



# DECANT POLICY

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## **1 Introduction**

- 1.1 This policy sets out our approach to decanting tenants, licensees, leaseholders and shared owners from their home whether on a permanent or temporary basis. This is usually (but not always) when we intend to carry out major repairs, improvements, redevelopment work, or demolition.
- 1.2 Decanting is in reference to the process where tenants, licensees, leaseholders and shared owners are moved from their home on a temporary or permanent basis usually for the reasons set out above.
- 1.3 This policy will help manage the decant process to ensure it is carried out in an efficient manner while causing the least possible disturbance to residents who are obliged to decant on either a temporary or permanent basis. The Council 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.
- 1.3 We will endeavour to offer tenants suitable alternative accommodation, or they will be provided with temporary accommodation until such time as suitable alternative accommodation is found or they can return to their original property.

## **2 This Policy Applies to:**

- a) General needs accommodation;
- b) Older persons' accommodation;
- c) Leaseholder Accommodation.

When we refer to “general needs accommodation” in this policy we mean accommodation occupied by tenants paying a social or affordable rent. General needs tenants may hold secure tenancies, starter tenancies, fixed term tenancies and/or contractual tenancies.

When we refer to “older persons’ accommodation” in this policy we mean sheltered housing which specifically caters for older people.

When we refer to “leaseholder accommodation” in this policy we mean leaseholders and shared owners (residents who have purchased a percentage share of the lease of their property).

## **3 Aim and Objectives**

- 3.1 The aim of this policy is to clearly set out what happens when it is identified that a decant is necessary and to ensure consistent decisions are made by officers supporting residents during the decant period.

## **4 Legal Framework**

4.1 We will ensure that the Decant policy meets legislative and good practice requirements contained within the following Acts and Regulations:

- a) Housing Act 1985
- b) Housing Act 1988
- c) Home Loss Payments (Prescribed Amounts) (England) Regulations
- d) Equality Act 2010
- e) Tenancy and Lettings policy
- f) Land Compensation Act 1973
- g) Planning & Compensation Act 1991

## **5 Type of Decant**

### **5.1 Permanent Decants**

- 5.1.1 A permanent decant is where a tenant or licensee is rehoused into suitable alternative accommodation on a permanent basis, usually (but not always) because a property or block of flats is being demolished or disposed of, and there is no possibility of the tenant returning to their home.
- 5.1.2 We may also consider offering a permanent decant where repairs or improvement work will take a long time to complete or where there are other exceptional circumstances.
- 5.1.3 We will always try to identify suitable alternative properties from within our own housing stock. If no suitable alternative properties are identified, then we will nominate the tenant or licensee to other housing providers where possible.
- 5.1.4 When assessing suitability, we will consider the needs and size of the permanent household, and where possible will try to accommodate the wishes of the tenant or licensee.
- 5.1.5 Tenants offered a permanent decant into another of our properties will be requested to surrender the tenancy to their original home and will be granted a new secure tenancy for their new home.
- 5.1.6 Where a tenant refuses our offer of suitable alternative accommodation and/or to voluntarily surrender their tenancy when such has been offered, we will seek to terminate the tenancy on any of the applicable grounds for possession as set out in Schedule 2 of the Housing Act 1985 (or any other applicable legislation) and/or in accordance with the Council's policies and procedures. Where a licensee refuses our offer of suitable alternative accommodation and/or to voluntarily surrender their licence when such has been offered, we will seek to terminate the licence and/or in accordance with the Council's policies and procedures.

- 5.1.7 Tenants who are eligible will receive a statutory home loss payment and/or statutory disturbance payment. The amount of the statutory home loss payment is set by the Home Loss Payments (Prescribed Amounts) (England) Regulations that are in force at the time. We will deduct from any payment any housing related liabilities owing to the Council and will notify in advance of doing so.
- 5.1.8 Where applicable, Right to Buy is attached to the person rather than the property. If a secure tenant is being permanently decanted, they will be offered 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.

## **5.2 Temporary Decants**

- 5.2.1 A temporary decant is where we rehouse for a temporary period, including emergency periods. This is usually (but not always) while repairs, refurbishment or other major work to their property is carried out. After the work is completed the tenant or licensee is expected to move back to their main home.
- 5.2.2 An example of works includes (but is not exhaustive):
- a) Extensive works to multiple rooms
  - b) Severe flood damage
  - c) Repairs to a structurally unsafe property or unable to live in the property safely whilst works are being carried out
- 5.2.3 When deciding the best solution, we will consider the length of time the works are scheduled for. If the work will only take a few days to complete, then it may be less disruptive to consider the following:
- a) Arranging for the tenant to stay with family or friends.
  - b) Providing temporary accommodation such as bed and breakfast, hotels or guest houses.
- 5.2.4 We will always look to identify suitable properties from within our own housing stock. If no suitable properties are identified, then we may need to accommodate you in other temporary accommodation until a suitable property becomes available.
- 5.2.5 When assessing suitability, we will consider the needs and size of the permanent household, and where possible will try to accommodate the wishes of the tenant or licensee.
- 5.2.6 Tenants offered a temporary decant into another of our properties will keep their original tenancy for their main home and will be accommodated by way of Licence until they return to their main home. The tenant will be responsible for making sure the rent and any other payments due for their main home is paid for the duration of

the temporary decant. If the tenant falls into arrears, we will take legal action in accordance with our rent arrears recovery process.

- 5.2.7 Where the tenant or licensee refuses our offer of temporary accommodation, we will consider taking legal action, including an injunction where necessary and/or seek to terminate the tenancy on any of the applicable grounds for possession as set out in Schedule 2 of the Housing Act 1985 (or any other applicable legislation) and/or in accordance with our policies and procedures.
- 5.2.8 We will usually consider paying the following where receipts and/or supporting evidence are provided within two weeks of the expenditure taking place:
- a) Removal costs
  - b) Redirection of post
  - c) Temporary storage of furniture or possessions
  - d) Disconnection and reconnection of appliances and utilities
  - e) Replacing of carpets, curtains and curtain poles
  - f) Redecoration grant
  - g) Installation of disability adaptation
- 5.2.9 We will make sure payments are made in a timely manner to avoid any financial hardship. Any housing related liabilities or other money owing to the Council will not be deducted.
- 5.2.10 On completion of the works, and/or when the tenant or licensee can return to their main home, we will set a moving date with the tenant or licensee. Where a temporary decant is an emergency, after an unexpected event such as a fire or flood which renders the property uninhabitable, we will help find alternative accommodation which may include but is not limited to:
- a) Staying with friends or family;
  - b) Hotel accommodation (board only).
- 5.2.11 Where a Tenant has been offered an emergency decant into another of our properties, they will keep their original tenancy for their main home and will be accommodated by way of Licence. The tenant will be responsible for making sure the rent and any other payments due for their main home is paid for the duration of the temporary decant.
- 5.2.12 When a temporary decant is offered (although it should be noted that there is no legal requirement to offer such) because of tenant damage or misuse of their home or any other breach of their tenancy agreement, we will recharge the tenant all costs incurred to carry-out the decant.

### **5.3 Decanting Leaseholders and Shared Owners**

- 5.3.1 The Council has no obligation or responsibility to decant Leaseholders and Shared Owners (or anybody occupying properties subject to an agreement with a Leaseholder or Shared Owner). Where possible, the Council will consult Leaseholders about any major works prior to any discussions around possible decanting. However, once the necessity of decant has been decided the Council will where possible start consultation on the proposed decant.
- 5.3.2 Where the Council's ability to discharge its repair and maintenance responsibilities (likely to include major works to the structure of the building) or indeed any other obligation or responsibility is hindered by a leaseholder refusing to agree to a decant, the Council will seek specific legal advice.

## **6 Data Protection, Confidentiality and Information Sharing**

- 6.1 The Council will ensure it complies with the requirements of the General Data Protection Regulations 2016 and Data Protection Act 2018 and its own Data Protection Policies when managing information it holds.

## **7 Equalities Impact Assessment**

- 7.1 This policy will be implemented in accordance with our Equality and Diversity Statement, ensuring that we will not discriminate against anyone on grounds of their protected characteristics. We are committed to equality and diversity. This policy has considered the Equality Act 2010 and we have completed an Equalities Impact Assessment. We will make sure that all of our communication is fully accessible and to achieve this if a policy or document needs to be available in other formats, we will provide them.