

**JSP 464** 

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

**Part 1: Directive** 

#### **Foreword**

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

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

JSP 464 Volume 2 is the authoritative policy and guidance for the provision of Single Living Accommodation (SLA) and Substitute Service Single Accommodation (SSSA) both in the UK and Overseas.

Vice Admiral Phil Hally Chief of Defence People Defence Authority for People

#### **Preface**

#### How to use this JSP

- 1. JSP 464 Volume 2 Part 1 provides the policy direction for the provision of permanent SLA and the substitute equivalents to trained personnel<sup>1</sup>. Facilities to temporarily accommodate Service Personnel on operations and or whilst deployed on a training estate will be subject to single Service arrangements.
- 2. This JSP only requires Part 1:
  - a. Directive, which provides direction that must be followed, in accordance with statute or policy mandated by Defence or on Defence by Central Government.

#### **Coherence with other Defence Authority Policy and Guidance**

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

Related JSPs	Title
JSP 464 Vol 1 Part 1 - Directive	Tri Service Accommodation Regulations Vol 1 Part 1: Service Family Accommodation (SFA) and Substitute Service Family Accommodation – UK and Overseas
JSP 464 Vol 1 Part 2 - Guidance	Tri Service Accommodation Regulations Vol 1 Part 1: Service Family Accommodation (SFA) and Substitute Service Family Accommodation – UK and Overseas
JSP 464 Vol 3 Part 1 - Directive	Tri Service Accommodation Regulations Vol 3: Service Accommodation Charges, Combined Accommodation Assessment System (CAAS) and 4 Tier Grading (4TG)
JSP 464 Vol 3 Part 2 – Guidance	Tri Service Accommodation Regulations Vol 3: Service Accommodation Charges, Combined Accommodation Assessment System (CAAS) and 4 Tier Grading (4TG)
JSP 464 Vol 4 - Directive	Tri Service Accommodation Regulations Vol 4: Future Accommodation Model (FAM) pilot.
JSP 752	Tri Service Regulations for Expenses and Allowances
JSP 753	Regulations for the Mobilisation of UK Reserve Forces
JSP 754	Tri Service Regulations Pay
JSP 456	Defence Catering Manual_Pt 2 Vol 2, Chapter 7 Mess management.
JSP 850	JSP 850 - Building Performance Standards (BPS) provides the technical, functional and spatial standards, along with guidance to MOD on capital and operational costs of infrastructure projects. BPS 1 covers living accommodation and comprises

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<sup>&</sup>lt;sup>1</sup> Trained personnel – for SLA those personnel undergoing initial, Phase 1, Phase 2, personnel undergoing Phase 3 training or serving in front line units (unless posted/detached to other duties).

	of BPS 1.1 – Single Living Accommodation Hd People-Accommodation is the 'Patron'[1] of BPS 1.
MOD Statement of Civilian Personnel Policy	Change of Work Locations in the UK
MOD Statement of Civilian Personnel Policy	Change of work location and travel and subsistence - rates of allowances, costs, rates and charges

#### **Further Advice and Feedback – Contacts**

4. The owner of this JSP is People Accommodation Policy, Defence People, MOD. Initial requests for further information on any aspect of this guide, or questions not answered within the subsequent sections, or to provide feedback on the content should be directed to single Service leads, as per the poc detailed below:

Job Title/E-mail	Project focus			
NAVY NPS-PEOPLE SPT ACCOM SO2				
ArmyPers-Pol-PersSvcs-Accn- SO2@mod.gov.uk	Influencing, developing and implementing Tri-Service			
Air-COSPers- DelComSptMlbx@mod.gov.uk	policies for the single Service accommodation conditions including representing single Service interests and concerns regarding current policy or issues out-with JSP 464.			
UKStratCom-HR-Corp-StratPol (MULTIUSER)	issues out-with Joh 404.			
DES HRJSST-Plans Ops Sp				
CDP Accommodation Policy People-Accomm-CurrentTeam (MULTIUSER)	Overall responsibility for policies laid out in JSP 464 in conjunction with single Service Accommodation Colonel staffs.			
CDP (AF Rem) Allces Team People-AF Rem-Allces WO1	JSP 752 and JSP 754 Pay and Allowances General information and advice on this publication, not related to eligibility or entitlement and the provision of feedback on the content			
DEF Log – Strat - Pol Cat Svcs Catering Policy	Sponsorship of JSP 456.			
DBS Civilian Personnel	Enquiry Centre Accommodation Allowances: https://knowledge.chris.r.mil.uk/contact/email_template.php			

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### **Table of Amendments**

This JSP part was first issued on 7 September 2015 and replaces JSP 464 Part 3 - Change 19 dated 5 May 2015.

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6	Various	6 Nov 2017
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9	5	01 April 2019
10	Various	01 July 2019
11	Various	30 Sept 2019
12	2	03 Feb 20
13	All	20 Jul 20
14	6	01 Jul 21
15	8	01 Nov 21
16	4	01 Feb 22
17	4	01 Apr 22
18	Various	01 Jul 2022
19	Foreword, 4,8	07 Feb 2023
20	8	18 Apr 2023
21	Annex A to Ch 1; 3.303; Annex A to Ch 3; 4.103; Ch 6 Section IX; 8.300; 8.302-06; 8-B-III-4; 8-C-III-2; Deletion Annex 8-B-IV; 8-A-V-2; 8.901; Deletion Ch 9	28 Jul 23
22	Deletion - Annex B to Ch 8 Section IV (moved to Vol 1 Pt3 Ch4)	3 Nov 23

## 1 Principles

#### **Strategic Overview**

- **1.100.** Provision of Service Accommodation. It is a condition of service in recognition of their inherently mobile lifestyles, frequently remote bases and terms of service, that Regular Service (including FTRS(FC)) personnel are provided with high quality subsidised accommodation.
- **1.101. Responsibility for Policy**. Chief Defence People (CDP) is responsible for the formulation of Defence living accommodation policy and delegates the lead to Director Armed Forces Personnel Policy, who delegates day to day responsibility to Head People Accommodation (Hd Accom). In discharging these responsibilities Hd Accom may consult with the single Service Accommodation Colonels<sup>2</sup>.
- **1.102. Applicability of Regulations**. JSP 464 Vol 2 is intended as a publication which details policy and direction for the provision of SLA and the substitute equivalents to Service personnel on a worldwide basis. An overview is given for accommodation in operational theatres and temporary accommodation at training areas where single Service arrangements will apply. Where other publications may provide local or single Service direction, JSP 464 is the overarching and definitive policy source-document.
- **1.103. Governance of the Policy**. JSP 464 Tri Service Accommodation Regulations (TSARs) is the overarching and definitive policy source document for the provision of Defence living accommodation and takes primacy on all accommodation matters. Sponsorship and policy changes are completed by People-Accommodation, proposed by single Service Accommodation Colonel staff. Review of policy and delivery is through the Accommodation Policy Working Group (APWG) and Accommodation Steering Group (ASG), where there is standing membership from FLCs and TLBs. Where applicable further endorsement may be sought by the ASG via the Military Personnel Leadership Team (MPLT) and then Defence People Leadership Team (DPLT). Governance framework can be found in more detail in chapter 1 Part 1 of this JSP.
- **1.104.** Single Living Accommodation Expert Group (SLAEG). Coordinated by DP Accommodation policy staff providing a platform for SLA stakeholders from Single Services and TLBs to centrally discuss, raise and assist other enquirers on SLA. The group raises issues to the Accommodation Coherence Group (ACG) for awareness and action. SLAEG standing members work closely with APWG and Infrastructure Working Group (IWG) on proposals for change requiring endorsement. The SLAEG is the conduit for any SLA initiatives across Defence. Governance Framework for this group are at Annex A to this chapter.

#### **Operational Overview**

**1.105. Sponsorship of SLA**. The single Services/TLBs are responsible for the provision of SLA in respective theatres in accordance with the overarching policy guidelines laid down in JSP 464 Volume 2, and their respective Service/Theatre/Command instructions. Sponsors may adopt variations in procedures which best meet the

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

circumstances of their respective theatres and their requirements at the local level. Sponsors of SLA are as follows: RN, Army, RAF, UK STRATCOM, HO&CS, DE&S

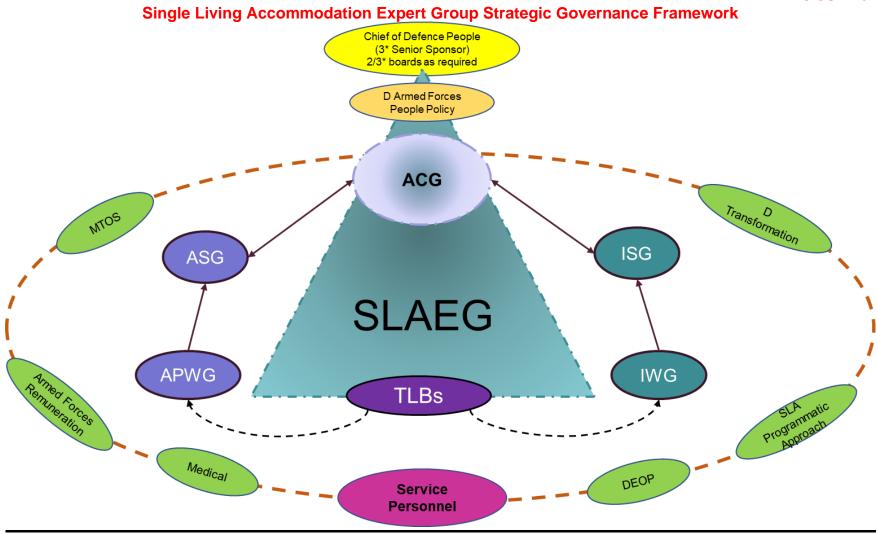
**1.106. Single Service Policy**. Where the single Services have identified a potential requirement for bespoke policy outside JSP 464 (e.g. cooking in the block), must be raised for discussion through the SLAEG to determine if there is wider Tri-Service support. If agreed, the lead single Services should submit a fully scoped concept document via Service Accommodation Colonel Staff. Hd Accom, DP will determine the appropriate level for endorsement.

#### **Tactical Overview**

**1.107.** Challenges to Policy. Service personnel should raise any challenges relating to accommodation policy with their respective Chain of Command (CoC), detailing clearly the issue, the change being sought and the justification for the changes, including any issue of potential discrimination. Where the CoC cannot resolve the issue, they should seek advice from the relevant single Service Accommodation Colonel policy staff<sup>3</sup>.

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



#### Roles and Finctions of listed Groups in relation to the SLA Expert Group

Working Group/Group	SLAEG Relationship	Deliverable
Accommodation Coherence Group (ACG)	<ul> <li>Endorse or challenge proposed SLA issues.Prioritise.</li> <li>Allocate to an ACG member for action via bespoke governance frameworks.</li> </ul>	<ul><li>Clear direction.</li><li>Accountability.</li></ul>
Accommodation Steering Group (ASG)/Infrastructure Steering Group (ISG)	<ul> <li>Redefine requirement where necessary.</li> <li>Define key milestones and proposed due date.</li> <li>Feedback to ACG where appropriate and necessary.</li> </ul>	<ul> <li>Clear direction.</li> <li>Recommendations.</li> <li>Accountability of workstream.</li> </ul>
Single Living Accommodation Expert Group (SLAEG)	<ul> <li>Identify and Discuss issues to define project.</li> <li>Prioritise issue to present to the ACG for awareness and validation.</li> <li>Be available as advisory group for APWG, OSWG, IWG and bespoke programmes.</li> <li>Conduit for ne SLA projects, pilots or programmes from TLBs.</li> </ul>	<ul> <li>Raise awareness of SLA.</li> <li>Identify SLA issues.</li> <li>Present proposed projects to ACG.</li> <li>Advise for all new SLA projects for central accountability.</li> <li>Central ownership.</li> <li>Lessons shared and learned.</li> <li>Shared practices.</li> </ul>
Overseas Working Group	<ul> <li>Advise on parity between UK and Overseas SLA policy.</li> </ul>	<ul><li>Raise overseas SLA issues.</li><li>Contribute SLA expertise to the overseas arena.</li></ul>
Existing Governance	Uses existing governance framework to conduct work for endorsement.	<ul><li>Ownership.</li><li>Accountability.</li><li>Direction.</li><li>Resolution.</li></ul>

# 2 Definitions for Single Living Accommodation (SLA)

- **2.100**. **Accompanied Service**. Accompanied service is deemed to exist when a Service person maintains a home in which their spouse/civil partner and any dependent children normally live and from which the Service person travels daily to work at their duty station. Accompanied service for a single parent (Personal Status Category 2) is deemed to exist when the Service parent maintains a home in which their dependent children would normally live and from which they travel daily to work at their duty station. For full details refer to JSP 752 Annex A to section 1 of ch 2.
- **2.101. Assignment**. The tri-Service term 'Assignment' has replaced the terms posting, draft, appointment, detachment and attachment.
- **2.102. Cohabitation**. For this policy, cohabitation is defined as Service personnel living with a partner, who is not their legal spouse/civil partner, in an established Long-Term Relationship (LTR(E)) which is recognised by Defence and recorded appropriately on JPA.
- **2.103. Demobilisation**. Demobilisation is the process used to formally release the Reservist from their period of permanent service and includes normal J1/4 checks to ensure that there are no outstanding issues before a Reservist is released on annual or Post Operational Leave (AL/POL).
- **2.104. Detachments**. Personnel are requested to move away from their base location / detached for an extended period on short courses or temporary duties other than operations.
  - a. **Military Short detachment**. Defined as a continuous period of agreed absence from duty location for up to 6 months duration.
  - b. **Civilian Temporary Posting**. A posting that is planned to last more than 1 month and up to 365 days will be considered temporary.
  - c. **Civilian Short-term Business**. Occasionally it may be necessary to travel overseas for less than 1 month.
  - d. **Civilian Operational detachment**. An operational deployment is best defined as "the temporary deployment of civilian staff to an operational theatre overseas to support directed operational military tasks". It will vary in duration, but it is unlikely that a tour will exceed 6 months.
- **2.105. Duty Station**. A Service person's Duty Station is one to which they have been ordered, in writing (e.g. assignment order, temporary assignment order, course instruction) to report, to carry out their duties.
- **2.106. Eligibility**. For the purposes of these regulations, eligibility refers to 2 circumstances:
  - a. Where an entitlement to SLA exists, the individual is eligible a type of SLA that is

based on their rank, but this is subject to availability; no entitlement to rank-based SLA exists;

b. Where an individual is not entitled to SLA; but in certain circumstances, is eligible to occupy surplus SLA.

Or an individual has not met required criteria for accommodation entitlement, but in certain scenarios could be eligible to occupy surplus accommodation

- **2.107. Entitled**. Having a service right to be allocated accommodation.
- **2.108. Homeowner**. For the purpose of this policy: A Homeowner is a Service person who owns a property, which is not let to another person, and in which they normally reside at weekends, stand downs or during periods of leave. If the Service person is Personal Status Category 1, 1c or 2, the property must be occupied by their immediate family.
- **2.109. Householder**. A Householder is a Service person who rents private accommodation, provided the rent is not paid wholly or in part by, or on behalf of, the MOD, which is not let to another person, and in which they normally reside at weekends, stand downs or during periods of leave. If the Service person is Personal Status Category 1, 1c/s or 2, the property must be occupied by their immediate family.
- **2.110.** Living In. The occupation of officially provided SLA or the substitute equivalents.
- **2.111**. **Living Out**. The voluntary but authorised occupation of private accommodation (which may be owned or rented) by single and unaccompanied Service person.
- **2.112**. **Local Service Commander (LSC)**. For the purposes of these regulations a LSC is the appointed person who is responsible for the overall command, management and leadership of an establishment or a group of establishments.
- **2.113. Messing Facility**. A Service messing facility may be in the UK or overseas and is any cookhouse, canteen, galley, Mess dining room or temporary facility where food is provided under Service arrangements. This would include similar facilities provided by foreign government forces.
- **2.114. Mid-Assignment Move (MAM)**. For the purposes of these regulations a Mid-Assignment Move occurs when a Service Person is forced to move their Residence at Work Address, which is either SLA or SFA and equivalents, during their current assignment to a different property. Moves to and from a privately owned or rented property will not normally be considered as a Mid-Assignment Move. The move may be for Service Reasons, compassionate, welfare or medical reasons. Entitlements to allowances for such moves are detailed in the relevant sections of this JSP.
- **2.115. Mobilised**. For the purposes of this JSP, mobilisation is the process by which an individual Reservist, or group of Reservists, is brought into permanent service. Once brought into permanent service, Reservists attract many of the same rights and benefits as their Regular counterparts.
- **2.116.** Non Availability Certificate (NAC). A certificate issued to an entitled Service Person, when there is no service provided accommodation available.

- **2.117. Non Entitled**. The individual has not met the qualifying criteria to be allocated accommodation.
- **2.118.** Personal Effects (PE). PE are the personal and household belongings which a SP and their immediate family would reasonably be expected to own and remove from one home, or SLA, to another.
- **2.119.** Permanent Residence Single Personnel. The address where the single Service person resides during the normal course of their day-to-day duties also known as a Residence at Work Address (e.g. SLA, own home, private rental, surplus SFA).
- **2.120.** Personal Status Category (PStatCat). The declared personal status of Service personnel is defined by Personal Status Category (PStatCat). A list of PStatCat definitions can be found at JSP 752 Chapter 2 Section 2.
- **2.121. Public Accommodation**. Any type of accommodation, whether permanent or temporary, owned, leased, requisitioned or provided by, or on behalf of, any Government Department of the United Kingdom.
- 2.122. Reserve Forces. UK Reserve Forces consist of:
  - a. **Volunteer Reserve Forces**. Volunteers who accept an annual training commitment and a liability for call out for permanent service. The Volunteer Reserve Forces are the Royal Naval Reserve, the Royal Marines Reserve, the Army Reserve and the Royal Auxiliary Air Force.
  - b. **Ex-Regular Reserve Forces**. Ex-Regular Forces personnel who, on leaving the regular forces retain a liability for call out. The Ex-Regular Reserve Forces are the Royal Fleet Reserve, the Regular Reserve and the Royal Air Force Reserve.
  - c. **Voluntary Ex Regular Reserve (VeRR).** SP undertaking VeRR must be members of the Regular Reserve. SPs who have ceased or will have ceased to be a compulsory member of the Regular Reserve, must become a voluntary member before taking up VeRR arrangement and remain a member whilst employed on VeRR.

#### Forms Reserve of Service:

- d. **Mandatory Annual Training**. This is obligatory training for reserve forces personnel.
- e. **Voluntary Training or Other Duties (VTOD)**. Members of the Reserve Forces are to be given the opportunity to volunteer to undertake a period of VTOD. Attendance under section 27 of the RFA 96 act, could include training, ceremonial duties, promotion courses, Adventurous Training, Force Development, formal output or on-the-job training.
- f. Additional Duties Commitment (ADC). An ADC is a formal binding commitment provided under RFA 96 Section 25, under which a member of the Reserve Forces commits, in writing, to perform specified duties for specified periods. A commitment can range between 4 weeks up to a maximum of 180 days in any twelve month period.

- g. **Full Time Reserve Service (FTRS)**. Section 24 of RFA 96 provides for a member of the Reserve Forces to enter into a binding commitment in writing to undertake a period of FTRS performing specified duties for a specified period. This is a formal binding commitment under which the Reservist is contracted to undertake duties. There are three types of FTRS: Full Commitment (FC), Limited Commitment (LC) and Home Commitment (HC); each with a different liability and attracting different benefits and entitlements.
- h. **High Readiness Reserves (HRR)**. HRR are members of any of the Reserve Forces who have specialist skills and who accept an increased liability for call out (under Part 4 of RFA 96). HRR meets the need for skills that might be in short supply in Regular and Reserve Forces and which might be needed early in a crisis.
- i. **Sponsored Reserves (SRs)**. SRs are employees whose employers have an arrangement (usually a contract) with the MOD for the provision of support services and who have become special members of a Reserve Force (under Part 5 of RFA 96). SRs have liabilities for training and call out so that they can be called out to continue to support MOD on operations, utilising their civilian skills, but as service personnel
- **2.123.** Single Living Accommodation (SLA). Any type of purpose built accommodation, whether permanent or temporary, owned, leased, requisitioned or provided by, or on behalf of MOD for the authorised use of single and unaccompanied Service personnel.
- 2.124. Single Service Personnel. Personnel who are in PStatCat 3, 4 and 5.
- **2.125.** Substitute Single Living Accommodation. Accommodation which broadly replicates SLA which could take any of the following forms:
  - a. **Substitute Service Single Accommodation (UK SSSA)** Rented accommodation provided, allocated and managed by the MOD Accommodation Agency Contractor.
  - b. **Lodging Allowance (UK only)** An allowance payable to Service personnel to enable them to make private arrangements to live in rented accommodation.
  - c. **Appropriated SFA as SLA (worldwide)**. SFA appropriated by a unit from a housing provider for use as SLA.
  - d. **Hiring (outside UK).** Rented accommodation for use as SLA provided either through the payment of Overseas Rent Allowance to individual personnel or through the central provision of such accommodation.
- **2.126. Transport Travel**. Transport travel taken to mean personal car, bike or local available public transport.
- **2.127.** Travel by other modes of transport. Taken to mean a means of getting to work from accommodation on an unscheduled route or without fixed charge such as Taxi, Bicycle, E-Carrier, car or walking.

- **2.128. Travel by public transport**. Taken to mean travel on a scheduled route with fixed charges, including; surface train, underground, bus and where appropriate internal ferry routes (e.g. Gosport Ferry)
- **2.129. Unaccompanied Service Personnel.** Personnel in PStatCat 1 who have declared their intention to serve VOLSEP or INVOLSEP, and PStatCat 2 personnel serving detached.
- **2.130. Unaccompanied Service**. Unaccompanied Service is deemed to exist when a Service person who would normally reside with their spouse/civil partner, lives in a Residence at Work Address (RWA) other than that in which their spouse/civil partner and/or dependant children normally live. Unaccompanied service for a single parent (PStat Cat 2) is deemed to exist when they are serving away from the home in which their dependant children would normally live with them. Unaccompanied service may be either Involuntary (INVOLSEP), which is generally for Service reasons, or Voluntary (VOLSEP) when the Service person chooses, for personal reasons, not to be accompanied at their duty station by their spouse/civil partner and/or dependant children.

# 3 Single Living Accommodation Overview

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#### SECTION I - LOCATION OF SLA

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#### SECTION III - SUBSTITUTE SLA

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#### Section I – Location of SLA

- **3.100. SLA at Duty Station**. Whenever possible, SLA is to be provided at the Service person's duty station, either within the wire or immediately adjacent to the establishment (within 10 minutes' walk). Provision of SLA elsewhere in the same Garrison or Naval Port Area, or at a location outside the Garrison or Port Area may only be authorised at the discretion of the Local Service Commander (LSC) and must not exceed 45 minutes travel by public transport and no more than 10 miles radius.
- **3.101. SLA in London Only (non-formed units)**. For those entitled Service personnel assigned to non-formed units in London on permanent assignment or temporary detached duty, SLA is to be provided within 60 minutes travelling time by public transport of the place of duty.
- **3.102. SLA in London Only (formed units)**. For those service Personnel assigned / detached to "formed units" in London will continue to be accommodated in accordance with the principle of being assigned outside of London contained in paragraphs 3.100 and 3.301a.
- **3.103. VCDS 45 Minute Travel List in London**. Personnel filling appointments on the VCDS 45 Minute Travel List in London are to be accommodated within 45 minutes travel by public transport of their place of duty. Refer to para 04.0102 of this JSP for an allocation.
- **3.104. Deployments on Operations or Training**. In operational theatres under the OPCON of CJO, PJHQ J1 will declare the minimum accommodation standards. This may require personnel to live in accommodation standards below that otherwise expected of SLA and include sharing where deemed appropriate.

#### Section II - Types of SLA

**3.200. Types of SLA**. The SLA estate is varied in age, type and condition which presents challenges for policy holders in how to define and summarise types of SLA. **JSP 850** defines Building Performance Standards (BPS) and provides the current technical, functional and spatial standards. BPS 1.1 covers the BPS for Single Living Accommodation; see Annex A to this section.

#### Section III - Substitute SLA

- **3.300. Guiding Principle**. In cases where there is either insufficient or inappropriate SLA, units will be required to seek substitute SLA. The following options are available.
- **3.301.** Substitute Service Single Accommodation (SSSA). Where SLA is not available, the Services (at Unit/Formation level in accordance with single Service Regulations) may exceptionally authorise the provision of fully furnished and equipped SSSA (there is no entitlement to furniture/equipment from Defence Accommodation Stores (DAS)) which will be sourced, allocated and managed by the MOD Accommodation Agency Contractor. The Authorising Officer is responsible for verifying the non-availability of SLA within the following situations and criteria:

- a. Authorisation of SSSA outside of London (outside M25) (either formed or nonformed units): 45 minutes commute by public transport or up to a 10 mile radius.
- b. Authorisation of SSSA in London (inside M25) (either formed or non-formed units): 60 minutes commute by public transport to the duty station. This can see SP being placed in SSSA up to and including zone 6.
- c. Authorisation of SSSA for those Personnel filling appointments on the VCDS 45 Minute Travel List in London are to be accommodated within 45 minutes travel by public transport of their place of duty.

Full details of the SSSA scheme are at Chapter 8.

- **3.302**. Lodging Allowance (LA) (UK only). In exceptional cases where service Personnel qualify for SSSA but no SSSA is available, in line with standards set in this JSP or it has been deemed inappropriate by the National contractor or sS HC, a Lodging Allowance can be awarded within the following criteria:
  - a. Those SP awarded LA will be eligible to make private arrangements to rent furnished accommodation (there is no entitlement to DAS furniture);
  - b. The selected property will be expected to meet SP entitled standards prescribed within JSP 850 from available local housing stock;
  - c. The selected property should normally be within 50 miles or 1½ hours travel by private or public transport.

Regulations for the payment of Lodging Allowance and those eligible are in JSP 752 Chap 5 Sect 3.

- **3.303**. **Appropriation of SFA as SLA**. In locations where there is a shortfall of SLA and there is SFA available which is not required for entitled occupants, that SFA may be appropriated as mess/barrack accommodation thereby avoiding the costs of SSSA. The decision as to whether SFA may be appropriated as SLA rests with the IPHD and for Overseas the housing staffs (in Germany in consultation with G4 Estate, HQ UKSC (G)). SFA appropriated as SLA should be as close to the Service establishment as possible and reflect the rules for the provision of SLA/SSSA maximum distance/commute from duty station.
- **3.304.** Appropriation of SFA as SLA for Seriously Sick/Injured/Disabled Single Service Personnel. Once the unit is notified of an individual's return and a requirement for appropriated SFA is identified, the unit is to consult with the IPHD or for Overseas the relevant PJOB Housing Provider to identify a suitable property, considering ongoing medical care and welfare support. The address of the allocated property is to be nominated within 15 days of receipt of application irrespective of the accommodation required date to enable adaptations to be planned and completed. The seriously sick/injured / disabled Service person (and any authorised carer / nurse) will occupy the property as an entitlement for the duration of their assignment(s). The occupant will pay the rank appropriate G2 for SLA charges. Costs for making any adaptations required will be borne by the parent unit for the duration of the appropriation. The property appropriated will be ring-fenced for the duration of need with DIO Accommodation relinquishing the right to request the return of the property. The property, once adapted, should be retained wherever possible for future occupation by other seriously sick / injured / disabled Service personnel or dependants.

- **3.305**. **Management, Funding Maintenance and Furnishing of Appropriated SFA.** When appropriation is agreed, the SFA provider will hand the SFA over (at the contracted move in standard) to an administering unit; the administering unit will act as a proxy occupant and is responsible for:
  - a. **Costs.** Any conversion costs associated with the requirement to support appropriated SFA being occupied by single personnel i.e. in compliance with SLA building regulations, Fire Risk Assessment.
  - b. **Adaptations.** Where there is a requirement for appropriated SFA to be adapted to meet the needs of the occupant, this will be delivered by the SFA provider and funded by the unit.
  - c. **Occupation.** Co-ordinating the move in and move out of occupants and ensuring that personnel occupying appropriated SFA abide by the single Service mess/barrack rules.
  - d. **Repairs and Maintenance**. Repairs and maintenance will be undertaken by the Industry Partner under the contractual arrangements for the upkeep of SFA. Repairs are to be requested by either the occupant or named representative via the Occupancy Services helpdesk.
  - e. **Utilities**. The payment of utilities (electric/gas/oil) via DIO Utilities.
  - f. **Furnishings.** Providing furniture items to a standard and specification similar to SSSA<sup>4</sup> through their Defence Accommodation Stores (DAS) supplier. Where occupants of appropriated SFA can take meals at a local Service messing facility, e.g. Mess or Cookhouse (which in principle should be within 10 minutes' walk of the appropriated SFA), kitchen appliances/items shown in the SSSA specification should not be provided.
  - g. **Overseas Furniture Provision Scheme**. Furniture provided for rented accommodation/hirings to be utilised as SLA in overseas areas, should be based on the furnishing specification for SSSA in UK, except items compensated within Local Overseas Allowance (LOA) are not permitted, and where local messing facilities exist, the kitchen items shown in the specification should not be provided.
  - h. **Cleaning.** Ensuring that suitable cleaning equipment is made available<sup>5</sup> to enable occupants to keep the interior of the appropriated SFA to a hygienically clean standard.
  - i. **Grounds Maintenance.** Gardening support is to be funded by the unit and will be included in the inter-TLB transfer process. DIO Accommodation will, as required, provide grounds maintenance in line with Level 3 gardening support.
  - j. **Access.** Ensuring that appropriate access is granted to enable any maintenance/repairs and mandatory and statutory checks were being to be undertaken.
  - k. **Termination**. At the point of returning an appropriated SFA to the supplier, fund any works to move out standard, including removal of any specialist fire precautions and reinstating any kitchen appliances.

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<sup>&</sup>lt;sup>4</sup> Annex A to Section 5 of Chapter 8 SSSA Minimum Furnishings and Equipment Specification and Standard

<sup>&</sup>lt;sup>5</sup> Vacuum cleaner, mop & bucket, dustpan & brush, bin, lavatory brush

- **3.306**. **Hiring (overseas)**. The provision of hiring as substitute SLA through either the payment of Overseas Rent Allowance (ORA) to personnel, or through central provision of accommodation by the local administering unit, will depend on the availability and location of suitable rented property. As a guide, hiring for use as SLA should be provided within a radius of 45 minutes travel by public transport (thereby reflecting the arrangements for SSSA in GB (excluding London). Hiring for use as SLA should be furnished to a standard and specification like SSSA in GB except items compensated within Local Overseas Allowance are not permitted. At locations where occupants of hiring can take all meals at a local Service messing facility e.g.; Mess or Cookhouse (which as a guide should be within 10 minutes' walk of the hiring), the kitchen items shown in the specification should not be provided (see Chapter 7).
- **3.307**. Hotel Accommodation (UK and those Returning from Overseas). In the exceptional circumstance that accommodation (SLA/SSA) has been allocated but is not available upon the entitled SP's arrival at their duty station; hotel accommodation may be authorised in line with JSP 752.
- **3.308**. **University Halls of Residence**. Where individuals are attending a university or educational establishment as a full time student, in receipt of full rates of pay, and they are required to occupy (or wish to occupy where this is a cheaper option than SSSA) accommodation in the University Halls of Residence or equivalent, this accommodation should normally be administered by the MOD Contractor. Where this is not possible and the claimant is required to pay for the accommodation directly, he/she is to be reimbursed on an actuals basis by their unit pay office for the accommodation fees charged. Alternatively, the finance team may wish to pay charges direct. Costs are to be booked against RAC LBW001.

JSP 850 Building Performance Standards for SLA extract.

JSP 850 BPS	Туре	Rank of occupant	Description
1.1	SO	Senior Officer (Major and equivalent) and above.	A suite of rooms in the Officers Mess consisting of a sitting room and bedroom with en-suite provision (shower, basin and WC).
1.1	JO	Junior Officers (Captain and equivalent) and below.	A bedroom with en suite provision (shower, basin and WC).
1.1	OC	Officer cadet	A bedroom with en suite provision (shower, basin and WC).
1.1	С	Candidate	A bedroom with shared ablutions
1.1	S	WO and SNCO	A bedroom with en suite provision (shower, basin and WC).
1.1	Z	Other Ranks	A bedroom with en suite provision (shower, basin and WC).
1.1	Y	Personnel undergoing Ph 2 training and Personnel undergoing Ph 3 training, when there is no Type Z SLA available.	Bedspace in a 4 person room with shared ablutions.
1.1	Χ	Personnel undergoing Ph 1 Training	Bedspace in 8 or 12 person rooms with shared ablutions
1.1	Χ	RN Personnel undergoing Ph 1 training	Bedspace in 24 person room with shared ablutions

# 4 Entitlement / Eligibility and Non Entitlement to Single Living Accommodation

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#### Section I - Entitled Service Personnel

- **4.100**. To be entitled to SLA Service personnel must be:
  - a. Undertaking their initial training or be serving on a regular engagement with the UK Armed Forces or be a Full Commitment (FC) Reservist as defined in single Service instructions;
  - b. In Personal Status Category (PStatCat) 1 (serving unaccompanied), 2 (serving detached), 3, 4 or 5 as defined in JSP 752 Chapter 1 Section 4;
  - c. PStatCat 1 personnel undergoing marital/civil partnership breakdown who are authorised by the Local Service Commander to occupy SLA for up to a 3 month 'cooling off' period prior to marital/civil partnership reconciliation or estrangement (and change of PStatCat).
- **4.101**. **Service Personnel Appointed to a VCDS listed job**. Single and unaccompanied personnel filling appointments on the VCDS 45 Minute Travel list are entitled to occupy accommodation (which may be SLA or SSSA) within 45 minutes travel time by the most appropriate means of transport of their place of duty. VCDS List personnel may seek accommodation outside the 45 minute travel time for personal reasons with the approval of their Director. The next incumbent in role will be automatically reinstated on the list.
  - a. **VCDS Entitlement List**. MA/VCDS is responsible for notifying Directors of appointments within their areas of responsibility which qualify for inclusion on the List. Directors who wish to add or remove appointments on the agreed List must inform VCDS, copy to CDP Accommodation Policy, providing suitable justification. Amendments to the List may only be made with VCDS' express authority.
- **4.102. Service Police**. Due to the nature of their employment, Adjutant General's Corps (Royal Military Police) (AGC(RMP)) and Royal Air Force Police (RAFP) personnel are to be accommodated in discrete and segregated accommodation (i.e. flats, wings, floors within SLA blocks) in accordance with single Service Regulations.
- **4.103.** Both Spouse/civil partners are serving members of the Armed Forces. When both spouse/civil partners are serving members of the Armed Forces (dual serving couple) either at the same or different duty stations, one spouse/civil partner is designated as PStatCat 1S and the other spouse/civil partner is designated as PStatCat5S<sup>6</sup>.
  - a. Where a married Service couple/civil partners have elected for midway SFA there is no entitlement for SLA for either party at their respective duty stations but at the discretion of the LSC, and where availability permits, permission to occupy SLA at the assigned location on an eligible basis may be awarded to either partner for service reasons<sup>7</sup>. Under no circumstance should both dual serving SP be allowed to occupy SLA at their respective duty station in addition to SFA at the midway point, JSP 464 Vol 1 Part 1 Chapter 3 Para 0313 refers.
  - b. Married Service couple/civil partners who maintain a privately owned/rented family home, the location of which precludes **both** from travelling to and from during

<sup>&</sup>lt;sup>6</sup> See JSP 752 Chapter 2 Section 2.

<sup>&</sup>lt;sup>7</sup> E.g. Where the SP is required to work beyond their normal working day or undertake a task that would make the daily commute to the RWA unreasonable.

the working week, have an entitlement to SLA at their respective duty stations when serving married unaccompanied<sup>8</sup>. The following restrictions apply:

- (1) The family home must not be within 50 miles or 1½ hours travelling time.
- (2) The family home must not be let.
- (3) The family home must be where both partners would return for weekends and leave periods.
- c. Married Service couple/civil partners who maintain a privately owned/rented family home, the location of which precludes <u>both</u> from travelling to and from their duty stations during the working week, have an entitlement to SLA. If stationed at the same duty station accompanied PStatCat 1<sup>9</sup>, can elect for SLA instead of SFA at their respective duty stations but must be allocated separate rooms in accordance with rank entitlement.
- **4.104.** Service personnel granted a Career Intermission<sup>10</sup>. As soon as a Career Intermission is approved, SP who occupy SLA or SSSA are entitled to apply to the CO of the sponsoring unit to remain in line with the rules detailed in JSP 760 Annex A to Chapter 5 (Terms of Reference). A precis of those rules is as follows:

#### Occupying SLA Only:

- a. **3-6 months**: Service Personnel will be eligible to remain in the accommodation, subject to availability, for the duration of the Career Intermission;
- b. **6 to 12 months**. Service Personnel will be entitled to remain in the accommodation, subject to availability and approval by their CO, for the duration of the Career Intermission at entitled rates for the first 6 months and at non-entitled rates for the remainder of the period of the Career Intermission;
- c. **1 to 3 years**. For the first 93 days of the Career Intermission Service Personnel will be entitled to retain their existing SLA at entitled rates; however, after this period, they will **lose** their entitlement. Service Personnel may apply to the CO of the sponsoring unit to remain in SLA beyond the initial period of 93 days on payment of non-entitled food and accommodation charges. There is no guarantee that permission and availability will be granted.

#### Occupying SSSA Only:

- d. **3 months to 3 years**: Service Personnel will be required to vacate the property on completion of the initial period of 93 days and either move into SLA, provided approval has been granted by the CO, or make their own private arrangements.
- **4.105.** Adjutant General Corps Military Provost Guard Service AGC(MPGS). AGC (MPGS) are entitled to SLA on payment of the entitled SLA charge. However, there is no entitlement to SSSA.

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<sup>&</sup>lt;sup>8</sup> For accommodation charges, see JSP 464 Vol 3.

<sup>&</sup>lt;sup>9</sup> Only applies for those SP without children; including those adopted or fostered.

<sup>&</sup>lt;sup>10</sup> Previously known as a Career Break

- **4.106.** Reserve Forces Personnel. Specific groups entitled are listed below:
  - a. **Mobilised Reserve**. Reservists can be mobilised as part of an operation or under Defence Activities Other than Operations (DAOTO) and will be entitled to Service Accommodation:
  - b. **Full Time Reserve Service Full Commitment (FTRS-FC)**. Reserve' personnel are entitled to SLA at the point the binding contract commences.
  - c. **Mandatory Training**. Reservists undertaking Mandatory Annual Continuous Training are eligible to use temporary SLA at entitled rates as authorised by their Chain of Command.
- **4.107. Members of Foreign Armed Forces**. Entitlement to SLA on payment of the entitled SLA charge exists only when Foreign personnel are serving in official exchange or liaison appointments attached to the British Armed Forces. Any entitlement and/or eligibility outside these circumstances should be covered by a Memorandum of Understanding (MOU) which is to be presented by the individual on application. Additionally, eligibility<sup>11</sup> to SLA also exists for Foreign personnel attending the JSCSC who are to be charged non-entitled rates: Entitlement lasts for the duration of the course. Personnel serving with Partner Nations in accordance with Op BORONA are entitled to SLA and will pay entitled charges<sup>12</sup>.
- **4.108.** Royal Fleet Auxiliary (RFA). RFA personnel on official duty (e.g. training or professional courses) but not in receipt of RFA subsistence are entitled to SLA for the duration of their course and should pay entitled rates in align with JSP 456 Chapter 5. The onus to prove that RFA subsistence is not being claimed in order to establish accommodation charges rests with the RFA individual.
- **4.109. Foundation Doctors**<sup>13</sup>. Both Naval Foundation Doctors and AMS Medical Bursars undertaking Foundation Year (FY) 1&2 training are entitled to SLA and/or Substitute variants where SLA is not available and are charged at entitled rates where applicable. RAF Foundation Doctors are eligible for SLA at non-entitled rates (but not SSSA).
- **4.110.** Foundation Dentists<sup>14</sup>. Naval Foundation Dentists and AMS Medical Bursars undertaking Foundation Year (FY) 1 training are entitled to SLA and/or Substitute variants where SLA is not available and are charged at entitled rates where applicable. RAF

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<sup>&</sup>lt;sup>11</sup> Exceptionally, SLA has been provided specifically for foreign students at JSCSC and therefore they are eligible to be allocated SLA at that location. This does not mean that they are 'entitled or eligible personnel' in the sense of enjoying the terms and conditions of UK Service personnel.

<sup>&</sup>lt;sup>12</sup> MOU dated 23 Oct 08.

<sup>&</sup>lt;sup>13</sup> Foundation Doctors are defined as individuals who graduated from medical school, granted a probationary commission in the DMS, provisionally registered with the GMC and undertaking the two year statutory foundation programme leading to full registration with the GMC at the end of year one. During the probationary commission, they are given the rank of OF1 during FY1 and the rank of OF2 during FY2, i.e. post full GMC registration. It should be noted that medical cadets (defined as an undergraduate medical student, granted a probationary commission in the DMS with the rank of OF1 (Undergraduate Cadetship) for up to three years prior to graduating) have no entitlement to SFA/SSFA or eligibility for SLA/SSSA.

<sup>14</sup> Foundation Dentists are defined as individuals who graduated from medical school, granted a probationary commission in the DMS, provisionally registered with the GDC and undertaking the one-year statutory foundation programme leading to full registration with the GDC. During the probationary commission, they are given the rank of OF1. It should be noted that medical cadets (defined as an undergraduate dental student, granted a probationary commission in the DMS with the rank of OF1 (Undergraduate Cadetship) for up to three years prior to graduating) have no entitlement to SFA or SLA.

Foundation Dentists are eligible for SLA at non-entitled rates (but not SSSA).

- **4.111.** Entitlement to SFA by Appointment (in lieu of SLA). Some Service appointments require personnel to work either in the home or be accommodated away from subordinates. Accordingly, Service personnel PStatCat 1 (serving unaccompanied), and PStatCat 2, 3, 4 or 5 are entitled to SFA which meets the requirements of their work (not their accompanied entitlement), when employed in the following posts. Where SFA is not available for any reason, SSFA is not authorised except for Garrison / Station Commanders and Service Chaplains with unit pastoral care duties. SSSA to the appropriate scale is to be sourced in accordance with JSP 464 Volume 2 Part 1 Chapter 7.
  - a. Officers of OF4 rank and above serving in appointments designated as being In Command which is defined as being able to exercise Command Powers of Punishment in accordance with the Armed Forces Act 2006<sup>15</sup>. <sup>16</sup>, <sup>17</sup>;
  - b. RAF OF4 Station Executive appointments;
  - c. Regimental Sergeant Majors (RSMs) of Major Regular Army units<sup>18</sup> or RAF Station Warrant Officers:
  - d. Service Chaplains undertaking a pastoral responsibility at Unit level.
  - e. Serving members of the Army Welfare Service (AWS) employed as Army Welfare Workers (AWW) and serving members of the Naval Service Family & People Support (NS FPS);

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

- **4.111. Single Personnel Pregnant Single Serviceperson (PSS)**. PSS are entitled to SFA from 3 months before the expected date of expected due date up to the date of birth (at which point their PStatCat will change from PStatCat 5 to PStatCat 2 provided they meet the PStatCat 2 criteria). The PSS will pay SFA charges and CILOCT (abated for single occupancy) at the appropriate rate for the property occupied from the date of occupation and be responsible for all utilities (less water and sewerage).
- **4.112. Seriously Sick / Injured / disabled Service personnel**. Where a Service person has a serious illness / suffers a serious injury that renders their current allocated SLA or appropriated SFA inappropriate, they may need to be relocated. In these circumstances, a discussion between the appropriate Housing Provider, OT, the 'patient group' and Unit will need to identify a suitable solution. The new property address is to be nominated within 15 days to enable the necessary adaptations to be planned and made as soon as practically possible. Refer to the policy document at Annex B Section 1 Chapter 4 of this JSP.

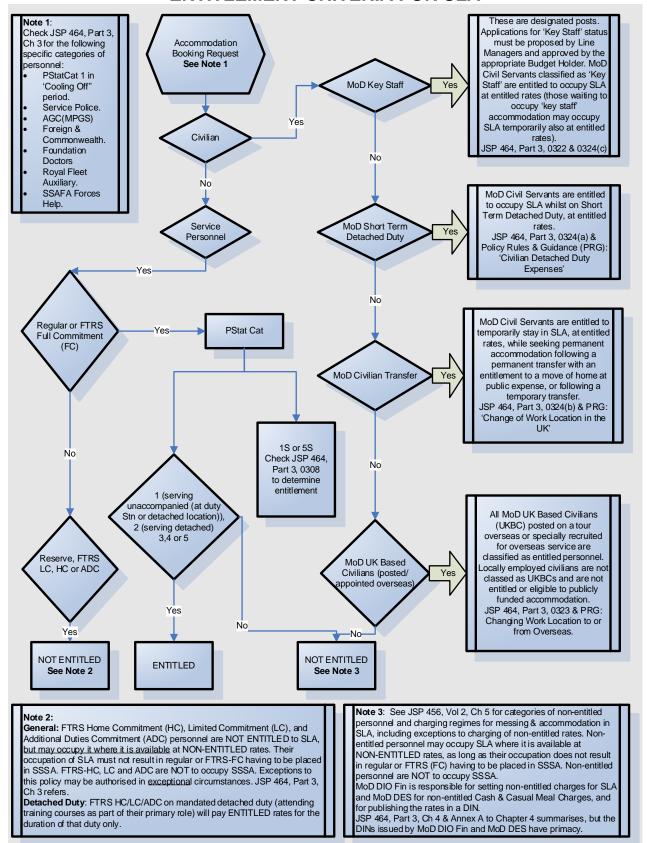
<sup>&</sup>lt;sup>15</sup> RN Officers in sea command appointments are not entitled to occupy SFA under the provisions of this paragraph.

<sup>&</sup>lt;sup>16</sup>IPHD will seek Head of Establishment decision regarding prioritisation for the allocation of SFA in the event of limited availability.

<sup>&</sup>lt;sup>17</sup> Less a very small number of OF3 Army Independent Sub-Unit Command Posts that are designated as 'In Command'. This is not to be confused with Sub-Unit Command where the Unit hierarchy has an 'In Command' OF4 appointment.

<sup>&</sup>lt;sup>18</sup> This applies to appointments at regimental duty only and not to any other WO1 appointments, including Command Sergeant Majors.

#### **ENTITLEMENT CRITERIA FOR SLA**



# SERIOUSLY SICK/INJURED/DISABLED LIVING ACCOMMODATION POLICY

#### Introduction

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

#### **Medical Procedures**

- 2. Responsibility and costs for the medical care of all Regular personnel whilst in the Armed Forces lies with the Defence Medical Services (DMS), and not the National Health Services (NHS), with some provision delivered through NHS / DMS partnering arrangements.
- 3. Under the circumstances where Personnel return injured from deployment, for the majority, medical treatment is provided at RCDM Birmingham. Others injured on non–operational activities could be treated locally depending upon the circumstances. Once the acute condition has been stabilised, most seriously injured personnel from either group will probably receive further care and rehabilitation at DMRC Headley Court which is centrally funded by MOD. This includes Occupational Therapist's assessments for their home environment.
- 4. Part of the assessment process, that takes place prior to the discharge of a patient back to their Unit, will define the ongoing levels of support required. Where there is a requirement for adaptations to living accommodation, costs will be met by the relevant TLB. Where an SPs clinical needs deteriorate/change during an adaptation, DIO need to re-enforce the OT's study to ensure the SP's clinical needs are captured within the build. The exception to this will be where a medical discharge date is offered, whereupon the relevant PCT will be responsible to fund adaptation costs from the individuals last day of service. However, until the Medical Board has made that decision, it remains the responsibility of the TLBs to fund the interim provision.
- 5. Where an SP's clinical needs change post discharge after completion of the adaptation, any change requirements will fall to the Local Authority (LA) and not the MOD.

#### **Accommodation Policy**

- 6. <u>Single personnel</u>. For injured single personnel with low level disabilities, SLA should firstly be considered for suitability and utilised wherever reasonable adaptations, where required, can be made. Where SLA is unsuitable because of the nature of the disability/adaptations required and/or there is a requirement for nursing/carer facilities, then other suitable publicly funded accommodation is to be sourced. Dependent upon the requirements, a logical solution under these circumstances might be to misappropriate SFA as SLA. Accommodation policy already permits a Unit to misappropriate SFA, although there are costs that transfer from DIO Accommodation to the Unit as part of the arrangement. These are:
  - a. Utilities;
  - b. Payments to DIO for the Annington homes rent;
  - c. Council Tax;
  - d. Responsibilities for financially maintaining the property.
- 7. On notification of an individual's return date to their Unit, the Unit in consultation with DIO Accommodation will source misappropriated SFA in a suitable area that takes account of any ongoing medical care and welfare support. Allocation of an address will be within 15 working days of notification no matter how far in advance of the requirement date<sup>19</sup> the application is made. This is to allow the planning and fitting of adaptations prior to occupation. Regardless of location, the financial burden will fall to the individuals Unit TLB for all misappropriation costs. The occupant will pay SLA charges as if in SLA accommodation.
- 8. In this circumstance, only, DIO Accommodation relinquishes the right to request early vacation of the misappropriated property, which will be ring fenced for the period of occupation required by the injured Service person.
- 9. Single critically injured occupants will be entitled to request, if formally supported by medical authorities, that a carer/nurse is permitted to be accommodated in the misappropriated SFA. There is no relaxation of the non co-habitation rules, and all carers/nurses will be required to sign a declaration that they will vacate the SFA when medical authorities advise that their services are no longer required.

#### **Home Owners**

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

#### Reservists

11. <u>Mobilised Reserves and FTRS(FC)</u>. Reserve Forces personnel are eligible for a full range of DMS<sup>20</sup> healthcare on the same basis as regulars when they are mobilised or serving on FTRS(FC). DMS is responsible for medical care and OT assessment costs

<sup>&</sup>lt;sup>19</sup> JSP 464 Vol 1 Part 1 Chapter 4 para 0406 - entitles notification of an address within 15 days of up to 4 months in advance of a required date.

<sup>&</sup>lt;sup>20</sup> JSP 751 – Joint Casualty and Compassionate Policy and Procedures Issue 5 dated Sept 07.

where the mobilised reservist has sustained a serious injury or disability, with the relevant TLB responsible for adaptations including fitting until termination of service, or when a medical discharge date is offered. Following a period of mobilised service, the reservist will transfer back to NHS care. The accommodation adaption policy for seriously injured FTRS(FC) personnel is the same as for regular personnel.

- 12. Medical Employment Standards<sup>21</sup> determine that a Reservist can be maintained in a downgraded category for a fixed period of at least six months to eighteen months continuously before requiring referral to a Medical Board. Until a medical discharge date is offered, PCTs are absolved of responsibility for funding/provision of adaptations in Reservists' own homes as it remains the responsibility of the relevant TLB.
- 13. <u>Sponsored Reserves</u>. Sponsored Reserves (SRs) are not entitled to occupy SFA or SLA. When mobilised, the responsibilities for SR medical care will transfer from the NHS to the DMS. DMS is responsible for the medical care and OT assessment costs if the mobilised SR sustained a serious injury or disability, with the relevant TLB responsible for adaptations, including fitting, until demobilisation. Medical care and treatment will transfer back to the NHS upon demobilisation when costs, identification and fitting of adaptations will then fall to the relevant PCT.
- 14. Non-Mobilised Volunteer Reserves. All non-mobilised Reservists injured whilst on duty are eligible for emergency treatment from DMS but within the current structure of both the DMS and the NHS. The majority of reservists who sustain an injury while on duty and require further treatment following emergency treatment will transfer to NHS care. For all non-mobilised reservists, the responsibility for primary health care rests with the NHS, however, those that sustain a significant injury whilst on duty can be considered for treatment within DMS facilities if suitable facilities are not available in the NHS following initial emergency treatment. There is no eligibility to property adaptation through the TLB for non-mobilised reservists as this remains the responsibility of the relevant PCT.
- 15. FTRS (LC and HC), those serving on Additional Duties Commitment (ADC) and Non Regular Permanent Service (NRPS) are not entitled to SFA. Exceptionally FTRS (LC & HC) and NRPS are entitled to occupy SLA where their duty station is not within reasonable daily commuting and meet the regulations in JSP 752. The period of occupation of SLA by NRPS will not normally exceed 6 months<sup>22</sup>. There is no liability for Defence provision of SLA adaptations arising from this policy for these groups of reservists.

#### **Summary Table**

Reservist Type	Lead Provider for Adaptation costs and fitting
FTRS(FC)	DMS / TLB
FTRS (LC & HC) - Non-Mobilised	NHS / PCT
FTRS (LC & HC) - Mobilised	DMS / TLB
ADC - Non-mobilised	NHS / PCT
ADC - Mobilised	DMS / TLB
Volunteer Reservist – Non-mobilised	NHS / PCT

<sup>&</sup>lt;sup>21</sup> JSP 346- PULHHEEMS- Joint System of Medical Classification

<sup>&</sup>lt;sup>22</sup> See JSP 464 Vol 1 & 2 and Single Service Regulations

Volunteer Reservist - Mobilised	DMS / TLB until termination of Service or Medical discharge, then NHS / PCT			
Sponsored Reservist – Non-mobilised	NHS / PCT			
Sponsored Reservist - Mobilised	DMS / TLB			

#### **Civil Servants**

16. Responsibilities of medical care for Civil Servants whilst in theatre will transfer from the NHS to the DMS. If a Civil Servant is injured whilst on deployment, medical care and rehabilitation will transfer back to the NHS on return to the UK<sup>23</sup>. Costs, identification and fitting of adaptations will fall to the relevant NHS PCT.

#### **Allowances**

17. Apart from costs for adaptations, allowance packages currently exist to support those relocating for Service reasons. In the case that the circumstances of a severely injured Service person may not fall within the regulations (e.g. DA and Removal of PE at public expense), such cases should be exceptionally represented to the JPAC PACCC for approval.

<sup>&</sup>lt;sup>23</sup> JSP 751 – Joint Casualty and Compassionate Policy and Procedures

# Section II – Where the Entitlement may be Exercised for Service Personnel

- **4.200. Entitlement at the Duty Station**. Service personnel may exercise their entitlement to SLA at their duty station (taken to mean the location specified on their posting order). Whenever possible, the guiding principle is that personnel should have an expectation of retaining their same accommodation for the duration of their tour of duty unless they request to move to alternative accommodation, or there are Service reasons as to why they should move accommodation (for example upgrade and/or refurbishment or promotion).
- **4.201. Short detachments.** Military Personnel who are detached on short courses or other temporary duties (up to 6 months duration) may retain their SLA at their duty station and occupy appropriate accommodation at the alternative location for the duration of the detachment. This permits personnel to return to their permanent accommodation during and on completion of their detachment and enables them to leave their possessions not required on their short detachment in their permanent accommodation unless they choose to secure them elsewhere under unit arrangements. See JSP 464 Volume 3 for charges regulations.
- **4.202.** Operational deployments. Retention of accommodation whilst deployed on operations is a matter for single Service regulations depending on the accommodation Type, the local demand for accommodation, and local instructions in respect to the security of the accommodation and personnel's possessions within it. As a rule, personnel occupying SLA Types SO, JO, S and Z should have an expectation to return to their accommodation after the deployment, unless they are posted. Additionally, personnel deployed on operations should not pay SLA charges for accommodation retained at their peacetime location, although they would remain liable for charges such as those associated with telephone line provision unless contracts were terminated prior to the deployment. There may be a requirement for personnel to box their possessions prior to the deployment and for these to be stored either within their accommodation or elsewhere under unit arrangements. If there is an exceptional requirement to reallocate SLA, personnel may, at the discretion of the Local Service Commander, be required to vacate their SLA and store their possessions under local unit arrangements.
- **4.203. SSSA absences up to 61 days**. Personnel accommodated in SSSA who are absent from their permanent duty station may retain their accommodation for up to 61 days in the following circumstances:
  - a. When absent on detached duty/loan temporary duty/temporary duty;
  - b. When admitted for treatment to hospital, sick quarters or a medical rehabilitation unit;
  - c. When absent on sick or authorised leave within an appointment/draft/posting (but not disembarkation, terminal, invaliding or DOMCOL leave);
  - d. When sentenced to a period of detention or imprisonment following which the individual will be retained in the Service and will return to the same permanent duty station.
- 4.204. SSSA absences over 62 days. Retention of SSSA beyond 62 days may be

authorised at the discretion of the Local Service Commander. Full details contained in JSP 464 Volume 2, Chapter 8 – SSSA, Para 8.206. c

#### Section III Entitled MOD Civilian Personnel

- **4.300. MOD Civil Servants Key Staff Status.** Occupancy of SLA is permissible at entitled rates for MOD Civil Servants who occupy a designated Key Staff status post, as detailed on the job advert and/or terms of reference and do not qualify for SFA. MOD Civil Servants must satisfy certain criteria before being designated as Key Staff including specific liability to carry out extra duties which require them to be on call outside normal working hours, particularly at weekends, and/or official accommodation is essential on the grounds of safety, efficiency or general public interest. Applications are a Line Manager's responsibility, who are to assess those posts which require designated Key Staff status for the incumbent and seek the approval of the Budget Holder.<sup>24</sup> The need for Key Staff status for each post should be reviewed at regular intervals to ensure that the requirement still exists. The designation of Key Staff applies in a designated post, and consequently lapses for that individual on assignment, although their replacement may then be designated Key Staff Status in their turn. New post incumbents will not be automatically entitled to the previously occupied accommodation and must independently complete the application process. Staff occupying SLA, who no longer hold a designated Key Staff post are not to occupy SLA. If SLA is unavailable there is no entitlement to SSSA.
- **4.301. Temporary Accommodation for MOD Civil Servants**. In accordance with 2019DIN01-129, MOD Civil Servants are entitled to occupy SLA, and pay entitled rates, in the following circumstances:
  - a. Whilst undertaking a business visit;
  - b. While seeking temporary or permanent accommodation following a Permanent Transfer, with an entitlement to a move of home at public expense; or seeking temporary accommodation following a Temporary Transfer; or while staying in a mess on a long-term basis whilst on Temporary Transfer;
  - c. While waiting to occupy 'key staff' SFA accommodation;
  - d. When serving in Northern Ireland on temporary posting terms.

Staff staying in mess accommodation on a long-term arrangement under the terms outlined above will be charged accommodation and messing charges at Entitled Rates.

- **4.302.** Single Accommodation Charges for Civilian Personnel Qualifying to Pay Entitled Rates. Civilians are charged according to the accommodation occupied and not on an equivalent rank basis. JSP 464 Vol 3 Pt 1 provides further detail on charging for MOD Civil Servants.
- **4.303. MOD Civil Servants employed in Northern Ireland**. Personnel posted to Northern Ireland from mainland UK and some Northern Ireland-based personnel posted away from home within the Province have the option of serving on temporary terms. For a combination of operational and security reasons such personnel may have no choice but

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<sup>&</sup>lt;sup>24</sup> Applications for Key Staff status is to adhere to MOD Civ HR Policy found at <u>Change-of-Work-Location-UK.docx</u> (sharepoint.com)

to live in official Service Accommodation. Thus, Single mess accommodation in Northern Ireland is provided at the 'entitled rate'.

- **4.304. UK Based Civilians (UKBCs)**. All MOD UKBCs (e.g. MOD Civil Servants, Retired Officers, MSF and SCE UKBTs) are classified as entitled civilian personnel whilst under contract to serve overseas and depending on their personal status are entitled to occupy SFA/SLA free of charge for up to 5 years after taking up their appointment overseas. Locally employed civilians are not classified as UKBCs and are not entitled or eligible to publicly funded accommodation. Refer to 2017DIN01-067-Accommodation Charges for Civilians based Overseas liable to pay Accommodation Charges
- **4.305. SSAFA Personal Support & Social Work Service (PSSWS)**. Due to the nature of their service, SSAFA PSSWS staff are exceptionally permitted, on authority from their MOD sponsors (DACOS Com Spt) to occupy SLA on payment of the entitled rate. There is no entitlement to SSSA. SSAFA in support of Services overseas may occupy SLA free of charge.
- **4.306. NAAFI managers and supervising staff**. NAAFI managers and supervising staff, working overseas, are provided and charged for accommodation in accordance with each specific location Service Level Agreement.

#### Section IV - SLA Eligibility

- **4.400**. **General Guidance**. Those categories of personnel entitled to single living or substitute accommodation are listed in section II and III above. Accommodation is allocated in accordance with eligibility to type; and is subject to local availability.
- **4.401. Eligibility by SLA Type**. The current policy by Service/TLB is as follows:

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

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

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

Note 3: Type Y rooms to be allocated to Phase 3 students where there is no Type Z SLA available.

#### Section V - Non-Entitled Personnel

**4.500.** Long Service Advance of Pay (LSAP) claimants. If the Service person, or spouse/civil partner in the case of serving couples, purchases (or extends) a property using the LSAP, there is no entitlement to SFA or SLA at that place of duty, or any other place of duty, within 50 miles or 1 ½ hours of the property, during the period that the LSAP loan is being repaid. The property being purchased must be intended for the SP's or immediate family's occupation.

**4.501.** Forces Help to Buy (FHTB) claimants. FHTB claimants have no entitlement to SFA or SLA at that place of duty, or any other place of duty, within 50 miles of the property, during the period that the FHTB advance is being repaid. Exceptions are detailed in JSP 464 Volume 1 Part 1 Chapter 12.

**4.502.** Reserve Forces Personnel. Non-entitled Reservists may occupy SLA on an eligibility basis, where availability permits. The occupation of SLA by eligible Reservists must not result in entitled Serving personnel having to be placed in SSSA.

Eligible groups listed below:

- a. Full Time Reserve Service Limited Commitment (FTRS-LC)
- b. Full Time Reserve Service Home Commitment (FTRS-HC)
- c. Additional Duties Commitment (ADC)
- d. Voluntary Training Other Duties (VTOD)

Where SLA is not available, under no circumstances are eligible Reservists to be allocated with a NAC to occupy hotels or SSSA. FTRS Home Commitment and Limited Commitment (FTRS-HC and FTRS-LC) and Additional Duties Commitment (ADC) personnel are not entitled to SLA, but may occupy SLA where available, at non-entitled rates. Their occupation must not result in any Regular or FTRS-FC personnel having to be placed in SSSA. Under no circumstances are FTRS-HC, FTRS-LC or ADC personnel to occupy SSSA. The authority to consider exceptional cases for FTRS-HC, FTRS-LC and ADC personnel to occupy SLA at entitled rates has been delegated to TLB Directors of Resources (D SP Pol letter dated 11 Oct 2013, which stipulates the conditions<sup>25</sup>

properly support FTRS recruitment, waivers for the whole period of the appointment are permissible, but this should be for no longer than 4 years;

<sup>&</sup>lt;sup>25</sup> It applies only to SLA; does not signal any general entitlement to Service accommodation for FTRS personnel and must only be employed where surplus accommodation is genuinely available and likely to be so for the duration of the arrangement; must not adversely impact entitled Service personnel, with the expectation that it will not result in the generation of new builds or entitled personnel being accommodated in more expensive substitutes; does not convey any entitlement to related allowances (travel/food) and any request to exceptionally claim such allowances will need to be submitted in the usual manner; in order to

- **4.503.** Guidance on non-entitled personnel and charging rates. There are 2 key documents for reference:
  - a. **JSP 456**. JSP 456 Part 2 (Chapter 5) provides detailed direction on categories of non-entitled personnel and the charging regimes which should apply for non-entitled messing and accommodation in SLA.
  - b. **2019DIN01-129** Details the revised Mess and Single Accommodation Charges for MOD Civilians temporarily residing in Service messes in the UK.

# 5 Application, Allocation and Move into SLA

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### Section I – Application for SLA

- **5.100**. **Service personnel's responsibilities**. When personnel are notified that they are to be posted to a new duty station, it is their responsibility to contact their future unit by telephone, email, letter or online application to notify them when they require accommodation. Although there is not a Single Defence process for the allocation of SLA most sites will send a welcome pack to new arrivals informing them of local application processes. The following options are guidelines to ascertain the availability of SLA or the substitute equivalents.
  - a. Officers and SNCOs should contact the Presiding Mess Committee (PMC) /Mess Manager of their respective messes.
  - b. Other ranks should contact the Quartermaster or the Unit's accommodation cell (unless they have been previously contacted by their new unit which may well have received a copy of their Posting Order).
  - c. Contract run sites (Such as Northwood and Faslane) will have a central booking number which should be in literature in the welcome pack.
  - d. Most contact details can be found at the following page on SharePoint: <u>Travel-Hotels-Mess Sites.aspx</u>; on the right hand side there is a <u>Mess Tri-Service</u> <u>Accommodation Database</u>. (details are updated by HOCSs and not DP Accommodation Policy).
- **5.101. SSSA**. Where no publicly funded accommodation is available and a Non Availability Certificate is issued for SSSA, personnel must submit the SSSA Application Form (MOD 1154) a minimum of 27 working days before their accommodation required date to ensure that there is adequate time for appropriate accommodation to be provided. More information can be found in Chapter 8 to this JSP.

# Section II – Policy Guidelines for the Allocation of SLA

- **5.200. Unit's responsibilities**. Units are responsible for the allocation of SLA in accordance with the guiding principles below. Where there is insufficient SLA, units (in consultation with their respective chains of command and DIO Accommodation/Overseas Housing Provider as appropriate) are responsible for providing substitute accommodation which broadly reflects the equivalent eligibility to SLA.
- **5.201.** Allocation to Service Personnel. Service personnel should be allocated SLA by rank (in accordance with the scales table at para 04.0402), however, other factors such as the availability of above or below eligibility accommodation and personal choice may influence the final allocation in some cases. As a guiding principle, Officers and Senior NCOs should occupy respective Mess accommodation, and other ranks should occupy junior ranks accommodation. Exceptions should be carefully considered by the Local Service Commander to ensure that the scale of accommodation to which a Service person is eligible for is not eroded.
- **5.202. Single versus unaccompanied personnel**. The allocation of SLA to single and unaccompanied personnel is a matter for local regulation at the discretion of the Local Service Commander. However, the guiding principle is that single and unaccompanied personnel should be allocated SLA to their eligibility. Unaccompanied personnel should

not be accommodated below eligibility or disadvantaged in any other way on the basis that they maintain a family home elsewhere, are therefore likely to weekly commute and may not be liable to accommodation charges in accordance with single Service Regulations. Equally, unaccompanied personnel should not be advantaged over single personnel for whom the SLA represents their home.

- **5.203. Male and female accommodation**. As a rule, male and female personnel are to be accommodated in separate SLA served by discrete ablutions to ensure privacy. However, where discrete ablutions are available for male and female personnel, a mix of male and female accommodation is permissible at the discretion of the Local Service Commander. In single room en suite SLA (Types SO, JO, OC, S and Z), a mix of male and female accommodation is permissible depending on the configuration and availability of SLA. Mixed sex sharing in multi-occupancy rooms (Types X and Y) is not permitted.
- **5.204.** Sharing in multi-occupancy substitute accommodation. Multiple occupancy substitute accommodation (e.g. SSSA, appropriated SFA as SLA and hiring as SLA) is to be provided on a single sex basis, although the PPO's accommodation staffs may approve male and female sharing on those occasions when the personnel involved are prepared to share, and where there are clear Service and financial benefits in permitting mixed sex sharing (but not cohabiting).

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

- **5.300. SLA Above or below eligibility**. Should the unit be unable to allocate SLA appropriate to the applicant's eligibility, alternative accommodation above or below the eligibility should, if available, be allocated. Above or below eligibility allocations should <u>as a rule</u> apply to:
  - a. The Officers Mess where there may be a mix of SO and JO SLA.
  - b. Other ranks accommodations where there may be a mix of Z, Y and X SLA.

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

- **5.301.** Allocation of SLA above eligibility. The unit may allocate SLA above eligibility on those occasions when SLA of the eligible Type is not available (thereby avoiding provision of substitute accommodation). In order not to disadvantage personnel when SLA above entitlement is allocated for Service reasons, the SLA charge applied is the lower of:
  - a. Grade 1 for charge for the type of property to which they are normally eligible.
  - b. Grade for charge in accordance with 4 Tier Grading Board of Officers for the type of SLA occupied.

As a general guideline, once the accommodation above scale has been allocated,

personnel should not normally be required to vacate it during their tour of duty at that location. However, vacation may be required if it is subsequently needed by an entitled occupant at the discretion of the Local Service Commander.

- **5.302.** Request to occupy SLA above eligibility. Service personnel may request as a matter of personal choice to occupy SLA above their eligibility, if available, on the basis that they will pay the accommodation charge for the Type and Grade of SLA room which they occupy. As a general guideline, once the accommodation above scale has been allocated, personnel should not normally be required to vacate it during the course of their tour of duty at that location. However, vacation may be required if it is subsequently needed by an entitled occupant at the discretion of the Local Service Commander.
- **5.303.** Request to occupy SLA below eligibility. Service personnel may request as a matter of personal choice to occupy SLA below their eligibility, if available, on the basis that they will pay the accommodation charge for the Type and Grade of SLA room which they occupy. On some occasions a SP will be given a room below eligibility if available. As a general guideline, once the accommodation below scale has been allocated, personnel should not normally be required to vacate it during the course of their tour of duty at that location. However, vacation may be required if it is subsequently needed by an entitled occupant at the discretion of the Local Service Commander.
- **5.304.** Guidance for the temporary allocation of SLA during periods when upgrade<sup>26</sup> works are taking place. The aim of this guidance is to enable Local Service Commanders to make best practical use of all types of MOD accommodation available before having to resort to commercially sourced alternatives during periods<sup>27</sup> of upgrade works. Local Service Commanders should consider the provision of temporary SLA<sup>28</sup> in the following order:
  - a. Re-allocate SLA at current location.
  - b. Re-allocate SLA at other MOD locations within 10 miles.
  - c. Re-accommodate in surplus SFA<sup>29</sup> at current location.
  - d. Re-accommodate in surplus SFA within 10 miles.
  - e. Re-accommodate under SSSA rules if displacement is for greater than 6 months<sup>30</sup>.
  - f. Re-accommodate in hotel/B&B accommodation<sup>31</sup>.
  - g. Provide temporary accommodation units on site.

#### 5.305. Provision of temporary SLA is subject to the following criteria:

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<sup>&</sup>lt;sup>26</sup> Upgrade work may consist of refurbishment or demolition and replacement projects.

<sup>&</sup>lt;sup>27</sup> The 'Period' starts when the currently occupied SLA is required to be emptied to meet the upgrade works contracted programme. The 'Period' ends when the upgrade works are formally accepted.

<sup>&</sup>lt;sup>28</sup> Using JSP Vol 3 taking into account discrepancies allowed for under the Four Tier Grading System.

<sup>&</sup>lt;sup>29</sup> When considering the use of misappropriated SFA the rules at TSARs Part 3 paras 0209, 0414 and 0616 should be consulted.

<sup>&</sup>lt;sup>30</sup> Due to short-term tenancy agreements, 6 months is the minimum period of time for which SSSA is a suitable option.

<sup>&</sup>lt;sup>31</sup> This option should only be considered as an option for periods of up to 6 months.

- a. The temporary SLA provided should be deemed 'reasonable'32.
- b. Individuals will pay the accommodation charge for the Type and Grade of SLA room which they temporarily occupy.
- c. During the period of upgrade works consideration should be given to re-grading the temporary SLA in use to reflect any reduction in amenity or environmental factors<sup>33</sup> as defined in JSP 464 Volume 3 Part 2 (4 Tier Grading System).
- d. For all individuals being re-allocated SLA with a reduced floor or storage space, Local Service Commanders are to provide additional secure, undercover storage facilities for storage of individual personal effects. This is to mitigate against any loss of storage space due to the allocation of a smaller room/bedspace.
- e. For individuals accommodated at an establishment other than their own<sup>34</sup>, the Local Service Commander is to provide routine service transport to and from the accommodating site at the start and at the end of the working day and as appropriate for personnel involved in duties outside normal working hours.
- f. Any costs associated with provision of temporary accommodation are the responsibility of the Local Service Commander.
- g. Mid-assignment Disturbance Allowance is payable in limited circumstances<sup>35</sup>.

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

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

#### Section V - Move into SLA

**5.500. Unit's responsibilities**. Units are responsible for moving personnel into SLA in accordance with JSP 456 and local Standing Orders/Instructions.

**5.501. Certificate of Occupation**. At the time of move in, the unit is responsible for the completion of the Certificate of Occupation of SLA (Annex A to this section) in consultation with the occupant of the SLA. Whilst the Certificate is most suitable for personnel occupying single room SLA on a permanent basis, it may also be used, at the Services' discretion, for moving personnel into transit or temporary accommodation and Type Y and X SLA. The purpose of the Certificate is to ensure that the occupant takes responsibility for their accommodation. It also ensures that a full inventory check of the accommodation, including a record of the condition of the furniture, fixtures, fittings and decorative state is agreed between the unit and the occupant and recorded. At move out, this record will form the basis for the identification of any damage which has occurred during the period of

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<sup>&</sup>lt;sup>32</sup> Provision of single rooms for SO, JO and SNCOs would be considered 'reasonable', but provision of multi occupancy rooms would be considered 'unreasonable'. Provision of multi occupancy rooms for JRs would be considered 'reasonable'.

<sup>&</sup>lt;sup>33</sup> Details are to be found at Annex C to Chapter 1 of JSP 464 Vol 3.

<sup>&</sup>lt;sup>34</sup> A maximum routine travelling distance of 10 miles is to be applied although this can be extended to 20 miles on the authority of the local Commander.

<sup>&</sup>lt;sup>35</sup> See JSP 752 Part 2 Section 7 - Mid-assignment Moves.

occupation, some or all of which might be charged to the occupant as barrack damages (see JSP 464 Volume 2 Part 1 Chapter 6, para 0614).

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

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

# **CERTIFICATE OF OCCUPATION OF SLA**

# MOVE IN / MOVE OUT <sup>36</sup>

Last 4/Rank/Name of Occupant			
Sub Unit / Unit			
Block/Room Number			
Address			
Date of Occupation/Vacation*			
Posted In/Move from*roomblock			

Room	Decor & Tidiness	Works Services in progress / expected
Bedroom		
En suite		
En saite		
Store room		
Second room <sup>37</sup>		

 $<sup>^{\</sup>rm 36}$  Annotate correct \* choice throughout Certificate as applicable.  $^{\rm 37}$  For Senior Officers' studies.

Action Taken		
	L	
Maya In/Maya Out	* Signatura Plack	
Move In/Move Out	Signature block	
0N00 10/555157	<u>.</u>	
SNCO IC/DEPUTY		
	ary Barrack Damage action	
	Moved In/Moved Out* the C	
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Signature		
Cignature		

38	Del	ete	if	inap	ilac	cab	le
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Name in Block Capitals

Name in Block Capitals

Date

Date

**OCCUPANT** 

I accept/handover\* this accommodation as described above.....

# 6 Policy Guidelines for the Occupation of SLA

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#### Section I – Barrack Regimes

- **6.100. Responsibilities**. Barrack regimes for personnel occupying SLA are a matter for local regulation by Local Service Commanders in accordance with single Service policies and are to be published in local Standing Orders/Instructions as appropriate.
- **6.101**. **Cohabitation**. Under no circumstances is cohabitation permitted in SLA or substitute equivalents. JSP 464 Vol 1 Part 1 sets out the criteria for those eligible to apply to cohabit in surplus void SFA.

## Section II – MOD's Policy on Visits to SLA

- **6.200. All personnel**. Visits to SLA by guests of the occupants is permitted for short periods. The duration of guest's visit is a matter for local regulation at the discretion of the Local Service Commander but should not normally exceed 7 days. Personnel who abuse local regulations on guest's visits may forfeit entitlement to such visits at the discretion of the Local Service Commander.
- **6.201. Unaccompanied personnel**. Unaccompanied personnel occupying SLA and the substitute equivalents (and in receipt of unaccompanied allowances) may have spouse/civil partner/family visits for no more than 28 days (aggregated or continuous) in any 91 day period. Personnel who permit spouse/civil partner/family visits for more than 28 days in any 91 day period may, at the discretion of the Local Service Commander, be classified as serving accompanied and their unaccompanied status (and the payment of certain allowances associated with that status) may cease.

### Section III - Other Guidelines on Occupation of SLA

- **6.300. Satellite Dishes**. Are not to be erected by individuals. If permitted it is at the agreement of the LSC and contract installed. Any expenses will be billed to individuals or the group use.
- **6.301. Decoration**. Permission must be sought in advance of any self-help interior decoration SLA. Rooms may usually be decorated using a predetermined selection of neutral colours as determined by the LSC. Personnel occupying new build SLA (and particularly PFI builds where the responsibility for maintenance is with the contractor) may not be permitted to re-decorate. Prior to vacating the room, individuals will be requested to return their living space to its original colour at their own expense.
- **6.302.** Removal of room furniture. Personal furnishing of rooms is not discouraged. Furniture (but not fitted furniture, fixtures and fittings) may be removed from the accommodation to give personnel the choice to utilise their own furniture subject to the availability of space to store items. Personnel who apply to remove furniture should be made aware that the SLA charge will not be abated for reduced provision of furniture items. Prior to vacating the room, individuals will be requested to return their living space to the original defence accommodation stores furniture at their own expense.
- **6.303.** Cooking in SLA bedrooms. Cooking<sup>39</sup> of any form in bedrooms is not allowed. To maintain fire safety and minimise deterioration to the fabric of buildings, cooking/food or

<sup>&</sup>lt;sup>39</sup> For clarity this includes the use of any form of open flame device, microwave ovens, mini grills and toasters. The use of kettles is allowed.

snack preparation is only to be undertaken in spaces specifically provided for this purpose. Standing Operating Procedures must be enforced and complied with.

- **6.304. Food Storage in bedrooms**. For health, safety and environmental health reasons, fresh foodstuffs are not to be stored in bedrooms. However, the storage of reasonable amounts of dried food (snacks etc), drinks and canned foodstuffs is permitted. Fresh foodstuffs should be stored in the fridge provided in the utility/snack preparation rooms and therefore, large domestic style fridges or fridge/freezers should not be allowed in bedrooms. However, on the principle of their provision in hotels, small drinks fridges/cooling cabinets should be permitted. The decision on what is considered reasonable should rest with Local Service Commanders who should establish clear guidelines on the cooking and storage of food in SLA in Local Accommodation Orders.
- **6.305.** Storage of Privately Owned Weapons in SLA. All privately owned firearms (including shotguns) and ammunition held within MOD establishments must be the subject of a firearms (or shotgun) certificate. Occupants of SLA are to store privately owned firearms in approved Service armouries or licensed explosive storehouses as appropriate. The storage of privately owned firearms (including shotguns) and ammunition in SLA is not permitted.
- **6.306. Parking and Garages**. The Local Service Commander is responsible for designating parking areas within the establishment for use by occupants of SLA and their guests. Personnel may apply for the use of a garage within the establishment in accordance with local instructions and on payment of the appropriate garage charge which is promulgated by People AF Remunerations in the annual 'Pay Letter'.
- **6.307. Temporary Absence from SLA**. Occupants of SLA who are expecting to be temporarily absent from their accommodation for more than 3 weeks should ensure that their unit is aware of their absence, and that they follow local instructions regarding the security of their accommodation, the leaving on of heating during the winter months, and any other local requirements.
- **6.308.** Electrical Vehicle Charging. Charging electric or plug in hybrid vehicles from a garage (or any domestic) 3 pin supply is not permitted. Only authorised charging points may be used to charge vehicles.

# Section IV – Dilapidations

**6.400.** Payment for Damage. Occupants of SLA are liable under the Service Acts for damage and loss (other than by fair wear and tear and acts of god) caused to the SLA and any fixtures and fittings (and MOD furniture and furnishings in the SLA on their signature), by their negligent or wilful or accidental act, or that of their pets or their invited visitors or their pets. Service Regulations may set a limit on the occupant's financial liability for such damage. On those occasions when consultation between the unit's accommodation staff and the occupant does not resolve the case, the staff may bring the matter to the attention of the Local Service Commander who is ultimately responsible for making a judgement. It is open to the Local Service Commander to base such judgement on the findings of a Board of Inquiry which he/she may convene to investigate the circumstances of the damage. Guidelines for the assessment of charges in respect to damage to MOD furniture and furnishings are contained in JSP 384 Chapter 13. Current single Service Regulations will apply with regard to raising debit vouchers.

# Section V - Living out by Single Personnel

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

# Section VI – Occupation of Temporarily Surplus SFA by Single Personnel

**6.600.** Policy guidelines. Policy guidelines for the occupation of temporarily surplus SFA by single (and unaccompanied personnel) are at Annex A. Also refer to JSP 464 Volume 1 Part 1 Chapter 9.

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

- 1. Single Service personnel (PstatCat 3,4 and 5) who have been granted permission to live out<sup>40</sup> and Service personnel serving unaccompanied (provided their family is not occupying SFA elsewhere), for whom SLA is available, may request to occupy temporarily surplus SFA in accordance with the following criteria (the eligibility will not normally apply to RN personnel in the Port Areas):
  - a. **Applications**. Applications to occupy temporarily surplus SFA (furnished or unfurnished) must be supported by the SP's Chain of Command. All applications are managed by the IPHD on the principle that where required, permission to live out has been authorised.
  - b. **Availability**. The availability of surplus SFA, for occupation by eligible Service personnel, will be determined by the IPHD.
  - c. **Cohabitation**. Cohabitation is not permitted for single personnel unless an application for surplus SFA has been submitted under the current MOD Policy on Cohabitation found in JSP 464 Vol 1 part 1, Section V para 0111 onwards.
  - d. **Sharing**. Only one authorised single (or unaccompanied) occupant per surplus SFA (sharing is not permitted).
  - e. **Security**. All applicants for surplus SFA housed inside and outside the wire must comply with extant Service security requirements in accordance with JSP 440.
  - f. **Occupation Agreement**. All applicants must be willing to sign and comply with the terms of and sign the Licence to Occupy (LTO). Failure to observe the terms and conditions of occupancy may result in permission to occupy surplus SFA being withdrawn.
  - g. **Charges.** Single (and unaccompanied) occupants pay the entitled rate of SFA charge for the occupied property, CILOCT (abated by 25% to reflect single occupancy), and all utility charges associated with the property (less water and sewerage).
  - h. **Notice to Vacate NTV**. Single (and unaccompanied) personnel should be given 28 days' NTV (whenever possible) and are required to vacate if absences from the duty station exceed 56 days (unless dispensation to retain has been granted by the housing provider's staff and the Local Service Commander).

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<sup>&</sup>lt;sup>40</sup> Permission is to be granted at the duty station to which the application for surplus SFA applies in accordance with single Service policies on living out.

i. <b>Relocation.</b> Single (and unaccompanied) personnel who occupy surplus SFA on assignment are entitled to current relocation provisions for moves from/to SLA in accordance with the appropriate Regulations, refer to JSP 756 for details.

### Section VII - Smoking /Vaping in Single Living Accommodation

- **6.700. General**. SLA policy reflects relevant UK laws and as a result all public and private rooms in SLA are non-smoking.
- **6.701. Responsibility of the LSC**. The CO / HoE / LSC should look to provide a designated smoking area (covered) away from the block. Local smoking policy/procedures must ensure that smoking is not conducted in a location that is near to entrances, or adjacent to entrances, to occupied premises or thoroughfares where non-smokers could be exposed to second-hand smoke/vapour. With the provision of an outside smoking area the following must be adhered to:
  - a. removal of local hazards/risks; e.g. storage of fuel, hazardous chemicals, or combustible waste material;
  - b. the separation of electronic-cigarette users and traditional tobacco smokers to ensure that electronic-cigarette users are not exposed to passive tobacco smoke and vice versa;
  - c. the provision of adequate numbers of non-combustible receptacles for disposal of waste smoking material to be provided e.g. stubbing out bins to keep litter waste to a minimum:
  - d. the labelling/signage of areas to clearly identify where smoking or the use of electronic-cigarettes is allowed if restricted to specific areas. Refer to JSP 375 Ch13 para 13.3.3 for signage requirements;
  - e. if covered areas/shelters are to be provided the LSC must ensure that funding is provided for their purchase and maintenance in agreement with the local infrastructure provider/maintainer. Where smoking/use of electronic-cigarettes is only allowed in designated areas, separate areas/facilities should be provided and clearly labelled/signed (the MOD's duty of care extends to personnel who use electronic-cigarettes to protect them from exposure to secondary tobacco smoke from traditional smoking materials and vice versa).
- **6.702.** Responsibility of the Service Person. As smoking / vaping is a personal choice SP should adhere to the local smoking procedures and rules. Particular attention should be paid to the following actions:
  - a. ensure discarded cigarette ends/smoking materials are fully extinguished and that none have been discarded where they pose a risk of causing a fire. All waste smoking materials must be disposed of in suitable containers in accordance with local policy/procedures;
  - b. electronic cigarettes or "e-cigs" are classed as "smoking materials" under MOD policy and can only be used in designated smoking areas;
  - c. passive nicotine inhalers which do not produce any vapour emissions containing nicotine or other toxins are not classed as smoking materials under MOD policy and their use is permitted within private rooms;

- d. personnel must not intentionally deface or remove signage or tamper with any systems installed for fire detection;
- e. personnel should report any breach in the smoking policy through their management chain in accordance with CO/HoE local policy and procedures.

#### **SECTION VIII - Management / General Maintenance Principles**

- **6.800. General Mess Management**. Unit COs are ultimately responsible for ensuring that the regulations concerning Officers' and Senior Rate/Ranks' Messes are observed, and that a satisfactory standard of messing is maintained. The division of responsibility within the organisation of the Mess is set out in chapter 7 of JSP 456 Pt.2 Vol 1. It also identifies the services that should be expected in Officers' and Senior Rate/Ranks' Messes. It should be read in conjunction with single Service Administration Manuals as well as single Service QRs. An Officers' or Senior Rate/Ranks' Mess is the home of its living-in members and the centre of social life for those living out. As such, it must be run efficiently, and a high standard of service maintained.
- **6.801.** Accommodation and Cleaning Services. The Domestic Support role in Messes may vary from unit to unit. Large HQ Messes usually provide a full range of amenities and services which makes the function of domestic support more complex than that of small unit Messes. A successful domestic support system can only be established if management has a full appreciation of the commitment and considers the following factors.
- **6.802. Cleaning and Maintenance.** Cleaning and Maintenance represents the largest single activity of domestic support. If the domestic support function of a Mess is contracted out, the contract statement of requirement (SOR) will specify in detail what is required of the contractor. The requirement set within the contract SOR will also reflect that which is required from DEL and/or Military domestic support staff.
- **6.803. Bedrooms and Suites Daily Clean.** In a Senior Rate/Ranks' Mess, unless dictated otherwise in contractual arrangements, routine bedroom cleaning is the responsibility of the occupant. Officers' Messes are scaled for staff to carry out a standard daily clean involving the following:
  - a. Beds to be made up and linen changed weekly. Service issue bedding is cleaned at public expense;
  - b. Carpeted floors to be vacuum cleaned and stains removed where necessary. Vinyl or similar material floor coverings to be polished;
  - c. Surfaces to be dusted;
  - d. Toilet bowls and wash basins must be cleaned;
  - e. Waste paper buckets must be emptied.
- **6.804. Bedrooms and Suites Deep Clean.** Other than for rooms used for short stays, in both Officers' and Senior Rate/Ranks' Messes, all rooms must be deep cleaned at change of occupancy and must include the following in addition to the daily clean:

- a. Windows and curtains;
- b. Mirrors;
- c. Paintwork including skirting boards;
- d. Furniture, including wardrobes, chests and dressing tables;
- e. Bed frames and mattresses;
- f. Lamps and lampshades.
- **6.805.** Customer Charter/Service Routines. Mess members must know what accommodation service to expect. Best practice would be to publish a Customer Charter/Service Routines that can be displayed on the wall or back of the door. This customer charter explains what routines are applied in accommodation. It may include details of the daily cleaning routine, the weekly cleaning routine, batting services and other services such as laundry or dry cleaning. It may be enshrined in Mess Rules which also should be available in every accommodation room of the Mess.
- **6.806. Maintenance of SLA.** Maintenance of SLA falls under a Regional Prime Operations and every unit will have an IP Delivery Manager (DM) or Site Manager (SM) allocated. IP will have planned maintenance and inspections which cover the statutory, mandatory and preventative tasks detailed in the contract. SLA is captured as a technical building and prioritised accordingly by local command. It has been allocated a Response Category Rating 1, essential for operational needs meaning the asset is critical in support of operational output at national or at site level; it is also awarded a priority 7 response time. Further detail can be found at Annex A to this section.
- **6.807. Response times.** SLA Priority 7 response times:
  - a. 12 Hours response time Temporary repair;
  - b. 5 Working Days permanent repair.

For an update on required maintenance the IP customer service centre is contactable 24/7, 365 days a year, by telephone on 0800 707 6000 or email <a href="mailto:RPHelpdesk@defenceservices.co.uk">RPHelpdesk@defenceservices.co.uk</a>

- **6.808.** Temporary Downgrading of SLA under 4TG. This option should be applied where there is a significant deficiency or reduction in amenities, including a permanent or intermittent failure of utilities covered by the accommodation charge (meaning water and sewerage to SFA, and gas, electricity, heating oil, water and sewerage to SLA). The responsibility to initiate temporary downgrading of accommodation charges and or provide substitute or temporary facilities resides with the Commands/Divisions/Districts to authorise.
  - a. **Issue persists for less than 5 days**: Deficiencies or reductions in amenities, lasting for 5 days or less, will not generate any downgrading of SLA and thus no change to charge;
  - b. **5 to 182.5 days persists**: Should the maintenance issue persist beyond 5

days and it is likely to last up to 6 months a temporary downgrade of SLA should be applied using the 4 Tier Grading board process outlined in JSP 464 Vol 3. Retrospective application can be back dated to day 1 of 5;

c. **Beyond 6 months**: If the conditions giving rise to the temporary downgrading still prevail, action to downgrade should be taken in accordance with the Instructions in JSP 464 Vol 3 part 1.

#### Section IX - Pets in SLA

**6.900 Policy Guidelines.** All Service Personnel can request to keep domestic pets in UK based SLA (not incl. SSSA<sup>41</sup>) provided that the following conditions are met:

- a. A SP must seek the prior written consent of the HoE/LSC should they wish to keep domestic pets in their SLA. A HoE/LSC must not unreasonably withhold or delay a written request from a SP without considering the request on its own merits. The HoE/LSC should accept such a request where they are satisfied the SP is a responsible pet owner and the pet is of a kind that is suitable in relation to the nature of the premises at which it will be kept.
- b. HoE/LSC are to establish clear guidelines including any health and safety matters (using JSP 375 Vol 1 Ch 38 as a guideline) on the keeping of pets in SLA, this may include prohibiting them from certain accommodation.
- c. Pets must be insured including property damage and personal injury, SP must apply separately for permission for a pet to be in their workplace.
- d. Where possible all pets should be microchipped. Microchips must be registered with a formal organisation and ownership details correctly updated. \*Microchipping is a legal requirement for dogs.
- e. Pets must be registered with a local vet, have received a medical welfare check and be in date for all treatment and vaccinations if applicable.
- f. Prior to vacating the room, individuals will be requested to show proof of professional pet carpet cleaning of their living space and to rectify any damage caused by their pet at their own expense as per JSP 464 Vol 2 Ch 7 para 7.301.
- g. SP must have proven alternative pet care arrangements in place in the event of deployment, exercise or training, either planned or short notice. The alternative care arrangements cannot be someone else who resides in SLA, even if based in another establishment unless the alternative SP has also received approval from the HoE/LSC for that specific pet.
- h. Pet owners are responsible for upholding all aspects of the regulations laid out in Animal Welfare Act (2006) particularly <u>Section 9 Duty of person responsible for animal to ensure welfare.</u>

<sup>&</sup>lt;sup>41</sup>Further guidance on pets in SSSA is available in JSP 464 Vol 2 Ch 8

#### 6.901 Further Guidance

- a. A responsible pet owner will be aware of their responsibilities in making best efforts to ensure their pet does not cause a nuisance to neighbours (e.g. noise/allergies) or undue damage to the establishment. A HoE/LSC should take steps to accommodate written requests from responsible SPs with pets.
- b. The number of pets that an individual can apply to have in their SLA remains at the discretion of the HoE/LSC.
- c. Pets must not be left unattended for more than 8 hours or as stipulated by the guidance in para 6.900(h).

**6.902 Prohibited Pets.** The following pets are prohibited from SLA due to health and safety reasons:

- a. Dogs on the UK Gov Banned Dogs List.
- b. Exotic pets as listed in the drop-down menu by RSPCA Exotic Pets.
- c. Any pet that must be fed live or frozen animals.
- Insects or arachnids.
- e. Rodents. (Rabbits are not rodents).
- f. HoE/LSC reserve the right to reasonably deny an application for any pet deemed unsuitable for the accommodation which the SP occupies.
- **6.903 Grounds for Refusal.** The following are suggested reasons for a SP being refused permission to keep a pet in their SLA. (This list is not exhaustive and the HoE/LSC retains the right to deny or rescind permission for any legitimate reason). The HoE/LSC must publish all reasons for refusal in standing orders.
  - a. If the SLA will only be occupied on a temporary basis (i.e. whilst an individual is on a training course/exercise for less than 1 month).
  - b. If there are concerns for the wellbeing of the animal.
  - c. If the request is from a SP living in a multioccupancy room.
  - d. Individuals in Phase 1 or Phase 2 training.
  - e. If there is a SP with a declared allergy who lives in the proximity.
  - f. If there is a SP in the vicinity who is uncomfortable with living in close proximity to a pet e.g. for religious reasons or phobias.
- **6.904 Legacy Pets.** No new applications for pets on the prohibited pets list (para.6.902) are to be considered following publication of this policy dated dd/mmm/yy. Existing pets

under these categories with previous approval to be kept in SLA may remain, but permission is not to be extended to any new additional pets on this list and SP must be prepared for their next unit to deny permission to keep this pet.

**6.905 Complaints.** If permission to keep a pet is not granted/is rescinded, a SP may appeal to the HoE/LSC, once reviewed the HoE/LSC decision is final. Individuals who wish to complain about breaches to the policy on keeping a pet in SLA must do so through the complaints process outlined in JSP 464 Vol 1 Part 3 Chaper 3.

**6.906 Review.** MOD reserves the right to review this policy at any time.

#### Maintenance of SLA IP guidance defined.

- 1. **Response categories**. These are based on a balance between the operational need of the asset and the service priority afforded the asset, as provided during the call to the Customer Service Centre. The IP NGEC and You Guidance for building custodians and users provides descriptions of the operational need applied to assets that has been agreed between the unit, the TLB and DIO.
- 2. Guidance can be found at the following link: 1

https://www.amey.co.uk/media/5261/guidance-for-building-custodians-and-users-jan-19.pdf

- 3. SLA draws a response rating of 1 which is essential to operational need and is defined as: 'Asset is critical in support of operational output at national or at site level'. SLA awarded Priority 7 Fault Categories as follows:
  - a. Total loss of heating between 31 Oct 1 May in buildings with seasonal heating;
  - b. Blocked main drain, soil pipe or flue; Unusable WC if it is the only one in the building;
  - c. Unusable bath or shower if it is the only one in the building;
  - d. Total loss of or major fault in electricity supply;
  - e. Total loss of lighting;
  - f. Loss of gas supply;
  - g. Total loss of cooking facility;
  - Total loss of water supply;
  - i. Total loss of hot water;
  - j. Breaches of security or inability to secure external doors or ground floor windows;
  - k. Severe storm or other structural damage;
  - I. Inoperable fire escape;
  - m. Serious fire damage;
  - n. Smoke detector or alarm that is causing a noise nuisance that cannot be

isola	ted;
o. smo	Defective flooring or stairs that provide a health and safety hazard; Faulty ke and CO2 detectors

# 7 Vacation of SLA

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#### Section I – Notification of Move Out

- **7.100.** Occupant's responsibilities UK. Occupants are responsible for notifying their unit (PMC/Mess Manager/ QM/Accommodation Cell) that they are posted (units may be aware if they have received a copy of the individual's Posting Order), and the expected date of vacation of their SLA.
- **7.101. Move from one room to another** Occupants are to ensure that they liaise with the Mess Manager/Accommodation Cell/Block Custodian as appropriate before making arrangements to move rooms.

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

- **7.200.** Conduct of PMOAVs. Units may conduct PMOAVs at the discretion of the Local Service Commander. The purpose of a PMOAV is to assess the condition of the accommodation, identify any requirement for remedial works once the accommodation has been vacated, advise occupants as to their potential liability for barrack damages, and to agree when a move out is to take place. PMOAVs may be most relevant to new SLA where it is crucial that the condition of the SLA is maintained at the highest possible standard.
- **7.201. Timing of PMOAVs**. There is no fixed period when a PMOAV should take place, but as a guiding principle PMOAVs may be arranged up to 2 months before the expected date of departure.

#### Section III - Move Out of SLA

- **7.300. Move out**. Units are responsible for ensuring that a move out takes place when personnel vacate accommodation in accordance with local Standing Orders/Instructions.
- **7.301. Inventory check**. At the time of move out, a full inventory check of the accommodation, including a record of the condition of the furniture, fixtures, fittings and decorative state should be undertaken and compared to the inventory check undertaken at move in. Where dilapidations are the result of either fair wear and tear or acts of god the cost of repair/replacement will fall to the unit. Where damage is the result of the occupant's negligent, wilful or accidental act, or that of their pets, their invited visitors and their pets, action may be taken by the unit to recover barrack damages (see Chapter 5 Para 0514).

# Section IV – Leaving the Service and Cessation of Entitlement to Occupy Service Accommodation (SLA/SSSA)

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



# MINISTRY OF DEFENCE

Mod Form 1166 Introduced 4/03 (Updated 9/10)

# CERTIFICATE OF CESSATION OF ENTITLEMENT TO OCCUPY SERVICE ACCOMMODATION (SLA / SSSA) AND OF IMPENDING HOMELESSNESS

I certify that	(Name)			
	(Rank & Number)			
Of	(Unit)			
Will cease to be entitled to occupy	(Address of SLA or Substitute SLA)			
From	(Date)			
By reason of loss of entitlement to occupy Service Accommodation.				
An application for housing was made to				
Signed:				
Name:				
Designation:				
Date:		UNIT ADMIN OFFICE STAMP		

- 1. This certificate provides evidence of impending homelessness arising from cessation of entitlement to occupy Single Living Accommodation or Substitute Single Service Accommodation.
- 2. The certificate should be completed by the Unit Admin Officer and sent at the earliest possible date to the Housing Authority / Association to which application for accommodation has been made, preferably as soon as it is known that entitlement to occupy Service Accommodation will cease.
- 3. A period of at least six months' notice should normally be allowed so that the appropriate arrangements can be made.
- 4. Copies of this form are published in the Homelessness Code of Guidance for Local Authorities, issued by DCLG July 2006 (Annex 15), Welsh Assembly and Scottish Executive.

#### Section V – Re-Allocation of SLA

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

# 8 Substitute Service Single **Accommodation (SSSA)**

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- **8.100. General**. When there is insufficient SLA to meet the demand, SSSA will be provided. SSSA will be sourced from the commercial rental market by the MOD Accommodation Agency contractor. The arrangements for the provision of SSSA is subject to strict criteria governing entitlement, property specification, furnishing, standard and distance from place of work. In principle SSSA will be provided to replicate SLA eligibility criteria as far as practicable.
- **8.101.** Responsibilities. The operational delivery of SSSA is overseen by the MOD Project Manager (HQ DIO RD Accommodation) and the DIO Substitute Accommodation Team (SAT(SSSA)) on behalf of the 3 Services. DIO Accommodation is responsible for overseeing the process and verifying that properties meet the requirement and specification before they are shown to the prospective occupant.
- **8.102**. **Service Person Owns Property**. If you own or have a financial stake<sup>42</sup> in a property at the time of your assignment within the radii laid down in JSP464 (Tri Service Accommodation Regulations), you will be expected to occupy the property and will not be entitled to SSSA. If, on receipt of your assignment order, you already have a property let, you will be expected to occupy that property at the first opportunity, which will often be at the end of the initial 6 months tenancy for the SSSA property provided for the interim. When occupying your own property in lieu of SSSA, you are entitled to claim the appropriate rate of FIA and daily expenses.
- **8.103.** In Command Appointments. Personnel filling 'In Command' appointments may be provided with SSSA in lieu of SFA in certain circumstances. The entitlement will be deemed to exist if the applicant exercises Commanding Officers Powers of Punishment as defined within the Armed Forces Act 2006. In cases of doubt, the appropriate single Service Accommodation Colonel will arbitrate.
- **8.104.** Retention of current SFA. If SFA is currently occupied and the next assignment is to serve unaccompanied, it is the responsibility of the Service Person to notify your current Housing Provider of your wish to request retention your SFA. This notification must be made within 14 days of receipt of your Assignment Order (unless you are deployed on operations or at sea when this may not be possible, in which case you are to notify your Housing Provider within 14 days of your return). If you are not entitled to retain SFA (see JSP 464 Part 1 Chap 8 Section VIII), then you can seek to occupy on an eligible basis and, if granted, will be liable to 93 days' Notice to Vacate. If NTV is issued, you will be required to serve accompanied and occupy SFA at your duty station
- **8.105.** Budgetary Authorisation and Responsibility. Units are responsible for authorising SSSA by certification of the application, effectively issuing a Non-Availability Certificate (NAC). Most costs associated with the provision of SSSA and the allowances to which the occupant is entitled fall to the occupant's unit. The SAT(SSSA) will advise units on the expected cost of rent and agency fees and guidance on the average charges for utility supply may also be available.
- **8.106.** Review of the NAC. Commanding Officers are to review the NAC for those occupying SSSA every 6 months in order to confirm that personnel continue to meet all the entitlement criteria. They must confirm that:

<sup>&</sup>lt;sup>42</sup> The MOD reserves the right to confirm the details of ownership by checking data entries in the Land Registry, the Registers of Scotland and Land Registry for Northern Ireland.

- a. There is no suitable SLA available.
- b. The claimant does not own/part<sup>43</sup> own a property at the duty station or, if so, the property cannot be occupied for the reasons stated at paragraph 5d(1) and (2).
- c. A married/in a civil partnership or PStatCat 2 claimant's family has not occupied public or private accommodation within 50 miles or 1½ hours travelling time (by public transport) of the duty station.
- d. A married/in a civil partnership or PStatCat 2 claimant is not travelling daily from their family's residence.
- **8.107.** Additions to the VCDS 45 Minute Travel List. Additions to the VCDS 45 Minute Travel list require approval at 3\* level and should be forwarded to MA/VCDS who sponsors the List.

#### **SECTION II - ENTITLEMENT /NON-ENTITLEMENT**

- **8.200.** Entitlement. Annex A to section 2, chapter 8 sets out the entitlement criteria in full. Individuals are permitted to occupy SSSA up to 2 working days prior to the date of posting to a new place of duty subject to the following criteria:
  - a. SLA is not available (at the time of requirement) up to 45 minutes travelling time by public transport (or up to a 10 miles radius when there is no viable public transport at the discretion of the Local Service Commander) of the duty station (60 mins for London only);
  - b. They should expect to occupy SSSA for a minimum of 6 months and spend not less than 4 nights each week in the accommodation;
  - c. They are single or serving unaccompanied; they must either be separated from their family who are residing in Service Family Accommodation (SFA), Substitute Service Family Accommodation (SSFA) or their own property which is more than 50 miles or 1½ hours travelling time (by public transport) from their duty station. If the Commanding Officer considers that due to exceptional circumstances these limits should be reduced, a case is to be submitted through the chain of command to the MOD Project Manager. Where the SP's family occupy surplus SFA and the SP is serving unaccompanied at the duty station, and Notice to Quit has been served, the SP will be required to serve accompanied;
  - d. Where both spouse/civil partner are serving members of the Armed Forces and are serving unaccompanied at different duty stations, where no SLA exists both have an entitlement to SSSA;
  - e. They are awaiting allocation of SFA, where no SLA exists providing the waiting period is likely to exceed 6 months However, entitlement to SSSA will cease when individuals are allocated SFA at the permanent duty station.

**8.201. Non-entitlement**. The following personnel are not entitled to SSSA:

<sup>&</sup>lt;sup>43</sup> Ownership of property includes both legal and beneficial ownership. Personnel will be considered to have beneficial (part) ownership of property if they have contributed to the purchase price by supplying capital (including a deposit payment) and/or by regularly paying/contributing to the mortgage payments.

- a. Those serving outside UK.
- b. Those individuals serving at a temporary duty station, on detached duty or a posting of less than 6 months are not normally entitled (but see paragraphs 8.900 and 8.901 for further guidance).
- c. University, medical, RAF or dental cadets (other than Royal Naval Engineering Scholarship Scheme) or other personnel undertaking full time education who do not receive full rates of pay.
- d. Personnel who own/part own<sup>44</sup> a property up to 45 minutes travelling time by public transport (or up to 10 miles when there is no viable public transport at the discretion of the Local Service Commander) of the permanent duty station will not be provided with SSSA by MoD. However, such personnel should be aware that they may occupy their property in lieu of SSSA and, in so doing, be entitled to claim the appropriate rate of FIA and daily travelling expenses in accordance with JSP 752 (but not refunds for utilities, telephone line and equipment rental, TV licence and Council Tax), unless they are married/in a civil partnership or PStatCat 2 and the property is their main or family residence. Personnel will not be expected to occupy their property if;
  - (1) The property is uninhabitable because it is undergoing renovation or subject to some other building related work (such as underpinning for subsidence);
  - (2) The property is subject to an existing lease and early termination would have financial penalties;
  - (3) In these circumstances personnel may be allocated SSSA on the basis that they will occupy their property when it becomes habitable or at the first break point in the lease arrangements.
- e. Service personnel already holding an SFA licence at the same duty station in which SSSA is being applied.
- **8.202.** Property Entitlements and Rules of Sharers. SSSA will replicate SLA eligibility criteria as far as possible and is to be provided as follows:
  - a. **Lieutenant Commander/Major/ Squadron Leader) and above**. Officers of OF3 rank and above are eligible for sole occupancy properties based on a one bedroomed flat but may share a property as a matter of choice in accordance with the sharing rules below;
  - b. **Junior officers and other ranks**. Junior officers and other ranks will be required to share with others of the same sex and similar rank in multiple occupancy properties (each is to have a separate bedroom), unless:

-

<sup>&</sup>lt;sup>44</sup> Ownership of property includes both legal and beneficial ownership. Personnel will be considered to have beneficial (part) ownership of a property if they have contributed to the purchase price by supplying capital (including a deposit payment) and/or by regularly paying/contributing to the mortgage payments.

- (1) The single Service 'Accommodation Colonels' determine that the same sex sharing rule may be waived when <u>applicants of both sexes are willing to share SSSA</u> and the respective <u>Command has agreed that sharing should be permitted</u>. Cohabitation is not permitted.
- (2) The single Service 'Accommodation Colonel' may consider an exception to this policy due to Service reasons / or a request to live in a single occupancy property for exceptional personal / welfare circumstances. Requests for sole occupancy are to be staffed for approval prior to the submission of their SSSA application to the SAT(SSSA) in accordance with Section 8 of MOD Form 1154.
- **8.203.** Distance from place of duty. SSSA property will normally be provided up to 45 minutes travelling time by public transport (or up to 10 miles when there is no viable public transport at the discretion of the Local Service Commander) of the place of duty (60 minutes for London). The only exception is when rented property is not available. In these circumstances, the MOD Contractor will seek the Project Manager's approval to expand the radius until appropriate property can be identified. The Project Manager will consult with the applicant's unit as necessary.
- **8.204.** Changes in Circumstances. Personnel are to notify their Commanding Officer immediately of any change in personal circumstances which renders invalid any statement made on the initial, or any subsequent, application for SSSA.
- **8.205. Promotion/Reduction in Rank**. Where promotion or reduction in rank alters the entitlement to accommodation occupants are to inform the Project Manager to determine whether a move to new accommodation would be appropriate. Consideration should be given to the remaining length of appointment (if less than 6 months remain a move should not normally be authorised). Similarly, should an individual have served less than the initial 6 months tenancy a move should not normally be approved until after the 6 month point bearing in mind the minimum notice period to vacate and any other mitigating Service factors.
- **8.206.** Cessation of Entitlement to SSSA. Personnel will cease to have an entitlement to SSSA in the following circumstances:
  - a. Entitlement for SSSA will cease on the 29th day (aggregated or continuous) in any 61 day period of a spouse/civil partner/family visit (see paragraph 24 for the financial consequences);
  - b. Personnel accommodated in SSSA who are absent from their permanent duty station may retain their accommodation for up to 61 days, when the expected period of absence is to be less than 62 days, in the following circumstances:
    - (1) When absent on detached duty/loan temporary duty/temporary duty;
    - (2) When admitted for treatment to hospital, sick quarters or a medical rehabilitation unit;
    - (3) When absent on sick or authorised leave within an appointment / draft / posting (but not disembarkation, terminal, invaliding or DOMCOL leave);
    - (4) When sentenced to a period of detention or imprisonment following which

the individual will be retained in the Service and will return to the same permanent duty station.

- c. Retention of SSSA beyond 61 days may be authorised by Commanding Officers who are of at least OF4 rank on a budgetary and welfare basis<sup>45</sup>. To support the retention of SSSA, Commanding Officers are to have undertaken and recorded an analysis of the full cost and welfare implications of the options and satisfied themselves that retention of SSSA is the most cost effective solution to the MOD whilst meeting the individual's basic welfare needs. The analysis is to consider the provision for the storage of personal effects and the accommodation plans during any R&R and PODL for those deploying. Where Commanding Officers are below OF4 rank, approval must be sought through single Service chains of command to the appropriate single Service personnel staff. The MOD Project Manager will provide quidance on costs etc if required;
- d. Units should be aware that a continuing liability for rent and utility bills may exist where the initial tenancy agreement has still to reach the 6 month point notwithstanding the cessation of the individual's entitlement to retain SSSA. The Project Manager will provide budgetary/tenancy information if required.

Personnel whose entitlement for SSSA has ceased due to the above reasons must make a fresh application for accommodation.

 $<sup>^{45}</sup>$  Normally restricted to personnel in PStatCat 3, 4 & 5, where no other accommodation options are available.

#### SSSA ACCOMMODATION ENTITLEMENTS

#### IMPORTANT - PLEASE READ PRIOR TO SUBMITTING SSSA APPLICATION:

All personal preference (including specifying location) requests that affect the property search must be authorised by the MoD Project Manager or appropriate Single Service Accommodation Colonel (See paragraph 6 (b)(2) on a case-by-case basis. Any Personal Contribution incurred as a result of a personal preference will be annotated to the Property Acceptance certificate and recovered via JPA.

Band	Rank	Accommodation entitlement
Α	Lt Cdr/Maj/Sqn Ldr & above (See Note 1)	A self-contained one bedroom flat with an en-suite or separate bathroom sitting room and kitchen which may be open plan.
В	All other officers (Expected to share [see note 2)	An individual bedroom/sitting room in a flat or house share with either, individual self-catering facilities or a kitchen shared between no more than 3 persons and bathroom shared on the same basis.
С	WOs, CPOs / SSgt / FSgt, PO / Sgt (Expected to share [see note 2)	An individual bedroom/sitting room in a flat or house share with either, individual self-catering facilities or a kitchen shared between no more than 3 persons and bathroom shared on the same basis.
D	LR/Cpl and below (Expected to share [see note 2)	A flat or house share that provides an Individual bedroom for each person, shared sitting room, kitchen and bathroom.

- Note 1: Officers of the same rank in Band A may opt to share accommodation.
- Note 2 B, C and D band Occupants are expected to share unless they have been authorised sole occupancy by the appropriate sS Accommodation Colonel. These requests are to be staffed for approval prior to the submission of their SSSA application to the SAT (SSSA) in accordance with section 8 of MOD Form 1154.

Failure to complete the existing 1154 application correctly, with the appropriate authorities attached will result in your application being passed back to SAT(SSSA) by the contractor and may delay your move in date.

#### **SECTION III - APPLICATION PROCESS**

**8.300. Application process**. Personnel who are informed that there is no SLA available at their new duty station and are provided with a NAC, should then complete an electronic copy of MOD Form 1154 at the following link:

E1154 Application to Occupy SSSA – please refer to the NB in Annex B Part 3.

The Application Form is to be certified and authorised in accordance with the instructions on the front of the Form. Once authorised, the receiving unit is to forward the Application Form on to the SAT(SSSA) who will conduct a policy coherence check. Once satisfied that the application is within regulations, the SAT(SSSA) will forward the application to the MOD Contractor who will annotate a Unique Transaction Number (UTN) and provide accommodation to meet the requirement. Refer to Annex A of this chapter for the e1154 process flow diagram.

- **8.301. Application Timeframe**. Personnel are required to submit the SSSA Application Form a minimum of 27 working days prior to their accommodation required date (which may be specified up to 2 working days prior to the assignment start date, thereby providing sufficient time for the administration of the application in accordance with the following timings:
  - a. Processing by receiving/administrative unit 5 working days;
  - b. Transmission to and processing by Bde HQ (Army only); onward transmission to the SAT(SSSA) 5 working days;
  - c. Processing by the SAT(SSSA) 5 working days
  - d. Administration by the contractor (identification and showing of properties) 10 working days.
  - e. Notice of address 2 working days. Where the property being allocated is already on the SSSA scheme the notice of address might be awarded up to 7 days prior to move in.

Personnel who submit applications with less than 27 days' notice are to be aware that, although every effort will be made the MOD Contractor may be unable to meet their required date. In the event that SSSA can't be sourced by the assignment start date due to short notice applications the MOD Contractor will not be responsible for funding temporary accommodation.

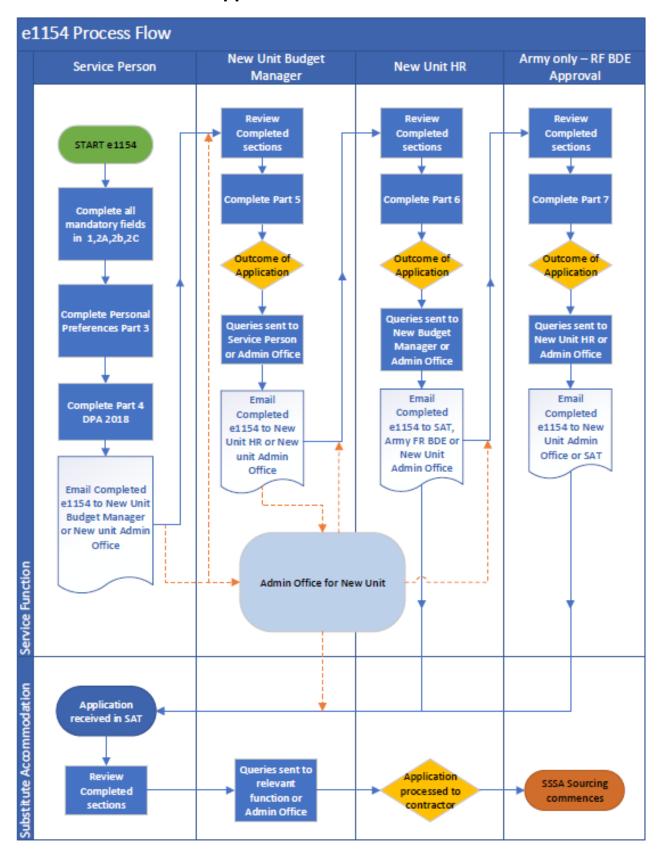
- **8.302**. **Special and personal requests**. Applicants may state any special or personal preference, requirements and requests on their Application for any reason, including but not limited to location and disability. Applicants are encouraged to give context to their requests on their 1154 form, but it is not mandatory to do so. However, not giving context may impact the prioritisation of their request. The 1154 form allows SP with confidentiality concerns to flag there is a special request and a conversation is required, which will prompt the Substitute Accommodation Team to contact the SP to discuss the request.
- **8.303**. Special and personal requests cont'd. Where a preference such as location or request for pets (sole occupants only) results in additional costs, the Service person will be

charged a Personal Contribution. The following should also be considered in the case of requests related to disability or location:

- a. **Disabilities/Special Needs**. Details of any disability or special needs which will influence the specification of the required and subsequently allocated SSSA should be provided at Part 3 of the application in addition to any other relevant documentation to support the requirement, e.g. level access to the property.
- b. **Location**. Personnel may specify a personal preference regarding location, where they feel that their safety may be compromised in a certain area SP should speak with their CoC prior to form submission. Geographical preference for ease of commute will be considered.
- **8.304 Pets**. Requests to keep pets, including details of the animal type/breed (only applicable to single occupancy properties). The keeping of pets in shared properties is not permitted. Personnel who keep pets in SSSA without approval may cause Letting Agents/Landlords to terminate the lease. Sharer bands cannot be allocated over entitlement (sole occupation) properties in order to keep a pet.
- **8.305. SSSA Application Appeals.** An applicant may raise an appeal of their allocation in the process as set out in JSP 464 Vol 1 Part 3 Ch 4. In this they may request a further SSSA search to their relevant Single Service Accommodation Colonel, if there are grounds for their appeal (such as, but not limited to, protected characteristics, welfare needs, or SP being able to evidence their special requirement was not considered in the initial search) or their special requests and the initial property search has not located a property deemed suitable.
- **8.306.** Smoking/non-smoking properties. No provision will be made to source properties which permit smoking.
- **8.307.** Action by the MOD Contractor. On receipt of the SSSA Application Form the MOD Contractor will establish contact with the applicant by telephone and/or e-mail in order to:
  - a. Confirm the accommodation requirements;
  - b. Confirm the required date and the applicant's availability to view properties:
  - c. Confirm any personal preferences or special requirements as previously authorised by the SAT(SSSA).

The MOD Contractor will despatch the SSSA User Guide to the applicant which provides further information on the SSSA scheme.

#### **Application flow for E 1154**



#### Example - E Form 1154 (Revised 4 Jun 18)

# MINISTRY OF DEFENCE



# APPLICATION TO OCCUPY SUBSTITUTE SERVICE SINGLE ACCOMMODATION (SSSA)

Unique Transaction Number
(Only for SAT / MOD Contractor Use)

Please ensure that you complete all sections of the form in BLOCK CAPITALS. Failure to do so may result in your form being returned and delay your application.

 $Important-before\ completing\ this\ form,\ please\ read\ the\ guidance\ notes\ and\ the\ policy\ for\ SSSA\ contained\ in\ JSP\ 464\ Volume\ 2\ Chapter\ 8$ 

#### **PART 1 - BASIC PERSONAL APPLICATION DETAILS**

Note: complete Part 1 with personal details applicable as at new occupation date.

Service: (RN, Army <sup>46</sup> , RAF, FTRS (FC))			Service Number:				
Rank: (eg Wg Cdr / Sgt)(Chaplains – Equiv Military Rank)		Civilian Title (eg Mr / Mrs / Dr)					
Forename(s):			Surname:				
Date of Birth (dd/mm/yy):			Gender:				
Personal Status (PStat) Category (JSP 464 Ch 1) on occupation:	ory (JSP 464 Ch 1)						
Address where corresponder	nce / offer should be	sent:					
							-
Postcode/BFPO							
Civilian Contact Tel No:			(inc Intl / STD c	ode)			
Military Contact Tel No:							
Mobile Tel No:							
Personal E-Mail address:							
Are you assuming a designated 'in Command' apportunity of uncertainty, clarification will be provided by Accommodation Colonel Staffs.				Yes		No	
Accommodation Colonel Stat	15.						
If 'In Command': what is your	appointment?						

<sup>&</sup>lt;sup>46</sup> MPGS are not entitled to SSSA.

#### PART 2A - FUTURE APPOINTMENT DETAILS FOR WHICH YOU REQUIRE SSSA

Unit assigned to and location (complete as many details as are known):	Point of Contact:			
many uetans as are known).	Full Unit Address:			
	Postcode / BFPO:			
Job / Post Title:	Email (if known):			
	Military Tel No:			
	Civilian Tel No:			
	(Inc	Std / Int	Dial (	Code)
Assignment Date (dd/mm/yy) (Joining date at new unit):				
Date SSSA required (dd/mm/yy) (See Note 5)				
If you are posted to MOD London, is your new appointment on the VCDS 45 Minute List?	Yes		No	
Future Availability Date (FAD) (as per JPA Assignment Order) (dd/mm/yy)				
Receiving Unit 'Unit Indicator Number' (UIN)				
Do you have additional needs that may require adapted accommodation?	Yes		No	
If yes, please support this application with the ap	propriate authoritative medical eviden	ce.		
PART 2B: (applicable to PStat Cat 1, 2 and 5S	Only)			
	- ,,			
For the duration of my tour, my family will be living at the following address (including postcode):				
,	oto)			
The address given above is: (delete as appropria	n.c,			
SFA / Surplus SFA / SSFA / Private / Other: (Plea	ase state)			
Is this property within 50 miles / 1 ½ hours travell of your new Duty station?	ling time (by public transport) Yes		No	
If yes, please provide information as to why you obasis.	cannot occupy this property and travel	from it or	n a da	aily

**PART 2C -** Please complete all statements in this section to establish your entitlement to SSSA at your next Place of Duty iaw JSP 464 Vol 2. Please tick the boxes that accurately reflect your entitlement / eligibility / personal circumstances associated with this application.

I verify the following information is correct and provided to support this application for SSSA:

(Tick as appropriate)

		Yes	No
1.	I have been informed by my new Duty Station that there is no suitable Single Living Accommodation (SLA) available within 45 minutes travelling by public transport / 10 miles where there is no public transport. There is also no available SLA at any Service locations within a 10 mile radius of my new Duty Station. For London nonformed units only no suitable SLA available within 60 minutes travelling time by public transport.		
2.	I own / have a financial interest in a property within 45 minutes / 10 miles of my Place of Duty that this application relates to / is for (See Question 10 and Note 6):		
3.	I require Substitute Service Single Accommodation (SSSA).		
4.	If you currently reside in Service Family Accommodation (SFA) or Substitute Service Family Accommodation (SSFA) and intend to serve unaccompanied at your new duty station:		
	Have you applied to the IPHD for retention of your current SFA (See Note 7)?		
	Date of letter granting retention of SFA:		
5.	Are you, by virtue of your <b>appointment</b> at this Duty Station (see Note 3), entitled to be accommodated separately in SSSA for Service reasons?		
6.	Are you already in SSSA and need to be re-housed because your current landlord has given notice to the MOD?		
	If your answer to Q6 is Yes, what is the date given on your "Notice to Vacate"?		
7.	Do you wish to keep a pet at the property? (See Note 8 and give full details in Section 3).		
8.	Do you intend to occupy SSSA at least 4 nights per week?		
9.	Where you have a financial interest in a property within 45 minutes or 60 minutes for those serving in London / 10 miles of your place of duty:		
10.	I will occupy my own property as an owner / occupier in lieu of SSSA and claim the appropriate rate of FIA (Food and Incidentals Allowance) and HDT (Home to Duty Travel) only.		
	I am applying for SSSA because the property is uninhabitable, and it is undergoing renovation or some other building work? Expected date of completion is:		
	Are you applying for SSSA because the property is subject to an existing lease and early termination would incur financial penalties?		
	If currently let, give the date that the current lease expires:		
	Are there other reasons why you are applying for SSSA? (If yes, please outline below and attach further details).		
Brie	ef Details:		

#### **PART 3 – PERSONAL PREFERENCES**

NB - Pending online updates, please use the free-text box in this section of the online form to make any special preferences, requirements or requests or notify the need for a confidential conversation.

Only complete Part 3 of this application form if you have any exceptional personal circumstances which need to be taken into consideration or if you wish to include a personal preference for a specific location (applicable to sole occupancy and sharer bands) or intend to request to occupy a property with a pet (applicable to sole occupancy bands only). (See Notes 10 and 11):

MOD directs the Contractor to source accommodation to strict criteria to ensure that SSSA broadly equates to the standard of SLA the Services aspire to provide for their personnel. However, MOD also recognises that personnel (for whatever reason) may have personal preferences. As such, MOD does permit personnel a limited degree of choice regarding location when requesting the contractor to procure SSSA. The Service person must, however, be aware that a Personal Contribution (PC) may be payable if the Service person requests the MOD Contractor to provide a property which is within the entitlement and radii but above the Indicative Rental Comparable (NB - self sourcing of properties is not permitted).

I would like the MOD Contractor to be aware of the following preferences when sourcing SSSA in accordance with this application, noting if I prefer to not

communica below. I agr requests:	communicate this on this form, I will annotate 'I have a special requirement' below. I agree to pay any Personal Contribution resulting from these specific requests:					
Signature:		Rank/Name:				

# PART 4 - DATA PROTECTION ACT 2018 AND APPLICANT'S CERTIFICATION (eversion)

#### **PLEASE NOTE**

I understand and accept that in pursuing this application the Defence Infrastructure Organisation and their contracted agents may use the data provided in connection with the activities concerned with the provision and improvement of the Substitute Service Single Accommodation. I understand and accept that the Defence Infrastructure Organisation may be required to release certain information to external agencies, agencies and bodies within MOD (e.g. Pay/Record Office, Local Commands etc.) and that this will take place in accordance with the provision of the Data Protection Act 2018.

Further information can be found at <a href="https://modgovuk.sharepoint.com/sites/defnet/DIO/Documents/MOD-DIO-Accommodation-Privacy-Notice.pdf">https://modgovuk.sharepoint.com/sites/defnet/DIO/Documents/MOD-DIO-Accommodation-Privacy-Notice.pdf</a>

I confirm that I have:-

- a. Read and understood the regulations governing Substitute Service Single Accommodation (SSSA);
- b. Read and understood the regulations governing the payment of Food and Incidentals Allowance (FIA) and wish to claim the appropriate rate;
- c. I will notify my Unit HR immediately of any change in personal circumstances which renders invalid any statement made on this or any subsequent application for SSSA and/or FIA.
- d. I understand that I will be required to sign a Property Acceptance Certificate committing me to the SSSA I am shown.
- e. I will notify the MOD contractor and my Unit HR of any change in assignment or Duty location which affects this Application. I note that a failure to comply with these regulations will lead to my publicly provided accommodation and allowance entitlements being subject to formal review and potentially being withdrawn.
- f. (PStatCat1 personnel only). Where my family occupy surplus SFA and I am serving unaccompanied at my duty station, I am aware that if Notice to Vacate is served for the surplus SFA, I will be required to serve accompanied at the duty station.

IT SHOULD BE NOTED THAT IT IS A SERIOUS OFFENCE TO MAKE OR CONSPIRE TO MAKE ANY FALSE STATEMENT ON THIS APPLICATION FORM. SUCH AN OFFENCE COULD LEAD TO DISCIPLINARY ACTION AND/OR EVENTUAL DISMISSAL.

Signature:	Rank:
Full Name:	Date:

The applicant is to forward the original of this Form by email from a Defence / MOD email address to the Unit Finance Manager / Unit Finance team at the new duty station.

### PART 5: UNIT FINANCE MANAGER / UNIT FINANCE TEAM (NEW DUTY STATION) – FINANCIAL APPROVAL (Rank – SO2/Equivalent)

Note: This section of the application form is to enable the finance team to ensure that the application form has been fully and correctly completed. It is also to enable the Finance Team to check that the correct UIN has been used and be aware that SSSA costs will be incurred against their budget.

**Finance Team Approval** (Maj/Sqn Ldr/Lt Cdr/C2 or equivalent): I provide financial approval for (the finance team to delete *the appropriate box/boxes* below):

Allocation of Substitute Service Single Accommodation (SSSA)		Yes	No	N/A			
Payment of Food & Incidentals Allowance (FIA):		Yes	No	N/A			
I am aware that the Applicant's family are occupying surplus SFA content to authorise SSSA. In the event that Notice to Vacate is a the surplus SFA, the Applicant is aware that he will be required to accompanied at the Duty Unit.	Yes	No	N/A				
JO's / OR's – Authority HAS exceptionally been given on Service grounds to procure single occupancy accommodation for the app (Note 11).		Yes	No	N/A			
This is to be charged against UIN which is the employing / designated UIN for the applicant concerned and charged to the TLB RAC.							
Signature: Rank/Grade:							
Full Name: Date:							
Unit Address (including post title and telephone contact numbers):							

#### PART 6 UNIT HR (NEW DUTY STATION) CERTIFICATION

I certify that the applicant has my authority to occupy Substitute Service Single Accommodation (SSSA) for the following reason (please tick the appropriate boxes):

Full Name: Date:								
Signature:  Rank <sup>47</sup> :  Full Name:  Date:								
· · · · · · · · · · · · · · · · · · ·								
I certify that I will review this applicant's entitlement Vol 2 Annex C para 28. If at the time of the 6 monthly Accommodation (SLA) becomes available at the app becomes available within the SSSA radii regulations required to occupy it.  Certified by the applicant's Unit HR at new duty station.	review suitable licant's duty stat	Single Li ion or th	ving e SP's o	wn home				
I confirm that Unit records have been annotated in respeauthorisations for SSSA, FIA & Personal Contribution.	Yes	No	N/A					
Where the applicant's family are occupying surplus SFA the applicant is aware that he is required to inform the M and their Unit HR of any change in circumstances.	Yes	No	N/A					
I certify that the applicant is entitled to claim Food & Inci- Allowance (FIA) in accordance with JSP 752.	Yes	No	N/A					
personal/domestic reasons until the date stated.		Date av	ailable:					
Although the applicant owns, part owns or has a financia property at the duty station, they cannot occupy it for Se	Yes	No	N/A					
I am content that the Personal Preferences at Part 3 are I note that the Applicant accepts any additional costs to Personal Contribution as a result of these preferences.		Yes	No	N/A				
The applicant's spouse/civil partner/dependant children miles/1½ hours travelling time (by public transport) of the the nature of their duties precludes daily travel from that	duty station but	Yes	No	N/A				
The applicant is exempt from occupying Single Living Ac (SLA) by virtue of their Rank and / or appointment;	Yes	No	N/A					
There is no suitable Single Living Accommodation (SLA) 45 mins travel by public transport (10 miles if there is no transport) of the applicant's duty station (60 mins for Lores also no available SLA at any Service locations within a	Yes	No	N/A					

<sup>&</sup>lt;sup>47</sup> For RN Command TLB applicants, certification by a Lt Cdr/Maj (RM) (or Army/RAF equivalent) or above is required. For RAF TLB applicants, Part 6 should be signed by OC PMS or equivalent as a minimum. On occasion, units can formally delegate this authority to OF2 level, or civilian equivalent, and are to notify DIO Substitute Accommodation Team accordingly. Delegation is to be formally recorded at local level for assurance purposes.

#### PART 7: ARMY ONLY:- RF BDE APPROVED SIGNATORY

I accept that the requirement for SSSA in the circumstances outlined in this application is valid.						
Signature:	Rank:					
Full Name:	Date:					
RF Bde:						

# ALL APPLICANTS: PLEASE FORWARD THIS FORM IMMEDIATELY TO: DIORDAccn-SubAccn@mod.gov.uk

### PART 8: ADMINISTRATIVE ACTION BY DEFENCE INFRASTRUCTURE ORGANISATION SUBSTITUTE ACCOMMODATION TEAM (SSSA)

I confirm that this application form has been fully completed iaw the instructions contained within the JSP.

Signature:	Rank:
Full Name:	Date:

#### MOD Form 1154 (Revised 22 Feb 2016)

#### **MINISTRY OF DEFENCE**

# APPLICATION TO OCCUPY SUBSTITUTE SERVICE SINGLE ACCOMMODATION (SSSA)

#### **GUIDANCE NOTES FOR THE COMPLETION OF THE SSSA APPLICATION FORM**

PLEASE ENSURE YOU HAVE READ AND UNDERSTOOD THESE GUIDANCE NOTES
AND THE POLICY (JSP 464 VOLUME 2 CHAP 8) FOR SCALING AND SOURCING OF
SSSA PRIOR TO COMPLETING THE ATTACHED APPLICATION FORM (MOD FORM
1154).

- 1. MOD Form 1154 is a Tri-Service Application Form which is to be submitted by Service personnel requiring SSSA and FIA prior to posting to a new duty station. All sections of the form must be completed in black ink and in block capitals. Please complete legibly and with as much detail as possible.
- 2. The completion of all relevant sections of the form is mandatory. Without the information requested it will not be possible for Substitute Accommodation Team (SAT(SSSA)) / Accommodation Contractor to process the application. This may result in the form being returned to the applicant and a subsequent delay in finding appropriate SSSA. This form is to be completed as follows:
  - a. The applicant should complete Parts 1-4 and then forward the Form to the Unit Finance Team/Unit Finance Manager at the new duty station (for the new duty station/unit/business area minimum of OF3/C2) for financial scrutiny before certifying the form at Part 5.
  - b. The finance team at the new duty station should pass the form immediately to the Unit HR for authorisation by OC PMS/RAO/LO (minimum OF3) at Part 6. . <u>All applicants should then forward the Form to the SAT(SSSA)</u><sup>48</sup>, except for Army establishments who should forward it for authorisation to the Bde Commander for the area where they will be serving, prior to forwarding to the SAT(SSSA).
- 3. Personnel filling 'In Command' appointments may be provided with SSSA in lieu of SFA in certain circumstances. The entitlement will be deemed to exist if the applicant exercises Commanding Officers Powers of Punishment as defined within the Armed Forces Act 2006. In cases of doubt, the appropriate single Service Accommodation Colonel will arbitrate.
- 4. Your assignment information is stated on your Assignment Order.

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<sup>&</sup>lt;sup>48</sup> Substitute Accommodation Team (SSSA), Defence Infrastructure Organisation Operations Accommodation, Room WO25, Swales Pavilion, RAF Wyton, Huntingdon, Canmbs PE28 2EA.

- 5. There is no eligibility to SSSA more than 2 days prior to the date of assignment.
- 6. Own property. If you own or have a financial stake<sup>49</sup> in a property at the time of your assignment within the radii laid down in JSP464 (Tri Service Accommodation Regulations), you will be expected to occupy the property and will not be entitled to SSSA. If, on receipt of your assignment order, you already have a property let, you will be expected to occupy that property at the first opportunity, which will often be at the end of the initial 6 months tenancy for the SSSA property provided for the interim. When occupying your own property in lieu of SSSA, you are entitled to claim the appropriate rate of FIA and daily expenses.
- 7. Retention of current SFA. If you currently occupy SFA and want to serve unaccompanied at your next assignment, you are required to notify your current Housing Provider that you are assigned and that you wish to request retention of your SFA. This notification must be made within 14 days of receipt of your Assignment Order (unless you are deployed on operations or at sea when this may not be possible, in which case you are to notify your Housing Provider within 14 days of your return). If you are not entitled to retain SFA (see JSP 464 Part 1 Chap 8 Section VIII), then you can seek to occupy on an eligible basis and, if granted, will be liable to 93 days Notice to Vacate. If NTV is issued, you will be required to serve accompanied and occupy SFA at your duty station.
- 8. Pets. It is not permitted to request to keep pets in shared SSSA. Those ranks who are permitted sole occupancy (Band A) can request to keep a pet, however you should be aware this is not always achievable. Landlords will often request a higher rent before agreeing to permit pets in a SSSA property the Applicant will be responsible for any increase to the rental costs which exceed the Indicative Rental Comparable. Landlords may also state additional cleaning requirements (including post-occupancy fumigation). If it is appropriate to keep the pet proposed in SSSA, all associated costs will be borne by the individual and will be annotated on the Property Acceptance Certificate (PAC).
- 9. SSSA is procured in so far as possible to replicate SLA scales, and although a degree of personal choice is permitted with regard to location, **it is not permitted to request an over entitlement of property,** including an extra bedroom. You may be required to pay a Personal Contribution (PC) if you request a property that is within the entitlement criteria and within the radii but is above the Indicative Rental Comparable due to its location.
- 10. Personal Preferences. Personnel may state specific preferences to the scheme's Property Advisor at Part 3, however any preferences that incur additional costs to the MOD (e.g. specific location, pets) will be calculated by the SAT(SSSA) and a PC will be payable by the Service person. Note that those ranks required to share cannot request to keep pets in SSSA. Requests for properties / areas outside the radii / time criteria in JSP 464 Part 3 will not be accepted. Any PC will be annotated on the Property Acceptance Certificate and debited directly through JPA once Unit HR have been notified. It is the Service person's responsibility to inform the relevant Unit Admin Office there is a PC, provide proof of the PC and check to ensure the correct amount is deducted from your pay.
- 11. <u>Sole Occupancy SSSA for JO / OR Applicants</u>. Authority to procure single occupancy SSSA for Junior Officers (OF2 and below) and Other Rank applicants will only be granted for exceptional Service or welfare reasons and must be sought in writing (with all associated casework) from the single Service Accommodation Colonel prior to submission of this form. It should be noted that individuals who are PStat 3/4 with occasional visiting rights with their child(ren) are not considered

<sup>&</sup>lt;sup>49</sup> The MOD reserves the right to confirm the details of ownership by checking data entries in the Land Registry, the Registers of Scotland and Land Registry for Northern Ireland.

exceptional cases. This does not include requests to keep pets. In the event that sole occupancy is approved, the applicant will be required to pay a PC (Chap 8 Annex C Para 6b2) to reflect the additional costs incurred.

12. Once the Form 1154 is completed, data submitted may be cross-referenced by Unit HR with JPA records. Disciplinary action may be taken if you knowingly submit incorrect information / withhold information that affects your entitlement to accommodation. This includes failure to notify the MOD contractor of your intention to vacate the property due to either receiving an assignment order or alternative accommodation becoming available.

#### SECTION IV - PROPERTY SOURCING AND ACCEPTANCE

- **8.400.** The Property. The MOD contractor is required to provide applicants with a property in accordance with strict criteria governing size, specification, rental comparable and distance from place of work. The applicant may express a preference in respect to location but there is no guarantee that the contractor will be able to meet personal preferences. Properties may be verified by the SAT as meeting MOD's requirements before being shown to applicants.
- **8.401.** Parking Facilities. Outside urban locations, off road parking facilities are to be provided at each residence. These facilities can take the form of a garage, a car port, a reserved space in a residents' car park or a property's drive. Within city locations, if off road parking is not available then a residents parking scheme is acceptable. This may also include provision of a Season Ticket/Permit<sup>50</sup>
- **8.402.** Allocation of the property. Applicants (or their proxy) will be required to attend a move in of the property found by the MOD contractor at a mutually agreeable time (and preferably within a 24 hour period) to check cleanliness and condition prior to moving into the property.
  - a. **Proxy**. Personnel may nominate a proxy to view and commit to the property on their behalf. A proxy certificate is contained in the MOD contractor's Accommodation User Guide. Decisions taken by the proxy are final and the applicant will have no subsequent redress. **Accordingly**, **personnel should ensure that their proxy is reliable and fully understands their entitlements and any personal preferences they have**. Proxies should only be used as a last resort.
  - b. **Over Entitlement Properties**. Personnel are not permitted to request to occupy properties which are over their entitlement.
- **8.403**. **Self-Sourcing of SSSA**. Applicants are not permitted to self-source SSSA properties.
- **8.404.** Property Acceptance Certificate. On allocation of the property personnel will be required to sign the Property Acceptance Certificate (PAC) which signifies their agreement to the property and also acknowledges that they have read and understood the terms and conditions laid out in their Licence To Occupy (LTO). Deficiencies, damages, lack of cleanliness and any agreement that remedial work (such as cleaning or redecoration) will be undertaken prior to occupation are to be recorded on the PAC. Failure to note discrepancies may negate later claims. The extent of any personal contribution is to be recorded on the PAC, a copy of which will be kept by the MOD contractor.
- **8.405.** Licence to Occupy (LTO). The LTO lays down the terms and conditions of occupancy (see Annex A to this section). Personnel do not sign the licence but in signing the PAC, they acknowledge they have read and agree to conditions of the LTO. In some cases, there may be a requirement to sign an addendum to the LTO issued by the Contractor for any clauses that fall outside the standard licence (e.g. Pets Addendum for properties where the Landlord accept pets). A copy of the Licence and any addendum will be provided to the Licensee.

<sup>&</sup>lt;sup>50</sup> Season ticket parking is acceptable within 500 yards of the property address



#### **ANNEX A TO SECTION IV OF CHAPTER 8**

**MEARS GROUP** 

and

**OCCUPIER** 

Substitute Single Service Accommodations (SSSA) Licence to Occupy

Please read this Licence carefully

THIS LICENCE sets out the basis on which you will be permitted to occupy a property leased by MEARS GROUP PLC. The terms and conditions that will apply in occupying the property with sole possession, subject to the requirements agreed between MEARS GROUP PLC and MoD and the provisions set out in the paragraphs below, do not create a Tenancy.

- MEARS GROUP PLC permits you by way of this Licence to occupy and use the property in common with such other persons as may be agreed between MEARS GROUP PLC and the MoD.
- 2. The Licensee agrees to:
  - 2.1 Occupy the property alone, or in the case of shared accommodation, jointly occupy the property with other eligible personnel and not sublet or allow another person to reside at the property on a permanent residency basis;
    - 2.1.1 Spouses and children may visit and stay overnight, if available space allows and the other occupants agree, but only for periods not exceeding 28 days in any 61 days. Non family visitors should be accompanied throughout the visit by the Licensee.
  - 2.2 Be accountable for using and treating the property and its contents in a responsible and sensible manner, in particular:
    - 2.2.1 keeping the interior of the property, the fixtures, fittings and furniture in a hygienically clean and functional condition including the replacement, when necessary, of all light bulbs, fuses for electrical plugs and batteries for smoke alarms;
    - 2.2.2 to clean the internal sides of all windows (glass and frames) at least once in every calendar month and in the case of any glass being damaged or broken at the property, whether the cause of the damage be down to the Licensee or not, to follow the steps outlined in clauses 2.4, 2.4.1, 2.4.2 and 2.4.3 and if the glass is broken as a result of any fault or negligence on the part of the Licensee or invitee then all costs associated with repairing the glass to the same standard will be met in full by the Licensee;
    - 2.2.3 for shared SSSA properties all communal areas of the property are the responsibility of all the occupants. Should MEARS GROUP PLC at any time feel that the habitability is impaired due to the cleanliness, tidiness or general hygiene of the communal areas then MEARS GROUP PLC will arrange for remedial action to be taken. The cost of any such remedial action will be apportioned equally between the occupants. All rooms must be kept clean and communal rooms must be free of personal effects
    - 2.2.4 not to hang any washing clothes or other articles outside the Premises other than in a place designated or permitted by the Landlord or Landlord's Agent and not to hang or place wet or damp articles of washing upon any item of furniture, Fixture or Fitting or room heater

#### 2.2.5 Where a garden exists and:

- a. where the Licensee(s) has given written agreement to maintain the garden on the Property Acceptance Certificate and;
- b. where usable gardening equipment has been provided by the Landlord to carry out garden maintenance;
- the Licensee(s) should not however fell, lop or prune any tree situated in the garden area of the property or change the general or design of the garden without first receiving the written consent of the Landlord through MEARS GROUP PLC;

#### 2.2.6 Caring for Appliances

care for any appliances and/or fixtures and fittings supplied with the property, taking note of any instruction booklets and/or special care requirements that have been provided by the Landlord or the Landlords Agent carefully before use. If an instruction booklet has not been supplied or is lost, please notify MEARS GROUP PLC who will endeavour to obtain a booklet from either the Landlord or the Letting Agents. Particular attention to instructions should be made to appliances such at waste disposal units, water softeners and oil tanks.

- 2.2.7 In addition to Kit Insurance, the Licensee will be responsible for arranging their own contents insurance for personal possessions kept within the property.
- 2.3 Obtain the prior written consent from MEARS GROUP PLC before keeping any animal or pet in the property which will be subject to the following conditions:
  - 2.3.1 the animal or pet should not cause a nuisance to the neighbours of the nearby properties. Failure to comply will result in the Licensee being asked to have the animal or pet removed immediately from the property;
  - 2.3.2 any fouling by the animal is to be cleared by the Licensee immediately;
  - 2.3.3 any damage caused by the animal is to be repaired at the Licensee's expense;
  - 2.3.4 the animal is not kept for the purpose of breeding;
  - 2.3.5 the carpets are to be professionally cleaned at the end of the Licensee's occupation at the property and the Licensee shall meet the full cost of such cleaning. Receipts for such works to be submitted to MEARS GROUP PLC at the end of occupation;

- 2.3.6 at the end of the Licence the property must be professionally fumigated for the purpose of destroying any pests that may remain. The full cost of such pest control will be met by the Licensee. Receipts for such works to be submitted to the MEARS GROUP PLC at the end of occupation;
- 2.3.7 the Landlord through MEARS GROUP PLC reserves the right to insist upon the removal of the animal from the premises within two days of receipt of any notice that the relevant clauses relating to the keeping of a pet or animal within the property have been contravened;
- 2.4 Shall follow the procedures outlined in the User Guide for Service Personnel Occupying Substitute Service Single Accommodation whereby the Licensee is requested that during normal office hours (Monday to Thursday 0900 to 1730 & Fridays 0900 1700) to immediately notify MEARS GROUP PLC when maintenance issues or defects at the property occur.
  - 2.4.1 In cases of emergency, in order to maintain the habitability or security of the property, the Licensee agrees to immediately contact MEARS GROUP PLC during normal office hours (as above). If the emergency is out of normal office hours (as above) the Licensee must contact MEARS GROUP PLC on: TEL 0800 032 4547 and quote MEARS GROUP PLC or the UTN, together with property address and details of the emergency. The Licensee must be aware that CMP Assistance will only deal with matters that are reported out of normal office hours and are considered detrimental to the structure or habitability of the property.

# • The Licensee agrees that will contact Mears in all maintenance related issues

The Licensee agrees that whilst they are obliged to report all maintenance issues (as outlined above in 2.4, 2.4.1, 2.4.2) they are also accountable for taking reasonable steps, where possible, to

- 2.4.3 preserve the property in order to limit the effect of any damage that may occur and to advise MEARS GROUP PLC of the steps they have taken at the time of reporting the maintenance issue or defect.
- 2.5 Shall not alter the property in any way and specifically:
  - 2.5.1 Shall not change, add or modify the electrical, gas or plumbing systems;
  - 2.5.2 Shall not alter the scheme of exterior or interior decoration in anyway without the prior written consent of the Landlord through MEARS GROUP PLC;
  - 2.5.3 Shall not alter change or install any locks on any doors or windows in or about the property without first obtaining the prior written consent of MEARS GROUP PLC, except in times of emergency;

- 2.5.3.1 If any change of locks that may require additional keys to be made, to immediately furnish MEARS GROUP PLC with an identical set of keys and to deliver the same up to the Landlord through MEARS GROUP PLC together with all original keys at the expiration of the Licence.
- 2.5.3.2 In the event that all keys are not returned to the Landlord at the expiration of the Licence, any costs incurred by the Landlord in replacing locks to which the lost keys belong, will be borne by the Licensee.
- 2.5.4 Shall not remove any Fixtures or Fittings of the Premises or to store them in any way or place inside or outside the Premises which should reasonably lead to damage to the Fixtures and Fittings deteriorating more quickly than if they have remained in the same location as at the beginning of the Tenancy.
- 2.5.5 Shall not suspend or attach to any part of the property by any means whatsoever any pictures posters or any other articles That may result in damage to the property.
- 2.6 Shall not leave the property unoccupied between 1 November to 30 April without maintaining a sufficient level of heating to the property to prevent frost damage to the domestic hot water and central heating systems; furthermore, shall take prudent steps to adequately heat and ventilate the property at all times to help prevent condensation. Where condensation may occur, take care to wipe down and clean surfaces as required to stop the build-up of mould growth or damage to the premises.
- 2.7 Keep the property locked using all locks available and secured when unoccupied and ensure that any security alarms are set whenever the property is vacant and inform MEARS GROUP PLC in writing at the beginning of any period of absence that will exceed 14 days. Failure to set a security alarm may invalidate a Landlord's property insurance and render the Licensee liable for any losses incurred by the Landlord. If any burglar alarm codes are changed during the Tenancy the Licensee will provide MEARS GROUP PLC, the new code within 7 working days;
- 3. The procedures for bill payments in SSSA are as follows:
  - 3.1 <u>Utility Bills</u>: The Licensee(s) will not be required to take any action regarding the payment of utility bills as the companies have been instructed to send bills directly to MEARS GROUP PLC for payment. If, however, the Licensee(s) receive bills requiring payment they should forward them immediately to MEARS GROUP PLC <u>Unit 5, Cartell Business Centre, Stroudley Road, Basingstoke, RG24 8FW</u> Failure to forward bills may result in inconvenience should their utility companies take action to cut off supplies.
  - 3.2 <u>Council Tax and Water Rates:</u> The Licensee(s) will not be required to take any action regarding the payment of Council Tax and Water Rates. Local Authorities have been instructed to send bills directly to MEARS GROUP PLC for payment. If, however, the Licensee(s) receive bills requiring payment they should forward them immediately to MEARS GROUP PLC (at the address

provided above). Failure to forward bills may result in inconvenience to the individual(s) concerned.

- 3.3 <u>Television Licence:</u> The Licensee(s) will not be required to take any action to obtain a TV Licence for the television provided with the property. MEARS GROUP PLC will administer this in the Licensee(s) behalf with the licences held at MEARS GROUP PLC. If, however, the Licensee(s) receive a demand for Licence renewal they should forward it immediately to MEARS GROUP PLC. Failure to forward licence renewals may result in inconvenience to the individual(s) concerned. If the Licensee(s) requires any further information in this matter during their occupation they should contact MEARS GROUP PLC.
- 3.4 Telephone: It is the responsibility of the Licensee, or in the case of shared accommodation the nominated individual, to pay the quarterly telephone bill and forward a copy of it, together with the Payment of Utilities Form, to MEARS GROUP PLC. Mears will arrange for the line rental and equipment rental elements of the bill to be reimbursed into the claimant's bank account within 14 working days. Only the cheapest available line rental will be refunded (BT Option 1). For those where equipment rental is not an option, Mears will reimburse the cost of purchasing a handset up to the value of £20.00. For those in shared accommodation the nominated individual responsible for paying the bill should seek reimbursement from the other occupants for the remaining elements of the bill not reimbursable by Mears. The Licensee(s) must ensure that the telephone service and telephone number provided at the beginning of the Licence remain available to the Landlord at the end of the Licence.
- 3.5 <u>Unconventional Costs:</u> The Licensee(s) will be reimbursed the cost of reasonable, as determined by MEARS GROUP PLC, bills for unconventional fuels/utilities. The Licensee, or in the case of shared accommodation the nominated Licensee, is responsible for paying the bill and forwarding a copy, together with Payment of Utilities Forms, to Mears who will arrange to reimburse the claimant's bank account within 14 working days.

  Unconventional costs include, emptying septic tank/cesspits, sewage removal.
- 3.6 <u>Chimneys:</u> The Licensee(s) is responsible for arranging for chimney(s) (if any) to be swept at least once in every 6 months and at the termination of the tenancy. The Licensee, or in the case of shared accommodation the nominated Licensee, is responsible for paying the bill and forwarding a copy together with the Payment of Utilities Form, to Mears who will arrange to reimburse the claimant's bank account within 14 working days.
- 4. In addition to occupying and using the property, the Licensee(s) agrees to behave responsibly and considerately to others at all times and
  - 4.1 Shall use the property only as their private residence and not to assign, sublet, share or allow another person to reside at the property;
  - 4.2 Shall not use the property to carry on any business, trade, club or similar activity;

- 4.3 Shall not use or allow anyone to use the property for any illegal or immoral purpose;
  - 4.3.1 Shall not smoke or allow others to smoke within the Premises without the written consent from the Landlord
- 4.4 Shall not do anything which may invalidate the insurance of the property or increase the rate of premium payable for such insurance and specifically;
  - 4.4.1 Shall not keep any materials or substances which are or may become a fire hazard or potentially dangerous to people in the vicinity of the property;
  - 4.4.2 Shall not use a paraffin or portable gas heater in the property;
  - 4.4.3 Shall not do anything in the vicinity of the property which may damage or become a nuisance or annoyance to the owners or occupiers of any adjoining or neighbouring properties;
- 4.5 Shall not use or play a musical instrument, radio, television set or apparatus for reproducing recorded sound in such a manner that it is audible outside the property;
- 4.6 Shall not take part in or allow any activities at the property which are or may become a nuisance to the occupiers of any neighbouring or adjoining properties;
- 4.7 Shall not put up any aerial (internally or externally), advertisement, poster, notice or announcement so that it is visible from outside the property;
  - 4.7.1 satellite dishes may only be erected once permission has been sought and agreed in writing from MEARS GROUP PLC. The Licensee must be aware that they may be requested to remove the satellite dish at the end of their occupation at the property and at this point the Landlord may insist that any damage caused by the erection/removal of the dish be made good at the Licensee's expense.
- 4.8 Shall ensure that sinks, drains and pipes within the property do not become blocked;
  - 4.8.1 if any sinks, drains and pipes within the property become blocked as a result of any act default or negligence on the part of the Licensee or any invitee, the Licensee will be responsible for contractor's costs of rectification.
- 4.9 Place all rubbish in the receptacle provided which should remain in the place designated for it:
- 4.10 Permit MEARS GROUP PLC or the owner, Landlord or agent, with or without others, reasonable access to enter the property on reasonable notification and acceptance of the requirement (not less than 48 hours' notice except in

cases of emergency). In cases of dispute the Licensee is to raise with MEARS GROUP PLC who will engage with DIO SAT in order to arbitrate a solution. DIO SAT decision is final in this regard. in order to:

- 4.10.1 inspect the state and condition of the property;
- 4.10.2 do any works or repairs which are necessary or desirable or which must be undertaken to comply with any legal requirement;
- 4.10.3 do work on or in relation to any adjoining or neighbouring property;
- 4.10.4 permit prospective purchasers accompanied by the Landlord or the Landlord's Management Agent, to view the property at all reasonable times by prior written appointment and display as the Landlord directs any sale notices;
- 4.10.5 during the last 2 months before the end of the Licence to permit prospective tenants, accompanied by the Landlord or Landlord's Managing Agents, to view the property at all reasonable times by prior appointment and to display as the Landlord directs any letting notices, in accordance with Clause 4.10;
- 4.11 To comply with any notices received from the Landlord or MEARS GROUP PLC during the Licence relating to the use of the property and which are binding on the Landlord by virtue of any lease of the property;
  - 4.11.1 forthwith to send to the Landlord or MEARS GROUP PLC any notices, orders or documents that relate or might affect the property together with any letters delivered to the property addressed to the Landlord.
- 5. To use the means of access to the property with due consideration for others and in particular, where the property may be part of a larger building:
  - 5.1 Keep closed any communal main entrance door to the building of which the property forms part;
  - 5.2 Shall not leave any property, goods, parcels or refuse in any communal entrance, halls, staircases or passages in the building;
  - 5.3 Shall not loiter or obstruct any communal entrance halls, staircases or passages in the building;
- 6. The Licensee is:
  - 6.1 Committed to the occupancy of the property for a minimum period of 6 months:
  - 6.2 will only be entitled to vacate for Service reasons; or
  - 6.3 where prior approval has been sought from MOD, and the specific reasons given for moving are supported by the Commanding Officer of the employing

Unit.

- 7. When this Licence has been terminated, the Licensee(s) agrees to:
  - 7.1 Vacate the property and hand over all keys to such person as notified by MEARS GROUP PLC;
    - 7.1.1 co-operate with MEARS GROUP PLC in order for the inventory to be checked and ensure that all the items listed in the inventory are accounted for and located in their original position;
    - 7.1.2 leave the property in a hygienically clean and tidy condition and to the standard identified at move, removing all personal belongings, together with all rubbish.
    - 7.1.3 be in attendance at the move out, or nominate a proxy to be in attendance on the date agreed with the MEARS GROUP PLC Property Adviser in order to:
    - 7.1.4 acknowledge agreement of any dilapidations, or private arrangements that have been made to compensate the Landlord for dilapidations, or ensure that any disagreements are recorded on the Occupation End Certificate (O.E.C.) after taking into account fair wear and tear;
    - 7.1.5 sign the Occupation End Certificate (OEC) acknowledging the end of occupation of the property.
    - 7.1.6 to reimburse MoD all sums paid to the Landlord in respect of:
      - any damage to the property or its contents arising from any act, default or negligence on your part or any invitee to the property taking into account fair wear and tear;
      - the cost for removing any items that have been left (inadvertently or not) at the property;

subject to the decision of the MoD in the case of any dispute which shall be binding on you.

- 8. The benefit of this Licence is personal to you and may not be transferred, assigned or shared
- 9. You agree to give MEARS GROUP PLC at least 40 days written notice of your intention to vacate the property on a permanent basis in accordance with the relevant Service regulations relating to SSSA, with any such notice to be forwarded by fax and post to:

MEARS GROUP PLC Ltd Unit 5, Cartell Business Park Stroudley Road Basingstoke

#### RG24 8FW

Telephone: 0800 032 4547

In cases where this is not possible due to service reasons, an explanation is to be forwarded with the notice. In other cases, you may be held liable for any charge levied against MoD.

- 10. MEARS GROUP PLC may terminate this Licence by giving you not less than 60 days written notice if:
  - 10.1 you fail to comply with your obligations under this Licence;
  - 10.2 MEARS GROUP PLC are requested by the Project Manager to terminate this Licence;
- 11. MEARS GROUP PLC may terminate this Licence by giving you less than 40 days written notice if:
  - 11.1 destruction or damage renders the Property uninhabitable as a residence; or
  - 11.2 MEARS GROUP PLC, the Landlord or his mortgage requires possession of the property
- 12. You should communicate any matters arising from this Licence to MEARS GROUP PLC at the following address: Unit 5, Cartell Business Park, Stroudley Road, Basingstoke, RG24 8FW

Name	
Signed for and on behalf of Mears Limited	Dated
Signed on behalf of the Licensee	Dated

#### **SECTION V - MOVE INTO SSSA**

**8.500**. **Move into the property**. The MOD contractor is required to conduct a full inventory check of the property at the time of move in which is to include a record of the state of the decoration, carpets, curtains and fixtures and fittings in the property. Personnel are to ensure that the inventory is a true and complete record since it will form the basis of the property check undertaken at move out. A copy of the inventory will be kept by the MOD contractor.

**8.0501. Property Furnishing**. The Service provider is to ensure that potential properties are furnished and equipped prior to move in, through regional sub contracted providers, to the minimum specification listed at Annex A to this section. The service provider will, where possible show properties to prospective occupants, furnished. However, a Service person should accept some degree of flexibility might be required and must be willing to accept the accommodation if substitutes or alternatives are provided. In cases of doubt/dispute over what constitutes an acceptable level of equipment/furnishings, the MOD Project Officer should be consulted.

# MINIMUM FURNISHINGS AND EQUIPMENT SPECIFICATION AND STANDARD - SSSA

#### Each occupied bedroom

Single bed per occupant

Bedside table or acceptable alternative

Bedside lamp

Fitted carpet or acceptable alternative

Double chest of drawers (with lockable drawer if door not lockable)

Wardrobe (pref Double)

Desk/ dining Table (in shared accommodation)

Mirror

2 power points (single or double)

Easy chair

Bookcase or suitable shelving

#### Lounge

Colour Television with free-to-air digital facility

Telephone / WIFI connection box (can be in any integral communal area, ie Lounge,

Kitchen, Hall)

Settee

Comfortable chair (2 if more than one occupant)

Coffee table

Bookcase or suitable storage

Dining table and 4 chairs (can be in kitchen or dining room)

Fitted carpet or acceptable alternative

2 power points (single or double)

#### **Bathroom**

Sink

Cupboard or shelving

Mirror

Shower and/or bath<sup>51</sup>

Lavatory (this can be in a separate room but if so must have a sink fitted in the room)

Lavatory brush

#### Kitchen

4 Power points (double or single) above work surface Fridge/Freezer

<sup>&</sup>lt;sup>51</sup> Where there is no fitted shower in the property, or shower adapter in the bath, the local agent can arrange for an adaptor to be provided, where the property allows for one to be used without damage to the property.

### Combined Washer/Dryer or separate Washing Machine and Tumble Dryer/Heated Clothes Dryer

Cooker

Microwave

Kettle

Sink

Canteen or cutlery (place settings for 4 minimum)

Set of saucepans (3 of various sizes) or acceptable alternatives

Frying pan

Set of kitchen utensils including:

Tin opener Bottle opener Large sharp knife Small sharp knife

Colander

Measuring jug

Set of ovenproof dishes or acceptable alternative

Roasting dishes or acceptable alternative

}

}

4 mugs

4 bowls } minimum

4 dinner plates 4 side plates

4 glasses Toaster or grill

Steam Iron

Ironing Board (with cover)

Mop/Squeegee

Vacuum cleaner

Dustpan and brush

Bucket

Smoke alarms (as required)

Bin or refuse container

#### **STANDARD**

<u>Standard of Décor</u>. Properties are to be provided in good decorative condition throughout. Paintwork and wall coverings, skirting boards, door frames and other woodwork and tiling in kitchens and bathrooms and elsewhere in the property is to be clean, sound and complete. Door handles and locks are to function and be supplied with a key(s).

**<u>Bed</u>**. The bed is to consist of a mattress and divan (excluding bedding) which are to be clean, unmarked, complete and serviceable. The bed is to be fitted with a headboard. A futon, sofa bed, camp bed or fold up bed is not acceptable. Double beds may be provided in lieu of single beds.

<u>Furniture</u>. Items of furniture are to be clean, complete, unmarked and serviceable. Tables, cupboards, bookcases, desks etc are to be constructed from wood (or composite equivalent) or metal and are to be solid and robust. Dining chairs may be constructed from wood or metal. The settee and chairs may be covered with fabric or leather and are to be complete, unmarked and serviceable. Plastic furniture is not acceptable (for example

garden furniture). Antique furniture, fixtures and decorative items may be provided at the Letting Agent's/ Landlord's risk.

<u>Cutlery and Crockery</u>. Cutlery, crockery and kitchen utensils are to be unmarked and hygienically clean. Burnt, damaged, stained, chipped or broken items are not acceptable. Items do not necessarily need to comprise a set although this would be preferred.

<u>White goods</u>. White goods (fridge/freezer, washer/dryer, microwave, kettle, toaster and iron) are to be clean, complete and functional. Damaged, scratched, incomplete items are unacceptable.

<u>Cooker</u>. The cooker is to be clean inside and out (grease free and without burnt on deposits), complete and functional.

<u>Electrical Appliances</u>. All electrical appliances are to be fitted with suitably fused plugs with serviceable flexes. Frayed flexes, cracked or damaged plugs are unacceptable.

<u>Light Fittings</u>. All light fittings are to be fitted with a lampshade and light bulbs. The Service occupant is responsible for replacing light bulbs.

<u>Curtains</u>. All windows are to be fitted with a blind or curtains which match the décor of the rooms. Window coverings are to be clean, complete and functional. Coverings which are torn, damaged, do not open or close or incomplete are unacceptable.

<u>Floor coverings</u>. Floors are to be covered with carpets and or other suitable coverings which are complete, clean, unmarked and serviceable.

**Smoke alarm**. A functioning smoke alarm is to be provided. The Service occupant is responsible for replacing smoke alarm batteries.

<u>Carbon Monoxide alarm</u>. A functioning CO alarm is to be provided where there are gas appliances in the property. The Service occupant is responsible for replacing CO alarm batteries.

These Furniture Scales are to be used as a **guideline only for SSSA**. It reflects those measurements separate furniture providers might issue against those measurements of furniture issued by Defence Accommodation Stores for SLA: Room size and furniture availability will see variations on these measurements.

	Furni	ture Prov	rider 1	Furni	ture Provid	der 2		DAS	
Item	Height	Width	Depth	Height	Width	Depth	Height	Width	Depth
Economy bedside table & lock	585	380	400	570	415	355	600	450	450
Economy 5 drawer chest	890	360	705	890	700	360	730	500	600
Economy double wardrobe with mirror	1784	760	514	1770	760	520	2300	1000	600
Desk	775	1000	550	775	1000	550	730	1200	600
Bookcase	1000	600	250	1710	610	250	1000	750	250

#### SECTION VI - DURING OCCUPATION OF SSSA

- **8.600. Cohabitation**. Under no circumstances may single personnel and single and lone parents co-habit with a partner (who is not their legal spouse/civil partner) in SSSA. 'Cohabitation' describes a situation where the SSSA becomes the home of another person (see paragraph 26 in respect to visits by the spouse/civil partner/family of unaccompanied personnel occupying SSSA).
- **8.601.** Temporary Spouse/Civil Partner/Family Visits. Unaccompanied personnel occupying SSSA (and in receipt of unaccompanied allowances) may have spouse/civil partner/family visits for no more than 28 days (aggregated or continuous) in any 93 day period. Entitlement for SSSA will cease on the 29th day. At this point FIA will cease, Grade 1 SFA charges will commence and the individual will become liable for all bills associated with the property with the exception of council tax and water rates. This liability will continue until such time as the individual again becomes compliant with these regulations and thus entitled to SSSA.
- **8.602. Sub-letting.** Personnel allocated SSSA are to occupy that property and are prohibited from sub-letting that property. Sub-letting in the context of these regulations is defined as any unauthorised sharing of the property.
- **8.603. Redecoration**. Occupants of SSSA are not permitted to alter the decoration of the interior of the property without the written permission of the MOD Contractor.
- **8.604.** Changing bedrooms in shared properties. Personnel in shared properties may only change their bedroom with the permission of the SAT(SSSA) and only once a full inventory and condition check of the bedrooms has been undertaken by the MOD Contractor.
- **8.605.** Mid-tour moves from SSSA. There are 5 mid-tour move scenarios as follows:
  - a. **Withdrawal of the NAC**. If the NAC is withdrawn as a result of a review, personnel (or their unit) are to give the MOD contractor 40 days' notice to vacate the property. In the event that SLA has become available personnel are entitled to travel and unaccompanied baggage provisions to move from the SSSA to the SLA in accordance with single Service regulations;
  - b. **Early termination of the lease**. In the event that the Letting Agent/Landlord seeks vacant possession of the property personnel will receive 40 days' notice to vacate from the MOD contractor. Personnel will be required to move to SLA (if available) or alternative SSSA provided by the MOD contractor prior to expiry of the notice period. Personnel are entitled to travel and unaccompanied baggage provisions to move to alternative SSSA (or SLA if it is available) in accordance with single Service regulations;
  - c. **Health, safety and security concerns**. If SSSA becomes uninhabitable for health, safety or security reasons a case is to be made by the unit Commanding officer to the Project Manager for authority for personnel to be moved to SLA (if available) or alternative SSSA. In the event that approval is given, personnel (or their unit) are to give the MOD contractor 40 days' notice to vacate. Depending on the urgency of the case the MOD contractor will make every effort to re-house personnel as quickly as possible. Personnel are entitled to travel and unaccompanied baggage

provisions to move to alternative SSSA (or SLA if it is available) in accordance with single Service regulations;

- d. **Untenable shared SSSA**. In the event that the MOD contractor is unable to fill vacant bedrooms in shared properties. the Project Manager, in consultation with the units of the personnel remaining in occupation of the property, will determine whether they should be re-housed in alternative SSSA. Should this be necessary, personnel (or their units) are to give the MOD contractor 40 days' notice to vacate. On submission of a new Form 1154 and following receipt of approval to move, the MOD contractor will make arrangements to re-house personnel prior to expiry of the notice period. Personnel are entitled to travel and unaccompanied baggage provisions to move to alternative SSSA (or SLA if it is available) in accordance with single Service regulations;
- e. **Personal reasons**. In the event that personnel wish to move SSSA for personal reasons a case is to be made by the Unit Commanding Officer to the Project Manager for authority for personnel to be moved to alternative SSSA. In the event that approval is given, personnel (or their Unit) are to give the MOD contractor 40 days' notice to vacate. On submission of the new Form 1154 the MOD contractor will make arrangements to re-house personnel prior to expiry of the notice period. Under these circumstances units may, at their discretion, pass the costs of re-housing on to the person requesting the change of accommodation. There is no entitlement to travel and unaccompanied baggage provisions.

#### **SECTION VII - SSSA COSTS**

- **8.700.** Costs falling to the unit. The following costs for SSSA properties will be charged to unit UIN's by the MOD Contractor:
  - a. MOD Contractor's fees (as stated in the MOD Contract) for the provision of services.
  - b. Rent for the property and miscellaneous fees.
  - c. Utility bills.
  - d. Council tax
  - e. Telephone / Internet connection and installation charges.
  - f. Dilapidations identified at move out (some or all of which may be passed on to the occupant by the unit if caused through negligence)
- **8.701. Costs falling to the occupant**. The occupant is responsible for meeting the costs of:
  - a. Any personal contribution towards the rent;
  - b. MOD contractor charges if the occupant chooses to move mid-tour for personal reasons.
  - c. Charging an electric/hybrid vehicle. If there is no method of identifying

when/how a personal electronic vehicle has been charged (e.g. charging point is separately metered) electric vehicle charging points are not be used. Under no circumstances should vehicles be charged using a standard 3-pin plug.

#### 8.702. Payment of Bills. Should be conducted as follows:

- a. **Utility Bills**. Occupants who receive bills are to forward them to the MOD Contractor for payment. Failure to forward bills may result in inconvenience to individuals should utility companies take action to cut-off supplies. Where personnel have chosen a property, which is not self-contained or is part of a property occupied by another person (eg as a lodger), all utilities and Council Tax are to be included in the rent. If utility bills exceed the current MOD comparable for similar properties, MOD reserves the right to recover the excess charges from the individual.
- b. **Council Tax and Water Rates**. If occupants receive any of these bills they are to forward them to the MOD Contractor for payment. Failure to forward bills may result in inconvenience to individuals.
- c. **Television Licence**. The MOD Contractor is responsible for the purchase and the annual renewal of a TV licence from the point of move in and ending of the occupancy. TV Licences will be held at the MOD contractor's headquarters.
- d. Unconventional Fuels/Utilities. Personnel will be reimbursed the cost of reasonable (as determined by the Project Manager) unconventional fuel/utility bills. Personnel are to pay the bill themselves then forward a copy of the bill, together with the form at Appendix 2, to the MOD Contractor who will arrange to reimburse the claimant's bank account within 14 working days. Unconventional utilities include electricity keys/swipe cards, septic tank/cess pit emptying, sewage removal from boats or mobile home

#### PAYMENT OF UTILITIES BILLS PROFORMA

This proforma should be completed and attached to any bills associated with Substitute Service Single Accommodation (SSSA) for onward transmission to the Mears Accommodation Team, Unit 5, Cartel Business Centre, Stroudley Road, Basingstoke, RG24 8FW for payment.

#### **PERSONAL DETAILS**

Service No	Rank	Initials	Surname	UIN	UTN

#### **ACCOMMODATION ADDRESS**

House/Flat No & Street:	
Town:	
County:	
Post Code:	

#### **OTHER OCCUPANTS**

Service No	Rank	Initials	Surname	UIN	UTN

#### **ATTACHMENTS**

	CUSTOMER CODE	AMOUNT (£)
Gas Bill:		
Electricity Bill:		
Water and/or Sewerage Bill:		
Other: (please specify)		

<sup>\*</sup> I certify that the attached bill(s) is for services supplied solely for the use by eligible personnel accommodated at this address.

<sup>\*</sup> I have not paid the attached bill(s) and request payment direct to the appropriate company.

- \* I have paid the attached bill(s) and request a refund direct to my bank account (details below).
- (\* Please delete as applicable)

CLAIMANT'S SIGN	NATURE	DATE
BANK ACCOUNT	Please fill in details below for Ban	k Payments
Sort Code:	Account Number:	KT dyments

#### **SECTION VIII - ALLOWANCES AND CHARGES**

- **8.800.** Night Subsistence (NS)<sup>52</sup> Preliminary visits to view properties at a new place of duty in GB. Personnel serving in GB who are in receipt of a NAC to occupy SSSA at their new place of duty may travel at public expense on a preliminary visit to view accommodation for cleanliness and condition. Travelling expenses and 1 night's NS at the new place of duty may be claimed. Personnel serving overseas who are assigned to a new permanent assignment station in the UK, who are in receipt of a NAC, are eligible for subsistence for up to 4 nights.
- **8.801.** Night Subsistence (NS) Delays in the provision of SSSA. Payment of up to 7 night's NS is authorised in the event that:
  - a. The MOD contractor is unable to make arrangements for accommodating the applicant by the accommodation required date;
  - b. Selected SSSA properties subsequently become unavailable.

If SSSA within this initial 7 day period is not available the MOD Project Manager, in consultation with the applicant's unit, will authorise further periods of NS as appropriate.

- **8.802.** Food and Incidentals Allowance (FIA). Personnel occupying SSSA may have an entitlement to claim FIA in accordance with JSP 752 Chap 5 Sect 5.
- **8.803.** Home to Duty Travel (HDT). Personnel occupying SSSA may have an entitlement to claim Home to Duty Travel in accordance with JSP 752 Chap 7 Sect 3.
- **8.804.** Accommodation Charges. All personnel occupying SSSA will be debited accommodation charges and CILOCT as if they were living in Grade 2 SLA, regardless of the accommodation occupied, in accordance with single Service regulations. Owner occupiers and/or personnel who opt out of the scheme will not be debited accommodation charges or Contribution in Lieu of Council Tax (CILOCT).

#### SECTION IX - PERSONNEL ASSIGNED FOR PERIODS UNDER 6 MONTHS

- **8.900.** Accommodation options. On those occasions when SLA is not available for personnel who are assigned for periods under 6 months, accommodation may be provided through one (or more) of the following means:
  - a. Payment of NS;
  - b. Provision of SSSA:
  - c. Payment of short term Lodging Allowance.
- **8.901. Guidance**. It is the responsibility of the employing unit's Commanding Officer to determine the most appropriate method of providing accommodation for personnel considering conditions of service, the circumstances of the individual and budgetary considerations in accordance with the following guidance:

<sup>&</sup>lt;sup>52</sup> See JSP 752 Chapter 5 Section 1 05.0105.

- a. **Periods up to 30 days**. For periods of duty up to 30 days NS should normally be authorised. NS may be authorised for periods in excess of 30 days when it is proved to be the most cost effective option (see below para 8.901(b)(3)). Units should contact the Project Manager for guidance;
- b. **Periods between 30 days and 6 months**. There are 4 options:
  - (1) **Spare SSSA capacity**. On completion of MOD Form 1154, provision of existing spare capacity in the SSSA scheme. This should normally be possible in high volume areas such as London, Glasgow, Bristol and Bath and may be possible in other areas. In such circumstances individuals may be offered a bedspace but the appeals procedure in JSP 464 Vol 1 Part 3 still applies with regard to complaints. Units should contact the Project Manager for assistance in identifying spare SSSA capacity;
  - (2) **Provision of new SSSA**. On completion of MOD Form 1154, new SSSA may be provided in high volume areas on the basis that a further occupant will be identified to take over the property if/when it becomes vacant within 6 months. Units who chose to seek new SSSA under these circumstances should be aware that they may be liable for the full 6 months' rent if a subsequent occupant cannot be found;
  - (3) **SSSA versus NS**. The most cost effective solution between payment of NS or provision of newly sourced SSSA. This decision should be made having considered the actual time the claimant is likely to spend in the accommodation and is a balance between:

Total number of days accommodation is required at new duty unit (excluding periods of detached duty away from duty unit) x cost of NS

#### versus

Total cost of SSSA (including utilities) for a possible 6 month period + cost of FIA for actual period of duty at new duty unit;

(4) **Short term Lodging Allowance**. Authority must be sought from the Project Manager for payment of short term Lodging Allowance.

#### SECTION X - VACATION OF SSSA

**8.1000. Notice to Vacate**. Personnel are to provide the MOD contractor with a minimum of 40 days written notice of their intention to vacate SSSA in accordance with the Licence to Occupy which they have signed. During the initial 6 months in any particular SSSA property this period of notice is extended to preclude vacation of the property before the 6 month point. Where this is not possible due to service reasons an explanation is to be forwarded with the notice that is tendered. Personnel who fail to give 40 days (or the balance of 6 months where this is appropriate) notice of vacation for non-Service reasons may be required to continue to pay accommodation charges as if they were still occupying the property from the date they vacate the property until the 40 day notice period has elapsed.

#### 8.1001. Vacation of shared property.

- a. **Junior Officer and Other Rank shared property**. When one occupant vacates a shared property the MOD contractor will be responsible for showing the vacant bedroom to other applicants. If there is insufficient demand to fill the vacancy the MOD contractor will notify the Project Manager who, in consultation with the units of the remaining occupants, will take a decision on the continued viability of the property. In cases where the property is no longer financially tenable it may be that the remaining occupants are re-housed in alternative SSSA;
- b. Officers (Lt Cdr and equivalent and above) sharing by choice. Should an officer who is sharing by choice vacate a property the remaining occupant(s) is/are responsible for:
  - (1) Finding a further sharer (the Project Manager may be able to help);
  - (2) Vacating the property and moving into alternative SSSA;
  - (3) Meeting any difference in rent themselves until a further occupant is identified.
- **8.1002. Preparation of SSSA for move out**. On receipt/giving of notice to vacate the MOD Contractor will send the occupant a 'checklist for occupants vacating SSSA' which provides guidance on the cleaning and preparation of the property for move out. Personnel with pets will be required to pay for the cleaning of carpets (or alternative floor coverings) of the property prior to vacation.
- **8.1003. Move out**. Occupants (or their proxy) are to attend a move out which will be arranged by the MOD contractor on a mutually agreeable date prior to expiry of the lease. The primary purpose of the move out is for the occupant to return the property to the MOD contractor, however, the MOD contractor may choose to conduct a concurrent hand back to the Letting Agent/Landlord if there is no successive Service occupant. If appropriate a unit representative may be in attendance. A full inspection of the property will take place against the inventory agreed at the time of move in. The Occupation End Certificate (OEC) is to be signed by the occupant and the MOD contractor's staff.
- **8.1004.** Dilapidations. Dilapidations (taken to mean damage (including loss) to the property, its fixtures and fittings and the contents supplied by the Letting Agent/Landlord in accordance with MOD's requirements) will be identified and recorded on the OEC. The occupant is to sign the OEC and annotate their agreement (or non-agreement) to the dilapidations identified. Occupants are not responsible for damage arising from fair wear and tear. In all but the simplest cases (which may be resolved at the time of move out by payment to the MOD contractor or the Letting Agent/Landlord), the MOD contractor will be responsible for costing dilapidations in accordance with MOD procedures and in consultation with the MOD Project Manager before settling with the Agent/Landlord and seeking reimbursement from MOD. In this instance the liability for the dilapidations will be charged to the occupant's unit. The unit is then responsible for seeking reimbursement from the occupant if the dilapidations were a result of the occupant's negligence or the negligence of their family or their visitors or caused by their pets.
- **8.1005.** Cessation of charges, allowances and costs. Charges, allowances and costs will cease with effect the date of move out from the property.

#### **SECTION XI - FURTHER ADVICE**

- **8.1100.** Further advice on the SSSA scheme may be sought by contacting:
  - a. The Unit Administrative Office;
  - b. The SAT(SSSA);
  - c. The MOD Project Manager at HQ DIO RD Accommodation.

# 9 User Complaints Process

Moved to JSP 464 Vol 1 Part 3.