

TEMPORARY AND PERMANENT DECANT POLICY

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TEMPORARY DECANT POLICY

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1. Introduction

- 1.1 This policy sets out how KARIBU COMMUNITY HOMES will accommodate tenant households that need to move out of their homes temporarily. This is known as 'temporary decanting'.
- 1.2 A temporary decant may be needed:
 - Where an unexpected event has caused a property to become uninhabitable, for example a fire or flood
 - Where there are health and safety risks if the residents remain in the property
 - To allow essential works or improvements to take place and it would be unreasonable to expect the residents to remain
- 1.3 Local authorities have a legal duty to assist any person who is homeless because their property is uninhabitable and should be contacted in an emergency situation, out of hours, where this is the case.

2 Scope of the Policy

- 2.1 This document applies only to authorised occupants. It does not apply to sub-tenants or households that have been placed in KARIBU COMMUNITY HOMES stock on a temporary basis by a local authority under their duty to the homeless. These households remain the responsibility of the relevant Local Authority.

3 Aims and Objectives

- 3.1 In recognising that moving home can be a stressful experience KARIBU COMMUNITY HOMES will:
 - Ensure tenants are fully informed and receive accurate and consistent information throughout the process
 - Advise tenants of their rights and any other relevant tenancy related matters.
 - Secure suitable alternative accommodation where tenants need to be decanted.
 - Ensure additional support is provided to vulnerable tenants as required.
 - Seek to ensure tenants are no worse off financially in their temporary accommodation than they would have been in their permanent home.

4 References

- 4.1 Internal
 - KARIBU COMMUNITY HOMES Lettings Policy
 - KARIBU COMMUNITY HOMES Assured Tenancy Agreement
 - KARIBU COMMUNITY HOMES Equality and Diversity Strategy
 - KARIBU COMMUNITY HOMES Customer Service Standards
 - KARIBU COMMUNITY HOMES Complaints Policy
 - KARIBU COMMUNITY HOMES Asset Management Strategy
 - KARIBU COMMUNITY HOMES Pet Policy

5 Needs Assessment

- 5.1 Tenants will need to provide the following information to establish their temporary housing needs:
- Current household composition
 - Any relevant health issues
 - Circumstances supporting a specific location for temporary rehousing.
- 5.2 The Housing Options Team who will be responsible for arranging the temporary accommodation and communicating with the tenant as regards:
- The type and location of accommodation available
 - The date they can expect to move into their temporary accommodation
 - The length of time they will be in their temporary accommodation
 - Removals and other assistance available to move home
 - Subsistence payment eligibility (where applicable)

6 Suitable Alternative Accommodation

- 6.1 The period of time that the tenant needs to be away from their home will inform the type of alternative accommodation to be provided. The main options are:
- Staying with family and friends
 - Bed & Breakfast accommodation
 - Holiday let
 - Temporary occupation of a vacant KARIBU COMMUNITY HOMES property under a licence
- 6.2 Tenants who need to move on a temporary basis will not be eligible to bid for alternative accommodation through the local Choice Based Lettings system.
- 6.3 Alternative accommodation will be considered suitable where it reasonably meets the housing and support needs of the household. Subject to availability, KARIBU COMMUNITY HOMES will also have regard to tenants' geographical areas of preference.
- 6.4 Under-occupying households will usually be offered alternative accommodation appropriately sized to their current needs. Where a household includes permanently resident children aged 18 or over, the children may be offered separate accommodation.
- 6.5 KARIBU COMMUNITY HOMES will pay for removals where necessary and for storage where the tenanthousehold is being decanted to furnished accommodation and/or their main home needs to be empty of furniture and possessions.
- 6.6 Tenants will usually be expected to:
- Ensure all members of their household are aware of decant arrangements

- Pack up their belongings (when required)
- Ensure fridges and freezers are empty and clean (unless an emergency situation prevents this)

- Provide vacant possession of the property they are leaving by a pre-agreed date
- 6.7 Vulnerable tenants requiring additional support to move to unfurnished accommodation or where their possessions need to go into storage will be offered:
- Help with packing
 - Help with clearing unwanted items from the property
 - Adaptations identified as part of the assessment of their housing need.
- 6.8 KARIBU COMMUNITY HOMES will also liaise with family members or other recognised advocates and work with other organisations or agencies, for example in connection with any care or support needs.
- 6.9 Where household pets are not permitted in the alternate accommodation the tenant will generally be responsible for arranging temporary rehoming of with their nominated pet guardian as per KARIBU COMMUNITY HOMES Pet Policy. If a resident has to go into hospital or care and a temporary home cannot be found for their pet, then by law (1948 National Assistance Act, Section 48) if they are incapable due to illness, or have been taken in to care or hospitalised social services will provide temporary care. The relevant social services department at the resident's local authority should be contacted for advice and assistance.
- 6.10 Whilst temporarily decanted, the tenancy of the permanent home will continue and the tenant remains liable for rental charges including any arrears. Tenants will not have to pay rent for their temporary accommodation home but may be liable for utilities charges where these are levied separately as they will not be paying these at their main home.
- 6.11 Items left behind in temporary accommodation will be cleared and disposed of and the cost recharged to the tenant.
- 6.12 Where the need for alternative accommodation is as a result of damage or neglect by a member of the tenant household or a visitor the tenant may be recharged the cost of remedial works where they are responsible under the terms of their tenancy.
- 6.13 In some circumstances it may be more appropriate to permanently decant the tenant, for example where the current accommodation no longer meets the household's needs. KARIBU COMMUNITY HOMES's permanent decant policy will apply in such cases..

7 Disturbance Payments

- 7.1 Temporarily decanted tenants are not eligible for a statutory home loss payment

but will usually qualify for discretionary disturbance payments, irrespective of the time they have occupied the property.

- 7.2 In the first instance tenants will be encouraged to stay with family and friends. Subsistence of up to £10 per day may be claimed for each displaced household member.
- 7.3 Displaced households that cannot stay with family or friends will usually be offered Bed and Breakfast accommodation. Where there are no meal preparation or laundry facilities subsistence allowances may be claimed as follows:
- A daily meal allowance per adult up to £20
 - A daily meal allowance per child under 16 up to £10
 - A weekly laundry allowance of up to £20 per week, payable on production of receipts
- 7.4 KARIBU COMMUNITY HOMES will consider reimbursement of other reasonable expenses if agreed in advance and supported by receipts. This could include redirection of post or disconnection and reconnection of cookers etc. by suitably qualified tradespeople.
- 7.5 Where a tenant has to move out due to their own damage or neglect they will not usually be entitled to any discretionary disturbance payment.

8. Appeals Process

- 8.1 Where an offer of temporary alternative accommodation is refused or an appeal is lodged in respect of how the policy has been applied, a senior staff member not involved in the case will investigate and respond with their findings within the timescales set out in KARIBU COMMUNITY HOMES's complaints policy.

9 Policy Review

- 9.1 The policy will be reviewed at least every three years and revised in light of operational experience, recognised best practice or relevant regulatory or statutory changes.

PERMANENT DECANT POLICY

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1. Introduction

- 1.1 Occasionally Town & Country Housing (KARIBU COMMUNITY HOMES) will need tenants to relocate to alternative accommodation on a permanent basis.
- 1.2 'Permanent decanting' will mainly be required where properties are to be redeveloped, demolished or disposed of, in accordance with KARIBU COMMUNITY HOMES's Asset Management Strategy. Residents may also be permanently decanted where major repairs or improvements that require the property to be vacant are needed, and a temporary decant is considered inappropriate.
- 1.3 Where regeneration or sales target timescales are threatened it may be necessary to decant tenants temporarily until a suitable permanent vacancy becomes available.

2 Scope of the Policy

- 2.1 This document applies only to lawfully occupying general needs and sheltered KARIBU COMMUNITY HOMES tenants who are permanently displaced. It does not apply to unauthorised occupiers, lodgers, sub-tenants or those merely occupying under a licence. This includes households placed in KARIBU COMMUNITY HOMES accommodation on a temporary basis by a local authority under their duty to the homeless.

3. Aims and Objectives

- 3.1 In recognising that moving home can be a stressful experience KARIBU COMMUNITY HOMES will:
 - Ensure tenants receive adequate notice that they need to be permanently decanted and that they are fully informed at the outset and receive accurate and consistent information throughout the process
 - Advise tenants of their rights and any other relevant tenancy related matters.
 - Compensate tenants for home loss, where applicable
 - Ensure that reasonable costs incurred due to moving home are reimbursed through disturbance payments
 - Rehouse tenants in suitable alternative accommodation having regard to their current needs.
 - Ensure additional support is provided to vulnerable tenants as required.
 - Ensure fairness, consistency and transparency when decanting tenants.

4. References

- 4.1 Internal:
 - KARIBU COMMUNITY HOMES Lettings Policy

- KARIBU COMMUNITY HOMES Assured Tenancy Agreement
- KARIBU COMMUNITY HOMES Equality and Diversity Strategy
- KARIBU COMMUNITY HOMES Customer Service Standards
- KARIBU COMMUNITY HOMES Complaints Policy
- KARIBU COMMUNITY HOMES Asset Management Strategy

4.2 External:

- The Land Compensation Act 1973 (amended by the Planning and Compensation Act 1991) covers compensation payments.
- Home Loss Payments (prescribed amounts) (England) Regulations 2018
- Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996, covers the grounds for possession.

5 Information Exchange

- 5.1 KARIBU COMMUNITY HOMES will meet with affected tenants as soon as possible after making a decision that means they need to be decanted. This meeting is to discuss the type and location of available alternative accommodation, relevant timescales, disturbance and home loss payments (where applicable) and the support and assistance available to them.
- 5.2 In the case of programmed decants KARIBU COMMUNITY HOMES will serve a Notice of Seeking Possession upon each affected tenant as a matter of course. This is a legal notice giving formal notification to the tenant that they are required to move.
- 5.3 KARIBU COMMUNITY HOMES will seek to work collaboratively with affected tenants and produce a “Decant Agreement” setting out the agreed terms. Where no agreement can be reached KARIBU COMMUNITY HOMES will seek a Court order for possession under grounds set out in Schedule 2 of the Housing Act 1988.

6 Needs Assessment

- 6.1 Tenants will need to provide the following information to establish their current housing needs:
- Household composition
 - Any relevant health issues
 - Circumstances supporting rehousing in a specific location.
- 6.2 Tenants will be informed in writing of the outcome of their housing need assessment and whether they need to bid through Choice Based Lettings and/or will be directly allocated suitable alternative accommodation.

7 Suitable Alternative Accommodation

- 7.1 Alternative accommodation will be considered suitable where this reasonably meets the household’s needs according to KARIBU COMMUNITY HOMES Lettings Policy. Whilst KARIBU COMMUNITY HOMES will have regard to geographical areas of preference this cannot be guaranteed as it is dependent upon suitable vacancies arising.
- 7.2 Tenants who have been moved into alternative accommodation during any

redevelopment or other works will be granted a tenancy with no less security of tenure on their return to settled accommodation.

- 7.3 Under-occupying households will usually be offered alternative accommodation appropriately sized to their current needs, as set out at Appendix 1.
- 7.4 Where the household includes permanently resident adult children they may be offered separate accommodation to alleviate overcrowding.
- 7.5 KARIBU COMMUNITY HOMES cannot offer an automatic right to return to new developments on the site the tenant was decanted from, but requests to transfer may be considered.
- 7.6 Where suitable alternative accommodation is not immediately available an interim temporary move may be required. However, KARIBU COMMUNITY HOMES will attempt to avoid this 'double decant' situation wherever possible.
- 7.7 Where an interim temporary move is needed tenants' will not be eligible to bid for this through choice-based lettings, a direct offer of accommodation will be made and occupation will be under a licence agreement.
- 7.8 Tenants being temporarily displaced before permanent rehousing will only be eligible for one Home Loss payment.

8 Home Loss and Disturbance Payments

- 8.3 Entitlement to statutory home loss and/ or disturbance payments is subject to the lawful occupier being permanently displaced as a consequence of improvement (alterations and enlargement) demolition or redevelopment of their home by KARIBU COMMUNITY HOMES. This is provided for in KARIBU COMMUNITY HOMES tenancy terms and governed by the Land Compensation Act 1973.
- 8.4 A person cannot be regarded as permanently displaced if there is an intention to return her/him to their original home on completion of the works. Similarly, the occupier is not considered to be permanently displaced where they elect to remain in their decanting accommodation rather than return home.

Home Loss Compensation

- 8.5 Eligibility for a home loss payment requires the lawful occupier to have been resident at the dwelling (or a substantial part of it) as her/his only or main residence for a period of at least one-year ending on the date of displacement. Payment rights may be transferred to any spouse where the lawful occupier vacates the property during the 12-month qualifying period.
- 8.6 The statutory Home Loss payment is currently (December 2018) £6,300. The amount payable is reviewed periodically by the Secretary of State.
- 8.7 The payment must be claimed directly by the person(s) affected within a maximum of six years from their displacement (s32(7a) of the 1973 Act).

- 8.8 Where there are joint tenants they will share the Home Loss payment.
- 8.9 Payments may be offset, wholly or partly, against debts owed to KARIBU COMMUNITY HOMES.
- 8.10 Payments will usually be made by cheque within five working days following return of keys and the property being found to be of a satisfactory standard upon inspection.

Disturbance Payments

- 8.11 Disturbance payments are made to compensate the tenant for natural and reasonable losses and expenses as a result of their having to move. People who do not qualify for a home loss payment, for example because they do not meet the residence qualification, may still be entitled to a disturbance payment.
- 8.12 In addition to removal costs KARIBU COMMUNITY HOMES will consider reimbursement of expenses agreed in advance and supported by receipts for:
- Disconnection and reconnection costs of appliances and utilities e.g. telephone, cooker, washing machine
 - Redecoration (a redecoration allowance will be given where appropriate)
 - The cost of altering soft furnishings, i.e. refitting 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.
 - Redirection of post for up to three months
- 8.13 A maximum allowance (reviewed annually) applies depending on property size.
- 8.14 KARIBU COMMUNITY HOMES will also consider making payment direct to the service provider where this would be difficult for the displaced tenant.
- 8.15 Tenants may also opt for KARIBU COMMUNITY HOMES to:
- Arrange disconnection and reconnection of cooker, washing machine etc.
 - Arrange for carpets to be supplied and fitted.
- 8.17 Tenants will generally be expected to:
- Ensure all members of their household are aware of decant arrangements.
 - Pack up their own belongings.
 - Provide vacant possession of the property they are leaving by the agreed departure date.
 - Ensure the property is cleared of all their possessions. Any items left behind will be disposed of and the costs recharged.

9 Equality and Diversity

- 9.1 KARIBU COMMUNITY HOMES will ensure that homes are allocated fairly and equitably and in particular that policies do not discriminate for or against any specific protected groups.
- 9.2 Customers needing to be decanted will be allocated a dedicated officer to guide them through the decant process, providing solutions to meet the needs of that individual.
- 9.3 Tenants assessed as vulnerable, for example due to their age, physical disability or mental health and likely to experience difficulty moving without the provision of extra support will be offered the following assistance:
- Help with packing and removal
 - Help with clearing unwanted items from the property
 - Provision of adaptations identified as part of the assessment of their housing need.
 - Working with other organisations and agencies in connection with any care or support needs
 - Liaising with family members or other recognised advocates

10 Appeals Process

- 10.1 The Housing Options Team and Neighbourhood or Scheme Manager will work closely together to resolve problems with decants in the first instance.
- 10.2 Where an offer of alternative accommodation is refused or an appeal is lodged in respect of how this policy has been applied, a senior staff member not previously involved in the case will investigate and respond with their findings within the timescales set out in KARIBU COMMUNITY HOMES's complaints policy.
- 10.3 If, following review, an offer of accommodation is considered suitable, no further offer will be made. KARIBU COMMUNITY HOMES will seek a Court Order to repossess the existing home. The original decant property will be set aside until such a time as possession is granted and the tenant can move into it.

11 Policy Review

- 11.1 The policy will be reviewed at least every three years and revised in light of operational experience, recognised best practice or relevant regulatory or statutory changes.

Appendix one – assessment of bedrooms required

As part of the decanting process we will assess the number of bedrooms that a household needs in line with KARIBU COMMUNITY HOMES lettings policy. The criteria that will be used for the assessment is as follows:

- a) The main applicant is considered to need a double bedroom irrespective of whether they have a partner or not.
- b) Any other person aged 16 years or over needs their own bedroom
- c) Two children and young people of the same sex under the age of 16 years are entitled to share a bedroom.
- d) Two children of different sexes are expected to share a bedroom until the oldest becomes 10 years of age.
- e) We reserve the right to exercise discretion to grant an extra bedroom where children are less than six months from attaining the age where the household will be eligible for an extra bedroom. The following criteria will be applied:
 - Level of overcrowding
 - Availability of the size of accommodation required
- f) A carer who stays overnight is entitled to a bedroom. This only applies where a community care assessment have been done by social services and it is recommended that 24 hours daily care is required with a level of personal care and dependence such that if the care is not provided by the carer, a service would be required by social services or will impact adversely on the health of the tenant.
- g) Unborn child/children will be taken into account as part of the household composition in the bedroom assessment when the pregnancy is in its third trimester.
- h) Non-dependant friends or relatives cannot usually be included on housing application unless they have continuously remained part of the same household since childhood.
- i) Tenants who wish to include additional household members as part of their application will need to demonstrate that;
 - I. The additional persons need to be cared for and are dependent upon the tenant (this would usually be children or vulnerable adults). Documentary evidence will be required.

II. No other satisfactory arrangements can reasonably be made for their care.

III. The arrangement is 'permanent' (i.e. not short term to cover a stay in hospital or similar). Documentary evidence will be required.

Household size	Property size allowed
Single person or couple	1 bed
Pregnant women with or without partner and no other children	2 bed 3 persons
Parent/s with one child	2 bed 3 persons
Parent/s with two children any sex under 10yrs.	2 bed 4 persons
Parent/s with two children of same sex where the eldest is aged up to 16yrs	2 bed 4 persons
Parent/s with two children of different sexes where the eldest is aged 10yrs or over.	3 bed 4 persons
Parent/s with three children of any sex all under 10 yrs.	3 bed 5 persons
Parent/s with three children of the same sex aged up to 16yrs	3 bed 5 persons
Parent/s with three children of different sexes aged up to 16yrs	3 bed 5 persons
Parent/s with four children of any sex all under 10	3 bed 6 persons
Parent/s with four children of the same sex up to 16yrs	3 bed 6 persons
Parent/s with four children of different sexes up to the age of 16yrs	3/4 bed 6 persons
Parent/s with five children of different sexes up to the age of 16yrs	4 bed 6/7 persons