



## PLYMOUTH COMMUNITY HOMES DECANT POLICY

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<b>Lead Directorate:</b>	Homes and Neighbourhoods
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### 1. Introduction

From time to time Plymouth Community Homes (PCH) may require residents to leave their homes temporarily or permanently; this process is known as 'decanting'.

This policy covers decanting of social tenants, leaseholders and shared owners, except where the decanting relates to regeneration or development areas as these are covered by separate policies.

#### 1.1 Objectives

This policy aims to establish:

- when we may decant residents
- options and choices for residents
- compensation and expenses offered
- support and assistance provided
- efforts to minimise disruption to residents

#### 1.2 Definitions

- **'Tenant'** is a social tenant, leaseholder or shared owner with PCH
- **'Resident'** includes a tenant, their family or household

### 2. Exclusive Access

There are times when PCH may require exclusive access to a property, either temporarily or permanently, for a variety of reasons. PCH may decant tenants in order to achieve this either by moving them to another home, or by making alternative arrangements with them.

PCH will avoid decanting residents unnecessarily and will strive to ensure that any stress, hassle or aggravation caused is minimised (such as by combining disruptive works where practical).

PCH may require temporary exclusive access when:

- repairs or major works are disruptive, invasive or extensive
- addressing risk posed by a household
- addressing other temporary issues

PCH may require permanent exclusive access when:

- it is unfeasible for a property to remain occupied during extensive works
- the property requires major works which are not economic or viable
- the property is to be sold or disposed of
- addressing other permanent issues

### **3. Arranging Decants**

The decision about when it is necessary or appropriate to decant will be taken by the Housing Officer. The decision will be taken following consultation and agreement to proceed with other PCH teams, and consultation with any other relevant parties, such as the tenant's support services or occupational therapists. The Housing Officer will decide whether the decant is required, advised or not necessary.

In ascertaining the most appropriate means of decanting tenants PCH will consider the impact, stress and disruption to the residents; the resident's individual circumstances and preferences; the total cost to PCH; and the urgency of the situation.

There may be circumstances where the Housing Officer has decided that a decant is not necessary or appropriate, but the resident disagrees with this decision and does wish to decant. In these circumstances, the resident may wish to appeal against the decision. Appeals will be considered and decided upon by two Heads of Services, and will be approved only in exceptional circumstances.

#### **3.1 Options**

The following options are intended primarily for social tenants and may not be applicable to leaseholders or shared owners, to whom PCH may have differing obligations.

Decant	Why	When
<p><b>Temporary move</b></p>	<p><b>Required</b> by PCH</p>	<p><b>It is not safe for the residents to remain in the property.</b> <b>The residents must move home temporarily.</b> A Disturbance Payment [10.1b] and Rent Differential Refund [10.1e] may be payable.</p>
	<p><b>Advised</b> by PCH</p>	<p><b>It is safe for the residents to remain in their property, but works will be inconvenient and disruptive.</b> <b>The residents may choose to move home temporarily, or to remain in their home.</b> Should the residents choose to remain in their home they must accept the inconvenience and disruption of the work and recognise that they remain against PCH's advice. A Disturbance Payment [10.1b] and Rent Differential Refund [10.1e] may be payable.</p>
	<p><b>Appealed</b> by tenant</p>	<p><b>It is safe for the residents to stay in their property, and works will not be unduly inconvenient or disruptive in PCH's opinion.</b> <b>The residents do not need to move, in PCH's opinion, but the residents have requested to move home temporarily.</b> Requests must be exceptional in nature. PCH will consider the resident's request based on their circumstances, but will rarely agree to a temporary decant which is neither essential (required by PCH) nor advised (advised by PCH). A Disturbance Payment [10.1b] and Rent Differential Refund [10.1e] may be payable, depending on circumstances.</p>
<p><b>Alternative arrangements</b></p>	<p><b>Required</b> by PCH</p>	<p><b>It may be unsafe, or safe but inconvenient for the residents to remain in their property.</b></p>
	<p><b>Advised</b> by PCH</p>	<p><b>Alternative arrangements to moving home could be made with the residents.</b></p>
	<p><b>Appealed</b> by tenant</p>	<p>Arrangements may include taking a day trip or outing, staying with friends or relatives, or other relevant options. A Disturbance Contribution [10.1a] may be payable.</p>
<p><b>Permanent move</b></p>	<p><b>Required</b> by PCH</p>	<p><b>It is essential for safety or other reasons that the residents leave their home permanently.</b> <b>The residents must move home permanently.</b> A Disturbance Payment [10.1b], Home Improvement Payment 10.1c] and Home Loss Payment [10.1d] may be payable.</p>
	<p><b>Advised</b> by PCH</p>	<p><b>It is essential that the residents move home temporarily, but possible for them to move permanently to minimise</b></p>

Decant	Why	When
		<p><b>disruption.</b></p> <p><b>The residents must move home temporarily, but can elect to move home permanently instead if they wish.</b></p> <p>A Disturbance Payment [10.1b] and Home Improvement Payment [10.1c] may be payable.</p>
	<p><b>Appealed by tenant</b></p>	<p><b>It is neither necessary nor appropriate for the residents to move home permanently, but the residents have nonetheless requested to move permanently.</b></p> <p><b>PCH will consider the resident’s request based on their circumstances,</b> but will only in exceptional circumstances agree to a permanent decant which is neither essential (required by PCH) nor advised (advised by PCH).</p> <p>A Disturbance Payment [10.1b] (depending on circumstances) and Home Improvement Payment 10.1c] may be payable.</p>

#### 4. Emergency Decants

Emergencies may arise which compel residents to leave their home immediately, such as when a property has suffered significant fire damage. Where the emergency and need to decant relates directly to the property PCH shall coordinate and make arrangements for emergency accommodation for the residents. In all other cases PCH will, where appropriate, signpost residents to relevant support, such as the local authority.

In cases where it is appropriate for local or national authorities to coordinate a response to a major emergency PCH will defer to the relevant authorities. Such cases may be major civic incidents or natural disasters.

Any emergency arrangements made by PCH will be interim, solely to address the immediate requirement for safe accommodation. Such an arrangement may be a stay in a bed and breakfast at PCH’s expense. PCH will then subsequently arrange a suitable decant for the residents following our usual decant process and affording the residents the options and entitlements set out in this policy.

#### 5. Decant Liaison

Once PCH have established the need to decant, we will nominate a member of staff to act as the Decant Liaison. This member of staff could be a representative from any relevant team within PCH and will be responsible for managing the decant process, liaising with the tenant and providing any support and assistance required.

The Decant Liaison will contact the tenant and discuss the need to vacate the property and the options available to the tenant. The Decant Liaison will explain the decanting process and compensation entitlements and agree a plan with the tenant, including likely timescales.

## **6. Arranging Moves**

### **6.1 Agreeing Requirements**

The Decant Liaison will discuss with the tenant their minimum requirements for their new or temporary home. This will allow the tenant to inform which properties are considered suitable for decanting; however, PCH must ultimately decide what is suitable given the tenants' circumstances and needs.

In agreeing minimum requirements PCH must consider all relevant factors, such as the reasonableness of requests, the urgency of the decant, and the availability of suitable properties.

PCH will rarely agree a requirement which the existing home does not meet. This should be met outside of the decant programme through transfer or Mutual Exchange.

### **6.2 Offers and Refusals**

PCH will offer tenants properties which we consider meet their requirements. PCH may at any time offer the tenant a property which exceeds their requirements, and in certain cases may offer a property which does not meet the agreed requirements but which PCH believes nonetheless to be suitable for the residents.

Tenants may view any property offered to them in order to make an informed decision. PCH expect the tenant to accept the first suitable offer of accommodation, although for permanent decants further offers may be appropriate. As a last resort PCH may take enforcement action to compel the tenant to move. Where enforcement action is taken the tenant may be liable for costs.

### **6.3 Lettings Standard**

Homes used for decanting must meet PCH's Lettings Standard. The property should also be fitted with flooring throughout and decorated to a basic standard (for permanent moves this will be the tenant's existing carpets where suitable).

Where adaptations to the existing home are required by the residents these may be fitted to the temporary or new home. For major adaptations it may instead be deemed that alternative arrangements are necessary, such as a short stay at a care home; this will be where it is neither practical nor economic to adapt a property.

### **6.4 Support and Assistance**

PCH will provide a checklist for the actions and tasks which a tenant will need to complete themselves as part of any move. Many actions, such as amending the tenant's telephone contracts, will require the tenant to act themselves. PCH can offer support and guidance with these actions where it has been identified as a requirement. Others, such as arranging gas capping and uncapping, will be undertaken directly by PCH where appropriate.

PCH may arrange for assistance to pack and unpack items and to move them between homes where this is required.

## **7. Moving Permanently**

For all permanent moves the tenant will be required to terminate the tenancy on their existing home and to sign a tenancy agreement for their new home. The new tenancy agreement should be granted in the same names as the existing tenancy agreement and must be of equal rights and security. The rent for the new home may be set at a different level to the existing home.

PCH will treat the move in a similar way to an internal transfer, following all relevant processes.

## **8. Moving Temporarily**

### **8.1 Moving In**

For all temporary moves PCH will grant tenants a decant licence, providing formal occupation of the temporary home. The decant licence should be granted in the same name(s) as the tenancy agreement on the existing home. PCH will explain any relevant terms of the decant licence to the tenant, ensuring that they are aware of their obligations. The tenancy of the tenant's existing home will remain unaffected.

The tenant must continue to pay rent for their existing home during the temporary move, but will not be charged for the temporary home. The tenant will continue to pay Council Tax for their existing home; PCH will pay for the Council Tax on the temporary home. The tenant will usually be required to pay utilities bills for the temporary home; PCH will usually pay utilities liable on the tenant's existing home.

PCH will assume responsibility for the day-to-day upkeep of the existing home during the decant. This means that duties which would usually be the tenants' responsibility will be exercised by PCH, such as cutting the grass.

PCH will treat the move in a similar way to an internal transfer, following all relevant processes.

### **8.2 Returning Home**

The Decant Liaison will keep the tenant regularly updated on progress throughout the decant, providing an indication of when works will be completed. When the residents can return home the Decant Liaison will agree a return date with the tenant. It will usually be appropriate for this return date to be agreed at no less than two weeks' notice.

The decant licence will be terminated on the agreed return date. If the tenant fails to leave the decant property then enforcement action will be taken to force them to return to their existing home and the tenant may be liable for any legal expenses arising.

Once the tenant leaves their temporary home it will be subject to an inspection similar to that conducted on tenancy termination. This will be an opportunity for PCH to identify any damage which should be rectified at the tenant's expense.

## **9. Making Temporary Moves Permanent**

Where it is suitable for the residents to return to their existing home after a temporary decant it will not usually be possible for them to receive a permanent move as part of the decant.

At the outset of the decant PCH will establish and advise the tenant whether it may be suitable for the residents to remain in the decant property permanently. For decants expected to last in excess of six months consideration will be given to the suitability of offering a permanent decant. This decision will be the key factor in considering any request from the tenant to remain permanently; in deciding, PCH will also consider factors such as arrears, the tenant's current banding on Devon Home Choice, the long-term suitability of the decant property, and other relevant factors.

PCH will not allow decanting to be used as a means of circumventing the waiting list and allocations process. Any intentional or reasonably avoidable worsening of circumstances will be considered as a strong factor against allowing a permanent decant.

## **10. Compensation Payments**

There are certain compensation payments which PCH will make to tenants who have been decanted. Which payments a tenant qualifies for will depend on the circumstances.

### **10.1 Types of Compensation**

#### **10.1a Disturbance Contribution**

A Disturbance Contribution is a direct payment to a tenant to enable them to vacate their home. This payment may be made to assist residents to pursue alternative arrangements to moving home temporarily.

The level of payment will be agreed between PCH and the tenant and will reflect the expenses which are likely to be reasonably incurred. Payment will be made upfront by PCH, with no claim or proof of expenditure required.

#### **10.1b Disturbance Payment**

Disturbance Payments are made in respect of reasonable out-of-pocket expenses incurred by tenants when moving home.

PCH will only pay for expenses that are realistically unavoidable, and these should be agreed in advance with the Decant Liaison. PCH will pay expenses directly to suppliers or contractors where possible, but will otherwise reimburse tenants for costs incurred. When reimbursing tenants it will be appropriate to have proof of expenditure.

#### **10.1c Home Improvement Payment**

Tenants with an Assured (Non-Shorthold) Tenancy have a contractual right to payment, when their tenancy ends, for improvements which they have made to their home.

Home Improvement Payments are due only for permanent moves and will be paid in line with PCH guidance.

### **10.1d Home Loss Payment**

Home Loss Payments compensate tenants for the disruption of losing their home and must be paid by PCH when certain conditions are met.

Home Loss Payments are due only for permanent moves required by PCH, and payment will be made only where legally obliged.

### **10.1 e Rent Differential Refund**

The Rent Differential is the difference between the rent on the existing home and the typical rent for the temporary home.

Where the temporary home would have a lower rent than the tenant's existing home it may under certain circumstances be appropriate for PCH to refund the difference. Any refund will be at PCH's discretion and considered only at the tenant's request. In deciding such a request PCH will take account of the tenant's circumstances and any significant differences between the existing home and the temporary home (for example, loss of garden or bedrooms).

A Rent Differential Refund would normally occur at the end of the decant, but other arrangements may be agreed to avoid causing financial hardship.

## **10.2 Claims and Payment**

Tenants will need to claim for payments and compensation from PCH. Support to claim will be provided by the Decant Liaison where required. PCH will make payment promptly upon receipt of a valid claim.

PCH may reimburse expenses before they have been incurred by a tenant only in exceptional circumstances; this will usually be to avoid causing financial hardship.

## **10.3 Debt Recovery**

PCH will usually offset any debts owed to it by the tenant from payments for disruption, but only in exceptional cases will do so for payments for out-of-pocket expenses. Therefore we may offset Home Improvement and Home Loss Payments against any debts, but will not usually do so for Disturbance Compensation or Payments. Where PCH offset payments against debts we will advise the tenant of this and issue them with a receipt or statement showing clearly the transactions made.

## **11. Managing Decant Programmes**

### **11.1 Rolling Decants**

PCH may keep some homes ready to receive decanted residents; these are rolling decant properties. Rolling decants will be selected to meet as broad a range of minimum requirements without unnecessarily occupying specialist, limited stock.

Use of rolling decants will be periodically monitored to ensure that it remains an effective and efficient use of stock.

### **11.2 Decant Budgets**

The PCH department requiring exclusive access will be responsible for meeting the costs associated with the decant. All relevant departments will hold a decanting budget in order to meet these costs.

## **12. Data Protection**

In applying this policy, all members of staff must comply with PCH's Data Protection Policy and ensure that the personal information supplied by customers is protected at all times.

## **13. Equality, Diversity and Inclusion**

PCH will apply this policy consistently and fairly, and will not discriminate against anyone based on any relevant characteristics, including those set out in the Equalities Act 2010.

PCH will make this policy available in other languages and formats on request.

We will carry out an equality impact assessment on this policy, in line with our corporate procedure.

## **14. Monitoring and Review**

We will monitor this policy to ensure it meets good practice and current legislation and will review it in accordance with our review timetable for all policies.

## APPENDIX A

### DISTURBANCE PAYMENTS

The right to Disturbance Payments is established by the Land Compensation Act 1973.

The following is a guide to common and suitable Disturbance Payments:

Expense	Details
<b>Removal</b> of furniture and belongings	PCH will arrange and pay for a professional to undertake the removal between properties. This will include the provision of boxes for moving and a packing and unpacking service.
<b>Storage</b> of furniture and belongings	PCH will pay for the storage of items which cannot be reasonably taken to a temporary home.
<b>Cooker</b> disconnection and reconnection	PCH will arrange and pay for a qualified professional to disconnect and reconnect the cooker.  If the decant property does not have suitable or compatible utilities then PCH will provide a replacement cooker.
<b>Washing machine / Tumble dryer / Dishwasher</b> disconnection and reconnection	PCH will arrange and pay for a qualified professional to disconnect and reconnect the washing machine, tumble dryer and dishwasher.  Where the tenant makes use of communal laundry facilities at their existing home then PCH may pay for suitable facilities.
<b>TV aerial / Satellite dish</b> disconnection and reconnection	PCH will arrange and pay for a television aerial to be fitted to the decant property where one is provided in the existing home.  PCH will pay for the disconnection and reconnection of satellite TV where a satellite dish is fitted to the existing home.
<b>Telephone line / Cable connection</b> disconnection and reconnection	PCH will pay for the disconnection and reconnection of a telephone line or cable connection where this is provided to the existing home.
<b>Mail forwarding</b> from existing address to decant address	PCH will pay for redirection of mail for the duration of the temporary decant plus three months, or for three months where the decant is permanent.
<b>Burglar alarm</b> disconnection and reconnection	PCH will pay for the disconnection and reconnection of a burglar alarm where this is provided to the existing home.  For temporary moves of fewer than six weeks it will not usually be appropriate to move an alarm unless it is required for insurance purposes or the tenant feels particularly vulnerable.

Expense	Details
<b>Carpets / Flooring</b> removal, alteration and refitting	PCH expect the tenant to make use of their existing carpets where possible for a permanent move. PCH will pay for carpet and flooring to be fitted, altered and moved where possible. PCH will otherwise pay for economy flooring to be provided and fitted.
<b>Curtains / Blinds</b> alteration and fitting	PCH expect the tenant to make use of their existing curtains and blinds where possible. PCH may pay for curtains to be altered where reasonable. PCH will otherwise pay for basic curtains and blinds to be provided and fitted.
<b>Other expenses</b>	Other genuine out of pocket expenses arising from the decant may be paid where reasonable.  Expenses must be agreed in advance with the Decant Liaison.

## APPENDIX B

### HOME LOSS PAYMENTS

Home Loss Payments are governed by the Land Compensation Act 1973. The level of payment is established by the Home Loss Payments (Prescribed Amounts) (England) Regulations.

We will make Home Loss Payments in line with government legislation as follows:

Tenure	Calculation	Minimum	Maximum
<b>Tenant</b>	Outright sum	£8,100	
<b>Leaseholder</b>	10% of the value of the property, between a set minimum and maximum.	£8,100	£81,000
<b>Shared Owner</b>	10% of the value of the property, between a set minimum and maximum. The above is calculated, then pro-rated according to the share of ownership.	£8,100	£81,000

An entitlement period applies in order to qualify for Home Loss Payment. For a statutory successor tenant this period is calculated from the start of the tenancy rather than the date of succession.