



# Decant Policy

Housing Services

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## 1. Introduction

- 1.1. This policy covers circumstances when it is necessary for Council's secure and introductory tenants to vacate their permanent home temporarily to enable refurbishment or repair works to be carried out. The policy gives examples of the circumstances in which this may be necessary and the financial compensation that will be made available. It does not apply to households living in temporary or emergency accommodation under the Council's homelessness powers or duties.

## 2. Policy Implementation

- 2.1. Residents will be consulted about decants as soon as a decision to decant is made and made aware of this policy. We provide residents with clear information and keep

them informed throughout the decant process, either face to face, by phone or in writing.

- 2.2. As far as is reasonably possible, residents' needs are considered regarding alternative accommodation.
- 2.3. We comply with the Land Compensation Act 1973 when making home loss and disturbance payments.
- 2.4. Decant policy and procedures may be governed by our insurers, depending on the cause, cost and extent of the work required.
- 2.5. Changes to this policy and its associated procedure will be communicated to the Housing Services team, the Property Services team and our property managers. All Housing Services, and Property Services team members will be required to read this policy, and to confirm that they have read and understood it.
- 2.6. The Council's managing agent may undertake a number of actions and responsibilities relating to Decants on the Council's behalf.

### 3. Responsibility and Decisions

- 3.1. A decant can be recommended by any officer or surveyor, but approval will need to be provided by the Head of Housing Services. Decant decisions must be recorded on the relevant repairs management system. Decant spend must be approved by the relevant budget holder and all spend must be recorded and monitored against budget by the relevant budget holder.
- 3.2. All employees who are assisting a resident with a decant must refer to the policy for guidance and liaise with the Council's Loss Adjuster to check the details of the claim.
- 3.3. All employees are responsible for feeding back any improvements that could be made to this policy (and its associated procedure) or problems they have found while trying to implement it.

### 4. What is a Decant?

- 4.1. A 'decant' is when it is necessary for residents to vacate their permanent home temporarily or permanently to enable refurbishment or repair works to be carried out.
- 4.2. The carrying out of works or repair may cause some unavoidable interference with a resident's enjoyment of their home. Some repairs can be very disruptive which means it isn't possible to do the work around you. The Council will take measures through the decant process to minimise the disruption.

4.3. Sometimes, if your home has been damaged by an incident such as a fire or flood, you may first need to move to short-term accommodation while we assess the damage or find longer-term accommodation. Therefore, you could be decanted to several alternative accommodations throughout the period of the repair. We will try to minimise the disruption as much as possible.

## 5. Circumstances when a Decant may happen

5.1. The circumstances in which it might be necessary to require you to vacate your permanent home include:

- Major structural repairs, refurbishments or improvements are required to the property, which would be impossible to carry out if you remained in occupation. Your home may need to be handed over to a contractor and become a designated construction site for health and safety reasons.
- Work that involves turning off your water or electricity.
- The property has been damaged or made structurally unsound owing to fire or flood and is not safe or fit for you to occupy until repairs have been carried out.
- Major works are required as a result of an Environmental Health Order having been served which would be impossible to carry out if you remained in occupation.
- The Property is subject to redevelopment including demolition.

5.2. You will be advised as early as possible of the need to vacate your permanent home. Sometimes you will need to vacate your home immediately.

## 6. Alternative Temporary Accommodation

6.1. In an emergency, you should stay with friends or relatives in the short term. If this is not possible, suitable alternative accommodation will be sought.

6.2. In some cases, Bed and Breakfast or hotel accommodation will be used.

6.3. We will use Travelodge or Premier Inn where they are located within a reasonable distance of your home. We will usually include breakfast, unless previously agreed that this will not be included. We will include the cost of wifi.

6.4. For longer term absences, the Council may choose to decant you to another Council property on a temporary basis.

6.5. In exceptional circumstances, private rented accommodation may be used.

- 6.6. If it is necessary for the property to be cleared, the Council will arrange for storage of belongings and pay for the removal costs. The Council will make all the arrangements for removals and connection of appliances (e.g. gas cooker connections, plumbing washing machines) unless you prefer to do so yourself.
- 6.7. While works are underway at the property, for health and safety reasons, you will not be able to return without prior arrangement. We will install a keysafe at your property to allow contractors to gain access to carry out works. We may need to secure the property by changing the locks.

## 7. Suitable Temporary Accommodation

- 7.1. The Council will use best efforts to use temporary accommodation within a reasonable travelling distance to work and school, using your own car or public transport. If this is not possible, or puts you at a financial loss, the Council; will consider ways to assist with transport.
- 7.2. The Council will include alternative accommodation for pets where they cannot be housed in the temporary accommodation. Families may be required to share a room, or children to share a room where they may not do so at home.
- 7.3. There may not be cooking or laundry facilities. In this instance a subsistence payment will be given to cover additional costs. A garden or parking is not a requirement of temporary accommodation.

## 8. Rent and service charges whilst staying in alternative temporary accommodation

### 8.1. Staying with friends or family:

- 8.2. If you claim the Housing Element of Universal Credit (UC), or Housing Benefit (HB), you must continue to claim and use this money to cover your rent on your tenanted home. We will pay a disturbance payment to the host family in recognition of the costs incurred. The value will be agreed with our loss adjuster (if applicable) or will be paid at £10 per day. The loss adjuster value may differ.
- 8.3. If you are not in receipt of UC or HB then you must continue to pay rent on your tenanted home and a payment equivalent to your current rent will be paid to you. This excludes service charges, or heating charges.

### 8.4. Staying in a serviced apartment or private rental:

- 8.5. The Council will pay the rent, service charges, and council tax on your serviced apartment or private rented accommodation.

- 8.6. You must pay for your utilities at your private rented accommodation.
- 8.7. You must continue to pay your rent, service charges and council tax on your tenanted home.
- 8.8. Where the Council is using your utilities to carry out repairs at your tenanted home, we will cover the cost of these.
- 8.9. Where required, the Council will pay the damage deposit on a private rented apartment and any furniture pack being provided with it.
- 8.10. Any claim against the deposit at the end of the let will be charged to you as it will be your responsibility to keep the private rented property and its contents damage free and in a good and clean condition.
- 8.11. Depending on the extent of the decant and the works required to your home, the Local Authority Council Tax team may 'delete' your property's council tax band. This means that your property will not have a Council Tax band and you will not pay any Council Tax on your tenanted property until the works are completed. In this case you will be required to pay any Council Tax owing on your temporary accommodation. You will never be required to pay Council Tax on both your tenanted home and your temporary accommodation at the same time.
- 8.12. As there will be cooking and laundry facilities you will not receive a subsistence payment.
- 8.13. Depending on the location of the alternative accommodation, travel or fuel costs for essential journeys, that are an additional expense to you, may be covered. This will be considered on a case-by-case basis.
- 8.14. **Staying in another social housing property:**
- 8.15. Another social housing provider may have an empty property that you can temporarily move to. You will not be charged rent for this property but will continue to pay rent on your tenanted home. If there are additional charges such as heating or other charges at the temporary housing association property, you will be required to pay these, along with the utilities for this property.

## 9. Disturbance Payments

- 9.1. Disturbance payments are made to compensate a resident for reasonable expenses in moving from their home. These are expenses that relate strictly to the move, and expenses reasonably incurred as a direct and natural consequence of the displacement.
- 9.2. The Council will meet the costs associated with moving, including:

- Costs of removal and/or storage of belongings where necessary.
- Disconnection and reconnection of appliances, gas and electricity supply, and telephone.
- Any additional rent or service charge costs (residents will continue to be liable for rent and service charge for their permanent home).
- Short-term bed and breakfast or hotel charges in emergency circumstances.
- Cost of housing pets in kennels or cattery during the decant period.
- Cost of redirection of mail.
- In exceptional circumstances floor coverings, curtains/blinds and white goods in the alternative accommodation, but particularly where the provision of these items is a landlord obligation in your tenancy.

9.3. Where residents require reimbursement of expenses, appropriate receipts will need to be produced.

9.4. If there are no cooking facilities in your temporary accommodation you will be eligible for subsistence payments:

- Up to £15 per adult per day
- Up to £10 per child per day (over 6 months and under 12 years)

9.5. If any other financial costs are incurred because of the temporary relocation, such costs as are reasonable will also be reimbursed, subject to approval and the submission of receipts.

9.6. The Council cannot cover the following during a decant:

- Any contents or belongings damaged following an incident, that should be covered by home content insurance for example spoilt food in fridge, replacement personal items or clothing, cleaning of personal items such as furniture, garden sheds, damaged flooring/carpets, white goods.
- Services that cannot be used whilst decanted, such as subscriptions to Sky, internet, TV licence.

## 10. Returning Home

10.1. You will be given as much notice as possible when your permanent home is again available for occupation. If you are staying in bed and breakfast accommodation you will normally be expected to move back immediately. The Council will be responsible for arrangements for the removal and associated costs as detailed above.

10.2. You will not normally be able to remain in the temporary accommodation when your permanent home becomes available for occupation.

- 10.3. The exception to this is where a resident who has moved to another Council property, can demonstrate a need for housing, is registered on the Local Authority waiting list and meets the criteria for an offer of that property as permanent housing.
- 10.4. On occasions when it is necessary to ask you to vacate your home on a permanent basis, because your home is to be demolished or substantially altered, additional Home Loss payments are payable.
- 10.5. Payments are based upon the statutory Home Loss Payment as defined in the Land Compensation Act 1973. This payment is per household and will be equally split between the legal tenants. This is in addition to the relocation costs summarised above. Any Home Loss payments will be offset against monies owed to the Council, such as rent arrears.

## **11. Legal Matters**

- 11.1. Home Loss Payments are set out in the Land Compensation Act 1973 and the prescribed amount is regulated.
- 11.2. The Housing Act 1988 sets out matters that are to be taken into account when determining whether alternative accommodation is suitable or not in relation to a permanent move.
- 11.3. For temporary decants, a direct offer of alternative accommodation will be made, allowing, where possible, for consideration of your needs.
- 11.4. Our tenancy agreements lay out the landlord and occupants' responsibilities towards repairs. If you do not allow access for the Council or its managing agents to carry out repairs or refuse to leave the property temporarily to allow major repairs to take place, then the Council will take legal action in the form of an injunction to require you to move.
- 11.5. We will always ensure we make at least 1 reasonable offer of accommodation before going to court. We will try to make an offer as near to your housing needs as possible, however the options available depend on the properties or hotels available at the time.

## **12. Leaseholders**

- 12.1. The Council does not have an obligation to decant or provide disturbance payments to Leaseholders.
- 12.2. If major or urgent works are required, then consultation under s20 of the Landlord and Tenant Act 1985 will be required. Leaseholders will be notified of their options and advice provided.



### **13. Monitoring**

- 13.1. We will monitor the latest Home Loss Payments regulation. The amount of Home Loss payments change periodically and the website <http://www.legislation.gov.uk> should be used to verify statutory amounts payable.
- 13.2. When a decant is covered by our insurers, we will work with our Loss Adjuster to ensure that offers of alternative accommodation and decant costs are in line with our insurance policy.
- 13.3. Offers of accommodation, disturbance payments, subsistence payments or Home Loss payments outside of the scope of this policy will constitute a breach of policy, unless they have been previously agreed with our loss adjuster or the Council's Executive.

### **14. Equality, Diversity and Inclusion**

- 14.1. For the Council, diversity is about respecting people's individual differences and ensuring that all people that come into contact with us have access to the same high standards of behaviour and service.
- 14.2. We are committed to ensuring that no resident will be treated less favourably because of their age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex or sexual orientation.