



Decant Policy

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1. INTRODUCTION

- 1.1 Ekaya Housing Association aims to maintain and improve our homes to a high standard, and to develop high quality housing. If any our homes, fail to meet this standard or become uninhabitable we may need to decant (move) residents to another property because we must carry out repairs which cannot be completed with residents staying at the property.
- 1.2 We may also decant because redevelopment, demolition is necessary due to the property condition, or to support our disposals programme. A decant will only be considered when all options for completing the required works with the resident in situ have been exhausted.
- 1.3 This policy applies to all residents and licensees who live in properties owned and managed by Ekaya.

2. AIMS

2.1 This policy aims to:

- Provide information and clear guidance about when residents may be required to move to enable works to be carried out.
- Ensure that residents receive the correct home loss and disturbance payments they are entitled to.
- Explain how we will consult with residents about decants
- Outline the process for approving a Decant and what we require from residents to progress works.

3. Objectives

- 3.1 We recognise that moving home can be a disruptive and stressful experience, so the objectives of this policy are to:
- Ensure a positive relationship with the customer is always maintained.
 - Ensure that good information, communication, and support is provided to make the move and re-settlement processes go as smoothly as possible.
 - Comply with all statutory and regulatory requirements.
 - Establish fairness in calculating the amounts to be paid to customers if not determined by statute, for the loss or costs incurred.
 - Be flexible in managing the decanting process, especially where customers are identified as likely to need extra support and reassurance.

4. Definitions

- 4.1 **Decanting** is the process where tenants are required to move from their homes, usually to facilitate major repairs, refurbishment, modernisation, conversion, disposal, redevelopment, or demolition. A decant will either be permanent or temporary. This **does not** include residents moving due to transfers, mutual exchanges or choosing to end their tenancy.
- 4.2 **Emergency Decant** is when a decision is taken by us that the tenant must be moved out of their property due to the home becomes temporarily uninhabitable such as whilst

it dries out or when an unexpected event has occurred with no notice e.g. fire, flood, lack of services.

4.3 **Temporary Decant** is when a tenant is moved out of their property with the intention of returning the tenant to their original property at the earliest opportunity to enable repairs or other major works to be carried out. After the work is completed, they will be expected to move back to their home.

4.4 **Permanent Decant** is when a tenant is moved out of their property and there is no intention to return them to their original property due to demolition or disposal where there is no option to return, or if a permanent move meets the tenant's needs better than their original home.

4.5 Any decision to decant a resident whether temporarily or permanently will be made at the discretion of Ekaya. If Ekaya believe the property is habitable for the duration of any required repairs but the resident does not wish to stay, finding and covering the cost of alternative accommodation will be the responsibility of the resident.

5. PRINCIPLES FOR DECANTING

5.1 Ekaya aims to carry out improvement works and major repairs whilst the resident remains in their home or seek for the resident to stay with family and friends where possible. However some circumstances will make avoiding decants temporarily or permanently impossible, these are:

- When a building will be part of redevelopment i.e. the building is to be demolished
- When major works need to be carried out and it is not appropriate for residents to remain in-situ due to health and safety concerns for either the resident or the contractor and the works cannot be completed with the resident in occupation, alternative accommodation will be arranged.
- When we are carrying out development works and we believe the disruption is great enough to warrant a decant.

5.2 All residents, regardless of whether they have been decanted to another Ekaya property, are staying with friends/family, or have been decanted to a hotel will be expected to return to their original property as soon as it is confirmed by Ekaya that the property is habitable again.

5.3 Ekaya will not pay for any additional days they choose to stay at alternative accommodation.

5.4 **Assured (shorthold) Tenancy agreement:** Where a resident holds an Assured Shorthold Tenancy, Ekaya is not obligated to permanently rehouse the resident. However, we would work with the Local Authority to provide advice and support.

6. ACCOMMODATION TYPE

6.1 Emergency accommodation for tenants

6.2 There is no obligation for Ekaya to offer emergency accommodation. This is usually a statutory responsibility of the local authority. Unlike the other moves mentioned in this policy, the reason for the move in this case usually arises from an incident such as a flood or fire making it unreasonable for the tenant to live there. This usually means that the property is uninhabitable.

6.3 We will, in nearly all cases, assist our tenants to find emergency accommodation in the first instance. There are three main exceptions: (i) if the tenant's own insurance company is arranging accommodation; (ii) if a third party is at fault and they intend to provide accommodation and (iii) if we reasonably believe the tenant caused the emergency, and we intend to take enforcement action against them.

6.4 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 Emergency accommodation for licensees

6.6 We will not usually offer emergency accommodation to a licensee unless there are exceptional circumstances. We would make a homelessness referral to the Housing Options Team at the local authority.

6.7 We may offer residents who have a license living in supported accommodation, (i.e., residents who do not have exclusive possession of their home but are living in the accommodation) another room. However, in most cases we would make a homelessness referral to the Housing Options Team at the local authority.

6.8 Emergency accommodation for homeowners

6.9 We do not offer emergency accommodation for homeowners 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.

6.10 TEMPORARY ACCOMMODATION

6.11 We will offer temporary accommodation to tenants when major repairs, maintenance or improvements are required to the property which cannot be done safely or effectively while a tenant is living in the home. Examples major structural work.

6.12 In the case of a planned or unplanned move we aim to move the resident/s for the minimum time necessary to carry out the repair or improvement works.

- 6.13 Ekaya know that from time to time our tenants request a temporary move from their current home. We will not offer temporary accommodation to tenants under circumstances other than those set out below. However, we will consider a permanent move when the tenant wishes to leave the current home. Our approach to this is set out in our Allocations Policy.
- 6.14 Ekaya prefer to minimise disruption and work around tenants and therefore encourage tenants to have works undertaken while they remain in occupation. Where we require a tenant to move temporarily, they are entitled to an offer of suitable alternative accommodation within 60 minutes of travel from the main accommodation.
- 6.15 If the tenant is temporarily moved to a self-contained accommodation, they occupy this property only on a licence to occupy, which they must sign before moving into the property.
- 6.16 In all cases, Ekaya will make a single offer of suitable temporary alternative accommodation, should this be refused, we will consider taking legal action to compel the tenant to move. Throughout the legal action a suitable offer of alternative accommodation will be maintained for the tenant.
- 6.17 Ekaya We will provide a single point of contact to provide support and advice during the move.
- 6.18 Any decision to move the tenant from their home will be made as a last resort. We will take all reasonable steps to ensure that the tenant does not need to move from their home. All decisions taken will be proportionate to the nature of the repair, maintenance or improvement and the needs of the tenant and their household.
- 6.19 We will not make an offer of temporary accommodation if the home has been damaged or neglected by the tenant, members of the household or visitors to the extent that the damage or neglect would amount to criminal damage or there would be sufficient evidence for Ekaya to serve a Notice Seeking Possession.
- 6.20 When deciding whether the work can be done with the tenant living in the home we will consider:
- Any health conditions of any household member which would be significantly aggravated by the repair, maintenance or improvement work.
 - Any household member who has a disability which would mean their use of the home would be significantly restricted by the repair, maintenance or improvement work.
 - The severity and likelihood of any risks which may be created by any hazardous conditions caused by the major repair, maintenance or improvement work.
- 6.21 Offer of accommodation**
- 6.22 When considering an offer of temporary accommodation we will take into account the following:
- The household composition i.e. permanent members of the household (excluding lodgers and subletters)

- The requirements of any member of the household who has a disability, whether this is physical or mental health.
- The length of time they are expected to be away from the home.
- The urgency with which the repair, maintenance or improvement needs to be completed.
- The housing needs of the tenant and household members based on our bedroom standard which is set out in our Allocations Policy
- Medical, or other commitments which require the household to be in a specific location.

6.23 When we require the tenant to move out of their home temporarily, we will pay for reasonable costs arising as a direct, natural, and unavoidable consequence of the move. The nature of these payments is covered in the Compensation point below.

6.24 Short- term and longer-term accommodation

6.25 When it is expected that the tenant will be away from the property for a number of weeks, we will look for alternative accommodation from within our own housing stock. If there is nothing available, we will consider sourcing housing from local authorities and if no suitable accommodation is available, we may look to the private sector or a hotel that will offer and honour a longer-term booking.

	Length of time	Reason for Decant	Type of accommodation
Emergency	1 – 14 days	Immediate risk to Health and Safety	Hotel or B&B, Local Authority property, Airbnb or staying with friends or relatives
Temporary	14 days+	Responsive repair or planned refurbishment works	Hotel B&B Airbnb or vacant Ekaya property, staying with friends of relatives
Permanent	Not returning to original property	Refurbishment, demolition or resale of property.	Ekaya property

6.26 Options include:

- Staying in Bed & Breakfast or hotel accommodation (board only)
- Staying with friends or relatives
- Serviced apartment – Airbnb
- Temporary decant to an alternative Ekaya property.

6.27 We will make one offer of temporary accommodation which we consider reasonable. If the tenant refuses the accommodation without good reason, we will consider taking legal action to allow us to conduct the repair, maintenance or improvement without the tenant being present in the home.

7. Permanent Accommodation

7.1 Ekaya will only require a tenant or homeowner to move out of their home on a permanent basis in limited circumstances where:

- A demolition order or housing order (hazardous conditions) has been issued in respect of the property.
- The land is being redeveloped.
- Major improvements are to be made to the property which significantly alters its nature or structure of the property, or
- The home is due to be sold to a non-social housing provider.

7.1 Ekaya will offer suitable alternative accommodation. We may at our discretion make more than one offer of accommodation to try and meet resident needs. The number of offers made is at our discretion.

7.2 Residents will be encouraged to register with the relevant Local Authority allocation scheme and awarded the appropriate priority.

7.3 Tenants will have a set period in which to bid for a suitable property. If unsuccessful Ekaya will make an offer of 'suitable alternative accommodation' if possible.

7.4 The tenant will retain their security of tenure where they are rehoused by Ekaya. If they are rehoused by another provider, then they will decide on the tenure offer.

7.5 Under-occupation will not be permitted to the permanent decant property.

7.6 Tenants who are asked to move on a permanent basis due to demolition or disposal may be entitled to home loss and/or disturbance payments.

8. Customer conduct in temporary accommodation

8.1 Provision of temporary accommodation will be cancelled where residents and household acts in a way that breaches the rules of the establishment, or the behaviour could be considered a breach of tenancy if they were in their own home.

8.2 Further temporary accommodation will not be offered in such incident, and we reserve the right to recover any costs that we have incurred because of the breaches.

8.3 Residents are liable for any damage caused to temporary accommodation. If this is the case it will be investigated, and letters issued to the customer to confirm the damage and associated costs. These will be claimed back from the customer through our Recharges Policy.

8.4 Where residents are placed in a temporary accommodation, they are required to provide access to their home to allow works to be completed, where no access to allow the work to be commence or completed will result in the temporary move being cancelled.

9. Process for decanting both temporary and permanent

- 9.1 The first step in the decanting process is the decision of the Manager of the relevant department based on factors such as asset management principles, the best interests of residents and financial viability.
- 9.2 Having identified a decanting requirement, a business case proposal is to be formulated and presented to the Head of Service for the decant approval.
- 9.3 Both planned and unplanned temporary moves must be authorised by the Manager of the department who is requesting that it is required. For example, if a short term decant is required due to an emergency repair issue, then this must be authorised by the **Property Services and Asset Manager**. Alternatively, if it is due to crime or anti-social behaviour or Domestic Abuse this must be authorised by the **Housing Service Manager under Allocation Management transfer**.
- 9.4 Temporary moves for repairs will be 'owned' by the relevant repairs team. They will liaise with the resident around their timescale for work, specific needs, organise accommodation and ensure updates are completed in a timely fashion.
- 9.5 Temporary moves for crime, domestic abuse or anti social behaviour reasons **is not** a decant but a move under Allocation Management Transfer, this will be 'owned' by the Housing Management Team. They will liaise with the resident around their specific needs and then work with local authority and Housing Move to find appropriate accommodation. Ongoing liaison with the resident is to be maintained by the Housing Association Team.
- 9.6 Where the temporary move is likely to last over 12 weeks and the resident is in hotel or short-term accommodation, the relevant team is to make contact with the Housing Management Team as soon as possible and complete a formal request to decant into an alternative property where possible.
- 9.7 In exceptional circumstances where we anticipated that works would take longer than 12 months, the customer be given the option on choosing to stay at the temporary property on a permanent basis. This option would only be offered in exceptional circumstances and would require completion of the housing application process and authorisation from the Head of Services under management transfer.
- 9.8 If a tenant wishes to remain in the decanted property permanently instead of returning to their original home where the original home is not subject to redevelopment or disposal, Ekaya will consider this at their discretion and will require CEO approval. This would not qualify for a statutory home loss payment.
- 9.9 This move under 9.7 and 9.8 does not apply to qualifying for Statutory Home Loss payments. These are only required where the customer's home has been identified for redevelopment or disposal.

10. Suitable Alternative Accommodation

- 10.1 Residents under-occupying their present homes will be offered alternative accommodation more appropriate to their current needs. For example, a couple occupying a three-bedroom flat will be offered a one-bedroom flat.
- 10.2 The Association will offer decanted resident moving to a new property a “re-let target rent”. In this instance, the offer will be deemed to be suitable even if the rent is substantially higher than the one currently paid by the resident.
- 10.3 It is the policy of the Association to make ONE offer of suitable alternative accommodation only. Ekaya may, at its discretion extend the number of offers it makes.
- 10.4 If a resident rejects an offer of suitable alternative accommodation the Association will commence court proceedings to obtain possession under Ground 10 of the Housing Act 1985 for secure tenants or Grounds 6 and/or 9 of the Housing Act 1988 for assured tenants.

11. Tenancy arrangement and rent

- 11.1 Where permanent rehousing is required, we will offer the tenant the same security of tenure as they currently enjoy e.g. assured will received assured.
- 11.2 Rent for the new property will be set at relet target rent.
- 11.3 **Rent arrears:** Where a tenant has rent arrears or other breaches of their tenancy, we will continue with our actions to recover the debt, including Court proceedings if necessary. where this resulted to an eviction, the tenant will not be re-housed as part of the decant.
- 11.4 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 Association, 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.

12. Compensation and Reimbursement

- 12.1 **Statutory home loss and disturbance payments for permanent moves**
- 12.2 **Statutory payment** - This is prescribed in law under the Under the Land Compensation Act 1973 and the amount is reviewed annually - details can be found at <https://www.legislation.gov.uk>

12.3 Payment will usually be made after the keys have been returned to Ekaya Housing for the vacated property.

12.4 Statutory payments fall into two categories:

12.5 **Home Loss payments** – will only be paid for permanent moves where certain criteria are met as follows:

- the resident must have occupied the property as their sole or main residence for a period of one year prior to the date of displacement.
- the move must be permanent and as a result of redevelopment, regeneration, or compulsory purchase.

12.6 **Disturbance payments** – Disturbance payments are made to compensate a residential occupier for reasonable expenses in moving from the house or land. People who do not qualify for a home loss payment, for example because they do not satisfy the residence requirement, may be entitled to a disturbance payment.

12.7 The resident must not have lived in the property for 12 months but must be the tenant at the time of the decision to move. The basis of the disturbance payment is to ensure the customer is not financially out of pocket due to the move.

- Disturbance payments will not exceed the value of home loss payments as specified in statutory law at the time of the move.
- All payments (including those made at the discretion of Ekaya beyond those required by law) may be offset, wholly or partly, against debts owed to us. Exceptions to this will be considered on an individual case basis.

12.8 **Miscellaneous Allowances**

12.9 These will be paid to residents who move out temporarily but are not decanted to another property.

12.10 Where a customer has been placed in temporary overnight accommodation such as a hotel, Ekaya Housing will meet the following expenses.

- Accommodation costs will be paid directly by Ekaya Housing.
- An allowance of £20 per day per adult / adolescent, and £10 per day per child under the age of 16 will be paid for meals unless the temporary decant is to a location where the cost of daily subsistence is higher.
- Where the temporary decant is to a location where the cost of daily subsistence is higher. In such case, the Head of Services will authorise an allowance up to £30 per adult per day and £15 per day per child under the age 16.

13. **Returning to the main home**

13.1 We require tenants to return to their main home immediately when the works or improvements are completed. If the tenant does not do so, we will take, if necessary, legal action to gain possession of the temporary accommodation.

13.2 Tenants who remain in the accommodation after we have provided them with a notice to leave will be treated as unauthorised occupiers.

14. LEGISLATION

14.1 Government legislation has an impact on how Ekaya Housing can implement its Decant Policy. Listed below are the key Acts to be taken into consideration:

- Land compensation Act 1973
- Planning & Compensation Act 1991
- Housing Act 1985, 1988 1996
- Equality Act 2010
- The Regulatory Framework for Housing 2012 as amended
- The Homes (Fitness for Human Habitation) Act 2018 as amended.

15. EQUALITY AND DIVERSITY

15.1 Ekaya Housing recognises the needs of a diverse population and always acts within the scope of its own Equality and Diversity Policy, the Equality Act 2010. Ekaya Housing will always take into account vulnerability when managing a decant.

16. Related policies

- Letting and Allocations Policy
- Compensation Policy

17. POLICY APPROVAL

This policy will be reviewed once every three years except where there is a need to take account of any changes to legislation, regulation, or good practice.

Approved by:	Policy & Performance Committee
Policy Author:	Housing Services Manager
Policy Owner:	Head of Service
Consultation completed	April 2024
Review gateway:	Policy & Performance Committee
Next review date:	<i>May 2027</i>