Decant Policy & Procedure

Date of Approval: December 2022

Revised Date: April 2026 (no amends)

Policy Author: Housing Manager

Policy Lead: Housing Manager

Date of next review: April 2028

You are advised that a printed version may not be the latest available version. The latest version, which supersedes all previous versions, is available on the Brighter Places drive. Those to whom this policy applies, are responsible for familiarising themselves with the latest version and for always complying with the policy requirements.

Should colleagues require any reasonable adjustment to allow for engagement with this document please contact the policy lead.

Background

This policy relates to all Brighter Places tenancies. It is written to be in line with the Regulator of Social Housing's Tenancy Standard.

Housing Associations are required to publish clear and accessible policies which outline our approach to tenancy management and have due regard to the tenancy strategies published by the local authorities in which they operate.

This policy sets out the circumstances of how Brighter Places will offer and manage decant accommodation for our general needs accommodation.

This policy is not to be used in regard to any accommodation that we own and manage on behalf of other organisations, where individual management agreements are set up and need to be adhered to.

This policy can be used for Supported accommodation if needed.

Policy Statement

Brighter Places recognises that there will be occasions when people will need to leave their homes temporarily so that works can be carried out or for other extenuating circumstances. In such occasions, where appropriate, decant accommodation will be offered and managed in accordance with this policy.

We do not normally look to move our tenants for reports or cases of anti-social behaviour. Good practice is to address the reports of antisocial behaviour to enable families to remain safe and secure in their substantive homes. In exceptional circumstances and with express support from the Police we can consider a permanent move if the Housing Officer and Housing Manager agree a move. This must also be discussed with the Housing Services Manager and in their absence a member of the Exec Team.

When carrying out a decant we will ensure that the following is achieved:

- Tenants are consulted about decants wherever possible.
- We provide tenants with clear information and keep them informed throughout the decant process.
- Tenants' needs are considered regarding alternative accommodation wherever possible. There may be limitations to what we are able to offer due to the amount of stock we own and empty home availability.

We comply with the Land Compensation Act 1973 when making home loss and disturbance payments.

1.0 Decant

It is inevitable that situations will arise when tenants have to be moved out of their properties to allow for major repairs or refurbishment /redevelopment to take place or for the property to be sold (disposal) or to convert to different tenure.

This policy covers emergency, temporary and permanent decants:

- Emergency Decant – This is when temporary alternative accommodation is required for a period of between 24-48 hours following an emergency event such as a fire, flood, asbestos contamination or if a building is deemed unsafe to reside in, that require the tenant to immediately move out of their home until suitable temporary or permanent accommodation can be found.
- Temporary Decant – When a tenant is moved out of their property for a short, fixed period of time (usually not exceeding 6 months) and the tenant has the intention of returning to their permanent home.
- Permanent Decant - When a tenant is moved out of their property, and there is no intention to return to the property or the tenant has been moved on a temporary basis which has exceeded a period of 6 months and it is agreed by all parties the decant property is more suitable for them to remain in.

1.1 Home Loss Payment

On occasions it is necessary to ask the tenant/s to vacate their home on a **permanent** basis, because their home is to be sold or demolished or substantially altered. Additional compensation payments to tenants will be made, based upon the statutory Home Loss Payment as defined in the Land Compensation Act 1973. This payment is per household and will be split between the legal tenants (where there is a joint tenancy.) The Home Loss payment will not apply to a temporary decant that has been agreed to become a permanent move.

The Home Loss payment is in addition to the disturbance allowance summarised below and will be paid a statutory compensation amount of **£8100** to be paid at the date of displacement in one full payment. Any monies owing /debts to Brighter Places (i.e. Rent Arrears, sales ledger, recharges) will be deducted from the Home Loss payment before being issued to the tenants. The Home Loss payment will be either a cheque or BACS transfer following agreement of the final balance of the Home Loss payment.

Where a household is separating, only one payment will be made. Those who are not eligible for a home loss payment but have a legal interest in the tenancy (through the tenancy agreement) *and* occupy the home as their main or principal address at the date of displacement are eligible for a disturbance payment. This is not currently prescribed but can be up to the equivalent value of a home loss payment of £8100.

A Further, detailed explanation of how Brighter Places will manage home loss and payments can be found in our Guidance Document for Home Loss.

1.2 Disturbance Allowance

Brighter Places will generally meet costs associated with moving the tenant as a permanent decant and in exceptional circumstances can be offered to temporary decants. There are sometimes a disturbance allowance is at our discretion and this is set out below. Disturbance payments will not exceed £1,000.

*** "The disturbance payment is compensation for losses or expenditure arising as a natural and reasonable consequence of being 'disturbed'. The occupier for the purposes of eligibility is the person who is in lawful possession of the dwelling at the time of displacement and at the time the Association acquired the property. (Commercial interests may also qualify, but not if an option for payment under the Business Tenancy Act (NI) 1964 has already been exercised)*

***Discretionary payments** - Associations have discretion under Article 37(6) of the 1973 Order to make a payment where the statutory condition is not fulfilled.*
- in the case of new build schemes any such discretionary payments will not be eligible for inclusion in the 'Works' element of eligible capital costs unless the specific prior approval of NIHE (DPG) has been sought and received
- in the case of rehabilitation schemes such payments whether discretionary or not are to be met from the standard on-cost determined from the scheme and therefore do not need specific DPG approval."

www.gov.uk

The disturbance allowance may include the following:

- Costs of removal and/or storage of belongings (where appropriate.)
- Disconnection and reconnection of appliances, gas and electricity supply, Sky/Cable set top boxes or dishes and telephone.
- Any additional rent or service charges on the temporary accommodation (tenants will continue to be liable for rent and service charges of the permanent accommodation.)
- Cost of parking permit or reasonable parking charges.
- Short term bed and breakfast, serviced apartment or hotel charges in emergency circumstances.
- Cost of redirection of mail (3 month redirect for a permanent decant and up to 6 months for a temporary decant.)

The tenant may be asked for the date of displacement invoices and/or proof of payments for these costs to be met by Brighter Places.

1.3 Subsistence Allowance

If there are no cooking facilities in the temporary accommodation, a maximum subsistence allowance of £20 per adult per day and £10 per child (aged over two months and under 12 years) can be paid to cover the cost of meals or food whilst away from their permanent home. The subsistence payment may be adjusted accordingly if breakfast is included in the accommodation charge.

1.4 Other costs

If any other financial costs are incurred by the tenant as a result of the temporary decant, such costs that are deem as reasonable will be reimbursed, subject to approval by the Housing Services Manager or the Director of Customer Services.

1.5 Reasonable refusal

We will aim to offer all tenants a suitable alternative property based on housing need. We will endeavour to take preferences of area into account where possible, but this will be subject to availability of stock.

We shall normally allow 2 offers of reasonable alternative accommodation. This may be reduced to 1 reasonable offer if an immediate move is needed for example due to an emergency situation.

If these are refused, then our normal process would be to seek an enforced move using the legal process, but we would prefer to avoid this wherever possible. When a tenant is moving to another Brighter Places' property, viewings are essential.

If a tenant is required to move into a hotel, B&B or Air B&B then the tenant may inspect the accommodation to be provided and is entitled to make a reasonable rejection.

1.6 Emergencies

In emergency situations Brighter Places will, in the first instance, enquire as to whether the tenant has family or friends they can stay with, then concentrate on locating suitable temporary accommodation for the tenant(s) their family and any pets. Once the immediate emergency situation has been dealt with, we will either return the tenant to their home or continue with the normal decant procedures.

Dependent on circumstances we may refer the tenant(s) to the relevant Local Authority who have a legal responsibility in some emergency cases, but this will be discussed with the Housing Managers before referral.
By their very nature, no emergency situation will be the same. However, the priority of Brighter Places will always be the safety of residents and their possessions, in that order.

1.7 Returning to the tenant's principal home

Given an emergency decant, the tenant can only return to their home following advice or notification from the relevant authority after a safety incident.

Tenants will be given as much notice as possible when their permanent home is ready and they can return to their permanent home. Tenants staying in bed and breakfast accommodation will be expected to check out when instructed returning to their permanent home immediately. Any additional time spent in the bed and breakfast without our consent will need to be paid for by the tenant and will not be reimbursed. Brighter Places will be responsible for the arrangements for the removal and associated costs for reconnection, if applicable.

Tenants will not normally be able to remain in the temporary accommodation when their permanent home becomes available for occupation.

2. Management Transfers

In some cases, a decant may not be appropriate and the tenant(s) may need to be moved permanently. In such cases Brighter Places may determine that a Management Transfer is the most appropriate route. This may be to resolve both issues for the tenant in their home and issues that may involve the property itself or the location.

Reasons for a management move are:

- **Serious Antisocial behaviour**
- **Domestic abuse**
- **Significant disabled adaptations required**
- **High level Welfare and/or health grounds**
- **Succession**

Further information on Management Transfers can be found in Brighter Places' Tenancy Policy.

3. Equality and Diversity

Brighter Places strives to meet the needs of all our customers and we are committed to reducing inequality, eliminating discrimination and promoting good relations between people of different groups. We will be sensitive to the specific needs of our tenants when we consider possible Decant moves.

This includes ensuring that any disabilities are addressed with any offer of a temporary or permanent move, and may mean we need to consider alternatives if the tenant in question

will needs adaptations. For example newer bed and breakfasts such as Travelodge and Premier Inn often have access to rooms with level access showers and other adapted facilities on the ground floor.
Reasonable adjustments will also be needed for those who require access to key medical services that are solely available in one place. This includes ensuring that tenants are either decanted close to these services or able to travel a reasonable distance easily by public transport if they do not have their own transport.

Other examples include adjustments for those who support in the form of extra bedrooms for carers or for those who are neuro diverse who may require extra support during and for the move.

We aim for no-one to be disadvantaged on the basis of race, colour, ethnic or national origin, nationality, gender, disability, religious, sexual orientation, marital status, age or any unjustifiable criteria. Information about all lettings will be provided on the Choice Based Lettings system and recorded on CORE (Continuing Recording of Lettings and Sales in Social Housing in England). We will use this to monitor lettings and report to the Board against equality and diversity criteria.

Process for Decant

1.0 Procedure for Managing Temporary or Permanent Decants

Requests are usually made by Repairs and Maintenance or the Asset Management Team to the Housing Management Team for decants. There are occasions where the Housing Officer or other team may raise their concerns following site visits.

Every effort should be made to keep the tenant in their home as this can significantly reduce overall costs, with decanting only an option where it would be dangerous for the tenant to remain or the property would be uninhabitable, whilst works are being completed.

The Housing Officer (HO), a Housing Manager (HM) and Response Maintenance Manager or the Planned Works and Projects Manager will decide whether a tenant will need to decanted for works to be carried out on the property, and whether this is a temporary or a permanent move.

They will use the policy document above to determine the best route for the tenant and the business.

If the tenant is to be decanted, the conversations should focus on the offer that can be made to the tenant, for example the type of accommodation they should expect and the duration and type of works to be carried out.

Final approval for a decant should be made by the Housing Services Manager or a relevant Executive member.

2.0 Emergency Decant

In the case of an emergency decant, the tenant will be moved as soon as is practicable to a hotel, B&B or Air B&B. As soon as any emergency has been dealt with, the tenant should either return home or move to a further BP owned temporary tenancy, following the procedures set out below.

Following the decant meeting the HO and either a Repairs and Voids Surveyor or other Brighter Places Surveyor should arrange a visit to the tenant to explain the necessity of the decant. Every effort should be made to ensure the tenant is clear and comfortable about the process and that lines of communication remain open. At this meeting, the HO and Surveyor should:

- Set out the benefits of a temporary move, such as major improvements to the tenant's home.
- Set out the extent of the work to be carried out, an approximate timetable for completion and return and, where appropriate, how the tenant might be involved in some decision making, such as the design of new kitchen units or colour schemes.
- Explain the options for temporary accommodation and where appropriate, seeking the tenant's preference; and

- Set out the package of support on offer, including financial recompense for the move.

If the **tenant accepts**, the HO should write up the results of that discussion, noting that the tenant has accepted what has been discussed and log the notes on Orchard.

If the **tenant refuses** to accept a temporary move, and BP are under a legal obligation to make significant improvements to the tenant's home, then a letter should be sent to the tenant setting out the reasons why. If the tenant still fails to accept this course of action, an Injunction should be sought for access and the usual legal procedures should be followed.

The letter should include:

- Why a decant is necessary.
- Where, when and for how long the tenant and their family are likely to be rehoused.
- What standards tenants can expect from the accommodation they are being rehoused to.
- What BP will, in general terms, pay for and what compensation the tenant will be entitled to.
- What support (if any) will be offered by BP and
- How the tenant can make a complaint or challenge the decision.

3.0 Planned Temporary Move (the tenant will return to their permanent home)

Moves of this type will only be actioned due to the need to move tenants due to repairs, this includes cases of mould and damp.

If the works that are required are substantive but are able to have a more planned approach, the HO will work closely with the relevant Surveyor and Lettings Team to arrange a suitable short term move. The tenant will maintain their substantive tenancy and have a Licence agreement for the temporary accommodation. Temporary accommodation for this type of move will usually be a BP tenancy.

Following the decant meeting the HO and the Surveyor should arrange a visit to the tenant to explain the necessity of the decant. Every effort should be made to ensure the tenant is clear and comfortable about the process and that lines of communication remain open. At this meeting, the HO and Surveyor should:

- Set out the benefits of a the move, such as major improvements to the tenant's home.
- Set out the extent of the work to be carried out, an approximate timetable for completion and return and, where appropriate, how the tenant might be involved in some decision making, such as the design of new kitchen units or colour schemes.
- Explain the options of what we will have available and where appropriate, seek the tenant's preference and

- Set out the package of support on offer, including any financial recompense for the move.

If the **tenant accepts the offer of accommodation**, the HO should write up the results of that discussion, noting that the tenant has accepted what has been discussed and log the notes on Orchard.

If the **tenant refuses** to accept the offer of the tenancy and BP are under a legal obligation to make significant improvements to the tenant's home, then a letter should be sent to the tenant setting out the reasons why. If the tenant still fails to accept this course of action, an Injunction should be sought for access and the usual legal procedures should be followed.

If there is no legal requirement to complete the work at the property, a conversation must be undertaken and recorded with the tenant to this effect, and a decision as to how to proceed made by the Housing Manager and relevant Repairs / Asset Manager with support from other colleagues.

A follow up letter or email must be sent to the tenant following their decision that should include:

- Why a decant is necessary.
- Where, when and for how long the tenant and their family are likely to be rehoused.
- What standards the tenant can expect from the accommodation they are being rehoused to.
- What BP will, in general terms, pay for and what compensation the tenant will be entitled to.
- What support (if any) will be offered by BP and
- How the tenant can make a complaint or challenge the decision.

4.0 Permanent Moves

Permanent moves are dealt with as Management Moves. Please see the 'Management Moves' policy and procedure.

As at January 2023 the Internal Transfer list is closed at Brighter Places and is under review. However we reserve the right to move tenants permanently if we decide to do so.

5.0 Planning the detail of the move

The HO has responsibility for arranging and managing the move, whether this be to B & B or other temporary accommodation.

The HO will liaise with the lettings team to see if there are any suitable available empty homes before considerations are made for a hotel, B & B or Air B&B. Brighter Places reserves the right to reallocate properties that have already been pre allocated in emergency situations if needed.

If a there is a Brighter Places empty property available that would be suitable, the tenant may be placed into a hotel, B & B or Air B&B while the empty home is being made ready for the decant.

The exception for this may be if the expected decant is expected to be no more than 2 – 3 weeks, and at such time B & B or other temporary accommodation may be more suitable.

(Easier to keep the tenant in B & B or similar rather than move them to B & B, and then to another property and then back home within 2 – 3 weeks.) If no such empty home is available or suitable, suitable alternative accommodation must be sourced for the decant.

Once the accommodation has been agreed, the tenant must be made aware via letter or email from the HO the following information:

- Reasonable costs that will be incurred by BP and what BP will do to minimise inconvenience.
- The tenant's responsibilities.
- The exact moving date, including help with the move and storage.
- The date or expected date of return to the tenant's home.
- Detail about the tenant's temporary home - property type, floor level, garden access, rent levels etc.
- Arrangements for handover / exchange of keys.
- Anything else that would be useful for the tenant to be made aware of.

If the tenant has any concerns, then the HO should make direct contact with the tenant to discuss these further.

5.1 Preparing for the move to take place

For moves to temporary accommodation, the HO will need to ensure that a number of key tasks are undertaken. These include:

- Accommodation is booked at a preferred supplier with the best rates with the cost being paid in advance using a BP credit card to secure payments. The credit card holder must be informed via email of any payment and copies or repairs also sent via email. Both the Director and Customer Services and Housing Services Manger have credit cards.
- Preparations made for the tenant's possessions to be moved into storage where appropriate.
- Booking a removal company - the HO will check with Finance for any preferred suppliers.
- Ensuring that all utilities and other services are informed of the date of the move.

For moves to a BP empty property, the HO will need to ensure that a number of key tasks are undertaken. These include:

- Booking a removal company and ensuring that the company are one of our accredited contractors to enable payment.
- Advising the relevant manager (whose credit card the HO is using) via email that payment is being made using a credit card, the amount of the payment and in regard to which tenant and address.
- Ensuring that all utilities and other services are informed of the date of the move
- Ensuring the decant License agreement is prepared for move in. Assistance should be sought from the Lettings Team for this.

5.2 Managing the Move

5.2.1 Moving to another Brighter Places Tenancy

The HO must liaise with the lettings team to arrange an appropriate date for the HO to meet the tenant at the property to sign the License Agreement and hand over keys.

The HO must advise the tenant that they must continue their rent payments for their substantive home (and not any temporary accommodation.)

5.2.2 Moving to Temporary accommodation such as B & B

The HO will liaise with the tenant and inform them of check in and out time of any temporary accommodation.

If during the course of a decant, it becomes clear that this will need to become a permanent decant, due to nature and / or cost of the works, then further conversations will need to be held with the relevant Housing Managers to ascertain if we need to utilise CBL systems or manage a permanent move in house as a management move.

The HO must advise the tenant that they must continue their rent payments for their substantive home (and not any temporary accommodation.)

6.0 Making the return to the Tenant's Principal Home

The HO should attend preferably with a Surveyor to offer the tenant a resettling visit to their home. This should be an opportunity to explain the extent and nature of the works undertaken and ensure that all other actions have been completed, such as the redirection of mail.

- HO will ensure all personal items in storage are retuned at an agreed date back to the property.
- The HO will support the tenant in the run up to the move, for example assisting vulnerable tenants in packing their belongings or arranging for the removal of unwanted items - HO will endeavour to recruit external assistance to help whatever possible to limit the time they spend on this type of work.

- The HO will ensure that all utilities and other services are informed of the date of the move.

7.0 Rent Payments and Set Up

The tenant will continue to pay rent on their substantive tenancy if the move is a temporary decent. The cost of the temporary accommodation will be met in full by Brighter Places.

The tenant must be advised that failure to pay their rent will result in proceedings to recover their tenancy in line with Income Management policy and procedures.

Responsibilities chart

	Identify need to move	Agree temp or perm decant	Liaison with tenant	Arranging move to temp acc.m & sign up	Arranging dis-connection and re-connection of services	Return move
Housing Officer	**X**	**X**	**X**	**X**	**X**	**X**
Lettings Officer	**X**		**X**	**X**		
Housing Services Manager	**X**	**X**				
Customer Services Director (other Exec Members)		**X**				
Repairs Surveyor	**X**	**X**	**X**			**X**
Repairs Manager	**X**	**X**	**X**			
Assets Manager	**X**	**X**	**X**			
Assets Surveyor	**X**	**X**	**X**			**X**

Appendix 1 – Licence Agreement

Occupancy Agreement for Temporary (Decant) Accommodation

This licence is dated [ ]

Parties

Brighter Places, Eden House, 10 Eastgate Office Park, Eastgate Road, Bristol, BS5 6XX (the Association) [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] (**You**)

Address of temporary dwelling: [ ] (Premises)

Address of the Permanent Residence: [ ] (Permanent Home)

This occupancy agreement is granted:

On the condition that you have not made any false statements to obtain it.

This occupancy agreement is a temporary one granted to you while works are carried out to your Permanent Home. Your Permanent Home continues to be your principal home and your tenancy of it continues in full force and effect.

This agreement is a legal contract binding on you and on us.

In signing this agreement you are saying that you have read it (or had it explained to you). That you understand its terms, that you agree to be bound by them and that you have been given a copy of it.

Licence to occupy

Subject to clause 0 and clause 0, the Association permits you during the Licence Period to:

Occupy the Premises;

The Association acknowledges that:

you shall occupy the Premises as a licensee and that you continue to be a tenant of the Permanent Home;

you shall not be entitled to any statutory protection under the Housing Act 1988 in relation to the Premises which is the subject of this agreement;

The terms and conditions of tenancy relating to the Permanent Home (including the payment of rent) continue to apply both in relation to the Permanent Home as if they also relate to the Premises;

the licence to occupy granted by this agreement is personal to you and is not assignable, and the rights given in clause 0 may only be exercised by the you.

Your obligations

You agree and undertake:

to adhere to the terms and conditions of tenancy for the Permanent Home as if they apply to the Premises.

You are responsible for the payment of rent of £ ..... per week at your temporary accommodation until your return to your permanent home.

The Association's obligations

The Association agrees and undertakes:

to provide you with accommodation at the Premises whilst works are carried out on the Permanent Home;

Termination

This licence shall end on the earliest of:

[DATE ON WHICH LICENCE TO END];

the expiry of not less than two weeks' notice given by the Association to you if the you breach any of your obligations contained in clause 0; and

the expiry of not less than [four] weeks' notice given by either party to the other.

Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

Third party rights

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

8. Service of notices

Notice is hereby given, in accordance with section 48 of the Landlord and Tenant Act 1987, that the address of the Association for the receipt of legal notices or any other communication arising from this agreement is Brighter Places, Brighter Places, Eden House, 10 Eastgate Office Park, Eastgate Road, Bristol, BS5 6XX. Any legal notice or other communication arising from this agreement shall be validly served on you if given to you personally, if posted or delivered to the premises, your permanent home, or if it left at your last known place of abode or business or sent by registered post or recorded delivery to that address.

This licence has been entered into on the date stated at the beginning of it.

Signed for and on behalf of the Association	……
Signed by [NAME OF LICENSEE]	……

Appendix B – Uninhabitable Property

This list is to be used a guide only. This is not a definitive or an exhaustive list.

- Unusable bathroom
- Unusable kitchen
- Electrical hazards
- Gas leak
- Carbon monoxide within the property
- Server damp and mould
- Use of less than 50% of the property
- Structurally unsafe