



TAI CANOLBARTH CYMRU
MID-WALES HOUSING

Yn barod **amdani** **Equal** to the challenge

Decant Policy

Strategic Aim:	To promote the Association’s core value of Caring – “We believe in putting the welfare of our tenants before profit”. To promote the Association’s core value of Community – “We believe in a local approach to community housing”.
Reference No:	Decant Policy v3
Date of Issue:	29 March 2018
Next Review Date:	March 2021
Departments Affected:	Community Housing Team, Customer Services Team, Income Management Team, Maintenance Team, New Business Team
Approved By/Date:	Board of Management – 28th March 2018
Lead Officer:	Jean O’Neill, Acting Director of Customer Services
Statutory Compliance:	<p>Relevant Legislation</p> <ul style="list-style-type: none"> • Homeless Act 2002 • General Data Protection Regulations 2016 • Housing Act 1985 Schedule 2 Land Compensation Act 1973 • Planning and Compensation Act 1991 • Land Compensation Act 1973 <p>The Regulatory Framework for Housing Associations Registered in Wales (May 2017)</p>

DECANT POLICY

1.0 Introduction

1.1 The main purpose of this policy is to ensure an effective and efficient way of decanting tenants/leaseholders whether on a temporary or permanent basis, aiming to minimise any disruption to the tenant/leaseholder.

1.2 The Association's Decant Policy is available for inspection at its Head Office at:

Tŷ Canol House
Ffordd Croesawdy
NEWTOWN
Powys
SY16 1AL

OR

By telephoning the Association on 0300 111 3030 to request a copy;
By e-mailing the Association on post@mid-walesha.co.uk to request a copy;
By going to the Association's website www.mid-walesha.co.uk.

This policy takes into consideration the following legislation:

- Housing Act 1985 Schedule 2 (grounds for possession for major works)
- Land Compensation Act 1973
- Planning and Compensation Act 1991 (compensation payments)
- Homeless Act 2002
- General Data Protection Regulations 2016

2.0 Policy Statement:

- The Association, wherever possible, will endeavour to carry out work on the tenants/leaseholders home without having to decant.
- The Association will aim to minimise any disruption to tenants/leaseholders, including trying to keep tenants/leaseholders within their existing community or village/town.
- The Association will compensate the tenant/leaseholder for any reasonable additional costs that will be incurred because of being decanted.

3.0 Definition of Decanting

Decanting is where the Association requires a tenant(s)/leaseholder(s) to move from their home(s) for the purpose of a major repair (including those required following a fire, flood or other disaster), improvement works, major adaptations, demolition, refurbishment or redevelopment. Decants can also be necessary when a property needs to be rebuilt or disposed of, to enable

effective asset management. The move could be permanent, or it may be temporary while work is carried out. Given that a decant can sometimes be unplanned due to an emergency, the Association may consider using hotel, “Bed and Breakfast” or caravan park accommodation. Whilst the term decant is used, the Association remembers that it is dealing with people and their sensitivities.

4.0 Our Approach to Decanting

- 4.1 It is recognised that moving home can be very stressful and especially difficult if the tenant/leaseholder is elderly, in poor health or requires additional support to maintain a tenancy/lease.
- 4.2 The Association will offer support and assistance at all stages of the process; before, during and after works have been completed, as appropriate to meet the needs of the tenant/leaseholder.
- 4.3 Tenants/leaseholders should not suffer financially because they have to be moved. The Association will agree a reasonable level of compensation beforehand (see paragraph 5 below).
- 4.4 The Association will provide as much information as possible to the tenant/leaseholder on the works required, including the nature, the scope and the length of time they will need to be away from their home for.
- 4.5 The Association will give as much notice as possible to the tenants/ leaseholders as to when the works will start, to minimise the amount of disturbance to the tenant/leaseholder. If the works are part of a planned programme, the Association will provide a minimum months’ notice. The Association will also give as much notice as possible as to when the works will be completed.
- 4.6 The Association will secure alternative accommodation for the tenant/ leaseholder, and so far as is practicable, will try to take into account their personal circumstances. The Association will try to provide a similar size, type and location of property to their existing home. However, given that a decant can sometimes be unplanned due to an emergency, the Association may consider using hotel, “Bed and Breakfast” or caravan park accommodation.
- 4.7 The Association may need to contact other service providers for assistance with finding suitable temporary accommodation such as the local authority or other housing associations.
- 4.8 If a tenant/leaseholder wishes to stay with relatives, or wishes to be accommodated at a hotel, “Bed and Breakfast” or caravan park, the Association will consider the request on an individual basis, including the appropriate level of financial compensation.
- 4.9 If a tenant/leaseholder is vulnerable, additional support may be provided, in line with the Vulnerable Tenants Policy.

5.0 What the Association will pay for

As noted above, tenants/leaseholders should not suffer financially because they have to be moved. The compensation assessment falls into three categories:

5.1 Home Loss payments

Where it is necessary for the tenant/leaseholder to move permanently, or it is mutually agreed between the tenant/leaseholder and the Association, compensation will be paid in accordance with the Land Compensation Act 1973.

- Where there are monies owing to the Association, this will be offset against the home loss payment.
- Only one home loss payment will be made per household, even if joint tenants/leaseholders are moving into separate accommodation.
- The sum paid will be the statutory sum relevant at the date of decant.

5.2 Removal expenses and disturbance allowance.

Where the tenant/leaseholder is moving temporarily, the Association will pay reasonable compensation, to reflect the actual costs incurred by the tenant/leaseholder, and reflect inconvenience caused. The amount agreed will take into account:

- Removal costs
- Storage costs
- Connection/reconnection of utilities (phone, gas, electric etc)
- Redirection of mail
- Adjustments to floor coverings (if required and possible)
- Provision of floor coverings (if appropriate)
- Redecoration
- Additional travel costs
- Additional heating costs
- Other reasonable costs incurred as a consequence of any vulnerability

Depending upon the individual circumstance of the tenant/leaseholder and taking into account the tenants/leaseholders vulnerability the Association may:

- Agree a lump sum
- Pay actual costs on production of receipts
- Arrange removal etc on behalf of the tenant

5.3 Miscellaneous payments

These allowances may be paid to tenants/leaseholders who move out temporarily but are not decanted to another property. The Association will discuss payment entitlements with the tenant/leaseholder before they need to move, ensuring that the tenant/leaseholder's individual circumstances are taken into account, and their basic needs are met.

6.0 Payment of rent and service charges during the decant period

- 6.1
- a) If a tenant/leaseholder moves temporarily into accommodation (often another property owned by the Association) with a lower rent/service charge, the tenant/leaseholder will pay rent/service charge at the cheaper rent/service charge for the temporary home.
 - b) If a tenant/leaseholder moves temporarily into accommodation with a higher rent/service charge, then the tenant/leaseholder will continue to pay rent/service charge at the rent/service charge for their permanent home:
 - c) If a tenant/leaseholder requests larger temporary accommodation with a higher rent/service charge, then the tenant/leaseholder will pay the higher rent/service charge for the temporary accommodation.
 - d) If a tenant/leaseholder is accommodated in a hotel, “Bed and Breakfast” or caravan park, they will continue to pay rent/service charge for the permanent home whilst the Association will pay for their alternative accommodation (providing the alternative accommodation is more expensive). In effect, the tenant will pay the cheaper of the two charges.
 - e) If a tenant/leaseholder chooses to stay with friends or family, or make their own alternative arrangements, they will not be charged rent/service charge on their permanent home.
- 6.2
- Should the Association have to enlist the assistance of the local authority or another housing association in finding temporary accommodation, then the Association will be responsible for paying the rent on the temporary accommodation while continuing to charge the tenant/leaseholder the rent/service charge of their permanent home. However, if the rent/service charge of the temporary accommodation is lower than the rent/service charge charged on their permanent home, the tenant/leaseholder will pay the lower rent/service charge.

7.0 Tenant/leaseholder responsibilities

- 7.1
- During the decant period, the tenant/leaseholder will remain responsible for paying the rent/service charge in line with Paragraph 6 above. The tenant/leaseholder is also responsible for notifying the Council Tax and Housing Benefit sections or Department of Works and Pensions of their move. However, the Association can assist with this notification if required.
- 7.2
- Tenants/leaseholders 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 occupancy agreement – a new occupancy agreement will not be issued for their temporary address. A licence may be issued.

7.3 The tenant/leaseholder will be responsible, directly to the supplier, for the payment of the relevant services used at the temporary address.

8.0 Refusal of access or refusal to move

8.1 If a tenant/leaseholder refuses the Association access, or declines to move out of their home, the Association will discuss the reasons with the tenant/leaseholder with a view to understanding and resolving the situation.

8.2 If the Association is refused access or the tenant/leaseholder still refuses to move out, where the work required represents a significant Health & Safety risk, the Association **will** take legal action to be able to undertake the work.

8.3 Where the work is necessary but not a “risk”, the work will not be carried out until the property becomes vacant. The Association will “patch and mend” only. The Association will review the legal position in these circumstances.

9.0 Requests for a permanent move following decanting

A tenant/leaseholder in a temporary address may express a wish to remain permanently at the temporary address. The Director of Customer Services will consider such a request on an individual basis.

Strategic Risk Factors	SR.17.TS Tenant Services	
Equality Impact Audit	How does/will this policy ensure needs are met fairly, particularly with regard to race, gender, disability etc?	<i>Full Equality Impact Assessment completed</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>Full Equality Impact Assessment completed</i>
	Have any representative groups in the locality been asked for their opinion and if so what was the outcome?	No
Tenant Engagement	How does/will this policy ensure the needs of tenants are met?	<i>This policy is intended to ensure an effective and efficient way of decanting tenants whether on a temporary or permanent basis, whilst fully considering the needs of the tenant/leaseholder.</i>
	How is it felt this Policy will impact on the rights and obligations of tenants?	<i>This policy reinforces the pre-existing rights and responsibilities contained within the occupancy</i>

		<i>agreement held by the tenant/leaseholder.</i>
	Have tenants been consulted and were the outcomes of that consultation taken into account when considering the introduction of this Policy?	<i>Discussed by the Tenants and Residents Forum on 07/04/17, amendments suggested have been included in this draft. Including consideration of tenants/leaseholders who are vulnerable.</i>

POLICY NAME:	
Responsible Director/Policy Author: Jean O'Neill, Acting Director of Customer Services	
Date when the policy has been considered/approved by/sent to:	
Tenants' and Residents' Forum	7 th April 2017
Equality Review Group	21 st June 2017
Relevant Committee	N/A
Board of Management	28 th March 2018
Final copy sent to Governance Officer with EIA	March 2018
Placed in group folder and staff informed	
Translated and placed on website	