

LHC Decant Policy



| | | | |
|------------------------------------|---|-----------------------------|-----------------|
| Reference: | Version 2 | Author: | Sue Needham |
| Scope: | Loddon Homes Berry Brook Homes | Approved by: | Holly Messenger |
| Legislation: | Land compensation Act 1973 Planning & Compensation Act 1991 | Date of approval: | November 2019 |
| Regulatory/ Governance: | The regulator for social housing Tenancy standard | Date of next review: | November 2022 |
| Related Policies: | Compensation policy Complaints policy Repairs and maintenance policy Asset management strategy | | |

1. Policy Statement

- 1.1. This policy applies to Loddon Homes and Berry Brook Homes which collectively will be referred to as the Local Housing Companies (the LHC).
- 1.2. The LHC delegates responsibility for the delivery of this policy to Wokingham Borough Council (WBC) Tenancy Services.
- 1.3. Although WBC has been delegated responsibility, the LHC will be consulted and sign off the following proposed actions in delivering this policy:
 - Emergency decanting where practicable, before decision
 - Temporary decanting
 - Amount of compensation offered
 - Amount of disturbance payment(s) to be paid
 - Decision to permanently decant.
- 1.4. The LHC recognises that situations do arise when it is required to temporarily or permanently rehouse individual residents or groups of residents. These decants are usually necessary when a property is in need of major repair works, often as result of fire or flood for example, or need to be refurbished or modernised. Decants may

also be required as a result of a property needing rebuilding or disposed of to enable effective asset management in line with the LHC's Asset management strategy.

1.5 Aims and objectives:

The LHC aims to achieve the following outcomes to be delivered by:

- managing the decant process in an efficient and equitable manner
- causing the least possible disturbance to residents who are decanted on either a temporary or permanent basis.
- assisting residents in moving and arranging any move required by the work.
- being fair when calculating the amount due to residents if not determined by statute and using a fair basis for assessment of the loss or costs incurred. See Compensation policy.
- making reasonable payments to residents who are being moved compulsory.
- making reasonable attempts to ensure that accommodation is provided with similar adaptations where an individual has particular needs and their existing home has been specially adapted.
- making interim payments in situations where there is clear evidence of financial hardship caused by the move.

2. Scope

2.1. This policy applies to all residents of the LHC.

3. Definitions

3.1 Decanting: the process where residents are required to move from their homes, due to the reasons stated at 1.4 above, or an authority with compulsory purchase powers has redevelopment plans for their home. These plans may involve demolition or major repair or improvement to the property (resulting in a significant change of character to the property, e.g. building an extra room) and will require to resident to move out, either temporarily or permanently, for the works to be completed. This does not include residents moving due to transfer, mutual exchange or choosing to end their tenancy.

3.2 Emergency Decant (1-14 days) is where an unexpected event has caused a property to become uninhabitable e.g. fire or flood. In most cases, the LHC will liaise with WBC in order for the resident to register as homeless and be offered temporary accommodation. Other options include:

- Staying with friends or relatives
- Staying in B&B or hotel accommodation (board only)¹ at the LHC's expense

3.3 Temporary Decant (more than 14 days): is where accommodation provided by the local authority may only be very short term and may not be fit for purpose for a longer term decant. Where the property provided by WBC is not suitable for the household's needs on a longer term basis, the LHC would make reasonable attempts to rehouse the residents into alternative temporary accommodation for the period of the works.

¹ In certain circumstances at the Head of Development and Operations' discretion, the LHC may agree to book the accommodation with breakfast (and dinner) included.

Options include:

- Staying in B&B, Airbnb or hotel accommodation (board only)² at the LHC's expense
- Staying with friends or relatives
- Temporary decant to an alternative LHC or WBC property when a licence to occupy will be issued and the tenancy continues for the resident's permanent home.
- In some very exceptional circumstances it may be appropriate to use a private let property.

3.4 Permanent Decant: In some situations, where major redevelopment work is being undertaken, a property may need to be demolished or significantly altered. Where this is the case, the residents would be permanently decanted. This would result in a new letting. The LHC will provide suitable alternative accommodation for a permanent move and work with the residents and to meet their household's requirements and preferences, where possible.

3.5 Reasonable alternative accommodation (for permanent decant) must give comparable security of tenure as that already enjoyed, such as a secure or assured tenancy. In allocating a property, the LHC must have regard to the household's needs; this includes number of bedrooms, location of workplace, schools and support networks.

4. Roles & responsibilities

4.1. WBC Tenancy Services is responsible for responding to situations that require a resident to be decanted.

4.2. The Housing Managers are responsible for providing guidance and support to the Housing Officers in delivering this policy

4.3. The Senior Specialist Housing Manager has overall responsibility to ensure that this policy is implemented in consultation with the Head of Development and Operations at LHC.

5. Legislation

5.1 The LHC will take into consideration the following when implementing this policy:

Land compensation Act 1973

Planning & Compensation Act 1991

6. Compensation for decants

6.1 The LHC will work with residents throughout any decant process to ensure the disruption to their lives is kept to a minimum and where applicable disturbance and home loss payments are made to them.

² As 1 above

6.2 Home Loss & Disturbance Payments (refer to the Compensation policy)

6.2.1 In delivering this policy, the LHC must always consider statutory payments that must be made to residents and these fall into two categories:

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

6.2.2 Any statutory and discretionary payments may be offset, wholly or partly, against debts owed to the LHC. Exceptions to this will be considered on an individual case basis.

6.2.3 Home Loss Allowance: this will only usually be paid for permanent moves, where certain criteria are met. These are:

- The resident must have occupied the property as their sole or main residence for a period of at least one year prior to the date of displacement,
- the move must be permanent,
- the claimant must be a general needs assured or fixed term tenant.

Any exceptions to the above will be considered on a case-by-case basis.

The current amount as stipulated by the Government is £6,300.00.

6.2.4 If there are any leaseholders permanently displaced due to the LHC's development or regeneration and where the date of displacement falls on or after 1 October 2018; the amount to be paid is 10% of the market value with a minimum payment of £6,300 and a maximum payment of £63,000.

These amounts may be subject to annual Government revisions.

6.2.5 Disturbance Allowance: For this to be paid, the resident need not have lived in the property for 12 months but has to be the tenant at the time of the decision to decant.

The basis of the Disturbance Allowance is to ensure the resident is not financially out of pocket due to the move.

Examples of the items which can be included, but not limited to, are:

- the cost of removals and/or storage of belongings
- the cost of altering soft furnishings, i.e. refitting carpets, altering curtains and blinds and re-fixing
- the cost of providing curtain rails
- the 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 cooker if type of fuel is different in new home
- storage of any belongings not able to be taken into the 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.

6.2.6 Right to return

Residents who have to move due to:

- major works - will have a legal right to return to their home
- refurbishing - will not have a legal right to return to their home

7. Decanting leaseholders

7.1 The LHC will consult leaseholders about any major works (under LHC's Section 20 consultation policy and procedure) prior to any discussions around possible decanting.

7.2 However, once the necessity of decant has been decided the LHC will start consultation on the proposed decant. The LHC has no automatic right to decant leaseholders and any decanting and compensation paid to the leaseholder must be through negotiation. If such situation arises, the LHC will consult leaseholders at the earliest opportunity and strive to seek the most equitable solution. It is possible in some cases the LHC may have a right to decant a resident to enable major works to be carried out under the terms of their individual lease. Ultimately if the LHC's ability to discharge its repair and maintenance responsibilities which are likely to include major works to the structure of the building was hindered by a leaseholder the LHC would take legal advice on the way forward.

7.3 Decanting non-resident leaseholders

7.3.1 The LHC has no right or responsibility to decant non- resident leaseholders or their tenants.

7.3.2 If such a situation arises the LHC will consult with these leaseholders at the earliest opportunity and strive to seek the most equitable situation.

7.3.3 If the non- residents are tenants of a LHC leaseholder then the LHC will negotiate directly with the leaseholder.

7.3.4 Where a repair to an LHC property requires the temporary relocation of a neighboring non-LHC property, the LHC will discuss and negotiate the terms of this with that owner.

8. Rights & responsibilities

8.1 During the decant process, residents have the right:

- To have their home and belongings treated with respect
- To be kept informed by the LHC of the details and progress of their decant
- To be remunerated with reasonable costs and expenses incurred through the 'disturbances' of any decant.

8.2 As part of this, residents have the responsibility to:

- inform the LHC staff of any conditions and needs that would require consideration when planning their decant
- keep full and legitimate records and proofs of purchase for expenses incurred as part of the decant
- inform staff in writing of any changes in circumstances or needs during the decanted period
- pack and prepare for the move, or to inform the LHC if they require support in this
- inform utilities companies (gas, water, electricity, sky/cable TV, telephone) of their decant
- notify WBC for any Housing Benefit (or DWP or Universal Credit) or Council Tax of the decant
- look after their temporary home whilst they reside in it

8.3 In managing the decant process, the LHC reserves the right to:

- Exercise discretion in the non-statutory aspects of this policy and this must be communicated to the resident
- Make project specific changes to the property during a temporary decant
- To make changes to the conditions of a planned and programmed decant at different phases where the project requires and this must be communicated to the resident
- Take possession action against residents, who need to be decanted permanently, and are refusing to move although suitable alternative accommodation has been offered or is available.

8.4 In managing the decant process successfully, the LHC has the responsibility to:

- Work with residents, where possible, to agree the terms and conditions of a decant
- To keep decanted residents and all staff involved up to date with the details, progress and any changes.

9. Possession action

9.1 The LHC recognises that despite its best efforts, there may be instances when a resident refuses to move to alternative suitable accommodation when permanent decanting is required.

9.2 Any delay in the programme of decanting residents will potentially affect the redevelopment or refurbishment programme to the detriment of the LHC and other residents affected.

9.3 In these circumstances, the LHC will initiate possession proceedings against the resident(s) by serving a Notice Seeking Possession under mandatory ground 6 for assured and fixed term tenants, allowing 2 months' notice.

9. Equality & Diversity

9.1 The LHC recognises the needs of a diverse population and always acts within the scope of its own Equality and Diversity Policy, the Human Rights Act 1998, and Equalities Act 2010. The LHC works closely with its partners to ensure it has a clear understanding of its resident community with clear regularly updated service user profiles. The LHC will record, analyse and monitor information on ethnicity, vulnerability and disability.

10. Confidentiality

10.1 Under the Data Protection Act 2018 and the Human Rights Act 1998, all personal and sensitive organisational information, however received, is treated as confidential. This includes:

- anything of a personal nature that is not a matter of public record about a resident, client, applicant, staff or board member
- sensitive organisational information.

10.2 The LHC's employees will ensure that they only involve other agencies and share information where there is a legal basis for processing the information.

11. Review

11.1 This policy will be reviewed on a three yearly basis or more frequently in response to changes in legislation, regulatory guidance, good practice or changes in other relevant LHC policies.

12. Performance

12.1 Performance in relation to the delivery of the services and activities set out in this policy will be monitored on an ongoing basis through our established reporting mechanisms to associated boards.

13. Appendices

None