

**JSP 464**

**TRI SERVICE ACCOMMODATION REGULATIONS (TSARs)**

**PART 2**

**OVERSEAS SERVICE FAMILY ACCOMMODATION(SFA) AND  
SUBSTITUTE SERVICE FAMILY ACCOMMODATION(SSFA)**

**As at 16 Sep 10**

MINISTRY OF DEFENCE  
DCDS(Pers) Service Conditions & Welfare  
D/SPPol 05.04.04.02



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# CHAPTER 1

## INTRODUCTION

### SECTION I

#### STRATEGIC OVERVIEW

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

0102. **Responsibility for Policy.** Policy is approved by The Defence Council for the Army and the RAF and by the Privy Council for the Royal Navy. Within MOD, the Secretary of State for Defence has overall responsibility for all aspects of Defence. He chairs the Defence Council [which directs PUS and through him 2<sup>nd</sup> PUS] and thence the Deputy Chief of Defence Staff (Personnel) (DCDS(Pers)). With few exceptions, DCDS(Pers) formulates Service living accommodation policy on behalf of the Defence Council in respect of all three services pursuant to its powers and delegations. Where policy responsibility lies elsewhere, the lead organisation is indicated at the top of the relevant regulation within this JSP. DCDS(Pers) delegates responsibility for the formulation of tri Service living accommodation policy lead to the Director Service Personnel Policy (D SP Pol). Within SP Pol, the head of Service Conditions Welfare (SCW) delegates day to day responsibility for accommodation policy to the Asst Head SCW – AFW, the regulations for which are promulgated in this JSP. In discharging these responsibilities, the Asst Head SCW – AFW may consult with the single Service Housing Colonels. Sponsorship and periodic review of the policy is vested in SCW-Accommodation Policy (SCW-AP) staff. Proposals for changes to this JSP should be submitted to SCW-AP via the single Service Housing Colonel staffs.

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

0104. **In theatre Accommodation Policy.** While this JSP is the primary document for SFA allocation, differing conditions apply to operational areas and PJOBS. Accordingly, personnel assigned to these locations where SFA is available should obtain and read a copy of the in-Theatre accommodation policy prior to applying for SFA.

## SECTION II

### JSP 464 - PART 2 (OVERSEAS)

0105. **Scope.** JSP 464 Part 2 provides policy guidelines for the provision of Service Family Accommodation (SFA) and the substitute equivalents overseas. SFA sponsors are responsible for the operational delivery of the housing service within the framework of JSP 464 and their respective Theatre/Command instructions and procedures.

0106. **SFA sponsors.** SFA sponsors overseas are as follows:

- a. **HQ Land.** SFA in North West Europe (NWE), Canada, Belize, Kenya and Brunei.
- b. **PJHQ.** SFA in Cyprus, Gibraltar and the Falkland Islands.
- c. **HQ UKSC (ESG area).** SFA at UKJSU Ramstein, Belgium (and some areas of Northern France), Norway, Denmark, Netherlands, Italy, Norway, Portugal, Spain and Turkey.

0107. **Division of responsibilities.** The definitive responsibilities of the various organisations involved in the provision of housing overseas as agreed by the Service Personnel Operations Board<sup>1</sup> is at Annex A.

## SECTION III

### MOD'S POLICY FOR THE ALLOCATION OF SFA

0108. **Service personnel.** Officers are allocated SFA primarily by rank, however, other factors such as family size, appointment, representational responsibilities and personal choice may influence the final allocation. Other Rank accommodation is allocated by family size, although personal choice may influence the final allocation. As a guiding principle, officers should not be accommodated in Other Ranks Service Family Accommodation (ORSFA), and similarly, Other Ranks should not be accommodated in Officers Service Family Accommodation (OSFA). Any exceptions may only be made by the Local Service Commander.

0109. **Entitled civilian personnel.** Entitled civilian families are allocated SFA by rank (equivalent military rank (EMR) as appropriate), tempered by family size. In BFG, entitled civilian families are allocated SFA based on family size, tempered by EMR (as reflected in Theatre/Garrison instructions).

## SECTION IV

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

0110. **Single personnel and single and lone parents.** Under no circumstances may Service or Civilian personnel co-habit with a partner (who is not their legal spouse/civil partner) in SLA or SFA (and the substitute equivalents). 'Cohabitation' describes a situation where the accommodation becomes the home of another person.

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<sup>1</sup> Directed Letter D/SPPoIAcn/30/4/1/1 dated 26 Oct 01 refers.

0111. **Unaccompanied personnel.** Unaccompanied personnel occupying SFA and the substitute equivalents (and in receipt of unaccompanied allowances) may have spouse/civil partner/family visits for no more than 28 days (aggregated or continuous) in any 61 day period. Personnel who permit spouse/civil partner/family visits for more than 28 days in any 61 day period may, at the discretion of the Local Service Commander, be classified as serving accompanied and their unaccompanied status (and the payment of certain allowances associated with that status) may cease. They may also be liable to SFA charges.

## **SECTION V**

### **MOD'S HIGH THREAT PERSONNEL POLICY**

0112. **Protective Security Measures.** Protective Security Measures may be required for individual personnel and their families under MOD High Threat Personnel Policy, with installation authorised by TLBs overseas. This expenditure is managed on a Cash Risk basis from existing TLB budgets. Because personal security is at risk the highest priority must be accorded to the installation of Protective Security Measures.

## **SECTION VI**

### **ACCOMMODATION CHARGES**

0113. **Accommodation charges.** Accommodation charges for SFA are recommended by the AFPRB and are based on a daily SFA charge in accordance with the 4 Tier Grading System. Accommodation charges are sponsored by Hd DCDS(Pers) - PM. See Chapter 4.

## **SECTION VII**

### **ASSOCIATED PUBLICATIONS**

0114. **JSP 308.** JSP 308 is the Joint Service Scales of Accommodation Stores which describes the scaling of furniture and Defence Accommodation Stores (DAS) in Service accommodation. Sponsorship of JSP 308 rests with NPPO(DAS).

0115. **JSP 315.** JSP 315 is the Services Accommodation Code which lays down the general standards set by MOD (with the agreement of HM Treasury) for the provision of accommodation for the Armed Forces. Scales 21 and 22 refer to Officers and Other Ranks Family Quarters. DCDS(Pers) D SP Pol is the 'Patron'<sup>2</sup> of Scales 21 and 22, with day to day responsibility vested in Asst Hd DCDS(Pers) SCW-AFW.

0116. **JSP 362 – Chapter 16.** JSP 362 Chapter 16 provides instructions on the use of hirings for SLA (overseas only) and is sponsored by Defence Estates (Environment and Estate Policy).

0117. **JSP 384.** JSP 384 is the Defence Accommodation Stores Policy and Procedures. Sponsorship of JSP 384 rests with NPPO(DAS).

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

0118. **JSP 448.** Guide to OSR Management and Expenditure. Sponsorship of JSP 448 rests with Asst Hd DCDS(Pers) SCW-AFW.

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

0120. **TSARs JSP 464 Part 4 (MOD's 4 Tier Grading for Charge Regulations).** Defence living accommodation is graded for charge in accordance with MOD's 4 Tier Grading for Charge Regulations which are contained in TSARS JSP 464 Part 4. Sponsorship of MOD's 4 Tier Grading for Charge Regulations jointly rests with Asst Hd DCDS(Pers) SCW-AFW and DCDS(Pers) – PM – Pay Charges 1.

0121. **JSP 752.** JSP 752 is the tri-Service Allowance Regulations. Sponsorship rests with Hd DCDS(Pers) SCW Allowances.

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

0123. **Fuel Subsidy Scheme.** Details of the Fuel Subsidy Scheme can be found in JSP 336 Volume 12 Part 6 Pamphlet 2.

## **SECTION VIII**

### **DEFINITIONS**

0124. **Summary.** A summary of accommodation related definitions is at Annex B.

#### **Annexes:**

- A. Responsibilities for Service Family Accommodation
- B. Accommodation related definitions

#### **Appendix to Annex B:**

- 1. Personal Status Categories

## **RESPONSIBILITIES FOR SERVICE FAMILY ACCOMMODATION (SFA)**

### **RESPONSIBILITIES OF MOD**

1. MOD will:

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

### **RESPONSIBILITIES OF THE SERVICE CHAIN OF COMMAND**

2. The Services' chains of command will:

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

### **RESPONSIBILITIES OF THE SERVICE HOUSING AUTHORITY**

2. The Housing Authority will:

- Comply with TSARs - JSP 464 Parts 1, 2, 3 and 4.
- Abide by the terms and conditions of the Licence to Occupy.

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<sup>1</sup> DE OPS HOUSING, HQ Land Command, PJHQ and HQ Air Command

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

### **RESPONSIBILITIES OF THE LICENSEE**

#### 3. The Licensee will:

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

## ACCOMMODATION RELATED DEFINITIONS

1. **Personal Status Category (PStatCat).** The personal status of Service personnel is defined by Personal Status Categories(PStatCat). A complete list of PStatCat definitions is at Appendix 1.
2. **Service Families Accommodation (SFA).** Accommodation provided for Service and entitled civilian personnel with dependent families. It is normally provided by means of Service Family Accommodation (SFA) or substitute equivalents (hirings).
3. **Hirings.** Substitute Family Accommodation found from the commercial rental sector either by accommodation providers or individual occupants in receipt of Overseas Rent Allowance (Overseas).
4. **Entitled Service personnel.** Entitled personnel are guaranteed to be provided SFA or substitute SFA at the duty unit specified on their Assignment order. To be entitled to SFA Service personnel within UK must meet the criteria laid out at JSP 464 Pt I Chapter 3 Section 1 and, for those serving outside UK, at JSP 464 Pt II Chapter 3 Section I.
5. **Eligible Service personnel.** Eligible personnel may apply to occupy temporarily surplus SFA only where it is available. To be eligible to occupy surplus SFA personnel within UK must meet the criteria laid out in JSP 464 Pt I Chapter 10 and, for those serving outside UK, at JSP 464 Pt II Chapter 9 Section II.
6. **Dependants.** A dependant is defined as a spouse/civil partner or child of a service person or entitled civilian who depends on him or her for support.
7. **Children.** For the purposes of SFA allocation, a child is defined as ‘the natural child, or the adopted child of the Service person or his or her spouse/civil partner, or other partner in respect of whom a Service Declaration has been made; or a child of the family<sup>1</sup> who is below the age of majority (18 years of age). Unborn children, who are expected to be born within 6 months of occupation of SFA, are to be counted as members of the family. Exceptions to the age limit above are:
  - a. Dependent children who are under age 25, unmarried and in receipt of full-time education at school, 6<sup>th</sup> Form College, College of Further Education or an Institute of Higher Education (eg University), studying up to and including 1<sup>st</sup> degree level only and where the dependant child continues to reside with the parents in SFA, providing there is no more than a break of one academic year between the secondary and further education<sup>2</sup>.
  - b. Children of any age who are physically or mentally incapable of contributing to their own support.’

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<sup>1</sup> A term meaning any other child who is being brought up in the household of the husband/wife at his/her expense, or was so brought up immediately before the spouse/civil partners were estranged, separated by legal order, divorced or before their marriage was annulled or before the death of the wife/husband.e.g a child for whom one is a legal guardian.’

<sup>2</sup> The academic year is defined as the period between the last day of the summer term and the first day of the winter term in the following year (for example Jul 03 – Sep 04).

8. **Other Occupants.** Other occupants include non-dependant adult children, aged parents and full time nannies/au pairs for whom permission has been granted by the housing sponsor to occupy SFA. Other occupants do not normally affect the size of SFA, however, subject to availability and where circumstances permit, the applicant may be allocated a larger SFA on payment of the appropriate charge for the Type of SFA occupied. In the case of single parents PStatCat2 and married or civil partnership couples when both partners are serving who need to employ a full time nanny/au pair specifically for child care, the housing provider is to allocate an SFA which has sufficient bedrooms so that the full time nanny/au pair may be accommodated in their own bedroom.

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

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

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

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

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

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

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

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

15. **ORA.** Overseas Rental Allowance.

16. **DA** – Disturbance Allowance

Appendix:

1. Personal Status Categories

## **PERSONAL STATUS CATEGORY DEFINITIONS**

1. The definitions of Personal Status Category (PStat Cat) into which personnel are placed for the purpose of determining entitlements to benefits are described below.
2. All personnel are to be placed into one of the following PStat Cats:
  - a. **PStat Cat 1.** Those in PStat Cat 1 will meet one of one of the following qualifying criteria:
    - (1) A married member of the Armed Forces, who lives with their spouse, or who would do so but for the exigencies of the Armed Forces.
    - (2) A member of the Armed Forces, who is registered in a civil partnership in accordance with the Civil Partnership Act 2004, or is in a civil partnership under an overseas scheme recognised under that Act, and who lives with their registered civil partner, or who would do so but for the exigencies of the Armed Forces.
  - b. **PStat Cat 2.** Those in PStat Cat 2 will meet the following qualifying criteria:
    - (1) A member of the Armed Forces who has parental responsibility within the terms of the Children Act 1989 for a child(ren) and who satisfies all of the following conditions:
      - (a) Can properly be regarded as the centre and prime mover in the life of the child(ren).
      - (b) Provides a home where they normally live with the child(ren) except where unable to do so for reasons attributable to their service in the Armed Forces.
      - (c) Provides, where the child(ren) is unable to care for itself, a child carer who can look after the child(ren) during their absences attributable to their service in the Armed Forces. The child carer must not be the other natural parent of the child(ren). The other natural parent should normally only have staying access to the child(ren) for an aggregate of 56 days in any 12 month period. Staying access greater than this may render the Service person ineligible for PStat Cat2 (these restrictions on access do not apply while on recognised Unaccompanied Duty).
      - (d) Accepts financial responsibility for the child(ren).

- c. **PStat Cat 3.** A member of the Armed Forces who is not in PStat Cat 1 or 2 and who provides financial support for their spouse or former spouse, civil partner or former civil partner, or child(ren) by voluntary agreement. In this case, voluntary agreement means financial support provided other than pursuant to an order made by a court, a Child Support Agency Maintenance Assessment, or the MOD under the relevant Service Act.
- d. **PStat Cat 4.** A member of the Armed Forces who is not in PStat Cat 1 or 2 and who provides financial support for their spouse or former spouse, civil partner or former civil partner or child(ren) under an order made by a court, a Child Support Agency Maintenance Assessment, or the MOD under the relevant Service act.
- e. **PStat Cat 5.** All other members of the Armed Forces.

### **SERVICE, CIVIL SERVICE AND WELFARE ORGANISATION SPOUSES AND CIVIL PARTNERS**

3. When the spouse or civil partner of a member of the Armed Forces in PStat Cat 1 is a member of the Armed Forces (s), or the UK Civil Service (c), or a recognised welfare organisation, then the category is to bear the additional suffix of 's' or 'c'. The Service spouse/civil partner and their spouse/civil partner will elect which spouse/civil partner will be PStat Cat 1 or the Civil Service equivalent, and which will be PStat Cat 5 or the Civil Service equivalent. A spouse or civil partner in a welfare organisation is to declare a PStat Cat in the same way as if they were a UK Civil Servant. The chosen option will be notified and can only be changed subsequently:

- a. On the occasion of substantive promotion, reversion or relinquishment of rank/grade of either spouse/civil partner.
- b. When either spouse/civil partner leaves the Service/Civil Service/recognised welfare organisation.
- c. When either spouse/civil partner goes over zone for promotion.
- d. When either spouse/civil partner is assigned in the UK.
- e. When a Servicewoman is on unpaid maternity leave.

Where there is a wish to change the PStat Cat other than in these circumstances, casework is to be submitted through the chain of command to JPAC Pay and Allowance Casework Cell (PAAC).

4. Options must be exercised within 6 months of the operative date of the change in circumstances.

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#### **Annex:**

- A. Service Licence to Occupy SFA

## CHAPTER 2

### SERVICE FAMILY ACCOMMODATION (SFA)

#### SECTION I

##### LOCATION OF SFA

0201. **Radius from Duty Station.** SFA is to be provided as close as possible to the entitled person's duty station with local Housing staffs always attempting in the first instance to allocate SFA within 10 miles radius of the duty station. SFA outside this radius can be allocated only with the agreement of the Local Service Commander, otherwise substitute SFA will be provided. In BF(G), personnel will be allocated SFA within their respective Garrison Areas and within a radius of 60 minutes by public transport or 45 minutes by Service provided Residence to Place of Duty transport. Occupation of SFA outside the Garrison in which the person's unit is located can only be granted, on individual application, by G1 Branch, HQ UKSC(G).

#### SECTION II

##### TYPES OF SFA

0202. **Types of SFA.** Types of SFA are as follows:

- a. Officers. Type I - V
- b. Other Ranks. Type A - D

A summary of SFA entitlements by OSFA and ORSFA Type is at Annex B to Chapter 3.

0203. **Official Service Residences.** The regulations for Official Service Residences (OSR) are contained in JSP 448 which is to be consulted for all matters regarding OSR entitlement, management and expenditure.

0204. **Tied/Ex Officio.** Certain designated individuals/groups of personnel are entitled to tied/ex officio SFA by virtue of their appointments:

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

## SECTION III

### AGREEMENTS TO OCCUPY SFA

0205. **Service Licence to Occupy SFA.** The Service Licence to Occupy SFA is to be signed by all entitled and eligible Service personnel who occupy SFA. In BF(G) this Licence to Occupy is also to be signed by members of the supporting civilian component, including contracted personnel<sup>1</sup>. See Annex A.

0206. **Other Occupation of SFA Agreements.** Eligible non-military occupants of surplus SFA are required to sign an appropriate Civilian Occupation Agreement (not applicable in BF(G) - see Para 0205).

## SECTION IV

### MISAPPROPRIATION

0207. **Misappropriation of SFA as Single Living Accommodation (SLA).** In locations where there is a shortfall of SLA and available SFA which is not required for entitled occupants, SFA may be misappropriated as mess/barrack accommodation. The decision as to whether SFA may be misappropriated as SLA rests with the housing staffs (in BFG in consultation with G4 Estate, HQ UKSC(G)).

0208. **Misappropriation of SFA as SLA for seriously injured single (PStatC3/4/5) Service personnel.** Under these circumstances, once the unit is notified of an individual's return and a requirement for SFA to be misappropriated is identified, the unit is to initiate consultation with the appropriate PJOB Housing Provider to identify a suitable property, taking into account ongoing medical care and welfare support required. The address of the allocated property is to be nominated within 15 days of receipt of application irrespective of the accommodation required date to enable adaptations to be planned and completed. The seriously injured Service person (and any authorised carer / nurse) will occupy the property as an entitlement for the duration of their assignment(s). The occupant will pay SLA charges as if in SLA accommodation. Costs for making any adaptations required and those identified at Para 0209 will be borne by the parent unit for the duration of the misappropriation. The property misappropriated will be ring-fenced for the duration of need with the Housing Provider relinquishing the right to request the return of the property. The property, once adapted, should be retained wherever possible for future occupation by seriously injured Service personnel or dependants.

0209. **Management, Funding and Furnishing of Misappropriated SFA as SLA.** When misappropriation is agreed, the housing staffs will hand the SFA over to an administering unit which will be responsible for:

- a. Ensuring that the property complies with SLA building regulations.
- b. Ensuring that under certain circumstances, it meets the needs of injured personnel.
- c. Funding any work to meet the above requirement.

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<sup>1</sup> In BF(G) the Supporting Civilian Component are subject to Military law whilst in BF(G) serving NATO organisations.

- d. Funding external and interior maintenance throughout the period of the misappropriation.
- e. Co-ordinating the move in and move out of the occupants.
- f. Meeting the costs of utility bills.
- g. Furniture provision under the Overseas Furniture Provision Scheme for rented accommodation/hirings to be utilised as SLA in overseas areas should be based on the furnishing specification for SSSA in UK,(see Pt 3 Ch 8 Annex D), except items compensated within Local Overseas Allowance are not permitted, and, where local messing facilities exist, the kitchen items shown in the specification should not be provided. At locations where occupants of the misappropriated SFA are able to take all meals at a local Service messing facility eg; Mess or Cookhouse (which as a guide should be within 10 minutes walk of the misappropriated SFA), the kitchen items shown in the specification should not be provided.
- h. Ensuring personnel occupying misappropriated SFA abide with TSARS JSP 464 Part 3 (SLA) and the appropriate single Service mess/barrack rules.

**Annex:**

- A. Service Licence to Occupy SFA

**[SFA SPONSOR]**

**LICENCE TO OCCUPY SERVICE FAMILY ACCOMMODATION**

TO BE SIGNED BEFORE MOVING IN. PLEASE READ THE CONDITIONS CAREFULLY BEFORE SIGNING.

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

(Number Rank Name  
or other title as applicable): "the Licensee"

a licence to occupy (address): "the Property"

on the following terms and conditions:

1. This Licence is personal to the Licensee and subject to continuing entitlement/eligibility to occupy Service Family Accommodation (SFA) as defined in Tri-Service Accommodation Regulations - JSP 464. This Licence is particular to the occupation of the property shown above and will terminate on either cessation of the Licensee's employment with the Crown or his/her loss of entitlement/eligibility to occupy that property, whichever occurs first.

2. This Licence is to be interpreted in accordance with the provisions in Tri-Service Accommodation Regulations - JSP 464.

3. The Licensee is responsible for ensuring that any members of his/her household and visitors observe the appropriate Service Regulations and comply with all security and other instructions issued by and in the name of Her Majesty's authorities.

4. Either party may terminate this Licence by giving 93 days notice to vacate the SFA in writing. In exceptional circumstances occasioned by Service reasons, the Licensee may give less than 93 days notice to vacate. The following additional conditions apply:

a. Eligible occupants of temporarily surplus SFA are liable to 28 days notice to vacate.

5. The address for serving any notice on the Secretary of State for Defence is that of the [SFA sponsor's local Housing Staffs] as shown at the end of the Licence.

6. The Licensee agrees to:

a. Occupy the property alone or with his or her spouse/civil partner and/or immediate dependent children (as defined in current Service regulations), and to obtain the prior written consent of the [SFA sponsor's local Housing Staffs] before allowing any other occupants, such as non-dependent adult children, aged parents and nannies, to move into the property.

Note: The granting of permission for other occupants to take up residence does not entitle the Licensee to the allocation of a larger SFA.

b. Pay all charges for the accommodation in respect of his or her period of occupation thereof, including any charges for furnishings, fuel, light, water, sewage and contributions in

lieu of Council Tax.

c. Keep the inside of the property clean and the garden tidy and free from weeds with lawns cut and hedges trimmed.

d. Obtain the prior written consent of the [SFA sponsor's local Housing Staffs or Station Unit Commander (as relevant to local instructions)] before acquiring a pet/bringing a pet into the SFA. At the end of your licence, you will be required to leave the property to move out standard and provide evidence that the floor coverings and/or soft furnishings (in the case of cats and dogs) have had an appropriate pesticide and/or deodorising treatment applied prior to moving out.

e. Promptly notify the [SFA sponsor's local Housing Staffs] of any defect or disrepair, take reasonable steps to limit the effects of any damage that may occur and appropriate precautions to prevent damage to water installations during cold weather.

f. Allow representatives, agents and contractors of the Crown access to the property at reasonable times on receiving at least 48 hours advance notice or immediately in an emergency.

g. Make good, or pay any cost incurred by the [SFA sponsor's local Housing Staffs] in making good, any damage and loss caused to the Property, and any fixtures and fittings, by their proven negligence, or by the proven negligence of members of their family and visitors under those circumstances where the Licensee might have taken reasonable steps to prevent the occurrence, and damage caused by pets (see back page of the Licence for a summary of the Licensee's liabilities)

h. Vacate the property at the end of any period of notice to vacate and on vacating to leave the property and any furnishings in good repair, fair wear and tear, acts of God or unavoidable accidents excepted, and in a hygienically clean condition, and if failing to do so to be liable for:

(1) Any losses or damage as assessed by the [SFA sponsor's local Housing Staffs] or their appointed agents, and

(2) Any costs in respect of cleaning, disinfestation or refuse removal as assessed by the [SFA sponsor's local Housing Staffs] or their appointed agents, and

(3) Payment of damages for trespass until the property is vacated, and

(4) Any legal costs incurred by the [SFA sponsor's local Housing Staffs] in recovering vacant possession or outstanding monies.

i. If the Personal Status category of the Licensee changes to other than PStatCat 1 or 2:

(1) Immediately vacate the property in favour of his or her spouse/civil partner (where the spouse/civil partner is to remain in occupation).

(2) Pay for any damage, dilapidations or losses as assessed by the [SFA sponsor's local Housing Staffs] or their appointed agents at the date of vacation.

(3) Continue to pay the appropriate SFA Charge for the property until the period of notice expires or until the property is vacated if sooner.

[Note: In cases of marital/civil partnership breakdown, once the Licensee has vacated the SFA, the [SFA sponsor's local Housing Staffs] will serve 93 days notice on the spouse/civil partner remaining in occupation, who will be liable to pay:

- (1) Damages for trespass from the 94th day until the property is vacated, and
- (2) Any damage, dilapidations or losses from the date the Licensee vacates until the property is vacated, and
- (3) Any legal costs incurred by the [SFA sponsor's local Housing Staffs] in recovering vacant possession or outstanding monies.]

7. The Licensee also agrees not to:

- a. Assign, re-assign or share the property.
- b. Erect a TV, satellite or other communications aerial or shed or structure on the property or make any other alteration or addition to the property or the fixtures or fittings without the prior written consent of the [SFA sponsor's local Housing Staffs].
- c. Carry out or allow members of his or her household to carry out any business, trade, club or similar activity in the property without the prior written consent of the [SFA sponsor's local Housing Staffs].
- d. Note: Permission is also to be obtained from the local Service Commander.
- e. Cause nuisance or annoyance or allow members of his or her household, invited guests or pets to cause nuisance or annoyance to neighbours, housing staffs or agents or contractors.
- f. Make or allow members of his or her household, invited guests or pets to make any noise that causes a nuisance to neighbours or can be heard outside the property between 11pm and 8am (or in accordance with local regulations where these are more stringent)
- g. Indulge in racial or sexual harassment or do anything which interferes with the peace, safety or convenience of the people living or carrying out their duties in the area.

**You should read the following notes and additional conditions of occupation before signing the Licence.**

### **LIABILITIES OF THE LICENSEE**

8. The Ministry of Defence (the Landlord) bears its own financial risks in respect of the insurance of the Property and the fixtures and fittings. The Ministry of Defence accepts no responsibility for the insurance of the household contents and personal property for which the Licensee is responsible.

9. The Service Licensee is liable under the Service Acts for damage and loss caused to the Property and any fixtures and fittings, by their proven personal negligence, or by the proven negligence of members of their family and visitors under those circumstances where the Licensee might have taken reasonable steps to prevent the occurrence, and damage caused by pets. Service Regulations may set a limit on the Licensee's financial liability for such damage (for further advice you should consult your UPO/RAO/PMS).

10. The Service Licensee is advised to effect insurance cover for the following:
- a. Liability for damage to the Property and any fixtures or fittings, caused through the negligence of the Licensee, or any member of the Licensee's household including any invited visitors, and damage caused by pets. Service Regulations may set a limit on the Licensee's financial limit on liability.
  - b. Household contents damage and loss including personal property.
  - c. Legal liability for injury to third parties or damage to their properties.

#### **DEDUCTION FROM PAY**

11. I agree that all charges for occupation, furnishings and Contributions in Lieu of Council Tax arising from my occupation of the Service Family Accommodation may be deducted from my pay.

#### **OCCUPATION OF SFA BY SINGLE AND UNACCOMPANIED SERVICE PERSONNEL**

12. In the case of single (and unaccompanied) personnel occupying SFA, the following additional caveats apply:
- a. Single personnel (whether entitled or eligible) are not permitted to co-habit in SFA.
  - b. Entitled unaccompanied personnel occupying SFA (by nature of their appointment) may have guest/family visits for no more than 28 days (aggregated or continuous) in any 61 day period.
  - c. Eligible unaccompanied personnel occupying temporarily surplus SFA may have guest/family visits for no more than 28 days (aggregated or continuous) in any 61 day period.
  - d. Allocation of surplus SFA to eligible single (and unaccompanied) personnel is made on a temporary basis and vacation will be required if an entitled occupant requires the SFA, if the SFA is liable to disposal or upgrade, or if the local Service Commander's authority is withdrawn. A minimum of 28 days notice to vacate should be provided whenever possible.
  - e. Eligible single (and unaccompanied) personnel are required to vacate the surplus SFA if periods of absence exceed 56 days. However, a case may be made to the local Service Commander to retain the SFA during extended periods of absence beyond 56 days on the condition that the surplus SFA is not required by an entitled occupant, is not liable for disposal or upgrade and accommodation charges continue to be paid.

## **DECLARATION**

I have read and understood the conditions of the Licence. I understand I have three months from date of occupation to challenge the grading of the property.

Signed by the Licensee:

Full name (in block capitals):

Date:

Signed for and on behalf of the Secretary of State for Defence [SFA sponsor's local Housing Staffs]:

Full name (in block capitals):

Date:

Copies to:

Licensee  
SFA sponsor's local Housing Staffs  
ASU (not applicable in BF(G)).

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## CHAPTER 3

### ENTITLEMENT TO SFA

#### SECTION I

##### ENTITLED SERVICE PERSONNEL

0301. **Entitlement criteria.** To be entitled to occupy SFA personnel must be:
- a. Aged 18 or over, have completed their initial training and be serving on a regular engagement with the UK Armed Forces, or be a Full Commitment (FC) Reservist as defined in single Service instructions. For those personnel under 18 years of age the parent unit must accept responsibility for their behaviour until their 18<sup>th</sup> birthday.
  - b. In Personal status Category (PStatCat) 1 (See footnote<sup>1</sup>), 1C, 1S or 2 as defined in Appendix 1 to Annex B to Chapter 1.
  - c. Normally have at least 6 months to serve at the station where they qualify for SFA.
0302. **Entitlement by appointment.** Some Service appointments require personnel to work either in the home or be accommodated away from subordinates. Accordingly, Service personnel PStatCat 1 (serving unaccompanied), and PStatCat 2, 3, 4 or 5 are also entitled to SFA which meets the requirements of their work, when employed in the following posts. Where SFA is not available for any reason, **SSFA is not authorised** except for Garrison / Station Commanders / Service Chaplains with unit pastoral care duties. **SSSA to the appropriate scale is to be sourced** in accordance with JSP 464 Part 3 Chap 8.
- a. Officers of OF3 rank and above serving in appointments designated as being In Command which is defined as being able to exercise Command Powers of Punishment in accordance with the relevant single Service Discipline Act. Exceptions are to be staffed through appropriate Housing Colonel as casework.
  - b. RAF OF4 Station Executive appointments.
  - c. Regimental Sergeant Majors of major regular Army units or RAF Station Warrant Officers.
  - d. Service Chaplains undertaking a pastoral responsibility at Unit level.
  - e. **Serving members of the Army Welfare Service (AWS) employed as Army Welfare Workers (AWW) and serving members of the Naval Personal and Family Service (NPFS) and Royal Marines Welfare (RMW).**
0303. **Members of the Armed Forces of Foreign and Commonwealth (F&C)**

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

**Countries.** Entitlement to SFA at normal UK Service person's accommodation charges exists only when F&C personnel are serving in official exchange or liaison appointments attached to the British Armed Forces. Any entitlement outside these circumstances should be covered by a Memorandum of Understanding which is to be presented by the individual on application. Additionally, entitlement<sup>1</sup> also exists for F&C personnel attending the JSCSC who are to be charged non-entitled rates. F&C entitlement lasts for the duration of the course, and the period before and after the course must be notified for each individual case to the JSCSC Administrative Office.

0304. **Single Personnel - Pregnant Single Servicewomen (PSS).** PSS are entitled to SFA from 3 months before the expected date of confinement up to the date of birth (at which point their PStatCat will change from PStatCat 5 to PStatCat 2 provided they meet the PStatCat 2 criteria). The PSS will pay SFA charges and CILOCT (abated for single occupancy) at the appropriate rate for the property occupied **from the date of occupation** and be responsible for all utilities (less water and sewerage) for the accommodation in accordance with Part 1 Chapter 4. HQ Housing Staffs are to ensure that a written undertaking is provided on the applicant's licence acknowledging that co-habitation will not occur.

0305. **Fostering.** Many Service families are willing to foster children in care and, wherever practicable, the MOD facilitates Service personnel and families being able to live their lives the way they want. Relevant authorities – including overseas commands – place great store on having suitably approved foster families available when children have to be removed into care, often at short notice. Such children are not, however, dependant and there is no entitlement to consider foster children, or the potential for having foster children, when allocating SFA. In recognising this need, however, and the benefit it has for the family, the children and the community, a Service person who has been approved for fostering is eligible for suitable SFA above entitlement where surplus SFA is available. The Service person must provide authoritative evidence that they are approved for fostering when applying for SFA. The decision on any allocation will be made by local commanders with HQ Housing staff advice on the basis of availability and the local priorities for all those eligible for surplus SFA who have, or may, apply. It must be made clear to the Service person that, as with all those occupying SFA above entitlement, they would be required to vacate it if an entitled family required the accommodation. Single service personnel approved for adoption will be entitled to occupy SFA from the date of approval given the need to establish a home prior to any child being placed with the adoptive parent. The overarching priority for eligibility is laid out in JSP464 Pt 2, Chapter 9.

0306. **Both spouse/civil partners are serving members of the Armed Forces.** When both spouse/civil partners are serving members of the Armed Forces either at the same or different duty stations, one spouse/civil partner is designated as PStatCat 1 and the other spouse/civil partner is designated as PStatCat5S (Note 1 to Appendix 1 to Annex B to Chapter 1 refers).

- a. The spouse/civil partner designated as PStatCat1 has the entitlement to SFA which they may exercise at their duty station. The spouse/civil partner designated

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

as PStatCat 5S has no entitlement to SFA (but is entitled to SLA if they declare their intention to serve unaccompanied at a different duty station).

b. Where a Service Couple have duty stations within 100 miles (travelling distance) of each other, the Cat 1s may apply on an eligible basis for surplus SFA at the midway point between the duty station of the Cat 1s and the Cat 5s when both of the following criteria are met.

(1) Surplus SFA is available at a location midway between the two duty stations. (There is no entitlement to SSFA); and

(2) Where the location of the SFA at the Cat 1s duty station precludes the Cat 5s from commuting to his/her place of duty.

If granted, the Cat 1s will occupy the property on a “ring fenced”<sup>2</sup> surplus licence until the effective date of their next assignment, when a new application will have to be made.

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

(1) there will be no entitlement to SLA at either duty station for the personnel;

(2) Maximum distances for travel claims will apply (in accordance with JSP 752);

(3) Married Service personnel applying for surplus SFA at the midway location must have at least 6 months to serve at their respective units.

c. Married Service couple/civil partners who maintain a family home, the location of which precludes both of them from travelling to and from during the working week, may elect to occupy SLA at their respective duty stations, the PStatCat 1s on an eligible basis and the PStatCat 5s on an entitled basis.<sup>3</sup>

**0307. Single Parents PStatCat 2 and married couples when both spouse/civil partners are serving who need to employ a full time nanny/au pair.** Single parents PStatCat 2 and married couples when both spouse/civil partners are serving who need to employ a full time nanny/au pair in order that they may fulfil the full range of their military duties are to be allocated SFA which has sufficient bedrooms so that the full time nanny/au pair may be accommodated in their own bedroom. Personnel will pay the appropriate SFA charge for the Type of SFA occupied. Personnel who need to employ a full time nanny/au pair are to state the requirement on the SFA Application Form and attach a written declaration to that effect.

**0308. Entitlement when Service personnel are married to/in a civil partner with a member of the Civilian Component (Overseas only).** Service personnel who are married to/or in a civil partnership with a member of the civilian component may take advantage of the rules pertaining to UKBCs in regard to free accommodation and exemption from fuel and light charges, however, the type of SFA allocated will be in accordance with the Service person’s entitlement.

**0309. Service families evacuated from their permanent duty station overseas to UK.** See policy statement at Annex A.

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<sup>2</sup> “ring fenced” indicates that the property has been allocated to the Service person for the duration of their assignment and they would only be moved for the same reasons as an entitled Service person.

<sup>3</sup> See JSP 464 Part 3 Chapter 3 Para 0308.

**0310. Service families repatriated to UK for welfare/compassionate reasons.**

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

**0311. Service families repatriated to UK/transiting through UK for medical/educational reasons.**

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

**0312. Service Personnel whose Entitlement to SFA is lost due to Bereavement.**

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

**0313. Seriously Injured Service personnel policy.** Where a Service person suffers a serious injury that renders their current allocated SFA inappropriate, they may need to be relocated. In these circumstances, a discussion between the Housing Provider, OT, the family and Unit will need to identify a suitable solution. The new property address is to be nominated within 15 days to enable the necessary adaptations to be planned and made as soon as practically possible. Wherever possible, once adaptations have been made to a property, this property should be retained for future allocation to seriously injured Service personnel. Costs of adaptations required and family relocation will be met by the Unit TLB. The policy is at Annex D.

**0314. Changes to entitlement.** All changes in the circumstances of Service personnel already occupying SFA which affect their entitlement for such accommodation, including circumstances of marital/civil partnership breakdown and bereavement, are to be communicated immediately to the housing staffs by the individual concerned and by their parent Unit. Entitled personnel or their spouse/civil partners who have reached the six month point of pregnancy are entitled to move at that stage to a property to which they would be entitled at the birth of the child, having applied for a SFA at the four month stage of the pregnancy.

## **SECTION II**

### **WHERE THE ENTITLEMENT MAY BE EXERCISED**

**0315. Entitlement at the Duty Station.** Service personnel may exercise their entitlement to SFA at their duty station (taken to mean the location specified on their Assignment order). In BFG, the Status of Forces Agreement only allows Dependant

status when living at or within daily commuting distance of their duty station (see para 0201). In other Theatres, personnel who do not choose to take up their entitlement at their duty station may be eligible to apply to occupy temporarily surplus SFA at an alternative location elsewhere in the Theatre, on the understanding that a SFA in their preferred area of choice may not be available and that they may be required to vacate the SFA on receipt of 28 days notice should the property be required by an entitled occupant or be subject to upgrade, disposal, or required for some other Service reason.

0316. **Entitlement to retain SFA at a previous Duty Station.** In certain circumstances, Service personnel are entitled to retain a SFA at a previous duty station – para 0707 refers.

## **SECTION III**

### **ENTITLEMENTS TO SFA**

0317. **SFA Entitlements by OSFA and ORSFA Type.** A summary of SFA entitlements by OSFA and ORSFA Type is at Annex B. SFA is classified by Type in accordance with the space standards and specifications in JSP 315, Scales 21 and 22. The Scales are indicative and some variation between properties which are similarly Typed is to be expected. Deficiencies are reflected in the SFA charge through the application of the MOD 4 Tier Grading procedure. In BFG entitled civilians are allocated SFA based on their family size tempered by their EMR, since EMR alone does not convey entitlement to a particular SFA Type.

0318. **SFA above or below entitlement.** Should the housing staffs be unable to allocate SFA appropriate to the applicant's entitlement, alternative accommodation above or below the entitlement will, if available, be offered. If the applicant accepts this SFA, he or she will be required to sign an acceptance of the SFA offered.

0319. **Allocation of SFA above entitlement.** Housing staffs may offer SFA above entitlement on those occasions when SFA of the entitled Type is not available (thereby avoiding ERA/ORR). Above entitlement allocations are to be made on the same basis as allocations to entitlement, in that occupants of above entitled properties will not normally be required to vacate during the course of their tour of duty unless circumstances arise which make the continued occupation of the property inappropriate or impossible (see para 0702). In order not to disadvantage personnel when an SFA above the normal entitlement is allocated for service reasons, the SFA charge is to be that related to a Grade 1 SFA of the Type to which the Service person is normally entitled, unless the Grading of the SFA actually occupied is lower in which case the lesser rate must be charged. The Fuel Subsidy Scheme is to be applied to the Type of SFA occupied. [JSP 754 – Tri service regulations for Pay And Charges Chapter 9 \(Sections 2 and 3\) refer.](#) The applicant may decline the offer of above entitlement SFA without penalty, and retain their existing position on the Fixed List.

0320. **Request to occupy SFA above entitlement.** Service personnel may request as a matter of personal choice to occupy SFA above their entitlement, if available, on the basis that they will pay the accommodation charge for the Type and Grade of SFA which they occupy. Above entitlement allocations arising from personal choice are to be made on the same basis as allocations to entitlement, in that occupants of above entitled properties will not normally be required to vacate during the course of their tour of duty unless circumstances arise which make the continued occupation of the property

inappropriate or impossible (see para 0702).

0321. **Allocation of SFA below entitlement (One Down).** Housing staffs may only offer SFA one Type below entitlement (One Down) when there is no available SFA of the entitled Type and where the size of the Service person's family allows them to be accommodated in SFA one Type below (this applies only to Type III to IV, or IV to V/VS for officers with less than 2 children, and Type C to B for other ranks with 2 children or less under 5 years old; See Annex B). When offered SFA below entitlement under the one down rules, the applicant has 2 choices:

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

0322. **Opt out of One Down.** RAF personnel are entitled to SFA of the correct entitlement as a condition of service. On those occasions when SFA one type below entitlement is offered, RAF personnel may exercise their right of opt out and be provided with alternative rented accommodation to their entitlement.

0323. **Occupation of SFA below entitlement by choice.** Service personnel may elect to occupy SFA one Type below entitlement as a matter of choice, and will pay the accommodation charge for the Type and Grade of SFA which they occupy.

0324. **Impact on housing entitlement when children no longer qualify as dependant.** When children no longer qualify as dependant in accordance with the definition at para 7 to Annex B to Chapter 1, they no longer qualify under the size of family criteria for the purposes of SFA allocation but may continue to reside in the SFA as non dependant adult children. In instances where this may impact on subsequent entitlement to SFA (in the case of PStatCat2 personnel) or downsizing to smaller SFA on next Assignment (in the case of all families PStatCat 1 and 2), the following management procedures are to apply<sup>4</sup>:

- a. **PStatCat 2.** In instances where the youngest or only child of a PStatCat 2 is no longer classified as dependant resulting in loss of SFA entitlement, PStatCat 2 personnel should continue to be permitted to occupy SFA at their place of duty and should, whenever possible, be provided with SFA at their next and subsequent duty stations subject to agreement between the Local Service Commander and the accommodation provider (and an appropriate justification attached to the SFA Application Form).
- b. **Downsizing – all families PStatCat 1 and 2.** Where a reduction in family size may result in the family (whether PStatCat 1 or 2) being downsized to smaller SFA on Assignment to the next duty station, the accommodation provider will, where availability of SFA permits, seek to provide the family with the same sized SFA as they had previously occupied to avoid downsizing.

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<sup>4</sup> Agreed at the AFWPSG meeting on 7 Oct 04 – DSPPol/30/2/13 dated 14 Oct 04 refers.  
AS at 16 Sep 10

## SECTION IV

### ENTITLED CIVILIAN PERSONNEL – OVERSEAS

0325. **Entitled civilian occupants.** SFA will be made available for the following entitled civilian personnel:

0326. **Bonafide UK Based Civilians (UKBCs).** All MOD UKBCs (eg MOD Civil Servants, Retired Officers and SCE UKBTs) are classified as entitled personnel whilst under contract to serve overseas and are entitled to SFA free of charge<sup>5</sup>.

0327. **Employees of recognised Welfare Organisations in support of the Services.** Employees of recognised Welfare Organisations in support of the Services (CVWW, WRVS, SSFA Forces help, SHWD) are entitled to SFA free of charge (thereby reflecting the same conditions of service provisions for UKBCs).

0328. **NAAFI managers and supervising staff.** NAAFI managers and supervising staff are entitled to SFA free of charge on those occasions where scaled entitlements to SLA can not be provided.

0329. **MOD sponsored civilian contractors.** MOD sponsored civilian contractors are entitled to SFA when written into their contracts as approved by MOD.

0330. **Widows/Widowers of Service personnel who die in Service.** See policy statement at Annex C.

0331. **Families repatriated to UK from NI/overseas following estrangement.** Families repatriated to UK following estrangement abroad have an entitlement to 93 days occupation of the nearest available SFA to their preferred area of choice in UK, or the balance of 93 days if the change of personal status form had been previously signed prior to the families return to UK. The Service ex – spouse/civil partner will pay SFA charges for the period of 93 days after the form is signed. The allocation of SFA to an estranged spouse/civil partner after change in personal category status may be construed by Local Housing Authorities (LHA) as re-housing, and as such may prejudice LHA housing allocations. For this reason it is recommended that the change in personal category status is delayed until the spouse/civil partner returns to UK and is allocated SFA. Occupation of SSFA by estranged families is not permitted in view of the 6 month security of tenure provision in the tenancy agreement which exceeds the 93 day entitlement

Annexes:

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

B. SFA entitlements by OSFA and ORSFA Type.

C. Revised policy for the retention of SFA following the death in service of the Service Licensee.

D. Seriously injured Service personnel

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<sup>5</sup> In light of recent changes to the Terms and Conditions of Civilians serving overseas, new entrants will be required to pay SFA charges after 5 years.

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

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

Contact via:-

- Normal Office hours - PS4(A) SO2 Accn & Leave - 01980 618220 / 94344 8220
- Out of hours – via Staff Duty Officer HQ LF Wilton – 01722 433673 / 94331 3673

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

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

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

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

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

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

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

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

<b><u>RN</u></b>	<b><u>Army</u></b>	<b><u>RAF</u></b>
DN PERS WS–Accom SO2 Room 12 MP G-2 West Battery Whale Island Portsmouth PO2 8BY	SO2 Accn & Leave PS4(A) Bldg 398 HQ LF Trenchard Lines Upavon Pewsey Wilts SN9 6BE	Air Pers Pol-Cmnty Spt Accn Fmly HQ Air Command Rm 1E15 Hurricane Block RAF High Wycombe Buckinghamshire HP14 4UE
Tel: 02392 628946 Mil: 93832 8946 Fax: 02392 625629	Tel: 01980 618220 Mil: 94344 8220 Fax: 01980 615963	Tel: 01494 496144 Mil: 95221 6144 Fax: 95221 7915

**SERVICE FAMILIES ACCOMMODATION - TYPES AND ENTITLEMENTS****Officers**

<b>OSFA Type</b>	<b>Royal Navy</b>	<b>Army</b>	<b>Royal Air Force</b>	<b>Civilians</b>	<b>Notes</b>
I - 6/7 person Bedrooms: 2 double 2/3 single  Overall size: 251 sq m	Admiral Vice Admiral	General Lieutenant General	Air Chief Marshal Air Marshal	PUS, 2nd PUS, DUS.	1. All Officers of 3 and 4* rank are entitled to a Type I OSFA. However, only those authorised by DCDS(Pers) D SP Pol are entitled to OSR status (iaw JSP 448 <sup>1</sup> ).
	Rear Admiral Major General RM	Major General	Air Vice-Marshal		2. Certain 2* officers designated by the MOD as occupying command appointments are entitled to a Type I OSFA. Only those authorised by DCDS(Pers) D SP Pol are entitled to OSR status (iaw JSP 448). Type II accommodation charges to be levied.
II - 6/7 person Bedrooms: 2 double 2/3 single  Overall size: 210 sq m	Rear Admiral Major General RM  Commodore Captain RN Brigadier RM Colonel RM	Major General  Brigadier Colonel	Air Vice-Marshal  Air Commodore Group Captain	Grade 4 and equivalents	3. 2* Officers when not In Command.  4. Certain officers of 1* and OF5 rank designated by the MOD as occupying command appointments are entitled to a Type II OSFA. Type III accommodation charges to be levied.

<sup>1</sup> An OSR is a house or flat, either MOD-owned or held on lease, which is designated as a residence for the occupation of a Service Officer of normally 2-star rank or above, holding a command or special appointment which carries particular responsibilities for representational entertainment.

<p>III - 6 person Bedrooms: 2 double 2 single</p> <p>Overall Size: 155.5 sq m</p>	<p>Commodore Brigadier RM Captain RN Colonel RM</p>	<p>Brigadier Colonel</p>	<p>Air Commodore Group Captain</p>	<p>SCS, Band B, C1s and equivalents</p>	<p>5. Officers of 1* and OF5 rank when not In Command.</p>
	<p>Commander Lieutenant Colonel RM</p>	<p>Lieutenant Colonel</p>	<p>Wing Commander</p>		<p>6. Commanders, Lieutenant Colonels RM and Lieutenant Colonels with one or no children may be offered a Type IV OSFA if no Type III OSFA is available, under the 'one down' rule.</p> <p>7. Lieutenant Commanders, Majors RM, Majors and Squadron Leaders in command of an Independent Unit/Shore Establishment are entitled to a Type III OSFA. Type IV charges to be levied.</p>
<p>IV - 6 person Bedrooms: 2 double 2 single</p> <p>Overall size: 137 sq m</p>	<p>Lieutenant Commander Major RM</p>	<p>Major</p>	<p>Squadron Leader</p>	<p>C2 and equivalents</p>	<p>8. Lieutenant Commanders, Majors RM and Majors with one or no children may be offered a Type VS/V OSFA if no Type IV OSFA is available, under the 'one down' rule.</p>
<p>V Special - 5 pers Bedrooms: 2 double 1 single</p> <p>Overall size: 137 sq m</p>	<p>Lieutenant Commander Major RM</p>	<p>Major</p>	<p>Squadron Leader</p>	<p>Band D and equivalents</p>	<p>9. Appropriate for applicants with one or no children if no Type IV OSFA is available. Type V charges to be levied.</p>
<p>V - 5 person Bedrooms: 2 double 1 single</p> <p>Overall size: 116.5 sq m</p>	<p>Lieutenant and below</p> <p>Captain RM and below</p>	<p>Captain and below</p>	<p>Flight Lieutenant and below</p>	<p>Band D and equivalents</p>	<p>10. Officers entitled to Type V SFA are to be allocated Type IV SFA if they have 3 children aged 10 yrs and over, or 4 or more children of any age, and pay Type V charges.</p>

## SERVICE FAMILIES ACCOMMODATION - ENTITLEMENTS

### Other Ranks

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

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

**PURPOSE**

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

**UK**

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

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

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

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<sup>1</sup> APS/SofS note to MA/DCDS(Pers) reference MSU 10/8/3C dated 13 Apr 05 refers.

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

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

## **OVERSEAS**

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

### **Repatriation back to UK.**

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

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

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

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

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

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

### **Remain in theatre.**

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

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

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

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

### **ANY OTHER CASES**

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

## **SERIOUSLY INJURED LIVING ACCOMMODATION POLICY**

### **Introduction**

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

### **Medical Procedures**

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

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

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

### **Accommodation Policy**

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

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

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

7. On notification of an individual's return date to their Unit, the Unit in consultation with DE-Ops Housing will source misappropriated SFA in a suitable area that takes account of any ongoing medical care and welfare support. Allocation of an address will be within 15 working days of notification no matter how far in advance of the requirement date<sup>1</sup> the application is made. This is to allow the planning and fitting of adaptations prior to occupation. Regardless of location, the financial burden will fall to the individuals Unit TLB for all misappropriation costs. The occupant will pay SLA charges as if in SLA accommodation.

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

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

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

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

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

## Home Owners

12. Funding the provision of adaptations to the private homes of injured Service Personnel who are retained by the Armed Forces is a TLB responsibility, except where a discharge date has been set in which case responsibility transfers to the appropriate NHS Primary Care Trust. Adaptations to a parental home, where this is the primary off-duty residence of the injured Service Person, are included in this policy as are adaptations to a second property when an injured Service Person moves from an adapted parental home into their own property (again providing no discharge date has been set)<sup>2</sup>. Where injured personnel are occupying substitute accommodation, guidance is to be sought from the appropriate single Service Housing Colonel.<sup>3</sup>

## Reservists

13. Reserve Forces personnel (FTRS (LC and HC)), those serving on Additional Duties Commitment (ADC) and Non Regular Permanent Service (NRPS) are not entitled to SFA. Exceptionally FTRS(LC & HC) and NRPS are entitled to occupy SLA where their duty station is not within reasonable daily commuting and meet the regulations in JSP752. The period of occupation of SLA by NRPS will not normally exceed 6 months<sup>4</sup>. There should not be any liability arising from this policy for these groups of reservists.

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

15. Reserve Forces personnel are eligible for a full range of DMS<sup>5</sup> healthcare on the same basis as regulars when they are mobilised or serving on FTRS(FC). The accommodation policy for seriously injured FTRS(FC) personnel would be the same as for regulars. DMS would be responsible for medical care and OT assessment costs if the mobilised reservist sustained a serious injury or disability, with the relevant TLB responsible for adaptations including fitting until termination of service, or when a medical discharge date was offered. Following a period of mobilised service the reservist will transfer back to NHS care.

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

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<sup>2</sup> Adaptations resulting from operational injuries are an allowable cost against the Reserve under Net Additional Cost of Military Operations (NACMO). The funding is limited to a maximum of 2 moves/addresses, up to 3 years after the SP's Return to Unit and only for the period during which Operational costs are authorised to be drawn from the Reserve. At the stage that an Operation ceases to qualify for Reserve funding, the liability for funding adaptations will revert to TLBs.

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

<sup>4</sup> See JSP 464 Part 1, 2 & 3 and Single Service Regulations

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

17. Medical Employment Standards<sup>6</sup> determine that a Reservist can be maintained in a downgraded category for a fixed period of at least six months out to eighteen months continuous period before requiring referral to a Medical Board. Until a medical discharge date is offered PCTs are dissolved of responsibility for funding/provision of adaptations in Reservists' own homes.

### **Civil Servants**

18. Responsibilities of medical care for Civil Servants whilst in theatre will transfer from the NHS to the DMS. If a Civil Servant is injured whilst on deployment, medical care and rehabilitation will transfer back to the NHS on return to the UK<sup>7</sup>. Costs, identification and fitting of adaptations will fall to the relevant NHS PCT.

### **Allowances**

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

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<sup>6</sup> JSP 346- PULHHEEMS- Joint System of Medical Classification

<sup>7</sup> JSP 751 – Joint Casualty and Compassionate Policy and Procedures

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## CHAPTER 4

### CHARGES

#### SECTION I

##### ACCOMMODATION CHARGES FOR ENTITLED PERSONNEL

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

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

#### SECTION II

##### SFA CHARGE

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

- a. Rental element
- b. Furniture Hire - Unfurnished/Part Furnished/Furnished as provided (see paras 0610 and 0611).
- c. Water and Sewage element.
- d. Garage/Car Port charge as appropriate

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

## SECTION III

### CHARGES FOR GARAGES

0405. **Garages / car-ports.** Garages and car-ports allocated to Service personnel (whether or not used for storing vehicles) are to be charged at the appropriate standard or sub-standard Garage or Car-Port charge for each car space. A garage or car-port which measures less than 5.3 x 3.0 m clear internally<sup>1</sup>, or a garage which is determined by a Board of Officers to be of such insubstantial construction as not to provide adequate security qualifies for a sub-standard charge. Private vehicles and personal effects are stored in a garage at the sole risk of their owners.

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

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

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

## SECTION IV

### OTHER CHARGES

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

0410. **Council Tax.**

- a. A contribution in lieu of Council Tax (CILOCT) is paid by Regular Service personnel occupying SFA under existing arrangements made by MOD, which entitles personnel to the full range of facilities and support which would normally be provided by a Local Authority in UK; such as schools, social services, roads, police, fire brigade, recreation facilities, environmental health, refuse collection and street lighting. This includes the provision of a reasonable number of free bin bags – BF(G) only.
- b. Civilian occupants are responsible for payment of Council Tax direct to the Local Authority concerned from the date of occupation.
- c. Those F&C personnel paying at the entitled rate who are subject to the

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<sup>1</sup> 6.1 x 3.0m for Types I and II OSFAs.

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

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

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

0412. **TV Licence.** Occupants are responsible for purchasing an appropriate television licence (if applicable) if they intend to install or use (or intend to use) a television receiver for the purpose of receiving or recording television programme services.

## SECTION V

### **ACCOMMODATION CHARGING – ENTITLED PERSONNEL**

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

0414. **Hirings as SFA.** Hirings as SFA are to be graded for charge in accordance with MOD's 4 Tier Grading Regulations.

0415. **Overseas Rent Allowance (ORA) claimants.** Local sponsors responsible for approving ORA are to determine the accommodation type and grade for charge based on the actual accommodation which is occupied in accordance with MOD's 4 Tier Grading (4TG) Regulations (JSP 464 Part 4)<sup>2</sup>. Where it proves impractical to visit each ORA property to determine the grade for charge, a sensible judgement is to be taken based on the details of the accommodation which are available and informed by local knowledge, experience and precedent.

0416. **Single and unaccompanied personnel occupying SFA by dint of their appointment.** Single and unaccompanied Service personnel who are entitled to occupy SFA by dint of their appointment should pay the SLA charge in accordance with single Service Regulations. Where payable, the charge should be set to reflect the type and grade of SLA which they would normally have occupied at their duty station.

0417. **Occupants of SFA misappropriated as SLA.** Single and unaccompanied personnel occupying SFA misappropriated as SLA should pay the SLA charge at an appropriate grade which broadly reflects the standard and location of accommodation which is occupied as determined by the Local Service Commander, in accordance with single Service Regulations. Where necessary, a 4 Tier Grading Board may be convened to determine the appropriate grade for charge.

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<sup>2</sup> Under JPA, occupants of family and single accommodation provided under the ORA scheme will pay Grade 2 accommodation charges of the equivalent SFA or SLA Type (which reflects the normal standard of accommodation overseas), unless the CO is satisfied that a higher charge (Grade 1) or lower charge (Grade 3 or 4) would be appropriate based on the standard of accommodation provided – see ORA Regulations in JSP 752.

## SECTION VI

### ACCOMMODATION CHARGES FOR NON ENTITLED (ELIGIBLE) PERSONNEL

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

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

0420. **Other non entitled (eligible) occupants.** Other non entitled (eligible) occupants are to be charged the non entitled rate (local market rate determined by Defence Estates), unless there are particular agreements with the MOD which may specify a different charging regime. Further direction on accommodation charging for non entitled personnel is contained in DCI GEN 166/04 which is sponsored by MOD Fin Pol (Repayment)1b.

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

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## CHAPTER 5

### APPLICATION AND ALLOCATION PROCEDURES

#### SECTION I

##### PROCESS OVERVIEW

0501. **The application, allocation (and vacation) process.** The application, allocation (and vacation – see Chapter 7) of SFA (house, bungalow or flat) is a self-perpetuating process which is driven by the mobility of Service personnel between duty stations. While this JSP is the primary document for SFA allocation, differing conditions apply to Operational areas and PJOBS. Accordingly, personnel posted to these locations where SFA is available should obtain and read a copy of the in-Theatre accommodation policy prior to applying for SFA. The purpose of the application and allocation process is to provide Service personnel with appropriate SFA at their new duty station in accordance with their accommodation required date. Garrison/Station Housing staffs will operate a responsive housing service which is reactive to the submission of the SFA application form, and which is configured to provide applicants with maximum notice of address.

#### SECTION II

##### WHEN AN APPLICATION FOR SFA MAY BE MADE

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

- a. **On receipt of a Assignment Order.** On receipt of an Assignment Order to a new assignment either at the same duty station, or at another duty station, personnel are to:
  - i. Notify their existing Garrison/Station Housing staffs that they are assigned within 14 days of receipt of the Assignment Order (unless they are deployed on operations or at sea when this may not be possible, in which case they are to notify them within 14 days of their return).
  - ii. If appropriate, submit an application for SFA to the appropriate Garrison/Station Housing staffs (or appropriate DE-Ops Regional Housing Information Centre (HIC) in UK) at their new duty station.
  - iii. If appropriate, submit a request for retention of their current SFA to their existing Garrison/Station Housing staffs (in accordance with Para 0707).
  - iv. If the Assignment Order is for a nominated Campaign Continuity Tour of over 9 months in duration, the Service person has the option to apply to move to an area of enhanced support (See 0505b) up to 6 months before the commencement of their Operational Tour.
- b. **On Marriage/Civil Partnership.** Whilst there is no entitlement to SFA prior to the date of marriage/civil partnership, if circumstances and availability permit, Garrison/Station housing staffs may be able to make SFA available up to 2 weeks

prior to the date of marriage/ civil partnership to assist the Service applicant in moving in furniture and possessions. However, occupation of the property by the Service person and/or their intended spouse/civil partner is not permitted until the date of marriage/civil partnership.

c. **Early Mover Status.** Early Mover Status (EMS) allows Units effected by a relocation to plan a staggered relocation of families by up to 12 months either preceding or following the expected date of the Unit move. Prior to an application for EMS, Units must liaise with DE Ops (or other housing provider if overseas) to ensure that sufficient SFA properties are available at the new location as there is no entitlement to SSFA. Where a Unit has been granted authority by the PACCC to award EMS, qualifying Service personnel are then permitted to apply for SFA (together with DA and removals) at the new duty station. EMS may also be granted to those assigned to join a Unit that is about to relocate within 12 months, allowing them to relocate directly to the new duty station in order to avoid the need for a double move. Full details are given within JSP 752 Chapter 7 para 01.0108.

d. **Change in circumstances.** When requiring re-allocation following a change in circumstances, or becoming entitled to SFA due to an impending change of PStatCat, or by virtue of appointment.

## SECTION III

### SUBMISSION OF THE SFA APPLICATION FORM

0503. **Application Form.** Personnel requiring SFA are to submit the SFA Application Form at Annex A to the appropriate Garrison/Station Housing staffs (or Regional HIC if in UK) at their new duty station.

0504. **Families with Additional Needs and Disability Requirements.** Where a family has a dependant with additional needs and/or disabilities that will require adaptations to the property or its access, the application is to be supported by written professional documentary evidence (eg OT report) from an appropriate source.

a. Overseas commands are to apply the main principle of UK legislation applicable to disabled and additional needs dependants, where it is practicable to do so. However, there are exceptional cases, particularly those dependants with complex disabilities or additional needs, where it is not possible to replicate the level of support to that available from local authorities within the UK. It is for this reason that assessments are carried out on all dependants with disabilities and additional needs prior to the family moving overseas.

b. Applicants for accommodation in Overseas commands are to ensure that they have correctly complied with AGAI 108, for Army personnel, and AP 3392 Vol 2 Leaflet 2411, for RAF personnel, in that they have informed their Single Service Manning Authorities of any particular Social, Educational or Medical needs prior to taking up an appointment. Once authority has been given by Overseas command HQ for an individual to serve within the Command with particular Social, Educational or Medical needs then appropriate accommodation will be allocated.

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

a. This may be specified at any time up to 4 weeks before, and 4 weeks after, the date of assignment (ie within a 8 week window) except for those assigned to Campaign Continuity Operational Tours (see 0505b below). There is no entitlement to SFA prior to the date of assignment unless vacating tied/ex-officio SFA (when exceptional authority may be authorised by the Local Service Commander for up to 3 months) or posted overseas from UK, Garrison/Station Housing staffs will make every effort to meet an applicant's required date if it is before the date of assignment. In certain Operational Theatres / PJOBS, it may be necessary for the Garrison/Station Housing staffs and the applicant to identify flexibility in the applicant's required date due to the limited number of SFA available and/or the absence of SSFA alternative (eg CBFSAI). The applicant's required date may have to slip in order for suitable SFA to become available.

b. Where the Service person has been assigned to a Campaign Continuity Operational Tour of 9 months or more, they will exceptionally be entitled to request to occupy SFA from up to 6 months prior to their date of deployment through to 3 months after their deployment to settle their families at either:

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

ii. An area of their choice prior to their next place of permanent duty irrespective of whether a permanent duty assignment order has been issued. The area of choice that a family may move to is either to a location within the UK or to a location within the Command that the family is currently accommodated, and hold authorised status, but entitlement to SFA is subject to it being within the bounds of the relevant host nations agreements. Families will not be allowed to move between commands. It is intended that this location will be at the nearest Duty Station where SFA is available and immediate family support or an area of Service affinity might be able to provide additional support to the Service person's family during the Operational Tour. Substitute accommodation will only be procured in exceptional circumstances. Entitlement to SFA in this location will cease on the day of their assignment to the next permanent place of duty (unless the SFA meets the radii criteria for the new permanent duty station).

iii. These moves will be counted as being for Service reasons.

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

a. **Applications received by Garrison/Station Housing staffs more than 4 months before the required date.** Garrison/Station housing staffs will, whenever possible, administer SFA Application Forms received more than 4 months before the required date, but there is no obligation for them to provide an address until 4 months before the required date.

b. **Applications received by Garrison/Station Housing staffs 4 months, or less, before the required date.** Applications received by Garrison/Station housing staffs 4 months before the required date, or at any time thereafter, will be

administered by them within 15 working days of receipt.

## **SECTION IV**

### **PROCEDURES FOR THE ALLOCATION OF SFA**

0507. **Administration of the SFA Application Form.** Garrison/Station Housing staffs are to provide applicants for SFA with a provisional address within 15 working days of receipt of a properly completed application form (MOD F1132) – where it is submitted up to 4 months ahead of the assignment date. The allocation of type of property (houses, bungalows or flats) to other ranks is not to be determined by rank but by the availability of SFA and subject only to the applicant's entitlement.

0508. **Making the Offer.** The allocation of is to be determined by the availability of SFA and subject only to the applicant's entitlement. The Housing staffs are to confirm the address of the offered and accepted SFA at the new Garrison/Station 28 days prior to the applicant's required date.

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

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

a. **Offer not to entitlement.** In the event that an offer is not to the applicant's entitlement, the Garrison/Station Housing staffs are to make a further offer within the original 15 working day period (if there is time remaining), or at the earliest opportunity thereafter. In this event, the applicant is entitled to retain SFA at their existing duty station until the further offer to entitlement is made.

b. **For personal reasons.** Allocations to entitlement can only be turned down in exceptional circumstances. If the justification for the rejection of the allocated SFA is supported by the Local Service Commander, Garrison/Station Housing staffs are to make one further offer to entitlement when a suitable SFA becomes available (but the application is not subject to the 15 working day administrative period). Failure to accept a second allocated SFA to entitlement will result in the applicant being removed from all lists. SSFA is not to be authorised in these circumstances. Discussion between Garrison/Station Housing staffs and the applicant may be necessary to identify flexibility in the applicant's required date, which may have to slip in order for them to identify a suitable SFA. While the applicant is entitled to retain SFA at their existing duty station (para 0707a) up to 28 days after their date of Assignment, retention beyond that time is only to be approved if surplus SFA is available. Garrison/Station Housing staffs are to seek assistance from the Local Service Commander when arbitration on a particular case is required.

0511. **Changes in the offer.** In the event that it becomes necessary for Garrison/Station Housing staffs to subsequently change the offer at any time after it has been accepted, they are to make a further offer of an alternative address. In the case of applicants with school age children for whom arrangements have already been made to attend local schools, the alternative offer is to be in the same school catchment area (unless otherwise requested by the applicant), so as not to jeopardise the school place.

0512. **Confirmation of address.** Garrison/Station Housing staffs are to confirm the address of the offered and accepted SFA at the new duty station 28 days prior to the applicant's required date.

## **SECTION V**

### **ALLOCATIONS LIST**

0513. **Categories.** Garrison/Station Housing staffs are to maintain a number of discrete categories on the Allocations List, which is to be maintained and reviewed by them on a daily basis:

- a. **Application List.** The List which consolidates:
  - i. New applications (including applications for medical, welfare and compassionate cases), which have been received and which are being administered within the 15 working day period.
  - ii. Previous allocations of SFA which have not been to entitlement and which are subject to a further first offer.
- b. **Allocated List.** The list of those applicants who have received and accepted an offer of SFA (which may be based on pre-allocation), the address of which is to be confirmed 28 days prior to the applicant's required date.
- c. **Waiting List.** Applicants who have received an offer of SFA to entitlement and turned it down for personal reasons (supported by the Local Service Commander), and are awaiting a second SFA allocation. Failure to accept a second allocated SFA to entitlement will result in the applicant being removed from all lists.
- d. **Transfer List.** The list of those personnel already in occupation of SFA who are subject to a mid tour move.
- e. **Eligible List.** The list of those eligible personnel who seek to occupy temporarily surplus SFA.

## **SECTION VI**

### **TAKEOVER AND MOVE INTO SFA**

0514. **Timescale.** Personnel are to take over and move into the accepted SFA within 14 days of their stated required date. SFA charges will commence from the date of occupation by the family or the 15<sup>th</sup> day if occupation has not occurred.

0515. **Takeover of SFA.** There are 3 categories of individual who may take over the accepted SFA as follows:

- a. The entitled person to whom the SFA is allocated.

b. A Service proxy appointed by the Service person as long as written authority (Proxy Certificate) has been given by the Service person to the Service proxy to take over the property and to sign the inventory.

c. The Service person's spouse/civil partner in circumstances where the Service person cannot attend move in for Service reasons. Written authority (Proxy Certificate) must be given by the Service person to the spouse/civil partner to take over the property and to sign the inventory on the Service person's behalf.

## SECTION VII

### **MID TOUR MOVES – RELOCATION PROVISIONS**

0516. **Guidance.** The provisions set out below are for guidance only. Entitlements contained in tri-Service or single Service relocation regulations have primacy over this guidance.

0517. **Publicly funded mid-tour moves.** A mid tour move undertaken for Service reasons should be at public expense – i.e. the individual is entitled to the full relocation provisions and the appropriate rate of DA. It does not matter whether the occupied SFA is below, to, or above entitlement, or whether it was occupied by choice or for Service reasons. Mid tour moves for Service reasons include situations where a move is necessary for disposal or upgrade programmes; and where entitlements change as a result of changes in family size or on promotion. Service reasons may also include a move from rented accommodation where it will result in a saving to public funds, even if the move was requested by the Service occupant.

0518. **Exceptional authority for a publicly funded mid tour move.** However, there could be other circumstances that do not fall within the definitions of Service reasons at Para 0516 above, but where nevertheless a move at public expense might be appropriate. Individuals may therefore submit a case for exceptional authority for a publicly funded move, through appropriate channels, to the single-Service branches responsible for considering such cases. Exceptional circumstances might arise where there are compassionate, welfare, or medical reasons for a move. Crucial to informing the decision would be provision of the appropriate supporting evidence from doctors, social workers, SSAFA etc.

0519. **Privately funded mid-tour moves.** Personnel who decide to move from SFA for personal reasons can do so at private expense.

Annex:

A. Application to Occupy SFA



**MOD Form 1132  
(Revised 16 Sep 10)**

**MINISTRY OF DEFENCE**

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

HIC / Overseas Command Application No.:-   
(Only for HIC / Office Use)

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

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

**PART 1 - BASIC PERSONAL APPLICATION DETAILS**

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

Service: (RN, Army, RAF, FTRS (FC/LC/HC), MPGS, NRPS)		Service Number: (or MOD Civilian Staff Number)	
Rank or Title: (eg Wg Cdr / Sgt / Mrs)		Chaplains / Civilians Overseas: Equivalent Military Rank	
Forename(s):		Surname:	
Date of Birth (dd/mm/yy):		Gender (M/F):	
Enlistment / Commission Date (dd/mm/yy):		Discharge / Termination Date (dd/mm/yy)	
Personal Status (PStat) Category (JSP 464 Ch 1) on occupation:		Date of impending Marriage / Civil Partnership	
E-Mail address: (if applicable)	<input style="width: 100%; height: 20px;" type="text"/>		

Address where correspondence / offer should be sent (ie your current accommodation address):

to: \_\_\_\_\_

Postcode/BFPO \_\_\_\_\_

Contact Tel No: \_\_\_\_\_ (inc Std / Intl / Mil code where applicable)

Mobile Tel No: \_\_\_\_\_

Are you assuming a designated 'in Command' appointment (See Note 3). In the event of uncertainty, clarification will be provided by sS Housing Colonel Staffs.	Yes	<input style="width: 40px; height: 20px;" type="checkbox"/>	No	<input style="width: 40px; height: 20px;" type="checkbox"/>
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If 'In Command': what is your appointment?	
--------------------------------------------	--

Are you a Foreign & Commonwealth applicant not serving in the UK Armed Forces? (Y/N):	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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**Non-British Forces Personnel only:**

Nationality	
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Are you serving in a designated Exchange Appointment?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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Complete the following table with the permanently resident members of your family (including Spouse / Civil Partner) for whom you require SFA; (See Note 4 as to which children should be included).

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

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

I verify that this application is for SFA:

(Tick one box as appropriate)

A new allocation to entitlement at my new Duty Station / Port Area

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

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

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

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

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

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

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

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

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

A request for temporary SURPLUS SFA

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>



### **PART 3 – CURRENT ASSIGNMENT DETAILS**

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

### **CURRENT HOUSING ARRANGEMENTS.** Is your current home:

SFA in UK?	Yes		No	
If your current home is SFA / Substitute SFA managed by DE Ops Housing, enter the address and read Note 7 regarding Notice to Vacate / Move Out requirements.				
SFA in an overseas location?	Yes		No	
<i>Rented on ORA (Applicable to Overseas Stations Only)</i>	Yes		No	
Private accommodation?	Yes		No	
If Private, what is the postcode of the property?				
Single Living Accommodation (or Substitute Service Single Accommodation (SSSA))?	Yes		No	
Substitute Service Family Accommodation?	Yes		No	
Do you own a property within 50 miles from your new place of duty which you have purchased / extended with the aid of an extant LSAP loan (JSP 464 Part 1 Ch3 / JSP 752 Ch 2.0446)?	Yes		No	

**PREFERENCES:**

<b>All applicants to Answer:</b>			
Would you like a garage	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
<b>If Yes, please complete the garage application form attached.</b>			
Do you have any large pets (dogs/cats etc)?	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
<b>If yes, please complete Annex B (Permission for Pets to be kept in SFA).</b> You are advised to make yourself familiar with the additional cleaning requirements for pets at move out – JSP 464 Pt 1 Chap 7 or Part 2 Chap 6 - and sign that you understand the requirements placed upon you if permission is granted.	Signature: _____ Name: _____		

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

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

**EXTENDED DURATION DEPLOYMENT OPTIONS**

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

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

## **PART 4 – DATA PROTECTION ACT 1998**

### ***PLEASE NOTE***

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

## **PART 5 – SIGNATURE OF APPLICANT**

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

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

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

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

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

Responsible Officer's Signature: \_\_\_\_\_

Rank and Full Name: \_\_\_\_\_

Appointment: \_\_\_\_\_

Email Address: \_\_\_\_\_

Military Telephone Number: \_\_\_\_\_

Civilian Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

--

UNIT STAMP

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

## FURNISHING REQUIREMENTS

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

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

Address Allocated (HIC use only)	Date of Move In

Number of Children (insert age in relevant box):

Male:							
Female:							

Do you require any furnishings (See Note 10.) **Yes / No.**

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

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

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

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

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



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

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

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

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

### GARAGE APPLICATION

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

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

I wish to apply for a garage Yes  No

From (date) \_\_\_\_\_

---

(To be completed by your Local Housing Provider)

#### **OFFICE USE ONLY**

Date application received \_\_\_\_\_

Offer letter sent Yes  No

Waiting list letter sent Yes  No

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

**(For completion by Licensee)**

<b>Name Of Licensee</b>	
<b>Rank</b>	
<b>Service Number</b>	
<b>Contact Tel No</b>	
<b>SFA Address</b>	

**Use a separate entry for each pet.**

<b>Type of Pet</b> (JSP 464 Pt 2 Para 0619b)	<b>Breed</b>	<b>Colour</b>	<b>Is pet caged?</b> <b>Yes / No</b>

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

Signature.....

Name (Block Capitals).....

Date.....

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

## **RULES FOR KEEPING PETS IN SFA**

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

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Para 0622 - Categories of repair

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## CHAPTER 6

### RULES AND CONDITIONS FOR OCCUPATION

#### SECTION I

##### SERVICE LICENCE

0601. **Issue of Service Licence.** Housing staffs are responsible for issuing each Service or entitled civilian occupant of SFA or a hiring with a Service Licence to Occupy SFA which is to be countersigned by the Housing staffs on move in. If the Head of Household is unable for Service reasons to attend move in, the signed Licence is to be handed to the Service proxy or spouse/civil partner and will be extant from the date of move in. Where SFA is taken over by a unit representative on behalf of the licensee, the licensee has 14 days after moving in to notify the Housing staffs of any defects or deficiencies. Housing staffs will ensure that the conditions of the Licence are adhered to and will initiate any action required to remedy any breach of conditions.

0602. **Single service personnel.** Single Service personnel (entitled or eligible) occupying SFA are to sign the Service Licence including the additional caveats relating to single occupancy on the back page of the Licence.

0603. **Business/commercial activity.** The use of SFA for a minor business / commercial activity eg. Internet and home working; mail order catalogue; cosmetic representative; kitchenware sale; registered child minding etc is not generally prohibited but prior permission must be sought from the Local Service Commander (In BF(G) the business is also to be registered with both the local BF(G) Customs and Immigration Office and Garrison/Station HQs). This is particularly relevant if the SFA is behind the wire where there are security and access considerations. Such activities must not be prejudicial to the good order of the SFA estate and the general interest of other occupants. Business/commercial undertakings requiring installation of industrial machinery, storage of heavy, large, toxic or explosive materials, car repairs or constant visits to the SFA by members of the public (eg surgery/advice services) are not permitted in SFA and the unauthorised use of a SFA for such an activity could lead to compulsory vacation.

0604. **Payment for damage.** The Service Licensee is liable under the Service Acts for damage and loss (other than fair wear and tear) caused to the Property and any fixtures and fittings (and MOD furniture and furnishings in the Property on their signature), by their proven personal negligence, or by the proven negligence of members of their family and visitors under those circumstances where the Licensee might have taken reasonable steps to prevent the occurrence. The Licensee is also liable for damage caused by pets. Service Regulations may set a limit on the Licensee's financial liability for such damage. On those occasions when consultation between the Housing staffs and the occupant does not resolve the case, the matter is to be examined by the Housing staffs in consultation with the Local Service Commander who is ultimately responsible for making a judgement. It is open to the Local Service Commander to base such judgement on the findings of a Board of Inquiry which he/she may convene to investigate the circumstances of the damage and to decide whether the Licensee (or members of their family and visitors under those circumstances where the Licensee might have taken reasonable steps to prevent the occurrence) has been negligent or has acted wilfully. Guidelines for the assessment of charges in respect to damage to MOD furniture and furnishings are contained in JSP 384

Chap 13. Current single Service Regulations will apply with regard to raising debit vouchers.

0605. **Insurance.** Licensees are strongly advised to arrange insurance for their potential liability to your housing provider. Licensees need to be aware that there is no pre-determined limit on their potential liability and they should arrange insurance cover for an appropriate sum based on their personal circumstances. Licensees are also strongly recommended to arrange insurance for:

- a. Liability to the housing provider for at least the sum currently advised by the MOD.
- b. Their personal property and that of any spouse/civil partner or child(ren).
- c. Their liability to third parties in respect to injury to them and damage to their property.

0606. **Right of entry into SFA.** Representatives or agents of the Crown and their contractors have a right to enter SFA for legitimate reasons such as repair and renovation, public economy or safety, or for any other legitimate purpose, at reasonable times on giving at least 48 hours advance notice, or immediately in the event of an emergency. The Crown, represented by the Local Service Commander or other proper authority has a right of entry into SFA for the purpose of inspection or for any other legitimate purpose, having given reasonable notice.

0607. **Storage of privately owned weapons in SFA.** All privately owned firearms (including shotguns) and ammunition held within MOD establishments must be the subject of a firearms (or shotgun) certificate. The storage of privately owned firearms (including shotguns) and ammunition in SFA outside the wire is permitted with the prior written consent of the Local Service Commander. Whenever possible, occupants of SFA behind the wire are to store privately owned firearms (including shotguns) and ammunition in approved Service armouries or licensed explosive storehouses as appropriate. Where this is not possible privately owned firearms may be stored in the SFA with the prior written consent of the Local Service Commander. Theatre instructions may impose further requirements in accordance with Agreements and/or legislation.

0608. **Satellite dishes & other encroachments.** Provided written permission is sought in advance from housing staffs, occupants will generally be permitted to carry out minor encroachments either on the outside or to the outside of their homes eg. erecting a greenhouse, garden shed, TV aerial, satellite dish or CB Aerial, house alarms and security lights. However, in the case of hirings all modifications are to be authorised by the Landlord via the local Estates Office. Encroachments will be inspected prior to move out and where it is considered that the encroachment does not provide added value to the property, the occupant will be required to remove and make good. All costs incurred in the removal will be responsibility of the occupant.

0609. **Parking and garages.** Parking facilities for occupants and their visitors exist on most estates. Some estates have garages, parking bays and carports within the boundaries of the property, others have communal bays and remote garage sites. Communal parking bays do not have designated parking rights for specific occupants, although exceptions to this rule will be made if occupants or their family members have disabilities. The parking of caravans, boats and trailers is not generally permitted however, occupants who wish to park caravans, boats and trailers must obtain prior

permission from the local Housing staffs and this may be granted where suitable spaces are available. In BF(G) caravans, boats and trailers are to be parked within barracks for security reasons. All occupants allocated a garage will be required to sign the garage licence at annex A.

**0610. Temporary absence from SFA.** Occupants and their families who are expecting to be temporarily absent from home for more than 3 weeks are advised to inform the local Housing staffs and the local civil or Service police (who may undertake patrols of Service housing areas). In BF(G) families who occupy SFA provided with 'shared' heating and hot water facilities are advised to notify their Unit Welfare Officer in advance if they are to be absent from their SFA for 7 days or more. The Unit Welfare Officer will notify Housing Staffs of the absence so that their personal Fuel and Light account can be rebated.

## **SECTION II**

### **PROVISION OF FURNITURE AND FURNISHINGS**

**0611. Applying for furniture.** All scaled items will be provided by MOD under single Service arrangements. SFA may be occupied in furnished, part furnished, or unfurnished states and the SFA charge is adjusted accordingly (see para 0611). The requirement should be stated on the SFA Application Form (MOD Form 1132). Housing staffs will liaise with the appropriate Service supply staffs to arrange scaling in accordance with the applicant's requirements. In addition, larger items of furniture that are not required can be removed (wharfed) from the SFA but there is no reduction in SFA charge unless the 50% threshold is crossed by the removal of that item in which case the part furnished charge will apply. Normally, wharfing is only carried out once during a standard occupancy.

**0612. Application of Part Furnished SFA Charge.** In 1992, the Armed Forces Pay Review Body (AFPRB) introduced a Part Furnished SFA charge for those occupying SFA with half, or less than half, the furniture. Application of the Part Furnished charge is to be calculated against the table at Annex A which provides percentage values for furniture items in each SFA Type. Where the furniture in SFA is calculated to be 50% or less, the Part Furnished SFA charge applies. The unfurnished SFA charge is only applicable to SFAs equipped with carpets, curtains, cookers and refrigerators, but none of the items at Annex B (unless fitted, for example built in wardrobes).

**0613. Furniture Charges for Enhanced Scaling.** Where occupants are required to undertake official entertainment or representational hosting and an enhanced furniture scale has been agreed, it is considered reasonable that the cost of this enhancement should be entirely at the Department's expense. Therefore, enhanced furniture scaling supplied to Senior Officers to meet official entertainment or representational hosting requirements including JSP 308 Book 1 Scale JS/3 is not to be counted when assessing furniture status

**0614. Replacement and cleaning at public expense.**

- a. **Carpets.** Carpets will normally be cleaned in accordance with Formation HQ policy. Should the need arise to clean the carpets before the agreed date, the cost must be borne by the licensee. Similarly, should the carpet need replacing before its scheduled expiry date in accordance with Formation HQ policy the cost appropriate to the age of the carpet will also be borne by the licensee.

- b. **Curtains.** Curtains will be cleaned and replaced when they are deemed to be unserviceable in accordance with Formation HQ policy.

## **SECTION III**

### **PROVISION OF FACILITIES FOR THOSE WITH ADDITIONAL NEEDS AND DISABILITIES**

0615. **Adapting SFA for those with additional needs and disabilities.** Where medical opinion confirms that the nature and extent of a dependant's need or disability is such that an accompanied Assignment is feasible, a suitable SFA should be allocated. In BFG, G1 Comp and G4 Estates, HQ UKSC(G) are to be informed a minimum of 3 months in advance to ensure that medical, educational and social provision can be provided in the required location. Necessary modifications will be carried out at public expense on endorsement from the appropriate Service medical authorities. When possible, a modified SFA should be retained in its adapted form for preferential allocation in the future. In the case of hirings all modifications are to be authorised by the Landlord via the local Defence Estates Office.

## **SECTION IV**

### **DECORATION OF SFA**

0616. **Interior/exterior decoration.** Interior and exterior decoration is the responsibility of the Property Manager and is to be undertaken in accordance with Formation HQ policy, depending on climatic conditions. Self-help interior decorating is not discouraged, but occupants must consult housing staffs beforehand. Approval to redecorate hirings may have to be sought from the Landlord via the local Defence Estates Office. If the occupant decides to use non-standard colours, or wallpaper, it must be accepted that by doing so the occupant may be liable to pay costs for labour and materials to bring the SFA back to the normal standard when it is vacated. The housing staffs conducting the move out will be the arbiter of whether or not redecoration is required, and to what extent, at the Pre Move Out Advisory Visit.

## **SECTION V**

### **GROUNDS MAINTENANCE**

0617. **SFA.** The responsibility for the conduct and funding for grounds maintenance work within SFA enclosed gardens is as follows:

- a. **Enclosed gardens within occupied SFA.** It is the occupant's responsibility to maintain the garden in a tidy condition including cutting the grass, maintaining the flower beds and existing shrubs and if applicable keeping hedges within local By Law heights (2m in BF(G)). Leaves are to be collected and garden (and other) rubbish is not to be accumulated around the property's exterior. However, the occupant is not responsible for the maintenance of trees within the confines of the property (see para e).
- b. **Grass cutting for oversize gardens (in excess of 0.2Ha/0.5 Acre).** Property Managers will, at the request of Housing Staffs arrange grass cutting in

oversize gardens (in excess of 0.2HA/0.5 Acre) as part of the grounds maintenance contract.

c. **Grass cutting for headless families.** Grass cutting in enclosed gardens for headless families is not an entitlement. However, at the request of Housing Staffs, Property Managers will arrange for this to be carried out at public expense. In BF(G) this concession is applicable when heads of families are absent from the SFA for periods of 4 weeks or more for Service reasons (eg operations, training, long courses etc). The criteria for obtaining this service is on request for families through Unit Welfare Officers.

d. **Voids.** On request from Housing Staffs, Property Managers will arrange for grass cutting and other general grounds maintenance within gardens of vacant SFA.

e. **Tree surgery.** Occupants of SFA are not responsible for tree surgery in enclosed gardens. The occupant is to refer tree maintenance work to the local Housing Staffs who will arrange for the necessary work to be carried out by Property Managers.

0618. **Open estate areas.** At the request of Housing Staffs, Property Managers will arrange grounds maintenance work in open estate areas including unenclosed front gardens.

## SECTION VI

### PETS

0619. **Keeping pets in SFA.** It is recognised that many families like to keep pets for comfort and protection. However, the wishes of the occupants to keep pets have to be balanced against the sensitivities of other occupants living nearby, and the availability of suitable facilities within the SFA for the pet. In BF(G), families should be aware that 'Dangerous Dog' legislation is applicable in the Federal Republic of Germany. German legislation contains special requirements to be met covering both dogs and owner before permission is given for the animal to remain in the country. In order to keep a pet in SFA, the occupant is required to seek written permission (Annex B to MOD F1132 – SFA application form) from the GSO/SSO at each duty station before acquiring the pet/bringing the pet into BFG. Similar legislation may apply in other theatres in accordance with local Standing Orders and/or Instructions. The occupant is required to seek written permission for each pet. Small domestic pets will normally be permitted except where:

a. The SFA is considered to be unsuitable for the type of domestic pet (eg a dog requires exercise outside and the flat/house has no private garden). Additionally, in hired properties, most Landlords refuse permission to keep a pet in their residences. This applies particularly in BFG where over 50% of families live in flats. In this context, families need to be aware that the possession of a pet may delay the allocation of SFA until a suitable 'pet' property becomes available.

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

- c. The pet has caused a nuisance in the past at a previous SFA.
- d. The occupant already has other pets. Applications to keep further pets will be considered on a case by case basis.

0620. **Control of pets.** Occupants must make certain undertakings including keeping pets under proper control and preventing nuisance. Failure to keep to these undertakings may mean that permission to keep a pet will be revoked. Whilst every effort will be made to allocate a suitable SFA to pet owners it cannot be guaranteed. In BFG, German legislation provides strict control measures to owners of pets and in particular to dogs. Failure to keep within the law may not only result in criminal proceedings by Local Authorities but is also likely to lead to permission to keep a pet being revoked.

0621. **Cleaning of SFA on move out.** Personnel who receive permission to keep a domestic pet(s) in SFA will be required to leave the property to move out standard and provide evidence that the floor coverings and/or soft furnishings have (in the case of cats and dogs) been professionally cleaned or the occupant has self administered an appropriate pesticide and/or deodorising treatment applied prior to moving out.

## SECTION VII

### REPAIRS

0622. **Categories of repair.** Local Housing staffs are responsible for notifying SFA repairs to either Property Managers or Landlords of hired properties as applicable. Occupants are required to report any defects in the SFA to the housing staffs in accordance with local Standing Orders and/or Instructions. They will categorise each repair based on urgency and arrange for Property Managers and/or Landlords of hirings (as appropriate) to take the following action:

- a. **Emergency repairs.** Emergencies include problems affecting health, safety or security (eg. flooding, complete electrical failure, gas leak, blockage of only WC), and central heating failure where children or elderly people are affected. Property Managers/Landlords will endeavour to effect repairs within 24 hrs. Should this not be possible, Housing Staffs will offer temporary alternative accommodation. This may be other SFA or hotel accommodation as appropriate.
- b. **Urgent repairs.** On request from Housing staffs, Property Managers / Landlords will endeavour to carry out the repair within 5 working days. Urgent problems cover those causing serious discomfort or likely to lead to serious damage (eg. water leaks, blocked drains or WC, power failure, loss of hot water supply, or central heating failure during the winter).
- c. **Routine repairs.** On request from Housing staffs, Property Managers/Landlords will endeavour to carry out the repair within 2 months. Routine repairs are those that can be deferred without causing serious discomfort, inconvenience or damage.

Annexes:

- A. Housing Sponsor Garage Licence Agreement (For Service Licencees)
- B. Application of the Part Furnished SFA charge - % points per furniture item.

**HOUSING SPONSOR**  
**GARAGE LICENCE AGREEMENT (FOR SERVICE LICENSEES)**  
(to be returned to Housing sponsor on completion)

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

Name: "the Licensee"

Of (Address of SFA): "the Property"

a **licence** to occupy a garage located at (address of garage): "the Garage"

on the following terms and conditions.

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

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

5. The Licensee also agrees not to:

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

**DECLARATION**

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

**DEDUCTION FROM PAY**

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

Signed by the Licensee.....

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

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

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

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

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

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

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

\* Includes chests of drawers

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## CHAPTER 7

### MOVE OUT OF SFA

#### SECTION I

##### INTRODUCTION

0701. **Move out by entitled personnel.** Entitled personnel who have been allocated SFA (including above entitlement SFA) and either they, or their family or household have taken up occupation, will not normally be required to move out unless circumstances arise which make the continued occupation of the accommodation inappropriate or impossible.

#### SECTION II

##### NOTICE TO VACATE

0702. **Notice to vacate by local housing staffs.** The Licence may be terminated by housing staffs, in consultation with Local Service Commanders /Civil Secretariat, at any time on giving the required notice of a minimum of 93 days. However, it will not normally be terminated except in the following circumstances:

- a. On assignment away from the location.
- b. Resignation, retirement, or discharge.
- c. Absence without leave over 21 days.
- d. Change of personal status category (other than from PStatCat 1 to PStatCat 2 or vice versa).
- e. The SFA being required for disposal. Wherever possible, local housing staffs are to give SFA occupants at least 6 months advance notice of the intention to dispose of the SFA, with the appropriate notice to vacate at the 93 day point. A move under these conditions to new accommodation will be made at public expense and will attract the appropriate level of Disturbance Allowance.
- f. The SFA being required for upgrade/modernisation. Wherever possible, local housing staffs are to give SFA occupants at least 6 months advance notice of their intention to carry out upgrade/modernisation work, which may or may not require decant/vacant possession, with more specific details as to the timetable of work and notice to vacate (if appropriate) at the 93 day point. A move under these conditions to new accommodation will be made at public expense and will attract the appropriate level of Disturbance Allowance.
- g. Breach of the Licence Agreement.

h. Misconduct or misbehaviour by the Licensee, or any member of that person's family or any other person living in or using the SFA. In the case of disciplinary discharge, Housing Staffs may give a minimum of 28 days notice of termination of Licence. Where it is proposed to terminate a licence in these circumstances the case is to be referred to the Senior Officer in Theatre for a decision.

i. For Service reasons.

0703. **Notice to vacate SFA by the occupant.** If, after an initial 3 months period, an entitled Licensee wishes to terminate occupancy for any reason, 93 days notice of termination should normally be given to the Housing Staffs and Unit Welfare Officers. However, it is accepted that in certain circumstances, such as short notice Assignments where the occupant is obliged to give shorter notice, 93 days notice may not be possible.

0704. **Deferred passage on return to UK.** In overseas stations families returning to the UK normally accompany the entitled person and the SFA is to be vacated on or before they leave the station. When a deferred passage has been authorised a family may, at the discretion of the Local Service Commander, remain in occupation of SFA after departure of the entitled person.

0705. **Move of station within an overseas command.** When a service person moves station within an overseas command or between stations overseas, vacation of SFA is entirely at the discretion of the Local Service Commander. In BFG, families will be required to move in SFA within the new duty Garrison.

## SECTION III

### ASSIGNMENT OF SFA OCCUPANTS

0706. **Notification to the local housing staffs.** It is the responsibility of Service occupants to notify Housing Staffs of an impending move within 14 days of receipt of official notification of assignment. Where possible, the local Service Commander is to notify housing staffs of all forthcoming moves out of station for all Service personnel in SFA (both Unit and individual assignments) on a monthly basis. In addition, housing staffs are to be informed of any particularly sensitive changes in entitlement, especially the death of a Service Licensee or a member of their family.

## SECTION IV

### RETENTION OF SFA

0707. **Retention of SFA on Assignment.** Whilst the entitlement to SFA normally ceases at the previous duty station on the date of assignment (Para 0702a), it is admissible in certain circumstances and for specified periods of time for personnel to apply to the housing authority (in BFG the Garrison Headquarters and G1 HQ UKSC(G)) to retain their SFA at their previous duty station beyond the date of Assignment as an extension of their entitlement (Para 0314). The duration of the retention should in all cases be specified, restricted to the minimum period necessary, and not exceed a period of 12 months (unless exceptional authority is granted). Personnel may reapply to retain their SFA for a further specified period not exceeding 12 months if the circumstances continue to persist. Conditions under which personnel may retain their SFA at a previous duty station are as follows:

- a. **SFA non-availability.** In cases where SFA is not available at or near the new duty station, retention will be authorised for a period of 28 days.
- b. **Short-notice Assignments.** Notwithstanding the availability of SFA at a new duty station, when notice of assignment is:
- (1) Less than 6 weeks, retention is admissible up to 3 months.
  - (2) Less than 3 months, retention is admissible up to one month.
- c. **Unaccompanied tours.** In cases where a post is designated unaccompanied and SFA is not provided at the duty station (eg unaccompanied tours overseas, or short courses of less than 6 months duration) retention of the SFA occupied by the family is admissible for the duration of the unaccompanied tour, or course.
- d. **Welfare/ Medical.** Where there are cases of considerable hardship including household member(s) with welfare needs, serious illness, impending or recent birth, retention of SFA is admissible. Cases are to be considered by the Local Service Commander in consultation with the appropriate welfare, medical and educational agencies and the accommodation sponsor. Approval will be given for specified periods, after which a further application may be made if necessary.
- e. **Educational.** MOD recognises that there are specific special circumstances regarding the education of Service children under which retention of SFA is admissible as detailed below. Where secondary education is provided in overseas commands, families should seek advice from Headteachers of Schools who are best placed to consider the circumstances of the case, and where appropriate, to issue an impact statement recommending retention of SFA on educational grounds. The educational grounds for retention of SFA are as follows:
- (1) Cases where children are reaching critical examination periods where retention of SFA/SSFA is admissible for up to 4 months (one academic term) leading up to the final public examination. In cases where it is not possible for the child to transfer schools while within 3 years of public examinations e.g. because of school availability in the new location, regional syllabus differences or particular Continuous Assessment Work requirements, retention of SFA will be possible up to the public examination, which will include only GCSE, A/S level, A Level and/or other nationally recognised, full time, higher and further education courses up to and including 1<sup>st</sup> Degree level (where the child lives permanently in the SFA and meets the definition of dependant offspring at Chapter 1, Annex C, sub para 7) and the recognised equivalent courses in Scotland. This is subject to successful re-application after 12 months.
  - (2) Where a child who may have special education needs is already undergoing statutory assessment at their current school, SFA may be retained for 2 academic terms or until the end of the academic year as appropriate, subject to the Headteacher issuing an impact statement.
- f. **Moves of short duration.** Retention is admissible in cases where the forthcoming move is to be followed by a second move within 11 months.

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

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

0708. **Retention of ORA.** Notwithstanding the provisions outlined above, there is no entitlement to retain ORA on assignment. Entitlement to ORA/ERA ceases on the 28th day following the date when the entitled person joins the new duty station or the date when a family passage becomes available to enable the family to accompany or join the entitled person, whichever is the earlier. If the Service person is assigned to an Operational Deployment, then the family may, as an entitlement, apply for allocation of SFA in an area of their choice in UK prior to their next place of permanent duty if the next permanent duty assignment order has not been issued. Entitlement to SFA in this location will cease on the day of their assignment to the next permanent place of duty (unless the SFA meets the radii criteria for the new permanent duty station).

## SECTION V

### MOVE OUT OF SFA FOR REASONS OTHER THAN ASSIGNMENT

0709. **Move Out for Service/Housing purposes.** When an SFA is required for long-term maintenance which cannot be carried out with the occupants in situ, move out is obligatory and a notice to vacate will be issued. A minimum of 93 days notice will be given. Alternative accommodation will be offered and the family will be relocated at public expense, and attract the appropriate level of Disturbance Allowance.

0710. **Move Out on discharge.** When a Service occupant of SFA has opted not to complete his/her last 6 months of service in UK and is due to leave the Armed Forces on discharge, that person's Administrative Unit is to inform the housing staffs immediately. The following periods of notice to vacate/quit SFA will be issued by housing staffs:

a. **Normal discharge.** On normal discharge, and on Premature Voluntary Release (PVR), the housing staffs will issue 93 days notice to vacate timed to expire on the last day of service. If occupants need a longer period of notice to support applications for alternative accommodation, they should request their Unit Welfare Officer to arrange this with Housing Staffs (not applicable in BFG).

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

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

0711. **Move Out following AWOL.** When a Service person has been formally declared Absent Without Leave (AWOL) (i.e. after 21 days), 93 days notice to vacate the SFA is served on the spouse/civil partner. During this period, accommodation charges will continue to be debited to the Service person's account. Service Administrative Units are required to notify the appropriate housing staffs at the 21 day AWOL point.

0712. **Move Out following the death of the entitled Licensee.** See Annex C to Chapter 3.

0713. **Marital/civil partnership breakdown/estrangement.** Marital/civil partnership breakdown occurs when a husband and wife/civil partner agree to live apart on a permanent basis, or when one party deserts the other. Whilst it is accepted that each case of marital/civil partnership breakdown may warrant special attention at the local level, the overarching regulatory position in handling cases of marital/civil partnership breakdown is as follows:

a. **'Cooling Off' Period.** Every effort is made by the Services to help effect a reconciliation before the Service person changes personal category status. If it is considered that a 'Cooling Off' period would assist in reconciliation the Local Service Commander may authorise a period of up to a maximum of 3 months. Under these circumstances it is usual that the Service person will move into SLA. The 'Cooling Off' period commences when this move takes place. The Service person will pay reduced food charges while continuing to pay SFA charges. (BF(G) only. Where the family is of British nationality, Unit Commanders should postpone countersigning AF1700 to ensure that all avenues capable of providing assistance to estranged families are left open, in particular the 'Dependant' status).

b. **After 'Cooling Off' period.** After the 'Cooling Off' period or as soon as it becomes apparent that there will not be a reconciliation, steps may be taken by the unit to repatriate families of British nationality to UK (where they would have an entitlement to occupy SFA in an area of their choice for a period of 93 days). At this point the Service person will change PStatCat. The Local Service Commander is to formally notify the housing staff of the change of personal status category by the fastest available means. On receipt of the change, Housing staff will arrange for Unit Welfare Officers to immediately issue a 93 day notice to vacate to the Service Licensee (and the estranged family if they have not already been repatriated to UK). In cases where the Service Licensee remains in occupation of the SFA (following desertion by his/her spouse/civil partner), the unit is also responsible for notifying the housing staffs of any known circumstances which may impact on the Service Licensee's availability during the period of the

notice to vacate (such as imminent deployment on operations, training commitments and detachments).

c. **93 day notice to vacate period.** During this period the Service person continues to pay the SFA charge in accordance with single Service regulations and pays standard food charges in SLA.

d. **On expiry of the 93 day notice.** Once the 93 days has expired, SFA charges are no longer raised against the Service person and the Service person pays full SLA charges. At this point, if the spouse/civil partner and family do not move out of the SFA, they become Irregular Occupants (IO)(See para 0801).

0714. **Desertion by spouse/civil partner.** In circumstances where the spouse/civil partner deserts the Service person there are 3 scenarios:

a. In the event that the Service person's PStatCat changes from 1 to 2 there is a continued entitlement to SFA.

b. In the event that the Service person's PStatCat changes from 1 to either 3, 4 or 5 there is no continued entitlement to SFA. In these circumstances, housing staffs are to serve the Service person with 93 days notice to vacate the SFA from the date of receipt of notification of the PStatCat change. Personnel in PStatCat 3, 4 or 5 are eligible to apply for surplus SFA.

c. The Service person (regardless of PStatCat) has a continued entitlement to SFA by dint of their appointment (see para 0302).

0715. **Separation of Service personnel when both spouse/civil partners are serving.** When both spouse/civil partners are Service personnel and there are no children involved, no authority exists for continued occupation of SFA by either party after the date of change of PStatCat and expiry of the appropriate notice. Both spouse / civil partners are required to move out of the SFA and return to appropriate SLA.

## **SECTION VI**

### **CERTIFICATE OF CESSATION OF ENTITLEMENT TO OCCUPY SFA**

0716. **Issue of Certificate.** The Housing Provider is to issue the Certificate of Cessation of Entitlement to Occupy SFA (Annex A) to any family which requests it in order to assist the family in seeking social housing in the UK on expiry of the notice to vacate their SFA. This certificate should be issued at least 6 months before cessation to entitlement to allow appropriate arrangements to be made.

	<h1 style="margin: 0;">MINISTRY OF DEFENCE</h1>	Mod Form Introduced 4/03 (Updated 7/09)
-----------------------------------------------------------------------------------	-------------------------------------------------	-----------------------------------------------

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

<b>I certify that</b>	(Name)	
	(Rank & Number) #	
<b>Of</b>	(Unit) #	
(# Omit if only family involved)		
<b>Will cease to be entitled to occupy</b>	(Address of SFA or Substitute SFA)	
<b>From</b>	(Date)	

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

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

The following special circumstances apply .....

.....

The household is as follows .....

.....

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**HOUSING PROVIDER STAMP**

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

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- Para 0802 - Repossession

## CHAPTER 8

### IRREGULAR OCCUPANCY

#### SECTION I

##### PROCEDURES

0801. **Expiry of the notice to vacate.** Irrespective of the cause of the loss of entitlement to occupy the SFA, when a Notice to Vacate expires and the family or members of the family remain in occupation of SFA they will become Irregular Occupants. At this stage housing staffs will decide, in consultation with the Local Service Commander and Service/civil welfare, whether to:

- a. Repossess the property, or
- b. Offer an alternative Occupancy Agreement (Agreement for Occupation of SFA).

0802. **Repossession.** Repossession of the property will be in accordance with respective SFA sponsor's Irregular Occupancy procedures.

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- A. Summary of personnel eligible to occupy surplus SFA

## CHAPTER 9

# OCCUPATION OF TEMPORARILY SURPLUS SFA BY ELIGIBLE PERSONNEL

## SECTION I

### GUIDING PRINCIPLES

0901. **Provision for eligible personnel to occupy surplus SFA.** In accordance with MOD's mandate to reduce the number of voids, provision is made for eligible personnel to occupy surplus SFA both inside and outside of the wire. Eligible personnel include the following:

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

0902. **Availability of surplus SFA.** The availability of temporarily surplus SFA for occupation by eligible personnel (Service and Civilian) will be dependent upon a variety of factors:

- a. The current level of Service demand.
- b. The predictability of likely Service demand in the future.
- c. Plans for refurbishment and/or disposal.
- d. Agreements (eg SOFA in BFG) which may dictate entitlement/eligibility to SFA.

0903. **Security requirements.** All applicants for surplus SFA housed inside and outside the wire will have to satisfy local Service security requirements and be approved by the local Service Commander.

0904. **Terms of occupation.** Allocation of temporarily surplus SFA to eligible personnel is made on a temporary basis and move out will be required if an entitled occupant requires the SFA, the SFA is subject to an upgrade or a disposal programme, or required for other Service reasons. A minimum of 28 days notice is to be provided to eligible occupants of temporarily surplus SFA.

## SECTION II

### ELIGIBLE PERSONNEL

0905. **Categories.** A detailed explanation of those categories of personnel considered to be eligible for occupation of temporarily surplus SFA, and the appropriate accommodation charging regime is at Annex A. Eligible personnel will be liable to pay accommodation charges at either the MOD entitled rate set by the AFPRB, the local market rate, or the non-entitled rate set by MOD Fin Pol.

## SECTION III

### PROCEDURES FOR THE ALLOCATION OF SURPLUS SFA TO ELIGIBLE PERSONNEL

0906. **Priorities of allocation.** Although each SFA sponsor's priorities will reflect local needs, local Agreements may influence who may be considered to be eligible to occupy surplus SFA. The following suggested priorities (which apply in UK) may assist SFA sponsors in the allocation of surplus SFA where appropriate:

- a. **Priority 1.** Service personnel within the Theatre who would otherwise be entitled to SFA (e.g. not at the location requested, or within last 6 months having elected and been authorised to serve this period overseas). Service families requiring emergency housing for other welfare or compassionate reasons.
- b. **Priority 2.**
  - (1) **Priority 2a.** Service personnel PStatCat 3 or 4.
  - (2) **Priority 2b.** Service personnel PStatCat 5 and Service personnel serving unaccompanied (provided their family is not occupying SFA elsewhere).
- c. **Priority 3.** Recently retired and redundant Service personnel, widows/widowers of Service personnel who died in Service on expiry of their entitlement to SFA, and approved compassionate/welfare cases where repatriation to UK has not taken place **(Not applicable in BF(G))**.
- d. **Priority 4.** Estranged families who have not been repatriated to UK, once the 93 days notice to vacate has expired **(Not applicable in BF(G))**.
- e. **Priority 5.** UK, Foreign and Commonwealth Service personnel who do not otherwise qualify.
- f. **Priority 6.** Other civilian personnel employed by the Services **(Not applicable in BF(G))**.
- g. **Priority 7.** Other civilians (non-Crown employees) **(Not applicable in BF(G))**.

**Note:** An existing eligible licensee/tenant who is required to move out of surplus SFA because it is imminently required for an entitled Service applicant, is due for major

refurbishment, upgrade, disposal or for any other pressing reason may re-apply for a further surplus SFA at the appropriate priority.

0907. **Criteria for selection.** All applicants must demonstrate a need for the accommodation and be willing to comply with the terms of the Licence or Tenancy Agreement as appropriate. Eligibility will be assessed from the Application Form for the allocation of Surplus Property and by interview, and, in the case of civilian (family) applications, be supported by evidence (from the applicant's previous landlord where appropriate) of:

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

0908. **Applications and allocations.** In areas where demand exceeds supply, applicants will be placed on the appropriate Surplus Accommodation Waiting List in date order of assignment/date the accommodation is required and within each priority grouping. As suitable SFA become available, offers will be made to applicants.

0909. **Occupation agreements.** Eligible occupants of surplus SFA are to sign the following occupation agreements:

- a. **Service personnel.** Service personnel occupying surplus SFA will be required to sign the Service Licence (as is the case for entitled personnel); see Chapter 2 Annex A.
- b. **Non Service personnel.** Lettings to civilian occupants will be made under an appropriate Tenancy Agreement.

0910. **Size and Type of SFA to be offered.** The allocations process will attempt to ensure a match between the SFA available (size, location and facilities), the needs of the applicant (eg. size or mobility requirements), and their expressed wishes (eg. location). Normally Service applicants will be offered the Type of SFA appropriate to their rank and/or family size, although requests for different sizes and types of SFA may be considered where suitable SFA is available. In the case of other applicants, housing staffs will endeavour to meet the applicant's expressed wishes subject to availability.

#### **Annex:**

- A. Summary of personnel eligible to occupy surplus SFA

## **SUMMARY OF PERSONNEL ELIGIBLE TO OCCUPY SURPLUS SFA**

1. The following eligible categories of Service and Civilian personnel may occupy temporarily surplus SFA. Eligible Service personnel and civilian occupants occupying surplus SFA are liable to vacate if the SFA is required for an entitled occupant, is for upgrade, refurbishment, disposal or if the Local Service Commander's authority to occupy is withdrawn. Eligible Service personnel should be given 28 days notice wherever possible. Other occupants on discretionary contracts should be given the appropriate notice as stated in the occupancy agreement.

### **ENTITLED RATES**

2. **Single (and Unaccompanied) Service personnel.** Single Service personnel and Service personnel serving unaccompanied (provided their family is not occupying SFA elsewhere), for whom Single Living Accommodation is available, may request to occupy surplus SFA in accordance with the following criteria<sup>1</sup>:

- a. Applications to occupy surplus SFA should be approved by the local Service Commander and authorised by local housing staffs.
- b. No co-habitation for single personnel. Unaccompanied personnel (who are in receipt of unaccompanied allowances) may have spouse/civil partner/family visits for no more than 28 days (aggregated or continuous) in any 61 day period.
- c. Allocation of SFA Type (furnished, part furnished or unfurnished) is at the discretion of the local Service Commander in consultation with local housing staffs, depending on which SFA is considered to be surplus, the location of the SFA (preferably inside the wire), and taking account of any wider impact on the integrity of the SFA Estate.
- d. Only one authorised single (or unaccompanied) occupant per surplus SFA (no sharing).
- e. The single (and unaccompanied) occupant is to sign the Service Licence.
- f. Single (and unaccompanied) personnel should be given 28 days notice to vacate (whenever possible), and are required to move out if absences from the duty station exceed 56 days (unless dispensation to retain has been granted by the local Service Commander).
- g. Single (and unaccompanied) occupants pay the entitled rate of accommodation charge and SFA CILOCT (abated by 25% to reflect single occupancy).
- h. Single (and unaccompanied) personnel who occupy surplus SFA on assignment are entitled to current relocation allowances for moves from/to single living accommodation (UB and insurance allowance up to £35). Personnel who opt to move out of SLA to occupy surplus SFA mid tour, or are required to vacate the

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

surplus SFA mid tour, have no entitlement to relocation allowances. Singles occupying surplus SFA have no entitlement to the relocation package available to those living out in private accommodation.

i. Failure to observe the terms and conditions of occupancy may result in the Local Service Commander withdrawing permission.

3. **Different assignment location.** Service personnel in PStatCat 1 & 2 have the choice to occupy surplus SFA other than at their duty station (but not as an entitlement).

4. **Last 6 months Service.** Married /civil partnership Service personnel who choose to remain in their overseas location for their last 6 months service, prior to settling in that country, are entitled to SFA at their new duty station but may apply for a surplus SFA in an area close to where they intend to settle in order to facilitate finding employment and housing. In BFG, written permission from G1 PS, HQUKSC(G) is required before such an allocation will be made.

5. **Less than 6 months to serve.** Service personnel with less than 6 months service left may apply for surplus SFA at the entitled rate.

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

7. **Widowed Service personnel (PStatCat 3, 4 and 5).** Widowed Service personnel PStatCat 3, 4 and 5 may, on expiry of their entitlement to SFA (para 0311), occupy temporarily surplus SFA at the entitled rate.

8. **Service personnel - compassionate/welfare case.** Cases requesting surplus SFA for compassionate or welfare reasons must have supporting welfare evidence and be approved by the appropriate Local Service Commander on payment of the entitled rate. **(Not applicable in BF(G)).**

9. **WRVS.** WRVS workers are normally accommodated in SLA to Field Officer standard (bedroom, sitting room and en suite facilities), free of charge. Where such accommodation is not available or when it is inappropriate for Service reasons for WRVS to occupy SLA they are to be accommodated in SFA and the charges waived.

10. **Service Hospital Welfare Department (SHWD).** SHWD staff employed in designated Service Hospital appointments may be allocated surplus SFA on payment of the entitled rate **(Northern Ireland only).**

### **LOCAL MARKET RATE**

11. **MOD Civil Servants & MOD Trading Fund Agency Civil Servants.** Married/civil partnership Civil Servants, deemed suitable by virtue of the grade/nature/clearance of their employment, by the local Service Commander in consultation with the local housing staffs may occupy surplus SFA on payment of the market rate **(Not applicable overseas).**

12. **NAAFI employees.** Provision of accommodation for NAAFI employees is laid down

in the MOD/NAAFI Charter and JSP 315. Where suitable accommodation of the correct scale is not available, SFA may be provided to NAAFI staff and the rent waived. Other NAAFI employees may choose to be allocated surplus SFA as an alternative to their synopsis accommodation. The application is to be supported by HQ NAAFI (Human Resources Directorate) and forwarded to the local Service Commander for exceptional approval. In these cases, NAAFI are responsible for payment of the market rate.

13. **Widows/Widowers of Service personnel who have died in Service.** Widows of Service personnel who have died in Service, may, on expiry of their entitlement to SFA (paras 0325 and 0331), be granted a contract to occupy temporarily surplus SFA at the market rate **(Not applicable in BF(G))**.

14. **Civilian contract staff.** Married Contract staff employed on Base in a permanent capacity and deemed suitable, by virtue of the grade/nature/clearance of their employment, by the local Service Commander in consultation with the local housing staffs, may occupy surplus SFA on payment of the market rate **(Not applicable overseas)**.

15. **Other civilians (non-crown employees).** At the discretion of the local housing manager in conjunction with the local Service authority as appropriate, individual lettings of surplus SFA may be made to any acceptable applicants with resident families. These essentially 'civilian lettings' will be covered by a Letting Agreement **(Not applicable overseas)**.

# INDEX

## CHAPTER 10

### ALLOCATION OF SFA TO ENTITLED AND ELIGIBLE PERSONNEL

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##### **Annex:**

- A. Table - Allocation of SFA to entitled and eligible personnel

## **CHAPTER 10**

### **ALLOCATION OF SFA TO ENTITLED AND ELIGIBLE PERSONNEL**

#### **SECTION I**

##### **SUMMARY**

1001. For ease of reference, a summary of all entitled and eligible Service and Civilian personnel who may occupy SFA overseas is detailed at Annex A.

Annex:

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

**SUMMARY OF PERSONNEL ENTITLED AND ELIGIBLE TO OCCUPY SFA**

Ser	CATEGORY	ENTITLED	ELIGIBLE FOR SURPLUS SFA		PRIORITY FOR SURPLUS SFA (as apply)	POLICY BRANCH (for setting the appropriate charging regime)	CHARGING RATE SET BY	REMARKS
			Inside the wire	Outside the wire				
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
	<b>UK Regular Armed Forces</b>							
1	Service Personnel in PStatCat 1, 1c, 1S or 2 PSS occupying SFA within 3 months of confinement	✓ ✓				Standard entitled rate (DCDS(Pers) PM)	AFPRB	
2	Single Service personnel in PStatCat 3, 4 or 5 when employed in the following posts: a. Officers of OF3 rank & above serving in appointments designated by the MOD as being In Command b. RAF OF4 Station Executive Appointments c. RSM of major Army units or RAF Station Warrant Officers d. Service Chaplains e. Serving Army Welfare Workers	✓ ✓ ✓ ✓ ✓				Single Accommodation Charge (DCDS(Pers) PM)	AFPRB	
3	Single Service personnel PStatCat 3, 4 and 5 (and unaccompanied personnel provided their family is not occupying SFA elsewhere)		✓	✓	②	Standard entitled rate (DCDS(Pers) PM)	AFPRB	Subject to Local Commander's authority
4	Service Personnel in PStatCat 1 & 2 serving at a different duty stations can occupy surplus SFA elsewhere		✓	✓	①	Standard entitled rate (DCDS(Pers) PM)	AFPRB	Subject to Local Commander's authority
5	Married/civil partnership Service Personnel with less than six months to serve		✓	✓	①	Standard entitled rate (DCDS(Pers) PM)	AFPRB	When already serving in Theatre
6	Families of Service personnel whose post is designated unaccompanied and SFA is not provided at their duty station (eg unaccompanied tours overseas, or short courses of less than 6 months duration) are entitled to retain their SFA for the duration of the unaccompanied tour or short course.	✓				Standard entitled rate (DCDS(Pers) PM)	AFPRB	When already serving in Theatre
7	Families who have an entitlement to SFA overseas but choose for personal reasons to serve unaccompanied are eligible to, and may apply for, temporarily surplus SFA in UK. Personal preference will be taken into account where possible but will be dependent on availability of SFA		✓	✓	①	Standard entitled rate		
8	Service personnel who have a compassionate/welfare case where repatriation to UK has not taken place.		✓	✓	③	Standard entitled rate (DCDS(Pers) PM)	AFPRB	Subject to Local Commander's authority
9	Service families evacuated from their permanent duty station overseas to UK	✓ (Note 1)	✓	✓		Standard entitled rate	AFPRB	
10	Service families repatriated to UK for welfare/compassionate reasons	✓ (Note 2)	✓	✓		Standard entitled rate	AFPRB	
11	Service families repatriated to UK/transiting through UK for medical/educational reasons	✓ (Note 3)	✓	✓		Standard entitled rate	AFPRB	
12	<b>Bereaved Service Spouse/Civil Partner.</b>	✓ (Note 4)				Standard entitled rate	AFPRB	

**SUMMARY OF PERSONNEL ENTITLED AND ELIGIBLE TO OCCUPY SFA**

<b>Other MOD personnel &amp; Crown employees</b>								
13	United Kingdom Based Civilians (UKBCs) (Overseas locations)	✓					Free of charge	Whilst under contract to serve overseas
<b>Foreign &amp; Commonwealth personnel</b>								
14	Foreign and Commonwealth Personnel Except F&C Personnel on exchange appointments with UK Forces or subject to reciprocal Training arrangements or Memorandum of Understanding which specify that charges other than non entitled rates will apply.	✓ ✓					Non entitled rate Fin Pol (Repayment)  As stated in the Agreement/MOU	Fin Pol (Repay)
<b>Other Civilians including Service sponsored organisations</b>								
15	Staff Council for Voluntary Welfare Work organisations (CVWW) - Overseas (See Note 5)	✓					Free of charge	As for UKBCs
16	WRVS (Note 6)		✓ (Note 6)	✓		⑥	(Note 6)	
17	SSAFA Forces Help	✓					Free of charge	AFRPB
18	Service Hospital Welfare Dept staff (SHWD) - Overseas	✓					Free of charge	AFRPB
19	NAAFI employees (Non-synopsis accommodation)		✓	✓		⑥	Market rate Fin Pol (Repayment)	DEO(L)  See individual SLAs for detailed rules
20	Widows/widowers of Service personnel who die in Service	✓(Note 7)	✓	✓		⑤	Standard entitled rate	AFRPB DE
21	Estranged families remaining in theatre, once the 93 days notice to vacate has expired		✓	✓		④	Market rate	DE  Not applicable in BF(G)
22	Civilian contractor staff		✓	✓		⑥	Market rate Fin Pol (Repayment)	DE
23	Recently retired or redundant service personnel who have chosen not to return to UK			✓		⑤	Market rate Fin Pol (Repayment)	DE
25	Other Civilians (non-crown employees)			✓		⑦	Market rate Fin Pol (Repayment)	DE
26	Irregular Occupants	-	-				Damages for Trepass DCDS(Pers) PM	DE

**Notes**

- Service personnel and their families whose evacuation from their permanent duty station overseas has been authorised by the Head of Mission after consultation with the relevant FCO department, are entitled to SFA in UK. The entitlement may be exercised at the Service person's new duty station in UK, or in the absence of an identified duty station, the family may select a location within 50 miles of either the home of an immediate member of their family, or, their child's school.
- Service families repatriated to UK for welfare and compassionate reasons are entitled to SFA at a preferred location in UK as agreed between the overseas losing unit, the gaining unit (or if the family is 'headless' the Local Service Commander in the preferred area of choice) and DE OPS HOUSING, on a case by case basis and for a predetermined period of no more than one year subject to review.

**SUMMARY OF PERSONNEL ENTITLED AND ELIGIBLE TO OCCUPY SFA**

3. Service families repatriated to UK or transiting through UK for specific medical or educational reasons which have arisen during the period of overseas duty are entitled to SFA within 10 miles (45 minutes if SSFA) of a specialist facility as agreed between the overseas losing unit, the gaining unit (or if the family is 'headless' the Local Service Commander in the required area) and DE OPS HOUSING, on a case by case basis and for a predetermined period of no more than one year subject to review.
4. **Bereaved Service Spouse/Civil Partner** whose entitlement to **continued occupation** of SFA would be lost due to bereavement should be offered an entitlement to SFA at their place of duty for a period of up to 2 years following their bereavement to enable them to determine their longer term housing requirements. Retention of SFA may be extended beyond the 2 year period at the discretion of the Local Service Commander. Bereaved Service Person will pay entitled charges for the Type and Grade of SFA occupied (which may be liable to change as a result of a 4TG Board and/or the annual AFPRB round). CILOCT charges may be abated by 25% for single occupancy.
5. CVWW are a group of Christian organisations with similar aims, most of which are listed below.
- a. Church Army
  - b. Salvation Army
  - c. Toc H
  - d. YWCA
  - e. Catholic Womens League (CWL)
  - f. Soldiers and Airmens Scripture Readers Assoc (SASRA)
  - g. The Mission to Military Garrisons (MMG)
  - h. Church of England Soldiers and Airmens Clubs (CESSAC)
  - i. Methodist Church Forces Board (MCFB)
  - j. SANDES
  - h. Royal Sailors Rests (RSR)
  - i. Nuns
6. WRVS are normally accommodated in SLA free of charge. If it is considered inappropriate to occupy SLA, or if SLA is unavailable, they may be accommodated in SFA and all charges are waived. WRVS personnel who request to occupy SFA have to pay entitled rate.
7. Following a death in service of the Service Licensee, the bereaved spouse/civil partner should be offered an entitlement to stay in their SFA/SSFA for a 2 year period to enable them to determine their longer term housing requirements. Retention of SFA may be extended beyond the 2 year period at the discretion of the Local Service Commander in consultation with the respective welfare, medical and educational authorities and the housing provider. The bereaved spouse/civil partner will pay entitled SFA charges for the Type and Grade of SFA occupied (which may be liable to change as a result of a 4 Tier Grading Board and/or the annual AFPRB round). CILOCT charges may be abated by 25% for single occupancy. On expiry of the entitlement, the bereaved spouse/civil partner may apply to occupy surplus SFA under a civilian lease/tenancy agreement on payment of a market rate.

**SUMMARY OF PERSONNEL ENTITLED AND ELIGIBLE TO OCCUPY SFA****Order of priority for applicants eligible to occupy surplus SFA**

8. Although each Command's priorities may evolve to reflect local needs and availability, taking into account the views of the local Service Commander, priority will generally be given in descending order to:

- a. **Priority 1.** Service personnel who would otherwise be entitled to SFA (eg not at the location requested, or within last 6 months, less than 6 months at duty station) and Service families requiring emergency repatriation for other welfare or compassionate reasons.
- b. **Priority 2.**
  - (1). **Priority 2a.** Service personnel PStatCat 3 or 4.
  - (2). **Priority 2b.** Service personnel PStatCat 5 and Service personnel serving unaccompanied (provided their family is not occupying SFA elsewhere).
- c. **Priority 3.** Recently retired and redundant Service personnel, widows/widowers of Service personnel who died in Service on expiry of their entitlement to SFA, and approved compassionate/welfare cases where repatriation to UK has not taken place **(Not applicable in BF(G))**.
- d. **Priority 4.** Estranged families who have elected to remain in theatre, once the 93 days notice to vacate has expired **(Not applicable in BF(G))**
- e. **Priority 5.** Foreign and Commonwealth Service personnel who do not otherwise qualify.
- f. **Priority 6.** Other civilian personnel employed by the Services **(Not applicable in BF(G))**
- g. **Priority 7.** Other civilians (non-Crown employees) **(Not applicable in BF(G))**.

Note: An existing eligible tenant who is required to vacate surplus SFA because it is imminently required for an entitled Service applicant, is due for major refurbishment, disposal or for any other pressing reason may re-apply for a further surplus SFA at the appropriate priority.

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CHAPTER 11  
COMPLAINTS

<b>SECTION I</b>	-	<b>COMPLAINTS PROCEDURE</b>
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## CHAPTER 11

### COMPLAINTS

#### SECTION I

##### COMPLAINTS PROCEDURE

1101. Entitled personnel have the right to raise a formal grievance about SFA through the Redress of Grievance/ Representation procedure. This should be carried out through the entitled person's chain of command. Notwithstanding this right, entitled personnel should initially advise housing staff if they have a complaint. Thereafter the procedure is as follows:

- a. Problems may arise at any point in occupancy of SFA. Housing staff are to attempt to resolve an initial complaint by an occupant.
- b. If this initial stage is unsuccessful, occupants are to write a formal complaint to their Commanding Officer
- c. If the Commanding Officer is unable to resolve the complaint, the complaint will be referred to the appropriate next higher Service authority.

1102. Detailed complaints process is contained within Pamphlet E of 'A Guide to Living in Service Family Accommodation' issued by DE OPS Housing, the table of which is reproduced at Annex A.

### Complaints Process Chart (Overseas)

Stage	Germany	Cyprus	Gibraltar
<b>1</b>	<p><b>Formal Complaint to Housing Provider.</b></p> <p>(Telephone/letter/email/fax) Complaint will be recorded and allocated a serial number. This stage is split into 2 levels:</p>	<p><b>Formal Complaint to Housing Provider.</b></p> <p>(Telephone/letter/email/fax) Complaint will be recorded and allocated a serial number. This stage is split into 2 levels:</p>	<p><b>Formal Complaint to Housing Provider.</b></p> <p>(Telephone/letter/email/fax) Complaint will be recorded and allocated a serial number. This stage is split into 2 levels:</p>
<b>1 (A)</b>	<p><b>Level 1. Telephone/Written Complaint.</b></p> <p>Complainant attempts to resolve the initial complaint by writing or calling the HCSO.</p> <p>Acknowledgement letter sent to complainant. HCSO will endeavour to resolve the problem and respond in writing within 10 working days. The response will include the appointment and address of the next level should the complainant wish to take it further.</p> <p>If the complaint needs to be referred to the Garrison Staff the complainant is to be advised of this and the new point of contact. Response still required within the original 10 working days.</p>	<p><b>Level 1. Telephone/Written Complaint.</b></p> <p>Complainant attempts to resolve the initial complaint by writing or calling one of the following:</p> <p>OC EMS (Akrotiri) UWO (Ayios Nikolaos) SSO SU (Episkopi) SSO SU (Dhekelia) 2IC (Troodos)</p> <p>Who will endeavour to resolve the problem and respond in writing within 10 working days.</p>	<p><b>Level 1. Telephone Complaint.</b></p> <p>Complainant attempts to resolve the initial complaint through the Families Housing Manager, who will endeavour to resolve the problem and respond in writing within 10 working days.</p>

Stage	Germany	Cyprus	Gibraltar
1 (B)	<p><b>Level 2. Written Complaint.</b></p> <p>If the complainant is dissatisfied with the HCSO response, he/she should write a formal complaint to the Deputy Garrison Commander and include a copy of the earlier response.</p> <p>The Garrison HQ is to acknowledge receipt of the complaint, which is then to be reviewed by the Garrison Housing Review Panel (GHRP). The complainant is to be advised of its findings, in writing, within 10 working days of receipt of the complaint.</p>	<p><b>Level 2. Written Complaint.</b></p> <p>If the complainant is dissatisfied with the response, he/she should write a formal complaint to the Station Commander (or OC BFESU – Episkopi) who will endeavour to resolve the problem and respond in writing within 10 working days</p>	<p><b>Level 2. Written Complaint.</b></p> <p>If the complainant is dissatisfied with the response, he/she should write a formal complaint to the Commanding Officer, who will endeavour to resolve the problem and respond in writing within 10 working days.</p>
2	<p><b>Formal Complaint to Higher Service Authority.</b></p> <p>If the complainant is dissatisfied with the GHRP response, he/she can write to: UKSC(G) SO2 G1 PS with copies of all previous correspondence .</p> <p>The complaint will be reviewed by the Command Housing Review Panel and the complainant advised in writing, within 10 working days of receipt of the complaint</p>	<p><b>Formal Complaint to Higher Service Authority.</b></p> <p>If the complainant is dissatisfied with the Station Commander’s response, he/she can write to:</p> <p>Comd Ops Support HQ BFC Episkopi BFPO 53</p> <p>Who will endeavour to resolve the problem and respond in writing within 10 working days.</p>	<p><b>Formal Complaint to Higher Service Authority.</b></p> <p>If the complainant is dissatisfied with the Commanding Officer’s response, he/she can request that the complaint is referred to :</p> <p>J1 Branch HQ BFGib.</p> <p>Who will endeavour to resolve the problem and respond in writing within 10 working days.</p>

Stage	Germany	Cyprus	Gibraltar
3.	<p><b>Formal Complaint to Independent Housing Review Panel.</b></p> <p>Complaint referred to group of Housing Management experts including some drawn from outside Housing Providers and a member of the Complainant's Service. May be reviewed by each member independently and findings passed to Panel Chair who will respond to complainant within 15 working days.</p>	<p><b>Formal Complaint to Independent Housing Review Panel.</b></p> <p>Complaint referred to group of Housing Management experts including some drawn from outside Housing Providers and a member of the Complainant's Service. May be reviewed by each member independently and findings passed to Panel Chair who will respond to complainant within 15 working days.</p>	<p><b>Formal Complaint to Independent Housing Review Panel.</b></p> <p>Complaint referred to group of Housing Management experts including some drawn from outside Housing Providers and a member of the Complainant's Service. May be reviewed by each member independently and findings passed to Panel Chair who will respond to complainant within 15 working days</p>

**Notes:**

1. Complaints in Germany involving repairs are referred initially to Defence Estates (Europe) (DE(E)). Referral to the Garrison Housing Review Panel will occur if resolution is not achieved and will commence at Stage 1 (B).
2. Separate procedures exist for complaints specifically about repairs.