

# Decant Policy

## 1. Introduction

A decant is where a resident is required to move out of their permanent home into alternative accommodation because of unexpected damage, major works or improvement works required which cannot be completed while the resident is in occupation.

There are two types of decants:

A – Permanent Decant – where the resident (s) is/are moved out permanently into suitable accommodation. This is usually the case where the property/block is to be demolished or refurbished.

B – Temporary Decant – where the resident(s) move out for a period of time, enabling their property to be improved/repared and where they are able to move back into their original home when the work is completed.

Approval of a temporary decant will be made by the Head of Housing Management or The Head of Asset & Repairs. Approval for permanent decants will be made by a member of the Leadership Team.

## 2. Aims

This policy aims to minimise disruption to residents who are required to move out of their homes on a temporary or permanent basis whilst balancing cost effectiveness and financial responsibility of the organisation.

If a resident is required to move home we will:

- Carry out the rehousing with the agreement of resident and produce a “Rehousing Agreement” containing the agreed terms of the rehousing.
- Aim to give residents facing permanent rehousing 12 months’ notice although in certain circumstances shorter notice may be given.
- Keep residents fully informed and involved throughout the process
- Formally serve a notice of seeking possession (NOSP) on tenants who are required to move permanently to confirm their status, as required to move (this may help them in securing Suitable Alternative Accommodation with Local Authorities).

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- Advise residents of their rights to compensation and any Home loss payment where applicable
- We will aim to rehouse residents into accommodation that meets their household needs as set out in ISHA's Allocation policy where permanent decanting is required.
- We will seek to recover any costs from the building insurers where a tenant is required to move out due to an insurable incident e.g. flood or fire.
- Minimise the time that residents are decanted from their home by carrying out repairs to their home as soon as practically possible

### 3. Details

#### 3.1 Temporary Decants

Where a tenant is required to move out of their home for a short period or in an emergency, in the first instance we expect them to stay with friends or family. If this is not possible, we will source hotel accommodation. In extreme circumstances where we are unable to source hotel or other emergency accommodation the tenant may be referred to the local authority who have statutory duty to provide emergency accommodation for families.

Where a tenant is required to move out of their home on a temporary basis for up to 8 weeks to carry out works to their home they will be offered temporary accommodation. This is likely to be in hotel accommodation or serviced apartments which will be decided upon based on the length of time it is envisaged that the work will take, the size of the household and the household members' housing needs.

When residents are required to move out of their home for more than 8 weeks on a temporary basis and returning to their original homes after work is completed, they may be offered a property in ISHA's own stock. In these circumstances they will retain their tenancy and continue to pay the same rent at their original home, unless the rent on the temporary accommodation is lower, in which case the lower figure is charged. They will be issued with a licence to occupy the temporary premises and will receive clear written confirmation that they only have a licence to occupy the temporary accommodation. They will be expected to return to their home when it is ready for occupation. The Licence will be signed by both parties prior to occupation. We will provide window and floor covering for the temporary home but the resident will be expected to bring their own furniture with them.

Residents moving for 6 months or more will be issued with Assured Shorthold Tenancies for a minimum of 6 months and will be served with a Section 21 Notice Requiring Possession after 4 months.

A tenant can choose to remain in a ISHA owned property they have been decanted to subject to that property meeting their housing need and being of the same tenure as their substantive home (e.g. we may decant a general needs tenant into a market rent property on a temporary basis and in these circumstances they cannot choose to stay in this property). This decision will be approved by the Head of Housing Management and the tenant will be required to sign an assured tenancy agreement and pay the rent on the property they have been decanted to. The tenancy in their former home will be ended at this point.

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ISHA will provide floor covering and window covering for the temporary accommodation however, residents will be required to bring their furniture with them if they move to temporary accommodation and it is unfurnished. ISHA will pay for removal costs. If the tenant's furniture is damaged by fire or flood, they will be expected to make a claim under their own household contents insurance.

For all temporary decants ISHA will pay for the costs of moving to and from the temporary accommodation, and any additional reasonable out of pocket expenses incurred by the resident whilst in temporary accommodation. In these circumstances a valid receipt will be required. See appendix 1

If a home is damaged by something like fire or flood it may be necessary to move a family more than once; firstly to the short term temporary accommodation whilst we assess the damage and then to longer term temporary accommodation.

We will agree with the tenant in advance of them moving out of their home how often we will keep in touch with them whilst they are in temporary accommodation. This will usually be at least fortnightly.

Where work is being carried out in the tenant's home, while they are in temporary accommodation we will ensure that their personal possessions are stored securely. This may be within a room/s within the property secured by a lock that only the tenant has the key to, or stored by a reputable storage company or facility.

### **3.2 Permanent Decants (Large Scale Regeneration)**

In the case of demolition or redevelopment, ISHA will aim to give residents' 12 months' notice to move prior to the anticipated commencement of work/demolition. In other circumstances, as much notice as possible will be given to residents.

The rehousing process will begin as soon as possible after residents have been notified formally of the association's intention to rehouse. The aim is to achieve vacant possession of the premises 6-months prior to the commencement of works/demolition.

A notice of intention to seek possession (NOSP) will be served upon residents as a matter of course and will serve as formal notification that the rehousing process has commenced.

Residents who are under-occupying their present homes will be offered alternative accommodation more appropriate to their current needs. For example, a couple occupying a three bedroom property will be offered a one or two bedroom property.

Households with adult children permanently living with them may be offered separate accommodation for the tenant(s) and the adult child(ren) to alleviate overcrowding.

ISHA will make up to two offers of suitable alternative accommodation only. If a tenant rejects both offers of suitable alternative accommodation, we will commence court proceedings to obtain

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possession under Ground 10 of the Housing Act 1985 for secure tenants or Grounds 6 and/or 9 of the Housing Act 1988 for assured tenants.

In making an offer of Suitable Alternative Accommodation ISHA will have regard to residents' stated preferences. However, an offer will be deemed as suitable if it meets the housing needs of the household as set out in our allocation policy and is in reasonable proximity to the households school and place of work.

Any offers will be on the same rent regime as that which the tenant currently has, unless they expressly agree to change. I.e. ISHA may offer a new property at an affordable rent but refusal will not be counted as a reasonable offer if the tenant is currently on a fair rent or target rent.

When residents move permanently to alternative accommodation they will take on new tenancies, whilst retaining their original tenancy status, either secure or assured. The rent they will pay will be the fair or assured rent on their new homes.

Assured and Secure tenants facing permanent rehousing due to decanting are entitled to a statutory compensation payment.

**Home loss payment:** This is a statutory fixed sum paid in recognition of the personal upset and distress caused by displacement. It will only be paid for permanent moves, where the following criteria have been met:

- The tenant (s) must have occupied the property as their sole or main residence for a period of one year prior to the date of displacement.
- The move must be permanent.

Claims will be processed as soon as the tenant(s) takes up occupation of their new home. Any rent arrears will be deducted from the home loss payment.

**Disturbance payment:** This is intended to compensate tenants for their actual expenses associated with moving, **up to** a maximum payment of £2000. The payment will be made after production of receipts. Consideration will be given for payments to be made direct to a company i.e. for removal expenses. In such cases two written estimates will be required and the company will be paid direct following receipt of an invoice.

Residents facing temporary rehousing are entitled to compensation by way of disturbance payment only and will not be entitled to a Home Loss Payment. This is also the case where a tenant is required to move out of their home on a temporary basis but they choose not to return to their substantive home.

All compensation payments will require a written claim from the tenants (s) (and in the case of Disturbance Payments, production of original and company signed receipts) and will be paid when the tenants has signed the tenancy for their new home and returned the keys for the home they are being decanted from.

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If a tenant is required more than once then disturbance payments payable each time.

#### **4. Health and safety**

All staff must ensure they adhere to ISHA's health & Safety policy when applying this policy

All staff will adhere to the organisation's lone working policy where site visits or visits to residents' homes are required.

#### **5. Equality and diversity**

We will demonstrate our commitment to equality and diversity when applying this policy. We will ensure that nobody receives less favourable treatment on the grounds of age, disability, gender reassignment, pregnancy & maternity, race, religion or belief, sex or sexual orientation.

We may provide additional assistance, above the stated disturbance payments in this policy for tenants who require additional help with moving home such as elderly, pregnant, infirm or disabled residents.

We recognise that tenants who are required to move out of their home due to an emergency such as fire or flood are faced with unplanned trauma, and people have different coping mechanisms in circumstances such as these. We therefore expect staff to show compassion when using this policy and make reasonable adjustments where appropriate.

#### **6. Training**

7.1 ISHA will ensure that all staff involved in rehousing customers are sufficiently trained and/or have the relevant experience and understanding of tenant's rights to home loss and disturbance allowances.

7.2 We will also ensure that staff have appropriate training and that they understand the issues faced by families who may be required to move home, particularly where this decision was not of their choice.

#### **7. Data protection considerations**

We will adhere to ISHA's Data Protection policy when implementing this policy. We will ensure that we only collect resident data which is required for the processing of their rehousing application. The data will be held securely in our housing management system and destroyed in line with our data retention rules.

It may be necessary to share household information with a third party for the purpose of decanting e.g. with another social housing provider, hotel or temporary accommodation provider. In these circumstances we will always have the permission of the tenant before sharing this and it will be shared securely.

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## 8. STATUTORY AND REGULATORY FRAMEWORK

- Housing Act 1985
- Housing Act 1988

## 9. Review

This Policy will be reviewed every 3 years or sooner if there are any changes in legislation.

## 10. Associated documents

### 11. ALLOCATIONS POLICY

### 12. DATA PROTECTION POLICY

### 13. EQUALITY & DIVERSITY POLICY

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## Appendix 1

### Expenses Allowance for Decants

ISHA will reimburse additional costs arising from temporary move into hotel or bed & breakfast accommodation or whilst staying temporarily with friends or relatives as follows.

**14. A DAILY MEAL ALLOWANCE WHERE NO COOKING FACILITIES ARE AVAILABLE IN TEMPORARY ACCOMMODATION OF £20.00 FOR PERSON OVER 12 YEARS OLD £15.00 FOR EACH CHILD UNDER 12. THIS IS THE COVER ANY COSTS INCURRED WHICH WOULD BE OVER AND ABOVE THE COSTS OF PREPARING A MEAL IN THEIR OWN HOME.**

**15. TRAVEL COSTS IN EXCESS OF NORMAL TRAVEL TO WORK, SCHOOL OR REGULAR ACTIVITIES (RECEIPTS REQUIRED)**

**16. LAUNDRY COSTS IF NO LAUNDRY FACILITIES IN TEMPORARY ACCOMMODATION (RECEIPTS REQUIRED)**

**17. ELECTRICITY OR GAS USED IN THE VACATED PROPERTY BY OUR CONTRACTORS. METER READINGS WILL BE TAKEN BY ISHA STAFF AND TENANT AT THE POINT THE TENANT MOVES OUT AND THEN AGAIN BEFORE THEY RETURN TO THE PROPERTY.**

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