

## DECANT POLICY

## 1. Purpose

- 1.1 The purpose of this policy is to clarify what we will do when it is necessary for us to move tenants 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 Red Kite will apply a consistent set of standards, ensuring that all cases are judged against agreed criteria, as detailed in the procedure. We will inform tenants of relevant levels of statutory compensation which may be applicable, contact points and any timelines which may apply.
- 1.4 We know that decants can be disruptive and difficult where our tenants are required to move from their homes either temporarily (due to major works) or permanently (for re-development purposes), we will always aim to provide clear information and keep them informed throughout the decant process in line with our values of Partnership, Respect and Pride.
- 1.5 Red Kite will ensure that offers of rehousing meet the housing needs of tenants and are suitable for the displaced household. Permanent moves will meet the requirements as set out in our 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 tenants 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 tenants 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 tenants 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 tenants' needs better than their original home (see 5.7c)
- 2.4 **Emergency decant:** When an unexpected event has occurred with no notice e.g. a fire, flooding, major, 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 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 tenants 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. This does not generally apply to standard decants.
- 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 need (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 Head of Community is 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 Community, 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.
- 3.3 The Tenancy Management Team is responsible for managing the communication with the decanted tenant ensuring clarity of information.
- 3.4 The Head of Property, and in his absence the Assistant Head of Property, is responsible for checking and signing off the decision to decant a tenant due to repairs, refurbishment or development works.
- 3.5 The Empty Homes Team Leader is responsible for supporting the Tenancy Management team in finding a suitable alternative temporary home.

- 3.6 Any decision that needs to be made outside of the agreed process will rest with a member of the Executive Leadership Team in line with our Escalations and Empowerment Policy.
- 3.7 All relevant 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.

#### **4. Legal Framework**

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

- Housing Act 1985
- Housing Act 1988
- The Homes (Fitness for Human Habitation) Act 2018
- The Home Loss Payment (Prescribed Amounts) (England) Regulations
- Land Compensation Act 1973
- Planning & Compensation Act 1991
- Equality Act 2010
- Social Housing Regulation Act 2023

4.2 Compensation

- a. Certain eligible tenants 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 can only be paid where the tenant has been residing in the home for a minimum of one year. If the tenant has outstanding payments or debts e.g. arrears and recharges, these will be offset against any Home Loss Payment offered. We will always explain this to tenants and make a commitment to pay the compensation within 4 weeks of moving to your new home.
- b. Under the Land Compensation Act, some tenants 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 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. Once all the evidence and receipts has been received, we will make a commitment to pay within 4 weeks of moving your new home.
- c. A tenant 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. The tenant has opted to stay in the decanting property rather than move back to their original home, or
- iii. The tenant has requested or has been awaiting a permanent move due to exceptional circumstances e.g. large-scale adaptations.
- iv. The tenant has chosen to leave their primary home with no agreement that a decant is needed from Red Kite Housing

4.3 Where a leaseholder's home is due to be demolished, we will pay the market value for their home plus a home loss payment. Leaseholders 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. In this situation, the leaseholder is responsible for finding a new home for themselves.

## **5. Policy Statement**

5.1 In cases of demolition, structural issues, refurbishments it is sometimes unavoidable to decant Red Kite tenants from their current home. In cases of refurbishment or repair work, this will usually be temporary (see 5.10c). In all cases we will aim to:

- a) Decant tenants 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 do not experience any substantial financial loss as a result of any move.
- d) The tenants' needs are considered regarding alternative temporary home.
- e) We comply with the Land Compensation Act 1973 when making home loss and disturbance payments.

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 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 tenant choice.

5.4 Our primary approach will always be to work with tenants to agree a voluntary move where decanting is required. However, in circumstances where essential works cannot be safely or practically completed with tenant in occupation, and a voluntary agreement cannot be reached, and if all reasonable avenues are exhausted, we may need to consider legal options to ensure the necessary works can proceed in the interest of safety and compliance.

- 5.5 A decant must always be approved by the Head of Property and in their absence the Assistant Head of Property. A tenant should not leave their home to seek alternative accommodation and claim this as a decant or make claim the home is uninhabitable. This assessment can only be made by a qualified technical specialist.
- 5.6 We will not retrospectively agree decants where a tenant has taken the decision to leave without consultation, nor will we refund rent or accept non-payment of rent in these circumstances.
- 5.7 For permanent decants, we can make reasonable offers of a suitable alternative home 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 home, in line with Allocations Policy.
- 5.8 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.
- 5.9 The types of alternative accommodation we will consider are:
- Staying in Bed & Breakfast or hotel accommodation (board only)
  - Staying with friends or relatives
  - Serviced apartment – Airbnb
  - Temporary decant to an alternative Red Kite home.
  - Sheltered scheme guest room

If a household is under occupying their current home, they will be offered a decant to home that matches their household size – this may be smaller than their primary home.

- 5.10 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 (for example in the event a fire or flooding) and it is severe enough to make the home temporarily uninhabitable, we will:
  - i. check if tenant is able to stay temporarily with family or friends
  - ii. where it's a major incident support tenant in making an application to the Local Authority's Homeless Person's Unit for temporary accommodation while we carry out the repairs
  - iii. check whether tenant has contents insurance, in which case their insurance policy may cover the cost of temporary accommodation
  - iv. check and assess whether an insurance claim can be made based on the nature and cost of the repair and pursue where this is worthwhile
  - v. if the Local Authority is unable to house tenant, we will make arrangements for temporary accommodation e.g. utilise one of our void homes, hotel or bed and breakfast accommodation
  - vi. If an emergency repair and will take less than a week we will consider decant in a hotel or bed and breakfast accommodation where the council is unable to assist, and the tenant is unable to stay with family or friends
- 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 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 household 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 household 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 household's 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. When deciding whether the work can be done with the tenant living in the home we will consider:
- Any health conditions of any household member which would be significantly aggravated by the repair, maintenance or improvement work.
  - Any household member who has a disability which would mean their use of the home would be significantly restricted by the repair, maintenance or improvement work.
  - The severity and likelihood of any risks which may be created by any hazardous conditions caused by the major repair, maintenance or improvement work.
- e. If a tenant refuses to move from their permanent home, or where they refuse to move back to their permanent home from temporary accommodation provided by us, we will explain why this is not possible and, where needed take legal action to ensure best use is made of our homes, and that tenants decanting do not secure a “move by default” and avoid the standard allocation process.
- f. 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.

#### 5.11 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. carry out a ‘decant assessment’ with tenant before the move, to identify tenant housing needs and any support tenant may require.
  - iii. explain the process, including the support and options available
  - iv. identify, consider and respond to their views, concerns and support needs, acknowledge their preferences for alternative accommodation
  - v. clarify their legal rights and responsibilities



- vi. advise them of the standard they can expect for their new home
- vi. discuss and agree the decant package with each tenant, 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 communication and consultation methods to ensure accessibility and inclusivity for all. This will include phone calls, letters, and meetings, and may also incorporate virtual contact where appropriate. We are committed to making reasonable adjustments to accommodate individual needs, in line with our Equality, Diversity and Inclusion Policy.

#### 5.12 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 multiple budgets e.g. Property Pod for emergency repair related decants or Development Pod for regeneration related decants.
- b. In helping tenants to decant, we will offer a disturbance allowance for 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. This will be explained fully throughout the process.
- d. Tenants 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 – while the tenant is temporarily decanted, the rents due on their permanent property/home will remain the same – we do not offer a refund of rent for agreed decants
  - 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.

#### 5.13 Tenure and rights

- a. Tenants on a temporary decant retain their original tenancy and the rights that come with this throughout the decant process.
- b. In all cases, tenants will be provided with a Temporary License to Occupy the home they are decanted into. This will be accompanied by an agreement that sets out the understanding that the decant is 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
- c. 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 tenants are due to return to their permanent home.
- d. 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 re-development.
- e. Where tenants are 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.
- f. 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.
- g. 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.
- h. 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.

#### 5.14 Right to Appeal

- a. There will be a right of appeal where a tenant does not agree with our final offer of a new home in relation to a permanent decant.
- b. When writing to a tenant advising this is a final offer, we will advise you why it is a final offer, what this means and your right of appeal.

- c. You can appeal our decision of a final offer for the following reasons
  - There is information that you think we have not taken into account that means the offers have not been reasonable offers in line with our Decant Policy and our Allocations Policy
  - You think we have not taken into account relevant information in relation to any disability, medical condition or vulnerability.
- d. We cannot accept an appeal for any other reason – we know that tenants will not always want to move, and that we may not be able to find the home of their choice, but we are restricted on what homes become available, and our need to ensure the current home is empty.
- e. To appeal our decision on a final offer you should contact us and tell us the reason you are appealing and provide us with any supporting information. There is a deadline for this – you will need to contact us within 5 working days of our offer.
- f. We can accept an appeal in all of the following ways:
  - Emailing [relationship.co-ordinator@redkitehousing.org.uk](mailto:relationship.co-ordinator@redkitehousing.org.uk) with the title – Request to Appeal Final Decant Offer; or
  - Telephoning us on 01494 476100 advising us you are appealing a final decant offer. We will ask for you to provide the information above and may need you to send further information in by email or post.
  - In person – you can advise any member of staff that you wish to appeal a final offer. We will ask for you to provide the information above and may need you to send further information in by email or post.
  - By post to Red Kite Community Housing, Kingsmead Business Park, Frederick Place, London Road, High Wycombe HP11 1JU – please title your letter Request to Appeal Final Offer.
- g. The appeal will be heard by a senior member of staff not involved in the original decision on the final offer, and our response to your appeal will be sent within 10 working days. In exceptional cases it may take us a little longer to consider. If this is the case, we will let you know and agree a date when you will have a decision.
- h. As part of dealing with the appeal, we may contact you to ask questions to ensure we have all the right information.
- i. Once the appeal decision has been made there will be no further appeal and if the final offer decision stands you will have 5 working days to accept the offer. Failure to do so may result in us commencing legal action.
- j. If you are unhappy with how we have managed your case, you can make a complaint via our Feedback Policy which is available on our website or on request. However, this will not form an appeal of the decision made.

Document Controls			
<b>Version</b>	4	<b>Effective date</b>	April 2025
<b>Subject matter expert drafter</b>	Head of Relationships	<b>Process owner</b>	Head of Community
<b>Related Pod</b>	Community Relationships	<b>Related Policy</b>	Compensation Policy Repairs Policy
<b>Review period</b>	3 Years	<b>Next review due by</b>	April 2028
Delegated approvals			
<b>Approved by ELT</b>	Director of Customer Services	<b>Approved Date</b>	22 April 2025
<b>Approved by Board / Committee / RRT</b>	n/a	<b>Approved Date</b>	n/a