



Mid-Wales Housing Association - Policy

Title: DECANT POLICY

1.0 Policy Objectives

- 1.1 The main purpose of this policy is to ensure the smooth running of the procedures in offering alternative temporary accommodation to Association tenants (“decanting”). The instances where alternative temporary accommodation could be needed for Association tenants are as follows:
 - ◆ Where the Association requires to carry out major works to any of its stock due to a fire, flood or other disaster occurring in one of its properties.
 - ◆ Where the Association or other organisation has been asked to carry out adaptations to one of its properties.
 - ◆ Where the Association is undertaking the refurbishment or redevelopment of one or more of its properties.
- 1.2 The Association, wherever possible, will endeavour to carry out work without having to decant tenants. However, this is not always possible as pointed out in 2.1 (i).
- 1.3 To minimise rent loss on properties used for decanting tenants.
- 1.4 To enable staff to be clear about their responsibilities in decanting tenants.
- 1.5 To ensure that where decanting is required work is not delayed.
- 1.6 To ensure minimal disruption to tenants.

2.0 Policy

- 2.1 Major works to the Association’s properties will have to be carried out from time to time. The Association will need to keep tenants informed of how they will be affected by major works to their home. The Association appreciates that where tenants have to move out of their homes to enable work to be carried out this will be very disruptive. The Association will ensure that appropriate information, advice and assistance are available before work starts, during the work and after it has been completed.

With this in mind the Association will:

- (i) Explain to all affected tenants the reasons that they have to move out of their home – for example, since major work is to be carried out, the

Association feels that it would be in the interests of health and safety that they temporarily move from their home while the work is going on.

- (ii) Give as much notice as possible as to when the work will begin, how long it will take and when the tenant will be able to move back into their home.
- (iii) Inform tenants where they will be moving to temporarily and when they will be expected to move to their temporary address.

NB – when looking for temporary accommodation consideration will be given to the tenant's requirements – e.g. appropriate size of temporary accommodation etc.

- 2.2 The Association will pay for the removal of all effects from the tenant's permanent home to their temporary home and back again. The Association will also meet other reasonable costs which are further outlined later.
- 2.3 All affected tenants will be entitled to a disturbance payment to help towards additional travelling costs – e.g. to and from work.
- 2.4 The Association will ensure that affected tenants have the names of two members of the Association's staff to contact in case they have any questions or concerns.

3.0 What the Association will pay for

- 3.1 The Association will pay for all reasonable expenses and these are outlined in 3.2.
- 3.2 The Association will pay for the following:
 - (i) Furniture removal costs.
 - (ii) Disconnection and reconnection of cooker, washing machine and dishwasher (this work, where possible, will be carried out by one of the Association's contractors).
 - (iii) Disconnection and reconnection of telephone and/or a temporary line at the temporary address.
 - (iv) Erection of a satellite dish at the temporary address (where the tenant has one at their permanent home) and re-siting upon return to their permanent home.
 - (v) Redirection of mail.
 - (vi) Supply of curtain tracks at the temporary address and, where the tenant's curtains do not fit, curtains. The curtain tracks and the curtains will remain the property of the Association.

- (vii) Carpets – where the tenant's carpets can be made to fit the temporary accommodation then this will be done. However, should carpets not fit then the Association will supply and fit a suitable floor covering to the temporary address (any floor covering bought and fitted to the temporary address by the Association will remain the property of the Association).
 - (viii) If damage is caused to decoration at the tenant's permanent home the Association will either give a decorating allowance or redecorate at the discretion of the Asset Management Co-ordinator.
- 3.3 The Association will make a one-off payment to tenants required to move out of their home due to major works to cover extra travel to work/school costs etc.
- 3.4 Any payments for costs incurred by the tenant will be made promptly to ensure that the tenant is not out of pocket.

4.0 Payment of Rent and Service Charges during the Decant Period

- 4.1 a) If a tenant moves temporarily into accommodation with a lower rent, then the tenant will pay rent at the cheaper rent for the temporary home;
- b) If a tenant moves temporarily into accommodation with a higher rent, then the tenant will continue to pay rent at the rent for their permanent home.
- c) If a tenant requests larger temporary accommodation with a higher rent, then the tenant will pay the higher rent for the temporary accommodation.

5.0 Tenants' Responsibilities

- 5.1 Tenants who move to temporary accommodation while works are being carried out at their permanent home will be bound by the terms and conditions of their original Tenancy Agreement – **a new Tenancy Agreement will not be issued for their temporary address.**
- 5.2 The tenant will be responsible directly to the supplier for payment of the relevant services used at the temporary address – electricity, gas, water rates/charges, telephone bills, etc.
- 5.3 The tenant must ensure that on returning to their permanent home the temporary property is left in a satisfactory condition. The Association's Asset Management Section will carry out a 'normal' re-let inspection of the temporary property and reserves the right to recharge the cost of any repair or redecoration required, in accordance with its usual procedure.
- 5.4 Should the Association have to enlist the assistance of the Local Authority or

another Registered Social Landlord in finding temporary accommodation, then the Association will be responsible for paying the rent on the temporary property while continuing to charge the tenant the rent of their permanent home. In this instance the tenant will be responsible for handing the keys of the temporary accommodation into the Association

6.0 Refusal of Access for Major Works

6.1 If a tenant refuses the Association access or declines to move out of their home while major work is being carried out, the tenant concerned will be invited to discuss their reasons.

6.2 If the Association is still refused access and all reasonable steps have been taken to resolve the issue, then action will be taken under the terms of the Tenancy Agreement which may result in the Association obtaining a Court Order in order to gain access to carry out the works.

6.3 The Association will explore two options:

- (i) Ask the Court to issue an injunction granting a right of entry.
- (ii) Seek an order for possession under the Housing Acts of 1985 or 1988
NB – this step would only be taken should the works involve a health and safety issue if the work were not carried out – e.g. rewiring due to existing standards not meeting regulations.

7.0 Permanent Move following Decanting

7.1 Once a tenant moves into their temporary address, it may be that when they are asked to return to their permanent home they express a wish to remain at the temporary address. Such a request will be considered on an individual basis.

8.0 Review

This policy will be reviewed in line with the Association's Policy Review timetable.

9.0 Training

All staff will be expected to be fully conversant with this policy.

Purpose:	To ensure if the Association requires a tenant to move from their home to enable work to be carried out, the process runs smoothly.	
Reference No:		
Date of Issue:	1 st December 2009.	
Review Date:	As per Policy Review Timetable.	
Departments/ Sections Affected:	Housing Services, Asset Management.	
Approved By:	Board of Management.	
Lead Officer:	Housing Services Manager.	
Statutory Compliance	None.	
Strategic Risk Factors		
Equality Impact Audit	<i>How does/will this policy ensure needs are met fairly, particularly with regard to race, gender, disability etc?</i>	N/A
	<i>Is it felt that this Policy might affect different groups adversely. If so what is the justification for this, and is it legally permissible?</i>	No groups or individuals are expected to be affected adversely.
	<i>Have any representative groups in the locality been asked for their opinion and if so what was the outcome?</i>	No.
Tenant Engagement	<i>How does/will this policy ensure the needs of tenants are met?</i>	This object of this policy is to ensure the smooth running of major repairs to the Association's properties should the need arise to temporarily move tenants from their permanent home whilst work is being undertaken.
	<i>How is it felt this Policy will impact on the rights and</i>	This Policy will not affect tenants' rights and

	<i>obligations of tenants?</i>	obligations.
	<i>Have tenants been consulted and were the outcomes of that consultation taken into account when considering the introduction of this Policy?</i>	Yes – TARF were consulted and comments incorporated in the Policy document.