
Decants Policy

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1 INTRODUCTION

One Housing recognises that occasions do arise when it has to temporarily or permanently relocate individuals or groups of its residents. Decants are usually necessary when a property is in need of major repairs work or needs to be refurbished or modernised. Decants are also necessary when a property needs to be rebuilt or disposed of to enable effective asset management, in line with One Housing's Asset Management Strategy.

This policy has been created after consultation with residents and should be considered in conjunction with the [One Housing Decants Procedure](#).

1.1 Definitions

Decanting

This is a legal definition used to explain the process where residents are required to move from their homes, due to the reasons stated in the introduction above, or an authority with compulsory purchase powers has redevelopment plans for their home. These plans may involve demolition or major repair or improvement to the property (resulting in a significant change of character to the property, e.g. building an extra room) and will require a resident to move out, either temporarily or permanently, for the works to be completed. This does not include residents moving due to transfers, mutual exchanges or choosing to end their tenancy.

Emergency Decant

Where an unexpected event has caused a property to become uninhabitable, in most cases, we will contact the relevant local authority. In accordance with the law, local authorities have a duty to re-house any person who is homeless because their property is uninhabitable. Other options include:

- Staying with friends or relatives
- Staying in B&B or hotel accommodation (board only) at One Housing expense

Temporary Decant

Accommodation provided by the local authority may only be very short term and may not be fit for purpose for a longer term decant. Where the property provided by the local authority is not suitable for the household's needs on a longer term basis, we would follow the decant procedure to re-house the residents into alternative temporary accommodation for the period of the works. Options include:

- Staying in B&B or hotel accommodation (board only) at One Housing expense
- Staying with friends or relatives
- Temporary decant to an alternative One Housing property
- It may in some very exceptional circumstances be appropriate to use a private let property,

Permanent Decant

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

Where a resident holds an Assured Shorthold Tenancy, One Housing is not obligated to permanently rehouse the resident. However, we would work with the Local Authority to provide advice and support.

Preserved Right to Buy (PRTB)

Right to Buy is attached to the person rather than the property. If a secure tenant is being permanently moved, they will be signed-up to a new secure tenancy agreement and they will continue to have the right to buy.

The calculations for any right to buy application will begin from the start date of their original secure tenancy and will continue into their new tenancy.

Right to Acquire (RTA)

Right to Acquire is attached to the property rather than the person. If an assured tenant is being permanently moved they may lose their right to acquire.

Where possible, tenants will be moved into an alternative property which also has the right to acquire. This will ensure that the resident is not disadvantaged by the move.

Where moving the resident into an alternative property with right to acquire is not possible, we must ensure we explain to the resident, before they move, that they will lose the right to acquire.

	Length of time	Reason for Decant	Type of accommodation
Emergency	1 – 14 days	Immediate risk to H&S	Hotel or B&B, Local Authority property, staying with friends or relatives
Temporary	14 days+	Responsive repair or planned refurbishment works	B&B or vacant One Housing property, staying with friends or relatives
Permanent	Not returning to original property	Refurbishment, demolition or resale of property.	One Housing property

2 AIMS & OBJECTIVES

Aims:

- to manage decant proceedings in an efficient and equitable manner
- to cause the least possible disturbance to residents who are obliged to decant on either a temporary or permanent basis.

Objectives:

- fairness in the calculation of amounts due to residents if not determined by statute, using a fair basis for assessment of the loss or costs incurred
- to make reasonable payments to residents who are being moved compulsory
- assist residents in moving and arranging any move required by the work
- attempt to ensure that accommodation is provided with similar adaptation's where an individual has particular needs and their existing home has been specially adapted
- in situations where there is clear evidence of financial hardship caused by the move interim payments may be considered on a case by case basis

3 POLICY STATEMENT

OH will work with residents throughout a decant process to ensure the disruption to their lives is kept to a minimum and where applicable disturbance and home loss payments are made to them.

3.1 Home Loss & Disturbance Payments

This policy establishes statutory payments being made to residents. Payments will fall into two categories:

- Statutory Payments (Disturbance Payments)
- Statutory Payments (Home Loss Payments)

All payments including those made at the discretion of One Housing may be offset, wholly or partly, against debts owed to One Housing. Exceptions to this will be considered on an individual case basis.

Home Loss Allowance: will only usually be paid for permanent moves, where certain criteria are met, these are:

- they must have occupied the property as their sole or main residence for a period of one year prior to the date of displacement
- the move must be permanent
- the claimant must be a general needs assured (not assured shorthold) /secure tenant

Any exceptions to the above will be considered on a case-by-case basis.

The current amount as stipulated by the Government is £5800.00 (from 1st October 2016). If however there are any Leaseholders permanently displaced due to OH development / regeneration the payment calculation differs (i.e. it is a % of market value and ranges from £5,800.00 to a maximum of £58,000.00). The payment must be claimed directly by the person(s) affected and is subject to a maximum time period; under 1973 Act s 32(7a) a claim for the payment must be made within six years of the person's displacement. This is all subject to Government revisions.

Disturbance Allowance: For Disturbance Allowance, the resident need not have lived in the property for 12 months but has to be the tenant at the time of the decision to decant. The basis of the Disturbance Allowance is to ensure the resident(s) is not 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, i.e. refitting carpets, altering curtains and blinds and re-fixing curtain rails
- cost of providing new curtains and carpets where those from the old home cannot be adapted to fit
- disconnection and reconnection costs for existing fixtures and fittings e.g. telephone, cooker, washing machine and other plumbing
- redirection of mail for up to 3 months
- purchase of cookers if type of fuel is different in new home
- storage of any belongings not able to be taken into the new home
- costs of kennels etc. for pets if they cannot be accommodated in any temporary accommodation
- reimbursement for extra travel costs related to work or education whilst in temporary accommodation.

3.2 Right to return

Residents who have to move due to:

- major works - will have a legal right to return to their home
- remodelling - will not have a legal right to return to their home

3.3 Decanting leaseholders

One Housing will consult Leaseholders about any major works (under section 20) prior to any discussions around possible decanting. However, once the necessity of decant has been decided One Housing will start consultation on the proposed decant. One Housing has no automatic right to decant Leaseholders, any decanting and compensation paid to the Leaseholder must be through negotiation. If such a situation arises One Housing will consult Leaseholders at the earliest opportunity and strive to seek the most equitable solution. It is possible in some cases One Housing may have a right to decant a resident to enable major works to be carried out under the terms of their individual lease. Ultimately if One Housing's ability to discharge its repair and maintenance responsibilities (likely to include major works to the structure of the building) was hindered by a leaseholder One Housing would take legal advice on the way forward.

3.4 Decanting non-residents

One Housing has no automatic right or responsibility to decant non residents of One Housing, any decanting and compensation paid to them must be through negotiation. If such a situation arises One Housing will consult them at the earliest opportunity and strive to seek the most equitable situation. If the non- residents are tenants of a One Housing leaseholder then One Housing will negotiate directly with the Leaseholder. Where a repair to an One Housing property required the temporary relocation of a neighbouring non-One Housing property, One Housing will discuss and negotiate the terms of this with the neighbour.

4 RIGHTS & RESPONSIBILITIES

During the decant process, residents have the right:

- To have their home and belongings treated with respect
- To be kept informed by One Housing of the details and progress of their decant
- To be remunerated with reasonable costs and expenses incurred through the 'disturbances' of a decant.

As part of this, residents have the responsibility:

- To inform One Housing staff of any conditions and needs that would require consideration when planning their decant
- To keep full and legitimate records and proofs of purchase for expenses incurred as part of the decant
- To inform staff in writing of any changes in circumstances or needs during the decanted period
- To pack and prepare for the move, or to inform One Housing if they require support in this
- To inform utilities companies (gas, water, electricity, sky/cable TV, telephone) of their decant
- To notify the local authority responsible for any Housing Benefit or Council Tax of the decant
- To look after their temporary home whilst they reside in it

In managing the decant process, One Housing reserves the right to:

- exercise discretion in the non-statutory aspects of this policy – which must be communicated to the resident
- make project specific changes to the property during a temporary decant
- To make changes to the conditions of a planned and programmed decant at different phases where the project requires – this must be communicated to the resident

In maintaining the decant process successfully, One Housing has the responsibility to:

- Work with residents, where possible, to agree the terms and conditions of a decant
- To keep decanted residents and all staff involved in the decant abreast of the details and changes

5 LEGISLATION

Government legislation has an impact on how One Housing can implement its Decant Policy. Listed below are the key Acts to be taken into consideration:

- Land compensation Act 1973
- Planning & Compensation Act 1991

6 CONFIDENTIALITY

Under the Data Protection Act 1998 and the Human Rights Act 1998, all personal and sensitive organisational information, however received, is treated as confidential. This includes:

- anything of a personal nature that is not a matter of public record about a resident, client, applicant, staff or committee member
- sensitive organisational information

Officers will ensure that they only involve other agencies and share information with the consent of the resident concerned, unless:

- One Housing is required to by law

- the information is necessary for the protection of children

7 EQUALITY AND DIVERSITY

One Housing recognises the needs of a diverse population and always acts within the scope of its own **Equality and Diversity Policy**, the Equality Act 2010. One Housing will always take in to account vulnerability when managing a decant.

One Housing works closely with its partners to ensure it has a clear understanding of its resident community with clear regularly updated service user profiles. This enables One Housing to ensure the right resident is offered the right decant property at the right time within One Housing's obviously limited property portfolio. The Performance Improvement & Policy Team is responsible for recording, analysing and monitoring information on ethnicity, vulnerability and disability.

8 MONITORING AND EVALUATION

The delivery of this policy will be monitored using a number of techniques. One Housing staff will monitor all decants. The overall success of the policy will be judged using a mixture of indicators which will measure overall sustainability of estates together with indicators which measure the success and speed of internal processes. Some of these indicators will be reported to Board and some will be monitored within the service and used to inform continuous improvement. A number of these indicators will have targets associated with them which will be reassessed on an annual basis.

9 HEALTH & SAFETY

This policy will be carried out in compliance with the relevant statutory health and safety requirements and regulations.