

Tenant Decant Policy

1. Purpose

- 1.1. This policy covers circumstances where it is necessary for tenants to vacate their home temporarily or permanently to enable major works to be carried out or where a property has become uninhabitable due to an emergency event such as a flood or fire. Hastoe recognises that this can be a disruptive process for residents and therefore seeks to ensure that decants are well managed and residents receive appropriate support.

2. Scope

- 2.1. This policy applies to all Hastoe social housing tenants. Market rent tenancies or any other non-social housing tenancies will be dealt with in line with any statutory requirements and contractual obligations.
- 2.2. The policy does not apply to lodgers or licensees as Hastoe has no legal duties in this respect.

3. Permanent decants

- 3.1. Very occasionally Hastoe may require a household to move permanently from their home. For example this may occur where there is a major redevelopment of an area including the demolition of existing homes or where major repairs will take a considerable time.
- 3.2. For tenants who are required to move permanently we will provide suitable alternative accommodation (this may be through working with partners) with at least equivalent security of tenure and work with the tenant to meet their requirements and preferences, where possible.
- 3.3. We recognise that tenants will require adequate notice of the need to permanently move and that timescales may vary according to circumstances. We will therefore look to agree appropriate timescales with each tenant.
- 3.4. Tenants who have been living in their home for a year or more and are required to move permanently can claim a statutory home loss payment and a statutory disturbance payment.

Statutory Home loss

At the time of completing this policy the statutory home loss payment is £6500 (from October 2020).

Statutory Disturbance Payment

Statutory disturbance payments cover 'reasonable expenses' incurred by the entitled person during moving. People who are displaced from properties that

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have been adapted for disabled people are also entitled to the comparable cost of those modifications.

The meaning of 'reasonable expenses' has been held by the courts to refer to expenses that relate strictly to the move, and expenses reasonably incurred as a direct and natural consequence of the displacement. Each case will be treated on its own merits.

4. Temporary decants for planned works

- 4.1. There will be a small number of occasions where planned work to a property will make it impossible for a household to remain within their home.
- 4.2. We will provide appropriate notice where we require a tenant to temporarily move out of their home. The timescale for the notice will be dependent on the urgency of the work and how long the work will take to complete. If the works are expected to take more than a week and are non-urgent we will normally provide a minimum of 6 weeks' notice.
- 4.3. If the works will only take a short time to complete the preferred option is for residents to stay with friends or relatives. Where this is not possible bed and breakfast accommodation may be provided. If it is for a longer period a number of options will be considered. This could include:
 - another Hastoe property
 - holiday let
 - other short term let
 - requesting assistance from the local authority
- 4.4. We will provide temporary accommodation which is of an appropriate size for the household being decanted and where possible within a reasonable distance of a residents' permanent home. The cost of the accommodation will also need to be appropriate to these criteria.
- 4.5. The decision to carry out a planned decant should normally be made by a manager in the team with responsibility for dealing with the issue that has caused the problem. That team will take the lead in organising temporary accommodation.
- 4.6. We will only provide accommodation to the tenant(s) and permanent members of their household. We will accept no liability in the provision of accommodation for temporary residents in the property or for any pets.
- 4.7. We will provide one reasonable offer of accommodation, if this is refused then no further offer will be made and the tenant will be advised to seek their own accommodation or contact the local authority. Any other accommodation secured by the tenant themselves, the local authority or other party will not be paid for by Hastoe.

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- 4.8. An occupancy agreement may need to be signed depending on the type of temporary accommodation provided.
- 4.9. Hastoe does not have a statutory obligation to pay disturbance costs to tenants for temporary moves. Some tenancy agreements will have contractual obligations which Hastoe will meet. We will also make discretionary disturbance payments to cover specific costs relating to a required move. Details of costs that will be covered are in Hastoe's 'Tenant Decants - Assistance with additional costs' schedule.
- 4.10. If the tenant loses the temporary accommodation as a result of an action that they, a member of their household, or visitor carried out or omitted to carry out then no further offer of accommodation will be made and the tenant will be advised to find their own accommodation or contact the local authority. Any other accommodation secured by the tenant themselves, the local authority or other party will not be paid for by Hastoe.

5. Emergency decants

- 5.1. An emergency decant will occasionally be required when an unforeseen event such as a fire or flood occurs and a home is immediately uninhabitable. This could also occur where there is loss of essential facilities at a property due to component failure and where the fault cannot be rectified within the emergency repair timescale.
- 5.2. A decant may also be required under Awaabs law:
- 5.2.1. If an emergency hazard cannot be made safe within 24 hours.
 - 5.2.2. If a significant hazard cannot be addressed within a 12 week time frame
 - 5.2.3. If the property remains unsafe for occupation during or after the investigation and repair planning, this is to be determined by the regional Repairs Officer.
- 5.3. Where the reason for the emergency decant is an “insured risk” (i.e. fire, flood, storm, malicious damage etc.*), Hastoe’s insurer may offer alternative accommodation to the resident. Where the reason for the decant is covered by Hastoe’s insurance, point 7 of this policy will apply.
- 5.4. Where there is a need for an emergency decant, the preferred option is for the household to stay with friends or relatives. It is recognised that this will not be an available option for some households.
- 5.5. To ensure an emergency situation is responded to effectively Hastoe will assist with arranging emergency temporary accommodation and cover the cost where required. Hastoe does not have a statutory responsibility to provide emergency re-housing where a household is made temporarily

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homeless in an emergency situation. This responsibility resides with the local authority. A household can seek assistance from the local authority if they prefer or if they are not happy with the accommodation Hastoe is able to offer.

The decision to carry out an emergency decant should normally be made by:

- 5.5.1. A manager in the team with responsibility for dealing with the issue that has caused the problem.
- 5.5.2. A Repairs Officer, Housing Officer or Contractor who has visited the home and highlighted an emergency hazard that cannot be addressed within 24 hours.
- 5.5.3. Second Escalation on Out of Hours
- 5.5.4. That team will take the lead in organising emergency accommodation.

5.6. Emergency temporary accommodation will normally be bed and breakfast accommodation. Where Hastoe is providing this assistance we will seek to find accommodation which is within a reasonable distance of a residents' permanent home, though it must be recognised that availability can be limited at short notice and where homes are situated in a rural area there may not be suitable bed and breakfast accommodation within the local area.

5.7. We will only provide accommodation to the tenant(s) and permanent members of their household. We will accept no liability in the provision of accommodation for temporary residents in the property or for any pets.

5.8. We will provide one reasonable offer of accommodation, if this is refused then no further offer will be made and the tenant will be advised to seek their own accommodation or contact the local authority. Any other accommodation secured by the tenant themselves, the local authority or other party will not be paid for by Hastoe.

5.9. If following an emergency decant longer term temporary accommodation is required we will follow the policy for providing temporary accommodation detailed for planned works decants in section 4 above.

5.10. If a tenant refuses a reasonable offer of alternative longer term temporary accommodation Hastoe will cease payment of bed and breakfast costs.

5.11. Where tenants are decanted from their home in an emergency situation and are placed in bed and breakfast accommodation a payment to assist with additional daily expenses will be made. This will be a set amount per day and will normally be transferred directly into the tenant's bank account. The amount currently payable is set out in Hastoe's 'Tenant Decants - Assistance with additional costs' schedule.

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5.12. If the tenant loses the temporary accommodation as a result of an action that they, a member of their household, or visitor carried out or omitted to carry out then no further offer of accommodation will be made and the tenant will be advised to find their own accommodation or contact the local authority. Any other accommodation secured by the tenant themselves, the local authority or other party will not be paid for by Hastoe.

5.13. During an emergency decant the Property Service Admin Team will keep residents updated on:

- 5.13.1. Expected duration of the decant
- 5.13.2. Any safety measures that are being carried out
- 5.13.3. Progress of Repairs

6. Tenant insurance policies

6.1 Where a tenant holds any insurance policy which covers the costs associated with providing temporary accommodation and moving from their home then their insurer will liaise with Hastoe's insurers to split the cost of the temporary accommodation. The respective levels of contribution are to be determined between the insurance companies subject to any limits of indemnity.

7. Hastoe's insurance policy

7.1. Where Hastoe's insurance policy covers any of the matters in this policy, the Governance & Compliance Manager will be consulted to confirm the applicability of the insurance and act as an intermediary between Hastoe and the insurer.

7.2. In an emergency situation, Hastoe should seek to place decanted residents with friends or family where available in the short-term. Where this is not possible, reasonable alternative accommodation will be arranged by the Housing team (taking in to consideration costs and the residents' personal circumstances such as distance from schools and places of work).

7.3. Hastoe will be guided by the insurance company on the appropriate level of reasonable costs.

7.4. Where Hastoe's insurance policy applies, staff will retain all records of costs associated with an emergency decant and provide them to the Governance & Compliance Manager at the earliest opportunity.

8. Tenancies, rent, other charges

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- 8.1. Where a tenant is temporarily decanted from their permanent home any tenancy for the permanent home will continue.
- 8.2. If a tenant decides to stay with friends or relatives during the decant period we will refund the rent for the period the property is uninhabitable. If a resident is in receipt of Universal Credit or Housing Benefit any refund may be repayable to the relevant body.
- 8.3. If temporary accommodation is provided by Hastoe then rent and other charges will remain payable on a tenant's permanent address.

9. Enforcement action

- 9.1. We will always seek to arrange decants with the agreement of residents. If a resident is unwilling to move out of their home to allow for necessary works then Hastoe will take the appropriate legal action to enable the works to take place.
- 9.2. Hastoe will also take legal action if a resident does not move out from temporary accommodation when their permanent home is ready for occupation.

10. Homes becoming uninhabitable due to resident damage, neglect or negligence

- 10.1. If a property becomes uninhabitable due to resident damage, neglect or negligence then Hastoe will not normally provide temporary accommodation or pay any associated costs.

11. Decisions and appeals

- 11.1. The Property Maintenance Manager or Second escalation on out of Hours is responsible for making decisions in relation to this policy that may have an element of discretion, including:
 - 11.2. Suitability of temporary accommodation
 - 11.3. Suitability of longer term accommodation
 - 11.4. Reasonable costs associated with disturbance
 - 11.5. Reasonable costs associated with meal allowances.
- 12. If the tenant is unhappy with this decision they can appeal this with the Property Maintenance Manager. There is no further right of appeal.