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 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.

To acknowledge the importance of our people in operational capability, I am delighted to announce that the pilot of the Future Accommodation Model (FAM) will test how Defence can offer an accommodation subsidy to more of our personnel, providing a diverse and modern accommodation offer based on need.

The FAM pilot will offer a choice of subsidised accommodation options either at or within an appropriate distance from the duty unit. These options will include Service Family Accommodation (SFA), Single Living Accommodation (SLA), renting a property in the Private Rental Sector (PRS) and maintaining your own home (MOH); either through supporting personnel into home ownership or the ability to rent privately in a geographic location of their choosing. The pilot will deliver real choice on how and with whom our personnel wish to live, regardless of their rank or relationship status.

JSP 464 Volume 4 is the authoritative policy and guidance for the provision of the FAM pilot within the UK.

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

How to use this JSP
1. JSP 464 Volume 4 Part 1 provides policy direction for the provision of the Future Accommodation Model (FAM) pilot in the United Kingdom. The policy contained within this JSP has been equality and diversity impact assessed in accordance with Departmental policy. This JSP will be reviewed at least annually.

2. This JSP Part 1 – Directive provides direction that must be followed, in accordance with statute or policy mandated by Defence or on Defence by Central Government. Relevant e-learning about FAM is available on the Defence Learning Environment (DLE). A summary of this JSP can be found via the “Future Accommodation Model: what you need to know” page on www.gov.uk.

Coherence with other Defence Authority Policy and Guidance
3. Where applicable, this document contains references 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.

<table>
<thead>
<tr>
<th>Related JSPs</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>JSP 464 Vol 3 Part 1 - Directive</td>
<td>Tri Service Accommodation Regulations – CAAS and 4TG.</td>
</tr>
<tr>
<td>JSP 464 Vol 3 Part 2 - Guidance</td>
<td>Tri Service Accommodation Regulations – CAAS and 4TG.</td>
</tr>
<tr>
<td>JSP 752</td>
<td>Tri Service Regulations for Expenses and Allowances</td>
</tr>
<tr>
<td>JSP 752 - FAM Supplement</td>
<td>Tri Service Regulations for Expenses and Allowances – FAM Supplement</td>
</tr>
<tr>
<td>JSP 754</td>
<td>Tri Service Regulations for Pay</td>
</tr>
</tbody>
</table>

Further Advice and Feedback – Contacts
4. The owner of this JSP is People-Accommodation. 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:

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Project focus</th>
</tr>
</thead>
<tbody>
<tr>
<td>People Accommodation</td>
<td>Sponsor</td>
</tr>
<tr>
<td>FAM Policy</td>
<td></td>
</tr>
<tr>
<td>Section</td>
<td>Page</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>Preface</td>
<td>3</td>
</tr>
<tr>
<td>How to use this JSP</td>
<td>3</td>
</tr>
<tr>
<td>Coherence with other Defence Authority Policy and Guidance</td>
<td>3</td>
</tr>
<tr>
<td>Further Advice and Feedback – Contacts</td>
<td>3</td>
</tr>
<tr>
<td>I - Contents</td>
<td>4</td>
</tr>
<tr>
<td>II - Principles of Document</td>
<td>10</td>
</tr>
<tr>
<td>III - Responsibility, Governance and Challenges to Policy</td>
<td>10</td>
</tr>
<tr>
<td>IV - Abbreviation Glossary</td>
<td>11</td>
</tr>
<tr>
<td>1 Accommodation Options - Eligibility and Entitlement</td>
<td>13</td>
</tr>
<tr>
<td>Chapter 1 - Eligibility and Entitlement</td>
<td>14</td>
</tr>
<tr>
<td>Section I - Pilot Sites</td>
<td>14</td>
</tr>
<tr>
<td>0101. Pilot Site Eligibility</td>
<td>14</td>
</tr>
<tr>
<td>0102. Length of Service eligibility</td>
<td>15</td>
</tr>
<tr>
<td>Section II - SP Entitlement and Eligibility</td>
<td>15</td>
</tr>
<tr>
<td>0103. SP Entitlement</td>
<td>15</td>
</tr>
<tr>
<td>0104. Non-entitlement</td>
<td>16</td>
</tr>
<tr>
<td>0105. SFA Eligibility</td>
<td>16</td>
</tr>
<tr>
<td>0106. SFA Ineligibility</td>
<td>16</td>
</tr>
<tr>
<td>0107. Surplus SFA Eligibility</td>
<td>16</td>
</tr>
<tr>
<td>0108. SLA Eligibility</td>
<td>17</td>
</tr>
<tr>
<td>0109. PRS Eligibility</td>
<td>17</td>
</tr>
<tr>
<td>0110. MOH Eligibility</td>
<td>17</td>
</tr>
<tr>
<td>0111. MOH Ineligibility</td>
<td>17</td>
</tr>
<tr>
<td>0112. Forces Help To Buy (FHTB)/Long Service Advance of Pay (LSAP) Schemes</td>
<td>17</td>
</tr>
<tr>
<td>Section III – Children</td>
<td>17</td>
</tr>
<tr>
<td>0113. Child/ren - Eligibility</td>
<td>17</td>
</tr>
<tr>
<td>0114. Entitled Children</td>
<td>17</td>
</tr>
<tr>
<td>0115. Acceptable Evidence</td>
<td>19</td>
</tr>
<tr>
<td>Section IV - Transitional Protection (TP)</td>
<td>20</td>
</tr>
<tr>
<td>0116. TP Entitlement</td>
<td>20</td>
</tr>
<tr>
<td>0117. TP Non-entitlement</td>
<td>21</td>
</tr>
<tr>
<td>0118. TP - Pilot Site Entitlement</td>
<td>22</td>
</tr>
<tr>
<td>0119. TP - Change of Circumstances Mid-assignment</td>
<td>22</td>
</tr>
<tr>
<td>Section V - Final Tour of Duty</td>
<td>24</td>
</tr>
<tr>
<td>0120. Final Tour of Duty (FTOD)</td>
<td>24</td>
</tr>
<tr>
<td>2 The PRS Option</td>
<td>25</td>
</tr>
<tr>
<td>Chapter 2 - The PRS Option</td>
<td>27</td>
</tr>
<tr>
<td>Section I - Eligibility to the PRS</td>
<td>27</td>
</tr>
<tr>
<td>0201. Guiding Principles</td>
<td>27</td>
</tr>
<tr>
<td>Section II - Rental Payment</td>
<td>28</td>
</tr>
<tr>
<td>0202. Rental Payment (RP)</td>
<td>28</td>
</tr>
<tr>
<td>0203. Core Payment (PRS)</td>
<td>28</td>
</tr>
<tr>
<td>0204. Geographic Payment</td>
<td>28</td>
</tr>
<tr>
<td>0205. Rental Payment (RP) Bands</td>
<td>29</td>
</tr>
<tr>
<td>0206. FAM Non-applicability of current Allowances</td>
<td>29</td>
</tr>
<tr>
<td>0207. Dual Serving Military SP.</td>
<td>29</td>
</tr>
</tbody>
</table>
Section III - Renting a Property & Understanding the Entitled Benchmark Cost...31
0208. Guiding Principles/Aim ..................................................31
0209. Renting above Entitled Benchmark Cost ................................31
0210. Renting below Entitled Benchmark Cost ...............................31

Section IV – Renting in the PRS – SP Responsibilities ..........................31
0211. SP responsibilities .................................................................31
0212. Sharing in the PRS ............................................................32
0213. RP when sharing in the PRS .................................................33
0214. Tenancy Agreements when sharing in the PRS .........................33
0215. Early Surrender Relief (ESR) when sharing in the PRS ..........33

Section V - PRS Relocation ................................................................34
0216. Relocation .........................................................................34
0217. Eligible relocations ............................................................34
0218. Non-qualifying moves .........................................................35
0219. Relocation Cost - limitations ..............................................35
0220. Property Sourcing ..............................................................36
0221. Income Tax and National Insurance Contributions (NICs) on Property Sourcing ..............................................................36
0222. FAM Deposit Plus One Month’s Rent ..................................36
0223. Income Tax and National Insurance Contributions (NICs) on FAM Deposit plus one month’s rent ........................................38
0224. Rental Advance .................................................................38
0225. Income Tax and National Insurance Contributions (NICs) on the Rental Advance .................................................................38
0226. Rental Advance in Lieu of Guarantor ....................................39
0227. Income Tax and National Insurance Contributions (NICs) on Rental Advance in Lieu of Guarantor ............................................39
0228. FAM expenses (Transaction Costs) .......................................39
0229. Income Tax and National Insurance Contributions (NICs) on FAM expenses (Transaction Costs) .........................................................40
0230. Early Surrender Relief (ESR) ..............................................40
0231. Income Tax and National Insurance Contributions (NICs) on ESR Early Surrender Relief (ESR) .........................................................40
0232. Accommodation Cost Overlap .............................................41
0233. Income Tax and National Insurance Contributions (NICs) on Accommodation Cost Overlap ........................................................41

Section VI – Additional Support for the PRS ........................................42
0234. Guiding Principles ............................................................42
0235. PRS Sourcing Support .......................................................42
0236. PRS Sourcing and Contracting Support ..............................44

Section VII – Adapted Properties ..........................................................44
0237. Sourcing a Specially Adapted Property in the PRS .................44

Section VIII – Notice to Leave/Vacate/Quit or Eviction from a PRS property ..........................................................45
0238. PRS - Notice to Leave/Vacate/Quit or Eviction ......................45
0239. Fault reasons for the Notice to Leave/Vacate/Quit or Eviction 45
0240. Non-Fault reasons for the Notice to Leave/Vacate/Quit or Eviction 46

Section IX - Change of Circumstances ..................................................46
0241. Principles ...........................................................................46
0242. Increase in number of children ..............................................46
0243. Decrease in number of children ............................................47
0244. On entering into Marriage, Civil Partnership or LTR(E) ........47
0245. Estrangement/Divorce/Separation ........................................47
3 The SFA Option

Chapter 3 - The SFA Option

Section I - Eligibility for SFA

0301. Eligibility

0302. SFA Prioritisation

Section III - SFA Allocation

0303. Allocation

0304. Charging

Section IV - Existing Allowances

0305. Existing Allowances

Section V - SFA by Appointment

0306. SFA by Appointment

Section VI - Substitute SFA (SSFA)

0307. Substitute SFA

Section VII - Surplus SFA

0308. Surplus SFA Eligibility

4 The SLA Option

Chapter 4 - The SLA Option

Section I - Eligibility to SLA

0401. SLA Eligibility

0402. SLA Waiver

0403. SLA at pilot site with SFA Retention at previous duty station (non-pilot site)

Section II - SLA Charges

0406. SLA Charging

Section IV - Substitute SLA (SSSA)

0407. SSSA Allocation

5 The 'Maintain Own Home' Option

Chapter 5 - The 'Maintain Own Home' Option

Section I - Maintain Own Home - Eligibility

0501. Eligibility

Section II - Payments under the MOH Option

0502. Core Payment (MOH)

0503. Use of Forces Help To Buy (FHTB) or Long Service Advance of Pay (LSAP)

0504. Dual Serving Military SP

Section III - Relevant Allowances

0505. Relevant Allowances

Section IV - Change of Circumstances

0506. Guiding Principles

6 Moving off the Pilot/Moving from a Pilot Site

Chapter 6 - Moving off the Pilot/Moving from a Pilot site

Section I - Preserved Rights (PR)

0601. Eligibility
<table>
<thead>
<tr>
<th>Annex</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>1.9 Rental Payment Structure – Benchmark Cost</td>
<td>90</td>
</tr>
<tr>
<td>J</td>
<td>1.10 Dual Serving Military SP – RP breakdown comparison to 2 SP (not in a relationship) and SP in a relationship with a civilian</td>
<td>91</td>
</tr>
<tr>
<td>K</td>
<td>1.11 Renting below Entitled Benchmark Cost – the FAM Gainshare approach</td>
<td>92</td>
</tr>
<tr>
<td>L</td>
<td>1.12 Accommodation Cost Overlap Policy</td>
<td>93</td>
</tr>
<tr>
<td>M</td>
<td>1.13 Complaint/Application to Review Form</td>
<td>94</td>
</tr>
</tbody>
</table>
# Table of Amendments

This JSP Volume 4 Part 1 was first published on 31 May 2019.

<table>
<thead>
<tr>
<th>Version</th>
<th>Chapters Affected</th>
<th>Dated</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>-</td>
<td>31 May 2019</td>
</tr>
<tr>
<td>1.1</td>
<td>Various</td>
<td>30 September 2019</td>
</tr>
</tbody>
</table>
II - Principles of Document
This draft Future Accommodation Model (FAM) Pilot Joint Service Publication (JSP) provides direction on the Pilot Policy for the FAM. It applies solely to eligible Service personnel (SP) assigned to UK FAM pilot sites and for the duration of the FAM Pilot period, commencing 30 September 2019. This policy is subject to change throughout the pilot period as are the eligibility criteria. Unless clearly stated otherwise within this pilot policy it is assumed that extant accommodation policy detailed in JSP 464 Volumes 1 – 3 still applies.

III - Responsibility, Governance and Challenges to Policy
Responsibility for Policy
Chief of Defence People (CDP) is responsible for the formulation of Defence living accommodation policy and delegates the lead to Director Armed Forces People Policy (AFPPol-D), 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 Colonels¹.

Governance
Volume 4 to JSP 464 is the overarching and definitive policy source document for the FAM pilot. Sponsorship and periodic review of the policy is vested in People-Accommodation. Any review or changes are considered through the FAM pilot governance process which includes representation from the single Services, Joint Force Command and Defence Infrastructure Organisation. Any significant changes will need to be considered and agreed at the appropriate level, which will be determined by Hd Accom.

Challenges to Policy
Service personnel should raise any challenges relating to FAM pilot policy direct to People-Accommodation. The challenge must detail clearly the issue; any change being sought and the justification for the changes, including any issue of potential discrimination. The challenge will be judged to determine if either the interpretation of FAM pilot policy is correct and/or where they perceive that the policy should be amended.

To Note: Complaints on the delivery of accommodation during the FAM pilot should be raised through the complaints process as detailed in Chapter 8.

¹ Navy - Navy NPS-PeopleE SPT DACOS, Army - Army PersCap-PersSvcs-AH, RAF- Air-COSPers-Del Com Spt DACOS.
### Abbreviation Glossary

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFPP</td>
<td>Armed Forces People Programme</td>
</tr>
<tr>
<td>AFPRB</td>
<td>Armed Forces Pay Review Body</td>
</tr>
<tr>
<td>APF</td>
<td>Accommodation Preference Form</td>
</tr>
<tr>
<td>BIK</td>
<td>Benefit In Kind</td>
</tr>
<tr>
<td>CAAS</td>
<td>Combined Accommodation Assessment System</td>
</tr>
<tr>
<td>CDP</td>
<td>Chief of Defence People</td>
</tr>
<tr>
<td>CILOCT</td>
<td>Charge in Lieu of Council Tax</td>
</tr>
<tr>
<td>CO</td>
<td>Commanding Officer</td>
</tr>
<tr>
<td>CoC</td>
<td>Chain of Command</td>
</tr>
<tr>
<td>CP</td>
<td>Core Payment</td>
</tr>
<tr>
<td>DBS</td>
<td>Defence Business Services</td>
</tr>
<tr>
<td>DE</td>
<td>Disturbance Expense</td>
</tr>
<tr>
<td>DH</td>
<td>Decent Homes</td>
</tr>
<tr>
<td>DIO</td>
<td>Defence Infrastructure Organisation</td>
</tr>
<tr>
<td>DMB</td>
<td>Discover My Benefits</td>
</tr>
<tr>
<td>ESR</td>
<td>Early Surrender Relief</td>
</tr>
<tr>
<td>FAD</td>
<td>Future Availability Date</td>
</tr>
<tr>
<td>FAM</td>
<td>Future Accommodation Model</td>
</tr>
<tr>
<td>FHTB</td>
<td>Forces Help To Buy</td>
</tr>
<tr>
<td>FIA</td>
<td>Food and Incidentals Allowance</td>
</tr>
<tr>
<td>FTOD</td>
<td>Final Tour of Duty</td>
</tr>
<tr>
<td>FTRS(FC)</td>
<td>Full Time Reserve Service (Full Commitment)</td>
</tr>
<tr>
<td>GYT(T)</td>
<td>Get You Home (Travel)</td>
</tr>
<tr>
<td>HC</td>
<td>Housing Colonel</td>
</tr>
<tr>
<td>HDT</td>
<td>Home to Duty Travel</td>
</tr>
<tr>
<td>HMRC</td>
<td>Her Majesty's Revenue and Customs</td>
</tr>
<tr>
<td>HMT</td>
<td>Her Majesty's Treasury</td>
</tr>
<tr>
<td>ITEPA</td>
<td>Income Tax (Earnings and Pensions) Act</td>
</tr>
<tr>
<td>JPA</td>
<td>Joint Personnel Administration</td>
</tr>
<tr>
<td>JSP</td>
<td>Joint Service Publication</td>
</tr>
<tr>
<td>LSAP</td>
<td>Long Service Advance of Pay</td>
</tr>
<tr>
<td>LTR</td>
<td>Long Term Relationship</td>
</tr>
<tr>
<td>LTR(E)</td>
<td>Long Term Relationship (Established)</td>
</tr>
<tr>
<td>LTR(R)</td>
<td>Long Term Relationship (Registered)</td>
</tr>
<tr>
<td>MOD</td>
<td>Ministry of Defence</td>
</tr>
<tr>
<td>MOH</td>
<td>Maintain Own Home</td>
</tr>
<tr>
<td>MSPE</td>
<td>Movement and Storage of Personal Effects</td>
</tr>
<tr>
<td>NHPHD</td>
<td>National Housing Prime Help Desk</td>
</tr>
<tr>
<td>NICs</td>
<td>National Insurance Contributions</td>
</tr>
<tr>
<td>OF</td>
<td>Officer</td>
</tr>
<tr>
<td>OR</td>
<td>Other Rank</td>
</tr>
<tr>
<td>PAYE</td>
<td>Pay As You Earn</td>
</tr>
<tr>
<td>PC</td>
<td>Personal Contribution</td>
</tr>
<tr>
<td>Abbreviation</td>
<td>Description</td>
</tr>
<tr>
<td>--------------</td>
<td>-------------</td>
</tr>
<tr>
<td>PR</td>
<td>Preserved Rights</td>
</tr>
<tr>
<td>PRS</td>
<td>Private Rental Sector</td>
</tr>
<tr>
<td>PSA</td>
<td>PAYE Service Agreement</td>
</tr>
<tr>
<td>PStat Cat</td>
<td>Personnel Status Category</td>
</tr>
<tr>
<td>QRes</td>
<td>Qualifying Residence</td>
</tr>
<tr>
<td>RAF</td>
<td>Royal Air Force</td>
</tr>
<tr>
<td>REM</td>
<td>Remuneration</td>
</tr>
<tr>
<td>RLE(NB)</td>
<td>Refund of Legal Expenses (New Buyer)</td>
</tr>
<tr>
<td>RM</td>
<td>Royal Marines</td>
</tr>
<tr>
<td>RN</td>
<td>Royal Navy</td>
</tr>
<tr>
<td>RP</td>
<td>Rental Payment</td>
</tr>
<tr>
<td>RWA</td>
<td>Residence at Work Address</td>
</tr>
<tr>
<td>SFA</td>
<td>Service Family Accommodation</td>
</tr>
<tr>
<td>SLA</td>
<td>Single Living Accommodation</td>
</tr>
<tr>
<td>SP</td>
<td>Service Person/Service personnel</td>
</tr>
<tr>
<td>SPR</td>
<td>Selected Place of Residence</td>
</tr>
<tr>
<td>SSFA</td>
<td>Substitute Service Family Accommodation</td>
</tr>
<tr>
<td>SSSA</td>
<td>Substitute Service Single Accommodation</td>
</tr>
<tr>
<td>T&amp;S</td>
<td>Travel and Subsistence</td>
</tr>
<tr>
<td>TDLS</td>
<td>Tenancy Deposit Loan Scheme</td>
</tr>
<tr>
<td>TDP</td>
<td>Tenancy Deposit Protection</td>
</tr>
<tr>
<td>TP</td>
<td>Transitional Protection</td>
</tr>
<tr>
<td>UIN</td>
<td>Unit Identification Number</td>
</tr>
<tr>
<td>Unit HR</td>
<td>Unit Human Resources</td>
</tr>
</tbody>
</table>
1 Accommodation Options - Eligibility and Entitlement

Index

SECTION I - PILOT SITES
Para 0101 - Pilot Site Eligibility
0102 - Length of Service eligibility

SECTION II - SP ENTITLEMENT AND ELIGIBILITY
Para 0103 - SP entitlement
0104 - Non-entitlement
0105 - SFA Eligibility
0106 - SFA Ineligibility
0107 - Surplus SFA Eligibility
0108 - SLA Eligibility
0109 - PRS Eligibility
0110 - MOH Eligibility
0111 - MOH Ineligibility
0112 - Forces Help to Buy (FHTB)/Long Service Advance of Pay (LSAP) Schemes

SECTION III - CHILDREN
Para 0113 - Child/ren - Eligibility
0114 - Entitled Children
0115 - Acceptable Evidence

SECTION IV - TRANSITIONAL PROTECTION (TP)
Para 0116 - TP Entitlement
0117 - TP Non-entitlement
0118 - TP – Pilot Site Entitlement
0119 - TP – Change of Circumstances Mid-assignment

SECTION V - FINAL TOUR OF DUTY
Para 0120 - Final Tour of Duty (FTOD)
Chapter 1 - Eligibility and Entitlement

Section I - Pilot Sites

0101. Pilot Site Eligibility
All entitled Service personnel (SP) serving at a Future Accommodation Model (FAM) Pilot site (as detailed in Para 0103) will be accommodated under the FAM model. FAM includes the options of Service Family Accommodation (SFA), Single Living Accommodation (SLA), Private Rental Sector (PRS) or Maintaining Own Home (MOH). SP already serving at a pilot site at the point of FAM rollout will not be obliged to take up an alternative accommodation offer mid-assignment unless they choose to do so. SP already renting a property within 50 miles of their pilot site at point of rollout can choose to transfer onto FAM and obtain the Rental Payment applicable to their entitlement\(^2\). Voluntary mid-assignment moves will be self-funded\(^3\), with the exception of new home ownership (see Chapter 5 Section III Para 0505.). All SP meeting the pilot eligibility criteria are entitled to SLA at their duty station or to the MOH option. SP meeting the pilot eligibility criteria are able to state a preference for either SFA or PRS via the FAM Accommodation Preference Form (APF). Further information on submitting an APF can be found via the "Future Accommodation Model: what you need to know" page on [www.gov.uk](http://www.gov.uk). Where possible accommodation will be allocated to meet the SP preference; however, this will be subject to availability and, therefore, either SFA or PRS may be allocated.

Not all SP at a pilot site will be able to access the full suite of FAM accommodation options. This is dependent on eligibility. Where SP do not meet the FAM pilot eligibility criteria, accommodation will be in accordance with current accommodation policy detailed within extant JSP 464 Vols 1 and 2.

To be eligible for the FAM pilot, SP must meet the following conditions:

\[\text{a. Already assigned to one of the eligible UINs or Permanent Unit locations within a pilot site at the point of FAM ‘go-live’, or be assigned to one of the eligible sites after the rollout of the pilot at that site. Pilot eligibility is determined by the Unit Identification Numbers (UINs) plus Permanent Unit Location on Joint Personnel Administration (JPA). SP assigned to a FAM site after pilot rollout will be notified of eligibility via their Assignment Order. SP already assigned to a pilot site at point of rollout can check their UIN and Permanent Unit location eligibility through their local FAM cell.}\]

and

\[\text{b. Have 12 months or more of expected remaining service at the pilot site, as determined by the SP’s Future Availability Date (FAD) of greater than 12 months on JPA. SP with an Assignment Order to leave the pilot site within 12 months are excluded from the pilot. (SP moving onto a FAM accommodation}\]

\(^2\) This will be deemed as voluntary/choice based PRS and will not attract TP. SP will be entitled to the RP band attributable to their circumstances IAW Chapter 2, Section II, Para 0205 and Annex C. Where necessary, SP will be required to evidence their LTR(E) status IAW JSP 464 Vol 1, Part 1, Chapter 1, Section V and eligible child dependants IAW JSP 464 Vol 4, Chapter 1, Section III.

\(^3\) See Chapter 2, Section V and JSP 752 FAM Supplement.
option and then unexpectedly given notice to move within the first 12 months are eligible to retain their FAM eligibility when re-assigned. Further details can be found in Chapter 6, Section I, Para 0601 c.)

or

c. For SP whose FAD does not meet the qualifying assignment length criteria, eligibility can be considered if in receipt of a future assignment order confirming re-assignment to the same FAM Pilot Site4.

0102. Length of Service eligibility
All SP under the age of 18 are not eligible for the FAM pilot. SP in their ‘Early Years’ of service and SP with less than four years’ length of service from the date of enlistment are also not eligible for the FAM pilot:

a. ‘Early Years’ is defined as Phase 1 and Phase 2 training. (To Note: SP in Phase 2 training with greater than four years’ length of service may be granted approval in exceptional circumstances. This is subject to meeting all other FAM eligibility criteria and is at the discretion of the Chain of Command.)

b. SP with less than four years’ length of service from their date of enlistment will not be eligible for the FAM pilot, but will remain entitled to the existing accommodation offer detailed within JSP 464 Vols 1 and 2.

Service Personnel who have completed their early years and who have four or more years’ length of service will be eligible for all accommodation options available within FAM pilot policy JSP464 Vol 4.

To Note: Where there has been a break in service career, any previous service that can be evidenced by the SP will count towards the four year length of service criteria.

Section II - SP Entitlement and Eligibility

0103. SP Entitlement
UK Regular and FTRS(FC) SP meeting the conditions detailed in Para 0101 who are assigned to a UK FAM Pilot site will be entitled to subsidised accommodation from one of the FAM options available during the pilot5. Entitled SP are eligible for accommodation options including SFA, SLA, PRS or MOH. SP entitled to FAM do

4 SP with less than 12 months to serve who are in receipt of an assignment order to another location that is part of the FAM pilot cannot take up FAM at the existing assigned FAM site. SP will be able to enter FAM at their new assigned location. Only SP with 12 months or more expected remaining service may enter FAM at an existing FAM site.

5 The FAM pilot applies solely to FAM pilot sites and for the duration of the pilot period. FAM pilot policy is subject to change throughout the pilot period, as are the eligibility criteria.
not have a particular entitlement to any one accommodation option. Entitled SP may be eligible for one or more of the accommodation options as detailed in Paras 0105 – 0111.

0104. Non-entitlement
For the purpose of the FAM pilot, only those SP detailed at Para 0103 are entitled to subsidised accommodation under FAM. All other SP groups or cohorts are excluded from the FAM pilot.

0105. SFA Eligibility
To be eligible for SFA, SP must first be eligible for the FAM pilot (see Para 0101) and also meet one of the following criteria:

a. Be entitled under existing accommodation policy; JSP 464, Vol 1, Part 1, Chapter 3, Section 1.

or

b. Be in a recognised established Long Term Relationship (LTR(E)) in accordance with extant accommodation policy on Long Term Relationships as detailed within JSP 464 Vol 1 Part 1 Chapter 1 Paras 0116-0117. No entitlement exists to FAM accommodation, or supporting payments or allowances, based on the LTR status until established LTR(E) status is approved and recorded on the SP’s personnel record on JPA.

or

c. Be responsible for an entitled child/ren as detailed within Para 0114.

To Note: SP are responsible for notifying Defence about a change in their personal circumstances. If the SP’s circumstances change and they are no longer in a recognised relationship, they must inform their Unit within 14 days in accordance with extant LTR policy.

0106. SFA Ineligibility
Single SP without children are not eligible for SFA (with the exception of surplus SFA – see Para 0107), either as sole or multiple occupants of the property. During the pilot SP who are not married, in a civil partnership or in an LTR(E) and do not have any eligible children (Para 0114) will be eligible for SLA, PRS or MOH, but not eligible for SFA.

0107. Surplus SFA Eligibility
Single SP assigned to a FAM pilot site remain eligible to apply for surplus SFA in accordance with extant accommodation policy detailed in JSP 464 Vol 1 Part 1 Chapter 9.

---

6 SP already renting within 50 miles of their pilot base upon FAM rollout at their assigned unit may remain in the rented property and claim the relevant Rental Payment so long as they meet the pilot eligibility criteria. See also Para 0101.
0108. SLA Eligibility
SLA remains available to all SP assigned to a FAM pilot site in accordance with extant accommodation policy detailed in JSP 464 Vol 2, Part 1, Chapter 3, Section 1. If there is insufficient SLA available to meet demand at a pilot location, Substitute Service Single Accommodation (SSSA) will be offered.

0109. PRS Eligibility
SP meeting the FAM pilot eligibility criteria (see Para 0101) and SP entitlement (Para 0103) are eligible to state a preference for the PRS.

0110. MOH Eligibility
Eligibility for the MOH option during the FAM pilot is dependent on when the property was purchased or rented and where the property is located in respect to the SP’s pilot site. To be eligible for the MOH option, SP must first be eligible for the FAM pilot (see Para 0101) and meet one the criteria stipulated within Chapter 5 Section I Para 0501.

0111. MOH Ineligibility
Prior to the FAM start date at a pilot site, SP assigned to that pilot site who already own a home that is WITHIN 50 miles of the pilot site, where the home is designated and lived in as the SP’s Selected Place of Residence (SPR) are not eligible for the MOH option of FAM.

0112. Forces Help To Buy (FHTB)/Long Service Advance of Pay (LSAP) Schemes
SP who have purchased their SPR or Residence at Work Address (RWA) using the Forces Help To Buy (FHTB) or Long Service Advance of Pay (LSAP) schemes must continue to comply with FHTB and LSAP policy as laid down in JSP 464 Vol 1, Part 1, Chapter 12 (FHTB) and JSP 752, Chapter 5, Section 7 (LSAP).

Section III – Children

0113. Child/ren - Eligibility
Only entitled child/ren as outlined in Para 0114 will be eligible for accommodation payments and associated allowances. The burden of proof and production of evidence demonstrating entitled child/ren falls on the SP. Children of a LTR(E) partner can be registered/established at the same time as the long term relationship in accordance with extant accommodation policy on LTRs and children of LTRs as detailed within JSP 464 Vol 1 Part 1 Chapter 1 Paras 0116-0117 and 0119-0120.

0114. Entitled Children
Children of SP who are eligible for FAM (in accordance with Paras 0101 and 0103) are entitled to accommodation if they meet the criteria at sub Paras a. and b. below:

---

7 SPR is defined as a residence other than a (RWA).
8 Permanently resident children of SP with PStat Cat2 status remain entitled in accordance with extant accommodation policy. Additional visiting children of PStat Cat 2 SP for greater than 80 nights per annum must meet the policy criteria detailed within this section in order to be eligible.
9 Acceptable evidence is detailed at Para 0115. This evidence must confirm the child/ren meet the criteria at a. and b. in Para 0114.
a. Are a child, defined as:

(1) a legitimate or legitimated child or step-child;

or

(2) a child statutorily adopted;

or

(3) a child of the family\textsuperscript{10} of either the SP or the LTR(E) partner.

or

(4) a fostered child of the SP or the LTR(E) partner

and

(5) who is below the age of majority (18 years). If over that age, a son or daughter must be 24 years or under, unmarried or not in a civil partnership and in receipt of full-time education at a school, college or university (studying for a first degree only), or be out of full-time education for up to one year between secondary education and further education,

and

(6) who is ordinarily anticipated to be resident with the SP for over 80 nights per calendar year (SP in PStat Cats 1, 2\textsuperscript{11}, 3, 4 – refer to Acceptable Evidence Para 0115).

To Note: SP in PStat Cat 5 who are able to demonstrate acceptable evidence of child visitation for greater than 80 nights in accordance with Para 0115 must update their JPA record to PStat Cat 3 in order to be eligible.

b. Are Another Dependent Child, defined as:

(1) a child who is 18 years old or over,

and

(2) is normally resident with the SP,

\textsuperscript{10} Child of the family is a legal term meaning any other child who is being brought up in the household of the husband/wife/civil partner at their expense or was so being brought up immediately before the spouses/civil partners were estranged, separated by legal order, divorced or the civil partnership was dissolved or before the death of the husband, wife or civil partner.

\textsuperscript{11} Permanently resident children of SP with PStat Cat2 status remain entitled in accordance with extant accommodation policy. Additional visiting children of PStat Cat 2 SP for greater than 80 nights per annum must meet the policy criteria detailed within this section in order to be eligible.
and

(3) who is certified by a medical authority to be suffering from physical or mental infirmity (requiring long term or permanent care).

or

(4) a fostered child.

To Note: For the purpose of the FAM pilot, only those children listed within Para 0114 are entitled to accommodation support under FAM. SP demonstrating acceptable evidence of entitled children do not automatically become eligible to cohabit. SP must achieve LTR(E) status in accordance with extant policy (JSP 464, Vol 1, Part 1) for a partner to be recognised for cohabitation in MOD subsidised accommodation.

0115. Acceptable Evidence

SP who do not have primary parental responsibility for the child may be able to demonstrate entitlement for a child who is resident with them for more than 80 nights per calendar year (Para 0114 a. (6) refers). SP wishing to demonstrate entitlement for children who are not permanently resident must complete the form ‘Application for recognition of child visitation for greater than 80 nights per calendar year’ at Annex A and produce policy compliant evidence to their Unit HR to be signed off by an appropriate authorising officer. The evidence must demonstrate both legal parentage and that residential visitation of the child meets the required greater than 80 nights per calendar year. Where the visitation cannot be evidenced through the production of a legal document, SP are required to sign a written declaration. One piece of evidence must be provided from both criteria in sub Paras a. and b. below:

a. Evidence of parentage through production of:

(1) The child’s birth certificate evidencing the SP as the parent of the child,

or

(2) Adoption certificate, evidencing the SP as the legal adoptive parent of the child.

or

(3) A Statutory Declaration of Acknowledgement of Parentage12 form, evidencing the SP as the parent of the child.

or

(4) A Parental Responsibility Agreement13 with the child’s mother, evidencing the SP as the parent of the child.

---

(5) A Parental Responsibility Order\textsuperscript{14} from a court, evidencing the SP as the parent of the child.

and

b. \textbf{Evidence of qualifying residential visitation} by the child through the production of either:

(1) A custody agreement, or other legal documentation, confirming the SP has overnight residential visitation of the child for the required greater than 80 nights per calendar year.

or

(2) Where no legal arrangement exists between the SP and the parent with primary responsibility for the child/ren, a signed declaration must be made by the SP, affirming that the child is resident overnight with them for the required greater than 80 nights per calendar year.

The burden of proof and production of evidence falls on the SP.

To Note: SP are responsible for notifying Defence about any change in their personal circumstances affecting this entitlement. If a change in circumstance results in the child/ren no longer visiting for greater than 80 nights per annum, they must inform their Unit within 14 days of the change occurring.

\section*{Section IV - Transitional Protection (TP)}

\textbf{0116. TP Entitlement}

There will be some SP who experience a reduction in entitlement under FAM. To protect from any sudden changes in the accommodation offer these SP are eligible for TP. This protection preserves the existing level of entitlement for the duration of the FAM pilot, but will be reviewed at the project’s Main Gate and is therefore subject to change beyond the pilot period.

All current serving Regular and FTRS (FC) SP are in scope for TP regardless of whether they have previously exercised their entitlement to subsidised Defence accommodation. TP eligibility will depend on the extant entitlement of SP, the FAM accommodation option preference requested and whether the preferred option or an alternative accommodation option is provided. Extant entitlement is mapped to a FAM Rental Payment (RP) Band entitlement, details of which can be found within Annex F. Eligibility will be determined by the date the SP is assigned to the pilot location. SP are eligible for TP when they meet one of the following criteria:

\footnote{\url{https://www.gov.uk/government/publications/form-c1-application-for-an-order}}
a. where SP would experience a disadvantage in SFA under FAM eligibility compared to their existing entitlement/s within extant JSP 464 accommodation policy.

or

b. when SP with existing entitlement to accommodation within extant JSP 464 accommodation policy are allocated the PRS option against their preference.

or

c. when SP maintain an alternative SPR and utilise SLA at their duty station, when either of the following apply:

(1) the entitled type and grade of SLA exceeds the value of the core payment

or

(2) SP are allocated, against their preference, a type of SLA above entitlement that attracts a charge greater than the value of the core payment.

TP for SLA will be provided through application of the SLA waiver.

0117. TP Non-entitlement

SP will not be eligible for TP (as set out in Para 0116) in the following scenarios:

a. SP who voluntarily choose the PRS option.

b. SP who voluntarily choose to occupy SLA above their scaled type and grade of SLA\(^\text{15}\), greater than the value of the core payment.

c. SP who are newly eligible for SFA, PRS or MOH options under FAM.

d. SP who have opted out. In order to retain TP it must be applied continuously whilst at a FAM site. SP choosing to enter the PRS option as their preference are deemed to have opted out of TP and are not eligible for return to TP in the future. On return to SFA at a FAM site, SP in this category would be allocated SFA in accordance with Chapter 3 Section III Para 0303 b.\(^\text{16}\)

---

\(^{15}\) As detailed in JSP 464, Vol 2.

\(^{16}\) TP must be continuous when assigned to a pilot site. SP who experience a break in FAM due to assignment to a non-FAM site, who then subsequently return to a FAM site will be entitled once again to TP.
TP - Pilot Site Entitlement
TP entitlement will apply to SP meeting the criteria stipulated in Para 0116 in the following scenarios:

a. SP assigned to, or already serving at a pilot site (in accordance with Para 0101) who are either:

(1) allocated SFA,

or

(2) allocated the PRS against their preference.

Annex B provides further detail on Transitional Protection, by SP cohort and FAM Accommodation type

TP - Change of Circumstances Mid-assignment
On change of SP circumstance during assignment at a FAM pilot site, entitlement to TP will apply as follows:

a. Marriage/Civil Partnerships
SP who marry or form a Civil Partnership mid-assignment will become ‘currently entitled’ to accommodation in accordance with extant JSP 464, Vol 1 and therefore entitled to TP. This change is immediate upon marriage or formation of the Civil Partnership. The SP’s Rental Payment (RP) (See Chapter 2 Section II Para 0202) will be altered according to accommodation type as follows:

(1) SFA – SP can request SFA at the new TP entitled level, but the move will not be publicly funded. (In accordance with JSP 752– Non-qualifying moves.)

(2) PRS – If SP requested PRS as their preference, TP will not apply. If the SP preference was for SFA, but only PRS was offered then TP will apply, but the move will not be publicly funded. Early Surrender Relief (ESR) cannot be claimed for non-service related mid-assignment moves. SP are responsible for payment of rent until the next break, or termination point, of the tenancy agreement.

b. Family Size
When family size increases mid-assignment, resulting in an increase of entitlement under extant JSP464 accommodation policy, the TP entitlement level will alter immediately according to:

(1) SFA – SP can request SFA at the new entitlement and the move will be publicly funded.18

---

17 Further detail on ESR can be found at Para 0230.
18 Mid tour moves are funded for Service reasons or where accommodation entitlement changes due to promotion or a change in the size of the immediate family. (Source: JSP 464 Vol 1 Part 1 Chapter 4 Section VIII).
(2) **PRS** – The RP will be re-calculated immediately to reflect the change in number of children. If SP requested PRS as their preference, TP will not apply. If the SP preference was for SFA, but only PRS was offered then TP will apply and any move required will be publicly funded. ESR cannot be claimed for non-service related mid-assignment moves. SP are responsible for payment of rent until the next break, or termination point, of the tenancy agreement.

When the family size decreases mid-assignment there is no expectation for SP to move mid-assignment. TP will continue at the previous entitlement and no change will take effect until the next move or assignment, whichever is the earliest. (See also Chapter 2, Section IX).

c. **Change in Rank** –

When SP are promoted mid-assignment entitlement level to TP will alter immediately according to:

1. **SFA** – SP can request SFA at the new entitlement according to rank and the move will be publicly funded.

2. **PRS** – If SP requested PRS as their preference, TP will not apply. If the SP’s preference was for SFA, but only PRS was offered then TP will apply, the RP will be re-calculated and any move required would be publicly funded. Early Surrender Relief cannot be claimed for non-service related mid-assignment moves. SP are responsible for payment of rent until the next break, or termination point, of the tenancy agreement.

3. **SLA** - When SP are promoted in-situ, resulting in a change in SLA entitlement; where SP are moved, not by choice, to an SLA accommodation greater than the core payment value, they are disadvantaged by the removal of the SLA waiver and in this instance TP would apply.

d. **Divorce/Separation** –

When SP separate mid-assignment the existing reconciliation process and time periods will apply as detailed in extant JSP 464 Part 1 Chapter 7 Section V Para 0715. If this results in permanent separation or divorce, the SP’s status will be re-assessed in accordance with JSP 752 Chapter 2 Section 2. If the SP is considered single, TP will no longer apply and eligibility will be applied as follows:

1. **SFA**

   **Without Children**: As a single person the SP is no longer entitled to occupy SFA and TP will no longer apply. SP will be expected to vacate SFA in accordance with extant accommodation policy JSP 464 Vol 1 Chapter 7 Section V.

   **With Children**: If the SP retains responsibility for any children (meeting the policy conditions detailed in Chapter 1 Section III Para 0114) they will retain entitlement to occupy SFA. The SP remains entitled to TP and able to remain in the SFA.
Without Children: As a single person TP will no longer apply and the RP will be re-calculated on the new marital status. ESR cannot be claimed for non-service related mid assignment moves. However, where the change in marital status falls within an initial fixed tenancy period, the RP will continue at the higher rate until the first point at which the tenancy can be severed. For further detail on Divorce/Separation in the PRS see Chapter 2, Section IX, Para 0245.

With Children: If the SP retains responsibility for any children (meeting the policy conditions detailed in Chapter 1, Section III, Para 0114) the RP will not be affected. The SP remains entitled to TP and eligible for a RP relative to their family size.

e. Death of SP
Following the death of the SP there is no expectation for the bereaved partner and/or family to move mid-assignment. Support will continue at the current Transitionally Protected entitlement and is dependent upon the type of FAM accommodation occupied. For detailed guidance refer to policy section:

(1) PRS - Chapter 2, Section IX, Para 0246.
(2) SFA – refer to existing JSP 464 policy for SFA
(3) SLA – refer to existing JSP 464 policy for SLA
(4) MOH - Chapter 5, Section IV, Para 0506 b.

f. Death of Spouse, Civil Partner or LTR(E) Partner
Following the death of a spouse, civil partner or LTR(E) partner there is no expectation for the SP to move mid-assignment. Support will continue at the current Transitionally Protected entitlement and is dependent upon the type of FAM accommodation occupied. For detailed guidance refer to policy section:

(1) PRS - Chapter 2, Section IX, Para 0247.
(2) SFA – refer to existing JSP 464 policy for SFA.

Section V - Final Tour of Duty

0120. Final Tour of Duty (FTOD)
SP will be entitled to FAM provided they have 12 months or longer on assignment to a pilot site (see Para 0101). FTOD allowance provision remains in accordance with extant policy laid down in JSP 752 Chapter 12, Section 5. Eligibility for FHTB during FTOD remains in line with extant policy eligibility defined in JSP 464 Vol 1 Chapter 12 Section 3 Para 1211.
# 2 The PRS Option

## Index

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SECTION I</strong></td>
<td><strong>ELIGIBILITY TO THE PRS</strong></td>
</tr>
<tr>
<td>Para 0201</td>
<td>Guiding Principles</td>
</tr>
<tr>
<td><strong>SECTION II</strong></td>
<td><strong>LOCATION OF SFA – INSIDE LONDON</strong></td>
</tr>
<tr>
<td>Para 0202</td>
<td>Rental Payment</td>
</tr>
<tr>
<td>0203</td>
<td>Core Payment (PRS)</td>
</tr>
<tr>
<td>0204</td>
<td>Geographic Payment</td>
</tr>
<tr>
<td>0205</td>
<td>Rental Payment Bands</td>
</tr>
<tr>
<td>0206</td>
<td>FAM Non-applicability of current Allowances</td>
</tr>
<tr>
<td>0207</td>
<td>Dual Serving Military SP</td>
</tr>
<tr>
<td><strong>SECTION III</strong></td>
<td><strong>RENTING A PROPERTY &amp; UNDERSTANDING THE ENTITLED BENCHMARK COST</strong></td>
</tr>
<tr>
<td>Para 0208</td>
<td>Guiding Principles/Aim</td>
</tr>
<tr>
<td>0209</td>
<td>Renting above Entitled Benchmark Cost</td>
</tr>
<tr>
<td>0210</td>
<td>Renting below Entitled Benchmark Cost</td>
</tr>
<tr>
<td><strong>SECTION IV</strong></td>
<td><strong>RENTING IN THE PRS – SP RESPONSIBILITIES</strong></td>
</tr>
<tr>
<td>Para 0211</td>
<td>SP Responsibilities</td>
</tr>
<tr>
<td>0212</td>
<td>Sharing in the PRS</td>
</tr>
<tr>
<td>0213</td>
<td>RP when sharing in the PRS</td>
</tr>
<tr>
<td>0214</td>
<td>Tenancy Agreements when sharing in the PRS</td>
</tr>
<tr>
<td>0215</td>
<td>Early Surrender Relief when sharing in the PRS</td>
</tr>
<tr>
<td><strong>SECTION V</strong></td>
<td><strong>PRS RELOCATION</strong></td>
</tr>
<tr>
<td>Para 0216</td>
<td>Relocation</td>
</tr>
<tr>
<td>0217</td>
<td>Eligible Relocations</td>
</tr>
<tr>
<td>0218</td>
<td>Non-qualifying moves</td>
</tr>
<tr>
<td>0219</td>
<td>Relocation Cost – limitations</td>
</tr>
<tr>
<td>0220</td>
<td>Property Sourcing</td>
</tr>
<tr>
<td>0221</td>
<td>Income Tax and National Insurance Contributions on Property Sourcing</td>
</tr>
<tr>
<td>0222</td>
<td>FAM Deposit Plus One Month’s Rent</td>
</tr>
<tr>
<td>0223</td>
<td>Income Tax and National Insurance Contributions on FAM Deposit Plus One Month’s Rent</td>
</tr>
<tr>
<td>0224</td>
<td>Rental Advance</td>
</tr>
<tr>
<td>0225</td>
<td>Income Tax and National Insurance Contributions on Rental Advance</td>
</tr>
<tr>
<td>0226</td>
<td>Rental Advance in Lieu of Guarantor</td>
</tr>
<tr>
<td>0227</td>
<td>Income Tax and National Insurance Contributions on Rental Advance in Lieu of Guarantor</td>
</tr>
<tr>
<td>0228</td>
<td>FAM expenses (Transaction Costs)</td>
</tr>
<tr>
<td>0229</td>
<td>Income Tax and National Insurance Contributions on FAM expenses (Transaction Costs)</td>
</tr>
<tr>
<td>0230</td>
<td>Early Surrender Relief</td>
</tr>
</tbody>
</table>
0231 - Income Tax and National Insurance Contributions on Early Surrender Relief
0232 - Accommodation Cost Overlap
0233 - Income Tax and National Insurance Contributions on Accommodation Cost Overlap

SECTION VI - ADDITIONAL SUPPORT FOR THE PRS
Para 0234 - Guiding Principles
0235 - PRS Sourcing Support
0236 - PRS Sourcing and Contracting Support

SECTION VII - ADAPTED PROPERTIES
Para 0237 - Sourcing a Specially Adapted Property in the PRS

SECTION VIII - NOTICE TO LEAVE/VACATE/QUIT OR EVICTION FROM A PRS PROPERTY
Para 0238 - PRS – Notice to Leave/Vacate/Quit or Eviction
0239 - Fault Reasons for the Notice to Leave/Vacate/Quit or Eviction
0240 - Non-Fault Reasons for the Notice to Leave/Vacate/Quit or Eviction

SECTION IX - CHANGE OF CIRCUMSTANCES
Para 0241 - Principles
0242 - Increase in number of children
0243 - Decrease in number of children
0244 - On entering into Marriage, Civil Partnership or LTR(E)
0245 - Estrangement/Divorce/Separation
0246 - Death of SP
0247 - Death of Spouse, Civil Partner or LTR(E) Partner
0248 - Change in Rank

SECTION X - PRS RETENTION DURING ABSENCE
Para 0249 - Guiding Principles
Chapter 2 - The PRS Option

Section I - Eligibility to the PRS

0201. Guiding Principles

SP assigned to a FAM pilot site meeting the FAM pilot criteria and SP entitlement conditions in Chapter 1, Section II, Para 0109 are eligible to state a preference for the PRS via the APF. (Further information on submitting an APF can be found via the “Future Accommodation Model: what you need to know” page on [www.gov.uk]) SP will be advised of their allotted accommodation route by the FAM cell. Where the preference is for PRS this will be subject to availability at the pilot site and therefore an alternative accommodation option may be allocated. Once confirmation is received of placement into the PRS accommodation route SP become entitled to the supporting PRS accommodation payments and provision detailed in this chapter at Section II, Paras 0202 – 0206 on the condition that:

a. The property rented is recorded as the Residence at Work Address (RWA)

b. The property rented is within 50 miles of the pilot site address19, calculated by the actual distance travelled by the most direct route as provided by ‘Google Maps’ which is an appropriate mileage assessment tool.20 Approval for distances exceeding 50 miles are by exception and at the discretion and approval of the Commanding Officer (CO). CO’s must be content that daily commuting is being performed from the PRS property and that the SP’s performance of their duties is not adversely affected by the long journey. Requesting permission to reside in a PRS property in excess of 50 miles reflects a personal choice and permission to rent in the PRS in excess of 50 miles does not automatically confer eligibility for any other allowance. If living in excess of 50 miles is contrary to the specific conditions required for other allowances, SP will remain ineligible for those allowances.

c. Timescales: The tenancy agreement start date cannot commence earlier than one month ahead of the reporting for duty date in the SP’s assignment order at the pilot location.

SP (unaccompanied or accompanied) are expected to secure PRS accommodation within three months from the date of placement into the PRS accommodation route21. For arrangements where SP have been unable to source a PRS property within the three month timescale, see Chapter 2, Section VI Para 0235.

To Note:

19 SP renting a home greater than 50 miles for their assigned unit may be eligible for support under the ‘MOH’ option detailed in Chapter 5.

20 The same route planner is to be used within a unit, as directed by their Chain of Command.

21 For further guidance on how the advance of deposit plus one month’s rent is managed beyond the three months, see Chapter 2, Section V, Para 0222.
SP already renting a property within 50 miles of their pilot site at point of rollout can choose to transfer onto FAM and obtain the Rental Payment applicable to their entitlement. SP choosing this option will be required to submit an APF to their FAM cell and await confirmation of acceptance onto the PRS option prior to requesting a FAM Rental Payment. SP choosing this option will not be entitled to any additional FAM payments associated with sourcing and securing a property as they already reside in their property.

SP already serving at a pilot site at the point of FAM rollout, who meet the pilot eligibility criteria at Para 0101, can opt into FAM and choose to move from their current accommodation into the PRS at their own expense. No Movement or Storage of Personal Effects (MSPE) or Disturbance Expense (DE) will be payable, IAW JSP 752 – FAM Supplement. SP choosing to move into the PRS will however be entitled to the FAM RP and supporting payments detailed in Chapter 2, Section II and Section V Paras 0222 – 0231. SP choosing to move into the PRS will not be entitled to TP.

**Section II - Rental Payment**

**0202. Rental Payment (RP)**
SP will receive the Core Payment (Para 0203), plus any entitled Geographic Payment (Para 0204) based upon their assigned location, relationship status and number of children. The combined amount of Core Payment plus Geographic Payment is known as the Rental Payment and from here on will be referred to as Rental Payment or RP. Rental Payment Bands are detailed in Para 0205.

**0203. Core Payment (PRS)**
The Core Payment is a fixed amount provided to SP to contribute towards accommodation costs. It does not vary according to site location and is also common to other accommodation options within the FAM pilot. SP on the PRS accommodation option are entitled to receive the Core Payment. Further information on the Core Payment can be found within Chapter 7, Section II, Para 0703.

**0204. Geographic Payment**
The value of the Geographic Payment varies by site location and the number of eligible children (Chapter 1 Section III Para 0114). The objective of the Geographic Payment is to equalise rental cost so that SP are neither advantaged or disadvantaged by differing rental prices across assigned locations. The Geographic Payment also includes an adjustment based on the average Council Tax in the vicinity of each site location to cover large variances in the Council Tax charge SP will be required to pay. Further information on the Geographic Payment can be found within Chapter 7 Section II Para 0704.

**To Note:** Core Payments, Geographic Payments and Rental Payments do not attract Income Tax and National Insurance Contributions (NICs). For more information see Chapter 7.

---

22 This will be deemed as voluntary/choice based PRS and will not attract TP. SP will be entitled to the RP band attributable to their circumstances IAW Chapter 2, Section II, Para 0205 and Annex C. Where necessary, SP will be required to evidence their LTR(E) status IAW JSP 464 Vol 1, Part 1, Chapter 1, Section V and eligible child dependants IAW JSP 464 Vol 4, Chapter 1, Section III.
0205. Rental Payment (RP) Bands
Rental Payments are segmented into Bands A – F. Band entitlement is defined by the relationship status and the number of eligible children. A table of entitled Rental Payment Bands can be found at Annex C.

0206. FAM Non-applicability of current Allowances
SP entering into the PRS option will NOT be provided with the following allowances:

a. Furniture provision - SP can choose a furnished or unfurnished PRS property.

b. Storage of personal effects

c. Food and Incidentals Allowance (FIA)

0207. Dual Serving Military SP
Dual serving military SP who are married, in a civil partnership or an established Long Term Relationship LTR(E) meeting the criteria detailed at Chapter 1, Section II, Para 0105 a. or b. will be entitled to a RP identical to the remunerative package of two SP sharing a property that are not in a relationship. However, to enable a relationship to be recorded on JPA and to administer the correct RP to each of the SP in a dual serving military couple, the use of primary SP and secondary SP status continues to be used in this area of policy. SP are able to self-nominate which SP in the relationship takes the primary and secondary status and are able to switch status in accordance with extant policy detailed within JSP 752 Chapter 2 Section 2. For further detail on the RP for two serving SP see Annex J.

RPs will be provided to dual serving military SP in a relationship in accordance with the following principles:

a. Only one RP (core payment plus geographic payment) will be paid per couple. A second core accommodation payment is only payable when the SP assigned secondary status incurs an additional charge for alternative accommodation over and above their Selected Place of Residence (SPR). If no alternative accommodation is required, or if there is nil charge for the alternative accommodation, then a second core payment will not be payable.

b. The SP nominated as primary status will be entitled to the full Rental Payment Band according to their FAM applicant status as detailed within Paras 0202, 0205 and Annex C. The SP attracting primary status must be assigned to a FAM pilot site and meet the eligibility conditions detailed in Chapter 1 Sections I and II. The property rented must be recorded on JPA as their RWA.

c. For the SP nominated with secondary status, entitlement to any additional FAM payment will depend on whether the secondary SP is assigned to a FAM pilot site or a non-FAM site as follows:

   (1) Assigned to a FAM pilot site:
(a) Where the secondary SP is co-located at the same FAM site as the primary SP, or assigned to another FAM site within 10 miles\textsuperscript{23} of the property rented by the primary SP, they are not entitled to receive any FAM subsidy. They are to record the property rented by the primary SP as their RWA on JPA.

(b) Where the secondary SP is assigned to a FAM site that is greater than 10 miles\textsuperscript{23} from the property rented by the primary SP they are entitled to choose between continuing to live in the property or receiving either a core payment (Para 0203) or a RP Band A (Annex C) to contribute towards alternative weeknight accommodation. (Where no charge is levied for the alternative accommodation there is no entitlement to additional FAM subsidy - see Para 0207, a.) The SP with secondary status will record their weeknight accommodation as their RWA on JPA and the property rented by the primary SP as their SPR.

(2) Assigned to a non-FAM site:

(a) Where the secondary SP is assigned to a non-FAM site within 10 miles\textsuperscript{23} of the property rented by the primary SP, they are not entitled to receive any FAM subsidy. They are to record the property rented by the primary SP as their RWA on JPA.

(b) Where the secondary SP is assigned to a non-FAM site 10 miles\textsuperscript{23} or greater from the property rented by the primary SP, they are entitled to SLA at their assigned non-FAM unit. The SP nominated secondary status will record their SLA as their RWA on JPA and the property rented by the primary SP as their SPR.

To Note: Where the SP with secondary status has previously been assigned to a FAM pilot site they will retain Preserved Rights (PR) to their FAM entitlement, even if this was not fully exercised in their own name due to previously adopting secondary status. Under PR, the secondary SP will receive an SLA waiver or a core payment at any future non-FAM site to which they are assigned.

d. Dual serving SP wishing to rent a property at the midway point between two sites must still comply with the distance and location policy within Para 0201 b.

\textsuperscript{23} Can be extended to 20 miles in exceptional circumstances and where the daily travel to duty station is agreed by the Local Service Commander. Housing Colonel approval is required for Local Service Commanders seeking their own provision out to 20 miles.
Section III - Renting a Property & Understanding the Entitled Benchmark Cost

0208. Guiding Principles/Aim
The Rental Payment Bands provide a subsidy enabling SP to rent a property that is reasonably obtainable on the open market and is broadly comparable to that of an equivalent entitled SFA property. In addition to the Rental Payment it is expected that SP also pay a contribution towards their accommodation of an amount broadly equivalent to the charge required to rent a comparable SFA property. The entitled Rental Payment band plus the SP contribution is referred to as the **Entitled Benchmark Cost**. SP contribution is the difference between the total rental cost payable and the entitled Rental Payment. More details on the Rental Payment structure can be found within Annex I.

0209. Renting above Entitled Benchmark Cost
SP placed into the PRS accommodation route are able to rent any property of their choosing. SP selecting to rent a property above the value of the Entitled Benchmark Cost are liable for meeting the additional cost as an SP contribution. (See Chapter 2, Section V, Paras 0219 and 0228 for further detail on cost limitations.)

0210. Renting below Entitled Benchmark Cost
SP placed into the PRS accommodation route are able to rent any property of their choosing. SP selecting to rent a property below the value of the Entitled Benchmark Cost will see a reduction in either or both their Rental Payment and their expected personal contribution; depending on the value of the rental agreement entered into. This is to ensure that any savings made are gainshared between the SP and Defence. A calculation specific to each SP situation can be obtained via the Discover My Benefits app (DMB). Further details on FAM gainshare can be found at Annex K.

Section IV – Renting in the PRS – SP Responsibilities

0211. SP responsibilities
When entering the PRS accommodation route, SP are expected to uphold certain responsibilities. These include, but are not limited to:

a. Be responsible for paying the total rent for the PRS property direct to the landlord or rental agent either solely or jointly with other named tenants to the tenancy agreement.

b. **In England**: SP should not enter into an initial tenancy agreement of longer than six months when first moving into a new PRS property. Where this is not possible, due to landlord or rental agency imposed restrictions, the initial tenancy agreement is to be no longer than twelve months with a six month break clause. At the end of the initial tenancy agreement SP are to ensure that any subsequent tenancy agreement includes a break clause with no more than one months’ notice required to be given by the SP. If, at the end of a tenancy period, the landlord

---

24 The SP’s Personal Contribution will take the form of direct payment to either a landlord or rental agency. It is not deducted from pay at source.
refuses to renew a tenancy through no fault of the SP, then this is deemed to be non-fault notice to vacate or eviction and the policy detailed in Chapter 2 Section VIII would apply.

**In Scotland:** The Private Residential Tenancy introduced on 1 December 2017 is an indefinite tenancy that does not include any end dates or break clauses. Tenants on existing short assured or assured tenancies wishing to transfer to FAM are to ensure their tenancy agreement includes a break clause with no more than one months' notice required to be given by the SP.

c. SP are not permitted to rent accommodation that they have previously owned, either solely, or jointly with an individual recognised by Defence as a spouse, civil partner or LTR(E) partner.

d. The accommodation rented must be a permanent, fixed address that attracts a Council Tax charge bearing the SP’s name. Evidence that the property attracts a Council Tax charge must be presented to the Unit HR once the SP has moved into the property in order for payment of the RP to continue.

e. SP considering renting in the PRS must ensure they fully understand the scope of their entitlement to RPs and under what circumstances they or Defence will cover any change in circumstances or rental costs. SP must familiarise themselves with the Entitled Benchmark Cost detailed in Section III to this chapter. SP who have chosen to rent a property below their entitled benchmark cost may be entitled to an increase in RP when they experience a rental cost increase. This will be capped at the upper limit of the entitled RP benchmark and may not cover the entire rental cost increase. A calculation specific to the SP circumstances can be obtained via the DMB. SP choosing to rent above, or at the upper limit of, their entitled benchmark do so at their own risk and will be liable for any increase in rent imposed by the landlord until such time that the RP entitlement is reviewed as part of the annual process. At which time SP may be entitled to an increase in Rental Payment if an uplift has occurred.

**0212. Sharing in the PRS**

SP have the choice to share with another person/s in the PRS that is not their spouse, civil partner or LTR(E) partner. SP may share with civilians and/or fellow serving SP. SP considering sharing a tenancy agreement on a property with others must do so with caution and ensure any agreement is entered into only after fully understanding the scope of their entitlement, the risks associated with a shared tenancy and the division of responsibilities between the SP individual and MOD should a tenancy be severed earlier than expected (see Paras 0214 – 0215). In addition to the policy, SP can find further guidance on sharing with others via e-learning on the Defence Learning Environment (DLE) which includes a module on living in the PRS.

---

25 Evidence must be in the form of a Council Tax bill. The bill must clearly show the address of the property which must match the address stated within the SP’s tenancy agreement.
0213. **RP when sharing in the PRS**

SP choosing to share in the PRS will be entitled to receive a RP in accordance with their sharing status. A table of entitled RP Bands can be found at Annex C. Further details on the supporting accommodation payments available can be found within this chapter at Section V.

0214. **Tenancy Agreements when sharing in the PRS**

SP sharing a dwelling with another tenant/s in the PRS that is not their spouse, civil partner or LTR(E) partner are to ensure there is a valid tenancy agreement in existence for the property on which they pay rent. This tenancy agreement is to include the names of all tenants renting the residence and they should all have an equal responsibility for the payment of the rent (both jointly and severally liable.) Evidence of the tenancy agreement, including the SP’s name and the amount of rent the SP is responsible for, must be produced to the Unit HR in order for payment of the entitled RP to be authorised. Where the tenancy agreement only stipulates the whole rent for the entire shared property then it is assumed that this rent is shared equally amongst all tenants named in the agreement. If this is not the case it remains the responsibility of the SP to provide documentary evidence that their share of the rent is less or greater than the other tenants. All tenants should also have an equal responsibility for the termination of a tenancy. In Scotland, the Private Residential Tenancy will only permit the termination of a tenancy if all joint tenants consent to this action being taken.

**To Note:** Adult dependent children **must not** be included on the tenancy agreement.

Reasonable expenses incurred by SP when adding or removing their name from a shared tenancy agreement will be covered by FAM Expenses (Transaction Costs) - see Chapter 2, Section V, Para 0146. Only reasonable costs incurred for the administrative change of name on the tenancy agreement will be reimbursed. Evidence detailing the charge made by the landlord, or letting agent, must be presented to the Unit HR for a claim under Transaction Costs to be authorised.

0215. **Early Surrender Relief (ESR) when sharing in the PRS**

A complexity of SP sharing in the PRS with civilians or other serving SP is that individuals will move in and out of shared properties at variable times throughout the tenancy agreement period. SP moving out of a shared property will be responsible for the removal of their name from the tenancy agreement and for paying rent up until their termination date and any other termination fees. Payment of ESR (see Chapter 2, Section V, Para 0230) to SP sharing in the PRS will be applied as follows:

a. MOD will meet the rental costs contractually incurred by the SP where Defence does not provide adequate notice of an assignment (resulting in the SP being unable to inform the landlord within the notice period required by the tenancy agreement), or if the assignment date falls within the month and the landlord demands full payment for the final month. The upper payment value of Early Surrender Relief is subject to the limitations detailed in Section V, Para 0219.

and

b. Prior to claiming ESR, SP are expected to make reasonable efforts to find a replacement tenant for their accommodation and share of the tenancy agreement. Using their best endeavours to do so; in line with the
expectations placed on civilian counterparts when exiting a shared property/tenancy agreement. SP successful in finding a replacement tenant are to provide evidence of this to their Unit HR. When SP are unable to find a replacement tenant, and providing that the tenancy agreement is in accordance with the criteria at Chapter 2, Section IV, Para 211, then ESR will be paid as follows:

(1) If the SP is within the first tenancy agreement period on the property, MOD will pay ESR up to the end of the initial tenancy agreement period or the six month break clause, whichever is soonest.

(2) In accordance with the SP tenancy responsibilities at Chapter 2, Section IV Para 0211, all tenancy agreements outside of the initial tenancy period are to contain a one month break clause. ESR is therefore limited to one month and will be paid up to the earliest point at which the break clause can be invoked.

(3) Payment of ESR will be subject to the relocation cost limitations detailed in Chapter 2 Section V Para 0219. Where SP have chosen to enter a shared tenancy agreement above their entitled benchmark cost, ESR will be paid up to 150% of the original benchmark cost for the RP band to which they are entitled. Liability for costs incurred above this fall to the SP. ESR is limited to the rental cost payable under the tenancy agreement and does not cover any other costs incurred such as termination of utility contracts.

To Note:
MOD will not provide ESR for personal choice moves.
MOD has no ESR responsibility for any civilians residing in the shared property.

Section V - PRS Relocation

0216. Relocation
SP requiring relocation from their PRS property may be able to claim reasonable relocation costs for receipted expenses depending on the reason for relocation, the notice period provided (for service moves) and the remaining term within their shorthold tenancy contract. Eligibility for relocation is dependent on all SP responsibilities being met in accordance with Chapter 2, Section IV, Para 0211. Relocations detailed at Paras 0217 and 0218 will not be supported in accordance with JSP 752 (FAM supplement.)

0217. Eligible relocations
SP are eligible for PRS relocation support when the relocation meets one of the qualifying move criteria below:

a. Service reason moves – where the SP is ordered in writing to move to a new place of duty to undertake a permanent assignment

or
b. **Change of Circumstances - mid-assignment moves**

   (1) Where there are compelling welfare, medical or compassionate reasons for a mid-assignment move approval should be sought from the Chain of Command.

   (2) Where Transitional Protection (Chapter 1, Section IV, Para 0119) applies and accommodation entitlement changes due to promotion or a change in the size of the immediate family, other than as a result of first setting up of home upon marriage, civil partnership or LTR(E). The SP must have an expectation of occupying the new property for at least six months.

   (3) **Non-fault evictions** (as defined in Chapter 2 Section VIII Para 0240)

or

   c. **Moves due to security concerns** - where the personal safety of SP is compromised in the private sector. Approval must be granted from the SP's Chain of Command for a move under this category. Further details can be found within JSP 752, Chapter 12, Section 4.

or

   d. **Moves from temporary accommodation** occupied as a result of requiring sourcing support (See Chapter 2, Section VI, Para 0235)

---

**0218. Non-qualifying moves**

Mid-assignment moves not covered within Para 0217 are considered ineligible for PRS relocation or any associated payments. Examples of ineligible moves include, but are not limited to:

   a. Unaccompanied Operational deployments where family of the SP are expected to remain in the rented property

   b. Re-assignment to the same site/location

   c. SP electing not to move on assignment

   d. Upon marriage, formation of a civil partnership or entry into a LTR(E) partnership

   e. SP choosing to move into the PRS mid-assignment

**To Note:** Moves following estrangement from a spouse/civil partner/LTR(E) partner will be in accordance with current policy detailed in JSP 752 Chapter 12 Section 4 Para 04.0412.

**0219. Relocation Cost - limitations**

Relocation payments are aimed at contributing towards any costs incurred by the SP due the requirement to remain mobile and the exigencies of service. Where SP have chosen to rent a property above the Entitled Benchmark Cost, the Department will
only cover costs up to 150% of the original Entitled Benchmark Cost for the RP Band to which the SP is entitled, (not 150% of the actual rent or Council Tax paid by the SP). Liability for costs incurred above 150% of the original benchmark cost will fall to the SP. Annex D provides a table of relocation scenarios and the relocation payments payable.

0220. Property Sourcing
SP placed into the PRS accommodation route, plus their immediate family are eligible to claim Travel and Subsistence (T&S), as detailed in the JSP 752 FAM supplement, to view and source rental property/ies. SP who source a PRS property themselves are eligible for seven working days authorised absence, of which T&S can be claimed for a maximum of four days. SP who have a property sourced on their behalf are eligible for five working days authorised absence, of which T&S can be claimed for a maximum of two days. (Further detail on additional sourcing and support can be found at Chapter 2 Section VI.) Sourcing events can be split and taken either as consecutive or separate visits. Where SP are granted additional days by their CO for property sourcing, these days also count as eligible sourcing days. Moves qualifying for Property Sourcing are detailed at Annex D. SP are entitled to one Property Sourcing event per assignment. Where SP are required to move mid-assignment for service reasons then an additional Property Sourcing event will be provided.

To Note: Any authorised absence for property sourcing in the PRS relates only to SP opting for PRS at a FAM pilot site or if SP are moving from a FAM pilot site to another FAM pilot site. If SP choose to rent on assignment to a non-pilot site then the rules in Chapter 3 of JSP 760 apply.

0221. Income Tax and National Insurance Contributions (NICs) on Property Sourcing.
In accordance with Income Tax (Earnings and Pensions) Act (ITEPA) 2003 Section 271 to 287 elements of Property Sourcing are taxable. Where required, tax and NICs will be met by MOD and paid by DBS under a PAYE Service Agreement (PSA) for:

a. Mid-assignment moves for Service reasons within the UK.
b. Final Tour of Duty moves within the UK.
c. Moves under the Army Over 37 Provision.
d. Any other UK move to a Residence at Work Address (RWA)

0222. FAM Deposit Plus One Month’s Rent
a. SP placed into the PRS accommodation route will be eligible for an advance of deposit plus one month’s rent to cover the up-front costs of renting a property in the PRS. The advance of deposit plus one month’s rent is a cash advance available to SP up to three months in advance of the SP’s report for duty date at a FAM pilot site, as detailed in their assignment order. This advance provides the SP with an appropriate sum of money enabling them to be a competitive prospective tenant within the private rental market, and to secure a property with the prompt payment of a deposit. When choosing to rent a property above the Entitled Benchmark Cost (Section III, Paras 0208-0209) SP must be mindful of the relocation cost limitations detailed within Para 0219 of this chapter. The advance of deposit plus one month’s rent comprises two elements:
(1) Deposit
This is to cover the deposit required by the landlord/rental agency, or an approved tenancy deposit scheme in Scotland, to secure a property and is to be held within a government recognised Tenancy Deposit Protection (TDP) scheme for the duration of the tenancy.

In England\textsuperscript{26}, the amount is capped to five weeks’ rent, where the annual rent in respect of the tenancy immediately after its grant, renewal or continuance is less than £50,000, or six weeks’ rent, when the value is £50,000 or greater.

In Scotland\textsuperscript{27}, a deposit is capped at no more than two months’ rent.

(2) An additional amount to cover a single month’s rent
This is to compensate SP where the rent is payable in advance, whilst the entitled Rental Payment is paid to SP in arrears at the end of the month. Without this additional amount an SP would be one month’s rent ‘down’ until they received their final rental payment.

b. When elements (1) and (2) are combined they are referred to as the ‘FAM deposit plus one month’s rent’ for which SP can apply using the i-expense system on JPA via self-service. To apply, SP will first require an estimate of how much advance they require to secure a rental property. Further details on how to calculate this amount and how to apply for an advance of deposit plus one month’s rent can be found via the Discover My Benefits app (DMB) and the “Future Accommodation Model: what you need to know” page on\textsuperscript{28}www.gov.uk\textsuperscript{29}.

c. Once SP have secured a property and a tenancy agreement is in place, SP must reconcile the amount provided to them under the advance of deposit plus one month’s rent and the actual costs incurred. SP are to produce their tenancy agreement to their Unit HR in order for this reconciliation to take place within 30 days of securing the tenancy\textsuperscript{28}. SP failing to reconcile and repay any unused advanced monies within 90 days of securing a tenancy will be subject to disciplinary procedures\textsuperscript{29}. The advance of deposit plus one month’s rent used by the SP to secure a tenancy is held on the SP’s pay record as an outstanding debt and repayment is deferred to the end of the tenancy period. SP wishing to repay the debt in advance may elect to do so in whole or via fixed instalments.

d. SP are to advise their Unit HR of the date their tenancy will terminate. Repayment of the advanced deposit plus one month’s rent debt can be deferred for up to six weeks following the tenancy termination date to allow a sufficient period for the deposit to be returned to the SP. Recovery of the deposit will be initiated at six weeks for the entire advance of deposit plus one month’s rent. In exceptional circumstances where SP have not received their returned deposit at the six week

\textsuperscript{26} Tenant Fees Act 2019, Schedule 1, Section 2.
\textsuperscript{27} Rent (Scotland) Act 1984, Section 90(3).
\textsuperscript{28} SP will be hastened to complete the reconciliation process by Unit HR at 30 days, 60 days and 90 days from the date of the advance.
\textsuperscript{29} Monies owed will be converted to a Crown Debt upon which the Service person may be required to pay interest from the date of breach until the final recovery of all sums outstanding.
point, SP can request the debt be deferred for a further agreed period. Agreement to defer recovery of the deposit plus one month’s rent beyond six weeks is at the discretion of Unit HR and is considered on a case by case basis.

e. Rollover of Deposit from one tenancy agreement to another is not permitted (for a new tenancy agreement on a different property). Where two tenancy periods overlap, each tenancy agreement is treated in isolation. Multiple tenancies can run concurrently for up to one month (or three months by exception) – see Accommodation Cost Overlap in Chapter 2, Section V Para 0232. On vacating a property at the end of a tenancy agreement the deposit plus advanced rent must be repaid. A new advance of deposit plus one month’s rent can be requested to secure a tenancy on a new property.

To Note: The FAM advance of deposit plus one month’s rent described within this section is a separate advance to the extant Tenancy Deposit Loan Scheme (TDLS) as detailed in JSP 754), which is still in existence and remains available.

0223. Income Tax and National Insurance Contributions (NICs) on FAM Deposit plus one month’s rent.
In accordance with ITEPA 2003 Section 180, FAM Deposit plus one month’s rent will attract an individual liability to tax (because such an advance is classed by HM Revenue and Customs (HMRC) as being a beneficial loan) if the average amount outstanding on this and any other beneficial loans during a tax-year exceeds £10,000. The amount liable to tax equates to the notional interest that would have been paid by the recipient had they taken the loan from a commercial lender (a rate set by HM Treasury). Where applicable, tax is normally collected by adjusting the individual’s PAYE tax code.

0224. Rental Advance
To be eligible for the Rental Advance SP must be in receipt of an assignment order for a FAM pilot site. SP placed into the PRS accommodation route will be eligible for a Rental Advance when the commencement of their entitled Rental Payments cannot be aligned with the timescales required to commence payment of rent to the landlord/rental agency. This may be for reasons such as, but not limited to; short notice assignments, JPA processing times, payroll submission deadlines - which would result in the Rental Payment not reaching the SP in time to commence payment of rent.

Rental Advances can be requested in multiples of whole month full rental costs payable to the landlord/rental agency, but not part months. The Rental Advance is limited to a maximum of six months. The Rental Advance is to be paid back over the same number of months as the number of months Rental Advance taken, i.e. A two month Rental Advance will be paid back by the SP over two consecutive months. Recovery of the advance will commence three months after SP submits the i-expense on JPA for the advance.

30 Deferral of repayment of the deposit can be authorised where the SP have to undertake legal action to recover the deposit from the landlord.
31 MOD will not cover the costs of securing the return of a deposit from a landlord or rental agency and the deposit advance will still be repayable to the MOD.
0225. Income Tax and National Insurance Contributions (NICs) on the Rental Advance.
In accordance with ITEPA 2003 Section 180, Rental Advance will attract an individual liability to tax (because such an advance is classed by HM Revenue and Customs (HMRC) as being a beneficial loan) if the average amount outstanding on this and any other beneficial loans during a tax-year exceeds £10,000. The amount liable to tax equates to the notional interest that would have been paid by the recipient had they taken the loan from a commercial lender (a rate set by HM Treasury). Where applicable, tax is normally collected by adjusting the individual’s PAYE tax code.

0226. Rental Advance in Lieu of Guarantor
SP unable to secure a tenancy agreement without a guarantor are eligible to request a Rental Advance in lieu of a guarantor, subject to this being accepted by their landlord/rental agency. The Rental Advance process is detailed in Para 0224. Moves qualifying for Rental Advance in Lieu of Guarantor are detailed at Annex D.

0227. Income Tax and National Insurance Contributions (NICs) on Rental Advance in Lieu of Guarantor.
In accordance with ITEPA 2003 Section 180, Rental Advance in Lieu of Guarantor will attract an individual liability to tax (because such an advance is classed by HM Revenue and Customs (HMRC) as being a beneficial loan) if the average amount outstanding on this and any other beneficial loans during a tax-year exceeds £10,000. The amount liable to tax equates to the notional interest that would have been paid by the recipient had they taken the loan from a commercial lender (a rate set by HM Treasury). Where applicable, tax is normally collected by adjusting the individual’s PAYE tax code.

0228. FAM expenses (Transaction Costs)
SP placed into the PRS accommodation route will be eligible to claim for FAM expenses to reimburse SP for reasonable transactional costs\(^{32}\) incurred during the arrangement and termination of their tenancy. Transaction Costs are expenses incurred by SP such as contract and administration fees payable to agents or landlords, normally defined as, but not limited to:

a. Referencing checks
b. Credit checks
c. Shorthold Tenancy Agreement fees
d. Shorthold Tenancy Agreement renewal fees
e. Amendment to contract fees
f. End of tenancy checkout fees (Payment for damage caused by the SP, or shortfall in the amount of deposit returned to the SP due to unsatisfactory

---

\(^{32}\) In Scotland, the only permissible charges are rent and a refundable deposit (not exceeding two months’ rent). All other charges are illegal and are not to be accepted.
standard of accommodation at check out is not covered by Transaction Costs.)

g. Early termination fees (Only payable in conjunction with Early Surrender Relief – to cover administration costs, in addition to rent, incurred by the SP which are not covered by the payment of ESR.)

h. Non-refundable costs incurred by the SP for tenancy arrangement fees that do not proceed to occupation of the property. Transaction costs can only be claimed in this event when the SP demonstrate that the tenancy could not proceed due to unforeseen service reasons.

SP can claim for reasonable Transaction Costs incurred, in arrears, by production of actual receipts to their Unit HR.

Fees associated with unpaid rent do not qualify for FAM Expenses (Transaction Costs). Moves qualifying for Transaction Costs are detailed at Annex D.

0229. Income Tax and National Insurance Contributions (NICs) on FAM expenses (Transaction Costs).

FAM expenses (Transaction Costs) are non-taxable. In accordance with ITEPA 2003 Section 271 to 287 elements of Disturbance Expense are taxable Where required, tax and NICs will be met by MOD and paid by DBS under a PSA for:

a. Mid-assignment moves for Service reasons within the UK.

b. Final Tour of Duty moves within the UK.

c. Moves under the Army Over 37 Provision.

d. Any other UK move to a RWA

0230. Early Surrender Relief (ESR)

SP meeting the tenancy agreement responsibilities detailed in Chapter 2 Section IV Para 0211 are eligible for Early Surrender Relief. MOD will meet the rental costs contractually incurred by the SP where one of the following applies:

a. SP are given an assignment order which does not enable the SP to inform the landlord within the notice period required by the tenancy agreement

b. SP are given an assignment order which requires them to terminate a tenancy mid-month and the landlord/rental agency demands full payment to the end of the final month of the tenancy.

The upper payment value of ESR is subject to the limitations detailed in Section V Para 0219. Council tax, utilities and other services are not covered by Early Surrender Relief; it is the responsibility of SP to cancel or transfer these to the new property. Early Surrender Relief is only payable for moves generated for service reasons, or where the personal safety of SP is compromised in the private sector.
ESR is not payable for the change in circumstance moves described within Section V Para 0217 item b. (2) and (3). Moves qualifying for ESR are detailed at Annex D. For ESR when sharing in the PRS, see Chapter 2 Section IV Para 0215.

To Note: MOD will not provide ESR for personal choice moves.

0231. Income Tax and National Insurance Contributions (NICs) on ESR.
In accordance with ITEPA 2003 Section 271 to 287 refunds of expenses incurred in respect of the ESR break costs are non-taxable.

0232. Accommodation Cost Overlap
SP are eligible for Accommodation Cost Overlap when in receipt of an assignment order requiring them to move and are unable to either align the termination of an existing tenancy agreement with the commencement of a follow on tenancy agreement on a new property, or are unable to align the move in date of SFA at the new location. Accommodation Cost Overlap is provided to enable SP to maintain two PRS properties for a period of up to one month (or three months by exception for schooling requirements or impending childbirth).

To Note: Accommodation Cost Overlap is not provided when SP choose to move from the PRS into a home they have purchased (either under the MOH option within FAM pilot policy, or by private arrangement.)

For Accommodation Cost Overlap to be approved, SP are to meet one of the following scenarios:

a. Accommodation Cost Overlap is required in order to secure a property one month ahead of the termination of an existing tenancy agreement when these cannot be aligned due to a high pressured private rental sector with rapid turnover and the ability to secure a property is necessary. Eligibility for Accommodation Cost Overlap for this reason is limited to one month and on a case by case basis, requiring CoC approval.

or

b. Obtain an address in advance of assignment from which to apply for a school placement for their child/ren.

or

c. Secure an address ahead of assignment allowing the family to move ahead of the SP to meet the start of a new school term.

or

d. Retain an existing address following assignment allowing the family of the SP to remain in the existing property and location until the end of a school term.

or

e. SP is served with a notice to leave, vacate or quit their rented property forcing them to move mid-assignment and they are unable to align the termination of the notice to leave/vacate/quit with the commencement of a
follow on tenancy agreement on the new property. Unit FAM cell approval will be required

or

f. Be expecting the birth of a child in accordance with Para 0242 a. (Birth of a Child) or Para 0242 d. (Pregnant Single SP). SP meeting this policy criteria are entitled to Accommodation Cost Overlap of up to three months.

SP will be responsible for paying the rent or SFA charge on the new property from the date of commencement of the tenancy agreement (PRS) or the licence to occupy (SFA). Defence will pay the SP the amount to cover the cost of the outgoing accommodation in accordance with Annex L. It remains the responsibility of the SP to continue to pay the monthly rent on the existing property until the end of tenancy/notice period.

The Accommodation Cost Overlap upper payment value at either property is subject to the limitations detailed in Section V Para 0219. Moves qualifying for Accommodation Cost Overlap are detailed at Annex D.

0233. Income Tax and National Insurance Contributions (NICs) on Accommodation Cost Overlap.

In accordance with ITEPA 2003 Section 271 to 287 refunds of expenses incurred in respect of the Accommodation Costs Overlap are non-taxable.

Section VI – Additional Support for the PRS

0234. Guiding Principles

All SP will be offered a minimum level of support when finding a rental property in the PRS via training packages, signposting to information and the local unit FAM Cell. This will be referred to as General Support. SP are to submit any additional information in their Accommodation Preference Form citing any specific circumstances or situations which may make them eligible for additional Limited Access Support.

‘Limited Access Support’ is the term used to define the further support available to SP in addition to General Support provided to all SP. Limited Access Support is provided under two categories;

   a. PRS Sourcing Support (Para 0235)
   or
   b. PRS Sourcing and Contracting Support (Para 0236)

Eligibility for Additional Support will be assessed on a case-by-case basis.

0235. PRS Sourcing Support

SP with special circumstances meaning they are unable to source accommodation for themselves in the PRS at their new assigned location are eligible for additional sourcing support when the following conditions are met:

33 Leave available to SP for sourcing a property in the PRS (Chapter 2 Section V Para 0220) is considered part of General Support.
a. SP is currently serving overseas
or
b. SP is currently serving on board a ship / submarine
or
c. SP has been given insufficient notice to move (e.g. is in receipt of an assignment order that prevents the SP from having time to source a property; or SP has been served with a notice to leave/vacate/quit/eviction notice by their landlord or rental agent requiring them to move out of the PRS accommodation; or the FAM cell has re-routed the SP from their preferred FAM accommodation option into the PRS option with insufficient time to source a property.)
or
d. SP is deployed on operations
or
e. SP selected PRS as their preference, but have been unable to find or secure a property in time for the start of their assignment, will be offered either;
(1) Sourcing support to continue searching the PRS, or
(2) Reallocating to the SFA route (where available), or
(3) Reallocating to SLA (if requested by the SP).

The additional support provided will be dependent upon the relationship status of the SP and whether the SP is moving to their new assigned location as accompanied or unaccompanied. Additional Support provided will follow either:

Unaccompanied SP will be offered three months temporary SLA at their new assignment location to allow sufficient time for the SP to independently source accommodation in the PRS themselves with the assistance provided under General Support.

or

Accompanied SP may be offered either:

a. Three months temporary SLA free of charge, at their new assignment location and temporary retention of their previous accommodation (where this meets existing accommodation retention policy criteria within JSP 464 Vol 1 Part 1 Chapter 7 Sect VIII) to allow sufficient time for SP to independently source accommodation in the PRS themselves, with the assistance provided under General Support.

or
b. If the offer of temporary SLA is rejected by the SP, where welfare SFA housing is available at the new assigned location this may be offered on a temporary basis to allow sufficient time for SP to independently source accommodation in the PRS themselves, with the assistance provided under General Support.

All SP requesting Sourcing Support must have approval from their Chain of Command.

---

34 Also often referred to as ‘Contact Housing’ or ‘Short Term Families Accommodation’.
To Note: For SP who have been unable to source a suitable PRS property within the policy timescales and are reallocated to SFA, where the only SFA offered is above entitlement, the SP will not be disadvantaged and the SFA charge applied will be the lower of:

**Entitled SFA Band for Charge** - CAAS Band A/B/C (assessed against the location factor of the occupied SFA)

or

**Occupied SFA Band for Charge** - CAAS Band for the actual property allocated.

0236. PRS Sourcing and Contracting Support
SP with special circumstances meaning they are unable to source and contract accommodation for themselves will be placed into the SFA accommodation route if SFA is available see 0235 e. If SFA is unavailable, the SP will be placed into SSFA. SP are eligible for this support when the following conditions are met:

a. Where SP have self-declared recognised financial restrictions (that cannot be overcome via use of the Rental Advance in Lieu of Guarantor support detailed in Chapter 2 Section V Para 0226),

or

b. Language barriers preventing the SP from cognisantly entering into a shorthold tenancy agreement,

or

c. For welfare reasons approved by Chain of Command and unit Welfare Officer.

All SP requesting Sourcing and Contracting Support must have approval from their Chain of Command. SP whose only barrier is a failed credit check are not eligible for Sourcing and Contracting Support, but should utilise the General Support available plus Rental Advance in Lieu of Guarantor support (Chapter 2 Section V Para 0226.). The FAM Cell will liaise with the SP’s Welfare/Chain of Command/Unit HR as necessary to establish the required Sourcing and Contracting Support.

Section VII – Adapted Properties

0237. Sourcing a Specially Adapted Property in the PRS
Where entry into the PRS is not appropriate and cannot be achieved, SP will be placed into the SFA accommodation route (or SLA where requested by the SP). MOD will not fund adaptations to PRS properties. SP requiring additional time to source an adapted property in the PRS will, where practicable, be eligible for temporary SLA for 3 months at their new assignment location, whilst retaining their previously adapted accommodation (where this meets existing accommodation retention policy criteria within JSP 464 Vol 1 Part 1 Chapter 7 Sect VIII). If after 3 months SP are unable to source a suitably adapted property in the PRS they are to

35 Daily rate and associated CILOCT rate.
36 Referred to in The Navy as the Royal Navy Royal Marines Welfare (RNRMW).
notify their FAM cell, who will re-route the SP into the SFA accommodation option. Extant accommodation policy for adapted SFA will then apply.

**Section VIII – Notice to Leave/Vacate/Quit or Eviction from a PRS property**

0238. **PRS - Notice to Leave/Vacate/Quit or Eviction**

Where SP are served, by their landlord or rental agency, with either a notice to leave or vacate; notice to quit or an eviction notice from their PRS property, MOD will ensure the SP (plus the SP’s family that resided within the PRS property) are supported in relocating to another property in line with entitlement and eligibility, see Chapter 2 Section V Para 0217. In Scotland, the landlord can only end the tenancy by serving a notice to leave using one of the 18 grounds for eviction.

In the event that SP are requested to leave/vacate their PRS property (either through fault or non-fault), SP are required to declare this immediately to both their local FAM Cell and Unit HR. This declaration is required prior to submitting a new Accommodation Preference Form to the FAM Cell for re-placement into a different accommodation route. SP must provide written correspondence from the landlord or rental agent citing the requirement to leave/vacate, plus any legal/court notices received in relation to an eviction notice (if applicable).

Where an eviction is subsequently found to be the fault of the SP, administrative procedures may be commenced against that SP to recover all costs incurred by MOD as a result (as detailed in Para 0239.) Where eviction/s are found to be at the fault of the SP, future access to the PRS option of FAM may be revoked at the discretion of the Commanding Officer.

MOD will not under any circumstances reimburse costs incurred by a SP securing the return of a deposit from a landlord or rental agency and the deposit advance will be repayable to the MOD irrespective of the reasons for termination of the tenancy agreement or whether it is ultimately recovered from the landlord by the SP. For repayment of deposit advance following a notice to leave/vacate/quit or eviction, see Chapter 2 Section V Para 0222 d. - e.

0239. **Fault reasons for the Notice to Leave/Vacate/Quit or Eviction**

Where it is established that the SP has been asked to leave/vacate or evicted from the property because of an action by the SP or a member of the household, entitlement to supporting payments will be decided on a case by case basis.

Where the reason for eviction is found to be the fault of the SP or member of their household recovery procedures may be commenced against the SP to recover costs incurred by Defence as a result. Costs considered for recovery are those relating to relocation, removals and disturbance expense incurred by MOD in order to move the SP and their possessions to alternative accommodation.

37 ‘Notice to Vacate’, ‘Notice to Quit’ or ‘Notice of Eviction’ can be in the form of a Section 8 or Section 21 notice (Or, in Scotland, a Section 11 or Section 33 notice for Short Assured Tenancies, or a ‘Notice to Leave’ for Private Residential Tenancies).

38 In accordance with The Private Housing (Tenancies) (Scotland) Act 2016.
Where the SP or their family have incurred costs payable to the landlord for damage caused by them, the SP is liable for payment of these costs\(^{39}\).

0240. Non-Fault reasons for the Notice to Leave/Vacate/Quit or Eviction

SP served with a notice to leave/vacate/quit or eviction notice through no fault of their own will not be financially disadvantaged and are entitled to a supported relocation in accordance with Chapter 2 Section V Para 0217 b. (3) and Annex D. It is the responsibility of the SP to continue paying rent for the notice period. For circumstances where the SP needs to move prior to the end of the required notice period, this must be approved by the unit FAM cell. (See policy on Accommodation Cost Overlap for evictions at Para 0232 e.) Once approved SP are able to enter into a new PRS tenancy agreement, overlapping the notice to leave/vacate/quit or eviction notice period for up to one month. SP are entitled to receive two concurrent Rental Payments for a maximum of one month, however rent due on the property from which the SP has been asked to leave/vacate/evicted from will be capped in accordance with the relocation costs limitations detailed in Chapter 2 Section V Para 0219.

Section IX - Change of Circumstances

0241. Principles

Change of circumstances must be reported to FAM cell. Where the SP’s circumstances change mid assignment, amendments to Rental Payments and moves at public expense may differ depending on the reason for the change of circumstances and the Transitional Protection status of the SP in accordance with Chapter 2 Section V Para 0217. Change in circumstances will be managed in accordance with Paras 0242 – 0248.

0242. Increase in number of children

An increase in children occurs on the birth of a child or when an SP adopts or fosters a child. Eligible children can be found within Chapter 1 Section III Para 0114. When the family size increases mid-assignment there is no expectation for the SP to move mid-assignment, but any qualifying move relating to the increase in number of children will be supported. Payment of any entitled increase in Rental Payment Band will be applied as per the following criteria:

a. **Birth of a child**

   When the birth of a child/children entitles the SP to an increased Rental Payment Band the SP will receive the increased Rental Payment from 3 months before the expected date of birth of the child/children.

b. **Adoption**

   When the adoption of a child/children entitles the SP to an increased Rental Payment Band the SP will receive the increased Rental Payment from the earlier of either the adoption approval date or the start of the tenancy agreement.

\(^{39}\) Where the landlord has retained all or part of the deposit for damages, the SP remains liable for the repayment of the full amount of the deposit in accordance with Chapter 2, Section V, Para 0222.
c. **Fostering**  
When the fostering of a child/children entitles the SP to an increased Rental Payment Band SP will receive the increased Rental Payment from the earlier of either the fostering approval date or the start of the tenancy agreement. If the fostering ceases mid-assignment, the rental payment attributable to the fostered children will not be reduced until the point of the next assigned move.

d. **Pregnant Single SP**  
Pregnant single SP who are not married, in a Civil Partnership or in a LTR(E) are entitled to an increased Rental Payment Band from 3 months before the expected date of birth of the child/children.

0243. **Decrease in number of children**  
A decrease in number of children occurs when a child is no longer eligible for support as they no longer meet the criteria detailed in Chapter 1 Section III Para 114. When the family size decreases mid-assignment there is no expectation for SP to move mid-assignment. Any decrease/change to Rental Payment Band entitlement will not take effect until the next move or assignment, whichever is the earliest. When the decrease in number of children is due to the death of a child the full Rental Payment will be payable for the longer of either 24 months or until the next assignment.

0244. **On entering into Marriage, Civil Partnership or LTR(E)**  
SP who marry or enter into a civil partnership or LTR(E) partnership mid-assignment are entitled to an increased Rental Payment Band (in accordance with Chapter 2 Section II Para 0205 and Annex C) from the date of marriage or partnership or the date a LTR(E) is acknowledged by MOD. A mid assignment move is not supported (as detailed in JSP 752 - Non qualifying moves.)

0245. **Estrangement/Divorce/Separation**  
SP must notify Unit HR and the FAM cell of any relationship breakdown in accordance with JSP 752 Chapter 2 Section 2. SP are entitled to continue receiving the Rental Payment for a period of 93 days following the change of the SP’s Personal Status Category. If the SP moves out and the spouse/civil partner/LTR(E) partner of the SP remains in the PRS property the Rental Payment will be paid to the SP for a period of 93 days following the change of the SP’s PStat Cat. Where the SP moves into SLA during the reconciliation period, the SP will not pay for their SLA accommodation in accordance with extant accommodation policy JSP 464 Vol 3 Part 1 Chapter 3 Para 0303. SLA charges will become payable after the reconciliation period when the estrangement/separation becomes permanent.

0246. **Death of SP**  
These are guidelines for the continued support provided to a bereaved spouse/civil partner/LTR(E) partner and their family following the death in Service of the SP. The policy seeks to recognise that a bereaved spouse/civil partner/LTR(E) partner and their family should have continued entitlement to the PRS property for a reasonable period to assist them in their bereavement. On the death in service of the SP, the spouse/civil partner/LTR(E) partner will continue to receive support in rental accommodation for a period up to 2 years after the date of bereavement. If during the period of entitlement the bereaved spouse/civil partner/LTR(E) partner requests
to move, in order to be closer to the home of an immediate member of the family or their child’s school, the bereaved spouse/civil partner/LTR(E) partner is entitled to one relocation at public expense to SFA at an alternative location within 12 months of the date of bereavement. Relocation will be supported through the provision of SFA, or SSFA where insufficient SFA is available, at the requested location. The 12-month period may be extended at the discretion of the Commanding Officer in consultation with the respective single Service Housing Colonel, welfare, medical and educational authorities. The rental support provided will be adjusted where necessary and based on the location of the new property.

0247. Death of Spouse, Civil Partner or LTR(E) Partner
These are guidelines for the continued occupation of a PRS property by a bereaved SP and their family following the death of a spouse/civil partner/LTR(E) partner. The policy seeks to recognise that a bereaved SP and their family should have continued entitlement to the PRS property for a reasonable period to assist them in coming to terms with their bereavement. For SP with children there will be no change in entitlement to RP band on the death of a spouse/civil partner/LTR(E) partner. Where children are not present, which would otherwise result in a change of entitlement, the RP will not be altered and the SP will continue to receive the full RP for a period of up to 2 years, or until the next assigned move, whichever is earlier.

0248. Change in Rank
When SP are promoted there is no expectation for the SP to move mid-assignment even when entitled to do so. Entitlement to an increased RP and supported move for SP promoted mid-assignment will depend on whether the SP has Transitional Protection (TP). SP with TP will be entitled to an increase in RP and a supported move in accordance with the policy at Chapter 1 Section IV Para 0119 c. SP who chose the PRS as their first preference and those SP not eligible for TP are not entitled to a change in RP or a supported move.

Section X – PRS retention during absence

0249. Guiding Principles
SP who are absent for a continuous period between 60 days and 12 months from the assigned pilot location in order to attend a course or on deployment, may choose to live in SLA or other MOD provided accommodation at their temporary location whilst retaining the PRS property at the pilot location. SP opting to retain the PRS property at the pilot site will continue to receive the RP.

Where the SP is the sole occupant of the PRS property MOD will not take on any liability, responsibility or risk for the property. SP must satisfy themselves that the duration of their absence from the property complies with the terms and conditions of their tenancy agreement and any covering insurance policies.

For retention of a PRS property for all other circumstances, other than courses or deployments, refer to the retention guidance in Chapter 6 Section II Para 0603.
3 The SFA Option

Index

SECTION I - ELIGIBILITY FOR SFA
Para 0301 - Eligibility

SECTION II - SFA PRIORITISATION
Para 0302 - SFA Prioritisation

SECTION III - SFA ALLOCATION
Para 0303 - Allocation
0304 - Charging

SECTION IV - EXISTING ALLOWANCE
Para 0305 - Existing Allowances

SECTION V - SFA BY APPOINTMENT
Para 0306 - SFA by Appointment

SECTION VI - SUBSTITUTE SFA (SSFA)
Para 0307 - Substitute SFA

SECTION VII - SURPLUS SFA
Para 0308 - Surplus SFA Eligibility
Chapter 3 - The SFA Option

Section I – Eligibility for SFA

0301. Eligibility
SP meeting the FAM pilot criteria and SP entitlement conditions in Chapter 1 Section II Para 0105 are eligible to state a preference for the SFA option via the APF. (Further information on submitting an APF can be found via the “Future Accommodation Model: what you need to know” page on [www.gov.uk].) SP can request SFA and will be placed into the SFA accommodation route where there is sufficient SFA availability at the pilot site. Therefore either SFA or PRS may be allocated.

SFA entitlement for newly eligible SP can be found within Annex G. SP entitled to Transitional Protection (Chapter 1 Section IV Para 0116), are eligible for SFA at the protected entitlement level and will be allocated SFA in accordance with extant accommodation policy laid down in JSP 464 Vol 1 Part 2 Chapter 3; whereby Officers are allocated in accordance with rank and Other Ranks are allocated in accordance with family size.

Section II - SFA Prioritisation

0302. SFA Prioritisation
SP selecting SFA as their first preference will have their application assessed and prioritised according to the following:

a. Where sufficient SFA is available the SP will be placed into the SFA accommodation route.

b. Where sufficient SFA is not available the SP will be placed in the PRS accommodation route – see Chapter 2.

To Note: Other factors specific to the FAM pilot site or the SP’s individual situation may also be considered by the FAM cell prior to placing SP into the SFA accommodation route.

Section III - SFA Allocation

0303. Allocation
SP placed into the SFA route will be directed by their FAM Cell to submit a SFA application form (E1132/1132). A choice of SFA will be offered, where available, and allocated in accordance with the following:

a. SP entitled to TP will be allocated SFA in accordance with extant policy entitlement (JSP 464 Vol 1 Part 2 Chapter 3).

---

40 If the SP does not wish to be re-routed into the PRS, they can choose SLA if this suits their personal circumstances. This is deemed as the SP’s choice to serve unaccompanied at the FAM pilot site.
b. All other SP will be allocated SFA of a type appropriate for their need, based upon entitlement and in accordance with Annex G. (Entitled children can be found within Chapter 1 Section III.)

(1) SP newly eligible for SFA under FAM policy may be offered a choice of SFA, subject to availability, at their assigned FAM site. This choice may be between SFA on either, or both, of the Other Ranks (OR) and Officer (OF) patch. Where this choice is available and offered to SP it will be given regardless of rank.

(2) SP are eligible to request, as a matter of personal choice, SFA one level above their entitlement (1-up) at the point of SFA application. Any offer of SFA above entitlement is subject to availability and on the basis that the accommodation charge is for the Type and Band/Grade of SFA which they occupy.

c. Once placed into the SFA accommodation route, the initial application process for SFA is in accordance with extant accommodation policy JSP 464 Vol 1 Part 1 Chapter 4. SP will be offered SFA in accordance with B above.

d. SP are able to refuse their first SFA offer and receive a second offer of SFA. SP refusing a second offer may escalate this through the Housing Colonel for a second offer review. Following review, SP refusing their second offer on grounds of personal choice will be re-allocated to the PRS route and are not eligible to re-apply for SFA within six months of the date of refusing the SFA offer, unless a legitimate change of personal circumstance has occurred triggering a change in entitlement. SP must inform their local FAM cell of their change of FAM accommodation route before applying for a Rental Payment under the PRS option (Chapter 2).

Entitlement mapping for newly eligible SP to SFA type can be found within Annex G.

0304. Charging
For all SP, SFA will be charged at the extant CAAS band rate for the type and grade of SFA the SP is allocated, accepts and occupies. Charges will be set annually within the AFPRB Directed Letter for Pay and Charges. When SFA is allocated above SP entitlement through SP personal choice, the SP will pay the accommodation charge appropriate to the type and band/grade of SFA occupied. When SFA is allocated above their entitlement for service reasons, charging will be in accordance with existing accommodation policy detailed within JSP 464, Vol 3, Part 1, Chapter 2.

Dependent upon SFA availability at the FAM pilot site, SP may be offered only one choice of SFA. Whilst this will usually be within their entitlement, where only a higher entitlement is available this could result in Other Rank (OR) SP being offered only SFA at Officer (OF) grade. In order not to disadvantage the OR SP, the SFA charge applied will be the lower of:

---

41 Daily rate and associated CILOCT rate.
a. **Entitled SFA Band for Charge** - CAAS Band A/B/C (assessed against the location factor of the occupied SFA)

or

b. **Occupied SFA Band for Charge** - CAAS Band for the actual property allocated.

Newly eligible SP requesting SFA as their preferred FAM accommodation option are to apprise themselves of the FAM SFA allocation policy and Annex H to this policy which details the range of SFA charges for the entitled type of property. This range of charges varies due to the type, grade and location of the SFA that may be offered. Annex H provides an indicative price range for the entitled property/ies that may be offered, which could be of either Other Rank (OR) or Officer (OF) SFA type and grade. Figures within Annex H are provided as an indicative cost range, but SP are to familiarise themselves with the latest SFA CAAS charges for all types and grades of SFA before requesting SFA as their preference. Full details of SFA charges can be found within JSP 464 Vol 3 Part 1 and the AFPRB Pay Award Directed Letter.

**Section IV - Existing Allowances**

0305. **Existing Allowances**

For SP allocated the SFA option, entitlement to associated supporting allowances will be in line with current REM policy detailed in JSP 752.

**Section V – SFA by Appointment**

0306. **SFA by Appointment**

SP entitled to a specific SFA which is tied to their appointment, or to SFA by virtue of their appointment, will continue to be so during the FAM pilot and be charged in line with extant JSP 464 policy.

**Section VI - Substitute SFA (SSFA)**

0307. **Substitute SFA**

Substitute SFA will not routinely be available during the FAM pilot. Where SP request SFA and there is none available they will be offered the PRS option – see Chapter 2.

**Section VII – Surplus SFA**

0308. **Surplus SFA Eligibility**

Subject to availability, access to Surplus SFA will remain in line with extant JSP 464 Part 1 Chapter 9. (See also Chapter 1 Section II Para 0107.)
4 The SLA Option

Index

SECTION I - ELIGIBILITY TO SLA
Para 0401 - SLA Eligibility
0402 - SLA Waiver
0403 - SLA at Pilot site with SFA retention at previous duty station

SECTION II - PAYMENTS AND ALLOWANCES
Para 0404 - Existing Accommodation Allowances
0405 - Core Payment for SLA

SECTION III - SLA CHARGES
Para 0406 - SLA Charging

SECTION IV - SUBSTITUTE SLA (SSSA)
Para 0407 - SSSA Allocation
Chapter 4 - The SLA Option

Section I - Eligibility to SLA

0401. SLA Eligibility
SP meeting the FAM pilot criteria and SP entitlement conditions in Chapter 1 Section II Para 0108 are entitled to the SLA option. SP must request SLA at a FAM site via the APF. (Further information on submitting an APF can be found via the “Future Accommodation Model: what you need to know” page on [www.gov.uk].) SP selecting SLA will be placed into the SLA accommodation route in line with current accommodation policy (JSP 464 Vol 2 Part 1 Chapter 4.). Where SLA is not available SP will be allocated Substitute Service Single Accommodation (SSSA).

0402. SLA Waiver
At FAM pilot sites the SLA waiver policy as detailed within JSP 464 Vol 3 Part 1 Para 0303 will no longer apply. SP who would ordinarily have been entitled to the SLA waiver under extant policy will instead be eligible to receive the FAM Core Payment. Further detail on the Core Payment can be found within Chapter 7 Section II Para 0703.

0403. SLA at pilot site with SFA Retention at previous duty station (non-pilot site)
Where SP are entitled under extant accommodation policy to apply to retain SFA at a previous duty station (JSP 464 Vol 1 Part 1 Chapter 7 Section VIII Para 0725) whilst occupying SLA at their assigned pilot site, this entitlement will continue but with the following overriding amendments which will apply to SP when assigned to a pilot site:

a. SP in the process of purchasing a home at a pilot site (see Chapter 5 Section I Para 0501 b.) are eligible to apply to temporarily retain SFA at their previous non-FAM site whilst occupying SLA at the pilot site. This is granted on a temporary basis until such time that the house purchase at the FAM pilot site is completed. SP must surrender their SFA at the previous site and move into the purchased property within 3 months, unless another qualifying reason for SFA retention exists as directed in JSP 464 Vol 1 Part 1 Chapter 7 Section VIII Para 0725 applies.

b. SP retaining SFA at a previous location as their Selected Place of Residence will not receive a SLA or Charge in Lieu of Council Tax (CILOCT) waiver at the pilot site, but will receive the FAM Core Payment as subsidy towards SLA costs incurred for accommodation at the duty station. See Para 0405.

c. When assigned to sea-going units, SP may retain their previous SFA at another location, on application to the National Housing Prime Help Desk (NHPHD). To Note: Provision of the Core payment to SP living on-board/at

---

42 SP already living in SLA at a FAM pilot site at point of rollout who support a SPR >50 miles from their unit (GYH claimants) can choose to transfer onto the MOH option of FAM if they wish and will be entitled to the CP.

43 This can be extended to 6 months by exception and with chain of command approval.
sea will be payable when additional accommodation costs are incurred, in accordance with Paras 0403 b. & 0405.

d. Personnel will no longer be entitled to SFA retention in Naval Port Areas as detailed in JSP 464 Part 1 Section VIII. Instead SP previously entitled to this area of policy will be entitled to TP and be able to retain SFA at the non-pilot site for the duration of the pilot period (see Chapter 1 Section IV Para 0116 and Annex B.)

e. Accompanied SP occupying temporary SLA under PRS Additional Support (Chapter 2 Section VI Para 0235) are eligible to apply to temporarily retain SFA at their previous non-FAM site whilst temporarily occupying SLA at the pilot site.

**Section II – Payments and Allowances**

**0404. Existing Accommodation Allowances**
For SP allocated the SLA option, entitlement to associated supporting allowances will be in line with current REM policy detailed in JSP 752.

**0405. Core Payment for SLA**
The Core Payment is a fixed amount provided to SP to contribute towards accommodation costs. It does not vary according to site location and is also common to other accommodation options within the FAM pilot. SP in SLA are entitled to the core payment when the following conditions are met:

a. **The SP maintains a private home elsewhere:**

   (1) SLA is recorded on JPA as the SP’s RWA and the SP has a designated SPR greater than 50 miles from their assigned pilot site; and
   (2) SP ordinarily resides in SLA during the week and their SPR/QRes at weekends; and
   (3) SP is a Get You Home Travel (GYH(T)) claimant.

or

b. **The SP retains a SFA or PRS property elsewhere:**

   SP retaining SFA or PRS at another location will not receive a SLA or CILOCT waiver but will receive a core accommodation payment.

Only those SP meeting the above criteria are entitled to the core payment whilst occupying SLA at a FAM pilot site.
Section III - SLA Charges

0406. SLA Charging
For all SP, SLA will be charged at the extant SLA charging rate for the type and grade of SLA occupied. Charges will be set annually within the AFPRB Directed Letter for Pay and Charges.

Section IV – Substitute SLA (SSSA)

0407. SSSA Allocation
If there is insufficient SLA available to meet demand at a pilot location, SSSA will be offered. Under these circumstances, existing policy relating to SSSA will come into effect.

SSSA rules do not apply to the PRS option detailed within Chapter 2.
5 The ‘Maintain Own Home’ Option

Index

SECTION I - MAINTAIN OWN HOME – ELIGIBILITY
Para 0501 - Eligibility

SECTION II - PAYMENTS UNDER THE MOH OPTION
Para 0502 - Core Payment (MOH)
0503 - Use of Forces Help To Buy (FHTB) or Long Service Advance of Pay (LSAP)
0504 - Dual Serving Military SP

SECTION III - RELEVANT ALLOWANCES
Para 0505 - Relevant Allowances

SECTION IV - CHANGE OF CIRCUMSTANCES
Para 0506 - Guiding Principles
Chapter 5 - The ‘Maintain Own Home’ Option

Section I – Maintain Own Home – Eligibility

0501. Eligibility
The Maintain Own Home (MOH) option is aimed at providing SP with a contribution towards UK accommodation costs incurred as a result of maintaining and living in a property that is either owned by the SP, or through a Shared Ownership scheme, or a property that is privately rented away from work and does not meet the criteria of the PRS option as detailed in Chapter 2. SP meeting the FAM pilot site eligibility and SP entitlement conditions in Chapter 1 are eligible for the Maintain Own Home option when meeting the following criteria:

a. SP who own or rent a property in the UK greater than 50 miles from their assigned location at the point FAM rolls out at their site, or upon assignment to a FAM pilot site. SP must live in the property and record this on JPA as their Selected Place of Residence (SPR). SP must reside in SLA during the week and record this on JPA as their Residence at Work address (RWA). SP on the MOH option may claim Get You Home Travel (GYH(T)) for journeys to their SPR but cannot claim Home to Duty (HDT). SP on the MOH option are not eligible for SFA or the PRS option at their FAM pilot site. The distance from the SP’s assigned unit and the location of the property will be calculated as the actual distance travelled, via the most direct route as provided by ‘Google Maps’ which is an appropriate mileage assessment tool.

or

b. SP who purchase a home in any UK geographic location upon assignment, or during assignment, to a pilot site. This will only apply to SP with a property purchase completion date on or after the date of FAM go-live at the SP’s assigned FAM pilot site. No FAM accommodation payments are payable prior to the SP’s assigned FAM pilot site go-live date and no FAM accommodation payments will be paid retrospectively. FAM pilot site go-live dates are:

- HMNB Clyde (Faslane) – 30 September 2019
- Aldershot Garrison – 31 January 2020
- RAF Wittering – 31 May 2020

The location of the purchased property must be in the UK, but may be any distance from the SP’s assigned pilot site. The SP must live in the property immediately following purchase and either:

(1) For a property greater than 50 miles from the pilot site:
Record the purchased property on JPA as the SPR. The SP must reside in SLA during the week and record this on JPA as their
RWA. SP on the MOH option for a property greater than 50 miles from the assigned pilot site may claim GYH(T) for journeys to their SPR but cannot claim HDT. SP on the MOH option are not eligible for SFA or the PRS option at their FAM pilot site.

(2) For a property 50 miles or less from the pilot site:
Record the purchased property on JPA as their RWA address. SP on the MOH option for a property within 50 miles from the assigned pilot site may claim HDT, but cannot claim GYH(T). SP on the MOH option are not eligible for SFA or the PRS option at their FAM pilot site.

The distance from the SP’s assigned unit and the location of the property will be calculated as the actual distance travelled, via the most direct route as provided by ‘Google Maps’ which is an appropriate mileage assessment tool.

`Section II - Payments under the MOH Option

0502. Core Payment (MOH)
SP meeting the criteria in Para 0501 will be eligible for a fixed amount to contribute towards accommodation costs. This will be known as the Core Payment. The Core Payment does not vary according to site location and is also common to other accommodation options within the FAM pilot. The Core Payment for the MOH option is not to be used as security against the property purchase. It must be used towards accommodation costs and meet one of the following criteria:

a. All SP owning, part owning or renting a property greater than 50 miles from the pilot site:
SP must use the Core Payment to pay for accommodation costs incurred either at the maintained home (recorded as their SPR) and/or SLA charges at their duty station. Accommodation costs must be equal to or greater than the value of the Core Payment. (If SP monthly accommodation costs fall below the value of the Core Payment it will be abated accordingly.) Evidence of residency at the property is via SP production of a current council tax bill which includes their name.

b. SP who have purchased (including Shared Ownership schemes) a property within 50 miles of the pilot site during the pilot:
SP must use the Core Payment to pay for accommodation costs incurred at the maintained home (recorded as their RWA). Accommodation costs must equal to or greater than the value of the Core Payment. (If SP monthly accommodation costs fall below the value of the Core Payment it will be abated accordingly.) Evidence of ownership and date of purchase completion is via production of the legal conveyancing completion statement (Known as the Date of Entry/Settlement date, on the title sheet in Scotland).
0503. Use of Forces Help To Buy (FHTB) or Long Service Advance of Pay (LSAP)
The aim of the Forces Help to Buy (FHTB), and its predecessor the Long Service
Advance of Pay (LSAP), are schemes aimed at encouraging and supporting home
ownership amongst eligible Service personnel. LSAP is now closed to new
applications, but new FHTB applications may be used in conjunction with the FAM
MOH option. The LSAP policy laid down in JSP 752 Chapter 5, Section 7 and FHTB
policy laid down in JSP 464 Part 1 Chapter 12 take precedence and all SP
purchasing, or who have already purchased, a home using either LSAP or FHTB
must abide by the LSAP and FHTB policy before applying the FAM policy detailed
within this Vol 4 of JSP 464. SP who have purchased a home using FHTB within 50
miles of their assigned site must live in the property purchased and are not eligible
for SFA or the PRS FAM option.

0504. Dual Serving Military SP
Dual serving military SP who are married, in a civil partnership or a LTR(E) who
meet the eligibility criteria detailed at Para 0501 and are both assigned to a FAM
pilot site will be entitled to a single core payment under the maintain own home
option as follows:

a. The relationship is to be recorded to ensure the core payment is paid
correctly to a dual serving military couple. In order to administer this, the
use of primary and secondary status continues to be used in this area of
policy. SP are able to self-nominate which SP in the relationship takes the
primary and secondary status and are able to switch status in accordance
with extant policy detailed in JSP 752.

b. When both SP in the relationship are assigned to a FAM pilot site, only
one core payment will be paid per couple. (To also note: A Service person
cannot be in receipt of both a Core Payment and a SLA waiver at the
same time.)

c. The home maintained by the dual serving military couple at the pilot site
must meet the policy criteria within Paras 0501 - 0502 and be recorded on
JPA as either a RWA or SPR. Entitlement to a core payment will depend
on the proximity of the property to the SP’s assigned FAM site, as follows:

(1) Property greater than 50 miles from primary SP’s assigned FAM
site:
   (a) The SP with primary status is to record the property being
      maintained as their SPR on JPA.
   (b) The SP nominated as primary status will be entitled to a core
      payment.
   (c) The SP with secondary status will not be entitled to a FAM
      accommodation subsidy (see Para 0504 b.)
   (d) Both SP are entitled to request SLA at their assigned unit/s,
      even when they are assigned to the same duty station.
      (When assigned to the same unit both SP also retain
      eligibility to request SFA at their assigned duty station, in
      accordance with current accommodation policy.)

(2) Property within 50 miles of the assigned FAM site:
(a) The SP with primary status is to record the property being maintained as their RWA on JPA.

(b) The SP nominated as primary status will be entitled to a core payment and must reside in the property.

(c) If the property maintained by the primary SP is 10 miles or less from the secondary SP’s assigned unit this is deemed accompanied service. The secondary SP is to record the property as their RWA on JPA. They will not be entitled to a FAM accommodation subsidy (see Para 0504 b.)

(d) If the property maintained by the primary SP is greater than 10 miles from the secondary SP’s assigned unit, the secondary SP is entitled to an alternative RWA at their FAM duty station. In this instance the secondary SP can choose between continuing to live in the property or receiving either a core payment (Chapter 2 Section II Para 0203) or RP Band A (Annex C) to contribute towards their alternative weeknight accommodation.

- **d. When one SP of a dual serving military couple is assigned to a non-FAM pilot site the following will apply:**

  1. **Primary SP assigned to a non-FAM site:**

     (a) The primary SP will maintain their entitlement to a core payment under Preserved Rights (PR). They will not be entitled to an SLA waiver (if SLA is used) at the non-FAM site.

  2. **Secondary SP assigned to a non-FAM site:**

     (a) Where the secondary SP is assigned to a non-FAM unit 10 miles or less from the SPR this is deemed as accompanied service. The secondary SP is to record the property as their RWA on JPA. They will not be entitled to a FAM accommodation subsidy (see Para 0504 b.)

     (b) Where the secondary SP is assigned to a non-FAM unit greater than 10 miles of the SPR they are entitled to an alternative RWA at their duty station and receive a SLA waiver (if SLA is used).

**To Note:** Where the SP with secondary status has previously been assigned to a FAM pilot site they will retain Preserved Rights (PR) to their FAM entitlement, even if this was not fully exercised in their own name due to adopting secondary status. Under PR, the secondary SP will receive an SLA waiver or a core payment at any future non-FAM site to which they are assigned.

**Dual serving SP who are not in a relationship:** Dual Serving SP who meet the eligibility criteria detailed at Para 0501 who are not in a relationship, but jointly

---

44 Can be extended to 20 miles in exceptional circumstances and where the daily travel to duty station is agreed by the Local Service Commander. Housing Colonel approval is required for Local Service Commanders seeking their own provision out to 20 miles.
purchase a home, will only be entitled to a single core payment under the maintain own home option.

Section III – Relevant Allowances

0505. Relevant Allowances
SP on the MOH option will be entitled to the relevant allowances in line with the FAM Pilot Supplement to JSP 752. SP will be entitled to a supported move when first purchasing a property under FAM, or when relocating as the result of a notice to move via receipt of an assignment order. These relocation allowances are detailed below and summarised within Annex E.

a. Disturbance Expense (DE)
To support SP in purchasing their own home, SP will be entitled to DE when choosing to enter into home ownership for the first time. Entitlement to DE under the Maintain Own Home option is then at a rate of once per assignment. SP claiming a supported move mid-assignment will not be entitled to a move at the end of the same assignment in which the property was purchased. The next entitled move will be at the end of the first FULL assignment following the purchase.

b. Movement and Storage of Personal Effects (MSPE)
To support SP in purchasing their own home, SP will be entitled to MSPE when choosing to enter into home ownership for the first time. Entitlement to MSPE under the MOH option is then at a rate of once per assignment. SP claiming a supported move mid-assignment will not be entitled to a move at the end of the same assignment in which the property was purchased. The next entitled move will be at the end of the first FULL assignment following the purchase.

c. FAM Refund of Legal Expenses (New Buyer) – RLE (NB)
To support SP in purchasing their own home, SP will be entitled to the FAM RLE (NB) payment when choosing to enter into home ownership for the first time. Entitlement to RLE (NB) under the MOH option is a once only payment during a SP’s service career; aimed at contributing towards the costs of legal expenses and legal fees incurred when purchasing a home. RLE (NB) is a reimbursement payment for actual receipted costs paid to a solicitor or conveyancing legal professional and is capped at an upper limit of £1500. RLE (NB) can only be claimed in arrears on the completion of the house purchase and on production of the actual legal expense costs paid by the SP.45 Evidence showing date of purchase completion is via production of the legal conveyancing completion statement (Known as the Date of Entry/Settlement date, on the title sheet in Scotland). For taxation purposes,

45 Costs incurred for house purchases that fall through and do not progress to completion cannot be claimed against RLE (New Buyer). However SP in this position do remain eligible to claim RLE (New Buyer) at a later date upon completion of their first house purchase.

To Note SP demonstrating that a purchase was unable to be completed for unforeseen service reasons are eligible to claim for costs incurred and also remain eligible for RLE (New Buyer) at a later date upon completion of their first house purchase.
RLE (NB) expense is covered by the existing HMRC Relocation rules (See JSP 752). Fees qualifying for reimbursement fall into the following categories:

(1) Legal Fees paid to a solicitor or conveyancing legal professional
(2) Land Registry charges
(3) Telegraphic Transfers
(4) Searches

**Stamp Duty is not considered a legal expense and is not a reimbursable cost.**

**Section IV – Change of Circumstances**

0506. **Guiding Principles**
Where a change of circumstances result in the SP no longer residing in the MOH property, the SP must inform their unit FAM Cell immediately. The provision of the Core Payment will cease from the date the SP no longer inhabits the property, except in the following circumstances where the following provision of the Core Payment will apply:

a. **Estrangement/Divorce/Separation**
SP must notify the FAM cell of any relationship breakdown in accordance with JSP 752 Chapter 2 Section 2. SP are entitled to continue receiving the Core Payment for a period of 93 days following the change of the SP’s PStat Category. If the SP moves out and the spouse/civil partner/LTR(E) partner of the SP remains in the MOH property the Core Payment will be paid for a period of 93 days following the change of the SP’s PStat Cat. When the SP has moved out of their MOH property and into SLA, the SP will not pay for their SLA accommodation in accordance with extant accommodation policy JSP 464 Vol 3 Part 1 Chapter 3 Para 0303.

b. **Death of SP**
These are guidelines for the continued financial support towards a MOH property for a bereaved spouse/civil partner/LTR(E) partner and their family following the death in Service of the SP. The policy seeks to recognise that a bereaved spouse/civil partner/LTR(E) partner and their family should have continued access to the Core Payment for a reasonable period to assist them in financially transitioning following the death of the SP. On the death in service of the SP, the spouse/civil partner/LTR(E) partner will continue to receive the Core Payment for a period of up to 2 years after the date of bereavement.
6 Moving off the Pilot/Moving from a Pilot Site

Index

SECTION I - PRESERVED RIGHTS
Para 0601 - Eligibility
0602 - PR Overseas

SECTION II - RETENTION OF PRS OR SFA AT THE PILOT LOCATION
Para 0603 - Retention at the pilot location
Chapter 6 - Moving off the Pilot/Moving from a Pilot site

Section I - Preserved Rights (PR)

0601. Eligibility
When SP are assigned away from a FAM pilot site to a non-FAM location, FAM eligibility to subsidised accommodation may continue and be transferrable to the non-FAM site for the duration of the pilot. Retention of eligibility during the pilot is aimed at continuity of accommodation support for those SP that have been afforded access to accommodation due to FAM eligibility, or those SP that have undertaken a long-term lifestyle choice and purchased a property whilst at a FAM site. This retained entitlement is referred to as ‘Preserved Rights’ (PR) and will be reviewed at the project’s Main Gate and is therefore subject to change beyond the pilot period.

Newly eligible SP exercising their accommodation entitlement/s under FAM must ensure they fully understand the scope of PR and what this means for them when assigned from a FAM pilot site. SP should consider how PR will be applied to their situation before submitting their accommodation preference under FAM. SP can seek further guidance on PR from their local FAM cell.

PR will be applied as follows:

a. PR for New Home Owners
   SP who have purchased their first home during the pilot and who lived in this property, as either their RWA or SPR, will retain PR on assignment away from the pilot site. SP falling into this category will be provided with the MOH Core Payment (Chapter 5 Section II, Para 0502) after leaving the pilot site. To continue to receive PR, SP will be required to provide evidence that they continue to reside in the purchased property. Evidence can be in the form of HDT, GYH, or other related financial documentation, as per current JSP 752 allowance policy. PR would cease if SP sell their house or no longer use it as their SPR.

b. PR for newly eligible SP in an established Long Term Relationship LTR(E)
   Newly eligible SP in a LTR(E) that have been able to cohabit in SFA, or have been supported to cohabit in the PRS, under the widened eligibility of FAM will be granted PR and retention of their entitled status on leaving a FAM pilot site. PR for LTR(E) at non-FAM sites will be delivered through the provision of SFA (and SSFA where insufficient SFA is available). The PRS is not available at non-FAM sites. Providing SP meet the FAM pilot eligibility criteria within Chapter 1, newly eligible SP in a LTR(E) at a FAM pilot site are in scope for PR regardless of whether or not they exercised their right to FAM accommodation at the pilot site.
To Note. SP cannot apply for LTR(E) status after leaving the FAM site in order to qualify for PR retrospectively.

c. PR for SP assigned within the first 12 months at a pilot site

SP assigned unexpectedly early from a pilot site within 12 months of their duty assignment to a pilot site, or within the first 12 months of moving onto a FAM accommodation option at a pilot site, will be eligible for PR. In order to retain PR at the assigned non-FAM site SP must meet one of the criteria detailed in a. or b. above and be in receipt of a written notice to move in the form of an assignment order.

d. PR for SLA waiver (newly eligible SP in LTR(E) assigned to a non-FAM site)

SP in a LTR(E) who are assigned from a FAM site to a non-FAM site will be entitled to receive a SLA waiver when they continue to incur additional accommodation costs at an alternative address recorded as their SPR on JPA.

SP in a LTR(E) who are assigned from a FAM site to a non-FAM site who are on the MOH option will be entitled to PR in the form of a SLA waiver or a core payment.

SP wishing to retain their PRS property as a SPR will no longer be eligible to receive the Rental Payment. Rental Payments will cease on the date of assignment away from the FAM pilot site and the SP will be entitled to PR in the form of a either a SLA waiver or a core payment.

To Note: Upon leaving a FAM site, SP are not entitled to receive both a core payment and a SLA waiver at the same time, therefore SP who are in receipt of a core payment will not receive a SLA waiver.

SP not meeting the eligibility criteria detailed in this Chapter 6 Section I do not qualify for PR and will move to the accommodation offer operated at the assigned non-FAM site.

0602. PR Overseas

During the pilot PR will be limited to the UK. So when SP are assigned away from a FAM pilot site to an overseas location their FAM PR eligibility will be dependent on the type of FAM accommodation they occupied at their pilot site, in accordance with the following criteria:

a. SFA

SP who have been supported to cohabit in SFA with their LTR(E) partner are eligible to continue to receive PR in the form of continued access to SFA in the UK. The SP will be entitled to SLA at the overseas site and the LTR(E) partner may continue to reside in the SFA at the pilot site in which they cohabitated during the pilot. A move to SFA at an alternative location within the UK may be requested in exceptional circumstances, or where this allows pre-positioning of the family at the location to which the SP is
assigned on return to the UK. This is subject to SFA availability and is at the discretion of the Commanding Officer and DIO.

b. PRS
SP who have been supported to cohabit in the PRS with their LTR(E) partner are eligible to continue to receive PR in the form of continued access to the PRS or SFA in the UK. The SP will be entitled to SLA at the overseas site and the LTR(E) partner may continue to reside in the PRS property at the pilot site in which they cohabited during the pilot. A move to SFA at an alternative location within the UK may be requested in exceptional circumstances, or where this allows pre-positioning of the family at the location to which the SP is assigned on return to the UK. This is subject to SFA availability and is at the discretion of the Commanding Officer and DIO.

c. New Home Owner
SP who have purchased a property, and resided in it during the pilot as either their RWA or SPR, are eligible to continue to receive PR in the form of the FAM core payment when assigned overseas. For eligibility to continue the property must either continue to be lived in by the SP’s spouse, Civil Partner or LTR(E) partner, or be retained unoccupied as a Privately Maintained Property (JSP 752 Chapter 7 Para 07.0408). The purchased property must not be rented out.

Section II – Retention of PRS or SFA at the pilot location

0603. Retention at the pilot location
Where SP would ordinarily have been entitled under extant accommodation policy to apply to retain SFA at the pilot location, whilst occupying SLA at a new location (JSP 464 Vol 1 Pt 1 Ch 7 Sect VIII Para 0725), this entitlement will continue when SP are assigned away from a FAM pilot site but with the addition of the overriding amendments listed below. Retention at the pilot site can be either SFA or PRS, depending on the accommodation option the SP was occupying at the pilot site at the point of assignment:

a. Any applicable waiver of SLA/CILCOCT charges at the newly assigned non-FAM duty station will continue except for Naval Port Areas (see sub Para c.).

b. When re-assigned to sea-going units, SP may retain their current SFA or PRS at the pilot site, on application to NHPHD.

c. Naval Port areas will be entitled to TP and able to retain SFA and PRS at the pilot site for the duration of the pilot period (see Chapter 1 Section IV.)

d. SP living with a LTR(E) partner in either SFA or the PRS at a FAM pilot site, and whose next assignment is to an overseas location, are eligible to request to retain their SFA or PRS at the pilot site. The LTR(E) partner, and any dependent children, are eligible to reside in the pilot SFA or PRS property for the duration of the SP’s assignment overseas.

e. For other instances where SFA or the PRS property can be retained see extant policy within JSP 464 Vol 1 Pt 1 Chapter 7 Section VIII.
7 Accommodation Payments and Allowances

Index

SECTION I - EXISTING ACCOMMODATION ALLOWANCES
Para 0701 - Guiding Principles

SECTION II - NEW FAM PAYMENTS & EXCLUSIONS
Para 0702 - Guiding Principles
0703 - Core Payment
0704 - Geographic Payment
0705 - FAM Expenses (Transaction Costs)
0706 - ESR
0707 - Accommodation Cost Overlap
0708 - Council Tax (Geographic Adjustment)
0709 - FAM Deposit plus one month’s rent
0710 - Rental Advance
0711 - Rental Advance in Lieu of Guarantor
0712 - Additional Loans & Benefits in Kind
Chapter 7 - Accommodation Payments and Allowances

Section I - Existing Accommodation Allowances

0701. Guiding Principles
There is no intent to create bespoke allowances for the duration of the FAM pilot. However, widened eligibility under the FAM pilot requires existing allowances (currently limited to specific PStat Cats), to be amended to ensure newly eligible SP have the same access to these allowances. Entitlement and eligibility to these allowances will be in accordance with the FAM pilot supplement to JSP752 (Tri-Service Regulations for Expenses and Allowances).

Section II – New FAM Payments & Exclusions

0702. Guiding Principles
The following are the new payments under FAM and attract a tax exempt status.

0703. Core Payment
Under FAM eligible SP will receive a core accommodation payment. This accommodation payment is for SP to use as they choose – putting it towards a rental property, paying their mortgage, and/or payment towards weeknights SLA (for those choosing to settle away from the geographical location of their unit).

Further information on the Core Payment in the PRS option can be found at Chapter 2 Section II Para 0203 and at Annex I. Further information on the Core Payment in the MOH option can be found at Chapter 5 Section II Para 0502.

0704. Geographic Payment
In addition to the Core Payment, SP in the PRS will receive a further rental payment to contribute to the cost of renting accommodation near to their duty station (<50 miles.). This will vary in value based on the geographical variation in the cost of property in the vicinity of each duty station and the number of bedrooms required to support occupants for whom SP have defined caring responsibilities.

The payment will be provided so that during the pilot, for SP with the same bedroom entitlement, their SP personal contribution towards their accommodation cost remain broadly constant across all locations when renting a property equivalent to SFA46.

The Rental Payment will be reduced if SP choose a cheaper property to ensure an SP personal contribution and this will be subject to the FAM gainshare calculation (Annex K.)

Further information on the Geographic Payment in the PRS option can be found at Chapter 2 Section II Para 0204 and at Annex I.

46 Benchmark Personal Contributions across all Rental Payment Bands are based on CAAS Band B. The Personal Contribution for SP requiring a bespoke RP rate due to TP (Annex F) will be calculated at an equal amount to CAAS Band B charge for the SFA type to which they would ordinarily be entitled.
0705. FAM Expenses (Transaction Costs)  
SP will receive a payment to cover the actual costs associated with sourcing and signing a tenancy agreement. Such costs might include rental agency fees, bank fees, condition survey fees and credit check fees.

Further information on FAM Expenses (Transaction Costs) in the PRS option can be found at Chapter 2 Section V Para 0228.

0706. ESR  
SP will receive a payment to cover the actual break costs incurred when required to relocate due to service reasons but have on-going rental liabilities. This will be up to a maximum of 6 months from the point at which SP are notified of the requirement to relocate (or remaining lease term).

Further information on ESR Relief in the PRS option can be found at Chapter 2 Section V Para 0230.

0707. Accommodation Cost Overlap  
On assignment, to ensure SP can meet the conditions of service there is likely to be an inevitable period where rental agreements on the old and new properties will overlap. For periods of unavoidable overlapping rent, where it is as a result of Service requirements or demonstrable need, a payment will be provided to cover the cost of rent, council tax and utilities for a period of up to 3 months.

The aim of this payment is to support SP where tenancy agreements overlap between old and new assignment moves and SP have to cover the costs of two properties.

Further information on Accommodation Cost Overlap in the PRS option can be found at Chapter 2 Section V Para 0232.

0708. Council Tax (Geographic Adjustment)  
Under FAM SP will pay Council Tax directly to the Local Authority. SP will have their RP geographically adjusted by the MOD (via an adjustment payment or charge depending on whether their geographic location Council Tax is above or below the equalised average). This is to ensure that SP are neither advantaged or disadvantaged by differing council tax rates between assigned locations.

To note: This positive/negative adjustment is incorporated into the Geographic Payment (Chapter 2 Section II Para 0204.)

0709. FAM Deposit plus one month's rent  
The purpose of this payment is to provide the SP with the sum of money required by the landlord as security for the condition of the property at the end of the letting and for the advance of the first month’s rent. The deposit must be held in one of the formal tenancy deposit holding schemes and is capped according to English or Scottish law.

Further information on the advance of deposit plus one month’s rent can be found at Chapter 2 Section V Para 0222.
0710. Rental Advance
The aim of this payment is to help the SP’s cashflow when the commencement of RP cannot be aligned with the timescales required to commence payment of rent to the landlord/rental agency.

Further information on Rental Advance can be found at Chapter 2 Section V Para 0224.

0711. Rental Advance in Lieu of Guarantor
The purpose of this payment is to provide an SP with the funds needed to secure a tenancy in the event that the SP is unable to provide the required personal and/or credit references.

Further information on Rental Advance in Lieu of Guarantor can be found at Chapter 2 Section V Para 0226.

0712. Additional Loans & Benefits in Kind
In accordance with ITEPA 2003 Section 180, additional loans and Benefits in Kind will attract an individual liability to tax (because such an advance is classed by HM Revenue and Customs (HMRC) as being a beneficial loan) if the average amount outstanding on this and any other beneficial loans during a tax-year exceeds £10,000. The amount liable to tax equates to the notional interest that would have been paid by the recipient had they taken the loan from a commercial lender (a rate set by HM Treasury). Where applicable, tax is normally collected by adjusting the individual’s PAYE tax code.
8 Complaints Policy

Index

SECTION I - INTRODUCTION
Para 0801 - Consistency of Treatment
  0802 - Scope
  0803 - Out of Scope

SECTION II - TWO STAGE APPROACH
Para 0804 - FAM Pilot Complaints Process
  0805 - Powers of Redress
  0806 - Submission
  0807 - Timings
  0808 - Complaint/Application for Review Handling
  0809 - Assurance of Complaints Handling
  0810 - Summary
Chapter 8 - Complaints Policy

Section I – Introduction

0801. Consistency of Treatment
Complaints related to processes introduced by the FAM pilot will be treated in accordance with this chapter. In accordance with JSP 831 - Redress of Individual Grievances: Service Complaints, both stages of the FAM complaints process should be completed prior to submission of a Service Complaint\textsuperscript{47}.

0802. Scope
Complaints must relate to an interpretation of policy relating to an action (or inaction) in the delivery of accommodation as part of the FAM pilot.

0803. Out of Scope
There are several accommodation matters that are out with the scope of the FAM pilot complaints process as they are outside the FAM pilot policy. They are:

a. Policy While the interpretation of FAM policy can be dealt with through the complaints process, specific challenges of policy should be submitted to Defence People-Accommodation in accordance with Section III of the Introduction.

b. Allocation of Service provided accommodation Complaints about SFA, SSFA, SLA, SSSA are covered by the complaints procedure in JSP 464, Volume 1, Part 1.

c. Maintenance of Service provided accommodation including damages, deficiencies and associated charges Complaints about SFA, SSFA, SLA, SSSA are administered using the three-stage process detailed in JSP 464, Volume 1, Part 1.

d. Disputes with Private landlords Matters between a tenant and a landlord are a private matter. Details on tenants’ rights are available from numerous public sources including Citizens Advice.

e. Core Payment This element of the Rental Payment is a fixed amount not subject to change.

f. Forces Help to Buy scheme This is covered by the Casework and Appeals process detailed in accordance with JSP 752, Part 1.

g. Accommodation related Allowances These are covered by the Casework and Appeals process detailed in accordance with JSP 752, Part 1.

\textsuperscript{47} JSP 831, Part 1, Section 2 – Completing a special-to-type process before making a service complaint.
h. **CAAS Charging**  This is administered using the CAAS Challenge and Appeal process in accordance with JSP 464, Volume 3, Part 1.

i. **Cohabitation including registering and establishing a Long Term Relationship**  This is covered by the complaints procedure in JSP 464, Volume 1, Part 1.

**Section II – Two Stage Approach**

**0804. FAM Pilot Complaints Process**
The two stage complaints process is summarised as follows:

a. **Stage 1 - Complaint**  
Where a matter occurs that require the Service person or their spouse/civil or LTR(E) partner to raise a complaint it should be submitted to the FAM Cell at the pilot site that SP is either assigned to or stationed at.  The complaint will be considered based on the information detailed in the claim form and supporting evidence submitted. All relevant evidence collected in prior communications with the pilot site FAM Cell must be submitted as part of Stage 1.

b. **Stage 2 - Application for Review**  
If a Stage 1 process has been completed and the case closed, but the complainant remains dissatisfied with the outcome, a Stage 2 review request can be submitted to the FAM Complaints Review Panel, within MOD Defence People-Accommodation. They will review all the evidence submitted as the complaint plus any additional information submitted as part of the Stage 2 review application.

**0805. Powers of Redress**  
The FAM Complaints Review Panel has the power to consider where policy may or may not have been interpreted correctly and provide appropriate redress.

**0806. Submission**  
All complaints (Stage 1) and applications for review (Stage 2) must be submitted using the Complaints Form (Annex M).

a. **Stage 1**  
Explain clearly the nature of the complaint and the desired outcome or remedy you are seeking. The complaints form plus additional relevant evidence, if applicable, is to be submitted via e-mail to the pilot site FAM Cell.

b. **Stage 2**  
Explain clearly why you are not satisfied with the outcome of Stage 1 in the application for Review. The evidence supplied at Stage 1 and any additional relevant evidence is to be submitted to MOD Defence People-Accommodation FAM Complaints Review Panel via e-mail.
0807. 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 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.

<table>
<thead>
<tr>
<th></th>
<th>Submission within</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stage 1</td>
<td>28 working days of the incident</td>
</tr>
<tr>
<td>Stage 2</td>
<td>28 working days from receipt of the Stage 1 response</td>
</tr>
</tbody>
</table>

The submission of a complaint or application for review should not halt any separate related activity being undertaken by the complainant.

0808. Complaint/Application for Review Handling
Each stage of the complaints process will be dealt with expeditiously but not at the expense of matters being properly reviewed and given full consideration.

a. Response Timings
Complainants should be kept informed throughout the progress of their complaint and the following response timings should be followed wherever possible. Timings are stated from receipt of the complaint.

<table>
<thead>
<tr>
<th></th>
<th>Acknowledgement within</th>
<th>Response, or update, within</th>
<th>Subsequent updates, if required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stage 1</td>
<td>3 working days</td>
<td>15 working days</td>
<td>5 working days</td>
</tr>
<tr>
<td>Stage 2</td>
<td>5 working days</td>
<td>28 working days</td>
<td>10 working days</td>
</tr>
</tbody>
</table>

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 pursuing an alternative resolution.

c. Redress Sought
Where the redress sought is outside the powers of the complaints process, while each stage must be considered fully, complainants should be notified as soon as possible.

d. Closure
A formal response is required to close the complaint at Stage 1 before a Stage 2 Application for Review can commence if the complainant is dissatisfied with the Stage 1 response. Similarly, a formal response is required to close the complaint at Stage 2 before as Service Complaint can be initiated if the complainant remains dissatisfied with the response.
e. **Reopening Complaints**
Where it is established 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.

**0809. Assurance of Complaints Handling**
The assurance of complaints handling at each stage of the process is carried out as follows:

a. **Stage 1**
The chain of command in MOD Defence People-Accommodation responsible for the management of the FAM Cell is responsible for assuring the effective delivery of Stage 1 of the complaints process. This is undertaken through regular audits of outstanding and closed Stage 1 complaints. In addition, for any case that progresses to Stage 2 the manner in which the complaint has been handled will be considered and if required recommendations for improvements will be made.

b. **Stage 2**
Separate to the chain of command in Stage 1, the chain of command in MOD Defence People-Accommodation responsible for the management of the FAM Complaints Review Panel in assuring the effective delivery of Stage 2 of the complaints process (Applications for Review). In addition, for any cases that progress to a Service Complaint the manner in which the complaint has been handled will be considered and if required recommendations for improvements will be made.

**0810. Summary**
The FAM Pilot Complaints Process is intended to ensure matters are dealt with fairly, effectively and in a timely manner. Its successful delivery is reliant upon effective communication at each stage and complainants should be kept informed throughout the process.
V - Annexes

Index

ANNEX A - 1.1 Application for recognition of child visitation for greater than 80 nights per calendar year
ANNEX B - 1.2 Transitional Protection Entitlement
ANNEX C - 1.3 Rental Payment Bands - Entitlement
ANNEX D - 1.4 PRS – Relocation and entitled payment
ANNEX E - 1.5 Maintain Own Home – Relocation and entitled allowances/payments
ANNEX F - 1.6 Transitional Protection – Mapping of OR and OF ranks to a FAM Rental Payment Band in the Private Rental Sector
ANNEX G - 1.7 SFA eligibility – newly eligible SP
ANNEX H - 1.8 SFA eligibility – Indicative Price Range for CAAS Band charge
ANNEX I - 1.9 Rental Payment Structure – Benchmark Cost
ANNEX J - 1.10 Dual Serving Military SP – RP breakdown comparison to 2 (not in a relationship) and SP in a relationship with a civilian
ANNEX K - 1.11 Renting below Entitled Benchmark Cost – the FAM Gainshare approach
ANNEX L - 1.12 Accommodation Cost Overlap Policy
ANNEX M - 1.13 Complaint/Application to Review Form
1.1 Application for recognition of child visitation for greater than 80 nights per calendar year

**Section A – Service Person**

<table>
<thead>
<tr>
<th>Service Number:</th>
<th>Rank:</th>
<th>Initials:</th>
<th>Surname:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service:</th>
<th>Unit/Ship:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PStat Cat:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Section B – Recognised Child/ren**

Child/ren’ Details:

**Child 1**

<table>
<thead>
<tr>
<th>Forename(s):</th>
<th>Surname:</th>
<th>Date of Birth:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Child’s Permanent Address:


Section C - Service Person declaration (tick and sign to confirm agreement)

i. I am the legally recognised parent of the child/ren at Section B as: (tick only one box in part i.)

☐ The child’s birth parent (through production of a Birth Certificate)

☐ The child’s adoptive parent (through production of an Adoption Certificate)

☐ The child’s parent (through production of a Statutory Declaration of Parentage form,

☐ The child’s parent (through production of either a Parental Responsibility Agreement or Parental Responsibility Order.)

ii. The child/ren detailed at Section B of this form are ordinarily resident with me for greater than 80 nights per calendar year.

iii. I have read JSP 464, Vol 4, Part 1, Chapter 1 on children’s entitlement to accommodation under the Future Accommodation Model (FAM).

iv. <For PStat Cat 5 SP only>: I have updated my JPA record to PStat Cat 3.

v. I attach the following evidence to support my declaration:

   a. Evidence of parentage:

   .............................................................................................................(document name)

   b. Evidence of qualifying greater than 80 nights’ residential visitation:

   .............................................................................................................(document name)

Where legal documents cannot be provided in evidence at b., I declare that the child/ren detailed at Section B of this form are ordinarily resident with me for greater than 80 nights per calendar year.

48 In the case of more than one child, and where the parentage type differs between the children, a separate form must be completed for each child.
Section D – Authorising Officer’s Signature (tick and sign to confirm agreement)

☐ I certify that I have seen the supporting documentation and the child/ren detailed within Section B are recognised from the date of this signed authorised application.  
or  
☐ The child/ren detailed within Section B relationship are not recognised. Further information is required for the following reasons:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Rank/Appointment

<table>
<thead>
<tr>
<th>Signature</th>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Section E - Unit HR Staff Action (tick and sign to confirm agreement)

☐ I certify that copies of all relevant documentation are attached and retained in personal documents.

☐ I have forwarded this information onto the SP’s Unit HR and FAM Cell at the receiving FAM site.

<table>
<thead>
<tr>
<th>Service Person Signature</th>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Unit HR Signature</th>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## 1.2 Transitional Protection Entitlement

<table>
<thead>
<tr>
<th>Primary Accom Option</th>
<th>SP Cohort</th>
<th>JSP 464 Extant Policy (Vols 1 &amp; 2)</th>
<th>FAM Pilot Policy</th>
<th>Entitled to TP?</th>
</tr>
</thead>
<tbody>
<tr>
<td>SLA</td>
<td>All</td>
<td>All SP entitled to request SLA in accordance with JSP464 Vol 2.</td>
<td>All SP remain entitled to request SLA in accordance with JSP464 Vol 2.</td>
<td>No 49</td>
</tr>
</tbody>
</table>
| SFA                  | Currently Entitled | - OR SP currently entitled to request and retain SFA based on rank (OR 8-9) and/or family size in accordance with JSP464 Vol 1.  
- OF SP currently entitled to request and retain SFA based on rank in accordance with JSP464 Vol 1. | Currently entitled SP who select, and are allocated, SFA may experience a reduction in their entitlement under FAM due to a change from rank-based to a needs-based approach. These SP should be protected and be offered SFA at their current JSP464 entitlement level. | Yes            |
|                      | Newly Eligible | No current entitlement or eligibility to SFA under existing JSP464 accommodation policy. | Newly eligible SP who select, and are allocated, SFA are being offered an accommodation subsidy and choice not previously available to them. These SP do not experience any reduction in subsidy and therefore do not require TP. | No             |
| PRS (allocated as non-preferred choice) | Currently Entitled | An accommodation subsidy to live in PRS does not currently exist in JSP464 policy. | SP who are currently entitled to SFA and select SFA as their preference but, due to a lack of availability, are allocated PRS could experience a reduction in subsidy under FAM. This cohort would receive TP as they would see a reduced subsidy in the PRS that they would not have experienced in their preferred choice of SFA. | Yes            |
|                      | Newly Eligible | An accommodation subsidy to live in PRS | Newly eligible SP who select SFA as a preference but, due to a lack of availability, are | No             |

49 In maintain own Home option, when SP request SLA ≤ the core payment value, but are allocated SLA greater than the core payment value, they are disadvantaged by the removal of the SLA waiver and in this instance TP would apply.
<table>
<thead>
<tr>
<th>Primary Accom Option</th>
<th>SP Cohort</th>
<th>JSP 464 Extant Policy (Vols 1 &amp; 2)</th>
<th>FAM Pilot Policy</th>
<th>Entitled to TP?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>does not currently exist in JSP464 policy.</strong></td>
<td>allocated PRS are still in receipt of an accommodation offer and subsidy previously unavailable to them in the current accommodation offer. This cohort experience a positive change in entitlement in both SFA and PRS and therefore do not require TP.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRS (selected and allocated as preferred choice)</td>
<td>Currently Entitled</td>
<td><strong>An accommodation subsidy to live in PRS does not currently exist in JSP464 policy.</strong></td>
<td>SP entitled to an accommodation subsidy within current policy, but who select PRS as their preference, and are allocated PRS, could experience a reduction in subsidy under FAM. However, SP in this cohort have shown a preference for the PRS, are aware and have accepted any changes in entitlement when moving into the PRS.</td>
<td><strong>No</strong></td>
</tr>
<tr>
<td></td>
<td>Newly Eligible</td>
<td><strong>An accommodation subsidy to live in PRS does not currently exist in JSP464 policy.</strong></td>
<td>Newly eligible SP who select PRS as their preference, and are allocated PRS are in receipt of an accommodation offer and subsidy previously unavailable to them in the current accommodation offer. This cohort experience a positive change in entitlement and therefore do not require TP.</td>
<td><strong>No</strong></td>
</tr>
<tr>
<td>Maintain Own Home</td>
<td>Currently Entitled</td>
<td>Married SP and SP in a Civil Partnership are currently entitled to SFA and/or SLA.</td>
<td>SP who are married or in a Civil Partnership, who continue to live in or purchase their own home will experience either a positive or nil change under FAM. Introduction of a core payment would be an improvement on the existing offer for SP living in their own accommodation. Those SP who</td>
<td><strong>No</strong></td>
</tr>
</tbody>
</table>

<sup>50 In maintain own Home option, when SP request SLA ≤ the core payment value, but are allocated SLA greater than the core payment value, they are disadvantaged by the removal of the SLA waiver and in this instance TP would apply.</sup>
<table>
<thead>
<tr>
<th>Primary Accom Option</th>
<th>SP Cohort</th>
<th>JSP 464 Extant Policy (Vols 1 &amp; 2)</th>
<th>FAM Pilot Policy</th>
<th>Entitled to TP?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Newly Eligible</td>
<td>Single SP are currently entitled to SLA.</td>
<td>Single SP who continue to live in or purchase their own home will experience a positive change under FAM. Introduction of a core payment would be an improvement on the existing offer for SP living in their own accommodation. Single SP are not entitled to the current SLA waiver and would therefore not be disadvantaged by its removal. Those SP who pay for weeknight SLA would now receive a core payment to put towards its cost.</td>
<td></td>
<td>No</td>
</tr>
</tbody>
</table>

are married or in a Civil Partnership who utilise SLA for weeknight accommodation would see their SLA waiver removed under FAM. However, the core payment would, on average, offset the SLA charge in full for 15 of the 20 SLA types and grades. The 5 SLA types where the charge exceeds the core payment, are Grade 1 & 2 SLA for OFs and Grade 1 for ORs 5-9.

When SP request, and are allocated, SLA ≤ the core payment value they are not disadvantaged by the removal of the SLA waiver, therefore TP would not apply. When SP choose SLA greater than the core payment value as their preference TP would not apply.
# 1.3 Rental Payment Bands – Entitlement

<table>
<thead>
<tr>
<th>Band</th>
<th>Applicant Status</th>
<th>Notes</th>
</tr>
</thead>
</table>
| A    | Single SP/Sharers/Unaccompanied SP | -Single SP who are not married, in a Civil Partnership or LTR(E) in accordance with Chapter 1 Section II Para 0105 b. and do not have any eligible children (in accordance with Chapter 1 Section III Para 0114) will receive a Rental Payment Band A.  
-SP who are married, in a Civil Partnership or LTR(E) in accordance with Chapter 1 Section II Para 0105 b. and serve unaccompanied at their duty station have the option to receive a Rental Payment Band A. |
| B    | SP in a marriage, civil partnership or established Long Term Relationship – LTR(E) | SP in an approved established LTR(E) in accordance with Chapter 1 Section II Para 0105 b. and do not have any eligible children (in accordance with Chapter 1 Section III Para 0114) will receive a Rental Payment entitlement of Band B. |
|      | SP with 1 (one) eligible child | SP with one eligible child (in accordance with Chapter 1 Section III Para 0114), regardless of relationship status, will receive a Rental Payment Band B. |
| C    | SP with 2 (two) eligible children | SP with two eligible children (in accordance with Chapter 1 Section III Para 0114), regardless of relationship status, will receive a Rental Payment Band C. |
| D    | SP with 3 (three) eligible children | SP with three eligible children (in accordance with Chapter 1 Section III Para 0114), regardless of relationship status, will receive a Rental Payment Band D. |
| E    | SP with 4 (four) eligible children | SP with four eligible children (in accordance with Chapter 1 Section III Para 0114), regardless of relationship status, will receive a Rental Payment Band E. |
| F    | SP with 5 (five) eligible children | SP with five eligible children (in accordance with Chapter 1 Section III Para 0114), regardless of relationship status, will receive a Rental Payment Band F. |
|      | SP with 6 (six) eligible children | SP with six or more eligible children (in accordance with Chapter 1 Section III Para 0114), regardless of relationship status will be subject to casework via the Central FAM Team to determine their Rental Payment Band. |
### 1.4 PRS - Relocation and entitled payments

<table>
<thead>
<tr>
<th></th>
<th>Deposit Advance</th>
<th>Disturbance Expense</th>
<th>Early Surrender Relief</th>
<th>FAM Expenses (Transaction Costs)</th>
<th>MSPE</th>
<th>Property Sourcing</th>
<th>Rental Advance</th>
<th>Rental Advance in Lieu of Guarantor</th>
<th>Rental Overlap</th>
</tr>
</thead>
<tbody>
<tr>
<td>On receipt of assignment order</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Change of family size</td>
<td>✔</td>
<td>✔</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
</tr>
<tr>
<td>Promotion</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
</tr>
<tr>
<td>Security/Personal safety</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Evictions</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
</tr>
<tr>
<td>Welfare, Medical, Compassionate</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
</tr>
<tr>
<td>Relationship Breakdown/Estrangement</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
<td>✗</td>
</tr>
<tr>
<td>Sharing a tenancy agreement with others</td>
<td>✔</td>
<td>SINGLE RATE</td>
<td>✔</td>
<td>SINGLE RATE</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
</tbody>
</table>

- ✔ Relocation event eligible for supporting allowance
- ✗ Relocation event not eligible for supporting allowance
- * Relocation event eligibility subject to specific conditions, e.g. where there is eligibility for Transitional Protection
### Maintain Own Home – Relocation and entitled allowances/payments

<table>
<thead>
<tr>
<th>Type of Move</th>
<th>Situation</th>
<th>DE</th>
<th>MSPE</th>
<th>RLE (FAM)</th>
</tr>
</thead>
<tbody>
<tr>
<td>First purchase</td>
<td>SP already assigned to a pilot site, purchasing a home mid-assignment on rollout of FAM at the site</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>SP claiming a supported move mid-assignment will not be entitled to a move at the end of the same assignment in which the property was purchased. The next entitled move will be at the end of the first FULL assignment following the purchase.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SP claiming a supported move mid-assignment will not be entitled to a move at the end of the same assignment in which the property was purchased. The next entitled move will be at the end of the first FULL assignment following the purchase.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First Purchase</td>
<td>SP newly assigned to a pilot site, purchasing a home on receipt of assignment order to a pilot site</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Subsequent Move</td>
<td>Receipt of an assignment order</td>
<td>✓</td>
<td>✓</td>
<td>✗</td>
</tr>
</tbody>
</table>
## 1.6 Transitional Protection - Mapping of OR and OF ranks to a FAM Rental Payment Band in the Private Rental Sector (PRS)

<table>
<thead>
<tr>
<th>Officers</th>
<th>Existing SFA Entitlement</th>
<th>FAM RP Band</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDS,</td>
<td>Type I</td>
<td>Bespoke rate</td>
</tr>
<tr>
<td>OF9 (4*)</td>
<td>Type I</td>
<td>Bespoke rate</td>
</tr>
<tr>
<td>OF8 (3*)</td>
<td>Type I</td>
<td>Bespoke rate</td>
</tr>
<tr>
<td>OF7 (2*) - in command</td>
<td>Type I</td>
<td>Bespoke rate</td>
</tr>
<tr>
<td>OF7 (2*)</td>
<td>Type II</td>
<td>Bespoke rate</td>
</tr>
<tr>
<td>OF6 - in command</td>
<td>Type II</td>
<td>Bespoke rate</td>
</tr>
<tr>
<td>OF6</td>
<td>Type III</td>
<td>F</td>
</tr>
<tr>
<td>OF5 – in command</td>
<td>Type II</td>
<td>Bespoke rate</td>
</tr>
<tr>
<td>OF5</td>
<td>Type III</td>
<td>F</td>
</tr>
<tr>
<td>OF4</td>
<td>Type III</td>
<td>F</td>
</tr>
<tr>
<td>OF3</td>
<td>Type IV</td>
<td>F</td>
</tr>
<tr>
<td>OF2 – with 4 or more children of any age, or 3 children aged 10 years or over</td>
<td>Type IV</td>
<td>F</td>
</tr>
<tr>
<td>OF2</td>
<td>Type V / Vs</td>
<td>D</td>
</tr>
<tr>
<td>OF1 – with 4 or more children of any age, or 3 children aged 10 years or over</td>
<td>Type IV</td>
<td>F</td>
</tr>
<tr>
<td>OF1</td>
<td>Type V / Vs</td>
<td>D</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other ranks</th>
<th>Existing SFA Entitlement</th>
<th>FAM RP Band</th>
</tr>
</thead>
<tbody>
<tr>
<td>RAF Warrant officers</td>
<td>Type D</td>
<td>F</td>
</tr>
<tr>
<td>RN/RM and Army WO1</td>
<td>Type C</td>
<td>D</td>
</tr>
<tr>
<td>OR – with 4 or more children of any age, or 3 children aged 10 years or over</td>
<td>Type D</td>
<td>F</td>
</tr>
<tr>
<td>OR with 2 or 3 children</td>
<td>Type C</td>
<td>D</td>
</tr>
<tr>
<td>OR with 0 or 1 child</td>
<td>Type B</td>
<td>B</td>
</tr>
</tbody>
</table>
1.7 SFA eligibility – newly eligible SP

- SP entitled to Transitional Protection will be allocated SFA in accordance with extant policy entitlement (JSP 464 Vol 1 Part 2 Chapter 3).
- Newly eligible SP will be allocated SFA of a type appropriate for their need, based upon entitlement and in accordance with the table below. (Eligible children can be found within Chapter 1 Section III.)

<table>
<thead>
<tr>
<th>Applicant Status</th>
<th>SFA Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>SP in a marriage, civil partnership or Established Long Term Relationship LTR(E) without children.</td>
<td>2 - bed SFA</td>
</tr>
<tr>
<td>SP with 1 (one) eligible child</td>
<td>2 - bed SFA</td>
</tr>
<tr>
<td>SP with 2 (two) eligible children</td>
<td>3 - bed SFA</td>
</tr>
<tr>
<td>SP with 3 (three) eligible children</td>
<td>3 - bed SFA</td>
</tr>
<tr>
<td>SP with 4 (four) eligible children</td>
<td>4 - bed SFA</td>
</tr>
<tr>
<td>SP with 5 (five) or more eligible children</td>
<td>4 - bed SFA</td>
</tr>
</tbody>
</table>
## SFA eligibility – Indicative Price Range for CAAS Band charge

<table>
<thead>
<tr>
<th>Applicant Status</th>
<th>SFA Type</th>
<th>Expected SFA Price Range – Daily Charge*</th>
</tr>
</thead>
<tbody>
<tr>
<td>SP in a Marriage, Civil Partnership or Established Long Term relationship - LTR(E)</td>
<td>2-bed SFA</td>
<td>£9.58</td>
</tr>
<tr>
<td>SP with 1 (one) eligible child</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SP with 2 (two) eligible children</td>
<td>3-bed SFA</td>
<td>£13.32</td>
</tr>
<tr>
<td>SP with 3 (three) eligible children</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SP with 4 (four) eligible children</td>
<td>4-bed SFA</td>
<td>£21.76</td>
</tr>
<tr>
<td>SP with 5 (five) eligible children</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Expected SFA Price Range based on AFPRB Pay Award 2018 CAAS Charges. Using DH+ (Upper/Urban) for the Max expected SFA charge, and DH (Upper/Remote) for the Min. (Includes charge for standard purpose built garage.)
1.9 Rental Payment Structure – Benchmark Cost.

Annex I

Benchmark Rental Cost in Private Rental Sector (PRS) = Broadly comparable to equivalent SFA
1.10 Dual Serving Military SP – RP breakdown comparison to 2 SP (not in a relationship) and SP in a relationship with a civilian

A. Single SP (sharing)

- SP1 & 2: Share the Geographic element of the Rental Payment for a property at the SP’s assigned location

- SP1: Core Payment
- SP2: Core Payment
- SP1 & 2: Both pay a personal contribution

B1. Couple (Dual SP: co-located)

- SP1: Geographic payment
- SP1: Core Payment
- SP1: personal contribution

B2. Couple (Dual SP: separated service)

- SP1: Geographic payment
- SP1: Core Payment
- 2nd SP gets an additional core payment when undertaking separated service
- SP1: personal contribution

C. Couple (SP + Civilian)

- SP Geographic payment
- SP Core Payment
- SP personal contribution
1.11 Renting below Entitled Benchmark Cost – the FAM Gainshare approach

SP selecting to rent a property below the value of the entitled benchmark cost will see a reduction in both the Rental Payment they receive and the personal contribution they pay. When SP choose to rent below the value of their entitled benchmark cost, any savings are split between MOD and SP by the proportionate difference between the maximum rental payment and the benchmark rent for a given base and entitlement.

For example: Where the given entitled benchmark cost = [X]:
- SP finds a property that costs £100 less than their entitled benchmark rent, the £100 rent saving is split between the MOD and SP.
- The rental payment will decrease, saving the MOD.
- The SP contribution will decrease, saving the SP.
### 1.12 Accommodation Cost Overlap Policy

<table>
<thead>
<tr>
<th>Outgoing Property</th>
<th>New Property</th>
<th>Policy</th>
</tr>
</thead>
</table>
| PRS               | PRS          | New: SP are responsible for payment of rent on the new property from the start of the tenancy agreement.  
|                   |              | **Outgoing:** From the date SP become responsible for payment of the new property Defence will pay the SP an amount to cover the rental cost of the outgoing accommodation, including the SP’s Personal Contribution (PC), for up to one month (three months by exception) in accordance with Chapter 2, Section V, Para 0232. The Accommodation Cost Overlap amount payable by Defence will be capped in accordance with the limitations detailed in Chapter 2 Section V Para 0219. It remains the responsibility of the SP to continue to pay the monthly rent until the end of tenancy/notice period. |
|                   | SFA          | New: SP are responsible for payment of the SFA CAAS charge on the new property from the start date of the licence to occupy.  
|                   |              | **Outgoing:** From the date SP become responsible for payment of the new property Defence will pay the SP an amount to cover the rental cost of the outgoing accommodation, including the SP’s Personal Contribution (PC), for up to one month (three months by exception) in accordance with Chapter 2, Section V, Para 0232. The Accommodation Cost Overlap amount payable by Defence will be capped in accordance with the limitations detailed in Chapter 2 Section V Para 0219. It remains the responsibility of the SP to continue to pay the monthly rent until the end of tenancy/notice period. |
| SFA               | PRS          | New: SP are responsible for payment of rent on the new property from the start of the tenancy agreement.  
|                   |              | **Outgoing:** From the date SP become responsible for payment of the new property Defence will waive the SFA charge on the outgoing property for up to one month (three months by exception) in accordance with Chapter 2, Section V, Para 0232. |
1.13 Complaint/Application to Review Form

MINISTRY OF DEFENCE

FUTURE ACCOMMODATION MODEL (FAM) PILOT
COMPLAINT/APPLICATION TO REVIEW

This form is to be used for all complaints arising from the interpretation of FAM pilot policy (JSP 464, Volume 4). The form and any supporting evidence are to be emailed to the appropriate recipient. The initial complaint, Stage 1, is administered by the Pilot Site FAM Cell.

- HMNB Clyde
- Aldershot Garrison
- RAF Wittering

Applications for review, Stage 2, are administered by the FAM Complaints Review Panel at Defence People-Accommodation. Stage 2 can only be initiated following the closure of the Stage 1 process – a formal decision by the FAM Cell via this form.

All complaints for the provision of Service accommodation outside the FAM Pilot or for the maintenance of Service provided accommodation are to be handled in accordance with grievance procedures in JSP 464, Volume 1, Part 1.

<table>
<thead>
<tr>
<th>Serial Number</th>
<th>(For official use only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Complaint</td>
<td>(For official use only)</td>
</tr>
</tbody>
</table>

I declare that the information provided in this form is true to the best of my knowledge and belief.

Privacy Notice: By submitting information using this form I understand and accept that in pursuing this complaint/application for review, it may be necessary to release certain information to other agencies, bodies or organisations within or working with the Ministry of Defence in accordance with the Data Protection Act 2018 and General Data Protection Regulation for use connected with this complaint/application for review.

Please ensure that you complete all parts of Stage 1 only. Failure to do so may result in your form being returned and incurring a delay.
STAGE 1

PART A - SUMMARY OF COMPLAINT

Full details are to be given in Part D.

<table>
<thead>
<tr>
<th>Brief description of the complaint</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Brief statement on the desired outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

PART B - PERSONAL DETAILS

<table>
<thead>
<tr>
<th>Service</th>
<th>Royal Navy</th>
<th>Royal Marines</th>
<th>Regular/ FTRS(FC)</th>
<th>Regular</th>
<th>FTRS(FC)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rank</td>
<td>Service Number</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forename(s)</td>
<td>Surname</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Unit</td>
<td>Current UIN</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Unit</td>
<td>Current Residential Accommodation Option</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SLA</td>
<td>Private Owned/ Rented Home</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SFA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MOH</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Relationship Status</td>
<td>□ Single</td>
<td>□ Married</td>
<td>□ Civil Partnership</td>
<td>□ Long Term Relationship (Established)</td>
<td>Number of adults resident at the property</td>
</tr>
<tr>
<td>------------------------------</td>
<td>-----------</td>
<td>-----------</td>
<td>---------------------</td>
<td>--------------------------------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>Number of entitled children resident at the property or visiting for over 80 nights per calendar year</td>
<td>□ 1</td>
<td>□ 2</td>
<td>□ 3</td>
<td>□ 4</td>
<td>□ 5</td>
</tr>
<tr>
<td>Other welfare considerations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Do you have Transitional Protection in accordance with JSP 464, Volume 4, Chapter 1? □ Yes □ No

Do you have Preserved Rights in accordance with JSP 464, Volume 4, Chapter 6? □ Yes □ No

Contact email

Contact telephone no.

**PART C - ARRIVALS/CHANGE OF PROPERTY DETAILS**

<table>
<thead>
<tr>
<th>Departure date from current unit (if applicable)</th>
<th>(dd/mm/yyyy)</th>
<th>Arrival date at future unit (if applicable)</th>
<th>(dd/mm/yyyy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Future assigned unit (if applicable)</td>
<td></td>
<td>Future assigned UIN (if applicable)</td>
<td></td>
</tr>
<tr>
<td>Future assigned location (if applicable)</td>
<td></td>
<td>FAM Requested/ Preferred Accommodation Option</td>
<td>□ SLA □ SFA □ PRS □ MOH</td>
</tr>
</tbody>
</table>

**PART D - COMPLAINT DETAILS**

Details of the Complaint
To be written in the first person. Start at the beginning and go through the facts in chronological order. Where relevant include the dates of all important events plus what advice was sought or offered and by whom

Supporting Evidence
List all relevant policy references (giving chapter and paragraph) that have been included to support this submission. Submit as attachments all references that are not from Joint Service Publications.
### PART E - FAM CELL DECISION

<table>
<thead>
<tr>
<th>Will any information that has been provided change in the next 90 days?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Yes</td>
</tr>
<tr>
<td>If yes, please provide details</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supporting policy references</th>
<th>List all relevant references that support the response</th>
</tr>
</thead>
</table>
STAGE 2

APPLICATION FOR REVIEW

Complete this section if you are dissatisfied with the outcome from Stage 1. Include all attachments submitted at Stage 1 together with any additional evidence. Applications for review, Stage 2, are administered by the FAM Complaints Review Panel at the Defence People-Accommodation.

PART A – DETAILS

<table>
<thead>
<tr>
<th>I believe I have been unfairly disadvantaged</th>
<th>□ Yes    □ No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Has new evidence has come to light?</td>
<td>□ Yes    □ No</td>
</tr>
<tr>
<td>I can show that insufficient weight was given to the evidence originally presented</td>
<td>□ Yes    □ No</td>
</tr>
<tr>
<td>Please provide details of why you do not accept the Stage 1 decision.</td>
<td></td>
</tr>
<tr>
<td>Additional supporting evidence</td>
<td>List all relevant references that have been included to support this submission</td>
</tr>
<tr>
<td>Will any information that has been provided change in the next 90 days?</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>□ Yes</td>
<td></td>
</tr>
<tr>
<td>□ No</td>
<td></td>
</tr>
<tr>
<td>If yes, please provide details</td>
<td></td>
</tr>
</tbody>
</table>

**PART B - FAM COMPLAINTS REVIEW PANEL DECISION**

<table>
<thead>
<tr>
<th>Supporting policy references</th>
<th>List all relevant references that support the response</th>
</tr>
</thead>
</table>

If you are dissatisfied with the outcome from Stage 2, you may initiate a Service Complaint in accordance with JSP 831 – Redress of Individual Grievances: Service Complaints.