

# Decant

## Policy

### 1. Purpose and scope

This policy sets out how Papworth Trust (PT) will meet its obligations to tenants in the event of decant being required.

### 2. Types of decant

2.1. Papworth Trust recognises 3 types of decant.

- **Emergency** – this is when the property becomes uninhabitable, for example due to fire or flood. The tenant will be offered alternative accommodation and assistance and the aim is for the tenant to return to the property as soon as it becomes habitable,
- **Planned** – this is where major repairs and improvements mean that it is not reasonable for the tenant to remain in the property for the duration of the works, for example large scale asbestos removal or rectification of major building issues. The tenant will be offered appropriate alternative accommodation and assistance and the aim is for the tenant to return to the property on completion of the works.
- **Permanent displacement (management transfer)** – this applies when the property is to be demolished or has serious defects which render it uninhabitable for safety reasons leading to its eventual demolition or redevelopment.

The tenant will be offered permanent alternative accommodation and assistance with the move. Any statutory payments due will be made.

If a permanent displacement occurs the tenant will be granted a new tenancy. Where possible any preserved rights will be included in the new tenancy, however the tenancy agreement will be the most up to date format available at the time of the displacement.

2.2. Tenants will be advised as early as possible of the need for their permanent home to be vacated.

2.3. The preferred option is for tenants to stay with friends or relatives in the short term. If this is not possible suitable alternative accommodation will be sought. In an emergency, bed and breakfast or hotel

accommodation will be used. For longer term absences, private rented accommodation may be secured.

- 2.4. If there are multiple permanent moves occurring and a direct let is offered, the tenancy start date of each tenant will be used to give applicants priority.
- 2.5. A permanent displacement may also be offered if repairs or improvement work is likely to take a long period of time. This will help the tenant as they will not have to move more than once, and can be more cost-effective than a temporary decant.
- 2.6. If the tenant or their family members are deemed responsible for the damage to the property e.g. chip pan fire then PT will recharge the tenant once any claim has been finalised and the tenant has returned to their main home. The amount of the recharge will depend on the excess requiring to be paid to the insurers or cost of work if not an insured risk.
- 2.7. If the tenant does not have contents insurance then any cost for removing debris under an insurance claim will be recharged to the tenant if the insurers do not pay the costs.
- 2.8. Cleaning and damage costs to any privately rented accommodation which is being used for rehousing will be recharged to the tenant.

### **3. Assistance**

- 3.1. Papworth Trust will provide assistance for any type of decant. This will usually be via the tenants housing officer. Assistance will be the coordination of any support, advice, payments and where appropriate housing options applications.
  - a. Assistance will be tailored to the need of the individual tenant and will be subject to a cap for budgetary reasons.
  - b. Assistance could include packing and moving furniture, installing telephone lines, disconnection and reconnection of white goods or accompanied viewings. The cost of this assistance will be deducted from any eligible Home Loss or Disturbance Payments.
  - c. We recognise that moving can be stressful or upsetting for tenants. We are committed to making the move as easy as possible.
  - d. We will keep tenants informed on the progress of the work in their home on monthly basis as a minimum. This will take the form of an email or phone call.

## 4. Expectations on a decant

4.1. If a tenant is under-occupying a property at the time of a decant, and a temporary decant is being made, PT will normally only offer a property that is consistent with the criteria set out in the Allocations Policy on bedroom size, that is, they will be offered the size of the property that they need.

4.1.1. At the discretion of PT a property larger than required may be offered in exceptional circumstances.

4.1.2. Tenants will be provided with a licence agreement to occupy the temporary accommodation for the duration of any non-permanent decant.

4.1.3. If a tenant has rent arrears with a suspended court order in place they will be expected to pay rent in accordance with the terms of any suspended court order.

4.1.4. The tenant remains responsible for the rent on their permanent home for the period of decant and must continue to pay this. The Trust will pay the rent on the temporary property.

4.1.5. The tenant is responsible for the council tax on their permanent home.

4.1.6. The tenant is responsible for all utilities and communication services costs in the temporary accommodation.

4.1.7. PT will be responsible for the utilities namely gas/water/electric in the decanted property and meter reads will be taken at the start and end by PT. This applies only if the tenant does not have access to the decanted site.

4.2. If tenants refuse the offer of decanted properties and this refusal:

- affects the health and safety of the tenant and family
- delays the start of the planned major repair, improvement/demolition or re-development

PT can instigate legal powers to decant tenants where it is determined that the refusal is unreasonable.

4.3. Tenants will not normally be able to remain in the temporary accommodation when their permanent home becomes available for occupation. The exception to this is where a tenant is occupying another

PT property, and meets the eligibility criteria for a management transfer. For details refer to the relevant policy.

4.4. Tenants will be given as much notice as possible when their permanent home is again available for occupation. Tenants staying in bed and breakfast accommodation will be expected to move back immediately. PT will be responsible for arrangements for the removal and associated costs as detailed above.

## **5. Disturbance payments (statutory)**

5.1. Disturbance Allowances are governed by the Land Compensation Act 1973. The amount payable is relevant only to the permanent displacement of the tenants.

5.2. It does not apply to lodgers or those with only a licence to occupy.

5.3. No payment can be made if there is compensation being paid under S584A Housing Act 1985.

5.4. A Disturbance Allowance is compensation for losses or expenditure arising as a natural and reasonable consequence of being 'disturbed' and will vary per decant based on what is reasonable.

5.5. PT will meet costs associated with reasonable expenses of the move which may include:

- Costs of removal and/or storage of belongings where necessary;
- Disconnection and reconnection of appliances, gas and electricity supply, and telephone;
- Any additional rent or service charge costs (tenants will continue to be liable for rent and service charge for the permanent accommodation); Cost of redirection of mail where it cannot be collected

5.6. Additional costs incurred regarding travel costs, accommodation costs, or supplying of aids and adaptations will be considered on an individual basis.

5.7. The upper limit for all disturbance payments for permanent move claims inclusive of all components will be based on the merits of each case.

5.8. In accordance with the purpose of statutory disturbance payments, where customers have rent arrears, disturbance payments will not be used to clear the account.

## 6. Home Loss Payments (Statutory)

6.1. On occasions when tenants have to vacate their home on a permanent basis, because their home is to be demolished or substantially altered, additional compensation payments are made, based upon the statutory Home Loss Payment as defined in the Land Compensation Act 1973. This payment is per household, and will be equally split between the legal tenants.

6.2. The amount of the payment is set by legislation currently by The Home Loss Payments (Prescribed Amounts) (England) Regulations 2017 which is normally reviewed annually.

6.3. This will be offset against any monies owed to the Trust.

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

- occupied the property as their sole or main residence for a period of one year before the date of displacement
- the move must be permanent
- the claimant must be an assured tenant with occupancy rights
- payment must be claimed directly by the person affected and is subject to a maximum time period of six years from displacement

6.5. If a situation arose where a tenant who was being permanently displaced requested a move back to their original area and it became possible to offer them their previous accommodation, this would constitute a temporary decant and no home loss payment would be made.

6.6. Where tenant entitled to receive a home loss payment dies before receiving it any other adult (18+) who has been living in the property as their main residence for a minimum of 12 months preceding, who has legal right to inherit it through the will of that person can apply for it so long as they have a legal right to succession of the tenancy.

6.7. If a tenant is entitled to a Home Loss Payment and has rent arrears, or has any other debt to PT, these will be offset against the amount granted.

6.8. If the permanent displacement is a voluntary decision as a result of repair work, the tenant is not entitled to a Home Loss payment.

6.9. If tenants are evicted before being decanted, they will not receive a Home Loss Payment.

6.10. If for any reason a tenant has to move out of their home because of major repairs resulting from damage or neglect to their home, then the tenant will not be entitled to any payment.

## 7. Discretionary Disturbance Payments

- 7.1. These are *discretionary* compensation payments for losses or expenditure arising as a natural and reasonable consequence of being *temporarily* 'disturbed' and will vary per decant based on what is reasonable.
- 7.2. PT will consider costs associated with removals including:
- Costs of removal and/or storage of belongings where necessary;
  - Disconnection and reconnection of appliances, gas and electricity supply, and telephone;
  - Any additional rent or service charge costs (tenants will continue to be liable for rent and service charge for the permanent accommodation);
  - Cost of redirection of mail where it cannot be collected
- 7.3. Additional costs incurred regarding travel costs, accommodation costs, or supplying of aids and adaptations will be considered on an individual basis.
- 7.4. If there are no cooking facilities in the temporary accommodation, the upper limit of £15 per adult per day and £7.50 per child (over 6 months and under 12 years) per day may be made. If the accommodation includes breakfast, the upper limit will be £10 per adult per day and £5 per child (over 6 months and under 12 years).
- 7.5. The upper discretionary disturbance limit for all temporary move claims inclusive of all components will be based on the merits of each case.
- 7.6. PT do not provide financial support where it would be reasonably expected for a tenant to have household insurance and where the costs could have been met by that policy cover.
- 7.7. PT do not offer discretionary payments in the case of an emergency decant. However PT will consider a welfare payment for tenants who may need some financial support in these instances and this will be managed on a case by case basis.

## 8. Eligibility for any payments or assistance

Eligibility starts when PT make a final decision on what they are going to do and work starts. Any prior work for example options appraisals do not provide eligibility for any payments.

- 8.1. Where the tenant is due to return to the property following a period of decant all payments will be agreed on an individual basis
- 8.2. Any rent arrears or rechargeable repairs will be deducted from any payments made

- 8.3. Disturbance payments do not apply where tenants are moved out for emergency decant reasons
- 8.4. If for any reason a tenant has to move out of their home because of major repairs resulting from damage or neglect to their home then the tenant will not be entitled to any payments
- 8.5. Tenants will be restricted to only one Home Loss payment or one set of home disturbance payments, which means we will need to inform individuals not to move into buildings which are scheduled for closure or refurbishment in the future, if they want to move permanently.
- 8.6. Any agreed costs will only be paid when evidenced by receipts or bills and PT have the final decision on eligibility
- 8.7. All receipts must be received within 6 months of the move.

## **9. Leaseholders and Shared Owners**

- 9.1. PT will consult leaseholders/shared owners about any major works (under Section 20 where appropriate) before any discussions about possible decanting.
- 9.2. If decanting is considered necessary consultations will start with the affected leaseholders/shared owners.
- 9.3. If PT's ability to carry out major works to the structure of a building was hindered by a leaseholder/shared owner, PT may have to seek legal advice on the way forward if a resolution cannot be found that is mutually agreeable.
- 9.4. Eligibility for any type of payment will depend on the terms of the lease or shared ownership agreement.

## **10. Consultation**

- 10.1. PT will consult with the tenants affected at the earliest possible stage and will seek to involve the affected tenants as far as possible

## **11. Equality Impact Assessment**

- 11.1. It is recognised that the decanting of certain types people or families may have a more negative impact on them and their lives than some other people.

11.2. PT understand that the following groups/types people may be more affected:

- Those who have lived in the property for a substantial amount time
- Older people – particularly over 75 years
- People with a disability
- Pregnant persons or those with a new-born
- Large families
- Those living in rural locations

11.3. PT will seek to engage at an earlier stage and look to see what other external assistance may be able to be offered to these persons following discussions with them.

## **12. Surveys**

12.1. All tenants will be surveyed following the moves and the information used to inform best practice in the future

## **13. Complaints**

13.1. All complaints should follow the standard complaints process if they cannot be resolved informally

## **14. Acts, Events or Occurrences beyond organisational control**

Circumstances may arise where there are Acts, Events or Occurrences beyond the control of Papworth Trust. Examples of this include civil unrest, war, pandemics, natural disasters etc. In these situations, guidance will be sought from the directing body at that time e.g. local authorities, central government, military. Papworth Trust will adhere to any changes that are administered which may lead to short, medium or longer term changes to this policy and any timescales.

In these circumstances we will communicate changes by our website.



## 15. Document control

Author Business Manager, Housing Management  
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### Version tracker

Version number	Date	Comments/Reason for issue
1.0	March 2019	New policy
2.0	July 2020	Revised due to Covid19 – S14 added (approved by Director of Operations).
3.0	March 2022	Reviewed, minor tweaks made

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