

Decant Policy – HO101

1. Policy Principles

- 1.1 bpha aims to maintain and improve its homes to a high standard and to develop high quality housing. As a result, it may be necessary to decant customers from their principal homes to enable major repairs or improvements to take place. It may also be necessary to decant customers on a permanent basis where redevelopment or demolition of properties has been identified; or on a temporary basis to enable repairs, refurbishment or other major works to be carried out; or, in the case of an emergency which makes the property uninhabitable, such as fire or flood.
- 1.2 This policy details bpha's approach to decanting customers from their principal into alternative accommodation when necessary.
- 1.3 This policy covers temporary, permanent and emergency decants.
- 1.4 This policy applies to customers who live in rented accommodation, leaseholders and shared owners.

2. Definitions

- 2.1 Decanting: a legal definition used to explain the process where residents are required to move from their homes, due to reasons stated above, or if an authority with compulsory purchase powers has redevelopment plans for their home.
- 2.2 Principal Home: a home where a person(s) lives most of the time as their only residence

3. Policy Statement

- 3.1 bpha have a right to decant customers who are not leaseholders from their principal homes to enable major repairs or improvements to take place or in some cases when redevelopment or demolition is required. bpha have no automatic right to decant leaseholders, including shared owners, however, there may be instances where decanting is essential, such as subsidence underpinning.

4. How we Deliver the Decant Policy

- 4.1 A fair and efficient process is in place to support customers through the decant process.
- 4.2 We aim to carry out works without having to decant customers and will determine when relocation is required by carrying out a full assessment of the customer's household considering their needs whilst considering the extent of the major works and repairs required and the approximate time this is likely to take. We may consider decanting if the work and/or the time required is extensive.
- 4.3 We consult with customers as soon as it is apparent that a decant may be necessary and work with them throughout the decant process to ensure the disruption to their lives is kept to a minimum.
- 4.4 Where a decant is required we identify the needs of the customer and their household and do everything reasonable to provide the most suitable accommodation.
- 4.5 We make disturbance and home loss payments where applicable.
- 4.6 Any statutory and discretionary payments are made promptly to alleviate any financial hardship.
- 4.7 We keep customers informed throughout the whole process including timescales where works are likely to be completed in their principal home.
- 4.8 In the case of redevelopment or demolition of properties bpha will have a decanting plan which will include consultation with customers.

- 4.9 If the customer is deemed responsible for the damage to the property e.g. candle catching fire, children turning a hob on, cooking, chip pan fires etc bpha will recharge the resident once the claim is completed and the customer has returned to their principle home. The amount the customer would be recharged ranges from 10% of bpha’s insurance excess to the full 100% depending on the cause of the damage.
- 4.10 For customers who do not have contents insurance, bpha will recharge the customer for removing their debris if the loss adjuster does not agree the cost to do this.
- 4.11 Any cleaning costs incurred, or any damage caused by a customer to a private rental property where a customer has been rehoused will be recharged to the customer.

4.12 Types of Decant

4.12.1 Permanent Decants

- A permanent decant is where a customer is rehoused into suitable alternative accommodation on a permanent basis. This usually takes place when a property or block of flats is being demolished or disposed of. A permanent decant may also be offered where repairs or improvement works are likely to take a long period of time. This will help the customer as they will not have to move more than once, and it can be more cost effective for all parties involved
- bpha will look to provide alternative accommodation where a permanent decant is required and will work with the customer to meet their requirements and preferences where possible. We cannot guarantee customers’ requirements and preferences can be met when providing alternative accommodation.
- If a customer refuses to be permanently decanted or refuses to take suitable alternative accommodation, bpha will take legal proceedings to obtain a court order.

4.12.2 Emergency Decants

- An emergency decant is usually required when an unexpected event has caused the property to be uninhabitable such as a fire or flood. In these situations, bpha will support customers in finding alternative accommodation. This may include but is not limited to:
 - Staying with friends or family
 - Hotel accommodation (board only)
 - Other bpha accommodation
 - Private rental
 - Serviced apartment
 - Referral to Local Authority housing options team
- In any emergency the priority will be the immediate rehousing of the customer affected. Once this has been resolved a full assessment will be carried out to establish the likely timescales of the property being uninhabitable and the housing requirements of the customer.
- Each case will be reviewed on an individual basis to ensure appropriate steps have been taken to address the customer’s needs and that suitable alternative accommodation has been found. Whilst we consider factors such as schools, place of employment etc, we cannot guarantee that the emergency accommodation provided will meet all requirements.
- Rent on the customer’s principal home needs to continue to be paid as bpha is still providing accommodation.
- If the customer does not pay the rent for their principal home, bpha may take tenancy action on the grounds of non payment of rent.

4.12.3 Temporary Decant

- A temporary decant is where a customer moves out of their principal home for a period of time to enable repairs, refurbishment or other major works to be carried out. After the work has been completed the customer is expected to move back to their principle home.

- Where the temporary decant results in the customer moving into another bpha property then the customer will be issued with a licence agreement and will be liable for the rent for that property. The tenancy for the customer's principal home will continue to run throughout the period of the decant.
- We may not be able to guarantee large households the option of being rehoused together in temporary accommodation.
- If a customer refuses to be temporarily decanted, bpha will take legal proceedings to obtain a court order.

4.13 Household Members

- 4.13.1 The people living at the customer's principal home at the time of the decant will be the only people eligible to be rehoused, and in some cases bpha may ask for evidence of residency. Visitors at the property will not be rehoused.
- 4.13.2 Despite pets being considered part of a household by some customers, bpha will not be responsible for finding alternative accommodation for household pets in the case of a decant, however, exceptions will be made for assistance animals as without the auxiliary aid of an assistance animal the customer will be put at a substantial disadvantage.

4.14 Suitable Alternative Accommodation

- 4.14.1 bpha will endeavour to make an offer of a like for like property. A permanent decant should not provide customers with a different size property to that of their principal home, except in cases where the customer was either statutory overcrowded or under occupying.
- 4.14.2 Where suitable accommodation cannot be obtained within bpha housing stock then arrangements will be made to support the customer to find alternative accommodation with another landlord. This will usually involve helping the customer to register with the relevant Choice Based Lettings scheme and liaising with the relevant Local Authority Housing Options team. bpha may also contact other Registered Providers to assist with other alternative accommodation
- 4.14.3 bpha will have regard to customers stated preferences but an offer will be deemed as suitable if it is reasonably suited to the needs of the customer and their household as per Ground 9, Schedule 2 of the Housing Act 1988. If the offer is refused, no further offers will be made and bpha will take action to end the tenancy.

4.15 Financial Help with Move

- 4.15.1 There are three main types of payment that bpha may make to customers that are being decanted:

- **Disturbance Payments (Statutory)**
 - The purpose of statutory disturbance payments is to ensure that customer(s) are not financially disadvantaged due to the relocation. bpha, in consultation with the customer, will cover what we deem as 'reasonable expenses', normally in the form of quotes. To qualify a customer must have a right to occupy the property at the time of the decision to 'decant' and this applies to all customers.
 - In accordance with the purpose of statutory disturbance payments, where customers have rent arrears, disturbance payments will not be used to clear the account.
- **Home Loss Payment (Statutory)**
 - Home Loss is a one-off payment made to customers who are required to move permanently out of their principal home and applies to all customers. As a registered housing association bpha are legally obliged to make a payment if the following conditions are met:
 - The permanent decant was a direct result of work being carried out at the property or due to demolition.
 - The move is permanent.
 - The property the customer occupied is their only or principal residence.

- The customer has lived at the property for at least 12 months.
 - The amount of the payment is set by legislation currently by The Home Loss Payments (Prescribed Amounts) (England) Regulations 2017 which is normally reviewed annually. The payment must be claimed by those customers directly affected and is subject to a maximum time period, this currently being within six years of the customer's displacement.
 - bpha will ensure that it makes payments in accordance with the correct rate at the time of the relocation. If a customer is in arrears, then bpha will deduct this amount from the Home Loss Payment. bpha will inform the customer in advance of when they intend to do this.
- **Discretionary Payments**
 - bpha will consider making discretionary payments to customers where a decant is required on a temporary basis or where the customer may not be eligible for statutory payment. In these circumstances bpha may consider making discretionary payments to cover reasonable costs associated with a move.

4.15.2 Payments of any kind will not be paid in the case of an emergency decant, however, there is the option of the welfare budget for those customers who may need some financial support.

4.15.3 We do not provide financial support to customers in those cases where it would be reasonably expected for a customer to have household insurance and where the cost should be met from the policy's cover.

4.16 Right to Return

4.16.1 bpha will endeavour to help customers to return to their principal home and/or neighbourhood wherever possible. This may not always be possible and so where this cannot be achieved bpha will work with, and support the customer(s), to provide options for alternative suitable accommodation.

4.16.2 Customers who must move due to major works will have a legal right to return to their home.

4.16.3 Customers will not have a legal right to return to their home where the move is due to remodelling to change the structure or form of a building.

4.17 Decanting Leaseholders and Shared Owners

4.17.1 bpha will consult with leaseholders and shared owners about any major works under the Section 20 process. Once it has been identified that a decant is required as part of the major works then bpha will start consultation on the proposed decant at the earliest opportunity.

4.17.2 bpha has no automatic right to decant leaseholders or shared owners and any compensation paid will be made by means of negotiation based on property valuations; in any event bpha will always seek the most equitable solution and we may seek legal advice. bpha will take legal advice to find an appropriate solution where this cannot be achieved because bpha cannot discharge its repair and maintenance responsibilities (including major works to the structure of the building).

4.17.3 bpha has no automatic right or responsibility to decant non-tenants and any compensation paid to them must be through negotiation. If the non-tenants are tenants of a bpha leaseholder, then bpha will negotiate directly with the leaseholder.

4.18 Garages

4.18.1 There will be occasions where a garage is no longer lettable and may need to be demolished due to either redevelopment at the garage site or because of a safety issue. If this is the case and the garage has a tenancy against it, the garage will need to be decanted and notice provided. If the reason for the decant is because of a health and safety concern, the notice period will be 7 days. In all other circumstances the notice period will be 28 days. If the tenant confirms they would like a new garage they will be prioritised on the garage waiting list and will take priority over those already on the waiting list who have not been decanted.

5. Associated Legislation, National Standards and Regulations

- 5.1 Housing Act 1985
- 5.2 Housing Act 1988
- 5.3 The Home Loss Payment (England) Regulations
- 5.4 Equality Act 2010

6. Monitoring, Reviews and Evaluation

- 6.1 This policy will be kept up to date and amended accordingly to reflect any changes in legislation, standards and guidelines.
- 6.2 The policy update is scheduled for a three-year period and will also be reviewed as legislative changes are put in place.

7. Associated Documents

- 7.1 Payments and Incentives Policy
- 7.2 Allocations Policy

Approved by	SMT
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Owner	Head of Housing Operation
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