

# Decant Policy

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## 1 Policy Information

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## 2 Policy Statement

South Liverpool Homes (SLH) is committed to providing quality housing within our neighbourhoods. However, there may be occasions when tenants will be required to move from their permanent home into alternative accommodation. This is known as a 'decant', decants can be temporary or permanent arrangements, depending on the circumstances.

These circumstances could include major works, emergency repairs or improvements to a property, where the extent of the works means that the tenants cannot stay in their home temporarily.

Decants are also necessary when a home needs to be rebuilt, demolished or disposed of to enable effective asset management and regeneration is taking place, meaning a tenant will need to move from their home permanently.

SLH's Decant Procedure details further the process to be followed for managing decants, this also highlights payments SLH will make for temporary and permanent moves to cover reasonable costs as well as statutory disturbance and home loss payments.

This policy details how we will work with tenants throughout the decant process to ensure the disruption to their lives is kept to a minimum, their rights are upheld and they are supported.

## 3 Policy Aims & Objectives

The aims of this policy are to:

- Outline the circumstances in which a decant may be required and define the different types of decants
- Manage decant proceedings in an efficient and equitable manner ensuring tenants' rights are adhered to
- Cause the least possible disturbance to tenants who are obliged to decant on either a temporary or permanent basis
- Set the parameters where financial reimbursement may be required in the event of a decant and outline the statute which sets the value of payments
- Ensure effective communication and support is provided to tenants throughout the process.

## 4 Decant Policy

Decanting is a legal definition used to explain the process where tenants are required to move from their homes, due to the reasons stated in the policy statement above. These plans may involve demolition or major repair or improvement to the home (resulting in a significant change of character to the home, e.g. building an extra room) and will require the tenant to move out, either temporarily or permanently.

SLH will ensure that during the decant process, the following tenants' rights are adhered to:

- Have their home and belongings treated with respect
- Be kept informed by SLH of the details and progress of their decant
- Be remunerated with reasonable costs and expenses incurred through the 'disturbances' of a decant or home loss payment.

In managing the decant process, SLH reserve the right to:

- Exercise discretion in the non-statutory aspects of this policy – which must be communicated to the tenant(s)
- Make project specific changes to the property during temporary decants
- Make changes to the conditions of a planned and programmed decant at different phases where the project requires – this must be communicated to the tenant(s).

In maintaining the decant process successfully, SLH has the responsibility to:

- Carry out a Decant Needs Assessment to determine requirements for the decant and provide the relevant support (see Appendix D of Decant Procedure)
- Work with tenants, where possible, to agree the terms and conditions of a decant
- Keep decanted tenants and all staff involved in the decant abreast of the details and changes
- Complete a satisfaction survey at the end of each decant to assess satisfaction.

## **4.1 A Permanent Decant:**

When major redevelopment or demolition work is being undertaken, or a property significantly altered, the tenant could be permanently decanted.

A permanent decant will result in cases where the tenant cannot move back to their original home due to demolition or change of use and is a permanent move to an alternative home where a new tenancy is created. SLH will work with the tenant to offer a suitable new permanent home.

Prioritisation for permanent decants is determined within the Allocations Policy, priority assessment criteria at Appendix B. The tenant will retain the same type of tenancy and any protected terms will be transferred to the new tenancy:

*Preserved Right to Buy* – this is attached to the person rather than the property. If a secure tenant is being permanently moved, they will be signed up to a new assured tenancy agreement with protected right to buy.

*Right to Acquire* – this is attached to the property rather than the person. If an assured tenant is being permanently moved they may lose their right to acquire. Where possible, tenants will be moved into an alternative home

which also has the right to acquire. This will ensure that the resident is not disadvantaged by the move. When moving the resident into an alternative property where right to acquire is not possible, SLH will ensure it is explained to the resident before they move.

If a permanent decant is refused to allow either demolition or redevelopment, SLH may seek an Order for Possession through the Courts.

Where a tenant holds an Assured Shorthold Tenancy, SLH is not obliged to permanently rehouse a resident. However, SLH would work with the Local Authority to provide advice and support.

#### **4.2 A Temporary Decant:**

When a tenant is moved out of their home, to enable work on the home to be carried out, with the intention of returning them to the home at the earliest opportunity.

The tenant will be required to continue paying rent on their original tenancy and will not be charged rent on any mode of alternative accommodation. If the tenant has been decanted into an alternative SLH home they will be required to sign a Temporary Decant Agreement (Common Law Tenancy). The tenant will have no right to stay in the temporary accommodation and must return to their permanent home.

If the tenant refuses to return to their permanent home, then SLH should remove their permission to occupy the temporary accommodation, this must be done in writing. The tenant will then become an unauthorised occupant and SLH will seek possession of the property through the County Courts.

#### **4.3 An Emergency Decant**

When a tenant is moved in the event of an emergency that poses a health and safety risk, the tenant will be decanted as soon as possible on a temporary basis. If the tenant cannot arrange their own alternative accommodation e.g. stay with family or friends then SLH will provide the most suitable accommodation possible for the duration of the decant, this could be another SLH property or short-term rental accommodation such as hotels, B&Bs or apartments.

Once the immediate emergency has past, SLH will either return them to their home. If the emergency is prolonged SLH will consider following the temporary decant procedure. By their very nature, no emergency situation will be the same. However, the priority of SLH will always be the safety of residents and their possessions.

#### **4.4 Decanting Leaseholders and non – residents**

##### **4.4.1 Leaseholders**

SLH will consult leaseholders about any major works (under section 20) prior to any discussions about possible decanting. However, once the necessity of decant has been decided SLH will start consultation on the proposed decant. SLH has no automatic right to decant leaseholders, any decanting and

compensation paid to the leaseholder must be through negotiation.

If such a situation arises SLH will consult leaseholders at the earliest opportunity and strive to seek the most equitable solution. It is possible in some cases SLH may have a right to decant a resident to enable major works to be carried out under the terms of their individual lease.

Ultimately if SLH's ability to discharge its repair and maintenance responsibilities (likely to include major works to the structure of the building) was hindered by a leaseholder SLH would take legal advice on the way forward.

#### 4.4.2 Non – tenants

SLH has no automatic right or responsibility to decant non-residents of SLH, any decanting and compensation paid to them must be through negotiation. If such a situation arises SLH will consult with them at the earliest opportunity and strive to seek the most equitable situation. Where a situation arises whereby a repair to a SLH home requires the temporary relocation of a neighbouring home not in SLH ownership, SLH will discuss and negotiate the terms of this with the neighbour.

### 5 Right to return

Residents who have to move due to:

- Major works - will have a legal right to return
- Remodelling - will not have a legal right to return

However, if the situation arose where a tenant was being permanently decanted, requested a return to their area and it was possible to offer them their previous accommodation (possibly remodelled), this would constitute a temporary decant (even if the decant was for a long period) and no home loss payment would be applicable.

SLH will, as far as reasonably possible, ensure existing tenants can return or remain in the locality. However, this may not always be possible particularly when a scheme is being remodelled with fewer homes than originally. If this is the case SLH will work with residents to provide options for rehousing.

### 6 Customer Responsibilities

As part of the decant process, tenants have the responsibility to:

- Inform SLH of any conditions, support and needs that would require consideration when planning or during their decant
- Keep full and legitimate records and proofs of purchase for expenses incurred as part of the decant
- Pack and prepare for the move, or to inform SLH if they require support with this
- Inform utilities companies (gas, electric, water, sky/cable TV, telephone) of their decant

- Notify the local authority responsible for any Housing Benefit or Council Tax of the decant
- Look after their temporary home whilst they reside in it.

## 7 Compensation Payments

SLH will make payments to a tenant moving under this policy, to ease the financial burden that a permanent or temporary move can have. Payments fall into three categories:

- Disturbance- statutory payments
- Home Loss Payments- statutory payments
- Assistance payments- discretionary payments

All payments including those made at the discretion of SLH may be offset, wholly or partly, against debts owed to SLH.

### 7.1 Disturbance Allowance (Permanent Decants)

In accordance with Section 29 of the Land Compensation Act 1973, SLH will pay a Disturbance Allowance, for any tenant moving under this policy, who was the tenant at the time of the decant decision.

The basis of the Disturbance Allowance is to ensure the tenant is not financially out of pocket due to the move.

All Disturbance Allowance payments will be agreed in advance and must be approved by the Head of Assets.

Payments can either be:

- a one-off payment of £750 without receipts, or
- SLH will pay 'reasonable' costs for moving, which should be evidenced by receipts. 'Reasonable' costs for moving does not include replacing a tenants current belongings with new.

The resident will receive a copy of the agreed payment method to sign ahead of any move.

Once finalised no further payments will be approved.

Examples of the items which can be included are:

- The actual cost of removals and/or storage of belongings
- The cost of new or alteration of soft furnishings, e.g. carpets and curtains
- Disconnection and reconnection costs for existing fixtures and fittings e.g. telephone, cooker, washing machine and other plumbing
- Redirection of mail
- Purchase of cookers if energy supply is different in the new home



- Storage of any belongings not able to be taken into the new home for duration of decant
- Redecoration allowance (if necessary) for new home.

## 7.2 Home Loss Payment (Permanent Decants)

In accordance with Section 29 of the Land Compensation Act 1973, all tenants permanently decanted (that meet below requirements) are entitled to a Home Loss Payment.

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

- They must have occupied the home as their sole or main residence for a period of 12 months prior to the date of displacement
- The move must be permanent
- The claimant must be;
  - An assured /secure tenant
  - An employee in a tied home
  - A spouse with occupancy rights.

The current amount with effect from 1 October 2023 as stipulated by Government is a flat rate payment of £8,100. If, however there are any leaseholders permanently displaced due to SLH development / regeneration the payment calculation differs (i.e. it is a % of market value and ranges from £8,100 to a maximum of £8,100).

The payment must be claimed directly by the person(s) affected and is subject to a maximum time period; under 1973 Act s 32(7a) a claim for the payment must be made within six years of the person's displacement.

All payments can be offset against any outstanding debts owed by the tenant to SLH.

All payments must be approved by the Head of Assets.

## 7.3 Assistance Payments (Temporary Decants)

SLH will offer additional support to residents who have to move under this policy. This will include reasonable reimbursement of:

- Extra travel costs whilst in temporary accommodation, related to work, education, medical, support or religious needs
- Food, drink and clothes whilst in temporary accommodation
- Laundry costs whilst in temporary accommodation
- Costs of kennels etc. for pets if they cannot be accommodated in any temporary accommodation.

Assistance payments must be approved by a Manager in the Neighbourhoods or Asset Services Team.

There will also be tenants that need additional assistance for example helping to pack, helping to arrange general living requirements. SLH will fully support these tenants either through direct support or by working with relevant agencies.

## **8 Policy Review Considerations**

### **8.1 Equality Analysis**

An equality analysis completed to identify and respond to any adverse impacts the policy may have on particular groups. Outcomes have been included within this document.

### **8.2 Customer Influence**

SLH ensure tenants are involved in shaping and influencing the services we provide.

This policy has been designed with input and approval from SLH's Customer Service Committee. It has also been influenced by learning from previous decant cases.

### **8.3 Statutory and Legislative Framework**

SLH has developed this policy in line with the regulatory framework and legislative framework, which includes:

- Landlord and Tenant Act 1985, 1987, 1988
- Commonhold and Leasehold Reform Act 2002
- Land Compensation Act 1973
- Planning and Compensation Act 1991
- Social Housing (Regulation) Act 2023
- Housing Act 2004
- Data Protection Act 1998
- General Data Protection Regulations 2018
- Human Rights Act
- Equality Act 2010

### **8.4 Link to other policies**

This policy is not operated in isolation, the following policies are also considered when delivering our response to decanting residents:

Allocations Policy

Hate Crime Policy

Domestic Abuse Policy

Repairs and Maintenance Policy

People Strategy (Residents)

Chargeable Repairs Policy

Safeguarding Adults Policy

Safeguarding Childrens Policy

Information Security Policy

Data Protection Policy

Compliance Policy

Customer Feedback Policy

Tenancy Management Policy

Anti-social Behaviour Policy

Buy Back Policy