



Ongo Homes

Decant Policy

May 2024

Owner: Lettings and Homeless Services Manager

<u>Version No.</u>	<u>Purpose/Changes</u>	<u>Approval Date</u>	<u>Approved By</u>	<u>Suggested Review Date</u>
8.0	Update to reflect recommendations in Housing Ombudsman determination	09/05/2024	HoST	May 2027
7.0	Annual review following full review	10/08/2023	HoST	August 2026
6.0	Full review following org review	23/08/2022	Community Voice	August 2023
5.0	Health check	01/02/2018	HoST	February 2021
4.0	Health check	03/09/2014	Heads of Service team	August 2017
3.0	Health check	22/05/2013	Heads of Service team	March 2015
2.0	Full review	05/03/2012	Operations Committee	March 2013
1.0	New policy	01/11/2010	Operations Committee	November 2012

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1. Our policy...

- 1.1 There may be times, for safety reasons or to avoid excessive disruption to the household, when we ask our tenants (and those who live with our tenants) to move from their home to another one either temporarily or permanently. We call this 'decanting'.
- 1.2 Sometimes, unforeseen emergencies occur that we have no control over – for example, a fire or a flood. In these instances, it may be necessary to decant our tenants (and those who live with them) for a short period of time.

2. It applies to...

- 2.1 This policy applies only to tenants (**not** leaseholders) who are required to move from one home to another on a temporary or permanent basis.

3. Because we want to...

- 3.1 The aims of this policy are to make sure that:
- The health, safety and housing needs of our tenants and their households are considered at all times
 - Disruption and inconvenience are kept to a minimum for our tenants, and their household
 - Our tenants and their households are appropriately supported and kept informed for the duration of the decant

4. We will...

- 4.1 There are several reasons a decant may be required:
- Where an unexpected event has caused a property to become uninhabitable, for example a fire or flood or another emergency incident
 - When structural work is required that may raise health and safety or wellbeing concerns
 - When works are in progress and the property cannot be secured overnight
 - When vital facilities such as hot water/heating/toilet and bathing facilities will be unavailable for prolonged periods
 - Pre-planned major improvement works, demolition or de-commissioning of current home, can result in need for long term or permanent move being necessary
- 4.2 We will assess all cases individually, taking our tenants and their household's personal circumstances into account when deciding as to whether a decant is required. When coming to a decision, we will consider the following:
- The expected duration of the works

- If any services will be unavailable and what they are
 - The level of disruption, inconvenience, noise, dust and other health, safety and wellbeing risks
 - The needs of the tenant and their household members to ensure suitable accommodation is provided
- 4.3 Wherever possible, if a decant is required, we will give our tenants at least 2 months' notice to ensure they are able to prepare. This will not be possible in the case of emergency decants.
- 4.4 We will keep our tenants informed of progress throughout the duration of the works providing regular updates as agreed.
- 4.5 Dependent on how long a decant is required for or the circumstances requiring a decant we will arrange and provide temporary accommodation for the duration of the repairs to the property taking into account the tenants needs where possible.
- 4.6 Where a decant is required for less than 28 days or in an emergency situation we may work with relevant Local Authority to arrange and provide emergency temporary accommodation.
- 4.7 Where possible the tenant's belongings will remain in the permanent home. When this is not possible storage will be arranged.
- 4.8 Where a longer term decant will be required, we will aim to arrange alternative accommodation from within our own stock where possible.
- 4.9 All alternative accommodation options will be considered to ensure the essential needs of the household are met.
- 4.10 Tenants will not be able to access their home during the time of the temporary decant. This is to ensure the health and safety of the tenant and their household and also to ensure the progress of the works being carried out is not impacted.
- 4.11 If a planned permanent decant is required, tenants will be given priority for all properties they are eligible for in line with the appropriate CBL scheme or offered a direct match.
- 4.12 In circumstances where a Direct Let is required, in the case of two decanting tenants wanting the same property, priority will usually be given based on the length of the current tenancy except where:
- A tenant has serious extenuating circumstances e.g., terminal illness

- The property is adapted - a professional opinion will be sought to ensure the property meets the tenant's requirements

4.13 In circumstances where we are unable to re-house a tenant from within our stock, we will work in partnership with other housing providers & local authorities to maximise opportunities.

4.14 We will only offer alternative accommodation that meets the essential needs of the tenants and their households. If tenants refuse offers of accommodation that meet their essential needs we may have to commence court action to remove the tenant (and their household) from the property.

4.15 We want to minimise inconvenience and / or financial loss as a result of the disturbance. Each case will be assessed on individual circumstances.

4.16 Where a decant is a result of an incident that may lead to an insurance claim, Ongo's Insurance team will be notified at the earliest opportunity. The Insurance team will conclude whether the insurance provider should be notified and whether a claim will subsequently be made.

4.17 We may be able to cover costs for alternative accommodation, storage of contents and the cost of accommodating domestic pets, depending on the insurance policy we have in place at the time.

4.18 **Home loss payments**

4.18.1 Home loss payments are governed by the Land Compensation Act 1973 and the amount payable is fixed by statute. The payments are intended to compensate for the upheaval and personal upset involved in an involuntary move. The home loss payment is reviewed every year in October in line with the Home Loss Payments (Prescribed Amounts) (England) Regulations for the appropriate year.

4.18.2 A tenant is required to meet **all the following criteria** in order to qualify for a home loss payment:

- They must have occupied the property as their sole and principal home for a period of one year prior to the date of displacement
- The move must be permanent
- The tenant must be an assured tenant or any person with any 'interest in the dwelling house*'
- The tenant must be unable to move back to the property. It will not apply if a tenant could move back but chooses not to do so

- The property must be substantially different and unsuitable for the tenant after the building works have been completed

* Obtain legal advice prior to approving a home loss payment for any person who is not a tenant but states that they have “an interest in the dwelling house”

4.18.3 We will deduct from the payment any rent arrears, rechargeable repairs, court costs and any other monies that are owed to us which may include 4 weeks rent in advance for new tenancy.

4.18.4 Joint tenants share one payment between them. One payment per property is allowed.

4.18.5 Tenants can make a claim for home loss payments up to 6 years after the move and payment must be made within 3 months of claim. Homeloss payments will be processed once the former account has been terminated and rent account is finalised.

4.18.6 We will where the tenant is deemed to be vulnerable, purchase essential household items and deduct the cost from the home loss payment with the prior agreement of the tenant.

4.19 Licence agreements

4.19.1 During a temporary move, tenants will sign a license agreement for use and occupation for the temporary accommodation. Tenants will not be charged rent in respect of the temporary accommodation.

4.19.2 We remain the landlord and the tenant will retain existing tenancy rights and responsibilities and must continue to pay rent for the permanent home.

4.19.3 Once the work is completed tenants are required to return to their existing or new permanent home.

4.19.4 We will give reasonable consideration if the tenant requests to remain at the temporary accommodation as a permanent address. This may be possible but will be assessed on a case-by-case basis. If the application to remain is refused but the tenant does not move back, we will apply for a court order that instructs the tenant to return to their permanent home.

5. Making sure we do what we say...

5.1 The Lettings & Homeless Service Manager will monitor the impact of this policy to make sure it is applied appropriately and consistently throughout the organisation.

5.2 Monthly operational meetings will be held between the appropriate teams to discuss current decants and agree ways to progress where delays or issues are identified.

6. Other things to bear in mind...

6.1 This policy also links to our:

- Decant Procedures
- Reasonable Adjustments Policy
- Compensation Policy & Procedure
- Emergency Incident Procedure
- Lettings Policy
- Choice Based Lettings Policies
- Disrepair Procedure

6.2 The main pieces of legislation and regulation relevant to this policy include:

- [Defective Premises Act 1972](#)
- [Housing Act 1985 and 1996](#)
- [Home Loss Payments \(Prescribed Amounts\) \(England\) Regulations](#)
- [Land Compensation Act 1973](#)
- [Landlord and Tenant Act 1985](#)

7. We'll look at this again...

7.1 This policy will be reviewed in one year and then move to a three-year review cycle. If there are changes in legislation and/or regulation, or deficiencies are found we will review earlier.

8. What we mean...

Reference	Definition
Decanting	A legal definition used to explain the process where tenants are required to move from their homes for the reasons outlined in section 4.1
Permanent Decant	When a tenant is moved out of their property and there is no intention for them to return, or the tenant has been moved on a temporary basis and it is then agreed by all parties that the new property is more suitable for the tenant to remain in.
Temporary Decant	When a tenant is moved out of their property to allow work on the property to be carried out, with the intention of returning them to their property at the earliest opportunity.

Dedicated Officer	A member of the Lettings team will be responsible for supporting and helping tenants through all of the decant process, with the exception of routine improvement work decants. In these instances, the Regeneration Support Officer will be responsible.
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