



Ministry  
of Defence

**JSP 464**  
**Tri-Service Accommodation Regulations**  
**Volume 4:**  
**Future Accommodation Model (FAM) Pilot - UK**  
**Part 1: Directive**

# Foreword

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

It is a condition of service in recognition of their inherently mobile lifestyles, frequently remote bases and terms of service, that Regular Service (including FTRS(FC)) personnel are provided with high quality subsidised accommodation, which is a fundamental part of the overall package for Service personnel.

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

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

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

**Lt Gen James Swift**  
**Chief of Defence People**  
**Defence Authority for People**

# Preface

## How to use this JSP

1. JSP 464 Volume 4 Part 1 provides policy direction for the provision of the Future Accommodation Model (FAM) pilot in the United Kingdom. The policy contained within this JSP has been equality and diversity impact assessed in accordance with Departmental policy. This JSP will be reviewed at least annually.
2. This JSP Part 1 – Directive provides direction that must be followed, in accordance with statute or policy mandated by Defence or on Defence by Central Government. Relevant e-learning about FAM is available on the Defence Learning Environment. A summary of this JSP can be found via the “*Future Accommodation Model: what you need to know*” page on [www.gov.uk](http://www.gov.uk).

## Coherence with other Defence Authority Policy and Guidance

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

Related JSPs	Title
JSP 464 Volume 1 Part 1 - Directive	Tri-Service Accommodation Regulations Volume 1 Part 1: Service Family Accommodation (SFA) and Substitute Service Family Accommodation – UK and Overseas.
JSP 464 Volume 1 Part 2 - Guidance	Tri-Service Accommodation Regulations Volume 1 Part 2: Service Family Accommodation (SFA) and Substitute Service Family Accommodation – UK and Overseas.
JSP 464 Volume 2 Part 1 - Directive	Tri-Service Accommodation Regulations Volume 2 Part 1: Single Living Accommodation and Substitute Service Single Accommodation.
JSP 464 Volume 2 Part 2 - Guidance	Tri-Service Accommodation Regulations Volume 2 Part 2: Single Living Accommodation and Substitute Service Single Accommodation.
JSP 464 Volume 3 Part 1 - Directive	Tri Service Accommodation Regulations Volume 3 Part 1: CAAS and 4TG.
JSP 464 Volume 3 Part 2 - Guidance	Tri Service Accommodation Regulations Volume 3 Part 2: CAAS and 4TG.
JSP 752	Tri Service Regulations for Expenses and Allowances
JSP 752 - FAM Supplement	Tri Service Regulations for Expenses and Allowances – FAM Supplement
JSP 754	Tri Service Regulations for Pay

## Further Advice and Feedback – Contacts

4. The owner of this JSP is People-Accommodation. For further information on any aspect of this guide, or questions not answered within the subsequent sections, or to provide feedback on the content, contact:

<b>Job Title</b>	<b>Project focus</b>
People Accommodation FAM Policy	Sponsor

# FAM Pilot – Joint Service Publication (JSP)

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# Table of Amendments

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

Version	Chapters Affected	Dated
1.0	-	31 May 2019
1.1	Various	30 September 2019
2.0	Page 9 (challenges to policy), 0114, 0211, 0212, 0303, 0504, 0505, 0601, Annex B	10 December 2019
3.0	Various, including 0101, 0502, Annex A (Child Visitation Evidence Form) and Annex M (Complaint/Application to Review Form)	30 March 2020
4.0	Various, including 0119, 0501 and 0502	17 July 2020
5.0	0201, 0501	18 December 2020
6.0	0101, 0201, 0238, 0501, 05 05a, 0601a, 0603c	30 April 2021
7.0	0101, 0102, 0201, 0206, 0211, 0217, 0244, 0302, 0501, 0505, 0601, 0603, 0713, 0801-0811, Annexes N & O	12 July 2021
8.0	0101, 0102, 0235, 0249, 0303, 0501, 0505, 0601, 0603, Annexes E & O	15 November 2021
9.0	0101, 0402, 0505, 0601, 0713, and Annex D	28 February 2022
10.0	Contents Section II, 0101, 0120, 0201, 0218, 0301-2, 0501, 0505, 0601-2, 0702, 0713, Annex O	20 September 2022

## II - Principles of Document

This Future Accommodation Model (FAM) pilot Joint Service Publication (JSP) provides direction on the pilot policy for the FAM. It applies solely to eligible Service personnel (SP) assigned to UK FAM pilot sites and for the duration of the FAM pilot period, commencing from the pilot site 'go live' date (30 September 2019), and ending 31 March 2023, plus any period of Preserved Rights thereafter. This policy is subject to change throughout the pilot period as are the eligibility criteria. SP not meeting the FAM pilot policy criteria within this Volume 4, or SP arriving at a pilot site after the FAM pilot has ended, will be provided accommodation in accordance with extant accommodation policy as detailed in JSP 464 Volumes 1 – 3.

## III – Responsibility and Governance

### Responsibility for Policy

Chief of Defence People is responsible for the formulation of Defence living accommodation policy and delegates the lead to Director Armed Forces People Policy (DAFPPol), who delegates day to day responsibility to Head Armed Forces Accommodation Policy. In discharging these responsibilities Head Armed Forces Accommodation Policy may consult with the single Service Housing Colonels<sup>1</sup>.

### Governance

This volume of JSP 464 is the overarching and definitive policy source document for the FAM pilot. Sponsorship and periodic review of the policy is vested in People-Accommodation. Any review or changes are considered through the FAM pilot governance process which includes representation from the single Services, Joint Force Command and Defence Infrastructure Organisation.

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<sup>1</sup> Navy - Navy NPS-People SPT DACOS, Army - Army PersCap-PersSvcs-AH, RAF- Air-COSPers-Del Com Spt DACOS.

## IV - Abbreviation Glossary

<b>CAAS</b>	Combined Accommodation Assessment System
<b>CILOCT</b>	Charge in Lieu of Council Tax
<b>DIO</b>	Defence Infrastructure Organisation
<b>FAM</b>	Future Accommodation Model
<b>FHTB</b>	Forces Help To Buy
<b>FTRS(FC)</b>	Full Time Reserve Service (Full Commitment)
<b>GYH(T)</b>	Get You Home (Travel)
<b>HDT</b>	Home to Duty Travel
<b>HMRC</b>	Her Majesty's Revenue and Customs
<b>HMT</b>	Her Majesty's Treasury
<b>JPA</b>	Joint Personnel Administration
<b>JSP</b>	Joint Service Publication
<b>LSAP</b>	Long Service Advance of Pay
<b>LTR</b>	Long Term Relationship
<b>LTR(E)</b>	Long Term Relationship (Established)
<b>LTR(R)</b>	Long Term Relationship (Registered)
<b>MOD</b>	Ministry of Defence
<b>MOH</b>	Maintain Own Home
<b>MSPE</b>	Movement and Storage of Personal Effects
<b>OF</b>	Officer
<b>OR</b>	Other Rank
<b>PR</b>	Preserved Rights
<b>PRS</b>	Private Rental Sector
<b>PStat Cat</b>	Personnel Status Category
<b>RAF</b>	Royal Air Force
<b>RLE(NB)</b>	Refund of Legal Expenses (New Buyer)
<b>RM</b>	Royal Marines
<b>RN</b>	Royal Navy
<b>RP</b>	Rental Payment
<b>RWA</b>	Residence at Work Address
<b>SFA</b>	Service Family Accommodation
<b>SLA</b>	Single Living Accommodation
<b>SP</b>	Service Person/Service personnel
<b>SPR</b>	Selected Place of Residence
<b>SSFA</b>	Substitute Service Family Accommodation
<b>SSSA</b>	Substitute Service Single Accommodation
<b>T&amp;S</b>	Travel and Subsistence
<b>TP</b>	Transitional Protection
<b>UIN</b>	Unit Identification Number
<b>Unit HR</b>	Unit Human Resources

# 1 Eligibility and Entitlement

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# Chapter 1 - Eligibility and Entitlement

## Section I - Pilot Sites

### 0101. Pilot Site Eligibility

All entitled Service personnel (SP) serving at a Future Accommodation Model (FAM) pilot site (as detailed in Para 0103) will be accommodated with a home under the FAM model. FAM includes the options of Service Family Accommodation (SFA), Single Living Accommodation (SLA), Private Rental Sector (PRS)<sup>2</sup> or Maintaining Own Home (MOH). SP already serving at a pilot site at the start of FAM rollout will not be obliged to take up an alternative accommodation offer mid-assignment unless they choose to do so. Should SP already serving at a pilot site, who already rent or own their own home, wish to opt-into FAM, they must self-enrol in order to access relevant FAM payments<sup>3</sup> and any associated allowances. SP already renting a property within 50 miles of their pilot site at point of rollout can choose to transfer onto FAM and obtain the Rental Payment applicable to their entitlement<sup>4</sup>. All SP meeting the pilot eligibility criteria are entitled to SLA at their duty station or to the MOH option. SP meeting the pilot eligibility criteria are able to state a preference for accommodation via the FAM Accommodation Preference Form. Further information on submitting an Accommodation Preference Form can be found via the “*Future Accommodation Model: what you need to know*” page on [www.gov.uk](http://www.gov.uk). Where possible accommodation will be allocated to meet the SP preference; however, this will be subject to availability and, therefore, either SFA or PRS where SFA is the chosen route may be allocated.

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

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

- a. Already assigned to one of the eligible Unit Identification Numbers (UINs) or Permanent Unit locations within a pilot site at the point of FAM ‘go-live’, **or** be assigned to one of the eligible sites after the rollout of the pilot at that site **until the end date of the pilot (31 March 2023)**<sup>5</sup>. Pilot eligibility is determined by the UINs plus Permanent Unit Location on Joint Personnel Administration (JPA). SP assigned to a FAM site after pilot rollout **must have a report for duty date on or before 31 March 2023**<sup>6</sup> and will be notified of eligibility via their Assignment Order. SP already assigned to a pilot site at the

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<sup>2</sup> This can include full market rent tenancies offered by Housing Associations.

<sup>3</sup> See Chapter 5, Section II, Para 0502.

<sup>4</sup> This will be deemed as voluntary/choice based PRS and will not attract Transitional Protection. SP will be entitled to the Rental Payment band attributable to their circumstances in accordance with Chapter 2, Section II, Para 0205 and Annex C. Where necessary, SP will be required to evidence their LTR(E) status in accordance with JSP 464 Volume 1, Part 1, Chapter 1, Section V and eligible child dependants in accordance with JSP 464 Volume 4, Chapter 1, Section III.

<sup>5</sup> The provision of accommodation after this date will be met in accordance with JSP 464, Volumes 1-3.

<sup>6</sup> After the end of pilot date, SP will not be able to join the pilot irrespective of whether they meet all other eligibility criteria.

point of rollout can check their UIN and Permanent Unit location eligibility through their local FAM Cell.<sup>7</sup>

**and**

b. At the point of application (receipt of Accommodation Preference Form by the FAM Cell) have six months<sup>8</sup> or more of expected remaining service at the pilot site **or ex-pilot site when the pilot ends**, as determined by the SP's Future Availability Date of greater than six months on JPA. SP with an Assignment Order to leave the pilot site within six months are excluded from the pilot. (SP moving onto a FAM accommodation option and are then unexpectedly given notice to move within the first 12 months are eligible to retain their FAM eligibility when re-assigned. Further details can be found in Chapter 6, Section I).

**or**

c. For SP whose Future Availability Date does not meet the qualifying assignment length criteria, pilot eligibility can be approved by the FAM Cell if in receipt of a future assignment order, or written confirmation from the SP's Career Manager, which confirms re-assignment to the same FAM pilot site<sup>9</sup>.

#### **0102. Length of Service eligibility**

SP are eligible for the FAM pilot if they are:

- over the age of 18; and
- have completed 12 months<sup>10</sup> service from the date of enlistment; and
- have completed Phase 1 training.

Previous service in accordance with Para 0103 will count towards Length of Service eligibility. SP who do not meet the Length of Service eligibility criteria will remain entitled to the existing accommodation offer detailed within JSP 464, Volumes 1 and 2.

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<sup>7</sup> Where an SP has qualified for FAM payments and is temporarily posted away from the FAM pilot site for a course or is on maternity leave, the FAM payment will continue even if the SP's new UIN is not one of the eligible UINs. The Core Payment element must be used to pay for accommodation costs whilst on the course.

<sup>8</sup> With effect from 12 July 2021, SP who previously were ineligible to enrol into FAM, can now do so from this date forward. Back payments are not permitted.

<sup>9</sup> SP with less than six months to serve who are in receipt of an assignment order to another location that is part of the FAM pilot cannot take up FAM at the existing assigned FAM site. SP will be able to enter FAM at their new assigned location. Only SP with six months or more expected remaining service may enter FAM at an existing FAM site.

<sup>10</sup> With effect from 12 July 2021, SP who previously were ineligible to enrol into FAM, can now do so from this date forward. Back payments are not permitted.

## Section II - SP Entitlement and Eligibility

### 0103. SP Entitlement

UK Regular<sup>11</sup> and FTRS(FC) SP meeting the conditions detailed in Para 0101 who are assigned to a UK FAM pilot site will be entitled to subsidised accommodation from one of the FAM options available during the pilot<sup>12</sup>. Entitled SP are eligible for accommodation options including SFA, SLA, PRS or MOH. SP entitled to FAM do not have a particular entitlement to any one accommodation option<sup>13</sup>. Entitled SP may be eligible for one or more of the accommodation options, Paras 0105 – 0111 refer.

### 0104. Non-entitlement

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

### 0105. SFA Eligibility

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

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

or

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

or

- c. Be responsible for an entitled child/ren as detailed within Section III.

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

### 0106. SFA Ineligibility

Single SP without children are not eligible for SFA (with the exception of surplus SFA – see Para 0107), either as sole or multiple occupants of the property. During the

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<sup>11</sup> MPGS are excluded from the pilot.

<sup>12</sup> The FAM pilot applies solely to FAM pilot sites and for the duration of the pilot period. FAM pilot policy is subject to change throughout the pilot period, as are the eligibility criteria.

<sup>13</sup> SP already renting within 50 miles of their pilot base upon FAM rollout at their assigned unit may remain in the rented property and claim the relevant Rental Payment so long as they meet the pilot eligibility criteria. See also Para 0101.

pilot SP who are not married, in a civil partnership or in an LTR(E) and do not have any eligible children (Para 0114) will be eligible for SLA, PRS or MOH only.

#### **0107. Surplus SFA Eligibility**

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

#### **0108. SLA Eligibility**

SLA remains available to all SP assigned to a FAM pilot site in accordance with extant accommodation policy detailed in JSP 464, Volume 2, Part 1, Chapter 3, Section 1. If there is insufficient SLA available to meet demand at a pilot site, Substitute Service Single Accommodation (SSSA) will be offered.

#### **0109. PRS Eligibility**

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

#### **0110. MOH Eligibility**

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

#### **0111. MOH Ineligibility**

Prior to the FAM start date at a pilot site, SP assigned to that pilot site who already own a home that is **WITHIN** 50 miles of the pilot site, where the home is designated and lived in as the SP's Selected Place of Residence (SPR)<sup>14</sup> are not eligible for the MOH option of FAM.

#### **0112. Forces Help To Buy (FHTB)/Long Service Advance of Pay (LSAP) Schemes**

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

### **Section III – Children**

#### **0113. Child/ren - Eligibility**

Only entitled child/ren as outlined in Para 0114 will be eligible for accommodation payments and associated allowances<sup>15</sup>. The burden of proof and production of evidence demonstrating entitled child/ren falls on the SP<sup>16</sup>. Children of a LTR(E) partner can be registered/established at the same time as the long term relationship

<sup>14</sup> SPR is defined as a residence other than a (RWA).

<sup>15</sup> Permanently resident children of SP with PStat Cat2 status remain entitled in accordance with extant accommodation policy. Additional visiting children of PStat Cat 2 SP for greater than 80 nights per annum must meet the policy criteria detailed within this section in order to be eligible.

<sup>16</sup> Acceptable evidence is detailed at Para 0115. This evidence must confirm the child/ren meet the criteria in Para 0114a and b.



in accordance with extant accommodation policy on LTRs and children of LTRs as detailed within JSP 464, Volume 1, Part 1, Chapter 1, Sections IV and V.

#### **0114. Entitled Children**

Children of SP who meet the FAM pilot eligibility and entitlement criteria at Paras 0101 and 0103 are entitled to accommodation when they meet the criteria at sub Paras a and b below:

a. Are a **child**, defined as:

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

or

(2) a child statutorily adopted;

or

(3) a child of the family<sup>17</sup> of either the SP or the LTR(E) partner.

or

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

**and**

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

**and**

(6) who is ordinarily anticipated to be resident with the SP for over 80 nights per calendar year (SP in PStat Cats 1, 2<sup>18</sup>, 3, 4 – refer to Acceptable Evidence Para 0115).

To Note: SP in PStat Cat 5 who are able to demonstrate acceptable evidence of child visitation for greater than 80 nights (see Para 0115) must update their JPA record to PStat Cat 3 in order for the child/ren to be entitled to accommodation support under FAM.

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<sup>17</sup> Child of the family is a legal term meaning any other child who is being brought up in the household of the husband/wife/civil partner at their expense or was so being brought up immediately before the spouses/civil partners were estranged, separated by legal order, divorced or the civil partnership was dissolved or before the death of the husband, wife or civil partner.

<sup>18</sup> Permanently resident children of SP with PStat Cat2 status remain entitled in accordance with extant accommodation policy. Additional visiting children of PStat Cat 2 SP for greater than 80 nights per annum must meet the policy criteria detailed within this section in order to be entitled.

b. Are **Another Dependent Child**, defined as:

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

**and**

(2) is normally resident with the SP,

**and**

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

or

(4) a fostered child.

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

#### **0115. Acceptable Evidence**

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

a. **Evidence of parentage** through production of:

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

or

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

or

- (3) A Statutory Declaration of Acknowledgement of Parentage<sup>19</sup> form, evidencing the SP as the parent of the child.
  - or
  - (4) A Parental Responsibility Agreement<sup>20</sup> with the child's mother, evidencing the SP as the parent of the child.
  - or
  - (5) A Parental Responsibility Order<sup>21</sup> from a court, evidencing the SP as the parent of the child.
- and**
- b. **Evidence of qualifying residential visitation** by the child through the production of either:
  - (1) A custody agreement, or other legal documentation, confirming the SP has overnight residential visitation of the child for the required greater than 80 nights per calendar year.
  - or
  - (2) Where no legal arrangement exists between the SP and the parent with primary responsibility for the child/ren, a signed declaration must be made by the SP, affirming that the child is resident overnight with them for the required greater than 80 nights per calendar year.

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

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

## Section IV - Transitional Protection

### 0116. Entitlement

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

All current serving Regular and FTRS (FC) SP are in scope for TP regardless of whether they have previously exercised their entitlement to subsidised Defence accommodation. TP eligibility will depend on the extant entitlement of SP, the FAM

<sup>19</sup> <https://www.gov.uk/government/publications/statutory-declaration-of-acknowledgement-of-parentage-form>

<sup>20</sup> <https://www.gov.uk/government/publications/form-cpra1-parental-responsibility-agreement>

<sup>21</sup> <https://www.gov.uk/government/publications/form-c1-application-for-an-order>

accommodation option preference requested and whether the preferred option or an alternative accommodation option is provided. Extant entitlement is mapped to a FAM Rental Payment Band entitlement, details of which can be found within Annex F. Eligibility will be determined by the date the SP is assigned to the pilot site. SP are eligible for TP when they meet one of the following criteria:

- a. where SP would experience a disadvantage in SFA under FAM eligibility compared to their existing entitlement/s within extant JSP 464 accommodation policy,

or

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

or

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

- (1) the entitled type and grade of SLA exceeds the value of the Core Payment

or

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

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

#### **0117. Pilot Site Entitlement**

TP entitlement will apply to SP meeting the criteria stipulated in Para 0116 in the following scenarios:

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

allocated SFA,

or

allocated the PRS against their preference.

Annex B provides further detail on TP, by SP cohort and FAM Accommodation type.

### 0118. Non-entitlement

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

- a. SP who voluntarily choose the PRS option.
- b. SP who voluntarily choose to occupy SLA above their scaled type and grade of SLA<sup>22</sup>, greater than the value of the Core Payment.
- c. SP who are newly eligible for SFA, PRS or MOH options under FAM.
- d. SP who have opted out. In order to retain TP, it must be applied continuously whilst at a FAM site. SP choosing to enter the PRS option as their preference are deemed to have opted out of TP and are not eligible for return to TP in the future. On return to SFA at a FAM site, SP in this category would be allocated SFA in accordance with Chapter 3, Section III, Para 0304b.<sup>23</sup>

### 0119. Change of Circumstances Mid-assignment

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

#### a. **Marriage/Civil Partnerships**

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

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

(2) **PRS** – If SP requested PRS as their preference, TP will not apply. If the SP preference was for SFA, but only PRS was offered then TP will apply, but the move will not be publicly funded. Early Surrender Relief<sup>24</sup> cannot be claimed for non-service related mid-assignment moves. SP are responsible for payment of rent until the next break, or termination point, of the tenancy agreement.

#### b. **Family Size**

When family size increases mid-assignment, resulting in an increase of entitlement under extant JSP 464 accommodation policy, the TP entitlement level will alter immediately according to:

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<sup>22</sup> As detailed in JSP 464, Volume 2.

<sup>23</sup> TP must be continuous when assigned to a pilot site. SP who experience a break in FAM due to assignment to a non-FAM site, who then subsequently return to a FAM site will be entitled once again to TP.

<sup>24</sup> Further detail on Early Surrender Relief can be found at Para 0230.

- (1) **SFA** – SP can request SFA at the new entitlement and the move will be publicly funded.<sup>25</sup>
- (2) **PRS** –The Rental Payment will be re-calculated immediately to reflect the change in number of children. If SP requested PRS as their preference, TP will not apply. If the SP preference was for SFA, but only PRS was offered then TP will apply, and any move required will be publicly funded. Early Surrender Relief cannot be claimed for non-service related mid-assignment moves. SP are responsible for payment of rent until the next break, or termination point, of the tenancy agreement.

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

**c. Change in Rank –**

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

- (1) **SFA** – SP can request SFA at the new entitlement according to rank and the move will be publicly funded.
- (2) **PRS** – If SP requested PRS as their preference, TP will not apply. If the SP's preference was for SFA, but only PRS was offered then TP will apply, the Rental Payment will be re-calculated, and any move required would be publicly funded. Early Surrender Relief cannot be claimed for non-service related mid-assignment moves. SP are responsible for payment of rent until the next break, or termination point, of the tenancy agreement.
- (3) **SLA** - When SP are promoted in-situ, resulting in a change in SLA entitlement; where SP are moved, not by choice, to an SLA accommodation greater than the Core Payment value, they are disadvantaged by the removal of the SLA waiver and in this instance TP would apply.

**d. Divorce/Separation –**

When SP separate mid-assignment the existing reconciliation process and time periods will apply as detailed in extant JSP 464, Volume 1, Part 1, Chapter 7, Section V, Para 0715. If this results in permanent separation or

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<sup>25</sup> Mid tour moves are funded for Service reasons or where accommodation entitlement changes due to promotion or a change in the size of the immediate family. (Source: JSP 464, Volume 1, Part 1, Chapter 4, Section VIII).

divorce, the SP's status will be re-assessed by the Chain of Command in accordance with JSP 752, Chapter 2, Section 2. If the SP is assessed as single, TP will no longer apply. Eligibility will be applied as follows:

(1) **SFA**

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

**With Children:** If the SP retains responsibility for any children (meeting the policy conditions detailed in Chapter 1, Section III, Para 0114) they will retain entitlement to occupy SFA. The SP remains entitled to TP and able to remain in the SFA.

(2) **PRS**

**Without Children:** As a single person TP will no longer apply and the Rental Payment will be re-calculated on the new marital status. Early Surrender Relief cannot be claimed for non-service related mid assignment moves. However, where the change in marital status falls within an initial fixed tenancy period, the Rental Payment will continue at the higher rate until the first point at which the tenancy can be severed. For further detail on Divorce/Separation in the PRS see Chapter 2, Section IX, Para 0245.

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

e. **Death of SP**

Following the death of the SP there is no expectation for the bereaved partner<sup>26</sup> and/or family to move mid-assignment. Support will continue at the current TP entitlement and is dependent upon the type of FAM accommodation occupied:

(1) PRS - On the death in service of the SP, the spouse/civil partner/LTR(E) partner will continue to receive support in rental accommodation for a period up to 2 years after the date of bereavement. Further information is available at Chapter 2, Section IX, Para 0246.

(2) SFA – Following a death in service of the Service Licensee, the bereaved spouse/civil partner should be offered an entitlement to stay

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<sup>26</sup> Partner defined as a spouse, civil partner, or LTR(E) partner.

in their SFA/SSFA for a 2-year period on a shorthold assured tenancy 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. For further information is available in JSP 464, Volume 1.

(3) MOH - On the death in service of the SP, the spouse/civil partner/LTR(E) partner will continue to receive the Core Payment for a period of up to 2 years after the date of bereavement. Further information is available at Chapter 5, Section IV, Para 0506b.

**f. Death of Spouse, Civil Partner or LTR(E) Partner**

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

(1) PRS - Chapter 2, Section IX, Para 0247.

(2) SFA – refer to existing JSP 464 policy for SFA.

## **Section V - Final Tour of Duty**

### **0120. Final Tour of Duty**

SP will be entitled to FAM provided they have **six** months or longer on assignment to a pilot site **or at the same location when the pilot ends** (see Para 0101). Final Tour of Duty allowance provision remains in accordance with extant policy laid down in JSP 752, Chapter 12, Section 5. Eligibility for FHTB during Final Tour of Duty remains in line with extant policy eligibility defined in JSP 464, Volume 1, Chapter 12, Section 3, Para 1211.



# 2 The PRS Option

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# Chapter 2 - The PRS Option

## Section I - Eligibility to the PRS

### 0201. Guiding Principles

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

- a. The property rented is recorded as the Residence at Work Address (RWA)
- b. The property rented is within 50 miles of the pilot site address<sup>27</sup>, calculated by the actual distance travelled by the most direct route as provided by ‘Google Maps’ **in accordance with JSP 752, Chapter 2, Para 02.0106**, which is an appropriate mileage assessment tool.<sup>28</sup> Approval for distances exceeding 50 miles are by exception and at the discretion and approval of the Commanding Officer. The Commanding Officer must be content that daily commuting is being performed from the PRS property and that the SP’s performance of their duties is not adversely affected by the long journey. Requesting permission to reside in a PRS property in excess of 50 miles reflects a personal choice and permission to rent in the PRS in excess of 50 miles does not automatically confer eligibility for any other allowance. If living in excess of 50 miles is contrary to the specific conditions required for other allowances, SP will remain ineligible for those allowances.
- c. The SP does not own a property within 50 miles of the pilot site address at the date of the Accommodation Preference Form submission<sup>29</sup>.
- d. **Timescales:** The tenancy agreement start date cannot commence earlier than **one month** ahead of the reporting for duty date in the SP’s assignment order at the pilot site.
- e. **Providing the report for duty date is within the pilot, SP who experience a delay acquiring a PRS property after the end of the pilot (31 March 2023)**

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<sup>27</sup> SP renting a home greater than 50 miles for their assigned unit may be eligible for support under the ‘MOH’ option detailed in Chapter 5.

<sup>28</sup> The same route planner is to be used within a unit, as directed by their Chain of Command.

<sup>29</sup> Where SP feel that their circumstances bear further consideration, this is to be raised as casework to the People Accommodation FAM Policy team via the local FAM Cell.

and can evidence it was due to circumstances outside their control i.e. rental agency letter, may continue to acquire the property and receive entitled FAM payments.

SP (unaccompanied or accompanied) are expected to secure PRS accommodation within three months from the date of placement into the PRS accommodation route<sup>30</sup>, subject to compliance with Para 0211 if applicable. For arrangements where SP have been unable to source a PRS property within the three month timescale, additional support is available, see Chapter 2, Section VI.

#### To Note:

SP already renting a property within 50 miles of their pilot site at point of rollout can choose to transfer onto FAM and obtain the Rental Payment applicable to their entitlement<sup>31</sup>. SP choosing this option will be required to submit an Accommodation Preference Form to their FAM Cell and await confirmation of acceptance onto the PRS option prior to requesting a FAM Rental Payment. SP choosing this option will not be entitled to any additional FAM payments associated with sourcing and securing a property as they already reside in their property.

SP already serving at a pilot site at the point of FAM rollout, who meet the pilot eligibility criteria in Chapter 1, can opt into FAM and choose to move from their current accommodation into the PRS at their own expense. No Movement or Storage of Personal Effects (MSPE) or Disturbance Expense (DE) will be payable, in accordance with JSP 752. SP choosing to move into the PRS will however be entitled to the Rental Payment and supporting payments detailed in Chapter 2, Sections II and V. SP choosing to move into the PRS will not be entitled to TP.

See Section X for retention of PRS during short courses.

## **Section II - Rental Payment**

### **0202. Rental Payment**

SP will receive the Core Payment plus any entitled Geographic Payment based upon their assigned location, relationship status and number of children. The combined amount of Core Payment plus Geographic Payment is known as the Rental Payment.

### **0203. Core Payment (PRS)**

The Core Payment is a fixed amount provided to SP to contribute towards accommodation costs. It does not vary according to site location and is also common to other accommodation options within the FAM pilot. SP should note that the payment is calculated as a daily rate, and it will differ from month to month. SP on the PRS accommodation option are entitled to receive the Core Payment. Further information on the Core Payment can be found within Chapter 7, Section II.

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<sup>30</sup> For further guidance on how the advance of deposit plus one month's rent is managed beyond the three months, see Chapter 2, Section V.

<sup>31</sup> This will be deemed as voluntary/choice based PRS and will not attract TP. SP will be entitled to the Rental Payment band attributable to their circumstances in accordance with Chapter 2, Section II, Para 0205 and Annex C. Where necessary, SP will be required to evidence their LTR(E) status in accordance with JSP 464 Volume 1, Part 1, Chapter 1, Section V and eligible child dependants in accordance with JSP 464 Volume 4, Chapter 1, Section III.

#### **0204. Geographic Payment**

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

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

#### **0205. Rental Payment Bands**

Rental Payments are segmented into Bands A – F. Band entitlement is defined by the relationship status and the number of eligible children. Entitled Rental Payment Bands can be found at Annex C.

#### **0206. FAM Non-applicability of current Allowances**

SP entering into the PRS option will NOT be provided with the following allowances:

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

Storage of personal effects.

Food and Incidentals Allowance.

SP moving from Service accommodation into the PRS are eligible to claim a contribution towards moving expenses. See Voluntary Mid-Assignment Moves, Para 0713 refers.

#### **0207. Dual Serving Military SP**

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

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

- a. Only one Rental Payment (Core Payment plus Geographic Payment) will be paid per couple. A second Core Payment is only payable when the SP assigned secondary status incurs an additional charge for alternative accommodation over and above their Selected Place of Residence (SPR). If no alternative accommodation is required, or if there is nil charge for the alternative accommodation, then a second Core Payment will not be payable.
- b. The SP nominated as **primary** status will be entitled to the full Rental Payment Band according to their FAM applicant status as detailed within Paras 0202, 0205 and Annex C. The SP attracting primary status must be assigned to a FAM pilot site and meet the eligibility conditions detailed in Chapter 1 Sections I and II. The property rented must be recorded on JPA as their RWA.
- c. For the SP nominated with **secondary** status, entitlement to any additional FAM payment will depend on whether the secondary SP is assigned to a FAM pilot site, or a non-FAM site as follows:

(1) Assigned to a FAM pilot site:

- (a) Where the secondary SP is co-located at the same FAM site as the primary SP, or assigned to another FAM site within 10 miles<sup>32</sup> of the property rented by the primary SP, they are **not entitled** to receive any FAM subsidy. They are to record the property rented by the primary SP as their RWA on JPA.
- (b) Where the secondary SP is assigned to a FAM site that is greater than 10 miles<sup>25</sup> from the property rented by the primary SP they **are entitled** to choose between continuing to live in the property or receiving either a Core Payment or a Rental Payment Band A (Annex C) to contribute towards alternative weeknight accommodation. (Where no charge is levied for the alternative accommodation, there is no entitlement to additional FAM subsidy - see Para 0207a) The SP with secondary status will record their weeknight accommodation as their RWA on JPA and the property rented by the primary SP as their SPR.

(2) Assigned to a non-FAM site:

Where the secondary SP is assigned to a non-FAM site within 10 miles<sup>25</sup> of the property rented by the primary SP, they are not entitled to

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<sup>32</sup> Can be extended to 20 miles in exceptional circumstances and where the daily travel to duty station is agreed by the Local Service Commander. Housing Colonel approval is required for Local Service Commanders seeking their own provision out to 20 miles.

receive any FAM subsidy. They are to record the property rented by the primary SP as their RWA on JPA.

- (a) Where the secondary SP is assigned to a non-FAM site 10 miles<sup>25</sup> or greater from the property rented by the primary SP, they are entitled to SLA at their assigned non-FAM unit. The SP nominated secondary status will record their SLA as their RWA on JPA and the property rented by the primary SP as their SPR.

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

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

## Section III - Renting a Property and Understanding the Entitled Benchmark Cost

### 0208. Guiding Principles/Aim

The Rental Payment Bands provide a subsidy enabling SP to rent a property that is reasonably obtainable on the open market and is broadly comparable to that of an equivalent entitled SFA property. In addition to the Rental Payment, it is expected that SP also pay a contribution<sup>33</sup> towards their accommodation of an amount broadly equivalent to the charge required to rent a comparable SFA property. The entitled Rental Payment band plus the SP contribution is referred to as the **Entitled Benchmark Cost**. SP contribution is the difference between the total rental cost payable and the entitled Rental Payment. More details on the Rental Payment structure can be found within Annex I.

### 0209. Renting above Entitled Benchmark Cost

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

### 0210. Renting below Entitled Benchmark Cost

SP placed into the PRS accommodation route are able to rent any property of their choosing. SP selecting to rent a property below the value of the Entitled Benchmark Cost will see a reduction in either or both their Rental Payment and their expected personal contribution; depending on the value of the rental agreement entered into.

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<sup>33</sup> The SP's Personal Contribution will take the form of direct payment to either a landlord or rental agency. It is not deducted from pay at source.



This is to ensure that any savings made are gainshared between the SP and Defence. A calculation specific to each SP situation can be obtained via the Discover My Benefits app. Further details on FAM gainshare can be found at Annex K.

## Section IV – Renting in the PRS – SP Responsibilities

### 0211. SP responsibilities

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

- a. Be responsible for paying the total rent for the PRS property direct to the landlord or rental agent either solely or jointly with other named tenants to the tenancy agreement.
- b. **In England:** SP should not enter into an initial tenancy agreement where the first opportunity to end the tenancy without financial penalty (commonly at the six-month point) is after their Future Availability Date. The MOD will not be responsible for any costs incurred by the SP through breaking a tenancy agreement early unless it is as a result of the SP being assigned to a different location ahead of their Future Availability Date or as a result of a notice to leave a property due to no fault of the SP (See Section VIII for further detail). SP should not enter into an initial tenancy agreement of longer than six months when first moving into a new PRS property. Where this is not possible, due to landlord or rental agency imposed restrictions, the initial tenancy agreement is to be no longer than twelve months with a six month break clause. At the end of the initial tenancy agreement SP are to ensure that any subsequent tenancy agreement includes a break clause with no more than one months' notice required to be given by the SP. If, at the end of a tenancy period, the landlord refuses to renew a tenancy through no fault of the SP, then this is deemed to be non-fault notice to vacate or eviction and the policy detailed in Chapter 2 Section VIII would apply.  
**In Scotland:** The Private Residential Tenancy introduced on 1 December 2017 is an indefinite tenancy that does not include any end dates or break clauses. Tenants on existing short assured or assured tenancies wishing to transfer to FAM are to ensure their tenancy agreement includes a break clause with no more than one months' notice required to be given by the SP.
- c. SP are not permitted to claim FAM payments for renting accommodation that they have previously owned, either solely, or jointly with an individual recognised by Defence as a spouse, civil partner or LTR(E).
- d. SP are not permitted to claim FAM payments to rent a room(s) in a property where the owner (landlord) is resident. SP must produce a Tenancy agreement bearing their name (in accordance with Para 0211a). 'Lodging Tenancy' agreements and 'Lodging Licences' are excluded from FAM policy and do not attract entitlement for any FAM payments or allowances.



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

#### **0212. Sharing in the PRS**

SP have the choice to share with another person/s in the PRS that is not their spouse, civil partner or LTR(E) partner. SP may share with civilians and/or fellow serving SP. SP considering sharing a tenancy agreement on a property with others must do so with caution and ensure any agreement is entered into only after fully understanding the scope of their entitlement, the risks associated with a shared tenancy and the division of responsibilities between the SP individual and MOD should a tenancy be severed earlier than expected (see Paras 0214 and 0215). In addition to the policy, SP can find further guidance on sharing with others via e-learning on the Defence Learning Environment which includes a module on living in the PRS. To Note: When sharing in the PRS, SP are not permitted to rent a room(s) in a property where the owner (landlord) is resident. See Para 0211d.

#### **0213. Rental Payment when sharing in the PRS**

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

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

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

Private Residential Tenancy will only permit the termination of a tenancy if all joint tenants consent to this action being taken.

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

Reasonable expenses incurred by SP when adding or removing their name from a shared tenancy agreement will be covered by FAM Expenses (Transaction Costs) - see Chapter 2, Section V, Para 0228. Only reasonable costs incurred for the administrative change of name on the tenancy agreement will be reimbursed. Evidence detailing the charge made by the landlord, or letting agent, must be presented to the Unit HR for a claim under Transaction Costs to be authorised.

#### **0215. Early Surrender Relief when sharing in the PRS**

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

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

**and**

- b. Prior to claiming Early Surrender Relief, SP are expected to make reasonable efforts to find a replacement tenant for their accommodation and share of the tenancy agreement. Using their best endeavours to do so; in line with the expectations placed on civilian counterparts when exiting a shared property/tenancy agreement. SP successful in finding a replacement tenant are to provide evidence of this to their Unit HR. When SP are unable to find a replacement tenant, and providing that the tenancy agreement is in accordance with the criteria at Chapter 2, Section IV, Para 0211, then Early Surrender Relief will be paid as follows:

- (1) If the SP is within the first tenancy agreement period on the property, MOD will pay Early Surrender Relief up to the end of the initial tenancy agreement period or the six month break clause, whichever is soonest.
- (2) In accordance with the SP tenancy responsibilities at Chapter 2, Section IV, Para 0211, all tenancy agreements outside of the initial tenancy period are to contain a one month break clause. Early Surrender Relief is therefore limited to one month and will be paid up to the earliest point at which the break clause can be invoked.

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

To Note:

MOD will not provide Early Surrender Relief for personal choice moves. MOD has no Early Surrender Relief responsibility for any civilians residing in the shared property.

## Section V - PRS Relocation

### 0216. Relocation

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

### 0217. Eligible relocations

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

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

or

#### Change of Circumstances - mid-assignment moves

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

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

Non-fault evictions (as defined in Chapter 2, Section VIII, Para 0240).

SP choosing to move into the PRS mid-assignment in accordance with Para 0713.

or

Moves due to security concerns - where the personal safety of SP is compromised in the private sector. Approval must be granted from the SP's Chain of Command for a

move under this category. Further details can be found within JSP 752, Chapter 12, Section 4.

or

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

### **0218. Non-qualifying moves**

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

- a. Unaccompanied operational deployments where family of the SP are expected to remain in the rented property.
- b. Re-assignment to the same site/location.
- c. SP electing not to move on assignment.
- d. Upon marriage, formation of a civil partnership or entry into a LTR(E) partnership.
- e. After pilot end date (31 March 2023), unless one of the criteria in Para 0217 is met.

To Note: Moves following estrangement from a spouse/civil partner/LTR(E) partner will be in accordance with current policy detailed in JSP 752, Chapter 12, Section 4, Para 12.0412.

### **0219. Relocation Cost - limitations**

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

### **0220. Property Sourcing**

SP placed into the PRS accommodation route, plus their immediate family are eligible to claim Travel and Subsistence (T&S), as detailed in JSP 752, to view and source rental property/ies. SP who source a PRS property themselves are eligible for seven working days authorised absence, of which T&S can be claimed for a maximum of four days. SP who have a property sourced on their behalf are eligible for five working days authorised absence, of which T&S can be claimed for a maximum of two days. (Further detail on additional sourcing and support can be found at Chapter 2, Section VI.) Sourcing events can be split and taken either as consecutive or separate visits. Where SP are granted additional days by their Commanding Officer for property sourcing, these days also count as eligible

sourcing days. Moves qualifying for Property Sourcing are detailed at Annex D. SP are entitled to one Property Sourcing event per assignment. Where SP are required to move mid-assignment for service reasons then an additional Property Sourcing event will be provided.

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

#### **0221. Income Tax and National Insurance Contributions on Property Sourcing.**

In accordance with Income Tax (Earnings and Pensions) Act 2003, Sections 271 to 287, elements of Property Sourcing are taxable. Where required, tax and National Insurance Contributions will be met by MOD and paid by Defence Business Services under a Pay As You Earn Service Agreement for:

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

#### **0222. FAM Deposit Plus One Month's Rent**

a. SP placed into the PRS accommodation route will be eligible for an advance of deposit plus one month's rent to cover the up-front costs of renting a property in the PRS. The advance of deposit plus one month's rent is a cash advance available to SP up to three months in advance of the SP's report for duty date at a FAM pilot site, as detailed in their assignment order or Property Required Date as shown on the Accommodation Preference Form. This advance provides the SP with an appropriate sum of money enabling them to be a competitive prospective tenant within the private rental market, and to secure a property with the prompt payment of a deposit. When choosing to rent a property above the Entitled Benchmark Cost (Section III, Paras 0208 and 0209), SP must be mindful of the relocation cost limitations detailed within Para 0219. The advance of deposit plus one month's rent comprises two elements:

##### (1) Deposit

This is to cover the deposit required by the landlord/rental agency, or an approved tenancy deposit scheme in Scotland, to secure a property and is to be held within a government recognised Tenancy Deposit Protection scheme for the duration of the tenancy.

**In England**<sup>34</sup>, the amount is capped to five weeks' rent, where the annual rent in respect of the tenancy immediately after its grant, renewal or continuance is less than £50,000, or six weeks' rent, when the value is £50,000 or greater.

**In Scotland**<sup>35</sup>, a deposit is capped at no more than two months' rent.

<sup>34</sup> Tenant Fees Act 2019, Schedule 1, Section 2.

<sup>35</sup> Rent (Scotland) Act 1984, Section 90(3).



(2) An additional amount to cover a single month's rent

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

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

c. Once SP have secured a property and a tenancy agreement is in place, SP must reconcile the amount provided to them under the advance of deposit plus one month's rent and the actual costs incurred. SP are to produce their tenancy agreement to their Unit HR in order for this reconciliation to take place within 30 days of securing the tenancy<sup>36</sup>. SP failing to reconcile and repay any unused advanced monies within 90 days of securing a tenancy will be subject to disciplinary procedures<sup>37</sup>. The advance of deposit plus one month's rent used by the SP to secure a tenancy is held on the SP's pay record as an outstanding debt and repayment is deferred to the end of the tenancy period. SP wishing to repay the debt in advance may elect to do so in whole or via fixed instalments.

d. SP are to advise their Unit HR of the date their tenancy will terminate. Repayment of the advanced deposit plus one month's rent debt can be deferred for up to six weeks following the tenancy termination date to allow a sufficient period for the deposit to be returned to the SP. Recovery of the deposit will be initiated at six weeks for the entire advance of deposit plus one month's rent. In exceptional circumstances where SP have not received their returned deposit at the six week point, SP can request the debt be deferred for a further agreed period<sup>38</sup>. Agreement to defer recovery of the deposit plus one month's rent beyond six weeks is at the discretion of Unit HR and is considered on a case by case basis<sup>39</sup>.

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

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<sup>36</sup> SP will be hastened to complete the reconciliation process by Unit HR at 30 days, 60 days and 90 days from the date of the advance.

<sup>37</sup> Monies owed will be converted to a Crown Debt upon which the SP may be required to pay interest from the date of breach until the final recovery of all sums outstanding.

<sup>38</sup> Deferral of repayment of the deposit can be authorised where the SP have to undertake legal action to recover the deposit from the landlord.

<sup>39</sup> MOD will not cover the costs of securing the return of a deposit from a landlord or rental agency and the deposit advance will still be repayable to the MOD.

repaid. A new advance of deposit plus one month's rent can be requested to secure a tenancy on a new property.

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

#### **0223. Income Tax and National Insurance Contributions on FAM Deposit plus one month's rent.**

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

#### **0224. Rental Advance**

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

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

#### **0225. Income Tax and National Insurance Contributions on the Rental Advance.**

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

#### **0226. Rental Advance in Lieu of Guarantor**

SP unable to secure a tenancy agreement without a guarantor are eligible to request a Rental Advance in lieu of a guarantor, subject to this being accepted by their

landlord/rental agency. The Rental Advance process is detailed in Para 0224. Moves qualifying for Rental Advance in Lieu of Guarantor are detailed at Annex D.

#### **0227. Income Tax and National Insurance Contributions on Rental Advance in Lieu of Guarantor.**

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

#### **0228. FAM expenses (Transaction Costs)**

SP placed into the PRS accommodation route will be eligible to claim for FAM expenses to reimburse SP for reasonable transactional costs<sup>40</sup> incurred during the arrangement and termination of their tenancy. Transaction Costs are expenses incurred by SP such as contract and administration fees payable to agents or landlords, normally defined as, but not limited to:

- a. Referencing checks
- b. Credit checks
- c. Shorthold Tenancy Agreement fees
- d. Shorthold Tenancy Agreement renewal fees
- e. Amendment to contract fees
- f. End of tenancy checkout fees (Payment for damage caused by the SP, or shortfall in the amount of deposit returned to the SP due to unsatisfactory standard of accommodation at check out is not covered by Transaction Costs.)
- g. Early termination fees (Only payable in conjunction with Early Surrender Relief – to cover administration costs, in addition to rent, incurred by the SP which are not covered by the payment of Early Surrender Relief.)
- h. Non-refundable costs incurred by the SP for tenancy arrangement fees that do not proceed to occupation of the property. Transaction costs can only be claimed in this event when the SP demonstrate that the tenancy could not proceed due to unforeseen service reasons.

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

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<sup>40</sup> In Scotland, the only permissible charges are rent and a refundable deposit (not exceeding two months' rent). All other charges are illegal and are not to be accepted.



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

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

FAM expenses (Transaction Costs) are non-taxable. In accordance with Income Tax (Earnings and Pensions) Act 2003, Sections 271 to 287, elements of Disturbance Expense are taxable. Where required, tax and National Insurance Contributions will be met by MOD and paid by Defence Business Services under a Pay As You Earn Service Agreement for:

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

#### **0230. Early Surrender Relief**

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

- a. SP are given an assignment order which does not enable the SP to inform the landlord within the notice period required by the tenancy agreement
- b. SP are given an assignment order which requires them to terminate a tenancy mid-month and the landlord/rental agency demands full payment to the end of the final month of the tenancy.

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

To Note: MOD will not provide Early Surrender Relief for personal choice moves.

#### **0231. Income Tax and National Insurance Contributions on Early Surrender Relief.**

In accordance with Income Tax (Earnings and Pensions) Act 2003, Sections 271 to 287, refunds of expenses incurred in respect of the Early Surrender Relief break costs are non-taxable.

### **0232. Accommodation Cost Overlap**

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

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

For Accommodation Cost Overlap to be approved, SP are to meet one of the following scenarios and have Chain of Command approval:

- a. Accommodation Cost Overlap is required in order to secure a property one month ahead of the termination of an existing tenancy agreement when these cannot be aligned due to a high pressured private rental sector with rapid turnover and the ability to secure a property is necessary. Eligibility for Accommodation Cost Overlap for this reason is limited to one month and on a case by case basis.
- or
- b. Obtain an address in advance of assignment from which to apply for a school placement for their child/ren.
- or
- c. Secure an address ahead of assignment allowing the family to move ahead of the SP to meet the start of a new school term.
- or
- d. Retain an existing address following assignment allowing the family of the SP to remain in the existing property and location until the end of a school term.
- or
- e. SP is served with a notice to leave, vacate or quit their rented property forcing them to move mid-assignment and they are unable to align the termination of the notice to leave/vacate/quit with the commencement of a follow on tenancy agreement on the new property. Unit FAM Cell approval will be required
- or
- f. Be expecting the birth of a child in accordance with Para 0242a (Birth of a Child) or Para 0242d (Pregnant Single SP). SP meeting this policy criteria are entitled to Accommodation Cost Overlap of up to three months.

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

to continue to pay the monthly rent on the existing property until the end of tenancy/notice period.

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

### **0233. Income Tax and National Insurance Contributions on Accommodation Cost Overlap.**

In accordance with Income Tax (Earnings and Pensions) Act 2003, Sections 271 to 287, refunds of expenses incurred in respect of the Accommodation Costs Overlap are non-taxable.

## **Section VI – Additional Support for the PRS**

### **0234. Guiding Principles**

All SP will be offered a minimum level of support when finding a rental property in the PRS via signposting to supporting information packages via the FAM Cell. This will be referred to as General Support<sup>41</sup>. SP are to submit any additional information in their Accommodation Preference Form citing any specific circumstances or situations which may make them eligible for additional Limited Access Support.

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

- a. **PRS Sourcing Support** (Para 0235).

or

- b. **PRS Sourcing and Contracting Support** (Para 0236).

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

### **0235. PRS Sourcing Support**

SP with special circumstances meaning they are unable to source accommodation for themselves in the PRS at their new assigned location<sup>42</sup> are eligible for additional sourcing support when the following conditions are met:

- a. SP is currently serving overseas.

or

- b. SP is currently serving on board a ship / submarine.

or

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<sup>41</sup> Sourcing leave available to SP for sourcing a property in the PRS (Chapter 2, Section V, Para 0220) is considered part of General Support.

<sup>42</sup> Voluntary Mid-Assignment Moves do not qualify for PRS Sourcing Support.

- c. SP has been given insufficient notice to move (e.g. is in receipt of an assignment order that prevents the SP from having time to source a property; or SP has been served with a notice to leave/vacate/quit/eviction notice by their landlord or rental agent requiring them to move out of the PRS accommodation; or the FAM Cell has re-routed the SP from their preferred FAM accommodation option into the PRS option with insufficient time to source a property).

or

- d. SP is deployed on operations.

or

- e. SP selected PRS as their preference, but have been unable to find or secure a property in time for the start of their assignment, can continue to seek a property but will also be offered either:

- (1) Reallocating to the SFA route (where available),

- or

- (2) Reallocating to SLA (if requested by the SP).

or

- f. SP placed into the PRS as a result of not being able to secure a SFA property at entitlement, but have been unable to find or secure a property in time for the start of their assignment, can continue to seek a property but will also be offered either:

- (1) Reallocating to the SFA route on a needs basis (where available) in accordance with Para 0304a,

- or

- (2) Reallocating to SLA (if requested by the SP).

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

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

or

b. **Accompanied** SP may be offered either:

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

or

(2) If the offer of temporary SLA is rejected by the SP, where welfare SFA housing<sup>43</sup> is available at the new assigned location this may be offered on a temporary basis to allow sufficient time for SP to independently source accommodation in the PRS themselves, with the assistance provided under General Support.

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

To Note: For SP who have been unable to source a suitable PRS property within the policy timescales and are reallocated to SFA, where the only SFA offered is above entitlement, the SP will not be disadvantaged and the SFA charge<sup>44</sup> applied will be the **lower** of:

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

or

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

### **0236. PRS Sourcing and Contracting Support**

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

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

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<sup>43</sup> Also often referred to as 'Contact Housing' or 'Short Term Families Accommodation'.

<sup>44</sup> Daily rate and associated CILOCT rate.

or

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

or

- c. For welfare reasons approved by Chain of Command and unit Welfare Officer<sup>45</sup>.

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

## Section VII – Adapted Properties

### 0237. Sourcing a Specially Adapted Property in the PRS

Where entry into the PRS is not appropriate and cannot be achieved, SP will be placed into the SFA accommodation route (or SLA where requested by the SP). MOD will not fund adaptations to PRS properties. SP requiring additional time to source an adapted property in the PRS will, where practicable, be eligible for temporary SLA for 3 months at their new assignment location, whilst retaining their previously adapted accommodation (where this meets existing accommodation retention policy criteria within JSP 464, Volume 1, Part 1, Chapter 7, Section VIII). If after 3 months SP are unable to source a suitably adapted property in the PRS they are to notify their FAM Cell, who will re-route the SP into the SFA accommodation option. Extant accommodation policy for adapted SFA will then apply.

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

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

Where SP are served, by their landlord or rental agency, with either a notice to leave or vacate; notice to quit or an eviction notice<sup>46</sup> from their PRS property, MOD will ensure the SP (plus the SP's family that resided within the PRS property) are supported in relocating to another property in line with entitlement and eligibility, see Chapter 2, Section V, Para 0217. **In Scotland**, the landlord can only end the tenancy by serving a notice to leave using one of the 18 grounds for eviction<sup>47</sup>.

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<sup>45</sup> Referred to in The Navy as the Royal Navy Royal Marines Welfare (RNRMW).

<sup>46</sup> 'Notice to Vacate', 'Notice to Quit' or 'Notice of Eviction' can be in the form of a Section 8 or Section 21 notice (Or, in Scotland, a Section 11 or Section 33 notice for Short Assured Tenancies, or a 'Notice to Leave' for Private Residential Tenancies).

<sup>47</sup> In accordance with The Private Housing (Tenancies) (Scotland) Act 2016.

In the event that SP are requested to leave/vacate their PRS property (either through fault or non-fault), SP are required to declare this immediately to both their local FAM Cell and Unit HR. This declaration is required prior to submitting a new Accommodation Preference Form to the FAM Cell for re-placement into a different property irrespective of the accommodation route. SP with a Future Availability Date of less than one year will be allocated SFA or SLA depending on entitlement. If SFA is not available, PRS will be allocated but SP are to ensure the tenancy agreement includes a break clause in accordance with Para 0211. SP must provide written correspondence from the landlord or rental agent citing the requirement to leave/vacate, plus any legal/court notices received in relation to an eviction notice (if applicable).

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

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

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

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

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

Where the SP or their family have incurred costs payable to the landlord for damage caused by them, the SP is liable for payment of these costs<sup>48</sup>.

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

SP served with a notice to leave/vacate/quit or eviction notice through no fault of their own will not be financially disadvantaged and are entitled to a supported relocation in accordance with Chapter 2, Section V, Para 0217b(3) and Annex D. It is the responsibility of the SP to continue paying rent for the notice period. For circumstances where the SP needs to move prior to the end of the required notice period, this must be approved by the unit FAM Cell. (See policy on Accommodation Cost Overlap for evictions at Para 0232e). Once approved SP are able to enter into a new PRS tenancy agreement, overlapping the notice to leave/vacate/quit or

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<sup>48</sup> Where the landlord has retained all or part of the deposit for damages, the SP remains liable for the repayment of the full amount of the deposit in accordance with Chapter 2, Section V, Para 0222.



eviction notice period for up to one month. SP are entitled to receive two concurrent Rental Payments for a maximum of one month, however rent due on the property from which the SP has been asked to leave/vacate/evicted from will be capped in accordance with the relocation costs limitations detailed in Chapter 2, Section V, Para 0219.

## **Section IX - Change of Circumstances**

### **0241. Principles**

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

### **0242. Increase in number of children**

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

#### **a. Birth of a child**

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

#### **b. Adoption**

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

#### **c. Fostering**

When the fostering of a child/children entitles the SP to an increased Rental Payment Band SP will receive the increased Rental Payment from the earlier of either the fostering approval date or the start of the tenancy agreement. If the fostering ceases mid-assignment, the rental payment attributable to the fostered children will not be reduced until the point of the next assigned move.

#### **d. Pregnant Single SP**

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

### **0243. Decrease in number of children**

A decrease in number of children occurs when a child is no longer eligible for support as they no longer meet the criteria detailed in Chapter 1, Section III, Para



0114. When the family size decreases mid-assignment there is no expectation for SP to move mid-assignment. Any decrease/change to Rental Payment Band entitlement will not take effect until the next move or assignment, whichever is the earliest. When the decrease in number of children is due to the death of a child the full Rental Payment will be payable for the longer of either 24 months or until the next assignment.

#### **0244. On entering into Marriage, Civil Partnership or LTR(E)**

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

Such a move may be supported if the move is from Service accommodation into the PRS or the SP is opting for MOH. See Voluntary Mid-Assignment Moves, Para 0713 refers.

#### **0245. Estrangement/Divorce/Separation**

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

#### **0246. Death of SP**

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

#### **0247. Death of Spouse, Civil Partner or LTR(E) Partner**

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

#### **0248. Change in Rank**

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

### **Section X – PRS retention during absence**

#### **0249. Guiding Principles**

SP who are absent for a continuous period between 60 days and 12 months from the assigned pilot site in order to attend a course or on deployment, may choose to live in SLA or other MOD provided accommodation at their temporary location whilst retaining the PRS property at the pilot location<sup>49</sup>. SP opting to retain the PRS property at the pilot site will continue to receive the Rental Payment.

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

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

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<sup>49</sup> In accordance with Para 0201b.

# 3 The SFA Option

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# Chapter 3 - The SFA Option

## Section I – Eligibility for SFA

### 0301. Eligibility

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

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

**To Note:** After the end date of the pilot (31 March 2023), SFA at former FAM pilots sites will be allocated to new arrivals in accordance with JSP 464, Volume 1.

### 0302. Estrangement/Divorce/Separation

SP must notify Unit HR and the FAM Cell of any relationship breakdown in accordance with JSP 752, Chapter 2, Section 2 and comply with JSP 464, Volume 1, Part 1, Paras 0715-0717. Where the SP moves into SLA during the reconciliation period, the SP will not pay for their SLA accommodation in accordance with extant accommodation policy, JSP 464, Volume 3, Part 1, Chapter 3, Para 0303 refers. SLA charges will become payable after the reconciliation period when the estrangement/separation becomes permanent.

## Section II - SFA Prioritisation

### 0303. SFA Prioritisation

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

- a. Where sufficient SFA is **available** the SP will be placed into the SFA accommodation route.
- b. Where sufficient SFA is **not available** the SP will be placed in the PRS accommodation route<sup>50</sup> – see Chapter 2.

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<sup>50</sup> If the SP does not wish to be re-routed into the PRS, they can choose SLA if this suits their personal circumstances. This is deemed as the SP's choice to serve unaccompanied at the FAM pilot site. SP can re-apply for either SFA or PRS after six months from the first day of occupancy of SLA and every following six month point of occupancy of SLA. There are no time restrictions for SP wishing to apply for the MOH Core Payment following the purchase and occupancy of a home. As the move into SLA is a personal choice, any future move would be considered a mid-assignment move.

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

## Section III - SFA Allocation

### 0304. Allocation

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

- a. SP entitled to TP will be allocated SFA in accordance with extant policy entitlement (JSP 464, Volume 1, Part 2, Chapter 3). If a SFA property type is not available due to Service reasons including insufficient housing stock, SP can opt for either the PRS route<sup>51</sup> or SFA allocated on a needs basis in accordance with Para 0304b(1) and (2). SP are required to confirm their chosen accommodation route in writing within 15 working days, otherwise they will be placed into SFA with a needs-based allocation. SP's entitlement to TP (preservation of entitlement pre-pilot) will not be affected.
- b. All newly eligible SP under FAM policy will be allocated SFA of a type appropriate for their need, based upon entitlement and in accordance with Annex G. (Entitled children can be found within Chapter 1, Section III.)
  - (1) SP may be offered a choice of SFA, subject to availability, at their assigned FAM site. This choice may be between SFA on either, or both, of the Other Ranks (OR) and Officer (OF) patch. Where this choice is available and offered to SP it will be given regardless of rank.
  - (2) SP are eligible to request, as a matter of personal choice, SFA one level above their entitlement (1-up) at the point of SFA application. Any offer of SFA above entitlement is subject to availability and on the basis that the accommodation charge is for the Type and Band/Grade of SFA which they occupy.
- c. Once placed into the SFA accommodation route, the initial application process for SFA is in accordance with extant accommodation policy JSP 464, Volume 1, Part 1, Chapter 4. SP will be offered SFA in accordance with B above.
- d. SP are able to refuse their first SFA offer and receive a second offer of SFA. SP refusing a second offer may escalate this through the Housing

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<sup>51</sup> SP having opted for the PRS route but subsequently are unable to locate and secure a PRS property can opt to be placed into the needs based SFA route. The PRS route is only available once per each assignment.

Colonel for a second offer review. Following review, SP refusing their second offer on grounds of personal choice will be re-allocated to the PRS route and are not eligible to re-apply for SFA within six months of the date of refusing the SFA offer, unless a legitimate change of personal circumstance has occurred triggering a change in entitlement. Where SP are re-allocated to the PRS route following refusal of SFA, TP will not apply. SP must inform their local FAM Cell of their change of FAM accommodation route before applying for a Rental Payment under the PRS option (Chapter 2).

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

### **0305. Charging**

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

Dependent upon SFA availability at the FAM pilot site, SP may be offered only one choice of SFA. Whilst this will usually be within their entitlement, where only a higher entitlement is available this could result in Other Rank (OR) SP being offered only SFA at Officer (OF) grade. In order not to disadvantage the OR SP, the SFA charge<sup>52</sup> applied will be the lower of:

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

or

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

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

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<sup>52</sup> Daily rate and associated CILOCT rate.

## **Section IV - Existing Allowances**

### **0306. Existing Allowances**

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

## **Section V – SFA by Appointment**

### **0307. SFA by Appointment**

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

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

### **0308. Substitute SFA**

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

## **Section VII – Surplus SFA**

### **0309. Surplus SFA Eligibility**

Subject to availability, access to Surplus SFA will remain in line with extant JSP 464, Volume 1, Part 1, Chapter 9. (See also Chapter 1, Section II, Para 0107 of this volume).

# 4 The SLA Option

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# Chapter 4 - The SLA Option

## Section I - Eligibility to SLA

### 0401. SLA Eligibility

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

### 0402. SLA Waiver

At FAM pilot sites the SLA waiver policy as detailed within JSP 464, Volume 3, Part 1, Para 0303 will no longer apply. SP who would ordinarily have been entitled to the SLA waiver under extant policy will instead be eligible to receive the FAM Core Payment<sup>53</sup>. SP are not entitled to receive both a SLA waiver<sup>54</sup> and a Core Payment at the same time. Further detail on the Core Payment can be found within Chapter 7, Section II, Para 0703.

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

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

SP in the process of purchasing a home at a pilot site (see Chapter 5, Section I, Para 0501b) are eligible to apply to temporarily retain SFA at their previous non-FAM site whilst occupying SLA at the pilot site. This is granted on a temporary basis until such time that the house purchase at the FAM pilot site is completed. SP must surrender their SFA at the previous site and move into the purchased property within 3 months<sup>55</sup>, unless another qualifying reason for SFA retention exists as directed in JSP 464, Volume 1, Part 1, Chapter 7, Section VIII, Para 0725 applies.

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

When assigned to sea-going units, SP may retain their previous SFA at another location, on application to the National Housing Prime Help Desk. To Note: Provision

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<sup>53</sup> SP already living in SLA at a FAM pilot site at point of rollout who support a SPR >50 miles from their unit (GYH claimants) can choose to transfer onto the MOH option of FAM if they wish and will be entitled to the Core Payment.

<sup>54</sup> Includes all SP in receipt of the same treatment by a different name e.g. Army Over 37 provision.

<sup>55</sup> This can be extended to 6 months by exception and with chain of command approval.

of the Core Payment to SP living on-board/at sea will be payable when additional accommodation costs are incurred, in accordance with Paras 0403b and 0405.

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

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

## **Section II – Payments and Allowances**

### **0404. Existing Accommodation Allowances**

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

### **0405. Core Payment for SLA**

The Core Payment is a fixed amount provided to SP to contribute towards accommodation costs. It does not vary according to site location and is also common to other accommodation options within the FAM pilot. SP should note that the payment is calculated as a daily rate and it will differ from month to month. SP in SLA are entitled to the Core Payment when the following conditions are met:

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

- (1) SLA is recorded on JPA as the SP's RWA and the SP has a designated SPR greater than 50 miles from their assigned pilot site;

and

- (2) SP ordinarily resides in SLA during the week and their SPR/Qualifying Residence at weekends.

or

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

SP retaining SFA or PRS at another location will not receive a SLA or CILOCT waiver but will receive a Core Payment.

**Only those SP meeting the above criteria are entitled to the Core Payment whilst occupying SLA at a FAM pilot site.**

## **Section III - SLA Charges**

### **0406. SLA Charging**

For all SP, SLA will be charged at the extant SLA charging rate for the type and grade of SLA occupied. Charges will be set annually within the Armed Forces Pay Review Body Directed Letter for Pay and Charges.

## **Section IV – Substitute SLA (SSSA)**

### **0407. SSSA Allocation**

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

**SSSA rules do not apply to the PRS option detailed within Chapter 2.**

# 5 The ‘Maintain Own Home’ Option

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# Chapter 5 - The ‘Maintain Own Home’ Option

## Section I – Maintain Own Home – Eligibility

### 0501. Eligibility

The Maintain Own Home (MOH) option is aimed at providing SP with a contribution towards UK accommodation costs<sup>56</sup> incurred as a result of maintaining and living in a property<sup>57</sup> that is either owned by the SP, or through a Shared Ownership scheme<sup>58</sup>, or a property that is privately rented away from work and does not meet the criteria of the PRS option as detailed in Chapter 2. SP meeting the FAM pilot site eligibility and SP entitlement conditions in Chapter 1 are entitled to request the Core Payment from the date they enrol into FAM subject to relevant evidence being provided in accordance with Paras 0502 a and b via submission of an Accommodation Preference Form when meeting the following criteria<sup>59</sup>:

- a. SP who **own or rent a property in the UK greater than 50 miles** from their assigned location at the point FAM rolls out at their site, or upon assignment to a FAM pilot site.<sup>60</sup> SP must live in the property and record this on JPA as their Selected Place of Residence (SPR). SP must reside in SLA during the week and record this on JPA as their Residence at Work address (RWA). SP on the MOH option may claim Get You Home Travel (GYH(T)) for journeys to their SPR but cannot claim Home to Duty (HDT). SP on the MOH option are not eligible for SFA or the PRS option at their FAM pilot site. The distance from the SP’s assigned unit and the location of the property will be calculated as the actual distance travelled, via the most direct route as provided by ‘Google Maps’ which is an appropriate mileage assessment tool **in accordance with JSP 752, Chapter 2, Para 02.0106.**

or

- b. SP who **purchase a home in any UK geographic location upon assignment, or during assignment, to a pilot site. SP entering into homeownership as part of their move to their new assignment at a pilot site or during the assignment at a pilot site, are eligible for the Core Payment.** This will only apply to SP with a property purchase completion date on or after the date of FAM go-live at the SP’s assigned FAM pilot site. **The payment will start on application to self-enrol onto FAM, once SP is eligible i.e. after ownership is obtained (the property completion date). Providing the assignment report for duty date is no later than the pilot end date (31 March 2023), SP who experience a delay purchasing their home,**

<sup>56</sup> Accommodation costs include, but are not limited to, mortgage, council tax and utility payments.

<sup>57</sup> A property is defined as a place of residence where council tax costs can be evidenced.

<sup>58</sup> Part buy, part rent.

<sup>59</sup> SP who subsequently become eligible to enrol into FAM are entitled to receive the Core Payment upon application to self-enrol in accordance with Para 0502. Backdated payments are not permitted.

<sup>60</sup> SP who have established a home independently in advance of pilot site commencement or any move to a pilot site i.e. completed on the property prior to being assigned to a pilot site, are eligible for the Core Payment. As SP is not moving properties, the payment will start on application to self-enrol onto FAM, once SP is eligible. This will be day one of the assignment at the pilot site or later.

resulting in the purchase completion date being after the pilot end date may still be eligible for FAM payments providing they can evidence it was due to circumstances outside their control, i.e. solicitors letter, may continue to acquire the property and receive entitled FAM payments.

- c. No FAM accommodation payments are payable prior to the SP's assigned FAM pilot site go-live date and no FAM accommodation payments will be paid retrospectively. FAM pilot site go-live dates are:

HMNB Clyde (Faslane) – 30 September 2019  
Aldershot Garrison – 31 January 2020  
RAF Wittering – 1 June 2020

- d. SP will not be eligible for FAM accommodation payments if the purchase is not completed by the pilot end date (31 March 2023) unless there was a delay and the conditions of Para 0501b are met. FAM payments started during the pilot will continue as Preserved Rights in accordance with Chapter 6.

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

- e. For a property greater than 50 miles from the pilot site:  
Record the purchased property on JPA as the SPR. For SP assigned to a pilot site, the SP must reside in SLA during the week and record this on JPA as their RWA. SP on the MOH option for a property greater than 50 miles from the assigned pilot site may claim GYH(T) for journeys to their SPR but cannot claim HDT. SP on the MOH option are not eligible for SFA or the PRS option at their FAM pilot site. SP who already occupy SFA as their RWA prior to the purchase of the property must move into the purchased property upon completion and record the new property as their SPR. SP choosing to remain in SFA after the purchase completion, forfeit their entitlement to the Maintain Own Home option and any supporting payments and allowances attributable to the MOH package. SP cannot be on two accommodation options at the same time.
- f. For a property 50 miles or less from the pilot site:  
Record the purchased property on JPA as their RWA address. SP on the MOH option for a property within 50 miles from the assigned pilot site may claim HDT, but cannot claim GYH(T). SP on the MOH option are not eligible for SFA or the PRS option at their FAM pilot site.

The distance from the SP's assigned unit and the location of the property will be calculated as the actual distance travelled, via the most direct route as provided by 'Google Maps' in accordance with JSP 752, Chapter 2, Para 02.0106, plus Chapter 7, Para 07.0303e and f for HDT claimants.

Approval for a MOH property to be used as a RWA for distances exceeding 50 miles are by exception and at the discretion and approval of the Commanding Officer. The

Commanding Officer must be content that daily commuting is being performed from the MOH property and that the SP's performance of their duties is not adversely affected by the long journey. Requesting permission to reside in a MOH property and use it as a RWA in excess of 50 miles reflects a personal choice and does not automatically confer eligibility for any other allowance. For travel allowance purposes SP entitlement is to be in accordance with Para 0501b(2).

Some Service appointments require personnel to work either in the home or be accommodated away from subordinates. Accordingly, SP serving unaccompanied who are accommodated in SFA by entitlement of appointment (in lieu of SLA)<sup>61</sup> and maintain a SPR will be eligible for the MOH Core Payment option. SP must live unaccompanied in SFA by entitlement of appointment during the week, recorded as their RWA on JPA, with their owned property recorded as their SPR. SP cannot rent out a property designated as a SPR.

For SP who have purchased land for a self-build property or a property for renovation, the Core Payment will commence when occupation of SFA is relinquished. If the purchase was made using FHTB, the completion of work must be in accordance with JSP 464, Volume 1, Part 1, Para 1220. Entitlement to SFA is prohibited if the property being renovated is already occupied as a home.

## **Section II - Payments under the MOH Option**

### **0502. Core Payment (MOH)**

SP meeting the criteria in Para 0501 will, upon application, be eligible for a contribution towards accommodation costs. This will be known as the Core Payment. The Core Payment does not vary according to site location and is also common to other accommodation options within the FAM pilot. SP should note that the payment is calculated as a daily rate and it will differ from month to month. The Core Payment for the MOH option is not to be used as security against the property purchase. It must be used towards accommodation costs and meet one of the following criteria:

**a. All SP owning, part owning or renting a property greater than 50 miles from the pilot site:**

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

**b. SP who have purchased (including Shared Ownership schemes) a property within 50 miles of the pilot site during the pilot:**

SP must use the Core Payment to pay for accommodation costs incurred at the maintained home (recorded as their RWA). Accommodation costs

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<sup>61</sup> This applies to Regular SP who fall into the entitlement by appointment criteria as per JSP 464, Volume 1, Part 1, Chapter 3, Para 0302 and Volume 2, Part 1, Chapter 4, Para 4.110.



must equal to or greater than the value of the Core Payment. (If SP monthly accommodation costs fall below the value of the Core Payment it will be abated accordingly.) Evidence of ownership and date of purchase completion is via production of the legal conveyancing completion statement (Known as the Date of Entry/Settlement date, on the title sheet in Scotland).

In instances where Unit HR are in possession of evidence prior to an SP opting into FAM, this will be validated upon the SP's request to enrol.

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

The aim of the Forces Help to Buy (FHTB), and its predecessor the Long Service Advance of Pay (LSAP), are schemes aimed at encouraging and supporting home ownership amongst eligible SP. LSAP is now closed to new applications, but new FHTB applications may be used in conjunction with the FAM MOH option. The LSAP policy laid down in JSP 752, Chapter 5, Section 7 and FHTB policy laid down in JSP 464, Part 1, Chapter 12 take precedence and all SP purchasing, or who have already purchased, a home using either LSAP or FHTB must abide by the LSAP and FHTB policy before applying the FAM policy detailed within this JSP. SP who have purchased a home using FHTB within 50 miles of their assigned site must live in the property purchased and are not eligible for SFA or the PRS FAM option.

### **0504. Dual Serving Military SP**

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

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

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

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

#### Property greater than 50 miles from primary SP's assigned FAM site:

- a. The SP with primary status is to record the property being maintained as their SPR on JPA.



- b. The SP nominated as primary status will be entitled to a Core Payment.
- c. The SP with secondary status will not be entitled to a FAM accommodation subsidy (see Para 0504b).
- d. Both SP are entitled to request SLA at their assigned unit/s, even when they are assigned to the same duty station. (When assigned to the same unit both SP also retain eligibility to request SFA at their assigned duty station, in accordance with current accommodation policy. To Note: SFA is an alternative to the MOH package and if SFA is preferred over SLA and the MOH option, this must be requested and annotated on the FAM Accommodation Preference Form submitted by the Primary SP. SP cannot be on two FAM accommodation options simultaneously.

Property within 50 miles of the assigned FAM site:

- a. The SP with primary status is to record the property being maintained as their RWA on JPA. The SP nominated as primary status will be entitled to a Core Payment and must reside in the property.
- b. If the property maintained by the primary SP is 10 miles<sup>62</sup> or less from the secondary SP's assigned unit this is deemed accompanied service. The secondary SP is to record the property as their RWA on JPA. They will not be entitled to a FAM accommodation subsidy (see Para 0504b).
- c. If the property maintained by the primary SP is greater than 10 miles<sup>48</sup> from the secondary SP's assigned unit, the secondary SP is entitled to an alternative RWA at their FAM duty station. In this instance the secondary SP can choose between continuing to live in the property or receiving either a Core Payment (Chapter 2, Section II, Para 0203) or Rental Payment Band A (Annex C) to contribute towards their alternative weeknight accommodation.
- d. When one SP of a dual serving military couple is assigned to a non-FAM pilot site the following will apply:

(1) Primary SP assigned to a non-FAM site:

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

(2) Secondary SP assigned to a non-FAM site:

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<sup>62</sup> Can be extended to 20 miles in exceptional circumstances and where the daily travel to duty station is agreed by the Local Service Commander. Housing Colonel approval is required for Local Service Commanders seeking their own provision out to 20 miles.

- (a) Where the secondary SP is assigned to a non-FAM unit 10 miles<sup>48</sup> or less from the SPR this is deemed as accompanied service. The secondary SP is to record the property as their RWA on JPA. They will not be entitled to a FAM accommodation subsidy (see Para 0504b).
- (b) Where the secondary SP is assigned to a non-FAM unit greater than 10 miles<sup>48</sup> of the SPR they are entitled to an alternative RWA at their duty station and receive a SLA waiver (if SLA is used).

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

Dual serving military SP who are not in a relationship: Dual serving military SP who meet the eligibility criteria detailed at Para 0501 who are not in a relationship, but jointly purchase a home, will only be entitled to a single Core Payment under the maintain own home option.

## Section III – Relevant Allowances

### 0505. Relevant Allowances

SP who have purchased a home during the pilot with an approved Accommodation Preference Form as per Para 0501b will be entitled to a supported move with the relevant allowances in accordance with JSP 752, when first purchasing a property under FAM, or when relocating as the result of a notice to move via receipt of an assignment order as follows:

SP moving to a pilot site on assignment:

- a. First purchase ever (First-Time Buyer)<sup>63</sup> - Disturbance Expense, Movement and Storage of Personal Effects (MSPE), FAM Refund of Legal Expenses (New Buyer) (RLE(NB)).
- b. First purchase on the pilot - Disturbance Expense, MSPE only.

SP moving at a pilot site during an assignment:

- a. First purchase ever (First-Time Buyer)<sup>62</sup> - Disturbance Expense, MSPE, RLE(NB).
- b. First purchase on the pilot - Voluntary Mid Assignment Moves contribution (Para 0713).

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<sup>63</sup>In order to count as a first-time buyer, SP must not, either alone or with others, have previously purchased or acquired a major interest (e.g. an inheritance) in a property or an equivalent interest in land situated anywhere in the world that was subsequently occupied by the SP as a place of residence.

These relocation allowances are detailed below and summarised within Annex E.

Where SP chose the MOH option mid-assignment and are not moving on assignment nor are a first-time buyer, they may be eligible to claim a contribution towards the costs of moving. See Voluntary Mid-Assignment Moves, Para 0713 refers.

a. Disturbance Expense

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

b. Movement and Storage of Personal Effects (MSPE)

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

c. FAM Refund of Legal Expenses (New Buyer) – RLE(NB)

To support SP in purchasing their own home, SP will be entitled to the FAM RLE(NB) payment when choosing to enter into home ownership as a first-time buyer. To note, SP must have purchased their property within the duration of the FAM pilot (and not prior thereto). Entitlement to RLE(NB) under the MOH option is a once only payment during a SP's service career; aimed at contributing towards the costs of legal expenses and legal fees incurred when purchasing a home. RLE(NB) is a reimbursement payment for actual receipted costs paid to a solicitor or conveyancing legal professional and is capped at an upper limit of £1,500. RLE(NB) can only be claimed in arrears on the completion of the house purchase and on production of the actual legal expense costs paid by the SP<sup>64</sup> in accordance with the time limits set out in JSP 752(FAM), Chapter 1. Evidence showing date of purchase completion is via production of the legal conveyancing completion statement (Known as the Date of Entry/Settlement date, on the title sheet in Scotland). For taxation purposes, RLE(NB) expense is covered by the existing HMRC Relocation rules (See JSP 752). Fees qualifying for reimbursement fall into the following categories:

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<sup>64</sup> Costs incurred for house purchases that fall through and do not progress to completion cannot be claimed against RLE(NB). However, SP in this position do remain eligible to claim RLE(NB) at a later date upon completion of their first house purchase.

To Note SP demonstrating that a purchase was unable to be completed for unforeseen service reasons are eligible to claim for costs incurred and also remain eligible for RLE(NB) at a later date upon completion of their first house purchase.

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

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

## **Section IV – Change of Circumstances**

### **0506. Guiding Principles**

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

#### **a. Estrangement/Divorce/Separation**

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

#### **b. Death of SP**

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

# 6 Moving off the pilot/Moving from a pilot site

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# Chapter 6 - Moving off the pilot/Moving from a pilot site

## Section I - Preserved Rights

### 0601. Eligibility

Following the end of the FAM pilot (31 March 2023), or when SP are assigned away from a FAM pilot site to a non-FAM location, FAM eligibility to subsidised accommodation may continue at the pilot site beyond the pilot end date and also be transferrable to the non-FAM site. This retained entitlement is referred to as 'Preserved Rights' (PR) and will apply during the pilot and continue for up to a maximum of three years from the pilot end date<sup>65</sup>.

Retention of eligibility beyond the end of the pilot is aimed at continuity of accommodation support for those SP that have been afforded access to a new accommodation entitlement based on the needs of the SP and their family during the pilot<sup>66</sup>, or those SP that have undertaken a long-term lifestyle choice and purchased a property whilst at a FAM site.

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

To retain PR entitlement, it must be applied continuously after the pilot has ended and when the SP is assigned away from a FAM pilot site<sup>67</sup>:

- a. SP remaining at a pilot site at the end of the pilot. PR will be applied through the continuation of support experienced under the pilot and will last for up to a maximum of three years, in accordance with the eligibility at Para 0601.
- b. SP assigned away from a FAM pilot site. Upon assignment away from a FAM pilot site to a non-FAM site<sup>68</sup>, SP choosing not to exert their entitlement to PR at the non-FAM site are deemed to have opted out of PR and are not eligible

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<sup>65</sup> Should the needs based entitlement piloted during FAM continue beyond the pilot end date (31 March 2023), SP will continue to reside in the approved accommodation option at the pilot site at the entitlement provided by FAM and continue to receive any associated payments. Preserved Rights will be provided up to a maximum of three years.

<sup>66</sup> Continuation of payments post pilot will be subject to the SP having acquired a FAM accommodation entitlement during the pilot.

<sup>67</sup> PR will no longer apply if the property linked to the Core Payment ceases to be the primary residence. Exception may be granted when the assignment directly after a FAM pilot site is an unaccompanied post and the SP is unable to exert their FAM PR rights for service reasons.

<sup>68</sup> SP reassigned to the same pilot site will receive PR in accordance with Para 0601a.

to return to their PR rights later.<sup>69</sup> For those retaining their entitlement, PR will be applied as follows:

- (1) PR for newly eligible SP in SFA or PRS including LTR(E) and SP who have greater than 80 nights child visitation

Newly eligible SP that have been able to live in family subsidised accommodation, either in SFA or the PRS, under the widened eligibility of FAM will be granted PR and retention of their entitled status at the end of the pilot or when leaving a FAM pilot site (in accordance with the eligibility at Para 0601), providing they are able to re-affirm the evidence previously provided supports a continuing requirement for retention of entitled status.

PR for newly eligible SP at non-FAM sites will be delivered through the provision of SFA **only**<sup>70</sup> (and SSFA where insufficient SFA is available) in accordance with extant accommodation policy (JSP 464, Vol 1, Part 1) as the PRS option is not available at non-FAM sites. Providing SP meet the FAM pilot eligibility criteria within Chapter 1, newly eligible SP at a FAM pilot site are in scope for PR regardless of whether or not they exercised their right to FAM accommodation at the pilot site.

To Note.

SP cannot apply for LTR(E) status **or greater than 80 nights child visitation** after leaving the FAM pilot site to qualify for PR retrospectively.

- (2) PR for **PRS & MOH when** assigned to a **non-pilot site within 50 miles of the existing home**

SP assigned away from a pilot site to a non-FAM site located within 50 miles of their existing RWA or SPR, who were in receipt of a Rental Payment (**PRS**) or Core Payment (**MOH**) **during the pilot**, are not required to relocate to a new property in order to retain their PR. FAM payments will continue **in accordance with the eligibility at Para 0601**, or until the SP moves properties to a site **more than 50 miles** from their existing RWA or SPR (**see Para 0601b(3)**).

- (3) PR for **PRS & MOH when** assigned to a **non-pilot site in excess of 50 miles** of their home

SP who resided in the PRS option during the pilot, who are assigned to a non-FAM pilot site greater than 50 miles<sup>71</sup> from this property, can no longer receive the PRS rental payment to stay in that property. PR will be applied at the non-FAM site as per Para 0601b(1). If the SP wishes

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<sup>69</sup> SP who do not use their PR at a non-FAM site, but who then subsequently **assigned** to a FAM site will once again be entitled to PR upon leaving the FAM site **if it occurs before the pilot end date**, as long as it is utilised continuously.

<sup>70</sup> With the exception of those assigned to a new location that is still within 50 miles of their existing PRS property. See Para 0601b(2).

<sup>71</sup> SP on the MOH option within 50 miles of a pilot site (bought during pilot) who are subsequently posted over 50 miles away from their RWA will be required to live in SLA during the week. The Core Payment can be used towards payment of the SLA.



to remain in the property and record it as a SPR, then PR is provided through a move onto the MOH package and entitlement to the MOH Core Payment – see (5) below.

SP approved for home ownership during the pilot and who lived in this property, as either their RWA or SPR, and are in receipt of the MOH Core Payment will retain PR when leaving a FAM pilot site. SP falling into this category will continue to be provided with the MOH Core Payment after leaving the pilot site in accordance with the eligibility criteria at Para 0601. To continue to receive PR, SP will be required to provide evidence that they continue to reside in the purchased property approved on the FAM pilot. Evidence can be in the form of HDT, GYH, or other related financial documentation in accordance with JSP 752. PR would cease if the SP sold their home or no longer use it as their SPR.

(4) PR for SP assigned away from a FAM pilot site within the first six months

SP assigned unexpectedly early from a pilot site within six months of their duty assignment to a pilot site, or within the first six months of moving onto a FAM accommodation option at a pilot site, will be eligible for PR and can transfer their accommodation entitlement at the pilot site to the non-FAM site. To retain PR at the assigned non-FAM site, SP must meet one of the criteria detailed in Para 0601b(1)-(3) and be in receipt of a written notice to move in the form of an assignment order.

(5) PR for SLA when maintaining an SPR over 50 miles from a non-FAM site

Newly eligible SP who are assigned from a FAM pilot site to a non-FAM site will receive the Core Payment to contribute to accommodation costs including SLA. In instances where the value of the Core Payment is less than the SLA waiver, the SLA waiver will continue to be provided in lieu of the Core Payment, see Note below.

SP wishing to retain their PRS property as a SPR, will no longer be eligible to receive the Rental Payment (see Para 0601b(3)). Rental Payments will cease on the date of assignment away from the FAM pilot site and the SP will be entitled to PR in the form of either a SLA waiver or a Core Payment.

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

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

## **0602. PR Overseas**

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

### **a. SFA**

SP who have been supported to cohabit in SFA with their LTR(E) partner are eligible to continue to receive PR in the form of continued access to SFA in the UK. The SP will be entitled to SLA at the overseas site and the LTR(E) partner may continue to reside in the SFA at the pilot site in which they cohabitated during the pilot **and post pilot**<sup>72</sup>. A move to SFA at an alternative location within the UK may be requested in exceptional circumstances, or where this allows pre-positioning of the family at the location to which the SP is assigned on return to the UK. This is subject to SFA availability and is at the discretion of the Commanding Officer and DIO.

### **b. PRS**

SP who have been supported to cohabit in the PRS with their LTR(E) partner are eligible to continue to receive PR in the form of continued access to the PRS or SFA in the UK. The SP will be entitled to SLA at the overseas site and the LTR(E) partner may continue to reside in the PRS property at the pilot site in which they cohabited during the pilot **and post pilot**<sup>73</sup>. A move to SFA at an alternative location within the UK may be requested in exceptional circumstances, or where this allows pre-positioning of the family at the location to which the SP is assigned on return to the UK. This is subject to SFA availability and is at the discretion of the Commanding Officer and DIO.

### **c. New Home Owner**

SP who have purchased a property, and resided in it during the pilot as either their RWA or SPR, are eligible to continue to receive PR in the form of the Core Payment when assigned overseas. For eligibility to continue the property must either continue to be lived in by the SP's spouse, Civil Partner or LTR(E) partner, or be retained unoccupied as a Privately Maintained Property, JSP 752, Chapter 7, Para 07.0409 refers. The purchased property must not be rented out.

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

### **0603. Retention at the pilot location**

Where SP would ordinarily have been entitled under extant accommodation policy to apply to retain SFA at the pilot location, whilst occupying SLA at a new location (JSP

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<sup>72</sup> Up to a maximum of 3 years from pilot end date and where the application of PR has been continuous since leaving a pilot site.

464, Volume 1, Part 1, Chapter 7, Section VIII, Para 0725), this entitlement will continue when SP are assigned away from a FAM pilot site but with the addition of the overriding amendments listed below. Retention at the pilot site can be either SFA and is applied for using Annex A to Chapter 7 in JSP 464, Volume 1, Part 1 or PRS<sup>73</sup> using Annex N to this Volume, depending on the accommodation option the SP was occupying at the pilot site at the point of assignment:

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

When re-assigned to sea-going units, SP may retain their current SFA or PRS at the pilot site, on application to the National Housing Prime Help Desk.

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

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

For other instances where SFA or the PRS property can be retained see extant policy within JSP 464, Volume 1, Part 1, Chapter 7, Section VIII.

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<sup>73</sup> See Para 0601a for retention of rented or purchased property within 50 miles of assigned non-pilot site.

# 7 Accommodation Payments and Allowances

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# Chapter 7 - Accommodation Payments and Allowances

## Section I - Existing Accommodation Allowances

### 0701. Guiding Principles

There is no intent to create bespoke allowances for the duration of the FAM pilot. However, widened eligibility under the FAM pilot requires existing allowances (currently limited to specific PStat Cats), to be amended to ensure newly eligible SP have the same access to these allowances. Entitlement and eligibility to these allowances will be in accordance with the FAM pilot supplement to JSP 752 (Tri-Service Regulations for Expenses and Allowances).

## Section II – New FAM Payments and Exclusions

### 0702. Guiding Principles

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

They will be paid to eligible SP during the pilot and after the end of the pilot (31 March 2023) if the SP is eligible for Preserved Rights in accordance with Chapter 6.

### 0703. Core Payment

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

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

### 0704. Geographic Payment

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

The payment will be provided so that during the pilot, for SP with the same bedroom entitlement, their SP personal contribution towards their accommodation cost remain broadly constant across all locations when renting a property equivalent to SFA<sup>74</sup>.

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<sup>74</sup> Benchmark Personal Contributions across all Rental Payment Bands are based on CAAS Band B. The Personal Contribution for SP requiring a bespoke Rental Payment rate due to TP (Annex F) will be calculated at an equal amount to CAAS Band B charge for the SFA type to which they would ordinarily be entitled.

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

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

#### **0705. FAM Expenses (Transaction Costs)**

SP will receive a payment to cover the actual costs associated with sourcing and signing a tenancy agreement. Such costs might include rental agency fees, bank fees, condition survey fees and credit check fees.

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

#### **0706. Early Surrender Relief**

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

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

#### **0707. Accommodation Cost Overlap**

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

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

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

#### **0708. Council Tax (Geographic Adjustment)**

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

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

#### **0709. FAM Deposit plus one month's rent**

The purpose of this payment is to provide the SP with the sum of money required by the landlord as security for the condition of the property at the end of the letting and

for the advance of the first month's rent. The deposit must be held in one of the formal tenancy deposit holding schemes and is capped according to English or Scottish law.

Further information on the advance of deposit plus one month's rent can be found at Chapter 2, Section V, Para 0222.

#### **0710. Rental Advance**

The aim of this payment is to help the SP's cashflow when the commencement of the Rental Payment cannot be aligned with the timescales required to commence payment of rent to the landlord/rental agency.

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

#### **0711. Rental Advance in Lieu of Guarantor**

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

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

#### **0712. Additional Loans and Benefits in Kind**

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

#### **0713. Voluntary Mid-Assignment Moves**

SP whose home<sup>75</sup> is in SFA, SSFA, SLA or SSSA at a pilot site wanting to move into PRS or opt to purchase a home mid-assignment<sup>76</sup> for personal reasons can apply for a contribution towards any costs of moving using the form at Annex O **no later than 90 days after completion**. Such SP must first meet the FAM eligibility requirements, Para 0101 refers, and submit an Accommodation Preference Form to establish either acceptance on to the FAM pilot scheme or notification of change of accommodation option if already in the scheme. Where a Service couple occupy the same SFA/SSFA, only one individual is entitled to claim the contribution.

The contribution is a once only payment during the FAM pilot and will be limited to the total expenditure or £2,000, whichever is the lower. **SP who experience a delay purchasing or renting their home, resulting in the completion date being after the pilot end date may still be eligible to apply for the contributions providing they can**

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<sup>75</sup> Moves between properties already in the private housing market are excluded.

<sup>76</sup> Excludes moves to and from the pilot site on assignment.



evidence it was due to circumstances outside their control i.e. solicitors/rental agency letter.

Note. Where SP are opting to purchase a home for the first time ever, they are already eligible to claim Disturbance Expense, MSPE and Refund of Expenses (New Buyer). First-time buyers may not claim the Voluntary Mid-Assignment Moves contribution.

#### Expenses Covered by the Contribution

FAM will contribute towards expenditure incurred as a result of moving property. The following list gives an indication of the type of expense and is not exhaustive:

- a. Legal fees paid to a solicitor or conveyancing legal professional;
- b. Land Registry charges;
- c. Telegraphic Transfers;
- d. Searches;
- e. Preparation of current accommodation for march out/sale/letting (e.g. the cost of paint for making good, commercial cleaning, window cleaning, dry cleaning, laundry);
- f. Mail redirection;
- g. Additional cost of postage/telephone calls;
- h. Loss of food (opened packets/non transportable);
- i. Installation of domestic appliances;
- j. Alterations to electrical fittings (e.g. plug/voltage changes on assignment to/from overseas);
- k. Clearance of garden/household rubbish;
- l. Provision or alteration of furnishings;
- m. Installation of Satellite/Cable Equipment;
- n. Insurance of stored items;
- o. Packaging;
- p. Vehicle and/or trailer hire; and
- q. Removal company costs.

#### Income Tax and National Insurance Contributions

In accordance with ITEPA 2003 Section 271 to 287 elements of removal expenses are taxable. Tax and NICs incurred as a result of a mid-assignment move for personal reasons are not covered by those regulations. Consequently, tax and NIC liabilities incurred as a result of claiming this contribution will be met by the SP.

# 8 Challenges and Complaints

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# Chapter 8 – Challenges and Complaints

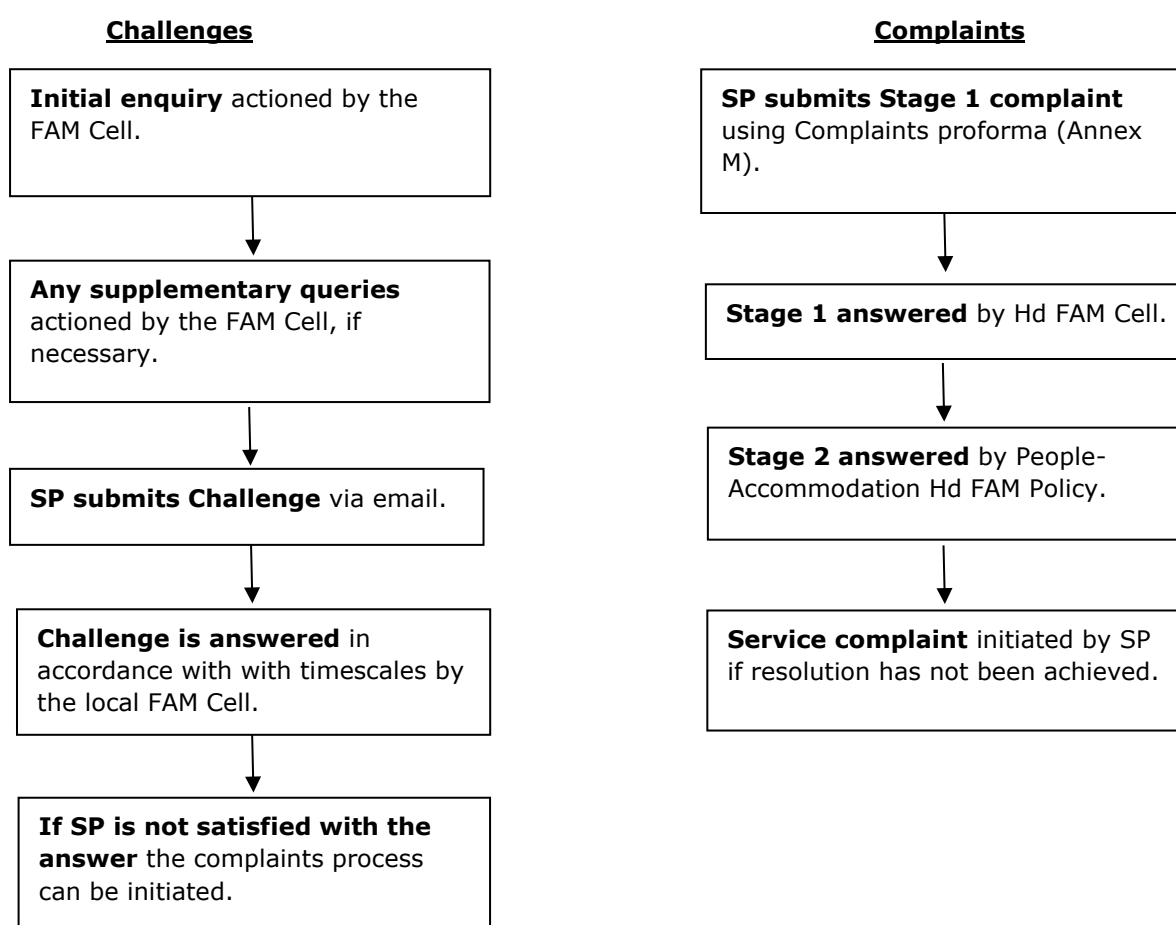
## Section I – Introduction

### 0801. Consistency of Treatment

Challenges and complaints related to processes introduced by the FAM pilot will be treated in accordance with this chapter. In accordance with JSP 831 - Redress of Individual Grievances: Service Complaints, the challenge process (if applicable) and both stages of the FAM complaints process should be completed prior to submission of a Service Complaint<sup>77</sup>.

### 0802. Scope

Challenges are defined as grievances to perceived unfairness within the FAM pilot policy. Complaints must relate to an interpretation of policy relating to an action (or inaction) perceived as unfair in the delivery of accommodation as part of the FAM pilot. The process for managing both processes is illustrated at below:



<sup>77</sup> JSP 831, Part 1, Section 2 – Completing a special-to-type process before making a service complaint.

## Section II – Challenges

### 0803. Introduction

SP should raise any challenges relating to FAM pilot policy by writing or e-mailing to the pilot site FAM Cell. The challenge must clearly detail the issue; any change being sought and the justification for the changes, including any issue of potential discrimination. The challenge will be judged to determine if either the interpretation of FAM pilot policy is correct and/or whether the policy should be amended. If the SP is not satisfied with the decision to their challenge, they can initiate a complaint at the conclusion of the challenges process – See Section III below.

### 0804. Challenges Handling

The challenge will be dealt with expeditiously but not at the expense of matters being properly reviewed and given full consideration.

#### a. Response Timings

SP should be kept informed throughout the progress of their challenge and the following response timings should be followed wherever possible.

Timings are stated from receipt of the challenge.

	<b>Acknowledgement within</b>	<b>Response, or update, within</b>	<b>Subsequent updates, if required</b>
<b>Challenge</b>	3 working days	28 working days	5 working days

#### b. Out of Scope Assessment

Where the challenge is outside the remit of the challenge process, this should be clearly identified at the earliest opportunity and managed as a complaint.

This should be communicated to the SP at the earliest opportunity. Time elapsed will count towards Stage 1 of the complaints process.

### 0805. Assurance of Challenges Handling

The chain of command in MOD Defence People-Accommodation responsible for the management of the FAM Cell is responsible for assuring the effective delivery of the challenges process. This is undertaken through regular audits.

### 0806. Summary

The FAM Pilot Challenges Process is intended to ensure matters are dealt with fairly, effectively and in a timely manner. Its successful delivery is reliant upon effective communication throughout the process to ensure SP are kept informed throughout the process.

## Section III – Complaints (Two Stage Approach)

### 0807. Out of Scope

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

- a. **Allocation of Service provided accommodation** Complaints about SFA, SSFA, SLA, SSSA are covered by the complaints procedure in JSP 464, Volume 1, Part 1.
- b. **Maintenance of Service provided accommodation including damages, deficiencies, and associated charges** Complaints about SFA, SSFA, SLA, SSSA are administered using the three-stage process detailed in JSP 464, Volume 1, Part 1.
- c. **Disputes with Private landlords** Matters between a tenant and a landlord are a private matter. Details on tenants' rights are available from numerous public sources including Citizens Advice.
- d. **Core Payment** This element of the Rental Payment is a fixed amount not subject to change.
- e. **Forces Help to Buy scheme** This is covered by the Casework and Appeals process detailed in accordance with JSP 752, Part 1.
- f. **Accommodation related Allowances** These are covered by the Casework and Appeals process detailed in accordance with JSP 752, Part 1.
- g. **CAAS Charging** This is administered using the CAAS Challenge and Appeal process in accordance with JSP 464, Volume 3, Part 1.
- h. **Cohabitation including registering and establishing a Long Term Relationship** This is covered by the complaints procedure in JSP 464, Volume 1, Part 1.

#### **0808. FAM pilot Complaints Process**

The two stage complaints process is summarised as follows:

##### **a. Stage 1 - Complaint**

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

##### **b. Stage 2 - Application for Review**

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

### 0809. Powers of Redress

Hd FAM Policy has the power to consider where policy may or may not have been interpreted correctly and provide appropriate redress.

### 0810. Submission

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

#### a. Stage 1

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

#### b. Stage 2

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

### 0811. Timings

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

	Submission within
<b>Stage 1</b>	28 working days of the incident/closure of the challenge
<b>Stage 2</b>	28 working days from receipt of the Stage 1 response

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

### 0812. Complaint/Application for Review Handling

Each stage of the complaints process will be dealt with expeditiously but not at the expense of matters being properly reviewed and given full consideration.

#### a. Response Timings

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

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

#### b. Out of Scope Assessment

Where the scope of the complaint is outside the remit of the complaints process, this should be clearly identified at the earliest opportunity and communicated to the complainant to avoid any delay in them pursuing an alternative resolution.

**c. Redress Sought**

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

**d. Closure**

A formal response is required to close the complaint at Stage 1 before a Stage 2 Application for Review can commence if the complainant is dissatisfied with the Stage 1 response. Similarly, a formal response is required to close the complaint at Stage 2 before a Service Complaint can be initiated if the complainant remains dissatisfied with the response.

**e. Reopening Complaints**

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

**0813. Assurance of Complaints Handling**

The assurance of complaints handling at each stage of the process is carried out as follows:

**a. Stage 1**

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

**b. Stage 2**

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

**0814. Summary**

The FAM pilot Complaints Process is intended to ensure matters are dealt with fairly, effectively and in a timely manner. Its successful delivery is reliant upon effective



communication at each stage and complainants should be kept informed throughout the process.

## **V - Annexes**

<b>ANNEX A -</b>	<b>1.1</b>	Application for recognition of child visitation for greater than 80 nights per calendar year
<b>ANNEX B -</b>	<b>1.2</b>	Transitional Protection Entitlement
<b>ANNEX C -</b>	<b>1.3</b>	Rental Payment Bands - Entitlement
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<b>ANNEX J -</b>	<b>1.10</b>	Dual Serving Military SP – Rental Payment breakdown comparison to 2 SP (not in a relationship) and SP in a relationship with a civilian
<b>ANNEX K -</b>	<b>1.11</b>	Renting below Entitled Benchmark Cost – the FAM Gainshare approach
<b>ANNEX L -</b>	<b>1.12</b>	Accommodation Cost Overlap Policy
<b>ANNEX M -</b>	<b>1.13</b>	Complaint/Application to Review Form
<b>ANNEX N -</b>	<b>1.14</b>	Format for Casework in Support of PRS Retention
<b>ANNEX O -</b>	<b>1.15</b>	Application form for Contribution to costs for Voluntary Mid-Assignment Moves

## Annex A

A digital version of Annex A is available from the local FAM cells:

**HMNB Clyde:** People-FAMCELL-CLY@mod.gov.uk

**Aldershot:** People-FAMCELL-ALD@mod.gov.uk

**RAF Wittering:** People-FAMCELL-WIT@mod.gov.uk.

### 1.1 Application for recognition of child visitation for greater than 80 nights per calendar year

#### Section A – Service Person

Service Number:	Rank:	Initials:	Surname:
Service:	Unit/Ship:		
PStat Cat:	Address:		

#### Section B – Recognised Child/ren

Child/ren' Details:

Child 1		
Forename(s):	Surname:	Date of Birth:
Child's Permanent Address:		

Child 2		
Forename(s):	Surname:	Date of Birth:
Child's Permanent Address:		

Child 3		
Forename(s):	Surname:	Date of Birth:
Child's Permanent Address:		

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Child 4		
Forename(s):	Surname:	Date of Birth:
Child's Permanent Address:		

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

i. I am the legally recognised parent of the child/ren at Section B as: *(tick only one box in part i.)*<sup>78</sup>

- ☐ The child's birth parent (through production of a Birth Certificate)
- ☐ The child's adoptive parent (through production of an Adoption Certificate)
- ☐ The child's parent (through production of a Statutory Declaration of Parentage form,
- ☐ The child's parent (through production of either a Parental Responsibility Agreement or Parental Responsibility Order.)

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

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

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

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

**a. Evidence of parentage:**

.....(document name)

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

.....(document name)

<sup>78</sup> In the case of more than one child, and where the parentage type differs between the children, a separate form must be completed for each child.

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

Signature	Name	Date
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**Section D - Unit HR Staff Action** (tick and sign to confirm agreement)

☐ I certify that I have seen the supporting documentation and the child/ren detailed within Section B are recognised from the date of this signed authorised application.

Or

☐ The child/ren detailed within Section B relationship are not recognised. Further information is required for the following reasons:

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

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

Service Person Signature	Name	Date
Unit HR Signature	Name	Date

## 1.2 Transitional Protection Entitlement at a FAM pilot site

Primary Accom Option	SP Cohort	JSP 464 Extant Policy (Volumes 1 and 2)	FAM pilot Policy	Entitled to TP?
SLA	All	All SP entitled to request SLA in accordance with JSP 464, Volume 2.	All SP remain entitled to request SLA in accordance with JSP 464, Volume 2.	No <sup>79</sup>
SFA	Currently Entitled	-OR SP currently entitled to request and retain SFA based on rank (OR 8-9) and/or family size in accordance with JSP 464, Volume 1. -OF SP currently entitled to request and retain SFA based on rank in accordance with JSP 464, Volume 1.	Currently entitled SP who select, and are allocated, SFA may experience a reduction in their entitlement under FAM due to a change from rank-based to a needs-based approach. These SP should be protected and be offered SFA at their current JSP 464 entitlement level.	Yes
SFA	Newly Eligible	No current entitlement or eligibility to SFA under existing JSP 464 accommodation policy.	Newly eligible SP who select, and are allocated, SFA are being offered an accommodation subsidy and choice not previously available to them. These SP do not experience any reduction in subsidy and therefore do not require TP.	No
PRS (allocated as non-preferred choice)	Currently Entitled	An accommodation subsidy to live in PRS does not currently exist in JSP 464 policy.	SP who are currently entitled to SFA and select SFA as their preference but, due to a lack of availability, are allocated PRS could experience a reduction in subsidy under FAM. This cohort would receive TP as they would see a reduced subsidy in the PRS that they would not have experienced in their preferred choice of SFA.	Yes
PRS (allocated as non-	Newly Eligible	An accommodation subsidy to live in PRS	Newly eligible SP who select SFA as a preference but, due to a lack of availability, are	No

<sup>79</sup> In Maintain own Home option, when SP request SLA ≤ the Core Payment value, but are allocated SLA greater than the Core Payment value, they are disadvantaged by the removal of the SLA waiver and in this instance TP would apply.

Primary Accom Option	SP Cohort	JSP 464 Extant Policy (Volumes 1 and 2)	FAM pilot Policy	Entitled to TP?
preferred choice)		does not currently exist in JSP 464 policy.	allocated PRS are still in receipt of an accommodation offer and subsidy previously unavailable to them in the current accommodation offer. This cohort experience a positive change in entitlement in both SFA and PRS and therefore do not require TP.	
PRS (selected and allocated as preferred choice)	Currently Entitled	An accommodation subsidy to live in PRS does not currently exist in JSP 464 policy.	SP entitled to an accommodation subsidy within current policy, but who <u>select</u> PRS as their preference, and are allocated PRS, could experience a reduction in subsidy under FAM. However, SP in this cohort have shown a preference for the PRS, are aware and have accepted any changes in entitlement when moving into the PRS.	No
PRS (selected and allocated as preferred choice)	Newly Eligible	An accommodation subsidy to live in PRS does not currently exist in JSP 464 policy.	Newly eligible SP who <u>select</u> PRS as their preference, and are allocated PRS are in receipt of an accommodation offer and subsidy previously unavailable to them in the current accommodation offer. This cohort experience a positive change in entitlement and therefore do not require TP.	No
Maintain Own Home	Currently Entitled	Married SP and SP in a Civil Partnership are currently entitled to SFA and/or SLA.	SP who are married or in a Civil Partnership, who continue to live in or purchase their own home will experience either a positive or nil change under FAM. Introduction of a Core Payment would be an improvement on the existing offer for SP living in their own accommodation. Those SP who	No <sup>80</sup>

<sup>80</sup> In Maintain own Home option, when SP request SLA ≤ the Core Payment value, but are allocated SLA greater than the Core Payment value, they are disadvantaged by the removal of the SLA waiver and in this instance TP would apply.



Primary Accom Option	SP Cohort	JSP 464 Extant Policy (Volumes 1 and 2)	FAM pilot Policy	Entitled to TP?
			<p>are married or in a Civil Partnership who utilise SLA for weeknight accommodation would see their SLA waiver removed under FAM. However, the Core Payment would, on average, offset the SLA charge in full for 15 of the 20 SLA types and grades. The 5 SLA types where the charge exceeds the Core Payment, are Grade 1 &amp; 2 SLA for OFs and Grade 1 for ORs 5-9.</p> <p>When SP request, and are allocated, SLA ≤ the Core Payment value they are not disadvantaged by the removal of the SLA waiver, therefore TP would not apply. When SP choose SLA greater than the Core Payment value as their preference TP would not apply.</p>	
Maintain Own Home	Newly Eligible	Single SP are currently entitled to SLA.	<p>Single SP who continue to live in or purchase their own home will experience a positive change under FAM. Introduction of a Core Payment would be an improvement on the existing offer for SP living in their own accommodation. Single SP are not entitled to the current SLA waiver and would therefore not be disadvantaged by its removal. Those SP who pay for weeknight SLA would now receive a Core Payment to put towards its cost.</p>	No

### 1.3 Rental Payment Bands – Entitlement

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

## 1.4 PRS - Relocation and entitled payments

	Deposit Advance	Disturbance Expense	Early Surrender Relief	FAM Expenses (Transaction Costs)	MSPE	Property Sourcing	Rental Advance	Rental Advance in Lieu of Guarantor	Accom Cost Overlap
On receipt of assignment order	✓	✓	✓	✓	✓	✓	✓	✓	✓
Change of family size	✓	✓	✗	*	✓	*	✗	✗	✗
Promotion	*	*	✗	*	*	*	✗	✗	✗
Security/Personal safety	✓	✓	✓	✓	✓	✓	✓	✓	✓
Evictions	*	*	*	*	*	*	*	*	*
Welfare, Medical, Compassionate	*	*	*	*	*	*	*	*	*
Relationship Breakdown/ Estrangement	✗	✗	✗	*	*	*	✗	✗	✗
Sharing a tenancy agreement with others	✓	SINGLE RATE	✓	✓	SINGLE RATE	✓	✓	✓	✓

✓ Relocation event eligible for supporting allowance

✗ Relocation event not eligible for supporting allowance

\* Relocation event eligibility subject to specific conditions, e.g. where there is eligibility for TP

### 1.5 Maintain Own Home – Relocation and entitled allowances/payments

Type of Move	Situation	DE	MSPE	RLE (NB)
First purchase ever (First-time buyer)	SP already assigned to a pilot site, purchasing a home mid-assignment on rollout of FAM at the site	✓	✓	✓
First purchase on the pilot		✗	✗	✗
		Assistance provided in accordance with Para 0713.	Assistance provided in accordance with Para 0713.	Assistance provided in accordance with Para 0713.
		SP claiming a supported move mid-assignment will not be entitled to a supported move at the end of the same assignment in which the property was purchased. The next entitled move will be at the end of the first FULL assignment following the purchase.	SP claiming a supported move mid-assignment will not be entitled to a supported move at the end of the same assignment in which the property was purchased. The next entitled move will be at the end of the first FULL assignment following the purchase.	
First purchase ever (First-time buyer)	SP newly assigned to a pilot site, purchasing a home on receipt of assignment order to a pilot site	✓	✓	✓
First purchase on the pilot		✓	✓	✗
Subsequent Move	Receipt of an assignment order	✓	✓	✗

### 1.6 Transitional Protection - Mapping of OR and OF ranks to a FAM Rental Payment (RP) Band in the Private Rental Sector (PRS)

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

Other ranks	Existing SFA Entitlement	FAM RP Band
RAF Warrant officers	Type D	F
RN/RM and Army WO1	Type C	D
OR – with 4 or more children of any age, or 3 children aged 10 years or over	Type D	F
OR with 2 or 3 children	Type C	D
OR with 0 or 1 child	Type B	B

## 1.7 SFA eligibility – newly eligible SP

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

Newly eligible SP will be allocated SFA of a type appropriate for their need, based upon entitlement and in accordance with the table below. (Eligible children can be found within Chapter 1, Section III).

Applicant Status	SFA Type
SP in a marriage, civil partnership or Established Long Term Relationship LTR(E) without children.	2 - bed SFA
SP with 1 (one) eligible child.	2 - bed SFA
SP with 2 (two) eligible children.	3 - bed SFA
SP with 3 (three) eligible children.	3 - bed SFA
SP with 4 (four) eligible children.	4 - bed SFA
SP with 5 (five) or more eligible children.	4 - bed SFA

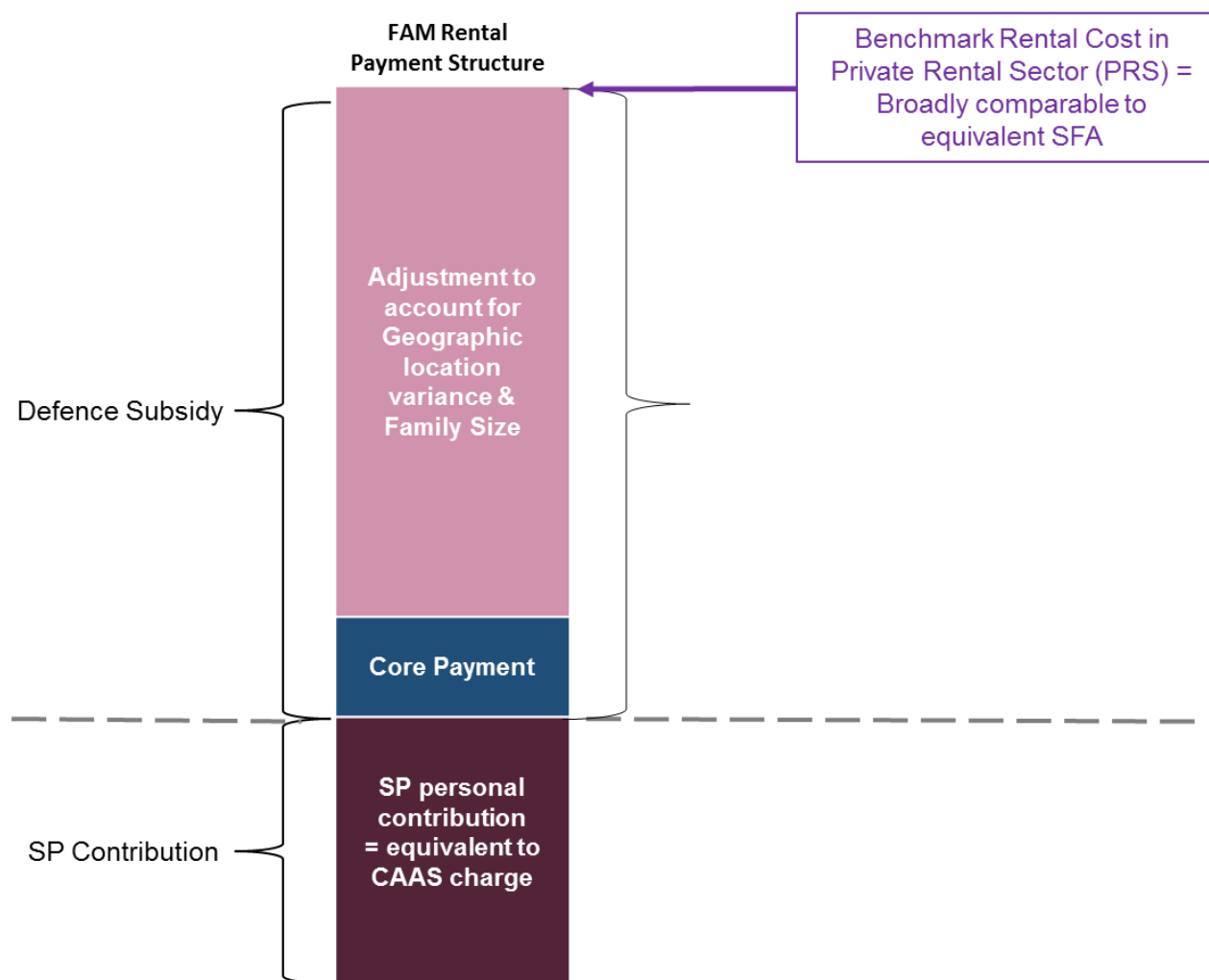
### 1.8 SFA eligibility – Indicative Price Range for CAAS Band charge

Applicant Status	SFA Type	Expected SFA Price Range – Daily Charge*	Expected SFA Price Range – Daily Charge*
		Max	Min
SP in a Marriage, Civil Partnership or Established Long Term relationship - LTR(E).	2-bed SFA	£9.58	£6.15
SP with 1 (one) eligible child.	2-bed SFA	£9.58	£6.15
SP with 2 (two) eligible children.	3-bed SFA	£13.32	£7.00
SP with 3 (three) eligible children.	3-bed SFA	£13.32	£7.00
SP with 4 (four) eligible children.	4-bed SFA	£21.76	£8.09
SP with 5 (five) eligible children.	4-bed SFA	£21.76	£8.09

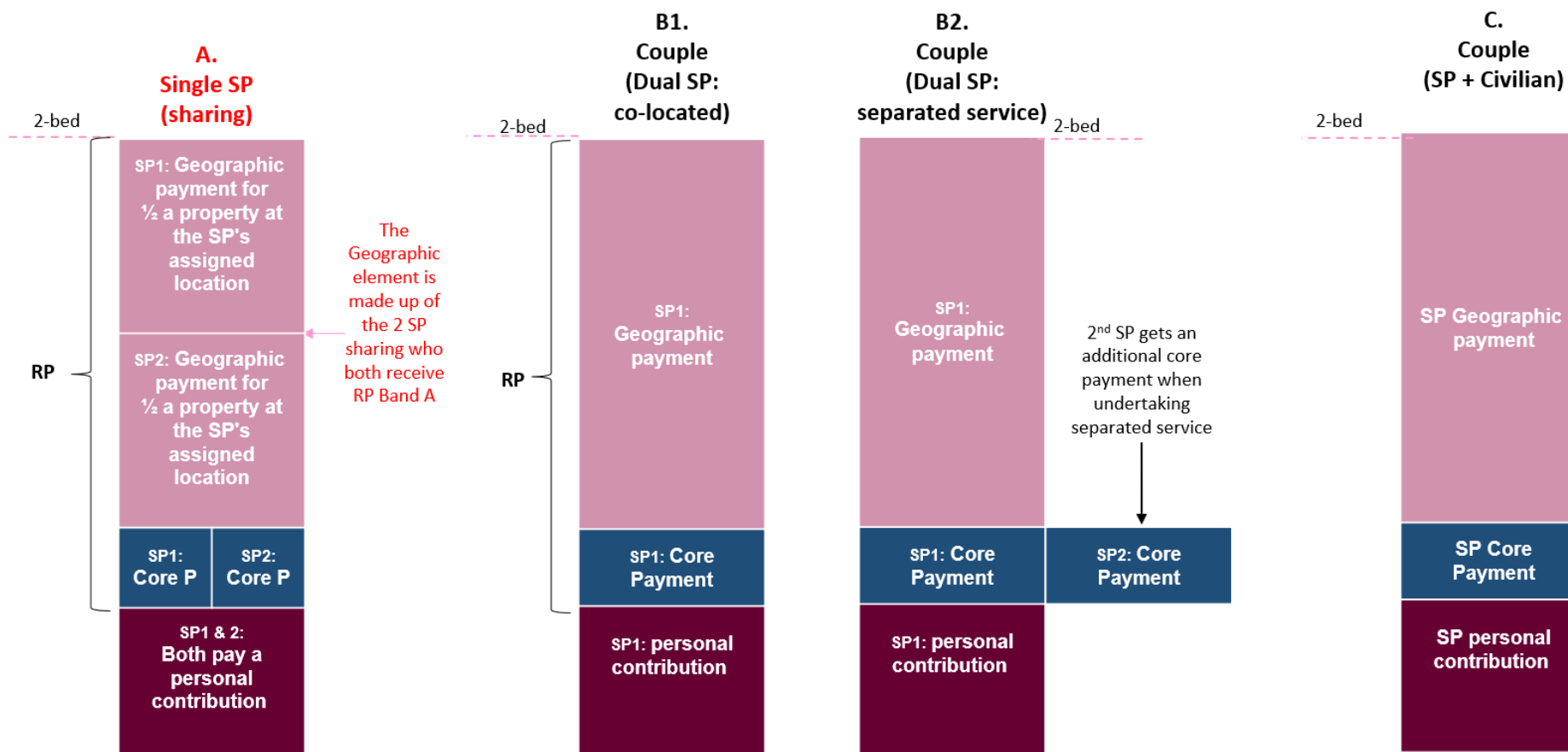
\* Expected SFA Price Range based on the Armed Forces Pay Review Body Pay Award 2018 CAAS Charges. Using Decent Homes+ (Upper/Urban) for the Max expected SFA charge, and Decent Homes (Upper/Remote) for the Min. (Includes charge for standard purpose built garage.)



## 1.9 Rental Payment Structure – Benchmark Cost.



# 1.10 Dual Serving Military SP – Rental Payment breakdown comparison to 2 SP (not in a relationship) and SP in a relationship with a civilian



### 1.11 Renting below Entitled Benchmark Cost – the FAM Gainshare approach

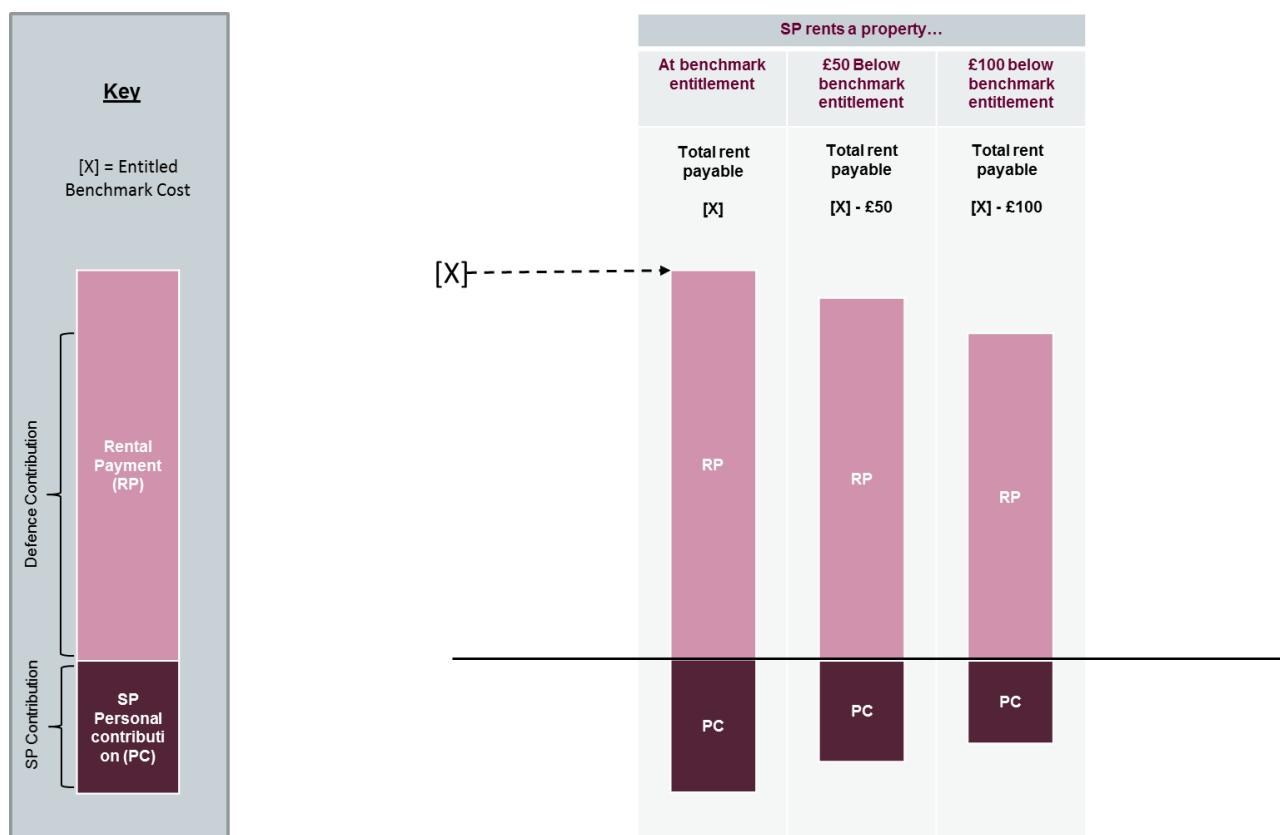
SP selecting to rent a property below the value of the entitled benchmark cost will see a reduction in both the Rental Payment they receive and the personal contribution they pay. When SP choose to rent below the value of their entitled benchmark cost, any savings are split between MOD and SP by the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

*For example:* Where the given entitled benchmark cost = [X]:

*SP finds a property that costs £100 less than their entitled benchmark rent, the £100 rent saving is split between the MOD and SP.*

*The rental payment will decrease, saving the MOD*

*The SP contribution will decrease, saving the SP*



## 1.12 Accommodation Cost Overlap Policy

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

### 1.13 Complaint/Application to Review Form

A digital version of this complaints form is available from the local FAM cells: **HMNB**

**Clyde:** People-FAMCELL-CLY@mod.gov.uk, **Aldershot:** People-FAMCELL-

ALD@mod.gov.uk or **RAF Wittering:** People-FAMCELL-WIT@mod.gov.uk

#### MINISTRY OF DEFENCE

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

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

- HMNB Clyde People-FAMCELL-CLY@mod.gov.uk
- Aldershot People-FAMCELL-ALD@mod.gov.uk
- RAF Wittering People-FAMCELL-WIT@mod.gov.uk

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

All complaints for the provision of Service accommodation outside the FAM Pilot or for the maintenance of Service provided accommodation are to be handled in accordance with grievance procedures in JSP 464, Volume 1, Part 1. This form is not to be used for challenges to policy. Challenges are to be submitted in writing to the FAM Cell.

FAM Pilot Site	
Serial Number (for official use only)	
Type of Complaint (for official use only)	

#### STAGE 1

##### PART A - SUMMARY OF COMPLAINT

Full details are to be given in Section D.

Brief description of the complaint	
Brief statement on the desired outcome	

##### PART B - PERSONAL DETAILS

Service	<input type="checkbox"/> Royal Navy <input type="checkbox"/> Royal Marines <input type="checkbox"/> Army <input type="checkbox"/> Royal Air Force	Regular / FTRS(FC)	<input type="checkbox"/> Regular <input type="checkbox"/> FTRS(FC)
Rank		Service Number	
Forename(s)		Surname	
Current Unit		Current UIN	

Current Unit Location		Current Residential Accommodation Option	<input type="checkbox"/> SLA <input type="checkbox"/> SFA <input type="checkbox"/> PRS <input type="checkbox"/> MOH <input type="checkbox"/> Private <input type="checkbox"/> Owned/Rented Home
PStat Cat	<input type="checkbox"/> 1C <input type="checkbox"/> 1S <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5C <input type="checkbox"/> 5S	PStat Cat wef date (dd/mm/yyyy)	
Relationship Status	<input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Civic Partnership <input type="checkbox"/> Long Term Relationship (Established)	Number of adults resident at the property	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> More than 2
Number of entitled children resident at the property or visiting for over 80 nights per calendar year	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> More than 6	Do you have an Adaptive Housing requirement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other welfare considerations			
Do you have Transitional Protection in accordance with JSP 464, Volume 4, Chapter 1?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do you have Preserved Rights in accordance with JSP 464, Volume 4, Chapter 6?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Contact email		Contact telephone number	

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

Departure date from current unit (if applicable)		Arrival date at future unit (if applicable)	
Future assigned unit (if applicable)		Future assigned UIN (if applicable)	
Future assigned location (if applicable)		FAM Requested/Preferred Accommodation Option	<input type="checkbox"/> SLA <input type="checkbox"/> SFA <input type="checkbox"/> PRS <input type="checkbox"/> MOH

**PART D - COMPLAINT DETAILS****Details of the Complaint**

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



<b>Supporting Evidence</b> <i>List all relevant policy references (giving chapter and paragraph) that have been included to support this submission. Submit as attachments all references that are not from Joint Service Publications.</i>	
<b>Will any information that has been provided change in the next 90 days?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, please provide details:

#### PART E - Declaration

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

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

<b>Name</b>	
<b>Date</b>	

#### PART F - FAM CELL DECISION

<b>Supporting policy references</b> <i>List all relevant references that support the response</i>	
<b>Name</b>	
<b>Date</b>	

**STAGE 2****APPLICATION FOR REVIEW**

Complete this section if you are dissatisfied with the FAM Cell decision from Stage 1. Include all attachments submitted at Stage 1 together with any additional evidence. Applications for review, Stage 2, are administered by the FAM Complaints Review Panel at Defence People-Accommodation, email [Ian.Taylor987@mod.gov.uk](mailto:Ian.Taylor987@mod.gov.uk).

**PART A - DETAILS**

<b>Are you introducing new evidence?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Can you show that insufficient weight was given to the evidence originally presented</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Please provide details of why you disagree with the Stage 1 decision</b>	
<b>Additional supporting evidence</b> <i>List all relevant references that have been included to support this submission.</i>	
<b>Will any information that has been provided change in the next 90 days?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  If yes, please provide details: If yes, please provide details:

## PART B - Declaration

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

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

Name	
Date	

## PART C - FAM COMPLAINTS REVIEW PANEL DECISION

<b>Supporting policy references</b> <i>List all relevant references that support the response</i>	
Name	
Date	

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

## 1.14 Format for Casework in Support of PRS Retention

### PART 1 – PERSONAL DETAILS

Name & Initials:	Service Number:
Rank:	Service/Regt/Corps:
Private Rental Sector Address:	
Phone Number:	E-Mail Address:

Details of family members residing at the address permanently:

Title (Mr/Mrs etc)	Surname	Forename(s)	DOB (or date baby due)	Relationship to Applicant

Current Unit:
Future Unit (if applying for retention on assignment):
Expected End of Tour Date:

### PART 2 – RETENTION DETAILS

Retention request is submitted in accordance with the circumstances admissible in JSP 464, Volume 1, Part 1, Chapter 7, Section VIII, Para 0725.

Ser	Retention Criteria	Enter X for Reason for Request	Notes/Supporting Documentation Required <sup>1</sup>
1.	Naval Port Area		DIO FAM Cell to verify if necessary.
2.	VCDS List <sup>2</sup>		DIO FAM Cell to verify if necessary
3.	SFA/PRS non-availability < 6 weeks up to 3 months. < 3 months up to one month		DIO FAM Cell internal verification.
4.	Short notice assignment < 6 weeks up to 3 months. < 3 months up to one month		Applicant to provide copy of Assignment Order
5.	Unaccompanied tour		Applicant to provide copy of Assignment Order showing post is unaccompanied

6.	Welfare		Welfare - Applicant to provide Welfare Case from Royal Navy Royal Marines Welfare (RNRMW), Army Welfare Service (AWS) or SSAFA and/or internal/external welfare agency, as appropriate.
7.	Medical		Medical – Applicants to provide support from appropriate medical practitioner, clearly indicating why medical treatment cannot be transferred to new area.
8.	Educational		Applicant to provide CEAS Impact Statement
9.	Moves of short duration		Applicant to provide copy of Assignment Order/confirmation from Manning Authority
10.	Foot Guards Battalion Basing Areas		DIO FAM Cell to verify if necessary.
11.	Extended duration Operational Deployments		Applicant to provide copy of Assignment Order/confirmation from Manning Authority
12.	Retention of PRS for Spouse's Education <sup>3</sup>		Applicant to provide evidence that course was started with a realistic expectation of being completed prior to a declared Future Availability Date on SP's Assignment Order
13.	Extended notice period for Spouse's employment.		Applicant to provide confirmation that a short notice assignment allows insufficient time to provide notice to employer.

Retention requested until:		(date should not exceed 12 months, except VCDS List and Naval Port Areas)
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<sup>1</sup> For welfare and/or medical casework, please see guidance notes below.

<sup>2</sup> 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/PRS on application to the NHPHD. Personnel will be required to vacate tied / ex officio SFA. All other SP assigned to MOD Main Building may apply to retain their SFA/PRS on an eligible basis prior to taking up their assignment. If approved, the SP 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 People-AF REM and the PACCC.

<sup>3</sup> **Retention of PRS for Spouses on Adult Educational Courses**. Where a spouse is undertaking adult educational or training courses aimed specifically at improving their skills for work and/or opening up new employment opportunities which was started in the realistic expectation that it would have been completed in the period of the SP's current assignment (i.e. prior to a declared Future Availability Date on the SP's Assignment Order) but the SP is instead assigned elsewhere before the end of the course. A case may be made through **Unit HR office** to the DIO FAM Cell for the retention of PRS. This must be demonstrated with conclusive evidence, including addressing course transferability, supported by Unit HR staff and presented to the DIO FAM Cell. Such cases are to be considered by the DIO FAM Cell.

### Guidance on supporting evidence for welfare/medical casework:

There is no definitive list of what evidence is acceptable in support of welfare/medical casework, however, it is anticipated that the evidence provided will:

1. Be current and pertinent to the case;
2. Be provided by an expert or professional, i.e. GP, Consultant, Occupational Health Therapist, Employer on branded stationery/email template;
3. State the facts of the matter, together with a definitive recommendation based on actual need and not the desired outcome of the individual;
4. Where relevant and where known, provide guidance on the pertinent timescales of the case, i.e. recuperation period, end of school term, etc.

This list is not exhaustive, and evidence submitted will be considered on a case-by-case basis.

### Justification

This is the key part of the submission. The important issue is whether the circumstances of the case fall within the regulations and meet the retention criteria. It is essential to ensure that all supporting documents are attached to the submission as without the required evidence the application will be rejected.

Details of any attachments:



## Other Considerations

You are advised to contact your unit HR regarding the retention of SFA/PRS as your choice to remain in the SFA/PRS may affect some elements of your pay and allowances. For example, if you are a CEA claimant and choose to retain your SFA/PRS your eligibility to claim CEA may be affected, JSP 752 refers.

For DIO FAM Team Use:

Level 1

Ser	Application Status	X	Outcome
1.	Application Rejected		Failure to supply supporting documentation
2.	Application Approved		Expiry Date:      Review Date:
3.	Application Refused		Reason for Refusal:

DIO FAM Occupancy Support Officer

Name:	Appointment:	Date:
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Level 2

	X		X	
Decision Endorsed		Decision Not Endorsed		Reason:

FAM Cell Implementation Lead / DIO Accommodation Delivery Manager

Name:	Appointment:	Date:
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Notes:

### 1.15 Application form for Contribution to costs for Voluntary Mid-Assignment Moves

Effective from 12 July 2021 to pilot end date **(31 March 2023)**.

**Contribution towards voluntary mid-assignment moves expenses (not a Service requirement to move home).**

**Rank..... Name.....**

**Service..... Unit.....**

**UIN..... Service Number.....**

**Amount of Claim.....**

#### **Claimants Declaration**

I have read and understood JSP 464, Volume 4, Part 1, Paras 0206, 0244, 0505 and 0713 and certify that:

1. I have not previously claimed and received a contribution towards a voluntary mid-assignment move.
2. The claim is within the stated expenditure limit and is attributable to expenses associated to moving properties.
3. I am aware that the amount claimed is subject to tax and National Insurance contributions.
4. I will retain the receipts for the expenditure and produce them on demand for audit purposes.
5. All information provided in this application is correct to the best of my knowledge.

**Date..... Signature of applicant.....**

**Claim validated by Unit HR      Date.....**

**Unit HR Signature.....**

**ONCE COMPLETED THIS FORM IS TO BE RETURNED TO THE PILOT SITE  
FAM CELL FOR CLAIM ADMINISTRATION**

Pilot Site FAM Cell to email this form to: DBSJPACLeavers@afpaa.r.mil.uk

**Date processed by DBS.....**