



## Arawak Walton Housing Association

### Decant Policy

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|----------------------|---------------------------------------------------------------------------------------------|
| Approved by          | SMT                                                                                         |
| Date of Approval     | July 2021                                                                                   |
| Date issued to staff | 20/07/2021                                                                                  |
| E&D impact Assessed  | Not Applicable                                                                              |
| Date of Next Review  | January 2023                                                                                |
| Policy Ownership     | Housing Services Manager                                                                    |
| Strategic Bridges    | Value our people and our roots, We are open and accountable, We are keen financial managers |
| Legal Review         | Not applicable                                                                              |
| Version              | 1.0                                                                                         |
| Revision details     |                                                                                             |
| Statement of Values  | We value people                                                                             |

## **1. Purpose**

- 1.1. As part of the Association's commitment, it is important that we maintain our properties to meet legal requirements, to assist in sustaining communities and for good customer service. In certain circumstances this may require the decanting of the tenant into temporary accommodation whilst the work is on-going.

## **2. Scope**

- 2.1. To ensure legal obligations in relation to the tenancy agreement and health & safety are met.

## **3. Key Objectives**

- 3.1. To ensure that work is carried out promptly and efficiently.
- 3.2. To minimise disruption to the tenant.
- 3.3. To ensure the tenant is properly compensated for any losses.
- 3.4. To minimise the length of the decant period.
- 3.5. To minimise the risk of claims against the Association.
- 3.6. To ensure the tenant is full informed and supported.
- 3.7. To ensure the tenant is treated fairly.

## **4. Risk**

- 4.1. This is medium risk. The risk implication for the Association is that the stock is not maintained correctly, the risk of litigation for disrepair, risk of not complying with legislation and damage to reputation due to poor customer service.
- 4.2. In some instances, if a decant is not undertaken there will be a health and safety risk to customers who are:
  - 4.2.1. Living in property conditions that may be detrimental to their health
  - 4.2.2. Left in a property whilst work is being carried out
- 4.3. We aim to manage risk by:
  - 4.3.1. Having a clear set of policies and procedures
  - 4.3.2. Ensuring that staff are fully briefed on the policies and procedures
  - 4.3.3. Ensuring roles and responsibilities are managed by monitoring

## **5. Definitions**

- 5.1. The definition of decant is to rehouse customers while their homes are being rebuilt, refurbished or undergoing remedial work.

## **6. Actions**

- 6.1. One of the most important things to remember during the decant process, is good and accessible communication and clear information for the tenants affected by the works. This

may require translation or interpretation assistance or support from a professional support agency.

**6.2. Factors to determine whether a decant is required will include:**

- 6.2.1. The nature of the works
- 6.2.2. The likely period of disruption
- 6.2.3. The individual needs of the tenant
- 6.2.4. Health and safety
- 6.2.5. Equality & Diversity

**6.3. The following list, although not exhaustive, includes examples of where an offer of a decant would be made:**

- 6.3.1. Extensive fire damage
- 6.3.2. Full refurbishment of the property
- 6.3.3. Full house re-wire
- 6.3.4. Extensive roof repairs
- 6.3.5. Flooding
- 6.3.6. Damp Proof Course
- 6.3.7. Timber infestation.
- 6.3.8. Large Scale Adaptations

**6.4. This situation would generally be where properties are being repaired and major works carried out that make it necessary for the tenant to vacate the property during the period due to the level of disruption. This decision will be made on an individual basis.**

**6.5. Where a large-scale decant is required; a property or properties should be identified to be used for a temporary basis. The property should be in a good state of decoration with carpets, window coverings throughout, and should comply with the associations usual void standard. A maximum of £100.00 can be allowed per room.**

**6.6. Where there is a requirement to decant individual households on an ad hoc basis, officers should explore other options if the works are only short term. Look to use hotels, where a discretionary meal allowance of up to £15.00 per person per day may be payable. Other costs to consider may include additional travel expenses to school/work, hospital appointments and childcare drop offs. The relevant surveyor will be responsible for the project management of the repairs and liaison with all other interested parties.**

**6.7. The property/properties to be used will be identified by the Housing Officer.**

**6.8. The Housing Officer will visit the tenant who is to be decanted and discuss the process. At the visit the Housing Officer will identify the tenant's needs and requirements. The Housing Officer will inform the tenant of the process for the decant with estimated times. Tenants should inform their own contents insurance company of their temporary change of address. Anything left in the original property will not be insured, so they should remove everything. Points of contact should be identified, and they are responsible for keeping all parties informed. In some instances, particularly for people with a disability or large household, storage costs will be met.**

**6.9. Arawak Walton's budget will be agreed between departments in advance. For day to day decants the repair work will be charged to asset management or insurance if appropriate. Arawak Walton will cover the costs of the removals, uplift and relaying the carpets, the**

connection and disconnection of appliances. Costs to be approved by the Operations Director.

**6.10.** It is essential a lock change and gas cap off is carried out on the property under repair. Due to health and safety reasons customers must not have access to the property whilst in works. If the customer wishes to visit the property they should always be accompanied by a member of staff.

**6.11.** When moving temporarily to the new property, the Housing Officer will sign up the customer on the licence to occupy which will set out certain conditions including clearly stating the purpose of the accommodation and its intended duration. The licence should include the requirement for the customer to give up occupation of the property when the works are completed. If the decant is permanent then the tenancy should be signed under the same security as the original tenancy. The rent will remain the same as what they are already paying. This will be easier for all parties involved. If the customer is moved to a smaller temporary property than their own, the Association should try, where possible to look at organising storing large items that are not suitable for the temporary property.

## **7. Home loss and Disturbance payment**

**7.1.** Where the customer has been moved permanently, and they lived at the previous address for over 12 months, they are entitled to Home Loss payment. The level of Home Loss should be checked with current legislation. The payment should be organised by the Housing Officer and given to the customer on the day they sign for the new tenancy. Any rent arrears or monies owing to the organisation should be deducted from the Home Loss payment. Home Loss payment is only granted when the organisation is not giving the customer the option to return to their original property.

**7.2.** Customers can claim Disturbance payment irrespective of the length of their tenancy. Disturbance payment can be granted for temporary decants, where there has been unavoidable costs incurred by the customer. This covers:

**7.2.1.** 'reasonable expenses which can be shown to flow from and be incurred as a natural and direct consequence of the move from the old property to set up the new decant property'

**7.2.2.** Debts to the Association can be offset against the Disturbance payments. Disturbance payments should be made as soon as possible.

## **8. Temporary decants moving back**

**8.1.** The customer should be notified of the move date at the earliest possible time. A viewing may be arranged of the property prior to moving back in, if appropriate. This is to ensure and confirm acceptance.

**8.2.** Carpets should be relayed back to the original state. Removal van should be arranged by Arawak Walton for the date of the customer returning to the original property.

**8.3.** If the customer refuses to return to the property, a Notice to Quit should be served on the licence.

## **9. Linked Policies**

Repairs & Maintenance Policy