Ministry of Defence

JSP 464 Vol. 1 Policy UK

Tri-Service Accommodation Regulations

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JSP 464 Vol. 1 Policy UK

Tri-Service Accommodation Regulations

1 Introduction

1.1 Foreword from the Chief of Defence People

Defence must ensure Service personnel are in the right place at the right time to fulfil our purpose to protect the nation. Providing Service personnel with accommodation in the UK and overseas is essential to ensure the operational effectiveness and readiness of the Armed Forces.

The provision of accommodation is primarily in recognition of the inherently mobile Service lifestyle, and the often-remote places our people serve. However, it is also recognised as vital in shaping the overall quality of life for Service personnel and their families.

I entrust every individual involved in the creation and delivery of this policy to perform their duties in a fair and appropriate manner to support our Service personnel. Service personnel are likewise entrusted to demonstrate fair and appropriate behaviour when interacting with Defence staff, Industry Partners, and within their local communities when residing in Defence accommodation. It is a collective responsibility to deliver this policy as effectively as possible, providing value for money for Defence and the taxpayer.

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

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

1.2 Principles

1. It is essential Service personnel have access to accommodation for the operational effectiveness of the Armed Forces. Accommodation is provided to recognise that Service life can be highly mobile, involve short notice moves, and sometimes requires Service personnel to work in remote locations.

2. Defence expects defence provided accommodation to meet a minimum standard for occupancy. For Service Family Accommodation and Substitute Service Family Accommodation that is the Decent Home Standard. For Single Living

Accommodation and Substitute Single Service Accommodation that is the Defence Minimum Standard.

3. Accommodation should be provided in a way that promotes and delivers the best use of Defence and Public money.

4. On occasion individuals may have compelling circumstances not accounted for in policy. These circumstances will be reviewed to consider whether a deviation from policy is necessary and proportionate. All reviews will be based on a reasonable interpretation of the aim of the policy, the specific circumstances of the Service personnel concerned, the interests of Defence, and any other relevant factors.

5. Any deviation from policy for an individual Service person or cohort must be signed off by the Director of Armed Forces People Policy or their delegated authority and will not set a precedent for any future casework.

6. Notwithstanding Principle 1, Service personnel who exhibit unacceptable or antisocial behaviour when residing in Defence accommodation may be removed from their accommodation and may be considered to have forfeited any future entitlement to Defence accommodation.

7. Accommodation policy will change over time. Any changes to policy will be informed by evidence, the Public Sector Equality Duty, the Armed Forces Covenant and other relevant legislative requirements. Changes to these Tri-Service Accommodation Regulations will be considered through the relevant governance structures and communicated in a timely manner.

1.3 Governance

The Chief of Defence People (CDP) is responsible for the formulation of Defence living accommodation policy and delegates the lead to the Director of Armed Forces People Policy (D AFPPol), who delegates day to day responsibility to the Head of People Accommodation (Hd Accom). In discharging these responsibilities Hd Accom may consult with the single Service Accommodation Colonels.

The Tri Service Accommodation Regulations (TSARs) are the overarching and definitive policy source document for the provision of Defence living accommodation and takes primacy on all accommodation matters. Sponsorship and periodic review of the policy is vested in the People Accommodation team and any proposal for change should be submitted via the single Service Accommodation Colonel staff.

Any review or changes are considered through the Accommodation Policy Group (APG) and Accommodation Steering Group (ASG), which include representation from the single Services, UK Strategic Command, Defence Infrastructure Organisation and Defence Equipment and Support. The APG and ASG report to the People Leadership Team (PLT).

Service personnel should raise formal complaints in accordance with 9.1 in these TSARs.

Policy challenges relating to accommodation should be raised in accordance with 9.9 in these TSARs.

1.3.1 In-Theatre Accommodation Policy

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

Separate single Service arrangements will apply for operational theatres and temporary accommodation at training areas.

1.3.2 Defence Infrastructure Organisation Accommodation (DIO Accommodation)

DIO Accommodation is responsible for the delivery of SFA, SSFA and SSSA in the UK and this is conducted via the Future Defence Infrastructure Services (FDIS) and Substitute Accommodation contracts.

DIO Accommodation's Industry Partner Help Desk (IPHD) can be contacted by:

A. **Email**: hello@pinnacleservicefamilies.co.uk

B. **Telephone**: 0800 031 8628

DIO's Substitute Accommodation contractor can be contact by:

A. **Telephone**: 0800 032 4547

2 Standard entitlements and recognised family members

2.1 Standard entitlement and eligibility

Accommodation entitlement is ordinarily restricted to Service personnel who are serving on a Regular engagement with the UK Armed Forces or as Full-Time Reserve Service (Full Commitment) (FTRS(FC)) as defined in single Service instructions.

Where specified in these regulations, personnel serving on other commitment types and Civilians may be eligible to occupy surplus accommodation if available.

Entitlement to different types of accommodation is affected by factors including terms and conditions of service, relationship status, family size, a Service person's rank/civilians equivalent military rank, and appointment. SFA is classified by Type in accordance with the space standards and specifications in JSP 850.

A. Service personnel who own a property and are posted to a duty station within the radius affecting entitlement to service accommodation may be entitled to temporarily occupy service accommodation. This entitlement applies when there is a need to reclaim possession of their property after it has been rented out and remains valid until they are able to occupy the property themselves.

   Entitled personnel may apply to occupy service accommodation while the eviction process is ongoing, in accordance with the provisions of the Renters Rights Act 2025. Applications must be supported by evidence that the eviction process has commenced, and personnel will be required to provide periodic updates throughout the process.

   The following guidelines for the temporary occupation of service accommodation are provided for general awareness; however, each case should be assessed individually on its own merits:

   - **For tenants who have resided in the property for 12 months or longer:** An initial period of up to six months is permitted.

   - **For tenants who have resided in the property for less than 12 months:** An initial period of six months, plus the remaining months required to complete the initial 12-month tenancy period, is permitted.

   Personnel are reminded that all applications and extensions must be supported by appropriate documentation to demonstrate the ongoing eviction process.

2.2 Entitlement to Service Family Accommodation (SFA)

Service personnel are entitled to SFA if they:

A. Have completed Phase 1 training in any Service and are serving on a regular engagement with the UK Armed Forces, or as a Full Commitment Reservist (FTRS(FC)) as defined in single Service instructions.

AND

B. Are in personal status category (PStat Cat) 1, including 1C and 1S, and serving accompanied in accordance with the criteria in JSP 752, or PStat Cat 2 as defined in JSP 752.

AND

C. The property required by date is at least six months before their future availability date at the duty station where they qualify for SFA.

2.2.1 Cohabitation

Cohabitation is defined as a Service person (SP) living with a partner who is not their legal spouse or civil partner and with whom they are in an established long-term relationship (LTR(E)) which is recognised by Defence and recorded appropriately on JPA.

SP in a recorded LTR(E) and in PStat Cat 3, 4 or 5 are eligible to apply for surplus SFA.

SP in PStat Cat 2 will retain their entitlement to SFA or its substitute variant and may cohabit within it when they are in a recorded LTR(E).

SP who are PStat Cat 2 have the right to waive their entitlement to SFA and request an above entitlement surplus SFA under the cohabitation policy on an eligible basis.

2.2.1.1 Definition of an established long-term relationship

The definition of an LTR(E) for cohabitation in SFA and the method of registration is set out in the Recognition of an Established Long-Term Relationship (LTR(E)) DIN and applies to all SP wishing to cohabit.

2.2.2 Extended Operational Tours

Where the Service person has been assigned to an extended Operational Tour of 9 months or more, they are entitled to request to occupy SFA from up to 6 months prior to their date of deployment through to 3 months after their deployment to settle their families at either:

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

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

These moves are counted as being for Service reasons.

2.3 Recognised children

Children meeting the criteria below count towards a Service person's entitlement. Service personnel are responsible for providing evidence to demonstrate this.

The child must be:

A. The natural or the adopted child of the Service person or his/her spouse/civil partner/other partner in respect of whom a Service declaration has been made.

OR

B. A child of the family of either the Service person or partner.

OR

C. A fostered child of the Service person or the partner.

AND

At the property required by date, the child must be:

A. Below the age of 18 years.

OR

B. Below the age of 25 years, unmarried or not in a civil partnership, and be in full-time education at a school, college, or university (studying for a first degree only)

or be out of full-time education for up to one year between secondary education and further education.

OR

C. 18 years and over if normally resident with the Service person and certified by a medical authority to be suffering from a medical condition requiring long term or permanent care.

AND

The child must be ordinarily resident with the Service person.

2.4 Dual serving Service personnel

When both spouse/civil partners are serving members of the Armed Forces at the same or different duty stations, one spouse/civil partner is designated as PStat Cat 1s and the other spouse/civil partner is designated as PStat Cat 5s, as defined in JSP 752.

The spouse/civil partner designated as PStat Cat 1s has the entitlement to SFA which they may exercise at their duty station.

The spouse/civil partner designated as PStat Cat 5s has no entitlement to SFA but is entitled to SLA if they declare their intention to serve unaccompanied at a different duty station.

When partners are co-located but the SP designated as PStat Cat 1s, the licensee, is assigned away from the duty location before their partner, the PStat Cat can be amended in order to retain an entitlement at that duty location. In these circumstances, with the exception of tied and ex-officio accommodation, there is no expectation that a family must move on the assignment of the licensee due to a difference in the rank entitlement of a service couple.

2.4.1 Notification of change in circumstances

Service couples who seek continued occupation of SFA by amending their PStat Cat must notify the Industry Partner Help Desk so that the licence can be updated. Personnel occupying SSFA must also notify Mears. The new licensee will be liable for all accommodation charges and should expect to pay for the occupied grade and band for charge of the allocated SFA/SSFA.

2.4.2 Tied and ex-officio accommodation

Where the partner designated as PStat Cat 1s has been occupying Tied SFA due to their appointment, it is not usually permissible for their partner to take over the licence on their assignment as tied SFA should be available for the next incumbent.

2.4.3 SFA midway between duty stations

Where a Service couple have duty stations within 100 miles travelling distance of each other. The licensee may apply as entitled for SFA at the midway point between the duty station of the couple when the following criteria are met:

A. SFA is available at a location midway between the two duty stations.

B. The location of any SFA at the midway complies with RWA policy in JSP 752.

C. Where the location of SFA at the licensee's duty station precludes the SP designated PStat Cat 5s from commuting to their place of duty.

The following restrictions apply to SFA at the midway:

A. There will be no entitlement to SLA in this circumstance.

- Permission to occupy SLA can be granted by either SP's Local Service Commander where the SP is required to work beyond their normal working day or undertake a task that would make a daily commute to the RWA unreasonable.

- Under no circumstances should both dual serving SP be allowed to occupy SLA at their respective duty station in addition to SFA at the midway point.

B. Dual serving SP applying for SFA at the midway location must have at least 6 months to serve at their respective units.

2.5 Unaccompanied Service personnel

Unaccompanied personnel occupying SFA or SSFA and in receipt of unaccompanied allowances, may have spouse/civil partner and/or family visits for no more than 28-days, aggregated or continuous, in any 61-day period.

Personnel who permit spouse/civil partner and/or family visits for more than 28-days in any 61-day period may, at the discretion of the Local Service Commander, be classified as serving accompanied and their unaccompanied status may cease. They may also be liable to SFA charges.

2.6 Pregnant single Service personnel

Pregnant single Service personnel (PSS) are entitled to SFA from week 28 of pregnancy. From week 28, their PStat Cat will change from PStat Cat 5 to PStat Cat 2, providing they meet the PStat Cat 2 criteria in JSP 752.

PSS will pay SFA charges and CILOCT, abated for single occupancy, at the appropriate rate for the property occupied from the date of occupation. PSS will be responsible for all utilities, less water and sewerage, for the accommodation.

3 Service Family Accommodation (SFA)

3.1 Location and types of SFA

3.1.1 United Kingdom

Service Family Accommodation (SFA) is to be provided as close as possible to the Service person's duty station with the Industry Partner Help Desk (IPHD) always attempting in the first instance to offer SFA within a 10-mile radius of the duty station. This radius is 20 miles in Northern Ireland to accommodate existing estates.

SFA can be allocated within a 20-mile radius of the duty station with the agreement of the Local Service Commander (LSC), or else DIO Accommodation will issue a Non-Availability Certificate (NAC). If agreement cannot be reached between the LSC and DIO the case is to be referred to the appropriate single Service Accommodation Colonel.

Should local circumstances require the exceptional allocation of SFA in excess of the 20mile discretionary limit, LSCs should seek authority from their respective single Service policy staffs.

3.1.2 Personnel assigned to London

SFA allocation for Service personnel assigned to units within the M25 are set out below.

3.1.2.1 Non-formed units

Entitled personnel are to be provided with SFA within 90-minutes travel by public transport of their place of duty unless performing duties on the VCDS 45-minute list.

3.1.2.2 Formed Units in London

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

3.1.3 Types of SFA

SFA is classified by Type in accordance with the space standards and specification in JSP 850, Scales 21 and 22. The Scales are indicative and some variation between properties which are similarly Typed is to be expected. Deficiencies are reflected in the SFA charge through the application of the Combined Accommodation Assessment System (CAAS) covered in Vol 3.

Types of SFA are as follows:

A.	Officers	Type I - V
B.	Other Ranks	Type D - B

A summary of SFA entitlements by Officers and Other Ranks Type is in JSP 464 Vol. 2.

3.2 Application for SFA

3.2.1 Application points

Service personnel must submit an application for SFA at the following points:

A. **On receipt of an Assignment Order** either at the same or to a new duty station. The application is required to either:

- Apply for SFA at new duty station

or

- Validate entitlement to remain in current SFA on re-assignment to the same duty station

- Request to retain SFA at current duty station if meeting the retention criteria – see 3.6 Moving out of SFA and 3.8.2 Entitlement to Retain. Applications for retention of SFA must be accompanied by completion of this retention form

- Request to remain in SFA on a surplus licence as eligible – see 3.6 Moving out of SFA and 3.10 Occupation of Temporarily Surplus SFA

B. **On becoming entitled**. Whilst there is no entitlement to SFA prior to the date of marriage/civil partnership the IPHD may make SFA available up to 2 weeks prior to the date of marriage/civil partnership to assist in moving furniture and possessions. Pregnant Single Service Personnel (PSSP). Occupation of SFA is permitted from 28 weeks of pregnancy. Applications must be submitted in accordance with the minimum application notice of 2 months, prior to required occupation date. See Para 3.2.3.

C. **Early Mover Status**. Early Mover Status (EMS) allows Units to plan a staggered relocation of families by up to 12 months before or after the expected date of a Unit move.

D. **Changes of circumstance**. When requiring reallocation of SFA following a recognised change in circumstance as detailed in Changes of circumstance.

3.2.2 Submission of the SFA application

Personnel requiring SFA are to apply electronically using the e1132 available via the Defence Intranet at https://e1132.domis-r.r.mil.uk. Where the Defence Intranet is unavailable for Service reasons they are to submit the application form available in JSP 464 Vol. 2.

The accommodation required date is to be requested on the e1132. This may be specified at any time up to 4 weeks before, and 4 weeks after, the date of assignment. This 8-week window does not apply to those assigned extended Operational Tours.

3.2.3 Minimum application date

Personnel are encouraged to submit an e1132 Application for SFA at the earliest opportunity and at least 2 months before the accommodation required date to provide sufficient time for the administration of the application.

When an e1132 is submitted with less than 2 months' notice every effort will be made to allocate suitable SFA/SSFA, but it cannot be guaranteed this will meet the required date.

In the event that accommodation cannot be arranged to meet the required date due to insufficient notice by the individual, MOD will not be responsible for funding temporary SFA and SP may be expected to reside unaccompanied in temporary SLA at their own expense.

3.2.4 Personnel unable to meet the minimum application date

Where the Service person is unable to submit an e1132 with the required 2 months' notice due to a short notice Assignment Order, being at sea, or being deployed on operations, the e1132 must be submitted as soon as possible citing the reason.

3.3 Allocation of SFA

SFA applications received by the IPHD within 4 months of the required date will be administered within 15 working days, at which point the IPHD will provide an offer of address or NAC. Applications received more than 4 months before the required date, may be administered early but the IPHD is not obligated to do so until the 4-month point.

3.3.1 Making the offer

The IPHD will make one offer in writing taking into account the applicant's entitlement, the required date, and the Service person's preferences.

Should the IPHD be unable to allocate SFA at the applicant's entitlement, alternative accommodation above or below the entitlement will, if available, be offered.

If appropriate SFA is not available, the IPHD is to give the applicant 2 choices:

A. **Request allocation of Substitute Service Families Accommodation (SSFA)**. If the applicant requests SSFA, the IPHD will issue a Non-Availability Certificate (NAC). Where precedent suggests that SFA may become available, if the applicant agrees, the IPHD may issue a holding reply rather than a NAC.

In all circumstances a NAC must be issued no later than 51-days before the required date for moves in the UK. A NAC must be issued no later than 65-days before the required date for moves into the UK from overseas.

B. **Decline SSFA**. If the applicant declines SSFA, they will have to wait for an unlimited period for SFA to become available.

3.3.2 Accepting the offer

Applicants must accept or decline the offer in writing within 14 days of its receipt.

3.3.3 Declining the offer

Refusal must be within 14 days through the e-1132. Service personnel can only refuse in the following circumstances:

A. If the offer is not at the Service person's entitlement another offer will be made in the original 15 working day period or at the earliest opportunity after. Service personnel are entitled to retain their SFA at the existing duty station until an offer to entitlement is made.

B. Service personnel refusing an offer for personal reasons will receive another offer. This is usually a different property, but if that is not possible, the first property could be offered again.

3.3.3.1 Second Offer Reviews

Service personnel are encouraged to accept the second offer. Where there are exceptional personal reasons for turning down a second offer, SP must complete the Second Offer Review form which accompanies all second offers made. On notification that the SP is submitting a review, the IPHD will hold the 2nd offer property until its conclusion.

SP have 4 working days to make an application for a review with all supporting documentation. The Initial Reviewing Officer has 3 working days to make an initial review of the application and determine whether it should be supported or rejected.

If the Initial Reviewing Officer rejects the application the SP has 7 working days to notify the IPHD of their intentions. If the SP fails to accept the second offer, the SP is considered to be turning down their entitlement to SFA.

If the Initial Reviewing Officer supports the application, the single Service Accommodation Colonel has 5 working days to review the application to determine if they agree with the initial review assessment, and to make a final decision.

If the application is supported by the single Service Accommodation Colonel, a new offer should be made by the IPHD within 15 working days of the decision, including issuing a NAC where SFA at entitlement is not available.

Where the single Service Accommodation Colonel rejects the application, the SP has 2 working days from the decision date to notify the IPHD of their intention. If the SP fails to accept the second offer, the SP is considered to be turning down their entitlement to SFA.

3.3.4 Changes in the offer

In the event that it becomes necessary for the IPHD to change the offer after it has been accepted, the IPHD is to make a further offer or issue a NAC for SSFA.

In the case of applicants with school age children for whom arrangements have already been made to attend local schools, the alternative offer is to be in the same school catchment area, unless otherwise requested by the applicant. If appropriate SFA is not available within the same school catchment area, a NAC for SSFA is to be issued.

3.3.5 Confirmation of address

The IPHD is to confirm the address of the offered and accepted SFA at the new duty station 28 days prior to the applicant's required date. Exceptionally, if the SFA requires extensive works to meet a family's complex medical needs, this confirmation may fall outside the 28days.

3.3.6 SFA allocation for families with three children all aged 10 years and over

Where there is an entitlement to Type C or Type V SFA, a family with 3 children who are all aged 10 and over, will be entitled to elect to occupy a Type D or IV SFA but must pay the Type D or IV charges. Families with three children under ten may apply to occupy a four-bedroom SFA on an eligible basis. All families with four children are entitled to Type D or Type IV SFA.

3.3.7 Entitlements in designated high-cost areas

A high-cost area is one where the cost of a comparable house to the appropriate officer SFA is a factor of 1.5 higher than the nation-wide average.

In high-cost areas officers are entitled to 20% reduced scale SFA in accordance with the indicative reduced space standards in JSP 850, Scale 21. Reductions in house size are reflected in the SFA charge.

Other ranks are entitled to full sized SFA in accordance with JSP 850, BPS 1.2.

3.3.8 Allocation of SFA above entitlement for Service reasons

The IPHD housing staff may offer SFA above entitlement when SFA of the entitled Type is not available. Where Other Ranks SFA, to type is unavailable, appropriate accommodation to type/size should be considered and allocated in the Officers SFA on a case-by-case basis and in consultation with the LSC. The LSC may in exceptional circumstances determine that there are operational or business reasons that makes such an allocation unsuitable. Occupants of SFA above entitlement will not normally be required to vacate during their assignment. Accommodation will be charged at the lower of:

A. Entitled SFA Band for Charge - CAAS Band A/B/C (using the location factor of the occupied SFA).

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

Where the Fuel Subsidy Scheme (FSS) is applicable, the FSS rate applied is to be based on the type of SFA occupied.

3.3.9 Request to occupy SFA above entitlement

Service personnel (SP) may request as a matter of personal choice to occupy SFA above their entitlement on the basis that they will pay the accommodation charge for the Type and Band of SFA which they occupy. There is no guarantee these requests can be met.

Occupants of SFA above entitlement will not normally be required to vacate during the course of their assignment.

When receiving a new Assignment Order SP must notify the IPHD if they want to remain in the same property.

3.3.10 Allocation of SFA below entitlement for RN and Army personnel

The IPHD may only offer SFA one Type below entitlement when there is no available SFA of the entitled Type, and where the size of the Service person's family allows them to be accommodated in SFA one Type below. When offered SFA below entitlement the applicant has 2 choices:

A. The applicant accepts the one down SFA and the SFA charge for the Type and Band of SFA allocated will be levied.

B. The applicant declines the one down SFA and the IPHD will make a second offer within 15 working days. Where it is not possible to make a second offer

because there are no properties available at entitlement, a NAC will not be issued, and the SP will have to wait for an unlimited period for SFA to become available.

3.3.11 RAF Opt-out of One Down policy

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

3.3.12 Occupation of SFA Below entitlement by choice

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

3.4 Moving into SFA

3.4.1 Notice of move in

Service personnel can state an SFA required date up to 28 days prior to, or after, their assignment date. Personnel are to take over and move into the accepted SFA within 14 days of their SFA required date.

In all scenarios the IPHD is not mandated to provide access to SFA in advance of the assignment order date.

Occupants of SFA are to give the IPHD 21-days' notice wherever possible of their proposed move in date.

3.4.2 SFA Move In

There are 3 categories of individual who may attend a move in appointment to an accepted SFA and are as follows:

A. The entitled person to whom the SFA is allocated.

B. A Service proxy appointed by the Service person.

C. The Service person's spouse/civil partner.

In cases where the Service person cannot attend the move in appointment for Service reasons and has nominated a proxy, a Proxy Certificate must be completed and returned

via the e1132 application or given to the nominee. Decisions taken by the proxy are final and the applicant will have no subsequent redress.

3.4.3 Post Move In Advisory Visit

It is a mandatory requirement that a post move in advisory visit takes place. Service Licensees are to arrange this no earlier than 10 days, and up to 20 days, after the occupation date of SFA. This is in order to provide families the opportunity to identify any issues and schedule any works that may be required. It is the Service Licensee's responsibility to arrange the date of the visit with the IPHD. The IPHD is to seek assistance from the Local Service Commander in cases where it proves difficult for Service reasons to arrange a visit.

3.5 Rules of occupation

3.5.1 Issue of Service License of SFA

The Industry Partner Help Desk (IPHD) is responsible for issuing each Service occupant or eligible civilian occupant of SFA with a Service Licence to Occupy SFA. The licence is electronically signed via the e-1132 system.

If Service personnel are unable for Service reasons to attend the move in, the signed Licence will be handed to the Service proxy or spouse/civil partner and will be valid from the date of move in. Service personnel, their proxy or spouse/civil partner have 14 days after moving in to notify the IPHD of any defects or deficiencies. The IPHD will monitor compliance with the conditions of the Licence. They will also initiate any action required to remedy any breach of the Licence conditions. This may result in withdrawal of the Licence.

3.5.2 Payment for Damage

Recognising SFA is the Service person's home, they will not be held liable for deterioration arising from fair wear and tear or damage resulting from circumstances beyond their control, such as Acts of God. However, the Service Licensee must either rectify, at their own expense, any damage to the property or its fixtures and fittings arising from negligence, accidental damage, or wilful damage caused by the Licensee, members of their household, family pets, visitors, or visitors' pets, ensuring that any remedial work is appropriately certified where required, or pay the charges levied by DIO Accommodation.

The Service Licensee must ensure that the property meets the prevailing Move-Out (MO) standard at the time of the MO appointment. Where a property does not meet the required MO standard, charges may be raised. If the occupant disagrees with any charges applied, they are to follow the established dispute process. Details of damage charges, the dispute process, and associated timescales are contained within the DIN,(2026DIN01-053)

Charges for Damage and Deficiencies for Service Family Accommodation (SFA) and Substitute Service Family Accommodation (SSFA).

3.5.3 Insurance

By signing the Licence to Occupy, occupants accept their liability to DIO Accommodation for damages to the property (see para 3.5.2). Personnel who occupy Service Family Accommodation & Substitute Service Family Accommodation do so under a Service Licence to Occupy agreement rather than a rental agreement, and as a result, standard home insurance policies may not routinely cover this potential liability. Occupants are therefore strongly advised to ensure that their home insurance policy explicitly includes coverage for the following:

- Potential damages liability that may be levied by DIO.
- Household Contents Insurance to cover personal household contents
- Public Liability Insurance to cover their legal liability to third parties.

Occupants who operate a Business from Home within SFA must inform their insurance provider and should consider obtaining additional insurance that specifically covers the nature of their business activities.

The Services Insurance & Investment Advisory Panel (SIIAP) has provided a web page detailing insurance provider who can organise policies designed specifically for SFA occupants. The web page can be found at the SIIAP home page www.siiap.org/home.

3.5.4 Parking and Garages

Communal parking bays on SFA estates are not necessarily allocated to specific properties or occupants, although exceptions to this rule may be made if Service personnel or a family members have disabilities. All occupants allocated a garage will be required to sign a garage licence. Where SFA is allocated in urban areas with no access to communal parking bays and occupants are required to incur cost for parking permits, such cost can be reclaimed by emailing the details to the DIO Housing Delivery Team (diordaccn-sfa-slapolicy@mod.gov.uk).

Service personnel wishing to park a caravan, campervan, motorhome, boat, or trailer may be able to on the assigned unit and should follow site-specific guidance. Parking such articles on DIO Accommodation estates is not permitted, Service personnel wishing to do so must obtain prior permission from the IPHD and this may be granted in exceptional circumstances where suitable spaces are available.

3.5.5 Provision of Furniture and Furnishings

3.5.5.1 Applying for furniture

DIO or the contractor will provide floor coverings, curtains, and cookers for SFA under their control as standard. SFA may be occupied in furnished, part furnished, or unfurnished states and the SFA furniture charge is adjusted accordingly. Service personnel should state their requirement on the e1132 form. The IPHD will then arrange furniture in accordance with the applicant's requirements where possible.

Requested furniture will be provided based on the scaling in JSP 464 Vol. 2. When requesting furniture, care should be taken that items are likely to fit into the SFA type alongside already owned furniture. While in occupancy, requests for additional items or for removal of items (wharfing) should only be made when circumstances change and not to meet temporary requirements. Requests for additional items will increase the furniture rental charge if the total score exceeds thresholds. Removal of items will decrease the furniture rental charge if the total score reduces below thresholds. Normally, wharfing is only carried out once during a standard occupancy.

3.5.5.2 Unfurnished and part furnished Rental Charges

Application of the SFA Furnished rental charge is to be calculated against the relevant table in JSP 464 Vol. 2. This provides the score thresholds of furniture in each SFA Type. Where the furniture in SFA is calculated to be equal to or within these threshold range, an Unfurnished, Part Furnished or Fully Furnished charge will apply. The unfurnished SFA charge is only applicable to SFA equipped with carpets, curtains, and a cooker, but none of the items at JSP 464 Vol. 2 (unless fitted, for example built in wardrobes) and any exemptions listed.

3.5.5.3 Supply of Get you in Packs (GYIP)

GYIP can be requested for a temporary period of 6 weeks for families moving into their first UK SFA, UK to overseas moves (6 weeks ahead of the move), or overseas to UK moves. This is to allow for the period where personal effects are not available. These packs will contain bedding, crockery, and food preparation items. GYIP are not for UK to UK moves or to be retained once received, industry partners will arrange collection of GYIP 6 weeks after move-in or on move-out if requested ahead of a move overseas.

3.5.5.4 Furniture charges for enhanced scaling for official hospitality

Where occupants are required to undertake official hospitality or representational hosting and an enhanced furniture scale has been agreed, it is considered reasonable that the cost of this enhancement should be entirely at the Department's expense. Therefore, enhanced furniture scaling supplied to meet official entertainment or representational hosting requirements is not to be counted when assessing furniture status.

3.5.5.5 Replacement and cleaning at public expense

The DIO maintenance provider will ensure carpets and curtains meet the contracted cleanliness standard at move in. If they become unserviceable, either during occupancy or at move out, the IP will continue to replace or repair. The license holder will only be responsible for costs which are not associated with fair wear and tear. No charges will be raised for carpets over 10 years old, or for curtains over eight years old.

3.5.5.6 Entitlement and provision of White Goods at Public Expense

White goods are provided at public expense for Service personnel occupying SFA on an unaccompanied/single basis by Virtue of Appointment.

3.5.6 Decoration of SFA

The DIO maintenance provider is responsible for interior and exterior decoration of SFA. Occupants who have resided in ~~a~~an SFA for more than four years may request redecoration during occupancy through the Industry Partner. Requests will be assessed on a case-by-case basis, taking account of the condition of the property and fair wear and tear. Redecoration will not normally be undertaken where the condition results from damage caused by the occupant.

Self-help internal decoration is permitted; however, Service personnel must consult their local IPHD representative before undertaking any work. Where wallpaper or non-standard paint colours are used, the Service person may be liable for the cost of labour and materials required to return the SFA to the required standard at MO.

3.5.7 Enhancements

Enhancements are amendments to, or objects that are added internally or externally to the property to allow a family to improve the liveability of their home. Significant structural changes to the fabric of the property can only be made by the DIO and its IP. However minor unfunded enhancements to a property or garden to improve the lived experience are permissible.

In the first instance families should engage with their Industry Partner Helpdesk (IPHD) for direction prior to making any changes. Further detail can be found in the Licence to Occupy.

3.5.8 Utility Provision for SFA

As an occupant of SFA the Service person can choose to remain with DIO Accommodation's suppliers of energy or to select their own utility provider for gas and electricity. If they make their own agreements with a utility provider, they must ensure that the contract includes a caveat enabling them to terminate the agreement by giving 28 days' notice of ending the agreement and 48 hours' notice of termination. The Service person must notify their supplier, and the IPHD, in writing of the final meter reading and the date they vacated the property.

Pre-payment card or token utility meters, if installed by the chosen supplier, are to be replaced with a standard meter prior to move out.

3.5.9 Maintenance and repair of SFA

The DIO maintenance provider is responsible for repairs to SFA and employs contractors to conduct the work on their behalf in the UK.

The IPHD will categorise each repair based on urgency, as follows:

A. **Emergency calls** should be responded to, and the issue made safe, within two hours. An emergency is an incident occurring on the affected property which threatens imminent risk of injury to persons or presents high risk of extensive damage to property or the environment.

B. **Urgent Calls** should be responded to as soon as possible and within 48 hours. Urgent issues include anything that places a family at risk of harm or will cause severe hardship or inconvenience if not fixed quickly. Examples include, but are not limited to:

- Loss of heating. If heating failure cannot be resolved immediately heaters should be provided. If heating and hot water are both lost alternative accommodation should be provided.
- A blocked main drain.
- An unusable toilet if it is the only one available in the home.
- Total loss of, or a major fault with, the electrical supply within the home.

C. **Routine calls** to be responded to within 12 working days.

3.5.10 Grounds Maintenance

DIO Accommodation will maintain the gardens of all void SFA and administer and conduct all major maintenance work associated with trees (SFA occupants are not responsible for the maintenance of trees in enclosed gardens). The responsibility for conducting and paying for all other grounds maintenance work within SFA enclosed gardens is set out below. TLBs are responsible for funding and contracting Gardening Support which exceeds the paras below and/or the Service Delivery Agreement Specification.

3.5.10.1 Enclosed Gardens in Occupied SFA

As the occupant, the Service person is responsible for maintaining the garden in a tidy condition. This includes cutting the grass; maintaining the hedges (within local By-Law heights in UK), flowerbeds and existing shrubs; collection of leaves and fallen fruit, and the disposal of garden refuse during the period they occupy the SFA. The Service person is not responsible for the maintenance of trees within the confines of the property (see below).

3.5.10.2 Gardening Support for Properties by Virtue of Appointment

On a case-by-case basis, DIO Accommodation will provide Gardening Support for unaccompanied Service personnel occupying SFA in lieu of SLA by Virtue of Appointment. This support will usually be limited to grass cutting and hedge trimming where the occupant is single or unaccompanied. The LSC must notify DIO Accommodation (RD Regional Manager) of any requirements or changes under this provision.

3.5.10.3 Gardening Support for those Service personnel in SFA with an Official Hospitality Function

Some appointments are required to provide a level of representational hospitality that attracts gardening support. TLBs will determine eligibility and agree the level of gardening support that DIO RD accommodation will provide.

3.5.10.4 Gardening Support for Oversized Gardens

DIO Accommodation will provide Gardening Support for SFA with enclosed gardens over 0.2Ha/0.5 Acre. This will usually be limited to grass cutting, hedge trimming, and collection of leaves and fallen fruit unless the garden is used for official hospitality, or the property is listed, in which cases an enhanced level of support will be received. Occupants of surplus

SFA with oversized gardens and/or occupants of SFA above entitlement through personal choice with oversized gardens are not entitled to Gardening Support.

3.5.10.5 Gardening Support for welfare/Families of deployed and detached personnel

DIO Accommodation will consider requests to provide Gardening Support on a case-by case basis. This will usually be limited to grass cutting, hedge trimming, and collection of leaves and fallen fruit. Families can request this support through Unit Welfare Officers (UWO). The LSC must notify DIO Accommodation (RD Regional Manager) of any requirements or changes under this provision.

3.5.10.6 Maintenance of Front Garden – New Build/Capital Purchase Properties

Maintenance of unenclosed front garden areas associated with new build or capital purchase properties be the responsibility of the occupying tenant(s). This includes, but is not limited to, the regular upkeep of grassed areas, ensuring that the space is kept tidy, safe, and in a condition that does not detract from the amenity or appearance of the neighbourhood. Failure to maintain such areas to an acceptable standard may be addressed in accordance with the Licence to Occupy and extant estate management policies. Maintenance of trees and shrubs remains a DHS liability and will be subject to periodic review by the FDIS contractors.

3.5.11 Temporary Absence from SFA

If the Service person and their family expect to be temporarily absent from home for more than three weeks, they are advised to inform the IPHD and the local Service or MOD police as appropriate.

3.5.12 Right of Entry into SFA

Representatives or agents of the Crown and their contractors have a right to enter SFA for legitimate reasons such as repair and renovation, public economy, or safety, or for any other legitimate purpose, at reasonable times on giving at least 48 hours advance notice, or immediately in the event of an emergency. The Crown, represented by the LSC or other proper authority, has a right of entry into SFA for the purpose of inspection or for any other legitimate purpose, having given reasonable notice.

3.5.13 Visitors

The Service person may have visitors in addition to the permitted occupants to stay at the property on a temporary basis only. These visits are to be no more than 28 days

(aggregated or continuous) in any 93-day period unless previously authorised by DIO Accommodation.

3.5.14 Business or Commercial activity

The use of SFA for a small business or commercial activity, may be permissible, and Service personnel wishing to do so, must notify their intentions in advance by applying to the IPHD through the application form on their website. The IPHD may consult with the Local Service Commander, particularly where there may be security access or wider community considerations, such as constant visits to the SFA by members of the public, or wider SFA patch management concerns such as noise or parking issues, with the DIO providing oversight and decision making, if contentious. Any business run from SFA must have minimal impact upon the local community and must comply with the UK Noise Act 1996 and uk.Gov guidance which treats 23:00 – 07:00 as night-time and unsociable hours. However, any business generating excessive noise regardless of time, will be considered a nuisance and may result in the permission to run a business being retrospectively rescinded. If the concern meets the threshold for Antisocial Behaviour, it will be addressed in accordance with the relevant policy and procedure.

In instances where the requested activity requires approvals or documentation that cannot be sought before allocation of SFA, the SP will have 28 days to provide copies of the correct completed documents to our IP either post move in or tentative approval if applied for whilst already in occupation of SFA. If further time is required, the SP is to provide a written request for an extension in advance of the previous 28-day window ceasing.

The business activities at the SFA must not be prejudicial to the good order of the SFA estate and the general interest of other occupants. It is the occupant's responsibility to ensure any business undertaking adheres to all national and local regulations and guidelines as well as all articles contained in the Licence to occupy. Failure to do so may result in the revoking of permission to run a business from home, or in extremis, the licence to occupy. Business or commercial undertakings requiring installation of industrial machinery; storage of heavy, large, toxic, or explosive materials, are not permitted in SFA and any internal or external changes required to SFA to facilitate the business must be included for consideration in the initial application. Where subsequent changes are identified after the business from home has been approved a further application will be required. The unauthorised changes to SFA or the use of SFA for such an activity could lead to compulsory eviction.

3.5.15 Storage of privately owned firearms in SFA

The full Firearms policy is at JSP 440. Ownership of privately owned firearms and ammunition is subject to UK firearms licencing laws, which require owners to have a valid

firearms/shotgun certificate issued by their local police firearms licencing department. It is recommended that firearms are stored in an approved Service armoury or licensed explosive storehouse. However, consideration can be made for owners to store their firearm(s) and ammunition in SFA noting that the safe storage of firearms and ammunition is part of the licencing process, including the approval/observation of secure containers by the local civilian police licencing unit.

If Service personnel want to store a firearm/shotgun in SFA they should note:

A. Where SFA is located within a military establishment, they require prior written consent from the Local Service Commander (LSC).

B. Where SFA is outside the security fence, they must inform the LSC but do not require their prior permission.

C. In all cases, Service personnel must inform the nearest Service Police Unit where firearms are permitted to be stored in SFA.

3.5.16 Pets in SFA

It is recognised that many families like to keep pets, and in most circumstances Service families will not need to seek permission to keep domestic pets, instead registering them through the e1132 process or online application form.

3.5.16.1 Keeping pets in SFA

The wishes of families to keep pets need to be balanced against the sensitivities of other residents living nearby, and the availability of suitable facilities within the SFA for the pet. Therefore, you do not need to seek permission to keep the following pets:

A. Up to 2 dogs.

B. Up to 2 cats.

C. A reasonable number of small mammals, cold water fish and/or caged birds.

D. Trained assistance/guide dogs.

You must however seek written permission from DIO, through our Industry partner, if you wish to keep any additional pets (numbers or type) above those permitted and must make yourselves aware and adhere to any additional legal liabilities associated with the animal and possible consequences of keeping a given animal type. As an example, all poultry kept

in SFA, must adhere strictly to legal requirements regarding national poultry registration and feeding; warm water aquariums generate high levels of humidity and can lead to damp damage issues with SFA. Once in possession of the details, we will consider the circumstances of the household and type of SFA before making an informed decision.

3.5.16.2 Animals specifically not permitted in SFA

A. Animals listed under the Dangerous Wild Animals Act 1976 (including large mammals, carnivores, larger or venomous reptiles, dangerous spiders, and scorpions).

B. Any endangered species.

C. Any hybrid between a domestic and a wild animal.

D. Apiaries (bee keeping).

E. Dogs listed under the Dangerous Dogs Act 1991 (i.e. XL Bully, Pit Bull Terrier, Japanese Tosa, Dogo Argentino, or Fila Brasiliero).

F. Guard dogs.

3.5.16.3 Control of pets

Service personnel are responsible for keeping pet(s) under control and not causing a nuisance or safety concerns to neighbours. Service personnel must:

A. Keep their garden clean and tidy, and free from animal mess.

B. That larger pets, such as dogs, do not damage the garden, gates, fences, or cause damage by excessive digging.

C. Clean up animal mess when taking dogs for a walk.

D. Keep noise and nuisance to a minimum, even if the pet is left on its own in the property during the day.

E. Make suitable arrangements to prevent pets escaping from the property and take immediate appropriate measures to locate and retrieve pets.

F. Keep pets safe and away from things like the cooker/hob, gas fire and candles/tea lights and ensure that pets are kept out of the way during

maintenance/repair work, or visits from DIO. Pets could not only injure themselves, but they could also place the family at risk by causing a fire or cause damage.

G. You must ensure you maintain the appropriate medical/health check regime for your pet.

3.5.16.4 Neighbourhood dispute about pets

If a Service person has a complaint about a neighbour's pet, they should engage with their neighbour directly to resolve it informally. They may wish to contact their Accommodation Officer who will log the incident or their welfare CoC who can offer support or mediation services. If informal action fails to resolve the complaint, they should contact the Local Authority's Environmental Health Department which deals with noise and nuisance issues including dangerous dogs, incessant barking, and persistent fouling outside houses or in the local community. The Environmental Health Department have legal powers to both investigate and enforce a resolution in neighbourhood disputes.

3.5.16.5 Cleaning of SFA on move out

If the Service person has lived with a pet(s) in SFA, they must leave the property at move out standard and, when the pet is a cat or dog, provide evidence that the floor coverings and/or soft furnishings have been professionally cleaned and that they have administered an appropriate pesticide and/or deodorising treatment prior to moving out.

3.6 Moving out of SFA

Service personnel will be required to vacate SFA, and the licence to occupy will be terminated, on assignment to another unit unless:

A. They have an entitlement to retain for a specified period after the date of assignment as approved by the IPHD.

B. They are permitted by the IPHD to occupy temporarily surplus SFA on an eligibility basis.

3.6.1 Process for leaving the current property

Service personnel must give the IPHD sufficient notice to leave Service Families Accommodation.

3.6.1.1 Pre-move out advisory visit

It is a mandatory requirement that a pre-move out advisory visit is conducted as soon as possible to allow for a minimum of 30 working days between the Pre Move Out and Move Out appointments in order to provide sufficient time for families to prepare for the Move Out appointment, and to allow the Industry Partner the opportunity to schedule works that may be required.
In cases where it proves difficult to arrange these visits such as a short notice assignment or moving to own private home, please seek assistance from IPHD.

3.6.1.2 Move out

There are three categories of individual who may attend a move out to hand back an SFA:

A. The License Holder to whom the SFA is allocated.

B. A Service proxy appointed by the Service person.

C. The Service person's spouse/civil partner.

In cases where the Service person cannot attend the move out appointment, the Service person must give a Proxy Certificate to the nominee to authorise them to hand back the property, and to sign on their behalf for any charges for damages and deficiencies.

The Service person or their proxy is deemed to have relinquished their responsibilities as defined by the Licence to Occupy only when they have handed all keys to the DIO Accommodation representative at the move out appointment.

3.6.1.3 Issue of Certificate

The DIO Loss of Entitlement Team is to issue the Certificate of Cessation of Entitlement to Occupy SFA to any family which requests it in order to support the family in seeking social housing on expiry of the notice to vacate their SFA.

3.7 Substitute Service Family Accommodation (SSFA)

SSFA will be found from the rental market by the MOD Accommodation Agency Contractor. The arrangements for the provision of SSFA are to equate, as far as is possible, to the equivalent SFA entitlement. SSFA will be no smaller than 10% below the indicative square meterage of the equivalent SFA as laid down in the relevant Building Performance Standards (BPS) scales in JSP 850, unless in a high-cost area as defined at 3.3.7.

3.7.1 Entitlement to SSFA

Personnel are only entitled to SSFA if they have received a Non-Availability Certificate (NAC) for SFA from the Industry Partner Help Desk (IPHD). Personnel can refuse the NAC should they wish to wait for allocation of SFA.

3.7.1.1 Outside of London

SSFA will be provided in a radius of up to 10 miles.

3.7.1.2 Inside of London

MOD personnel on the VCDS 45-minute list will be provided SSFA within 45 minutes by public transport. Non VCDS 45-minute personnel will receive SSFA up to 90 minutes travel time by public transport.

Formed units in London will be provided SSFA in a radius of up to 10 miles.

3.7.2 Non-entitlement to SSFA

Personnel appointed, drafted, or posted to a duty station for periods of less than 6 months are not entitled to SSFA.

Personnel are not entitled to SSFA if they own or part own a property inside the applicable SSFA radius, unless the applicant cannot occupy the property because:

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

B. The property is subject to an existing tenancy agreement and early termination would have financial penalties, and or while the tenant eviction process is underway in accordance with the provisions of the Renters Rights Act.

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

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

If the circumstances at A or B apply, personnel will be provided with SSFA for six months at which time the Non-Availability Certificate (NAC) will be reviewed. The privately-owned

property is to be occupied as soon as it becomes habitable/vacant thereafter and will be treated as a mid-tour move with regards to allowances.

3.7.3 Application process

Once notified the IPHD will issue the Service person with the SSFA Application Form 1132A which the Service person must return to the DIO substitute accommodation team at diordaccn-subaccn@mod.gov.uk.

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

A. The IPHD sends Application Form 1132A to the applicant – 3 days

B. Applicant completes the Form – 7 days

C. Applicant returns the Form to the SAT – 3 days

D. Processing by the SAT and forwarding to MOD Contractor – 5 days

E. Processing by MOD Contractor/forwarding to the MOD Contractor – 5 Days.

F. Administration by the contractor (identification and showing of properties) – 14 days.

G. Notice of address – whenever possible, 14 days (for moves within UK) and 28 days (for moves from overseas).

3.7.4 Cancelling the notification

The notification may be cancelled at any point up to the time the Service person is required to sign the Property Acceptance Certificate for a particular property without incurring costs. The notification may be cancelled in the following circumstances:

A. The Service person withdraws their application for SFA/SSFA.

B. The IPHD, having first declared SFA as unavailable, subsequently finds that suitable SFA becomes available:

- The IPHD may withdraw the notification and offer appropriate SFA at any time up to 51 days (for moves within UK) and 65 days (for moves to UK from overseas) before the accommodation required date (i.e., the latest time that the SSFA Application Form 1132A must be submitted to ensure its timely administration).

- Thereafter, the IPHD may only withdraw the notification if the Service person is prepared to forego SSFA and accept the offered SFA. Disputed cases should be referred to the TLB Accommodation Colonel for decision in consultation with Local Service Commanders.

3.7.5 Accommodation required date

The accommodation required date must be no more than 2-days before the Assignment Date, unless the Service person is vacating tied/ex officio SFA, or assigned to UK from overseas, in which case SSFA is to be provided to ensure continuity of housing provision.

3.7.6 Additional requirements

The Service person is to state the following additional requirements on the SSFA Application Form 1132A:

3.7.6.1 Disabilities/Additional Needs

If any member of the immediate family is disabled and/or has additional needs which will influence the specification of the SSFA. Please note DIO Accommodation are unable to provide adaptations to a SSFA property.

3.7.6.2 Pets

Letting Agents/Landlords may terminate the tenancy agreement if it is discovered that pets are being kept in the property without permission.

3.7.6.3 Smoking

Some Letting Agents/Landlords may specify that properties are non-smoking.

3.7.6.4 Action by the MOD Contractor

On receipt of the Form 1132A the MOD Contractor will establish contact with the Service person by telephone to:

A. Confirm the accommodation requirements including furnishing.

B. Confirm the required date and the Service person's availability to view properties.

C. Identify any personal preferences with respect to location within the radius or timescales criteria outlined at 3.7.1. The MOD Contractor will take into account the Service person's entitlement; however, they should note that stipulating a personal preference may restrict the MOD Contractor's ability to source the best-value properties; as a result, the Service person may be liable to be charged a personal contribution in addition to the SFA charge.

3.7.7 Duration of SSFA

3.7.7.1 Continuance of SSFA at End of Assignment

If Service personnel receive a new assignment within the same area at the end of their current assignment, continuance of SSFA is not automatic and SFA is to be reapplied for.

3.7.7.2 DIO Review of SSFA when SFA becomes available

If SFA becomes available part-way through the Service person's assignment, the following may apply:

A. **Move into SFA by Choice**. The IPHD may offer the Service person SFA to entitlement which has become available. The Service person may accept the offer to move mid-assignment into SFA at public expense.

B. **Enforced Move into SFA**. Whilst in SSFA, Service personnel may only be moved into SFA mid-assignment in exceptional cases following IPHD consultation with the Service person, their unit and, if necessary, the single Service chain of command. Such moves will be at public expense. Factors including the location of the SFA in relation to the SSFA, the impact on children's schooling, relevant welfare and medical considerations and remaining length of tour are to be considered before any decision to move the Service person and their family mid-assignment is taken. Should Service personnel nevertheless still not wish to move, IPHD is to consult with the Local Service Commander who will make the final decision. Should a move be agreed, IPHD will:

- Allocate SFA to entitlement (or one up/down if requested by the Service person).

- Avoid, wherever possible, moving the family while the Service person is deployed.

3.7.8 Property Allocation

3.7.8.1 Proximity of SSFA from place of duty

SSFA property will normally be provided in accordance with the SSFA radius or timescales specified at 3.7.1. Exceptions include:

A. **Officer applicants in high-cost rental areas**. The Service person may request the DIO substitute accommodation team to expand the radius of the search for a full-sized property to 50 miles or 90 minutes travel time.

B. **Non-availability of any Suitable Property**. In the exceptional circumstance that the MOD Contractor cannot identify any suitable property, the MOD Contractor may expand the radius of the search to 50 miles or 90 minutes travel time with agreement of the Local Service Commander. Any disputes are to be referred to the single Service Accommodation Colonels.

3.7.9 SSFA Charges

The DIO substitute accommodation team will instigate the start and stop of SFA charges and CILOCT. The Service person has no involvement in paying the rent which is paid to the Agent/Landlord by the MOD Contractor.

3.7.9.1 Regrading of SSFA

As SSFA is procured by a MOD Contractor on behalf of MOD under strict criteria that equate to the highest SFA standard for scale and condition, it will automatically be charged as CAAS Band A, B or C, based on the Urban, Intermediate or Remote location factors.

Where an occupant believes that the property occupied does not warrant the specified charge, an application to re-grade the property may be made to the DIO substitute accommodation team in accordance with CAAS challenges and appeal.

3.7.10 Sourcing SSFA

3.7.10.1 Choice of property

The MOD Contractor is required to provide the Service person with a choice of two properties in accordance with criteria governing size, specification, and distance from place of work.

The Service person may express a preference in respect to location and type of property but there is no guarantee that the contractor will be able to meet personal preferences. Where a preference results in additional costs, the Service person will be charged a personal contribution.

Properties will be verified by the DIO substitute accommodation team as meeting MOD's requirements before being shown to the Service person. The ability to show the Service person two properties at the same time may be constrained by availability in the local rental market.

3.7.10.2 Viewing and selection of property

The Service person or their proxy will be required to view properties found by the MOD Contractor at a mutually agreeable time, preferably within a 24-hour period, and to select a preferred property. Travel and subsistence is available to support the Service person to view the property, as set out in JSP 752.

3.7.10.3 Proxy

The Service person may nominate their spouse/civil partner or a Service proxy to view and select a property on their behalf using the proxy certificate provided by the MOD Contractor. Decisions taken by the proxy are final and the applicant will have no subsequent redress.

3.7.10.4 Personal interests in SSFA property

Service personnel cannot claim entitlement and accept, or occupy, an SSFA property which they/their spouse/civil partner currently or have previously owned, either solely or jointly. Personnel will be considered to have beneficial 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.

3.7.10.5 Non-selection of property

If the Service person or their proxy fails to accept one of the offered properties, or they delay making a decision at the time of the final viewing and consequently these properties are no longer available, they will be deemed to have put themselves outside the SSFA scheme and will be deemed to have waived their entitlement to publicly funded SFA/SSFA.

3.7.10.6 Notification of address

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

A. **Moving within UK**. Normally a minimum of 14 days prior to the required date as specified on the SSFA Application Form 1132A.

B. **Returning from overseas**. Normally a minimum of 28 days prior to the required date as specified on the Form 1132A.

3.7.11 Accepting the property and moving in

3.7.11.1 Property Acceptance Certificate

On selection of the preferred property, the Service person will be required to sign the Property Acceptance Certificate (PAC) which signifies agreement to the property. Deficiencies, damages, lack of cleanliness and any agreement that remedial work such as cleaning or redecoration, will be undertaken prior to occupation, are to be recorded on the PAC and certified and dated by the MOD Contractor, the DIO Accommodation representative if present, and the Service person. Failure to note discrepancies may negate later claims.

Any personal contribution the Service person makes towards accommodation charges to facilitate their preferences is to be recorded on the PAC.

3.7.11.2 Licence to occupy

Signing the Property Acceptance Certificate acknowledges the Service person's agreement to the Licence to Occupy the property, which lays down the terms and conditions of occupancy. A copy of the Licence will be provided to the Service person as the Licensee which they will also be required to sign.

The MOD Contractor is required to enter into a Lease Agreement with the Agent/Landlord of the property. Under the terms of the Lease Agreement the Service person has no security of tenure beyond the initial 6 months. The Licence to Occupy is between the Service person and the MOD Contractor.

As an occupant of SSFA, the Service person will not be allowed to vacate SSFA within 6 months of moving in, other than for Service reasons or in other exceptional circumstances agreed by the DIO Substitute Accommodation Manager following consultation with the

Local Service Commander. Thereafter, the Licence to Occupy may be terminated by the provider giving the Service person 40-days' notice.

3.7.11.3 Property move in

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

3.7.12 Rules of occupation

3.7.12.1 Unauthorised sharing

The Service person is to occupy the SSFA property and is prohibited from any unauthorised sharing of the property. The Service person must seek permission from the DIO substitute accommodation team for occupation by any non-dependent children, aged parents, or full-time nannies/au pairs.

3.7.12.2 Redecoration

The Service person is not permitted to alter the decoration of the interior or the exterior of the SSFA property without the written permission of either the MOD Contractor or the landlord.

3.7.12.3 Visitors

The Service person may have visitors in addition to the permitted occupants to stay at the property on a temporary basis only. These visits are to be no more than 28 days (aggregated or continuous) in any 93-day period unless previously authorised by DIO Accommodation.

3.7.12.4 Absences

Where the property is to be left vacant for periods in excess of 14 days for whatever reason (Service or non-Service) the Service person is to inform the MOD Contractor so that 'empty property checks' may be instigated to ensure the conditions of the Landlord's property insurance policy are not breached.

3.7.12.5 Firearms

The storage of Firearms and Ammunition will not be permitted. SSFA is provided from the Private Rental Market, and our tenancy agreements do not allow for the storage of materials that could be dangerous in any sourced SSFA or outbuilding.

3.7.13 Changes in Circumstances

Service personnel are to notify their Commanding Officer and the DIO substitute accommodation team immediately of any change in personal circumstances which renders invalid any statement made on the initial, or any subsequent, application for SSFA.
Personnel are advised that once the NAC is submitted, data submitted may be cross referenced with JPA records. Disciplinary action may be taken if the Service person knowingly submits incorrect/withholds information that affects entitlement to accommodation.

3.7.13.1 Failure to renew or early termination of the lease

In the event that the Agent/Landlord is unwilling to renew the lease at the MOD Contractor's annual renewal point or seeks vacant possession of the property the MOD Contractor will issue the occupant with 40 days' notice to vacate. The occupant will be required to move into SFA (if available at entitlement) at public expense. If there is no SFA available, the occupant will be required to move to a new SSFA. Factors including the location of the SFA in relation to the SSFA, the impact on children's schooling, relevant welfare and medical considerations and remaining length of tour are to be considered.

3.7.13.2 Health, safety, and security concerns

If SSFA becomes uninhabitable for health, safety, or security reasons the occupant is to notify the MOD Contractor in the first instance and then inform the DIO substitute accommodation team. The DIO substitute accommodation team will consult with the MOD Contractor (and may also consult with the Local Service Commander) to ascertain the extent of the problem and determine whether a temporary or permanent move is necessary.

3.7.13.3 Non-service reasons

Personnel wishing to vacate SSFA for non-Service reasons are to notify the DIO substitute accommodation team and provide 40 days' notice of their intention to vacate to the MOD Contractor. Personnel vacating SSFA for non-Service reasons may be required to continue to pay the SFA charge as if they were still occupying the property from the date they vacate the property until the initial 6 months of the lease has expired, and/or the 40-day notice

period has elapsed. A move to another SSFA for personal choice is not permitted for nonservice reasons.

3.7.14 SSFA Costs

3.7.14.1 Costs met by the MOD

The MOD, via its contractor, is responsible for meeting the costs of:

A. MOD Contractor's fees as stated in the MOD Contract for the provision of services.

B. Rent for the property.

C. Miscellaneous fees when it is in the interests of the MOD to do so.

D. Water/sewerage rates.

E. Council Tax.

F. Dilapidations identified at move out, the cost of which will be passed on to the occupant if caused through negligence.

G. Initial telephone connection costs if there is not a connection already in place at the property.

3.7.14.2 Costs falling to the Occupant

The occupant is responsible for meeting the costs of:

A. Any personal contribution to the rent.

B. Telephone re-connection costs if necessary and phone bills.

C. All utility bills except water/sewerage rates and Council Tax. Any bills received by occupants for water/sewerage rates and Council Tax should be forwarded immediately to MOD contractor at the following address:

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

D. Parking permit related costs if there are no property specific or communal parking bays. Such cost can be reclaimed and paid through JPA by contacting the DIO Housing Delivery team (diordaccn-sfa-slapolicy@mod.gov.uk) with the SP and cost details.

3.7.15 Allowances

Allowances such as Night Subsistence and Home to Duty Travel may be available in accordance with JSP 752.

3.7.16 Leaving SSFA

3.7.16.1 Cessation of entitlement

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

A. The date when the family vacates the residence, or it is shared or sublet.

B. The date when a family passage becomes available to enable the family to accompany or join the occupant on an overseas tour of duty.

C. The 28th day following the date the occupant joins a new permanent duty station unless there is an entitlement to retain the SSFA beyond that point.

D. The 93rd day following a change of the occupant's personal status category from PStat Cat 1, 1s/c or 2, provided the residence is necessarily retained during the 92day concessionary period. Guidelines for dealing with cases of estrangement in SSFA are set out below.

E. The day following the last day of terminal leave or last day of service.

F. If following NAC review suitable SFA is available.

G. The day after the SP’s own property becomes suitable to occupy in accordance with 3.7.1.

3.7.16.2 Notice to vacate

Personnel are to provide the MOD Contractor with a minimum of 40 days written notice of their intention to vacate SSFA in accordance with the Licence to Occupy unless extenuating circumstances justify an early move authorised by the DIO substitute accommodation team and the Local Service Commander.

During the initial 6 months of occupancy this period of notice is extended to preclude move out of the property before the 6-month licence break point. Occupants who fail to give 40-days, or up to the end of the initial 6 months, notice of vacation for non-Service reasons may be required to continue to pay the SFA charge as if they were still occupying the property from the date they move out of the property until the 40-day notice period has elapsed.

3.7.16.3 Preparation of SSFA for move out

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

3.7.16.4 Move out

Occupants or their proxy are to attend a move out which will be arranged by the MOD Contractor on a mutually agreeable date prior to expiry of the lease. The primary purpose of the move out is for the occupant to return the property to the MOD Contractor; however, the MOD Contractor may choose to conduct a concurrent hand back to the Letting Agent/Landlord if there is no successive Service occupant. A DIO Accommodation representative will be in attendance. A full inspection of the property will take place against the inventory / Schedule of Condition agreed at the time of move in. The Occupation End Certificate (OEC) is to be signed by the occupant and the MOD Contractor's staff.

3.7.16.5 Dilapidations

Dilapidations refer to 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.

Dilapidations 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.

The MOD Contractor will be responsible for costing dilapidations in accordance with MOD procedures and in consultation with the DIO substitute accommodation team and the MOD Project Manager before settling with the Agent/Landlord and seeking reimbursement from MOD. In this instance the liability for the dilapidations will be charged to DIO Accommodation.

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

3.7.16.6 Cessation of charges, allowances, and costs

Accommodation charges, personal contributions and allowances will cease with effect from the date of completion of the OEC and hand back of keys. With the exception of Service reasons which dictate an early move, where the occupant has not given the requisite notice to vacate, they may be liable for charges until the Licence ends.

Occupants are responsible for making arrangements to stop the utility services that they have set up.

3.7.16.7 Guidelines for dealing with cases of estrangement

Occupants of SSFA are entitled to an initial reconciliation period of up to a maximum of 93days or other specified timeline suitable for the circumstances. During this period, DIO Accommodation will continue to pay rent on the SSFA, and the Service person (who will in most incidences have moved into single living accommodation) will continue to pay SFA charges and SLA/food charges. The MOD Contractor should be advised of the situation at the earliest opportunity.

If there is no reconciliation either during, or at the end of the agreed reconciliation period, the Local Service Commander is to explain the regulatory changes associated with estrangement outlined in JSP 754 with the Service Personnel and estranged spouse and formally notify the DIO substitute accommodation team of the change in personal status category by the fastest available means.

Concurrently, it is also the responsibility of the Licence Holder to notify the DIO substitute accommodation team of their change in circumstances. The Service person continues to pay the entitled SSFA charge for a further 93 days (effective from the date that the DIO substitute accommodation team is informed of the change of PStat Cat. On receipt, the DIO substitute accommodation team (in conjunction with the MOD Contractor) should issue the 93 days' notice to vacate to the estranged spouse/civil partner and inform that occupancy of the SSFA will be permitted to equate to the 93 days' notice to vacate for SFA. At the same time, it is appropriate for the Housing Provider (in conjunction with the MOD Contractor) to conduct a move out inspection of the SSFA to cease Service person liability for the property and make record of any utility readings. DIO Accommodation will continue to pay rent for the SSFA until the end of any revised notice to vacate date.

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

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

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

3.7.17 Further advice

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

A. The DIO substitute accommodation team: DIORDAccn-SubAccn@mod.gov.uk

B. The MOD Contractor: 0800 032 4547

3.7.18 SSFA Appeal Procedure

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

The MOD Contractor will attempt to remedy any problem within their power but, where this is not possible, the MOD Contractor may escalate to the DIO substitute accommodation team. Note: an applicant's personal preferences cannot override their basic entitlement.

In accordance with policy, the DIO substitute accommodation team will have stipulated the requirement for accommodation on the SSFA Application Form 1132A and will have

approved properties prior to these being shown to the applicant by the Contractor. As such, appeals concerning entitlement (as in size, specification, and location of property) are to be initially referred to the MOD Contractor who may escalate to the DIO substitute accommodation team if required.

The DIO substitute accommodation team or MOD Project Manager will consult with the MOD Contractor to decide whether a further search for properties is justified.

If the DIO substitute accommodation team and the MOD Project Manager deem that all of the properties shown meet the entitlement, the applicant will be required to choose a property. Failure to choose a property will be treated exactly as if the Service person had rejected the IPHD's offer of SFA (i.e. they will be deemed to have waived their entitlement to publicly funded SFA/SSFA and will be required to make private arrangements at their own expense).

Personnel retain their right of complaint through normal Service channels and DIO Accommodation complaints process.

If the appeal/complaint does not relate to property selection, consult the standard SFA complaints process.

3.8 Retention of SFA/SSFA

Personnel may apply to retain their SFA to extend their entitlement at their current location for the reasons listed below. If not stated specifically for each of the circumstances below, personnel may apply to retain for up to 12 months. Personnel are able to apply for a further period of retention at that point.

Service personnel that do not meet conditions for retention can still apply to remain at their current unit for SFA outside of their entitlement on a surplus eligibility basis.

Personnel cohabiting in surplus SFA on an eligible basis under the policy set out in JSP 464 Vol 1, Section 2.2.1 may apply to retain SFA if meeting the criteria set out in 3.8.1 and 3.8.2. Where there are references to 'spouse/civil partner' in the list of reasons for retention, this should also be taken to include 'LTR(E) partner'.

SP retaining SFA in accordance with JSP 464 Vol 1, 3.8.2 and holding a valid approval certificate may be able to access the Dual Accommodation Waiver subject to meeting that policy criteria in JSP 464 Vol 3, Part 2.

3.8.1 Conditions for retention

Service personnel may apply to the IPHD to retain their SFA/SSFA at their previous duty station beyond the date of assignment as an extension of their entitlement to SFA/SSFA.

The duration of the retention should in all cases be specified, restricted to the minimum period necessary, and not exceed 12 months, except VCDS 45 Minute List personnel and for Naval Port Areas. Service personnel may reapply to the Industry Partner Help Desk to retain their property for a further specified period not exceeding 12 months if their circumstances persist.

Service personnel applying for retention, should check with their unit HR staff on how it could affect their continued entitlement to allowances such as Continuity of Education Allowance.

3.8.1.1 Tied/By virtue of appointment of SFA

Service personnel occupying a tied or by Virtue of Appointment property, will normally be required to move out to release it for the incoming occupant. Service personnel will be offered a move at public expense to other SFA/SSFA at their entitlement at their location for the period of retention. Service personnel may request to retain the property if supported by the Local Service Commander.

3.8.2 Entitlement to retain

3.8.2.1 Naval Port Areas

The following applies to SFA located within 10 miles radius of HMNB Portsmouth (including SFA at Petersfield by exception), HMNB Devonport and HMNB Clyde.

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

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

3.8.2.2 Assignment to seagoing units

Service personnel assigned to a Seagoing Longer Separation Allowance Qualifying Unit defined in JSP 760/752, have the option to retain their current SFA/SSFA when assigned to a seagoing unit to provide family stability and reduce separation.

3.8.2.3 Assignment to VCDS 45 Minute List

Service personnel assigned to MOD Main Building in London into a role included on the VCDS 45 Minute List.

3.8.2.4 SFA is not available at or near the new duty station

In cases where SFA is not available at or near the Service person's new duty station, retention of SFA/SSFA at the previous duty station may be authorised for a period of up to three months.

3.8.2.5 Short notice of assignment

Service personnel who have received a short notice assignment order may request retention of their SFA/SSFA in line with the following timescales:

A. **Assignment order received within six weeks** of the assignment start date: retention is permitted up to three months.

B. **Assignment order received within three months** of the assignment start date: retention is permitted up to one month.

3.8.2.6 Unaccompanied assignments

Service personnel away on a course for less than six months, or whose new assignment is designated unaccompanied, may retain the SFA/SSFA occupied by their family for the duration of the unaccompanied assignment or course.

If Service personnel are assigned overseas and the overseas location is unable to meet the family's supportability needs, this will be treated as an unaccompanied assignment, entitling the Service person to retain their SFA/SSFA in the UK.

3.8.2.7 Welfare and medical

Retention of SFA/SSFA is possible in cases of considerable hardship including household members with welfare needs, serious illness with current ongoing treatment, or impending/recent birth. Where approval for retention is given it will be for a specified period after which a further application can be made if needed.

3.8.2.8 Education of Service children

Retention of SFA/SSFA on the grounds of the child's education is possible for any of the reasons listed below:

A. The child has commenced one of the recognised critical stages of education detailed below. An application for SFA/SSFA retention must include verification from the education provider that the child has commenced a recognised stage of education. It should include the start/end dates of the course and describe the impact of transferring. Retention for stage of education is possible up to the date of the final public examination but may require a successful re-application to be made after 12 months. After this date, the family will be expected to move to join the Service person at the new duty station.

- GCSEs / Devolved Government Equivalent. An application for retention should be made to cover this whole stage of education.

- 'A' Levels / Devolved Government Equivalent. An application for retention should be made annually.

- 16 - 18 Education such as vocational studies: Technical Levels, Diploma. An application for retention should be made annually.

- Nationally recognised, full time, higher and further education courses up to and including 1st Degree level. Applications can only be made if the child continues to live permanently in the SFA/SSFA, is unmarried/not in a civil partnership, and is under 25 years old. An application for retention should be made annually.

B. In England, the child is subject to Raising the Participation Age and has a local offer which cannot be replicated at the new assignment location. The application should be supported by a letter from the current education/training provider that confirms the Service person's child's circumstances and the offer. If the child does not complete the course or placement, the supporting letter becomes invalid, and the Service person must inform the IPHD.

C. A child is undergoing a statutory assessment of need e.g. Education Health and Care Needs Assessment. SFA/SSFA may be retained until the statutory assessment process has been completed and subsequent arrangements have been made with the new Local Authority. Evidence of Local Authority involvement and statutory timescales will be required.

A Service Person with a child/young person with a finalised statutory plan, such as an Education, Health and Care Plan (EHCP) or devolved Government equivalent, would not ordinarily be considered eligible to retain SFA/SSFA It is anticipated that the child/young person will be able to access appropriate support in the new assignment location. Exceptions may be considered where there is evidence to show that suitable provision cannot be readily accessed in the new assignment location. [

Where an application for retention on the grounds of a child's education does not meet the criteria recognised in this policy Service Personnel may seek advice from the Educational Advisory Team UK (EAT UK) regarding their move to a new assignment location.

For example, a child with an Education Health and Care Plan (EHCP) or devolved equivalent is likely to be able access support in the new assignment location. However, there may be specific and particular circumstances for parents who have a child with the highest level of need.

Service Personnel can contact EAT UK at: RC-DCS-HQ-EAT@mod.gov.uk

3.8.2.9 Move of short duration

Service personnel may apply to retain their SFA/SSFA if their move is to be followed by a second move within 12 months.

3.8.2.10 Foot Guards Battalion Basing Areas

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

3.8.2.11 Operational Deployments

Service personnel assigned to an operational deployment, or an extended operational tour, are entitled to retain SFA/SSFA at their current duty station unless they occupy a tied property.

3.8.2.12 Spouse/civil partner adult educational courses

Service personnel re-assigned before their spouse or partner completes an adult education or training course aimed specifically at improving skills for work and/or opening up new employment opportunities may apply to retain SFA/SSFA to allow the spouse or partner to complete the course. Evidence submitted to the IPHD/DIO SAT for consideration must include course transferability and proof the course was started in the realistic expectation that it would have been completed during the Service person's current assignment.

3.8.2.13 Notice period for spouse/civil partner employment

If a short notice positing makes it impossible for a Service person's spouse or partner to give their employer sufficient notice of their departure, Service personnel may apply through the IPHD to retain their SFA/SSFA to allow their spouse or partner to complete their notice period. The IPHD/DIO SAT will consider the application. Retention will be for the minimum period necessary for the spouse or partner to submit their termination notice and to complete the contracted notice period.

3.9 Provision of Additional Needs and Disabilities (ANDA) Families with Additional Needs or Disability Requirements

3.9.1 Principles

The Additional Needs and Adaptations (ANDA) policy has been designed to support our people and their families who need extra support to live in their Service provided accommodation.

The additional pressures for families who need to access ANDA support are recognised. A flexible approach is taken to address any unique circumstances so that Service personnel can remain operationally ready. DIO will consider:

A. ANDA requests for the Service person (SP), spouse, civil partner, long-term relationship partner or recognised children as defined at 2.3.

AND

B. All adaptation requests to support disabilities or additional needs that are physical, mental, visible or hidden, permanent or temporary, if:

- The health condition or disability is expected to continue for at least 6 months.

OR

- The occupant is terminally ill with a life expectancy of less than 6 months.

OR

C. Any reasonable adaptation requests in line with the provisions of the Equality Act 2010 where any period of occupancy exceeds 6 months.

3.9.2 Supporting documentation

Supporting documentation is important as it will assist and guide DIO to ensure the right adaptation is delivered to support families' needs.

DIO will review requests without supporting documentation whereby the SP or family advises of a diagnosis and requires minor adaptations. This includes, but is not limited to, Grab rails, Door Locks, and Window locks.

In most cases an Occupational Therapist (OT) report is the most suitable documentation. This is a detailed assessment based on an individual person that provides recommendations for equipment and home modifications.

In some cases, supporting documentation may be from a suitably qualified medical professional. For neurological conditions such as epilepsy, supporting evidence may be most appropriate from a neurologist. For mental health conditions, a mental health nurse or psychiatrist may be the most appropriate healthcare professional to provide supporting documentation.

In some cases, for families with SEND requirements, an Education Health and Care Plan (EHCP, England), Co-ordinated Support Plan (CSP, Scotland), Individual Development Plan (IDP, Wales), Statement of Special Educational Needs (SEN, Northern Ireland), or a Service Child Assessment of Need (SCAN, Defence Children Service) may provide further guidance to DIO or an OT in delivering the right adaptations.

3.9.2.1 Requirements for new Occupational Therapist (OT) reports

If the adaptation is for an adult who has previously had an OT report, and their condition has not changed, the previous OT report must be provided again as DIO do not retain records of these reports.

If the adaption is for a child, it is requested that a new OT report is sought if their condition has changed, or the previous report is over 5 years old. This is to ensure any adaptions provided remain suitable.

A new OT report may be necessary to give direction on the placement of equipment within a new property. If during an ANDA application an updated report is submitted, the new report will supersede all other reports.

3.9.3 Application process

Adaptations should be requested via the Industry Partner Help Desk (IPHD). A DIO ANDA Assessment Form is to be completed by the family and submitted with their supporting documentation.

The Industry Partner (IP) will appoint an ANDA Case Manager within Homes Services to liaise with the SP. Where additional information is needed on aspects of the ANDA application, the SP will be contacted to arrange a time to discuss the matter. If after speaking with the SP further information is still required, the requested information should be noted and sent to the author of the supporting documentation.

The author of supporting documentation should be provided with a copy of JSP 464 Vol. 1 and Vol. 2. Best efforts should be made to ensure any supporting documents are clear.

3.9.3.1 Application support

Service personnel are advised to seek support with their ANDA application from their Welfare team or other sources such as:

A. **Naval Families Federation (NFF)**. The Naval Families Federation's vision is for all Royal Navy and Royal Marines Families to be able to have their views heard by those in positions of power and feel valued and be treated with fairness and respect; and thrive in their communities of choice.

The NFF can be contacted via 02392 654374 or contactus@nff.org.uk

B. **Army Families Federation (AFF)**. The Army Families Federation is the independent voice of Army families and works hard to improve the quality of life for Army families around the world – on any aspect that is affected by the Army lifestyle.

The AFF can be contacted via 01264 554004 or contact@aff.org.uk

C. **RAF Families Federation (RAF FF)**. The RAF Families Federation works to improve quality of life for the RAF family around the world – at work or at home.

The RAF FF can be contacted via 01780 781650 or enquiries@raf-ff.org.uk

D. **The Forces Additional Needs and Disability Forum (FANDF, SSAFA)**. FANDF is a tri-Service group for Serving personnel, reservists and their families who have a child or adult immediate family member with an additional need and/or disability, run by the volunteer FANDF committee and facilitated by SSAFA, the Armed Forces charity.

FANDF can be contacted via CS.ANDA@ssafa.org.uk

3.9.3.2 Returning from Overseas

DIO Accommodation will approve ANDA applications that have supplied internationally comparative supporting documents. Documents must be translated to English and supply enough information about the support that is required. On return to the UK, supporting documentation from UK professionals as stated at 3.9.2 should be provided as soon as possible and within 12 months.

3.9.3.3 Data protection compliance

For compliance with the Data Protection Act (2018), DIO does not retain personal information; the Service person must therefore provide full details of all housing requirements for every ANDA request submitted. This information may be provided by asking the medical professional to complete the ANDA Assessment Form.

3.9.4 Allocation of Accommodation

DIO Accommodation do not have commonly adapted properties. Where the ANDA requirements can mostly be dealt with by allocation to a suitable property, DIO Accommodation will liaise with the relevant IP to source a property that suits the need outlined in the supporting documentation.

Families should be aware that allocations prioritise meeting the prescribed need over other personal preferences. Due to the complexity of the search for the most appropriate SFA, in most circumstances the IP may only make one offer of accommodation.

It is highly unlikely we will be able to meet a request for single level living. Occupants and OTs should bear this in mind when carrying out an assessment of housing requirements and consider upper-level access solutions.

The target for allocating a property address is within 15 working days of receipt of the application. This depends on the availability of stock and the complexity of the Service

families' needs. To avoid delays, it is essential that applications and the relevant supporting documentation are submitted as early as possible.

If there is no suitable SFA at the assignment location, DIO may consider the suitability of routing the application into SSFA.

3.9.4.1 Additional rooms

If there is a supported medical requirement DIO Accommodation will allocate a bedroom for the sole use of an individual, however, this does not necessarily mean the allocation of a property with an additional bedroom.

Additional rooms are not allocated for use as therapy or sensory rooms. Best effort will be made to allocate a property which has a separate living and dining room so occupants can use the available space flexibly to meet their individual needs. If housing stock permits a larger property can be requested for personal reasons.

3.9.5 Adaptations and Modifications by DIO

DIO will consider the needs of families on a case-by-case basis and can provide the following:

A. Garden adaptations, including non-climbable fences.

B. The provision of locks, bolts, or any other means to restrict entry or regress.

C. Bathroom and toilet thumb locks.

D. Radiator covers, or Low Surface Temperature radiators.

E. Inductions hobs.

F. Lowered kitchen worktops.

G. Specialist smoke detectors and doorbells for hearing impairment.

H. Hard flooring.

I. Stable doors.

J. Hard infrastructure solutions.

DIO is not able to consider:

A. Padding to walls, doors, or floors.

B. Bespoke stairgates.

C. Door alarms and monitoring systems.

D. Walk-in baths.

E. Equipment and furnishings.

3.9.6 Adaptations outside of the ANDA process

In some instances, where DIO are unable to provide specialised equipment, the appropriate Local Authority Integrated Care Board (ICB, England), Local Health Board (Scotland, Wales), Health and Social Care Trust (Northern Ireland), and OT, may be able to assist in the provision of specialised equipment.

If the occupants wish to have adaptations over and above those DIO and/or the NHS/Local Authority can provide, then they may request permission to fund these themselves. DIO will assess on a case-by-case basis if the adaptations the families wish to make to the property need to be removed when they move out.

Where DIO assesses that the adaptation is generic enough to be useful for another family, DIO will notify the family that they do not have to remove those adaptations. Housing Officers should be aware of this provision and be flexible in deciding if any self-funded adaptions to the property need to be removed.

3.10 Occupation of Temporarily Surplus SFA

Temporarily surplus SFA are properties deemed to be over and above what is required to accommodate all entitled personnel. Not all locations will have surplus SFA.

SP occupying surplus SFA away from their duty station will not be entitled to the Dual Accommodation Waiver.

Surplus SFA licensees must be at least 18 years old.

Applications for surplus SFA.

Applications for surplus SFA may be submitted upon receipt of an Assignment Order but will normally only be processed within four months of the accommodation requirement date. Personnel should apply at the earliest opportunity and no later than two months before the required accommodation date to allow sufficient time for the IPHD to assess eligibility against available surplus SFA stock.

Personnel may request an SFA requirement date up to 28 days before or after their assignment date and are required to take up occupancy and move into the allocated SFA within 14 days of that date. Requests to move into SFA more than 28 days after the assignment date will not normally be considered unless exceptional circumstances can be demonstrated[1].

Where surplus SFA is occupied, Service personnel who receive a new Assignment Order are required to submit a new SFA application, even where the new assignment is within the same geographical area as their current assignment or occupied SFA. Continuation of surplus SFA occupancy is not automatic, and entitlement must be reassessed against prevailing policy and availability on each assignment.

Where the criteria for retention are met, Service personnel may apply to retain their surplus SFA in accordance with Section 3.8.

3.10.1 Cohabitation in temporarily surplus SFA

SP who have registered an established Long-Term Relationship (LTR(E)) on JPA can apply for surplus SFA at the soonest of either:

i. Receipt of their next assignment order after 1 September 2026,

Or if sooner,

ii. 3 years after 1 September 2026 (with or without an assignment order).

[1] Personnel may submit a case for exceptional application of surplus SFA outside of assignment through the appropriate channels; to the single-Service branches responsible for considering such cases. Exceptional circumstances might arise where there are service reasons for a delayed move but there remains clear intent to move on assignment, or for compassionate, welfare, or medical reasons.

Cohabitation is not permitted until the LTR(E) is approved and recorded on the SP's personnel record on JPA as established. Cohabitation will only be permitted where the SP and their LTR(E) partner are at least 18 years old and the surplus SFA is at the SP's place of work, which is defined as within a 50-mile radius of the assigned location. The SP must record the residence on JPA as their Resident at Work Address (RWA). Upon assignment, SP are required to reapply for SFA in accordance with Section 3.10. Alternatively, where the retention criteria detailed in Section 3.8 are met, the SP may apply for retention of surplus SFA.

SP cohabiting with their LTR(E) partner do so with the full understanding of the scope of their eligibility to surplus SFA and acknowledging that the availability of SFA may vary by location, meaning that there is no guarantee that surplus SFA will be available upon assignment to a new location.

3.10.2 Prioritisation of eligible personnel

The IPHD will group eligible personnel/civilians into these 8 broad categories:

i. LTR(E) accompanied at duty station with resident dependent children.

ii. LTR(E) accompanied at duty station without resident dependent children.

iii. Service personnel in P Stat Cat 3 and P Stat Cat 4 at duty station with accommodation requirements for a child/ren not meeting PStat Cat 2 criteria, and personnel serving unaccompanied (provided their family is not occupying SFA elsewhere).

iv. Dual serving SP in an LTR(E) assigned to separate duty stations within 100 miles travelling distance of each other, seeking SFA at the midway point.

v. Entitled or LTR(E) SP seeking SFA at a location other than their duty station and SP serving voluntarily separated (VOLSEP) overseas.

vi. Recently retired and redundant Service personnel, bereaved spouse/civil partners of Service personnel who died in Service upon expiry of their entitlement to SFA and bereaved Service personnel (PStat Cat 3, 4 and 5) whose spouse/civil partner has died upon expiry of their entitlement to SFA

vii. Other non-regular SP (estranged families post 93 days' notice to vacate[2]; Foreign & Commonwealth Service personnel who do not otherwise qualify; other civilian personnel employed by the Services, Reservists serving on Limited

[2] Such families should be advised that a possible consequence of taking an alternative occupancy agreement is that some Local Housing Authorities may interpret this as re-housing and so invalidate requests for LHA housing.

Commitment/Home Commitment terms , MOD Police personnel recruited after 1 September 1994 and MOD Guard Service personnel; and other civilians who are not Crown employees.

viii. Single SP (PSC 5) not in an LTRE and without resident or visiting children.

3.10.3 Criteria for selection

Applicants for temporarily surplus SFA must be willing to comply with the terms of the Licence or Tenancy/Lease Agreement. The IPHD/DIO is responsible for assessing the suitability of applicants. Applications from civilian families must be supported by evidence (from a previous landlord where applicable) such as:

A. Regular rent payment and no outstanding rent arrears or charges.

B. Compliance with the terms of the Licence or Tenancy Agreement.

C. Previous good character.

3.10.4 Size and type of SFA to be offered

The IPHD will determine the availability of surplus SFA for occupation by eligible personnel. The allocations process considers the availability of SFA (size, location, and facilities), the applicant's needs (size, mobility requirements), and the applicant's expressed preferences, such as about location.

3.10.5 Terms of occupation

If allocated surplus SFA it will be on a temporary basis, and the occupant will be required to move out if an entitled Service person requires the SFA. The property could be removed from use for upgrading, for the disposal programme, or when required for other Service reasons. If required to vacate the property, the occupant will be given a Notice to Vacate (at least 93 days' notice).

Occupants must comply with Service security requirements in JSP 440.

Occupants will sign the following occupation agreements:

A. Service personnel, the Service Licence, as is the case for entitled personnel.

B. Civilian personnel lettings will be made through block leases with authorities or through a Civilian Agreement.

3.10.6 Charging

If allocated temporarily surplus accommodation, occupants pay accommodation charges at either the MOD entitled rate set by the AFPRB, the local market rate advised by DIO, or the non-entitled rate set by DIO Accn. See JSP 464 Vol. 2.

3.11 Notice to Vacate

The Licence may be terminated by DIO Accommodation in consultation with the Local Service Commander if appropriate, at any time on giving 93 days written notice to vacate.

3.11.1 Reduced notice to vacate by the DIO Accommodation

The DIO Loss of Entitlement Team may give a reduced notice to vacate of 28 days to personnel discharged from the Services for disciplinary reasons.

3.11.2 Notice to vacate by the Occupant

After an initial 3-month period, if an entitled Licensee wishes to terminate the Licence for any reason, 93 days written notice of termination should normally be given to the IP. However, it is accepted that in certain circumstances, such as short notice assignments where the occupant is obliged to give shorter notice, 93 days' notice may not be possible.

3.12 Domestic Assistance

Domestic assistance is provided to allow authorised individuals to conduct official hospitality on behalf of Defence. It may include and is not limited to; cleaning, wait staff, cheffing, house management, stewards, uniform maintenance, and gardening. Eligibility for the Fuel and Light Scheme may also exist.

3.12.1 Eligibility

To be eligible for DA support the Service person (SP) must meet at least one of the following conditions:

A. Assigned to an appointment included on the TLB register of posts eligible for domestic assistance with a formal responsibility to undertake official hospitality duties.

B. Officers in SFA designated as ‘large’.

C. Assigned to an appointment designated as In Command by the relevant single Service career management authority, see 7.1.1.1.

Service personnel In Command are not eligible for domestic assistance if they choose to occupy accommodation more than 20 miles from their duty station.

If individuals are both In Command and occupying large SFA, the basic provision of DA, not including official hospitality (OH) events, is determined by the largest of either category and should not exceed 10hrs without authority of the TLB and confirmation of funding availability.

3.12.2 Authorisation

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

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

There is no DA provision for OH events at venues other than MOD owned or MOD funded properties. This does not preclude authorised personnel using OH funding for events at commercial venues.

Any authorised individual who replaces MOD DA provision with a privately funded alternative will be personally responsible for the cost of such alternative support.

3.12.3 Categories

3.12.3.1 Cleaning Support for OH Events

When an individual is authorised to conduct OH, that authorisation may attract a level of cleaning support. Four hours of cleaning for an OH event of 1 to 15 guests and six hours for OH events with more than 15 guests. This cleaning support may be incorporated into a larger OH package that includes waiting staff, chefs, house managers and selected menus which require no personal outlay by the hosting individual. The scale of cleaning support to OH events is at JSP 464 Vol. 2.

Only public space in the property is to be cleaned against the OH event. Public space means those areas of a property used for the provision of OH such as kitchens, sitting and dining rooms and guest bedrooms. The spirit of the scale would also include the foyer/hall, downstairs corridors between hosting rooms, the downstairs toilet but not attic rooms, family and en-suite family bathrooms, sculleries, or outhouses. Normally it should be assumed that only 2 guest bedrooms are in regular concurrent use. TLBs may increase or reduce these provisions according to individual circumstances and have the discretion to take into account additional guest bedrooms where more than 2 are in regular concurrent use.

For unaccompanied officers resident in SFA, the allocation of cleaning support should recognise their situation as being analogous to living in a Mess and therefore will be based on the area of public space in the property plus the area which is deemed as private living space for the officer. The total area will not necessarily equate to the whole floor area of the property, particularly in those properties with a large number of bedrooms, as the provision of assistance should not be based on a need to clean the entire house on every occasion.

3.12.3.2 Cleaning Support for Large SFA

Cleaning may be provided for occupants of large SFA irrespective of a need to conduct OH, because some allocated SFA is disproportionately large compared to entitlement and incurs a significant cleaning burden. In the UK, large SFA is defined as larger than 160m2. Due to historic differences in building norms, for overseas locations large SFA is defined as larger than 200m2.

Cleaning for large SFA is provided at the rate of 1 hour of DA (cleaning) for every 10m2 above the threshold, with a minimum of 4 hours per week, to a maximum of 10 hours per week.

Officers who live in their own properties are not eligible for this assistance because the size of property occupied is voluntary. DIO soft FM, with the agreement of TLBs, may remove or reduce the provision of cleaning support for large SFA at their discretion. Cleaning authorised for those in large SFA is to be limited to the areas of public space. There is no entitlement to Cleaning Support for occupants of surplus large SFA and/or occupants of large SFA above entitlement through personal choice.

3.12.3.3 Cleaning Support for Command Appointments

There is no immediate entitlement to cleaning provision for those in Command appointments. However, the unique and demanding nature of such appointments is recognised, such as, the increased productivity required of the post and the confluence of

private space with work environment which exists for the Commander and their dependants. Therefore, TLBs may at their discretion make provision for DA to Commanders funded to the equivalent of 5 hours cleaning per week per commander. This includes those who live in their own properties, provided that the property is within a 10mile radius, or up to 20 miles from the Duty station if exceptionally authorised by the Local Service Commander or Accommodation Colonel. Cleaning authorised for those in Command appointments is to be limited to the areas of public space in the property.

3.12.3.4 Uniform Maintenance & Preparation

Uniform maintenance & preparation is embedded in DA provision. TLBs may remove or reduce the provision of uniform maintenance & preparation at their discretion.

Officers in receipt of the following will receive no additional provision:

A. Dedicated or pooled house staff.

B. Dedicated drivers.

C. DA for Command or Large SFA.

Officers not in receipt of the above can receive a maximum of 4hrs per week provision with TLB authority provided they are:

A. OF5 in a Command Appointment.

B. 1* or above.

3.12.3.5 House Managers

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

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

appointed for security reasons are reminded of the need to comply with the relevant sections of and responsibilities detailed in JSP 440.

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

3.12.3.6 Stewards

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

3.12.4 Implementation, Audit & Assurance

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

3.13 Appropriation/Misappropriation

3.13.1 Appropriation

3.13.1.1 Single Living Accommodation (SLA)

In locations where there is a shortfall of SLA and surplus SFA is available, SFA may be appropriated as mess/barrack accommodation thereby avoiding the costs of SSSA. Appropriation of SFA as SLA is only to be used for a temporary period and not a long-term solution. The decision as to whether SFA may be appropriated as SLA rests with DIO Accommodation.

3.13.1.2 Welfare Provision

Where a written business case is supported, DIO Accommodation will provide SFA from existing core stock for specific uses of welfare living accommodation. The admissible categories together with maintenance and financial arrangements are at JSP 464 Vol. 2.

3.13.1.3 SFA for Seriously Injured/Disabled Single (PStat C3/4/5) Service Personnel

See 7.1.87.1.8.2.

3.13.1.4 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 who will act as a proxy occupant and will be 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 relevant TLB.

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/barracks rules.

D. **Repairs and Maintenance**. Repairs and maintenance will be undertaken by the Industry Partner (IP) 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 but funded by the unit.

F. **Furnishings**. Providing furniture items to a standard and specification similar to SSSA 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. **Cleaning**. Ensuring that suitable cleaning equipment is made available to enable occupants to keep the interior of the appropriated SFA to a hygienically clean standard.

H. **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.

I. **Access**. Ensuring that appropriate access is granted to enable any maintenance/repairs and mandatory and statutory checks were being to be undertaken.

J. **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. The SFA must be handed back at the 'move out' standard.

3.13.2 Misappropriation

SFA is classified as Misappropriated when it is not used for living-in purposes, examples include but are not limited to, Creches, Business Premises, HIVEs. These properties are not maintained as housing assets but transferred to the Regional Prime Contractor (RPC) to manage and maintain as a station asset. Where a requirement to misappropriate SFA is identified the requesting unit should submit a written business case via the following link hello@pinnacleservicefamilies.co.uk.

3.13.2.1 Welfare Provision

SFA misappropriated in support of certain specified categories of Welfare/Community Support and their relevant scales are provided JSP 464 Vol. 2.

3.13.2.2 Management and Funding of Misappropriated SFA

When misappropriation is agreed, the IPHD/Garrison/Station Housing staff Overseas will hand the SFA over to an administering unit which will be responsible for:

A. **Compliance**. Ensure that the property complies with building and planning regulations.

B. **Alterations**. Fund any work to meet the buildings use/compliance requirement and provide any specialist fixtures or equipment.

C. **Statutory Inspections**. Ensure that all statutory and mandatory testing is routinely undertaken in accordance with the buildings use regulations (through the RPC).

D. **Repairs and Maintenance**. Fund all external and interior works required to ensure that the building is appropriately maintained throughout the period of the misappropriation through the RPC.

E. **Utilities**. The payment of utilities (electric/gas/oil) via DIO Utilities.

F. **CILOCT**. Paying the requisite rate of CILOCT via the inter transfer process.

G. **Termination**. At the point of returning a misappropriated SFA to the supplier, fund and undertake any works to reinstate the property back to SFA.

Legacy cases of SFA used as SLA that pre-date the introduction of the appropriations process in 2017 will continue to be maintained and managed by the RPC until such time the property is either handed back or a change in policy dictates otherwise.

3.14 Antisocial Behaviour

3.14.1 Introduction

Antisocial behaviour has no place on the Defence Accommodation Estate, it is counter to the ethos and core values of the Armed Forces, negatively impacts people's lives and erodes communities.
The aim of this guidance is to:

- Deter antisocial behaviour on the Service Family Accommodation (SFA) estate by ensuring everyone understands the terms of their Licence to Occupy and consequences of breaching it.

- Provide all users of SFA with clear guidance on raising incidents of antisocial behaviour and seeking resolution.

- Empower Defence Housing Services (DHS) and Industry Partners to respond fairly and robustly to incidents of antisocial behaviour on the Defence accommodation estate through agreed policy and processes.

This guidance applies to occupants of SFA in all its variations. Any reference made to SFA within this guidance is to be understood in this context. Service personnel and their families accommodated in Substitute Service Families Accommodation (SSFA) will be subject to the complaint's procedures applicable to SSFA, together with the obligations set out in their specific Licence to Occupy.

3.14.2 What is Antisocial Behaviour?

Antisocial behaviour is defined as:

(a) conduct that has caused, or is likely to cause, harassment, alarm or distress to any person,

(b) conduct capable of causing nuisance or annoyance to a person in relation to that person's occupation of residential premises, or

(c) conduct capable of causing housing-related nuisance or annoyance to any person.

Some instances of antisocial behaviour may amount to a criminal offence and should be reported to the relevant authority.

It is important to acknowledge that disputes between neighbours will sometimes occur that are not due to antisocial behaviour, but differences in lifestyle. It is recognised that because of the transient nature of many Service families, neighbours are likely to change more often than in civilian society and that neighbours can also be colleagues. Many neighbourhood disputes can be effectively prevented by fostering positive relationships with neighbours and addressing any issues promptly and informally as they arise.

3.14.3 The Licence to Occupy

Service personnel and their families occupy SFA under a Licence to Occupy which sets out he conditions of the occupation. Usually the Service person, who has applied for the SFA, will be expected to sign the Licence to Occupy on behalf of all family members and/or occupants and guests visiting their home; in practice this means that the Licence holder is responsible for ensuring all members of their household behave appropriately.

The Licence to Occupy makes it clear that occupants must never engage in antisocial behaviour of any description. Any breach of the terms of the Licence to Occupy may result in the Licence being revoked or entitlement withdrawn.

If a Service person, any member of their household or invited guests, are found to have engaged in antisocial behaviour and their Licence to Occupy is revoked, they will be responsible for sourcing and funding their own suitable family accommodation without the support of the Defence housing subsidy for the remainder of their tour. In extreme cases of serious or repeated ASB, entitlement to SFA may be fully withdrawn. If entitlement to SFA is withdrawn under this policy, there will be no recourse to SFA for the remainder of the service persons career within Defence.

This policy is in place to ensure that individuals who engage in antisocial behaviour face appropriate consequences and do not benefit from publicly funded accommodation.

3.14.4 Pet Owners

SFA Occupants are permitted to keep a pet but in order to do so must agree to certain conditions, this includes ensuring the pet(s) do not present a nuisance to other members of the community. Where owners breach these conditions, permission can be revoked and it will be the responsibility of the owner to rehome their pet(s) within the specified timeframe. Failure to do so would be considered a breach of the Licence to Occupy.

3.14.5 Reporting Incidents

In an emergency you should always contact the emergency services on **999** as your first course of action.

All alleged incidents of antisocial behaviour should be reported to the Industry Partner) via the local housing officer, online portal Contact Us - Pinnacle Service Families or the National Support Centre.

The Industry Partner will collaborate with other agencies, groups, and individuals to prevent and address antisocial behaviour effectively.

Heads of Establishment are required to grant the local Authority access to the SFA estate to address any relevant reported complaints of antisocial behaviour where access is deemed suitable for the site in question.

3.14.6 Complaint Process

3.14.6.1 Following Incident Reporting

The complaint will be recorded and assigned to an Industry Partner Area Manager (AM) who will subsequently designate a Housing Officer (HO) to manage the case. The HO will serve as the primary point of contact throughout the process. They will be responsible for contacting the complainant to gather full details of the incident.

3.14.6.2 Investigation Process

The HO will commence an investigation into the alleged incident, aiming to establish the full details of the complaint and gather any available evidence. This will likely involve direct contact with all parties, at which point the respondent will have the opportunity to provide their response. Once all available details have been gathered, the HO will forward the information to the AM, who will review the case and, where appropriate, decide on the best course of action.

If the complaint is serious the case may be referred to the local Police and/ or local Authority depending on the nature of the issue.

All parties will have the right to respond at every stage of the investigation process.

All parties will be kept informed of developments at all stages of the process.

In instances where the behaviour is subject to a criminal investigation, the antisocial behaviour investigation will be suspended pending the conclusion of the criminal proceedings. Should the criminal investigation not result in conviction, the DHS retain the right to continue with an investigation under this policy.

All complaints will be carefully evaluated and judged on the available evidence. Decisions will be taken on the balance of probabilities. This means that the decisionmaker will consider whether it is more likely than not that the complaint is substantiated, ensuring a fair and consistent approach to the assessment of all cases.

3.14.6.3 First Stage (Written Warning)

If the AM is able to make a clear determination, they may dismiss the complaint if they consider it to be unfounded. If, however, they consider the complaint to be well-founded, they may issue a first written warning to the respondent. The warning will remind the Service person of their obligations under the Licence to Occupy and request that any further related activity cease. The complainant(s) will be advised that a warning has been issued.

3.14.6.4 Second Stage (Second Written Warning)

Where a further complaint is made concerning alleged antisocial behaviour that is linked to a previous complaint or establishes a pattern of behaviour, the AM may escalate the matter to the local Head of Establishment (HoE), Welfare Team and the DHS for information and guidance, as required.

Where, after investigating the further complaint and reviewing the available evidence, the AM determines the complaint to be well-founded and is satisfied that the antisocial behaviour persists, they may issue a second written warning detailing the serious consequences of any further escalation or the establishment of a pattern of ongoing behaviour. If a second written warning is issued the complainant(s) will be notified and a copy sent to the respondents HoE.

Alternatively, in complex cases or where deemed beneficial, the AM may initiate a Case Conference. The case conference is a broader body of stakeholders who will assess all circumstances to determine the most appropriate course of action.

Participants may include the DHS, the local HoE, Chain of Command, Welfare team, the relevant housing Colonel and external agencies including where available, the local Authority antisocial behaviour liaison. At this stage, additional support may be offered, including mediation where appropriate and available.

3.14.6.5 Third Stage

If all the measures outlined above fail to prevent recurrence or resolve the issue, and a further complaint is received that establishes a pattern of behaviour the case, along with all supporting documentation and copies of any correspondence, will be forwarded to the DHS Review Board. The Board will review all of the information provided and determine the most appropriate outcome. The Board will consist of representatives from the DHS, DG Accommodation People Policy Team and the relevant Housing Colonel.

3.14.6.6 Possible Outcomes of DHS Review Board

The Board's considerations will need to balance the seriousness or persistence of the antisocial behaviour against its impact on the wider Service family community. It will take into account any additional information provided by the HoE, welfare teams, external agencies, and other contextual details that may either exacerbate or mitigate the behaviour in question. If the complaint is upheld, the outcome may include one or more of the following, but is not limited to:

- Relocation (funded or unfunded).
- Issuing a further and final written warning.
- In cases of serious or persistent and repeated ASB, the revocation of the Licence to Occupy for the remainder of the posting or absolute withdrawal of entitlement to SFA for the remainder of the Service person's career. Following a decision to revoke the licence or withdraw entitlement, any action to recover possession will be taken in accordance with the terms of the Licence to Occupy.

The revocation of the Licence to Occupy or withdrawal of entitlement will remove the Service person's entitlement to SFA. However, the Service person will retain an ongoing entitlement to SLA, with responsibility for housing their family remaining with them. It is important to emphasise that the Service person holding the Licence is accountable for the behaviour of their household within and around the Service family estate.

3.14.6.7 Appeals

Should either the complainant or respondent disagree with the findings and decision of any stage of the antisocial behaviour investigation process then an appeal is possible. For the first and second stages of the antisocial behaviour process, an appeal can be submitted internally to the DHS Review Board. Where the appeal is against the outcome of the DHS Review Board, then the appeal will be escalated to an independent panel comprising of members of the DHS Executive Committee, DG People Team and the relevant senior military representative from MSHQ ACDS.

Acceptable grounds for appeal are:

- Procedural errors, where there is evidence that the process was incorrectly followed

or

- new evidence has come to light that may change the outcome of the original decision

Appeals should be submitted within ten working days of receipt of the written outcome. Participants should be aware that all participant(s) will be informed that an appeal has been submitted.

Where the grounds for appeal are procedural and based on the details of the written appeal, the appeal panel will review the original process to determine whether it was correctly followed. They will decide:

a) whether the correct process was adhered to; and

b) if not, whether it was reasonable for the Board to have reached their decision, assuming the correct process had been followed, based on the evidence provided.

Where the grounds for an appeal relate to new evidence, participants will be invited to state their case in the light of this new evidence to the appeal panel.

The panel will carefully look at any new evidence that has come to light since the complaint was first made. Their job is to decide, based on all the evidence, whether it is more likely than not that the complaint is well founded. This means they consider which side the evidence supports more strongly. The panel will then decide if the original decision or outcome is still appropriate, or if it needs to be amended.

The appeal panel will overturn a previous decision if it is found to be unsound. They can decide to overturn or uphold the decision either in full or in part. The decision of the appeal panel is final.

3.14.7 Responding to Vexatious Complaints

At times, when addressing reports of antisocial behaviour on the Defence Estate, there may arise situations where a complaint appears to be vexatious in nature. The initial assumption will always lean towards the belief that a complaint is made in good faith, even if it ultimately proves unsubstantiated.

A vexatious complaint is one that is relentlessly pursued, not based on its validity, but with the sole intent to harass, annoy, or intimidate someone. A vexatious complaint may be deemed unreasonable, lacking in foundation, frivolous, repetitive, burdensome, or unwarranted.

Determining whether a grievance is vexatious cannot be done until a thorough investigation by the DHS has been conducted. Following the completion of the investigation, if the DHS concludes the complaint is indeed vexatious, appropriate actions will be taken including the removal of the complaint against the respondent's record.

The respondent may utilise the antisocial behaviour complaints policy and process to pursue a complaint against the complainant if the original complaint is determined to be vexatious.

3.14.8 Antisocial Behaviour on a Mixed Estate and Substitute Accommodation.

On estates comprising both Military personnel and the civilian general population, instances of antisocial behaviour will be managed as follows:

- If a Service person is alleged to have committed antisocial behaviour and Defence receives a referral from a civilian department, the matter will be handled through a bespoke process jointly administered by the Industry Partner and the DHS.

- If a Service person experiences antisocial behaviour from a civilian member of the general public, they should report the incident to the appropriate civilian authority.

3.14.9 Further support and resources

Experiencing antisocial behaviour can have a significant impact on all those involved. Whilst Defence will seek to respond and investigate to all incidents of antisocial behaviour in a timely way there are additional resources and agencies available who can provide emotional and practical support.

3.14.9.1 Internal Support

- RN FPS
- Army Welfare Services

- RAF Personal Support and Social Work Service

3.14.9.2 External Support

- Anti-social Behaviour Help
- Victim Support
- Victim Support in Wales
- Our Watch

3.14.10 Mediation Support

- Army: Army-Mediation-0Mailbox@mod.gov.uk
- RN /RM Mediation Service: NAVYLEGAL-MediationService@mod.gov.uk
- RAF: Mediation leaflet or visit the RAF Mediation SharePoint page.

4 Changes of circumstance

4.1 Funding of mid-assignment moves

4.1.1 Publicly funded mid-assignment moves

A mid-assignment move undertaken for Service reasons should be at public expense – i.e. the individual is entitled to the full relocation provisions and the appropriate rate of Disturbance Allowance (see JSP 752). It does not matter whether the occupied SFA is below, to, or above entitlement, or whether it was occupied by choice or for Service reasons. Mid-assignment moves for Service reasons include situations where a move is necessary for DIO Accommodation disposal or upgrade programmes; or where entitlements change as a result of promotion or changes in family size (but not upon formation of a marriage, civil partnership, or long-term relationship). Service reasons may also include a move from SSFA to SFA where it will result in a saving to public funds, even if the Service occupant requested the move.

4.1.2 Exceptional authority for a publicly funded mid-assignment move

There could be other circumstances that do not fall within the definitions of Service reasons at the paragraph above, but where nevertheless a move at public expense might be appropriate. Individuals may therefore submit a case for exceptional authority for a publicly funded move, through appropriate channels, to the single-Service branches responsible for considering such cases. Exceptional circumstances might arise where there are

compassionate, welfare, or medical reasons for a move. Crucial to informing the decision would be provision of appropriate supporting evidence, such as that from doctors, social workers, welfare officer.

4.1.3 Privately funded mid-assignment moves

Personnel who decide to move from SFA/SSFA for personal reasons, such as betterment moves, can do so at private expense.

4.2 On formation of relationships

4.2.1 On Marriage/Civil Partnership

Any change in entitlement because of marriage or civil partnership will not take effect until the date of marriage/civil partnership but, if availability permits, the accommodation provider/delivery agent may be able to make SFA available up to two weeks in advance. Occupation of the property (SFA or SSFA) by the Service person and/or their intended spouse/civil partner is not permitted until the date of marriage/civil partnership.

4.2.2 On registering an established long-term relationship

LTR(E) status does not attract any entitlement to accommodation, but the relationship must be recorded on JPA as 'established' before an application for surplus accommodation will be accepted. Once an LTR(E) is established on JPA SP can apply for surplus SFA in accordance with 3.10.1.

4.3 Change in the size of the household

4.3.1 Increase in family size

4.3.1.1 Birth of a child

The new entitlement takes effect three months before the expected date of birth of the child/children. Service personnel should submit their application once they have received the Maternity Certificate (Mat B1). If they are a pregnant Service person living in SLA they will be required to vacate before the arrival of the child. If moving to SFA, Service personnel will pay SFA charges from the date they occupy the property.

4.3.1.2 Adoption

Service personnel who already have an entitlement to SFA and who are entering the adoption process may become entitled to apply for a larger SFA if the Adoption agency determines, during the formal assessment process and home visits, that their current SFA offers insufficient bedrooms to support placement of an adopted child/children within the age criteria.

Single Service personnel who are entering a formal adoption process are entitled, by exception, to apply for and occupy SFA to support them during the Adoption process. Early consideration for application is preferable (during Stage one), to ensure that mandatory home visits and safety checks can be addressed and completed so that the application can progress to the Approval Panel. The SP does not require a change of PStat Cat at this stage.

Once the child(ren) are matched, the SP can make any necessary changes relevant to the specific child(ren)s needs prior to Matching panel and subsequent formal placement. The SP's entitlement to SFA should be reviewed by the IPHD to ensure continued entitlement, this review must consider that the matching process is not time bound and be focussed on the needs of specific children rather than the circumstances of the prospective Adopter(s).

SP must seek advice from their sS Accommodation Colonel, in respect of their entitlement, should the adoption process cease. Full details of the adoption process can be found at Adoption and Fostering DIN 2024DIN01-120.

All SP who are single are eligible to apply to occupy Surplus SFA in accordance with chapter 9 to this volume, which applies to those entering the adoption process.

4.3.1.3 Fostering

All Service personnel who are active foster carers are entitled to SFA, or SFA above entitlement where required, akin to personnel with natural or adopted children.

Within the UK approval as a foster carer, and active or forthcoming fostering, should be confirmed by means of a letter from the relevant Local Authority stipulating the geographical area and duration of approved foster carer status.

4.3.1.4 Remaining in the current home

Service personnel already living in SFA are not required to move when their entitlement increases, subject to not exceeding the room standard as set out in the Housing Act (1985).

If choosing to remain in the current property there will be no change to the charge unless the current SFA is being occupied as 'above entitlement for Service reasons,' in which case the charge will reflect the new entitlement.

4.3.2 Decrease in family size

When children no longer count towards a Service person's entitlement they may continue to reside in the SFA as non-dependant adult children.

In instances where this may impact on entitlement to SFA, or downsizing to smaller SFA on next assignment, the following policy applies:

A. **PStat Cat 2**. In instances where the youngest or only child of a PStat Cat 2 is no longer classified as dependant resulting in loss of SFA entitlement, PStat Cat 2 personnel should continue to be permitted to occupy SFA at their place of duty and should, whenever possible, be provided with SFA at their next and subsequent duty stations subject to agreement between the Local Service Commander and the IPHD.

B. **Downsizing – all families PStat Cat 1 and 2**. Where a reduction in family size may result in the family being downsized to smaller SFA on assignment to the next duty station, the IPHD will seek to provide the family with the same sized SFA as they had previously occupied to avoid downsizing.

4.4 Relationship breakdown and estrangement

Relationship breakdown and estrangement means when spouses, civil partners or cohabiting LTR(E) partners agree to live apart on a permanent basis; or when one party leaves the other permanently. This section explains how that may affect accommodation entitlements and payments. Service personnel should refer to JSP 752 to understand when moves will be publicly funded and when they will be expected to fund them themselves.

4.4.1 Reconciliation period

Before the Service person changes their PStat Cat/LTR(E) status the Local Service Commander may authorise a reconciliation period up to 93 days. Under these circumstances, the Service person should move into alternative Service accommodation such as SLA, or private accommodation. The 'Reconciliation' period commences when this move takes place. The Service person will not pay charges for SLA during the reconciliation period or the subsequent 93-day NTV period but will pay them thereafter if the estrangement/separation becomes permanent and the Service person remains in SLA.

After the reconciliation period, or sooner if the Service person and their spouse/civil partner/ long-term partner agree that permanent separation is inevitable, the Service person and LSC must inform the DIO Loss of Entitlement Team. Unit HR will reassess the PStat Cat/rescind the Service person's LTR(E) status.

Decisions Service personnel make on which partner lives in which accommodation after the point the PStat Cat changes may change charges and entitlements as set out below.

4.4.1.1 Service person remains in SFA

If the Service person remains in the SFA and the estranged partner moves out, the Service person will continue to pay charges for the SFA. If there is no continued entitlement to SFA the DIO Loss of Entitlement team will serve the SP with a 93-day Notice to Vacate from the date of receipt of notification of the PStat Cat change.

4.4.1.2 Estranged partner remains in SFA

When the Service person moves out and the estranged partner remains in SFA, the DIO Loss of Entitlement Team (LOET) will immediately issue a 93-day notice to vacate (NTV) to the estranged partner remaining in the SFA. The LOET will then conduct a Proportionality Exercise to establish any continued occupancy beyond the expiry of the 93day NTV period. This will consider factors such as children's schooling, relevant welfare, or medical treatment. On completion of the Proportionality Exercise, DIO may approve an agreed period of stay of legal action. At the same time, it is appropriate for the LOET to schedule a condition assessment inspection of the SFA to establish liability for the property. Where possible and appropriate, the Service person is expected to make every effort to jointly complete all forms with the estranged partner and assist them to find alternative accommodation.

The Service person will continue to pay SFA charges until the end of the NTV period but not beyond. The partner and any family also living in the SFA are required to leave the SFA. If they do not, they become Irregular Occupants.

If the Service person chooses to move to SLA, they should apply and will be charged in the normal way.

If the Service person chooses to apply for alternative SFA, they should apply and will be charged in the normal way. If they take responsibility for the new SFA before the end of the 93-day NTV period, the responsibility for paying charges for the previous SFA property will end when they begin paying for the new SFA property. This will also count as the end of the tenancy for recovering any advances linked to that property.

4.4.1.3 Occupancy of SSFA prior to estrangement

Occupants of SSFA are entitled to an initial reconciliation period of up to a maximum of 93 days or other specified timeline suitable for the circumstances. During this period, DIO Accommodation will continue to pay rent on the SSFA, and the Service spouse/civil partner will continue to pay SFA charges and any SLA/food charges. The MOD Contractor should be advised of the situation at the earliest opportunity.

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

The SAT are to issue and conduct the Proportionality Exercise at the same time as the 93day notice to vacate to establish any continued occupancy beyond the expiry of the 93-day notice to vacate which should consider factors such as children's schooling, relevant welfare, and medical considerations. After completion of the Proportionality Exercise and consideration of educational needs, welfare and medical issues, the Housing Provider (in conjunction with the MOD Contractor) may issue a revised notice to vacate. At the same time, it is appropriate for the Housing Provider (in conjunction with the MOD Contractor) to conduct a move out inspection of the SSFA to cease Service person liability for the property and make record of any utility readings. DIO Accommodation will continue to pay rent for the SSFA until the end of any revised notice to vacate date.

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

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

B. The estranged spouse/civil partner chooses to remain in the property for which no rent is being paid by DIO Accommodation. In this worst-case scenario, the Letting Agent/Landlord is likely to initiate legal proceedings against the MOD

Contractor or the occupant for vacant possession of the property and seek recovery of financial losses. Costs incurred by the MOD Contractor in defending any legal proceedings, and/or satisfying any judgement, should be recovered from DIO Accommodation on submission of itemised bills in accordance with the established invoicing and bill paying procedures.

4.5 Bereavement

This policy sets out the accommodation entitlement for bereaved Service personnel and families living in SFA. This includes provision in the UK for Service personnel or families once they return to the UK from a bereavement suffered whilst overseas.

To understand and get the help with accommodation to which they are entitled, the Service person or their family should make sure that the Service Administration Unit is aware of the bereavement. The Service Administration Unit will make sure that the right notifications are made and will tell the Service person or their family what steps they need to take.

4.5.1 Death of a child

If the death is of a child forming part of the Service person's household, they will retain their previous entitlement until the next assignment.

4.5.2 Death of a spouse or civil partner

If a Service person living in SFA suffers a bereavement of their partner, they may continue occupying the property which they were occupying at the time of the bereavement until they are assigned, irrespective of how the property relates to the new entitlement. With the endorsement of the single Service Accommodation Colonel, the Local Service Commander may also choose to extend this period further. The charge for the SFA property will not change, but CILOCT charges may be abated by 25% for single occupancy.

4.5.2.1 Moving home

The Service person may request SLA or SFA/SSFA at their new entitlement ahead of their next assignment if they wish. Mid-assignment moves caused by circumstances of compelling welfare, medical, or compassionate grounds are eligible for relocation support. Approval for mid-assignment moves is provided through existing processes contained within JSP 752.

4.5.3 Death of the Service person

The bereaved spouse/civil partner of a Service person will continue to receive support following the death in Service of their partner. This includes continued entitlement to SFA/SSFA at service rates, and any supporting accommodation payments, for up to two years after the date of the bereavement.

4.5.3.1 Moving home

The bereaved partner may request a move during the two-year period of entitlement to be within 50 miles of either the home of a member of family or of a child's school. In this case, they are entitled to one relocation at public expense (consisting of furniture removal expenses and the appropriate rate of Disturbance Expenses) to SFA/SSFA at an alternative location within 12 months of the date of bereavement. The 12-month period may be extended at the discretion of the Commanding Officer in consultation with the respective single Service Accommodation Colonel, welfare, medical and educational authorities.

DIO Accommodation will always attempt to provide SFA/SSFA as close as possible to the preferred location, subject to the availability of housing. Whenever possible, the bereaved partner will be allocated to a property of the type they are currently occupying. SFA will be provided if available and charged at entitled rates. If SFA is not available, they will be offered SSFA.

If the bereaved partner is occupying SFA, and the property is required by DIO Accommodation during the period of entitlement for upgrade or disposal, or if the tenancy agreement is terminated on an SSFA property, the bereaved partner will be supported with SFA or, if unavailable, SSFA at the same entitlement level. In these circumstances they will be entitled to a relocation at public expense. consisting of furniture removal expenses and the appropriate rate of Disturbance Allowance.

4.5.3.2 After two-years

For requests to remain in SFA beyond 2 years the bereaved spouse/civil partner could, where possible be offered continued occupancy under a Civilian tenancy agreement.

If the Service, in consultation with the respective housing provider, decides to withdraw entitlement during the two-year period or continued occupancy after the two-year period, a case can be made through the relevant single Service Accommodation Colonel to People-Accommodation-Deputy Head Current Policy who will make an appropriate submission to Ministers.

4.6 Compelling Welfare, Medical, or Compassionate reasons

Approval should be given through the Chain of Command. The Service person must have an expectation of occupying the new property for at least six months.

4.7 Allocation to SFA following Repatriation or Evacuation from Overseas

4.7.1 Repatriation from Overseas

If assigned overseas, a change in personal circumstances may require the Service person's family to be repatriated permanently to the UK before the assignment ends.

The accommodation offered to the family following repatriation will depend on the circumstances as set out below.

4.7.1.1 Following estrangement

If the spouse or partner of a Service person becomes estranged from them whilst accompanying the Service person overseas, they will be repatriated to the UK. The partner is entitled to 93 days' occupation of the nearest available SFA/SSFA to their area of choice in the UK; or to the balance of 93 days if the change of PStat Cat status happened before they returned to the UK. They will be charged for the property for this period. They will not be entitled to SSFA due to the short length of the remaining entitlement.

Following repatriation to the UK, the partner will be covered by the same policy as for relationship breakdown in the UK.

4.7.1.2 For medical or educational reasons

A Service family repatriated to the UK for specific medical or educational reasons which have arisen during the period of overseas duty, is entitled to SFA/SSFA within 10 miles/45 minutes of a specialist facility in the UK. This is to be agreed between the overseas losing unit, the gaining unit (or the Local Service Commander in the required area) and the IPHD, on a case-by-case basis and for a predetermined period of no more than one year, subject to review.

4.7.1.3 For other welfare/compassionate reasons

A Service family repatriated to the UK for other welfare and compassionate reasons, is entitled to SFA/SSFA at a location of choice in the UK as agreed between the overseas losing unit, the gaining unit (or if the family is 'headless' or the Local Service Commander in the preferred area of choice), and the IPHD. These are agreed on a case-by-case basis and for a predetermined period of no more than one year, subject to review.

4.7.1.4 Bereaved spouse/civil partner

Bereaved spouses/civil partners of a Service person accompanying the Service person overseas at the time of their death may either seek repatriation back to the UK or where possible stay at the overseas location. The respective Command is responsible for repatriating the bereaved spouse/civil partner and their children, by authorising the appropriate passage.

Furniture stored may remain in store for a period of up to 3 months after the repatriation date and then conveyed at public expense to SFA/SSFA being occupied.

Bereaved spouses remaining overseas are entitled to be relocated at public expense from SFA to privately arranged accommodation.

4.7.2 Evacuation from Overseas

If assigned overseas, Service personnel may be required to return to the UK because the Foreign Commonwealth and Development Office and the Head of Mission order an evacuation. This may be of families only, or the Service person and their family.

The accommodation offered following evacuation will depend on the circumstances as set out below.

4.7.2.1 Applying for SFA

If entitled to SFA, Service personnel should apply as soon as possible once they have returned to the UK. Up to 30 days' subsistence is available to provide Service personnel with sufficient time to contact the IPHD, apply, and move (see JSP 752).

4.7.2.2 Accompanied Service families

The location of accommodation for families returning with their Service person will follow any guidance issued by the Service Authorities in respect to the Service person's likely or planned employment. SFA will be allocated in the usual way. If no duty station is identified, the Service person may select a location within 50 miles of either the home of a member of family or their child's school.

4.7.2.3 Unaccompanied Service families

Unaccompanied Service Families, returning to the UK whilst the Service person remains overseas, once back in the UK are entitled to SFA in the UK in their preferred area, which may be within 50 miles of either the home of a member of family or their child's school. DIO Accommodation will always attempt to provide SFA as close as possible to the preferred location, subject to the availability of housing.

4.7.3 SFA Rules of Occupation following repatriation or evacuation from Overseas

4.7.3.1 Charges following repatriation

Families repatriated from overseas will pay accommodation-related charges from the point they occupy the property.

4.7.3.2 Charges following evacuation

Service Personnel will continue to pay for the retained accommodation at the Overseas duty station until a decision on returning is made. Service personnel will not be charged accommodation charges and CILOCT related to their or their family's accommodation for 90 days from their arrival in the UK.

Service personnel must pay all utility and associated bills for the full period of their occupation of the property, starting from the date of occupation.

The single Services and single Service Manning Authority will, in consultation with the Foreign Commonwealth and Development Office, review the circumstances of evacuated families at the 90-day point. Unless directed otherwise, occupation of SFA beyond the 90day period will continue under normal UK arrangements, including for the payment of SFA charges and CILOCT.

4.7.4 Alternative Accommodation at the Services Cotswold Centre

As an alternative to SFA/SSFA, Service families might prefer to apply to occupy SFA at the Services Cotswold Centre. This is a tri-service facility, managed and funded by the Army on behalf of the MOD. It provides short-term transit accommodation in 60 self-contained, chalet-style homes and includes emergency accommodation for families who are repatriated from overseas assignments. Bids for SCC accommodation should be made to the following:

For general enquiries:

A. **Email**: rc-aws-scc-bookings@mod.gov.uk

B. **Telephone**: Civ – 03311 432730

For evacuation only:

A. **Email**: RC-AWS-0Mailbox@mod.gov.uk

B. **Telephone:** 07813019490

4.8 Career intermissions

There is provision for Service personnel to retain their entitlement to accommodation when taking a Career Intermission. This applies to personnel living in SLA/SSSA and SFA/SSFA. Policy guidance can be found in JSP 760.

4.9 Vacating SFA for disposal, upgrade, or modernisation

4.9.1 SFA required for disposal

The IPHD will, wherever possible, give at least six months' notice of its intention to dispose of a Service person's current SFA. The Service person will receive a Notice To Vacate at the 93-day point and will be offered a mid-tour move to alternative SFA at the duty station. The move will be made at public expense, and the Service person will be able to apply for Disturbance Allowance.

4.9.2 SFA required for upgrade/modernisation

Service personnel may be required to leave SFA so that it can be upgraded or modernised. Wherever possible, they will receive at least six months' notice and the IPHD will confirm the details of the work, its timetable, and any requirement to decant. If Service personnel are required to move out, they will receive a Notice to Vacate at the 93-day point. Service personnel will be offered a mid-tour move to alternative SFA at the duty station. The move will be made at public expense, and the Service person will be able to apply for Disturbance Expenses.

4.9.2.1 DIO Accommodation Decant Methodology

The DIO Accommodation decant methodology is a management tool designed to assist in determining whether occupants of SFA, which is subject to upgrade, should be decanted to another SFA either temporarily whilst the work is being undertaken, or on a permanent basis. The methodology is based on a points system that enables the severity of the work to be assessed in a consistent and objective manner, and which may trigger decant when a score of 10 points or more is accumulated. Subject to any overriding health and safety considerations the decision to decant rests with the occupant in consultation with IPHD. Implicit within the methodology is the requirement to provide maximum notice to occupants of SFA that upgrade work will be undertaken. Wherever possible, IPHD are to give SFA occupants at least 6 months' advance notice of their intention to conduct upgrade work which may or may not require decant, with more specific details as to the extent and

timetable of the work to be provided at the 3-month point. In circumstances where IPHD is unable to provide the occupant with 6 months' notice, the occupant is to be advised as soon as the intention to upgrade the SFA is established.

4.10 Vacating SFA for personal reasons

If, after an initial three-month period, the entitled Licensee wishes to terminate the Licence for any reason, they must give 93 days' written notice of termination to the IPHD/Overseas Housing Staffs and Unit Welfare Officers.

4.11 Moves due to security concerns

Where a Service person's personal safety is compromised, they may be entitled to a move of home. Approval must be given through the Chain of Command. For further details see JSP 752 Chapter 12.

4.12 Absent without leave

If a Service person is formally declared absent without leave (AWOL), DIO will serve 93 days' notice to vacate the SFA on the spouse/civil partner/LTR(E) partner. During this period, accommodation charges will continue to be debited from the Service person's account. Service Administrative Units will notify the IPHD and DIO Loss of Entitlement Team at the 21-day AWOL point.

4.13 Discharge from the Service

4.13.1 Normal discharge

For normal discharge and on Early Termination (ET), DIO will issue 93 days' notice to vacate timed to expire on the last day of service. If Service personnel require a longer period of notice to support their move to alternative accommodation, they should contact the DIO Loss of Entitlement Team with supporting documentation such as proof of house purchase or new tenancy agreement.

4.13.2 Short notice discharge

In cases of short notice discharge, 93 days' notice to vacate SFA will normally be given even if this goes past the discharge date. However, in cases of discharge on disciplinary grounds or misconduct a minimum of only 28 days' notice must be given.

4.13.3 Medical discharge

If a Service person is being compulsorily discharged on medical grounds, 93 days 'continued use and occupancy' of the SFA will be permitted after the date of discharge, at entitled SFA charges. Thereafter, extensions of up to 93 days at a time may be granted at the discretion of DIO at non-entitled SFA charges.

4.13.4 Army Directed Early Retirement Scheme

Army 1* Officers who receive less than 93 days' notice that they are to be retired under the Directed Early Retirement Scheme may, exceptionally, be permitted to retain their SFA at the entitled rate for a period of up to three months after their date of retirement or until they have secured alternative accommodation whichever is sooner.

4.13.5 Redundancy discharge

If a Service person is being compulsorily discharged on redundancy grounds with six months or less notice, 93 days 'continued use and occupancy' of the SFA will be allowed after the date of discharge at entitled SFA charges. Thereafter, extensions of up to 93 days at a time may be granted at the discretion of DIO at non-entitled SFA charges.

Recently retired or redundant service personnel can request to stay in SFA in the UK for up to twelve months on payment of the market rate where availability of accommodation allows this. To make this request, Service personnel should message the Industry Partner Help Desk.

4.14 Irregular occupancy of SFA following loss of entitlement

If the Service person does not move out of SFA following the end of a Notice to Vacate (NTV) period they will become an Irregular Occupant. The purpose of the NTV period (usually 93 days) is to give the Service person time to arrange alternative accommodation – this could be a house purchase, private renting, or housing provided through a local authority.

4.15 Irregular Occupancy

4.15.1 Expiry of the notice to vacate

Irrespective of the cause of the loss of entitlement to occupy the SFA, when a Notice to Vacate expires and the family or members of the family remain in occupation of SFA they will become Irregular Occupants. At this stage DIO Loss of Entitlement Team will decide whether to:

A. Repossess the property.

OR

B. Offer an alternative Occupancy Agreement.

4.15.2 Repossession

Repossession of the property will be in accordance with the Irregular Occupancy procedures. In these circumstances, any court costs are sought on a 'Joint and Several' basis against the Licensee, the spouse/civil partner, and the Long-Term Relationship - Established (LTR(E)) partner. Court costs can only be awarded against an occupant of the SFA after the licence expires.

In cases where the family are still united this will apply to the ex-licensee, the spouse/civil/the LTR(E) partner. This will also apply to members of Armed Forces of F&C Countries.

Where separation has occurred and PStat Cat has changed the Service person is no longer the licensee from the 94th day after the change of PStat Cat - which is when Irregular Occupant status begins. This is also applicable to the spouse of members of Armed Forces of F&C countries who occupied SFA for their appointment/Defence Course and remain in SFA when the licensee returns to their country of origin.

In these circumstances the costs are awarded against the remaining occupant. Damages for Trespass (Violent Profits in Scotland), which includes Council Tax contributions, will be levied by the DIO Loss of Entitlement Team from the 94th day as part of the claim against the Irregular Occupant.

4.15.3 Alternative Agreement

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

A. **Furniture hire**. Current Tri-Service furniture hire charges will continue to be applied.

B. **Council Tax payment**. This is to be paid direct by the tenant to the local Council.

4.15.4 Actions when the Notice to Vacate period ends

When the Notice to Vacate period ends, the DIO Loss of Entitlement Team (LOET) will decide, in consultation with the Local Service Commander and Service/civil welfare, which of the below routes to pursue.

4.15.4.1 Alternative Occupancy Agreement

The IPHD may offer the Service person an alternative occupancy agreement to occupy temporarily surplus SFA. This will be charged at market rates determined by DIO. Under an alternative occupancy agreement tri-service furniture hire charges will continue to be applied and the Service person is to pay council tax directly to the Local Authority.

4.15.4.2 Repossession

It may sometimes be necessary for DIO to seek repossession of the property using the Irregular Occupancy procedures set out in EBMS Housing sections 1.10.3 and 1.10.9.1. In these circumstances, any Court Costs are sought on a 'Joint and Several' basis against the Licensee and the spouse/civil partner/LTR(E) partner. If, however, the partners have separated and the Service person is no longer the licensee from the 94th day after the change of PStat Cat or rescinding of LTR(E) status, the costs are awarded against the remaining occupant. Court costs can only be awarded against an occupant of the SFA after the licence expires.

4.15.5 Accommodation charges for irregular occupants

Irregular Occupants no longer have a licence to occupy SFA and accommodation charges will cease. Instead, Damages for Trespass (Violent Profits in Scotland), which includes Council Tax contributions, will be levied by the DIO Loss of Entitlement Team from the 94th day as part of the claim against the irregular occupants; this may impact eligibility for some Universal Credit payments. The new rate is based on local authority rents, council tax and water/sewage rates and, while this is not full ‘market rate,’ it may be considerably higher than current SFA charges.

4.15.6 Support to find alternative housing

The Defence Transition Services (DTS) team is the MOD’s tri-service focal point to provide service personnel and their families with civilian housing information for those seeking to move to civilian accommodation at any time in their career, and for those during resettlement to assist with the transition to civilian life.

Service families are entitled to a Certificate of Cessation of Entitlement to Occupy SFA when they vacate their SFA. This is to assist them if they intend to apply for social housing

at the end of the notice to vacate period. This should be requested from the DIO Loss of Entitlement Team.

5 Single Living Accommodation (SLA)

5.1 Entitlement to SLA

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.

OR

B. Personal Status Category (PStat Cat) 1 serving unaccompanied, PStat Cat 2 serving detached, or PStat Cat 3, 4 or 5 as defined in JSP 752.

OR

C. PStat Cat 1 and undergoing a marital/civil partnership breakdown, who having been authorised by the Local Service Commander, may occupy SLA for up to a 3-month period prior to marital/civil partnership reconciliation, or estrangement and change of PStat Cat.

5.2 Location and types

5.2.1 Duty Station

The Service person is entitled to SLA at their Duty Station. They should expect to retain the same accommodation for the duration of their assignment unless they request to move to alternative accommodation, or there are Service reasons (property upgrade or refurbishment, or on promotion) to move accommodation.

SLA should ordinarily be provided within a 10-minute walk of their Duty Station, or within 10 miles and within 45 minutes' travel by local available public transport, if authorised by the Local Service Commander.

5.2.2 Non-formed units in London

If a Service person is assigned to non-formed units within the M25 their SLA should be within 60 minutes' travel by public transport of their Duty Station, or 45 minutes if on the VCDS 45 Minute Travel list.

5.2.3 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.

5.2.4 Types

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.

SLA types by occupant are defined at JSP 464 Vol. 2.

5.3 Application for SLA

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 application process for SLA, most sites will send a welcome pack to new arrivals informing them of local application processes.

5.4 Allocation of SLA

5.4.1 Eligibility

For the purposes of these regulations, eligibility refers to two circumstances:

A. Where there is an entitlement to SLA, the Service person is eligible for a type of SLA based upon their rank. This is subject to availability.

B. There are certain circumstances where the Service person may be eligible to occupy surplus SLA.

5.4.2 Unit responsibilities

Units are responsible for the allocation of SLA in accordance with the guiding principles below. With the exception of sites where the TLB has agreed an exemption, units are to use the SLA Management Information System (SLAMIS) Booking Tool to effectively manage available SLA, including for the Moving In and Out of occupants when they arrive and depart. The booking tool has been designed to allocate SLA in accordance with the policies below, while allowing sites the flexibility to ensure the best use of SLA and that bed spaces are fully utilised within the policy limits of commute/distance from duty station. Where SLAMIS confirms that there is insufficient SLA, units in consultation with their respective Chains of Command and DIO as appropriate are responsible for providing substitute accommodation which broadly reflects the equivalent eligibility to SLA.

5.4.3 Single or Unaccompanied Personnel

The allocation of SLA to single or unaccompanied personnel is a matter for local regulation at the discretion of the Local Service Commander. Ordinary eligibility for SLA by type should be followed as a guideline regardless of single or unaccompanied status.

5.4.4 SLA Occupancy less than three nights per week

Where occupancy is routinely less than three nights per week, to support more efficient use of the SLA estate, units may require SP to remove their belongings from the SLA on nights when they are residing elsewhere and should consider provision of storage where possible. Units should only do this when it will improve efficient usage of the SLA estate and may allow SP to keep their belongings in the room if there is sufficient SLA for all entitled SP and, therefore, permanent occupancy is not driving a requirement for SSSA.

5.4.5 Separation of sexes in accommodation

5.4.5.1 Sole occupancy SLA Types SO, JO, OC, S and Z

Where single room ensuite SLA is provided a mix of sexes is permissible. Where ensuite SLA is not available, but toilet and washing facilities are provided in separate rooms where each single-user facility is in a separate room the door of which is capable of being secured from the inside, mixed-sex accommodation areas are permissible.

5.4.5.2 Multi-occupancy SLA Types X and Y

The decision for sharing of multi-occupancy rooms between individuals of different sexes is delegated to the Front-Line Commands (FLC). If FLCs are considering whether mixed sex or single-sex occupancy is appropriate, they are advised to consult with their D&I representative and/or LEGAD for guidance.

5.4.5.3 Trans inclusive SLA allocation

Persons who have the protected characteristic of gender reassignment are strongly encouraged to discuss any accommodation requirements with their Chain of Command to ensure they are best supported, and their circumstances are handled sensitively. The Chain of Command should consider any concerns raised by parties sharing the facilities and/or accommodation and are strongly encouraged to contact their LEGAD and/or sS D&I Team to discuss the most appropriate provision.

A. **Contingency Plans**. Phase 1 Trg Establishments, in conjunction with inclusion staff, should consider how to appropriately and sensitively support trans and gender diverse recruits.

5.4.6 Under 18 Service personnel

Engagement with those who have parental responsibility for the SP is encouraged, subject to receiving the appropriate consent to engage from the SP. For Ph1 Trg establishments, this engagement can be particularly effective during pre-training familiarisation visits or bespoke visits.

5.4.7 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.

5.4.8 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. For a detailed description of what constitutes a key worker, please refer to the Civilian UK Relocations Policy.docx.

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. 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.

New post incumbents 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.

5.4.9 Allocation of SLA above and below eligibility

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

A. The Officers' Mess where there may be a mix of Senior Officer and Junior Officer SLA.

B. Other ranks accommodation where there may be a mix of Z, Y and X SLA.

Where SLA is segregated between Other Ranks, SNCOs and Officers, 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 Other Ranks in SNCO or Officers SLA, or SNCOs in Officers 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.

5.4.9.1 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.

5.4.9.2 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, Service 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.

5.4.9.3 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 they will be given a room below eligibility if available. As a general guideline, once the accommodation below scale has been allocated, Service 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.

5.4.10 Guidance for the Temporary Allocation of SLA during periods when upgrade 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 of upgrade works. Local Service Commanders should consider the provision of temporary SLA in the following order:

A. Re-allocate SLA at current station.

B. Re-allocate SLA at other MOD locations within 10 miles.

C. Re-accommodate in surplus SFA 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.

F. Re-accommodate in hotel/B&B accommodation for periods less than 6 months.

G. Provide temporary accommodation units on site.

The temporary SLA provided should be in accordance with the Defence Minimum Standard. Individuals will pay the accommodation charge for the Type and Grade of SLA room which they temporarily occupy.

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.

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.

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.

For individuals accommodated at an establishment other than their own, 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.

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

5.5 Moving into SLA

5.5.1 Unit responsibilities

Units are responsible for moving personnel into SLA in accordance with JSP 456 Volume 1 Chapter 7 and local Standing Orders/Instructions. With the exception of sites where the TLB has agreed an exemption, units are to use the SLAMIS Booking Tool to maintain an accurate record of occupants, including move in and move out dates.

5.5.2 Certificate of Occupation

At the time of move in, the unit completes the Certificate of Occupation of SLA in consultation with the Service person. The Certificate is used if they are occupying single room SLA on a permanent basis, and (at the Service's discretion) if they are moved into transit or temporary accommodation and Type Y and X SLA. The Certificate ensures that

the Unit and the Service person agree a full inventory check of the accommodation including a record of the condition of the furniture, fixtures, fittings, and decorative state. At move out, this record will identify any damage which has occurred during the period of occupation, some, or all of which might be charged to the Service person as damages (see 'Dilapidations' below).

5.5.3 Grade for charge

Units should ensure that Service personnel are informed about the grade for charge of their accommodation when they move in (and any subsequent changes as a result of a 4 Tier Grading Board). Units should also ensure that Service personnel are informed that they have a period of up to three 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.

5.6 Rules of occupation

5.6.1 Responsibilities

Rules for daily living in SLA are set by the Local Service Commanders in accordance with single Service policies and are to be published in local Standing Orders/Instructions as appropriate.

5.6.2 Cohabitation

Cohabitation is not permitted in SLA or substitute SLA equivalents.

5.6.3 Visits to SLA

A. **Visits to all personnel**. Service personnel may have guests for short periods, the duration of which is for local regulation at the discretion of the Local Service Commander but should not usually exceed seven days. If Service personnel abuse local regulations on visits from guests, they may forfeit their entitlement to such visits at the discretion of the Local Service Commander. Any visitors should not visit more than 28 days (aggregated or continuous) in any 61-day period.

B. **Visits to unaccompanied personnel**. If Service personnel are serving unaccompanied in SLA and substitute equivalents (and in receipt of unaccompanied allowances), they may have their spouse/civil partner/partner/family visit for no more than 28 days (aggregated or continuous) in any 61-day period. If Service personnel permit spouse/civil partner/partner/family

visits for more than 28 days in any 61-day period, they 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.

5.6.4 Temporary absence from SLA

If Service personnel expect to be temporarily absent from their accommodation for more than 3 weeks, they 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.

5.6.5 Smoking/vaping in SLA

All public indoor spaces and private rooms in SLA are non-smoking, including vaping. This reflects UK law and MOD policy.

5.6.6 TV Licence

Occupants of SLA are responsible for purchasing an appropriate television licence if they intend to install or use (or intend to use) a television receiver for the purpose of receiving or recording television programme services.

5.6.7 Broadband/Wi-Fi

Occupants of SLA are responsible for paying for broadband / wi-fi connection required for private purposes. The rules governing access and payment for publicly funded broadband / wi-fi provision are out-with these regulations.

5.6.8 Satellite Dishes

If permitted, the installation of satellite dishes is arranged by the Local Service Commander, with expenses billed to the Service person or for group use. Service personnel may not install or organise installation of their own satellite dish.

5.6.9 Decoration

Service personnel must obtain permission in advance of re-decorating their room and should choose from a selection of neutral colours set by the Local Service Commander. Before vacating the room, Service personnel will be required to return their living space to its original colour at their own expense. If Service personnel live in new build SLA (and

particularly builds where the responsibility for maintenance lies solely with the contractor) they may not be permitted to re-decorate.

5.6.10 Removal of Room Furniture

Service personnel are permitted to add personal furnishings to their room. Subject to the availability of storage space, furniture provided with the room (but not fitted furniture, fixtures, or fittings) may be removed from the accommodation to allow Service personnel to use their own furniture. In these cases, the SLA charge will not be abated for reduced provision of furniture items. Before vacating the room, the Service person will be required to return the original Defence Accommodation Stores furniture to their room at their own expense.

5.6.11 Cooking in SLA bedrooms

To maintain fire safety and minimise deterioration to the fabric of buildings, food and snacks must only be prepared and cooked in the spaces designed for this purpose. Any form of cooking or heating of food is not permitted in bedrooms. Use of kettles and hot beverage makers of a similar size is permitted.

5.6.12 Food storage in bedrooms

Service personnel may store reasonable amounts of dried food and snacks, drinks, and canned foodstuffs in bedrooms. Fresh foodstuffs should only be stored in the fridge provided in the utility/snack preparation areas. Service personnel are not permitted to have large domestic-style fridges or fridge/freezers in their bedrooms, but small drinks fridges/cooling cabinets are permitted. Local Service Commanders will set out clear local guidelines on the cooking and storage of food in SLA.

5.6.13 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. Service personnel may apply for the use of a garage within the establishment in accordance with local instructions and on payment of the appropriate garage charge which is promulgated by People AF Remuneration in the annual ‘Pay Letter.’

5.6.14 Electric vehicle charging

Service personnel are not permitted to charge their electric or plug-in hybrid vehicles from a garage or any other domestic three-pin supply. Only authorised charging points may be used to charge vehicles. The owner / vehicle user is responsible for any charges associated

with the charging of an electric or hybrid vehicle. If there is no method of paying at the point of use or any other way of establishing the cost of the power used (e.g., if the charging point is separately metered), electric vehicle charging points are not to be used.

5.6.15 Storage of privately-owned firearms in SLA

Service personnel are not permitted to store privately owned firearms (including shotguns) and ammunition in SLA. See JSP 440 for further information about storage of privately-owned weapons.

5.6.16 Pets in SLA

All Service Personnel can request to keep domestic pets in UK based SLA provided that the following conditions are met:

A. Service personnel must seek the prior written consent of the Head of Establishment/Local Service Commander should they wish to keep domestic pets in their SLA. A Head of Establishment/Local Service Commander must not unreasonably withhold or delay a written request from the Service person without considering the request on its own merits. The Head of Establishment/Local Service Commander should accept such a request where they are satisfied the individual 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. The Head of Establishment/Local Service Commander is to establish clear guidelines including any health and safety matters, using JSP 375 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, Service personnel 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 and cats.

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.

G. Service personnel must have proven alternative pet care arrangements in place in the event of deployment, exercise, or training, either planned or short notice. If the alternative care arrangements are someone else who resides in SLA, the alternative carer must have also received approval from the Head of Establishment/Local Service Commander for that specific pet.

H. Pet owners are responsible for upholding all aspects of the regulations laid out in Animal Welfare Act (2006), particularly the duty of person responsible for animal to ensure welfare.

5.6.16.1 Grounds for refusal

The following are suggested reasons for Service personnel being refused permission to keep a pet in their SLA. This list is not exhaustive, and the Head of Establishment / Local Service Commander retains the right to deny or rescind permission for any legitimate reason. The Head of Establishment / Local Service Commander must publish all reasons for refusal in standing orders.

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).

If there are concerns for the wellbeing of the animal.

If the request is from an individual living in a multioccupancy room.

Individuals in Phase 1 or Phase 2 training.

If there is a Service person with a declared allergy who lives in the proximity.

If there is a Service person in the vicinity who is uncomfortable with living near a pet e.g., for religious reasons or phobias.

5.6.16.2 Pet owner's responsibilities

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. Pets must not be left unattended for more than 8 hours or as stipulated in the Animal Welfare Act (2006). A Head of Establishment / Local Service Commander should take steps to accommodate written requests from responsible Service personnel with pets.

The number of pets that an individual can apply to have in their SLA remains at the discretion of the Head of Establishment / Local Service Commander.

5.6.16.3 Prohibited pets

The following pets are prohibited from SLA due to health and/or 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.

D. Insects or arachnids.

E. Rodents, except rabbits.

F. The Head of Establishment/Local Service Commander reserves the right to deny an application for any pet deemed unsuitable for the accommodation which the individual occupies.

5.6.16.4 Legacy pets

No new applications for pets on the prohibited pets list are to be considered. 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 Service personnel must be prepared for their next unit to deny permission to keep this pet.

5.6.16.5 Complaints

If permission to keep a pet is not granted/is rescinded, individuals may appeal to the Head of Establishment/Local Service Commander, once reviewed the Head of Establishment / Local Service Commander 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.

5.6.17 Dilapidations

Service personnel are liable under the Service Acts for damage and loss, other than by fair wear and tear and Acts of God, caused to their SLA. SP are liable for damage and loss to any fixtures, fittings, furniture, and furnishings by negligent or wilful or accidental acts, or that of their pets or their invited visitors or their pets.

Service Regulations may set a limit on a Service person's financial liability for such damage. If consultation between the Service person and the unit's accommodation staff does not resolve the case, the staff may consult the Local Service Commander for final judgement. The Local Service Commander may base their judgement on the findings of a Board of Inquiry, which they may convene to investigate the circumstances of the damage.

Guidelines for the assessment of charges for damage to MOD furniture and furnishings are contained in JSP 384. Current single Service Regulations will apply to raising debit vouchers.

5.7 Moving out of SLA

5.7.1 On notification of move-out

5.7.1.1 Occupant responsibilities

Service personnel are responsible for notifying their unit (Presiding Mess Committee/Mess Manager/ Quartermaster/Accommodation Cell) when they no longer require their SLA and advising them of the expected date of move out.

5.7.1.2 Moving from one room to another

Service personnel must ensure that they seek the agreement of the Mess Manager/Accommodation Cell/Block Custodian as appropriate before making arrangements to move rooms.

5.7.1.3 Certificate of Cessation to Entitlement to SLA

If Service personnel require a certification of cessation of entitlement (See JSP 464 Vol. 2) to assist them with seeking social housing on expiry of their entitlement to occupy SLA/Substitute Single Service Accommodation, the Unit Admin Officer is to issue this to them. Service personnel should request the certificate, and it should be issued at least 6 months before they lose their entitlement so that they can make appropriate arrangements.

5.7.1.4 Pre-move-out advisory visits

Units may conduct Pre-Move Out Advisory Visits at the discretion of the Local Service Commander. The purpose of a Pre-Move Out Advisory Visit is to assess the condition of the accommodation, identify any requirement for remedial works once the Service personnel have moved out, advise them as to their potential liability for damages, and to agree when a move out is to take place.

There is no fixed period when a Pre-Move Out Advisory Visit should take place, but they may be arranged up to two months before the expected date of departure.

5.7.2 On move-out

The unit is responsible for ensuring that a move out takes place when Service personnel vacate accommodation in accordance with local Standing Orders/Instructions.

5.7.2.1 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 a negligent, wilful, or accidental act, or that of pets, invited visitors and their pets, action may be taken by the unit to recover barrack damages from the Service person.

5.7.3 Reallocation of vacated SLA

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 the Service person, or to move them temporarily to alternative SLA at the discretion of the Local Service Commander.

5.8 Retention of SLA

5.8.1 Short detachments

If Service personnel are detached on short courses or other temporary duties of up to six months, they may retain their SLA at their Duty Station and also occupy accommodation at the location of the detachment. Service personnel may leave their possessions in the permanent accommodation and can return to their permanent accommodation during and on completion of their detachment.

5.8.2 Operational deployments

Single Service unit regulations cover the retention of accommodation during deployment on operations. These consider the accommodation type, the local demand for

accommodation, and local instructions relating to the security of the accommodation and Service personnel's possessions. If Service personnel occupy SLA Types SO, JO, S and Z, they should expect to return to their accommodation after the deployment, unless they are posted. If Service personnel are deployed on operations, they should not pay SLA charges for accommodation retained at their peacetime location, although they would remain responsible for associated charges such as telephone lines.

5.8.3 Storage of possessions

There may be a requirement for Service personnel to box their possessions prior to 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, Service personnel may, at the discretion of the Local Service Commander, be required to vacate their SLA and store their possessions under local unit arrangements.

5.9 Defence Minimum Standard (DMS)

See JSP 464 Vol. 2 for the DMS Assessment form.

5.9.1 Applicability

All SLA, excluding the training estate.

5.9.2 Definitions

5.9.2.1 Facilities Condition Management Grade

The block must achieve an average Facilities Condition Management grading of three.

5.9.2.2 Safety and Compliance

The room must pass standard safety and compliance standards as set in law and must always achieve these standards.

5.9.2.3 Thematic Assessment

A. **Adequate Lighting**. Assessment must consider all living areas as well as accommodation access/egress points. Lighting must be appropriate and functional. All bedrooms must have an external window as well as having sufficient artificial light including that appropriate for a desk/workstation. All other living areas must have adequate artificial lighting as minimum. Security lighting must be provided both

to facilitate routine movement to and from access/egress points. All external entrance and exits to accommodation must be lit.

B. **Security**. Assessment must consider the security of the accommodation building, individual rooms, and any allocated storage areas. The accommodation building must be protected from access from unauthorised persons. Individual rooms must have the ability to be locked and secured by occupant(s). Reasonable protection must be provided for occupants' personal and work possessions, kit, and equipment, including the ability to individually secure possessions when accommodated in a multioccupancy room or when allocated storage is provided outside of the bedroom.

C. **Water Supply and Drainage**. Assessment to consider hot and cold water and associated drainage systems. All occupants must be provided with access to hot water for washing and cold water for drinking. This should be within the accommodation building unless provision is temporary due to repairs in progress or awaited within the maintenance contract. Water supplies should be tested at regular intervals to confirm and ensure potability. Systems for both foul and surface water drainage must be functional.

D. **Windows and Ventilation**. Assessment must consider all living areas and communal rooms, including ablutions. All residential and other accommodation provided is appropriately ventilated naturally or mechanically. Upper floor windows must have appropriate safety features, with ground floor windows having appropriate security features. Bedrooms must have natural light. Ablutions must have sufficient ventilation. Where snack preparation areas are provided, sufficient ventilation must be provided. All living areas must be free from damp and mould.

E. **Thermal Comfort**. Assessment to consider all living areas including communal rooms. Rooms should be adequately heated to meet minimum Health and Safety requirements all year round. Heating should be reliable and repaired within a reasonable timeframe as specified in the relevant facilities management contract, with at least temporary replacements being provided within 24 hours.

F. **Ablutions**. Assessment to include all baths, showers, WCs, and hand washing provision whether provided as an ensuite or in a communal manner to support occupants. A shower, toilet and handbasin should be provided as part of the living accommodation as an ensuite. Where ensuite provision is not available, facilities must be within reasonable proximity to the living accommodation. Baths (where provided) and showers must allow privacy for a person. WCs and washing facilities must provide privacy. Separate toilet facilities by gender unless designed to be gender neutral are to be provided unless each WC is provided in a separate room intended for use by one person at a time, the door to which is capable of being

secured from the inside. Suitable hand washing facilities must be provided to support the WCs**.**

G. **Sleeping Provision**. Assessment specific to the bedroom or bed area in the case of a multi-occupancy room. Different genders must be accommodated in separate bedrooms. Bedrooms or bed areas must provide each person with a functional bed, wardrobe, and drawers as a minimum. Functional curtains or blinds must be provided to block out external light for sleeping and to ensure privacy.

5.10 Unavailability of SLA

5.10.1 Substitute single service accommodation (SSSA)

Where SLA is verified as unavailable, the Services (at Unit/Formation level, in accordance with single Service Regulations) may authorise the provision of fully furnished and equipped SSSA (there is no entitlement to furniture/equipment from Defence Accommodation Stores) which will be sourced, allocated and managed by the MOD Accommodation Agency Contractor.

5.10.2 Lodging allowance (UK Only)

If Service personnel qualify for SSSA but no SSSA is available, a Lodging Allowance can be authorised so they can make private arrangements to rent furnished accommodation from available housing stock that meets the standards to which they are entitled in accordance with standards in JSP 850. 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.

5.10.3 Appropriation of SFA as SLA

In locations where there is a shortfall of SLA but an excess of SFA, the Industry Partner Help Desk may authorise the appropriation of SFA as mess/barrack accommodation. This avoids the cost of funding SSSA. SFA appropriated as SLA should reflect the rules for the provision of SLA/SSSA within the maximum distance/commute from Duty Station.

5.10.4 University Halls of Residence

If a Service person studies full-time at university or educational establishment, they may occupy accommodation in the university halls of residence or equivalent. The MOD Contractor should administer this accommodation, but if this is not possible the Service person will pay for the accommodation directly and will be reimbursed by their unit pay office. Alternatively, budget managers can pay charges direct.

5.11 Substitute Single Service Accommodation (SSSA)

When there is insufficient Single Living Accommodation (SLA) to meet the demand or none is available, SSSA may be provided.

SSSA will be sourced from the commercial rental market by the MOD Accommodation Agency contractor. The arrangements for the provision of SSSA are 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.

5.11.1 Eligibility

For SSSA to be offered, the following criteria must be met:

A. SLA is not available at the time of requirement up to 45 minutes travelling time by public transport (60 minutes for London).

B. Service personnel should expect to occupy SSSA for a minimum of six months and spend no less than 4 nights each week in the accommodation.

C. They are single or serving unaccompanied.

D. They are awaiting allocation of SFA where no SLA exists, providing the waiting period is likely to exceed 6 months.

- Entitlement to SSSA will cease when Service personnel are allocated SFA at the permanent duty station.

5.11.2 Ineligibility

A. Personnel are not entitled to SSSA if they own/part own 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, unless the applicant cannot occupy the property because:

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

- The property is subject to an existing tenancy agreement and early termination would have financial penalties and or while the tenant eviction process is underway in accordance with the provisions of the Renters Rights Act.

If either of the circumstances above apply, personnel will be provided with SSSA for six months at which time the Non-Availability Certificate (NAC) will be reviewed. The privately-owned property is to be occupied as soon as it becomes habitable/vacant thereafter and will be treated as a mid-tour move with regards to allowances.

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

B. Service personnel will not be provided with SSSA if they already hold an SFA licence at the Duty Station where SSSA is being sought. If a Service person in PStat Cat 1 has a family occupying surplus SFA, and a Notice to Vacate is served, they will be required to serve accompanied.

5.11.3 Property entitlements and sharing rules

SSSA will replicate SLA eligibility criteria as far as possible.

5.11.3.1 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.

5.11.3.2 Junior Officers and Other Ranks

Junior officers and other ranks are required to share with others of the same gender and similar rank in multiple occupancy properties as detailed in JSP Vol. 2. Section 14.1. The following exceptions apply:

A. The single Service Accommodation Colonels may determine that the separation of genders in accommodation rule may be waived when applicants of

differing genders are willing to share SSSA and the respective Command has agreed that sharing should be permitted. Cohabitation is not permitted.

B. The single Service Accommodation Colonels 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, noting that sole occupancy to support family/children visits or to keep pets are not in scope for consideration of sole occupancy Requests for sole occupancy are to be staffed for approval prior to the submission of their SSSA application to the Substitute Accommodation Team.

5.11.3.3 Distance from duty station

Up to 45 minutes travelling time by Public transport or up to a 10-mile radius where there is no viable public transport at the discretion of the LSC (60 minutes for London).
When rented property is not available the MOD Contractor will seek approval to expand the radius until an appropriate property can be identified. The Substitute Accommodation Team will consult with the Service person's unit as necessary.

5.11.4 Retention of SSSA

If Service personnel are absent from their permanent Duty Station, they 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.

Service personnel may retain their SSSA beyond 61 days if authorised by a Commanding Officer, at least OF4 rank, on a budgetary and welfare basis.

To support the retention of SSSA, Commanding Officers must undertake and record an analysis of the full cost and welfare implications of the options and satisfy themselves that retention of SSSA is the most cost-effective solution to the MOD whilst meeting 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 if the Service person is deploying. Where Commanding Officers are below OF4 rank, approval must be sought through single Service Chain of Command to the single Service Accommodation Colonel.

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.

5.11.5 Charging

All personnel occupying SSSA in the UK will be debited accommodation charges and Contribution in Lieu of Council Tax as if they were living in Grade 2 SLA.

5.11.6 Allowances

Prior to occupying SSSA applicants may be eligible for Night Subsistence (NS) and when in occupation eligible for allowances such as Home to Duty Travel (HDT) and Food and Incidental Allowance (FIA) in accordance with JSP 752.

5.11.7 Application process

If Service personnel are informed that there is no SLA available at their new Duty Station, and they are provided with a Non-Availability Certificate, they should then complete MOD Form e1154.

The receiving unit is to send the Application Form on to the Substitute Accommodation Team who will conduct a policy coherence check. The Substitute Accommodation Team will annotate a Unique Transaction Number to provide accommodation to meet the requirement.

5.11.7.1 Application timings

An accommodation required date can be specified up to 2 working days prior to the assignment start date. Service personnel are required to submit the SSSA Application Form as soon as possible but no less than 27 working days prior to their accommodation required date to comply with the following:

A. Processing by receiving/administrative unit within 5 working days.

B. Transmission to and processing by Bde HQ (Army only) and onward transmission to the Substitute Accommodation Team within 5 working days.

C. Processing by the Substitute Accommodation Team within 5 working days.

D. Identification and showing of properties within 10 working days.

E. Notice of address within 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.

If an application is made less than 27 days prior to the accommodation required date, the MOD contactor will make every effort to provide accommodation by the required date. In this scenario, where accommodation cannot be provided by the required date, the MOD contractor will not be responsible for funding temporary accommodation.

5.11.7.2 Special and personal requests

Applicants may state personal preferences, requirements, and requests on their application for any reason. Applicants are encouraged to give context to their requests on their e1154 form, but it is not mandatory to do so.

Where a preference 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 applicants should speak with their chain of command before submitting the form. Geographical preference for ease of commute will be considered.

C. **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. If Service personnel keep pets in SSSA without approval, Letting Agents/Landlords may terminate the lease. Sharer bands cannot be allocated sole occupation to keep a pet.

D. **Smoking/non-smoking properties**. No provision will be made to source properties which permit smoking.

5.11.7.3 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 to confirm:

A. The accommodation requirements.

B. The required date and the applicant's availability to view the property.

C. Any personal preferences or specific requirements as previously authorised by the Substitute Accommodation Team.

5.11.8 Sourcing SSSA

5.11.8.1 The property

The MOD contractor is required to provide a property in accordance with strict criteria governing size, specification, rental comparable and distance from place of work. Service personnel may express a preference in respect to location but there is no guarantee that the contractor will be able to meet personal preferences. Properties will be verified by the Substitute Accommodation Team as meeting MOD's requirements before being shown.

5.11.8.2 Parking facilities

Outside urban locations, Service personnel should be provided with off road parking facilities. 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 resident's parking scheme/suitable on road parking within 500 yards is acceptable. This may also include provision of a season ticket/permit.

5.11.8.3 Property furnishing

The Service provider is to ensure that potential properties are furnished and equipped prior to move in, through regional subcontracted providers, to the minimum specification listed at JSP 464 Vol. 2. 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 Substitute Accommodation Team should be consulted.

5.11.8.4 Viewing of the property

A Service person (or their proxy) will be required to view 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.

Service 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 Service personnel will have no subsequent opportunity to redress. Accordingly, Service personnel should ensure that their proxy is dependable and fully understands their entitlements and any personal preferences they have. Proxies should only be used as a last resort.

5.11.8.5 Self-sourcing of SSSA

Service personnel are not permitted to self-source SSSA properties.

5.11.9 Moving in

5.11.9.1 Property Acceptance Certificate

On allocation of the property, Service personnel will be required to sign the Property Acceptance Certificate 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. 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 Property Acceptance Certificate. Failure to note discrepancies may negate later claims. The extent of any personal contribution is to be recorded on the Property Acceptance Certificate, a copy of which will be kept by the MOD contractor.

5.11.9.2 Licence to Occupy

The Licence to Occupy lays down the terms and conditions of occupancy. Service personnel sign the licence as well as the Property Acceptance Certificate, and by doing so they acknowledge they have read and agreed to conditions of the Licence to Occupy. In some cases, there may be a requirement to sign an addendum to the Licence to Occupy 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.

5.11.9.3 Move into the property

The MOD Substitute Accommodation Industry Partner 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. Service 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.

5.11.10 Rules of occupation

Any unauthorised sharing of the property is prohibited.

5.11.10.1 Subletting

If Service personnel are allocated SSSA, they are to occupy that property and are prohibited from sub-letting that property.

5.11.10.2 Redecoration

Service personnel are not permitted to alter the decoration of the interior of their SSSA property without the written permission of the MOD Contractor.

5.11.10.3 Changing bedrooms in shared properties

If Service personnel are occupying a shared property, they may only change their bedroom with the permission of the Substitute Accommodation Team following consultation with their Chain of Command and resubmission of the e1154. Only once a full inventory and condition check of the bedrooms has been undertaken by the MOD Contractor may the swap take place.

5.11.11 Change in circumstances

Any change in circumstances will require the submission of a new MOD Form e1154.

Service 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.

5.11.11.1 Promotion/reduction in rank

Where promotion or reduction in rank alters the entitlement to accommodation, occupants are to inform the Substitute Accommodation Team and their Chain of Command to determine whether a move to new accommodation would be appropriate. Consideration

should be given to the remaining length of appointment (if less than six months remain a move should not normally be authorised). Similarly, should an individual have served less than the initial six months tenancy a move should not normally be approved until after the six-month point bearing in mind the minimum notice period to vacate and any other mitigating Service factors.

5.11.11.2 Joined by a family member

SSSA occupants may have overnight visitors if available space allows and in the case of shared SSSA the other occupants agree. The visit is not to be more than 28-days in any 93-day period, whether aggregated or continuous. Entitlement for SSSA will cease on the 29th day. At this point Food and Incidentals Allowance will cease.

Non-family visitors should be accompanied throughout the visit by the Licensee. If personnel serving unaccompanied breach the visitor rules their entitlement to SSSA will cease and breaching the visitor rules, their entitlement to SSSA will cease and they will be required to apply for Service Accommodation within their entitlement.

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5.11.12 Mid-assignment moves for SSSA

5.11.12.1 Withdrawal of the Non-Availability Certificate

If the Non-Availability Certificate is withdrawn because of a review, Service personnel are to give the MOD contractor 40 days' notice to vacate the property. If SLA has become available, Service personnel are entitled to travel and unaccompanied baggage provisions to move from the SSSA to the SLA in accordance with JSP 752.

5.11.12.2 Early termination of the lease

If the Letting Agent/Landlord seeks vacant possession of the property Service personnel will receive 40 days' notice to vacate from the MOD contractor. They will be required to move to SLA (if available) or alternative SSSA provided by the MOD contractor prior to expiry of the notice period. Service 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.

5.11.12.3 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 Substitute Accommodation Team for authority for personnel to be moved to SLA (if available) or alternative SSSA. If approval is given,

Service 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 rehouse the Service person as quickly as possible. They 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.

5.11.12.4 Untenable shared SSSA

If the MOD contractor is unable to fill vacant bedrooms in shared properties. The Substitute Accommodation Team, 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, the Service person (or their unit) 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 arrange to re-house personnel prior to expiry of the notice period. Service 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.

5.11.12.5 Personal reasons

If Service personnel wish to move SSSA for personal reasons a case is to be made by the Unit Commanding Officer to the Substitute Accommodation Team for authority for them to be moved to alternative SSSA. If approval is given, they (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 arrange to re-house the Service person prior to expiry of the notice period. Under these circumstances they may, at their discretion, pass the costs of re-housing on to the Service person as they have requested the change of accommodation. There is no entitlement to travel and unaccompanied baggage provisions.

5.11.13 SSSA Costs

5.11.13.1 Costs falling to the unit

The following costs for SSSA properties will be charged to unit UINs by the MOD Contractor:

A. MOD Contractor's fees 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.

5.11.13.2 Costs falling to the Service person

Service personnel are 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 to be used. Under no circumstances should vehicles be charged using a standard 3-pin plug.

5.11.13.3 Payment of bills

Bills relating to the SSSA property should be paid as follows:

A. **Utility Bills**. If Service personnel receive bills, forward them to the MOD Contractor for payment. Failure to forward bills may result in inconvenience to individuals should utility companies' cut-off supplies. Where Service personnel have chosen a property, which is not self-contained or is part of a property occupied by another person, all utilities and Council Tax are to be included in the rent. If utility bills exceed the current MOD comparable for equivalent properties, MOD reserves the right to recover the excess charges from the Service person.

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 Substitute Accommodation Team) unconventional fuel/utility bills. Personnel are to pay the bill themselves then forward a copy of the bill, together with the Payment of Utilities Form in JSP 464 Vol. 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 or septic tank/cess pit emptying.

5.11.14 Service personnel assigned for periods under six months

On those occasions when SLA is not available for personnel who are assigned for periods under six months, Service personnel may be provided with accommodation through one (or more) of the following means:

A. Payment of Night Subsistence.

B. Provision of SSSA.

C. Payment of short-term Lodging Allowance.

It is the responsibility of the employing unit's Commanding Officer to determine the most appropriate method of providing accommodation for the Service person considering conditions of service, their individual circumstances, and budgetary considerations in accordance with JSP 752 and the following guidance:

5.11.14.1 Periods up to 30 days

For periods of duty up to 30 days Night Subsistence should normally be authorised. Night Subsistence may be authorised for periods more than 30 days when it is proved to be the most cost-effective option. Units should contact the Substitute Accommodation Team for guidance.

5.11.14.2 SSSA versus Night Subsistence

The most cost-effective solution between payment of Night Subsistence 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:

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

B. Total cost of SSSA (including utilities) for a possible six-month period + cost of Food and Incidentals Allowance for actual period of duty at new duty unit.

5.11.14.3 Short-term Lodging Allowance

Authority must be sought from the Substitute Accommodation Team for payment of Lodging Allowance.

5.11.15 Leaving SSSA

5.11.15.1 Notice to vacate

Service 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 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. If Service personnel fail to give 40 days (or the balance of 6 months where this is appropriate) notice of vacation for non-Service reasons, they 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.

5.11.15.2 Vacation of shared property

Who is responsible for allocating a vacated bedroom in a shared property depends on whether or not the sharing was by the choice of the occupant:

A. **Junior Officer and Other Rank Shared Property**. When one occupant vacates a shared property the MOD contractor will be responsible for allocating the vacant bedroom to other applicants. If there is insufficient demand to fill the vacancy the MOD contractor will notify the Substitute Accommodation Team 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:

- Finding a further sharer (the Substitute Accommodation Team may be able to help).

- Vacating the property and moving into alternative SSSA.

- Meeting any difference in rent themselves until a further occupant is identified.

5.11.15.3 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.

5.11.15.4 Move-out

Service personnel (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 Service personnel 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 is to be signed by the Service person and the MOD contractor's staff.

5.11.15.5 Issue Certificate of Impending Homelessness

The Unit Admin Officer is to issue the certificate of cessation of entitlement to occupy service accommodation and of impending homelessness 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 six months before cessation of entitlement to allow appropriate arrangements to be made

5.11.16 Further advice

Further advice on SSSA may be sought by contacting Service personnel's Unit Administrative Office or the DIO Substitute Accommodation Team.

5.11.17 SSSA Appeal Procedure

An applicant may raise an appeal of their allocation in the process as set out in these regulations. 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 Service personnel 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.

6 Forces Help to Buy Scheme

6.1 Overview

FHTB is designed to assist eligible SP to purchase a residence intended to be occupied as a home. A property for which FHTB has been claimed must be for the SP's own immediate occupation, or that of their immediate family. It is not permitted for the purchase of 'buy-to-let' properties, any other second property or to extend or modify a second property. Mobile homes, houseboats and caravans will not be counted as a first property for the purpose of this scheme.

FHTB will assist towards the balance of the purchase price taking into account, deposit, legal, surveyors, land registration and estate agents' fees, when buying a property for which a mortgage lender is willing to advance a mortgage. Approval for a FHTB advance is no guarantee that a mortgage lender will advance a mortgage. If deciding to advance a mortgage, those entities will consider the applicant's wider financial situation and may place restrictions on the amount of money an applicant can obtain through FHTB.

6.1.1 Linkage to Long Service Advance of Pay (LSAP)

If moving home, extending, or modifying a currently owned property as a result of extenuating family or medical circumstances, existing LSAP recipients may be able to apply for a new FHTB Advance, providing they meet all the qualifying criteria, but that loan will be abated by the outstanding balance of the previous LSAP loan.

6.1.2 Compatibility with other Government schemes

FHTB is not related to other Government funded Help to Buy schemes and may be used in conjunction with other government and shared ownership schemes.

6.1.3 Income Tax and National Insurance Contributions (NICs)

In accordance with ITEPA 2003 Section 180, Advances of Pay will attract an individual liability to tax (because such an advance is classed by HMRC as being a beneficial loan) if the total amount outstanding on this plus any other concurrent beneficial loans during a tax year exceeds £10,000 at any time. The amount liable to tax equates to the notional

interest that would have been paid by the recipient had they taken the loan from a commercial lender (a rate set by HM Treasury). Where applicable, tax is normally collected by adjusting the individual's PAYE tax code. Employee NICs are not payable on the FHTB total amount.

6.1.4 Definitions

6.1.4.1 Property Ownership

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

6.1.4.2 Terminal Benefits

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

6.1.4.3 Letting

For the purpose of this scheme an individual will be considered to be letting the property when they receive rent under a formalised rental agreement, as with a Short Term Let, a Short Hold Tenancy Agreement, a Holiday Let, rentals under the 'Rent a Room Scheme', or under any other formal tenancy agreement. Exceptions apply under Continued Ownership policy.

6.1.4.4 Relevant Authorities

For matters other than the FHTB Insurance Premium:

Defence Business Services
Military Personnel
FHTB Section
Centurion Building,
Grange Road,
Gosport,
Hants
PO13 9XA

Email: fhtb@dbspv.mod.uk

Tel – Internal:	94560 3600, Option 4
Tel – External:	0141 224 3600
Fax – Internal:	93844 2828/2506
Fax – External:	0239 270 2828/2506

6.2 Eligibility

Most UK Regular Service Personnel are eligible to apply for a FHTB advance provided they have completed 12 months Service from the date of enlistment and completed Phase 1 training. The following criteria applies:

A. **Notice to Leave**. They have not given notice or applied for early termination unless they have qualified for a terminal grant which is greater than the FHTB amount.

B. **More than 6 Months Service Remaining**. At the point of application, they must have more than 6 months remaining before termination from the Services. Alternate schemes with different criteria may be created for those leaving as part of an organised programme of redundancies; separate guidance will be issued in such cases.

C. **Warning for Discharge**. They are not under warning for discharge (RN), or Final Warning for discharge (Army and RAF).

D. **Commanding Officer approval**. They are considered suitable in all respects by their CO to receive a FHTB advance in accordance with the full Qualifying Criteria.

E. **Joint Medical Employment Standard (JMES)**. Eligible SP JMES grading is:

- **At, or above, the minimum standard** where single Service policy allows the SP to complete their current engagement without medical retirement/discharge action being undertaken. Unit HR staff are to confirm the applicant's JMES as stated on JPA. In cases where an applicant's medical deplorability standard is Medically Non-Deployable (MND), either permanent or temporary, certification from the UMO is required to endorse

that, at the time of application, any existing identified medical conditions are unlikely to lead to discharge from the Services.

- **SP undergoing medical retirement/discharge** action who are able to obtain a mortgage offer in principle, may make an exceptional case to DBS Mil Pers, PACCC. A FHTB advance is only likely to be granted in cases where terminal benefits due to the applicant will be available to facilitate full recovery of any outstanding balance.

- **SP downgraded due to pregnancy**. Those that have been downgraded due to pregnancy are eligible, but this must be evidenced by a JMES E grading of E6 or a copy of form Mat B1. Unit HR should check with their single Service Manning Authorities if they are in doubt.

- **Future Changes to JMES**. Irrespective of JMES grading, at the time of the FHTB application, the applicant is required to formally acknowledge that, should they later develop a medical condition which leads to their discharge from the Service, they will still be required to repay their FHTB advance.
  Exceptional cases to waive the recovery of the FHTB advance may be considered, following submission of casework to DBS Mil Pers PACCC.

F. **Commissioning from the Ranks**. Where an individual is Commissioned from the Ranks, they will retain their eligibility for FHTB if they had been eligible prior to their Commissioning.

G. **Re-entering Training**. Where an individual re-enters Phase 1 or Phase 2 training, having previously been on the Regular trained strength, they will retain their eligibility for FHTB if they had been eligible prior to re-entering training.

H. **Crown Debt**. A FHTB advance will not be permitted if a SP has an outstanding Crown Debt.

I. **Advance Limit.** Only one FHTB advance may be made over a Service persons career unless applying under the 'extenuating family or medical circumstances' clause.

6.2.1 Ineligible cohorts

Reservist and MPGS Service Personnel are not eligible for a FHTB advance

6.3 Qualifying Criteria

FHTB applications must be submitted in advance in order to seek approval prior to completion of the purchase or self-build. Retrospective claims will not be authorised unless extenuating circumstances exist for which DBS Mil Pers PACCC casework is required.

Should an applicant be found to have breached FHTB regulations, interest charges will be applied. The relevant Service authority will also consider whether administrative/disciplinary action is appropriate.

Use of a FHTB advance must meet the following the criteria:

A. **Occupation**. The property to be purchased or self-build is intended for the applicants own immediate occupation or that of their family. Alternatively, SP that fall into the following categories are expected to occupy the property at weekends and during periods of leave/stand-down (i.e. the property is not to be occupied by a third party):

- Single personnel.
- Both spouse/civil partners are serving members of the Armed Forces.
- SP who are serving overseas or in Northern Ireland.

B. **Qualifying Property**. A property purchased with the assistance of FHTB must meet the following criteria:

- The property to be purchased or self-build will be wholly or partially owned by the applicant, (including the purchase of shared ownership properties).
- The property to be purchased is not a mobile home, houseboat, or caravan.
- The property to be purchased, or self-build, will not be a dedicated business premises or residential accommodation with integral business premises, such as a shop with an upstairs flat.
- The property may be one that is purchased for renovation or as a conversion, either as part of a “Brown Field Site” or as an agricultural or commercial property conversion to residential accommodation. Planning permission for the conversion as well as permission for the change of use

must have been obtained and supports the application before a FHTB advance can be approved.

- The property to be purchased or self-build is situated in the UK or, for SP recruited in the Republic of Ireland (ROI) or of ROI parentage, the ROI.

- The property to be purchased is one on which a FCA authorised mortgage lender is willing to advance a mortgage. This applies even if a mortgage is not required; in these circumstances, a FHTB application would need to be supported by a surveyor's valuation report that demonstrates a mortgage would be available on the property.

- The property to be purchased or self-build is one on which the applicant has agreed to sign a Promissory Note agreeing to repay the FHTB advance. This will be forwarded to the applicant's solicitor once entitlement has been established. The Solicitor will forward this to the Service applicant prior to the payment of the FHTB. Failure to sign and return the Promissory Note will result in non-payment of the FHTB.

C. **Qualifying Conditions**. A FHTB advance may not be used:

- Towards the cost of furnishings and fittings.

- To extend, modify or improve a property already owned by the applicant unless they meet the extenuating circumstances criteria.

6.3.1 Nomination of purchased property status

For a FHTB advance to be granted, the property to be purchased must be declared on JPA by the applicant as either:

A. **A Residence at Work Address (RWA)**.

- Where the property is to be occupied as a RWA during a current assignment, the applicant must have an expectation of at least 6 months left to serve in that assignment and of themselves, or their family, occupying the property for at least 6 months.

- Where the property is to be occupied as an RWA during the applicant's next assignment, they must have received an Assignment Order, and the assignment must be within the next 6 months and for a minimum period of 6 months.

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

- Where the property purchased with the assistance of a FHTB advance is not occupied as a Residence at Work Address (RWA), the SP's immediate family, where applicable, are expected to occupy the property. SP will be expected to serve unaccompanied (VOLSEP) at their Duty Station.

- Should the SP be assigned within 50 miles of their property purchased with a FHTB loan, it is expected that the SP will occupy the property as an RWA for the duration of that assignment.

It is the responsibility of the applicant to ensure that the FHTB property is appropriately nominated as an RWA or SPR on JPA for the duration of the FHTB repayment period.

6.3.1.1 Dual Serving Couples

Where both spouse/civil partners are serving members of the Armed Forces, it is permissible to use FHTB to purchase an SPR where the current or next assignment would preclude both members of the couple from occupying the property as an RWA. The property is not to be occupied by a third party.

Should one or both members of a dual serving couple be assigned within 50 miles of their property purchased with a FHTB advance, it is expected that the SP will occupy the property as an RWA for the duration of that assignment.

6.3.2 Joint Purchase

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

6.3.3 FHTB advances where an applicant owns, or has previously owned, a property

No FHTB advance will be given for the purpose of purchasing a second property. If the SP owns a property at the time of application, that property must be sold before, or on the same day as, purchasing a new qualifying property using FHTB.

6.3.4 Extenuating Medical/Family Circumstances

SP may only apply for a FHTB advance to modify or extend a property they already own if one of the applicable medical or family circumstances below apply:

A. **Medical Conditions**. An existing medical condition has deteriorated, or a new medical condition has occurred since the purchase of the current property, and there are specific medical requirements to conduct modifications or requiring a move to an alternative property. Any application must be supported by evidence that the current property is unsuitable.

B. **Insufficient Bedrooms**. An application must be supported by evidence to this effect. In these circumstances an unborn child expected to be born, evidenced by a form Mat B1, may be counted as a member of the immediate family. The extenuating circumstances are:

- Additional dependent children since the purchase of the current property, including dependants of either the SP or their partner through marriage/Civil Partnership who have child dependants for over 80 nights.

- Dependent children, at the time the property was purchased subsequently reaching the age of 11 years and over.

C. **Additional Family Members**. Since the purchase of the current property, there is a requirement to accommodate, on a permanent basis, an elderly or disabled member of the close family. Any application must be supported by evidence to this effect.

D. **Divorce/Dissolution**. The SP was married/in a civil partnership at the time of the property purchase and that relationship has now ended, resulting in the recipient ceasing to be the legal owner of the purchased property (or proof that a transfer of ownership is imminent, for example, a Consent Order and draft completion statement). Where appropriate, this must also be supported by a change in the individual's PStat Cat on JPA. If the applicant remains the owner of the property, the advance can be transferred to a new property within 50 miles and the new property must be the RWA.

E. **Safety/Security**. Since the purchase of the current property exceptional safety or security issues have deemed continued occupation of the property unsuitable. Any application for FHTB must be supported by evidence from the Police, Social Services, or through an OT report.

6.3.5 Self-Build

Land with outline planning permission to build a suitable property may be purchased under the FHTB scheme provided that once habitable the property will be immediately occupied by the applicant and their immediate family. Once habitable the property must be wholly or partially owned by the applicant, and it must be solely residential accommodation.

Occupation should take place within 12 months of the full FHTB application approval and during the assignment which the FHTB advance was awarded. If circumstances change and it is looking unlikely that this requirement will be met, applicants should notify DBS Mil Pers, FHTB Section at the earliest opportunity so that they can decide a course of action.

The options to facilitate the build are:

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

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

6.3.6 Payment for Building Work

Any FHTB advance approved for extending a property may be paid to the builders direct on presentation of VAT invoices. If the applicant performs the work, payments of FHTB are to be limited to the cost of building materials necessary to complete the conversion. Receipted invoices are to accompany the claim.

6.3.6.1 Payments

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

6.3.7 Appeal of FHTB refusal through PACCC Casework

In the event that DBS Mil Pers, FHTB Section have refused an application for a FHTB advance and the applicant wishes to dispute this decision, they may do so through the routine DBS Mil Pers PACCC casework process. SP casework is to be submitted via unit HR staff to the DBS Mil Pers PACCC.

6.4 Loan Value

Eligible SP who meet all the eligibility and qualifying criteria can apply for a FHTB advance. The amount of an approved FHTB advance will be limited to the lowest of the following calculations:

A. 50% of gross basic pay including all forms of Recruitment and Retention pay, formerly specialist pay, excluding allowances.

B. £25,000.

C. The purchase price of a property, less:

- The mortgage amount offered.
- Incentives and discounts being offered.
- Shared ownership or Government Help to Buy schemes.
- Associated legal, surveyors and land registration fees.
- The cost of any repairs which are an explicit condition of a mortgage obtained.

In the case of Flexible mortgages, the “mortgage obtained” will be regarded as a maximum sum that may be borrowed under the flexible mortgage arrangements.

D. When the applicant is selling a property or has sold a property in the last 12 months, the difference between the mortgage secured and the purchase price of the new property, less:

- Capital realised from the sale of the previous property.
- Incentives and discounts being offered.
- Shared ownership or Government Help to Buy schemes.
- Associated legal, surveyors and land registration fees.
- The cost of any repairs which are an explicit condition of a mortgage obtained.

In the case of Flexible mortgages, the "mortgage obtained" will be regarded as a maximum sum that may be borrowed under the flexible mortgage arrangements.

E. If the applicant already has a FHTB advance or a LSAP loan that they have not yet repaid in full, the amount of the new FHTB advance granted in extenuating circumstances, will be abated by the outstanding balance of the previous loan/advance.

F. In the case of an applicant buying equity in an already owned property, the amount of mortgage obtained on behalf of the applicant in order to purchase a share in the property. On completion of the transaction the applicant must own a portion of the property.

6.4.1 Changes in amount of FHTB.

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

6.5 Letting, Sale and Remortgage of Properties

6.5.1 Permission to Let

Any letting of the FHTB property prior to receipt of appropriate approval will be considered a breach of regulations. Interest charges will be applied and the outstanding FHTB advance may be recovered in full.

6.5.1.1 Property purchased as an RWA

Following initial occupation of the property by an applicant and/or immediate family,(see para 6.3.1), FHTB claimant on permanent assignment to a duty station greater than 50 miles from their FHTB property, including overseas/Northern Ireland, may apply to their CO for permission to let that property.

For the duration of their next permanent assignment to the UK, they will not be permitted to let the property out. They or their immediate family are required to occupy the FHTB property.

The application to let is to be supported by the CO *and* *JPA Form E035d (Permission to Let Application)* ,accessible via MOD asset only, submitted to DBS Mil Pers, FHTB Section for authority. Letting must not commence prior to written authority being granted by FHTB Section.

SP are to guard against entering into rental agreements with fixed terms, particularly beyond the period of the current assignment. An inability to reoccupy the FHTB property as a result of a tenancy agreement will not constitute reasonable justification in any DBS Mil Pers PACCC casework.

6.5.1.2 Property purchased as a SPR

It is expected that SP purchasing a property as a SPR will return to the property at weekends/periods of leave. It will not be permissible to let a property purchased as a SPR for the duration of the assignment in which the property was purchased, or next assignment if purchased ahead of a known assignment.

After this initial period, there may be circumstances that will preclude a SP from returning to a SPR at weekends/periods of leave and letting the property will be permitted:

6.5.1.3 Assignment Overseas following the initial assignment period

Where a SP is permanently assigned overseas after the duration of the assignment in which the property was purchased, or next assignment if purchased ahead of a known assignment, it will be permissible to let the FHTB property for the duration of that assignment.

6.5.1.4 Extenuating Circumstances

Where, following a subsequent assignment, an individual's circumstances change, a SPR occupant can apply to let the property purchased with a FHTB loan; examples of such circumstances include:

A. Current assignment has made regular weekend travel to the SPR unreasonable or impracticable due to the cumulative impact of factors such as journey time, travelling distance, transport availability, Service commitments, working patterns.

B. Family circumstances have changed.

C. An individual who purchased a property in preparation for leaving the Service subsequently extends their service.

6.5.1.5 Service Couples

In the event that both SP are subsequently assigned to a duty station in excess of 50 miles from the FHTB property, they will be permitted to let the property without DBS Mil Pers PACCC casework being required. They must notify DBS Mil Pers, FHTB Section using JPA Form E035a prior to committing to a letting agreement.

Subsequent assignments more than 50 miles from the property will require the submission of casework to the PACCC for authority.

If one SP is assigned within 50 miles of the property, they will be expected to occupy their property as a family and will lose their entitlement to SFA for the duration of that assignment. If one of the Serving couple is entitled to tied accommodation within 50 miles they may occupy the tied accommodation unaccompanied in lieu of SLA.

6.5.1.6 Northern Ireland/Overseas based personnel

Where SP assigned overseas or in Northern Ireland at the time the property was purchased choose to maintain their entitlement to SFA/SSFA, they will be expected to occupy the property purchased or extended with the assistance of FHTB at weekends and/or during periods of leave. For the duration of their next permanent assignment to the UK, they will not be permitted to let the property out; either they or their immediate family are required to occupy the FHTB property.

6.5.1.7 VCDS 45-Minute Travel List

Following initial occupation of the FHTB property, the SP, within 3 months of taking up a permanent assignment to a position in London and where their appointment is on the VCDS 45-Minute Travel List, may apply for permission to let a property purchased or modified with the aid of FHTB where the property would be outside the 45-minute travel time.

6.5.2 Letting and Interest Charges

If letting is approved, interest charges will be levied at the HMRC Official Rate. Charges will be calculated monthly by DBS Mil Pers, FHTB Section and debited on the claimant's pay account.

The interest charge is calculated on the amount of the FHTB outstanding at the end of each month. Reducing monthly charges therefore occur and will be shown as a monthly charge on the claimant’s pay statement.

If a claimant elects to include the amount of such interest paid to MOD in an Income Tax return, a statement of interest paid will be forwarded to the HMRC by DBS Mil Pers, FHTB Section on receipt of a written request.

6.5.3 Commencement or Termination of Letting

A letting must be reported immediately to DBS Mil Pers, FHTB Section through the claimant's parent unit on a Permission to let form (JPA Form E035a).

When the property is no longer being let, this must be reported immediately to DBS Mils Pers, FHTB Section, through the claimant's parent unit using a Change of Personal Circumstances Form (JPA Form E035a).

Where notification is delayed, a written explanation should be provided. A delay of more than 3 months in reporting the cessation of the letting may preclude a full refund of interest charges because of the tax consequences associated with property letting and the declaration of interest to HMRC.

6.5.4 Sale of FHTB Property

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

Failure to report the sale or disposal of the property or, if appropriate, to repay the outstanding balance immediately, will be regarded as a breach of the regulations and will result in interest charges being levied against the outstanding balance from the date on which the sale took place.

In circumstances of foreclosure, the balance of the FHTB advance will be recovered from the capital released on resale.

6.5.5 Transferring a FHTB Balance

6.5.5.1 RWA Properties

If for Service reasons the SP is reassigned more than 50 miles from that property, the outstanding balance may be transferred to a new property if the following criteria are met:

A. The new property meets the qualifying criteria.

B. The new property is bought within 6 months of selling the previous property. If the transfer is not completed within 6 months, the outstanding balance must be repaid in full.

6.5.5.2 SPR Properties

If the SP has received a new assignment or next assignment if purchased ahead of known assignment, the outstanding balance may be transferred to a new property if the following criteria are met:

A. Circumstances now preclude an SP from returning to this SPR at weekends/periods of leave. *(SP may make an exceptional case to DBS Mil Pers, PACCC).*

B. The new property meets the qualifying criteria.

C. The new property is bought within 6 months of selling the previous property. If the transfer is not completed within 6 months, the outstanding balance must be repaid in full.

6.5.5.3 Joint purchases

Joint purchases made with other FHTB users where one SP wishes to transfer may also do so provided they meet the relevant criteria as above.

6.5.6 Increase in Mortgage Loan

In circumstances when a recipient of FHTB wishes to re-mortgage in order to raise additional capital, the SP must notify DBS Mil Pers, FHTB Section prior to taking any further advance of monies against the property.

The SP is to provide either a copy of the valuation for the re-mortgage or confirmation from the lender that they are willing to lend the additional monies without requiring a formal revaluation or a copy of the mortgage offer in lieu of a valuation report. The sum of the mortgage/s plus FHTB is not to exceed the value of the property. If the sum exceeds the value of the property the FHTB must be repaid in full.

6.5.7 Change of Mortgage Provider

In circumstances when a recipient of FHTB wishes to re-mortgage in order to change their mortgage provider, for example to benefit from a lower interest rate, and does not increase the actual value of the outstanding mortgage loan, a direct transfer of FHTB capital may take place.

6.5.8 Second Mortgage

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

6.5.9 Refund of Legal Expenses (RLE) for Purchase and Sale of Property

FHTB claimants may also be eligible for RLE in accordance with JSP 752. If RLE is claimed, only those expenses which are not refunded under RLE regulations will be taken into account in calculating the amount of FHTB payable.

6.6 Entitlement to Defence accommodation

If an individual chooses to purchase a property using a FHTB loan and the property is within 50 miles of the current assignment location (or next assignment, if already confirmed) then they will not be entitled to either SFA or SLA at that location.

If the purchased property is located more than 50 miles from their current assignment location, they will be entitled to use SLA but not SFA/SSFA.

If, after purchasing a property, subsequent assignments are more than 50 miles from the purchased home, personnel will again be entitled to SLA and SFA (and their substitute equivalents). However, if any subsequent assignment is within 50 miles of the purchased property, entitlement to SLA and SFA will again be relinquished, and the individual will be expected to live in their own property.

Personnel granted a FHTB advance for a self-build property are required to occupy that property within 12 months of the FHTB approval, at which point their entitlement to SFA at their parent unit will cease.

Personnel granted a FHTB advance for a property whose renovations render occupation impracticable, will be permitted to retain their SFA until completion of those renovations for up to 6 months on production of appropriate evidence of such renovations to Unit HR.

Personnel can apply for SFA at their parent unit once their FHTB advance is fully repaid.

6.6.1 Personnel assigned within 50 miles of a property which they have purchased or extended with the aid of a FHTB advance

Whether designated as an RWA or SPR, SP are disqualified from occupation of SFA/SSFA or SLA/SSSA, except in the following circumstances:

A. On the outcome of a successful welfare application, their Local Service Commander is satisfied that the property remains beyond a reasonable daily travelling distance.

B. They are entitled to occupy SFA by virtue of their appointment.

C. They are separated from their spouse/civil partner who continues to live in the property purchased, or extended, using a FHTB advance and would be entitled to SFA because of their personal circumstances.

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

A. Maintain their entitlement to SFA/SSFA and delay the occupancy requirements of FHTB until their next permanent assignment in the UK.

B. Fulfil the occupancy requirements of FHTB alongside the impact this has on their entitlement Service accommodation.

6.7 Changes in Personal Circumstances

6.7.1 Transfer of FHTB to a Second Qualified SP

In the case of early termination or a change of personal circumstances the outstanding balance of the FHTB may be transferred from the original applicant to another eligible member of the Services.

For such a transfer to be made, the Service person to whom the FHTB is to be transferred, ‘the transferee’, must qualify in all respects for a FHTB advance. In addition, the transferee must own, solely or jointly with the original recipient, the property in question on the date of early termination or change of personal circumstances of the original recipient.

The transferee must complete a JPA online application and complete the normal application process. The existing mortgage lender will also have to be informed that the FHTB advance has been transferred.

Under this arrangement, the transfer may be completed as a paperwork exercise subject to the prior written agreement of the transferee and original recipient and no money need change hands.

The new FHTB will be granted to the transferee on the same terms as the original FHTB subject to the new termination date not being earlier than the original applicants.

6.7.2 FHTB during Career Breaks (CB) and Secondment

No new claims for FHTB will be admissible during the period of any CB or a secondment. Any applications submitted, but not paid, prior to the CB or secondment start date will be honoured provided all other eligibility criteria are fully met.

FHTB repayments will not be deducted from the SP's salary for the period of the CB, except when full payment of the FHTB will not be made before a service person's termination date. The insurance premium must continue to be paid through private means for the duration of the CB.

6.7.2.1 Career Breaks

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

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

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

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

6.7.2.2 Secondment

SP in receipt of FHTB prior to secondment must continue to make their FHTB and insurance premium payments throughout the period of secondment. Such repayments cannot be made via pay accounts and will need to be made through private arrangements agreed in advance with the DBS Mil Pers, FHTB Section.

6.7.3 FHTB during Armed Forces' Occupational Maternity Scheme (AFOMS), Armed Forces' Occupational Shared Parental Leave Scheme (AFSPLS) and Armed Forces' Occupational Adoption Leave Scheme (AFOALS)

Applications submitted but not paid prior to taking either AFOMS, AFSPLS, or AFOALS, will be honoured provided all other eligibility criteria are fully met.

While Statutory Maternity Pay (SMP)/Additional Statutory Paternity Pay (ASPP) is paid, FHTB and insurance premium repayments will continue to be made through the SP's salary.

When SMP/ASPP is no longer payable, the FHTB advance monthly repayment will be suspended. The FHTB insurance premium will need to be paid through private means. For further details, please refer to JSP 760.

Repayment options are available, however, should the SP not return to duty following AFOMS, AFSPLS or AFOALS, any outstanding FHTB balance will be recovered from final salary and terminal benefits. Any balance remaining thereafter will be converted to a Crown debt and recovered accordingly.

6.7.4 Transfer between Services

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

6.7.5 Application for Early Termination, or Transfer to a Shorter Engagement

Service Personnel seeking early termination of Service, or transfer to a shorter engagement, must contact DBS Mil Pers, FHTB Section without delay to discuss and agree repayment of any outstanding FHTB advance. It is the responsibility of the claimant to ensure satisfactory repayment arrangements are agreed prior to their Engagement Expiry Date or discharge from Service. Failure to engage with DBS Mil Pers, FHTB Section, or to agree acceptable repayment arrangements, may delay approval of release or transfer until the outstanding FHTB liability has been resolved.

Personnel in receipt of FHTB should only be granted early termination or transfer to a shorter engagement if the FHTB has been repaid in full, or if they have made acceptable arrangements to repay the FHTB in full prior to their Engagement Expiry Date. Prior to the approval of an Early Termination Application, the CoC and the claimant are to be aware of the FHTB implications, and the SP is to inform DBS Mil Pers, FHTB Section of the proposed

repayment schedule. Any proposal to continue repaying the FHTB after discharge from the Service will not be accepted. Proposals for repayment of a FHTB balance may include:

A. An immediate lump sum payment.

B. The commencement of deductions from pay, or the increase of existing deductions from pay, prior to release.

C. The recovery from any immediate terminal benefits which may be due. Should an individual wish recovery to be made from their terminal benefits, they must instruct DBS Mil Pers in writing to do so. Instructions should be sent to:

Payroll,
Glasgow: Mail Point 320,
Kentigern House,
65 Brown Street,
Glasgow,
G2 8EX

D. The transfer of the outstanding balance to another SP.

6.7.6 Other Service Debts

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

6.7.7 Premature Discharge or Release on Disciplinary or Administrative Grounds

If an FHTB recipient is discharged or released prematurely on disciplinary or administrative grounds (not at the SP’s own request), recovery of any outstanding FHTB balance will be from final salary.

If the FHTB recipient wishes to repay using terminal benefits, and where they will receive sufficient terminal benefits to clear the outstanding FHTB balance, an application must be submitted to DBS Mil Pers FHTB Section at least 8 weeks prior to discharge date.

When premature discharge or release is being considered on disciplinary or administrative grounds, the fact that a person may receive no terminal benefits or insufficient terminal benefits to clear any outstanding FHTB balance, is not to affect consideration of the case for that person's discharge.

As much of the outstanding FHTB Debt as possible is to be recovered before the person leaves the Service and the SP is to be directed to make a proposal for repayment of any outstanding FHTB following discharge or release.

Any outstanding FHTB following discharge or release will be converted to a Crown Debt and will attract interest. A Crown Debt must be repaid in full before a further FHTB can be awarded should the SP subsequently be allowed to rejoin the Services.

6.7.8 Estrangement

6.7.8.1 Sale or Transfer of FHTB Property

A new FHTB applicant, or FHTB recipient, who is married/in a civil partnership may be obliged to sell their property or to transfer ownership of their property to an ex-partner as part of a separation or settlement on divorce or dissolution of a civil partnership. In these circumstances, the SP would cease to be the legal owner of the property.

Regardless of whether the sale/transfer forms part of a voluntary settlement or is by direction of a Court Order, if the property which is sold or transferred was purchased or extended with the aid of FHTB, and the FHTB has not been repaid in full, the procedures for ‘Sale of Property’ apply.

6.7.8.2 Continued Ownership

If the claimant remains the legal owner of a property purchased or extended with the aid of a FHTB but allows their ex-partner to continue living there either by mutual agreement or Court Order, the Service person will be liable to interest charges for Letting.

If child(ren) of the relationship reside with the claimant's ex- partner, the claimant will be deemed, for the purposes of FHTB, to be providing a home for the Service person's immediate family and in these circumstances interest charges will not be due.

The fact that a debt is still owed by the Service person who has left the family home will not affect their right to occupy SLA.

If an SP wishes to buy a previous owner’s stake in the property and is applying for a new mortgage to do so, they can apply for a FHTB advance as long as they do not have an existing FHTB advance.

6.7.9 Periodic Spot Checks

Recipients of a FHTB advance will be asked periodically to confirm that the property has not been let, disposed of, or sold. DBS Mil Pers, FHTB Section will forward a proforma through the recipient's parent unit for completion and return. This action in no way absolves SP in receipt of a FHTB from their responsibility to report, without delay, the date of letting, sale, or disposal of the property, if and when it occurs.

Should an applicant be found to have breached FHTB regulations, interest charges will be applied. The relevant Service authority will also consider whether administrative/disciplinary action is appropriate.

6.8 Payment and Repayment of FHTB Advance

6.8.1 How to apply for a FHTB advance

SP are to apply using the JPA on-line self-service system. DBS Mil Pers FHTB Section must receive all applications a minimum of 6 weeks before the expected purchase completion date to ensure that payment deadlines are met.

Applicants should ensure they speak to their mortgage provider and solicitor at the earliest opportunity to make them aware of their intent to use a FHTB advance, even if they have not yet applied. DBS Mil Pers FHTB Section are required to either approve the application or, in the event of ambiguity of eligibility or refusal, to write to the applicant to inform them of their decision. This decision is not to be copied or forwarded to DBS Mil Pers PACCC.

6.8.2 Payment of FHTB advance

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

A. For purchase of a property in the course of construction, the FHTB can be paid at the point of exchange as long as completion is within 12 months.

B. Payment will not be made before the deposit is required. This is on condition that the money will immediately be refunded if there is any change in financial details after payment of the FHTB has been approved.

C. Payment is made by BACS and the legal representatives must apply for the advance at least 10 working days before the payment is required.

D. Approval for payment of FHTB will not be made or will be revoked if already given if the applicant's appropriate legal representative legally completes the property purchase prior to receipt of FHTB.

6.8.3 Repayment of the FHTB Advance

6.8.3.1 Personnel with 10.5 Years or More to Serve

Repayment will be made at the rate of 10% per annum by recovery from pay in equal monthly instalments over a period of 10 years. Repayment recovery must commence a maximum of 6 months after the date of payment of the FHTB.

6.8.3.2 Personnel with More than 10 but Less than 10.5 Years to Serve

Repayment will commence immediately, at the rate of rate of 10% per annum by recovery from pay in equal monthly instalments, over the last 10 years of service.

6.8.3.3 Personnel with Less than 10 Years to Serve

Repayment will commence immediately, at the rate of 10% per annum by recovery from pay in equal monthly instalments, or a greater sum by agreement, the balance being recovered from their final salary in the first instance unless DBS Mil Pers Payroll are instructed by the individual to recover from terminal benefits. Instructions should be sent to:

Payroll,
Glasgow: Mail Point 320,
Kentigern House,
65 Brown Street,
Glasgow,
G2 8EX

6.8.3.4 Number of Years Left to Serve Undetermined

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

6.8.3.5 Service Beyond Pension/Early Departure Payment Points

Where an applicant serves beyond any point when a pension/early departure payment or lump sum could be taken, repayment will continue at the previous monthly rate either until repayment has been completed, the SP retires or is discharged.

6.8.4 Increase of Repayment

The rate of repayment may be increased at the request of the applicant over any period but may not be reduced below the minimum rate of 10% per annum of the original FHTB regardless of whether the applicant has made part repayment. Mil Pers FHTB Section reserve the right to re-evaluate repayment levels where Notice to Terminate has been given by the claimant.

6.8.5 Bankruptcy

Any FHTB recipient who is declared bankrupt, or insolvent, is to notify DBS Mil Pers, FHTB Section immediately through their parent unit. DBS Mil Pers, FHTB Section will forward the case to (Debt Management (Recovery and Write-Off) (DM(R&WO)) for consideration for either write-off or recovery.

6.8.6 Outstanding FHTB Balance

The outstanding balance of a FHTB shall constitute a debt owed by the borrower to the MOD and will be recovered in accordance with Service regulations.

6.8.7 Voluntary full or part repayment

Full or part repayment of the outstanding balance will be allowed at any time. A sterling cheque or banker's draft, raised either by the SP or their legal representative, can be made payable to MOD DBS MIL PERS UK RECEIPTS. Alternatively, this can be paid electronically to the following details:

Account Name:	MOD DBS MIL PERS UK RECEIPTS
Sort Code:	60-70-80
Account Number:	10021116
Reference:	FHTB/

Online repayments can also be made via the Government website, quoting your unique reference number.

6.8.8 Breach of Regulations

A FHTB advance will be interest-free except where otherwise indicated. If the applicant commits, or causes to be committed, a breach of any of the conditions of the FHTB scheme, the outstanding FHTB balance will be converted to a Crown Debt and be recovered in full.

The SP will be required to pay interest from the date from which the breach occurred until the final recovery of all sums outstanding at a rate to be determined by the Secretary of State for Defence, normally the HMRC Official Rate. This requirement does not affect any of the applicant's other liabilities and obligations under the conditions of the FHTB scheme and at law. Any interest due will be deducted from the applicant's salary and from any terminal benefits to which they may be entitled.

6.9 Waiver of Recovery

6.9.1 FHTB Insurance Premiums

An annual premium is payable by the FHTB recipient. This is paid in monthly instalments through their pay account, starting from the month following that in which the FHTB was made and finishing when the whole of the FHTB debt has been recovered.

6.9.2 Circumstances in which recovery of advance may be waived

FHTB recipients will be required to refund without delay any balance outstanding at the time of leaving the Service, except:

A. In the case of death in Service, of the SP, recovery will be through the FHTB Insurance Premium scheme.

B. In the case of invaliding or premature discharge/release of the SP, recovery may be approved through the FHTB Insurance Premium scheme, subject to the submission of casework to the DBS Mil Pers PACCC through DBS Mil Pers, FHTB Section, who should consult the UMO as necessary.

It should be noted that a pre-existing injury or condition that presented and was 'known' about before taking out the FHTB Insurance Premium will not be in scope, this includes reported symptoms or tests for an injury or condition that had not been formally diagnosed at the time.

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

6.10 Rates

6.10.1 FHTB Rate

The maximum rate of FHTB is set at £25,000. In some circumstances, mortgage providers may also place restrictions within their mortgage offer that require applicants to take less than the full amount.

6.10.2 Rate of FHTB Insurance Premium

DBS Mil Pers FHTB Section annually reviews the FHTB insurance premium rate, FHTB Section and published in the People-AF REM annual Directed Letter 'Rates of Entitlement for Allowances for Service Personnel.'

The Insurance Premium payable by every FHTB recipient is based on the total value of insurances granted in the previous financial year and the gross advance figure for the current financial year to arrive at the insurance premium payable per £100 of advance per annum. The resulting figure is converted into a sum paid monthly by each participant of the FHTB scheme per £100 of advance, ensuring that each recipient pays a premium that is proportional to the amount originally borrowed.

6.10.3 Rate of Interest Charges

The interest rate is published in the People-AF REM annual Directed Letter 'Rates of Entitlement for Allowances for Service Personnel.'

The interest rate charge is set in accordance with the HMRC Official Rate for beneficial loans. The rate is normally reviewed at the beginning of the tax year and announced in the Budget. This rate is payable by those SP who let a property on which there is an outstanding FHTB.

7 Non-standard entitlement and eligibility

7.1 UK Regular Forces and Full Time Reserve Service (Full Commitment)

7.1.1 Entitlement to SFA by Command Appointment

Personnel in recognised Command appointments are sometimes required to perform official hospitality duties from their home as part of their role. To support this, specified SFA properties are tied to Command appointments and can be allocated to the post holder for the duration of that assignment. Tied SFA can be occupied on an accompanied basis, or unaccompanied in lieu of single living accommodation.

7.1.1.1 Definition of 'In Command appointments'

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. Single service career management organisations are responsible for confirming which assignments are In Command

The post must be included on the published single Service list of 'In Command appointments' provided to DIO Accommodation on an annual basis. Requests to grant In Command status by exception are to be staffed to single Service Accommodation Colonels for decision.

7.1.1.2 Allocation

Entitlement to SFA due to command appointment only exists at the assignment location. Service personnel (SP) may be allocated a Tied or Ex-officio property depending on the arrangements detailed on the Integrated Estate Management Plan. An entitlement to SFA by command appointment does not prevent a Service person from occupying private accommodation instead of SFA.

7.1.1.3 Tied SFA

Several specific properties across the Defence Estate have been designated as Tied properties. This is to support personnel in specified Command posts to deliver their official hospitality. These appointments are identified by the Service Authority and agreed with DIO Accommodation annually on the Integrated Estate Management Plan. If the SP is assigned to an appointment with a Tied SFA, they will be eligible to occupy that property for the duration of their assignment either accompanied by their family or in lieu of SLA. This is known as SFA by Virtue of Appointment.

7.1.1.4 Ex-officio SFA

Where there are several personnel fulfilling designated command appointments at the same location (such as an HQ), the Unit may agree with DIO Accommodation to ring-fence several suitable properties for their occupation. This supports better management of the estate than tying an individual property to a specific post. Priority for the allocation of exofficio SFA is to be given to holders of the designated Command posts for the duration of their appointments.

Ex-officio can only be occupied by single/unaccompanied personnel when filling an "In Command" appointment designated as being entitled to occupy SFA on a Virtue of Appointment basis.

7.1.1.5 Retention of Tied SFA

Personnel who are assigned to a further assignment at the same duty station are to notify the IPHD. However, personnel who are in occupation of tied or ex-officio SFA by nature of their assignment will be required to move out (thereby freeing it up for the incoming occupant) and be rehoused in alternative SFA at the duty station. They will be eligible for a move at public expense and will be allocated SFA at their normal entitlement. Applications for retention should be made through the e-1132.

7.1.2 Entitlement to SFA in lieu of SLA by Virtue of Appointment (VoA)

Some assignments require Service personnel (SP) to work in the home, or to be accommodated away from subordinates in SLA. If SP are assigned to a position listed below they will be offered an allocation of SFA that meets the requirements of their work at their assignment location in lieu of SLA, or they can elect to occupy SLA as normal.

7.1.2.1 Eligible appointments

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. RN Officers in sea command appointments are not entitled to occupy SFA under these provisions.

B. Regimental Sergeant Majors (RSMs) of Major Regular Army units or the Station Warrant Officer (SWO) of RAF Stations. No other Army RSM or CSM appointments are eligible for SFA in lieu of SLA.

C. RAF Station Executives OF4 and above.

D. Serving members of the Army Welfare Service (AWS) employed as Army Welfare Workers (AWW) and serving members of Royal Navy Family and People Support (RN FPS) employed in a welfare case worker post.

Service personnel are ineligible to occupy SFA in lieu of SLA by VoA if they are, or seek to be, accompanied by a partner or other recognised family members.

7.1.2.2 Allocation

Allocation of SFA in lieu of SLA will be determined by stock availability. With the exception of personnel assigned to a Command appointment where other guidance applies, Service personnel could be allocated any available property that meets the requirement of their work up to 10 miles from the assignment location.

Where SFA is not available for any reason, a Service person will not be eligible for substitute SFA except for Garrison/Station Commanders. Instead, SSSA to the appropriate scale is to be sourced.

7.1.2.3 Charges

Where applicable Service personnel will pay an accommodation charge set to Grade 2 for Charge of the SLA type they would have been eligible to occupy at their assignment location. Service personnel will also pay the SLA rate of CILOCT.

7.1.2.4 Utility bills

Single or unaccompanied Service personnel are not liable for utility costs (gas, electricity, heating oil etc.) normally associated with residing in SFA. There are two methods for utility provision:

A. DIO RD Utilities Managed. A small percentage of SFA occupied as VoA is managed by DIO RD Utilities because the SFA is either:

- **MOD Direct Fuel Supply**. Where all or some of the utilities supplied is via MOD. Where only one element of utility provision is MOD supply the Service person will be responsible for the other energy source.

- **MOD Commercial Utility Contract**. Some SFA that are Tied to specific appointments and occupied as VOA are managed by way of commercial contract.

B. Self-sourced Utility Provider. In most cases Service personnel occupying SFA as VoA will be responsible for sourcing their own utility supplier and setting up a bill repayment method. They will then be able to reclaim their utility bill expenses, less any electric vehicle charging costs, via JPA i-expenses (see JPA user guide IN506041).

7.1.2.5 Conditions of occupation

A. **Move-in and move-out**. When Service personnel choose to occupy SFA in lieu of SLA they will be required to sign and comply with the Licence to Occupy. This includes meeting the Move In standard when they move out of the SFA and notifying the IPHD of repair and maintenance issues during their occupation.

B. **Furniture, Furnishings and White Goods**. Service personnel occupying SFA on an unaccompanied/single basis by virtue of their appointment are entitled to provision of white goods at public expense. White goods provision is limited to fridge/fridge freezer, washing machine and tumble dryer which will be sourced via DIO regional staffs. Publicly funded white goods are to remain in the SFA at Move Out and disposed of/relocated by DIO or Unit staffs.

Entitlement to SFA by Virtue of Appointment is for the duration of the specified assignment only and the Service person will be required to vacate the property on completion of that assignment.

7.1.3 Entitlement to SFA for SP who need to employ a full-time nanny/au pair

Single parents PStat Cat 2 and PStat Cat1 couples when both spouse/civil partners are serving who need to employ a full-time nanny/au pair in order that they may fulfil the full range of their military duties are to be allocated SFA which has sufficient bedrooms so that the full-time nanny/au pair may be accommodated in their own bedroom.

Personnel will pay the appropriate SFA charge for the Type of SFA occupied. Personnel who need to employ a full-time nanny/au pair are to state the requirement on the SFA Application Form and attach a written declaration to that effect.

7.1.4 Dependants

A dependant is defined as a spouse/civil partner or child of a Service person or entitled civilian who depends on him or her for support.

7.1.5 Military Provost Guard Service (MPGS)

Military Provost Guard Service (MPGS) personnel serve on a Military Local Service Engagement and are restricted to serving in a particular area of the United Kingdom.

MPGS personnel are entitled to SFA and SLA at entitled rates, following the standard allocation policy. Where SFA or SLA is unavailable there is no entitlement to Substitute SFA or Substitute Single Service Accommodation.

MPGS personnel have no entitlement to the Dual Accommodation Waiver/SLA waivers.

7.1.6 SP in Defence Attaché posts designated as 'no child' posts

Where a Service person with dependent children is filling a Defence Attaché (DA) position that is designated as 'no child' they are entitled to apply for SFA in an area of their own choice. Where SFA is not available to entitlement, the IPHD may offer alternatives in order to meet the SP location needs. There is no entitlement to SSFA. The following requirements apply:

A. The Local Service Commander must be made aware of the allocation of SFA.

B. The SP must nominate a suitable Service proxy who will preferably be within close proximity (Army/RAF may seek assistance from the UWO/SCSO), and inform IPHD in writing, of an individual that will assist with:

- Visiting and inspecting the property once every month to ensure good order and removal of any build-up of mail.
- Acting as a POC for any official access such as for maintenance reasons.
- Acting as liaison for the family to forward utility bills for payment by the SP.
- Ensuring adequate heating is available to protect against burst pipes.
- Ensuring regular gardens maintenance.

7.1.7 Guards Corridor

Soldiers assigned to one of the Foot Guards battalions in Aldershot, Windsor, or Westminster are to be given SFA within 10 miles of their duty station. Subject to

consultation between London District, 11 Inf Bde and DIO, the SFA allocated is to be as close as availability permits to the soldier's preferred SFA location within the Guards Corridor. This does not confer an automatic entitlement to SSFA at that specified preferred location should SFA be unavailable there.

7.1.8 SP with 6 months or less notice of compulsory redundancy

Service personnel will be entitled to SFA at the location where they have been assigned for their last 6 months or less. If there is no SFA available within a 10-mile radius of that location, IPHD will offer SFA further afield; the applicant will not be entitled to SSFA but would be entitled to apply for surplus SFA.

7.1.9 Seriously injured/disabled Regular Service personnel and FTRS (FC)

Where a Service person suffers a serious injury/disablement that renders their current allocated SFA inappropriate, they may need to be relocated. In these circumstances, a transfer should be requested via the SFA Additional Needs and Disability Adaptations (ANDA) process.

The target for allocating a property address is within 15 working days of receipt of the application, however this will be dependent on stock availability and the complexity of adaptations required.

Wherever possible, an adapted SFA should be retained for future allocation to injured Service personnel or dependants. Costs of required adaptations will be met by DIO Accommodation and family relocation costs will be met by the TLB.

7.1.9.1 Medical Procedures

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 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. Until the Medical Board has made that decision, it remains the responsibility of the TLBs to fund the interim provision.

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.

7.1.9.2 Single personnel

For injured single personnel with low level disabilities, SLA should firstly be considered for suitability and used 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.

On notification of an individual's return date to their Unit, the Unit in consultation with DIO Accommodation will source appropriated 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 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.

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

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 appropriated 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.

7.1.9.3 Occupants of SFA

Injured personnel who already have an entitlement to occupy SFA may need to be relocated to a property that is better suited to their needs because of location issues, or the nature of their disabilities.

The Unit TLB will be responsible for any relocation costs incurred, along with any adaptations needed to either the current or allocated SFA.

7.1.9.4 Private accommodation adaptations

The provision of adaptations to private accommodation of Serving Personnel injured following operation/non-operational duty is a TLB responsibility, until the last day of service. If adaptations are completed to a parental home, where this is the primary off-duty

residence of the injured Service person, adaptations can also be completed to a second property when an injured Service person moves into their own privately-owned property until their last day of Service. The detailed policy for adaptations to SPs private residences sits with JSP 661 Health and Wellbeing.

7.2 UK Reserve Forces

7.2.1 Eligibility

7.2.1.1 Eligible cohorts

This policy applies to the following UK Reserves only:

A. Volunteer Reserve Forces

B. Ex-Regular Reserve Forces

C. Voluntary Ex-Regular Reserve

7.2.1.2 Eligible Service

This policy applies to the following forms of Reserve service defined in the Reserve Forces Act 1996:

A. *Annual Continuous Training*.

B. *Voluntary Training or Other Duties*.

C. *Additional Duties Commitment (ADC)*.

D. *Full Time Reserve Service (FTRS)*.

E. *High Readiness Reserves*.

7.2.2 Single Living Accommodation (SLA)

7.2.2.1 Entitlement to SLA

Mobilised reserves within the eligible cohorts, who have been mobilised as part of an operation or under Defence Activities Other than Operations, are entitled to SLA at their duty station/training establishment at the entitled rate.

Reservists undertaking mandatory Annual Continuous Training are eligible to use temporary SLA at entitled rates, as authorised by their Chain of Command.

7.2.2.2 Eligibility for SLA

Eligible Reservists within the cohorts of Full Time Reserve Service (FTRS) Limited Commitment and Home Commitment, Additional Duties Commitment (ADC), and Voluntary Training Other Duties (VTOD) may occupy SLA on an eligible basis where availability permits, provided this does not result in entitled Service personnel (SP) being placed in Substitute Single Service Accommodation (SSSA).

Where SLA is not available, under no circumstances are eligible Reservists to be allocated a non-availability certificate to occupy hotels or SSSA.

When occupying available (surplus) SLA, eligible Reservists not covered by any SLA charge waiver are to be charged at entitled rates.

Charges at entitled rates shall not be applied retrospectively where an individual has not previously been granted an exemption under the TLB delegation process.

7.2.3 Service SFA/SSFA (SFA)

FTRS(LC) and FTRS(HC) personnel, including non-regular permanent staff, may occupy temporarily surplus SFA on payment of the market rate.

7.2.4 Seriously injured Reserve Service personnel

7.2.4.1 Responsibilities for adaptation costs and fitting

Detailed below is the delineation of responsibility between the National Health Service (NHS), Primary Care Trust (PCT), Defence Medical Services (DMS), and Top-Level Budget Holders (TLB):

A. FTRS(FC) – DMS/TLB

B. FTRS(LC) and FTRS(HC) – Not mobilised – NHS/PCT
C. FTRS(LC) and FTRS(HC) – Mobilised – DMS/TLB

D. ADC – Not mobilised – NHS/PCT
E. ADC – Mobilised – DMS/TLB

F. Volunteer Reservist – Not mobilised – NHS/PCT
G. Volunteer Reservist – Mobilised – DMS/TLB

H. Sponsored Reservist – Not mobilised – NHS/PCT
I. Sponsored Reservist – Mobilised – DMS/TLB

7.2.4.2 Mobilised Reserves and FTRS(FC)

DMS is responsible for medical care and occupational therapy assessment costs where the mobilised reservist has sustained a serious injury or disability, with the relevant TLB responsible for adaptations including fitting until termination of service, or when a medical discharge date is offered. Following a period of mobilised service, the reservist will transfer back to NHS care.

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

7.3 Foreign Armed Forces

This policy details eligibility and entitlement to accommodation for members of foreign armed forces serving in the UK. US Visiting Forces are not covered by policy in JSP 464.

7.3.1 Exchange and Liaison Appointments

Members of foreign Armed Forces serving in official exchange or in liaison appointments attached to the British Armed Forces are entitled to SLA and SFA at entitled rates. Entitlement applies as it does to UK personnel unless other arrangements have been agreed through a Memorandum of Understanding.

7.3.2 NATO Appointments

NATO personnel should refer to Status of Forces Arrangements, or any applicable Memorandum of Understanding, for eligibility to occupy Service Accommodation.

7.3.3 Joint Services Command and Staff College (JSCSC)

Members of foreign Armed Forces attending the JSCSC are entitled to accommodation for the duration of the course, charged at non-entitled rates.

Personnel who are single or serving unaccompanied and with no accompanying dependents will be entitled to SLA.

Personnel who are serving accompanied and/or accompanied by dependents will be entitled to SFA. Entitlement applies as it does to UK personnel.

Entitlement lasts for the duration of the course. Any request for SFA before and after the course must be notified to the IPHD for each individual case by the JSCSC Administrative Office.

7.3.4 Other circumstances

Accommodation entitlement for members of foreign Armed Forces in other circumstances should be covered by a Memorandum of Understanding, which is to be presented by the individual on application.

7.3.5 Expiry of eligibility or entitlement

The entitlement or eligibility to accommodation will cease on expiry, such as completion of appointment/attachment. If the Licensee presents an exceptional case to remain in SFA, the responsible establishment is to notify and engage with Security Policy and Operations, Accommodation Policy in MOD Head Office, and DIO.

Should a family remain in their SFA beyond the terms of the Memorandum of Understanding on any grounds, and without seeking special permission, the normal notice to vacate process will be followed and families will be considered Irregular Occupants.

7.4 Civilians

7.4.1 MOD civil servants with Key Staff status

When MOD civil servants occupy a designated Key Staff status post, as detailed on the job advert or terms of reference, occupancy of SFA is permissible at market rates when the postholder is married, or in a civil partnership and/or has parental responsibility with full residence of the child(ren). If the postholder does not qualify for SFA, occupancy of SLA is permissible at entitled rates.

Staff occupying SFA who no longer hold a designated key staff post are to be issued with a formal notice to vacate.

New post incumbents will not be automatically entitled to the previously occupied accommodation and must independently complete the application process.

7.4.2 MOD sponsored civilian contractors

MOD sponsored civilian contractors are eligible for surplus SFA at market rates.

7.4.3 Temporary accommodation for MOD civil servants

In accordance with 2021DIN01-010, 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.

Civilians will be charged according to the accommodation occupied and not on an equivalent rank basis.

7.4.4 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 to live in official Service accommodation, accordingly SLA in Northern Ireland will be provided at the entitled rate.

7.4.5 Seriously sick/injured/disabled Living Accommodation Policy

Responsibilities of medical care for Civil Servants whilst in theatre will transfer from the National Health Service (NHS) to the Defence Medical Services (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. Costs, identification and fitting of adaptations will fall to the relevant NHS Primary Care Trust.

7.4.6 Gurkha religious teachers

Gurkha Religious Teachers undertaking a pastoral responsibility at Unit level are required to work in the home. Accordingly, they are entitled to SFA which meets the requirements of their work. There is no entitlement to SSFA.

Gurkha Religious Teachers recruited in the UK and allocated SFA will pay SFA charges at the entitled rate. Those recruited in Nepal/overseas will not pay accommodation charges, CILOCT or utilities for the first five years in the UK, after which they will revert to entitled SFA charges.

7.4.7 RAF Personal Support and Social Work Services (PSSWS)

Due to the nature of their service RAF PSSWS staff are exceptionally permitted on authority from their MOD sponsor AHd PF Spt, HQ Air, to occupy SLA on payment of the entitled rate.

7.4.8 Royal Fleet Auxiliary (RFA)

RFA personnel on official duty and not in receipt of RFA subsistence are entitled to SLA for the duration of their course and should pay entitled rates as per JSP 456. RFA personnel must prove that RFA subsistence is not being claimed.

7.4.9 MOD Police recruited before 01 September 1994

MOD Police recruited before 01 September 1994 who are already accommodated in SFA have reserved rights to free SFA and are entitled to remain in their current accommodation. On moving their right to free accommodation lapses, although surplus SFA may be provided on a market-rent basis. In this case, the officer becomes eligible for Replacement Allowance as compensation for the additional housing costs.

Should applications for housing be received from MOD Police Officers in post prior to 01 September 1994, Hd CM(MDP), MDP HQ is to be consulted.

Where MOD Police are accommodated in SFA, they are responsible for the payment of their council tax direct to the appropriate local authority. MOD does not provide cookers; carpets or curtains in MDP occupied SFA under the above provisions. However, where MOD Police are granted occupation rights in any otherwise surplus SFA they will benefit from the general conditions of those contracts.

MOD Police recruited from 01 September 1994, have no entitlement to the provision of accommodation. They may apply to occupy temporary surplus SFA at the market rate.

7.5 Armed Forces Chaplains

Armed Forces Chaplains follow standard accommodation policy with the following exceptions.

7.5.1 Armed Forces Chaplains undergoing Initial Training

Chaplains who are in PStat Cat 1 and 2 are entitled to SFA at their first duty station during initial training, provided the respective career management authority has informed the Service Chaplain of their first duty station before initial training starts. The entitlement takes effect two weeks before the start of initial training.

Where new entrant chaplains qualifying under the above paragraph are subject to the end of a curacy or other ecclesiastical appointment which may affect their housing requirements, a case may be made through the single Service Accommodation Colonel to seek earlier entitlement to SFA. Earlier entitlement is to be no more than three months prior to commencement of initial training and the following requirements must be met:

A. Confirmed place on initial training.

AND

B. Loss of Diocesan House or other church accommodation confirmed by ecclesiastical authority.

AND

C. Single Service Chaplaincy Directorates endorse and support the application.

7.5.2 Entitlement by Appointment to SFA in lieu of SLA

Service Chaplains undertaking a pastoral responsibility at Unit level are required to work in the home. Accordingly, Service personnel PStat Cat 1 (serving unaccompanied), and PStat Cat 2, 3, 4 or 5 are entitled to SFA which meets the requirements of their work, rather than their accompanied entitlement. Where SFA is not available for any reason, these personnel should be offered Substitute SFA (SSFA).

Service Chaplains occupying SFA or SSFA by appointment in lieu of SLA will be charged SLA rates.

7.6 Foundation Doctors and Dentists

7.6.1 Foundation Doctors

Foundation doctors are individuals who graduated from medical school, were granted a probationary commission in the Defence Medical Services, are provisionally registered with the GMC, and are 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 Foundation Year 1 and the rank of OF2 during Foundation Year 2 after full GMC registration.

7.6.1.1 Single Living Accommodation (SLA)

Naval Foundation Doctors and Army Medical Services Medical Bursars undertaking Foundation Year 1 and 2 training are entitled to SLA at entitled rates. Where SLA is unavailable, accommodation will be sourced and contracted for the Service person as Substitute Single Service Accommodation.

RAF Foundation Doctors are eligible for SLA at non-entitled rates. Where SLA is unavailable, Substitute Single Service Accommodation will not be provided.

7.6.1.2 Service SFA/SSFA (SFA)

Naval Foundation Doctors and Army Medical Services Bursars undertaking Foundation Year 1 and 2 training are entitled to SFA at entitled rates. Where SFA is unavailable, substitute SFA will be sourced if the criteria are met for additional support.

RAF Foundation Doctors are eligible for SFA at non entitled rates. Where SFA is unavailable, substitute SFA will not be provided.

7.6.2 Foundation Dentists

Foundation Dentists are individuals who graduated from medical school, were granted a probationary commission in the Defence Medical Services, are provisionally registered with the GDC, and are 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.

7.6.2.1 Single Living Accommodation (SLA)

Naval Foundation Dentists and Army Medical Services Medical Bursars undertaking Foundation Year 1 and 2 training are entitled to SLA at entitled rates. Where SLA is unavailable, accommodation will be sourced and contracted for the Service person as Substitute Single Service Accommodation.

RAF Foundation Dentists are eligible for SLA at non-entitled rates. Where SLA is unavailable, Substitute Single Service Accommodation will not be provided

7.6.2.2 Service Family Accommodation (SFA)

Naval Foundation Dentists and AMS Bursars undertaking Foundation Year 1 and 2 training are entitled to SFA at entitled rates. Where SFA is unavailable, substitute SFA will be sourced if the criteria are met for additional support set out in Part 3.

RAF Foundation Dentists are eligible for SFA at non entitled rates. Where SFA is unavailable, substitute SFA will not be provided.

7.6.3 Medical Cadets

Medical cadets are defined as an undergraduate medical student granted a probationary commission in the Defence Medical Services with the rank of OF1 Undergraduate Cadetship for up to three years prior to graduating. Medical Cadets are not entitled to Defence Accommodation.

7.7 Vice Chief of Defence Staff (VCDS) 45-minute Travel List

Service personnel filling appointments on the VCDS 45-Minute Travel List are entitled to occupy accommodation within 45 minutes' travel time by the most appropriate means of transport from their Duty Station.

7.7.1 Application

When applying for accommodation, personnel on the VCDS 45-minute list should make it clear on the application form that they require accommodation within the 45-minute travel time. Personnel may seek accommodation outside the 45-minute travel time for personal reasons with the approval of their Director.

7.7.2 Allocation

7.7.2.1 Single Living Accommodation (SLA)

Where SLA is requested but not available within 45 minutes’ travel time, alternative single accommodation will be provided.

7.7.2.2 Service Family Accommodation (SFA)

SFA estates may be designated as ex-officio to the VCDS 45 Minute List at DIO Accommodation's discretion and certain properties may be tied to senior officers' posts.

If suitable SFA is unavailable the following options should be considered:

A. Below entitlement SFA within 45 minutes of the applicant's Duty Station, subject to the acceptance of the applicant.

B. SFA beyond 45 minutes of the applicant's Duty Station, subject to the acceptance
of the applicant, with their Director's approval.

In cases where Options A and B are unavailable or not acceptable, option C should be explored and the case, including cost analysis, referred to People-Accom-Current Policy DHd.

C. Provision of SFA outside of 45 minutes' travel and provision of suitable single accommodation within 45 minutes' travel of the applicant's Duty Station.

D. The potential costs of SSFA in Central London.

The referral should set out DIO Accommodation's and the applicant's preferred accommodation solution. People-Accom-Current Policy DHd will determine which accommodation solution is most appropriate. Difficult cases and all cases relating to 2-, 3- and 4-Star Officers will, if the need arises, be referred to VCDS.

7.7.3 Retention

Entitlement to SFA/SSFA normally ceases at the previous Duty Station on the date of assignment. Personnel assigned to MOD Main Building London and on the VCDS 45 Minute List are entitled to retention of their SFA/SSFA on application to the IPHD.

If personnel occupy either tied or ex-officio SFA the family will be required to move out of the tied/ex-officio SFA (thereby freeing it up for the incoming occupant) and move (at public expense) to other SFA/SSFA at their entitlement at that location for the period of retention. Personnel can only retain their tied or ex-officio SFA through exceptional agreement by the Local Service Commander.

7.7.4 Maintenance of the VCDS 45-minute Travel List

The VCDS 45 Minute Travel List is to be reviewed and updated annually by MA/VCDS and is held by VCDS Outer Office. 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 MA/VCDS, copy to Chief Defence People and DIO Accommodation, providing suitable justification. Amendments to the List may only be made with VCDS' express authority and 3-star level approval.

Where Service personnel seek accommodation outside the 45-minute travel time, their appointment will be removed from the List and will only be reinstated with the approval of VCDS. The next incumbent in role will be automatically reinstated on the list.

8 Refund of Legal Expenses (New Buyer)

Service personnel will be entitled to the Refund of Legal Expenses (New Buyer) payment if they buy a first property for use as a Residence at Work Address at a new duty station. Entitlement to Refund of Legal Expenses (New Buyer) is a once only payment during a Service person's service career aimed at contributing towards the costs of legal expenses incurred when purchasing a home.

8.1 Eligibility

Service personnel are entitled to the Refund of Legal Expenses (New Buyer) if:

A. They have completed Phase 1 training and are serving on a regular engagement with the UK Armed Forces, or as a Full Commitment Reservist as defined in Single Service instructions.

AND

B. They are a first-time buyer.

To count as a first-time buyer, Service personnel must not, either alone or with others, have previously purchased or acquired a major interest/an inheritance in a property or an equivalent interest in land situated anywhere in the world that was subsequently occupied as a place of residence.

8.1.1 Conditions of use

Refund of Legal Expenses (New Buyer) is a reimbursement payment for actual receipted costs paid to a solicitor or conveyancing legal professional when purchasing a home for the first time. Reimbursement is capped at an upper limit of £1,500. Only one claim may

be made in respect of any property purchase. Where there are multiple buyers, the £1,500 maximum reimbursement applies in total across all purchasers and not per individual.

For the Refund of Legal Expenses (New Buyer) to be granted, the following five conditions must be met:

A. The property must be certified by the applicant as a Residence at Work Address.

AND

B. The property being purchased must be within 50 miles or, if over 50 miles, within 90 minutes' travelling time by public transport, of the duty station to which the Service person has been assigned.

AND

C. The duty station must be beyond a reasonable daily commute of the Service person's Residence at Work Address and Selected Place of Residence prior to that point (see JSP 752).

AND

D. The Service person must begin/have begun their assignment at the relevant duty station within the same or previous tax year to when the property was purchased.

AND

E. At the point the property is purchased, the applicant must have an expectation of at least twelve months left to serve in that assignment and the Service person, or their family, occupying the property for at least twelve months.

OR

Where the property is to be occupied as a Residence at Work Address during the applicant's next assignment, they must have received an Assignment Order with an assignment date within the next six months and for a minimum duration of twelve months, with an expectation of the Service person, or their family, occupying the property for at least twelve months.

8.1.2 Qualifying Residence

For the purpose of these regulations a qualifying residence is defined as being a static home such as a house, flat, maisonette, bungalow or static mobile home. Houseboats, caravans and dedicated business' premises are not qualifying residences.

For the purposes of remote working, RLE may only be claimed for an Alternative Work Address (AWA) where the residence is also the Service Person's RWA.

8.1.3 Forces Help to Buy

Forces Help to Buy and Refund of Legal Expenses (New Buyer) may be used together towards the purchasing of a home if the Service person meets the eligibility criteria for both schemes.

8.2 Making a Claim

Refund of Legal Expenses (New Buyer) can only be claimed in arrears on the completion of the house purchase and on production of the actual legal expense costs paid by the Service person in accordance with the time limits set out in JSP 752.

Evidence showing date of purchase completion is via production of the legal conveyancing completion statement (known as the Date of Entry/Settlement date, on the title sheet in Scotland). Fees qualifying for reimbursement fall into the following categories:

A. Legal Fees paid to a solicitor or conveyancing legal professional.

B. Land Registry charges.

C. Telegraphic Transfers.

D. Searches.

RLE(NB) claims are to be submitted by SP with receipted invoices and supporting paperwork on JPA Form F030. This is to be staffed to unit HR admin staff who will ensure that all appropriate action is taken on JPA.

8.2.1 Non-reimbursable Costs

8.2.1.1 Stamp Duty

Stamp duty is not a reimbursable cost under Refund of Legal Expenses (New Buyer) policy.

8.2.1.2 Incomplete purchases

Costs incurred for house purchases that fall through and do not progress to completion cannot be claimed against Refund of Legal Expenses (New Buyer). However, Service personnel in this position do remain eligible to claim Refund of Legal Expenses (New Buyer) at a later date upon completion of their first house purchase. Service personnel demonstrating that a purchase was unable to be completed for unforeseen Service reasons are eligible to claim for costs incurred and remain eligible for Refund of Legal Expenses (New Buyer) at a later date upon completion of their first house purchase.

8.2.2 Income Tax and National Insurance Contributions

In accordance with ITEPA 2003 Section 271 to 287, refunds of expenses incurred in respect of the purchase of residences are non-taxable when reasonably connected with a change of residence resulting from an alteration of the place where an employee is normally to perform their duties.

9 Complaints

9.1 Overview

Service Personnel have the right to make a complaint about aspects of their accommodation provision, service, and policy. The MOD strives to provide high quality subsidised accommodation for Regular Service Personnel and the handling of challenges and complaints enables the MOD to take corrective action and provides the opportunity to identify any areas where our service can be improved. We seek an early resolution.

There are different types of complaints and challenges that are covered within this JSP and when they should be used:

A. **Policy Challenges**. Specific challenges to policy that fall outside of the SFA/SSFA/SLA/SSSA complaints process and are covered by a separate process, submitted through the chain of command.

B. **Special to Type Complaints**. This form of complaint pertains to the delivery of Service provided accommodation and is a three-stage procedure.

C. **CAAS/Band for Charge Challenges**. Occupants can challenge the evidence-base of the assessment findings, either on New Occupancy on the combination of the three criteria: on Reassessment, or on the introduction of a policy change from the date of implementation of that change.

D. **4-Tier Grading Charging Challenges**. Occupants have 3 months, from the date of occupation, in which to challenge the grade of their SLA accommodation in writing. Any change in accommodation charges arising from a successful challenge will be backdated to the date of first occupancy.

9.1.1 Roles and responsibilities

For complaints to be dealt with effectively, they must be considered as close as possible to the date of the matter arising and each team or person involved in the handling of a complaint should be aware of their responsibilities.

9.1.1.1 Complainant

The complainant's responsibilities include the following:

A. To give a factual account of the instance(s) that led to the decision to file a complaint, challenge, or an appeal.

B. To be precise and accurate.

C. To include additional evidence in the form of photos and receipts where appropriate.

D. To follow the timelines of the relevant process to ensure complaints are dealt with swiftly.

E. To clearly state the redress or the outcome they are seeking noting what is in scope of each stage of the complaints process.

9.1.1.2 Industry Partners

The role of Industry Partners managing complaints is to:

A. Administer the Stage 1 complaints as set out in this JSP.

B. To support Stage 2 and Stage 3 of the complaints process by providing all relevant information in a timely manner.

C. To act on lessons identified through the complaints process and deliver agreed redress.

9.1.1.3 Defence Infrastructure Organisation

The Defence Infrastructure Organisation (DIO) is the estate delivery expert for Defence, supporting the Armed Forces to enable military capability by planning, building, maintaining, and servicing infrastructure. Their role in managing complaints and CAAS Appeals includes:

A. Managing Stage 2 Complaints once a Stage 1 complaint has been formally closed.

B. Investigating Stage 2 complaints once submitted; a response can take up to 15 working days, with updates every 5 working days if required.

C. Managing the CAAS Challenge and Appeals process, which applies to all SFA and SSFA, including Overseas where a CAAS band is applied.

- If a challenge is raised at Stage 1, it is for the DIO Service Provider to determine whether the circumstances presented are exceptional and whether they fall within or out with the intent of this JSP.

9.1.1.4 Accommodation Colonels

The 3 Services each have an 'Accommodation Colonel' responsible for accommodation matters and should also be consulted on any policy matters, however disputes for accommodation delivery issues and casework should be delegated to the Industry Partner or Substitute Contractor.

9.1.1.5 People Accommodation

People Accommodation are the policy owners/holders for JSP 464. JSP 464 Volumes and Parts provide policy and guidelines for the provision of Service Family Accommodation (SFA) and the substitute equivalents to trained personnel on a worldwide basis, except for accommodation in operational theatres and temporary accommodation at training areas where separate single Service arrangements will apply.

9.1.1.6 Support from External Agencies/Families Federations

A. **Naval Families Federation (NFF)**. The Naval Families Federation's vision is for all Royal Navy and Royal Marines Families to be able to have their views heard by those in positions of power and feel valued and be treated with fairness and respect; and thrive in their communities of choice.

The Naval Families Federation also provides support and guidance on matters affecting the daily lives of Naval Service families, acting as an advocate when appropriate to resolve complex issues. The NFF responsibilities include:

- To work with and support serving sailors, marines, and their families.
- To listen and to learn from Royal Navy and Royal Marines families.
- Working with policymakers – government, politicians, the chain of command, and a host of other organisations helping to deliver change.

The NFF can be contacted via 02392 654374 or contactus@nff.org.uk

More information can be found here: https://nff.org.uk

B. **Army Families Federation (AFF)**. The Army Families Federation (AFF) is the independent voice of Army families and works hard to improve the quality of life for Army families around the world – on any aspect that is affected by the Army lifestyle. The AFF responsibilities include:

- To offer confidential advice. AFF is independent of the Army and will deal with enquiries without revealing identities.
- To highlight problems to the chain of command or service providers, and to work with them and other agencies to improve the support they provide to Service families.
- To provide a signposting service to help find the right person to speak to, as well as providing useful information for Army families through its website and magazine.

The AFF can be contacted via 01264 554004 or contact@aff.org.uk

More information can be found here: https://aff.org.uk

C. **RAF Families Federation (RAF FF)**. The RAF Families Federation works to improve quality of life for the RAF family around the world – at work or at home. The RAF FF responsibilities include:

- Resolving problems with access to education or healthcare, for children and young people.

- Sorting out problems with accommodation, benefits, and visas; helping military spouses find meaningful employment.

- Supporting Service personnel in addressing issues that can arise when they live in one place, such as access to bases, repeated separations as a family, and finding the right help and advice.

The RAF FF can be contacted via 01780 781650 or enquiries@raf-ff.org.uk

More information can be found here: https://raf-ff.org.uk

9.1.2 Maintaining confidentiality and data protection

In accordance with the DPA18 General Data Protection Regulation (GDPR), other than its nominated contractors, the MOD will not share personal information with other external organisations. By submitting a complaint, the complainant agrees to provide this information for use connected with this claim and that it is correct and accurate. Full information on GDPR compliance is available here when logged on to the Defence intranet Data Protection Act 2018 (DPA18) (mil.uk).

9.1.3 Recording, reporting, and learning from complaints

Complaints offer the opportunity for lessons to be learnt, and improvements to be made. The various stages within the complaint process have their own processes of identifying lessons and reviewing those lessons. Feedback is valued and experiences are used to inform future priorities and improvements in collaboration with the Substitute Accommodation Team, DIO, the single Services, and the Families Federations to ensure problems are addressed.

9.1.4 Reasonable adjustments

Our aim is to make our accommodation complaints policy easy to use and accessible for everyone. We will take steps to make any reasonable adjustments needed to access this policy, or any requests to provide responses in other formats.

9.1.5 Key contacts

9.1.5.1 Industry Partner

The Industry Partner is the first point of contact where an incidence occurs that requires the SFA/SSFA occupant to raise a complaint.

9.1.5.2 DIO Accommodation (DIO Accn)

DIO Accommodation will conduct an appropriate investigation and then seek to resolve complaints received at stage 2.

9.1.5.3 Mears Group PLC

Mears Group PLC currently hold the contract with DIO for sourcing and administering SSFA and SSSA in the UK.

9.1.5.4 Accommodation Colonel

Accommodation Colonels are invited to provide expertise and input into stage 3 complaints.

9.1.5.5 Accommodation Complaints Review Panel (ACRP)

The ACRP reviews stage 3 complaints where it is believed that accommodation policy has been misinterpreted or misapplied at Stages 1 or 2 of the complaints process.

9.1.6 Expected behaviours

MOD recognises that the circumstances leading to a complaint may have been upsetting or distressing. However, individuals must not allow anger and/or persistency to result in unreasonable demands on, or unacceptable behaviour towards complaint handlers and Industry Partner (IP) staff. MOD maintains a zero-tolerance policy towards unacceptable behaviour. JSP 763 sets out expected standards of behaviour.

Violence, aggression, or abuse towards any party involved in the complaints process whether spoken or written (including social media) will be documented. Where necessary this will be escalated through the appropriate chain of command.

9.2 SFA/SSFA Complaints

SFA/SSFA complaints are managed through a 2-stage Special-to-Type (STT) complaint process. Complaints will be handled in accordance with the policy and procedures set out in JSP 464 and other MOD/Government guidance, including but not limited to:

A. JSP 831 - Redress of Individual Grievances: Service Complaints

B. JSP 770 - Armed Forces Welfare Support Policy

C. HM Treasury - Managing public money

The 2-stage STT process must be completed before a Service Complaint can be raised.

9.2.1 SFA/SSFA complaints in scope of the STT complaint process

The complaint must relate to an action or inaction by the IP or Substitute Contractor in the delivery of SFA/SSFA in accordance with accommodation policy. Areas for a complaint include, but are not specifically limited to:

A. Unresolved issues.

B. Impolite or unhelpful MOD staff and/or contractors.

C. Failure to achieve repair/works services in the contractual target time.

D. Unfair or inconsistent interpretation by contractors, or MOD staff, of accommodation policies or processes.

E. Failure to meet legal responsibilities/contractual obligations.

F. A decision which affects the occupant in an adverse way.

G. A failure to complete an agreed task.

H. Temporary deficiencies or reductions in amenities lasting for 7 days or more.

9.2.2 SFA/SSFA matters out of scope of the STT complaint process

Related matters that are out of scope can include but are not limited to:

A. **Policy Challenges**. Specific challenges to policy should be submitted through the chain of command to the appropriate single Service Accommodation Colonel.

B. **Charging/Banding Issues**. Accommodation charges are determined by three factors: condition, scale, and location. Complaints regarding these factors are covered by the CAAS Challenge and Appeal STT process.

C. **Charges for damage and deficiencies for SFA and SSFA**. Charges can be disputed using the form on the DIO intranet page: Charges for damages to Service Family Accommodation (SFA) and Substitute Service Family Accommodation (SSFA).

D. **Damage for Trespass (Violent Profits in Scotland)**. These matters are dealt with by the DIO Loss of Entitlement Team.

E. **Allowances and Forces Help to Buy**. Any accommodation related allowances are covered by the Casework and Appeals process detailed in JSP 752.

F. **Compensation schemes** available through Industry Partners.

G. **Neighbourhood Disputes**. Local neighbourhood disputes such as noise complaints, harassment, and Anti-Social Behaviour are to be raised via the IP Helpdesk who will attempt to resolve the dispute under the existing process. Where the IP Contractor is unable to resolve the matter, occupants must raise the issue with the appropriate authority such as the military chain of command or civilian police.

9.2.3 Stage 1 complaint submission

Stage 1 complaints are managed by the Industry Partner (IP) or Substitute Contractor. Where a matter occurs that requires the occupant to raise a complaint it should be submitted in accordance with any of the methods publicised by the IP or Substitute Contractor's Helpdesk.

To effectively deal with complaints, submissions must be made within 28 calendar days of the incident.

Submissions should be clear as to the redress they are seeking as resolution to the complaint. Any practical needs such as large print, Braille, or different language requests should also be included.

9.2.4 Stage 1 complaint handling

The circumstances of the submission will be investigated, and the contractor will then seek to resolve the complaint.

Redress offered by the IP or Substitute Contractor could include an apology, or a commitment to resolve the matters within a set timescale. The IP can offer compensation for missed appointments or failed (partial/full) move ins through a voucher scheme that is administered separately to the STT process.

Stage 1 complaints will be closed by formal written response after any restorative action agreed by the Contractor has been completed.

9.2.5 Stage 1 complaint timings

Submissions will be acknowledged within 24 hours from the IP, or up to 3 working days if relating to Substitute SFA.

A response or update will be provided within 10 working days, with any subsequent updates within 5 working days.

9.2.6 Stage 1 complaint assurance

There are formal contractual processes in place between DIO and its Industry Partners to provide assurance of Stage 1 complaints. These include regular holding to account meetings; monthly 10% audit checks; and authorisation/review of time relief arrangements.

Any evident issues or trends are subject to ad hoc risk based DIO audits. The DIO Performance & Assurance Team oversee an annual EM02 Management Process Audit on Customer Services through which suppliers are required to carry out 5% inspections of which 20% will be completed jointly with DIO. Additionally, there are regular ongoing internal governance and assurance checks on the Stage 1 Complaints process.

9.2.7 Stage 2 complaint submission

Only when the Stage 1 process has been completed and the case closed can a Stage 2 complaint be submitted to the DIO Customer Service Team.

To effectively deal with complaints, submissions must be made within 28 calendar days of the Stage 1 closure letter being issued.

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

A. By completing the SFA Stage 2 Complaint Form.

B. By writing to the DIO Customer Service Team setting out the Stage 2 Complaint, including:

- The Stage 1 Complaint reference number.
- The complainant's name and telephone number.
- The SFA address relating to the complaint.

- Why the Stage 1 Complaint was not satisfactorily resolved.

- The desired outcome or remedy sought.

Emails without the above information will not be accepted by the DIO Customer Service Team.

9.2.8 Stage 2 complaint handling

On receipt of a Stage 2 complaint, the DIO Customer Service Team and the Defence People Accommodation Policy Team will decide how to handle the complaint. Stage 2 complaints will be handled in one of the following three ways:

A. **The Complaint is accepted and will be managed by the DIO Customer Service Team**. This is the most likely outcome where:

- The resolution provided at stage one has not resolved the issues of the complainant.

- The complainant believes procedure and/or policy may not have been followed.

- The complainant believes key information has been overlooked.

B. **The Complaint is accepted and will be managed by an enhanced Stage 2 complaints panel**. The panel will consist of DIO Subject Matter Experts (SMEs), Accommodation Policy SMEs, Welfare SMEs, Accommodation Colonel Staff, and Service Community Support Officers. This is the most likely outcome where:

- There are multiple complex procedural, delivery, policy, or technical aspects of the complaint.

C. **The Complaint is rejected**. This is the most likely outcome where:

- The submission raises issues not mentioned in the Stage 1 complaint.

- The redress sought by the complainant cannot be provided through the STT process.

- The submission is time-barred as it is outside the timeline for raising a Stage 2 complaint.

DIO can only provide redress if it is within the scope of the IP or Substitute Contractor's contract. DIO will seek to resolve matters for the complainant but can only direct the contractor to conduct a specific action if this within the parameters of the contract.

Stage 2 complaints will be closed by formal written response after any restorative action agreed by the Contractor has been completed.

9.2.9 Stage 2 complaint timings

Submissions will be acknowledged within 2 working days of receipt.

DIO Customer Service Team handled complaints – response within 10 working days from receipt or update if required.

Stage 2 Panel – response within 30 working days

9.2.10 Stage 2 complaint assurance

DIO Customer Service Team will conduct weekly assurance reviews on current Stage 1 complaints to support quicker resolution

9.3 SLA Complaints

Responsibility for ensuring the effective management of Single Living Accommodation rests with the Local Service Commander who is required to ensure that all SLA occupants are informed of how to raise complaints relating to their SLA. The following information is provided as a guide only.

9.3.1 In scope

The complaint must relate to an action, or inaction by the unit and/or Substitute Contractor in the delivery of SLA in accordance with the extant accommodation policy. Areas for a complaint include, but not specifically limited to:

A. Unresolved issues.

B. Impolite or unhelpful MOD staff and/or contractors.

C. Failure to achieve repair/works services in the contractual target time.

D. Unfair or inconsistent interpretation by Contractors, or MOD staff, of accommodation policies or processes.

E. Failure to meet legal responsibilities/contractual obligations.

F. A decision which affects the occupant in an adverse way (which the occupant considers could reasonably have been foreseen).

G. A failure to complete an agreed task.

9.3.2 Out of scope

These areas are defined because they are either outside of the powers of the complaints panel or are covered by other processes. If a complaint is submitted regarding one of these matters, then the Stage 1 response should include details of the relevant process that needs to be followed. The matters that are out of scope include, but are not limited to:

A. **SLA Repairs and Maintenance**. All complaints relating to Facilities Management are to be reported through the respective helpdesk; the contact details and any reporting requirements should be provided in accommodation or local orders.

B. **Policy Challenges**. While the interpretation of policy can be dealt with through the complaints process, specific challenges of policy should be submitted through the chain of command to the appropriate single Service Accommodation Colonel.

C. **Allowances**. Any accommodation related allowances, including Home to Duty, Get You Home, Disturbance Expenses, and Food and Incidentals Allowance, are covered by the Casework and Appeals process detailed in JSP 752 - Tri-Service Regulations for Expenses and Allowances.

D. **4-Tier Grading Challenges**. All challenges relating to SLA charging, including an accommodation grading error are covered in 9.8.

9.3.3 Stage 1 – Informal resolution

Heads of Establishment (HoE) should have a published SLA complaints process for occupants, including powers of redress that details how issues should be raised through to the HoE. A formal record of complaints must be retained. It is the complainant's responsibility in the first instance to raise concerns to the relevant Mess Manager or

accommodation office/regional help desk for resolution. They are required to respond within one week of receipt. If the issue remains unresolved, it should be formally raised to:

A. **Officers**. President of the Mess Committee/Mess President.

B. **SNCOs**. Chair of the Mess Committee/Mess Supervising Officer.

C. **ORs**. Chain of Command.

If the complaint remains unresolved, in all cases, the complaint must be raised to the HoE via the complainant's Chain of Command.

9.3.3.1 Recommended timelines for Stage 1 SLA complaints

A. Acknowledgement within 24 hours.

B. Response, or update, within 7 working days.

C. Subsequent updates, if required, within 5 working days.

9.3.4 Stage 2 – Formal Complaint

If the complaint remains unresolved, the complaint should be raised to the Head of Establishment (HoE) through the complainant's Chain of Command. Only matters raised within the Stage 1 complaint, or directly related to the handling of the complaint, will be considered at Stage 2. The HoE conduct an appropriate investigation and then seek to resolve the complaint. It is advised to contact the Local Service Commander, who may have a better insight into the complaint and ensure there's parity with the number complaints of that nature. In addition, if required, advice and information should be sought from independent experts.

9.3.4.1 Recommended timelines for Stage 2 SLA complaints

A. Acknowledgement within 3 working days.

B. Response, or update, within 15 working days.

C. Subsequent updates, if required, within 5 working days.

9.3.5 Stage 3 – Policy Review by the Accommodation Complaints Review Panel (ACRP)

Once the Stage 2 process has been completed and the case closed, a Stage 3 review request can be submitted to the Accommodation Complaints Review Secretariat, within Defence People-Accommodation where the complainant believes that accommodation policy has been misinterpreted or misapplied at Stages 1 or 2 of the complaints process. Stage 3 submissions must explicitly state which aspect(s) of accommodation policy the complainant believes has been misinterpreted or misapplied and provide evidence to support their claim. Where there is no doubt that the circumstances of the case fall outside the scope of a Stage 3 review, as listed below, the STT complaints process will be considered terminated at the end of Stage 2. At this point the complainant can elect to escalate the case to Service Complaint if dissatisfied with the response.

9.3.5.1 *Admissibility*

Upon receipt of a Stage 3 complaint, the ACRP Secretary will undertake an initial review and respond within 5 working days to confirm the next course of action; this will be:

A. **Accepted for full review**. The ACRP Secretary will present the case for review to the Accommodation Complaints Review Panel. The Panel, chaired by Hd People Accommodation, or their appointed deputy, will normally conduct its business by email and comprises OF5 or above representation from the complainant's Service and an OF5 or equivalent representative from DIO Accommodation.

B. **Rejected – Out of scope for Stage 3 review**. This may be because of any the following:

- All matters covered at 9.4.2.

- Where the redress requested is outside of the remit of the ACRP, including financial redress.

- The ACRP are unable to arbitrate on cases relating to the individual conduct of IP or MOD employees as these matters should be addressed through the relevant HR process.

C. **Rejected – Time Barred/Open at Stages**. Cases that have not been closed at Stage 2 will not be accepted at Stage 3.

9.3.6 Fast track process

Where a case cannot be satisfactorily resolved at the current Stage, but it could be resolved at a later Stage, then it can be agreed to escalate it directly to the next Stage. Prior

agreement needs to be sought from either the HoE (Stage 2) or Defence People Accommodation (Stage 3) before a case can be escalated and the complainant is to be formally notified of this decision. Once escalated the response times of that Stage then apply.

9.3.7 Closure

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

A. **Stage 1**. Complaints should not be closed until the restorative action agreed has been completed.

B. **Stage 2**. Complaints are closed with a formal written response from the HoE, which will include details of the next stage if the complainant is dissatisfied with the response.

C. **Stage 3**. The policy review is completed with a formal written response from either the Review Secretariat or the Chair of the Review Panel.

9.3.7.1 Reopening closed complaints

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

9.3.8 Redress sought

Submissions should be clear as to the redress they are seeking as resolution to the complaint. The powers of redress available through the SFA/SSFA complaints process vary at each stage, as follows:

A. **Stage 1**. Any redress they deem appropriate to resolve the complaint, which could include an apology, commitment to resolve the matters within a set timescale.

B. **Stage 2**. The HoE can only provide redress within the scope of their delegated powers. They can, and will, seek to resolve matters for the complainant, but if the resolution is outside of the contract, then they have no ability to direct the contractor to conduct a specific action, such as the payment of financial compensation.

C. **Stage 3**. The Review Panel has the power to consider where policy may or may not have been interpreted correctly and provide appropriate redress this includes direction to the HoE to reverse decisions where policy has been misinterpreted or misapplied.

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

9.3.9 Compensation/Financial reimbursement

Where the redress sought is financial and related to contractual issues/disputes around alleged failures by the IP to deliver acceptable service levels to individuals of Defence provided accommodation, or reimbursement of costs incurred for issues outside the scope of the contract, the complainant can consider escalating their case to Service Complaint following the completion of Stage 2.

9.3.10 Submission

Wherever possible, to expedite complaint handling, complaints should be submitted electronically in accordance with local processes.

9.3.11 Assurance of Outcomes

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

9.4 Substitute Single Service Accommodation (SSSA) Complaints

The accommodation complaints process is a three Stage Special-to-Type (STT) procedure that exists to deal with matters related to the delivery of Service accommodation. In accordance with JSP 831 - Redress of Individual Grievances: Service Complaints: Part 13 the STT process must be completed prior to the submission of a Service Complaint on the matter.

9.4.1 In scope

A complaint must relate to an action (or inaction) by the unit and/or the Substitute Contractor responsible for the delivery and maintenance of SLA/SSSA in accordance with

the extant accommodation policy. Areas for a complaint include, but not specifically limited to:

A. Unresolved issues.

B. Impolite or unhelpful MOD staff and/or contractors.

C. Failure to achieve repair/works services in the contractual target time.

D. Unfair or inconsistent interpretation by Contractors, or MOD staff, of accommodation policies or processes.

E. Failure to meet legal responsibilities/contractual obligations.

F. A decision which affects the occupant in an adverse way (which the occupant considers could reasonably have been foreseen).

G. A failure to complete an agreed task.

9.4.2 Out of scope

These areas are defined because they are either outside of the powers of the complaints panel or are covered by other processes. If a complaint is submitted regarding one of these matters, then the Stage 1 response should include details of the relevant process that needs to be followed. The matters that are out of scope include, but are not limited to:

A. **Policy**. While the interpretation of policy can be dealt with through the complaints process, specific challenges of policy should be submitted through the chain of command to the appropriate single Service Accommodation Colonel.

B. **Allowances**. Any accommodation related allowances, including Home to Duty, Get You Home, Disturbance Expenses, and Food and Incidentals Allowance, are covered by the Casework and Appeals process detailed in JSP 752 - Tri-Service Regulations for Expenses and Allowances.

9.4.3 Stage 1 complaint

Where a matter occurs that requires the SSSA occupant to raise a complaint it should be submitted to the Substitute Contractor. The circumstances will be investigated, and the contractor will then seek to resolve the complaint.

9.4.4 Stage 2 complaint

Only when the Stage 1 process has been completed and the case closed, can a Stage 2 complaint be submitted to DIO Accommodation. Only matters raised within the Stage 1 complaint, or directly related to the handling of the complaint, will be considered at Stage 2. Any additional matters should be submitted as a separate Stage 1 Complaint. The DIO will conduct an appropriate investigation and then seek to resolve the complaint. If required advice and information should be sought from independent experts.

9.4.5 Stage 3 complaint

Once the Stage 2 process has been completed and the case closed, a Stage 3 review request can be submitted to the Accommodation Complaints Review Secretariat, within Defence People-Accommodation. The secretary will review the complaint for action. Should the ACRP secretary and chairman be unable to resolve the complaint they will present the case for review by the Accommodation Complaints Review Panel. The Panel will normally conduct its business by email, and it is chaired by Head People Accommodation and comprises an OF5 or above representative from the complainants Service4 and an OF5 or equivalent representative from DIO Accommodation. Cases that are assessed as not requiring a review or outside the scope of Stage 3 will be responded to directly by the Secretariat.

9.4.6 Fast track process

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

9.4.7 Closure

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

A. **Stage 1**. Complaints should not be closed until the restorative action agreed by the Contractor has been completed.

B. **Stage 2**. Complaints are closed with a formal written response from DIO Accommodation, which will include details of the next stage if the complainant is dissatisfied with the response.

C. **Stage 3**. The review is completed with a formal written response from either the Review Secretariat or the Chair of the Review Panel.

9.4.7.1 Reopening closed complaints

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

9.4.8 Redress sought

Submissions should be clear as to the redress they are seeking as resolution to the complaint. The powers of redress available through the SSSA complaints process vary at each stage, as follows.

A. **Stage 1**. The contractor can provide whatever redress they deem appropriate to resolve the complaint, which could include an apology, commitment to resolve the matters within a set timescale or even financial compensation.

B. **Stage 2**. DIO Accommodation can only provide the redress if it is within the scope of the substitute contract. They can, and will, seek to resolve matters for the complainant, but if the resolution is outside of the contract then they have no ability to direct the contractor to conduct a specific action, such as the payment of financial compensation.

C. **Stage 3**. The Review Panel has the power to consider where policy may or may not have been interpreted correctly and provide appropriate redress. However, outside of this its powers to direct specific redress are also limited to the scope of the substitute contract.

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

9.4.9 Compensation/Financial reimbursement

Where the redress sought is financial and related to contractual issues/disputes around alleged failures by the IP to deliver acceptable service levels to individuals of Defence provided accommodation, or reimbursement of costs incurred for issues outside the scope

of the contract, the complainant can consider escalating their case to Service Complaint following the completion of Stage 2.

9.5.10 Submission

9.4.10.1 Stage 1

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

9.4.10.2 Stage 2

A. **Online** through the electronic form available via the DIO page5 on the Defence Intranet.

B. **By Email**. By writing to the DIO Customer Service Team at DIORDAccnStage2NOREPLY@mod.gov.uk setting out the Stage 2 Complaint, including:

- The Stage 1 Complaint reference number (which begins with CAS).
- The complainant's name and telephone number.
- The SFA address relating to the complaint.
- Why the Stage 1 Complaint was not satisfactorily resolved.
- The desired outcome or remedy sought.

Any emails not containing all of this information will not be accepted by the Customer Service Team.

9.4.10.3 Stage 3

Following the closure of a Stage 2 Complaint, a request for a Stage 3 Policy Review can be submitted:

A. **Online**. For UK MODNET users only: Stage 3 Complaints Form

B. **By Email**. By writing to People-Accom-ACRP-Stage3@mod.gov.uk

C. **By Letter**. Submissions via letter can delay response times. Write to:

Accommodation Complaints Review Panel Secretariat,
People Accommodation,
Ministry of Defence,
Floor 6, Zone N,
Main Building,
Whitehall,
London,
SW1A 2HB

All submissions to the ACRP must include the following details:

- The Stage 1 and 2 Complaint reference numbers.
- The complainant's name, full postal address, email address and telephone number.
- The SFA address relating to the complaint.
- The area of policy it is felt has been misinterpreted or misapplied.
- The desired outcome or remedy sought.

9.4.11 Timings

To effectively deal with complaints, it is necessary for them to be considered as close as possible to the date of the matter arising. Therefore, complaints are to be submitted within the timings detailed below.

A. **Stage 1**. 28 working days of the incident.

B. **Stage 2**. 28 working days from receipt of the Stage 1 response.

C. **Stage 3**. 28 working days from receipt of the Stage 2 response.

Complaints submitted outside these timings will only be considered if there are clear extenuating circumstances, such as deployments or training. Accepting complaints outside of these timings will be assessed on a case-by-case basis.

9.4.12 Complaint handling

Each stage of the complaints process should be dealt with expeditiously, but this should not be at the expense of matters being thoroughly investigated and given full consideration. The complainant should be kept informed of the complaint's progress and the following response timings should be followed wherever possible.

9.5.12.1 Stage 1

A. Acknowledgement within 3 working days.

B. Response or update within 15 working days.

C. Subsequent updates if required within 5 working days.

9.5.12.2 Stage 2

A. Acknowledgement within 3 working days.

B. Response or update within 15 working days.

C. Subsequent updates if required within 5 working days.

9.5.12.3 Stage 3

A. Acknowledgement within 5 working days.

B. Response or update within 28 working days.

C. Subsequent updates if required within 10 working days.

9.4.12.4 Out of scope assessment

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

9.4.12.5 Redress sought

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

9.4.13 Assurance of Complaints handling

9.4.13.1 Stage 1

There are formal contractual processes in place to provide assurance of Stage 1 complaints by the contractor. These include regular holding to account meetings; monthly 10% audit checks; and authorisation/review of time relief arrangements. In addition, any evident issues or trends are subject to ad hoc risk based DIO audits. In addition, the DIO Performance & Assurance Team conduct an annual EM02 Management Process Audit on Customer Services, as well as ongoing governance/assurance checks on the Stage 1 Complaints process.

9.4.13.2 Stage 2

The chain of command in DIO Accommodation is responsible for assuring the effective delivery of Stage 2 of the complaints process. This is undertaken through regular audits of outstanding and closed Stage 2 complaints. In addition, for any cases that progress to Stage 3 how the complaint has been managed will be considered and if required recommendations for improvements will be made.

9.4.13.3 Stage 3

The chain of command in MOD People Accommodation is responsible for assuring the effective delivery of Stage 3 of the complaints process and maintaining a detailed record of submissions. In addition, for any cases that progress to Service Complaint how the complaint has been managed will be considered and if required recommendations for improvements will be made.

9.4.13.4 Assurance of outcomes

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

9.4.14 SSSA appeals

Personnel will have the opportunity to appeal if they consider that the property the MOD contractor has offered them does not meet their entitlement or they reject it for exceptional personal reasons. The Service person, or their proxy' should raise the appeal within 24 hours of the viewing/move in appointment. The process of appeal is as follows:

A. The MOD contractor will attempt to remedy any problem within their power at the time of the appointment.

B. Personnel intending to appeal are advised to move into the property and appeal through their Unit/Chain of Command. If they do not move in on appeal, the MOD contractor will not provide temporary accommodation.

C. The Service Person must raise their appeal via email to their Unit/Chain of Command using the SSSA Appeal Form, ensuring the Substitute Accommodation Team (SAT) are copied in (DIORDAccn-SubAccn@mod.gov.uk). The applicant is to ensure they have provided full evidence to support the appeal and that this is submitted at the time of any submission. The chain of command should answer the appeal within 3 working days, from receipt of the appeal.

D. If the applicant's Unit/Chain of Command deem that the property shown meets the entitlement and that the applicant has not provided sufficient grounds to turn down the offer on appeal, for personal reasons, the applicant will be required to accept the property.

E. If the Unit/Chain of Command agrees with the applicant, then the appeal should be raised to the appropriate Accommodation Colonel's office (Regional Command for the Army) for an independent decision to be made. The SAT and Unit/CoC must be informed of the outcome within 5 working days of receipt of the appeal.

F. If an appeal is supported by the CoC and single Service Accommodation Colonel the MOD contractor will be required to provide an alternative property in line with the application timeframe for administration by the contractor. Personnel will continue to occupy the property that was initially allocated until that time.

G. Where an appeal is not supported failure to accept the allocated property will be taken to mean that the applicant has waived their entitlement to publicly funded single living accommodation and they will be required to make private arrangements at their own expense. They may re-apply for SSSA after 6 months if an entitlement still exists.

H. If the applicant removes themselves from the scheme, the SAT should be informed as soon as possible so that a move out can be arranged, and the application can be closed.

I. Personnel retain their right of complaint through the normal Service channels.

9.5 Common Law Claims

Common law claims relating to personal injury, or damage sustained to personal property due to negligence on the part of the MOD can be considered independently of the STT accommodation complaints process. Common law claims will be considered on the basis of whether or not the MOD has a legal liability to pay compensation. Where there is a proven breach of legal liability, compensation is paid. Although MOD may have a legal responsibility, compensation will not be awarded, if following investigation, the Department is not in breach of duty. Common law claims should be directed to MOD's contracted claims administrators, Topmark Claims Management Solutions, part of the Davies Group at Defence.CM@davies-group.com.

9.6 CAAS Challenges and appeals

The CAAS Challenge and Appeals process, is a two Stage Special-to-Type (STT) procedure that exists to deal with a Challenge/Appeal following either New Occupancy or on Reassessment. In accordance with JSP 831 - Redress of Individual Grievances: Service Complaints: Part 17 the STT process must be completed prior to the submission of a Service Complaint on the matter.

9.6.1 Scope

DIO are responsible for managing the CAAS Challenge and Appeals process, which applies to all SFA and SSFA, including Overseas, where a CAAS Band is applied. A summary of the process is provided below.

9.6.1.1 Stage 1 challenge

A. **UK**. Raise issue with DIO Service Provider in writing as a Stage 1 Challenge; individual is to provide reason for challenge against one or more of Condition, Location and Scale criteria, providing detail as to the basis of the challenge.

B. **Overseas**. Raise issue with DIO UK Service Provider, who will be responsible for directing the Challenge to the appropriate Local OS office. Reasons for challenge against one or more of Condition, Location and Scale criteria, must be provided with detail as the basis of the challenge.

C. **Delegated Authority**.

- Delegated authority to review the original evidence-base and confirm the assessment is in accordance with the regulations.

- Authority to award temporary or permanent reduction or increase in CAAS Band.

- Does not have authority to alter existing policy or set a precedent.

9.6.1.2 Stage 2 challenge

A. **UK**. If not satisfactorily resolved, the issue may be raised with DIO Accommodation through the DIO Service Provider.

B. **Overseas**. If not satisfactorily resolved, the issue may be raised with DIO CAAS OS Team.

C. **Delegated Authority**.

- Delegated authority to review the original challenge decision, consider any new evidence presented by the occupant or other parties and confirm the assessment is in accordance with the regulations.

- Authority to award temporary or permanent reduction or increase in CAAS Band.

- Authority to backdate any over-payment.

- Does not have authority to alter existing policy or set a precedent.

9.6.2 Challenge of CAAS Banding

Occupants may challenge the evidence-base of the assessment findings, either on New Occupancy against any of or a combination of the three criteria (Condition, Scale or Location); on Reassessment (only on the criteria that has been re-assessed), or on the introduction of a policy change from the date of implementation of that change. It must be stated what the challenge relates to, and the restorative action sought. Occupants have 28 working days, from the date of occupancy, receipt of notification or implementation date of the policy change in which to challenge the CAAS band and/or Garage Charge, both in writing (or e-mail).

9.6.2.1 Admissibility

If a challenge is raised at Stage 1, it is for the DIO Service Provider to determine whether the circumstances presented are exceptional and whether they fall within or out with the

intent of this JSP. Having considered the relevant information, the DIO Service Provider may decide to:

A. **Uphold the challenge**. Where it is agreed the assessment and administration of the charge has been applied incorrectly (in accordance with the regulations in this JSP), the challenge will be upheld, and the charge amended accordingly.

B. **Reject the challenge**. If the assessment and administration of the charge has been applied correctly (in accordance with the regulations in this JSP), the challenge will be rejected.

C. **Refer the challenge**. Where the case falls out with the intent of this JSP, and / or the circumstances are believed to be exceptional, the case may be referred to DIO Accn together with any supporting evidence.

Any change in accommodation band arising from a successful challenge will be backdated to the date of occupancy or reassessment.

9.6.3 Appeal of CAAS Banding

Occupants have 28 working days, following receipt of the outcome of a CAAS Challenge to raise an Appeal. This appeal can either be in writing (or e-mail).

If an appeal is raised at Stage 2, it is for DIO Accn to review the findings of the DIO Service Provider and to determine whether the circumstances presented fall within or out with the intent of this JSP. SP serving OS are to submit their Stage 2 Appeals to the CAAS OS Teams multi-user email account: DIORDAccn-CAASOSMultiuser@mod.gov.uk. Having considered the relevant information, DIO Accn may decide to:

A. **Uphold the appeal**. If it is assessed that the charge has been applied incorrectly, the appeal will be upheld, and the charge amended accordingly.

B. **Reject the appeal**. If it is assessed that the charge has been applied correctly, the appeal will be rejected.

C. **Refer the appeal**. Where it is considered that there is sufficient justification for exceptional treatment, DIO is to staff casework to People-Accommodation. In considering the case, People-Accommodation may consult with the Single Service Authority and will respond to DIO.

Any change in accommodation band arising from a successful appeal will be backdated to the date of assessment.

9.6.4 Timings

Where an occupant perceives they have reasonable grounds for their case to be considered 'out of time' they should seek an exception to the 28-day ruling by providing appropriate evidence. Accepting Challenges and Appeals outside of these timings will be assessed on a case-by-case basis.

A. **Stage 1 challenge**. Submission within 28 working days from either date of New occupancy letter (MI) or from the date of reassessment notification.

B. **Stage 2 appeal**. 28 working days, following receipt of the outcome of a CAAS Stage 1 Challenge.

9.6.5 Challenge and appeal handling

Each stage of the challenge process should be dealt with expeditiously, but this should not be at the expense of matters being thoroughly investigated and given full consideration. The following response timings should be followed wherever possible.

9.6.5.1 Stage 1 challenge

A. Acknowledgement within 3 working days.

B. Response within 28 working days.

9.6.5.2 Stage 2 appeal

A. Acknowledgement within 3 working days.

B. Response within 28 working days.

At each stage of the process a formal written response will be provided, which clearly explains the reasons for any decision.

9.7 4-Tier Grading (4TG) challenges

9.7.1 Scope

SP can challenge their SLA charge in the following circumstances:

A. Where believed there has been an administrative error, and the accommodation grade has been incorrectly recorded on JPA.

B. Where believed that there is an error in the Grading Points Summary Sheet.

C. Where believed that the 4 Tier Grading Board was not conducted in accordance with policy.

9.7.2 Responsibilities

On moving into SLA, the accommodation sponsor is responsible for informing occupants:

A. Of the current Grade for Charge of their accommodation.

B. That they have 3 months, from the date of their occupation, in which 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.

9.7.3 4TG Grading Board

Following a Grading Board should the SLA occupant suspect that there is an error in the Grading Points Summary Sheet or wish to challenge the findings of the Board, they should immediately inform the appropriate sponsor in writing. The findings of the Board may then be reviewed.

9.7.3.1 Invalidation

The findings of a Board will be invalidated if:

A. The results of the Grading Board are not staffed within 2 months of the date of the Board's visit as specified in the 4TG Board Convening Order, and not notified to occupants within 3 months of that date as specified in the 4 Tier Grading Board Convening Order and notified in the Record of Proceedings.

B. A breakdown in the grading procedures takes place within the prescribed timeframe which results in occupants of affected accommodation being unfairly disadvantaged.

9.7.4 Actions

To avoid long-term retrospective claims, challenges of grade on first occupancy must initially be examined within 1 month of receipt of the challenge by a representative of the Service Authority and the accommodation sponsor. Depending on the outcome of the initial visit the Service Authority is to determine whether there is a requirement for a full Grading Board to take place. If there is a requirement, the full Grading Board's site visit must take place within 3 months of receipt of the challenge.

9.7.4.1 Refund of charges following grading errors or upheld challenges

Where an error or challenge is upheld, MOD (via the Service Authorities) has delegated authority by HM Treasury to allow a refund of accommodation charges back to the date of occupancy; subject to approval by the appropriate budget-holder. Any request outside of this delegation would require exceptional HM Treasury approval via People Accommodation.

9.8 Policy challenges

Any challenges relating to accommodation policy (as opposed to complaints on the delivery of accommodation) should be raised with the Chain of Command (CoC), clearly detailing 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, advice may be sought from the relevant single Service Accommodation Colonel policy staff, who will judge if either the interpretation of policy is appropriate and/or where they perceive that the policy is inappropriate. Where they believe that the challenge merits a review of policy as opposed to consideration under casework, the Accommodation Policy Working Group will consider the work.

9.8.1 Accommodation Policy Working Group (APWG)

The APWG includes representation from the single Services, UK StratCom, Defence Infrastructure Organisation and Defence Equipment and Support. Meeting on at least a quarterly basis, the working group consider accommodation policy issues including those identified through casework, challenges, changes in legislation or other Defence policies and propose improvements. Any member of the APWG can propose a review of policy.

9.8.2 Accommodation Steering Group (ASG)

The Accommodation Steering Group (ASG) is chaired by Hd Accommodation Policy and includes senior representation from the single Services, UK StratCom, Defence Infrastructure Organisation and Defence Equipment and Support. Meeting at least once a year they provide strategic direction on accommodation policy to the APWG and consider

recommendations proposed by the APWG. As necessary the ASG will identify decisions that should be taken by the People Leadership Team or at Ministerial level.

10 Document information

10.1 Document Information

Filename:	JSP 464 Volume 1 – UK Accommodation Policy
Document ID:	
Owning Function / Team:	Accommodation Policy Team
Service Owner (1*):	Hd Accommodation Policy
Approving Authority:	CDP

10.2 Document Versions

Version	Pub. Date	Revision History	Revised Pages
1	16/09/2025	Policy Simplification	N/A
2	14/10/2025	Corrective updates following policy simplification	N/A
3	16/12/2025	Policy Amendments & Corrective updates.	3.5.4 Parking & Garages. 3.7.14.2 Costs falling to the occupant. 4.3.1.2 Adoption
4	12/3//26	Policy Amendments & Corrective Updates	3.5.7 Enhancements 3.9 Anda
5	31/3/26	Policy Amendments & Corrective Updates	3.8 Retention of SFA/SSFA. 3.5.7 Enhancements 3.7.10.4 Personal interests in SSFA property

			4.15.6 Support to find alternative housing 5.10.4 University Halls of Residence 5.11.2(b)Ineligibility
6	10/7/26	Policy Amendments & Corrective Updates	3.1.3 Types of SFA 3.5.10.6 Maintenance of Front Garden – New Build/Capital Purchase Properties 3.6.1.1 Pre-move out advisory visit 4.7.1.1 Following estrangement 5.11.3.2 Junior Officers and Other Ranks 5.4.8 MOD Civil Servants Key Staff Status 6.2 MOD Civil Servants Key Staff Status 6.2.E Joint Medical Employment Standard (JMES 6.6.1 Permission to Let 6.6.1.1-Property purchased as an RWA 6.6.5.2-SPR Properties 7.1.1.4- *Ex-officio SFA* 8.1.1 Conditions of use

7	1/9/26	Policy Amendment.	3.2.1 Application points 3.10 Occupation of Temporarily Surplus SFA 3.10.1 Cohabitation in temporarily surplus SFA3.10.2 Prioritisation of eligible personnel 4.2.2 On registering an established long-term relationship
8	30/9/2026	Policy Amendments & Corrective Updates	3.2.1B Application points 3.3.1 Making the offer 3.5.2 Payment for Damage 3.5.6 Decoration of SFA 3.5.14 Business or Commercial activity 3.8.2.8 Education of Service children 5.11.2 Ineligibility 5.11.11.2 Joined by a family member 6.5.1.1 Permission to Let 6.5.1.4 Extenuating Circumstances 6.5.3 Commencement or Termination of Letting 6.7.5 Application for Early Termination, or Transfer to a

			Shorter Engagement 6.9.2 Circumstances in which recovery of advance may be waived 9.3 SSA/SSFA Complaints
9	16/11/2026	New Policy Added	3.14 Antisocial Behaviour.

11 Diversity and Inclusion

MOD respects and values people of all backgrounds. The Tri-Service Accommodation regulations are designed to ensure all employees are treated in a fair, transparent and consistent manner. All those involved in the management of MOD employees must abide by legislation and should adhere to MOD policy.

For more information on diversity and inclusion, please see the MOD Diversity & Inclusion Pages on MODnet.

This policy has been subject to an Equality Impact Assessment (EqIA).