

Policy details			
Name of policy/procedure:	Decant	Author name:	Nikki Spenceley
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Policy applies to:	Co-op Homes	No. of pages:	5

The procedure to process temporary or permanent decants has been updated to reflect current operational practice, changes in staff structure as well as any other relevant external changes since the last review. The policy is largely unchanged.

1. Policy Aims
<p>The Decant Policy aims to ensure that Co-op Homes provides an effective housing service that meets its landlord’s obligations in respect of decants.</p> <p>In terms of this policy to decant a tenant means to move a tenant temporarily or permanently from their home in one of the following circumstances:</p> <ul style="list-style-type: none"> <li>• following fire, flood or other emergency;</li> <li>• where it is deemed to be unsafe or unreasonable for a tenant to remain in their property;</li> <li>• to enable major works or demolition to be carried out.</li> </ul> <p>The procedure aims to manage decant proceedings in an efficient and equitable manner and to cause the least possible disturbance to customers who are obliged to decant on either a temporary or permanent basis.</p>
2. Objective
<p>The policy sets out our commitment to providing a customer-focused and effective approach to decanting residents:</p> <ol style="list-style-type: none"> <li>1. Where essential repair or improvement works have been identified we will assess the situation and decide whether minor works, major works, or more permanent measures such as disposal or demolition are necessary.</li> <li>2. Where works cannot be completed with the resident continuing to occupy the property we will</li> </ol>

arrange alternative accommodation.

3. Customers who need to be decanted temporarily will be consulted and given information in advance in an effort to identify their needs and preferences for the decant accommodation and minimise the stress. This will also enable them to consider other options, such as staying with family or relatives if necessary.

4. Customers will be kept advised on the progress of the works being undertaken and will be given advice about the payment of allowances, where appropriate.

5. Customers who need to be decanted on a permanent basis will be consulted and advised about any entitlement to Home Loss and Disturbance payments.

6. All properties used for decant will be in line with our void letting standard as a minimum but are more likely to be serviced units that offer the range of facilities that the tenant will have become used to in their own homes.

7. Following an emergency situation (ie fire, flood etc.) which leaves the property in an uninhabitable condition, where there are no suitable empty properties available for letting, the Community Housing Advisor may liaise with the Local Authority to seek emergency temporary accommodation for the customer.

8. Where the Local Authority is unable to help or there are no suitable empty properties available from within CHS' own stock, the CHA will consider temporary accommodation in an hotel, or into a serviced unit through ICAB, the Insurance Claims Accommodation Bureau.

7. The Community Housing Advisor will help arrange and co-ordinate the whole decanting process for the customer to help make the move seamless and with as little disturbance as possible.

8. The decant process will be further monitored by the Business Services Manager.

9. The reinstatement of the property which the tenant has been decanted from, will be managed by the Repairs and Maintenance Manager.

9. The Finance Team are responsible for monitoring all costs and payments connected with the decanting process. The CHA should ensure that Finance are informed at the earliest opportunity so that a claim can be registered with our own Insurance Brokers.

### 3. Procedure

**Temporary Decant:** *Where the residents(s) move out for a period of time to enable their existing property to be improved. Following completion of works they move back into their original home.*

The following points will be made clear to the resident:

- the move is temporary and will only last for as long as it takes to do the work at their original home;
- the customer at all times remains a tenant of their original home;
- all reasonable costs as a result of the decant will be covered by Co-op Homes;
- one offer of temporary accommodation that meets the customers' needs will only normally be made;
- the temporary home will be let to the customer on a "License to Occupy" basis;

- the temporary move will not affect any current permanent transfer request;
- should there be no suitable properties vacant or available to let the customer may be asked to move temporarily to a hotel, B&B or other such emergency temporary accommodation provided by the Local Authority or ICAB.

**Permanent Decant:** *Where there is a need to completely re-develop the property or the area where the property is located or where major redevelopment work is being undertaken.*

A permanent decant property may also be offered to a temporary decant customer where repair or improvement works are likely to take a long period of time. This may be beneficial to the resident as they will not have to move more than once, and can be a more cost effective solution to Co-op Homes than a temporary decant.

In all cases, Co-op Homes will provide suitable alternative accommodation for a permanent move and work with the resident to meet their requirements and preferences.

Where a customer's home has been adapted for use by the disabled Co-op Homes will endeavour to provide as far as possible a property with suitable adaptations to save disadvantaging the customer.

### **Payment of Rent**

Where a resident is temporarily decanted into a property of an equivalent size to their permanent home, they will continue to pay their usual rent amount but will be responsible for any service charges and all utility costs for the decant property while they are in occupation. Co-op Homes will cover any rent difference but not any difference in service charges. Co-op Homes will also cover utility costs incurred at the permanent home for the duration of any works to reinstate that property.

Where the temporary decant property is smaller than the customer's original property but the rent is higher, Co-op Homes will reimburse the resident for any loss of facilities incurred, usually by arranging a rent reduction. Where the rent is lower the customer will not receive any monetary or other compensation.

Customers will be decanted into a like-for-like number of bedrooms per property if this is available but where they have been decanted into a larger property at their request perhaps as they were already on the transfer list for a larger property, they will be liable for the higher rent if applicable plus the service charges for the duration of the temporary decant.

Where the tenant is decanted to a hotel or B&B Co-op Homes will pay the establishment's charges but the tenant will still be liable for the rent at the original home.

Where the decanting occurs as a result of an unexpected event against which there is an insurance policy in place the costs of the decanting process and the remedial works will be negotiated with our insurers by the Finance team.

## **4. Costs**

Co-op Homes will pay fair and reasonable disturbance costs, i.e. any reasonable expenses caused by a decant and will seek to settle these as promptly as possible to cause as least distress to customers at a difficult time. Details are set out below:

### **Home-loss payment (permanent decant only)**

If a property is going to be demolished or re-developed and the tenant is being permanently decanted or displaced they may be legally entitled to the statutory home-loss payment (at 1 October 2019 = £6,400) as long as they have been resident for at least 12 months. A home loss payment is

designed to compensate people for the distress and inconvenience of having to move home at a time not of their choosing. Current values can be checked on the latest Statutory Instrument [here](#)

Home-loss payments are a legal requirement under the 1973 Land Compensation Act but only if a tenant is required to move permanently from their home. The conditions for payment are:

- Tenants must have occupied the property for a minimum of one year.
- The home-loss payment will usually be off-set against any rent arrears. Co-op Homes may make an exception where the home-loss payment is needed by the resident to help them cover any immediate moving costs.
- Where there are joint tenants only one home-loss payment may be claimed.
- If the permanent decant is as a result of a customer choosing to stay in a temporary decant property (not hotel or B&B) they will not be entitled to a home-loss payment.
- If a customer ends their tenancy before the permanent decant is arranged they will not be entitled to a home-loss payment.
- If a tenant who is entitled to a home loss payment dies before being decanted and without having claimed it, and there is an adult resident who has lived in the original home for not less than one year **and** is entitled to claim statutory succession, then they shall be entitled to claim the home loss payment.
- If the tenant is a statutory successor, the home-loss payment entitlement period begins from the start date of the original tenancy, rather than the succession date.
- If residents are evicted prior to being decanted, they will not receive a home-loss payment.

### **Disturbance payments**

**Permanent Decants:** These are intended to compensate customers for the actual expenses associated with their moving. The payments will be made only after production of receipts. In addition, reasonable payments will be made for flooring and window coverings for the whole property on production of receipts.

In cases of hardship consideration will be given for payments to be made direct to a company i.e. for removal expenses. In such cases two written estimates will be required. The chosen company will be paid directly following receipt of an invoice.

**Temporary Decants:** As a compassionate landlord, CHS understands that the circumstances requiring our customers to move at short notice, through fire, flood or some building emergency cannot always be planned for and will be a very stressful time. CHS will therefore pay at its discretion a disturbance payment:

The basis of the Disturbance Allowance is to ensure the resident(s) is not financially out of pocket due to the move.

Co-op Homes will cover the costs of

- removals and/or storage of belongings
- altering soft furnishings, i.e. refitting carpets, altering curtains and blinds and refixing curtain rails
- providing new curtains and carpets where those from the old home cannot be adapted to fit or have been damaged because of repair works
- 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
- 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
  - a nominal sum of up to £100 per week to buy food or takeaways

## 5. Gaining Possession

### **Assured Tenancies:**

Tenants should be formally served with a Section 8 Notice Of Seeking Possession (NOSP), Housing Act 1988 -Schedule 2, Grounds 6 or 9, giving 2 months' notice to residents to confirm their status as decantees.

The Notice must contain the following information:

- The name and address of the tenant
- The name and address of the landlord
- The address of the property which is sought for possession
- The date the notice is served
- The date the possession is required
- The statutory grounds being relied on
- The section of the Housing Act being relied on.

The notice must state the ground(s) on which the landlord is relying, quoting exactly the wording from Schedule 2 to the Housing Act 1988. An explanation of why each ground is being relied upon is also required.

### **Assured Shorthold Tenancies**

Tenants should be formally served with a Section 21 Notice giving a minimum of two months' notice in writing. The notice must be served before possession action can be started. In the case of joint tenants the notice can be served on either one. Possession under this section cannot be sought during the initial six months of the original tenancy.

### **All Tenancies**

- The NOSP and/or S21 Notice should be served by first class post or by hand.
- A certificate of service should always be completed. This indicates how the Notice was served and is essential evidence in possession proceedings.
- Notify the tenant of the referral in writing and make an appointment to see them to discuss the proceedings. If the appointment is not kept every effort is to be made to contact the tenant. This includes a home visit out of hours if necessary, by letter and telephone call.
- Following the expiry of the notice period, an application for a possession hearing should be

made within 5 working days.

- The paperwork required for the court hearing will be:
  1. Copy of Tenancy Agreement
  2. Copy of Notice and evidence that it was properly served
  3. General relevant correspondence.
- When the Court date is received, notify the tenant in writing within 3 working days. The tenant will also have received notification direct from the Court.

## **6. Approximate Timescales**

Where possible and where circumstances allow, residents facing permanent decanting will be given 12 months' notice.

Six months before receiving confirmation of the commencement of major works serve Grounds 6 or 9 Notice, giving two months' notice to vacate the property. A hearing should be arranged within within 6-8 weeks.

At Court request a possession order (usually 28 days notice given).

If the customer remains after the 28 day possession order has expired, apply for Bailiff Warrant.

Attend the eviction with Bailiff and if required have the police in attendance.

## **7. Equality Impact Assessment**

Co-op Homes recognises the needs of a diverse population and always acts within the scope of its own Equality and Diversity Policy, the Equality Act 2010. Co-op Homes will always take in to account vulnerability when managing a decant. We will work closely with our partner to ensure we have a clear understanding of our communities. This enables us to ensure the right resident is offered the right decant property at the right time within our limited property portfolio.

## **8. Appeals & Complaints**

An appeal against any aspect of this policy or procedure will be dealt with as if it were a complaint and will be dealt with in accordance with Co-op Homes' Complaints Policy & Procedure.