



**Ministry  
of Defence**

**JSP 464  
Tri-Service Accommodation Regulations Volume 2:  
Single Living Accommodation and Substitute  
Service Single Accommodation**

**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 Volume 2 Parts 1 and 2 are the authoritative policy and guidance for the provision of Single Living Accommodation (SLA) and Substitute Service Single Accommodation (SSSA) 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 2 Parts 1 and 2 provides the policy and guidelines for the provision of Single Living Accommodation (SLA) 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. In operational theatres under the OPCON of CJO, PJHQ J1 will declare the minimum accommodation standards. This may require personnel to live in accommodation standards below that otherwise expected of SLA and include sharing where deemed appropriate. 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 1 - Directive	Tri Service Accommodation Regulations Vol 1 Part 1: Service Family Accommodation (SFA) and Substitute Service Family Accommodation – UK and Overseas
JSP 464 Vol 1 Part 2 - Guidance	Tri Service Accommodation Regulations Vol 1 Part 1: Service Family Accommodation (SFA) and Substitute Service Family Accommodation – UK and Overseas
JSP 464 Vol 2 Part 2 - Guidance	Tri Service Accommodation Regulations Vol 2: Single Living Accommodation and Substitute Service Single Accommodation
JSP 464 Vol 3 Part 1 - Directive	Tri Service Accommodation Regulations Vol 3: Service Accommodation Charges, Combined Accommodation Assessment System (CAAS) and 4 Tier Grading (4TG)
JSP 464 Vol 3 Part 2 - Guidance	Tri Service Accommodation Regulations Vol 3: Service Accommodation Charges, Combined Accommodation Assessment System (CAAS) and 4 Tier Grading (4TG)
JSP 752	Tri Service Regulations for Expenses and Allowances
JSP 754	Tri Service Regulations 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 Accommodation Policy. 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	Sponsor

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# 1 Principles

## 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 high quality subsidised accommodation.

**0102. Responsibility for Policy.** Chief Defence People (CDP) is responsible for the formulation of Defence living accommodation policy and delegates the lead to Director Service Personnel Policy (D SP Pol), who delegates day to day responsibility to Head People Accommodation (Hd Accom). In discharging these responsibilities Hd Accom may consult with the single Service Housing Colonels<sup>2</sup>.

**0103. Governance.** 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. Sponsorship and periodic review of the policy is vested in People-Accommodation and any proposal for change should be submitted via the single Service Housing Colonel staff. Any review or changes are considered through the Accommodation Policy Working Group (APWG) and Accommodation Steering Group (ASG), which include representation from the single Services, Joint Force Command, Defence Infrastructure Organisation and Defence Equipment and Support. The APWG and ASG report to the Service People Policy Group and then the Defence People and Training Board, as depicted below.



<sup>2</sup> Navy - Navy NPS-PeopleE SPT DACOS, Army - Army PersCap-PersSvcs-AH - , RAF- Air-COSPers-Del Com Spt DACOS

Any significant changes will need to be considered and agreed at the appropriate level, which will be determined by Hd Accom. Any requirement for bespoke living accommodation policy outside the framework of the JSP 464, should be submitted to People-Accommodation for appropriate approval.

**0104. Challenges to Policy.** Service personnel should raise any challenges relating to accommodation policy (as opposed to complaints on the delivery of accommodation, which is covered in Chapter 6) with their respective Chain of Command (CoC), detailing clearly the issue; the change being sought and the justification for the changes, including any issue of potential discrimination. Where the CoC cannot resolve the issue, they should seek advice from the relevant single Service Housing Colonel policy staff<sup>3</sup>, who will judge if either the interpretation of policy is correct and/or where they perceive that the policy is wrong.

## **JSP 464 Vol 2 – Single Living Accommodation**

**0105. Scope.** JSP 464 Vol 2 Parts 1 and 2 provides the policy and guidelines for the provision of Single Living Accommodation (SLA) and the substitute equivalents to trained personnel<sup>4</sup> on a worldwide basis, except for accommodation in operational theatres and temporary accommodation at training areas where separate single Service arrangements will apply. In operational theatres under the OPCON of CJO, PJHQ J1 will declare the minimum accommodation standards. This may require personnel to live in accommodation standards below that otherwise expected of SLA and include sharing where deemed appropriate.

**0106. Sponsorship of SLA.** The single Services/TLBs are responsible for the provision of SLA in respective theatres in accordance with the overarching policy guidelines laid down in JSP 464 Volume 2, and their respective Service/Theatre/Command instructions. Sponsors may adopt variations in procedures which best meet the circumstances of their respective theatres and their requirements at the local level. Sponsors of SLA are as follows: RN, Army, RAF, JFC, HO&CS, DE&S.

## **Associated Publications**

**0107. JSP 315.** JSP 315 - Building Performance Standards (BPS) provides the technical, functional and spatial standards, along with guidance to MOD on capital and operational costs of infrastructure projects. BPS 1 covers living accommodation and comprises of BPS 1.1 – Single Living Accommodation and BPS 1.2 – Service Family Accommodation. Hd People-Accommodation is the 'Patron'[1] of BPS 1.

**0108. JSP 384.** JSP 384 is the Defence Accommodation Stores Policy and Procedures. Chapter 13 gives guidance for the assessment of charges in respect to damage to MOD furniture and fittings. Sponsorship of JSP 384 rests with NPPO (DAS).

**0109. JSP 456.** JSP 456 Defence Catering Manual - Pt 2 Vol 2, Chapter 5 provides instructions on "messing entitlement and charges" for entitled and non-entitled personnel,

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<sup>3</sup> For the Army, the Housing Colonel should be consulted on any policy matters; however, responsibility and arbitration for accommodation delivery issues and casework is delegated to Family Support in Regional Command.

<sup>4</sup> Trained personnel – personnel undergoing Phase 3 training or serving in front line units (unless posted/detached to other duties).

including casual meals. Sponsorship of JSP 456 rests with ACDS (Log Ops). DIO are responsible for annually publishing a DIN containing non-entitled accommodation rates

**0110. JSP 752.** JSP 752 is the tri-Service Allowance Regulations. Sponsorship rests with People AF Remuneration

**0111. JSP 754.** JSP 754 is the Tri-Service Regulations for Pay and is sponsored by People AF Remuneration.

## **Definitions**

**0112.** A Summary of SLA-related definitions is contained in JSP 464 Volume 2 Part 2 Chapter 1 Annex A.

# 2 Single Living Accommodation

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## Section I – Location of SLA

**0201. SLA at Duty Station.** Whenever possible, SLA is to be provided at the Service person's duty station, either within the wire or immediately adjacent to the establishment (within 10 minutes walk). Provision of SLA elsewhere in the same Garrison or Naval Port Area, or at a location outside the Garrison or Port Area may only be authorised at the discretion of the Local Service Commander.

**0202. SLA in London Only (non-formed units only).** For those Service personnel posted to London (non formed units only), SLA is to be provided within 60 minutes travelling time by public transport (taken to mean travel by surface train, underground or bus) of the place of duty. This does not apply to personnel assigned to “formed units” in London who will continue to be accommodated iaw the principle contained in paragraphs 0201 and 0207 or those personnel on the VCDS 45 Minute Travel List (see para 0203).

**0203. VCDS 45 Minute Travel List in London.** Personnel filling appointments on the VCDS 45 Minute Travel List in London are to be accommodated within 45 minutes travel by public transport<sup>5</sup> of their place of duty.

## Section II – Types of SLA

**0204. Types of SLA.** Types of SLA are summarised in the following table:

JSP 315 BPS	Type	Rank of occupant	Description
30	SO	Senior Officer (Major and equivalent) and above.	A suite of rooms in the Officers Mess consisting of a sitting room and bedroom with en suite provision (shower, basin and WC).
30	JO	Junior Officers (Captain and equivalent) and below.	A bedroom with en suite provision (shower, basin and WC).
32	OC	Officer cadet	A bedroom with en suite provision (shower, basin and WC).
32	C	Candidate	A bedroom with shared ablutions
35	S	WO and SNCO	A bedroom with en suite provision (shower, basin and WC).
3	Z	Other Ranks	A bedroom with en suite provision (shower, basin and WC).
3	Y	Personnel undergoing Ph 2 training	Bedspace in a 4 person room with shared

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

			ablutions
3	X	Personnel undergoing Ph 1 Training	Bedspace in 8 or 12 person rooms with shared ablutions
3	X	RN Personnel undergoing Ph 1 training	Bedspace in 24 person room with shared ablutions

### Section III – Accommodation for Single and Unaccompanied Personnel in Designated Command and Certain Other Appointments

**0205. SFA tied to the appointment.** Single and unaccompanied personnel in designated command and certain other appointments are entitled to occupy SFA which is tied to their appointment. This could take the form of:

- a. Tied SFA. Single and unaccompanied personnel in designated appointments (see Para 0302) may occupy tied SFA for the duration of their appointments.

### Section IV – Substitute SLA

**0206. Guiding Principle.** In cases where there is either insufficient or inappropriate SLA, units should seek to provide personnel with substitute SLA which broadly equates to the equivalent type of SLA which they are eligible to occupy. The following options are available.

**0207. Substitute Service Single Accommodation (SSSA).** Where SLA is not available, the Services (at Unit/Formation level in accordance with single Service Regulations) may exceptionally authorise the provision of fully furnished and equipped SSSA (there is no entitlement to furniture/equipment from Defence Accommodation Stores (DAS)) which will be sourced, allocated and managed by the MOD Accommodation Agency Contractor. The Authorising Officer is responsible for verifying the non-availability of SLA within a radius of up to 45 minutes travelling time by public transport (or up to 10 miles when there is no viable public transport at the discretion of the Local Service Commander) for those serving outside London and 60 minutes for those serving in London, of the duty station before approving SSSA. Once authorised, SSSA will be provided within the agreed radius of up to 45 minutes or 60 minutes for those serving in London. Full details of the SSSA scheme are at Chapter 7.

**0208. Lodging Allowance (UK only).** In exceptional cases personnel who qualify for SSSA may be provided with Lodging Allowance to enable personnel to make private arrangements to rent furnished accommodation (there is no entitlement to DAS) which should normally be within 50 miles or 1½ hours travel by public transport. Regulations for the payment of Lodging Allowance are in JSP 752.

**0209. Misappropriated SFA as SLA (worldwide).** Where availability of SFA permits units may seek to misappropriate SFA as SLA (ie as an annex to the Officers or SNCOs Mess or Junior Ranks accommodation block) for occupation by single and unaccompanied personnel. Misappropriated SFA as SLA should be as close to the Service establishment as possible, with units first seeking to misappropriate SFA inside the wire and thereafter SFA which is within a radius of 10 miles of the establishment (thereby reflecting the rules for the provision of SFA to married/civil partnership accompanied personnel).

**0210. Misappropriation of SFA as SLA for seriously injured/disabled single (PStatC3/4/5) Service personnel.** Under these circumstances, once the unit is notified of an individual's return and a requirement for SFA to be misappropriated is identified, the unit is to initiate consultation with the appropriate National Housing Prime Help Desk (NHPHD) 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 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.

**0211. Management, Funding and Furnishing of Misappropriated SFA.** When misappropriation is agreed, the SFA provider 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. Funding external and interior maintenance throughout the period of the misappropriation.
- e. Co-ordinating the move in and move out of the occupants.
- f. Meeting the costs of utility bills.
- g. Payment to DIO Accommodation for Annington Homes rent and Council Tax in accordance with arrangements made with DIO Accommodation.
- h. Furnishing the property to a standard and specification similar to SSSA in GB, except items compensated within Local Overseas Allowance are not permitted. 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 (see Chapter 7).
- i. Ensuring personnel occupying misappropriated SFA abide by the appropriate single Service mess/barrack rules.

**0212. Hirings (overseas).** The provision of hirings as substitute SLA through either the payment of Overseas Rent Allowance (ORA) to personnel, or through central provision of accommodation by the local administering unit, will depend on the availability and location of suitable rented property. As a guide, hirings for use as SLA should be provided within a radius of 45 minutes travel by public transport (thereby reflecting the arrangements for

SSSA in GB (excluding London). Hirings for use as SLA should be furnished to a standard and specification similar to SSSA in GB except items compensated within Local Overseas Allowance are not permitted. At locations where occupants of hirings 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 hiring), the kitchen items shown in the specification should not be provided (see Chapter 7).

# 3 Entitlement to SLA

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## Section I – Entitled Service Personnel

### Entitlement Criteria (See Annex B)

**0301.** To be entitled to SLA Service personnel must be:

a. *Undertaking their initial training, or be serving on a regular engagement with the UK Armed Forces, or be a Full Commitment (FC) Reservist as defined in single Service instructions.*

b. In Personal Status Category (PStatCat) 1 (serving unaccompanied), 2 (serving detached), 3, 4 or 5 as defined in JSP 752 Chapter 1 Section 4.

c. PStatCat 1 personnel undergoing marital/civil partnership breakdown who are authorised by the Local Service Commander to occupy SLA for up to a 3 month 'cooling off' period prior to marital/civil partnership reconciliation or estrangement (and change of PStatCat).

Service personnel must not be:

d. **Long Service Advance of Pay (LSAP) 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 para 02.0439. 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 JSP 464 Volume 1 Part 1 Chapter 12.

**0302. Entitlement to SFA by Appointment (in lieu of SLA).** Some Service appointments require personnel to work either in the home or be accommodated away from subordinates<sup>6</sup>. Accordingly, Service personnel in 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:

a. Officers of OF4<sup>7</sup> rank and above serving in appointments designated as being In Command. This is defined as Officers who have / been delegated Commanders Powers of Punishment in accordance with the Armed Forces Act 2006. Exceptions are to be staffed through appropriate Housing Colonel as casework.

b. RAF OF4 Station Executive appointments.

c. Regimental Sergeant Majors of major regular Army units or RAF Station Warrant Officers.

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<sup>6</sup> RN Officers in sea command appointments are not entitled to occupy SFA under the provisions of this paragraph.

<sup>7</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.

- d. Service Chaplains undertaking a pastoral responsibility at Unit level.
- e. Serving Army Welfare Workers and serving RNRMW personnel.

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 Vol 2 Part 1 Chap 7.

**0303. TA and Reservist Personnel.** TA and reservists personnel are entitled to SLA on entering Full Time Reserve Service Full Commitment (FTRS-FC). FTRS Home Commitment and Limited Commitment (FTRS-HC and FTRS-LC) and Additional Duties Commitment (ADC) personnel are not entitled to SLA, but may occupy SLA where available, at non-entitled rates. Their occupation must not result in any Regular or FTRS-FC personnel having to be placed in SSSA. Under no circumstances are FTRS-HC, FTRS-LC or ADC personnel to occupy SSSA. The authority to consider exceptional cases for FTRS-HC, FTRS-LC and ADC personnel to occupy SLA at entitled rates has been delegated to TLB Directors of Resources (D SP Pol letter dated 11 Oct 2013, which stipulates the conditions<sup>8</sup>).

**0304. Service Police.** Due to the nature of their employment, Adjutant General's Corps (Royal Military Police) (AGC(RMP)) and Royal Air Force Police (RAFP) personnel are to be accommodated in discrete and segregated accommodation (ie flats, wings, floors within SLA blocks) in accordance with single Service Regulations.

**0305. Adjutant General Corps Military Provost Guard Service AGC(MPGS).** AGC (MPGS) are entitled to SLA on payment of the entitled SLA charge. However, there is no entitlement to SSSA.

**0306. Members of Foreign Armed Forces.** Entitlement to SLA on payment of the entitled SLA charge exists only when Foreign personnel are serving in official exchange or liaison appointments attached to the British Armed Forces. Any entitlement and/or eligibility outside these circumstances should be covered by a Memorandum of Understanding (MOU) which is to be presented by the individual on application. Additionally, eligibility<sup>9</sup> to SLA also exists for Foreign personnel attending the JSCSC who are to be charged non-entitled rates: Entitlement lasts for the duration of the course. Personnel serving with Partner Nations iaw Op BORONA are entitled to SLA and will pay entitled charges<sup>10</sup>.

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<sup>8</sup> It applies only to SLA; does not signal any general entitlement to Service accommodation for FTRS personnel and must only be employed where surplus accommodation is genuinely available and likely to be so for the duration of the arrangement; must not adversely impact entitled Service personnel, with the expectation that it will not result in the generation of new builds or entitled personnel being accommodated in more expensive substitutes; does not convey any entitlement to related allowances (travel/food) and any request to exceptionally claim such allowances will need to be submitted in the usual manner; in order to properly support FTRS recruitment, waivers for the whole period of the appointment are permissible, but this should be for no longer than 4 years; These arrangements will be subject to periodic review, and TLB D Res' are asked to maintain up to date records of the numbers and locations of non-entitled FTRS personnel occupying SLA at entitled rates.

<sup>9</sup> Exceptionally, SLA has been provided specifically for foreign students at JSCSC and therefore they are eligible to be allocated SLA at that location. This does not mean that they are 'entitled or eligible personnel' in the sense of enjoying the terms and conditions of UK Service personnel.

<sup>10</sup> MOU dated 23 Oct 08.

**0307. 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).

**0308. 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<sup>11</sup>.

a. Where a married Service couple/civil partners have elected for midway SFA there is no entitlement for SLA for either party at their respective duty stations. SFA entitlement is covered in JSP 464 Vol 1 Part 1 Chapter 3 Para 0311.

b. Married Service couple/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, have an entitlement to SLA at their respective duty stations when serving married unaccompanied<sup>12</sup>. The following restrictions apply:

- (1) The family home must not be within 50 miles or 1½ hours travelling time.
- (2) The family home must not be let.
- (3) The family home must be where both partners would return for weekends and leave periods.

**0309. Seriously Injured Service personnel policy.** Where a Service person suffers a serious injury that renders their current allocated SLA or misappropriated SFA inappropriate, they may need to be relocated. In these circumstances, a discussion between the appropriate Housing Provider, OT, the 'patient group' and Unit will need to identify a suitable solution. The new property address is to be nominated within 15 days to enable the necessary adaptations to be planned and made as soon as practically possible. The policy document is at Annex A.

**0310. Foundation Doctors<sup>13</sup>.** Both Naval Foundation Doctors and AMS Medical Bursars undertaking Foundation Year (FY) 1&2 training are entitled to SLA and/or Substitute variants where SLA is not available, and are charged at entitled rates where applicable. RAF Foundation Doctors are eligible for SLA at non-entitled rates (but not SSSA).

**0311. Royal Fleet Auxiliary (RFA).** RFA personnel on official duty (eg training or professional courses) but not in receipt of RFA subsistence are entitled to SLA for the

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<sup>11</sup> See JSP 752 Chapter 1 Section 4.

<sup>12</sup> For accommodation charges, see JSP 464 Vol 3.

<sup>13</sup> 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, i.e. 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/SSFA or eligibility for SLA/SSSA.

duration of their course and should pay entitled rates iaw JSP 456 Chapter 5. The onus to prove that RFA subsistence is not being claimed in order to establish accommodation charges rests with the RFA individual.

**0312. 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 SLA on payment of the entitled rate. There is no entitlement to SSSA. SSAFA Forces Help in support of Services overseas may occupy SLA free of charge

**0313. Service Personnel – Career Breaks.** For those living in Single Living Accommodation/Substitute Single Living Accommodation, Service personnel on a Career Break (CB) who are occupying Single Living Accommodation (SLA) or Substitute Service Single Accommodation (SSSA) will be entitled to remain in the accommodation for the first 93 days of their CB, after which they will lose their entitlement. Service personnel may apply to the CO of the sponsoring unit to remain in SLA beyond the initial period of 93 days on payment of non-entitled food and accommodation charges. As with SFA, there is no guarantee that they will be permitted to do so. Food and accommodation charges for the initial period of 93 days and for any subsequent period of occupation will need to be paid personally and locally direct to the sponsoring unit. If Service personnel on CBs occupy SSSA they will be required to vacate the property on completion of the initial period of 93 days and either move into SLA or make their own private arrangements.

**0314. Service personnel granted a Career Intermission.** The policy guidance for the entitlement to Single Living Accommodation and Substitute Service Single Accommodation for those 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**

**0315. Entitlement at the Duty Station.** Service personnel may exercise their entitlement to SLA at their duty station (taken to mean the location specified on their posting order). Whenever possible, the guiding principle is that personnel should have an expectation of retaining their same accommodation for the duration of their tour of duty unless they request to move to alternative accommodation, or there are Service reasons as to why they should move accommodation (for example upgrade and/or refurbishment or promotion).

**0316. Short detachments.** Personnel who are detached on short courses or other temporary duties (up to 6 months duration) may retain their SLA at their duty station, and occupy appropriate accommodation at the alternative location for the duration of the detachment. This permits personnel to return to their permanent accommodation during and on completion of their detachment, and enables them to leave their possessions not required on their short detachment in their permanent accommodation unless they choose to secure them elsewhere under unit arrangements. See JSP 464 Volume 3 for charges regulations.

**0317. Operational deployments.** Retention of accommodation whilst deployed on operations is a matter for single Service regulations depending on the accommodation Type, the local demand for accommodation, and local instructions in respect to the security of the accommodation and personnel's possessions within it. As a general rule, personnel occupying SLA Types SO, JO, S and Z should have an expectation to return to their accommodation after the deployment, unless they are posted. Additionally, personnel

deployed on operations should not pay SLA charges for accommodation retained at their peacetime location, although they would remain liable for charges such as those associated with telephone line provision unless contracts were terminated prior to the deployment. There may be a requirement for personnel to box their possessions prior to the deployment and for these to be stored either within their accommodation or elsewhere under unit arrangements. If there is an exceptional requirement to reallocate SLA, personnel may, at the discretion of the Local Service Commander, be required to vacate their SLA and store their possessions under local unit arrangements.

**0318. SSSA – absences up to 61 days.** Personnel accommodated in SSSA who are absent from their permanent duty station may retain their accommodation for up to 61 days in the following circumstances:

- a. When absent on detached duty/loan temporary duty/temporary duty.
- b. When admitted for treatment to hospital, sick quarters or a medical rehabilitation unit.
- c. When absent on sick or authorised leave within an appointment/draft/posting (but not disembarkation, terminal, invaliding or DOMCOL leave).
- d. When sentenced to a period of detention or imprisonment following which the individual will be retained in the Service and will return to the same permanent duty station.

**0319. SSSA – absences over 62 days.** Retention of SSSA beyond 62 days may be authorised at the discretion of the Local Service Commander who is to seek approval from the appropriate single Service Housing Colonel.

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

**0320. Entitlement for Accommodation.** Single and unaccompanied personnel filling appointments on the VCDS 45 Minute Travel list are entitled to occupy accommodation (which may be SLA or SSSA) within 45 minutes travel time by public transport<sup>14</sup> of their place of duty. 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 0319. Their appointment will be removed from the List and will only be reinstated with the approval of VCDS.

**0321. Maintenance of the List.** MA/VCDS 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 Accommodation Policy, providing suitable justification. Amendments to the List may only be made with VCDS' express authority.

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<sup>14</sup> Taken to mean travel by surface train, underground or bus.

## Section IV – SLA Eligibility

**0322. Eligibility by SLA Type.** The current policy by Service/TLB is as follows:

Serial	Occupant	SLA by Type Description					
		RN	Army	RAF	CJO	CTLB	DLO
1	Senior Officers	SO	SO (Note 1)	SO	SO	SO	SO
2	Junior Officers	JO	JO (Note 1)	JO	JO	JO	JO
3	SNCOs	S	S	S	S	S	S
4	JRs front line units (Note 2)	Z	Z & Y	Z	Z	Z	Z
5	JRs Phase 3 training	Z	Z	Z	NA	Y	Z & Y
6	JRs Phase 2 training	X	Z, Y & X	Z & Y	NA	Y	Z & Y
7	JRs Phase 1 training	X	X	X	NA	NA	NA
8	Ocdts	OC & Y	OC	OC	NA	NA	NA

Note 1: It is ATRA policy that Army Officers detached on short courses of less than 6 months duration will be provided with Type Z SLA.

Note 2: Includes personnel serving as permanent staff /instructors at training establishments and depots and on the staff in HQs.

## Section V – Entitled MOD Civilian Personnel

**0323. Entitled MOD Civilian Occupants.** SLA may be made available for eligible MOD civilian occupation under the following circumstances only.

**0324. MOD Key Staff.** MOD civil servants classified as 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 are entitled to occupy SLA. 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 posting - although their replacement may then be designated key staff in their turn. Staffs who no longer hold a designated post are not entitled to occupy SLA.

**0325. UK Based Civilians (UKBCs).** All MOD UKBCs (eg MOD Civil servants, Retired Officers, MSF and SCE UKBTs) are classified as entitled civilian personnel whilst under contract to serve overseas and depending on their personal status are entitled to occupy

SFA/SLA free of charge. Locally employed civilians are not classified as UKBCs and are not entitled or eligible to publicly funded accommodation.

**0326. Temporary Accommodation.** In accordance with 2009DIN01-148, MOD Civil Servants are entitled to occupy SLA, and pay entitled rates, in the following circumstances:

- a. While on Short Term Detached Duty; or,
- b. While seeking permanent accommodation following a Permanent Transfer, with an entitlement to a move of home at public expense, or seeking temporary accommodation following temporary transfer; or,
- c. While waiting to occupy 'key staff' accommodation.

## **Section VI – Non-Entitled Personnel**

**0327. JSP 456.** JSP 456 Part 2 (Chapter 5) provides detailed direction on categories of non entitled personnel and the charging regimes which should apply for non entitled messing and accommodation in SLA.

## 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 through out 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. Dependant 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 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 Accommodation 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>15</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 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.

## Home Owners

10. Refer to JPS Volume 1 Part 1 Appendix 1 to Annex C to Chapter 3.

## Reservists

11. Mobilised Reserves and FTRS(FC). Reserve Forces personnel are eligible for a full range of DMS<sup>16</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.

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<sup>15</sup> JSP 464 Vol 1 Part 1 Chapter 4 para 0406 - entitles notification of an address within 15 days of up to 4 months in advance of a required date.

<sup>16</sup> JSP 751 – Joint Casualty and Compassionate Policy and Procedures Issue 5 dated Sept 07.

12. Medical Employment Standards<sup>17</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.

13. 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.

14. 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 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.

15. 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>18</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

<sup>17</sup> JSP 346- PULHHEEMS- Joint System of Medical Classification

<sup>18</sup> See JSP 464 Vol 1 & 2 and Single Service Regulations

	or Medical discharge, then NHS / PCT
Sponsored Reservist – Non-mobilised	NHS / PCT
Sponsored Reservist - Mobilised	DMS / TLB

## Civil Servants

16. 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>19</sup>. Costs, identification and fitting of adaptations will fall to the relevant NHS PCT.

## Allowances

17. Apart from costs for adaptations, allowance packages currently exist to support those 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 JPAC PACCC for approval.

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<sup>19</sup> JSP 751 – Joint Casualty and Compassionate Policy and Procedures

# 4 Application, Allocation and Move into SLA

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## Section I – Application for SLA

**0401. Service personnel's responsibilities.** When personnel are notified that they are to be posted to a new duty station, it is their responsibility to contact their future unit by telephone or letter to notify them when they require accommodation, and to ascertain the availability of SLA or the substitute equivalents. Officers and SNCOs should contact the PMC/Mess Manager of their respective messes. Other ranks should contact the Quartermaster or the Unit's accommodation cell (unless they have been previously contacted by their new unit which may well have received a copy of their Posting Order).

**0402. SSSA.** Where no publicly funded accommodation is available and a Non Availability Certificate is issued for SSSA, personnel must submit the SSSA Application Form (MOD 1154) a minimum of 27 working days before their accommodation required date to ensure that there is adequate time for appropriate accommodation to be provided.

## Section II – Policy Guidelines for the Allocation of SLA

**0403. Unit's responsibilities.** Units are responsible for the allocation of SLA in accordance with the guiding principles at paras 0404 - 0411 below. Where there is insufficient SLA of the appropriate type, units (in consultation with their respective chains of command and DIO Accommodation/Overseas Housing Provider as appropriate) are responsible for providing substitute accommodation which broadly reflects the equivalent eligibility to SLA (paras 0206 - 0211 refer).

**0404. Allocation to Service Personnel.** Service personnel should be allocated SLA by rank (in accordance with the scales table at para 0321), however, other factors such as the availability of above or below eligibility accommodation and personal choice may influence the final allocation in some cases. As a guiding principle, officers and senior NCOs should occupy respective Mess accommodation, and other ranks should occupy junior ranks accommodation. Exceptions should be carefully considered by the Local Service Commander to ensure that the scale of accommodation to which a Service person is eligible for is not eroded.

**0405. Single versus unaccompanied personnel.** The allocation of SLA to single and unaccompanied personnel is a matter for local regulation at the discretion of the Local Service Commander. However, the guiding principle is that single and unaccompanied personnel should be allocated SLA to their eligibility. Unaccompanied personnel should not be accommodated below eligibility or disadvantaged in any other way on the basis that they maintain a family home elsewhere, are therefore likely to weekly commute and may not be liable to accommodation charges in accordance with single Service Regulations. Equally, unaccompanied personnel should not be advantaged over single personnel for whom the SLA represents their home.

**0406. Male and female accommodation.** As a general rule male and female personnel are to be accommodated in separate SLA served by discrete ablutions to ensure privacy. However, where discrete ablutions are available for male and female personnel, a mix of male and female accommodation is permissible at the discretion of the Local Service Commander. In single room en suite SLA (Types SO, JO, OC, S and Z), a mix of male and female accommodation is permissible depending on the configuration and availability of SLA. Mixed sex sharing in multi-occupancy rooms (Types X and Y) is not permitted.

**0407. Sharing in multi-occupancy substitute accommodation.** Multiple occupancy substitute accommodation (eg SSSA, misappropriated SFA as SLA and hirings as SLA) is to be provided on a single sex basis, although the PPO's accommodation staffs may approve male and female sharing on those occasions when the personnel involved are prepared to share, and where there are clear Service and financial benefits in permitting mixed sex sharing (but not cohabiting).

### **Section III – Allocation of SLA Above and Below Eligibility**

**0408. SLA Above or below eligibility.** Should the unit be unable to allocate SLA appropriate to the applicant's eligibility, alternative accommodation above or below the eligibility should, if available, be allocated. Above or below eligibility allocations should as a rule apply to:

- a. The Officers Mess where there may be a mix of SO and JO SLA.
- b. Other ranks accommodations where there may be a mix of Z, Y and X SLA.

Where SLA is segregated between ORs, SNCOs and OFs, as a principle, Service personnel are allocated accommodation appropriate to their grade. However, units must ensure efficient use of SLA and minimise the requirements for substitute accommodation. Where there is a shortage of SLA at the correct rank, but capacity to accommodate Service personnel above eligibility (for example ORs in SNCO or Officer's SLA or SNCO's in OF's SLA) units must investigate sensible ways of doing so, including through the separation of floors/sections where this is deemed necessary for operational or business reasons in enduring situations.

**0409. Allocation of SLA above eligibility.** The unit may allocate SLA above eligibility on those occasions when SLA of the eligible Type is not available (thereby avoiding provision of substitute accommodation). In order not to disadvantage personnel when SLA above entitlement is allocated for Service reasons, the SLA charge applied is the lower of:

- Grade 1 for charge for the type of property to which they are normally entitled or the grade for charge for the type of property actually occupied.

As a general guideline, once the accommodation above scale has been allocated, personnel should not normally be required to vacate it during the course of their tour of duty at that location. However, vacation may be required if it is subsequently needed by an eligible occupant at the discretion of the Local Service Commander.

**0410. Request to occupy SLA above eligibility.** Service personnel may request as a matter of personal choice to occupy SLA above their eligibility, if available, on the basis that they will pay the accommodation charge for the Type and Grade of SLA which they occupy.

**0411. Guidance for the temporary allocation of SLA during periods when upgrade<sup>20</sup> works are taking place.** The aim of this guidance is to enable Local Service Commanders to make best practical use of all types of MOD accommodation available before having to

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<sup>20</sup> Upgrade work may consist of refurbishment or demolition and replacement projects.

resort to commercially sourced alternatives during periods<sup>21</sup> of upgrade works. Local Service Commanders should consider the provision of temporary SLA<sup>22</sup> in the following order:

- a. Re-allocate SLA at current location.
- b. Re-allocate SLA at other MOD locations within 10 miles.
- c. Re-accommodate in surplus SFA<sup>23</sup> at current location.
- d. Re-accommodate in surplus SFA within 10 miles.
- e. Re-accommodate under SSSA rules if displacement is for greater than 6 months<sup>24</sup>.
- f. Re-accommodate in hotel/B&B accommodation<sup>25</sup>.
- g. Provide temporary accommodation units on site.

**0412. Provision of temporary SLA is subject to the following criteria:**

- a. The temporary SLA provided should be deemed 'reasonable'<sup>26</sup>.
- b. Individuals will pay the accommodation charge commensurate with their rank/rate and the grade of SLA which they temporarily occupy. It may be necessary for a re-Grading exercise to be undertaken e.g. SO in single rooms, JO/SNCO in misappropriated JR SLA or JRs in misappropriated JO/SNCO SLA.
- c. During the period of upgrade works consideration should be given to re-grading the temporary SLA in use to reflect any reduction in amenity or environmental factors<sup>27</sup> as defined in JSP 464 Volume 3 Part 2 (4 Tier Grading System).
- d. For all individuals being re-allocated SLA with a reduced floor or storage space, Local Service Commanders are to provide additional secure, undercover storage facilities for storage of individual personal effects. This is to mitigate against any loss of storage space due to the allocation of a smaller room/bedspace.
- e. For individuals accommodated at an establishment other than their own<sup>28</sup>, the Local Service Commander is to provide routine service transport to and from the

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<sup>21</sup> The 'Period' starts when the currently occupied SLA is required to be emptied to meet the upgrade works contracted programme. The 'Period' ends when the upgrade works are formally accepted.

<sup>22</sup> Using JSP Vol 3 taking into account discrepancies allowed for under the Four Tier Grading System.

<sup>23</sup> When considering the use of misappropriated SFA the rules at TSARs Part 3 paras 0209, 0414 and 0616 should be consulted.

<sup>24</sup> Due to short-term tenancy agreements, 6 months is the minimum period of time for which SSSA is a suitable option.

<sup>25</sup> This option should only be considered as an option for periods of up to 6 months.

<sup>26</sup> Provision of single rooms for SO, JO and SNCOs would be considered 'reasonable', but provision of multi occupancy rooms would be considered 'unreasonable'. Provision of multi occupancy rooms for JRs would be considered 'reasonable'.

<sup>27</sup> Details are to be found at Annex C to Chapter 1 of JSP 464 Vol 3.

<sup>28</sup> A maximum routine travelling distance of 10 miles is to be applied although this can be extended to 20 miles on the authority of the local Commander.

accommodating site at the start and at the end of the working day and as appropriate for personnel involved in duties outside normal working hours.

f. Any costs associated with provision of temporary accommodation are the responsibility of the Local Service Commander.

g. Mid-assignment Disturbance Allowance is payable in limited circumstances<sup>29</sup>.

## Section IV – Allocation of SLA to Eligible Civilian Personnel

**0413. Eligible MOD civilian personnel.** Eligible MOD civilians are allocated SLA by equivalent military rank (EMR) and appointment.

## Section V – Move into SLA

**0414. Unit's responsibilities.** Units are responsible for moving personnel into SLA in accordance with local Standing Orders/Instructions.

**0415. Certificate of Occupation.** At the time of move in, the unit is responsible for the completion of the Certificate of Occupation of SLA (See JSP 464 Volume 2 Part 2 Chapter 4 Annex A) in consultation with the occupant of the SLA. Whilst the Certificate is most suitable for personnel occupying single room SLA on a permanent basis, it may also be used, at the Services' discretion, for moving personnel into transit accommodation and Type Y and X SLA. The purpose of the Certificate is to ensure that the occupant takes responsibility for their accommodation. It also ensures that a full inventory check of the accommodation, including a record of the condition of the furniture, fixtures, fittings and decorative state is agreed between the unit and the occupant and recorded. At move out, this record will form the basis for the identification of any damage which has occurred during the period of occupation, some or all of which might be charged to the occupant as barrack damages (see JSP 464 Volume 2 Part 1 Chapter 6, para 0614).

**0416. Accommodation User Guide.** Units are responsible for providing each SLA occupant with an Accommodation User Guide which is to compliment local Standing Orders/Instructions. The purpose of the Guide is to provide occupants with an easy to understand summary of their responsibilities both within their room and the communal areas within the SLA block (eg communal room, utility areas and storage areas), and guidance as to the actions which they should take, for example, if there is a fire, to maintain security, report faults and save energy. The Guide could also include information on the local Service and civilian community to assist personnel in orientating to the local area.

**0417. Grade for charge.** Units are responsible for ensuring that personnel are aware of the grade for charge of their accommodation when it is first occupied (and any subsequent changes as a result of a 4 Tier Grading Board). Additionally, units are responsible for ensuring that personnel are made aware that they have a period of up to 3 months after first occupation to challenge the grade for charge in writing, and that any change in accommodation charges arising from a successful challenge will be backdated to the date of first occupancy.

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<sup>29</sup> See JSP 752 Part 2 Section 7 - Mid-assignment Moves.

# 5 Policy Guidelines for the Occupation of SLA

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- A. Policy Guidelines for the Occupation of Temporarily Surplus SFA by Single and Unaccompanied Personnel
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## Section I – Barrack Regimes

**0501. Responsibilities.** Barrack regimes for personnel occupying SLA is a matter for local regulation by Local Service Commanders in accordance with single Service policies, and are to be published in local Standing Orders/Instructions as appropriate.

## Section II – MOD’s Policy on Cohabitation in Publicly Funded Accommodation

**0502. 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 SLA and the substitute equivalents. ‘Cohabitation’ describes a situation where the accommodation becomes the home of another person.

## Section III – MOD’s Policy on Visits to SLA

**0503. All personnel.** Visits to SLA by guests of the occupants is permitted for short periods. The duration of guest’s visit is a matter for local regulation at the discretion of the Local Service Commander but should not normally exceed 7 days. Personnel who abuse local regulations on guest’s visits may forfeit entitlement to such visits at the discretion of the Local Service Commander.

**0504. Unaccompanied personnel.** Unaccompanied personnel occupying SLA and the substitute equivalents (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.

## Section IV – Other Guidelines on Occupation of SLA

**0505. Satellite Dishes.** Provided permission is sought in advance in accordance with local Standing Orders/Instructions, occupants may, at the discretion of the Local Service Commander, be permitted to have satellite dishes installed at their private expense. On vacation of the SLA, occupants are responsible for all costs incurred in the removal of the satellite dish and making good any damage to the building.

**0506. Decoration and furnishing.** Self-help interior decoration and furnishing of the SLA is not discouraged, and personnel are to be permitted to personalise and decorate their own living space. Rooms may be decorated using a predetermined selection of neutral colours as determined by the Local Service Commander. Use of other stronger colours may result in the individual returning the living space to its original colour prior to vacation at their own expense. Personnel occupying new build SLA (and particularly PFI builds where the responsibility for maintenance is with the contractor) may not be permitted to re-decorate.

**0507. Wharfing of furniture.** Furniture (but not fitted furniture, fixtures and fittings) may be wharfed from the accommodation to permit personnel to utilise their own furniture subject to the availability of space to store items. Personnel who apply to wharf furniture should be made aware that there is no means available to abate the SLA charge.

**0508. Keeping Pets in SLA.** There is no entitlement to keep domestic pets in SLA. However, it is recognised that personnel may wish to keep pets, but that the wishes of the individual will need to be balanced against the sensitivities of other personnel living nearby. In order to keep a pet in SLA, the occupant is required to seek written permission from the Local Service Commander before acquiring the pet/bringing the pet into the SLA. Local Service Commanders are to establish clear guidelines on the keeping of pets in SLA.

**0509. Cooking in bedrooms.** To maintain fire safety and minimise deterioration to the fabric of buildings cooking/snack preparation is only to be undertaken in spaces specifically provided for this purpose. Cooking<sup>30</sup> of any form in bedrooms is not allowed.

**0510. Food Storage in bedrooms.** For health and safety and environmental health reasons, fresh foodstuffs are not to be stored in bedrooms. However, the storage of reasonable amounts of dried food (snacks etc), drinks and canned foodstuffs is permitted. Fresh foodstuffs should be stored in the fridge provided in the utility/snack preparation rooms and therefore, large domestic style fridges or fridge/freezers should not be allowed in bedrooms. However, on the principle of their provision in hotels, small drinks fridges/cooling cabinets should be permitted. The decision on what is considered reasonable should rest with Local Service Commanders who should establish clear guidelines on the cooking and storage of food in SLA in Local Accommodation Orders.

**0511. Storage of Privately Owned Weapons in SLA.** All privately owned firearms (including shotguns) and ammunition held within MOD establishments must be the subject of a firearms (or shotgun) certificate. Occupants of SLA are to store privately owned firearms in approved Service armouries or licensed explosive storehouses as appropriate. The storage of privately owned firearms (including shotguns) and ammunition in SLA is not permitted.

**0512. Parking and Garages.** The Local Service Commander is responsible for designating parking areas within the establishment for use by occupants of SLA and their guests. Personnel may apply for the use of a garage within the establishment in accordance with local instructions and on payment of the appropriate garage charge which is promulgated by People AF Remuneration in the annual 'Pay Letter'.

**0513. Temporary Absence from SLA.** Occupants of SLA who are expecting to be temporarily absent from their accommodation for more than 3 weeks should ensure that their unit is aware of their absence, and that they follow local instructions regarding the security of their accommodation, the leaving on of heating during the winter months, and any other local requirements.

## **Section V – Dilapidations**

**0514. Payment for Damage.** Occupants of SLA are liable under the Service Acts for damage and loss (other than by fair wear and tear and acts of god) caused to the SLA and any fixtures and fittings (and MOD furniture and furnishings in the SLA on their signature), by their negligent or wilful or accidental act, or that of their pets or their invited visitors or their pets. Service Regulations may set a limit on the occupant's financial liability for such

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<sup>30</sup> For clarity this includes the use of any form of open flame device, microwave ovens, mini grills and toasters. The use of kettles is allowed.

damage. On those occasions when consultation between the unit's accommodation staff and the occupant does not resolve the case, the staff may bring the matter to the attention of the Local Service Commander who is ultimately responsible for making a judgement. It is open to the Local Service Commander to base such judgement on the findings of a Board of Inquiry which he/she may convene to investigate the circumstances of the damage. Guidelines for the assessment of charges in respect to damage to MOD furniture and furnishings are contained in JSP 384 Chapter 13. Current single Service Regulations will apply with regard to raising debit vouchers.

## **Section VI – Living out by Single Personnel**

**0515. Policy guidelines.** Occupants of SLA may seek permission from the Local Service Commander to 'live out' under private arrangements in accordance with single Service policies on living out.

## **Section VII – Occupation of Temporarily Surplus SFA by Single Personnel**

**0516. Policy guidelines.** Policy guidelines for the occupation of temporarily surplus SFA by single (and unaccompanied personnel) are at Annex A.

## **Section VIII – Smoking in Single Living Accommodation**

**0517. Policy.** The policy for the administration of smoking in SLA is at Annex B.

## **Annexes**

- A. Policy Guidelines for the Occupation of Temporarily Surplus SFA by Single (and Unaccompanied) Personnel
- B. Policy for the Administration of Smoking Policy in Single Living Accommodation

## **POLICY GUIDELINES FOR THE OCCUPATION OF TEMPORARILY SURPLUS SFA BY SINGLE (AND UNACCOMPANIED) PERSONNEL**

1. Single Service personnel and Service personnel serving unaccompanied (provided their family is not occupying SFA elsewhere), for whom SLA is available, may request to occupy temporarily surplus SFA in accordance with the following criteria (the eligibility will not normally apply to RN personnel in the Port Areas):
  - a. Applications to occupy temporarily surplus SFA should be approved by the Local Service Commander and authorised by the respective housing provider's staff.
  - 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 or unfurnished) is at the discretion of the Local Service Commander in consultation with the housing provider's staff, 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 to Occupy SFA.
  - f. Single (and unaccompanied) personnel should be given 28 days notice to vacate (whenever possible), and are required to vacate if absences from the duty station exceed 56 days (unless dispensation to retain has been granted by the housing provider's staff 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), and all utility charges associated with the property (less water and sewerage).
  - h. Single (and unaccompanied) personnel who occupy surplus SFA on posting are entitled to current relocation provisions for moves from/to SLA in accordance with the appropriate Regulations. Personnel who opt to move out of SLA to occupy surplus SFA mid tour, or are required to vacate 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.

## **POLICY FOR THE ADMINISTRATION OF SMOKING POLICY IN SINGLE LIVING ACCOMMODATION**

1. Smoking Policy, which reflects relevant UK laws, allows Local Service Commanders(LSCs) to decide whether to allow smoking in their SLA or not. While RN and RM policy is that all their SLA will be non-smoking, the other TLBs have left it for LSCs to decide. LSCs are encouraged to consult with others within their geographical region to try to implement a consistent policy across the local area. Should LSCs opt to allow smoking in SLA, the following provisions are to be followed:

- a. Commanding Officers and Heads of Establishments are required to incorporate their SLA Smoking Policy within Local Standing Orders. These orders should list smoking designated bedrooms, room allocation criteria, cleaning regimes and outline disciplinary/administrative procedures (NB in Scotland, a breach of the smoking laws puts individuals at risk of prosecution). A précis of these Orders is to be inserted in any local 'move-in move-out' proforma used by the unit/establishment.
- b. Without exception, all common spaces (e.g. corridors, utility rooms, snack preparation facilities and lounges) within SLA are no-smoking areas.
- c. A 'Smoking Permitted' sign is to be placed on the door of each designated bedroom.
- d. All 'smoking' bedrooms are to be specifically designated by room number. Wholesale designation by floor or SLA block is not permitted.
- e. No person who is unwilling shall be required to occupy a designated smoking bedroom:
  - (1) During the allocation process the status of the room it is to be made clear to the prospective occupant.
  - (2) If a non-smoking bedroom is requested but cannot be provided, the individual should be offered non-smoking hotel, lodging or SSSA accommodation as appropriate until a non-smoking room is available or a smoking room can be deep cleaned.
- f. As part of the 'taking-over' routine for bedrooms, occupants are to acknowledge that they are occupying either a 'Smoking Permitted Room' or a 'Non Smoking Room'. Individuals must be permitted to refuse a room if they reasonably consider it to be contaminated as a result of smoking.
- g. No person who is unwilling shall be required to work in or pass through a designated smoking bedroom.
  - (1) Due regard must be given to contractors and maintenance staff who should not be obliged to enter any designated smoking bedroom.

- (2) As contractors or maintenance staff must be permitted to refuse to enter/work in bedrooms that are designated as 'Smoking Permitted', special arrangements for maintenance and cleaning may be needed.
- h. All designated smoking bedrooms are to be equipped as follows:
- (1) Bedroom doors are to be self closing.
  - (2) Bedrooms are to have a ventilation system that does not ventilate into any enclosed part of the building.
- i. In order to manage room availability efficiently and to reduce the void rate, it may be necessary to re-designate bedrooms from 'Smoking Permitted' to 'Non-Smoking' status. If this is the case, prior to occupation by a non-smoker and as a minimum, such bedrooms are to be deep cleaned. If the decorations and soft furnishings remain severely discoloured or suffer from any smoking odours, the room is to be re-decorated and soft furnishings replaced. This work is to be undertaken at Crown expense. Bedrooms designated as 'Smoking Permitted' are likely to require re-decoration more often than Non-Smoking Rooms. This is to be taken into account when negotiating maintenance contracts.
- j. As part of the 'hand-over' routine any excessive dilapidation, such as cigarette burns to soft furnishing or furniture, is to be made good before re-occupation and all work charged to the departing individual<sup>31</sup>.
- k. Bedrooms designated as 'Smoking Permitted' are not to be allowed to degrade to a point where the 'Grade for Charge' is different from the 'Grade for Charge' of adjacent non-smoking bedrooms.
- l. Persons entering MOD premises must be informed of the Smoking Policy by use of No Smoking signs. At least one no-smoking notice is to be displayed in each SLA Block. The minimum dimension of this sign is 230mm x 160mm and it must display:
- (1) The international 'no smoking' symbol which must be at least 85mm in diameter.
  - (2) The name of the person (or position in the Establishment) to whom a complaint may be made by any person who observes another person smoking in a no smoking area. The sign should state that a complaint may be made and include telephone contact details of where to make the complaint.
- m. Smoking is still permitted outside. Instructions are to be issued to ensure this activity is conducted in a location that is away from entrances or openings into occupied SLA so that non-smokers are not exposed to second-hand smoke. Where shelters are erected for the specific use by smokers a sign indicating 'Smoking Permitted' is to be displayed. Separate guidance on smoking shelters is contained in Annex B to 2007DIN 07-007: Smoke free policy for Defence, including units overseas and at sea.

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<sup>31</sup> This point aligns more closely the dilapidations procedure for both SLA and SFA.

# 6 Vacation of SLA

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## Section I – Notification of Move Out

**0601. Occupant's responsibilities.** Occupants are responsible for notifying their unit (PMC/Mess Manager/ QM/Accommodation Cell) that they are posted (units may be aware if they have received a copy of the individual's Posting Order), and the expected date of vacation of their SLA.

## Section II – Pre Move Out Advisory Visit (PMOAV)

**0602. Conduct of PMOAVs.** Units may conduct PMOAVs at the discretion of the Local Service Commander. The purpose of a PMOAV is to assess the condition of the accommodation, identify any requirement for remedial works once the accommodation has been vacated, advise occupants as to their potential liability for barrack damages, and to agree when a move out is to take place. PMOAVs may be most relevant to new SLA where it is crucial that the condition of the SLA is maintained at the highest possible standard.

**0603. Timing of PMOAVs.** There is no fixed period when a PMOAV should take place, but as a guiding principle PMOAVs may be arranged up to 2 months before the expected date of departure.

## Section III – Move Out of SLA

**0604. Move out.** Units are responsible for ensuring that a move out takes place when personnel vacate accommodation in accordance with local Standing Orders/Instructions.

**0605. Inventory check.** At the time of move out, a full inventory check of the accommodation, including a record of the condition of the furniture, fixtures, fittings and decorative state should be undertaken and compared to the inventory check undertaken at move in. Where dilapidations are considered to be the result of either fair wear and tear or acts of god the cost of repair/replacement will fall to the unit. Where damage is the result of the occupant's negligent, wilful or accidental act, or that of their pets, their invited visitors and their pets, action may be taken by the unit to recover barrack damages (see Chapter 5 Para 0514).

#### **Section IV – Certificate of Cessation of Entitlement to Occupy Service Accommodation (SLA/SSSA)**

**0606. Issue of Certificate.** The Unit Admin Officer is to issue the Certificate (See JSP 464 Volume 2 Part 2 Chapter 6 Annex A) to any Service person that requests it in order to assist the Service person seeking social housing on expiry of their entitlement to occupy SLA / SSSA. This Certificate should be requested / issued at least 6 months before cessation of entitlement to allow appropriate arrangements to be made.

#### **Section V – Re-Allocation of SLA**

**0607. Down time between occupants.** Units should take a judgement as to when recently vacated SLA may be re-allocated. This will depend on demand and the requirement for routine maintenance and any remedial action to repair dilapidations. Wherever possible, maintenance and remedial works should be programmed to take place during the period when the SLA is vacant, but should that not prove possible, it may be necessary to either complete minor work around an existing occupant, or to decant them temporarily to alternative SLA at the discretion of the Local Service Commander.

# 7 Substitute Service Single Accommodation (SSSA)

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## Section I – SSSA

**0701. General.** On those occasions where SLA is not available, SSSA will be provided. Whilst the Substitute Accommodation Team (SAT(SSSA)) in DIO Accommodation will centrally oversee the provision of SSSA by the MOD Contractor, the Services' chains of command are responsible for approving and funding SSSA. Key documentation pertaining to the SSSA scheme is contained in JSP 464 Volume 2 Parts 2 Chapter 7 at the following Annexes:

- A. SSSA Application Form and Guidance Notes
- B. Licence to Occupy SSSA
- C. SSSA Regulations
- D. Furnishing and Equipment Specification and Standard – SSSA

## Section II – SSSA Complaints

**0702. Special-to-Type.** The accommodation complaints process is a three Stage Special-to-Type (STT) procedure that exists to deal with matters related to the delivery of Service accommodation. In accordance with JSP 831 - Redress of Individual Grievances: Service Complaints: Part 1<sup>32</sup> the STT process must be completed prior to the submission of a Service Complaint on the matter.

**0703. Scope.** A complaint must relate to an action (or inaction) by the Substitute Contractor in the delivery of SSSA in accordance with the extant accommodation policy. Possible areas for a complaint include, but not specifically limited to:

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<sup>32</sup> Chapter 2, Para 17 - Completing a special-to-type process before making a service complaint.

- Unresolved issues.
- Impolite or unhelpful MOD staff and/or contractors.
- Failure to achieve repair/works services in the contractual target time.
- Unfair or inconsistent interpretation by Contractors, or MOD staff, of accommodation 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.

**0704. Out of scope.** There are several accommodation related matters that are out of scope of the SSSA complaints process, as they are either outside of the powers, or are covered by other processes. If a complaint is submitted regarding one of these matters, then the Stage 1 response should include details of the relevant process that needs to be followed. The matters that are out of scope include, but are not limited to:

- **Policy.** While the interpretation of SSSA policy can be dealt with through the complaints process, specific challenges of policy should be submitted through the chain of command to the appropriate single Service Housing Colonel, in accordance with the process detailed in Chapter 1, Para 0104.
- **Allowances.** Any accommodation related allowances, including Home to Duty, Get You Home, Disturbance Expenses, and Food and Incidentals Allowance, are covered by the Casework and Appeals process detailed in JSP 752 - Tri-Service Regulations for Expenses and Allowances, Part 1.

**0705. SSSA Complaints Procedure (UK).** The three stage complaints process for SSSA is summarised as follows:

- Stage 1 – Complaint.** Where a matter occurs that requires the SSSA occupant to raise a complaint it should be submitted to the Substitute Contractor. The circumstances will be investigated and the contractor will then seek to resolve the complaint.
- Stage 2 – Complaint.** Only when the Stage 1 process has been completed and the case closed, can a Stage 2 complaint be submitted to DIO Accommodation. Only matters raised within the Stage 1 complaint, or directly related to the handling of the complaint, will be considered at Stage 2. Any additional matters should be submitted as a separate Stage 1 Complaint. The DIO will conduct an appropriate investigation and then seek to resolve the complaint. If required advice and information should be sought from independent experts.
- Stage 3 – Review.** Once the Stage 2 process has been completed and the case closed, a Stage 3 review request can be submitted to the Accommodation

Complaints Review Secretariat, within Defence People-Accommodation. They will assess if there is a requirement for a review and then compile any relevant information. They will then present the case for review by the Accommodation Complaints Review Panel. The Panel will normally conduct its business by email and it is chaired by Head People-Accommodation and comprises an OF5 or above representative from the complainants Service<sup>33</sup> and an OF5 or equivalent representative from DIO Accommodation. Cases that are assessed as not requiring a review or outside the scope of Stage 3 will be responded to directly by the Secretariat.

**0706. Powers of redress.** Complainants should be clear in their submission as to the redress they are seeking as resolution to the complaint. The powers of redress available through the SSSA complaints process vary at each stage, as follows.

- a. **Stage 1.** The contractor can provide whatever redress they deem appropriate to resolve the complaint, which could include an apology, commitment to resolve the matters within a set timescale or even financial compensation.
- b. **Stage 2.** DIO Accommodation can only provide the redress if it is within the scope of the substitute contract. They can, and will, seek to resolve matters for the complainant, but if the resolution is outside of the contract then they have no ability to direct the contractor to carry out a specific action, such as the payment of financial compensation.
- c. **Stage 3.** The Review Panel has the power to consider where policy may, or may not have been interpreted correctly and provide appropriate redress. However, outside of this its powers to direct specific redress are also limited to the scope of the substitute contract.

**0707. Compensation.** While the contractor can offer financial compensation as part of any redress at Stage 1, neither Stage 2 nor Stage 3 has the power to direct either the payment of compensation or an increase to an offer that has been made. Equally neither Stage 2 nor Stage 3 has any delegated authority to pay compensation. Therefore, if the redress sought is financial compensation then, in the stage 2/3 response, complainants will be directed to submit any claim to:

MOD Claims  
3rd Floor, Zone H&I, MOD Main Building  
Whitehall  
London  
SW1A 2HB

**0708. Submission.** The following are the different methods and information that is required to be submitted at each stage of the complaints process:

- a. **Stage 1.** Complaints can be submitted either by calling the Substitute Contractor's Helpdesk or by emailing their customer service team. Full details of the matter should be provided as well as the desired outcome or remedy being sought.

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<sup>33</sup> Normally the single Service Housing Colonel.

b. **Stage 2.** There are two ways of submitting a Stage 2 complaint, which are:

(1) **Online.** Through the electronic form available via the DIO page<sup>34</sup> on the Defence Intranet.

(2) **Letter.** By writing to the DIO Customer Service Team, DIO Accommodation, Ground Floor, Mail Point No. 4, Swales Pavilion, RAF Wyton, Cambridgeshire PE28 2EA and including the following information:

- The stage 1 complaint reference number.
- Your name, full postal address and telephone number.
- The SSSA address relating to your complaint.
- Why you are not happy with the result of your stage 1 complaint.
- The desired outcome or remedy you are seeking.

c. **Stage 3.** By writing to Accommodation Complaints Review Panel Secretariat, People Accommodation, Ministry of Defence, Floor 6, Zone N, Main Building, Whitehall, London, SW1A 2HB and including the following information:

- The stage 1 and 2 complaint reference numbers.
- Your name, full postal address and telephone number.
- The SSSA address relating to your complaint.
- Why you are not happy with the outcome of the stage 2 complaint.
- The desired outcome or remedy you are seeking.

d. **Timings.** To effectively deal with complaints, it is necessary for them to be considered as close as possible to the date of the matter arising. Therefore, complaints are to be submitted within the timings detailed in the table below. Complaints submitted outside these timings will only be considered if there are clear extenuating circumstances, such as deployments, training etc. Accepting complaints outside of these timings will be assessed on a case-by-case basis.

	<b>Submission within</b>
<b>Stage 1</b>	28 working days of the incident <sup>35</sup>
<b>Stage 2</b>	28 working days from receipt of the Stage 1 response
<b>Stage 3</b>	28 working days from receipt of the Stage 2 response

**Complaint Submission Timings**

<sup>34</sup> <http://defenceintranet.diif.r.mil.uk/Organisations/Orgs/DIO/Organisations/Orgs/Pages/OperationsAccommodation.aspx>

<sup>35</sup> If the complaint is related to a culmination of events/matters, then it should be submitted within 28 days of the last event.

**0709. Complaint Handling.** Each stage of the complaints process should be dealt with expeditiously, but this should not be at the expense of matters being properly investigated and given full consideration. Complaints should all be handled as follows:

a. **Response Timings.** Complainants should be kept informed through out the progress of their complaint and the following response timings should be followed wherever possible:

	<b>Acknowledgement within</b>	<b>Response, or update, within</b>	<b>Subsequent updates, if required</b>
<b>Stage 1</b>	3 working days	15 working days	5 working days
<b>Stage 2</b>	3 working days	15 working days	5 working days
<b>Stage 3</b>	5 working days	28 working days	10 working days

b. **Out of Scope Assessment.** Where the scope of the complaint is outside the remit of the complaints process, this should be clearly identified at the earliest opportunity and communicated to the complainant to avoid any delay in them finding resolution.

c. **Return to Stage 1.** Where it is identified at Stage 2 that a complaint has not been dealt with satisfactorily or handled correctly in accordance with the contract, then it can be returned to Stage 1. In such cases complainants are to be formally notified in writing of this decision with a clear explanation of why the complaint is being returned to Stage 1. The response timings above for Stage 1 then apply. If the complaint is still not resolved, then the complainant can resubmit the complaint to Stage 2. As part of this process DIO also provide the contractor with clear direction and guidance on the actions they need to take to resolve the issue and manage the complaint. This process forms a key part of the governance and assurance of Stage 1 complaints.

d. **Escalation.** Where a case cannot be satisfactorily resolved at the current Stage, but it could be resolved at a later Stage, then it can be agreed to escalate it directly to the next Stage. Prior agreement needs to be sought from either DIO (Stage 2) or Defence People-Accommodation (Stage 3) before a case can be escalated and the complainant is to be formally notified of this decision. Once escalated the response times of that Stage then apply.

e. **Redress Sought.** Where the redress sought is outside the powers of the complaints process, while each Stage must ensure there is a full investigation and every attempt is made to resolve the matters, complaints should be dealt with quickly to ensure rapid progress to Service Complaint.

f. **Closure.** At each stage of the process a formal written response is required to close the complaint. The process for closing complaints varies at each stage, as follows:

- (1) **Stage 1.** Complaints should not be closed until the restorative action agreed by the Contractor has been completed.
- (2) **Stage 2.** Complaints are closed with a formal written response from DIO Accommodation, which will include details of the next stage if the complainant is dissatisfied with the response.
- (3) **Stage 3.** The review is completed with a formal written response from either the Review Secretariat or the Chair of the Review Panel.

g. **Reopening Complaints.** Where it is identified that the restorative action agreed as part of the closure at any stage of the complaints process has not been completed then the complaint should be reopened at the appropriate Stage. In such circumstances, there is no time limit for the internal reopening of a case, but action should be taken to complete the restorative action as quickly as possible.

**0710. Assurance of Complaints Handling.** The assurance of complaints at each stage of the process is carried out as follows:

- a. **Stage 1.** There are formal contractual processes in place to provide assurance of Stage 1 complaints by the contractor. These include: regular holding to account meetings; monthly 10% audit checks; and authorisation/review of time relief arrangements. In addition, any evident issues or trends are subject to ad hoc risk based DIO audits. In addition, the DIO Performance & Assurance Team conduct an annual EM02 Management Process Audit on Customer Services, as well as ongoing governance/assurance checks on the Stage 1 Complaints process.
- b. **Stage 2.** The chain of command in DIO Accommodation is responsible for assuring the effective delivery of Stage 2 of the complaints process. This is undertaken through regular audits of outstanding and closed Stage 2 complaints. In addition, for any cases that progress to Stage 3 how the complaint has been handled will be considered and if required recommendations for improvements will be made.
- c. **Stage 3.** The chain of command in MOD People-Accommodation is responsible for assuring the effective delivery of Stage 3 of the complaints process. In addition, for any cases that progress to Service Complaint how the complaint has been handled will be considered and if required recommendations for improvements will be made.

**0711. Assurance of Outcomes.** At each stage of the complaints process there should be a process for ensuring the delivery of the outcomes of the complaint. At Stage 1 this should be detailed in the relevant contract. At Stages 2 and 3 it is set out in the appropriate Terms of Reference.

**0712. Summary.** The SSSA complaints process is intended to ensure matters are dealt with fairly, effectively and in a timely manner. Its successful delivery is reliant upon effective communications at each Stage and complainants should be kept informed throughout the process.

**0713. SSSA Complaints Procedure (Overseas).** Complaints relating to SSSA overseas should be raised in accordance with local processes. Any matters that remain unresolved after completion of the local process can be submitted for a Stage 3 – Review, in accordance with Para 0630c.