

JSP 464

TRI-SERVICE ACCOMMODATION REGULATIONS (TSARs)

PART I

**UNITED KINGDOM SERVICE FAMILY ACCOMMODATION (SFA)
AND SUBSTITUTE SERVICE FAMILY ACCOMMODATION (SSFA)**

As at 13 Jul 12

MINISTRY OF DEFENCE
DCDS(Pers) Service & Veterans' Welfare
SP 05.04.04.01

RECORD OF CHANGES

[illegible]

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CHAPTER 1

INTRODUCTION

SECTION I

STRATEGIC OVERVIEW

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

0102. **Responsibility for Policy.** Policy is approved by The Defence Council for the Army and the RAF and by the Privy Council for the Royal Navy. Within MOD, the Secretary of State for Defence has overall responsibility for all aspects of Defence. He chairs the Defence Council [which directs PUS] and thence the DCDS(Pers). With few exceptions, DCDS(Pers) formulates Service living accommodation policy on behalf of the Defence Council in respect of all three services pursuant to its powers and delegations. Where policy responsibility lies elsewhere, the lead organisation is indicated at the top of the relevant regulation within this JSP. DCDS(Pers) delegates responsibility for the formulation of tri Service living accommodation policy lead to the Director Service Personnel Policy (D SP Pol). Within SP Pol, the head of Service & Veterans' Welfare (SVW) delegates day to day responsibility for accommodation policy to the Asst Head SVW – AFW, the regulations for which are promulgated in this JSP. In discharging these responsibilities, the Asst Head SVW – AFW may consult with the single Service Housing Colonels. Sponsorship and periodic review of the policy is vested in SVW-Accommodation Policy (SVW-AP) staff. Proposals for changes to this JSP should be submitted to SVW-AP via the single Service Housing Colonel staffs.

0103. **JSP 464.** JSP 464 - Tri Service Accommodation Regulations (TSARs) is the overarching and definitive policy source document for the provision of Defence living accommodation and takes primacy on all accommodation matters. The sponsorship of JSP 464 is vested in Hd DCDS (Pers) SVW who is responsible, through the forum of the Living Accommodation Working Group (LAWG) and the Service Welfare Steering Group (SWSG) for the periodic review of the JSP in consultation with single Service Personnel Policy staffs, and the respective providers of Defence living accommodation in UK and overseas. Any requirement for bespoke living accommodation policy, outside the framework of JSP 464, should be submitted to Hd DCDS (Pers) SVW for approval by the LAWG/SWSG.

SECTION II

JSP 464 PART 1 (UK)

0104. **Scope.** JSP 464 Part 1 provides policy guidelines for the provision of Service Family Accommodation (SFA) and Substitute Service Family Accommodation (SSFA) in UK by the Defence Infrastructure Organisation Operations Accommodation (DIO Ops Accommodation).

0105. **Division of responsibilities.** The definitive responsibilities of the various organisations involved in the provision of housing in UK (as agreed by the Service Personnel Executive Board¹), is at Annex A.

SECTION III

DEFENCE INFRASTRUCTURE ORGANISATION OPERATIONS ACCOMMODATION (DIO OPS ACCOMMODATION)

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

0107. **DIO Ops Accommodation customer interface.** The interface between DIO Ops Accommodation, the Customers and the principal stakeholders is illustrated at Annex B.

0108. **DIO Ops Accommodation contact list.** Details of DIO Ops Accommodation's Housing Allocations Service Centre (HASC) telephone numbers and e-mail addresses are at Annex C.

SECTION IV

MOD'S POLICY FOR THE ALLOCATION OF SFA

0109. **Service personnel.** Officers are allocated SFA primarily by rank, however, other factors such as family size, appointment, representational responsibilities and personal choice may influence the final allocation. Other Rank accommodation is allocated by family size, although personal choice may influence the final allocation. As a guiding principle, officers should not be accommodated in Other Ranks Service Family Accommodation (ORSFA), and similarly, Other Ranks should not be accommodated in Officers Service Family Accommodation (OSFA). Any exceptions may only be made by the Local Service Commander in consultation with the HASC.

¹ Directed Letter D/SPPolAccn/30/4/1/1 dated 26 Oct 01 refers.

0110. **Entitled civilian personnel.** Entitled civilians are allocated SFA by equivalent military rank (EMR) and appointment.

SECTION V

MOD'S POLICY ON CO-HABITATION IN PUBLICLY FUNDED ACCOMMODATION

0111. **Service & Civilian personnel.** Under no circumstances may Service or Civilian personnel co-habit with a partner (who is not their legal spouse/civil partner) in SFA or SSFA. 'Cohabitation' describes a situation where the accommodation becomes the home of another person.

0112. **Unaccompanied personnel.** Unaccompanied personnel occupying SFA or SSFA (and in receipt of unaccompanied allowances) may have spouse/civil partner/family visits for no more than 28 days (aggregated or continuous) in any 61 day period. Personnel who permit spouse/civil partner/family visits for more than 28 days in any 61 day period may, at the discretion of the Local Service Commander, be classified as serving accompanied and their unaccompanied status (and the payment of certain allowances associated with that status) may cease. They may also be liable to SFA charges.

SECTION VI

MOD'S HIGH THREAT PERSONNEL POLICY

0113. **Protective Security Measures.** Protective Security Measures may be required for individual personnel and their families under MOD High Threat Personnel Policy, with installation authorised by the Directorate of Defence Security in UK. This expenditure is managed on a Cash Risk basis from existing DIO Ops Accommodation budgets within UK. Because personal security is at risk the highest priority must be accorded to the installation of Protective Security Measures, as detailed in EBMS Housing section 1.10.6.16.

SECTION VII

ACCOMMODATION CHARGES

0114. **Accommodation charges.** Accommodation charges for SFA are recommended by the AFPRB and based on a daily SFA Charge, in accordance with the 4 Tier Grading System. Accommodation charges are sponsored by Hd DCDS(Pers) PM and further details can be found in [JSP754](#).

SECTION VIII

ASSOCIATED PUBLICATIONS

0115. **JSP 308.** JSP 308 is the Joint Service Scales of Accommodation Stores which describes the scaling of furniture and Defence Accommodation Stores (DAS) in Service accommodation. Sponsorship of JSP 308 rests with NPPO(DAS).

0116. **JSP 315.** JSP 315 is the Services Accommodation Code which lays down the general standards set by MOD (with the agreement of HM Treasury) for the provision of accommodation for the Armed Forces. Scales 21 and 22 refer to Officers and Other Ranks Family Quarters. Hd DCDS(Pers) SVW is the 'Patron'² of Scales 21 and 22, with day to day responsibility vested in Asst Hd DCDS(Pers) SVW-AFW.

0117. **JSP 362 – Chapter 16.** JSP 362 Chapter 16 provides instructions on the use of hirings for SLA (overseas only) and is sponsored by DIO (Environment and Estate Policy).

0118. **JSP 384.** JSP 384 is the Defence Accommodation Stores Policy and Procedures. Sponsorship of JSP 384 rests with NPPO(DAS).

0119. **JSP 456.** JSP 456 Chapter 5 provides instructions on the charges to be paid for non entitled messing and accommodation in SLA. Sponsorship of JSP 456 rests with MOD Fin Pol and Defence Catering Group. MOD Fin Pol (Repayment) is responsible for annually publishing a DCI containing the rates for non entitled messing and accommodation charges.

0120. **TSARs JSP 464 Part 4 (MOD's 4 Tier Grading for Charge Regulations).** Defence living accommodation is graded for charge in accordance with MOD's 4 Tier Grading for Charge Regulations which are contained in TSARS JSP 464 Part 4. Sponsorship of MOD's 4 Tier Grading for Charge Regulations jointly rests with Asst Hd DCDS(Pers) SVW-AFW and DCDS PERS-PM-PAY CHARGES SO1

0121. **JSP 752.** JSP 752 is the tri-Service Allowance Regulations. Sponsorship rests with DCDS PERS-PM.

0122. **JSP 754** JSP 754 is the **Tri-Service Regulations for Pay and Charges** and is sponsored by DCDS PERS-PM.

0123. **Fuel Subsidy Scheme.** Details of the Fuel Subsidy Scheme can be found in JSP 886.

0124. **DIO - Estates Business Management System (EBMS).** EBMS Housing is a reference source, drawn from JSP 464, which contains guidance and instructions on the operational conduct of all housing and estate management tasks, in order to ensure consistent best practice in managing SFA countrywide. EBMS Housing is available via the DIO Intranet.

0125. **DIO Ops Accommodation decant methodology.** The DIO Ops Accommodation decant methodology is a management tool designed to assist in determining whether occupants of SFA, which is subject to upgrade, should be decanted to another SFA either temporarily whilst the work is being undertaken, or on a permanent basis. The methodology is based on a points system that enables the severity of the work to be assessed in a consistent and objective manner, and which may trigger decant when a score of 10 points or more is accumulated. Subject to any overriding health and safety considerations, ultimately, the decision to decant rests with the occupant in consultation with DIO Ops Accommodation. Implicit within the methodology is the requirement to provide maximum notice to occupants of SFA that upgrade work will be undertaken.

² Patron – meaning responsibility that Scales 21 and 22 are developed in parallel with developments in personnel policy.

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

SECTION IX

DEFINITIONS

0126. **Summary.** A Summary of accommodation related definitions is at Annex D.

RESPONSIBILITIES FOR SERVICE FAMILY ACCOMMODATION (SFA)

RESPONSIBILITIES OF MOD

1. MOD will:

- Set tri-Service accommodation policy (DCDS(Pers) D SP POL)
- Sponsor TSARs - JSP 464 Parts 1 (UK), Part 2 (Overseas), Part 3 (SLA) and Part 4 (MOD's 4 Tier Grading for Charge Regulations) - (Asst Hd DCDS(Pers) SVW-AFW).
- Subject TSARs to systematic and regular review in consultation with the Service PPO's staffs and the Housing Authorities³ through the auspices of the Living Accommodation Working Group (LAWG) and the Service Welfare Steering Group(SWSG).
- Set out the terms and conditions of occupancy of SFA which MOD considers to be reasonable in the Licence to Occupy SFA (Asst Hd DCDS(Pers) SVW-AFW).
- Promulgate accommodation charges as recommended by the AFPRB and agreed by the Government in the 'Annual Pay Letter' (DCDS Pers-PM-Allces SO1).

RESPONSIBILITIES OF THE SERVICE CHAIN OF COMMAND

2. The Services' chains of command will:

- Comply with TSARs - JSP 464 Parts 1, 2, 3 and 4.
- Assist in the development of TSARs via single Service PPO staffs.
- Abide by the Customer Supplier Agreements with DIO.
- Facilitate and encourage the resolution of issues between the Housing Authority and Licensees of SFA (via Unit Welfare Officers/Unit DIO Ops Accommodation Liaison Officers/local consultative/liaison groups) at the local level on those occasions when input from the Service authorities and specialist welfare, medical and educational agencies is necessary.

RESPONSIBILITIES OF THE SERVICE HOUSING AUTHORITY (DIO OPS ACCOMMODATION)

3. The Housing Authority (through the HASC) will:

- Comply with TSARs - JSP 464 Parts 1, 2, 3 and 4.

³ DE Ops Housing, HQ Land Forces, PJHQ and HQ Air Command

- Abide by the Customer Supplier Agreements with the Services.
- Abide by the terms and conditions of the Licence to Occupy.
- Input relevant details into JPA in order that charges for the period of occupation of the SFA may be deducted from the Licensee's pay.
- Ensure that an effective system exists to address issues direct with occupants prior to seeking the support and assistance of the Service chain of command.
- Seek the support and assistance of the Service chain of command in facilitating the resolution of issues at the local level on those occasions when input from the Service authorities and specialist welfare, medical and educational agencies and organisations is necessary.
- Seek vacant possession of the property through the courts in accordance with the Protection from Eviction Act 1977 in the event that Licensees fail to vacate SFA on expiry of the appropriate notice.

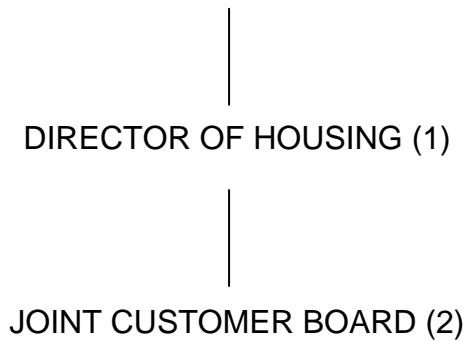
RESPONSIBILITIES OF THE LICENSEE

4. The Licensee will:

- Abide by TSARs - JSP 464 Parts 1, 2, 3 and 4 (as applicable for type of accommodation occupied).
- Sign the Licence to Occupy and abide by its terms and conditions
- Permit SFA charges and CILOCT to be deducted from their pay.
- Seek to resolve issues direct with the Housing Authority in the first instance prior to seeking the support and assistance of the Service chain of command.
- When necessary, seek the assistance of the appropriate Service chain of command in facilitating the resolution of housing related issues and in raising complaints where their involvement, and the involvement of specialist welfare, medical and educational agencies is appropriate.

DIO OPS ACCOMMODATION CUSTOMER INTERFACE

DEFENCE INFRASTRUCTURE ORGANISATION



Notes:

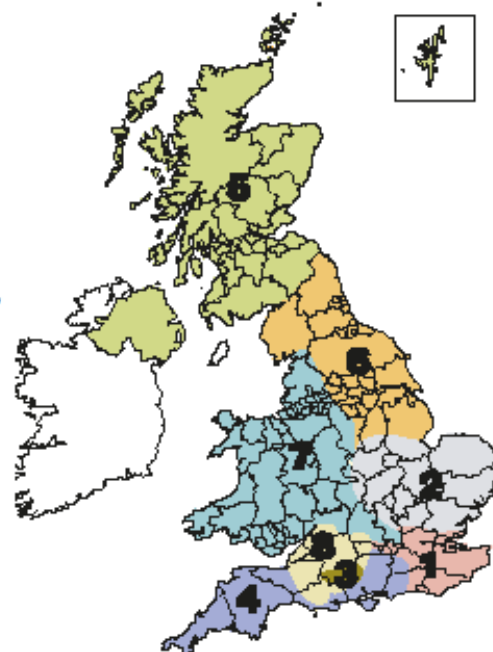
1. The Director Operations Accommodation (DOpsAccommodation) is head of the Accommodation Directorate and a member of the DIO Management Board.
2. Chaired by DCDS(Pers) - SPOO - D SP Pol. Members: DIO – DH, PJHQ – DACOS J1, WS DACOS Personal Fleet, ACOS Pers – Land, DPS(A) – Col PS4, DACOS CSpt (RAF), ASST HD DCDS(PERS) – SVW - AFW, DCDS(Pers) – SCW - Accommodation Policy, Navy Families Federation, Army Families Federation, RAF Association



Defence
Infrastructure
Organisation

Housing Allocations Service Centre (HASC) Area Map

- 1** All London locations plus: Arborfield, Brighton, Camberley, Canterbury, Chatham, Dover, Folkestone, Maidstone, Pirbright/Deepcut, Sandhurst, Shorncliffe, Thatcham (Hermitage), Windsor.
DIOOpsAccn-HASCTeam1@mod.uk
- 2** Bassingbourn, Bampton, Chicksands, Chilwell, Colchester, Cottesmore, Grantham, Henlow, Honington, Loughborough, Marham, Melton Mowbray, North Luffenham, Norwich, Old Dalby, Swanton Morley, Waterbeach, Wattisham, Wigston, Wimbish, Wittering, Woodbridge, Wyton. DIOOpsAccn-HASCTeam2@mod.uk
- 3** Andover, Boscombe Down, Bulford, Larkhill, Middle Wallop, Netheravon, Salisbury, Tidworth, Upavon, Warminster, Wilton, Worthy Down.
DIOOpsAccn-HASCTeam3@mod.uk
- 4** Aldershot, Bordon, Chivenor, Church Crookham, Culdrose, Crawley, Dartmouth, Exeter, Exmouth, Falmouth, Fareham, Gosport, Helston, Lymington, Marchwood, Newquay, Odiham, Plymouth, Portsmouth, St Mawgan, Taunton, Thorney Island, Wadbridge, Winchester.
DIOOpsAccn-HASCTeam4@mod.uk
- 5** All Scotland and Northern Ireland locations including: Aberdeen, Aldergrove, Arbroath, Aviemore, Ballykinler, Benbecula, Buchan, Craigiehall, Dumfries, Dundee, Edinburgh, Fort William, Glasgow, Helensburgh, Holywood, Inverness, Kinloss, Kirkwall, Lerwick, Leuchars, Lisburn, Lossiemouth, Perth, Prestwick, Rosyth, Stirling, Tain, Thurso, Wick. DIOOpsAccn-HASCTeam5@mod.uk
- 6** Boulmer, Bampton (Cumbria), Catterick, Coningsby, Cranwell, Digby, Dishforth, Driffield, Darlington, Fulford, Harrogate, Kirtlington, Leconfield, Leeming, Linton-on-Ouse, Newcastle, Ripon, Scampton, South and West Yorkshire, Spadeadam, Strensall, Topcliffe, Tyne Tees, Waddington, Whitby (RAF Fylingdales), York. DIOOpsAccn-HASCTeam6@mod.uk
- 7** Ashchurch, Beaconsfield, Benson, Bicester, Birkenhead, Bramcote, Brawdy, Brecon, Cardiff, Castlemartin, Chepstow, Chester, Cosford, Crickhowell, Donnington, Formby, Halton, Haverfordwest, Hereford, High Wycombe, Innsworth, Kineton, Lichfield, Maidenhead, Malvern, Market Drayton, Medmenham, Preston, Shawbury, Shrewsbury, Stafford, St. Athan, Tern Hill, Valley, Weeton, White Waltham.
DIOOpsAccn-HASCTeam7@mod.uk
- 8** Abingdon, Bath, Blandford, Bovington, Bristol, Brize Norton, Colerne, Corsham, Devizes, Didcot, Hullavington, Ilchester, Lyneham, Poole, Shrivenham, South Cerney, Trowbridge, West Moors, Wroughton, Yeovil. DIOOpsAccn-HASCTeam8@mod.uk



To request a repair:

England and Wales (MHS) 0800 707 6000
Scotland (TES) 0800 328 6337
Northern Ireland (Office hours) 0800 030 4651

NI occupants should contact their local guardroom for out of hours emergencies.

Occupants in PFI and SSFA properties, should refer to the handbook provided.

For Allocations, Appointments and General Housing Enquiries:

Apply at: <http://apps01.domls.r.mil.uk/e1132>
(MOD systems only to protect your information).

Email: **Please see above for e-mail addresses**

Freephone 0800 169 6322

Standard call rate 01904 418000

Military 94510 8000

Phone lines are open 08:30 to 13:00 Monday to Friday
(closes at 12:00 on last Wednesday of each month).

www.mod.uk/servicefamilyaccommodation

DIO Operations Accommodation April 2012 032673

ACCOMMODATION RELATED DEFINITIONS

1. **Personal Status Categories (PStatCat).** The personal status of Service personnel is defined by Personal Status Category (PStatCat). A list of PStatCat definitions can be found in JSP 752, Chapter 1 Section 4.
2. **Service Family Accommodation (SFA).** Accommodation provided for Service and entitled civilian personnel with dependent families. It is normally provided by means of Service Family Accommodation (SFA) or Substitute Service Family Accommodation (SSFA or hirings).
3. **Substitute Service Family Accommodation (SSFA).** Where SFA is not available, privately rented accommodation will be provided, allocated and managed by the MOD Accommodation Agency contractor. The standards of accommodation will remain the same as those to which Service personnel are currently entitled within these regulations.
4. **Entitled Service personnel.** Entitled personnel are guaranteed to be provided SFA or SSFA at the duty unit specified on their assignment order. To be entitled to SFA Service personnel within the UK and overseas must meet the criteria laid out at JSP 752 Chapter 1 Section 4.
5. **Eligible Service personnel.** Eligible personnel may apply to occupy temporarily surplus SFA only where it is available. To be eligible to occupy surplus SFA personnel within UK must meet the criteria laid out in JSP 464 Pt I Chapter 10 and, for those serving outside UK, at JSP 464 Pt II Chapter 9.
6. **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. **Children.** For the purposes of SFA allocation, a child is defined as ‘the natural child, or the adopted child of the Service person or his or her spouse, civil partner or other partner in respect of whom a Service Declaration has been made; or a child of the family⁴ who is below the age of majority (18 years of age). Unborn children, who are expected to be born within 6 months of occupation of SFA, are to be counted as members of the family. Exceptions to the age limit above are:
 - a. Dependent children who are under age 25, unmarried and in receipt of full-time education at school, 6th Form College, College of Further Education or an Institute of Higher Education (eg University), studying up to and including 1st degree level only and where the dependant child continues to reside with the parents in SFA, providing there is no more than a break of one academic year between the secondary and further education⁵.
 - b. Children of any age who are physically or mentally incapable of contributing to their own support.’
8. **Other Occupants.** Other occupants include non – dependant adult children, aged parents and full time nannies/au pairs for whom permission has been granted by DIO Ops

⁴ A term meaning any other child who is being brought up in the household of the husband/wife at his/her expense, or was so brought up immediately before the spouse/civil partners were estranged, separated by legal order, divorced or before their marriage was annulled or before the death of the wife/husband/partner. e.g a child for whom one is a legal guardian.’

⁵ The academic year is defined as the period between the last day of the summer term and the first day of the winter term in the following year (for example Jul 03 – Sep 04).

Accommodation to occupy SFA. Other occupants do not normally affect the size of SFA, however, subject to availability and where circumstances permit, the applicant may be allocated a larger SFA by DIO Ops Accommodation on payment of the appropriate charge for the Type of SFA occupied. In the case of single parents PStatCat2 and PStatCat1 couples when both partners are serving who need to employ a full time nanny/au pair specifically for child care, DIO Ops Accommodation is to allocate SFA which has sufficient bedrooms so that the full time nanny/au pair may be accommodated in their own bedroom.

9. **Visitors.** Occupants may have visitors in addition to the permitted occupants to stay at the property on a temporary basis only. These visits are to be no more than 28 days (aggregated or continuous) in any 93 day period unless permission has been obtained from DIO in consultation with the Local Service Commander.

10. **Allocation.** The point at which the formal letter informing the applicant of a specific property that is being offered, is sent by the HASC.

11. **Move In.** The point at which the applicant or proxy takes physical control of the property which is determined by possession of the keys.

12. **Occupation.** The point at which the applicant, or their family moves into the property.

13. **Move Out.** The point at which the applicant or proxy relinquishes physical control of the property by handing back the keys to the appointed DIO Ops Accommodation representative at the Move Out appointment.

14. **Initial training.** Initial Training is defined as:

a. **Other Ranks.** The initial new entry training which, when completed, enables the recipient to progress on to trade or specialist training.

b. **Officers.** The initial officer training of each Service which is common to all new entrant officers of that Service regardless of their future specialisation.

15. **DA** – Disturbance Allowance

16. **Guards Corridor.** SFA located within 10 miles of any of the four duty stations of Westminster, Hounslow, Windsor and Aldershot.

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CHAPTER 2

SERVICE FAMILY ACCOMMODATION (SFA)

SECTION I

LOCATION OF SFA – OUTSIDE LONDON

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

SECTION II

LOCATION OF SFA – INSIDE LONDON

0202. **Designated SFA locations.** Designated SFA locations for London based personnel are shown on the map at Annex A. SFA is to be provided in accordance with the proximity to place of duty rules at paras 0203 – 0205.

0203. **MOD London personnel (occupying appointments on the VCDS 45 Minute Travel List).** Entitled personnel filling appointments on the VCDS 45 Minute Travel List are to be provided with SFA/SSFA within 45 minutes travel by public transport⁶ of their place of duty in accordance with the arrangements at para 0324. SFA estates may be designated as ex-officio to the VCDS 45 Minute List at DIO Ops Accommodation's discretion, and certain properties may be tied to senior officer's posts.

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

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

⁶ Taken to mean travel by surface train, underground or bus

SECTION III

TYPES OF SFA

0206. **Types of SFA.** 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 at Annex B to Chapter 3.

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

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

SECTION IV

AGREEMENTS TO OCCUPY SFA

0208. **Service Licence to Occupy SFA.** The Service Licence to occupy SFA is to be signed by all entitled and eligible Service personnel who occupy SFA. See Annex B. In the case of new build SFA provided through PFI/PPP arrangements, the HASC will attach an addendum to the Licence to Occupy SFA summarising any special arrangements which apply locally.

0209. **Other Occupation of SFA Agreements.** Entitled and eligible civilian occupants of SFA are required to sign a Civilian Agreement (Assured Shorthold Tenancy or similar lease).

SECTION V

MISAPPROPRIATION

0210. **Misappropriation of SFA as Single Living Accommodation (SLA).** In locations where there is a shortfall of SLA and available SFA which is not required for entitled

occupants, SFA may be misappropriated as mess/barrack accommodation thereby avoiding the costs of SSSA. The decision as to whether SFA may be misappropriated as SLA rests with the HASC.

0211. Misappropriation of SFA as SLA for seriously injured / disabled single (PStatC3/4/5) Service personnel. Under these circumstances, once the unit is notified of an individual's return and a requirement for SFA to be misappropriated is identified, the unit is to initiate consultation with the appropriate HASC to identify a suitable property, taking into account ongoing medical care and welfare support required. The address of the allocated property is to be nominated within 15 days of receipt of application irrespective of the accommodation required date to enable adaptations to be planned and completed. The seriously injured / disabled Service person (and any authorised carer / nurse) will occupy the property as an entitlement for the duration of their assignment(s). The occupant will pay SLA charges as if in SLA accommodation. Costs for making any adaptations required and those identified at Para 0212 will be borne by the parent unit for the duration of the misappropriation. The property misappropriated will be ring-fenced for the duration of need with DIO Ops Accommodation relinquishing the right to request the return of the property. The property, once adapted, should be retained wherever possible for future occupation by other seriously injured / disabled Service personnel or dependants.

0212. Management, funding and furnishing of misappropriated SFA as SLA. When misappropriation is agreed, the HASC will hand the SFA over to an administering unit which will be responsible for:

- a. Ensuring that the property complies with SLA building regulations.
- b. Ensuring that under certain circumstances, it meets the needs of injured personnel.
- c. Funding any work to meet the above requirement.
- d. Co-ordinating the move in and move out of the occupants.
- e. Funding external and interior maintenance throughout the period of the misappropriation through the HASC.
- f. Meeting the costs of utility bills.
- g. Payment to DIO Ops Accommodation for Annington Homes rent and Council Tax in accordance with arrangements made with the HASC.
- h. Furnishing the property to a standard and specification similar to SSSA. At locations where occupants of the misappropriated SFA are able to take all meals at a local Service messing facility eg Mess or Cookhouse (which as a guide should be within 10 minutes walk of the misappropriated SFA), the kitchen items shown in the specification should not be provided (see TSARs Part 3 Chapter 8).
- i. Ensuring personnel occupying misappropriated SFA abide with TSARS JSP 464 Part 3 (SLA) and the appropriate single Service mess/barrack rules.

FQ ESTATES - LONDON AREA

ANNEX A TO
CHAPTER 2



**DEFENCE INFRASTRUCTURE ORGANISATION OPERATIONS
ACCOMMODATION (DIO OPS ACCOMMODATION)**

**SERVICE LICENCE TO OCCUPY SERVICE FAMILY ACCOMMODATION
(SFA)**

(UNITED KINGDOM ONLY)

**TO BE SIGNED BEFORE MOVING IN
PLEASE READ CAREFULLY BEFORE SIGNING**

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THIS LICENCE is entered into on _____(date)
between:

(1) **THE DEFENCE INFRASTRUCTURE ORGANISATION OPERATIONS
ACCOMMODATION (DIO OPS ACCOMMODATION) ON BEHALF OF THE
SECRETARY OF STATE FOR DEFENCE** (“the Licensor”)

and

(2) _____ (“the Licensee”)

1. **WORDS HAVING A SPECIAL MEANING**

1.1 In this Licence:

1.1.1 The Licensor is referred to as “**We**”. The words “**Us**”, “**Our**” and “**Ourselves**” are also used in relation to the Licensor.

1.1.2 The Licensee is referred to as “**You**”. The words “**Your**” and “**Yourself**” are also used in relation to the Licensee.

1.1.3 “**The Property**” is the dwelling known as _____

_____ and this includes the fixtures and fittings and any garden paths, hedges, fences and boundary structures that belong with the dwelling.

1.1.4 **The Property** is currently a type _____ property, assessed under the Ministry of Defence (MOD) 4 Tier Grading Regulations as grade _____ for charge. A review by the 4 Tier Grading Board or the Armed Forces’ Pay Review Body may later affect the type and grade of the **Property**. **You have three months from date of occupation to challenge this grading.**

1.1.5 “**The Start Date**” of this Licence is _____

1.1.6 The “**Service Family Accommodation Charge**” is the fee **You** pay to occupy the **Property**.

1.1.7 The **Service Family Accommodation charge** comprises charges for **Your** occupation of the **Property**, water and sewerage and, where appropriate, charges for furniture hire and garage/carport usage. The **Service Family Accommodation Charge** is subject to alteration by a 4 Tier Grading Board, or annually by the Armed Forces’ Pay Review Body. These charges are published annually and are available from your Unit Admin Office.

1.1.8 “**CILOCT**” is a charge made in lieu of council tax.

1.1.9 “**the Services**” means the Royal Navy, the Army and Royal Air Force.

1.1.10 “**JSP 464**” means Joint Service Publication 464: Tri-Service Accommodation Regulations, or such other Regulations as may be in force from time to time.

1.1.11 “**Service Family Accommodation**”(SFA) means the residential accommodation provided by **Us** to entitled and eligible Service and civilian personnel.

1.1.12 **Housing Allocation Support Centres (HASC)** Housing Allocation Support Centre delivers and manages DIO Ops Accommodation’s requirements and are the primary interface with customers offering a ‘one stop shop’ on all housing allocation issues..

1.1.13 The singular includes the plural and vice versa.

1.1.14 The masculine includes the feminine and vice versa.

2. **PERMISSION TO OCCUPY THE PROPERTY**

2.1 This Licence gives **You** the right to occupy **the Property** for the duration of this Licence. Other persons, such as **Your** children and **Your** spouse/civil partner, may only occupy **the Property** in accordance with MoD’s current policy which is set out in **JSP 464**.

2.2 Permission to occupy **the Property** is personal to **You** only.

2.3 **Your** right to occupy **the Property** commences on **the Start Date**.

2.4 **Your** right to occupy the **Property** under this Licence will cease if the Licence is terminated, either in accordance with the relevant provisions of the Licence, or in any other way permitted by law.

3. **PAYMENT OF THE SERVICE FAMILY ACCOMMODATION CHARGE**

3.1 **You** are responsible for and agree to the Service **Family Accommodation Charge** and **CILOCT** being deducted from **Your** pay.

4. **HOW YOU CAN END THIS LICENCE**

4.1 **You** must give **Us** at least 93 days’ written notice that **You** intend to vacate **the Property**. In cases of short notice postings **We** will accept a lesser period of notice from **You** provided that such notice is given to **Us** within 7 days of notification to **You** of **Your** short notice posting. This may not be possible if **You** are deployed on operations or at sea, in which case **You** must notify **Us** within 7 days of **Your** return. Any notice **You** send to **Us** must be sent in accordance with paragraph 10.2 of this Licence.

5. **HOW WE CAN END THIS LICENCE**

5.1 **We** shall only end this Licence by providing **You** with written notice of termination. The period of notice of termination that **We** will give **You** will vary depending on the circumstances. These circumstances are set out in paragraphs 5.2 and 5.3 below. On or before expiry of the notice of termination, **You** must leave **the Property** and have complied with **Your** other obligations under this Licence.

5.2 **We** will give **You** 93 days’ written notice of termination in the following cases:

- 5.2.1 **You** personal status changes, resulting in loss of entitlement to **Service Family Accommodation**.
- 5.2.2 **You** are discharged from **the Services**.
- 5.2.3 **You** vacate **the Property** on matrimonial/civil partnership breakdown. What constitutes marital/civil partnership breakdown for the purposes of this Licence is set out in **JSP 464**.
- 5.2.4 **Your** spouse/civil partner vacates **the Property** on matrimonial/civil partnership breakdown and **You** are no longer entitled to occupation of **Service Family Accommodation** as set out in **JSP 464**.
- 5.2.5 **You** have been formally declared Absent Without Leave (AWOL) after 21 days.
- 5.2.6 **You** are posted elsewhere.
- 5.2.7 **We** require **The Property** for disposal or refurbishment.
- 5.2.8 Any other case where the 28 day notice period in paragraph 5.3 does not apply
- 5.3 **We** will give **You** 28 days' notice of termination in the following cases:
- 5.3.1 **You** breach the terms of this Licence.
- 5.3.2 **You** are discharged from **the Services** on disciplinary grounds.
- 5.3.3 **You** are only eligible (as opposed to entitled) to occupy **Service Family Accommodation**.
- 5.4 If **You** remain in occupation of **the Property** after the period of notice of termination expires **You** will be in unlawful occupation. In which case **We** may:
- 5.4.1 Commence legal proceedings for the recovery of **the Property** from **You**.
- 5.4.2 Seek damages from **You**, within these proceedings, in respect of **Your** unlawful occupation of **the Property**.
- 5.4.3 Seek an order for **Our** costs from **You** at the conclusion of those proceedings.
- 5.4.4 Such sums could be substantial.
- 5.5 Subject to the provisions of this paragraph, in the event that **You** die in service, **Your** bereaved spouse/civil partner and any dependent children will be entitled to remain in occupation of **the Property** for a 2 year period in order to allow them to assess their longer term housing requirements but on condition that payment of the **Family Quarter Charge** and **CILOCT** is made. The following terms apply to this entitlement:
- 5.5.1 The Service **Family Accommodation Charge** (which may be liable to change as a result of a 4 Tier Grading Board and/or the annual AFPRB round) and **CILOCT** (subject to a 25% abatement for single occupancy) will be payable by **Your bereaved**

spouse/partner from the date of **Your** death.

5.5.2 Where, during the period following **Your** death, **the Property** is required by **Us** under paragraph 5.2.7 of this Licence, **We** will do **Our** best to relocate **Your** spouse/civil partner and dependent children, at **Our** expense, to a property of a similar type at the same location.

5.5.3 6 months after **Your** death **We** will conduct a review of **Your** spouse/civil partner's and dependent children's longer term housing requirements, in consultation with the Visiting Officer/Welfare Officer and **Your** spouse/civil partner. Where these are not clear at that stage **We** will conduct subsequent reviews at three monthly intervals.

5.5.4 When the longer term housing requirements of **Your** spouse/civil partner and dependent children have become clear **We** will end this Licence (or subsequent licence in force) upon 93 days' written notice for SFA and 40 days notice for SSFA.

5.5.5 Upon the expiry of such written notice **We** will relocate **Your** spouse/civil partner and dependent children at **Our** expense (limited to reasonable removal expenses and the appropriate Disturbance Allowance at Lower (Army Basic) rate).

6. **YOUR OBLIGATIONS UNDER THIS LICENCE**

6.1 **Things You Must Always Do**

6.1.1 **You** must pay the Service **Family Accommodation Charge** and **CILOCT** in accordance with paragraph 3 of this Licence. **You** must also continue to pay the appropriate level of Service **Family Accommodation Charge** if the type or grade of **the Property** is changed.

6.1.2 **You** must observe and comply with all security and other instructions issued by **the Services, Us** or by **Our** representatives or agents and ensure that members of **Your** household and any visitors also do so.

6.1.3 **You** must make any necessary arrangements with the appropriate providers for the supply of gas, electricity, telephone and other services not included within the **Family Quarter Charge** and pay for a Television (TV) Licence if it is **Your** intention to install or use a television. **You** must pay the appropriate companies all of their charges for their services including any connection charges.

6.1.4 **You** must only use **the Property** as a single private dwelling for **Yourself, Your** spouse/civil partner and, if applicable, **Your** dependent children as defined in **JSP 464**. **You** must not, without **Our** prior written consent, use **the Property** or any part of it for any other purpose nor allow anyone else to do so.

6.1.5 **You** must keep **the Property** clean and the garden tidy and free from weeds with lawns cut and hedges trimmed.

6.1.6 **You** must obtain **Our** prior written consent before keeping any domestic pets e.g. dogs, cats, rabbits, other small caged animals or birds. At the end of your licence, you will be required to leave the property to move out standard and provide evidence that the floor coverings and/or soft furnishings (in the case of cats and dogs) have had an appropriate

pesticide and/or deodorising treatment applied prior to moving out.

6.1.7 **You** must notify **Us (Housing Prime Contract in England and Wales or Regional Prime Contract in Scotland)** as soon as **You** become aware of any defect or disrepair in **the Property** and take reasonable steps to limit the effects of any damage or loss that may occur.

6.1.8 **You** must take appropriate precautions to prevent damage to water installations during cold weather.

6.1.9 **Our** representative's agents and contractors must be allowed access to **the Property**. They will endeavour to do so at reasonable times, in normal working hours on at least 48 hours' advance notice. In an emergency however immediate entry may be necessary. **You** must allow access to **the Property** for statutory and other safety related inspections of gas and electrical appliances and supplies, including smoke detectors. Where our representatives' agents and/or contractors have missed a maintenance appointment, it is not possible for the Licensee or any other family member to claim for reimbursement from the MOD or DIO for loss of earnings or any other loss arising from a missed appointment. Our contractor's current policy for reimbursement for missed appointments is available on their website.

6.1.10 At **Our** election **You** must either make good or instead pay any cost incurred by **Us** in making good any damage to **the Property** or its fixtures or fittings caused by either **Your** negligence or wilful or accidental damage or that of any member of **Your** household including family pets or any invited visitor or their pets. Damage caused by fair wear and tear is excepted.

6.1.11 When this Licence ends, **You** must leave **the Property** and any furnishings and fittings in good repair and a hygienically clean condition (fair wear and tear excepted).

6.1.12 Within 14 days of receiving **Your** Assignment Order, **You** must notify the HASC. This may not be possible if **You** are deployed on operations or at sea, in which case **You** must notify the HASC within 14 days of **Your** return.

6.1.13 **You** must give the HASC 4 months' written notice of **Your** date of discharge.

6.2 **Things You Must Do If You Have To Leave The Property Temporarily**

6.2.1 During the winter months **You** must take reasonable precautions against damage caused by adverse weather conditions including turning off the water supply at the main stopcock if there is any possibility of freezing up at **the Property** in **Your** absence.

6.2.2 At any time other than during the winter months **You** must turn off the water supply at the main stopcock if **the Property** is to be unoccupied for more than 7 days.

6.3 **Things You Must Never Do**

6.3.1 This Licence is personal to **You** and it allows only **You**, **Your** spouse/civil partner and dependent children to occupy **the Property**. **You** cannot transfer this Licence, or the occupation rights enjoyed under it, to anyone else nor share occupation of **the Property** with anyone else without **Our** prior written consent.

6.3.2 **You** must not, without **Our** written prior consent, make any alteration or addition to **the Property** or its fixtures or fittings. If **You** are in any doubt as to what this means, **You** should consult the HASC referred to in paragraph 10.2.

6.3.3 **You** must not erect a TV, satellite or other communications aerial or dish, or a greenhouse or garden shed at **the Property** without **Our** prior written consent.

6.3.4 **You** must not, without the written prior consent of the Local Service Commander and **Ourselves**, carry on or allow any person to carry on any business, trade, club or similar activity at **the Property**.

6.3.5 **You** must not materially alter the scheme of interior decoration of **the Property** without **Our** prior written consent, otherwise **You** may be liable for the costs of labour and materials required to return the decoration to the original state. **You** must not make any alteration to the exterior decoration of **the Property**. If **You** are in any doubt as to what this means, **You** should consult the HASC referred to in paragraph 10.2.

6.3.6 **You** must not racially, sexually or in any other way, harass **Your** neighbours or cause a nuisance or annoyance or allow members of **Your** household invited guests or pets to cause a nuisance or annoyance to any neighbours or to **Us**, **Our** staff, agents or contractors.

6.3.7 **You** must not make or allow members of **Your** household, invited guests or pets to make any noise that causes a nuisance to **Your** neighbours or to **Us** or can be heard outside **the Property** between 11pm and 8am.

7. **INSURANCE**

7.1 To cover **Your** legal liabilities, **You** are strongly advised to arrange insurance for:

7.1.1 **Your** liability to **Us** up to at least the sum advised currently by the MOD.

7.1.2 **Your** personal property and that of any spouse/civil partner or child; and

7.1.3 **Your** liability to third parties in respect of injury to them and damage to their property.

7.2 Although **We** strongly advise **You** to obtain insurance to cover **Your** liability to **Us** for the sum advised currently by the MOD. **We** may bring claims against **You** whether or not you are covered by insurance.

8. **POSSIBLE CONSEQUENCES FOR YOU IF YOU BREACH THE TERMS OF THIS LICENCE**

8.1 Any failure by **You** to comply with any of the obligations set out in this Licence will entitle **Us** to terminate this Licence on 28 days' written notice.

8.2 If **You** breach this Licence then **We** may recover from **You**, through the courts if necessary:

8.2.1 A sum to cover any deterioration in the condition of **the Property** due to **Your** failure to comply with the terms of this Licence (fair wear and tear excepted);

- 8.2.2 any Service **Family Accommodation Charge** or **CILOCT** owed to **Us**;
- 8.2.3 any sum **We** have to spend to make good the effects of any breach of **Your** obligations under this Licence;
- 8.2.4 any other sum which may become due from **You** to **Us** under this Licence;
- 8.2.5 damages for **Your** unlawful occupation of **the Property** after expiry of a notice of termination given under paragraph 5;
- 8.2.6 all legal costs incurred by **Us** in recovering possession of **the Property**; and
- 8.2.7 any other sum **We** are entitled to recover from **You**
- 8.3 If **You** fail to comply with the obligation contained in paragraph 6.1.11 **You** will be liable for all losses or damage that **We** may suffer, including, but not necessarily limited to, **Our** reasonable costs of cleaning, disinfestations and refuse removal.

9. OUR OBLIGATIONS TO YOU

- 9.1 So long as **You** comply with the terms of this Licence, **We** will allow **You** to occupy **the Property** subject to the terms of this Licence.
- 9.2 In cases where **You**, and/or **Your** spouse/civil partner and dependent children are in unlawful occupation and refuse to give up possession of **the Property** **We** will not seek to enforce **Our** right to possession without first obtaining an Order of the Court.
- 9.3 **We** are responsible for the maintenance and repair of the fabric of **the Property**, including the internal and external decorative condition of **the Property**, and any installations and appliances that **We** may have provided with **the Property**. This means that:
- 9.3.1 **We** will do our best to keep **the Property** in a good state of decoration in accordance with the timescales given in the DIO Ops Accommodation – A Guide to Living in SFA.
- 9.3.2 **We** are not responsible for any damage caused by **You**, any member of **Your** household, **Your** pets, or anyone **You** have allowed in **the Property** or their pets and **We** will not pay to repair such damage. **We** may agree to repair such damage provided that **You** pay **Us** the costs of such repair before **We** undertake the work.
- 9.3.3 When **You** notify **Us** of any defect or disrepair to **the Property**, **We** will do **Our** best to repair **the Property** within the timescales given in the DIO Ops Accommodation – A Guide to Living in SFA.
- 9.4 When **You** notify **Us** of any problem with any installations which **We** have provided for space heating, water heating, sanitation and for the supply of water gas and electricity **We** will do **Our** best to repair them and to restore them to proper working order within the timescales given in the DIO Ops Accommodation - A Guide to Living in SFA. These installations include: -

- 9.4.1 The basins, sinks, baths, toilets, flushing systems and waste pipes.
- 9.4.2 The electric wiring including sockets and switches, gas pipes and water pipes.
- 9.4.3 The water heaters, fireplaces and fitted fires and central heating installations.
- 9.4.4 Any other appliances for making use of the supply of water, gas or electricity such as a cooker or a fridge that **We** may have provided with **the Property**.
- 9.5 **We** will not be responsible for repairing any appliance or item which **You** have brought in to or arranged to be brought in to **the Property**.
- 9.6 **We** are not obliged to rebuild or reinstate **the Property** if it is destroyed or suffers damage caused by fire, tempest, flood or other accident. If **the Property** is no longer habitable then this Licence shall terminate immediately on the happening of such an event.
- 9.7 We will notify you in writing if type or grade of **the Property** is changed.

10. **NOTICES AND CONSENTS**

- 10.1 **We** will serve any written notice on **You** at **the Property**
- 10.2 **You** must serve any notice (other than notices in legal proceedings) on **Us** at the HASC shown below.



- 10.3 Where proceedings are issued against the Secretary of State for Defence or the Ministry of Defence, they must be served on the Treasury Solicitor in accordance with the Crown Proceedings Act 1947.
- 10.4 Any notice (other than notices in legal proceedings) will be treated as having arrived 48 hours after posting.
- 10.5 Where under the terms of this Licence **You** are required to obtain **Our** consent **You** must approach the HASC referred to in paragraph 10.2 for that consent.

I have read and agree to the terms of this Licence. I understand that this Licence is to be granted because my occupation of **the Property** is required for the better performance of my service with the Crown and that this Licence is not a tenancy.

I understand that failure to observe the terms of this Licence and the obligations contained in it could render me liable to legal proceedings and debar me from occupying **Service Family Accommodation**.

Signed by -----)
-----) (the Licensee)
----- (Full Name in Block Capitals)

On ----- (Date)

Signed by -----
----- (Full Name in Block Capitals)

of the HASC at -----
----- (Full Postal Address)

for and on behalf of the Secretary of State for Defence

On ----- (Date)

Copies to:

Licensee
HASC Office
Service Supply Organisation (where applicable)

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Annexes:

A. Policy for the entitlement to housing for UK Service personnel evacuated from their permanent duty station overseas to UK.

B. Service Family Accommodation (UK Only) - Types and Entitlements

Appendix 1 - Indicative space standards for OSFAs in high cost areas

C. Policy for the retention of SFA by a bereaved spouse/civil partner following the death in service of the Service spouse/civil partner

D. Core and non – core welfare/community support SFA

E. Scaling for the provision of SFA in support of welfare.

F. Adaptations for the Seriously Injured policy.

G. Proportionality Exercise Assessment Form

CHAPTER 3

ENTITLEMENT TO SFA

SECTION I

ENTITLED SERVICE PERSONNEL

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

- a. Aged 18 or over, have completed initial training and be serving on a regular engagement with the UK Armed Forces, or be a Full Commitment (FC) Reservist as defined in single Service instructions. For those personnel under 18 years of age the parent unit must accept responsibility for their behaviour until the 18th birthday.
- b. In Personal status category (PStatCat) 1 (See footnote⁷⁷), 1C, 1S or 2 as defined in JSP 752, Chapter 1 Section 4.
- c. Have at least 6 months to serve at the station where they qualify for SFA **apart from the following exception:**

(1) Those Service personnel who have been selected for compulsory redundancy and have been given 6 months or less notice. In these circumstances, Service personnel will be entitled to SFA at the location where they have been assigned for their last 6 months or less. If there is no SFA available within a 10 mile radius of that location, DIO Ops Accommodation will offer SFA further afield; the applicant will not be entitled to SSFA but would be entitled to apply for surplus SFA in accordance with Chapter 10.

0302 **Entitlement by appointment.** Some Service appointments require personnel to work either in the home or be accommodated away from subordinates. Accordingly, Service personnel PStatCat 1 (serving unaccompanied), and PStatCat 2, 3, 4 or 5 are entitled to SFA which meets the requirements of their work, when employed in the following posts. Where SFA is not available for any reason, **SSFA is not authorised** except for Garrison / Station Commanders / Service Chaplains with unit pastoral care duties. **SSSA to the appropriate scale is to be sourced** in accordance with JSP 464 Part 3 Chap 8.

- a. Officers of OF3 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. Exceptions are to be staffed through the appropriate Housing Colonel as casework.
- b. RAF OF4 Station Executive appointments.
- c. Regimental Sergeant Majors of major regular Army units or RAF Station Warrant Officers.
- d. Service Chaplains undertaking a pastoral responsibility at Unit level.
- e. Serving members of the Army Welfare Service (AWS) employed as Army Welfare Workers (AWW) and serving members of the Naval Personal and Family Service (NPFS) and Royal Marines Welfare (RMW)⁸.

⁷⁷ Unless they are serving unaccompanied (in accordance with the criteria laid out in JSP 752 Chap 1 Section 1 Annex A) when there is ONLY an entitlement to SLA at the Place of Duty iaw JSP 464 Part 3 Para 0301.

⁸ When more than one of any of these categories of personnel of the same gender are serving in the same geographical location, SFA is to be shared. Co-habitation is not permitted.

0303 Guards Corridor. Soldiers assigned to one of the Foot Guards battalions in Aldershot, Windsor, Hounslow or Westminster are to be allocated SFA within the Guards Corridor. Subject to consultation between London District, 145 (S) Bde and DIO, the SFA allocated is to be as close as availability permits to the soldier's preferred SFA location within the Guards Corridor. This does not confer an automatic entitlement to SSFA at that specified preferred location should SFA be unavailable there.

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

0305 TA and Reservist personnel. TA and reservist personnel are entitled to SFA only when they have entered into Full Time Reserve Service – Full Commitment (FTRS-FC). Housing staffs who are in doubt of the status of TA and Reservist applicants for SFA are to verify FTRS-FC status with the appropriate single Service sponsor. Entitlement to SFA exists for FTRS-FC service in excess of 6 months and lasts for the duration of full time service. Appointment to a Non-Regular Permanent Staff (NRPS) position carries no entitlement to the provision of Service accommodation and NRPS are expected to make their own domestic accommodation arrangements. There are very limited exceptional circumstances where short-term provision of SLA or SFA may be granted (see TA Regulations 1978 Amendment 33 Chapters 6 and 9).

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

0307 Members of the Armed Forces of Foreign and Commonwealth (F&C) Countries. Entitlement to SFA at normal UK Service person's accommodation charges exists only when F&C personnel are serving in official exchange or liaison appointments attached to the British Armed Forces. Any entitlement outside these circumstances should be covered by a Memorandum of Understanding which is to be presented by the individual on application. Additionally, entitlement¹ also exists for F&C personnel attending the JSCSC who are to be charged non-entitled rates. F&C entitlement lasts for the duration of the course, and the period before and after the course must be notified for each individual case to the HASC by the JSCSC Administrative Office.

0308 Single Personnel - Pregnant Single Servicewomen (PSS). PSS are entitled to SFA from 3 months before the expected date of confinement up to the date of birth (at which point their PStatCat will change from PStatCat 5 to PStatCat 2 provided they meet the PStatCat 2 criteria). The PSS will pay SFA charges and CILOCT (abated for single occupancy) at the appropriate rate for the property occupied from the date of occupation and be responsible for all utilities (less water and sewerage) for the accommodation in accordance with Part 1 Chapter 4. HQ Housing Staffs are to ensure that a written undertaking is provided on the applicant's licence acknowledging that co-habitation will not occur.

0309 Fostering. Many Service families are willing to foster children in care and,

¹ Exceptionally, SFA has been provided specifically for F&C students at JSCSC and therefore they are entitled to be allocated SFA at that location. This does not mean that they are "entitled personnel" in the sense of enjoying the terms and conditions of UK Service personnel."

wherever practicable, the MOD facilitates Service personnel and families being able to live their lives the way they want. Relevant authorities – including overseas commands – place great store on having suitably approved foster families available when children have to be removed into care, often at short notice. Such children are not, however, dependant and there is no entitlement to consider foster children, or the potential for having foster children, when allocating SFA. In recognising this need, however, and the benefit it has for the family, the children and the community, a Service person who has been approved for fostering is eligible for suitable SFA above entitlement where surplus SFA is available. The Service person must provide authoritative evidence that they are approved for fostering when applying for SFA. The decision on any allocation will be made by Local Service Commanders with DIO Ops Accommodation staff advice on the basis of availability and the local priorities for all those eligible for surplus SFA who have, or may, apply. It must be made clear to the Service person that, as with all those occupying SFA above entitlement, they would be required to vacate it if an entitled family required the accommodation.

0310 Adoption. Single service personnel approved for adoption will be entitled to occupy SFA from the date of approval given the need to establish a home prior to any child being placed with the adoptive parent. The overarching priority for eligibility is laid out in JSP464, Chapter 10.

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

- a. The spouse/civil partner designated as PStatCat1s has the entitlement to SFA which they may exercise at their duty station. The spouse/civil partner designated as PStatCat 5s has no entitlement to SFA (but is entitled to SLA if they declare their intention to serve unaccompanied at a different duty station).
- b. Where a Service couple have duty stations within 100 miles (travelling distance) of each other, the Cat 1s may apply on an eligible basis for surplus SFA at the midway point between the duty station of the Cat 1s and the Cat 5s when both of the following criteria are met.
 - (1) Surplus SFA is available at a location midway between the two duty stations. (There is no entitlement to SSFA); and
 - (2) Where the location of the SFA at the Cat 1s duty station precludes the Cat 5s from commuting to his/her place of duty.

If granted, the Cat 1s will occupy the property on a “ring fenced”⁹ surplus licence until the effective date of their next assignment, when a new application will have to be made.

Where midway surplus SFA is occupied, the following restrictions apply:

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

⁹ “ring fenced” indicates that the property has been allocated to the Service person for the duration of their assignment and they would only be moved for the same reasons as an entitled Service person.

c. Married Service couple/civil partners who maintain a privately owned/rented family home, the location of which precludes **both** of them from travelling to and from during the working week, may elect to occupy SLA at their respective duty stations, the PStatCat 1s on an eligible basis and the PStatCat 5s on an entitled basis.¹⁰

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

0313 Service families evacuated from their permanent duty station overseas to UK. See policy statement at Annex A.

0314 Service families repatriated to UK for welfare/compassionate reasons. Service families repatriated to UK for welfare and compassionate reasons have an entitlement to SFA/SSFA at a preferred location in UK as agreed between the overseas losing unit, the gaining unit (or if the family is 'headless' the Local Service Commander in the preferred area of choice) and the HASC, on a case by case basis and for a predetermined period of no more than one year subject to review.

0315 Service families repatriated to UK/transiting through UK for medical / educational reasons. Service families repatriated to UK or transiting through UK for specific medical or educational reasons which have arisen during the period of overseas duty, have an entitlement to SFA/SSFA within 10 miles/45 minutes of a specialist facility in UK as agreed between the overseas losing unit, the gaining unit (or if the family is 'headless' the Local Service Commander in the required area) and the HASC, on a case by case basis and for a predetermined period of no more than one year subject to review.

0316 Service Personnel whose Entitlement to SFA is lost due to Bereavement. Bereaved Service personnel whose entitlement to SFA would be lost due to bereavement should be offered to retain an entitlement to the SFA that they occupy at the place of duty at the time of bereavement for a period of up to 2 years following their bereavement (or until assigned) to enable them to determine their longer term housing requirements. Retention of SFA may be extended beyond the 2 year period at the discretion of the Local Service Commander following endorsement by the appropriate single Service Housing Colonel. Bereaved Service personnel will pay entitled charges for the Type and Grade of SFA occupied (which may be liable to change as a result of a 4TG Board and/or the annual AFPRB round). CILOCT charges may be abated by 25% for single occupancy.

0317 Long Service Advance of Pay (LSAP) claimants. If the Service person purchases (or extends) a property using the Long Service Advance of Pay Scheme (LSAP), there is no entitlement to SFA at that place of duty, or any other place of duty within 50 miles of the property, during the period that the LSAP loan is being repaid. Exceptions are detailed in JSP 752 Chapter 2 Section 4 para 02.0446.

0318 Seriously Injured / disabled Service personnel policy. Where a Service person suffers a serious injury / disablement that renders their current allocated SFA

¹⁰ See JSP 464 Part 3 Chapter 3 Para 0308.
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inappropriate, they may need to be relocated. In these circumstances, a discussion between DIO Ops Accommodation, OT, the family and Unit will need to identify a suitable SFA and location. The new property address is to be nominated within 15 days to enable the necessary adaptations to be completed. Wherever possible, an adapted SFA should be retained for future allocation to injured Service personnel or dependants. Costs of adaptations required and family relocation will be met by the Unit TLB. The policy is at Annex F.

0319 Service Personnel filling Defence Attaché posts designated as ‘no child’ posts. Where a Service person with dependent children is filling a Defence Attaché (DA) position that is designated as ‘no child’¹¹ they are entitled to apply for SFA in an area of their own choice. Where SFA is not available to entitlement, the HASC may offer alternatives iaw Part 1 Chp 3 Sect IV in order to meet the SP location needs. There is no entitlement to SSFA. The following restrictions apply:

- (a) The Local Service Commander must be made aware of the allocation of SFA.
- (b) The SP must nominate a suitable Service proxy who will preferably be within close proximity (Army/RAF may seek assistance from the UWO/SCSO), and inform DIO Ops Accommodation in writing, of an individual that will assist with:
 - (i) Visiting and inspecting the property once every month to ensure good order and removal of any build-up of mail.
 - (ii) Acting as a POC for any official access such as MHS for maintenance reasons etc.
 - (iii) Acting as liaison for the family to forward utility bills for payment by the SP.
 - (iv) Ensuring adequate heating is available to protect against burst pipes etc.
 - (v) Ensuring regular gardens maintenance.

0320 Changes in circumstances. All changes in the circumstances of Service personnel already occupying SFA which affect their entitlement for such accommodation, including circumstances of marital/civil partnership breakdown, bereavement and discharge, are to be communicated immediately to the HASC by the individual concerned and that person's Service Administrative Unit. Service personnel or their spouse/civil partner who have reached the 6 month point of pregnancy are entitled to move at that stage to a property to which they would be entitled at the birth of the child, having applied for SFA at the 4 month stage of the pregnancy. A change in circumstances that alters your entitlement may also affect your SFA charge, which will be recovered from the date when the “change in circumstance” occurred.

SECTION II

WHERE THE ENTITLEMENT MAY BE EXERCISED

0321 Entitlement at the Duty Station. Service personnel may exercise their entitlement to SFA at their duty station (taken to mean the location specified on their assignment

¹¹ Details of these specific DA positions are held by MOD (International Policy & Planning – Overseas Support – Defence Sections (Personnel)).

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

0322 Armed Forces Chaplains Undergoing Initial Training. PStatCat 1 and 2 Chaplains are entitled to SFA at their first Duty Unit whilst they are undergoing initial Phase 1 military training, provided the respective Manning Authority has informed the Service Chaplain of his first duty location prior to the commencement of initial training. The entitlement arises 2 weeks prior to the start of initial training. This policy does not apply to Chaplains in PStatCats 3, 4 and 5 undergoing initial training, although Chaplains in these PStatCats are already entitled to apply for SFA (see para 0302) where they are undertaking a pastoral responsibility at their duty unit.

0323 Entitlement to retain SFA at a previous Duty Station. In certain circumstances, Service personnel are entitled to retain SFA at a previous duty station – para 0822 refers.

SECTION III

VCDS 45 MINUTE TRAVEL LIST IN LONDON

0324 Entitlement to accommodation. Personnel filling appointments on the VCDS 45 Minute Travel list are entitled to occupy accommodation (which may be SFA, SSFA or SSSA) within 45 minutes travel time by public transport² of their place of duty. When applying for accommodation, personnel should make it clear on the application form that they require accommodation within the 45 minute travel radius. VCDS List personnel may seek accommodation outside the 45 minute travel radius for personal reasons with the approval of their Director, and in accordance with the notification procedures at para 0321. Their appointment will be removed from the List (held by VCDS's Outer office) and will only be reinstated with the approval of VCDS.

0325 Application and allocation of SFA within 45 minutes travel. 45 Minute List personnel opting to serve accompanied and wishing to occupy SFA should contact the Area Housing Manager Aldershot HASC to discuss their housing options. SFA Application Forms are to be administered by the HASC in accordance with the following guidelines:

- a. The HASC should always attempt to provide SFA to the appropriate entitlement, unless the applicant is prepared to accept below entitlement SFA, within 45 minutes travel by public transport of the applicant's place of duty (Option 1).
- b. If there is no suitable SFA available within 45 minutes travel by public transport, the HASC should establish whether the applicant would exceptionally be prepared to accept SFA outside of the 45 minutes travel radius (Option 2) and, if that is the acceptable to the applicant, allocate SFA accordingly.
- c. In cases where Options 1 and 2 are not possible, DIO Ops Accommodation should refer the case to Asst Hd DCDS (Pers) SVW-AFW. The case should include a cost analysis showing:
 - (1) The potential costs of SSFA in Central London (Option 4).
 - (2) The availability of suitable SFA outside 45 minutes travel and the cost of SSSA within 45 minutes travel (Option 3)

² Taken to mean travel by surface train, underground or bus
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(3) DIO Ops Accommodation's and the applicant's preferred accommodation solution.

d. Asst Hd DCDS (Pers) SVW-AFW will determine (if necessary in consultation with the applicant, DIO Ops Accommodation and MA/VCDS) which accommodation solution is most appropriate. Difficult cases, and all cases relating to 2, 3 and 4 Star Officers will, if the need arises, be referred to VCDS.

0326 Maintenance of the List. MA/VCDS is responsible for notifying Directors of appointments within their areas of responsibility which qualify for inclusion on the List. Directors who wish to add or remove appointments on the agreed List must inform VCDS, copy to DCDS(Pers) and DIO/DIO Ops Accommodation, providing suitable justification. Amendments to the List may only be made with VCDS' express authority.

SECTION IV

SFA ENTITLEMENTS

0327 SFA entitlements by OSFA and ORSFA Type. A summary of SFA entitlements by Officers SFA and Other Ranks SFA Type is at Annex B. SFA is classified by Type in accordance with the space standards and specifications in JSP 315, Scales 21 and 22. The Scales are indicative and some variation between properties which are similarly Typed is to be expected. Deficiencies are reflected in the SFA charge through the application of MOD's 4 Tier Grading Regulations.

0328 SFA Allocation for families with three children all aged 10 years and over. Where there is an entitlement to Type C or Type V SFA, a family with 3 children who are all aged 10 and over, will be entitled to elect to occupy a type D or IV SFA but must pay the type D or IV charges. The exception to this is RAF Warrant officers who are entitled to a type D SFA regardless of their family size. Families with three children under ten may apply to occupy a four bedroom SFA on an eligible basis. All families with four children are entitled to Type D or Type IV SFA.

0329 Entitlements in designated high cost areas. In designated high cost areas¹², Officers are entitled to reduced scale SFA in accordance with the indicative reduced space standards in JSP 315, Scale 21. Reductions in house size are reflected in the SFA charge through the application of MOD's 4 Tier Grading Regulations. Other ranks are entitled to full sized SFA in accordance with JSP 315, Scale 22. Designated high cost areas include London (defined as the area within the radius of the M25). Due to the historical configuration of the SFA Estate in London, the majority of Other Ranks SFA are full sized and may be allocated by the HASC for estate management reasons.

0330 SFA above or below entitlement. Should the HASC be unable to allocate SFA appropriate to the applicant's entitlement, alternative accommodation above or below the entitlement will, if available, be offered.

0331 Allocation of SFA above entitlement. The HASC may offer SFA above entitlement on those occasions when SFA of the entitled Type is not available (thereby avoiding SSFA). Above entitlement allocations are to be made on the same basis as allocations to entitlement, in that occupants of above entitled properties will not normally be required to vacate during the course of their tour of duty unless circumstances arise which make the continued occupation of the property inappropriate or impossible (see Chapter 8 Section V). In order not to disadvantage personnel when SFA above the normal

¹² A high cost area or location is one where the cost of a comparable house to the appropriate officer SFA, based on statistics provided by the DCLG, is a factor of 1.5 higher than the nation-wide average.

entitlement is allocated for service reasons, the SFA charge is to be that related to a Grade 1 SFA of the Type to which the Service person is normally entitled, unless the Grading of the SFA actually occupied is lower in which case the lesser rate must be charged. Where the Fuel Subsidy Scheme is applicable, the FSS rate applied is to be based on the type of SFA the occupant is entitled to. [JSP 754 – Tri service regulations for Pay And Charges Chapter 9 \(Sections 2 and 3\) refers](#). The applicant may decline the offer of above entitlement SFA without penalty, and retain their existing position on the Application List.

0332 Request to occupy SFA above entitlement. Service personnel may request as a matter of personal choice to occupy SFA above their entitlement, if available, on the basis that they will pay the accommodation charge for the Type and Grade of SFA which they occupy. Above entitlement allocations arising from personal choice are to be made on the same basis as allocations to entitlement, in that occupants of above entitled properties will not normally be required to vacate during the course of their tour of duty unless circumstances arise which make the continued occupation of the property inappropriate or impossible (see Chapter 8 Section V). **Continued occupation of Above Entitlement SFA is to be reviewed by the HASC when a new assignment order is issued and the licensee wishes to remain in the same SFA. It is the responsibility of the Service person to notify the HASC of their new assignment.**

0333 Allocation of SFA below entitlement (One Down) (RN and Army personnel only). The HASC may only offer SFA one Type below entitlement (One Down) when there is no available SFA of the entitled Type and where the size of the Service person's family allows them to be accommodated in SFA one Type below - see Annex B. When offered SFA below entitlement under the 'one down' rules, the applicant has 2 choices:

- a. The applicant accepts the one down SFA and the SFA charge for the Type and Grade of SFA allocated will be levied.
- b. The applicant declines the one down SFA, and retains his or her place on the Waiting List for an unlimited period until SFA to entitlement becomes available. The applicant has no entitlement to a Non-Availability Certificate (NAC) and there is therefore no entitlement to SSFA.

0334 Opt out of One Down. RAF personnel are entitled to SFA of the correct entitlement as a condition of service. On those occasions when SFA one type below entitlement is offered, RAF personnel may exercise their right of opt out and are to be issued with an NAC.

0335 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 Grade of SFA which they occupy.

0336 Impact on housing entitlement when children no longer qualify as dependant. When children no longer qualify as dependant in accordance with the definition at JSP 752, Chapter 1 Section 4, they no longer qualify under the size of family criteria for the purposes of SFA allocation but may continue to reside in the SFA as non dependant adult children. In instances where this may impact on subsequent entitlement to SFA (in the case of PStatCat2 personnel) or downsizing to smaller SFA on next assignment (in the case of all families PStatCat 1 and 2), the following management procedures are to apply¹³:

- a. **PStatCat 2.** In instances where the youngest or only child of a PStatCat 2 is no longer classified as dependant resulting in loss of SFA entitlement, PStatCat 2

¹³ Agreed at the AFWPSG meeting on 7 Oct 04 – DSPPol/30/2/13 dated 14 Oct 04 refers.
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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 HASC (and an appropriate justification attached to the SFA Application Form).

b. **Downsizing – all families PStatCat 1 and 2**. Where a reduction in family size may result in the family (whether PStatCat 1 or 2) being downsized to smaller SFA on assignment to the next duty station, the HASC will (where availability of SFA permits) seek to provide the family with the same sized SFA as they had previously occupied to avoid downsizing.

SECTION V

ENTITLED CIVILIAN PERSONNEL

0337 **Entitled civilian occupants.** SFA may be made available for entitled civilian occupation under the following circumstances only:

0338 **MOD Key Staff.** Occupancy of SFA is reserved for a small number of married (or those in a civil partnership) MOD Key Staff who are required by the nature of their duties to live on or near to the establishment (i.e. when there is a specific liability to carry out extra duties which require them to be on call outside normal working hours, particularly at weekends), or because their occupancy of official accommodation is essential on the grounds of safety, efficiency or general public interest. Applications of key staff status for each post must be proposed by the line manager and approved by the appropriate Budget Holder. The need for key staff status for each post should be reviewed at regular intervals to ensure that the requirement still exists. The designation of key staff applies in a particular post, and consequently lapses for that individual on assignment - although their replacement may then be designated key staff in their turn. Staff who no longer hold a designated post are to be issued with a formal notice to quit (MOD Personnel Manual Volume 13 Miscellaneous Section 5 refers).

0339 **MOD Police - MOD Form 410.** Current policy concerning the occupation of SFA by MOD Police is as follows:

- e. MOD Police recruited from 1 Sep 94, have no entitlement to the provision of accommodation.
- f. MOD Police recruited prior to 1 Sep 94 who are already accommodated in SFA have reserved rights to free SFA and are entitled to remain in their current accommodation. On moving, however, their right to rent free accommodation lapses, although surplus SFA may be provided on a market-rent basis. In this case, the officer becomes eligible for Replacement Allowance as compensation for the additional housing costs. Should applications for housing be received from MOD Police Officers in post prior to 1 Sep 94, Hd CM(MDP), MDP HQ, Wethersfield is to be consulted.
- g. Where MOD Police are accommodated in SFA, they are responsible for the payment of their council tax direct to the appropriate local authority.
- h. 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.

0340 **Widows/Widowers of Service personnel who die in Service.** See policy statement at Annex C

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0341 Families repatriated to UK from NI/overseas following estrangement. Families repatriated to UK following estrangement abroad have an entitlement to 93 days occupation of the nearest available SFA to their preferred area of choice in UK, or the balance of 93 days if the change of PStat Cat form had been previously signed prior to the families return to UK. At the point of occupancy the Housing Provider will also conduct a Proportionality Exercise to establish any continued occupancy beyond the expiry of the 93 day notice to vacate, which should consider factors such as children's schooling, relevant welfare and any medical considerations. The Service person's former spouse/civil partner will pay SFA charges for the period of 93 days after the form is signed. The allocation of SFA to an estranged spouse/civil partner after change in personal status category may be construed by Local Housing Authorities (LHA) as re-housing, and as such may prejudice LHA housing allocations. For this reason it is recommended that the change in personal category status is delayed until the spouse/civil partner returns to UK and is allocated SFA. Occupation of SSFA by estranged families is not permitted in view of the 6 month security of tenure provision in the tenancy agreement which exceeds the 93 day entitlement.

0342 Estranged families in UK. Estranged families already in occupation of SFA in UK have an entitlement to remain in occupation of the SFA for a period of 93 days from the day that the HASC issue 93 days notice to vacate. As soon as the HASC is informed of the change of PStat Cat of the Service Licensee they are to conduct the Proportionality Exercise to establish any continued occupancy beyond the expiry of the 93 day notice to vacate which should consider factors such as children's schooling, relevant welfare and medical considerations. After completion of the Proportionality Exercise and consideration of educational needs, welfare and medical issues, the Housing Provider may issue a revised notice to vacate.

SECTION VI

UTILISATION OF SFA IN SUPPORT OF WELFARE

0343 Management, financial arrangements and scaling. Where necessary, DIO Ops Accommodation will provide SFA from existing core stock for certain specified categories of welfare support. The admissible categories together with the management and financial arrangements are at Annex D. The scales for the provision of SFA for this purpose are at Annex E. Local Service Commanders intending to utilise SFA in support of welfare are to apply to the HASC.

Annexes:

- A. Policy for the entitlement to housing for United Kingdom Service personnel evacuated from their permanent duty station overseas to UK.
- B. SFA – Types and entitlements.
- B1-1 Indicative space standards for OSFAs in high cost areas (extract from Scale 21, JSP 315 – with effect 1 Apr 99).
- C. Revised policy for the retention of SFA following death in service of the Service Licensee.
- D. Core and non core welfare/community support SFA.
- E. Scaling for the provision of SFA in support of welfare.

- F. Seriously Injured Service personnel.
- G. Proportionality Exercise Assessment Form

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

1. Those Service families whose evacuation has been authorised by the Head of Mission after consultation with the relevant FCO department will be entitled to SFA in UK. Any clarification regarding the status of evacuees should in all cases be sought from the single Service nominated points of contact who are responsible for the reception and co-ordination of evacuated families (see para 7).
2. Evacuated Service families who are entitled to SFA will have a choice of where to live in UK and are to submit an appropriate SFA Application Form to the HASC at the earliest opportunity after return to UK. Up to 30 days subsistence is available to provide evacuated families with sufficient time to contact the HASC, submit an Application Form and move into SFA/SSFA. Guidance on the allocation of SFA is as follows:
 - a. **Unaccompanied Service Families.** Those families who return unaccompanied (ie the Service spouse/civil partner remains in the overseas theatre) may be allocated housing (SFA or SSFA as determined by the HASC) in their preferred area of choice. Should they so wish, they can select a location within 50 miles of either the home of an immediate member of their family, or, within 50 miles of their child's school. Whilst the primary requirement is to provide the family with suitable SFA, it is recommended that allocation of a particular property is undertaken in accordance with the rank (in this case the rank of the separated Service spouse/civil partner) and family size criteria in TSARs JSP 464.
 - b. **Accompanied Service Families.** Where a family returns accompanied by the Service person the location of housing is to be in accordance with any guidance issued by the Service Authorities in respect to any likely or planned employment of the Service person. In these circumstances the family is to be allocated SFA in accordance with TSARs JSP 464. In the event that there is no identifiable duty station the family may select a location within 50 miles of either the home of an immediate member of their family, or, within 50 miles of their child's school.
3. **Services Cotswold Centre (SCC).** As an alternative to occupying SFA, evacuated Service families may opt to occupy families' accommodation at the Services Cotswold Centre (SCC). This is a tri-service facility, managed and funded by the Army on behalf of the MoD. It provides short-term transit accommodation for families in 60 self-contained chalet style homes including emergency accommodation for families who are evacuated from overseas assignments. Bids for SCC accommodation should be made via The Army Welfare Service at HQ Land Forces, Upavon, Pewsey, SN9 6BE.

Contact via:-

- Normal Office hours - PS4(A) SO3 Accommodation Policy & Casework - 019264 382158 / 94391 2158
- Out of hours – via Staff Duty Officer HQLF – 0306 770 2328 / 97760 2328

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

a. **Unaccompanied families.** The non-Service spouse/civil partner signs either a civilian agreement to occupy SFA, or a Service Licence to Occupy SFA/Licence to Occupy SSFA under a power of attorney granted by the Service spouse/civil partner.

b. **Accompanied families.** The Service spouse/civil partner signs a Service Licence to Occupy SFA/SSFA in accordance with TSARs – JSP 464.

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

a. **Accommodation charges.** There will be no liability for charges (meaning accommodation charges and CILOCT) arising out of occupation of public accommodation on arrival in UK for 90 days. The HASC should therefore take no action to raise SFA charges and CILOCT during this period.

b. **Utility bills.** Families occupying SFA are liable for payment of all utility and associated bills during the full period of their occupation of SFA with effect from the date of occupation.

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

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

<u>RN</u>	<u>Army</u>	<u>RAF</u>
DN PERS WS–Accom SO2 Room 12 MP G-2 West Battery Whale Island Portsmouth PO2 8BY	SO3 Accn Pol & Casework HQLF DPS(A) PS4(A) Level 2, Zone 2, IDL 428 Ramilies Building Marlborough Lines Monxton Road Andover Wilts SP11 8HT	Air Pers Pol-Cmnty Spt Accn Fmly HQ Air Command Rm 1E15 Hurricane Block RAF High Wycombe Buckinghamshire HP14 4UE
Tel: 02392 628946 Mil: 93832 8946 Fax: 02392 625629	Tel: 01264 382158 Mil: 94391 2158 Fax: 94391 2025	Tel: 01494 496144 Mil: 95221 6144 Fax: 95221 7915

SERVICE FAMILY ACCOMMODATION (UK ONLY) - TYPES AND ENTITLEMENTS**ANNEX B TO**
CHAPTER 3**Officers**

OSFA Type	Royal Navy	Army	Royal Air Force	Civilians	Notes
I 6/7 person Bedrooms: 2 double 2/3 single Overall size: 251 sq m	Admiral Vice Admiral	General Lieutenant General	Air Chief Marshal Air Marshal	PUS, DUS.	1. All Officers of 3 and 4* rank are entitled to a Type I OSFA.
	Rear Admiral Major General RM	Major General	Air Vice-Marshal		2. Certain 2* officers designated by the MOD as occupying command appointments are entitled to a Type I OSFA. Type II accommodation charges to be levied.
II 6/7 person Bedrooms: 2 double 2/3 single	Rear Admiral Major General RM	Major General	Air Vice-Marshal	Grade 4 and equivalents	3. 2* Officers when not In Command.
Overall size: 210 sq m	Commodore Captain RN Brigadier RM Colonel RM	Brigadier Colonel	Air Commodore Group Captain		4. Certain officers of 1* and OF5 rank designated by the MOD as occupying command appointments are entitled to a Type II OSFA. Type III accommodation charges to be levied.

III 6 person Bedrooms: 2 double 2 single Overall Size: 155.5 sq m	Commodore Brigadier RM Captain RN Colonel RM	Brigadier Colonel	Air Commodore Group Captain	SCS, Band B, C1s and equivalents	5. Officers of 1* and OF5 rank when not In Command.
	Commander Lieutenant Colonel RM	Lieutenant Colonel	Wing Commander		6. Commanders, Lieutenant Colonels RM and Lieutenant Colonels with one or no children may be offered a Type IV OSFA if no Type III OSFA is available, under the 'one down' rule. 7. Lieutenant Commanders, Majors RM, Majors and Squadron Leaders in command of an Independent Unit/Shore Establishment are entitled to a Type III OSFA. Type IV charges to be levied.
IV 6 person Bedrooms: 2 double 2 single Overall size: 137 sq m	Lieutenant Commander Major RM	Major	Squadron Leader	C2 and equivalents	8. Lieutenant Commanders, Majors RM and Majors with one or no children may be offered a Type VS/V OSFA if no Type IV OSFA is available, under the 'one down' rule.
V Special 5 person Bedrooms: 2 double 1 single Overall size: 137 sq m	Lieutenant Commander Major RM	Major	Squadron Leader	Band D and equivalents	9. Appropriate for applicants with one or no children if no Type IV OSFA is available. Type V charges to be levied.

V	5 person Bedrooms: 2 double 1 single Overall size: 116.5 sq m	Lieutenant and below Captain RM and below	Captain and below	Flight Lieutenant and below	Band D and equivalents	10. Officers who are normally entitled to Type V SFA but have 4+ children of any age, or 3 children all aged 10 years or over will be entitled to elect to occupy Type IV SFA (above normal rank entitlement) but must pay Type IV charges.
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SERVICE FAMILIES ACCOMMODATION (UK ONLY) - ENTITLEMENTS

Other Ranks

Type	Royal Navy	Army	Royal Air Force	Civilians	Notes
D 7 person Bedrooms: 3 double 1 single Overall size: 119.50 sq m	Applicants with 4 or more children of any age, or 3 or more children age 10 or over.	Applicants with 4 or more children of any age, or 3 or more children age 10 or over.	Warrant Officers and applicants with 4 or more children of any age, or 3 or more children age 10 or over.	Band E and equivalent	11. RAF Warrant Officers are entitled by rank to occupy a Type D ORSFA (regardless of their family size). 12. RN/RM and Army WO1s with smaller and / or younger families should be allocated a Type D, where available.
C 5 person Bedrooms: 2 double 1 single Overall Size: 94.50 sq m	Warrant Officer 1s	Warrant Officer 1s		Band E and equivalent	13. See Notes 11 and 12 above.
	Applicants with 2 or 3 children.	Applicants with 2 or 3 children.	Applicants with 2 or 3 children.		14. Applicants, including WOs, with 4 or more children of any age, or 3 children all aged 10yrs or over, are to be allocated a Type D.
B 4 person Bedrooms: 2 double Overall size: 85.50 sq m	Applicants with 1 or no child	Applicants with 1 or no child	Applicants with 1 or no child	Band E and equivalent	15. Where Type C quarters are in short supply, it may be necessary for families with 2 children under 5 to occupy Type B quarters.

INDICATIVE SPACE STANDARDS FOR OFFICERS' SFA IN HIGH COST AREAS
(Extract from Scale 21, JSP 315)

1. **Definition of a high cost area.** A high cost area or location is one where the cost of a comparable house to the appropriate Officers SFA, based on statistics produced by the Valuation Office (of the Inland Revenue), is a factor of 1.5 higher than the nation-wide average.
2. **New build SFA.** Sponsors of all new-build SFA programmes are responsible for determining the applicability of this definition to the project under consideration; when a high cost area or location is declared, the sponsor is responsible for negotiating appropriate reduced space standards (in consultation with DIO Ops Accommodation, SP Pol and the Services as appropriate) in accordance with the following guideline minima:

SFA Type	SFA size (sq m)
I	205
II	173
III	137.5
IV	122
V	105

3. **Specification.** The detail of the accommodation to be provided will depend upon the individual circumstances of each project (smaller gardens would, however, normally be expected; garages will be required), but the value for money of all alternative solutions considered must be tested through the application of an Investment Appraisal."

REVISED POLICY FOR THE OCCUPATION OF SFA BY BEREAVED SPOUSE/CIVIL PARTNERS FOLLOWING THE DEATH IN SERVICE OF THE SERVICE LICENSEE

PURPOSE

1. The purpose of this policy statement is to lay down guidelines for the occupation of SFA by bereaved spouse/civil partners and their families following the death in Service of the Service Licensee. The policy seeks to recognise that bereaved spouse/civil partners should have continued entitlement to SFA for a reasonable period to assist them in coming to terms with their bereavement but, ultimately, that the policy should assist bereaved spouse/civil partners in transitioning out of SFA and integrating back into the civilian community. **In view of the sensitivity of the issue, this policy has been endorsed at Ministerial level.**¹⁴

UK

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

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

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

¹⁴ APS/SofS note to MA/DCDS(Pers) reference MSU 10/8/3C dated 13 Apr 05 refers.

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

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

OVERSEAS

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

Repatriation back to UK.

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

9. The repatriated spouse/civil partner is entitled to SFA/SSFA in UK in a preferred area of choice which may be within 50 miles of either the home of an immediate member of their family or their child's school. DIO Ops Accommodation is to deal with each application on case by case basis and subject to the availability of housing always attempt to provide SFA/SSFA as close as possible to the preferred location. Whilst the primary requirement is for DIO Ops Accommodation to provide the spouse/civil partner with a

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

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

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

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

Remain in theatre.

13. In some cases (and particularly when family members come from the respective theatre), the bereaved spouse/civil partner may elect to remain in theatre. The bereaved spouse/civil partner should be offered an entitlement to stay in their SFA for a 2 year period to enable them to determine their longer term housing requirements. Retention of SFA may be extended beyond the 2 year period at the discretion of the Local Service Commander in consultation with the respective single Service Housing Colonel, welfare,

medical and educational authorities. The bereaved spouse/civil partner will pay entitled SFA charges for the Type and Grade of SFA occupied (which may be liable to change as a result of a 4 Tier Grading Board and/or the annual AFPRB round). CILOCT charges may be abated by 25% for single occupancy

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

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

ANY OTHER CASES

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

CORE AND NON CORE WELFARE/COMMUNITY SUPPORT SFA

Ser	Category	Core (Appropriated)	Non-Core (Misappropriated)	Annington Rent (1)		Maintenance	Remarks
				Related Asset	Non-Related Asset		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
	<u>WELFARE</u>						
1	HIVES	X		NIL	DIO OPS ACCOM	DIO OPS ACCOM	1. Running costs eg utilities, rates - TLB. 2. Interior/Fit for purpose eg H&S and any specialist equipment - TLB
2	Creches	X		NIL	DIO OPS ACCOM	DIO OPS ACCOM	1. As serial 1
3	PlayGroups/Pre-School Groups	X		NIL	DIO OPS ACCOM	DIO OPS ACCOM	1. As serial 1.
4	Community Houses	X		NIL	DIO OPS ACCOM	DIO OPS ACCOM	1. As Serial 1.
5	Offices for Specialist Welfare Staff	X		NIL	DIO OPS ACCOM	DIO OPS ACCOM	1. As serial 1. 2. TSWMC to define which welfare staff would be entitled.
6	Contact Houses/Short term Family Accommodation	X		NIL	DIO OPS ACCOM	DIO OPS ACCOM	1. As serial 1. 2. Administered by the Services' welfare associations. 3. SFA charges collected by Welfare and accrue to DIO OPS ACCOMMODATION 4. Welfare responsible in conjunction with DIO OPS ACCOMMODATION for producing regulations for contact/STAFAC houses.

Ser	Category	Core (Appropriated)	Non-Core (Misappropriated)	Annington Rent (1)		Maintenance	Remarks
7	93 days on change of personal category status on returning from abroad	X		NIL	DIO OPS ACCOM	DIO OPS ACCOM	1. Services to define requirement throughout UK. 2. Occupants pay SFA charges and utilities
8	Welfare/compassionate cases		X (not misappropriated)	NIL	DIO OPS ACCOM	DIO OPS ACCOM	1. Eligible for surplus SFAs. 2. Occupants pay SFA charges and utilities.
9	SLA		X	NIL	DIO OPS ACCOM	TLB	1. As per serial 1.
10	SSSA		X	NIL	DIO OPS ACCOM	TLB	1. As per serial 1.
11	NAAFI Stores	NIL	NIL	NIL	-	-	
12	ASU Offices		X	NIL	DIO OPS ACCOM	TLB	1. As per serial 1.
13	Clubs		X	NIL	DIO OPS ACCOM	TLB	1. As per serial 1.
14	MOD/Police/Services Police	X		NIL	DIO OPS ACCOM	DIO OPS ACCOM	1. As per serial 1.
15	WRVS	NIL	NIL	NIL	-	-	

SCALING FOR THE PROVISION OF SFA IN SUPPORT OF WELFARE

Ser	Category	Criteria	Agreed Scaling
		Community Function	
a	b	c	d
1	HIVES	SFA required where not suitable office accommodation is available within other publicly scaled buildings. Required for major units or Garrison areas and isolated units. Not tied to the size of unit .	Normally scaled as one facility per SFA area: (1) Ideally located in a multi-functional SFA. (2) Distinct or isolated SFA patches will merit full scaling under Serials 1-4 subject to local demand for the function. (3) The availability of local facilities or existing cohesive community structures at less remote SFA patches may merit lesser provision; subject to demand and unit agreement.
2	Pre-School Groups (incl Creches & Play Groups)	SFA required where adequate special-to-type facilities are not available in other publicly scaled buildings Where no equivalent civilian community facility is available.	
3	Offices for Specialist Welfare Staff (incl Unit Welfare Officer - previously Unit Families Officer)	For AWS/PWS, NPFS and SSAFA-FH(RAF) staff where no suitable office accommodation is available in publicly scaled buildings	
4	Community Centres (facilitating 'coffee shops') Police Facilities	Scaled where local circumstances dictate and/or when a major unit deploys on operations, and where adequate special-to-type facilities are not available in other publicly scaled buildings.	(1) Up to 50 SFA one multi-functional quarter. (2) Between 50 and 150 SFA up to 2 multi-functional quarters. (3) Over 150 SFA up to 3 multi-function quarters

Ser	Category	Criteria	Agreed Scaling
		Community Function	
a	b	c	d
5	Contact Houses (Army) or Short Term Families Accommodation (RN)	Short term family housing for single parents visitation rights. To enable families to join unaccompanied serving spouse/civil partner for short visits	Minimum of 2 or 3 per 'designated' station or garrison, to reflect density of Service population. See Note 4.
6	SFA '93 days' category	For estranged spouse/civil partners/families and families for welfare/com cases.	Minimum of 3 per 'designated' station or garrison, to reflect density of Service population. See Note 4.

Notes:

1. The size/type of SFA to be provided will depend on the need and the availability of property.
2. Each serial is a discrete requirement; however properties allocated against Serials 1-4 should be of such size or grouping and, where possible, scaling to be in accordance with JSP 315, as to provide a cohesive centre of welfare and community. It would also be desirable for the property to have multi-functional use.
3. Requirements are essentially needs-led and facilities that are patently unused will not be retained for community use.
4. Higher requirement for Naval Port Areas agreed by JSWG - to be negotiated locally.

SERIOUSLY INJURED LIVING ACCOMMODATION POLICY

Introduction

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

Medical Procedures

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

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

4. Part of the assessment process, that takes place prior to the discharge of a patient back to their Unit, will define the ongoing levels of support required. Where there is a requirement for adaptations to living accommodation, costs will be met by the relevant TLB. The exception to this will be where a medical discharge date is offered, whereupon the relevant PCT will be responsible to fund adaptation costs from the individuals last day of service. However, until the Medical Board has made that decision, it remains the responsibility of the TLBs to fund the interim provision.

Accommodation Policy

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

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

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

7. On notification of an individual's return date to their Unit, the Unit in consultation with DIO Ops Accommodation will source misappropriated SFA in a suitable area that takes account of any ongoing medical care and welfare support. Allocation of an address will be within 15 working days of notification no matter how far in advance of the requirement date¹ the application is made. This is to allow the planning and fitting of adaptations prior to occupation. Regardless of location, the financial burden will fall to the individuals Unit TLB for all misappropriation costs. The occupant will pay SLA charges as if in SLA accommodation.

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

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

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

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

¹ JSP464 Chapt 5 para 0506-- entitles notification of an address within 15 days of up to 4 months in advance of a required date

Home Owners

12. Funding the provision of adaptations to the private homes of injured Service Personnel who are retained by the Armed Forces is a TLB responsibility, **until their last day of service, after which** responsibility transfers to the appropriate NHS Primary Care Trust. Adaptations to a parental home, where this is the primary off-duty residence of the injured Service person, are included in this policy as are adaptations to a second property when an injured Service person moves from an adapted parental home into their own property (again, **until their last day of Service**).² Where injured personnel are occupying substitute accommodation, guidance is to be sought from the appropriate single Service Housing Colonel.³

Reservists

13. Mobilised Reserves and FTRS(FC). Reserve Forces personnel are eligible for a full range of DMS⁴ healthcare on the same basis as regulars when they are mobilised or serving on FTRS(FC). DMS is responsible for medical care and OT assessment costs where the mobilised reservist has sustained a serious injury or disability, with the relevant TLB responsible for adaptations including fitting until termination of service, or when a medical discharge date is offered. Following a period of mobilised service the reservist will transfer back to NHS care. The accommodation adaption policy for seriously injured FTRS(FC) personnel is the same as for regular personnel.

14. Medical Employment Standards⁵ determine that a Reservist can be maintained in a downgraded category for a fixed period of at least six months to eighteen months continuously before requiring referral to a Medical Board. Until a medical discharge date is offered, PCTs are dissolved of responsibility for funding/provision of adaptations in Reservists' own homes as it remains the responsibility of the relevant TLB.

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

16. . Non-Mobilised Volunteer Reserves. All non-mobilised Reservists injured whilst on duty are eligible for emergency treatment from DMS but within the current structure of both the DMS and the NHS. The majority of reservists who sustain an injury while on duty and require further treatment following emergency treatment will transfer to NHS care. For all non-mobilised reservists the responsibility for primary health care rests with the NHS, however, those that sustain a significant injury whilst on duty can be considered for treatment within DMS facilities if suitable facilities are not available in the NHS following

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

³ Service Housing Colonels should refer to DCDS Pers SCW for guidance in this area.

⁴ JSP 751 – Joint Casualty and Compassionate Policy and Procedures Issue 5 dated Sept 07.

⁵ JSP 346- PULHHEEMS- Joint System of Medical Classification

initial emergency treatment. There is no eligibility to property adaptation through the TLB for non-mobilised reservists as this remains the responsibility of the relevant PCT.

17. FTRS (LC and HC), those serving on Additional Duties Commitment (ADC) and Non Regular Permanent Service (NRPS) are not entitled to SFA. Exceptionally FTRS (LC & HC) and NRPS are entitled to occupy SLA where their duty station is not within reasonable daily commuting and meet the regulations in JSP752. The period of occupation of SLA by NRPS will not normally exceed 6 months⁶. There is no liability for Defence provision of SLA adaptations arising from this policy for these groups of reservists.

Summary Table

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

Civil Servants

18. Responsibilities of medical care for Civil Servants whilst in theatre will transfer from the NHS to the DMS. If a Civil Servant is injured whilst on deployment, medical care and rehabilitation will transfer back to the NHS on return to the UK⁷. Costs, identification and fitting of adaptations will fall to the relevant NHS PCT.

Allowances

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

⁶ See JSP 464 Part 1, 2 & 3 and Single Service Regulations

⁷ JSP 751 – Joint Casualty and Compassionate Policy and Procedures

PROPORTIONALITY EXERCISE ASSESSMENT FORM

This form is used to establish a Service family's continued occupancy of SFA/SSFA after entitlement ceases. The Licensee and/or spouse should provide as much information as possible at the earliest opportunity to assist the HASC and Local Service Commander in establishing an agreed notice to vacate (NTV).

For Housing Provider use only:

Licensee Name	
SFA / SSFA Address	
Date NTV expires	

Part 1: TO BE COMPLETED BY LICENSEE OR OCCUPANT

(Complete all sections; if section is not applicable, insert 'N/A')

A. PERSONAL / CONTACT DETAILS

Mil Tel No	
Home Tel No	
Mobile	
Email	

OCCUPANTS		
Name	Relationship	Date of Birth (under 18)

B. FUTURE HOUSING INTENTIONS

The Licensee should provide as much detail as possible of the family's future housing intentions. Answer all questions; where the question does not apply, answer 'N/A'.

For cases of estrangement only

	LICENSEE	SPOUSE
If you have children, will the children live with you or your spouse?		

In cases of estrangement, the remainder of this form is to be completed by the occupant who remains in SFA/SSFA.

For moves to another duty station

	Yes / No
Do you intend to apply for SFA?	
Do you intend to apply foror SLA?	

IN CONFIDENCE WHEN COMPLETED

Do you intend to live in private accommodation?	
--	--

For all moves to a private address

	Yes / No
Will this be your own home?	
Will this be rented accommodation?	
Will this be a new house purchase?	
Will this be to social housing?	

For Move to Private Address (own home)

Will the property be available by NTV date? (Y/N)	
If No, give reason (eg, currently rented)	
If No, give date property expected to be available for you to move in	

For Move to Private Address (rented accommodation)

Do you have a property arranged? (Y/N)	
If Yes, give date of expected move in	

For Move to Private Address (house purchase)

Do you have a property arranged? (Y/N)	
If Yes, have you exchanged contract? (Y/N)	
If No, give date you expect to exchange contract	
If Contract exchanged, give date you expect to move in	

For Move to Social Housing

Have you applied to the Local Authority (LA)? (Y/N)	
If Yes, give date of application	
Have you been given a property? (Y/N)	
If Yes, give date you expect to move in	
Have you applied to any other Agency to assist with your housing requirement? (Y/N)	
Provide LA details below for HIC to liaise with	
Housing Provider Address	
Name of Person dealing with your application	
Contact Tel No.	

C. CHILDREN / EDUCATION

Give details of any children who are living with you, who are in full-time education and are due to sit national exams, eg GCSEs, Standard Grades, A-levels, Degrees etc. (Please provide a copy of the CEAS Impact Statement, where one exists).

Name	Date of Birth	School / College	Course (GCSE etc)	Date(s) of final exams	In receipt of CEA (Y/N)

D. SPECIAL EDUCATIONAL NEEDS

Give details of any children who live with you and in full time education who have special educational needs and require continuity of education past your NTV date. (Please provide supporting evidence from the school or education department, and a copy of the CEAS Impact Statement, where one exists).

Name	Details

E. MEDICAL

Give details of anyone in your family who lives with you who is currently undergoing a course of treatment at a local hospital and which is expected to continue past your NTV date. Please provide a letter from your GP and/or consultant, including a statement whether or not this treatment could be continued or provided elsewhere.

Name	General Details	Supporting Evidence Provided (Y/N)

F. ADDITIONAL NEEDS OR DISABILITIES

Give details of anyone in your family who has additional needs or disabilities that might affect your family's ability to move by NTV date.

Name	General Details	Supporting Evidence Provided (Y/N)

IN CONFIDENCE WHEN COMPLETED

G. F&C PERSONNEL ONLY (To include Gurkhas and Nepalese Citizens)

		Yes / No
Do you intend to remain in the UK at the end of your military service?		
If yes, have you applied for	Indefinite Leave to Enter	
	Indefinite Leave to Remain	

H. WELFARE – GENERAL

[illegible]

IN CONFIDENCE WHEN COMPLETED

**Part 2: TO BE COMPLETED BY A REPRESENTATIVE FROM THE
ARMED FORCES WELFARE SERVICES (eg UWO / AWS / NPFS / SSAFA)**

You have been asked to complete this form because the family named in Part 1 have indicated that they may be unable to meet their NTV date for their SFA/SSFA. The information that you provide may assist with revising the NTV date and delay DIO/Housing Provider from seeking a Possession Order .

	Yes / No
Do you consider NTV period of 93 days to be sufficient time for the family to vacate their current SFA/SSFA?	
If yes, please provide reasons.	
If no, please provide an assessment of the effect that vacating their SFA/SSFA will have on this family. Include a substantiated recommendation as to when you consider the family will potentially be able to move.	

Organisation & post title:

Name:

Rank / title:

Signature:

Date:

Contact No:

Part 3: TO BE COMPLETED BY HASC (AREA HOUSING MANAGER OR HOUSING PROVIDER)

Part 3 is not to be distributed with Part 1 and 2. The Commanding Officer of the occupant's unit is to be consulted before completing Part 3.

	Yes / No
Taking into account the factors in Parts 1 and 2 of this form, do you consider the 93 day NTV should be sufficient for the family to vacate their current SFA/SSFA?	
If no, is there a mutually agreed date for the occupant to vacate their SFA/SSFA?	
If yes, what is the mutually agreed date of vacation?	
Please provide comprehensive justification for your decision.	
Where there is no mutually agreed date for move out, the AHM is to consult with all parties involved, and the LSC, to negotiate a way forward. Discussions to include consideration of a date for commencement of legal proceedings to seek a Possession Order.	
Has the LSC been consulted?	
Please provide a comprehensive summary of the negotiations.	
What is the negotiated move out date?	
Where negotiations have failed, what date are legal proceedings to commence?	

IN CONFIDENCE WHEN COMPLETED

93 days NTV is confirmed and will expire **Date:**

NTV is to be re-issued to expire on **Date:**

Legal proceedings are to commence on **Date:**

AHM (HIC):

Name:

Grade:

Signature:

Date:

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CHAPTER 4

CHARGES

SECTION I

ACCOMMODATION CHARGES FOR ENTITLED PERSONNEL

0401. **SFA charge.** The Armed Forces Pay Review Body is responsible for reviewing and recommending accommodation charges which are paid by entitled occupants of SFA and the substitute equivalents. SFA charges are set by SFA type and grade for charge at the furnished, part furnished and unfurnished rate, and are published annually by Directed Letter by Hd DCDS(Pers) PM.

0402. **MOD's 4 Tier Grading for Charge Regulations.** All types of SFA are graded for charge in accordance with MOD's 4 Tier Grading for Charge Regulations (TSARs JSP 464 – Part 4) which take account of deficiencies in the accommodation relating to scaling, condition, access to essential amenities and environmental factors to ensure that occupants of the SFA are fairly charged for the accommodation which they occupy. Where there is a significant deficiency, reduction in amenities or environmental nuisance of a temporary nature exceeding 7 days, the appropriate Service Authority can authorise a reduction in charges for the complete period during which the temporary deficiency, reduction in amenities and environmental nuisance exists.

SECTION II

SFA CHARGE

0403. **Charge breakdown.** The accommodation charge comprises:

- a. Rental element
- b. Furniture Hire - Unfurnished/Part Furnished/Furnished as provided (see paras 0711 and 0712).
- c. Water and Sewage element.
- d. Garage/Car Port charge as appropriate

0404. **Raising of charges.** The appropriate accommodation charge will be raised in accordance with JSP 754 Chap 9 from the date that a Service individual takes possession of SFA, but no charge will be paid for the day of departure. This is to avoid an individual being liable for 2 accommodation charges on the same day. If for Service reasons, an individual takes possession of a second SFA property before vacating the first, charges will cease in respect of the first SFA and will commence for the second from the date the individual takes possession of the second property. A 14 day period of grace is allowed for the vacation of the first SFA. Charges will be raised for both SFA when the 14 day period is exceeded unless there are Service reasons, supported by the Local Service Commander, why charges for both SFA should not be raised.

As at 13 Jul 12

SECTION III

CHARGES FOR GARAGES

0405. **Garages / car-ports.** Garages and car-ports allocated to Service personnel (whether or not used for storing vehicles) are to be charged at the appropriate standard or sub-standard Garage or Car-Port charge for each car space. A garage or car-port which measures less than the dimensions outlined in JSP 754²², or a garage which is determined by a Board of Officers to be of such insubstantial construction as not to provide adequate security qualifies for a sub-standard charge. Private vehicles and personal effects are stored in a garage at the sole risk of their owners.

0406. **Inalienable garages.** Where the garage/car-port forms part of the SFA (ie it is adjoining or an integral part of the SFA structure), or is located within the borders of the property, it is considered to be inalienable and the occupant is required to pay for it whether it is their intention to utilise the garage/carport or not. Inalienable garages may not be re-allocated for use to other personnel for safety and security reasons.

0407. **Alienable garages.** Occupants of SFA with garages/carports which are alienable (taken to mean that the garage is outside the borders of the SFA or located elsewhere on the estate or in a block of garages remote from the SFA), the occupant may declare that they do not intend to use it and therefore no charge is to be made. Alienable garages may be allocated to other personnel subject to the appropriate charge.

0408. **Storage of a Service vehicle in a garage/carport.** Service personnel who are authorised to keep a Service vehicle in the garage or car-port are not to be charged for one garage or car-port, provided it is certified that the Service vehicle (and not their private vehicle), is occupying the garage/ car-port permanently.

SECTION IV

OTHER CHARGES

0409. **Other charges.** Occupants are responsible for the following additional charges in respect of the SFA:

0410. **Council Tax.**

a. A contribution in lieu of Council Tax (CILOCT) / Council Rates (NI) is paid by Regular Service personnel occupying SFA under existing arrangements made by MOD, which entitles personnel to the full range of facilities and support which would normally be provided by a Local Authority in UK; such as schools, social services, roads, police, fire brigade, recreation facilities, environmental health, refuse collection and street lighting

b. Civilian occupants are responsible for payment of Council Tax (UK) / Council Rates (NI) direct to the Local Authority concerned from the date of occupation.

²² JSP 754 para09.0409.

c. Those F&C personnel paying at the entitled rate who are subject to the Visiting Forces Act, and all F&C personnel who pay at the non entitled rate are not charged separately for Council Tax or CILOCT.

d. Liability for Council Tax for unoccupied properties, and SFA misappropriated for welfare purposes (eg HIVES), remains with MOD.

0411. **Utility charges.** Occupants are liable for utility charges (eg. Gas; Electricity; Telephone) except for water/sewage charges (which are already included in the accommodation charge).

0412. **TV Licence.** Occupants 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.

SECTION V

ACCOMMODATION CHARGING – ENTITLED PERSONNEL

0413. **Occupants of SFA.** Occupants of SFA should pay the daily rate of SFA charge at the appropriate type and grade at the furnished, part furnished or unfurnished rate in accordance with single Service Regulations.

0414. **Single and unaccompanied personnel occupying SFA by virtue of their appointment.** Single and unaccompanied Service personnel who are entitled to occupy SFA by dint of their appointment should pay the SLA charge in accordance with single Service Regulations. Where payable, the charge should be set to reflect the type and grade of SLA which they would normally have occupied at their duty station.

0415. **Occupants of Substitute Service Family Accommodation (SSFA).** Occupants of SSFA should pay Grade 1 of the equivalent SFA charge in accordance with single Service Regulations.

0416. **Occupants of SFA misappropriated as SLA.** Single and unaccompanied personnel occupying SFA misappropriated as SLA should pay the SLA charge at an appropriate grade which broadly reflects the standard and location of accommodation which is occupied as determined by the Local Service Commander, in accordance with single Service Regulations. Where necessary, a 4 Tier Grading Board may be convened to determine the appropriate grade for charge.

0417. **Hirings as SFA.** Hirings as SFA are to be graded for charge in accordance with MOD's 4 Tier Grading Regulations.

SECTION VI

ACCOMMODATION CHARGES FOR NON ENTITLED (ELIGIBLE) PERSONNEL

0418. **Charging regimes for non entitled (eligible) occupants of surplus SFA.** Non-entitled personnel who are considered to be eligible to occupy temporarily surplus SFA will be liable to pay accommodation charges as follows:

0419. **Single (and unaccompanied) Service personnel.** Single and unaccompanied Service personnel occupying temporarily surplus SFA pay the entitled rate of SFA charge (as recommended by the AFPRB), and SFA CILOCT (abated by 25% for single occupancy).

0420. **Other non entitled (eligible) occupants.** Other non entitled (eligible) occupants are to be charged the local market rate (determined by DIO), unless there are particular agreements with the MOD which may specify a different charging regime. Further direction on accommodation charging for non entitled personnel is contained in 2009DIN08-007 which is sponsored by MOD Fin Pol (Repayment)1b.

0421. **F&C personnel.** F&C personnel are to be charged the non entitled rate determined by MOD Fin Pol (Repayment)1b, unless they are on an exchange appointment with UK Forces, or subject to reciprocal training agreements, or Memoranda of Understanding which specify that charges other than the non entitled rate will apply.

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Annexes:

- A. Application To Occupy SFA managed by DIO Ops Accommodation

CHAPTER 5

APPLICATION AND ALLOCATION PROCESS

SECTION I

PROCESS OVERVIEW

0501. **The application, allocation (and vacation) process.** The application, allocation (and vacation – see Chapter 8) of SFA is a self-perpetuating process which is driven by the mobility of Service personnel between duty stations. The purpose of the application and allocation process is to provide Service personnel with appropriate SFA (or SSFA) at their new duty station in accordance with their accommodation required date. DIO Ops Accommodation will operate a responsive housing service which is reactive to the submission of the SFA Application Form, and which is configured to provide applicants with maximum notice of address.

SECTION II

WHEN AN APPLICATION FOR SFA MAY BE MADE

0502. **Application points.** Service personnel may apply for SFA at the following points:

- a. **On receipt of an Assignment Order.** On receipt of an Assignment Order to a new assignment either at the same duty station, or at another duty station, personnel are to:
 - i. Notify their existing HASC that they are posted within 14 days of receipt of the Assignment Order (unless they are deployed on operations or at sea when this may not be possible, in which case they are to notify the HASC within 14 days of their return).
 - ii. If appropriate, submit an application for SFA to the appropriate HASC (or overseas housing provider) at their new duty station.
 - iii. If appropriate, submit a request for retention of their current SFA to their existing HASC (in accordance with Para 0822).
 - iv. If the Assignment Order is for a nominated Campaign Continuity Operational Tour of over 9 months in duration, the Service person has the option to apply to move to an area of enhanced support (See 0505b) up to 6 months before the commencement of their Operational Tour.

- b. **On Marriage/Civil Partnership.** Whilst there is no entitlement to SFA prior to the date of marriage/civil partnership, if circumstances and availability permit, the HASC may be able to make SFA available up to 2 weeks prior to the date of marriage/ civil partnership to assist the Service applicant in moving in furniture and possessions. However, occupation of the property by the Service person and/or their intended spouse/civil partner is not permitted until the date of marriage/civil partnership.
- c. **Early Mover Status.** Early Mover Status (EMS) allows Units effected by a relocation to plan a staggered relocation of families by up to 12 months either preceding or following the expected date of the Unit move. Prior to an application for EMS, Units must liaise with DIO Ops Accommodation (or other housing provider if overseas) to ensure that sufficient SFA properties are available at the new location as there is no entitlement to SSFA. Where a Unit has been granted authority by the PACCC to award EMS, qualifying Service personnel are then permitted to apply for SFA (together with DA and removals) at the new duty station. EMS may also be granted to those assigned to join a Unit that is about to relocate within 12 months, allowing them to relocate directly to the new duty station in order to avoid the need for a double move. Full details are given within [JSP 752](#) (Chapter 7 para 01.0108).
- d. **Change in circumstances.** When requiring re-allocation following a change in circumstances, or becoming entitled to SFA due to an impending change of PStatCat, or by virtue of appointment.

SECTION III

SUBMISSION OF THE SFA APPLICATION FORM

0503. **Application Form.** Personnel requiring SFA are to apply electronically using the E1132 available via the Defence Intranet at <http://apps01.domis.r.mil.uk/e1132/>. Where the Defence Intranet is unavailable for Service reasons they are to submit the Application Form at Annex A to the appropriate HASC at their new duty unit.

0504. **Families with Additional Needs or Disability Requirements.** Where a family has a special need, such as a requirement for ground floor accommodation for medical reasons, the application is to be supported by written professional evidence (eg OT report) from an appropriate source.

0505. **Accommodation required date.** The accommodation required date is to be annotated on the Application Form:

- a. This may be specified at any time up to 4 weeks before, and 4 weeks after, the date of assignment (ie within an 8 week window) except for those assigned to Campaign Continuity Operational Tours (see 0505b below). While there is no entitlement to SFA prior to the date of assignment (unless vacating tied/ex-officio SFA or posted in to UK from overseas), the HASC will make every effort to meet an applicant's required date before date of posting.
- b. Where the Service person has been assigned to a Campaign Continuity Operational Tour of 9 months or more, they will exceptionally be entitled to request

to occupy SFA from up to 6 months prior to their date of deployment through to 3 months after their deployment to settle their families at either:

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

0506. Earliest SFA application date. There is no specific timetable for the submission of the SFA Application Form, but it is in the applicant's best interests to submit the Form at the earliest opportunity in accordance with the following caveats:

- a. **Applications received by DIO Ops Accommodation more than 4 months before the required date.** The HASC will, whenever possible, administer SFA Application Forms (see para 0507) received more than 4 months before the required date, but there is no obligation for the HASC to provide an address until 4 months before the required date.
- b. **Applications received by DIO Ops Accommodation 4 months, or less, before the required date.** Applications received by the HASC 4 months before the required date, or at any time thereafter, will be administered by the HASC within 15 working days of receipt (see para 0507.)

SECTION IV

PROCEDURES FOR THE ALLOCATION OF SFA

0507. Administration of the SFA Application Form. The HASC has a mandatory period of 15 working days to administer SFA Application Forms; meaning the time between receipt of the fully completed Form and making the offer of an address (the day the offer letter goes in the post or is faxed to the applicant). This period enables the HASC to identify the most suitable SFA to meet the applicant's preferences and required date, and if necessary, for dialogue to take place with the applicant.

0508. Making the offer. The HASC are to make one offer in writing to the applicant's entitlement (or above entitlement), taking into account the required date, the preferences expressed on the Application Form, and the outcome of any subsequent dialogue with the applicant. The offer may be based on the pre-allocation of SFA²³. SFA occupied by

²³ Taken to mean the pre-allocation of currently occupied SFA, which subject to unforeseen changes in the intentions of the existing occupants, will become available for occupation by the in coming family in accordance with their required date.

Irregular Occupants or dischargees should not be pre-allocated. If appropriate SFA is not available, the HASC is to give the applicant 2 choices:

- a. **To request allocation of SSFA.** If the applicant requests SSFA, the HASC will issue a Non Availability Certificate (NAC) so that commercially rented accommodation may be provided by the MOD Contractor (See Chapter 6). Where precedent suggests that SFA would normally become available, the HASC may, with the approval of the applicant, issue a holding reply rather than an NAC. In the event that an NAC became necessary it should be issued no later than 51 days (for moves in UK) and 65 calendar days (for moves into UK from overseas) before the required date to ensure that there was sufficient time for the SSFA process to be administered.
- b. **To decline SSFA.** If the applicant declines SSFA, they will remain on the Waiting List (see para 0513c) and be offered an appropriate SFA when one becomes available.

0509. **Accepting the Offer.** Applicants are required to accept or turn down the offer in writing within 14 days of its receipt.

0510. **Turning down the Offer.** The applicant may turn down the offer in the following circumstances:

- a. **Offer not to entitlement.** In the event that an offer is not to the applicant's entitlement, the HASC is to make a further offer within the original 15 working day period (if there is time remaining), or at the earliest opportunity thereafter. In this event, the applicant is entitled to retain SFA in UK at their existing duty station until the further offer to entitlement is made.
- b. **For personal reasons.** In the event that the applicant turns down the offer for personal reasons, the HASC is to make one further offer to entitlement when a suitable SFA becomes available (but the application is not subject to the 15 working day administrative period). SSFA is not to be authorised in these circumstances. Discussion between the HASC and the applicant may be necessary to identify flexibility in the applicant's required date, which may have to slip in order for the HASC to identify a suitable SFA. Whilst the applicant is entitled to retain SFA at their existing duty station (para 0822c) up to 28 days after their date of posting, retention beyond that time is only to be approved if surplus SFA is available. The HASC is to seek assistance from the Local Service Commander if the applicant turns down the second offer or when arbitration on particular cases is required.

0511. **Changes in the offer.** In the event that it becomes necessary for the HASC to subsequently change the offer at any time after it has been accepted, the HASC is to make a further offer of an alternative address, or issue a NAC for SSFA. In the case of applicants with school age children for whom arrangements have already been made to attend local schools, the alternative offer is to be in the same school catchment area (unless otherwise requested by the applicant), so as not to jeopardise the school place. If appropriate SFA is not available within the same school catchment area, a NAC for SSFA is to be issued.

0512. **Confirmation of address.** The HASC is to confirm the address of the offered and

accepted SFA at the new duty station 28 days prior to the applicant's required date.

SECTION V

ALLOCATIONS LIST

0513. **Categories.** The HASC is to maintain a number of discrete categories on the Allocations List, which is to be maintained and reviewed by the HASC on a daily basis:

- a. **Application List.** The List which consolidates:
 - i. New applications (including applications for medical, welfare and compassionate cases), which have been received and which are being administered within the 15 working day period.
 - ii. Previous allocations of SFA which have not been to entitlement and which are subject to a further first offer.
- b. **Allocated List.** The list of those applicants who have received and accepted an offer of SFA (which may be based on pre-allocation), the address of which is to be confirmed 28 days prior to the applicant's required date.
- c. **Waiting List.** The list which consolidates:
 - i. Applicants who either have been offered a NAC for SSFA and turned it down, or who have accepted a NAC and subsequently turned it down, and who are prepared to wait for SFA to entitlement to become available.
 - ii. Applicants who have received an offer of SFA to entitlement and turned it down for personal reasons, and who are prepared to wait for ideal SFA to become available.
- d. **SSFA List.** The list of those personnel who have been granted a NAC for SSFA. Applicants who refuse a NAC, or who accept a NAC and subsequently turn it down for personal reasons, are to be placed on the Waiting List for suitable SFA. Applicants who, as a matter of personal choice, accept a subsequent offer of SFA which has become available, are to be placed on the Allocated List.
- e. **Transfer List.** The list of those personnel already in occupation of SFA who are subject to a mid tour move.
- f. **Eligible List.** The list of those eligible personnel who seek to occupy temporarily surplus SFA.

SECTION VI

TAKEOVER AND MOVE INTO SFA

0514. **Timescale.** Personnel are to take over and move into the accepted SFA within 14 days of their stated required date.

0515. **Notice of move In.** Under normal circumstances, occupants of SFA are to give the HASC 21 days notice wherever possible of their proposed move in date to enable the HASC to meet the terms of the Service Level Agreement (SLA) for the provision of Accommodation Services Support whereby they are to give the ASU at least 14 days (14 days) notice.

0516. **SFA Move In.** There are 3 categories of individual who may conduct a Move In to an accepted SFA and are as follows:

- a. The entitled person to whom the SFA is allocated.
- b. A Service proxy appointed by the Service person as long as written authority (Proxy Certificate) has been given by the Service person to the Service proxy to take over the property and to sign the inventory.
- c. The Service person's spouse/civil partner in circumstances where the Service person cannot attend move in for Service reasons. Written authority (Proxy Certificate) must be given by the Service person to the spouse/civil partner to take over the property and to sign the inventory on the Service person's behalf.

SECTION VII

MID TOUR MOVES – RELOCATION PROVISIONS

0517. **Guidance.** The provisions set out below are for guidance only. Entitlements contained in tri-Service or single Service relocation regulations have primacy over this guidance.

0518. **Publicly funded mid-tour moves.** A mid tour move undertaken for Service reasons should be at public expense – i.e. the individual is entitled to the full relocation provisions and the appropriate rate of DA. It does not matter whether the occupied SFA is below, to, or above entitlement, or whether it was occupied by choice or for Service reasons. Mid tour moves for Service reasons include situations where a move is necessary for DIO Ops Accommodation disposal or upgrade programmes; and where entitlements change as a result of changes in family size or on promotion. Service reasons may also include a move from SSFA to SFA where it will result in a saving to public funds, even if the move was requested by the Service occupant.

0519. **Exceptional authority for a publicly funded mid tour move.** However, there could be other circumstances that do not fall within the definitions of Service reasons at Para 0518 above, but where nevertheless a move at public expense might be appropriate. Individuals may therefore submit a case for exceptional authority for a publicly funded

move, through appropriate channels, to the single-Service branches responsible for considering such cases. Exceptional circumstances might arise where there are compassionate, welfare, or medical reasons for a move. Crucial to informing the decision would be provision of the appropriate supporting evidence from doctors, social workers, SSAFA etc.

0520. **Privately funded mid-tour moves.** Personnel who decide to move from SFA for personal reasons (e.g. they want to move into their own private house or to better SFA subject to supply and incoming entitled personnel demand) can do so at private expense.

Annex:

A. Application to Occupy SFA managed by DIO Ops Accommodation

PROTECT - PERSONAL DATA (when completed)



MOD Form 1132
(Revised **13 Jul 12**)

MINISTRY OF DEFENCE

APPLICATION TO OCCUPY SERVICE FAMILY ACCOMMODATION (SFA)

THIS FORM IS AVAILABLE ELECTRONICALLY FOR APPLICATIONS OF SFA IN THE UK ONLY, IF YOU HAVE ACCESS TO THE DEFENCE INTRANET AND HAVE AN ACTIVE MOD E-MAIL ADDRESS

Please go to: <http://apps01.domis.r.mil.uk/e1132/> for more details

HASC / Overseas Command Application No.
(Only for HASC / Office Use)

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

Important – before completing this form, please read the guidance notes on page 9

PART 1 - BASIC PERSONAL APPLICATION DETAILS

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

Service: (RN, Army, RAF, FTRS (FC/LC/HC), MPGS, NRPS)		Service Number: (or MOD Civilian Staff Number)	
Rank or Title: (eg Wg Cdr / Sgt / Mrs)		Chaplains / Civilians Overseas: Equivalent Military Rank	
Forename(s):		Surname:	
Date of Birth (dd/mm/yy):		Gender (M/F):	
Enlistment / Commission Date (dd/mm/yy):		Discharge / Termination Date (dd/mm/yy)	
Personal Status (PStat) Category (JSP 752 Ch 1 Sect 4) on occupation:		Date of impending Marriage / Civil Partnership	
E-Mail address: (if applicable)			
Address where correspondence / offer should be sent (ie your current accommodation address):			
to: _____			

Postcode/BFPO _____			
Contact Tel No: _____ (inc Std / Intl / Mil code where applicable)			
Mobile Tel No: _____			

Are you assuming a designated 'in Command' appointment (See Note 3). In the event of uncertainty, clarification will be provided by sS Housing Colonel Staffs.	Yes	<input style="width: 50px; height: 20px;" type="checkbox"/>	No	<input style="width: 50px; height: 20px;" type="checkbox"/>
If 'In Command': what is your appointment? 				

PROTECT - PERSONAL DATA (when completed)

Are you a Foreign & Commonwealth applicant not serving in the UK Armed Forces? (Y/N):	Yes		No	
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Non-British Forces Personnel only:

Nationality				
Are you serving in a designated Exchange Appointment?	Yes		No	

Complete the following table with the permanently resident members of your family (including Spouse / Civil Partner) for whom you require SFA; (See Note 4 as to which children should be included).

Title (Mr/Mrs etc)	Surname	Forenames	Gender M/F	DOB (or due date) dd/mm/yy	Relationship to Applicant	Need to enrol in local school - Y/N
Date baby due (if applicable)						

Before completing this section you are required to confirm your entitlement / eligibility to Service Family Accommodation (SFA) in accordance with the relevant JSP 464 Part 1 (UK) or Part 2 (Overseas). Tick the box that reflects your correct entitlement or eligibility for this application.

I verify that this application is for SFA:

(Tick one box as appropriate)

A new allocation to entitlement at my new Duty Station / Port Area (incl SSFA notice to vacate)

Entitlement by Virtue of Appointment (In Command / VCDS List)

An entitled transfer at my current Duty Station / Port Area.

An allocation to entitlement iaw JSP 464 Part 1 Para 0505b for Extended Duration Operational Tours in UK.

A request to RETAIN current SFA on posting within the Base Port Scheme (RN Only)

To RETAIN SFA to entitlement for (insert reason below iaw relevant JSP 464 retention regulations): _____

(Please attach justification for retention – ie CEAS Impact Statement etc.)

A transfer of SFA for additional needs and disability requirements (your application should be supported by authoritative medical evidence or Occupational Therapist's report).

A transfer of SFA for welfare reasons (Your application should be supported by a welfare report).

A non-entitled transfer of SFA for personal / lifestyle reasons (Not for occupants of SSFA)

A request for temporary SURPLUS SFA. Please confirm whether or not you will be occupying the surplus SFA during the working week or supply confirmation of alternative accommodation, ie, authorisation of Form 1154 Application for SSSA or SLA address.

A request to RETAIN current SFA on posting on an ELIGIBLE basis.

PROTECT - PERSONAL DATA (when completed)

PART 2 - FUTURE HOUSING REQUIREMENTS (ON ASSIGNMENT ETC)

JPA Assignment Order Reference and Date Issued (dd/mm/yy): (See note 5)	
Ship/Shore based Unit/Station assigned to and location (complete as many details as are known): Job / Post Title:	Point of Contact (if known): Full Unit Address: Postcode / BFPO: Email (if known): Military Tel No: Civilian Tel No: (Inc Std / Int Dial Code)
Assignment Date (dd/mm/yy) (Joining date at new unit):	
Date Occupation of SFA required (dd/mm/yy) (Date should be no more than 4 weeks prior to assignment date. See Note 6)	

If you are posted to MOD London, is your new appointment on the VCDS 45 Minute List?	Yes		No	
Expected End Date of Future Assignment (as per JPA Assignment Order) (dd/mm/yy)				
Receiving Unit 'Unit Indicator Number' (UIN)				
Do you have additional needs that may require adapted accommodation?	Yes		No	
If yes, please support this application with the appropriate authoritative medical certificate or Occupational Therapists (OT) report / written evidence by an appropriate professional.				
Do you require a copy of the 'Disability and Additional Needs' guide for Parents & Carers'	Yes		No	
Note: If you are currently in adapted SFA, please attach your current OT report; A further report may be required for the new SFA. (JSP 464 Pt 1 or 2 - Ch 5)				

FOR OVERSEAS COMMANDS ONLY – Not BF Germany / PJOBS				
If SFA is unavailable at the time you require it, or retention of your present SFA is not agreed, will you:				
Accept Overseas Rental Allowance (ORA)	Yes		No	
Make private arrangements	Yes		No	

PROTECT - PERSONAL DATA (when completed)

PART 3 – CURRENT ASSIGNMENT DETAILS

Current Unit Details:			
Full Place of Duty Address:			
Postcode / BFPO:		UIN:	
Email:			
Military Tel No:			
Civilian Tel No:			
Fax No:			

CURRENT HOUSING ARRANGEMENTS. Is your current home:

SFA in UK?	Yes		No	
If your current home is SFA / Substitute SFA managed by DIO Ops Accommodation, enter the address and read Note 7 regarding Notice to Vacate / Move Out requirements.				
SFA in an overseas location?	Yes		No	
<i>Rented on ORA (Applicable to Overseas Stations Only)</i>	Yes		No	
Private accommodation?	Yes		No	
If Private, what is the postcode of the property?				
Single Living Accommodation (or Substitute Service Single Accommodation (SSSA))?	Yes		No	
Substitute Service Family Accommodation?	Yes		No	
Do you own a property within 50 miles from your new place of duty which you have purchased / extended with the aid of an extant LSAP loan (JSP 464 Part 1 Ch 3 / JSP 752 Ch 2.0446)?	Yes		No	

PROTECT - PERSONAL DATA (when completed)

PREFERENCES:

All applicants to Answer:			
Would you like a garage	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
If Yes, please complete the garage application form attached.			
Do you have any large pets (dogs/cats etc)?	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
If yes, please complete Annex B (Permission for Pets to be kept in SFA). You are advised to make yourself familiar with the additional cleaning requirements for pets at move out – JSP 464 Pt 1 or 2 Chap 7 - and sign that you understand the requirements placed upon you if permission is granted.	Signature: _____ Name: _____		

PREFERRED LOCATIONS You may state up to 3 preferred areas and/or estates, but not specific roads. (See Note 8)

(1):	
(2):	
(3):	

EXTENDED DURATION DEPLOYMENT OPTIONS

Note:- If you are applying for SFA in a specific area under the rules for Extended Duration Operational Tours (JSP 464 Pt 1 Para 0505b), please complete the following section to assist the HASC to allocate you the most appropriate property to the area you wish to move to. The SFA allocated may be outside normal radii and SSFA will only be procured in exceptional circumstances:-

The area requested is close to:	Family:	<input type="checkbox"/>	Unit (Base Port / Regt / Station):	<input type="checkbox"/>
Relationship & Full Address of Relatives:				
Full Service and/or Parent Unit Address:				

PROTECT - PERSONAL DATA (when completed)

PART 4 – DATA PROTECTION ACT 1998

PLEASE NOTE

I understand and accept that in pursuing this application Defence Infrastructure Organisation may be required to release certain information to other agencies and bodies within the MOD (eg, Pay/Record Offices, Local Commands etc) and that this will take place in accordance with the provisions of the Data Protection Act 1998.

PART 5 – SIGNATURE OF APPLICANT

Please recheck the information given is correct and that your requirements are clearly stated and sign below. Please **You are reminded it is a disciplinary offence to knowingly give false information. (see Note 9).**

I will inform the HASC and my Chain of Command of any change in assignment or duty location which affects this application. I am aware that should I fail to comply with these regulations, then my publicly provided accommodation and allowance entitlements will be subject to formal review and may be withdrawn.

SIGNATURE OF APPLICANT		DATE	
------------------------------	--	------	--

PART 6 – DECLARATION BY RESPONSIBLE OFFICER (Not to be completed by Applicant)

(To be completed by the Divisional / Unit Admin / Families / PSF officer at **WO level or above**).

I certify that the mandatory information given at Parts 1, 2 and 3 of this Application has been checked and is correct:

Responsible Officer's Signature: _____

Rank and Full Name: _____

Appointment: _____

Email Address: _____

Military Telephone Number: _____

Civilian Telephone Number: _____

Date: _____

--

UNIT STAMP

Send one copy of the completed form to the Housing Provider serving the Shore Based Unit/Station where you seek accommodation, and one copy to the Ship/Shore based Unit/Station which you are currently assigned.

PROTECT - PERSONAL DATA (when completed)**FURNISHING REQUIREMENTS**

TO BE COMPLETED BY THE APPLICANT AND SUBMITTED BY YOUR LOCAL HOUSING PROVIDER TO THE APPROPRIATE SERVICE SUPPLY ORGANISATION AT LEAST 10 WORKING DAYS BEFORE THE DATE THE FURNITURE IS REQUIRED. **THIS DOES NOT APPLY FOR ASSIGNMENTS TO GIBRALTAR.**

No	Rank	Name
SHIP/UNIT/STATION To be assigned to:		

<u>Address Allocated (HASC use only)</u>	<u>Date of Move In</u>

Number of Children (insert age in relevant box):

Male:							
Female:							

Do you require any furnishings (See Note 10.)

Yes / No.

Please indicate in the column [QTY REQ] the quantity of each item you would like in your SFA. DAS items requested are subject to alteration dependent upon the size and type of SFA allocated and your entitlement which is listed in the joint service scales contained in JSP 308. The figures shown below give the average quantities as a guide. It should be noted that other than the DAS items provided in an unfurnished SFA, all other DAS items are issued on request and reflect the furnishing charge of part or fully furnished.

NOTE – The following items remain in SFA irrespective of its furnishing state: carpets, curtains, cooker, door mats, dustbin, shower curtain, smoke alarms and CO alarms (where appropriate).

ITEM	AV ENT	QTY REQ	ITEM	AV ENT	QTY REQ
BED DOUBLE & MATTRESS	1		TABLE NEST OF 3	1	
BED SINGLE & MATTRESS	2		TABLE OCCASIONAL	1	
BUNK BED (Children Only)	1		STOOL BATHROOM	1	
DRESSING TABLE + MIRROR	1		STOOL STEP KITCHEN	1	
CHEST OF DRAWERS	2		DESK (with 3 drawer pedestal) + CHAIR	1	
STOOL DRESSING	1		WARDROBE see note	1	
BEDSIDE CABINET	4		BOARD IRONING	1	
SETTEE 2/3 SEAT (with covers)	1		CHAIR HIGH CHILD	1	
CHAIR EASY (with covers)	2		COT CHILD & MATTRESS	1	
SIDEBORD	1		STAIR & DOOR GATE INFANT	1	
BOOKCASE	1		PLAYPEN CHILD	1	
CHAIR DINING	8		VACUUM CLEANER	1	
TABLE DINING	1		BRUSH WC + CONTAINER	1	
SIDE TABLE	1		GARDEN TOOLS SET	1	

GET-YOU-IN/OUT-PACKS – I DO / DO NOT REQUIRE A GET-YOU-IN/OUT-PACK (DELETE AS NECESSARY)

These are issued as complete packs and contain bedding, cutlery, crockery, kettle, iron and kitchen utensils. They are issued on a temporary basis only and must be returned complete within 6 weeks of occupation.

PROTECT - PERSONAL DATA (when completed)

FOR LOCAL HOUSING PROVIDER USE ONLY

Entitlement (by SFA Type)	
Entitlement to Tied SFA?	
Entitlement to Ex Officio SFA?	

Address of allocated SFA		
Occupation Date		

Any additional details that may be relevant may be commented upon below:

--

Accommodation required to be assessed by the Furnishing Authority on the basis of items selected

Fully Furnished		Part Furnished		Minimum Scaled	
-----------------	--	----------------	--	----------------	--

Furnished to Scale:

Part furnished

Unfurnished

Non-applicable (non crown employees)

FULL	
PART	
UNF	
NA	

Allocations Notes:

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GUIDANCE NOTES FOR THE COMPLETION OF THE SFA APPLICATION FORM (MOD FORM 1132)

1. All sections of the form must be completed in black ink and in block capitals. Please complete legibly and with as much detail as possible.
2. The completion of all sections of the form is mandatory. Without the information requested it will not be possible for your Housing Provider to process the application. This may result in the form being returned to the applicant and a subsequent delay in allocating you SFA. Chaplains, Civil Servants and Civilians where entitled/eligible should provide military equivalent rank to ensure allocation of SFA to the appropriate entitlement.
3. Personnel filling "In Command" appointments may be provided with SFA which is ex-officio / tied to the particular appointment. The entitlement will be deemed to exist if the applicant exercises Commanding Officers Powers of Punishment as defined within the Armed Forces Act 2006. In cases of doubt, the appropriate Housing Colonel will arbitrate.
4. The number of people expecting to live in a property could influence the SFA to which you are entitled. All dependent children living with you (including those at boarding school) and for whom you and/or your spouse/civil partner have legal custody and you can demonstrate that you are legally the prime mover should be entered. Live in nannies for children / and au pairs who have been the subject of specific approval should be included. Expected date of birth for baby(ies) due should also be entered on the form. Single Service personnel approved for adoption will be entitled to occupy SFA from the date of approval given the need to establish a home prior to any child being placed with the adoptive parent. See JSP 464 Chap 1 for detailed regulations.
5. Your assignment information is stated on your Assignment Order.
6. There is no entitlement to SFA prior to the date of assignment (unless vacating tied/ex-officio SFA or posted in to UK from overseas or from UK to overseas). The Housing Provider will make every effort to meet your required date up to a maximum of 4 weeks prior to your assignment date. You should not book removals / make schooling arrangements etc until you have received and accepted your formal offer of allocation.
7. If you currently occupy SFA you are required to notify your current Housing Provider that you are assigned within 14 days of receipt of your Assignment Order (unless you are deployed on operations or at sea when this may not be possible, in which case you are to notify your Housing Provider within 14 days of your return). If you currently occupy SSFA, you should also notify the MOD contractor by giving them the appropriate Notice as per your Licence to Occupy (usually 40 days).
8. Preferred Locations: For an entitled move the HASC will try and allocate SFA in your preferred location; if the preferred location is not available, the HASC will allocate as close as possible to the Duty Station.
9. Once the 1132 form is completed, data submitted may be cross-referenced with JPA records. Disciplinary action may be taken if you knowingly submit incorrect / withhold information that affects your entitlement to accommodation.
10. You should select which (if any) further items of furniture you wish to have included in your SFA (except Gibraltar). Your selection will be assessed by the respective Furnishing Authority; this normally occurs when you move in to the SFA, on the basis of the numbers and nature of the items requested. You will be advised of this assessment and the impact it will have on the SFA charge you will pay.

If you have any further queries over the completion of this Application Form you should contact your local Housing Provider for advice.

Policy for the provision of SFA is contained in Tri-Service Accommodation Regulations
– JSP 464 (Part 1 – UK & Part 2 – Overseas)

GARAGE APPLICATION

The Service Family Accommodation (SFA) allocated to you may not have a garage attached to the property. Please would you indicate below whether you would like one. If there is no garage within the curtilage of the property, on receipt of your application you will either be allocated a standalone in the vicinity of your SFA or placed on a waiting list for the next suitable garage.

You are reminded that private vehicles and/or personal effects are stored in the garage at your sole risk and the Department and/or its agents will not accept any liability for loss or damage to such property when stored in the garage.

I wish to apply for a garage Yes ☐ No ☐

From (date) _____

(To be completed by your Local Housing Provider)

OFFICE USE ONLY

Date application received _____

Offer letter sent Yes ☐ No ☐

Waiting list letter sent Yes ☐ No ☐

Signature _____ Date _____

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Annex B to
MOD Form 1132

APPLICATION TO KEEP A PET(S) IN SERVICE FAMILY ACCOMMODATION

(For completion by Licensee)

Name Of Licensee	
Rank	
Service Number	
Contact Tel No	
SFA Address	

Use a separate entry for each pet.

Type of Pet (JSP 464 Pt 1 Para 0719b)	Breed	Colour	Is pet caged? Yes / No

I have read, and understand that it is my responsibility to keep the pet(s) under control at all times.

Signature.....

Name (Block Capitals).....

Date.....

Please return the completed form to the HASC where you applied for the SFA.

PROTECT - PERSONAL DATA (when completed)

RULES FOR KEEPING PETS IN SFA

- ❖ The name and address of the owner must be inscribed on the dog's collar.
- ❖ The Licensee is responsible for keeping the pet(s) under control at all times.
- ❖ The pet(s) must be prevented from causing nuisance, including barking and fouling footpaths.
- ❖ The owner/Licensee must comply with the Dangerous Dogs Act 1991 if applying to keep a dog(s). The act lists the following dogs as dangerous;
 - ❖ Pit-Bull Terrier
 - ❖ Japanese Tosa
 - ❖ Dogo Argentino
 - ❖ Fila Brasileiro
- ❖ Dogs are not permitted in Children's play areas.
- ❖ The Licensee is to ensure that pet(s) do not damage the fabric of the building, spoil the make up of the garden area or cause damage to perimeter fencing/boarding.
- ❖ Permission will only be considered for the pet(s) listed. Permission must be sought on an individual basis should further pets be acquired.
- ❖ The Licensee is to notify DIO Ops Accommodation if there is any change to the information provided.
- ❖ The Licensee must ensure that carpets, floor coverings, fixtures and fittings are left clean and free of infestation and make good gardens spoilt by animals prior to move out of SFA. Failure to do so may result in charges being raised against the individual.
- ❖ DIO Ops Accommodation retains the right to revoke permission to keep a pet(s) should any of the above rules be contravened, in accordance with JSP 464 Chapter 7. If for any reason, permission to keep a pet is revoked, the owner/licensee is to make arrangements for the animal(s) to be re-housed within 2 weeks of written notification being received.

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CHAPTER 6

SUBSTITUTE SERVICE FAMILY ACCOMMODATION (SSFA)

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- 0605 - Accommodation required date
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- A. SSFA Application Form 1132A.
- B. Licence to Occupy SSFA.
- C. SSFA Regulations.

CHAPTER 6

SUBSTITUTE SERVICE FAMILY ACCOMMODATION (SSFA)

SECTION I

SSFA PROVISION – POLICY OVERVIEW

0601. **Overview.** SSFA will be found from the commercial rental market by the MOD Accommodation Agency contractor on those occasions when there is insufficient SFA to meet the demand. The arrangements for the provision of SSFA are to equate, as far as is possible, to the equivalent procedures which apply to SFA. Size and specification of property is to broadly reflect the prospective occupant's equivalent SFA entitlement¹, and the property is to be located within an appropriate radius of the place of duty². In High Cost Areas, Officers are to be provided with reduced scale SSFA in accordance with the high cost area methodology operated by DIO Ops Accommodation³. SSFA is an expensive option that costs more than normal SFA. It is therefore incumbent on all parties to ensure that in all cases the provision of SSFA is fully justified and that all SSFA sourced complies with JSP 464 with respect to entitlement criteria and contract specification.

0602. **Responsibilities.** DIO Ops Accommodation is responsible for: funding SSFA; issuing the Non Availability Certificate (SSFA Application Form 1132A – Annex A); defining the property requirement and specification; and tasking the MOD Contractor. Whilst the MOD Contractor is responsible for identifying suitable property in accordance with DIO Ops Accommodation's tasking, DIO Ops Accommodation is responsible for overseeing the process and verifying that properties meet the requirement and specification before they are shown to the prospective occupant.

0603. **Issue of the Non Availability Certificate (NAC).** The HASC is to issue the NAC a minimum of 51 days (for moves within UK) and 65 days (for moves in to UK from overseas) before the applicant's required date (see para 0605), to ensure that there is sufficient time for the SSFA process to be completed. Late applications for SSFA, or delays in the issue of the NAC, may result in the applicant's required date not being met.

0604. **Cancellation of the NAC.** The NAC may be cancelled at any point up to the time that the applicant is required to sign the Property Acceptance Certificate for a particular property without incurring costs. The NAC may be cancelled in the following circumstances:

- a. The applicant withdraws their application for family accommodation.

¹ The property is to have a similar specification in terms of the number and type of rooms). It is to be no smaller than 10% below the indicative square meterage of the equivalent SFA as laid down in JSP 315, Scales 21 (OSFAs) and 22 (ORSFAs).

² Outside London – up to 10 miles. Inside London: MOD personnel on the VCDS 45 Minute List up to 45 mins travel by public transport; MOD personnel (non VCDS 45 Minute List) up to 1½ hrs travel by public transport; Formed units up to 10 miles.

³ Officers may be required to occupy reduced scale SSFA which is up to 20% below the indicative sizes in JSP 315, Scale 21 in high cost rental areas.

- b. Applicants who having accepted a NAC subsequently decline SSFA, preferring to await the availability of suitable SFA.
- c. The HASC, having issued a NAC, subsequently find that suitable SFA becomes available:
 - (1) The HASC may withdraw the NAC 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 applicant's required date (ie, the latest time that the SSFA Application Form 1132A must be submitted to ensure its timely administration).
 - (2) Thereafter, the HASC may only withdraw the NAC if the applicant is prepared, as a matter of personal choice, to forego SSFA and accept the offered SFA.

0605. **Accommodation required date.** The accommodation required date is to be annotated on the SSFA Application Form 1132A and may only be specified for up to 2 days prior to the Assignment Date, or thereafter. The required date may not be specified prior to the date of posting, unless the applicant is vacating tied/ex officio SFA, or assigned to UK from overseas, in which case SSFA is to be provided to ensure continuity of housing provision.

0606. **Choice of accommodation.** In accordance with tasking provided by the HASC, the MOD Contractor is required to identify 2 properties to the applicant's entitlement. The HASC is to verify that properties meet the entitlement before the Contractor makes arrangements to show them to the prospective occupant. The prospective occupant is to view properties, preferably within a 24 hour period, and select a preferred property.

0607. **Notice of address.** Where possible, and subject to the availability of suitable property, the Contractor will provide occupants of SSFA with the following notice of address:

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

0608. **Self sourcing of accommodation.** Self sourcing of accommodation is not permitted.

0609. **Lease Agreement and Licence to Occupy.** The MOD Contractor is required to enter into a Lease Agreement with the Agent/Landlord of the property. Under the terms of the Lease Agreement the occupant has no security of tenure beyond the initial 6 month period. The occupant is required to sign a Licence to Occupy which is between the occupant and the MOD Contractor - see Annex B. Occupants of SSFA will not be allowed to vacate SSFA under 6 months other than for Service reasons, or in other exceptional circumstances agreed by the HASC Area Housing Manager following consultation with the Local Service Commander. Thereafter, the Licence to Occupy may be terminated by either side on giving 40 days notice.

0610. **Security deposits.** Contrary to normal commercial practice, MOD does not permit payment of security deposits to Agents/Landlords of SSFA properties.

0611. **Accommodation charges.** Accommodation charges and CILOCT will be deducted as if the occupant was occupying Grade 1 SFA at the furnished or unfurnished rate as appropriate. The occupant has no involvement in paying the rent which is paid to the Agent/Landlord by the MOD Contractor and subsequently recovered through the Housing and Accommodation Support Services (HASS) at Centurion Building, Gosport.

0612. **Utility bills.** The occupant is responsible for paying utility bills except water rates which are paid by HASS.

SECTION II DURATION OF THE NAC

0613. **Continuance of the NAC.** Where a family occupies SSFA, wherever possible they will not be required to move to SFA mid tour. Should the occupant be posted to another appointment within the same area at the end of the tour, or in the event that either side terminates the Lease Agreement during the period of the tour, continuance of the NAC is not automatic and SFA is to be reapplied for.

0614. **DIO Periodic reviews of the NAC.** The HASC will review the NAC after the initial 6 months of the tenancy and annually thereafter. At the review point there are the following options:

- a. **Continuation of the NAC.** The NAC continues and the occupant remains in the SSFA.
- b. **Move into SFA by choice.** The HASC may offer the occupant SFA to entitlement which has become available. The occupant may accept the offer to move mid tour into SFA at public expense – see para 0518.
- c. **Enforced move into SFA.** Occupants of SSFA may only be moved into SFA mid tour in exceptional cases following consultation by DIO OPS Accommodation with the occupant, the occupant's unit and if necessary the single Service chain of command. Such moves will be at public expense. Factors including the location of the SFA in relation to the SSFA, the impact on children's schooling, relevant welfare and medical considerations and remaining length of tour are to be considered before any decision to move the family mid tour is taken. Should the occupant nevertheless still not wish to move, DIO Ops Accommodation is to liaise with the LSC who will make the final decision. Should a move be agreed, DIO OPS Accommodation will:
 - (1) Allocate SFA to entitlement (one down is undesirable).
 - (2) Avoid, where possible, moving the family when the head of the family was deployed.
 - (3) Aim to move families into SFA at least as good as their current home and preferably better. Standard 1 for condition properties should be allocated where they are available.

SECTION III

SSFA REGULATIONS

0615. SSFA Regulations are at Annex C.

Annexes:

- A. SSFA Application Form 1132A.
- B. Licence to Occupy SSFA.
- C. SSFA Regulations.



MOD Form 1132a
(Revised **13 Jul 12**)

MINISTRY OF DEFENCE

APPLICATION TO OCCUPY SUBSTITUTE SERVICE FAMILY ACCOMMODATION (SSFA)

For DIO Ops Accn use only

DIO Application No		NAC Reference No	
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For Applicant attention

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

Important – before completing this form, please read the guidance notes on pages 7 and 8

PART 1 - BASIC PERSONAL APPLICATION DETAILS

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

Service: (RN, Army, RAF)		Service Number:	
Rank:		Surname:	
Forename(s):		Gender (M/F):	
Date of Birth (dd/mm/yy):		Discharge / Termination Date (dd/mm/yy):	
Personal Status (PStat) Category (JSP 752 Ch 1 Sect 4) on occupation:		Date Occupation of SSFA required (dd/mm/yy). ²⁷ (See note 5)	
Assignment Date (Joining date at new unit) (dd/mm/yy):		Expected End Date of Future Assignment (as per JPA Assignment Order) (dd/mm/yy):	
E-Mail address: (if applicable)			
Address where correspondence / offer should be sent (ie your current accommodation address):			
to: _____			

Postcode/BFPO _____			
Contact Tel No: _____ (inc Std / Intl / Mil code where applicable)			
Mobile Tel No: _____			

²⁷ You can request SSFA up to 2 days prior to your Assignment Date.

ASSIGNMENT DETAILS

Ship/Shore based Unit/Station assigned to and location (complete as many details as are known):	Point of Contact (if known): Full Unit Address: Postcode / BFPO: Email (if known): Military Tel No: Civilian Tel No: (Inc Std / Int Dial Code)			
Receiving Unit 'Unit Indicator Number' (UIN)				
If you are posted to MOD London, is your new appointment on the VCDS 45 Minute List?	Yes		No	

Complete the following table with the permanently resident members of your family (including Spouse / Civil Partner) for whom you require SSFA. **(As per your 1132).**

Title (Mr/Mrs etc)	Surname	Forenames	Gender M/F	DOB (or due date) dd/mm/yy	Relationship to Applicant	Need to enrol in local school - Y/N
Date baby due (if applicable)						

PART 2 - FUTURE HOUSING REQUIREMENTS (ON ASSIGNMENT)

Do you require furnished accommodation?	Yes ²⁸		No	
Do you require unfurnished accommodation?	Yes		No	
Do you require accommodation which permits smoking?	Yes		No	
Do you require a garage? ²⁹	Yes		No	
Do you require accommodation where domestic pets can be kept? If you have answered yes to this question, please answer the following:	Yes		No	
Number and type of pets to be kept at the property:				

PREFERRED LOCATIONS. You may express a preference in respect to location, but there is no guarantee that the contractor will be able to meet personal preferences. (See Note 6).

(1):	
(2):	
(3):	

CURRENT HOUSING ARRANGEMENTS.

Do you currently own your own property?	Yes		No	
If yes, what is the postcode?				
Do you plan to occupy this property?	Yes		No	

²⁸ If you do require furnished accommodation, it will be provided through ASU or the relevant DAS supplier. (The MOD Contractor will not source furnished or part furnished SSFA).

²⁹ Applicants should note that there is no guarantee that the contractor will be able to source a property with a garage.

If no: <ul style="list-style-type: none"> Is the property uninhabitable due to the fact that it is undergoing renovation or subject to some other building work? Is the property subject to an existing lease and early termination would have financial penalties? Is the property unsuitable for occupation due to the size of your family / your SFA entitlement? 	Yes		No	
	Yes		No	
	Yes		No	
Please attach evidence eg: expected date of completion of building work; date current lease expires; proof of size of property.				

PART 3 – HIGH COST RENTAL AREA PROCEDURE.

To be completed by Officer Applicants only.

If you require SSFA in a high cost rental area (as defined by DIO Ops Accn) it may be necessary for you to occupy a property which is up to 20% smaller than your normal SFA entitlement. Prior to initiating a reduced scale search you may request that DIO Ops Accn broadens the radius of your search for a full size property out to 50 miles or 1½ hours travelling time.

I request DIO Ops Accn to first extend the radius of search for a full size property out to 50 miles or 1½ hours travelling time.	Yes		No	
---	-----	--	----	--

If you have answered 'No' to the question above, and require a reduced scale property, DIO Ops Accn will contact you separately regarding your options. (See Note 7).

PART 4 – DATA PROTECTION ACT 1998

I understand and accept that in pursuing this application Defence Infrastructure Organisation may be required to release certain information to other agencies and bodies within the MOD (eg, Pay/Record Offices, Local Commands etc) and that this will take place in accordance with the provisions of the Data Protection Act 1998.

PART 5 – SIGNATURE OF APPLICANT

Please recheck the information given is correct and that your requirements are clearly stated and sign below. **You are reminded it is a disciplinary offence to knowingly give false information. (See Note 8).**

I will inform DIO Ops Accn and my Chain of Command of any change in assignment or duty location which affects this application. I am aware that should I fail to comply with these regulations, then my publicly provided accommodation and allowance entitlements will be subject to formal review and may be withdrawn.

SIGNATURE OF APPLICANT		DATE	
------------------------	--	------	--

PART 6 – PROPERTY SEARCH SPECIFICATION / DIO OPS ACCN AUTHORISATIONS

To be completed by DIO Ops Accn

Required by date: (Insert date authorised by DIO Ops Accn)	
Pets: (Insert number and type authorised by DIO Ops Accn)	

Distance from new duty station: (Tick one box only)	
<input type="checkbox"/> Within 45 mins by public transport (VCDS 45 min list)	
<input type="checkbox"/> Within 1½ hours by public transport (MOD London)	
<input type="checkbox"/> Within 10 miles (London formed units and remainder of UK)	

Type of property required: (Tick one box only)							
Type I		Type II		Type III		Type IV	
Type V		Type D		Type C		Type B	

Additional Needs or Disability Requirements: (Specify exact requirement)	
---	--

Authorised by³⁰:

NAME (Block capitals)		Signature	
DIO Ops Accn Appointment		Date	
Contact Telephone Nos (Incl Mobile No)		Contact Fax No	Mil: 95331-6861 Civ: 01480-425371

This form 1132A should now be forwarded to HASS for registration of the applicant on the SSFA Scheme.

The form should be sent by first class post to:
HASS, Rm 1060, Centurion Bdg, Gosport, HANTS, PO139XA.

Note: HASS may return incomplete forms to DIO Ops Accn

³⁰ Point of Contact for use in event of queries.

PART 7 – HASS AUTHORISATION / INSTRUCTION

To be completed by HASS

Is this application complete?		Yes		No	
If 'no', please return the application form to DIO Ops Accn.		Date form returned to DIO Ops Accn:			
Date application received by HASS & registered on SSFA Scheme		Date instruction forwarded to MOD Contractor for property search			
<p>Once this application has been registered on the SSFA Scheme, HASS should inform DIO Ops Accn that official tasking has been initiated. A copy of this page should be faxed to DIO Ops Accn at:</p> <p>Mil: 95331-6861 Civ: 01480-425371</p>					
NAME (Block capitals)		Signature			
HASS Appointment		Date			
Contact Telephone Nos (Incl Mobile No)		Contact Fax No			
UTN No					

APPLICATION TO OCCUPY SUBSTITUTE SERVICE FAMILY ACCOMMODATION (SSFA)

GUIDANCE NOTES FOR THE COMPLETION OF THE SSFA APPLICATION FORM (MOD FORM 1132A)

11. Policy for the provision of SSFA is contained in Tri-Service Accommodation Regulations (JSP 464 Pt 1). Applicants are advised to familiarise themselves with the policy before applying for SSFA. Applicants should also read the 'Rules and Instructions for Service Personnel Occupying SSFA' which were provided by DIO Ops Accn (**Housing Allocations Services Centre – HASC**) with this SSFA Application Form 1132A.
12. The SSFA Application (MOD Form 1132A) is a Tri-Service Application Form which is to be submitted by Service personnel who have been instructed by DIO Ops Accn (HASC) to apply for SSFA. Whilst some of the questions duplicate those on the 1132 (SFA Application), this is necessary as the detail contained herein is provided separately to the MOD Contractor. (You should note that this application will be read by DIO Ops Accn in conjunction with your original 1132. If any of your circumstances have changed, you should re-submit the 1132). All sections of this form must be completed in black ink and in block capitals. Please complete legibly and with as much detail as possible.
13. SSFA will be provided by DIO Ops Accn on those occasions when there is insufficient or inappropriate Service Family Accommodation (SFA) available. DIO Ops Accn utilises a civilian contractor to provide accommodation from the commercial rental market. It is intended that SSFA will broadly equate to the provision of SFA (outside London – no smaller than 10% below the indicative square meterage of an individual's entitlement); however, applicants should be aware that there is no security of tenure beyond the first 6 months of the lease.
14. **The completion of all relevant sections of the form is mandatory.** Without the information requested it will not be possible for DIO Ops Accn / MOD Contractor to process the application. This may result in the form being returned to the applicant and a subsequent delay in finding appropriate SSFA. The form is to be completed as follows:
- a. All applicants are to complete Parts 1, 2 and 5.
 - b. In addition, Officer applicants only are also to complete Part 3 (High Cost Rental Area Procedure).
 - c. Once completed, the applicant is to return the Form 1132A by fax to DIO Ops Accn (Substitute Accommodation Team) at:

Mil: 95331-6861
Civ: 01480-425371
 - d. DIO Ops Accn is to complete the Property Search Specifications and authorise the SSFA at Part 6. Once authorised, DIO Ops Accn is to forward the Form 1132A (in entirety) by first class post to HASS, Rm 1060, Centurion Bdg, Gosport, HANTS, PO13 9XA. **HASS may return incomplete forms to DIO Ops Accn.**
 - e. HASS is to complete Part 7 and task the MOD Contractor. A copy of page 6, once completed, is to be forwarded to DIO Ops Accn by fax.
15. Applicants are to note that there is no entitlement to SSFA more than 2 days prior to the date of assignment. The only exceptions to this are where the applicant is vacating tied/ex-officio SFA or is assigned to the UK from overseas. In these cases the SSFA will be provided to ensure continuity of housing. If you do require accommodation earlier, you should provide written justification to DIO Ops Accn in addition to this application.
16. Preferred Locations. You should take the following into consideration before you complete this section. You may state a preference for location, in which case the MOD Contractor will try and source SSFA in your preferred area. However, if the preference incurs additional costs to the MOD (eg if the rental cost of SSFA sourced in your preference location is more expensive than for property to your entitlement within the full entitlement radius), you may be required to pay a Personal Contribution (PC). Any PC will be annotated on the Property Acceptance Certificate and debited directly through JPA for the duration of your occupancy. If the preferred location is not available, the MOD Contractor will source accommodation to your entitlement as close as possible to the Duty Station.
17. If you are unwilling to accept a widened search radius, it may be necessary for you to occupy a reduced scale SSFA. Prior to tasking the MOD Contractor DIO Ops Accn will contact you separately to determine your preferences, eg for fewer rooms or a smaller property overall.

18. Once Form 1132A is completed, data submitted will be read in conjunction with your original 1132, and may be cross-referenced with JPA records. Disciplinary action may be taken if you knowingly submit incorrect / withhold information that affects your entitlement to accommodation.

19. As SSFA is procured by a contractor on behalf of the MOD under strict criteria that equate to Grade 1 SFA, it will automatically be charged as Grade 1 accommodation. You may challenge this grading within 3 months of occupation.

If you have any further queries over the completion of this Application Form you should contact DIO Ops Accn for advice

**HCR Ltd
and
OCCUPIER**

**Substitute Service Family Accommodation (SSFA)
Licence to Occupy**

Please read this Licence carefully

This LICENCE sets out the basis to which you will be permitted to occupy a property leased by HCR Ltd. The terms and conditions that will apply in occupying the property with sole possession, subject to the requirements agreed between HCR and MOD and the provisions set out in the paragraphs below, do not create a tenancy.

1. HCR permits you by way of this Licence to occupy and use the property in common with such other persons as may be agreed between HCR and the MOD.
2. The Licensee agrees to:
 - 2.1 Occupy the property alone with his or her spouse and/or immediate dependent children as agreed by MOD and HCR and not share, sublet or allow another person to reside at the property on a permanent residency basis.
 - 2.2 be responsible for the payment of all bills (including unconventional fuels/utilities) with the exception of Water and Council Tax. Water and Council Tax bills will be sent directly to the HASS who will make arrangements to pay them. Any such bills received by the Licensee and which require payment should be forwarded immediately to HASS at the following address:

HASS/EDS
Room 1043
Centurion Building
Grange Road
Gosport
PO13 9XA

Tel No: 02392 702234

In addition, the Licensee must ensure that the telephone service and the telephone number provided at the start of the Licence Agreement remain available to the Landlord or his Agent at the end of occupation.

The Licensee is responsible for arranging and paying for the chimney(s), if any, to be swept at least once in every 6 months and at the termination of the tenancy and to submit a receipt to HCR following each sweep.

- 2.3 The property will incur Grade 1 accommodation charges as it is procured by a contractor on behalf of the MOD to a standard that broadly equates to Grade 1 SFA. You have three months from date of occupation to challenge this grading.
- 2.4 Be accountable for using and treating the property and its contents in a responsible and sensible manner; in particular the licensee shall:
 - 2.4.1 Keep the interior of the property, the fixtures, fittings and furniture in a hygienically clean and functional condition;
 - 2.4.2 not remove the fixtures or Fittings of the Premises or to store them in any way or place inside or outside the Premises which could reasonably lead to damage to the Fixtures and Fittings deteriorating more quickly than if they had remained in the same location as at the beginning of the Tenancy;

- 2.4.3 maintain the garden (if any), ie keep tidy and free from weeds with lawns cut, paths kept tidy, flower beds maintained and shrubs pruned. The Licensee shall not however, fell, lop or prune any tree situated in the garden area of the property or change the general layout or design of the garden without first seeking the written consent of HCR;
 - 2.4.4 Not hang any laundry or other articles outside the Premises other than in a place designated or permitted by the Landlord or Landlord's Agent and not to hang or place wet or damp laundry upon any item of furniture, Fixture or Fitting or room heater
 - 2.4.5 care for any appliances supplied with the property, reading any instruction booklets that have been provided by the Landlord or the Landlords Agent carefully before use. If an instruction booklet has not been supplied or is lost, please notify HCR who will endeavour to obtain a booklet from either the Landlord or the Letting Agents. Particular attention to instructions should be made to appliances such as waste disposal units, water softeners and oil tanks.
 - 2.4.6 clean all windows (glass and frames) at least once in every calendar month and arrange for the replacement of all broken glass to the same quality and will pay the replacement cost in the event of any failure to take reasonable steps to prevent any damage to the glass;
 - 2.4.7 In addition to Kit Insurance , the Licensee will be responsible for arranging their own contents insurance for possessions kept within the property.
- 2.5 The Licensee shall obtain the prior written consent of HCR before keeping any animal or pet in the property. Any such consent may be subject to the following conditions:
- 2.5.1 The animal or pet should not cause a nuisance to the neighbours of nearby properties. Failure to comply will result in the Licensee being asked to have the animal or pet removed immediately from the property;
 - 2.5.2 Any fouling by the animal is to be cleared by the Licensee immediately;
 - 2.5.3 Any damage caused by the animal is to be repaired at the Licensee's expense;
 - 2.5.4 The carpets are to be professionally cleaned at the end of the Licensee's occupation and the full cost of such cleaning shall be met by the Licensee. Receipts for cleaning shall be submitted to HCR at the end of occupation;
 - 2.5.5 At the end of the Licensee's occupation, the property shall be professionally fumigated for the purposes of destroying any pests that may remain. The full cost of such pest control shall be met by the Licensee, with receipts for such work submitted to HCR at the end of occupation;
 - 2.5.6 The animal shall not be kept for the purposes of breeding;

- 2.5.7 The Landlord reserves the right to insist upon the removal of the animal from the premises within 2 days of receipt of any notice that the relevant clauses relating to the keeping of a pet or animal within a property have been contravened.
- 2.6 Be accountable for taking reasonable steps to preserve the property to limit the effect of any damage that may occur and taking appropriate precautions to prevent damage to water installations during cold weather. In particular, it is the responsibility of the Licensee to undertake any minor repairs to limit the effect of any damage and deterioration that transpires.
- 2.7 Promptly notify HCR when defects occur. Details of the procedures to be followed and the telephone numbers for general advice on routine repairs and out of hours emergencies (ie where the habitability or security of the property is at risk) can be found in the SSFA User Guide. The Licensee should note that if they call the out of hours Helpline, or any contractor in relation to non-emergency repairs, then they may be held liable for the costs.
- 2.8 The Licensee shall not alter the property in any way and specifically:
- 2.8.1 Shall not change, add or modify the electrical, gas or plumbing systems;
- 2.8.2 Shall not alter the scheme of exterior or interior decoration in any way without the prior written consent of HCR;
- 2.8.3 Shall not install or change any locks to the property without first obtaining the written consent of HCR and to provide the Landlord or his Agent with a new full set of keys;
- 2.8.4 Shall not remove any of the contents, fixtures or fittings;
- 2.9 Shall not suspend or attach to any part of the property by any means whatsoever any pictures, posters or any other articles without the prior written consent of HCR;
- 2.10 Shall not leave the property unoccupied between 1 November to 30 April without maintaining a sufficient level of heating to the property to prevent frost damage to the domestic hot water and central heating systems; furthermore shall take prudent steps to adequately heat and ventilate the property at all times to help prevent condensation. Where condensation may occur, take care to wipe down and clean surfaces as required to stop the build up of mould growth or damage to the premises.
- 2.11 Keep the property locked and secured when unoccupied and ensure that any security alarms are set whenever the property is vacant and inform HCR in writing should the property be vacant for more than 28 days. If any burglar alarm codes are changed during the Tenancy the Licensee will provide HCR the new code within 7 working days;
- 3 In addition to occupying and using the property the Licensee agrees to behave responsibly and considerately to others at all times; and:
- 3.1 Subject to para 2.1, shall not assign, sublet, share or allow another person to reside at the property;
- 3.2 Shall not use the property to carry out, or allow members of his or her household to carry on any business, trade, club or similar activity;

- 3.3 Shall not use or allow any member of his or her household to use the property for any illegal or immoral purpose;
- 3.4 Shall not do anything, which may invalidate the insurance of the property or increase the rate of premium payable for such insurance. Specifically, the Licensee shall:
 - 3.4.1 not keep any materials or substances which are or may become a fire hazard or could be potentially dangerous to people in the vicinity of the property;
 - 3.4.2 not use a paraffin or portable gas heater in the property.
 - 3.4.3 not smoke or allow others to smoke within the premises without written consent from the Landlord
- 3.5 not do anything in the vicinity of the property which may damage or become a nuisance or annoyance to the owners or occupiers of any adjoining or neighbouring properties;
- 3.6 Ensure that the sinks, drains and pipes which serve the premises do not become blocked;
- 3.7 not use or play a musical instrument, radio, television set or apparatus for reproducing recorded sound in such a manner that it is audible outside the property;
- 3.8 not exhibit any aerial, satellite dish, advertisement, poster, notice or announcement so that it is visible from outside the property;
- 3.9 be responsible for placing all rubbish in the receptacle provided which should remain in the place designated for it;
- 3.10 permit HCR or the owner with or without others, reasonable access to enter the property on reasonable notification of the requirement (not less than 48 hours advance notice) except in cases of emergency, in order to:
 - 3.10.1 Inspect the state and condition of the property;
 - 3.10.2 Do any works or repairs which are necessary or desirable or which must be undertaken to comply with any legal requirement;
 - 3.10.3 Do work on or in relation to any adjoining or neighbouring property;
 - 3.10.4 Permit prospective purchasers accompanied by the Landlord or the Landlord's Managing Agent, to view the property at all reasonable times by prior written appointment and display as the Landlord directs any sale notices;
 - 3.10.5 During the last 2 months before the end of the Licence to permit prospective tenants, accompanied by the Landlord or the Landlord's Managing Agents, to view the property at all reasonable times by prior appointment and to display as the Landlord directs any letting notices.
- 4. To use the means of access to the property with due consideration for others and in particular, where the property may be part of a larger building shall:

- 4.1 keep closed any communal main entrance door to the building of which the property forms part;
 - 4.2 not leave any property, goods, parcels or refuse in any communal entrance halls, staircases or passages in the building;
 - 4.3 not loiter or obstruct any communal entrance halls, staircases or passages in the building.
5. When this Licence has been terminated, the Licensee and his/her dependants agree:
- 5.1 To vacate the property and hand over all keys to such person as notified by HCR;
 - 5.1.1 In the event that all keys are not returned to the Landlord at the expiration of the Licence, any costs incurred by the Landlord in replacing locks to which the lost keys belong, will be borne by the Licensee.
 - 5.2 To co-operate with HCR in order for the inventory to be checked and ensure that all the items listed in the Inventory are accounted for and located in their original position;
 - 5.3 To leave the property in a hygienically clean and tidy condition; removing all personal belongings, together with all rubbish. If the property has been professionally cleaned at the commencement of the Tenancy then the Licensee should ensure that the property is professionally cleaned at the termination of the Tenancy and will be required to provide a receipt as evidence that this has been done.
 - 5.4 Be in attendance at the move out, or nominate a proxy to be in attendance on the date agreed with the HCR Field Adviser in order to:
 - 5.4.1 Acknowledge dilapidations and ensure that any disagreements are recorded on the Occupation End Certificate (OEC) after taking into account fair wear and tear; Please refer to the dilapidation policy at Annex D of this User Guide for personnel occupying Substitute Service Family Accommodation (SSFA).
 - 5.4.2 Sign the Occupation End Certificate (OEC) acknowledging the end of occupation of the property
 - 5.5 To reimburse MOD all sums paid to the Landlord in respect of any damage to the property or its contents arising from any act, default or negligence on your part or any invitee to the property taking into account fair wear and tear, subject to the decision of the MOD in the case of any dispute which shall be binding on you.
6. The benefit of this Licence is personal to you and may not be transferred, assigned or shared.

7. You agree to give HCR at least 40 days written notice of your intention to vacate the property on a permanent basis in accordance with the relevant Service regulations relating to the SSFA Scheme, with any such notice to be forwarded by fax and posted to:

HCR Ltd
Copenhagen Court
32 New Street
Basingstoke
Hants RG21 7DT
Telephone No: 01256 812700
Fax No: 01256 333658

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

8. HCR may terminate this Licence by giving you not less than 40 days written notice if:
- 8.1 You fail to comply with your obligations under this Licence;
 - 8.2 HCR are requested by the MOD Project Manager to terminate this Licence;
9. HCR may terminate this Licence by giving you less than 40 days written notice if:
- 9.1 Destruction or damage renders the Property uninhabitable as a residence;
or
 - 9.2 HCR, the Landlord or his mortgage requires possession of the Property
- 10 You should communicate any matters arising from this Licence to the MoD Project Manager at the following address;
- MOD PM Substitute Accommodation
Defence Infrastructure Organisation Operations Accommodation
Rm S112,
Building 351
RAF Brampton,
Cambs, PE28 2EA

Signed:

Name:

Date:

SUBSTITUTE SERVICE FAMILIES ACCOMMODATION (SSFA) REGULATIONS

INTRODUCTION

1. SSFA will be provided by the MOD DIO OPS Accommodation contractor from the commercial rental market on those occasions when there is insufficient Service Family Accommodation (SFA) to meet the demand in accordance with the following regulations. In principle, SSFA will broadly equate to the applicant's equivalent entitlement to SFA, however, because of the unpredictability of the commercial rental market, occupants of SSFA should be made aware that there is no security of tenure beyond the first 6 months of the lease.

ENTITLEMENT TO SSFA

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

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

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

- a. Personnel who own/part own³¹ a property within the appropriate SSFA radius³² of their duty Station and unless the property cannot be occupied by the applicant because:
 - i. The property is uninhabitable because it is undergoing renovation or subject to some other building related work (such as underpinning for subsidence).
 - ii. The property is subject to an existing lease and early termination would have financial penalties.
 - iii. The property is not suitable to occupy due to the size of the Service family, subject to SFA entitlements.
- b. If the circumstances at 3a (i) and (ii) above apply, personnel will be provided with SSFA for 6 months at which time the Non Availability Certificate (NAC) will be

³¹ 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.

³² Outside London – up to 10 miles. Inside London: MOD personnel on the VCDS 45 Minute List up to 45 mins travel by public transport; MOD personnel (non VCDS 45 Minute List) up to 1½ hrs travel by public transport; Formed units up to 10 miles.

reviewed. The privately owned property is to be occupied as soon as it becomes habitable thereafter and will be treated as a mid tour move with regards to allowances³³.

- c. Personnel can refuse the NAC should they wish to await allocation of SFA.
- d. Personnel appointed/drafted/posted to a duty station for periods of less than 6 months.

PROPERTY ENTITLEMENTS

- 4. **Property specification.** SSFA property will broadly equate to the applicant's equivalent SFA entitlement in accordance with Annex B to Chapter 3 to TSARs JSP 464 Part 1. This is taken to mean that the property is to have a similar specification in terms of the number and type of rooms and is to be no smaller than 10% below the indicative square meterage of the equivalent SFA Type (as per JSP 315, Scales 21 (OSFA) and Scale 22 (ORSFA)). Whilst the property specification is derived from the provisions in JSP 315, applicants should understand that JSP 315 Scales 21 and 22 are not an entitlement but provide indicative guidance only. Fully furnished or unfurnished accommodation can be provided on request.
- 5. **Reduced scale property.** Officer applicants for SSFA may be required to occupy property which is up to 20% below the indicative sizes in JSP 315, Scale 21 in high cost rental areas as determined by the HIC. A high cost rental area is defined as an area in which the cost of renting property is more than one and a half times the national average cost of renting equivalent sized property.
- 6. **Proximity of SSFA from place of duty.** SSFA property will normally be provided within the following radii from the place of duty:
 - a. **Outside London.** SSFA is to be provided within 10 miles radius of the duty station. SSFA outside this radius can be offered only with the agreement of the Local Service Commander and DIO Ops Accommodation SO1 Policy / Customer Liaison. Disputes between the Local Service Commander and DIO Ops Accommodation are to be referred to the appropriate single Service Housing Colonel for a decision.
 - b. **MOD London personnel (occupying appointments on the VCDS 45 Minute Travel List).** SSFA is to be provided within 45 minutes travel by public transport of the duty station.
 - i. **Additions to the VCDS 45 Minute Travel List.** Additions to the VCDS 45 Minute Travel list require approval at 3* level and should be forwarded to MA/VCDS who sponsors the List.
 - c. **MOD London personnel (non VCDS 45 Minute List).** SSFA is to be provided within 1 ½ hrs travel by public transport of their place of duty.
 - d. **Formed Units in London.** SSFA is to be provided within 10 miles of their place of duty.

³³ JSP752 para 07.0111- mid tour moves for Service reasons.

- e. **High cost rental area (Officer applicants only).** Prior to the HASC tasking the MOD Contractor to identify reduced scale property (as per Para 5), the applicant may request the HASC to expand the radius of the search for a full sized property to 50 miles or 1½ hours. The HASC will task the MOD Contractor accordingly.
- f. **Non availability of any suitable property (all applicants/all areas).** In the exceptional circumstance that the MOD Contractor cannot identify any suitable property, the MOD Contractor will seek the MOD Project Manager's approval, through the Local Service Commander, to expand the radius of the search to 50 miles or 1 ½ hours. Disputes between the Local Service Commander and DIO Ops Accommodation are to be referred to the appropriate single Service Housing Colonel for a decision.

APPLICATION FOR SSFA

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

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

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

9. **Application process.** Personnel in receipt of a NAC are to complete Sections 1 – 5 of the SSFA Application Form 1132A and send/fax it immediately to the appropriate HASC. The HASC is to complete Sections 6, 7 and 8 and forward the original of the Form by first class post (not by fax) to the HASS at Centurion who will complete Section 9 (Unique Transaction Number), confirm that the Form has been correctly completed and task the MOD Contractor to provide accommodation to meet the requirement. HASS will also advise the authorising HASC that tasking has been initiated.

10. **Accommodation required date.** Personnel moving within UK should annotate their

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

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

- a. **Disabilities/Additional Needs**. If any member of the family is disabled or has additional needs which will influence the specification of the SSFA – eg access to the property.
- b. **Pets**. If it is their intention to keep pets. Letting Agents / Landlords may terminate the lease if it is discovered that personnel are keeping pets in the property without permission.
- c. **Smoking**. If members of the family smoke since Letting Agents / Landlords may specify that properties are non smoking.

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

- a. Confirm the accommodation requirements including any special requirements (as per Para 11).
- b. Confirm the required date and the applicant's availability to view properties.
- c. Identify any personal preferences with respect to location within the radius criteria (as per para 16 - above entitlement). (The MOD Contractor will take into account the applicant's entitlement. However the applicant should note that by stipulating a personal preference this may restrict the MOD Contractor's ability to source to best-value properties; as a result, the applicant may be liable to be charged a personal contribution in addition to the Grade 1 SFA charge).

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

PROVISION OF PROPERTY

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

14. **Viewing and selection of property**. Applicants (or their proxy – see para 16) will be required to view properties found by the MOD contractor at a mutually agreeable time (and preferably within a 24 hour period) and to select a preferred property.

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

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

17. **Personal Interests in SSFA Property**. SSFA claimants cannot accept or occupy an SSFA property which they own/part own³⁴.

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

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

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

SELF SOURCING OF SSFA

20. Self-sourcing of SSFA is not permitted.

ACCEPTANCE AND SSFA MOVE IN

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

22. **Licence to Occupy**. Personnel will be required to sign a Property Acceptance Certificate which acknowledges their agreement to their Licence to Occupy the property which lays down the terms and conditions of occupancy (Annex B to Chapter 6 to TSARs

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

JSP 464 Part 1). A copy of the Licence will be provided to the Licensee which they will also be required to sign.

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

OCCUPATION OF SSFA

24. **Cohabitation.** Under no circumstances may single personnel and single and lone parents co-habit with a partner (who is not their legal spouse/civil partner) in SSFA. 'Cohabitation' describes a situation where the SSFA becomes the home of another person.

25. **Sub-letting.** Personnel allocated SSFA are to occupy that property and are prohibited from sub-letting that property. Sub-letting in the context of these regulations is defined as any unauthorised sharing of the property. Personnel must seek permission from the HASC for the occupation of all non dependant children, aged parents or full time nannies/au pairs.

26. **Redecoration.** Occupants of SSFA are not permitted to alter the decoration of the interior or the exterior of the property without the written permission of either the MOD Contractor or the Letting Agent/Landlord.

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

28. **Absences.** Where the property is to be left vacant for periods in excess of 21 days for whatever reason (Service or non-Service) the occupant is to inform the HASC so that 'empty property checks' may be instigated to ensure the conditions of the Landlord's property insurance policy are not breached.

29. **Mid tour moves from SSFA.** There are the following mid tour move scenarios:

- a. **Review of the NAC.** The HASC will review the NAC after the initial 6 months of the lease and annually thereafter. At the review point there are the following options:
 - i. **Reissue the NAC.** The HASC reissues the NAC and the occupant remains in the SSFA.
 - ii. **Move into SFA by Choice.** The HASC may offer the occupant SFA to entitlement which has become available. The occupant may accept the offer and move mid tour at public expense into SFA.

- iii. **Enforced Move into SFA.** Occupants of SSFA may be moved into SFA mid tour in certain cases following consultation by the HASC with the occupant, the occupant's unit and if necessary the single Service chain of command. Factors including the location of the SFA in relation to the SSFA, the impact on children's schooling, relevant welfare and medical considerations and remaining length of tour are to be considered before any decision to move the occupant mid tour at public expense is taken.
- iv. **Failure to renew the lease.** In the event that the Agent/Landlord is unwilling to renew the lease at the MOD Contractor's annual renewal point, the occupant will be required to move into SFA (if available to entitlement) at public expense. Factors including the location of the SFA in relation to the SSFA, the impact on children's schooling, relevant welfare and medical considerations and remaining length of tour are to be considered.
- b. **Early termination of the lease.** In the event that the Letting Agent/Landlord seeks vacant possession of the property the MOD Contractor will issue the occupant with 40 days notice to vacate. Occupants will be required to move at public expense to either SFA (if it is available to entitlement) or to alternative SSFA provided by the MOD contractor prior to expiry of the notice period.
- c. **Health, safety and security concerns.** If SSFA becomes uninhabitable for health, safety or security reasons the occupant is to notify the MOD Contractor in the first instance and then inform the HASC. The HASC will liaise with the MOD Contractor (and may also consult with the Local Service Commander) to ascertain the extent of the problem and determine whether a temporary or permanent move is necessary.
- d. **Non Service reasons.** Personnel wishing to vacate SSFA for non Service reasons are to notify the HASC and provide 40 days notice to vacate to the MOD Contractor. Personnel vacating SSFA for non Service reasons may be required to continue to pay the SFA charge as if they were still occupying the property from the date they vacate the property until the initial 6 months of the lease has expired and/or the 40 day notice period has elapsed. A move to another SSFA for personal choice is not permitted for non-service reasons.

SSFA COSTS

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

- a. MOD Contractor's fees (as stated in the MOD Contract) for the provision of services.
- b. Rent for the property.
- c. Miscellaneous fees (when it is in the interests of the MOD to do so).
- d. Water/sewerage rates
- e. Council Tax.

- f. Dilapidations identified at move out (all of which will be passed on to the occupant by the HASC if caused through negligence – see paragraph 46).
- g. Initial telephone connection costs if there is not connection already in place at the property (also see para 31b).

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

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

HASS/EDS
Room 1060
Centurion Building
Grange Road
Gosport
Hants
PO13 9XA

ALLOWANCES AND CHARGES

32. **Night Subsistence Allowance³⁵ (NS) – Preliminary visits to view properties at a new place of duty in UK.** Personnel serving in the UK who are in receipt of a NAC to occupy SSFA at their new place of duty may travel with their spouse/civil partner and dependant children (but not any other member of their family) at public expense on a preliminary visit to view accommodation (see para 14). Travelling expenses and 1 night's NS at the new place of duty may be claimed. This period may be extended by up to 3 further night's (ie a total of 4 nights) on approval by the individual's Commanding Officer. Claims for more than 1 night's NS should include a certificate from the claimant's Commanding Officer confirming that the additional nights were as a result of Service reasons.

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

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

³⁵ Details of Night Subsistence can be found in JSP 752.

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

34. **Accommodation Charges.** SFA charges and Contribution in Lieu of Council Tax (CILOCT) will be deducted as if personnel were occupying Grade 1 SFA of the equivalent Type according to their entitlement at the furnished or unfurnished rate as appropriate. SFA charges for reduced scale SSFA in a high cost rental area will be charged at Grade 2, thereby reflecting the reduction in the property's size. The HASC will instigate the start and stop of SFA charges and CILOCT.

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

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

CHANGES TO AND CESSATION OF ENTITLEMENT

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

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

APPEAL / COMPLAINT PROCEDURES

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

- a. The MOD contractor will attempt to remedy any problem within their power; but this will be confined to resolution of any misunderstandings arising from the application form and / or any communications between the MOD contractor and the applicant. Note: an applicant's personal preferences cannot override his/her basic entitlement. (See para 13 – Choice of Property).

- b. In accordance with policy, the HASC 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 referred to the appropriate HASC and elevated as necessary within the DIO Ops Accommodation chain of command, or, if appropriate, the MOD Project Manager.
- c. The HASC or MOD Project Manager will liaise with the MOD Contractor's Operational Service Liaison Manager in order to decide whether a further search for properties is justified.
- d. If the HASC 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 HASC's offer of SFA (ie they will be deemed to have waived their entitlement to publicly funded family accommodation and will be required to make private arrangements at their own expense).
- e. Personnel retain their right of complaint through normal Service channels and DIO Ops Accommodation complaints process.

CESSATION OF ENTITLEMENT TO SSFA

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

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

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

GUIDELINES FOR DEALING WITH CASES OF ESTRANGEMENT

41. Occupants of SSFA are entitled to an initial reconciliation period of up to a maximum of 93 days or other specified timeline suitable for the circumstances. During this period, DIO Ops Accommodation will continue to pay rent on the SSFA, and the Service spouse/civil partner (who will in most incidences have moved into single living accommodation) will continue to pay SFA charges and SLA/food charges as per JSP 754.. The MOD contractor should be advised of the situation at the earliest opportunity.

42. If there is no reconciliation either during, or at the end of the agreed reconciliation period, the Local Service Commander is to explain the regulatory changes associated with estrangement outlined in JSP 754 with the Service Personnel and estranged spouse and formally notify the HASC 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 HASC 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 HASC are informed of the change of PStatCat. On receipt, the HASC (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 HASC are to issue and conduct the Proportionality Exercise at the same time as the 93 days notice to vacate to establish any continued occupancy beyond the expiry of the 93 day notice to vacate which should consider factors such as children's schooling, relevant welfare and medical considerations. After completion of the Proportionality Exercise and consideration of educational needs, welfare and medical issues, the Housing Provider (in conjunction with the MOD Contractor) may issue a revised notice to vacate. At the same time it is appropriate for the Housing Provider (in conjunction with the MOD Contractor) to conduct a move out inspection of the SSFA to cease Service person liability for the property and make record of any utility readings. DIO Ops Accommodation will continue to pay rent for the SSFA until the end of any revised notice to vacate date.

43. Unless arrangements to the contrary (between the occupant, the HASC and the MOD contractor) have been agreed, DIO Ops 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 HASC 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 Ops 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 Ops Accommodation on submission of itemised bills in accordance with the established invoicing and bill paying procedures (see Contract, Schedule 3, clause 46 – Reimbursement of Legal Fees).

VACATION OF SSFA

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

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

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

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

consultation with the HASC 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 Ops Accommodation.

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

48 **Cessation of charges, allowances and costs.**

- a. Accommodation charges, personal contributions and allowances will cease with effect from the date of formal move out from the property, eg, date of completion of the OEC and hand back of keys. With the exception of Service reasons which dictate an early move, where the occupant has not given the requisite notice to vacate, they may be liable for charges until the Licence ends.
- b. Occupants are responsible for making arrangements to stop the utility services that they have set up. (See para 30c).

FURTHER ADVICE

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

- a. The appropriate HASC (Annex C to Chapter 1 to TSARs – JSP 464 Part 1).
- b. The MOD Contractor (01256 812700).
- c. The MOD Project Manager (01480 52151 x 6890).

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- C. Guidance Note – Process to be followed for Adapting SFA for Licensee's Dependants with Additional Needs.

CHAPTER 7

RULES AND CONDITIONS FOR OCCUPATION

SECTION I

SERVICE LICENCE

0701. **Issue of Service Licence.** DIO Ops Accommodation is responsible for issuing each Service occupant of SFA with a Service Licence to Occupy SFA which is to be countersigned by DIO Ops Accommodation on move in. If the Service person is unable for Service reasons to attend the move in, the signed Licence is to be handed to the Service proxy or spouse/civil partner and will be extant from the date of move in. Where SFA is taken over by a unit representative on behalf of the licensee, the licensee has 14 days after moving in to notify the HASC of any defects or deficiencies. The HASC will ensure that the conditions of the Licence are adhered to and will initiate any action required to remedy any breach of conditions. This may result in withdrawal of the Licence.

0702. **Single Service personnel.** Single Service personnel (entitled or eligible) occupying SFA are to sign the Service Licence.

0703. **Business/commercial activity.** The use of SFA for a business or commercial activity e.g. internet and home working, mail order catalogue; cosmetic representative; kitchenware sale; registered child minding etc is not generally prohibited but prior permission must be sought from the HASC and the Local Service Commander. This is particularly relevant if the SFA is behind the wire where there may be security and access considerations. Such activities must not be prejudicial to the good order of the SFA estate and the general interest of other occupants. Business or commercial undertakings requiring installation of industrial machinery, storage of heavy, large, toxic or explosive materials, car repairs or constant visits to the SFA by members of the public (e.g. surgery/advice services) are not permitted in SFA, and the unauthorised use of a SFA for such an activity could lead to compulsory vacation.

0704. **Payment for damage.** The Service Licensee must either make good or instead pay any cost incurred by DIO Ops Accommodation in making good any damage to the property or its fixtures and fittings caused by either negligence or accidental damage by the Licensee or that of any members of the household, including family pets or any invited visitor or their pets. Damage caused by fair wear and tear and acts of God is excepted. On those occasions when consultation between the HASC and the occupant does not resolve the case, the HASC is to consult with the Local Service Commander and decide whether to pursue the case through the Civil Court (Small Claims Court or the Sheriff's Court in Scotland). The matter may also be pursued through the Service disciplinary chain where the Local Service Commander would make a judgement based on the findings of a Board of Inquiry which he/she may convene to investigate the circumstances of the damage and to decide whether the Licensee (or members of their family and visitors under those circumstances where the Licensee might have taken reasonable steps to prevent the occurrence) has been responsible for the damage caused. Guidelines for the assessment of charges in respect to damage to MOD furniture and furnishings are contained in JSP 384 Chap 13. Current single Service Regulations will apply with regard to raising debit vouchers.

0705. Insurance. Licensees are strongly recommended to arrange insurance for:

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

0706. Right of entry into SFA. Representatives or agents of the Crown and their contractors have a right to enter SFA for legitimate reasons such as repair and renovation, public economy or safety, or for any other legitimate purpose, at reasonable times on giving at least 24 hours advance notice, or immediately in the event of an emergency. The Crown, represented by the Local Service Commander or other proper authority has a right of entry into SFA for the purpose of inspection or for any other legitimate purpose, having given reasonable notice.

0707. Storage of privately owned weapons in SFA. All privately owned firearms (including shotguns) and ammunition held within MOD establishments must be the subject of a firearms (or shotgun) certificate. Occupants of SFA are to store privately owned firearms in approved Service armouries or licensed explosive storehouses wherever possible. Where this is not possible, the storage of legally held, privately owned firearms (including shotguns) and ammunition is permitted in SFA with the prior written consent of the HASC and in accordance with the regulations within JSP 440 Part 7 Section 7 Chap 3.

0708. Satellite dishes & other encroachments. Provided permission is sought in advance from the HASC, occupants will generally be permitted to carry out minor encroachments either on the outside or to the outside of their homes e.g. erecting a greenhouse, garden shed, TV aerial, satellite dish or CB Aerial, house alarms and security lights. Encroachments will be inspected prior to move out and where it is considered that the encroachment does not provide added value to the property, the occupant will be required to remove and make good. All costs incurred in the removal will be the responsibility of the occupant.

0709. Parking and garages. Parking facilities for occupants and their visitors exist on most estates. Some estates have garages, parking bays and carports within the boundaries of the SFA, others have communal bays and remote garage sites. Communal parking bays do not have designated parking rights for specific occupants, although exceptions to this rule will be made if occupants or their family members have disabilities. The parking of caravans, boats and trailers is not generally permitted on DIO Ops Accommodation estates however, occupants who wish to park caravans, boats and trailers must obtain prior permission from the HASC and this may be granted in exceptional circumstances where suitable spaces are available. All occupants allocated a garage will be required to sign the garage licence at Annex A.

0710. **Temporary absence from SFA.** Occupants and their families who are expecting to be temporarily absent from home for more than 3 weeks are advised to inform the HASC and the local MOD civil, Service or MOD police as appropriate (who may undertake patrols of Service housing areas).

SECTION II

PROVISION OF FURNITURE AND FURNISHINGS

0711. **Applying for furniture.** DIO Ops Accommodation will provide carpets, curtains and cookers for SFA under their control. All other scaled furniture will be provided by MOD under single Service arrangements. SFA may be occupied in furnished, part furnished, or unfurnished states and the SFA charge is adjusted accordingly (see para 0712). The requirement should be stated on the SFA Application Form (MOD Form 1132). The HASC will liaise with the appropriate Service supply staffs to arrange scaling in accordance with the applicant's requirements. In addition, larger items of furniture that are not required can be removed (wharfed) from the SFA but there is no reduction in SFA charge, unless the 50% threshold is crossed by the removal of that item in which case the part furnished charge would apply. Normally, wharfing is only carried out once during a standard occupancy.

0712. **Application of Part Furnished SFA Charge.** In 1992, the Armed Forces Pay Review Body (AFPRB) introduced a Part Furnished SFA charge for those occupying SFA with half, or less than half, the furniture. Application of the Part Furnished charge is to be calculated against the table at Annex B which provides percentage values for furniture items in each SFA Type. Where the furniture in SFA is calculated to be 50% or less, the Part Furnished SFA charge applies. The unfurnished SFA charge is only applicable to SFA equipped with carpets, curtains and a cooker, but none of the items at Annex B (unless fitted, for example built in wardrobes).

0713. **Furniture Charges for Enhanced Scaling.** Where occupants are required to undertake official entertainment or representational hosting and an enhanced furniture scale has been agreed, it is considered reasonable that the cost of this enhancement should be entirely at the Department's expense. Therefore, enhanced furniture scaling supplied to Senior Officers to meet official entertainment or representational hosting requirements including JSP 308 Book 1 Scale JS/3 is not to be counted when assessing furniture status.

0714. **Replacement and cleaning at public expense.**

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

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

SECTION III

PROVISION OF FACILITIES FOR THOSE WITH ADDITIONAL NEEDS AND DISABILITIES

0715. Adapting SFA for those with additional needs and/or disabilities.

- a. Where medical opinion confirms that the nature and extent of a dependant's need or disability is such that an accompanied assignment is feasible, a suitable SFA should be allocated. Necessary modifications are carried out by, and at the expense of, the HASC in conjunction with the appropriate Local Authority Primary Care Trust (PCT) and Occupational Therapist (OT), who may be able to assist in the provision of specialised equipment.
- b. The Guidance Note at Annex C should be followed to ensure timely completion of adaptations. The Unit Welfare Officer for Army Personnel will undertake a proactive role, whereas the Welfare Staffs and/or Chain of Command for RN and RAF personnel will only become involved when required and when invited to do so by the Service Person.
- c. The HASC will appoint an Additional Needs Focal Point (ANFP) to liaise with the Service Person and the PCT. This is usually the Deputy Housing Information Manager.
- d. When possible, a modified SFA should be retained in its adapted form for preferential allocation in the future.

SECTION IV

DECORATION OF SFA

0716. Interior/exterior decoration. Interior and exterior decoration is the responsibility of DIO Ops Accommodation. The planned cycle is to redecorate exteriors every 3 to 5 years, depending on climatic conditions, and interiors every 4 years. Self-help interior decorating is not discouraged, but occupants must consult the local HASC representative beforehand. If the occupant decides to use non-standard colours, or wallpaper, it must be accepted that by doing so the occupant may be liable to pay costs for labour and materials to bring the SFA back to the normal standard on move out. DIO Ops Accommodation representative conducting the move out will be the arbiter of whether or not redecoration is required, and to what extent, at the Pre-Move Out Advisory Visit.

SECTION V

GROUND'S MAINTENANCE

0717. SFA. The responsibility for the conduct and funding for grounds maintenance work within SFA enclosed gardens is as follows:

- a. **Enclosed gardens within occupied SFA.** It is the occupant's responsibility to maintain the garden in a tidy condition including cutting the grass, maintaining the

flowerbeds and existing shrubs, collection of leaves and disposal of garden refuse during the period they occupy the SFA. However, the occupant is not responsible for the maintenance of trees within the confines of the property (see para e).

b. **Grass cutting for oversize gardens (in excess of 0.2Ha/0.5 Acre).** DIO Ops Accommodation will, at the request of the TLB and on a repayment basis, cut the grass in oversize gardens (in excess of 0.2Ha/0.5 Acre).

c. **Grass cutting for headless families.** Grass cutting in enclosed gardens for headless families is not an entitlement. DIO Ops Accommodation will, as a discretionary welfare measure paid for by the TLB, cut the grass for headless families. It is incumbent upon the Local Service Commander to notify DIO Ops Accommodation of the requirement and any changes thereafter.

d. **Void SFA.** DIO Ops Accommodation is responsible for the funding and conduct of all grounds maintenance within gardens of void SFA.

e. **Tree surgery.** Occupants of SFA are not responsible for the maintenance of trees in enclosed gardens. The occupant is to refer tree maintenance work to DIO Ops Accommodation which is responsible for the funding and conduct of all major maintenance work associated with trees.

0718. **Open estate areas.** DIO Ops Accommodation is responsible for all grounds maintenance work in the open estate areas, including unenclosed front gardens.

SECTION VI

PETS

0719. **Keeping pets in SFA.** It is recognised that many occupants like to keep pets for comfort and protection. However, the wishes of the occupants to keep pets have to be balanced against the sensitivities of other occupants living nearby, and the availability of suitable facilities within the SFA for the pet. In order to keep a pet in SFA, the occupant is required to seek written permission (Annex B to MOD F1132 – SFA application form) from the HASC at each duty station before acquiring the pet/bringing the pet into the SFA. The occupant is required to seek written permission from the HASC for each pet. The HASC will normally permit small domestic pets except where:

a. The SFA is considered by the HASC to be unsuitable for the type of domestic pet (e.g. a dog requires exercise outside and the flat/house has no private garden).

b. The animal is not a generally recognised type of domestic pet. Recognised pets are considered to be dogs, cats, rabbits, caged birds or other small caged animals.

c. The pet has according to the HASC records, caused a nuisance in the past at previous SFA.

d. The occupant already has other pets. The HASC will consider applications to keep further pets on a case by case basis.

0720. **Control of pets.** Occupants must make certain undertakings including keeping pets under proper control and preventing nuisance. Failure to keep to these undertakings may mean that permission to keep a pet will be revoked by the HASC. Whilst every effort will be made to allocate suitable SFA to pet owners it cannot be guaranteed. Further details for the keeping of pets is promulgated in EBMS Housing section 1.10.6.1.

0721. **Cleaning of SFA on move out.** Personnel who receive permission to keep a domestic pet(s) in SFA will be required to leave the property to move out standard and provide evidence that the floor coverings and/or soft furnishings have (in the case of cats and dogs) been professionally cleaned or the occupant has self administered an appropriate pesticide and/or deodorising treatment applied prior to moving out.

SECTION VII

UTILITY PROVISION

0722. **Utility provision to SFA and SSFA.** Occupants of SFA and SSFA will have the opportunity to either remain with DIO Ops Accommodation suppliers of energy or negotiate their own utility provider for gas and electricity. Occupants entering into private agreements with utility providers are to ensure that the contracts include a caveat enabling the occupant to terminate the agreement by giving 28 days notice of ending the agreement and 48 hours notice of termination. The occupants are to advise the selected supplier in writing (copy to the HASC) of the final meter reading and the date of vacating the property.

SECTION VIII

REPAIRS

0723. **Categories of repair.** DIO Ops Accommodation is responsible for repairs to SFA and employ contractors to carry out the work on their behalf. Occupants are required to report any defects in the SFA to the appropriate helpdesk (available from your local HASC). DIO Ops Accommodation will categorise each repair based on urgency, as follows:-

- a. **Emergency repairs.** DIO Ops Accommodation will make safe and restore services or provide a temporary alternative as soon as possible and within 24 hours. Emergencies include problems affecting health, safety or security (e.g. flooding, complete electrical failure, gas leak, blockage of only WC), and central heating failure where children or elderly people are affected.
- b. **Urgent repairs.** DIO Ops Accommodation will carry out the repair within 5 working days. Urgent problems cover those causing serious discomfort or likely to lead to serious damage (e.g. water leaks, blocked drains or WC, power failure, loss of hot water supply, or central heating failure during the winter).
- c. **Routine repairs.** DIO Ops Accommodation will carry out the repair within 1 month. Routine repairs are those that can be deferred without causing serious discomfort, inconvenience or damage.

SECTION IX

CUSTOMER COMPLAINTS

0724. **Complaints procedure.** DIO Ops Accommodation operate a 3 stage complaints procedure which is included in the Guide to Living in SFA and is summarised as follows:

- a. Stage 1 - Formal complaint to the HASC
- b. Stage 2 - Formal complaint to Director Operations Housing (via Complaints Manager, HQ DIO Ops Accommodation, RAF Brampton)
- c. Stage 3 – Formal complaint to Independent Housing Review Panel (IHRP)

The full complaints procedure can be found at:

<http://www.mod.uk/DefenceInternet/MicroSite/DE/OurPublications/ServiceFamilyAccommodation/CustomFactSheets.htm>

DEFENCE INFRASTRUCTURE ORGANISATION OPERATIONS ACCOMMODATION
GARAGE LICENCE AGREEMENT (FOR SERVICE LICENSEES)

(to be returned to the HASC on completion)

The SECRETARY OF STATE FOR DEFENCE on behalf of Her Majesty the Queen grants

Name: **(Anite populated)**

“the Licensee”

Of (Address of SFA): **(Anite populated)**

“the Property”

a **licence** to occupy a garage located at (address of garage): **(Anite populated)**

“the Garage”

on the following terms and conditions.

1. This GARAGE LICENCE is personal to the Licensee and subject to continuing eligibility to occupy Service Family Accommodation as defined in Service Regulations.
2. Either party may terminate this Licence by giving normally 28 days and in any event not less than 7-days notice in writing. In exceptional circumstances occasioned by Service reasons, the Licensee may give shorter notice.
3. This Garage Licence will terminate automatically when the Licence to occupy the Property named above terminates.
4. The Licensee agrees to:
 - a. Use the garage only as accommodation for a private motor vehicle or for personal effects storage and for no other purpose without the prior written consent of Defence Infrastructure Organisation Operations Accommodation. Care must be taken to ensure all items stored in the garage are safe and suitable for such storage, and is at the sole risk of the licensee.
 - b. Pay all charges for the garage including any for fuel, light, water and sewage.
 - c. Keep the inside of the garage clean and tidy any forecourt free of obstructions at all times.
 - d. Allow representatives, agents and contractors of the Crown access to the garage at reasonable times on receiving at least 24 hours advance notice or immediately in an emergency.
 - e. Make good any damage to the garage or to the fixtures and fitting caused, other than by fair wear and tear, by the Licensee, or any member of their household, including family pets, or any invited visitor, or their pets, or to pay any costs incurred by Defence Infrastructure Organisation Operations Accommodation in making good the damage.
 - f. Vacate the garage at the end of any period of notice to vacate or when the Licence to occupy the property terminates and on vacating to leave the garage and any fixtures and fittings in good repair, fair wear and tear excepted, and if failing to do so to be liable for:

- (1) Any losses or damage as assessed by Defence Infrastructure Organisation Operations Accommodation or their appointed agents, and
- (2) Any costs in respect of cleaning, disinfestations or refuse removal as assessed by Defence Infrastructure Organisation Operations Accommodation or their appointed agents, and
- (3) Compensation for trespass until the garage is vacated, and
- (4) Any legal costs incurred by Defence Infrastructure Organisation Operations Accommodation in recovering vacant possession or outstanding monies.

5. The Licensee also agrees not to:

- a. Assign, sub-let or share the garage without the prior written consent of Defence Infrastructure Organisation Operations Accommodation.
- b. Use the garage for the storage of any inflammable material or any illegal purpose of any kind.
- c. Erect a TV, satellite or other communications aerial on the garage or make any other alteration or addition to the garage or the fixtures or fittings without the prior written consent of Defence Infrastructure Organisation Operations Accommodation.
- d. Carry out or allow members of their household to carry out any business, trade, club or similar activity in the garage without the prior written consent of Defence Infrastructure Organisation Operations Accommodation.
- e. Cause a nuisance or annoyance or allow members of their household, invited guests or pets to cause nuisance or annoyance to neighbours, Defence Infrastructure Organisation Operations Accommodation staff or agents or contractors.
- f. Make or allow members of their household to make any noise that causes a nuisance to neighbours or can be heard outside the garage between 11pm and 8am.

DECLARATION

I have read and agree to the terms of this Licence. I understand that failure by my family or myself to observe the obligations under this Licence could render us liable to legal proceedings and/or debar us from occupying Service Family Accommodation in the future, and could render me liable to Service disciplinary action.

DEDUCTION FROM PAY

I agree that all charges arising from my use of this garage may be deducted from my pay.

Signed by the Licensee.....

Full name in block capitals.....Date.....

Signed for an on behalf of the Secretary of State for Defence.....

Full name in block capitals.....Date.....

**SFA CHARGE - APPLICATION OF FURNISHED / PART FURNISHED
CHARGE - % POINTS PER FURNITURE ITEM BY SFA TYPE**

1. Furnished charge applies at 51% and above, Part Furnished charge applies at 50% & below, Unfurnished charge only applies to SFA equipped with carpets, curtains and a cooker, but no other furniture items (unless fitted, for example built in wardrobes))
2. Enhanced furniture scaling supplied to Senior Officers to meet official entertainment or representational hosting requirements including JSP 308 Book 1 Scale JS/3 is not to be counted when assessing furniture status.

SFA TYPE	I	II	III	IV	V	D	D1	C	C1	B	B1	A	A1
	%	%	%	%	%	%	%	%	%	%	%	%	%
LOUNGE/DINING/ANNEX													
Bookcase	2	2	2	2	2								
Buffet (sideboard)	3	3	3	4	5	3	3	4	4	5	5	7	8
Bureau (Officers)	4	4	5	5	6								
Chair Dining (1 point each)	6	6	6	6	4	6	6	6	6	6	6	6	6
Chair Easy & Slip	3	3	4	4	4	4	4	6	7	7	8	10	11
Chair Easy & Slip	3	3	4	4	4	4	4	6	7	7	8	10	11
Chair Easy & Slip						4	4						
Settee & Slip	10	10	11	11	13	6	8	9	9	10	12	15	17
Chair Elbow	2	2	2	2	3	2		3		4		5	
Chair Elbow	2	2	2	2	3	2		3		4		5	
Chair Elbow	2	2	2	2	3								
Table Dining	2	2	2	2	3	2	4	3	4	4	4	5	6
Table Occasional	1	1	1			1	1	1	1	1	1	2	2
Table Set Nested	1	1	1	1	2								
PRINCIPAL BEDROOM													
Bedstead	1	1	1	1	1	1	1	1	1	1	1	3	3
Chair Dining (1 point each)						2	2	2	2	2	2	2	2
Chair Elbow	2	2	2	2	3								
Chest of Drawers	3	3	4	4	4								
Table Dressing *	3	3	4	4	4	4	4	4	5	6	6	8	9
Stool Dressing	1	1	1	1	1	1	1	1	1	1	1	1	1
Table Bedside (1 point each)	2	2	2	2	2	2	2	2	2	2	2	2	2
Wardrobe 42"						3	3	4	4	5	5	7	8
Mattress	4	4	4	4	4	3	3	5	5	6	7	9	11
KITCHEN													
Stool Step	0	0	0	0	0	0	0	0	0	0	0	1	1
Stool Straight							0	0	0	0	0	0	0
Table Kitchen						1	1	1	1	1	2	2	2
BEDROOM 2													
Bed Single (1 point each)	2	2	2	2	2	2	2	2	2	2	2		
Chair Straight	0	0	0	0	1								
Chair Dining						1	1	1	1	1	1		
Table Dressing *	3	3	4	4	4	4	4	4	5	6	6		

Stool Dressing	1	1	1	1	1	0	0	0	0	0	0		
Table Bedside (1 point each)	2	2	2	2	2	2	2	2	2	2	2		
Wardrobe 36"						3	3	4	4	5	5		
Mattress	4	4	4	4	4	3	3	5	5	6	7		
Mattress	4	4	4	4	4	3	3	5	5	6	7		
BEDROOM 3													
Bed Single (1 point each)	1	1	1	1	1	2	2	1	1				
Chair Dining						1	1	1	1				
Chair Straight	0	0	0	0	1								
Table Dressing *	3	3	4	4	4	4	4	4	5				
Table Bedside (1 point each)	1	1	1	1	1	2	2	1	1				
Wardrobe 36"						3	3	4	4				
Mattress	4	4	4	4	4	3	3	5	5				
Mattress						3	3						
BEDROOM 4													
Bed Single	1	1	1	1		1	1						
Chair Straight	0	0	0	0									
Chair Dining						1	1						
Table Dressing *	3	3	4	4		4	4						
Table Bedside	1	1	1	1		1	1						
Wardrobe 36"						3	3						
Mattress	4	4	4	4		3	3						
BEDROOM 5													
Bed Single	1	1											
Chair Straight	0	0											
Table Dressing *	3	3											
Table Bedside	1	1											
Mattress	4	4											
TOTAL POINTS %	100	100	100	100	100	100	100	100	100	100	100	100	100

* Includes chests of drawers

**GUIDANCE NOTE - PROCESS TO BE FOLLOWED FOR ADAPTING SFA FOR
LICENSEE'S DEPENDANTS WITH ADDITIONAL NEEDS**

The aim of this Guidance Note is to set out the responsibilities and procedures to be followed in ensuring that adaptations required to SFA for dependants with additional needs are progressed in a timely manner. The provision of the adaptations is often delayed by difficulties in coordinating requirements between gaining and losing HASCs (via the Additional Needs Focal Point (ANFP)) and Occupational Therapists (OT). This Guidance Note explains the process where the Service person (SP) requiring the adaptations is assigned to a new Unit. This process will need to be modified for other types of situations (eg, new requirement for adaptation in existing SFA with no move involved).

Stage (a)	Event (b)	Action (c)	Responsibility (d)
1	SP living in adapted SFA receives assignment order.	Contacts existing OT to provide statement or report of current requirements.	Applicant
2	Applicant completes Form 1132	Sends Form and copy of extant OT report to both gaining and losing HASCs (and UWOs for Army personnel).	Applicant See Note 1
3	Gaining HASC to contact losing HASC	Gaining ANFP to contact losing ANFP to provide information on existing requirement	ANFP
4	Gaining HASC receives Form 1132, extant OT report and any authoritative supporting medical evidence.	ANFP informs the Housing Information Manager (HIM), Area Housing Manager (AHM), and Technical Support Manager (TSM) when a new AN application is received. ANFP identifies suitable SFA and gives provisional address(es) to applicant.	Gaining HASC (ANFP)
5	Applicant receives provisional address(es).	Contacts gaining PCT at new location with address(es), gets OT contact details and passes them to gaining HASC. (For Army Personnel it is a HASC responsibility to contact gaining and losing UWOs).	Applicant
6	Gaining HASC receives gaining OT contact details.	Gaining HASC coordinates visit of offered SFAs at a mutually convenient date for person with additional needs and/or applicant, gaining UWO (if applicable), gaining OT and HASC representatives as	Gaining HASC (ANFP)

Stage (a)	Event (b)	Action (c)	Responsibility (d)
		required (Housing Officer, DIO Tech focal point and MHS focal point).	
7	SFA visited by OT and HASC representatives (and welfare staffs if applicable).	Following visit, OT provides written report to applicant and gaining HASC listing required adaptations.	Gaining OT
8	Most appropriate SFA identified.	Gaining HASC confirms allocation of most appropriate SFA.	Gaining HASC (ANFP)
9	Work on adaptations initiated, coordinated and managed to ensure SFA ready by 'required by' date.	HASC notifies applicant, gaining UWO (if applicable) and gaining OT. DIO Tech FP and MHS FPs to arrange further site meetings to agree the specifics of what is required to meet OT recommendations.	Gaining HASC (ANFP)
10	Adaptation work in progress.	Throughout the works completion process MHS FP to maintain regular dialogue with DIO Tech and HASC FPs to ensure any potential problems are identified and managed. ANFP to update gaining UWO (if applicable) and nominated Service equivalents of progress.	Gaining UWO
11	HASC completes authorized adaptations.	Once work is complete DIO Tech FP and MHS FPs inspect the work and jointly confirm it has been completed to the satisfaction of both parties. HASC invites confirmatory visit by gaining OT, gaining UWO and applicant if appropriate.	Gaining HASC (ANFP)
12	SFA occupied.	Adaptations complete.	Applicant
13	During occupation.	ANFP takes the lead on family liaison and is the applicant's main point of contact throughout the applicant's tenure of adapted SFA.	ANFP

Notes:

1. The Additional Needs Focal Point (ANFP) is the main POC at the HASC. This is usually the DHIM.

2. For Army personnel, Army Unit Welfare Officers are proactively involved at all stages of this process and should be copied into all paperwork referred to above.
3. For RN and RAF personnel, Welfare Staffs from Naval Personnel and Family Service, Royal Marines Welfare and SSAFH-FH should only be contacted when invited by the Service Person and actively involved in the case.

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CHAPTER 8

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0819	-	Confirmation of move out date
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SECTION VII - CERTIFICATE OF CESSATION OF ENTITLEMENT

0821 - Issue of Certificate

SECTION VIII - RETENTION OF SFA/SSFA

0822 - Retention of SFA/SSFA on assignment

0823 - SSFA Licence to Occupy

Annex:

A. Certificate of cessation of entitlement to occupy SFA

CHAPTER 8

MOVE OUT OF SFA

SECTION I

INTRODUCTION

0801. **Duration of tenure.** Once entitled personnel have taken up occupation of SFA (including above entitlement SFA) at their duty station, they will not normally be required to move out during the course of their tour of duty unless circumstances arise which make the continued occupation of the SFA inappropriate or impossible. In these circumstances, personnel may be required to undertake a mid tour move at public expense to alternative SFA at the same duty station.

SECTION II

NOTIFICATION OF ASSIGNMENT

0802. **Responsibility of the Service person.** On receipt of an Assignment Order to a new appointment either at the same duty station, or at another duty station, personnel are to:

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

0803. **Responsibility of the Local Service Commander.** Where possible, the Local Service Commander is to notify the HASC of forthcoming moves out of station for all Service personnel in SFA and SSFA (both unit and individual assignments) on a monthly basis (it is accepted that this may not be achievable in the RN Port Areas and large garrison areas as some SFA/SSFA occupants may not be under command of a Local Service Commander). In addition, the HASC is to be informed of any particularly sensitive changes in entitlement, especially the death of a Service licensee or a member of their family.

SECTION III

TERMINATION OF THE LICENCE - NOTICE TO VACATE

0804. **Notice to vacate by DIO Ops Accommodation.** The Licence may be terminated by DIO Ops Accommodation, in consultation with the Local Service Commander if

appropriate, at any time on giving 93 days written notice to vacate.

0805. Reduced notice to vacate by the DIO Ops Accommodation. The HASC may give a reduced notice to vacate of 28 days to:

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

0806. Notice to vacate by the Occupant. If, after an initial 3 months period, an entitled Licensee wishes to terminate the Licence for any reason, 93 days written notice of termination should normally be given to the HASC. However, it is accepted that in certain circumstances, such as short notice assignments where the occupant is obliged to give shorter notice, 93 days notice may not be possible.

SECTION IV

TERMINATION OF THE LICENCE ON ASSIGNMENT

0807. On assignment to another duty station. Personnel will be required to vacate SFA on assignment to another duty station unless:

- a. They are RN personnel in occupation of SFA in a RN Port Area.
- b. There is an entitlement to retain for a specified period after the date of assignment as approved by the HASC, and if appropriate, the Local Service Commander - (see para 0822)
- c. Personnel are permitted by the HASC to occupy temporarily surplus SFA on an eligibility basis.

0808. On assignment to a further appointment at the same duty station (except RN/RM personnel occupying SFA in Port Areas). Personnel who are assigned to a further assignment at the same duty station are to notify the HASC. The HASC will, whenever possible, approve continued occupation of the same SFA. However, personnel who are in occupation of tied or ex-officio SFA by nature of their assignment will be required to move out (thereby freeing it up for the incoming occupant), and be re-housed in alternative SFA at the duty station.

SECTION V

TERMINATION OF THE LICENCE FOR REASONS OTHER THAN ASSIGNMENT

0809. The SFA being required for disposal. Wherever possible, the HASC is to give SFA occupants at least 6 months advance notice of their intention to dispose of the SFA. Notice to vacate is to be given at the 93 day point. A mid tour move under these conditions to alternative SFA at the duty station will be made at public expense and will attract the appropriate level of Disturbance Allowance.

0810. The SFA being required for upgrade/modernisation. Wherever possible, the HASC is to give SFA occupants at least 6 months advance notice of their intention to carry out upgrade and/or modernisation work, which may or may not require decant from the SFA - (see Para 0124). More specific details as to the extent and timetable of the work, and notice to vacate (if appropriate), is to be given at the 93 day point. A mid tour move under these conditions to alternative SFA at the duty station will be made at public expense and will attract the appropriate level of Disturbance Allowance.

0811. Change of Personal Status Category. Other than from PStatCat 1 to PStatCat 2, or vice versa.

0812. Discharge from the Service. When a Service occupant of SFA is due to leave the Armed Forces on discharge, whenever possible that person's Administrative Unit is to inform the HASC, 4 months before the date of discharge. The following periods of notice to vacate SFA will be issued by the HASC:

a. **Normal Discharge.** On normal discharge and on Premature Voluntary Release (PVR), the HASC will issue 93 days notice to vacate timed to expire on the last day of service. If occupants need a longer period of notice to support applications for alternative accommodation, they should request the HASC to issue notice accordingly.

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

c. **Medical Discharge.** For personnel compulsorily discharged on medical grounds, 93 days 'continued use and occupancy' of the SFA will be permitted after the date of discharge, at entitled SFA charges. Thereafter, extensions of up to 93 days at a time may be granted on compassionate grounds, at the discretion of the HASC, in consultation with the appropriate Local Service Commander, at non-entitled SFA charges.

d. **Army's Directed Early Retirement Scheme.** Army 1* Officers who receive less than 93 days notice that they are to be retired under the Directed Early Retirement Scheme may, exceptionally, be permitted to retain their SFA at the entitled rate for a period of up to 3 months after their date of retirement or until they have secured alternative accommodation whichever is sooner.

e. **Redundancy Discharge.** For personnel compulsory discharged on redundancy grounds with 6 months or less notice, 93 days 'continued use and occupancy' of the SFA will be permitted after the date of discharge, at entitled SFA charges. Thereafter, an extension of up to 93 days may be granted on compassionate grounds, following consultation between the Local Service Commander and HASC, at non-entitled charges.

0813. Absent without leave. When a Service person has been formally declared absent without leave (AWOL) (i.e. after 21 days), 93 days notice to vacate the SFA is served on the spouse/civil partner. During this period, accommodation charges will continue to be

As at 13 Jul 12

debited to the Service person's account. Service Administrative Units are required to notify the appropriate HASC at the 21 day AWOL point.

0814. Death of the entitled Licensee. See Annex C to Chapter 3.

0815. Marital/Civil Partnership breakdown/estrangement. Marital/civil partnership breakdown/estrangement occurs when spouses or civil partners agree to live apart on a permanent basis, or when one party deserts the other. Whilst it is accepted that each case of marital/civil partnership breakdown may warrant special attention at the local level, the overarching regulatory position in handling cases of marital/civil partnership breakdown is as follows:

- a. **Reconciliation' period.** Every effort is made by the Services to help effect a reconciliation before the Service person changes personal category status. If it is considered that a "Reconciliation" period would assist the Local Service Commander may authorise a suitably agreed period between the Service person and DIO up to a maximum of 93 days. Under these circumstances, it is usual that the Service person will move into SLA or private accommodation. The "Reconciliation" period commences when this move takes place. The Service person will continue to pay SFA charges and SLA/food charges as per JSP 754.
- b. **After 'Reconciliation' period.** After the 'Reconciliation' period or as soon as it becomes apparent that there will not be a reconciliation, the Service person will change PStat Cat. The Local Service Commander is to explain the regulatory changes associated with estrangement outlined in JSP 754 with the Service person and estranged spouse and formally notify the HASC 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 HASC of their change in circumstances. The HASC will then immediately issue a 93 day notice to vacate to the Service Licensee and/or the estranged family (depending on who is remaining in occupation of the SFA). At this point, the HASC will also conduct a Proportionality Exercise to establish any continued occupancy beyond the expiry of the 93 day notice to vacate, which should consider factors such as children's schooling, relevant welfare and any medical considerations. After completion of the Proportionality Exercise and consideration of educational needs, welfare and medical issues, the Housing Provider may issue a revised notice to vacate. In cases where the Service Licensee remains in occupation of the SFA (following desertion by his/her spouse/civil partner), the unit is also responsible for notifying HASC of any known circumstances which may impact on the Service Licensee's availability during the period of the notice to vacate (such as imminent deployment on operations, training commitments and detachments).
- c. **Notice To Vacate period.** During this period the Service person continues to pay the SFA charge in accordance with Service regulations and pays SLA/food charges as per JSP 754. It is the Housing Provider's responsibility to ensure that the Proportionality Exercise is conducted as soon as possible. At the same time, it is appropriate for the Housing Provider to conduct a move out inspection of the SFA to establish liability for the property, utilities, and conduct meter readings. Where possible or relevant, it is expected that the Service person will make every effort to jointly complete all forms with the estranged spouse and assist them with finding alternative accommodation.

d. **On expiry of the Notice To Vacate period.** Once the NTV period has expired, SFA charges are no longer raised against the Service person and the Service person pays SLA charges as per JSP 754. At this point, if the spouse/civil partner and family do not vacate the SFA, they become Irregular Occupants (IO) (See para 0901).

0816. **Desertion by spouse/civil partner.** In circumstances where the spouse/civil partner deserts the Service person there are 3 scenarios:

- a. In the event that the Service person's PStatCat changes from 1 to 2 there is a continued entitlement to SFA.
- b. In the event that the Service person's PStatCat changes from 1 to either 3, 4 or 5 there is no continued entitlement to SFA. In these circumstances the HASC is to serve the Service person with 93 days notice to vacate the property from the date of receipt of notification of the PStatCat change. Personnel in PStatCat 3,4 or 5 are eligible to apply for surplus SFA.
- c. The Service person (regardless of PStatCat) has a continued entitlement to SFA in view of their appointment (see para 0302).

0817. **Service reasons.** The HASC, in consultation with the Local Service Commander, may terminate the Licence for other Service reasons or failure to comply with the conditions of the Licence.

SECTION VI

MOVE OUT OF SFA

0818. **Pre-Move Out Advisory Visit (PMOAV).** It is a mandatory requirement for a PMOAV to take place up to 2 months before the expected date of vacation. It is the Service Licensee's responsibility to arrange the date of the PMOAV with the HASC. The HASC is to seek assistance from the Local Service Commander in cases where it proves difficult for Service reasons (for example the Service Licensee is deployed or is uncooperative) to arrange a PMOAV.

0819. **Confirmation of move out date.** Occupants of SFA are to give the HASC a minimum of 21 days notice, wherever possible, of their confirmed move out date.

0820. **Move Out.** The licensee (or their proxy) is deemed to have relinquished their responsibilities as defined by their Licence to Occupy only when they have handed all the keys to the property to the appointed DIO Ops Accommodation representative personally at the Move Out appointment.

SECTION VII

CERTIFICATE OF CESSATION OF ENTITLEMENT TO OCCUPY SFA

0821. **Issue of Certificate.** The HASC is to issue the Certificate of Cessation of Entitlement to Occupy SFA (Annex A) to any family which requests it in order to assist the family in seeking social housing on expiry of the notice to vacate their SFA.

SECTION VIII

RETENTION OF SFA/SSFA

0822. **Circumstances where retention of SFA/SSFA on assignment.** Whilst the entitlement to SFA/SSFA normally ceases at the previous duty station on the date of assignment, it is admissible in certain circumstances and for specified periods of time for personnel to apply to the HASC to retain their SFA/SSFA at their previous duty station beyond the date of assignment as an extension of their entitlement (Para 0322). The duration of the retention should in all cases be specified, restricted to the minimum period necessary, and not exceed a period of 12 months (except VCDS 45 Minute List personnel). Personnel may reapply to the HASC to retain their SFA/SSFA for a further specified period not exceeding 12 months if the circumstances continue to persist. Circumstances and conditions under which personnel are entitled to retain their SFA/SSFA at a previous duty station are as follows:

a. **Naval Port Areas.**

- (1) **SFA.** Entitled Naval (including RM) families occupying SFA in Port Areas at Portsmouth, Plymouth and Clyde may retain their **current** SFA.
- (2) **SSFA.** Entitled Naval (including RM) families occupying SSFA in Port Areas at Portsmouth, Plymouth and Clyde may retain their **current** SSFA on the understanding that they move, at public expense, from the SSFA to the first SFA which **becomes available** to their entitlement **in the same Port Area**.

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

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

d. **Short notice postings.** Notwithstanding the availability of SFA at a new duty

station, when notice of assignment is:

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

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

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

g. **Educational.** MOD recognises that there are specific special circumstances regarding the education of Service children under which retention of SFA/SSFA is admissible as detailed below. Families should seek advice from HQ CEAS (Children's Education Advisory Service) Trenchard Lines, Upavon (tel:01980 618244) who are best placed to consider the circumstances of the case, and where appropriate, to issue an impact statement recommending retention of SFA/SSFA on educational grounds. The educational grounds for retention of SFA/SSFA are as follows:

- (1) Cases where children are reaching critical examination periods where retention of SFA/SSFA is admissible for up to 4 months (one academic term) leading up to the final public examination. In cases where it is not possible for the child to transfer schools whilst within 3 years of public examinations e.g. because of school availability in the new location, regional syllabus differences or particular Continuous Assessment Work requirements, retention of SFA/SSFA will be possible up to the public examination, which will include only GCSE, A/S level, A Level and/or other nationally recognised, full time, higher and further education courses up to and including 1st Degree level (where the child lives permanently in the SFA/SSFA and meets the definition of dependant offspring at Chapter 1, Annex D, sub para 7) and the recognised equivalent courses in Scotland. This is subject to successful re-application after 12 months.
- (2) Where a child who may have special education needs is already undergoing statutory assessment at their current school, SFA/SSFA may be retained for 2 academic terms or until the end of the academic year as appropriate, subject to CEAS issuing an impact statement.

h. **Moves of short duration.** Retention of SFA/SSFA is admissible in cases

where the forthcoming move is to be followed by a second move within 11 months.

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

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

k. **Extended duration Operational Deployments.** In cases where the Service person is deployed on an operational tour of 9 months or more, and their next permanent place of duty is not known or they do not wish to move in accordance with the provisions of Chap 5 Para 0505b, then they are entitled to retain their SFA at their previous place of duty except if they are in ex officio / tied SFA (0822i). Their entitlement to retention will cease on the day of their assignment to the next permanent place of duty (unless the SFA meets the radii criteria for the new permanent duty station). Notwithstanding the provision for retention during extended duration operational deployments and sub para h above, retention of ex-officio / tied property will not normally be permitted. The occupant will be offered alternative accommodation in the same area (where available) or in accordance with their entitlement at para 0505b.

0823. **SSFA Licence to Occupy.** Regardless of the reason for authorisation of retention, occupants of SSFA will continue to be subject to the terms and conditions of the Licence to Occupy including 40 days notice to vacate.

Annex:

A. Certificate of Cessation of Entitlement to Occupy SFA/SSFA



MINISTRY OF DEFENCE

Mod Form
Introduced 4/03
(Updated 7/09)

CERTIFICATE OF CESSATION OF ENTITLEMENT TO OCCUPY SERVICE FAMILY ACCOMMODATION (SFA/SSFA) AND OF IMPENDING HOMELESSNESS

I certify that

(Name)

(Rank & Number) #

Of

(Unit) #

(# Omit if only family involved)

Will cease to be entitled to occupy

(Address of SFA or Substitute SFA)

From

(Date)

By reason of loss of entitlement to occupy Service Family Accommodation.

An application for housing was made toHousing Authority /
Housing Association on (copy of letter attached)

The following special circumstances apply

The household is as follows

Signed:

Name:

Designation:

Date:

DIO OPS ACCOMMODATION STAMP

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

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CHAPTER 9

IRREGULAR OCCUPANCY

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CHAPTER 9

IRREGULAR OCCUPANCY

SECTION I

PROCEDURES

0901. **Expiry of the notice to vacate.** Irrespective of the cause of the loss of entitlement to occupy the SFA, when a Notice to Vacate (or Notice to Quit) expires and the family or members of the family remain in occupation of SFA they will become Irregular Occupants. At this stage DIO Ops Accommodation will decide, in consultation with the Local Service Commander and Service/civil welfare, whether to:

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

0902. **Repossession.** Repossession of the property will be in accordance with the Irregular Occupancy procedures laid down in EBMS Housing sections 1.10.3 and 1.10.9.1. In these circumstances, any Court Costs are sought on a 'Joint and Several' basis against both the Licensee and the spouse/civil partner. Court costs can only be awarded against an occupant of the SFA after the licence expires. In cases where the family are still united this will apply to the ex-licensee and spouse/civil partner. However, where separation has occurred and PStatCat has changed the Service person is no longer the licensee from the 94th day after the change of PStatCat - which is when IO status begins. In these circumstances the costs are awarded against the remaining occupant. Damages for Trespass (Violent Profits in Scotland), which includes Council Tax contributions, will be levied by the HASC from the 94th day as part of the claim against the Irregular Occupant.

0903. **Alternative Agreement.** An alternative occupancy agreement for eligible personnel to occupy surplus SFA may be offered by the HASC. Market rents payable on the property concerned are to be negotiated by the HASC 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.

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CHAPTER 10

OCCUPATION OF TEMPORARILY SURPLUS SFA BY ELIGIBLE PERSONNEL

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Annexes:

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

CHAPTER 10

OCCUPATION OF TEMPORARILY SURPLUS SFA BY ELIGIBLE PERSONNEL

SECTION I

GUIDING PRINCIPLES

1001. **Provision For Eligible Personnel To Occupy Surplus SFA.** In accordance with DIO Ops Accommodation mandate to reduce the number of voids, provision is made for eligible personnel to occupy surplus SFA both inside and outside of the wire. Eligible personnel include the following:

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

1002. **Policy for the leasing of temporarily surplus SFA to civilians.** MOD's policy for the leasing of temporarily surplus SFA to civilians is at Annex A.

1003. **Availability of surplus SFA.** The availability of surplus SFA for occupation by eligible personnel (Service and Civilian) will be determined by the HASC, in consultation with the Local Service Commander as appropriate, at the local level taking into account the following factors:

- a. The current level of Service demand.
- b. The predictability of likely Service demand in the future.
- c. The upgrade programme.
- d. The disposal programme.
- e. Any other Service requirement.

1004. **Security requirements.** All applicants for surplus SFA housed inside and outside the wire will have to satisfy local Service security requirements and be approved by the Local Service Commander.

1005. **Terms of occupation.** Allocation of temporarily surplus SFA to eligible personnel is made on a temporary basis and move out will be required if an entitled occupant requires the SFA, the SFA is subject to the upgrade or the disposal programme, or required for other Service reasons. A minimum of 28 days notice is to be provided to eligible occupants of temporarily surplus SFA.

SECTION II

ELIGIBLE PERSONNEL

1006. **Categories.** A detailed explanation of those categories of personnel considered eligible for occupation of temporarily surplus SFA in UK and the appropriate accommodation charging regime is at Annex B. Eligible personnel will be liable to pay accommodation charges at either the MOD entitled rate set by the AFPRB, the local market rate advised by DIO, or the non entitled rate set by MOD Fin Pol.

SECTION III

PROCEDURES FOR THE ALLOCATION OF SURPLUS SFA TO ELIGIBLE PERSONNEL

1007. **Priorities of allocation.** In order to assist the HASC in allocating surplus SFA, eligible personnel have been grouped into 7 broad priorities as follows:

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

Note: An existing eligible licensee/tenant who is required to move out of surplus SFA

because it is imminently required for an entitled Service applicant, is due for upgrade, disposal or for any other pressing reason is to re-apply for a further surplus SFA at the appropriate priority.

1008. Criteria for selection. All applicants must demonstrate a need for the accommodation and be willing to comply with the terms of the Licence or Tenancy/Lease Agreement as appropriate. The Local Service Commander/HASC is responsible for assessing the suitability of eligible personnel to occupy surplus SFA. In the case of civilian families, applications to occupy surplus SFA must be supported by evidence (from the applicant's previous landlord where appropriate) of:

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

1009. Applications and allocations. In areas where demand exceeds supply, applicants will be placed on the appropriate waiting list in date order of assignment/date the accommodation is required and within each priority grouping. As suitable SFA become available, offers will be made to applicants.

1010. Occupation Agreements. Eligible occupants of temporarily surplus SFA are to sign the following occupation agreements:

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

1011. Size and type of SFA to be offered. The allocations process will attempt to ensure a match between the SFA available (size, location and facilities), the needs of the applicant (e.g. size or mobility requirements), and their expressed wishes (e.g. location). Normally Service applicants will be offered the Type of SFA appropriate to their rank, although requests for different sizes and types of SFA may be considered where suitable SFA is available. In the case of other applicants, the HASC will endeavour to meet the applicant's expressed wishes subject to availability.

Annexes:

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

MOD's POLICY STATEMENT FOR THE LEASING OF TEMPORARILY SURPLUS SFA TO CIVILIANS

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

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

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

ENTITLED RATES

2. **Single (and unaccompanied) Service personnel.** Single Service personnel and Service personnel serving unaccompanied (provided their family is not occupying SFA elsewhere), for whom single living accommodation is available, may apply to occupy surplus SFA in accordance with the following criteria¹ (the eligibility will not normally apply to RN personnel in the Port Areas):

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

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

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

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

3. **Location other than the duty station.** Service personnel PStatCats 1 & 2 may apply to occupy temporarily surplus SFA at a location in UK other than their duty station. Service personnel whose family intend to occupy surplus SFA and who serve unaccompanied during the working week whilst occupying SLA/SSSA at their duty station are required to notify DIO and seek authorisation from their Chain of Command before submitting Form 1132 Application for SFA and before applying for SSSA. Furthermore, they are also required to inform DIO and their Chain of Command of any change in circumstances. If Notice To Vacate is served for the surplus SFA, then the SP will be required to occupy SFA at their duty station and serve accompanied.

4. **Widowed Service personnel (PStatCat 3, 4 and 5).** Widowed Service personnel PStatCat 3, 4 and 5 may, on expiry of their entitlement to SFA (para 0312), apply to occupy temporarily surplus SFA at the entitled rate.

5. **Last 6 months service.** Married (or those in a civil partnership) Service personnel posted back to UK for their last 6 months service are entitled to SFA at their new duty station, but may apply for a temporarily surplus SFA at the entitled rate in an area close to where they intend to settle in order to facilitate finding employment and housing.

6. **Less than 6 months to serve.** Service personnel with less than 6 months left to serve may apply for temporarily surplus SFA at a preferred location at the entitled rate.

7. **Families who do not wish to serve accompanied overseas.** Families who have an entitlement to SFA overseas but chose for personal reasons to serve unaccompanied have an eligibility to, and may apply for, temporary surplus SFA in UK. Personal preference of location will be taken into account where possible but will be dependent on availability of SFA.

8. **WRVS.** WRVS workers are normally accommodated in SLA to Field Officer standard, free of charge. Where such accommodation is not available or when it is inappropriate for Service reasons for WRVS to occupy SLA, the local Service Commander may approach the HASC to misappropriate surplus SFA and the charges waived. WRVS personnel for whom suitable SLA is available but who request to occupy SFA may apply to occupy temporarily surplus SFA on payment of the entitled rate.

9. **SSAFA Forces Help.** Due to the nature of their service, SSAFA Forces Help professional staff are exceptionally permitted, on authority from their MOD sponsors (Col PS4(A)) to occupy temporarily surplus SFA on payment of the entitled rate.

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

11. **Community Development Workers.** Community Development Workers may apply to occupy temporarily surplus SFA on payment of the entitled rate³⁶.

LOCAL MARKET RATE

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

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

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

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

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

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

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

³⁶ DSPPol/30/6/1 dated 13 Oct 04 refers.

19. **Widows/Widowers of Service personnel who have died in Service.** Widows of Service personnel whose spouse/civil partners died in Service, may, on expiry of their entitlement to SFA (para 0339), apply to occupy temporarily surplus SFA at the market rate.
20. **Estranged families in UK on expiry of the 93 days notice period.** An alternative occupancy agreement at the market rate may be offered to estranged spouse/civil partners on expiry of the 93 days notice to vacate.
21. **Civilian contractor staff.** Married(or those in a civil partnership) Contract staff employed on Base in a permanent capacity and deemed suitable by virtue of the grade/nature/clearance of their employment, by the Local Service Commander in consultation with the HASC may apply to occupy surplus SFA on payment of the market rate.
22. **Recently retired or redundant Service personnel.** In order to help with adjusting to civilian life or for the purpose of house hunting, surplus SFA may be allocated to recently retired or redundant Service personnel for a maximum period of 6 months on payment of the market rate.
23. **Other Civilians (non-crown employees).** At the discretion of the HASC in conjunction with the Local Service Commander, individual lettings of surplus SFA may be made to any acceptable civilian applicants with resident families. These essentially 'civilian lettings' will be in accordance with the terms and conditions of the appropriate occupancy agreement.

NON ENTITLED RATE

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

DISCRETIONARY RATE

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

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CHAPTER 11

ALLOCATION OF SFA TO ENTITLED AND ELIGIBLE PERSONNEL

SECTION I - SUMMARY

Annex:

A. Table - allocation of SFA to entitled and eligible personnel within UK.

CHAPTER 11

ALLOCATION OF SFA TO ENTITLED AND ELIGIBLE PERSONNEL

SECTION I

SUMMARY

1101. For ease of reference, a summary of all entitled and eligible Service and Civilian personnel who may occupy SFA in UK is detailed at Annex A.

Annex:

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

SUMMARY OF PERSONNEL ENTITLED AND ELIGIBLE TO OCCUPY SFA IN UK

Ser	CATEGORY	ENTITLED	ELIGIBLE FOR SURPLUS SFA		PRIORITY FOR SURPLUS SFA	POLICY BRANCH (for setting the appropriate charging regime)	CHARGING RATE SET BY	REMARKS
			Inside the wire	Outside the wire				
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
	UK Regular Armed Forces/Full Time Reserve Service – Full Commitment (FTRS-FC)							
1	a. Service Personnel in PStatCat 1, 1C, 1S or 2 b. Pregnant single Service women within 3 months of confinement c. Gurkhas d. Gurkha Religious Teachers	✓ ✓ ✓ (Note 1) ✓ (Note 2)				Standard entitled rate (SP Pol P&C) (see Notes 1 & 2)	AFPRB (See Note 1)	No entitlement to SSFA for MPGS
2	Service personnel PStatCat 1 serving unaccompanied and in PStatCat 2, 3, 4 or 5 when employed in the following posts: a. Officers of OF3 rank & above serving in appointments designated by the MOD as being In Command b. RAF OF4 Station Executive Appointments c. RSM of major Army units or RAF Station Warrant Officers d. Service Chaplains e. Serving Army Welfare Workers and serving NPFS personnel f. Single personnel on approval of registration to adopt.	✓ ✓ ✓ ✓ ✓ ✓				Single Accommodation Charge (SP Pol P&C)	AFPRB	
3	Single Service personnel PStatCat 3, 4 and 5 (and unaccompanied personnel provided their family is not occupying SFA elsewhere)		✓	✓	②	Standard entitled rate (SP Pol P&C)	AFPRB	Subject to Local Commander's authority
4	Service Personnel PStatCat 1 & 2 may occupy surplus SFA at a location other than their duty station. This includes Service Personnel in PStatCat 1S who have requested to occupy midway SFA iaw Pt 1 para 0311.		✓	✓	①	Standard entitled rate (SP Pol P&C)	AFPRB	
5	Service Personnel in PStatCat 1 & 2 posted back to UK for their last 6 months of Service	✓ (Note 3)	✓	✓	①	Standard entitled rate (SP Pol P&C)	AFPRB	
6	Married(or those in a civil partnership) Service Personnel with less than six months to serve		✓	✓	①	Standard entitled rate (SP Pol P&C)	AFPRB	
7	Families of Service personnel whose post is designated unaccompanied and SFA is not provided at their duty station (e.g. unaccompanied tours overseas, or short courses of less than 6 months duration) are entitled to retain their SFA/SSFA in UK for the duration of the unaccompanied tour or short course.	✓				Standard entitled rate (SP Pol P&C)	AFPRB	Families are entitled to retain their current SFA or eligible to apply for temporarily surplus SFA elsewhere.
8	Families who have an entitlement to SFA overseas but choose for personal reasons to serve unaccompanied are eligible to, and may apply for, temporarily surplus SFA in UK. Personal preference will be taken into account where possible but will be dependent on availability of SFA		✓	✓	①	Standard entitled rate		
9	Service families evacuated from their permanent duty station overseas to UK	✓ (Note 4)	✓	✓		Standard entitled rate	AFPRB	
10	Service families repatriated to UK for welfare/compassionate reasons	✓ (Note 5)	✓	✓		Standard entitled rate	AFPRB	
11	Service families repatriated to UK/transiting through UK for medical/educational reasons	✓ (Note 6)	✓	✓		Standard entitled rate	AFPRB	
12	Bereaved Service Spouse/Civil Partner.	✓ (Note 7)				Standard entitled rate	AFPRB	

As at 13 Jul 12

SUMMARY OF PERSONNEL ENTITLED AND ELIGIBLE TO OCCUPY SFA IN UK

Ser	CATEGORY	ENTITLED	ELIGIBLE FOR SURPLUS SFA		PRIORITY FOR SURPLUS SFA	POLICY BRANCH (for setting the appropriate charging regime)	CHARGING RATE SET BY	REMARKS
			Inside the wire	Outside the wire				
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
13	Service personnel filling Defence Attaché posts designated as 'no child' posts.	✓ (Note 8)				Standard entitled rate	AFPRB	
14	Limited Commitment/Home Commitments Reservists		✓	✓	6	Market rate Fin Pol (Repayment) (For definitions see note 13)	DIO	Approval to pay entitled rates can be given in exceptional circumstances on application to DCDS(Pers) Pay & Manning.
	Other MOD personnel & Crown employees							
15	MOD key staff	✓				Lower of standard rate, assessed fair or market rate (DGCP HR (OPS)ERAD)	DIO	For definitions see note 13.
16	MOD Civil Servants & MOD Trading Fund Agency Civil Servants		✓	✓	6	Market rate CM (PAS)	Comds/ DIO	
17	MOD Civilians – Temporary accommodation whilst house hunting for permanent accommodation during a PPI move.		✓	✓	6	Market rate CM(PAS)	Comds/ DIO	
18	Civil Servants from other exchequer departments and employees of Local Authorities & Emergency Services		✓	✓	6	Market rate Fin Pol (Repayment)	DIO	
19	Non-Regular Permanent Staff of the TA (NRPS)		✓	✓	6	Market rate Fin Pol (Repayment)	DIO	
20	MOD police recruited before 1 Sep 1994	✓				Rent free Hd of CM (MDP)	N/A	
21	MOD Police recruited after 1 Sep 1994 Military Guard Service		✓ ✓	✓ ✓	6 6	Market rate Hd of CM (MDP)	DIO	
	Foreign & Commonwealth personnel							
22	a. Foreign and Commonwealth Personnel serving in official exchange or liaison appointments attached to the British Armed Forces b. F&C Personnel on exchange appointments with UK Forces subject to reciprocal Training arrangements or Memorandum of Understanding which specify that charges other than entitled rates will apply. c. F&C Personnel attending JSCSC d. Personnel serving with Partner Nations in accordance with Op BORONA. ³⁷	✓ ✓ ✓ ✓				Entitled rate As stated in the Agreement/MOU Non entitled rate Entitled rate	Fin Pol (Repayment)	

³⁷ MOU dated 23 Oct 08.

SUMMARY OF PERSONNEL ENTITLED AND ELIGIBLE TO OCCUPY SFA IN UK

Ser	CATEGORY	ENTITLED	ELIGIBLE FOR SURPLUS SFA		PRIORITY FOR SURPLUS SFA	POLICY BRANCH (for setting the appropriate charging regime)	CHARGING RATE SET BY	REMARKS
			Inside the wire	Outside the wire				
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
	Other Civilians including Service sponsored organisations							
23	Staff Council for Voluntary Welfare Work organisations (CVWW) (See Note 9)		✓	✓	⑥	Discretionary Rate Asst Hd DCDS(Pers) SVW-AFW	Local Service Commander	
24	WRVS		✓ (Note 10)	✓	⑥	Entitled rate Asst Hd DCDS(Pers) SVW-AFW	AFRPB	Misappropriated surplus SFA as SLA, charges are waived
25	SSAFA Forces Help		✓	✓	⑥	Standard entitled rate Asst Hd DCDS(Pers) SVW-AFW	AFRPB	
26	Service Hospital Welfare Dept staff (SHWD)		✓	✓	⑥	Standard entitled rate (PS4(A))	AFRPB	
27	Community Development Workers		✓	✓	⑥	Standard entitled rate Asst Hd DCDS(Pers) SVW-AFW	AFRPB	
28	NAAFI employees		✓	✓	⑥	Non –synopsis Market rate Fin Pol (Repayment)	DIO	SLA between MOD and NAAFI - DCI GEN 164 2004 refers
29	Bereaved Spouse/Civil Partner of Service personnel who die in service	✓(Note11)	✓	✓	③	Standard entitled rate	AFRPB	
30	a. Estranged families in UK (for 93 day notice period).	✓				Standard entitled rate	AFRPB	
	b. Families returning from abroad after estrangement (for 93 day notice period).	✓				Standard entitled rate		
	c. Estranged families within the UK once the 93 days notice to vacate has expired.		✓	✓	④	Market Rate		
31	Civilian contractor staff		✓	✓	⑥	Market rate Fin Pol (Repayment)	DIO	
32	Recently retired or redundant service personnel			✓	③	Market rate Fin Pol (Repayment)	DIO	
33	Other Civilians (non-crown employees) (Note 11)			✓	⑦	Market rate Fin Pol (Repayment)	DIO	
34	Foundation Doctor		✓	✓	⑥	Non entitled rate	Fin Pol (Repayment)	See Note 14
35	Irregular Occupants	-	-			Damages for Trespass DCDS(Pers) PM	DIO	

SUMMARY OF PERSONNEL ENTITLED AND ELIGIBLE TO OCCUPY SFA IN UK**Notes**

1. In accordance with their particular terms and conditions of service, married Gurkhas are entitled to accompanied service with fully furnished SFA at no cost as follows:
 - a. Queen's Gurkha Officers, Warrant Officers and Colour/Staff Sergeants - permanently.
 - b. Sergeants and below - one 3 year period only during their service.
 - c. Married RMAS Gurkha officers holding Regular Commissions and Gurkha officers holding a Short Service Commission (SSC(G)) are entitled to fully furnished SFA at the standard entitled rate.
 - d. All Gurkhas, whatever their engagement, are to meet the cost of a garage or carport linked to the SFA they occupy.
 - e. Queries on policy are to be referred to AG Sec Gurkha. Routine enquiries on entitlement should be referred to HQ Bde of Gurkhas.
2. Gurkha Religious Teachers are entitled to Type V SFA but not SSFA. Those recruited in the UK will pay SFA charges at the entitled rate. Those Religious Teachers recruited in Nepal / Overseas will not be liable for accommodation charges, CILOCT or utilities for the first 5 years, after which they will revert to normal 'entitled' SFA charges.
3. Service personnel in PStatCat 1 & 2 posted back to the UK for their last 6 months of Service are entitled to SFA at their new duty station. However, they may apply for surplus SFA in an area close to where they intend to settle in order to facilitate finding employment and housing.
4. Service personnel and their families whose evacuation from their permanent duty station overseas has been authorised by the Head of Mission after consultation with the relevant FCO department, are entitled to SFA in UK. The entitlement may be exercised at the Service person's new duty station in UK, or in the absence of an identified duty station, the family may select a location within 50 miles of either the home of an immediate member of their family, or, their child's school.
5. Service families repatriated to UK for welfare and compassionate reasons are entitled to SFA at a preferred location in UK as agreed between the overseas losing unit, the gaining unit (or if the family is 'headless' the Local Service Commander in the preferred area of choice) and the HASC, on a case by case basis and for a predetermined period of no more than one year subject to review.
6. Service families repatriated to UK or transiting through UK for specific medical or educational reasons which have arisen during the period of overseas duty are entitled to SFA within 10 miles/45 minutes of a specialist facility as agreed between the overseas losing unit, the gaining unit (or if the family is 'headless' the Local Service Commander in the required area) and the HASC, on a case by case basis and for a predetermined period of no more than one year subject to review.
7. Bereaved Service Personnel whose entitlement to continued occupation of SFA would be lost due to bereavement should be offered an entitlement to SFA at their place of duty for a period of up to 2 years following their bereavement to enable them to determine their longer term housing requirements. Retention of SFA may be extended beyond the 2 year period at the discretion of the Local Service Commander. Bereaved Service Person will pay entitled charges for the Type and Grade of SFA occupied (which may be liable to change as a result of a 4TG Board and/or the annual AFPRB round). CILOCT charges may be abated by 25% for single occupancy.

SUMMARY OF PERSONNEL ENTITLED AND ELIGIBLE TO OCCUPY SFA IN UK

8. Where a Service person with dependent children is filling a Defence Attaché (DA) position that is designated as 'no child'³⁸ they are entitled to apply for SFA in an area of their own choice. Where SFA is not available to entitlement, the HASC may offer alternatives iaw Part 1 Chp 3 Sect IV in order to meet the SP location needs. There is no entitlement to SSFA.

9 CVWW is a group of organisations with similar aims, most of which are listed below.

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

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

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

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

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

m. **Priority 1.** Service personnel who would otherwise be entitled to SFA; e.g. personnel seeking SFA at a location other than their duty station, and personnel serving voluntarily separated overseas. Also includes PStatCat 1S where SP has requested midway SFA (see Pt 1 para 0311).

n. **Priority 2:**

³⁸ Details of these specific DA positions are held by MOD (International Policy & Planning – Overseas Support – Defence Sections (Personnel)).

SUMMARY OF PERSONNEL ENTITLED AND ELIGIBLE TO OCCUPY SFA IN UK

- o. **Priority 2a.** Service personnel PStatCat 3 or 4 with children for whom they do not have parental responsibility under the terms of the Children Act 1989.
- p. **Priority 2b.** Service personnel PStatCat 5 and Service personnel serving unaccompanied (provided their family is not occupying SFA elsewhere).
- q. **Priority 3.** Recently retired and redundant Service personnel, bereaved spouse/civil partners of Service personnel who died in Service on expiry of their entitlement to SFA and bereaved Service personnel (PStatCat 3, 4 and 5) whose spouse/civil partner has died on expiry of their entitlement to SFA.
- r. **Priority 4.** Estranged families within the UK on expiry of the 93 days notice to vacate. (NOTE: Such families should be advised that a possible consequence of taking an alternative occupancy agreement is that some Local Housing Authorities may interpret this as re-housing and so invalidate requests for LHA housing).
- s. **Priority 5.** Foreign and Commonwealth Service personnel who do not otherwise qualify.
- t. **Priority 6.** Other civilian personnel employed by the Services, limited Commitment/Home Commitment Reservists, MOD Police recruited after 1 Sep 94 and MOD Guard Service, and Foundation Doctors.
- u. **Priority 7.** Other civilians (non-Crown employees).

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

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

Rent	Definition	Eligible Occupier
Market Rent	The rent that would be charged on the open market for that property in that area, as calculated by Defence Infrastructure Organisation Land Management Services (LMS) via the HASC.	All entitled and non-entitled occupiers of MOD civilian houses.
Fair Rent	An assessment by LMS or Local Authority assessor of what would constitute a fair rent in today's market under the terms of the old Fair Rent acts.	Any entitled occupier of MOD civilian housing who was in occupation prior to 1 Jan 89.
Standard Rent	A percentage of salary calculated under a Treasury formula, currently 19% in England and 18.5% in Scotland.	Any entitled occupier of MOD civilian housing who was in occupation prior to 1 Jan 94.

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

As at 13 Jul 12