

DECANT PROCEDURE



MONITORING INFORMATION:

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

Decant Procedure

Introduction

- 1.1 There are situations where we may need to move a tenant to alternative accommodation on a temporary basis, usually to carry out repairs that cannot be carried out while a property is occupied.

This may be due to the nature of the works required or the tenant's personal circumstances.

- 1.2 We recognise that decants can be disruptive and worrying for tenants. We will ensure that there is effective communication with tenants prior to the move and throughout the period of the decant.
- 1.3 In many cases, the intention will be that the tenant returns to their home on completion of works.
- 1.4 Where we require a tenant to be out of their home for a short period only, we will consider alternative arrangements, such as staying with relatives or making use of B&B/hotel and caravan accommodation. In such cases we will offer an alternative accommodation, although it may not be feasible to locate an accommodation in the tenants desired location due availability.

Procedure

2.0 EMERGENCY DECANTS

- 2.1 Emergency decants will usually arise because of fire, flood, or another major event. If the event occurs during working hours, the initial report will be made to Senior Management Team and Risk and Insurance Manager so alerted to the situation immediately.
- 2.2 Property Services manager or Surveyor should arrange to visit the property immediately to establish the extent of the physical damage to the property and if alternative accommodation will be required for the tenant.

- 2.3 Where alternative accommodation will be required, The Property Services Manager or Surveyor will liaise with Housing Services so suitable temporary accommodation can be sourced. There will be a range of options that may be considered, potentially with a short-term immediate arrangement being made until we are able to establish an estimated timescale for completion of repairs.
- 2.4 Where the event occurs outside working hours, any report will likely go directly to our Out of Hours Team and Templer Home Build, who will contact the Senior Management Team staff listed in our Continuity procedures.
- 2.5 Where the tenant is unable to stay in the property and has no family or friends they can stay with in the short term, staff should seek to arrange hotel or B&B accommodation until other arrangements can be put in place.
- 2.6 Housing Services should be advised of the situation as soon as the office is open and then take responsibility for liaising with the tenant in terms of accommodation requirements.
- 2.7 The report must be documented on Assure and CX to ensure that the Association's insurers are advised of the situation at as early a stage as possible.
- 2.8 Decant Assessment Form:
Neighbourhood Services should arrange to complete a Decant Assessment Form (Appendix A) as soon as possible. This will cover options for accessing alternative accommodation, the need for storage of furniture/belongings and any other information relevant to the circumstances.

Options for Alternative Accommodation:

2.9 Staying with Family or Friends

If tenants agree to stay with family or friends throughout the period of the decant, they will be paid an allowance per day, per member of their household (as listed on our records). This is to cover incidentals, such as:

- Excess transport costs necessitated by the move, e.g., to and from their place of work or the additional cost for transport to and from nursery/school
- Additional outlays for friends/relatives with whom they are staying
- Food

2.10 Hotel or B&B Accommodation

Teign Housing will meet the costs of any hotel or B&B accommodation and the tenant will also be entitled to allowances. To cover food, laundry, and transport.

2.11 Holiday Lets

Although not the preferred option, holiday lets can be considered for short-term accommodation, the advantage being that these will be fully furnished.

2.12 Teign Housing Property

A move to a Teign Housing property may be considered. Depending on circumstances, consideration may be given to offering a permanent move.

2.13 Local Authority Temporary Accommodation, asking for any available properties.

Arranging the Decant:

2.14 Personal Belongings

Tenants must ensure that all valuable personal belongings are removed from the property and must advise their insurance company of their temporary move. The tenant cannot enter the property unless it is safe to do so. They cannot be allowed access once the work has started.

Housing Services should arrange for storage of any belongings the tenant cannot take to their temporary accommodation. Payment for this may be covered by Teign Housing insurer.

2.15 Rent

Rent continues to be charged for the tenant's own property during the decant period. Housing Benefit or Universal Credit will continue to be awarded and paid given that the property is still the tenant's main and principal home.

Where the tenant is in receipt of Housing Benefit or Universal Credit, Housing Services should advise the tenant to contact the Council and/or DWP to let them know they are moving temporarily and give the temporary address to enable safe delivery of review forms or any other contact.

2.16 Payment of Decant Allowances

A payment should be arranged when receipts are produced or arrangement for meals and set amount.

2.17 Pets

Pets may not be allowed in any temporary accommodation. Teign Housing may need to pay for kennels or cattery if there is no other option. This might be covered by insurance.

2.18 Anti-Social Behaviour

The tenant should be advised that if they are asked to leave the temporary accommodation due to ASB, no alternative accommodation will be offered.

2.19 Contact

Overall responsibility for maintaining contact with the tenant lies with the Neighbourhood Service Advisor (NSA) or Independence and Wellbeing Advisor (IWA), however there will be a need to work closely with the Property Management Team.

2.20 No Contents Insurance

In some circumstances, the tenant may have had furniture or other belongings damaged and have no insurance. In these circumstances, we will assist the tenant to source furniture through charitable agencies or relevant grants.

3.0 PLANNED DECANTS

Identification of Need for Decant:

- 3.1 In most cases, the need for decant will be identified by the Property Services Team following:
- A survey for planned upgrades or alterations; or
 - An inspection of major repairs or work required due to property neglect.
- 3.2 Where the PST has identified that a property cannot be safely occupied during the planned works, they will arrange to meet the Neighbourhood Services Manager and NSA / IWA for the area as soon as possible. The aim will be to establish what is required and any additional requirements there may be in relation to the tenant's health and/or disability.
- 3.3 The PST will assess the works required and agree a timescale for the works to be completed. That timescale will affect the type of alternative accommodation that can be offered.
- 3.4 Where neglect or tenant damage is suspected, sufficient evidence must be gathered to support this. In such circumstances, the tenant will be entitled to alternative accommodation, but no compensation or disturbance allowances. They may also be liable for the cost of repairing the property.
- 3.5 If the move only needs to be for a short time (7 to 28 days) see paragraph 3.9 below for alternative accommodation options. Where works are extensive and likely to take more 1 month to complete, other options may need to be considered, including the option for a permanent mover. (This may be particularly relevant, for example, where the tenant may benefit from a move due to health or disability issues).

Preparation for Decant:

- 3.6 The NSA / IWA will take the lead in discussions with the tenant about the decant. They must arrange to visit the tenant to discuss:
- the work needed and why they cannot stay whilst it's being carried out.
 - the tenants' housing needs and any reasonable preferences.
 - the anticipated length of the decant.
 - whether the tenant would be able

- other agencies involved such as home helps, carers, support workers; and
- any expenses or disturbance allowances due to the tenant.

A Decant Assessment Form (Appendix A) should be completed at the visit.

3.7 The costs of decant to facilitate property improvements will be met through the planned maintenance budget.

Finding Accommodation

3.8 The following must be considered when arranging alternative accommodation:

- Proximity to place of work or school (if reliant on public transport).
- Any pets.
- Any existing medical or health conditions.
- Live in carers or access to care/support packages.
- Property size (a similar property should be sourced if available)

Depending on availability of alternative accommodation, nonemergency decants may have to be delayed until a suitable property becomes available.

3.9 Potential accommodation options include:

- Staying with friends or relatives.
- Teign Housing properties.
- Local authority accommodation.
- Private rented sector.
- Holiday accommodation.
- Permanent move

Options must be discussed and approved by Head of Housing and Head of Asset Management and Development.

Making the Offer

3.10 The NSA/IWA should give the tenant details of the option available.

3.11 If the tenant refuses the offer and there are no other options, a decision may be made to postpone the planned works. This should be discussed with the PST. It may be necessary to take legal action to compel the tenant to vacate the property: this should be as a last resort and only where non-completion of the work could prejudice health and safety.

Moving

3.12 The tenant must:

1. Remove all valuable belongings from the property.
2. Notify temporary change of address to: Contents insurer, TV licensing authority, DWP / Housing Benefit, Bank.

3.13 The Neighbourhood Services Manager (NSM) will arrange:

- 2 Removals for the tenant's personal belongings and furniture (where the decant accommodation is unfurnished)
- 3 Storage of furnishings where the decant is furnished and items cannot be left safely in the property
- 4 If required, disconnection and reconnection of white goods, where these meet legal standards costs

3.14 Tenant/Teign Housing Responsibilities

Teign Housing Responsibilities:

- Rent and council tax for vacated property
- Utility costs at the vacated property (standing charges)
- Use of electricity / gas at the decant property

- Removals and storage of belongings if required
- Excess transport costs caused by the move, e.g., transport costs to get to work or school
- Cost of electricity or gas at the vacated property Decant Allowance

3.15 Decant allowances as agreed by NSM.

3.16 Property Services Team staff will be responsible for managing all works to the property and should update the Housing Services weekly. This is to ensure that communication on the return date is reassessed weekly.

Returning to the Property on completion of works

3.17 The NSA / IWA will inform the tenant of the return date.