

Decant Policy

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Executive Summary:
<p>Our Decant Policy sets out how we will deal with emergency, temporary and permanent decants due to health and safety or other factors that require us to find alternative accommodation.</p>

Policy Grouping/Directorate(s)	Customer & Communities	
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Notes:		

1 Introduction

- 1.1 Decanting is a process used to describe where Rochdale Boroughwide Housing (RBH) tenants are required to move from their homes under circumstances in an emergency, temporarily or permanently.
- 1.2 We would require the tenant to move out, either temporarily or permanently, for works to be completed. This does not include tenants moving due to transfers, mutual exchanges or choosing to end their tenancy.

2 Context

- 2.1 RBH will support tenants who are to be temporarily or permanently decanted by working with them to identify a suitable decant property. A suitable decant property will be based on the tenant(s) family needs and their current location and RBH will attempt to keep tenants and families in their current area however this may not always be possible. Consideration will be given for the need to maintain access to schools/work etc. All tenants' individual and specific needs will be addressed on a case-by-case basis, for example those requiring adaptations due to a disability.
- 2.2 RBH will provide support with the move by arranging removal of furniture and possessions, disconnection of white goods e.g., cooker, washing machine and other items if necessary. This will also include the costs associated with return move. Tenants who are being permanently decanted may be eligible for a home loss payment under section 30 (1) of the Land Compensation Act 1973.
- 2.3 During the decant process, tenants have the right:
- To be supported by a fair and efficient process to support them through the decant process at every stage.
 - To have their home and belongings treated with respect.
 - To be kept informed by RBH of the details and progress of their decant including ongoing works and timescales.
 - To be remunerated with reasonable costs and expenses up to £750 incurred through the 'disturbances' of a decant.
- 2.4 Tenants have the responsibility:
- To inform RBH of any conditions and needs that would require consideration when planning their decant.
 - To keep full and legitimate records and proofs of purchase for expenses incurred as part of the decant.
 - To inform RBH of any changes in circumstances or needs during the decanted period.
 - To pack and prepare for the move, or to inform RBH if they require support in this.
 - To inform utilities companies (gas, water, electricity, subscription TV, telephone) of their decant.
 - To notify the local authority responsible for any Housing Benefit or Council Tax of the decant.

- To look after their temporary home whilst they reside in it through the decant process.
- To pay rent on the temporary property at the same charge as their substantive home whilst the works are taking place

3 Aims & Objectives

3.1 The aims of the policy are:

- To support tenants through the decant process and to identify the type of decant required. The policy is to be used to ensure everyone understands the obligations placed on RBH when a decant is required.
- RBH will follow a systematic approach to decant management and will provide a supporting procedure for all employees to follow.

3.2 The policy fits with the mutual values of RBH:

Putting People First

We take responsibility for ensuring that this policy has a clear approach to how we support our customers through a decant if required and enable customers to have clear expectation on any decant RBH can offer.

Working As One

The policy has been developed with our customers, colleagues and partners to achieve great outcomes for our customers.

Doing What We Say

We earn trust of the communities and customers we serve by acting on our words and ensuring we are accountable for our promises. This policy provides a clear approach to how we can decant customers and keep them informed on the progress.

Delivering Quality

We continue to have a forward-thinking approach to working within our communities and strive to achieve our customer and partners expectations through service delivery, accountability, professionalism, respect and trust.

Open & Transparent

We embrace the diverse communities which we serve and have developed this policy with a view to its implementation being a fair and balanced way of having the best interests of the communities and customers at its core.

4 Policy Statement

4.1 We will aim to carry out works without having to decant tenants and will determine when relocation is required by carrying out a full assessment of the tenant's household considering their needs whilst considering the extent of the major works and repairs required and the approximate time this is likely to take.

Length	Classification	Details	Solution
1- 14 days	Emergency	Immediate risk to Health and Safety If you have to move due to an emergency such as fire or flood, we will support you in making an application to Rochdale Borough Council's Homeless Team for temporary accommodation whilst we complete the work required to your home.	Hotel or B&B, Local Authority property, staying with friends or relatives. All reasonable expenses will be provided by RBH where necessary.
14 days +	Temporary	Responsive repair or planned refurbishment works	B&B or vacant RBH property, staying with friends or relatives. All reasonable expenses will be provided by RBH where necessary.
Permanent	Not returning to original property	Refurbishment, demolition or resale of property.	RBH or other registered providers property

(See Appendix 1 for further details of the classification of decants)

- 4.2 We may consider decanting if the work and/or the time required is extensive.
- 4.3 We will consult with tenants as soon as it is identified that a decant may be necessary and work with them throughout the decant process to ensure the disruption to their lives is kept to a minimum.
- 4.4 RBH will assess the works required to the property and work with the tenant and neighbourhoods and repairs teams to establish a suitable alternative home for the duration of the works.
- 4.5 We will make disturbance and home loss payments where applicable.
- 4.6 We will keep tenants informed throughout the whole process including timescales where works are likely to be completed in their principal home.
- 4.7 The people living at the tenant's principal home at the time of the decant will be the only people eligible to be rehoused, and in some cases RBH may ask for evidence of residency. Visitors at the property will not be rehoused.
- 4.8 Despite pets being considered part of a household by some tenants, RBH cannot be responsible for finding alternative accommodation for household pets in the case of a decant. All Tenants' individual and specific needs will be addressed on a case-by-case basis (2.1). Exceptions will be made for assistance animals as without the auxiliary aid of an assistance animal the tenant will be put at a substantial disadvantage.

- 4.9 If the tenant is deemed responsible for the damage to the property e.g. candle catching fire, children turning a hob on, cooking, chip pan fires etc RBH will recharge the tenant once the claim is completed and the tenant has returned to their principle home. The amount the tenant would be recharged is covered through RBH's insurance excess up to full 100% depending on the cause of the damage.
- 4.10 For tenants who do not have contents insurance, RBH will recharge the tenant for removing their debris. Further information on our home and contents insurance can be found at www.rbh.org.uk.
- 4.11 Any cleaning costs incurred, or any damage caused by a tenant to a private rental property where a tenant has been rehoused will be recharged to the tenant.
- 4.12 Moving can be a stressful time and a tenant(s) may prefer to remain in a decanted property on a permanent basis rather than move back once repair work has been completed. This would be subject to approval from the Neighbourhood Housing Manager for that area.
- 4.13 In accordance with Section 29 of the Land Compensation Act 1973, all tenants (that meet the criteria as detailed above) who are to be permanently decanted and are not able to move back into the property, e.g., due to demolition, are entitled to a 'Home Loss' payment or a 'Disturbance Allowance' from RBH.
- 4.14 All such payments can be offset, wholly or partly, against any outstanding debts owed by the tenant to RBH and will be assessed on a case-by-case basis.
- 4.15 Home Loss payments will be provided where applicable to tenant(s) who have lived in the property for 12 months or more and are required to leave the property permanently due to compulsory purchase orders or redevelopment by a housing organisation. Home Loss payments will not be made if tenants have agreed to move voluntarily due to repair works. To be clear any payment is one payment to all tenants and not separate payments to joint tenants.
- 4.16 Disturbance Allowances can be provided to tenants who have not lived in the property for 12 months but are tenants at the time of the decision to decant. The amount of the disturbance allowance can vary and will be considered on a case-by-case basis for reasonable costs and expenses up to £750 incurred through the 'disturbances' of a decant.
- 4.17 If a customer refuses a decant which is deemed reasonable then RBH may consider legal action if there is a significant risk to the health and wellbeing of the customer(s) or their family continuing to live at the property.

5 Monitoring

5.1 Monitoring will include:

- Production of reports and updates to enable managers to monitor progress against agreed targets.

- Performance reports to the Senior and Executive Leadership Teams on how many decants have taken place in any period and the level of work required and cost analysis will be made available on request.

5.2 RBH will invite tenants to engage in the monitoring and reviewing of its Decant Policy through the Customer Panel and assess further feedback through tenant consultation, satisfaction surveys and diversity inclusion and belonging.

6 **Review**

6.1 All RBH strategies, policies, service standards and procedures are reviewed on a regular basis to ensure that they are 'fit for purpose' and comply with all relevant legislation and statutory regulations.

6.2 This policy will go through the full policy approval process every 3 years and will undergo a desktop review annually. This is to ensure that it is fit for purpose and complies with all relevant and statutory regulations.

7 **Links with Other RBH Documents**

7.1 This policy links to the following policies and strategies:

- Lettings Policy
- Adaptations Policy
- Asbestos Safety Policy
- Safeguarding Policy
- Compensation Policy
- Demolition and Rehousing Policy
- Responsive Repairs Policy
- Income Policy

8 **Associated Legislation, National Standards and Regulations**

- 8.1
- Housing Act 1985
 - Housing Act 1988
 - Land Compensation Act 1973
 - The Home Loss Payment (England) Regulations
 - Equality Act 2010

Appendix 1

An emergency decant: A tenant(s) will be required to move out of their property due to an unexpected event has caused the property to be uninhabitable such as a fire or flood. In any emergency the priority will be the immediate rehousing of the tenant(s) affected. Once this has been resolved a full assessment will be carried out to establish:

- The likely timescales of the property being uninhabitable and the housing requirements of the tenant.
- Each case will be reviewed on an individual basis to ensure appropriate steps have been taken to address the tenant's needs and that suitable alternative accommodation has been found.

A temporary decant: A tenant(s) may be required to move out of their current property for a period of time to enable major or urgent work to be carried out, with the intention that the tenant returns to the property once the repair work has been completed and at the earliest opportunity. Instances constituting temporary decants include, but are not limited to:

- Major repair works being carried out at the current property that would exacerbate the tenant's medical condition.
- Major repair works to the current property e.g., asbestos removal; gas leaks; treating for dry rot/woodworm;
- Extensive improvement works required at the current property which would leave the property uninhabitable (see above). This does not include programmes of works such as kitchen, bathroom, or heating upgrades unless the tenant's medical condition is likely to be affected.

A permanent decant: A tenant(s) is unable to remain in their current property but there is no intention that the tenant will be returned to their original property. Instances constituting permanent decants include, but are not limited to:

- Demolition of a current property.
- Conversion of a property to the extent that it no longer meets the criteria of its original purpose e.g. three bedroomed flats remodelled into one/two bedroomed flats.

Rent on the tenant's principal home needs to continue to be paid as RBH is still providing accommodation. If the tenant does not pay the rent for their principal home, RBH may take tenancy action on the grounds of non payment of rent.