

Decant Policy



Reference:	HS_POL_HOU_DEC_2.0	Author:	Assistant Director Housing and Resident Engagement
Scope:	Housing Solutions	Approved by:	Executive Team
Legislation:	Housing Act 1985 Housing Act 1988 Land Compensation Act 1973 Planning & Compensation Act 1991 Equality Act 2010 Social Housing Regulation Act 2023	Date of approval:	June 2024
Regulatory/ Governance:	The Home Loss Payments (Prescribed Amounts) (England) Regulations 2023	Date of next review:	June 2027
Related Policies:	Allocations Policy Tenancy Policy Vulnerable Customers Behaviour Policy Complaints & Compliments Policy Compensation Policy Aids & Adaptations Policy		

1. Policy Statement

The main purpose of this policy is to ensure an effective and efficient way of decanting residents whether on a temporary or permanent basis, aiming to minimise any disruption to the resident (s). Housing Solutions recognises the stress and disruption this type of move has and will support residents throughout the process.

Executive Team	Responsible for approving this policy and any amendments from time to time.
AD Housing & Resident Services	Responsible for recommending the strategic direction of the policy that feeds into the operational delivery for residents.
Housing Services Manager and team leaders	Responsible for overseeing the operational delivery and service quality of housing services and compliance with this policy

Asset team and housing team	Responsible for overseeing operational delivery of this policy – neighbourhoods, income, lettings and relevant property teams.
-----------------------------	--

2. Definitions

The term ‘decant’ is used when Housing Solutions requires a resident (s) to move from their home when works cannot be completed in situ for the purpose of a major repair which include damp and mould, (including those required following a fire, flood, or other disaster), improvement works, major adaptations, demolition, refurbishment, or redevelopment.

Decants can also be necessary when a home needs to be rebuilt or disposed of, to enable effective asset management. The move could be permanent, or it may be temporary while work is conducted. As a decant can be unplanned due to an emergency, we may consider using temporary accommodation (including short-term hotel / bed & breakfast type accommodation), to meet an immediate (short term need), subject to overall value for money considerations.

3. Our Approach

We recognise that moving home can be stressful and especially difficult if a resident is considered to have a vulnerability. Where appropriate decant accommodation will be offered to residents, their family members, partners, spouses and children. Housing Solutions will not rehouse unauthorised occupants, sub-tenants, lodgers, licensees and other non-secure occupants.

Our offer as a landlord:

- We will offer support and assistance at all stages of the process; before, during and after works have been completed, as appropriate to meet the individual needs of our residents.
- We will make sure residents do not suffer financially because they must be moved. Housing Solutions will assess a reasonable level of compensation on a case-by-case basis, or as set by regulation / law (Home loss and disturbance allowance) stated in section 3.3
- We will provide as much information as possible to our residents on the works required, including the nature, the scope, and the length of time they will need to be away from their home.
- We will give as much notice as possible our residents as to when the works will start.
- If the works are part of a planned programme, we will provide a minimum of a month’s notice.
- We will also give as much notice as possible as to when the works will be completed.

Regeneration and decants

- Housing Solution residents who need to be decanted from their homes permanently as a result of a Regeneration Programme will be moved in a planned way.

- Each development will have its own phased plan and timetable which will impact and influence the re-housing options available to residents. For example, it may mean that on some sites where regeneration or development occurs that this will happen in phases with some blocks being demolished before others.
- Although there is no legal requirement for Housing Solutions to give residents the option to return to the redeveloped site, we are committed to helping those that wish to remain in the area or return to the regenerated estate to do so, wherever possible.
- Existing assured (& probationary) tenants whose homes are due to be demolished will have priority for the new replacement homes being provided on their estate before they are made available to any other applicants, subject to housing need referenced by the relevant Local Authority.
- For residents who have chosen to return to one of the new-build properties, the construction phasing of the regeneration programme may mean that residents are unable to move directly into a new home on the same site or Scheme as new units may not be ready until later in the redevelopment process.
- In these circumstances residents will have the choice to move to another home temporarily until the new-build property is ready or to move to another Housing Solutions home permanently.

3.2 Alternative accommodation

Emergency decants (moves)

- Resident responsibilities :
 - The resident is responsible for the rent and service charge at their main and principal home whilst decanted.
 - If the resident has pets we will work with them to secure appropriate shelter. The resident is ultimately responsible for cost of shelter for their animals. The resident is ultimately responsible for the cost of shelter for their animals.
- Housing solutions responsibilities:
 - When needed we will secure alternative accommodation for our resident following an assessment of their needs. We will do our best to provide a similar size, type, and location of property to their existing home. Please note that often decants can be of an emergency nature which will impact the type of immediately available accommodation we can offer.
 - We will pay £20 per adult and £10 per child (under 16) if in a hotel accommodation for meals. (per day). This will be for the tenancy holder (s) and permitted occupants within the home only.
 - If the resident (s) is able to stay with family or friends, we will also look at appropriate financial remuneration for the duration of the unplanned stay (i.e. food/shopping contribution, electricity/gas)
 - We would also encourage all residents to have home contents insurance and consider if this, as an option, is financially viable.

Permant decants (moves)

- Residents who are to be permanently decanted and are not able to return to their properties are entitled to either a 'Home Loss' payment and/or a 'Disturbance

Allowance' as per section 29 of the Land Compensation Act 1973. Home Loss Payments will only usually be paid for permanent moves, where certain criteria are met, these are:

- The resident must have lived in the home as their sole or main residence for a period of one year prior to the date of the works required.
 - The resident's move must be permanent.
 - The resident must hold an assured tenancy.
- Residents who are to be permanently decanted and have not resided at the property for a year are entitled to Disturbance Allowances. This is paid to the resident to contribute to a reasonable expense of moving and is not limited to providing removal expenses only. With Home Loss and the Disturbance payment – the amount and timescales will be confirmed at with the resident at the start of the decant process.

Right to return .

- Right to return : Residents have no automatic right to return to the property they are decanted from. Whether a resident (s) can return depends on a number of factors, including if the property will be the same size after redevelopment, and the views of the Local Authority.

3.1 Home loss payments

- Home loss: may be paid when an assured tenant or leaseholder has to move permanently from their home to make way for demolition and/or development. This is a flat rate, as set by government, and will only be paid where the resident has been residing in the home for a minimum of 12 months.
- Under the new Home Loss Payments (Prescribed Amounts) (England) Regulations 2023, any occupants who are displaced on or after 1 October 2023 will be entitled to:
 - For tenants the sum of £8,100; and
 - For leaseholders, who are entitled to 10% of the property value, a minimum payment of £8,100 and a maximum payment of £81,000.
- Only one home loss payment will be made per household, even if joint tenants are moving into separate accommodation. The sum paid will be the statutory sum relevant at the date of decant.
- This payment is subject to a maximum period under s32(7)(a) of the Land Compensation 1973 is ; a claim for the payment must be made within six years of the person's displacement. This is all subject to Government revisions.
- Where there are monies owing to Housing Solutions such as arrears of rent or service charges the arrears will be offset against the home Loss payment.

The amount of the Home Loss payment and timescales will be clarified at the start of the decant process with residents.

3.4 Removal Expenses and Disturbance Allowance

Disturbance allowances: may be paid to compensate tenants and leaseholders to cover reasonable costs involved in moving to another property temporarily or permanently due to major repairs or demolition. They may be payable to people who are not entitled to a Home Loss Payment, for example those who do not fulfil the one-year residency requirement.

For the Disturbance Allowance, the resident need not have lived in the property for 12 months but must be the tenant at the time of the decision to decant. The basis of the Disturbance Allowance is to ensure the resident(s) is not financially out of pocket due to the move(The amounts can be located in Appendix 1)

3.5 Rights and responsibilities

Our responsibility to residents

- During the decant process, our residents have the right:
 - To be treated with fairness and respect and have their home and belongings treated with respect.
 - To be kept regularly informed by Housing Solutions on the details and progress of their decant.
 - Assist with removals and storage of belongings
 - Rent and council tax at the decanted property
 - Excess transport costs caused by the move, e.g. transport costs to get to work or school
 - Cost of electricity or gas at the vacated property
 - To be remunerated with reasonable costs and expenses under this policy as part of this decant process, residents will need to adhere to the requirements outlined in Appendix 2.

3.16 Resident Responsibilities

- Rent and council tax for vacated property
 - Utility costs at the vacated property (standing charges)
 - Use of electricity / gas at the decant property
 - Housing Solutions Responsibilities
 - Removals and storage of belongings
 - Rent and council tax at the decant property
 - Excess transport costs caused by the move, e.g. transport costs to get to work or school
 - Cost of electricity or gas at the vacated property
-
- In managing the decant process, Housing Solutions reserves the right to:
 - Exercise discretion in the non-statutory aspects of this policy, which must be communicated to our residents.
 - Make project specific changes to the property during a temporary decant if warranted.
 - To make changes to the conditions of a planned and programmed decant

at different phases where the project requires. This must be communicated to our resident in maintaining the decant process successfully.

- Housing solutions has the responsibility to:
 - Work with and support our residents, where possible, to agree the terms and conditions of a decant.
 - Keep our residents properly informed.

3.6 Payment of rent and services charges during the decant period.

- If a resident moves temporarily into accommodation (often another property owned by the Housing Solutions) with a lower rent/service charge, the tenant will pay rent/service charge at the lower rent/service charge for the temporary home.
- If a resident moves temporarily into accommodation with a higher rent/service charge, then the resident will continue to pay rent/service charge at the rent/service charge for their permanent home.
- We will aim to match a property with the same bedroom need (s) when decanted.
- If a resident requests larger temporary accommodation with a higher rent/service charge, then the tenant will pay the higher rent/service charge for the temporary accommodation.
- If a resident is accommodated in a hotel, they will continue to pay rent/service charge for the permanent home whilst we will pay for their alternative accommodation.
- If a resident chooses to stay with friends or family, or make their own alternative arrangements, they will not be charged rent/service charge on their permanent home. They will still be responsible for paying council tax at the main home.

3.7 Resident refusing access or a decant (move)

- If a resident refuses access, or declines to move out of their home, we will discuss the reasons with them with a view to understanding and resolving the situation.
- We will need to consider the risk this poses to neighbouring properties and other residents well-being and health & safety.
- If we continue to be refused access or the resident still refuses to move out, where the work required represents a significant Health & Safety risk, we can take legal action to be able to undertake the work. Recharges may also be considered where appropriate.
- Where the work is necessary but not a “risk,” the work will not be conducted until the property becomes vacant.

3.8 Request for a permanent move following a temporary decant.

- A resident in a temporary address may express a wish to remain permanently at the temporary address. The resident must submit any request in writing, providing their reasons and the Assistant Director of Housing and Resident Engagement will consider such a request on an individual basis. Should any such request be approved then the resident would not be entitled to a Home Loss Payment.

4. Consumer Standards

This policy supports the standards set out in the Social Housing Regulation Act 2023:

- **Safety and Quality Standard** – which requires landlords to provide safe and good quality homes and landlord services to tenants (see section 3.2)
- **Transparency, Influence and Accountability Standard** – which requires landlords to be open with tenants and treat them with fairness and respect (see section 3.5)
- **Neighbourhood and Community Standard** – which requires landlords to engage with other relevant parties so that tenants can live in safe and well-maintained neighbourhoods and feel safe in their homes. (see section 3.5)
- **Tenancy Standard** – which sets requirements for the fair allocation and letting of homes and for how those tenancies are managed and ended by landlords. (see section 3.5)

5. Equality and Diversity

Housing Solutions recognises the needs of a diverse population and always acts within the scope of its own Equality, Diversity & Inclusion Strategy and Policy, the Human Rights Act 1998, and Equality Act 2010 so that we treat all current and prospective tenants fairly in making decisions under this policy. Housing Solutions works closely with its partners to ensure it clearly understands its resident community with clear regularly updated service user profiles.

Housing Solutions will record, analyse, and monitor information on ethnicity, vulnerability, and disability to support the fair application of this policy. Our aims are for the organisation to be truly representative of all sections of society and communities we serve, and for each member of our staff, residents, and other stakeholders to feel respected and valued.

6. Confidentiality

Under the Data Protection Act 2018, General Data Protection Regulation (GDPR) and the Human Rights Act 1998, all personal and sensitive organisational information, however received, is treated as confidential. Housing Solutions employees will ensure that they only involve other agencies and share information where there is a legal basis for processing the information.

7. Review

This policy will be reviewed on a three yearly basis or more frequently in response changes in legislation, regulatory guidance, good practice, or changes in other relevant Housing Solutions' policy.

Our performance in relation to the delivery of the services and activities set out in this policy will be monitored on an ongoing basis through our established reporting mechanisms to our Senior Management Team, Executive Team, Board and associated committee.

We will monitor and review this policy in conjunction with residents' customers to ensure its effectiveness and relevance to the Corporate Strategy 2021-2026 stated aims and objectives.

Removal Expenses and Disturbance Allowance criteria

The amount agreed will consider:

- Removal costs
 - Storage costs
 - Connection/reconnection of utilities (phone, gas, electric etc)
 - Redirection of mail for up to 3 months
 - Adjustments to floor coverings (if required and possible)
 - Provision of floor coverings (if appropriate)
 - Redecoration
 - Purchase of cookers if type of fuel is different in the new home.
 - Reimbursement for reasonable extra travel costs related to work or education whilst in temporary accommodation.
 - Additional heating costs
 - Other reasonable costs incurred as a consequence of any vulnerability.
- Depending upon the individual circumstance of the resident and considering any vulnerabilities we may:
- Agree a lump sum.
 - Pay actual costs on production of receipts.
 - Arrange removal etc on behalf of the tenant.

Requirements of residents in decanted accommodation

- To be bound by the terms and conditions of their original tenancy agreement. A new tenancy agreement will not be issued for their temporary address instead a temporary licence may be issued.
- We may ask the resident to sign a disclaimer allowing access when works and repairs need to be completed.
- To remain responsible for paying the rent/service charge at their main and principal home
- To sign a disclaimer to allow for reasonable access for works whilst decanted.
- For notifying the Council Tax and Housing Benefit sections or Department of Works and Pensions of their move. We can help with this if needed.
- To let Housing Solutions staff know of any conditions or needs that would require consideration when planning their decant.
- To keep full and legitimate records and proofs of purchase for all expenses incurred as part of the decant.
- To claim reasonable expenses in connection with the decant and out of pocket expenses/costs
- To inform utilities and insurance companies (gas, water, electricity, sky/cable TV, telephone, home contents insurance, car insurance) of their decant. And ultimate return to the home
- To look after their temporary home whilst they reside in it.
- To be responsible, directly to the supplier, for the payment of the relevant services used at the temporary address.