

DECANT POLICY



MONITORING INFORMATION:

POLICY/PROCEDURE/STRATEGY:	DECANT POLICY
DATE APPROVED:	JUNE 2022
EXPIRY DATE:	JUNE 2025
OWNER:	COMMUNITIES AND COMPLIANCE MANAGER
APPROVAL ROUTE:	EXECUTIVE MANAGEMENT TEAM

Decant Policy

Introduction

- 1.1 The purpose of this policy is to clarify what we will do when it is necessary for us to move residents 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 resident chooses to move through transfer, mutual exchange or ending their tenancy, and does not include when a leaseholder chooses to sell their home and move.
- 1.3 Teign Housing will apply a consistent set of standards, ensuring that all cases are judged against agreed criteria, as detailed in the procedure. We will inform residents 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 residents 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.
- 1.5 Teign Housing will ensure that offers of rehousing meet the housing needs of the residents and are suitable for the displaced household. Permanent moves will meet the requirements as set out in our Allocations Policy, Devon Home Choice Policy.
- 1.6 Teign Housing will consider reasonable preferences for accommodation but cannot always guarantee we can meet these, for example requests for specific locations.

Policy

2.0 Definitions

- 2.1 **Decanting:** Where residents 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 residents are required to move from their home for a short period to enable repairs or other major works to be carried out e.g., asbestos removal or structural work. After the works are completed, tenants will be expected to move back to their home.
- 2.3 **Permanent decant:** Where residents 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.
- 2.4 **Emergency decant:** When an unexpected event has occurred with no notice e.g., a Leak or fire.
- 2.5 **Internal Decant Agreement:** A specifically tailored agreement which is approved by the budget holder which details the reasons for the decant, what will happen during the decant e.g., removals and costs, expectations and who is responsible for each cost.
- 2.6 **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.
- 2.7 **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.
- 2.8 **Reasonable offer:** A reasonable offer will consider the resident and the households need (not their wishes), and will be an appropriate size, will be a suitable condition, and Teign will consider any specific health or social needs that may affect where they live.
- 3.0 Responsibilities**
- 3.1 The Heads of Department Manager are responsible for ensuring all staff are trained and adhere to the policy.
- 3.2 All staff have responsibility for ensuring this policy and the relevant procedures related to it are implemented.

4.0 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

5.0 Compensation

- A)** Residents 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 resident has been residing in the home for a minimum of one year. If the resident 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 residents and make a commitment to pay the compensation within 4 weeks of moving to your new home.
- B)** Under the Land Compensation Act, residents will be eligible for a Disturbance Payment for the reasonable cost of moving. Where they are carrying on a trade or business (as authorised by Teign Housing), the reasonable costs will include the reasonable loss suffered due to the disturbance caused to that business. Residents 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:
There is an intention to move them back to their original home on completion of the agreed works.
- D)** 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.

6. Policy Statement

- 6.1 In cases of demolition, structural issues, refurbishments it is sometimes unavoidable to decant Teign Housing tenants from their current home. In cases of refurbishment or repair work, this will only be temporary. In all cases we will aim to:
- a) Decant residents 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 residents do not experience any substantial financial loss because of any move.
- 6.2 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.
- 6.3 In non-emergency cases, we will consult with residents on the options available to them.
- 6.4 The first option will always be to agree a voluntary move with residents, however where they are unwilling to decant, and it is impossible to complete the planned works with residents in the home, we will work with them to find an alternative home.
- 6.5 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. If properties offered are refused actions required will be assessed on a case-by-case basis.
- 6.6 All offers of temporary and permanent accommodation will be agreed with the tenant. This will not be the case for any emergency accommodation.
- 6.7 When a decant may be necessary
- We may require homes to be decanted for several reasons, including but not limited to:
 - Where a building or home is unsafe or hazardous

- 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
- Where gas, electricity or water will not be available for a prolonged period
- Where the building or home is due for remodelling, demolition, or extended repair

6.8 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.

6.9 Where there has been an emergency and it is severe enough to make the home temporarily uninhabitable, we will:

- ask tenants if they can stay temporarily with family or friends
- ask tenants if they have contents insurance, in which case their insurance policy may cover the cost of temporary accommodation
- liaise with Lettings for any forthcoming void properties.
- Search alternative options, Caravan sites and Self-catering accommodation, which may be outside the immediate area.
- Only directly provide hotel or bed and breakfast accommodation in exceptional circumstances, such as serious medical need.

6.10 There may be occasions where we may consider a permanent decant as a better option than a temporary decant. This could include:

- When the tenant has complex needs
- Where there is overcrowding or under-occupying in the current home
- Where there is a strong business case, and it makes better financial sense and provides value for money
- Where the household has welfare or support needs which can be better addressed at a new permanent home
- 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
- Where the nature of the refurbishment means the original home has been substantially altered and is no longer suitable for their needs

- 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.
- 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 Teign Housing, we will explain to you why this is not possible and take legal action as a last resort.

7.0 Communication and Consultation

7.1 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 residents and leaseholders throughout the decanting period to ensure that it goes as smoothly as possible.

7.2 We will communicate and consult with those affected, and their nominated advocates where appropriate at the earliest opportunity. When consulting we will:

- Ensure residents understand why the decant is necessary
- Explain the process, including the support and options available
- Identify, consider, and respond to their views, concerns, and support needs, acknowledge their preferences for alternative accommodation
- Clarify their legal rights and responsibilities
- Advise them of the standard they can expect for their new home
- Discuss and agree the decant package with each resident, clarifying the process, timescales, responsibilities, and support that will be made available to them
- This will include clarification of whether tenants when returning to their original home
- We will use a variety of methods of communication and consultation which will include phone calls, personal visits, letters, leaflets, and meetings.