are cases of considerable hardship including household member(s) with welfare needs, serious illness, impending or recent birth, retention of SFA/SSFA is admissible. Cases are to be considered by the Local Service Commander in consultation with the appropriate welfare, medical and educational agencies and the NPHPD. Approval will be given for specified periods, after which a further application may be made if necessary. **Disputed cases should be referred to the appropriate Housing Colonel, who will liaise with Hd of Policy Branch, DIO SD Accommodation prior to making a final decision.**

g. **Educational.** MOD recognises that there are specific circumstances regarding the education of Service children under which retention of SFA/SSFA is admissible as detailed below. Families should seek advice from HQ CEAS (Children's Education Advisory Service) Trenchard Lines, Upavon (tel: 01980 618244) who are best placed to consider the circumstances of the case. In cases which fall outside the regulations, where there is clear evidence that a Service child with identified SEN would suffer significant educational/social/emotional disadvantage, CEAS may, on an exceptional basis, issue an Impact Statement recommending retention of SFA/SSFA on educational grounds. The educational grounds for retention of SFA/SSFA are as follows:

(1) Cases where children are reaching critical examination periods where retention of SFA/SSFA is admissible for up to 4 months (one academic term) leading up to the final public examination. In cases where it is not possible for the child to transfer schools whilst within 3 years of public examinations e.g. because of school availability in the new location, regional syllabus differences or particular Continuous Assessment Work requirements, retention of SFA/SSFA will be possible up to the public examination, which will include only GCSE, A/S level, A Level and/or other nationally recognised, full time, higher and further education courses up to and including 1<sup>st</sup> Degree level (where the child lives permanently in the SFA/SSFA and meets the definition of dependant offspring at Volume 1 Part 2 Chapter 1, Annex C) and the recognised equivalent courses in Scotland. This is subject to successful re-application after 12 months.

(2) Where a child who may have special education needs is already undergoing statutory assessment at their current school, SFA/SSFA may be retained for 2 academic terms or until the end of the academic year as appropriate, subject to CEAS issuing an impact statement.

(3) Where a Service child/young person subject to the rules governing the Raising the Participation Age, in England, has a local offer that can not be replicated at the new posting address then, on a case by case and exceptional basis, CEAS may provide an Impact Statement for retention of a SFA/SSFA until that child/young person has completed their training/education, or reaches

the age of 18. Evidence that the local offer cannot be met at the new location must be provided with the impact statement.

h. **Moves of short duration.** Retention of SFA/SSFA is admissible in cases where the forthcoming move is to be followed by a second move within 11 months.

i. **Tied/Ex-Officio SFA.** In cases where it is admissible for personnel occupying either tied or ex-officio SFA to retain, it will be necessary, unless exceptionally agreed by the LSC, for the family to move out of the tied/ex-officio SFA (thereby freeing it up for the incoming occupant) and move (at public expense) to other SFA to their entitlement at that location for the period of retention.

j. **Foot Guards Battalion Basing Areas.** Entitled families of Foot Guards battalions stationed in Westminster, Hounslow, Pirbright, Windsor and Aldershot may retain their entitlement to SFA in these areas when the battalion to which they are assigned rotates between its paired location.

k. **Extended duration Operational Deployments.** In cases where the Service person is deployed on an operational tour of 9 months or more, and their next permanent place of duty is not known or they do not wish to move in accordance with the provisions of Chap 4 Para 0405b, then they are entitled to retain their SFA at their previous place of duty except if they are in ex officio / tied SFA (0725i). Their entitlement to retention will cease on the day of their assignment to the next permanent place of duty (unless the SFA meets the radii criteria for the new permanent duty station). Notwithstanding the provision for retention during extended duration operational deployments and sub para h above, retention of ex-officio / tied property will not normally be permitted. The occupant will be offered alternative accommodation in the same area (where available) or in accordance with their entitlement at para 0405b.

l. **Retention of SFA for Spouses on Adult Educational Courses.** Where a spouse is undertaking adult educational or training courses aimed specifically at improving their skills for work and/or opening up new employment opportunities which was started in the realistic expectation that it would have been completed in the period of the Service person's current assignment (i.e. prior to a declared Future Availability Date on the SP's Assignment Order) but the Service person is instead assigned elsewhere before the end of the course. A case may be made through **Unit HR office** to the NHPHD for the retention of SFA/SSFA. This must be demonstrated with conclusive evidence, including addressing course transferability, supported by Unit HR staff and presented to the NHPHD. Such cases are to be considered with the Local Service Commander and the relevant single Service Housing Colonel, as required, and include permitting retention on a temporary surplus basis, offering alternative accommodation in the same area (if available) or in areas where surplus SFA exists. It must not lead to entitled personnel being accommodated in SSFA.

m. **Notice Period for Spouses' Employers.** In situations where a short notice posting (as defined in JSP 464, Volume 1 Part 1, Chapter 7) of the Service personnel does not allow for sufficient notice to be given to spouses' employers. A case may be made through **Unit HR Office** to the NHPHD for the retention of SFA/SSFA. Such cases are to be considered by the NHPHD in consultation with the Local Service Commander and the relevant single Service Housing Colonel, as

required. Retention is only to be granted for the minimum period necessary to give and complete the contracted notice period. It must not lead to entitled personnel being accommodated in SSFA. ***As retention of SFA/SSFA could potentially affect entitlement to allowances e.g. CEA, Service Personnel who seek to retain their SFA/SSFA under these circumstances are advised to check with their unit HR staff on the status of continued entitlement to such allowances. JSP 752 refers.***

**0726. SSFA Licence to Occupy.** Regardless of the reason for authorisation of retention, occupants of SSFA will continue to be subject to the terms and conditions of the Licence to Occupy including 40 days notice to vacate.

# 8 Irregular Occupancy

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<b>SECTION I</b>	-	<b>PROCEDURES</b>
Para 0801	-	Expiry of the notice to vacate
0802	-	Repossession
0803	-	Alternative agreement

## Section I – Procedures

**0801. Expiry of the notice to vacate.** Irrespective of the cause of the loss of entitlement to occupy the SFA, when a Notice to Vacate expires and the family or members of the family remain in occupation of SFA they will become Irregular Occupants. At this stage **DIO Loss of Entitlement Team** will decide, in consultation with the Local Service Commander and Service/civil welfare, whether to:

- a. Repossess the property, or
- b. Offer an alternative Occupancy Agreement.

**0802. Repossession.** Repossession of the property will be in accordance with the Irregular Occupancy procedures laid down in EBMS Housing sections 1.10.3 and 1.10.9.1. In these circumstances, any Court Costs are sought on a 'Joint and Several' basis against the Licensee and the spouse/civil partner. Court costs can only be awarded against an occupant of the SFA after the licence expires. In cases where the family are still united this will apply to the ex-licensee and spouse/civil partner. However, where separation has occurred and PStatCat has changed the Service person is no longer the licensee from the 94th day after the change of PStatCat - which is when IO status begins. In these circumstances the costs are awarded against the remaining occupant. Damages for Trespass (Violent Profits in Scotland), which includes Council Tax contributions, will be levied by the **DIO Loss of Entitlement Team** from the 94th day as part of the claim against the Irregular Occupant.

**0803. Alternative Agreement.** An alternative occupancy agreement for eligible personnel to occupy surplus SFA may be offered by the NHPHD. Market rents payable on the property concerned are to be negotiated by the NHPHD with the local DIO Office. In these circumstances the following will apply if applicable:

- a. **Furniture hire.** Current Tri-Service furniture hire charges will continue to be applied.
- b. **Council Tax payment.** This is to be paid direct by the tenant to the local Council.

# 9 Occupation of Temporarily Surplus SFA by Eligible Personnel

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## ANNEXES

- A. MOD's policy for the leasing of temporarily surplus SFA to civilians
- B. Summary of personnel eligible to occupy surplus SFA (UK Only)

## Section I – Guiding Principles

**0901. Provision For Eligible Personnel To Occupy Surplus SFA.** In accordance with DIO SD Accommodation mandate to reduce the number of voids, provision is made for eligible personnel to occupy surplus SFA both inside and outside of the wire. Eligible personnel include the following:

- a. Entitled Service personnel who waive their entitlement to SFA at their duty station and seek to occupy temporarily surplus SFA at a location other than their duty station for personal choice reasons.
- b. Other non entitled Service personnel and civilians (including civilian personnel in support of the Services, civilian Key Workers and other civilians) who seek to occupy temporarily surplus SFA at a location of their choice.

**0902. Policy for the leasing of temporarily surplus SFA to civilians.** MOD's policy for the leasing of temporarily surplus SFA to civilians is at Annex A.

**0903. Availability of surplus SFA.** The availability of surplus SFA for occupation by eligible personnel (Service and Civilian) will be determined by the NHPHD, in consultation with the Local Service Commander as appropriate, at the local level taking into account the following factors:

- a. The current level of Service demand.
- b. The predictability of likely Service demand in the future.
- c. The upgrade programme.
- d. The disposal programme.
- e. Agreements (eg SOFA in BFG) which may dictate entitlement/eligibility to SFA.
- f. Any other Service requirement.

**0904. Security requirements.** All applicants for surplus SFA housed inside and outside the wire will have to satisfy local Service security requirements and be approved by the Local Service Commander.

**0905. Terms of occupation.** Allocation of temporarily surplus SFA to eligible personnel is made on a temporary basis and move out will be required if an entitled occupant requires the SFA, the SFA is subject to the upgrade or the disposal programme, or required for other Service reasons. A minimum of 28 days notice is to be provided to eligible occupants of temporarily surplus SFA.

## Section II – Eligible Personnel

**0906. Categories.** A detailed explanation of those categories of personnel considered eligible for occupation of temporarily surplus SFA in UK or [Overseas](#) and the appropriate accommodation charging regime is at Annex B. Eligible personnel will be liable to pay accommodation charges at either the MOD entitled rate set by the AFPRB, the local

market rate advised by DIO, or the non entitled rate set by **DIO Ops Accn** .

### **Section III – Procedures for the Allocation of Surplus SFA to Eligible Personnel**

**0907. Priorities of allocation.** In order to assist the NHPHD in allocating surplus SFA, eligible personnel have been grouped into 7 broad priorities as follows:

- a. **Priority 1.** Service personnel who would otherwise be entitled to SFA; e.g. personnel seeking SFA at a location other than their duty station, and personnel serving voluntarily separated overseas.
- b. **Priority 2:**
  - (1) **Priority 2a.** Service personnel PStatCat 3 or 4.
  - (2) **Priority 2b.** Service personnel PStatCat 5 and Service personnel serving unaccompanied (provided their family is not occupying SFA elsewhere).
- c. **Priority 3.** Recently retired and redundant Service personnel, bereaved spouse/civil partners of Service personnel who died in Service on expiry of their entitlement to SFA and bereaved Service personnel (PStatCat 3, 4 and 5) whose spouse/civil partner has died on expiry of their entitlement to SFA. (Not applicable in BF(G)).
- d. **Priority 4.** Estranged families on expiry of the 93 days notice to vacate. (NOTE: Such families should be advised that a possible consequence of taking an alternative occupancy agreement is that some Local Housing Authorities may interpret this as re-housing and so invalidate requests for LHA housing). (Not applicable in BF(G)).
- e. **Priority 5.** Foreign and Commonwealth Service personnel who do not otherwise qualify.
- f. **Priority 6.** Other civilian personnel employed by the Services, limited Commitment/Home Commitment Reservists, MOD Police recruited after 1 Sep 94 and MOD Guard Service. (Not applicable in BF(G)).
- g. **Priority 7.** Other civilians (non-Crown employees). (Not applicable in BF(G)).

Note: An existing eligible licensee/tenant who is required to move out of surplus SFA because it is imminently required for an entitled Service applicant, is due for upgrade, disposal or for any other pressing reason is to re-apply for a further surplus SFA at the appropriate priority.

**0908. Criteria for selection.** All applicants must demonstrate a need for the accommodation and be willing to comply with the terms of the Licence or Tenancy/Lease Agreement as appropriate. The Local Service Commander/NHPHD is responsible for assessing the suitability of eligible personnel to occupy surplus SFA. In the case of civilian families, applications to occupy surplus SFA must be supported by evidence (from the applicant's previous landlord where appropriate) of:

- a. Regular rent payment and no outstanding rent arrears or charges.
- b. Compliance with the terms of the Licence or Tenancy Agreement.
- c. Previous good character.

**0909. Occupation Agreements.** Eligible occupants of temporarily surplus SFA are to sign the following occupation agreements:

- a. Service personnel. Service personnel occupying temporarily surplus SFA will be required to sign the Service Licence (as is the case for entitled personnel); see Chapter 2 Annex A
- b. Civilian personnel. Lettings to civilian personnel will be made either through block leases with appropriate authorities or through individual tenancies (Assured Shorthold Tenancy or similar lease).

**0910. Size and type of SFA to be offered.** The allocations process will attempt to ensure a match between the SFA available (size, location and facilities), the needs of the applicant (e.g. size or mobility requirements), and their expressed wishes (e.g. location). Normally Service applicants will be offered the Type of SFA appropriate to their rank, although requests for different sizes and types of SFA may be considered where suitable SFA is available. In the case of other applicants, the NHPHD will endeavour to meet the applicant's expressed wishes subject to availability.

## **Annexes**

- A. MOD's policy for the leasing of temporarily surplus SFA to civilians.
- B. Summary of personnel eligible to occupy surplus SFA (UK only)

## **MOD'S POLICY STATEMENT FOR THE LEASING OF TEMPORARILY SURPLUS SFA TO CIVILIANS**

MOD supports the leasing of temporarily surplus SFA to eligible civilians in accordance with wider Government policies on empty homes where it is practical to do so. Temporarily surplus SFA may be provided to civilian Key Workers at Eligibility Priority 7, and to other Non-Crown Employees at Eligibility Priority 8. Pepperpotting Non-Crown Employees in houses amongst the Service population is to be avoided; however, to assist operational flexibility, the NHPHD may, in consultation with the Local Service Commander, permit exceptions to the pepper potting rule on a location and case by case basis. The preferred approach is for the NHPHD, in consultation with the Services at the local level, to identify discrete groups of temporarily surplus houses which may be block leased to the appropriate authority, with priority given to Key Workers. This does not exclude the possibility of the NHPHD entering into individual tenancies (under the Assured Shorthold Tenancy Scheme or similar leases) on the understanding that these tenancies apply only to SFA identified as suitable for leasing to civilians, that all parties are aware of the sensitivity of the co-habitation issue and there are robust arrangements (as far as the law permits) for the termination of the lease when the SFA is required for Service occupation. Charges should be set at market rates in accordance with Government Accounting Rules.

## **SUMMARY OF PERSONNEL ELIGIBLE TO OCCUPY TEMPORARILY SURPLUS SFA (UK ONLY)**

1. **The following eligible categories of Service and Civilian personnel may apply to occupy temporarily surplus SFA.** Eligible Service personnel and civilian occupants occupying temporarily surplus SFA are liable to vacate if the SFA is required for an entitled occupant, is for disposal, upgrade or if the Local Service Commander's authority to occupy is withdrawn. Eligible Service personnel will be given a minimum 28 days notice to vacate in accordance with their licence. Civilian occupants on discretionary contracts should be given the appropriate notice as stated in the Assured Shorthold Tenancy or similar Lease Agreement.

### **ENTITLED RATES**

2. **Single (and unaccompanied) Service personnel.** Single Service personnel and Service personnel serving unaccompanied (provided their family is not occupying SFA elsewhere), for whom single living accommodation is available, may apply to occupy surplus SFA in accordance with the following criteria<sup>40</sup> (the eligibility will not normally apply to RN personnel in the Port Areas):

- a. Applications to occupy surplus SFA should be approved by the Local Service Commander and authorised by the NPHPD.
- b. No co-habitation for single personnel. Unaccompanied personnel may have spouse/civil partner/family visits for no more than 28 days (aggregated or continuous) in any 61 day period.
- c. Allocation of SFA Type (furnished, part furnished or unfurnished) is at the discretion of the Local Service Commander in consultation with the NPHPD, depending on which SFA are considered to be surplus, the location of the SFA (preferably inside the wire), and taking account of any wider impact on the integrity of the SFA Estate.
- d. Only one authorised single (or unaccompanied) occupant per surplus SFA (no sharing).
- e. The single (and unaccompanied) occupant is to sign the Service Licence.
- f. Single (and unaccompanied) personnel will be given a minimum 28 days notice to vacate in accordance with their licence (Chap 2 Annex B Clause 5.3), and are required to vacate if absences from the duty station exceed 56 days (unless dispensation to retain has been granted by the NPHPD and the Local Service Commander).
- g. Single (and unaccompanied) occupants pay the entitled rate of SFA charge and SFA CILOCT (abated by 25% to reflect single occupancy).

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<sup>40</sup> Annex B to DSPPol1c/30/4/1 dated 26 Apr 99 - Occupation of temporarily surplus SFA by single and unaccompanied personnel policy paper.

h. Single (and unaccompanied) personnel who occupy surplus SFA on assignment are entitled to current relocation provisions for moves from/to single living accommodation in accordance with the appropriate Regulations. Personnel who opt to move out of SLA to occupy surplus SFA mid tour, or are required to move out of the surplus SFA mid tour, have no entitlement to relocation allowances. Singles occupying surplus SFA have no entitlement to the relocation package available to those living out in private accommodation.

i. Failure to observe the terms and conditions of occupancy may result in the Local Service Commander's permission to be withdrawn.

3. **Location other than the duty station.** Service personnel PStatCats 1 & 2 may apply to occupy temporarily surplus SFA at a location in UK other than their duty station. Service personnel whose family intend to occupy surplus SFA and who serve unaccompanied during the working week whilst occupying SLA/SSSA at their duty station are required to notify DIO and seek authorisation from their Chain of Command before submitting Form 1132 Application for SFA and before applying for SSSA. Furthermore, they are also required to inform DIO and their Chain of Command of any change in circumstances. If Notice To Vacate is served for the surplus SFA, then the SP will be required to occupy SFA at their duty station and serve accompanied.
4. **Widowed Service personnel (PStatCat 3, 4 and 5).** Widowed Service personnel PStatCat 3, 4 and 5 may, on expiry of their entitlement to SFA, apply to occupy temporarily surplus SFA at the entitled rate.
5. **Last 6 months service.** Married (or those in a civil partnership) Service personnel posted back to UK for their last 6 months service are entitled to SFA at their new duty station, but may apply for a temporarily surplus SFA at the entitled rate in an area close to where they intend to settle in order to facilitate finding employment and housing.
6. **Less than 6 months to serve.** Service personnel with less than 6 months left to serve may apply for temporarily surplus SFA at a preferred location at the entitled rate.
7. **Families who do not wish to serve accompanied overseas.** Families who have an entitlement to SFA overseas but chose for personal reasons to serve unaccompanied have an eligibility to, and may apply for, temporary surplus SFA in UK. Personal preference of location will be taken into account where possible but will be dependent on availability of SFA.
8. **WRVS.** WRVS workers are normally accommodated in SLA to Field Officer standard, free of charge. Where such accommodation is not available or when it is inappropriate for Service reasons for WRVS to occupy SLA, the local Service Commander may approach the NPHPD to misappropriate surplus SFA and the charges waived. WRVS personnel for whom suitable SLA is available but who request to occupy SFA may apply to occupy temporarily surplus SFA on payment of the entitled rate.
9. **SSAFA Forces Help.** Due to the nature of their service, SSAFA Forces Help professional staff are exceptionally permitted, on authority from their MOD sponsors (Col PS4(A)) to occupy temporarily surplus SFA on payment of the entitled rate.

10. **Service Hospital Welfare Department (SHWD).** SHWD staff employed in designated Service Hospital appointments may apply to occupy temporarily surplus SFA on payment of the entitled rate.

11. **Community Development Workers.** Community Development Workers may apply to occupy temporarily surplus SFA on payment of the entitled rate<sup>41</sup>.

## LOCAL MARKET RATE

12. **MOD Civil Servants & MOD Trading Fund Agency Civil Servants.** Married (or those in a civil partnership) Civil Servants, deemed suitable by virtue of the grade/nature/clearance of their employment by the Local Service Commander in consultation with the NHPHD may apply to occupy temporarily surplus SFA on payment of the market rate.

13. **MOD Civilians - Temporary accommodation whilst house hunting.** Married (or those in a civil partnership) MOD civilian staff who are moving home in the permanent public interests (PPI) of the Department (i.e. on move to an appointment at a new duty station) may be authorised to occupy temporarily surplus SFA, on payment of the market rate, for a maximum period of 6 months for the specific purposes of house hunting. They should not be permitted to occupy if the property they are buying or selling is within the area of their present duty station. Authority to issue temporary 'house hunting' agreements lies with the NHPHD in consultation with the Local Service Commander.

14. **Civil Servants from other Exchequer Departments.** Civil Servants from other Exchequer Departments such as local authorities and emergency services may apply to occupy temporarily surplus SFA on payment of the market rate.

15. **Non-Regular Permanent Staff of the TA (NRPS).** NRPS have no entitlement to SFA (and SLA) at their normal duty station although they are entitled to be accommodated when at camp, on detachments or courses away from their normal duty station. NRPS may apply to occupy temporarily surplus SFA on payment of the market rate.

16. **MOD Police recruited after 1 Sep 94.** MOD Police recruited after 1 Sep 94 may apply to occupy temporarily surplus SFA on payment of the market rate.

17. **Limited Commitment/Home Commitments.** Limited Commitment/Home Commitment Reservists employed under the conditions of the Reserve Forces Act may apply to occupy temporarily surplus SFA at their place of duty on payment of the market rate.

18. **NAAFI employees.** Provision of accommodation for NAAFI employees is laid down in the Service Level Agreement between MOD and NAAFI – DCI GEN 164 2004 refers. Where suitable accommodation of the correct scale is not available, SFA may be provided to NAAFI staff and the rent waived. NAAFI employees may choose to be allocated temporarily surplus SFA as an alternative to their synSDis accommodation. The application is to be supported by HQ NAAFI (Human Resources Directorate) and

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<sup>41</sup> DSPPol/30/6/1 dated 13 Oct 04 refers.

forwarded to the NHPHD for exceptional approval. In these cases, NAAFI is responsible for payment of the market rate.

19. **Widows/Widowers of Service personnel who have died in Service.** Widows of Service personnel whose spouse/civil partners died in Service, may, on expiry of their entitlement to SFA, apply to occupy temporarily surplus SFA at the market rate.

20. **Estranged families in UK on expiry of the 93 days notice period.** An alternative occupancy agreement at the market rate may be offered to estranged spouse/civil partners on expiry of the 93 days notice to vacate.

21. **Civilian contractor staff.** Married(or those in a civil partnership) Contract staff employed on Base in a permanent capacity and deemed suitable by virtue of the grade/nature/clearance of their employment, by the Local Service Commander in consultation with the NHPHD may apply to occupy surplus SFA on payment of the market rate.

22. **Recently retired or redundant Service personnel.** In order to help with adjusting to civilian life or for the purpose of house hunting, surplus SFA may be allocated to recently retired or redundant Service personnel for a maximum period of 6 months on payment of the market rate.

23. **Other Civilians (non-crown employees).** At the discretion of the NHPHD in conjunction with the Local Service Commander, individual lettings of surplus SFA may be made to any acceptable civilian applicants with resident families. These essentially 'civilian lettings' will be in accordance with the terms and conditions of the appropriate occupancy agreement.

#### **NON-ENTITLED RATE**

24. **Foreign and Commonwealth Service Personnel.** Foreign and Commonwealth personnel pay the non entitled rate (as set by DIO), unless they are on exchange appointments with UK Forces or subject to reciprocal training agreements or Memoranda of Understanding which specify that charges other than the non entitled rate will apply.

#### **DISCRETIONARY RATE**

25. **Council of Voluntary Welfare Workers (CVWW).** CVWWs in direct support of Service units may apply for occupation of surplus SFA on payment of the appropriate discretionary rate decided by the Local Service Commander.

# 10 Allocation of SFA to Entitled and Eligible Personnel

## Index

### SECTION I - SUMMARY

#### Section I – Summary

**1001.** For ease of reference, a summary of all entitled and eligible Service and Civilian personnel who may occupy SFA in UK and Overseas is detailed at Annex A.

#### Annex

A. Table – Summary of personnel entitled and eligible to occupy SFA in UK

## SUMMARY OF PERSONNEL ENTITLED AND ELIGIBLE TO OCCUPY SFA IN UK

Ser	CATEGORY	ENTITLED	ELIGIBLE FOR SURPLUS SFA		PRIORITY FOR SURPLUS SFA	POLICY BRANCH (for setting the appropriate charging regime)	CHARGING RATE SET BY	REMARKS
			Inside the wire	Outside the wire				
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
	<b>UK Regular Armed Forces/Full Time Reserve Service – Full Commitment (FTRS-FC)</b>							
1	a. Service Personnel in PStatCat 1, 1C, 1S or 2 b. Pregnant single Service women within 3 months of confinement b. Adjutant General Corps Military Provost Guard Service - AGC(MPGS) c. Gurkhas d. Gurkha Religious Teachers	✓ ✓ ✓ ✓ (Note 1) ✓ (Note 2)				Standard entitled rate (People-Accommodation) (see Notes 1 & 2)	AFPRB (See Note 1)	No entitlement to SSFA for MPGS
2	Service personnel PStatCat 1 serving unaccompanied and in PStatCat 2, 3, 4 or 5 when employed in the following posts: a. Officers of OF3 rank & above serving in appointments designated by the MOD as being In Command b. RAF OF4 Station Executive Appointments c. RSM of major Army units or RAF Station Warrant Officers d. Service Chaplains e. Serving Army Welfare Workers and serving RNRMW personnel f. Single personnel on approval of registration to adopt.	✓ ✓ ✓ ✓ ✓ ✓				Single Accommodation Charge (People-Accommodation)	AFPRB	
3	Single Service personnel PStatCat 3, 4 and 5 (and unaccompanied personnel provided their family is not occupying SFA elsewhere)		✓	✓	②	Standard entitled rate (People-Accommodation)	AFPRB	Subject to Local Commander's authority
4	Service Personnel PStatCat 1 & 2 may occupy surplus SFA at a location other than their duty station. This includes Service Personnel in PStatCat 1S who have requested to occupy midway SFA iaw Pt 1 para 0311.		✓	✓	①	Standard entitled rate (People-Accommodation)	AFPRB	
5	Service Personnel in PStatCat 1 & 2 posted back to UK for their last 6 months of Service	✓ (Note 3)	✓	✓	①	Standard entitled rate (People-Accommodation)	AFPRB	
6	Married(or those in a civil partnership) Service Personnel with less than six months to serve		✓	✓	①	Standard entitled rate (People-Accommodation)	AFPRB	

Ser	CATEGORY	ENTITLED	ELIGIBLE FOR SURPLUS SFA		PRIORITY FOR SURPLUS SFA	POLICY BRANCH (for setting the appropriate charging regime)	CHARGING RATE SET BY	REMARKS
			Inside the wire	Outside the wire				
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
7	Families of Service personnel whose post is designated unaccompanied and SFA is not provided at their duty station (e.g. unaccompanied tours overseas, or short courses of less than 6 months duration) are entitled to retain their SFA/SSFA in UK for the duration of the unaccompanied tour or short course.	✓				Standard entitled rate (People-Accommodation)	AFPRB	Families are entitled to retain their current SFA or eligible to apply for temporarily surplus SFA elsewhere.
8	Families who have an entitlement to SFA overseas but choose for personal reasons to serve unaccompanied are eligible to, and may apply for, temporarily surplus SFA in UK. Personal preference will be taken into account where possible but will be dependent on availability of SFA		✓	✓	①	Standard entitled rate		
9	Service families evacuated from their permanent duty station overseas to UK	✓ (Note 4)	✓	✓		Standard entitled rate	AFPRB	
10	Service families repatriated to UK for welfare/compassionate reasons	✓ (Note 5)	✓	✓		Standard entitled rate	AFPRB	
11	Service families repatriated to UK/transiting through UK for medical/educational reasons	✓ (Note 6)	✓	✓		Standard entitled rate	AFPRB	
12	Bereaved Service Spouse/Civil Partner.	✓ (Note 7)				Standard entitled rate	AFPRB	
13	Service personnel filling Defence Attaché posts designated as 'no child' posts.	✓ (Note 8)				Standard entitled rate	AFPRB	
14	Limited Commitment/Home Commitments Reservists		✓	✓	⑥	Market rate People-Accommodation (For definitions see note 13)	DIO	
<b>Other MOD personnel &amp; Crown employees</b>								
15	MOD key staff	✓				Market rent (DGCP HR (SD)ERAD)	DIO	For definitions see note 13.
16	MOD Civil Servants & MOD Trading Fund Agency Civil Servants		✓	✓	⑥	Market rate	Comds/ DIO	
17	MOD Civilians – Temporary accommodation whilst house hunting for permanent accommodation during a PPI move.		✓	✓	⑥	Market rate	Comds/ DIO	
18	Civil Servants from other exchequer departments and employees of		✓	✓	⑥	Market rate	DIO	

Ser	CATEGORY	ENTITLED	ELIGIBLE FOR SURPLUS SFA		PRIORITY FOR SURPLUS SFA	POLICY BRANCH (for setting the appropriate charging regime)	CHARGING RATE SET BY	REMARKS
			Inside the wire	Outside the wire				
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
	Local Authorities & Emergency Services					Fin Pol (Repayment)		
19	Non-Regular Permanent Staff of the TA (NRPS)		✓	✓	⑥	Market rate Fin Pol (Repayment)	DIO	
20	MOD police recruited before 1 Sep 1994	✓				Rent free Hd of CM (MDP)	N/A	
21	MOD Police recruited after 1 Sep 1994 Military Guard Service		✓ ✓	✓ ✓	⑥ ⑥	Market rate Hd of CM (MDP)	DIO	
<b>Foreign &amp; Commonwealth personnel</b>								
22	a. Foreign and Commonwealth Personnel serving in official exchange or liaison appointments attached to the British Armed Forces	✓				Entitled rate	Fin Pol (Repayment)	
	b. F&C Personnel on exchange appointments with UK Forces subject to reciprocal Training arrangements or Memorandum of Understanding which specify that charges other than entitled rates will apply.	✓				As stated in the Agreement/MOU		
	c. Foreign Personnel attending JSCSC	✓				Non entitled rate		
	d. Personnel serving with Partner Nations in accordance with Op BORONA and NATO Personnel serving at NATO Headquarters within the UK. <sup>42</sup>	✓				Entitled rate		
<b>Other Civilians including Service sponsored organisations</b>								
23	Staff Council for Voluntary Welfare Work organisations (CVWW) (See Note 9)		✓	✓	⑥	Discretionary Rate Dep Hd People-Accommodation Policy	Local Service Commander	
24	WRVS		✓ (Note 10)	✓	⑥	Entitled rate Dep Hd People-Accommodation Policy	AFPRB	Misappropriated surplus SFA as SLA, charges are waived
25	SSAFA Forces Help		✓	✓	⑥	Standard entitled rate Dep Hd People-Accommodation Policy	AFRPB	

<sup>42</sup> MOU dated 23 Oct 08.

Ser	CATEGORY	ENTITLED	ELIGIBLE FOR SURPLUS SFA		PRIORITY FOR SURPLUS SFA	POLICY BRANCH (for setting the appropriate charging regime)	CHARGING RATE SET BY	REMARKS
			Inside the wire	Outside the wire				
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
26	Service Hospital Welfare Dept staff (SHWD)		✓	✓	⑥	Standard entitled rate (PS4(A))	AFRPB	
27	Community Development Workers		✓	✓	⑥	Standard entitled rate Dep Hd People-Accommodation Policy	AFRPB	
28	NAAFI employees		✓	✓	⑥	Non –synSDis Market rate	DIO	SLA between MOD and NAAFI - DCI GEN 164 2004 refers
29	Bereaved Spouse/Civil Partner of Service personnel who die in service	✓(Note11)	✓	✓	⑤	Standard entitled rate	AFRPB	
30	a. Estranged families in UK (for 93 day notice period).	✓				Standard entitled rate	AFRPB	
	b. Families returning from abroad after estrangement (for 93 day notice period).	✓				Standard entitled rate		
	c. Estranged families within the UK once the 93 days notice to vacate has expired.		✓	✓	④	Market Rate		
31	Civilian contractor staff		✓	✓	⑥	Market rate Fin Pol (Repayment)	DIO	
32	Recently retired or redundant service personnel			✓	⑤	Market rate	DIO	
33	Other Civilians (non-crown employees) (Note 11)			✓	⑦	Market rate	DIO	
34	Foundation Doctor		✓	✓	⑥	Non entitled rate	Fin Pol (Repayment)	See Note 14
35	Irregular Occupants	-	-			Damages for Trepass People-Accommodation	DIO	

### Notes

1. Gurkha Religious Teachers are entitled to Type V SFA but not SSFA. Those recruited in the UK will pay SFA charges at the entitled rate. Those Religious Teachers recruited in Nepal / Overseas will not be liable for accommodation charges, CILOCT or utilities for the first 5 years, after which they will revert to normal 'entitled' SFA charges.

2. Service personnel in PStatCat 1 & 2 posted back to the UK for their last 6 months of Service are entitled to SFA at their new duty station. However, they may apply for surplus SFA in an area close to where they intend to settle in order to facilitate finding employment and housing.
3. Service personnel and their families whose evacuation from their permanent duty station overseas has been authorised by the Head of Mission after consultation with the relevant FCO department, are entitled to SFA in UK. The entitlement may be exercised at the Service person's new duty station in UK, or in the absence of an identified duty station, the family may select a location within 50 miles of either the home of an immediate member of their family, or, their child's school.
4. Service families repatriated to UK for welfare and compassionate reasons are entitled to SFA at a preferred location in UK as agreed between the overseas losing unit, the gaining unit (or if the family is 'headless' the Local Service Commander in the preferred area of choice) and the NHPHD, on a case by case basis and for a predetermined period of no more than one year subject to review.
5. Service families repatriated to UK or transiting through UK for specific medical or educational reasons which have arisen during the period of overseas duty are entitled to SFA within 10 miles/45 minutes of a specialist facility as agreed between the overseas losing unit, the gaining unit (or if the family is 'headless' the Local Service Commander in the required area) and the NHPHD, on a case by case basis and for a predetermined period of no more than one year subject to review.
6. Bereaved Service Personnel whose entitlement to continued occupation of SFA would be lost due to bereavement should be offered an entitlement to SFA at their place of duty for a period of up to 2 years following their bereavement to enable them to determine their longer term housing requirements. Retention of SFA may be extended beyond the 2 year period at the discretion of the Local Service Commander. Bereaved Service Person will pay entitled charges for the Type and Grade of SFA occupied (which may be liable to change as a result of a 4TG Board and/or the annual AFPRB round). CILOCT charges may be abated by 25% for single occupancy.
8. Where a Service person with dependent children is filling a Defence Attaché (DA) position that is designated as 'no child'<sup>43</sup> they are entitled to apply for SFA in an area of their own choice. Where SFA is not available to entitlement, the NHPHD may offer alternatives iaw Part 1 Chp 3 Sect IV in order to meet the SP location needs. There is no entitlement to SSFA.
9. CVWW is a group of organisations with similar aims, most of which are listed below.
  - a. Church Army
  - b. Salvation Army
  - c. Toc H
  - d. YMCA

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<sup>43</sup> Details of these specific DA positions are held by MOD (International Policy & Planning – Overseas Support – Defence Sections (Personnel)).

- e. Catholic Womens League (CWL)
- f. Soldiers and Airmens Scripture Readers Assoc (SASRA)
- g. The Mission to Military Garrisons (MMG)
- h. Church of England Soldiers and Airmens Clubs (CESSAC)
- i. Methodist Church Forces Board (MCFB)
- j. SANDES
- k. Royal Sailors Rests (RSR)
- l. Nuns

10. WRVS are normally accommodated in SLA free of charge. If it is considered inappropriate to occupy SLA, or if SLA is unavailable, the Local Service Commander may misappropriate surplus SFA and all charges are waived. WRVS personnel who request to occupy SFA have to pay entitled rate.

11. Following a death in service of the Service Licensee, the bereaved spouse/civil partner should be offered an entitlement to stay in their SFA/SSFA for a 2 year period to enable them to determine their longer term housing requirements. Retention of SFA may be extended beyond the 2 year period at the discretion of the Local Service Commander in consultation with the respective welfare, medical and educational authorities and the DIO SD Accommodation. The bereaved spouse/civil partner will pay entitled SFA charges for the Type and Grade of SFA occupied (which may be liable to change as a result of a 4 Tier Grading Board and/or the annual AFPRB round). CILOCT charges may be abated by 25% for single occupancy. On expiry of the entitlement, the bereaved spouse/civil partner may apply to occupy surplus SFA under a civilian lease/tenancy agreement on payment of a market rate.

12. See policy for the leasing of temporarily surplus SFA to civilians at Annex A to Chapter 10.

Order of priority for applicants eligible to occupy surplus SFA. Although priorities may evolve to reflect local needs and availability, taking into account the views of the Local Service Commander, priority will generally be given in descending order to:

- m. Priority 1. Service personnel who would otherwise be entitled to SFA; e.g. personnel seeking SFA at a location other than their duty station, and personnel serving voluntarily separated overseas. Also includes PStatCat 1S where SP has requested midway SFA (see Pt 1 para 0311).
- n. Priority 2:
- o. Priority 2a. Service personnel PStatCat 3 or 4 with children for whom they do not have parental responsibility under the terms of the Children Act 1989.
- p. Priority 2b. Service personnel PStatCat 5 and Service personnel serving unaccompanied (provided their family is not occupying SFA elsewhere).

- q. Priority 3. Recently retired and redundant Service personnel, bereaved spouse/civil partners of Service personnel who died in Service on expiry of their entitlement to SFA and bereaved Service personnel (PStatCat 3, 4 and 5) whose spouse/civil partner has died on expiry of their entitlement to SFA.
- r. Priority 4. Estranged families within the UK on expiry of the 93 days notice to vacate. (NOTE: Such families should be advised that a possible consequence of taking an alternative occupancy agreement is that some Local Housing Authorities may interpret this as re-housing and so invalidate requests for LHA housing).
- s. Priority 5. Foreign and Commonwealth Service personnel who do not otherwise qualify.
- t. Priority 6. Other civilian personnel employed by the Services, limited Commitment/Home Commitment Reservists, MOD Police recruited after 1 Sep 94 and MOD Guard Service, and Foundation Doctors.
- u. Priority 7. Other civilians (non-Crown employees).

Note: An existing eligible occupant who is required to vacate surplus SFA because it is imminently required for an entitled Service applicant, is due for major refurbishment, disposal or for any other pressing reason is to re-apply for a further surplus SFA at the appropriate priority.

13. Where housing is provided for MOD Key staff, the lowest of the following rents should be charged:

<b>Rent</b>	<b>Definition</b>	<b>Eligible Occupier</b>
Market Rent	The rent that would be charged on the open market for that property in that area, as calculated by Defence Infrastructure Organisation Land Management Services (LMS) via the NPHPD.	All entitled and non-entitled occupiers of MOD civilian houses.

14. Foundation Doctors are defined as individuals who graduated from medical school, granted a probationary commission in the DMS, provisionally registered with the GMC and undertaking the two year statutory foundation programme leading to full registration with the GMC at the end of year one. During the probationary commission, they are given the rank of OF1 during FY1 and the rank of OF2 during FY2, ie, post full GMC registration. It should be noted that medical cadets (defined as an undergraduate medical student, granted a probationary commission in the DMS with the rank of OF1 (Undergraduate Cadetship) for up to three years prior to graduating) have no entitlement to SFA or SLA.

# 11 Domestic Assistance (DA) Policy

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## Section I – Scope

**1101.** This chapter covers the elements of Domestic Assistance (DA) policy that have been agreed at a tri-Service level. It supersedes the relevant sections of pre-dated single Service policy documents<sup>44</sup>.

## Section II – Terminology

**1102.**

- a. The status 'Official Service Residence' (OSR) has been discontinued, with effect from 1 Apr 11.
- b. The term 'Representative Hosting' has been discontinued.
- c. The term 'Official Entertainment' has been replaced by 'Official Hospitality' (OH).
- d. 'Authorised' individuals are those to whom a TLB agrees to provide DA on a case by case basis, for a single OH event or on an enduring basis in line with policy.
- e. **Domestic Assistance (DA).** This is support provided in order to allow authorised individuals to carry out Official Hospitality (OH). It may include and is limited to: cleaning; catering (waiting & chef); house manager and stewards; uniform maintenance & preparation; gardening; fuel subsidy (through Fuel Subsidy Scheme). Additional gardening and cleaning support may also be provided in certain other circumstances. Eligibility for Fuel Subsidy Scheme may also exist under wider eligibility.
- f. **In Command**<sup>45</sup>. Officers are defined as being 'In Command' if they meet all of the following criteria:
  - (1) Are of minimum OF3 rank.
  - (2) Serve in an appointment where they are able to exercise Command powers of punishment<sup>46</sup>.
  - (3) Hold responsibility, accountability and authority for a particular Command.
  - (4) Are serving in an appointment recognised as 'command earning' by single Service Manning Authorities. This ensures the term is not used simply as a means of securing DA.
  - (5) Are otherwise recognised as In Command by the relevant TLB, supported by chain of Command recommendation (eg for COs of joint units).

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<sup>44</sup> RN-FLAGO (BRd 9467) Art 2106; Army-AGAI Vol 3 Ch 086; RAF-AP3390 Vol 2, Pt 2, Ch 9.

<sup>45</sup> TLBs will provide DIO soft FM with a list of appointments which are eligible for DA.

<sup>46</sup> Taken from JSP 464.

## Section III – Principles

**1103. Overview.** In general, DA is authorised against a requirement to conduct OH. There are some exceptions and these are dealt with against each of the main sub categories of DA below. If individuals are both In Command and occupying large SFA, the basic provision of DA (not including OH events) is determined by the largest of either category and should not exceed 10hrs without authority of the TLB and confirmation of funding availability.

**1104. Responsibility for Authorisation of Official Hospitality.** TLBs are responsible for authorising the frequency of OH and any restrictions on costs. Recommendation from the chain of command should be sought as necessary. As a general principle, the size of a Command impacts only on the decision to authorise OH and does not in itself attract DA.

**1105. Transferring OH Authorisation.** OH may be undertaken by another individual on behalf of the authorised individual. In this event, the DA supporting the OH event must be transferred to the new host. Any valeting or cleaning support allocated by exception, eg due to occupation of a large SFA, cannot be transferred.

**1106. Hosting at Venues other than SFA.** There is no DA provision for OH events at venues other than MOD owned or MOD funded properties<sup>47</sup>. This does not preclude authorised personnel using OH funding for events at commercial venues.

**1107. Private Arrangements for DA.** An authorised individual who replaces MOD DA provision with a privately funded alternative will be personally responsible for the cost of such alternative support.

**1108. Flexing of DA Sub Categories.** No routine flexing of funding across DA sub category is permitted eg using less cleaning in order to get more gardening. Any request for such flexing must be made to DIO soft FM on a case by case basis.

**1109. Furniture and Equipment (F&E).** The regulations governing provision of F&E, including former OSR F&E, are contained in JSP 384.

## Section IV – DA Categories

### 1110. Cleaning Support for OH Events.

a. **Scale.** When an individual is authorised to conduct OH, that authorisation may attract a level of cleaning support. Four hours of cleaning for an OH event of 1 to 15 guests and six hours for OH events with more than 15 guests. This cleaning support may be incorporated into a larger OH package that includes waiting staff, chefs, house managers and selected menus which require no personal outlay by the hosting individual. The scale of cleaning support to OH events is at Volume 1 Part 2 Chapter 11 Annex A.

b. **Public Space.** Only public space in the property is to be cleaned against the OH event.

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<sup>47</sup> Except under the provisions of para 1312.

**Note:** Public space means those areas of a property used for the provision of OH such as kitchens, sitting and dining rooms and guest bedrooms. The spirit of the scale would also include the foyer/hall, downstairs corridors between hosting rooms, the downstairs toilet but not attic rooms, family and en-suite family bathrooms, sculleries or outhouses. Normally it should be assumed that only 2 guest bedrooms are in regular concurrent use<sup>5</sup>. TLBs may increase or reduce these provisions according to individual circumstances and have the discretion to take into account additional guest bedrooms where more than 2 are in regular concurrent use<sup>48</sup>. For unaccompanied officers resident in SFA, the allocation of cleaning support should recognise their situation as being analogous to living in a Mess and therefore will be based on the area of public space in the property plus the area which is deemed as private living space for the officer. The total area will not necessarily equate to the whole floor area of the property, particularly in those properties with a large number of bedrooms, as the provision of assistance should not be based on a need to clean the entire house on every occasion.

**1111. Cleaning Support for Large SFA.** Cleaning may be provided for occupants of large SFA irrespective of a need to conduct OH, because some allocated SFA is disproportionately large compared to entitlement and incurs a significant cleaning burden. In the UK, large SFA is defined as larger than 160m<sup>2</sup>. Due to historic differences in building norms, for overseas locations<sup>49</sup> large SFA is defined as larger than 200m<sup>2</sup>. Cleaning for large SFA is provided at the rate of 1 hour of DA (cleaning) for every 10m<sup>2</sup> above the threshold, with a minimum of 4 hours per week<sup>50</sup>, to a maximum of 10 hours per week. Officers who live in their own properties are not eligible for this assistance because the size of property occupied is voluntary. DIO soft FM, with the agreement of TLBs, may remove or reduce the provision of cleaning support for large SFA at their discretion<sup>51</sup>. Cleaning authorised for those in large SFA is to be limited to the areas of public space<sup>52</sup> in the property as defined in para 1110.b above.

**1112. Cleaning Support for Command Appointments.** There is no immediate entitlement to cleaning provision for those in Command appointments. However, the unique and demanding nature of such appointments is recognised, such as, the increased productivity required of the post and the confluence of private space with work environment which exists for the Commander and his dependants. Therefore, TLBs may at their discretion make provision for DA to Commanders funded to the equivalent of 5 hours cleaning per week per commander<sup>53</sup>. This includes those who live in their own properties, provided that the property is within 9 miles of the Base, Garrison or station<sup>54</sup>. Commanders are those defined as 'in Command' at Para 1102.f above. Cleaning authorised for those in Command appointments is to be limited to the areas of public space in the property as defined in para 1110.b above.

**1113. Catering Support (Waiting Staff & Chefs).** The scaling for catering support to OH

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<sup>48</sup> This does not confer rights to a larger than entitlement property.

<sup>49</sup> This limit has been based on Germany SFA and may not be indicative of all overseas locations.

<sup>50</sup> A minimum of 4 hrs p/w is recommended by DIO soft FM as contracting for 1 hour is impractical.

<sup>51</sup> Cleaning sp for larger SFA remains a discretionary allowance. SFA & SSFA licences contain the following: (Para 6.1.5) '*You must keep the property clean and the garden tidy and free from weeds with lawn cut and hedges trimmed*'.

<sup>52</sup> The Public Space criterion is necessary to limit HMRC tax liability to MOD.

<sup>53</sup> The distribution of DA for commanders is at TLB discretion, within funding limits, although TLBs should observe the 4 hrs minimum in note 53.

<sup>54</sup> law the Home to Duty allowance personal contribution.

events is at JSP 456, Ch 6.

**1114. Uniform Maintenance & Preparation.** Uniform maintenance & preparation is embedded in DA provision and as detailed in table 1 below. Bids for uniform maintenance & preparation for serials 2 and 3 must be made to TLBs for authority. TLBs may remove or reduce the provision of uniform maintenance & preparation at their discretion.

Ser	Officer	Uniform maintenance & preparation provision (hrs p/w)
(a)	(b)	(c)
1	Officers with either: a) dedicated or pooled house staff, or b) dedicated drivers c) DA for Command or Large SFA	No additional provision
2	1* officers and above, not covered by ser 1	4 hrs max with TLB authority
3	OF5 in Command appointments, not covered by ser 1 <sup>55</sup>	4 hrs max with TLB authority
4	All other officers	No provision

### 1115. House Managers.

a. House manager posts are to be pooled where possible and dedicated to one principal officer only when authorised by DIO Soft FM as an exception. As a guide, this is likely to be for reasons of geographical isolation, very strong security considerations or an enduringly high frequency of OH event at the property.

b. House manager posts are to be civilian appointments. Service house managers are only to be appointed with TLB authorisation as an exception and justified annually under TLB audit and assurance mechanisms. As a guide for TLBs, this is likely to be as a result of very strong security considerations, reputational reasons eg principal officer in a UK representational post, or where a high degree of flexibility in delivery of the house manager function is required on an enduring basis. All house managers are to have clear Terms of Reference driven by the business need for the appointment. Service house managers appointed for security reasons are reminded of the need to comply with the relevant sections of and responsibilities detailed in JSP 440 (Security policy).

c. Where no dedicated house manager post exists and an authorised individual conducts an OH event requiring such a post, TLBs may consider authorising use of a house manager for the event in addition to waiting staff.

<sup>55</sup> The Army's Corps Cols are authorised to have 4 hrs uniform maintenance and preparation provision per week.

**1116. Stewards**<sup>56</sup>. House steward posts are to be pooled where possible and where this offers best value for money. Staff are dedicated to one principal officer only when authorised by a TLB as an exception. As a guide for TLBs, this is likely to be for reasons of geographical isolation, very strong security considerations or an enduringly high frequency of OH event at the property.

**1117. Grounds & Gardens.** Grounds and garden maintenance is detailed in JSP 464, Ch 7, Sect V. The policy is reviewed periodically by the Living Accommodation WG. It details the support to Service personnel occupying SFA with gardens in excess of 0.5 acres.

**1118. Fuel Subsidy Scheme (FSS).** The FSS is a mechanism for MOD payment of the additional element of utilities bills accrued as a result of occupancy of particularly large properties or those properties with excessive fuel costs. There is an ongoing study by DIO into the FSS. It will examine costs and eligibility and take into account a potential tax liability. Findings will follow in an amendment to this JSP.

## **Section V – Implementation, Audit & Assurance**

**1119. Responsibility for Implementation, Audit and Assurance.** The audit of DA policy costs and assurance of policy implementation are the responsibility of DIO and TLBs. Costs are to be collated and audited annually in order to ensure coherence with policy and identification of any excessive expenditure on sites. Any further requirement to collate TLB costs into a single coherent MOD return to the HMRC remains the responsibility of DCDS (Pers&Trg) Secretariat. Costs of the DA policy will also inform any Centre-led judgement on continuing to fund a Defence capability to host 'at home'.

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<sup>56</sup> RAF use 'caterer' to mean steward. Not to be confused with para 1313 which deals with chefs and waiting staff.

# 12 Forces Help to Buy Scheme (Including Self Build)

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## Section I – General

**1201. Aim.** The aim of the pilot Forces Help to Buy (FHTB) scheme is to encourage and support home ownership **and to enable the option to Self Build** amongst eligible Service personnel.

**1202. Pilot Scheme Design.** The FHTB scheme is designed for first-time buyers or for those needing to move to another property, either because they are assigned elsewhere or as a result of certain extenuating family or medical circumstances. In the latter case, a advancement may be used to extend or modify a currently owned property. A property for which FHTB has been claimed must be intended for the Service person's own immediate occupation, or that of their immediate family. It is not intended for the purchase of 'buy-to-let' properties, any other second property or to extend or modify a second property. FHTB is intended to assist towards the balance of the purchase price (taking into account, for example, deposit, legal, surveyor's, land registration and estate agent's fees) when buying a property for which a mortgage lender (authorised by the FCA) is willing to advance a mortgage. Approval for a FHTB Advance is no guarantee that a mortgage lender will advance a mortgage. If deciding to advance a mortgage, those entities will take into account the applicant's wider financial situation and may place restrictions on the amount of money an applicant can obtain through FHTB (see paragraph 1212).

**1203. Linkage to LSAP.** The initial three year FHTB Pilot has been extended to 2018. It is based on Long Service Advance of Pay (LSAP) principles, a scheme which is frozen to new applicants, but which will continue to be administered for existing recipients. If moving home or extending or modifying a currently owned property as a result of extenuating family or medical circumstances, existing LSAP recipients may be able to apply for a new FHTB Advance, providing they meet all the qualifying criteria, but that loan will be abated by the outstanding balance of the previous LSAP loan. (For LSAP policy, refer to JSP 752, Chapter 2, Section 4).

**1204. Compatibility with other Government schemes.** FHTB is not related to other Government funded Help to Buy schemes but can be used in conjunction with the DCLG Help to Buy Schemes (Equity Loan and New Buy), Help to Buy (Scotland) and Help to Buy (Wales) (but not the Help to Buy Mortgage Guarantee Scheme) and shared ownership schemes.

**1205. Income Tax.** In accordance with ITEPA 2003 Section 180, FHTB will attract an individual liability to tax (because such an advance is classed by HM Revenue and Customs (HMRC) as being a beneficial loan) if the average amount outstanding on this and any other beneficial loans<sup>57</sup> during a tax-year exceeds £10,000. The amount liable to tax equates to the notional interest that would have been paid by the recipient had they taken the loan from a commercial lender (a rate set by HM Treasury). Where applicable, tax is normally collected by adjusting the individual's PAYE tax code. However, if the property for which the FHTB advance was used to purchase is subsequently rented out, the entire FHTB amount will be liable to interest, charged at the HM Treasury rate.

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<sup>57</sup> Transactions classed by HMRC as beneficial loans, and so counting towards the £10,000 threshold, include all Advances of Pay, any public debt arising from Overpayments or Undercharging, Long Service Advances of Pay (LSAP) (JSP 752, Section 4) and any payment made under the Forces Help to Buy (FHTB) scheme.

**1206. National Insurance Contributions (NICs).** Employee NICs are not payable on the FHTB total amount.

## Section II – Definitions

**1207. Property Ownership.** An applicant is deemed to own or have owned a property if, by virtue of purchase, inheritance, gift or other circumstance, their name appears or appeared on the deeds of a property.

**1208. Terminal Benefits.** Terminal benefits (according to membership of the relevant Armed Forces Pension Scheme) are defined as any retired pay or pensions, gratuities, resettlement grants, special capital payments, compensation lump sum, invaliding pensions/gratuities, Early Departure Payments (EDP), Ill-Health pensions, Ill-Health lump sums or other emoluments, which are paid upon exit from the Service.

**1209. Letting.** For the purpose of this scheme (except under the circumstances described at paragraph 1238), an individual will be considered to be letting the property when they receive rent under a formalised rental agreement, as with a Short Term Let, a Short Hold Tenancy Agreement, a Holiday Let, rentals under the 'Rent a Room Scheme' or under any other formal tenancy agreement.

**1210. Relevant Authorities.** The relevant authorities are:

- a. For matters other than the FHTB Insurance Premium:

Defence Business Services

Military Personnel

FHTB Section

Centurion Building,

Grange Road,

Gosport,

Hants

PO13 9XA

Tel: Internal – 94560 3600 Option 4

External – 0141 224 3600

Fax: Internal – 93844 2828/ 2506

External: 02392 70 2828/2506

- b. The authority is DBS Mil Pers (formerly SPVA) Debt Management, Recoveries and Write Offs.

## Section III – Eligibility

**1211. Eligible Service Personnel.** A Service person is eligible for a FHTB advance provided they meet the following criteria:

- a. **RN/RM Personnel.** They have been accepted onto the trained strength, i.e., in a complement billet. For Naval probationary medical/communications technicians this will be on the move from first to second year rates of pay and for officers on completion of Initial Officer Training.
- b. **Army and RAF Personnel.** They have completed two years' service from the

date of enlistment and be on the trained strength.. An exceptional case to waive this two year timeframe in the case of Service personnel who have rejoined the Regular Service, that would otherwise have qualified under the Army/RAF criteria detailed above, had they not had a break in service, or have met the total aggregated service requirement, may be made through their CO to DBS Mil Pers PACCC.

c. **RAF Doctors.** RAF Doctors who have completed Phase 2 training and are in a recognised speciality training program are eligible to apply for FHTB subject to confirmation from the RAF Housing Colonel and the individual's desk officer, that the individual concerned is eligible in all respects.

d. **All Personnel:**

(1) They are not a reservist or a member of the Military Provost Guard Service;

(2) They have not yet drawn any terminal benefits;

(3) They have not given notice or applied for early termination unless they have qualified for a terminal grant which is greater than the FHTB amount, and from which, the advance can be repaid (see paragraph 1242);

(4) At the point of application, they have more than 6 months remaining before termination from the Services (although alternate schemes with different criteria may be created for those leaving as part of an organised programme of redundancies; separate guidance will be issued in such cases);

(5) They are not under warning for discharge (RN), or Final Warning for discharge (Army and RAF);

(6) They are considered suitable in all respects by their CO to receive a FHTB advance (see Qualifying Criteria paragraphs 1214-1216);

(7) Their Joint Medical Employment Standard (JMES) grading is at, or above, the minimum standard where single Service policy allows the SP to serve without medical retirement/discharge action being undertaken. Unit HR staff are to confirm the applicant's JMES as stated on JPA. **In cases where a claimant's medical deployability standard is Medically Non-Deployable (MND), either permanent or temporary, certification from the UMO is required.** Those that have been downgraded for reasons of pregnancy are eligible, but this must be evidenced by a JMES E grading of E6 or a copy of form Mat B1. Unit HR should check with their single Service Manning Authorities if they are in doubt. Those undergoing medical retirement/discharge action who are nonetheless able to obtain a mortgage offer in principle, may make an exceptional case through their CO and DBS Mil Pers to PACCC (who may consult with People-SPSupport-Accom). However, a FHTB advance is only likely to be granted in exceptional cases where it would be able to be recovered from terminal benefits due to the applicant. Irrespective of JMES grading, at the time of the FHTB application, the applicant is required to acknowledge on the application form that, should they later have a medical condition that leads to invaliding or discharge from the Service, then recovery of the FHTB advance may only be waived following submission of casework to the PACCC in accordance with

para 1247.; and

(8) Only one application for FHTB may be made over the pilot period unless applying under the 'extenuating family or medical circumstances' clause at paragraph 1218.

(9) They do not have an outstanding Crown Debt.

## Section IV – Entitlement

**1212. Amount of FHTB.** Applicants who meet all of the applicable criteria at paragraph 1211 will be permitted an interest free FHTB advance recoverable from pay and, if necessary, terminal benefits. The amount of the FHTB approved will be limited to the lowest of the following calculations:

- a. 50% of gross basic pay including all forms of Recruitment and Retention pay (formerly specialist pay) (this excludes allowances); or
- b. £25,000; or
- c. The purchase price of a property, less the mortgage amount, incentives being offered, shared ownership or Government Help to Buy schemes (see para 1204), plus associated legal, surveyors and land registration fees, plus the cost of any repairs, which are an explicit condition of a mortgage obtained. In the case of Flexible mortgages, the "mortgage obtained" will be regarded as a maximum sum that may be borrowed under the flexible mortgage arrangements.
- d. When the applicant is selling a property or has sold a property in the last 12 months, the difference between the maximum mortgage obtained and the purchase price of the new property, abated by any capital realised from the sale of the previous property. The purchase price of a property, less the mortgage amount, incentives being offered, shared ownership or Government Help to Buy schemes (see para 1204), plus associated legal, surveyors and land registration fees, plus the cost of any repairs, which are an explicit condition of a mortgage obtained. In the case of Flexible mortgages, the "mortgage obtained" will be regarded as a maximum sum that may be borrowed under the flexible mortgage arrangements.
- e. When moving home, if the applicant already has a FHTB advance or a LSAP loan that they have not yet repaid in full, the amount of the new FHTB advance will be abated by the outstanding balance of the previous loan/advance. This will be shown as a full repayment of the previous FHTB/LSAP in the applicant's pay/FHTB record, followed by a full credit of the new FHTB amount; or
- f. In the case of an applicant buying equity in an already owned property the amount of mortgage obtained on behalf of the applicant in order to purchase a share in the property. On completion of the transaction the applicant must own a portion of the property.

**1213. Changes in amount of FHTB.** Should the SP wish to make an amendment to the FHTB amount during the period in which their application is being processed, they must notify DBS Mil Pers, FHTB Section in writing. Provided it remains within their threshold, this will allow the amended amount to be processed.

## Section V – Qualifying Criteria

**1214. All loans.** Use of a FHTB advance must meet all of the following criteria:

- a. The property to be purchased **or self build** is intended for the applicant's own immediate occupation or that of their immediate family. In the case of
  - (1) Single personnel or where
  - (2) Both spouse/ civil partners are serving members of the Armed Forces and/or
  - (3) Service personnel who are serving overseas or in Northern Ireland who will be unable to occupy the property during the working week, occupation at weekends and/or during periods of leave is deemed to qualify;
- b. The property to be purchased **or self build** will be wholly or partially owned by the applicant, (also including the purchase of shared ownership properties);
- c. The property to be purchased is not a mobile home, houseboat or caravan;
- d. The property to be purchased **or self build** will not be a dedicated business premises or residential accommodation with integral business premises, e.g., a shop with an upstairs flat. The property may also be one that is purchased for renovation or as a conversion, either as part of a “Brown Field Site” or as an agricultural or commercial property conversion to residential accommodation. Planning permission for the conversion as well as permission for the change of function must have been obtained before a FHTB can be approved;
- e. The property to be purchased **or self build** is situated in the UK or, for those recruited in the Republic of Ireland, or of Republic of Ireland parentage, the Republic of Ireland;
- f. The property to be purchased is one on which a mortgage lender (authorised by the FCA) is willing to advance a mortgage. This applies even if a mortgage is not required; in these circumstances, a FHTB application would need to be supported by a valuation report that demonstrates a mortgage would be available on the property.
- g. The property to be purchased **or self build** is one on which the applicant has agreed to sign a Promissory Note agreeing to repay the FHTB advance. This will be forwarded to the applicant's solicitor once entitlement has been established. The Solicitor will forward this to the Service applicant prior to the payment of the FHTB. Failure to sign and return the Promissory Note will result in non-payment of the FHTB.
- h. No part of the FHTB may be used towards the cost of furnishings and fittings.
- i. A FHTB advance may not be used to improve a property already owned by the

applicant unless they meet the criteria in paragraph 1218.

**1215. Purchases where applicant currently owns, or has previously owned a property.**

a. No FHTB advance will be given for the purpose of purchasing a second property, regardless of the location, occupancy or usage of either property. If the applicant owns a property at the time of application, that property must be sold before (or on the same day as) purchasing a new property. Mobile homes, houseboats and caravans will not be counted as a first property for the purpose of this scheme.

b. No FHTB advance will be given for the purpose of purchasing a property within 50 miles of a property wholly or partly owned by the applicant (in accordance with JSP 752 Chapter 1) within the previous 12 months except where there are extenuating medical/family circumstances (see paragraph 1218).

**1216. Self-Build.** Land, with outline planning permission to build a suitable property, may be purchased under the FHTB scheme for the purpose of housing the applicant and their immediate family as soon as the property is habitable. However, occupation should take place within 12 months of the full FHTB application approval and during the assignment which the FHTB advance was awarded. If circumstances change and it is looking unlikely that this requirement will be met, applicants should notify DBS Mil Pers, FHTB Section at the earliest opportunity so that they can decide a course of action. Once habitable, the property must be for the immediate occupation of the applicant or their immediate family; it must be wholly or partially owned by the applicant and it must be solely residential accommodation. The options to facilitate the build are:

a. A payment to purchase the land, either in full or as part of a mortgage.

b. On presentation of an invoice, monies may be paid directly to the builders (or paid to the applicant if they are making staged payments to builders, followed up by corresponding receipts) or if the applicant carries out the work themselves, payments of FHTB will be limited to the cost of building materials necessary to complete the undertaking and receipted invoices are to accompany the claim. A mixture of payments direct to a builder and to the applicant is also permissible, within the maximum amount calculated for the FHTB.

c. A combination of sub-paragraphs a and b above.

**1217. Joint Purchase.** Two or more Service applicants may each obtain a FHTB for the joint purchase of the same property, however, this is no guarantee that a mortgage provider will accept two FHTB amounts towards the purchase of a property.

**1218. Extenuating Medical/Family Circumstances.** The following apply if the applicant wishes to use a FHTB advance to improve a property they already own. In addition, a Service person who would normally be disqualified from receiving a FHTB advance to move properties by virtue of paragraph 1215b may nonetheless qualify for a FHTB advance if able to meet the conditions in sub-paragraphs a and b below:

a. Applicable Circumstances. One of the following medical/family circumstances must apply:

(1) Since the purchase of the current property, there is a specific medical requirement (defined as an existing condition which has deteriorated or a new medical condition) to carry out modifications to the current property. Any application must be supported by a statement signed by the applicant to this effect.

(2) In the case of Service personnel categorised as PStat Cat 1 or 2, there are insufficient bedrooms for each child to have a separate one. An application must be supported by a statement signed by the applicant to this effect. In these circumstances an unborn child expected to be born (evidenced by a form Mat B1) may be counted as a member of the immediate family. The extenuating circumstances are:

(i) Additional dependant children since the purchase of the current property; or

(ii) Dependant children, at the time the property was purchased, subsequently reaching the age of 11 years and over (only one move every 2½ years within the same area is permitted).

(3) Since the purchase of the current property, there is a requirement for an additional modification to accommodate, on a permanent basis, an elderly or disabled member of the close family. Any application must be supported by a statement signed by the applicant to this effect.

(4) The Service Person was married or in a civil partnership at the time of the property purchase and that marriage / civil partnership has now ended, resulting in the recipient ceasing to be the legal owner of the purchased property (or proof that a transfer of ownership is imminent, for example, a Consent Order and draft completion statement). This must also be supported by a change in the individual's PStatCat on JPA (see paragraph 1237).

b. Supporting Evidence. Applications made for the purchase of a new property as a result of meeting the criteria in sub-paragraph 1218 must make clear in the supporting statement why the existing property no longer satisfies the applicant's needs, but that the new property, or the existing property, once modified, will do so. Should an applicant subsequently be found to have breached the regulations for a FHTB advance set out in sub-paragraph 1218, interest charges will be applied in accordance with paragraph 1250. The relevant Service authority will also consider whether administrative/disciplinary action is appropriate.

c. Building Work to an Existing Property. Where application is made for building work for an extension to an existing property and the criteria in sub-paragraph 1218 are met, the supporting evidence must set out the work that will be undertaken. Should an applicant subsequently be found to have breached the criteria in sub-paragraph 1218, interest charges will be applied in accordance with paragraph 1250. The relevant Service authority will also consider whether administrative/disciplinary action is appropriate. FHTB cannot be used to modernise a property, only make modifications designed to address the circumstances outlined in sub-paragraph 1218a.

d. Payment for Building Work. Any FHTB advance approved for extending a property may be paid to the builders direct on presentation of VAT invoices. If the applicant carries out the work, payments of FHTB are to be limited to the cost of building materials necessary to complete the conversion. Receipted invoices are to accompany the claim. The following are examples of items which are not eligible for inclusion:

- (1) Tools (either purchased or hired).
- (2) Fittings and Furnishings.
- (3) Installation of double-glazing (unless part of a new extension).
- (4) Decoration (unless part of a new extension).

e. Payments. A mixture of payments direct to a builder and to the applicant is also permissible, within the maximum amount calculated for the FHTB. Apart from the circumstances described in paragraph 1218a, FHTB will not be paid retrospectively, therefore only invoices dated after the full FHTB application was approved will qualify.

## **Section VI – Entitlement to Service Accommodation**

**1219. Nomination of purchased property status.** For a FHTB advance to be granted, the property to be purchased must be certified by the applicant as either:

a. A Residence at Work Address (RWA):

- (1) Where the property is to be occupied as a RWA during a current assignment, the applicant must have an expectation of at least 6 months left to serve in that assignment and of themselves, or their family, occupying the property for at least 6 months.
- (2) Where the property is to be occupied as a RWA during the applicant's next assignment, they must have received an Assignment Order and the assignment must be within the next 6 months and for a minimum period of 6 months.

b. A Selected Place of Residence (SPR). The applicant must certify on the application form that they wish to designate the property purchased as a SPR:

- (1) Where the property purchased with the assistance of a FHTB advance is not occupied as a Residence at Work Address (RWA), Service personnel may be eligible to claim a Get You Home (Travel) (GYH(T)) allowance for travel to that property, subject to meeting the eligibility criteria in JSP 752. However, where the property purchased with the assistance of a FHTB advance is subsequently rented out, thereby ceasing to qualify as a Qualifying Residence for the purpose of claiming GYH(T), and the individual elects to purchase a second property, there will be no further entitlement to claim Get You Home allowance to that second property during the period in which the FHTB advance is being repaid.

**1220. Entitlement to Service accommodation.**

a. Personnel assigned with their immediate family to an area within 50 miles of a property which they have purchased or extended with the aid of a FHTB advance (whether designated as a RWA or SPR) are disqualified from occupation of SFA / SSFA or SLA, except in the following circumstances:

(1) On the outcome of a successful welfare application, their Local Service Commander is satisfied that the property remains beyond a reasonable daily travelling distance; or

(2) They are entitled to occupy SFA by virtue of their appointment; or

(3) They are legally separated from their spouse/civil partner who continues to live in the property purchased (or extended) using a FHTB advance and would be entitled to SFA because they are designated PStatCat 2.

b. Personnel who have purchased a property using a FHTB advance which they have designated as a SPR will generally be disqualified from occupation of SFA / SSFA (but will be eligible to occupy SLA, at the appropriate charge rate) during their current assignment (and their next assignment, if, at the time of application, they have received official notice of that assignment and it begins in the next 6 months). Occupation of SFA / SSFA will only be permitted in the following circumstances:

(1) On the outcome of a successful welfare application, their Local Service Commander is satisfied that there is an overriding welfare reason why the applicant should be entitled to SFA / SSFA; or

(2) They are entitled to occupy SFA by virtue of their appointment; or

(3) They are legally separated from their spouse/civil partner who continues to live in the property purchased (or extended) using a FHTB advance and would be entitled to SFA because they are designated PStatCat 2.

(4) If the assignment (or their next assignment, if at the time of application they have received official notice of that assignment and it begins in the next 6 months) during which they receive the FHTB payment is overseas or in Northern Ireland, individuals can choose whether to:

(i) Maintain their entitlement to SFA/SSFA in accordance with Chapter 3 of this JSP and delay the occupancy requirements of FHTB (see para 1214a) until their next permanent assignment in the UK<sup>58</sup>;

(ii) Fulfil the occupancy requirements of FHTB (see para 1214a) alongside the impact this has on their entitlement Service accommodation (see para 1220b)

c. In circumstances where both spouse/ civil partners are serving members of the Armed Forces, entitlement to Service Accommodation is in accordance with para 0311 of this JSP.

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<sup>58</sup> Para 1211 applies

- d. Personnel granted a FHTB advance for a self-build property are required to occupy that property within 12 months of the FHTB approval in accordance with Para 1216, at which point their entitlement to SFA at their parent unit will cease.
- e. Personnel granted a FHTB advance for a property whose renovations render occupation impracticable, will be permitted to retain their SFA until completion of those renovations for up to 6 months on production of appropriate evidence of such renovations to Unit HR.
- f. Personnel can apply for SFA at their parent unit once their FHTB advance is **fully repaid**.

## Section VII – Letting, Sale and Remortgage of Properties

**1221. Permission to Let.** Following initial occupation of the property by an applicant and/or immediate family (see para 1214a), a FHTB claimant may, on assignment to a duty station greater than 50 miles from their FHTB property (see para 1219), apply to their CO for permission to let a property purchased or extended with the aid of a FHTB. JPA Form E035a, which is available from the JPA Forms page, is to be used to submit the letting application. If approval to let is granted by the CO or delegated officer, this form is to be submitted to DBS Mil Pers, FHTB Section once completed by the applicant.. In the circumstances where Service personnel assigned overseas or in Northern Ireland choose to maintain their entitlement to SFA/ SSFA (see para 1220(4)(i)), they will be expected to occupy the property purchased or extended with the assistance of FHTB at weekends and/or during periods of leave (see para 1214a). For the duration of their next permanent assignment to the UK, they will not be permitted to let the property out; either they or their immediate family are required to occupy the FHTB property in accordance with para 1214a.

**1222. Letting and Interest Charges.** If letting is approved, interest charges will be levied at the HMRC Official Rate. Charges will be calculated monthly by DBS Mil Pers, FHTB Section and debited on the claimant's pay account. The interest charge is calculated on the amount of the FHTB outstanding at the end of each month. Reducing monthly charges therefore occur and will be shown as a monthly charge on the claimant's pay statement. It is to the advantage of a claimant to include the amount of such interest paid to MOD in an Income Tax return. A statement of interest paid will be forwarded to the HMRC by DBS Mil Pers, FHTB Section on receipt of a written request from the claimant.

**1223. Commencement or Termination of Letting.** A letting or cessation of letting must be reported immediately to DBS Mil Pers, FHTB Section through the claimant's parent unit on a change of personal circumstances form (JPA Form E035a). A delay of more than 3 months in reporting should be accompanied by a written explanation from the claimant. Service personnel should also note that when ceasing a letting a delay of more than 3 months in notifying DBS Mil Pers, FHTB Section of the cessation will preclude a claimant from receiving a full refund of interest charges. This is because of the tax ramifications of the letting of property and the declaration of interest to the HMRC.

**1224. Sale of FHTB Property.** A participant in the FHTB scheme may sell or otherwise dispose of a property purchased or extended with the aid of FHTB. If a FHTB advance remains outstanding at the date of sale or other disposal, the claimant must immediately inform DBS Mil Pers, FHTB Section. The FHTB must be repaid immediately and in full

(see paragraph 1242) or be transferred immediately to another qualifying property (see paragraph 1225). Failure to report the sale or disposal of the property or, if appropriate, to repay the outstanding balance immediately, will be regarded as a breach of the regulations (see paragraph 1244) and will result in interest charges being levied against the outstanding balance from the date on which the sale took place. In circumstances of foreclosure, the balance of the FHTB advance will be recovered from the capital released on resale.

**1225. Transfer of a FHTB Balance to a New Qualifying Property.** Where a property has been bought as a RWA and for Service reasons the SP is reassigned more than 50 miles from that property, the outstanding balance may be transferred to a property if the following criteria are met:

- a. The new property meets the qualifying criteria as defined in paragraph 1214; and
- b. The new property is bought within 6 months of selling the previous property. In the event that the transfer is not completed within 6 months, the outstanding balance must be repaid in full. Personnel will be eligible to apply for Refund of Legal Expenses (RLE) to support the cost of move (see paragraph 1229).

**1226. Further Advance - Increase in Mortgage Loan.** In circumstances when a recipient of FHTB wishes to re-mortgage in order to raise additional capital, the Service person must notify DBS Mil Pers, FHTB Section prior to taking any further advance of monies against the property as the sum of the mortgage(s) plus FHTB is not to exceed the value of the property. The Service person is to provide either a copy of the valuation for the re-mortgage or confirmation from the lender that they are willing to lend the additional monies without requiring a formal revaluation or a copy of the mortgage offer in lieu of a valuation report. Should the value of the mortgage, plus the amount secured as a second mortgage, plus the outstanding FHTB exceed the value of the property the FHTB must be repaid in full.

**1227. Re-Mortgage - Change of Mortgage Provider.** In circumstances when a recipient of FHTB wishes to re-mortgage in order to change their mortgage provider, for example to benefit from a lower interest rate, and does not increase the actual value of the outstanding mortgage loan the circumstances at paragraph 1226 above do not apply and a direct transfer of FHTB capital may take place.

**1228. Second Mortgage. The FHTB is not to be used as security to obtain a further mortgage.** Inability to repay the outstanding balance upon sale of a property, because of the redemption of a second or subsequent mortgage, will result in interest being charged at the HMRC Official Rate.

**1229. Refund of Legal Expenses (RLE) for Purchase and Sale of Property.** FHTB claimants may also be eligible for RLE in accordance with JSP 752 [Chapter 7 Section 4](#). However, if RLE is claimed, only those expenses which are not refunded under RLE regulations will be taken into account in calculating the amount of FHTB payable.

## **Section VIII – Changes in Personal Circumstances**

**1230. Transfer of FHTB to a Second Qualified Service Person - Early Termination or Change of Personal Circumstances.** In the case of early termination or a change of

personal circumstances (for example relationship breakdown), the outstanding balance of the FHTB may be transferred from the original applicant to another eligible member of the Services. For such a transfer to be made, the Service person to whom the FHTB is to be transferred ('the transferee') must qualify in all respects for a FHTB advance. In addition, the transferee must own (whether solely or jointly with the original recipient) the property in question on the date of early termination or change of personal circumstances of the original recipient. Under this arrangement, the transfer may be completed as a paperwork exercise subject to the prior written agreement of the transferee and original recipient and no money need change hands. The new FHTB will be granted to the transferee on the same terms (including the same date(s) of repayment) as the original FHTB subject to the new termination date not being earlier than the original applicants. The transferee must complete a JPA on-line application and complete the normal application process as outlined at Volume 1 Part 2 Chapter 12 Annex A. The existing mortgage lender will also have to be informed that the FHTB advance has been transferred.

**1231. FHTB during Career Breaks (CB) and Secondment.** No new claims for FHTB will be admissible during the period of any CB or a secondment. Any applications submitted, but not paid, prior to the CB or secondment start date will be honoured provided all other eligibility criteria are fully met. FHTB repayments may cease for the period of any CB, except when full payment of the FHTB will not be made before a service person's termination date, when sub paragraph 1234 is to be applied. The insurance premium must continue to be paid (see para 1245). FHTB repayments for periods of Secondment are to continue.

a. Career Breaks (CBs). Service personnel in receipt of a FHTB prior to a CB must continue to pay the FHTB Insurance Premium levied. Insurance Premium payments will need to be made through a private arrangement agreed with DBS Mil Pers, FHTB Section prior to the commencement of the CB. If, due to the break in repayments caused by the CB, the FHTB will not be repaid in full before the terminal date, then either;

(1) An arrangement can be made for repayment of the FHTB and Insurance Premium throughout the CB.

(2) Upon completion of the CB, higher monthly repayments can be paid that will ensure the FHTB is repaid by the terminal date.

(3) Repayments can continue at the usual rate, with any outstanding FHTB balance recovered from final salary in the first instance unless clear instruction is given to DBS Mil Pers, FHTB Section to recover from immediate terminal benefits, or the Resettlement Grant. In all instances approval must be granted in advance by DBS Mil Pers, FHTB Section, and arrangements agreed.

b. Secondment. Service personnel in receipt of FHTB prior to secondment as defined at paragraph must continue to make their FHTB and insurance premium payments throughout the period of secondment. However, such repayments cannot be made via pay accounts and will need to be made through private arrangements agreed in advance with the DBS Mil Pers, FHTB Section.

**1232. FHTB during Armed Forces' Occupational maternity Scheme (AFOMS), Armed Forces' Occupational Shared Leave Scheme (AFSPLS) and Armed Forces' Occupational Adoption Leave Scheme (AFOALS).** Any applications submitted but not

paid prior to taking either AFOMS, AFSPLS or AFOALS will be honoured provided all other eligibility criteria is fully met. While Statutory Maternity Pay (SMP)/Additional Paternity Pay (ASPP) is paid, FHTB repayments will continue to be made. When SMP/ASPP is no longer payable, the FHTB monthly repayment, the recovery of the monthly payments due to the MOD will be suspended. For further details, please refer to JSP 760 para 20.0269. However, the FHTB insurance premium continues to be paid throughout.

**1233. Transfer between Services.** A Service person already in possession of a FHTB who transfers from one Regular Armed Service to another may retain the FHTB (which should be transferred to the new pay account) under the Terms and Conditions of Service in which they were serving when they received the FHTB, provided there has been no break in Service.

**1234. Application for Early Termination, or Transfer to a Shorter Engagement.** Personnel in receipt of FHTB should only be granted early termination or transfer to a shorter engagement, if the FHTB has been repaid in full or they have made acceptable arrangements to repay the FHTB in full prior to their Engagement Expiry Date. Prior to the approval of an Early Termination Application Line Managers are to confirm FHTB implications with the Unit HR Administrator and include details of any outstanding balance, plus the applicant's proposals for repayment. A proposal to continue repaying the FHTB after discharge from the Service will not be accepted. Moreover, a promise of payment at a future date is not considered to be a firm basis for repayment.

Proposals for repayment of a FHTB balance may include:

- a. An immediate lump sum payment.
- b. The commencement of deductions from pay, or the increase of existing deductions from pay, prior to release.
- c. The recovery from any immediate terminal benefits which may be due. Should an individual wish recovery to be made from their terminal benefits, they must instruct DBS Mil Pers in writing to do so. Instructions should be sent to: Payroll, Glasgow: Mail Point 320, Kentigern House, 65, Brown Street, Glasgow, G2 8EX.
- d. The transfer of the outstanding balance to another Service person (see paragraph 1230); or
- e. A combination of the above.

**1235. Other Service Debts.** Other Service debts chargeable to the applicant's terminal benefits will be taken into account when considering proposals for repaying the FHTB and, until satisfactory arrangements for repaying the FHTB are approved by the DBS Mil Pers Debt Management Recoveries & Write-Off, no arrangements will be made for the applicant's release.

**1236. Premature Discharge or Release - Disciplinary or Administrative Grounds (Not at Own Request).** If a FHTB recipient is discharged or released prematurely on disciplinary or administrative grounds (i.e. not at the Service person's own request), in circumstances where they will receive sufficient terminal benefits to clear the outstanding FHTB balance, the balance will be recovered from those terminal benefits only when DBS Mil Pers have been instructed to do so, otherwise recovery will be from final salary in the

first instance. When premature discharge or release is being considered on disciplinary or administrative grounds, the fact that a person may receive no terminal benefits, or insufficient terminal benefits to clear any outstanding FHTB balance, is not to affect consideration of the case for that person's discharge. Nevertheless, as much of the outstanding FHTB Debt as possible is to be recovered before the person leaves the Service and the Service person is to be directed to make a proposal for repayment of any outstanding FHTB following discharge or release. Any outstanding FHTB following discharge or release will be converted to a Crown Debt and will attract interest. A Crown Debt must be repaid in full before a further FHTB can be awarded, should the Service person subsequently be allowed to rejoin the Services.

**1237. Effects of Divorce/Dissolution of Civil Partnership - Sale or Transfer of FHTB Property.** A new FHTB applicant or FHTB recipient who is married or in a civil partnership who currently owns a property (or who has owned a property within the 12 months preceding sale or transfer) may be obliged to sell the property, or to transfer ownership of the property to the Service person's ex-spouse/civil partner, as part of a settlement on divorce or dissolution of a civil partnership. In these circumstances, the Service person would cease to be the legal owner of the property. Regardless of whether the sale/transfer forms part of a voluntary settlement or is by direction of a Court Order, the following regulations apply:

- a. If the property, which is sold or transferred was purchased (or extended) with the aid of a FHTB, and the FHTB has not been repaid in full, the procedures for 'Sale of Property' apply; (see paragraph 1224).
- b. If the Service person subsequently wishes to re-enter the housing market with the aid of a FHTB advance, the Service person may apply by virtue of meeting the extenuating circumstances in paragraph 1218.
- c. In circumstances where a Service person is obliged to pay the mortgage on a property as part of a divorce settlement, that person may subsequently qualify for an FHTB under the conditions of sub-paragraph 1218 (4). However, when applying for any subsequent FHTB, applicants are to make any such financial commitments known to DBS Mil Pers, FHTB Section.

**1238. Effects of Divorce/Dissolution of Civil Partnership/ Relationship breakdown - Continued Ownership.** If, consequent upon divorce, dissolution of a civil partnership or relationship breakdown, the claimant remains the legal owner of a property purchased or extended with the aid of a FHTB, but allows their ex-partner to continue living there either by mutual agreement or Court Order, the Service person will be liable to interest charges for "Letting". However, if child(ren) of the relationship reside with the claimant's ex-partner, the claimant will be deemed, for the purposes of FHTB, to be providing a home for the Service person's immediate family and in these circumstances interest charges will not be due. The fact that a debt is still owed by the Service person who has left the family home will not affect their right to occupy SLA. If a Service person wishes to 'buy out' a previous owner's (ex-partner's) stake in the property, and is applying for a new mortgage to do so, they can apply for a FHTB advance, as long as they do not have an existing FHTB advance.

**1239. Change in Circumstances - Periodic Spot Checks.** Recipients of a FHTB advance will be asked periodically to confirm that the property has not been let, disposed

of, or sold. DBS Mil Pers, FHTB Section will forward a proforma through the recipient's parent unit for completion and return. This action in no way absolves Service personnel in receipt of a FHTB from their responsibility to report, without delay, the date of letting, sale or disposal of the property, if and when it occurs. Should an applicant subsequently be found to have breached the regulations for an advance set out in sub-paragraph 1114, interest charges will be applied in accordance with para 1250. The relevant Service authority will also consider whether administrative/disciplinary action is appropriate. The MOD may choose to contact FHTB recipients to assist with current and future Service accommodation policy development.

## **Section IX – Payment and Repayment of FHTB Advance**

**1240. How to apply for a FHTB advance.** The method of claim is detailed at Annex. All applications must be received by DBS Mil Pers, FHTB Section a minimum of 6 weeks before the expected purchase completion date to ensure that payment deadlines are met. However, applicants should ensure they speak to their mortgage provider and solicitor at the earliest opportunity to make them aware of their intent to use a FHTB advance, even if they have not yet applied.

**1241. Payment of FHTB advance.** Payment, if approved, will be made by DBS Mil Pers, FHTB Section direct to the applicant's legal representative, except in the case of self-build properties and property extensions. Applicants should note that:

- a. For purchase of a property in the course of construction, the FHTB can be paid at the point of exchange as long as completion is within 12 months.
- b. Payment will not be made before the deposit is required. This is on condition that the money will immediately be refunded if there is any change in financial details after payment of the FHTB has been approved (including any apportionment of purchase price to fixtures and fittings).
- c. Payment is made by BACS and the legal representatives must apply for the advance at least 10 working days before the payment is required.
- d. Approval for payment of FHTB will not be made, or will be revoked if already given, if the applicant's appropriate legal representative legally completes the property purchase prior to receipt of FHTB.

**1242. Repayment of the FHTB.** The following circumstances determine the repayment of a FHTB debt:

- a. **Personnel with 10.5 Years or More to Serve.** Repayment will be made at the rate of 10% per annum by recovery from pay in equal monthly instalments over a period of 10 years. Repayment recovery must commence a maximum of 6 months after the date of payment of the FHTB.
- b. **Personnel with More than 10 but Less than 10.5 Years to Serve.** Repayment will commence immediately, at the rate of rate of 10% per annum by recovery from pay in equal monthly instalments, over the last 10 years of service.
- c. **Personnel with Less than 10 Years to Serve.** Repayment will commence immediately, at the rate of 10% per annum by recovery from pay in equal monthly

instalments, or a greater sum by agreement, the balance being recovered from their final salary in the first instance unless DBS Mil Pers are instructed by the individual to recover from terminal benefits. Instructions should be sent to Payroll, Glasgow: Mail Point 320, Kentigern House, 65 Brown Street, Glasgow, G2 8EX.

d. **Number of Years Left to Serve Undetermined.** Where an applicant has an Optional Retirement Date available in the future and they have not yet decided whether to waive the option, repayment terms will be based on the Normal Retirement Date, but not over a period of longer than 10 years. Any outstanding balance on termination will then be recovered from the Service person's terminal benefits.

e. **Service Beyond Pension/Early Departure Payment Points.** Where an applicant serves beyond any point when a pension/early departure payment or lump sum could be taken, repayment will continue at the previous monthly rate either until repayment has been completed, the Service person retires or is discharged.

f. **Increase of Repayment.** The rate of repayment may be increased at the request of the applicant over any period, but may not be reduced below the minimum rate of 10% per annum of the original FHTB regardless of whether the applicant has made part repayment in accordance with paragraph 1242.

g. **Bankruptcy.** Any participant who is declared bankrupt or insolvent is to notify DBS Mil Pers, FHTB Section through their parent unit. DBS Mil Pers, FHTB Section will forward the case to 'Debt Management (Recovery and Write-Off) (DM(R&WO)) for recovery or write-off action as appropriate.

h. **Outstanding FHTB Balance.** The outstanding balance of a FHTB shall constitute a debt owed by the borrower to the MOD, and shall therefore be susceptible to recovery action in accordance with Service regulations.

**1243. Voluntary full or part repayment.** Full or part repayment of the outstanding balance will be allowed at any time. A sterling cheque or banker's draft (raised either by the Service person or their legal representative) can be made payable to "JPA UK receipts HMG 3601" and forwarded to DBS Mil Pers, FHTB Section. The Service person's name and Service number are to be annotated clearly on the back of the cheque.

**1244. Breach of Regulations - Impact on Interest Charges.** A FHTB will be interest-free except where otherwise indicated (see paragraphs 1222 and 1224). However, if the applicant commits, or causes to be committed, a breach of any of the conditions of the FHTB scheme, the outstanding FHTB will be converted to a Crown Debt and the Service person shall be required to pay interest from the date of that breach until the final recovery of all sums outstanding at a rate to be determined by the Secretary of State for Defence (normally at the HMRC Official Rate). This requirement does not affect any of the applicant's other liabilities and obligations under the conditions of the FHTB scheme and at law. Any interest due will be deducted from the applicant's salary and from any terminal benefits to which they may be entitled.

## **Section X – Waiver of Recovery**

**1245. FHTB Insurance Premiums.** To permit recovery in certain circumstances (see paragraph 1141), an annual premium is payable by the FHTB recipient. This is paid in

monthly instalments through their pay account, starting from the month following that in which the FHTB was made and finishing when the whole of the FHTB debt has been recovered (see paragraph 1243).

**1246. Circumstances in which recovery of advance may be waived.** FHTB recipients will be required to refund without delay any balance outstanding at the time of leaving the Service, except:

- a. In the case of death of the Service person, where recovery will be through the FHTB Insurance scheme. It will be for DBS Mil Pers PACCC to decide whether or not the death is attributable to the individual's service.
- b. In the case of invaliding or premature discharge/release of the Service person, recovery may be approved through the FHTB Insurance premium scheme, subject to the submission of casework to the DBS Mil Pers PACCC (through DBS Mil Pers, FHTB Section) who should consult the UMO as necessary.

Consideration of the insurance of an FHTB balance on death in service or retirement on medical grounds is to be initiated by completing the Form E035b which can be found on the InfoCentre and sending it to the DBS Mil Pers, FHTB Section.

**1247. Casework Procedure.** Any Service person wishing to dispute a decision regarding eligibility for FHTB, or any other facet of the scheme, may submit casework detailing their circumstances to the DBS Mil Pers PACCC through DBS Mil Pers, FHTB Section (see paragraph 1210) in accordance with JSP 752, Section 1, paras 01.0123 (for casework) and 01.0124 (for appeals). The format for such Casework/Appeal is in JSP 752 Annex B to Section 1 to Chapter 1.

## Section XI – Rates

**1248. FHTB Rate.** The maximum rate of FHTB is set at £25,000 subject to limitation by the conditions outlined at paragraphs 1212-1213. In some circumstances, mortgage providers may also place restrictions within their mortgage offer that require applicants to take less than the full amount. The maximum amount of the FHTB will be reviewed by People SP Support at the end of the pilot period of the scheme.

**1249. Rate of FHTB Insurance Premium.** The FHTB insurance premium rate is reviewed annually by DBS Mil Pers, FHTB Section and published in People-AF REM's annual Directed Letter "Rates of Entitlement for Allowances for Service Personnel". For the first year of FHTB, this will be the same rate as Long Service Advance of Pay as detailed in JSP 752. The Insurance Premium payable by every FHTB recipient is based on the total value of insurances granted in the previous financial year and the gross advance figure for the current financial year to arrive at the insurance premium payable per £100 of advance per annum. The resulting figure is converted into a sum paid monthly by each participant of the FHTB scheme, per £100 of advance ensuring that each recipient pays a premium that is proportional to the amount originally borrowed.

**1250. Rate of Interest Charges.** The interest rate is reviewed annually by People SP Support and published in People-AF REM annual Directed Letter 'Rates of Entitlement for Allowances for Service Personnel'. The interest rate charge is set in accordance with the HMRC Official Rate for beneficial loans. The rate is normally reviewed at the beginning of the tax year and announced in the Budget. This rate is payable by those Service personnel

who let a property on which there is an outstanding FHTB (see paragraph 1222).