

Mid Devon District Council

Decanting Policy

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DRAFT

Version Control Sheet

Title: Decanting Policy

Purpose: To review the Decanting Policy in accordance with good practice and any changes in legislation.

Owner: Housing Services Manager
cfry@middevon.gov.uk
Telephone number 01884 234920

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Consultation **This document was sent out for consultation to the following:**

Cabinet Member
Staff
Tenants Together
Management Team
Homes PDG

Document History

This document obtained the following approvals.

Title	Date	Version Approved
Cabinet Member	10.11.16	
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Management Team		
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Cabinet		

1. Introduction

This policy statement outlines Mid Devon District Council's (MDDC) Housing Service's approach to decanting (moving) tenants from their current property due to an emergency such as fire or flood, major repairs, refurbishment or where redevelopment works are needed to their home.

2. Scope

This policy sets out how the Housing Service will implement such moves and what support will be available to tenants. It covers the following points and should be read in conjunction with the related documents as stated below:-

- Decanting tenants
- Keeping tenants informed
- Emergency decant
- Temporary decant
- Permanent decant
- Offer of accommodation
- Security of tenancy
- Vulnerable tenants
- Tenants' responsibilities
- Disturbance allowance
- Home Loss Payments

3. Related Documents

- a) Tenancy Agreement
- b) Tenancy Policy
- c) Devon Home Choice Scheme
- d) Allocation Policy
- e) Recharge Policy
- f) Aids & Adaptations Policy
- g) Complaints Policy and Procedure

4. Definitions

For the purpose of this policy, the following definitions apply:-

- **Decanting** is a legal definition used to explain the process when a tenant is required to move from their home due to major repairs, refurbishment or modernisation works. Decants may also be necessary when a property needs to be rebuilt or disposed of to enable effective asset management.
- **Permanent decant** is when a tenant is moved out of their property and there is no intention to return them to it.
- **Temporary decant** is when a tenant is moved out of their property, to enable work on their home to be carried out, with the intention of returning them to the property as soon as possible. There may be occasions when a temporary decant becomes a permanent decant, for example if the level of the work

required is so great that the property has to be redeveloped or demolished, or the tenant has been moved on a temporary basis and it is later agreed by all parties that the new property is more suitable for them to remain in.

- **Emergency decant** is when a tenant is moved out due to an unexpected event that has caused a property to become uninhabitable. This may be due to fire or flood, for example.

5. Decanting tenants

- 5.1 There will be instances when the Council will need to move a tenant due to major repairs, refurbishment or redevelopment works to their home.
- 5.2 A tenant will only be decanted if the Council feels that it is necessary. They may need to move because planned works are so extensive that it would not be practical for them to remain in their home for the duration of the project. However, it may also be because the tenant or a member of their household has ill health, vulnerabilities or special needs and the refurbishment may affect their welfare. In such cases, an offer of alternative accommodation may be appropriate.
- 5.3 Decanting may also be needed if the tenant experiences a fire or flood. This may have been caused by accident, or deliberately.
- 5.4 The Council will respond to situations such as the above in accordance with the provisions of the Devon Home Choice Scheme, which is used to allocate social housing in the District.
- 5.5 Any complaints regarding the decant process will be dealt with in accordance with the Council's Complaints Policy and Procedure.

6. Keeping tenants informed

- 6.1 We will ensure that the tenant is kept informed throughout the decant process. The tenant's Neighbourhood Officer will be the first point of contact and will provide a decant plan which sets out the following:-
- Why the decant is necessary, what will happen and when;
 - An estimation of the duration of the decant period; and
 - Any compensation the tenant may be entitled to and/or any other support that the Council can offer.
- 6.2 A project team including officers from the Housing Options, Repairs and the appropriate Neighbourhood teams will co-ordinate such moves and will take into account the tenant's circumstances, their needs, the timescales of the works and the availability of alternative accommodation.

7. Emergency decant

- 7.1 An emergency decant occurs when a tenant's property becomes uninhabitable, for example due to fire, flood or storm damage. Tenants are always advised to take out their own home contents insurance. In the event of fire, flood or storm damage, the

tenant would be expected to check their own insurance policy to see if this supports a temporary move to Bed and Breakfast (B&B) accommodation.

7.2 If the tenant is unable to stay with friends or family or their insurance policy does not support a move to temporary accommodation such as a B&B, they will be offered temporary accommodation. They will also be given appropriate support and advice with the intention of them returning to the property as soon as it becomes habitable again.

7.3 Once the extent of the damage to the property has been assessed, a decant plan will be produced taking into account the specific circumstances and this will set out all appropriate arrangements.

8. Temporary decant

8.1 A tenant may only need to move out of their home on a temporary basis, for example, for a week or two, whilst works are being carried out. Where works may last longer, for example several months, this will be taken into account when considering the various options available.

8.2 If it is estimated that works will only take a few days, then it may be more cost effective to consider the following:

- Making arrangements for the tenant to stay with friends and family;
- Placing the tenant in B&B accommodation;
- Seeking respite care for the tenant; or
- Paying for the tenant to stay in a chalet, caravan or similar type accommodation within Devon, Cornwall or Somerset.

8.3 The tenant will be obliged to carry on paying rent for their permanent home, therefore they will not have to pay for the cost of their temporary accommodation. If they have transferred to alternative accommodation within MDDC's own housing stock, the above will be confirmed in writing.

8.4 There may be other occasions when it might be appropriate to offer suitable alternative accommodation to someone who is in need of a temporary decant. This may be because the tenant is vulnerable in some way or because their existing accommodation is no longer suitable for their needs. An example of this would be where someone needs adapted accommodation. In such cases, consideration will be given to making an offer of suitable alternative accommodation on a permanent basis and a Home Loss Payment would not be payable (see point 15 below).

9. Permanent decant

9.1 In some situations, for example where major redevelopment work is being undertaken, a property may be demolished or significantly altered. Where this is the case, the tenant will be permanently decanted. This would result in a new letting. We will provide suitable alternative accommodation for a permanent move and work with the tenant to meet their requirements and preferences, where possible.

9.2 There are likely to be some cases where tenants refuse the offer of the work or refuse to move out, for whatever reason. If so, the Council will endeavour to work with the tenant to resolve any issues. However, if an offer of alternative accommodation is refused, the project team will consider all relevant information and will formulate an action plan. In most cases, legal action to recover possession of the property will be considered. Only in exceptional circumstances would a decision be made agreeing that the work should not be carried out.

9.3 When a tenant moves permanently to a property they will receive a new tenancy and will be responsible for paying rent and charges for that property.

10. Offer of accommodation

10.1 One direct offer of accommodation only will be made by the Council in consultation with the tenant. If the tenant refuses to accept the alternative property, they will be given advice on their housing options.

10.2 When offering accommodation, the following will be taken into account:

- size of the accommodation so it matches the housing needs of the tenant;
- distance of the accommodation from the place of work or education; and
- the distance of the accommodation from members of the tenant's family or their support network, if proximity is a consideration to the wellbeing of the tenant or their family.

11. Security of tenancy

11.1 When a tenant is moved to alternative accommodation they will continue to have the same type of security of tenure as they did in their original home. If the tenant moves to a property belonging to another Registered Provider, the Council, in its role as the Strategic Housing Authority, will take steps to ensure that they will be given the equivalent type of tenancy.

11.2 Tenants' security of tenure will be dealt with in accordance with current legislation and the Council's Tenancy Policy.

12. Vulnerable tenants

12.1 To minimise the impact of decanting a vulnerable tenant to alternative accommodation, the project team will undertake an impact assessment for every tenant where such action is found to be necessary. The project team will also agree individual action plans for household members, if there is evidence to suggest that they are necessary.

12.2 The project team will liaise with family members, recognised advocates and/or professionals such as occupational therapists, to ensure that tenants who have special needs, are offered suitable alternative accommodation that will meet the needs of the tenant or household member.

13. Tenants' responsibilities

- 13.1** Where a tenant is being decanted, they will be expected to pack up their own belongings unless there is a valid reason they cannot, for example, they are vulnerable or have special needs, in which case a packing service will be arranged.
- 13.2** Tenants must ensure that they have taken steps to ensure that their fridges and freezers are cleaned, having been emptied and defrosted, if necessary, prior to the arrival of the removal company.
- 13.3** If the tenant is being transferred to alternative accommodation, they will be responsible for clearing their belongings from the property and for giving vacant possession of that property. Any items left behind will be cleared and there will not be any opportunity to reclaim them, or to claim compensation for the value of them. The cost of clearance and disposal of any such items will be recharged to the tenant.
- 13.4** The tenant is required to provide access for contractors or agents acting on the Council's behalf, as necessary. They must also take responsibility for their own fixtures and fittings or DIY improvements, unless the property is to be demolished, in which case, they must sign a disclaimer stating that they do not require any compensation for the loss of the items. There will be a pre-void visit where such items will be identified and the tenant will be informed about the work that is required before they move out. Failure to undertake such work could result in the tenant being recharged.
- 13.5** The tenant is expected to make other household members aware of the decant arrangements and to move on the agreed date. In addition, they must make appropriate arrangements for any pets/animals and ensure that they are not abandoned in the property after they have moved out.
- 13.6** If the household has home contents or other insurance, the tenant is advised to notify their insurance company/ies about the change of address.
- 13.7** Tenants are expected to take appropriate steps to clear any areas where work is to be undertaken. However, if any possessions are damaged in the course of carrying out repairs, compensation may be paid, although any responsibility for this may be passed onto the contractor or the third party who has completed the work. The project team will endeavour to seek damages from the removal company if the tenant's possessions are damaged during the course of the move. Any claims will be considered by the project team.
- 13.8** On the day of the move, the Neighbourhood Officer will visit to help resolve any minor issues which may arise. They will visit again within one day of the move and then again within six weeks. Where there has been a temporary move, they will visit periodically if necessary whilst the tenant lives in the decant property.

14. Disturbance allowance

- 14.1** A disturbance allowance is intended to compensate the tenant for reasonable expenses associated with their move whether temporary or permanent.

- 14.2** To qualify for a disturbance allowance, the person claiming for disturbance allowance need to have lived in the property and must be the tenant at the time of the decision to decant.
- 14.3** The basis of the disturbance allowance is to ensure the tenant is not left financially “out of pocket” due to the move. Examples of the items which can be included are:-
- The cost of removals and/or storage of belongings
 - The cost of altering soft furnishings, e.g refitting carpets, altering curtains and blinds if possible, if not, replacement of these items up a maximum value of £600 (although laminate flooring will not be included)
 - Redirection of mail
 - Reimbursement of extra costs related to work or education whilst in temporary accommodation
 - Disconnection and reconnection of appliances and utilities, such as cookers, domestic electrical appliances, telephone lines and satellite dishes
 - The cost of cattery or kennels for pets if they cannot be accommodated in any temporary accommodation
 - Loss of wages where time off is unavoidable due to displacement
 - New school uniforms if children need to change schools and associated costs
 - Costs of necessary redecorating of new home
 - Removal and re-fitting of fixtures and fittings such as curtain poles, shelving, grab rails, as appropriate
 - Installation of disability aids and adaptations
 - Provision of a shower in the decant property (where the tenant has a need due to health issues, as agreed with an occupational therapist).
- 14.4** If the tenant is moved on a temporary basis, a further disturbance allowance will be payable when the tenant moves back into their original home.
- 14.5** A tenant may also claim disturbance allowance including other expenses during a short term move. The tenant must provide receipts or invoices for expenses and payment will only be made where they are deemed to be necessary by the project team. The Council will pay for such items directly if this has been agreed in advance. In such cases, the tenant must provide information on the service or items which are to be procured and all relevant details relating to the supplier so that a purchase order can be raised.
- 14.6** Any other debts owed to the Council by a tenant will not be deducted from their disturbance payments. All payments will be made by BACS transfer and cannot be paid in cash.
- 14.7** The Council requests that at least two quotes are obtained for the purpose of removals and the cost of carpets. The cost of removals will be paid direct to the removal company.
- 14.8** If a tenant is required to move out only for a very short time and is relocated to B&B

or other suitable alternative accommodation such as the home of a friend or relative, then they will not be entitled to disturbance payments. However, they will be entitled to reasonable expenses which will be agreed by the project team in advance.

15. Home Loss Payments

- 15.1** The statutory guidance for Home Loss Payments are set out in the Land Compensation Act 1973. Tenants are entitled to this payment where a permanent decant is required.
- 15.2** This payment will be paid at a flat rate set by the Government. To qualify for a Home Loss Payment the tenant:
- Must have resided at the property for a minimum of one year;
 - Is required to move permanently due to improvement or development works or because their home is to be demolished;
 - Is living in the property as their main and principle residence; or
 - Their existing property is being re-modelled and they are moving out temporarily before moving back. A Home Loss Payment would only be due in such a case if their home was being completely changed by the improvement works, for example, a three bedroom home was being divided and they were going to move back to a one bedroom flat.
- 15.3** If a tenant is entitled to a Home Loss Payment and has any other debts to the Council, these will be offset against the amount granted.
- 15.4** Where there are joint tenants, one Home Loss Payment will be shared equally between them.
- 15.5** If, for any reason, a tenant has to move out of their property because of major repairs resulting from their damage or neglect then they will not be entitled to a Home Loss Payment.
- 15.6** Where a tenant entitled to a Home Loss Payment dies prior to receiving the payment, a claim may be made by any adult who had lived in the property with the tenant for a minimum of one year as their main residence. The claimant must also be entitled to succeed to the tenancy.

16. Consulting tenants

- 16.1** We have a duty to consult with tenants under Section 105 of the Housing 1985 Act on matters of housing management. We will consult with tenants on housing management matters when they relate to the management, maintenance, improvement or demolition of dwelling houses let by the Council under secure tenancies.

17. Service standards

- 17.1** The Council is committed to the principles of openness and transparency and for this reason we will ensure that this policy is well-publicised. If there are any operational

matters which impact upon our ability to operate this policy, we will ensure that information about this is given to tenants and other stakeholders.

18. References

- The Housing Act 1985
- Planning and Compensation Act 1991
- Home Loss Payment (Prescribed Amount) (England) Regulations 2014
- Land and Compensation Act 1973

19. Equality and Diversity

- 19.1** The Council will tailor its services to meet the diverse needs of individuals. We will foster good relations with people when providing services to eliminate discrimination and to promote equality of opportunity.

20. Review

This Policy has been written in line with good practice and current relevant legislation. Unless there are any changes to such legislation beforehand, the next review of this Policy is due January 2021 and every four years thereafter.