

DECANT, HOME LOSS AND DISTURBANCE POLICY

Policy Classification: Management

Status: Approved

Policy Lead:	Director of Housing & Care Services
Date Approved:	June 2022
Last Review Date:	November 2018
Review Due Date:	June 2025
Review Period:	3 years unless required earlier due to changes in the law, regulation, best practice or requirement of Eildon

REFERENCE PAGE

Document Title:	Decant, Home Loss & Disturbance Policy
Aim:	To describe Eildon’s approach when tenants are required to move temporarily from their home in order for repairs or improvements to be carried out, or when tenants are required to permanently leave their home to enable demolition or redevelopment of their home.
Objective:	3 The Eildon Group will ensure the delivery of high quality, responsive and affordable housing and support services
Scope of Policy:	Customers
Nominated Officer:	Housing Services Manager
Approval Source:	Executive Team
Legal & Regulatory References:	<ul style="list-style-type: none"> • The Land Compensation (Scotland) Act 1973 (as amended by the Planning and Compensation Act 1991), • Housing (Scotland) Act 1987 • Scottish Social Housing Charter
Procedural References:	<ul style="list-style-type: none"> • Allocation Policy • Customer Leaflet – Decant and Disturbance
Consultation Completed:	Yes - staff & customers
Risk Implications:	Ensures an appropriate response when alternative accommodation is required for a tenant in an emergency, or to enable planned work to proceed. Mitigates risks of a tenant living in an unsafe property; delay to our planned maintenance programme; customer dissatisfaction and reputational damage.

<p>Equalities Assessment:</p>	<p>An Equality Impact Assessment has been carried out and identified some potentially negative impacts of the policy on people who share protected characteristics. These have been addressed within the policy to ensure equality of opportunity for all. The policy acknowledges that every tenant is different and that different tenants will have specific requirements based on their individual needs; the policy approach is to ascertain what these needs are (if any) and include these in the consideration of suitable alternative accommodation.</p>
<p>Accessibility:</p>	<p>Accessible electronically/online and in print. All documents can be translated and made available in audio, braille and large print versions upon request.</p>

1 POLICY STATEMENT

- 1.1 There are occasions when Eildon will be required to offer alternative temporary or permanent accommodation, and manage the decant of individuals, families or groups of tenants.
- 1.2 This will usually be planned when a property needs major repairs, modernisation or remodelling and it is not possible for the tenant to remain while the work is completed. However, it may also be necessary as a result of an emergency such as fire or flood. There may also be times when Eildon needs to move tenants to another home on a permanent basis.
- 1.3 In all cases Eildon will work with tenants throughout the decant process to ensure that suitable alternative accommodation is offered, and the disruption to their lives is minimised.

2 PURPOSE

- 2.1 The purpose of this policy is to describe Eildon's approach when tenants are required to:
 - a) Move from their home temporarily to enable a repair, improvement or adaptation to be completed; or

- b) Move from their home temporarily in an emergency situation following a disaster such as fire or flood; or
- c) Permanently leave their home to enable demolition or redevelopment of their home.

2.2 This policy also explains when home loss and disturbance payments will be made.

3 PRINCIPLES

- 3.1 Where it is feasible and there are no health and safety issues we will try to carry out repair and modernisation work while tenants remain in their homes.
- 3.2 When a tenant is required to move out temporarily we will try to minimise the time a tenant is out of their home and allow them to return as soon as possible.
- 3.3 We reserve the right to use an unlimited number of properties as accommodation for tenants who need to be decanted on a temporary or permanent basis. If required, these moves will have priority over all other types of allocation or transfer.
- 3.4 The decision to allow a temporary or permanent decant to take place will be made jointly by the Property Manager and the Housing Services Manager. Each individual case will be assessed on its own merits.
- 3.5 A tenant who is decanted on a temporary basis will continue to be the tenant of their permanent home and to be responsible for paying the rent, any service charge and Council Tax for that property during the decant period.
- 3.6 Eildon will arrange the temporary and permanent decant of tenants and will pay the costs associated with these decant arrangements. Details will be provided in a Customer Leaflet available on our website. Staff will agree the scope of work and indicative costs with tenants at the time of planning the arrangements.
- 3.7 Eildon will wherever possible:
 - Individually consult a tenant who needs to be decanted in order to identify needs and preferences for the decant accommodation and to agree the move details. This may not be possible in an emergency decant situation.
 - Provide clear and accurate information in advance to the tenant about the proposed decant and the decant arrangements. Again, this may not be possible in an emergency decant situation.

- Continue to keep the tenant advised on the progress of the work to their home (if they are to return) and the anticipated return date.
- Provide details of a named member of staff whom the tenant can contact for information and advice relating to the repair work and decant arrangements.

4 TEMPORARY REHOUSING TO ALLOW PLANNED WORK

4.1 We will respect the preferences and needs of individual tenants when deciding whether a temporary decant is necessary. However, we will arrange temporary rehousing if:

- one or more of the following are not likely to be restored at the end of each day water supply, toilet facilities, electricity or water heating; or heating facilities; or
- the work is likely to take more than a few days to complete and the work is extensive and likely to significantly disrupt daily living; or
- a tenant is considered to be vulnerable and unable to cope with the anticipated disruption to daily living; or
- the work needed means that the property is likely to be insecure during part or all of the work; or
- the nature of the work could lead to health problems for the tenant, such as dust in the homes of tenants who have asthma or emphysema; or
- we consider that the work required to a property would be carried out more efficiently, effectively and safely if the tenant was living elsewhere.

4.2 If the above criteria do not apply, we may provide alternative heating/cooking facilities, or somewhere for the tenant to go during the day, and this provision would enable the tenant to stay at home while the work is carried out.

4.3 We may have to insist that a temporary decant takes place, even if the tenant does not want to move. Wherever possible, the tenant will be encouraged to decant to temporary accommodation, but we will take legal action to enforce the decant if the tenant continues to refuse to move.

4.4 We will develop a communication plan to keep tenants updated during planned works.

- 4.5 Wherever possible we will provide suitable temporary decant accommodation within our own housing stock. Where this is not possible, we will work with other Registered Social Landlords to identify required accommodation.
- 4.6 The definition of suitable accommodation will comply with the definition contained in the relevant legislation currently in force. We will take the following factors into account when considering whether the alternative accommodation is reasonably suited to the needs of the tenant and their household:
- size of the accommodation needed by the tenant household
 - closeness to the place of work or education compared to the existing home
 - character of the accommodation compared to the current home
 - terms on which the accommodation is offered compared to the terms of the existing tenancy
 - any particular needs of the tenant or their household, including requirements for specially adapted accommodation, proximity to support networks, health services, or places of worship
- 4.7 We will normally only make two offers of other suitable accommodation.
- 4.8 Tenants decanted on a temporary basis will be required to sign a legal agreement stating that they will return to their own home on the completion of the repair or modernisation work.
- 4.9 If a tenant is only likely to be decanted temporarily for a short period of time, we may offer temporary decant accommodation in the form of a guest room at one of our supported developments, bed and breakfast or hotel accommodation. Guest rooms within supported housing, bed and breakfast and hotel accommodation will normally only be used as alternative accommodation for a period of up to 7 days.
- 4.10 If the temporary decant accommodation does not have cooking facilities, we will offer a meal allowance for the period that the tenant is away from their home. The level of meal allowance is based on the HMRC domestic subsistence allowance rates and is reviewed annually
- 4.11 Details of arrangements and payment criteria are set out in a Customer Leaflet which is available on our website. It is acknowledged that other arrangements and payments may need to be made in individual and specific circumstances.
- 4.12 It is acknowledged that some tenants may prefer to find their own temporary decant solution by staying with relatives or friends. In this situation, we will secure or store household contents at a wind and watertight location, credit the rent account and pay the Council Tax for the period that the tenant is not living in their own home.

4.13 A tenant who has been decanted on a temporary basis may be allowed to remain in their decant property if:

- the tenant meets all of the transfer eligibility criteria detailed in Eildon's current Allocation Policy; and
- the decant property is not required as part of an on-going decant programme; and
- the tenant makes a request to remain in their temporary decant accommodation before the move takes place and before any work to their permanent home relating to the specific needs of the tenant has been agreed and instructed. The request may be approved if another tenant or applicant could benefit from the specific work, if there is no financial loss to Eildon as a result of the tenant not returning to their permanent home, or if there has been a substantial change in the tenant's circumstances.

4.14 Tenants who have permission to remain in their temporary decant accommodation will enter into a new tenancy agreement for this new home and be liable for the rent and related charges for this property at the point when the property change becomes permanent.

5 EMERGENCY ACCOMMODATION

5.1 There may be occasions when a tenant has to move from their home as a result of an emergency situation such as a fire or flood.

5.2 It is unlikely that we will be able to provide emergency accommodation within our own housing stock, and we will work with partner organisations including Scottish Borders Council's Homelessness Service to ensure we respond quickly where immediate rehousing is required.

5.3 In an emergency situation we may offer temporary decant accommodation in the form of a guest room at one of our supported developments, bed and breakfast or hotel accommodation. Guest rooms within supported housing, bed and breakfast and hotel accommodation will normally only be used as alternative accommodation for a period of up to 7 days.

5.4 If the temporary decant accommodation does not have cooking facilities, we will offer a meal allowance for the period that the tenant is away from their home. The level of meal allowance is based on the HMRC domestic subsistence allowance rates and is reviewed annually.

- 5.5 If a tenant has to move from their home in an emergency situation we will ensure that their home and its contents are secure and may only allow controlled access until the property is made safe.

- 5.6 It is acknowledged that some tenants may prefer to find their own emergency accommodation with friends or relatives. In this situation, we will secure or store household contents at a wind and watertight location, credit the rent account and pay the Council Tax for the period that the tenant is not living in their own home.

6 PERMANENT REHOUSING

- 6.1 There may be rare occasions when a tenant has to move from their home on a permanent basis if eg Eildon plan to redevelop, demolish or otherwise dispose of their home.

- 6.2 Wherever possible we will provide suitable permanent alternative accommodation within our own housing stock. Where this is not possible, we will work with other Registered Social Landlords to identify required accommodation.

- 6.3 The definition of suitable accommodation will comply with the definition contained in the relevant legislation currently in force. We will take into account the factors stated at 4.6 when considering whether the alternative accommodation is reasonably suited to the needs of the tenant and their household.

- 6.4 Tenants who have to move permanently may have a right to compensation for the loss of their home under the Land Compensation (Scotland) Act 1973.

- 6.5 A Home Loss Payment is intended to compensate a tenant who has to leave their home permanently because of redevelopment work or work of a substantive nature. It is a payment in recognition of the upheaval and upset of losing their home.

- 6.6 The law relating to Home Loss payments is contained in the Land Compensation (Scotland) Act 1973, as amended by the Planning and Compensation Act 1991. To qualify for a statutory Home Loss Payment, a tenant must meet specific criteria which are detailed in our Customer Leaflet which is available on our website.

- 6.7 Where a tenant does not qualify for a statutory Home Loss payment, we may decide to make a discretionary Home Loss payment. The circumstances under which discretionary payments may be made will vary but, as a general rule, payments may be made for one or more of the following reasons:
- where the qualifying events do not apply, but we have made the decision to decant the tenant permanently from their home;
 - where a tenant does not qualify for a statutory Home Loss payment because of their tenancy tenure or the length of time they have occupied the property; or
 - In order to prevent delay or significant difficulty in taking schemes or plans forward.
- 6.8 Each individual case will be considered on its own merits. The Housing Services Manager will be responsible for identifying the need for a discretionary Home Loss payment for approval by the Executive Team.
- 6.9 Where a Home Loss payment is to be made, and the tenant receiving the payment has rent arrears or outstanding rechargeable repair debts, we will seek to make an arrangement with the tenant for some or all of the arrears to be repaid from the Home Loss payment.

7 DISTURBANCE PAYMENTS

- 7.1 Tenants remain in their homes during most of our repair work and planned maintenance programmes.
- 7.2 When we carry out kitchen and bathroom replacements, we will either redecorate the rooms affected, or provide a decoration allowance to enable tenants to carry out this work themselves.
- 7.3 When we carry out more disruptive work such as renewal of heating systems or rewiring, we will make a disturbance payment to tenants which recognises the fact that we are causing some disruption to decoration through the works. The level of disturbance payment is based on the average cost of making good damage to decoration and is calculated before the work commences.
- 7.4 Tenants are expected to continue to pay rent during refurbishment work, and will receive the disturbance payment on completion of the work.
- 7.5 Disturbance payments may be credited to any outstanding rent arrears or rechargeable repair debts a tenant has.

8 CONFIDENTIALITY

- 8.1 All information provided by customers in relation to this Policy will be treated as strictly confidential and will not be discussed with third parties without their permission. We will always have regard to the Data Protection Act 2018 and the General Data Protection Regulations.

9 TRAINING

- 9.1 We will ensure that all staff who deal with customers receive appropriate training and information on the application of this policy.

10 MONITORING & REVIEW

- 10.1 Senior Managers will monitor the operation of this policy and consider on an annual basis the number and cost of decants carried out and where these are emergency or planned, and temporary or permanent.
- 10.2 This policy will be reviewed every three years unless required earlier due to changes in the law, regulation, best practice or requirements of Eildon.

