



PEAKS & PLAINS
Housing Trust

The Trust

DECANT POLICY

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1. INTRODUCTION

- 1.1. The Decant Policy outlines when it may be necessary for Peaks & Plains Housing Trust (the Trust) to facilitate a permanent or temporary move for a tenant(s) from their current property/garage to another property/garage.
- 1.2. A decant property may be will be arranged for several reasons, such as:
 - A building is unsafe or hazardous
 - Work is required to a building that may be harmful to occupants e.g. chemical work or large scale removal of asbestos
 - Gas/ electricity/ or water will not be available for a prolonged period of time
 - Customer health, wellbeing and safety
 - The building is due for re-modelling, demolition or extended repair
 - Other reasons e.g. Extended repair work to be carried out during daytime hours and the resident works nights or a recommendation is received from a doctor or nurse that decanting is necessary during repairsThis list is not exhaustive.

2. SCOPE

- 2.1. This policy sets out what the Trust will do when it is necessary to move tenants from their homes.
- 2.2. If tenants are required to move, we will aim for all tenants to be offered a suitable property for their needs. Where an individual has particular needs and their existing home has been specially adapted, we will ensure that accommodation is provided with similar adaptations. For example, tenants who live in properties larger than their housing needs require may be decanted into a smaller property that is considered suitable for them.
- 2.3. This policy references emergency decants, temporary decants whether they are planned or unplanned and permanent decants.

3. LEGAL & REGULATORY REQUIREMENTS

- 3.1. The application of this Policy ensures compliance with the outcomes of the Regulatory Framework for Social Housing in England, responsibility of the Regulator for Social Housing.
- 3.2. Specifically, to the required outcomes of the tenancy standard:
 - 1.3.1: Registered providers shall offer tenancies or terms of occupation which are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community, and the efficient use of their housing stock
 - 1.3.2: Registered Providers shall meet all applicable statutory and legal requirements in relation to the form and use of tenancy agreements or terms of occupation.

3.3. The Tenancy Standard goes into further detail with specific required outcomes:

2.1.2 Registered providers must seek to allocate homes that are designated, designed, or adapted to meet specific needs in a way that is compatible with the purpose of the housing.

2.3.1: Registered providers shall publish clear and accessible policies which outline their approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions, and tackling tenancy fraud, and set out:

(a) The type of tenancies they will grant.

2.3.5 Registered providers shall grant those who were social housing tenants on the day on which section 154 of the Localism Act 2011 comes into force, and have remained social housing tenants since that date, a tenancy with no less security where they choose to move to another social rented home, whether with the same or another landlord. (This requirement does not apply where tenants choose to move to accommodation let on Affordable Rent terms).

2.3.6 Registered providers shall 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.

3.4. This policy supports the Trust to meet legal requirements in the management of decanting tenants as set out in:

- The Housing Act 1985
- The Housing Act 1988
- Planning and Compensation Act 1991
- Homelessness Payment (Prescribed Amount) (England) Regulations 2023
- Land Compensation Act 1973

3.5. This policy ensures that customers are offered suitable alternative accommodation where they are unable to remain in their home. The needs of the household will be considered alongside the availability of Peaks & Plains housing stock, the ability of the tenant(s) to stay with family or friends, and availability of temporary accommodation from the Local Authority, for example.

4. DEFINITIONS

4.1. Decanting is when we require that a tenant be temporarily or permanently moved from their current dwelling. It applies in the following circumstances:

- Major repair works (e.g., treating dry rot, woodworm, chemical treatments, gas leaks, extreme damp and mould etc.).
- Structural work to the property.
- Major improvements or refurbishments which are extensive and leave the property uninhabitable. This does not include programmes such as kitchen and bathroom refurbishment, full rewiring works, damp proof courses etc.
- When any works carried out with the tenant in situ would exacerbate any medical condition that is evidenced by the tenant.

- 4.2. A permanent decant would need to take place in the following circumstances:
- The property is in a major redevelopment area and the Trust needs possession of the property to either redevelop or demolish the property.
 - The property requires substantial modification (e.g., three small properties may be remodelled to make two larger properties).
 - The property cannot be refurbished to a standard that meets the minimum energy efficiency or zero carbon standards.
 - The property forms part of a building that is undergoing a change of use.
- 4.3. A temporary decant would be when a tenant is moved out of their property, to enable work on the property to be carried out, with the intention of returning them to the property at the earliest opportunity.
- 4.4. An emergency decant would take place when there are unplanned unexpected works required to take place quickly, which means the tenant won't be able to remain in their home because it is no longer safe or habitable. Tenants will need to leave their home immediately or within 24 hours of the issue coming to light. Depending on the scale of works required, an initial short-term solution for accommodation will be arranged, for example a hotel or B&B. Other accommodation options will be made available if the property will not be safe or habitable for a longer period as per temporary decant or permanent decant.
- 4.5. Home Loss – compensation payment for having to move home. This amount is set annually by the Government.
- 4.6. Disturbance Payments – payment for costs incurred associated with moving.
- 4.7. Regeneration – improvements to streets or parts of estates including housing improvements, demolition, new build, environmental improvements. May include one, or a number of initiatives as required/planned

5. OUR POLICY

- 5.1. From time to time the Trust may require to decant tenants from their current property. The majority of these decants will be temporary, however, in some cases this may require a permanent move for the tenants i.e. demolitions, structural issues and refurbishments.
- 5.2. Affected tenants will be involved from the start of the decant process. We will ensure that:
- the reason why we consider that a decant is appropriate and necessary is explained
 - tenants are given an individual named staff contact who will be able to update on work being carried out, timescales, and any changes to timescales
 - we discuss any alternative options that may be available
 - we confirm and agree on what is considered to be a reasonable offer of alternative accommodation
 - we advise the tenant(s) of the action that may be taken if the tenant refuses to be relocated when a reasonable offer has been made

- we discuss any support needs required for the accommodation, as well as for moving the tenant(s).
- 5.3. Where possible, we aim to carry out necessary works around tenants, while they remain in their property, with minimum disruption. If the work cannot be carried out while the tenant remains in their property, we will aim to make the decant period as short as possible. When deciding whether a tenant can remain in the property during works the following will be considered:
- the health and safety of those living in or visiting the property
 - the wellbeing of the household
 - proposed timescales and the extent of works
 - ensuring that the Reasonable Adjustment Policy is applied to ensure that the individual needs are considered
- 5.4. Where decants are necessary and permanent, for example in situations where properties are due for demolition, the Trust will comply with the Home Loss Payments (Prescribed Amount) (England) Regulations 2023 and ensure compensatory payments are made available to customers permanently decanting.
- 5.5. The first option will always be to agree a voluntary move with tenants, however where tenants are unwilling to decant, and it is impossible to complete the planned works with residents remaining in the property, the Trust will work with tenants to find an alternative home within its stock. Where all options have been exhausted, the Trust may choose to pursue legal redress including a court application to seek possession.

6. EMERGENCY DECANT

- 6.1. Emergency decants are necessary when an event makes the property uninhabitable. Examples of emergencies include but are not limited to:
- Interruption of vital services to property e.g. water or electricity supply
 - Fire
 - Major structural issues
 - Repairs required to communal areas that would prevent access to the property.
- 6.2. In emergency situations we may require a tenant to move to alternative accommodation.
- 6.3. We will assist tenants where possible but also encourage them to approach their Local Authority to seek assistance and declare themselves homeless to secure appropriate temporary accommodation.
- 6.4. When an emergency decant is required, the aim is to find accommodation quickly. In the first instance, we will see whether the tenant can stay with their family or friends. Where family or friends cannot help, we may use emergency accommodation such as bed and breakfast, hotels, or any other accommodation we can source quickly.
- 6.5. We will, in nearly all cases, assist our tenants to find emergency accommodation in the first instance. There are three main exceptions:

- if the tenant's own insurance company is arranging accommodation;
- if a third party is at fault and they intend to provide accommodation;
- if we reasonably believe the tenant caused the emergency, and we intend to take enforcement action against them.

6.6. We do not offer emergency accommodation for homeowners or shared owners but may, at our discretion, offer advice and assistance. Homeowners are expected to make a claim on their building's insurance if applicable. If not, homeowners will be referred to the Housing Options Team at the local authority.

7. TEMPORARY DECANT

7.1.1. The Trust recognises that providing temporary alternative accommodation may be required in some circumstances. Examples include:

- Incidents such as fire or flood
- Major repairs where it is not reasonable for a customer to remain living in their home throughout the duration of the works
- Cases where a customer is at risk of harm living at their home

The decision to offer alternative accommodation will be made following a property survey or considering supporting information provided by relevant external agencies.

7.2. Alternative accommodation will be provided that could consist of:

- An alternative Trust home or other landlord
- Hotel accommodation
- Temporary private accommodation
- Accommodation provided by the local authority

7.2.1. We will aim to provide a suitable decant property that will be based on the tenant(s) family makeup, medical needs, and the location of their current home. Consideration will be given where the need to access schools or workplaces exists, but it may not always be possible to accommodate these considerations dependent on the availability of housing stock.

7.2.2. Reasonable assistance and expenses will be considered, including but not limited to the following:

- Disconnection and reconnection of utilities and supplies
- Removals and storage of furniture
- Assistance with packing for customers who are not able to complete this themselves
- Associated tasks such as redirection of mail

7.3. Once the Trust is satisfied that the original property is habitable and/or safe for the customer to return we reserve the right to end the temporary accommodation, however we will give sufficient notice to the tenant.

7.3.1. Rent will remain payable on the principal home for the duration of any decant.

- 7.3.2. A tenant who is moved to a decant property on a temporary basis may prefer to stay in the decant property on a permanent basis, rather than moving back when any work has been completed. Any such request would need to be approved through the Exceptional Lets (within the Transfer Policy) and would only be considered if the decant property was suitable for the tenant and/or their family.

8. PERMANENT DECANTS

- 8.1.1. Permanent decants will be considered where a tenant is unable to remain in their current home and there is no intention that they will return. Examples of where a permanent decant may be required would include demolition of a property.
- 8.1.2. The decision to redevelop, change the use, or dispose of a property is made by the Executive Management Team or by the Board.
- 8.1.3. Where a permanent decant is required, this would result in a new letting.
- 8.1.4. In order to achieve successful outcomes, when we require tenants to move we will;
- Consult the tenant affected (and their relatives or advocates if appropriate) at the earliest opportunity. We will explain the process (including the support available); identify, consider and respond to customers' views, concerns and needs.
 - For substantial decant programs we will develop an action plan and keep individual tenants, the local authority, and any recognised residents associations operating in the area updated on our progress.
 - Discuss how we identify and offer potential alternative properties.
 - Clarify whether the tenant might have the option to return to a new property on the same site.
 - Identify a dedicated member of staff who will be key point of contact in relation to the decant; and who will be responsible for making sure that all moves go as smoothly as possible.
 - Treat each move individually, recognising, respecting and responding to tenants different needs, circumstances and requirements. Certain groups of customers may need extra support such as older people, lone parents, non-English speaking households, or those with mental ill-health, or a physical or learning disability.
 - Take into account, wherever possible, preferred locations and property types. If a tenant wishes to move to an area where the Trust does not have any or appropriate properties, we will approach other Providers to seek a reciprocal move, but we cannot offer the certainty of this being successful. If this is not possible we will work with the customer to achieve the most equitable solution.
 - Clarify the financial package available, which will include disturbance payments in addition to the Statutory Home Loss payment.
- 8.1.5. Whilst we will do everything we can to ensure that suitable offers of alternative accommodation are made to decanting tenants, we will still only offer accommodation on a like for like basis, unless the customer wishes to move to a smaller property. A tenant would not be decanted to a home larger than their household needs.

- 8.1.6. Tenants will be encouraged to register with the relevant Local Authority allocation scheme and awarded the appropriate priority, so that they have further choice with other providers.
- 8.1.7. The tenant will retain their security of tenure where they are rehoused by the Trust. If they are rehoused by another provider, then they will decide on the tenure offer. Rent for the new property will be set at relet target rent in line with the Rent Setting Policy.
- 8.1.8. Although we will always be reasonable, and work with the tenant to reach an acceptable solution, we may at our discretion make more than one offer of accommodation to try and meet tenant needs. The number of offers made is at our discretion. Where a tenant refuses to move despite 3 suitable offers having been made we may consider legal action under the Housing Act 1988 schedule II.

9. GARAGES

- 9.1.1. We may need to offer a tenant an alternative garage due to an emergency repair or maintenance issue, leaving the current garage unusable. In these cases, we will seek to find a suitable alternative garage for the customer.
- 9.1.2. There will be no financial support provided to customers as a result of moving garages. If we intend to dispose of or demolish a block of garages, we will advise the tenant of our intentions to 'take back' the garage. These customers are not entitled to any home loss or disturbance allowance payments.
- 9.1.3. We will provide reasonable notice of our intention to take the garage back, and will provide support to the customer in finding an alternative garage for rent.
- 9.1.4. The garage rent account must be clear before an alternative garage is provided.

10. HOME LOSS AND DISTURBANCE PAYMENTS

- 10.1. Home Loss is a statutory payment made to the tenant(s) who have lived in their property for a minimum of 12 months at the point of displacement and are required to move home permanently as a result of redevelopment or demolition of their home.
 - 10.1.1. We will ensure prompt payment of Home Loss that is due to the tenant and that the value of the Home loss payment is made in accordance with current legislation. Payment will be made within 3 months of receiving the claim. If a customer has rent arrears or recharges, the outstanding balance will be deducted from the Home Loss payment.
 - 10.1.2. Disturbance payments are made to cover out of pocket expenses. Payments may also be made to people who are required to move to another property temporarily or to people who have lived at a property less than 12 months and are required to move home permanently. This payment is for reasonable moving costs.

- 10.1.3. If the option to return to the original home is offered, and the tenant chooses to remain in the property they've been decanted to and we allow it, they will not qualify for any home loss payment. They will be granted the same tenancy type as they had in their original home and allowed to remain.

11. EQUALITY, DIVERSITY & INCLUSION

- 11.1. An Equality Impact Assessment has been undertaken in respect of this policy, which identified no negative impacts on any person/group with a protected characteristic as a result of this policy. This has been reviewed by the Trust's EDI forum and the Executive Management Team.
- 11.2. We are committed to fairness and equality for all regardless of their age, disability, gender reassignment, marriage or civil partnership, pregnancy and maternity, sex, sexual orientation, race, and religion/belief, family circumstances or offending history, as referred to in our relevant Group policies. Our aim is to ensure that our policies and procedures do not create an unlawful unfair disadvantage for anyone, either directly or indirectly.

12. RESPONSIBILITIES

- 12.1. As part of this decant process, tenants have the responsibility:
- To be bound by the terms and conditions of their original tenancy agreement. A new tenancy agreement will not be issued for their temporary address instead a temporary licence may be issued
 - To remain responsible for paying the rent/service charge of their principal home
 - To inform Trust staff 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 staff in writing of any changes in circumstances or needs during the decanted period
 - To pack and prepare for the move, or to inform the Trust if they require support in this
 - To inform utilities and insurance companies (gas, water, electricity, telephone, home contents insurance, car insurance etc.) of their decant
 - To look after their temporary home whilst they reside in it
 - To be responsible, directly to the supplier, for the payment of the relevant services used at the temporary address
- 12.2. The Executive Management Team are responsible for approving this Policy.
- 12.3. The Head of Neighbourhoods is responsible for ensuring this policy complies with legislative requirements.
- 12.4. The Neighbourhood Manager is responsible for ensuring day to day compliance of this policy and procedure. The Neighbourhood Team will work with tenants to decant them.

- 12.5. Temporary moves for repairs will be 'owned' by the Repairs Team or Asset Team (dependent on where the request has originated). They will liaise with the tenant around their timescale for work and ensure updates are completed in a timely fashion.
- 12.6. Managers and colleagues who deal with decants are responsible for implementing this policy.

13. MONITORING AND REPORTING

- 13.1. Decants that are in place are reviewed both individually, and on at least a monthly basis as a whole.
- 13.2. Information on decants is included in the annual allocations report to Board. Quarterly reports to the Senior Leadership Team on void properties include information on current decants.
- 13.3. Decant requests are completed on a prescribed form by the relevant team and sent to the Neighbourhood team, and records of these forms are kept. In some instances, it may not be appropriate for a form to be completed, for example when out of hours or in an emergency. In these cases alternative records of the reason for the decant will be kept.

14. CONSULTATION

- 14.1. Customers have been consulted on this policy through Challenge Group.
- 14.2. All managers have been consulted on this policy.

15. REVIEW

- 15.1. This Policy will be reviewed every three years (from the date it is approved) and approved by the Executive Management Team (EMT).
- 15.2. The Policy may also be reviewed as required by the introduction of new legislation or regulation.

ASSOCIATED DOCUMENTS

- Local Lettings Policy
- Asset Management Strategy
- Tenancy Policy
- Transfer Policy
- Mutual Exchange, Assignment and Succession Policy
- Allocations Policy
- Decant Procedure
- Complaints Policy
- Compensation Guidance
- Reasonable Adjustments Policy
- Rent Setting Policy
- Vulnerable Customers Policy

POLICY INFORMATION

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Drafted By:	Steffanie Goalen, Head of Neighbourhoods
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