



# Decant Policy

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<b>Approved by</b>	Assistant Director Operations	<b>Policy Owner:</b>	Head of Relationships
<b>Policy reviewer:</b>	Operations Partner	<b>Review date:</b>	July 2020



## 1. Purpose

- 1.1 The purpose of this policy is to clarify what we will do when it is necessary for us to move our tenants or leaseholders from their homes due to a need for the building or home to have major work carried out or where it is being demolished or refurbished.
- 1.2 This policy does not cover when a tenant chooses to move through transfer, mutual exchange or ending their tenancy, and also does not include when a leaseholder chooses to sell their home and move. This also does not include those situations which come under the Priority Moves Policy.
- 1.3 We will apply a consistent set of standards, ensuring that all cases are judged against agreed criteria, as detailed in the procedure. We will inform our customers of relevant levels of statutory compensation which may be applicable, contact points and any timelines which may apply.
- 1.4 We aim to ensure that where our tenants or leaseholders are required to move from their homes either temporarily (due to major works) or permanently (for re-development purposes), we will provide excellent services in line with our values of Partnership, Respect and Pride.
- 1.5 We will ensure that offers of rehousing meet the housing needs of the tenant and their household, and are suitable for the displaced household. Permanent moves will meet the requirements as set out in our Allocations Policy and the Bucks Home Choice Allocations Policy. We will take into account reasonable preferences for accommodation but cannot always guarantee we can meet these, for example requests for specific locations.

## 2 Definitions

- 2.1 *Decanting*: Where households are required to move from their homes, either temporarily or permanently, for the purpose of major repair, planned improvement works, disposal, redevelopment or demolition.
- 2.2 *Temporary decant*: Where a tenant and their household are required to move from their home for a short period of time to enable repairs or other major works to be carried out e.g. asbestos removal or structural work. After the work is completed they will be expected to move back to their home.
- 2.3 *Permanent decant*: Where a tenant and their household are required to move from their home on a permanent basis e.g. due to demolition or disposal, or if a



permanent move makes better business sense such as it meets the tenant's needs better than their original home (see 7.3)

- 2.4 *Emergency decant*: When an unexpected event has occurred with no notice e.g. a leak, and the home becomes temporarily uninhabitable such as whilst it dries out and repairs are carried out.
- 2.5 *Assured (shorthold) Tenancy agreement*: A tenancy agreement which is usually for a 12 month period, which has been adapted specifically for tenants who have been decanted temporarily from their home for major works/repairs to be completed.
- 2.6 *Decant Agreement*: A specifically tailored agreement which accompanies the Assured (shorthold) Tenancy agreement during a decant, which details the reasons for the decant, what will happen during the decant e.g. removals and costs, expectations around rent arrears and utilities etc., what will happen after the work has been finished e.g. the tenant will return to the principal home, and confirms that the tenancy of the permanent home will be suspended during the decant period.
- 2.7 *Temporary Licence to Occupy*: may be used for an emergency decant where the tenant and household are decanted to one of our empty homes for a short period of time.
- 2.8 *Home Loss Payment*: A person is entitled to a home loss payment when they are displaced from their home by compulsory purchase or in the other circumstances specified in section 29 of the Land Compensation Act.
- 2.9 *The Home Loss Payment (Prescribed Amounts) (England) Regulations*: Instructs on the amount of home loss payments payable in England under section 30 of the Land Compensation Act 1973.
- 2.10 *Reasonable offer*: A reasonable offer will take into account the tenant and their households needs (not their wishes), and thus will be an appropriate size, will be a suitable condition, and will take into account any specific health or social needs that may affect where they live. Accommodation that is not suitable as a permanent offer may be considered reasonable for a short-term arrangement.

### **3 Responsibilities**

- 3.1 The Income and Risk Manager and Heads of Service are responsible for ensuring this policy is implemented and monitored to ensure that it is correctly applied.



3.2 This policy will be reviewed every three years by the Head of Relationships, unless otherwise required e.g. due to regulatory or legislative change, or as an outcome of learning which materially affects the content of this document.

3.2 All staff have responsibility for ensuring this policy and the relevant procedures related to it are implemented in line with our values of Partnership, Respect and Pride, and we that we gather feedback on tenant and leaseholder satisfaction to make continuous improvements.

#### **4 Legal Framework**

4.1 The main pieces of legislation or regulation which underpin this policy are:

- Housing Act 1985
- Housing Act 1988
- The Home Loss Payment (Prescribed Amounts) (England) Regulations
- Land Compensation Act 1973
- Planning & Compensation Act 1991
- Equality Act 2010

4.2 Compensation

- a. Tenants and leaseholders are entitled to Home Loss Compensation under the Home Loss Payment (Prescribed Amount) Regulations where a permanent decant is required. This will be paid as 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 one year. If the tenant or leaseholder has outstanding payments or debts e.g. arrears and recharges, these will be offset against any Home Loss Payment offered.
- b. Under the Land Compensation Act, tenants and leaseholders will be eligible for Disturbance Payment for the reasonable cost of moving. Where they are carrying on a trade or business (as authorised by us), the reasonable costs will include the reasonable loss suffered due to the disturbance caused to that business. Tenants or leaseholders who wish to claim Disturbance Payments should provide receipts for the claimed items, and if in doubt must ask us for confirmation as estimates will not be accepted.
- c. A tenant or leaseholder is not regarded as permanently displaced if:
  - i. There is an intention to move them back to their original home on completion of works, or
  - ii. A tenant has opted to stay in the decanting property rather than move back to their original home, or



iii. The tenant has requested or been awaiting a permanent move due to exceptional circumstances e.g. large scale adaptations.

4.3 Where a leaseholders home is due to be demolished, we will pay the market value for their home plus a home loss payment. Homeowners receive a home loss payment of 10% of the market value of their home, between the minimum and maximum rate as set by the Government.

## **5 Policy Statement**

5.1 From time to time it is necessary to decant our tenants or leaseholders from their current home. The majority of these decants will be temporary e.g. due to refurbishment or repair work, however in some cases a permanent move may be required e.g. due to demolition, structural issues and refurbishments. In all cases we will aim to:

- a) Decant tenants or leaseholders only where it is necessary,
- b) Minimise disruption to tenants and leaseholders through support, effective communication and minimising the length of any temporary decant,
- c) Ensure tenants and leaseholders do not experience any substantial financial loss as a result of any move.

5.2 Where decants are necessary and permanent, for example in situations where homes are due for demolition or disposal, we will comply with the Home Loss Payments (Prescribed Amounts) and ensure compensatory payments are made available to tenants and leaseholders permanently decanting.

5.3 In non-emergency cases, we will consult with tenants on the options available to them. Where refurbishment is to be carried out and the tenant will return to the home, we may offer consultation opportunities on colour schemes and aspects of the refurbishment which accommodate customer choice.

5.4 The first option will always be to agree a voluntary move with tenants, however where they are unwilling to decant, and it is impossible to complete the planned works with tenants in the home, we will work with them to find an alternative home.

5.5 For permanent decants, we can make reasonable offers of suitable alternative accommodation using our own 25% direct allocation, although we are often restricted in the supply of homes available. We will provide up to two offers of reasonable alternative accommodation, in line with the Bucks Home Choice Allocation Policy and our Allocations Policy.



- 5.6 All offers of temporary and permanent accommodation will be put in writing to ensure the tenant is aware of what the actual offer is and to form part of a clear decision making process. This will not be the case for any emergency accommodation.
- 5.7 When a decant may be necessary
- a. We may require homes to be decanted for a number of reasons, including but not limited to:
    - i. Where a building or home is unsafe or hazardous
    - ii. Where work is required to a building or home that may be harmful to tenants or leaseholders e.g. underpinning or large scale removal of asbestos
    - iii. Where gas, electricity or water will not be available for a prolonged period of time
    - iv. Where the building or home is due for remodelling, demolition or extended repair
    - v. Other reasons where discretion may be used on a case by case basis e.g. where there is a medical recommendation that decanting is necessary during works, or where work is carried out during the day and the tenant works nights.
  - b. Where there has been an emergency and it is severe enough to make the home temporarily uninhabitable, we will:
    - i. ask tenants if they are able to stay temporarily with family or friends
    - ii. ask tenants if they have contents insurance, in which case their insurance policy may cover the cost of temporary accommodation
    - iii. liaise with Wycombe District Council for those who do not have contents insurance, to assess whether the Council may be able to provide emergency Bed & Breakfast accommodation, which may be outside the district, or look at other emergency options on a case by case basis
    - iv. only directly provide hotel or bed and breakfast accommodation in exceptional circumstances, such as serious medical need. Our general



approach is that the responsibility for alternative housing in an emergency is down to the tenant or the local authority.

- c. There may be occasions where we may consider a permanent decant as a better option than a temporary decant. This could include:
  - i. When the tenant or a household member has complex needs e.g. large scale adaptations are required
  - ii. Where there is overcrowding or under-occupying in the current home
  - iii. Where there is a strong business case and it makes better financial sense and provides value for money
  - iv. Where the tenant has welfare or support needs which can be better addressed at a new permanent home e.g. sheltered housing or ground floor
  - v. Where the works taking place in the permanent home are likely to take a considerable time and it will be very disruptive to the tenant to have to move again as they will have settled into the new address
  - vi. Where the nature of the refurbishment means the original home has been substantially altered and is no longer suitable for their needs
  - vii. The tenants' personal circumstances have changed while they have been in a temporary home, and the original home is no longer suitable, for example their health or welfare needs have changed.
- d. If a tenant refuses to move from their permanent home, or where a tenant refuses to move back to their permanent home from temporary accommodation provided by us, we will take legal action where relevant.

## 5.8 Communication and Consultation

- a. Communication is critical to the successful management of the decant process. We will identify a key member of staff who will act as the main point of contact in relation to each decant and they will be responsible for liaising with tenants and leaseholders throughout the decanting period to ensure that it goes as smoothly as possible.



- b. We will communicate and consult with those affected, and their nominated advocates where appropriate at the earliest opportunity. When consulting we will:
  - i. Ensure tenants understand why the decant is necessary
  - ii. Explain the process, including the support and options available
  - iii. Identify, consider and respond to their views, concerns and support needs, acknowledge their preferences for alternative accommodation
  - iv. Clarify their legal rights and responsibilities
  - v. Advise them of the standard they can expect for their new home
  - vi. Discuss and agree the decant package with each tenant or leaseholder, clarifying the process, timescales, responsibilities and support that will be made available to them. This will include clarification of whether tenants will return to their original home or (where redevelopment has occurred) to a new home on the same site.
- c. We will use a variety of methods of communication and consultation which will include letters, leaflets and meetings, and which may also include websites, email, and social media where appropriate.

#### 5.9 Budgets, expenses, recharges and other costs

- a. We will ensure there is sufficient budget in order to cover the costs for which we are responsible, this will depend on the type of decant and may be funded from separate 'pots' e.g. Property Pod for emergency repair related decants or Development Pod for regeneration related decants.
- b. In helping tenants to decant, we will cover reasonable expenses associated with the move unless the move is as a result of the tenant's own actions/lack of action. This could include but is not limited to neglect of their home or external causes such as crime, arson, or external environmental issues where Red Kite has no responsibility.
- c. Where the need for a decant is a result of tenant action, such as damage, neglect or a breach of tenancy, we will recharge the tenant for the full cost of the decant and all works, even if the work is normally part of a landlord's responsibility.
- d. Tenants and leaseholders will retain responsibility for:





- i. informing their insurers of their changes of address
  - ii. informing Council Tax of their changes of address
  - iii. where the decant is temporary – continuing to pay the rent on the home they have been decanted from
  - iv. reading meters and paying the utilities of the home they have been decanted from and the one they have been moved into
  - v. any other terms agreed as part of the decant agreement.
- e. All reasonable costs will be paid/reimbursed where they have been agreed in advance, upon production of a valid paid receipt or invoice, or where we have arranged for our approved contractor to carry out the works based on a schedule of rates, or where we have obtained a minimum of three quotes to ensure value for money.
- f. Where the tenant and their household are able to stay with family or friends temporarily, we will not charge rent for the period of the works, however where there is an arrear on the account or there is a court order in place for debt repayment, this will continue to remain payable during the period of no rent being charged.

#### 5.10 Tenure and rights

- a. We will take all steps to ensure that tenants do not lose tenancy rights through the decant process.
  - i. Tenants who are part of a temporary decant will be provided with an Assured (shorthold) Tenancy Agreement for the duration of their stay at the decanted home. This will be accompanied by a 'Decant Agreement'. They will be required to sign and confirm that they understand the decant will be temporary, the options to return to their home once the works are completed and that the original tenancy will continue during the period of the decant.
  - ii. Tenants who are decanted as an emergency into one of our homes, will be given a 'Temporary Licence to Occupy'. They will be required to sign to confirm that they understand the decant will be temporary, the options to return to their home once the works are completed and that the original tenancy will continue during the period of the decant.



- b. We may serve a Notice to Quit in order to regain possession of the decant home, which would normally be approximately four weeks before the tenant and their household are due to return to their permanent home.
- c. Where possible we will give tenants who have been decanted the option to return to their original home depending on the type of refurbishment or redevelopment.
- d. Where a tenant is unable to return to the original home, we will work with them to find alternative accommodation within our portfolio of homes. We will also advise them to register with Bucks Home Choice to widen their options for a new home.
- e. We will work with other landlords where we can, to assist us in providing decant accommodation. This will include negotiating and agreeing reciprocal agreements for accommodation as required.
- f. Any decision which needs to be made outside of the usual process will rest with a Head of Service or member of the Executive Management Team in an emergency.
- g. Where a tenant does not agree with our final offer of accommodation, they have the right to appeal this and must do so within 2 working days of refusing it. Their appeal will be reviewed by a senior member of staff who was not involved in the original decision making process, within three working days.
- h. Eligibility for the preserved Right to Buy should not be affected by either a temporary or permanent decant. This is because the preserved Right to Buy is based on the tenant having been a tenant of a qualifying landlord and not a specific home.
- i. If a tenant has a Right to Acquire at their current home, we will where possible, for a permanent decant, move this tenant to a home to which the Right to Acquire can be attached. We will need to ensure any tenant who chooses to move to a home which cannot be bought under Right to Acquire understands the implications of this move.

## **6 References**

- 6.1 We will comply with the requirements set down by our regulator to demonstrate how we respond to tenant and leaseholder needs in the way we provide services and communicate.
- 6.2 We will ensure this policy is delivered in line with available good practice, regulatory and legislative requirements.



6.3 This policy will sit alongside other policies and procedures as set out in section 7.

## **7 Related Policies, procedures and strategies**

- Bucks Home Choice Allocations Policy
- Red Kite Allocations Policy
- Sheltered Transfer Policy
- Adaptations Policy
- Asset Management Strategy
- Development Strategy
- Disposal and Land Sales Policy
- Decant Procedure & Guidance and appendices A, B, C or D
- Financial Regulations
- Tenant Service Charge Policy
- Recharge Policy and procedure