The Havebury Housing Partnership Decant Policy
HS 056

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Relevant corresponding Policy *(procedures only)*			
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1 Introduction

1.1 This policy recognises that occasions do arise when we need to relocate individuals (or groups) of our tenants or residents temporarily or permanently. Decants are usually necessary when a property needs major repairs work or needs to be refurbished or modernised. Decants are also necessary when a property needs to be rebuilt or disposed of to enable effective asset management, in line with our Asset Management Strategy. There are also times when an emergency decant is required, which will be managed in line with our Serious Incident Procedure.

1.2 This policy sets out the approach we will take when customers need to be moved from their homes on either a temporary basis because of major works; or if we plan to re-model, demolish or dispose of the property on a permanent basis.

2 The aims of this policy are to:

- manage decant proceedings in an efficient and equitable manner
- cause the least possible disturbance to residents who are obliged to decant on either a temporary or permanent basis.
- establish a basis for financial and practical support for residents.
- allow us to deliver our strategic asset and regeneration plans.

3 Definitions

Decant	This is a legal definition used to explain the process where residents are required to move from their homes, due to the reasons stated in the introduction above (or an authority with compulsory purchase powers has redevelopment plans for their home).
Emergency decant	Where an unexpected event has caused a property to become uninhabitable, in most cases, we will apply our Serious Incident Procedure.
Temporary Decant	If works are required where the resident cannot remain, we will look to offer alternative temporary accommodation for the period of the works. This could be various options and will be considered on an individual basis considering, the length of time the decant is expected, the circumstances of the residents involved and more. It includes • Staying in B&B or hotel accommodation (board only) at our expense • Staying with friends or relatives • Temporary decant to one of our alternative void properties

Permanent Decant	In some situations, where major redevelopment work is being undertaken, a property may be demolished or significantly altered. Where this is the case, the residents would be permanently decanted. This would result in a new letting. We will provide suitable alternative accommodation for a permanent move and work with the resident to meet their requirements and preferences, where possible.
Needs Assessment	An assessment of the households individual needs will be undertaken to ensure that we capture what needs they have for the decant property.
Home Loss Payment	Home loss payments are paid to our residents or owner-occupiers who have lived in their home for 12 months or longer and are required to move home permanently because of redevelopment or demolition of their home. This payment is the statutory amount set and the up-to-date amount can be found **here.** In exceptional circumstances, we may also pay some additional supportive costs, at our discretion.
Disturbance Allowance	Disturbance payments may be made to people who are required to move to another property temporarily or to people who have lived at a property less than 12 months and are required to move home permanently. This payment is for reasonable moving costs.

4 Policy Statement

We will work with residents throughout a decant process to ensure the disruption to their lives is kept to a minimum and where applicable disturbance and home loss payments are made. We will ensure that a needs assessment is completed prior to any decant to ensure that the appropriate level of support and consideration is given to those impacted.

Where we are seeking alternative accommodation, we will work with the resident to find suitable alternative accommodation. The needs of the household will be considered, wherever possible. We will aim where possible to make a maximum of **Three (3)** suitable offers of alternative accommodation (this may not mean a like for like property is offered). This may be more or less dependent on the circumstances of the move (i.e. emergency, temporary or permanent, for example an urgent decant is needed due to emergency works required.

5 Home Loss & Disturbance Payments

This policy establishes statutory payments being made to residents. Payments

will fall into two categories:

- Statutory Payments (Disturbance Payments)
- Statutory Payments (Home Loss Payments)

All payments including those made at our discretion may be offset, wholly or partly, against debts owed to us (including rent arrears, rent due in advance, court costs or other recharges). Exceptions to this will be considered on an individual basis.

5.1 Home Loss Allowance/Payment:

Will only usually be paid for permanent moves as per Statutory Home Loss guidance (generally where a resident is displaced as a direct result of demolition or redevelopment), and where certain criteria are met, these are:

- they must have occupied the property as their sole or main residence for a period of one year prior to the date of displacement
- the move must be permanent
- the claimant must be a general needs assured (not assured shorthold) /secure tenant. Fixed term or Assured Shorthold tenancies do not qualify for these payments.

Any exceptions to the above will be considered on a case-by-case basis and will be at our discretion.

5.2 Disturbance Allowance

5.2.1 Disturbance allowance is a mandatory payment which may be made to a customer where they are required to move from another property temporarily; or to those who have lived at a property less than 12 months and are required to move permanently. Where this criterion is met, we will make a disturbance allowance payment.

5.2.2 The basis of the Disturbance Allowance is to ensure the resident(s) is not financially out of pocket due to the move and is for reasonable costs associated with the move. Items will be replaced on a like for like basis. Limitations on the value of some items might apply (details are below).

5.2.3 Examples of the items which can be included are:

- the cost of removals and/or storage of belongings (the first option for storage will be within one of our garages).
- the cost of altering soft furnishings, i.e. refitting existing carpets, altering curtains and blinds and re-fixing curtain rails
- cost of providing new curtains and carpets where those from the old home cannot be adapted to fit.
- disconnection and reconnection costs for existing fixtures and fittings e.g. telephone, cooker, washing machine and other plumbing

- redirection of mail for up to 3 months
- purchase of cookers if type of fuel is different in new home
- costs of kennels etc. for pets if they cannot be accommodated in any temporary accommodation
- reimbursement for extra travel costs related to work or education whilst in temporary accommodation.

5.2.4 Table 1 below gives maximum costs for these items.

5.2.5 We can make arrangements for the above items on the residents' behalf but if this is not an option, any claims for the disturbance allowance must be accompanied by invoices or receipts before payment will be made. Requests for reimbursements must be made within 6 months of moving to the permanent home.

6 Appeals

If someone does not agree with the outcome of the decant process, the resident should ask for this to be dealt with under our complaints policy.

7 Legislation and Regulation Legislation

Land Compensation Act 1973
Data Protection Policy Equality Act 2010
Planning & Compensation Act 1991
Equality Act 2010

8 Linked Internal Documents

HS011 Complaints policy
P032 Complaints procedure
HS016 Repairs and Maintenance Policy
Serious Incident Procedure
Decant Procedure
Vulnerable persons principles
Customer service standards

9 Diversity and Inclusion

We will ensure this policy is applied fairly and consistently to residents, in line with legislation. We will ensure no person or group of persons is treated no less favourably than any other person or group of persons.

We have completed an equality impact assessment on this policy and consulted with the Equality Diversity and Inclusion group to ensure this is accessible to all.

Table 1 – Maximum costs * these costs may be subject to increase/decrease depending on average costs at the time of calculation.

Item	Maximum Costs
Removals	3 quotes (Havebury to seek best value)
Storage	Storage costs to be sought and approved in advance of use where a Havebury garage is not appropriate.
Alterations of soft furnishings	By invoice, up to cost of a like for like replacement item.
Curtains (per pair)	117x137 £70.00 117x183 £80.00 117x229 £90.00 168x137 £95.00 168x183 £110.00 168x229 £120.00 229x137 £110.00 229x183 £130.00 229x229 £150.00
Carpets (allowing for underlay, gripper, trims and fitting)	£18.50m2 +VAT* *this cost is based on a medium range carpet via Glasswells
Other costs	As at the time of use. Costs should be confirmed to us before outlaying the funds.