



Temporary Decant Policy

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Introduction

Empower Housing Association (EHA) constantly strives to make the best use of its housing stock and recognises occasions will arise when tenants may be required to move from their homes temporarily due to emergency repairs, major repairs, refurbishment, modernisation, or redevelopment. This process is known as decanting.

The purpose of this Policy is to clarify what EHA will do when it is necessary to move tenants temporarily from their homes along with the responsibilities of both EHA, the tenants and their support providers. This includes guidance on compensation and disturbance payments.

It aims to ensure that we meet our statutory and regulatory responsibilities whilst continuing to meet the needs of our tenants.

Scope of the Policy

- To provide guidance for tenants on what they should expect if they are going to be decanted from their home
- To provide guidance for EHA's Housing Management, Maintenance and, Finance teams on managing the decant process.

- To ensure consistency in the application of the Policy
- To ensure our tenants are supported through the decant process and are treated fairly and in accordance with statutory requirements

The Policy

This policy applies to temporary moves whether they are planned or unplanned.

Moving home can be a stressful and disruptive experience for tenants, EHA will:

1. Ensure a positive relationship is maintained with all parties concerned during the decant process
2. Ensure clear communication and support is provided throughout the decant process to make the move and re-settlement go as smoothly as possible
3. Provide a reasonable and prompt contribution for alternative accommodation to those whose move is due to works instigated by EHA.
4. Comply with all statutory and regulatory requirements
5. Work closely with support providers and draw on their knowledge of their client's needs.

6. Provide support to our vulnerable tenants during the decant process.
7. Ensure tenants do not lose out financially as result of any move
8. Ensure that tenants do not suffer a loss of tenancy rights through the decant process

Temporary Decant

In non-emergency cases EHA will consult with the support provider on options for alternative accommodation, including any vacant bedrooms within schemes where the care provision is managed by the support provider. Alternative accommodation will only be required for the length of time in which it takes to complete the required works at the property.

Properties may require decanting for several reasons, for example:

- **Major Repairs:** Significant structural or maintenance work that cannot be carried out with tenants still living in the property.
- **Fire or Flood Damage:** Serious damage caused by fire or flooding that makes the property unsafe or uninhabitable until repairs are completed.
- **Health and Safety Issues:** Situations where the property poses an immediate risk to the health and safety of its occupants, such as mould, asbestos, or structural instability.
- **Regeneration Projects:** Large-scale regeneration or redevelopment projects that require tenants to vacate the property temporarily while the work is undertaken.
- **Utility Failures:** Extended loss of essential utilities like water, heating, or electricity that cannot be quickly restored.
- **Pest Infestations:** Severe pest infestations that require professional treatment and necessitate the temporary relocation of tenants.

The decision that a decant is required must be approved and authorised by EHA's Property Manager, who will work with other teams both internally and externally to ensure that any temporary alternative accommodation meets the needs of the tenant, completing risk assessments where appropriate. The duration of the temporary move may vary from one night to a number of weeks, or possibly longer dependant on the timescales for the works to be completed. During the decant period the tenancy will remain in place for the tenants original home.

Tenants who are taking part in a temporary decant will be provided with a 'Temporary Decant Agreement' for the duration of their stay at the decanted property. (Appendix 1)

Where work is required that is EHA's responsibility, EHA will agree with tenants and their advocates a reasonable contribution for EHA to reimburse housing related costs for alternative accommodation. EHA will not take on responsibility of care and support costs.

When works are required due to a Disabled Facilities Grant (DFG) arranged on behalf of the tenant by the support provider, EHA will not take on responsibility for alternative accommodation. However, EHA will provide advice on any vacant bedrooms within the support providers care portfolio to which the tenants could move to on a temporary basis to reduce the costs incurred.

If it is found a tenant has committed deliberate damage (and has the capacity to understand their responsibility for these) which have rendered the property uninhabitable, EHA will not provide alternative accommodation. EHA will consider taking legal action upon receipt of evidence. Where a tenant does not have capacity to understand their actions, EHA will work with the care provider to put preventative measures in place to ensure this damage does not reoccur.

Whilst a tenant is temporarily decanted, they will continue to pay the rental fee for their permanent home in line with their original tenancy agreement.

Temporary Decant Process

Once it has been identified that a temporary decant is required, a meeting with the tenant, the Housing Tenant Support Officer (HTSO), support provider and/or any advocates and appointees will take place. Social Services may also be involved if necessary. The HTSO will be the key point of contact throughout this process and is responsible for making sure the move goes as smoothly as possible.

EHA will respond to all tenant's needs and requirements in order to reach an agreement with the support provider as to the proposed decant and alternative accommodation. If the tenant's behaviour, or refusal to move to alternative accommodation impacts our ability to carry out works we will re assess the situation:

- If category 1 hazards are present at the property, we may seek court action to obtain possession of the property to enable the works to go ahead. Any action taken by the court will only be successful if it is decided that the proposals set out by EHA are reasonable and the tenant has been offered suitable alternative accommodation to move.
- If this is not the case, and we have made reasonable offers of alternative accommodation which have been refused we may decide to not carry out the works following a risk assessment. The support provider and/or advocate/appointee will be consulted prior to reaching this decision.

EHA provide a flexible approach to each individual case, considering where possible preferred locations and personal circumstances. For most tenants requiring short term accommodation the first option we would explore with the

support provider would be the tenant returning to their family home, temporary respite accommodation and vacancies within the support provider's care portfolio. If these options have been exhausted, we would then consider alternative measures such as staying in a holiday let, hotel or similar accommodation.

Should a longer decant period be required (with works taking up to 3 months) a combination of these options will be taken into consideration with discussions held with family members and the support provider to reach an agreement.

EHA will ensure the support provider is kept fully informed when the permanent property will be ready for the tenants to return to. The Housing Tenant Support Officer will provide all parties concerned a timescale for completion which will be updated on a regular basis should additional works be required.

The Property Manager will also maintain regular contact with the support provider to ensure the tenants are not experiencing any problems due to the decant to alternative accommodation and to keep them updated on progress of the works being undertaken at the tenants' permanent address.

Emergency unplanned events

In the event tenants must move out of their property because of unplanned emergency situations such as a fire or a flood affecting the property or the area in which the property is located, EHA's Property Manager will complete an onsite assessment to deem the property as uninhabitable.

Such emergencies may be classed as an insurable event and will require the Property Manager to liaise with the Leaseholder / insurer of the property to discuss the damage caused and arrange for the necessary works to be completed.

The Property manager will assist the support provider in sourcing emergency temporary accommodation, such as returning to the family home, respite services etc and will establish how long the tenants will be unable to use their home. If the timescale is going to be for a longer period, then temporary or permanent accommodation will be sourced wherever possible. The Property Manager will liaise with the Leaseholder / insurer to discuss alternative accommodation options along with any costs they will be liable to pay.

Accommodation Allowances

If tenant/s are required to decant to alternative accommodation which will incur a cost due to works by EHA, we will meet the reasonable housing related costs. We will not meet additional care costs.

Where the decant is as a result of planned work or re-development, the cost of decanting tenants should be covered by EHA.

As an indication the allowance per week should reflect the weekly rent of their permanent home and will not exceed 50% of the total cost of the temporary accommodation and will not include items such as:

- Additional personal care/support costs
- Food – including meals out
- Spending money
- Fuel

Where the tenant has been given permission to keep a pet, or it is permitted by the tenancy agreement, EHA will consider meeting any costs that may apply such as boarding kennels.

In supporting tenants to move due to works being required by EHA - EHA will cover reasonable expenses associated with moving which may include:

- Temporary storage of possessions and furniture
- Temporary redirection of mail
- Redecoration – this will be on a like for like basis and may include carpets (reasonable costs will be based on market levels determined by quotes obtained from approved companies)

Costs will only be reimbursed if agreed in advance with EHA and upon receiving valid receipts of expenditure.

EHA may offer the following services if required:

- Disconnection and reconnection of appliance and utilities
- Removals (including returning to the property)
- Installation of disability adaptations
- Assistance with packing
- Arranging temporary storage of belongings
- Arranging the removal of items that are no longer wanted
- Assisting on the actual day of removal

All payments must in in line with the EHA Compensation policy

Compensation and payments

Home Loss Compensation

Tenants are entitled to Home Loss Compensation under the Home Loss Payment (prescribed amount) (England) Regulations 2019, where a permanent decant is required. This will be paid as a flat rate as set by the Government and will only be paid where the tenant has been residing in the property for a minimum of one year. Outstanding payments e.g. arrears and recharges will be offset against any Home Loss Payment offered.

Home loss payments do not apply to temporary decants.

For guidance:

Temporary Decant – when a tenant is moved out to enable work or refurbishment of the property to be carried out with the intention of returning them to the property at the earliest opportunity.

Necessary/Permanent Decant – when a tenant is moved out of their home and there is no intention of them returning to the property.

Disturbance Payment

Under the Land and Compensation Act 1973, tenants will be eligible for Disturbance Payment for the reasonable costs of moving. Tenants who wish to claim Disturbance Payments should provide receipts for all items.

A tenant is not regarded as permanently displaced if there is intention to move the tenant back to their original home. If the tenant opts to stay in the decanted property rather than return to their original home then they are not entitled to payment.

All payments must in in line with the EHA Compensation policy

Tenant and Support Provider Responsibilities

The tenant will be responsible for their behaviour with the assistance of their support provider in any temporary accommodation. Should the tenant or their support provider be asked to leave because of anti-social or nuisance behaviour, EHA will not be under any obligation to source further accommodation and the tenant must return to their permanent home. EHA will complete a risk assessment and consult with all parties concerned to allow for works to re-commence with the tenant remaining in the property.

Responsibilities

Managers of the Housing and Maintenance teams will be responsible for the implementation of this policy.

Related Legislation, Regulation and Codes of Practice

- Home Loss and Disturbance Payments (Under the terms of the Land Compensation Act 1973 as amended).
- Land Compensation Act 1973 (as amended)
- Housing Act 1985 and 1988 as amended.
- Social Housing (Regulation) Act 2023
- Equality Act 2010
- Data Protection Act 2018
- Regulator of Social Housing Regulatory Standards
- Housing Ombudsman Complaints Handling Code
- Supported Housing (Regulatory Oversight) Act 2023

Related Policies, Procedures and Documents

- Compensation Policy
- Complaints and Feedback Policy and Procedure
- Data Protection Policy
- Equality Diversity & Inclusion Policy
- Reasonable Adjustments Policy
- Tenancy Agreement

Reporting and Monitoring

The Property Manager will review and monitor all temporary decants when required.

Decants where it has been found the property to be deemed as unsafe or where a tenant has refused to move on a temporary basis will be reported to the Senior Management Team and Board.

Consultation and Publicising Policy

Managers and Colleagues in the appropriate teams have been consulted about this Policy

The Policy will be added onto our website so all tenants and those working with our tenants can access the Policy

Review

The policy will be reviewed every three years (or sooner if there is a change in regulation, legislation or codes of practice).

Equality Impact Assessment

An Equality Impact Assessment has been completed for this policy

Your ref:

Telephone number: 01257 260712

Please ask for:

XXXXXXXXX
XXXXXXXXX
XXXXXXXXX
X XXXXXXXX
XXXXXXX
XXXX

Date XXX

Decant Licence | Temporary Accommodation

Dear XXXX,

Following discussions and recent correspondence we enclose a **Decant Licence** for your consideration. The licence, if you accept, grants permission for you to occupy **temporarily** XXXXXXXXXXXX. It does not give you a legal interest in the property nor does it confer secure tenancy rights. **For the avoidance of doubt your secure tenancy and associated rights remain at XXXXXXXXXXXX.**

As this temporary licence arrangement is to facilitate a move whilst disrepair works are undertaken at XXXXXXXXXXXX; we would draw your attention to the following important points:

- The Housing Act (1985) as amended and relevant schedules set out the definition of a licence and secure tenancies.
- The decant licence is temporary permission to occupy for the period determined necessary to undertake the repair works on your secure tenancy at XXXXXX XXXXXXX only.
- As you remain a tenant at XXXXXXXX for the duration of the works – then the rights and obligations conferred on you and Empower Housing Association (EHA) (as the Landlord) will continue to apply. You should refer to your **tenancy agreement** in this regard.
- The decant licence for XXXXXXXXXXXX does not confer secure tenancy rights and it is not EHA's intention to create a secure tenancy – this protection is afforded to you under your secure tenancy rights at XXXXXXXXXXXX
- Your housing benefits entitlement will continue at XXXXXXXXXXXX where applicable and you should continue to ensure rent payments are made
- In line with the EHA's decant arrangements we will make suitable arrangements for removals for your personal belongings by our contractors;

this will include:

- Collection of property from “Tenancy Address” to your temporary accommodation
 - Disconnection of white goods – Washing Machine and Cooker
 - Reconnection of the white good at the temporary address
 - Return of these items once works are completed to your “Tenancy Address”
- You will be responsible for packing the items prior to removals and unpacking on both journeys; and the **EHA does not assume any liability for loss, damage or misplacement of items during this process.**
 - You will have no access to your “Tenancy Address” throughout the decant period unless we have agreed and given written prior permission as works will be in progress and this is for your health and safety.

Once you have read the attached agreement; are satisfied with the details outlined then we can arrange to sign the licence agreement with you at XXXXXXXX.

We will notify housing benefits of your continued tenancy at XXXXXXXXX and your intention to return.

Yours faithfully

Property Manager

Definitions as per 1985 Housing Act (as amended)

Tenancy Address – the address whereby I am a legal tenant currently and as highlighted within this particulars of the agreement set out below.

Temporary Address – the address that Empower Housing Association have identified as a suitable property for me to reside in on a temporary basis.

Decant – the process which this situation falls under.

Decant Licence – this document in its entirety.

Landlord – your landlord for both addresses will be Empower Housing Association

Particulars of agreement

Tenancy Address:	
Property Type:	
Date Tenancy Started:	
Tenancy Type:	
Persons Named on Tenancy:	
Rent Account:	
Temporary Address:	
Date licence to commence:	
Duration of Licence:	
Notice to end Temporary Accommodation:	1 Week by landlord
Landlord Address:	Empower Housing Association 33-35 Hollinshead Street Chorley Lancashire PR7 1EP
Contact for landlord:	
Contact Number:	
Contact Email Address:	

Declaration of terms

I xxxxxxxxx of xxxxxxxx, agree to be decanted by Empower Housing Association to alternative accommodation at xxxxxxxxxxxxxxxxxxxxxx.

I understand this move is **Temporary**, while major repairs are undertaken to my “Tenancy Address”, as per section XXXX of my tenancy agreement.

If your property requires major works as defined by a Property Manager you may have to be moved into alternative temporary accommodation in order for the necessary works to be completed.

Under normal circumstances you will be able to return to the property when the work has been completed.

The decant move has been arranged for <Date Here>, and I agree to the following: -

- I will not enter the property whilst the repair works are under way.
- While residing at **xxxxxxxxxxxxx under Licence** I understand that rent will continue to be charged at **xxxxxxxxxxxxxxxxxxxxx as this is my Secure Tenancy**. Any rent lost at XXX arising because of the decant (or your part in any delay) will be part of EHA's final disrepair settlement.
- I understand that once any necessary works have been completed, I will return to my **"Tenancy Address"** on a date specified by Empower Housing Association

While residing at the "Temporary Address I agree to abide by the terms and conditions of this decant licence and my tenancy agreement.

Furthermore, I understand that any breaches in my tenancy agreement and/or this decant licence could result in Empower Housing Association taking legal action against myself and/or my tenancy.

Signature of acceptance

Lead Tenant Name:	
Signature:	
Date:	

*Landlord Representative:	
Position Held:	
Signature:	
Date:	

****Note: Authorised signature for and on behalf of the landlord.***

Appendix 3- Decant Inventory

Decant Inventory

The inventory should only be completed if items are to be left if the property where work will be undertaken. This document should be completed by an EHA colleague and the tenant, with a copy being sent to the tenant following the visit.

Tenancy Address	
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Room (bedroom/ kitchen e.g)	Item (washing machine, books, TV any other item not taken by the tenant)	General Condition

Statement

This property has been fully inspected by both Empower Housing Association and tenant and this inventory represents an accurate record of the state of items to be left at the property. Where necessary, dated photographs have been taken and copies provided to both landlord and tenant.

In signing this agreement you, as the tenant are accepting that all property left at this address is being left at your own risk and that Empower Housing Association take no responsibility for property damaged.

Signed (EHA)	
Date	
Signed (tenant)	
Dates	

Appendix 4 - Return letter

Dear

Decant Property – XXXX

As you are aware, Empower Housing Association agreed for you to be decanted to (Decant Address) to enable essential repairs to be carried out at (Tenant Address).

I am giving you notice that the repairs have now been completed and the property is ready for you to resume occupation.

The move will need to take place within the next (XX) working days, therefore, please contact me within the next 24 hours to agree the day for the removals back to (Tenants Address).

If you fail to contact me within the period stated above, I will have no option but to start legal proceedings against your tenancy.

Yours Sincerely

Property Manager