



## **DECANT POLICY**

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# DECANT POLICY

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# DECANT POLICY

## 1.0 Statement

- 1.1 This policy covers situations when it may be necessary to transfer residents from their homes in emergency situations, how such moves will be managed and issues of compensation which may be payable.
- 1.2 It does not cover allocations policies in respect of alternative accommodation in the case of permanent transfers or Home Loss Payments. These are defined by Law and are made in acknowledgement of the distress and inconvenience residents may incur, if they must move from their home permanently, because of redevelopment, regeneration or a compulsory purchase.
- 1.3 The Law specifically prevents home loss payments being made in the case of repair to properties, no matter how major the repair.
- 1.4 We aim to maintain and improve our homes to a high standard and to develop high quality housing. Sometimes we may need to decant (move) residents to another property because we have to carry out repairs which cannot be completed, with residents staying in the property. We may also decant because redevelopment or demolition is necessary, due to the property condition.

## 2.0 Aims

We know the decanting process can be disruptive and difficult for residents, we will ensure:

- Residents are consulted about the decanting process
- We provide residents with clear information and keep them informed throughout the decant process
- Household members' needs are considered regarding alternative accommodation
- We comply with the Land Compensation Act 1973 when making home loss and disturbance payments.

## 3.0 Objectives

Radcliffe will:

- Carry out a "decant assessment" with you before your move, to identify your housing needs and any support you may require
- Make home loss payments to those moving permanently, if you are eligible within four weeks of your move to your new home
- Make disturbance payments to you within four weeks of receiving your completed compensation claim for eligible expenses

## 4.0 Criteria

### 4.1 Consultation

If we plan on decanting you away from your current home, we will consult with you first. If we are redeveloping the property and agree you can return to the property afterwards, we will ask for your views on how it should look, and what amenities should be available.

### 4.2 The right to return

You have no automatic right to return to the property you are decanted from. However, we are committed to keeping communities together where possible. Whether you can return depends on a number of factors, including if the property will be the same size after

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redevelopment, whether it's not suitable due to medical or mobility needs, and the views of the Local Authority.

## 4.3 Moving Homes

Regardless of your circumstances, we will meet with you to assess your needs and determine the best way forward. The Officer will make recommendations and decant status to our Operations Director for approval and written confirmation will be sent to the affected resident of the outcome.

## 4.4 Temporary moves

If the decant is due to repairs needed, you will usually return to your home once the repairs are complete (unless the works scheduled are to take longer than six months - see permanent moves 5.0).

## 4.5 Emergency decants

If you have to move due to an emergency (for example in the event of a fire or flooding) we will support you in making an application to the Local Authority's Homeless Person's Unit for temporary accommodation, while we carry out repairs. We are a small housing provider and have an exceptionally low number of available homes for a short term move.

4.6 If we are able to make an insurance claim due to the nature of the repair and the Local Authority will not house you, we will make arrangements for temporary accommodation for you, while repairs are carried out.

4.7 Unless a tenant is vulnerable, they will be expected to:

- Ensure all members of their household are aware of decant arrangements
- Pack their own belongings;
- Provide vacant possession of the property they are leaving, by the agreed departure date
- Ensure the property is cleared of all their possessions. Any items left will be cleared and disposed of, the cost of which will be recharged.

4.8 RHS recognises that vulnerability can occur at different points in a person's life and there are a number of reasons for consideration including:

- Mental health concerns
- Learning disability or difficulty
- Sensory difficulties
- Being frail and elderly
- Alcohol or substance misuse problems
- Domestic abuse, safeguarding or harassment experiences

4.9 In most cases, when a homeowner needs to vacate their property, this will be outside of this Policy. For example, if undertaking your own refurbishment. In those cases, homeowners are responsible for finding and funding their own alternative accommodation.

4.10 If a homeowner is subletting, and the occupation by their sub-tenant or a member of their household requires special provisions, we usually expect the homeowner to make alternative arrangements for their tenant.

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## 5.0 Permanent moves

### 5.1 Tenants

In some circumstances we may make a direct offer of temporary accommodation. When you move, we will continue to charge you the same rent at your new property, unless you move to a property with more or fewer rooms.

### 5.2 Leaseholders

We will buy out your stake in the property at market value and pay you compensation (see 'Compensation Payment' below) so you can buy or rent on the open market.

## 6.0 Compensation Payments

6.1 There are two types of compensation payments (governed by the Land Compensation Act 1973) which apply if a tenant is permanently decanted:

- Home Loss Payment
- Disturbance Allowance

6.2 Under the terms of the RHS tenancy agreement, tenants have the right in certain circumstances to receive a Home Loss Payment and a Disturbance payment.

6.3 The home loss payment is to compensate for the loss of homes, due to redevelopment or improvement works.

6.4 A tenant is required to meet all of the following criteria to qualify for a home loss payment

- Tenants must have been in occupation of the property as their principal home for a year, prior to the displacement or decanting
- The move must be permanent
- The claimant must have occupancy rights

6.5 Home loss payment is not payable to tenants where the properties are to be transferred or disposed / sold to a third party / non charitable subsidiary and the decanting is to facilitate the sale, rather than to enable the housing association to carry out redevelopment or improvement works.

6.6 If a tenant is entitled to a Home Loss Payment and owes debt to RHS such as rent arrears, these will be offset against the amount granted.

6.7 If for any reason a tenant has to move out of their home because of major repair requirements resulting from their own damage or neglect, they will not be entitled to any payment.

6.8 Disturbance allowance payments will be deducted from Home Loss Payments. RHS reserves the right to make discretionary payments where the statutory condition is not fulfilled.

6.9 Where there are joint tenants, one Home Loss Payment will be shared between them.

6.10 Payments to tenants will be made following return of keys and satisfactory inspection of the vacated property. Payment will be issued within ten working days.

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## 7.0 Disturbance allowance

- 7.1 Where there is no statutory entitlement to Home Loss Payment and a tenant is permanently decanted, we will pay a Disturbance Allowance.
- 7.2 Disturbance allowances are governed by the Land Compensation Act 1973 where a tenant is being permanently displaced. The amount payable is compensation for losses or expenditure arising as a natural and reasonable consequence of being disturbed. RHS will reimburse the costs should the tenant find it difficult to meet the payment.
- 7.3 RHS will pay reasonable expenses involved in moving home. These will be agreed in advance and payable on production of receipts. If a tenant has difficulty paying these costs, RHS may consider paying these costs directly to the service provider.
- 7.4 The following example expenses will be considered:
- Removal costs
  - Redirection of post
  - Disconnection and reconnection of appliances and utilities
  - Redecoration (a redecoration allowance will be given where this is appropriate)
  - The cost of altering soft furnishings, i.e. refitting carpets, altering curtains and blinds and re-fixing curtain rails
  - Cost of providing new curtains and carpets where those from the old home cannot be adapted to fit. A maximum allowance per property size exists and is reviewed annually
- 7.5 Tenants may opt for RHS to arrange for the following services to be provided for them:
- Providing a removal company. However, tenants will be expected to pack their own belongings
  - Arrange for an approved contractor to assist with the disconnection and reconnection of gas/electric appliances, dishwasher and washing machine
  - Arrange for carpets to be supplied and fitted into your home
- 7.6 We will consider other expenses if you have been temporarily decanted to a property with fewer bedrooms (and you were not under-occupying) or you lose access to another room or to a garden, you can apply for compensation.
- 7.7 If you stay at a hotel, you may be entitled to a food allowance. Also, if you stay with friends or family, you may be eligible for further allowances.

## 8.0 What will happen if I refuse to decant?

- 8.1 We want to work with you as much as possible when a decant is needed. However, if you refuse to move when a decant is necessary, we will take legal action to require you to move.
- 8.2 If you are a tenant, we will always ensure we make at least one reasonable offer of accommodation before applying to Court. We will try to make an offer as near to your criteria as possible, however the options available depend on the properties we have available at the time.
- 8.3 RHS has a duty to ensure that homes are allocated fairly and equitably and we ensure our policies do not discriminate for or against, any specific protected groups.

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- 8.4 All customers will be allocated a dedicated Officer to respond to any enquiry and to guide them through the decant process, providing solutions to meet the needs of that individual.
- 8.5 Tenants assessed to be vulnerable due to their age, physical disability or mental health and are likely to experience difficulty moving without the provision of extra support may be offered the following assistance:
- Provision of advice on the decant process
  - Packing and removal service will be arranged
  - Help with clearing unwanted items from the property
  - To provide necessary adaptations identified as part of the assessment of their housing need
  - Working with other agencies in connection with any care or support needs
  - Liaising with family members or other recognised advocates
  - Where required, working with Occupational Therapists to ensure household members who have special needs are offered suitable alternative accommodation

## 9.0 Confidentiality

- 9.1 RHS is registered with the Information Commissioner and any information you provide will be treated in accordance with the requirements of the Data Protection Act.
- 9.2 RHS will use information provided by tenants to assess housing need, provide suitable alternative housing or ask others to do so on our behalf. We will share information with others only for this reason and with the consent of the tenant applicants unless there is an emergency (e.g. life or the personal safety of any person is likely to be at be risk if we did not provide some information) and we cannot reasonably get consent.

## 10.0 Standards and probity

- 10.1 It would be inappropriate for a member of the Board or Committee or a member of staff to take advantage of their additional knowledge or relationships to gain information or advice that is not generally available to other tenants and could benefit their own or a relative's prospects of housing. Members or employees (or their relatives) who are tenants of RHS will be decanted as set out in this policy and procedure.
- 10.2 To ensure transparency, Board / Committee or staff members are required to disclose close relationships to RHS when first contacted about any potential offer.