

CROYDON CHURCHES HOUSING ASSOCIATION

TEMPORARY AND PERMANENT MOVE / DECANT POLICY

1.0 Introduction

1.1 There are occasions when we may need to move residents out of their home on either a temporary or permanent basis due to various reasons such as to carry out major works or dispose of property by sale. In these circumstances the process of moving residents is called a 'decant'.

1.2 This policy provides guidance on our obligations in these areas in order to ensure temporary and permanent moves or decants are managed in an efficient and equitable way, in accordance with relevant legislation and with the least possible disturbance to affected residents.

1.3 We know that temporary or permanent moves or decants can be disruptive and difficult for residents so our aim is to ensure that they are carried out in a sensitive manner, recognising the significant impact a home move can have on people's lives.

1.4 We will:

- Consult with affected residents clearly setting out the reason(s) for the decant and the proposals for relocation
- Consider the needs of the residents and their household regarding alternative accommodation taking into account their requirements and discuss the financial support package being offered
- Provide residents with clear information and keep them informed throughout the temporary or permanent move / decant process
- Ensure there is a dedicated member of staff to support them through the process
- Comply with the Land Compensation Act 1973 when making home loss and disturbance payments

2.0 Overall Definition and Scope

2.1 What is a Decant?

2.2 A decant is a term used to describe the necessity of moving residents from their homes temporarily or permanently.

2.3 Temporary Moves / Decants are when we have to temporarily move a resident from their home and they are expected to return to their property once necessary works are complete, or it is safe to inhabit the home again. Where it is expected to be two weeks or more we will look to use our void properties where feasible.

Temporary moves/decants could include:

- Refurbishment works that cannot be carried out with someone living within the property. This would not normally include works carried out as part of our planned maintenance programme.
- Major repairs including structural works which need to be carried out within the property causing it to be unsafe and uninhabitable
- Extensive repairs or maintenance need to be undertaken

2.4 Permanent Moves / Decants are when we have to permanently move a resident from their home and there is no intention for them to return. We aim to ensure that permanent moves/decants are, wherever possible, achieved with the agreement of affected residents.

Permanent moves/decants could include:

- Major structural damage to the property which could be dangerous and beyond repair
- Where we need to refurbish, convert, dispose of or demolish the property
- Where the property has a lease which is due to expire and is not subject to renewal

2.5 Emergency situation: refers to an emergency, such as flood or fire, where a resident cannot immediately return to their property.

2.6 Tailored Local Offer: where an estate or a defined geographic area is affected, a scheme-specific decant strategy may be produced and residents will be decanted in accordance with this strategy.

2.7 Household composition: proof of residency for temporary and permanent moves/decants may be required when assessing the needs of the household. Proof of residency for new household members is required e.g. passport, utility bill or bank statements showing proof of occupation for the last 12 months, marriage or civil partnership certificates, or birth or adoption certificates.

2.8 This Policy applies to residents who rent their home however this policy does not apply to residents on Assured Shorthold Tenancies (ASTs), or license.

2.9 For leaseholders/shared owners, it will be for the resident's insurers to consider the need for alternative accommodation and offer advice and guidance under the

relevant buildings' insurance cover. ccha will revert back to the terms of the Lease to clarify our obligations.

3.0 Vulnerable Customers

3.1 In all situations where a vulnerable customer is required to vacate their property, they will be supported by ccha as appropriate. We will work collaboratively with appropriate external support agencies and where applicable extended family in all cases to ensure tailored support is given to our residents during the decant period.

3.2 During a temporary or permanent move / decant, a member of staff from the Neighbourhood Services or Housing Services team will be assigned as the central point of contact, addressing any queries from affected residents which require cross team responses and solutions and assisting with any challenges arising due to the move.

4.0 Possession Proceedings

4.1 Where there is a serious health and safety issue or the property is required for redevelopment or disposal and all rehousing options have been exhausted, or the resident has failed to engage with us, we will consider formal legal action to seek possession.

5.0 Temporary Moves / Decants

5.1 We will offer a temporary move/decant to residents who cannot safely remain in their property. Any resident required to move out of their home on a temporary basis will retain their tenancy rights to the property.

5.2 Temporarily Rehousing Residents

5.2.1 We will be as flexible as possible in our approach to each individual case.

5.2.2 When a temporary move/decant is required, we will first explore whether the household could stay with friends or family. If this is not possible, the following options will be considered:

- A hotel, bed and breakfast or serviced apartment
- Older Persons guest room if the resident fits the age criteria
- A vacant ccha property

5.2.3 The above options will be considered in light of the particular household circumstances including but not limited to, the size of household, predicted length of stay, personal circumstances and support requirements. Residents are expected to be flexible with their areas of choice.

5.2.4 Where we are unable to utilise one of our own properties, the resident will be referred to ICAB (Insurance Claims Accommodation Bureau), who will source alternative temporary accommodation on our behalf. (ICAB Instruction request available on the Hub)

5.2.5 Where a temporary decant stays in a hotel, bed and breakfast or serviced apartment and it reaches two weeks, or where the decant is expected to take longer than two weeks, we will consider placing them in the next suitable available ccha vacant property for the remainder of the temporary decant.

5.2.6 Where we are able to utilise one of our empty properties, we will cover costs of making the property habitable which include but are not limited to:

- Providing flooring
- White goods
- Removals
- Cost of Utilities
- Decoration if applicable
- Provision of window dressings

5.2.7 We will take all reasonable steps to offer like for like alternative accommodation but this cannot be guaranteed. Two offers will be deemed as reasonable for a temporary move/decant and any further offers will be at the discretion of the Operations Manager, who will take into account timescales and health and safety implications.

5.2.8 Residents can only refuse an area if moving there will put them at risk. Other mitigating reasons for refusing an area will be considered by the Operations Manager whose decision is final.

5.2.9 ICAB can find accommodation suitable for pets at the request of ccha during a temporary move /decant.

5.2.10 Where alternative like for like accommodation cannot be found, ccha will endeavour to find accommodation through Local Authorities, Housing Associations and through the private rented sector where appropriate.

5.2.11 During a temporary move/decant, residents will normally continue to pay rent and services charges to ccha for their permanent home, as well as Council Tax to the relevant local authority. Residents will not normally be charged rent on the property they have temporarily been decanted into.

5.2.12 Residents will not normally be able to remain in the temporary accommodation when their permanent home becomes available for occupation. The exception to this is where a resident has moved to another ccha property, is already on the transfer

waiting list, meets the criteria for an offer of that property for a permanent transfer and requests to stay permanently. Where this is the case, they will not be entitled to Home loss or Disturbance payments.

5.3 Subsistence Payments

5.3.1 If a resident and their household stays in temporary accommodation without cooking facilities, a payment of £15 per person over the age of 12 per day and £7.50 per child under 12 and over 6 months per day will be made as a contribution towards the cost of food and drink (up to maximum payment of £60 per day per household). This is not intended to cover full costs, as some costs would have been incurred if the resident was living at home. If the accommodation includes breakfast, the payment will be £12.50 per person over the age of 12 and £6.00 per child under 12 and over 6 months per day (up to a maximum payment of £50 per day per household).

5.3.2 Subsistence payments will normally be made directly to the resident upon return to their primary home or after the first week then weekly thereafter if longer. The resident will receive a Financial Assistance Form to clearly set out the payment breakdown.

5.3.3 Where a resident stays with family or friends, we will make the following payment in recognition of the inconvenience caused:

- Studio/One Bedroom = £50 per week
- Two Bedrooms = £75 per week
- Three Bedrooms and above = £100 per week
- Provide a taxi where no transport is available

5.4 Discretionary Payments

5.4.1 We will consider paying other expenses directly to the resident on a case-by-case basis such as, travel, laundry, parking (receipts must be provided for this, and must be proportionate and reasonable) and the need to move existing white goods to the temporary accommodation.

5.4.2 We will arrange and cover storage costs where required in order to carry out essential works.

6.0 Permanent Move / Decants

6.1 We aim to ensure that permanent decants are, wherever possible, achieved with the agreement of affected residents. We will take all reasonable steps to offer like for like alternative accommodation unless the resident wishes to move to a smaller home though this cannot be guaranteed.

6.2 Permanently Rehousing Residents

6.2.1 The following rehousing options are available to residents permanently moving/decanting:

- three suitable offers within ccha stock
- bidding for another home on a Choice Based Letting Scheme (CBL) in the local area (banding will be applied by the Local Authority)
- pursuing an alternative housing option

6.2.2 We may offer accommodation directly to the resident where an available ccha property suits their household's needs. This may be as part of our Transfer Policy or in conjunction with the relevant Local Authority. In this case, a new tenancy would be granted but the resident would retain their original tenure.

6.2.3 Whilst we will take into consideration the residents' preferences as far as possible, we will only make three offers of suitable alternative accommodation. An offer will be deemed suitable if it reasonably meets the needs of the resident and their family in terms of size, rent, and security of tenure and in terms of proximity to any workplace and/or school(s), and in relation to needs relating to accessibility, mobility or disability related adaptation.

6.2.4 Support will be available to residents who require assistance with bidding for a new property using the relevant Local Authorities CBL Scheme to ensure they are not disadvantaged.

6.2.5 We will take all reasonable steps to offer like for like alternative accommodation but this cannot be guaranteed. Three offers for a permanent move/decant and any further offers will be at the discretion of the Operations Manager, who will take into account timescales and health and safety implications

6.2.6 Where alternative like for like accommodation cannot be found, we will endeavour to find accommodation through Local Authorities, other Housing Associations and through the private rented sector where appropriate.

6.2.7 Where the resident declines ccha direct offers or chooses not to bid on another home via CBL, it would be open to them to move in with friends/family or find their own suitable accommodation.

6.2.8 Where all reasonable rehousing options are exhausted, ccha will consider formal legal action to seek possession.

6.3 Home Loss and Disturbance Payments

6.3.1 Residents who move permanently will be entitled to set statutory payments in the form of a 'Home Loss payment' and/or a 'Discretionary Disturbance Payment'.

These payments will be checked for accuracy at the time the compensation is calculated based on the legislation at the time.

6.3.2 Disturbance and Home Loss compensation will be in accordance with the Land Compensation Act 1973 (as amended by annual increases to home loss payments by The Home Loss Payments (Prescribed Amounts) (England) Regulations 2019) and the Planning and Compensation Act 1991.

Home Loss payments

6.3.3 Information on current entitlements can be found on Gov website.

[Land Compensation Manual Section 13: Loss payments - Part 1: Home loss payments - Guidance - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/land-compensation-manual-section-13-loss-payments-part-1-home-loss-payments)

6.3.4 Where there are joint residents or co-owners only one Home Loss Payment is payable.

6.3.5 To qualify for a Home Loss Payment, the resident must satisfy each of the following criteria:

- be permanently displaced from their home because of refurbishment or redevelopment. The payment is not therefore available if the resident is able to return to their property at the end of the works or they elect to move before the decant process starts;
- have occupied their home as their main or only residence for at least a year (ending with the date of displacement);
- claim the payment directly within six years of their decant;
- have a formal legal interest in the property (lodgers and licensees will not qualify).

6.3.6 Before receiving a home lost payment residents must hand back the keys from the home they have vacated. Once these have been received their Neighbourhood/Housing Services Officer will arrange to visit them in their new home. The Home Loss payment will be processed on completion of this visit. There will be no circumstances when this payment can be made prior to this point.

6.3.7 Where there are arrears or sundry debts exist on the current or previous tenancy, these will be deducted from the Home Loss payment before it is made. If the Home Loss payment does not cover any arrears in full the resident will still need to make arrangements to pay the outstanding amount.

Disturbance payments

6.3.8 Disturbance payments cover 'reasonable expenses' incurred by the resident during a permanent move. Residents displaced from properties that have been

adapted for a disability are entitled to the comparable cost of those modifications (at the time they were made).

6.3.9 Unlike Home Loss payments, there is no minimum length of occupation required to receive a disturbance payment. The meaning of 'reasonable expenses' has been examined in the courts and it has been held that this refers to expenses which relate strictly to the move, and which are reasonably incurred as a direct and natural consequence of the displacement. Expenses must therefore be closely connected to the move.

6.3.10 Where possible, we will pay expenses upfront to a supplier rather than reimbursing the resident. Where this is not possible, all agreed claims for disturbance payments paid by the resident must be accompanied by the original valid receipts.

6.3.11 We will work with the resident and agree appropriate disturbance payments. In line with our delegated authority policy residents may be asked to get more than one quote. All expenses need to be agreed with the resident in advance. These may include but are not limited to,

- removals;
- carpets;
- decorating of walls only;
- re-connection and disconnection of telecoms (e.g. landline and Wi-Fi);
- re-connection and disconnection of gas and electric;
- redirection of mail;
- travel expenses for viewing

6.4 Property Improvements

6.4.1 Where a resident has undertaken improvement works to their property and has obtained our written consent to those improvements in accordance with the Repairs and Maintenance Standards, they may be entitled to compensation for the value of the improvements under that policy.

6.5 Personal Belongings

6.5.1 Where a resident or household member has left personal belongings at the property our Abandonment Policy & Procedure should be referred to for further guidance.

7.0 Confidentiality & Data Protection

7.1 For the purposes of this policy and how we manage the information that we hold on individuals as part of our management processes, we will comply with our obligations as set out under our Group Data Protection Policy.

8.0 Fair and Equal Treatment

8.1 We will make sure everyone is treated fairly and without discrimination, regardless of their race, gender, sexual orientation, disability, religion or belief, gender re-assignment, pregnancy and maternity, marriage and civil partnership and age. We will promote inclusion, challenge discrimination and seek to make reasonable adjustments to ensure that everyone can access our services and that no one is excluded inappropriately from any services or activities provided by us.

8.2 An Equality Impact Assessment has been undertaken and has indicated that this policy would not discriminate against any specific groups.

9.0 Legislative and Regulatory Requirements

9.1 Legislation and regulation linked to this policy include:

- Land Compensation Act 1973
- Planning and Compensation Act 1991
- Housing Act 1985
- Housing Act 1996
- Town and Country Planning Act 1990
- Human Rights Act 1998
- Homelessness Act 2002
- Homelessness Reduction Act 2017
- Housing Act 2004
- Housing and Regeneration Act 2008
- Home Loss Payments (Prescribed Amounts) (England) Regulations 2019 (nb these are revised annually)
- Assured Shorthold Tenancies Notices & Prescribed Requirements Regulations 2015
- General Data Protection Regulation 2016 and Data Protection Act 2018
- The regulatory framework for social housing and the consumer standards

10.0 Related Documents

10.1 Documents related to this policy include:

- Temporary Move / Decant Procedure
- Permanent Move / Decant Procedure
- ICAB Procedure
- Tenancy Policy
- Allocations and Lettings Policy
- Transfer Policy
- Abandonment Policy and Procedure
- Repairs and Maintenance Standards
- Recharge Policy
- Insurance Policy and procedure

- Income Recovery Policy and Procedure
- Former Tenant Arrears
- Group Data Protection Policy

Version History	
Policy Name	Temporary and Permanent Move / Decant Policy
Version Code	V1.1
Lead Officer	Director of Customers
Equality Impact Assessment	May 2024
Data Protection Impact Assessment	May 2024
Resident Consultation	N/A
Colleague Consultation	March 2024
Date of Issue	November 2024
Review Date	May 2027
Policy and Procedures Replaced	Decant Policy (2021)
Amendments Made	<p>Renamed policy with inclusion of the word 'Temporary and Permanent Move' in line with good practice.</p> <p>Updated subsistence award for residents staying with family and friends.</p>