Tendring
District Council

# HOUSING DECANT POLICY

January 2025

## Introduction

Tendring District Council, as a landlord, is obliged under the terms of its tenancy agreements to keep the structure and outside of its tenanted properties, including communal areas, in good repair.

Improvement works and major repairs will normally be carried out whilst the tenant remains in their home. However, there will be certain situations, such as those when the health and safety of the tenant would be at risk or the works are extensive, when works cannot be carried out with the tenant in the property.

Where this is the case, the Council will arrange to move the tenant and their household. This will either be done on a temporary or permanent basis, depending on the nature of the works.

## Purpose of policy

The purpose of this policy is to explain the approach that Tendring District Council will take when moving tenants from their property to enable work to be carried out and where it is not safe or possible for the tenant (s) and their household to remain. This process is referred to as decanting and this will be done on either be on a temporary or permanent basis.

Rehousing owner-occupiers will only be considered in very limited and exceptional circumstances where the Council acquires the property using compulsory purchase powers, for example the Acquisition of Land Act 1981 and the Land Compensation Act 1973.

## Aims of policy

The aims of this policy are:

- To ensure decants operate in a fair, equitable and reasonable manner.
- To deliver simple but effective consultation and feedback with tenants that need to be decanted at the earliest opportunity and throughout the process.
- To enable decants to be carried out with the minimal disturbance to tenants.
- To outline the support, both financial and practical, provided to tenants who are required to decant.
- To minimise rent loss to the Council and to ensure that the best use is made of the Council's resources.

## Scope of policy

In line with the legislation and existing best practice, assistance and rehousing, where appropriate, will be offered to tenants, their family members, partners, spouses and children.

The Council will not rehouse unauthorised occupants, sub-tenants, lodgers, licensees and other non-secure occupants.

Owner-occupiers and leaseholders may be given assistance to find alternative accommodation in exceptional circumstances and the options available to them will depend on their individual circumstances and the equity available to them.

## Legal context

The key legislation that relates to decants is as follows:

- Housing Act 1985

If a decant is necessary, the Council has a legal obligation under Section 105 of the Housing Act 1985 to consult with tenants when they are substantially affected. Consultation must be at a time when proposals are still at an early stage and the Council will consult with all affected persons.

The Council retains the legal right under Ground 10 or 10a of Schedule 2 of the Housing Act 1985 to commence possession proceedings as a last resort to obtain possession of a property in order to carry out major works or refurbishments. This action will only be taken once all other alternatives have been explored and reasonable offers of rehousing rejected. Possession would only be granted by a Court with the provision of suitable alternative accommodation.

- Housing Act 1988

Schedule 2, Part III of the Housing Act 1988 provides a definition of suitable alternative accommodation. This should provide the tenant with equivalent security of tenure and be similar in regards to rent, size and situation.

- Land Compensation Act 1973

Section 30 of the Land Compensation Act 1973 sets out the provisions for the statutory Home Loss Payments to be made to compensate tenants for having to permanently move out of their home, subject to certain eligibility criteria. This mandatory lump sum payment is reviewed annually and confirmed in the Home Loss Payments (Prescribed Amounts) England Regulations.

The Land Compensation Act 1973 Act also sets out guidance relating to the payment of Disturbance Allowances aimed at compensating tenants for the actual cost of moving from their home.

- Town and Country Planning Act 1990

If the Council decides to pursue compulsory purchase owner occupied property, then it will comply with current legislation covering the use of Compulsory Purchase Orders under the Town and Country Planning Act 1990 or the Housing Act 1985 (as amended by the Planning and Compulsory Purchase Act 2004).

- Social Housing Regulation Act 2023

The Regulator of Social Housing's Tenancy Standard requires registered providers to grant tenants who have been moved into alternative accommodation during any redevelopment or other works a tenancy with no less security of tenure on their return to settled accommodation.

**Types of decant**

Decants will generally fall into one of the following categories:

- Unplanned – emergency temporary
- Unplanned – temporary (non emergency)
- Unplanned – permanent
- Planned – temporary
- Planned - permanent

A temporary decant is when a resident is moved out to enable work or redevelopment of the property to be carried out with the intention of returning them to it at the earliest opportunity.

A permanent decant is when a resident is moved out of their home and there is no intention to return them to it.

- **Unplanned Emergency Temporary Decants**

Where an unplanned event occurs that results in a tenant having to be moved out of the property straight away, for example a fire, flood, storm damage or major leak, temporary accommodation will be arranged until the situation can be fully assessed and/or fully resolved.

The following options may be considered and will depend on the availability and suitability of accommodation and the relative costs.

- Staying with family or friends
- Use of guest rooms in our sheltered housing schemes
- Use of bed and breakfast or hotel accommodation
- Use of our own housing stock (depending on availability)
- Temporary accommodation made available for this purpose by a private sector landlord

Staying with family and friends is the preferred option, and a daily allowance will be paid per household to the tenant to compensate their relative or friend for the inconvenience and additional costs. If the family or friends are not in the local area, we will also consider paying reasonable travel costs for the tenant to stay with them. The sum is payable per night and is intended to cover both food, drink and the accommodation, whilst alternative accommodation is secured.

Usually the use of friends and family to provide temporary accommodation will not be for a period of more than 4 weeks.

If the emergency situation occurs out of office hours, and the tenant cannot go to family or friends, we will arrange emergency temporary accommodation until a full assessment can be made on the next working day. Temporary accommodation will normally be arranged through the Council's Housing Solutions and Allocations team.

Whilst the Council will seek to provide temporary accommodation as near as possible to a tenant's home, this may not always be feasible and sometimes accommodation may be located outside the local area.

All council tenants are advised to take out their own home contents insurance. In the event that there is a fire, flood or storm damage, the tenant would be expected to check their own insurance policy to see if this would support a temporary move to alternative accommodation, if required.

If the tenant does not have their own insurance, they may be rehoused in temporary accommodation by the Council, as is deemed to be appropriate. Once the extent of the damage has been assessed, a decant plan can be devised taking account of relevant circumstances and this will set out all appropriate arrangements.

Where it is identified that the damage has been caused by the actions or inactions of the tenant and these result in the need for a decant, the tenant(s) may be recharged for any costs associated with the refurbishment, in line with the Council's Rechargeable Works Policy for Council Tenants and Leaseholders.

- **Unplanned Temporary Decants (non emergency)**

Where unplanned repair work is required that cannot be carried out with the resident in situ, but does not require the resident to leave immediately, temporary alternative accommodation will be arranged when the work is to be done. In determining the type of accommodation to be used, consideration will be given to the likely time to complete the repair, the availability of suitable accommodation and the relative costs of each option.

Options that will be considered for temporary accommodation will include:

- Staying with family or friends
- Use of guest rooms in our sheltered housing schemes
- Use of bed and breakfast or hotel accommodation
- Use of our own housing stock (depending on availability)

- Temporary accommodation made available for this purpose by a private sector landlord

Unless agreed otherwise, the move will only last as long as it takes to complete the repair works.

- **Unplanned Permanent Decants**

A permanent decant may be required where the damage is so extensive that permanent rehousing is necessary e.g. a major fire.

A permanent decant will also be considered where the work is expected to take a long time i.e. more than 6 months and the tenant would prefer to move permanently.

- **Planned Temporary Decants**

A planned temporary decant may be required where works such as damp proofing, structural works or asbestos removal are to be carried out and would leave the resident without basic facilities for a period of time or because of a health and safety requirement, but the resident will be able to return on completion of the works.

Options that will be considered for temporary accommodation will include:

- Use of bed and breakfast or hotel accommodation
- Use of mobile accommodation
- Use of our own housing stock (depending on availability)
- Temporary accommodation made available for this purpose by a private sector landlord

The type of accommodation provided will depend on the anticipated duration of the repair works.

Unless agreed otherwise, the move will only last as long as it takes to complete the repair or improvement works

- **Planned Permanent Decants**

A permanent decant may be necessary where it is planned to dispose of, demolish and/or redevelop the property; or to remodel the whole block or estate resulting in a different number or properties and/or property sizes; or to alter the property to the extent that it is no longer suitable for the existing tenants needs. In these circumstances, the Council will work closely with affected tenants and residents at all stages to support them through the process and help find suitable alternative accommodation.

For these decants, the following principles apply:

- Tenant who have to move for one of these reasons will be given urgent priority in order to facilitate a move as soon as possible.

- Where a new development is planned, the rights of tenants in relation to the allocation of these new properties will be subject to the specific approvals relating to the development.

- Where the Council has already started possession proceedings against a tenant, prior to the decant, legal action to end the tenancy will be considered.

Existing tenants will be offered a new tenancy on a like for like basis and the Council will match tenants to voids that become available and will make at least two offers of suitable alternative accommodation.

The Council will provide a package of support tailored to meet each households needs.

All tenants that are moved on a temporary basis to alternative accommodation within the Council's housing stock will be granted the same security of tenure of the decant accommodation as for the property they are vacating. However, they will normally be expected to return to their original accommodation once this is ready for re occupation.

If the tenant wishes to remain permanently in the decant accommodation the Council may, at its discretion approve such a request, where for example the permanent move would address the housing need and there are no outstanding rent arrears or other breaches of tenancy.

In this situation, any offer of any alternative accommodation would be made on a like for like basis, unless the tenant has an existing housing need and is on the Council's Housing Register for rehousing.

**Establishing that a decant is necessary**

In respect of all planned decants, the Council's Building Surveyor will complete a Decant Authorisation Form giving details of the works of the works that are required, the reasons why a decant is considered necessary, together with the anticipated timescale for completing the works.

When considering whether a decant is necessary for major planned works, at least one of the following will be applicable:

- One or more of the following cannot be restored at the end of the normal working day – water supply, toilet facilities, electricity
- Works involve use of hazardous substances or those controlled by Control of Substances Hazardous to Health (two or more rooms affected)
- Works will involve tenants losing significant proportion of habitable living space and works cannot be sequenced to avoid this
- Work needed means that the property is likely to be insecure during all or part of the works
- Work needed is likely to pose a health and safety risk to the tenants or members of their family
- Tenants or members of their household have medical needs or conditions which suggest that the works could have a detrimental impact on their wellbeing. This should be supported by medical evidence.

Any request for a decant will need to be authorised by the Development and Building Manager before the request is passed to the Senior Housing Manager for progressing.

**The Council's responsibilities**

If a decant is necessary, the Council has a legal obligation under Section 105 of the Housing Act 1985 to consult with tenants when they are substantially affected. For planned decants, consultation must be at a time when proposals are still at an early stage and the Council will consult with all affected persons

The Council acknowledges that moving home is a stressful experience, especially where the resident may feel their options are limited. This Decant Policy ensures that decants are carried out appropriately and efficiently with the minimum stress and difficulty.

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Under this policy, all consultation, feedback and communication is referred to as tenant liaison and this will covers all aspects of working with affected persons during the process including engaging

with other linked services such as Tenancy Management, Rent Management, Building Services, Revenues and Benefits and Housing Solutions and Allocations.

Every tenant identified as requiring to decant will be visited by a member of the Tenant Engagement team at the start of the process to discuss:

- What the proposed project is and why it is being undertaken.
- When the work will be done.
- The decant policy and process.
- What choices there are and how these can be made.
- What we will do to help tenants prepare for any work and support whilst this work is being carried out.
- Whether there are any requirements for aids and adaptations to support the move.
- Any specific support that the tenant requires for the move.
- Named contact officer for the duration of the programme.
- Assessment of any support need

A property inspection will also be carried out at this time.

All communication and consultation will be carried out by the Tenant Engagement team who will be the main point of contact for residents

The tenant will be given a copy of the technical officer's report and it will be agreed how often the dedicated Officer will be in contact with the tenant or their representative. The tenant will also be asked if they feel their re-housing should be on a permanent or temporary basis although it is recognised that this might be too early a stage for this decision to be made.

However, in some circumstances it may not be possible to agree to permanent rehousing if it is likely to take a considerable length of time to find a like for like property. If this contributes to the deterioration of the property or there is a health and safety risk, the Council would have to pursue temporary rehousing with the tenant to ensure the move takes place more quickly

**Service adjustments**

Using the Council's records and the information obtained during the initial interview with the tenants, the Council will make any amends to ensure that the appropriate level of communication is followed. For example, older tenants may prefer for the Council to deal directly with a family member on this matter and these communication preferences will be respected

The Council also recognises that certain groups of tenants are likely to need extra support and reassurance including older tenants, lone parents, non- English speaking households and tenants with mental health issues or physical disabilities

The extent of the tenant's vulnerability or other exceptional circumstances will be taken into account when the decant is being planned with the aim to be entirely flexible in managing this process and ensuring all of the tenant's needs are met.

**The tenant's role**

Where a tenant is being decanted, they will be expected to pack up their own belongings unless they are vulnerable or have special needs, in which case a packing service will be arranged. Tenants must ensure that they have taken steps to ensure that their fridges and freezers are cleaned, having been emptied and defrosted, if necessary, before the removal company is due to arrive.

If the tenant is being transferred to alternative accommodation, they will be responsible for clearing their belongings from the property and for giving vacant possession of that property, unless

otherwise agreed. Any items left behind will be cleared and there will not be any opportunity to reclaim them, or to claim compensation to the value of them.

The tenant is required to provide access to contractors, as necessary before any move takes place. They must also take responsibility for their own fixtures and fittings or DIY improvements, unless the property is to be demolished, in which case they must sign a disclaimer stating that they do not require any compensation for the loss of these items. There will be a pre-void visit where such items will be identified and the tenant informed about the work that is required before they move out. Failure to undertake such work could result in the tenant being recharged, in accordance with the appropriate policy.

The tenant is expected to make other members of their household aware of the decant arrangements and to move on the agreed date. In addition, they must make appropriate arrangements for any pets and ensure that they are not abandoned in the property after they have moved out.

If the household has home contents or other insurance, the tenant is advised to notify their insurance company/ies about the change of address.

To support the move, an Officer will visit to help resolve any minor issues which may arise. Contact will also be maintained, at agreed intervals, whilst the tenant lives in the decant property.

**Suitable Alternative Accommodation**

Suitable alternative accommodation refers to accommodation which provides the tenant with equivalent security of tenure and is similar in regards to rent, size, situation etc. as required under Schedule 2, Part III of the Housing Act 1988 and meets the tenants' needs.

Where the tenant is currently under occupying, they will normally be offered a smaller property that meets their current needs. However, cases may be considered where there are exceptional circumstances which may warrant the offer of a larger property. Similarly, where a tenant is overcrowded in their current property and has an assessed need on the Council's Housing Register, a larger property than they currently occupy may be offered.

The accommodation offered must be available as a separate dwelling and provide the same security of tenure as they have previously enjoyed.

Wherever possible, the Council will offer like for like accommodation and will try not to move a tenant from a house to a flat or from a flat to house, but this depends on the availability of properties in the local area and whether it would unreasonably delay the planned works. A flat may be on a different floor from the tenants existing property. However, it will meet any mobility and access needs of the tenant and their household.

The Council will also have regard to the tenants stated preferences in terms of location and proximity to relatives or schools, but alternative accommodation will be deemed as suitable if it is of the appropriate size and the Council considers it a reasonable travel distance to the tenant and partners place of work.

Where the tenant has adult children permanently living with them who have expressed a wish to live independently and we are unable to find a large enough property, separate alternative accommodation may be offered to the adult child or children by agreement and subject to availability.

**Refusal of offers of accommodation**

In the event that a tenant does not wish to move but the level of work means that decanting is necessary, the Senior Housing Manager, in consultation with the Development and Building Manager, has discretion to:

- Use a mobile home within the curtilage of their home if this is available, feasible and cost effective.

- Reduce the scope of the project to allow essential work to take place, whilst the tenant continues to live in their home.

If the tenant still refuses to move after the above options have been considered, the Development and Building Manager has the discretion to remove a property from a project. This can only happen if the work is not urgently required and it does not adversely impact upon other parts of the project.

Tenants have the right to refuse offers of accommodation. However, after two reasonable offers of accommodation have been made, the Council will make a final offer and this will be the first available property that meets the household's bedroom needs and is as close to their areas of preference as possible.

Where a tenant refuses to move or has refused the offers of other suitable alternative accommodation and other options are not feasible, the Council has the legal right to gain possession of the property for decanting purposes.

For Secure Tenancies, the two grounds for possession relevant to major works are Grounds 10 and 10A of Schedule 2 of the Housing Act 1985 (as amended) which state as follows:

*Ground 10:*

*"The Landlord intends, within a reasonable time of obtaining possession of the dwelling house:*
*a) to demolish or reconstruct the building or part of the building comprising the dwelling-house, or*
*b) to carry out work on that building or on land let together with, and thus treated as part of, the dwelling-house, and cannot reasonably do so without obtaining possession of the dwelling-house."*

*Ground 10A*

*"The dwelling-house is in an area which is the subject of a redevelopment scheme approved by the Secretary of State or the Housing Corporation in accordance with Part V of this schedule and the landlord intends within a reasonable time of obtaining possession to dispose of the dwellinghouse in accordance with the scheme"*

*or*

*"Part of the dwelling-house is in such an area and the landlord intends within a reasonable time of obtaining possession to dispose of that part in accordance with the scheme and for that purpose reasonably requires possession of that dwelling-house."*

Where these grounds are used to obtain possession of the property for decant purposes, the court will not make an order unless it is satisfied that **suitable alternative accommodation** has been offered or is available.

Secure tenants that are decanted into other accommodation on a temporary basis will assume and sign a secure tenancy for their temporary home. A secure tenancy will be used because the

decanting resident's principal home will be the temporary home occupied while the works are carried out. The tenant will also sign a separate undertaking stating that they will return to their original home once works are completed and they understand if they do not do so that the Council may take legal action to repossess the temporary accommodation.

**Financial support for tenants**

**Disturbance costs**

Tenants who are required to move permanently due to demolition, redevelopment or improvement works have a statutory entitlement to disturbance payment if they occupied the property at the time of acquisition by the Council. The purpose of the payments is to reimburse tenants for all reasonable costs they have actually incurred as a result of having to move. There is no minimum length of occupation required but the tenant must be in lawful occupation of the property on or before the date of displacement.

In respect of other decants, the Council will normally meet all reasonable costs that are incurred as a direct consequence of any decant. This will be in the form of direct payments to the suppliers or providers of services, wherever possible, to ensure that tenants are not out of pocket as a consequence of the decant. Where the tenant makes the initial payment and claims reimbursement from the Council, receipts or reasonable evidence must be provided for all costs before payment is made. In some cases, we may agree a lump sum disturbance payment with affected tenants to meet the costs of moving and to avoid the need to submit receipts for each item.

Examples of costs that will be covered where a tenant is decanted from their property on a permanent or temporary basis include:

Removal and storage costs: The Council will normally arrange the removal or storage with a company directly and will, where required, arrange for boxes to be provided to help with packing. Where the tenant wishes to make these arrangements themselves and a request is made to reimburse costs, the Council will require two quotes to be obtained.

Deposits: The Council will provide any necessary deposit if required for any temporary accommodation we have agreed to until permanent accommodation is available. However, the occupier will incur the cost if the deposit is not returned in full due to a fault of the occupier. This will be deducted from any other compensation payments due to the tenant.

Disconnection and reconnection of washing machines and other plumbing: Where applicable , the Council will arrange for the disconnection and reconnection cost of a washing machine and other plumbing.

Telephone, Satellite/Cable TV and internet connections: The Council will reimburse any costs for reconnections at the decant property.

Disconnection and reconnection of cooker: Where required, the Council will arrange for this to be undertaken by one of its contractors or will cover the cost of disconnection and reconnection work carried out by a registered Gas Safe fitter.

Where the decant is from a property with a gas supply to a property with an electric-only supply or vice versa, the Council will provide a new cooker up to an agreed maximum value.

Redirection of mail: If the tenant arranges re-direction of mail, the Council will reimburse the cost for all household members for up to 6 months.

Replacement of security locks and alarms: The Council will remove and refit security locks and alarms or reimburse any costs incurred if the tenant has to employ a contractor. Installations must be by an approved locksmith and compliant with current building regulations.

Rehoming for pets: In the event of a tenant being unable to take a pet to their new home due to restrictions placed on the property, reasonable rehoming costs will be reimbursed. Only households that have requested permission to keep a pet in accordance with the Council's tenancy agreement and are keeping the pet in line with the tenant obligations will be eligible.

Adaptations within the home: The Council will cover the cost of the removal and refitting of adaptations approved by an Occupational Therapist (OT) and undertaken by an approved contractor.

Carpets and floor coverings: Where possible, households are expected to reuse the floor covering in their homes. The Council will arrange for the uplift and refitting of carpets, underlay and/or laminate flooring. If this is not possible or partially not possible, the Council will arrange for a replacement floor covering to be fitted in the decant property.

Curtains and window covering: Households are expected to re-use their current window covering and make any alterations to the length and width. The Council will arrange for curtain rails to be removed, altered and refitted. Where this is not possible, reasonable costs of replacement window coverings, up to an agreed maximum value per window, will be reimbursed

Light fittings: Existing light fittings will be transferred and refitted. Where additional fittings are required in the new home, the Council will only cover the cost of basic lampshades.

Compensation for Improvements: Any improvements the tenant has made to the property, such as a new bathroom, will be compensated for if the tenant had received our prior written permission and the improvement will not be able to remain in situ for a temporary decant. This will be in line with the Right to Compensation for Tenants Improvements scheme and criteria.

Decorating costs: Where there is evidence of disrepair, for example damp or covering uneven surfaces, the Council will redecorate the affected area. If this is not possible, the Council will cover reasonable costs for the work to be undertaken.

Loss of wages: The Council will reimburse the tenant for loss of wages or income where time off is unavoidable due to displacement. However, written confirmation will be required from the tenant's employer/and or proof of any loss of wages/income where the tenant is self-employed.

Home contents insurance: The Council will consider meeting any reasonable additional home insurance costs that the tenant is subject to and is associated with a decant.

The above list is not exhaustive and other items will be considered on their individual merits. Payment will not be made where items are covered by a tenant's own home contents insurance.

However, the Council may not make discretionary payments where the need for a 'decant' has arisen due to wilful or negligent actions of the tenant or a member of their household e.g. where they have caused a fire.

**Home Loss Payments**

Where the Council requires a tenant to move permanently due to demolition, improvement (which includes alteration or enlargement) or redevelopment (which includes a change of use), there may be an entitlement to a statutory Home Loss Payment, to compensate them for the personal upset and distress of losing their home. Home Loss Payments are not available for temporary decants, nor decants arising as a result of an intended sale of the property.

Section 30 of the Land Compensation Act 1973 sets out the provisions for the statutory Home Loss Payments to be made to compensate tenants for having to permanently move out of their home, subject to certain eligibility criteria. This mandatory lump sum payment is reviewed annually and confirmed in the Home Loss Payments (Prescribed Amounts) England Regulations.

To qualify for the Home Loss Payment the recipient must:

- be the tenant (but see below regarding spouses and civil partners);
- have occupied the property as their sole or main home for a minimum of 12 months at the date of displacement (irrespective of whether they were the tenant throughout e.g. where they are a successor); and
- be moving as a result of the proposed works.

A spouse or civil partner of a tenant may claim Home Loss Payment if it can be shown that there is a matrimonial home right. The spouse/civil partner who remains in occupation is treated as occupying by virtue of his or her spouse's interest under the tenancy. A spouse who has moved out of the property will not be able to claim as he or she will not be able to satisfy the occupation condition.

Tenants who have not occupied their property for 12 months will not be eligible for a Home Loss Payment.

Tenants who have been given formal notice of the need to be permanently decanted and take their own steps to find new accommodation, rather than waiting for the formal decant offer, will remain eligible for a Home Loss Payment. This includes those who transfer or move into the market rented, shared ownership or private sale sectors.

More than one person cannot be entitled to a Home Loss Payment. In these circumstances the payment is shared equally between those entitled, meaning that there will only be one Home Loss Payment per household.

If a household has to move to temporary accommodation before moving into new permanent accommodation, the household will still receive one Home Loss Payment unless all the conditions for the payment are again met.

Where a tenant is decanted temporarily but requests to remain permanently in the decant property, they are not entitled to the statutory Home Loss Payment, although disturbance costs will have been met as part of the decant process.

If tenants are evicted prior to being decanted, they will not receive a Home Loss Payment.

**Rent and Rent Arrears**

While the tenant is decanted, they will pay the rent due for the decant property with no rent due on their principal home. The rent on their main home will be suspended. If the tenant receives benefits, this will be paid at the decant address.

Where the rent of the decant property is higher than the rent would be for their principal home, the Council will meet the difference so that the tenant is not financially disadvantaged by the move.

If a temporary decant occurs at the time of an annual rent review, the rent on the permanent property will still be reviewed and changed and the relevant rent change notices served.

Unless the decant is needed for health and safety reasons or a prolonged delay might result in a deterioration to the condition of the property, the tenant will be expected to clear any rent arrears on their rent account prior to being decanted.

If the decant cannot be delayed for health and safety reasons, an arrangement will be made for the tenant to repay the arrears as part of the decant process. If there is already a repayment arrangement in place, this will continue.

For permanent decants, the tenant will continue to pay rent until their tenancy ends at their permanent home.

If the tenant has arrears of rent or service charges, or other debt owed to the Council, these will be deducted from any Home Loss Payments due, with the repayment of any remaining arrears being subject to a former tenant arrears agreement.

**Council Tax**

If the Council Tax is of a higher banding at the temporary accommodation and the tenant is not in receipt of benefit, the Council will pay the difference at the end of the decant period.

**Practical support**

As well as financial support, practical assistance will also be offered to tenants required to decant and this will include the following:

- General advice regarding the Council's services, including housing allocations and benefits
- General advice and assistance on how to move home;
- Assistance to view the property offered to them;
- Clearance of unwanted items;
- Additional support for vulnerable residents.

The above list is not exhaustive and during each decant there will be the flexibility to decide what practical support is offered to affected residents.

Not all circumstances can easily be covered in this policy and discretion will be applied in making any further offers of accommodation or assistance where exceptional circumstances warrant it.

**Leaseholders**

In the unlikely circumstances that any planned works will require leaseholders to be decanted, full consultation will be undertaken at as early a stage as possible. The Council will seek legal advice if we are prevented from fulfilling our repair and maintenance obligations as a result of a leaseholder refusing to be decanted.

Where we have a statutory duty to, we will compensate leaseholders for the loss of their home; otherwise they will be expected to recover their costs through their own insurance cover.

The conditions for Home Loss Payments and Disturbance Payments are the same as for tenants that is the decant must be permanent due to redevelopment or improvement works and the owner or their sub tenant must have been living in the property at the date of displacement and for Home Loss Payments only, for the previous 12 months.

Suitable alternative accommodation for leaseholders.

While the Council may not have the same duty to provide alternative accommodation to leaseholders as it may for its tenants in respect to temporary decants, we will provide suitable alternative accommodation where:

- there is an obligation under the terms of the lease;

- the decant is required as a result of the Council's action's, failure to act or negligence;

- it may help facilitate the progress of essential works.

There may be circumstances where a leaseholder has rented out their property and therefore has a contractual arrangement with their tenant. In such cases, when decanting the tenant of the leaseholder, the leaseholder (being the Landlord) will need to make arrangements about rent, compensation or alternative accommodation.

Any leaseholder being moved to alternative accommodation within the Council's own housing stock will be required to return to their principal home as soon as the works have been completed and it is available for occupation.

**Security of tenure**

The tenant will be granted a tenancy for the temporary accommodation that is of an equivalent level of security, that is if they have a secure tenancy, they will continue to be a secure tenant whilst they are in occupation of temporary accommodation.

**Tenants remaining in their home whilst work is carried out**

Tenants who wish and are able to remain in their home when major refurbishment work is taking place (such as the dismantling and replacement of external walls, external or internal cladding of their walls) and are not at risk as deemed by a qualified Health and Safety specialist) may be eligible for a disturbance payment equivalent to a full week's rent per week of the work.

Tenants will be expected to continue to pay their rent during the refurbishment work and will receive a lump sum payment upon completion. Arrears, court costs, rechargeable repairs, Council Tax arrears and Housing Benefit Overpayments will usually be deducted from this payment.

**Returning once works are completed**

When the Council makes the original home available on completion of the work, if the resident at that time wish to remain in the alternative accommodation and this of a suitable size this may be agreed. In other circumstances, the Council will take legal action to enforce a return to the original accommodation. This action will be taken under Ground 8 of Schedule 2 of the 1985 Housing Act which states that:

*"The Dwelling-house was made available for occupation by the tenant (or a predecessor in title of his) while works were carried out on the dwelling-house which he occupied as his only or principle home and –*

*a) The tenant (or predecessor) was a secure tenant of the other dwelling-house at the time when he ceased to occupy it as his home,*

*b) The tenant (or predecessor) accepted the tenancy of the dwelling-house of which possession is sought on the understanding that he would give up occupation when, on completion of the work, the other dwelling-house was again available for occupation by him under a secure tenancy: and*

*c) The works have been completed and the other dwelling-house is so available.*

**Customer satisfaction**

The Council will measure the satisfaction of tenants that have been decanted to identify any improvements that can be made to the way the process is managed.

**Complaints**

The Council's Housing Complaints Policy is available to any tenant or prospective tenant who is dissatisfied with any aspect of the housing services we provide.

Further information can be obtained from the Council's Housing Complaints Policy.

**Equality and Diversity**

The legal framework for the Council's approach is provided by the Equality Act 2010 and specifically by the Public Sector Equality Duty, under which a public authority must work consciously to eliminates discrimination, harassment, victimization and to advance equality of opportunity and foster good relations between people with differing characteristics. Whatever measure is used will be proportionate and reasonable for tackling the abuse and will never be used as a result of a protected characteristic.

This policy aims to show that all tenants' and owners' differing needs and preferences are taken into account. Central to this is the personal visit to carry out a needs assessment at the beginning of the process, which allows the Council to:-

- Identify those who may need more support
- Ensure tenants are kept informed in the way most appropriate to them.
- Make suitable rehousing offers, with full consideration made of adaptations required.

Where it is necessary to decant a resident, we will consider the needs of each individual and household – having particular regard to their protected characteristics – and where required, a Support Plan will be agreed for the decant process. This will include details of any additional assistance that the Council has agreed to provide.

If a disabled or vulnerable tenant is unable to move to temporary decant accommodation because we have been unable to find accommodation that meets their ability or other needs, we will work with them to assist them to vacate the rooms we need to work in while they remain in the property.

Where tenants with high care needs outside of that which the Council can provide and who require supported accommodation have to be decanted, liaison will take place with the commissioning body and the support provider to identify suitable alternative accommodation.

Further information can also be found in our Reasonable Adjustments Policy and Vulnerabilities Policy

**Measuring performance**

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Performance in relation to the implementation of this policy will be monitored through the following performance indicators:

- Number of households decanted

- Customer satisfaction with decants

- Total spend on decants, broken down by disturbance payments and Home Loss Payments.

- Number of complaints received and upheld or partially upheld complaint

**Review of this policy**

The policy will be reviewed every three years in consultation with tenant representatives, staff and other stakeholders including the Portfolio Holder responsible for Housing unless there are any reasons, such as legislative changes, requiring that it be reviewed earlier.