

<b>Policy title</b>	Decant Policy
<b>Directorate</b>	Customer & Communities
<b>Author</b>	Shaheen Yousaf – Neighbourhood Manager North
<b>Date First Approved</b>	January 2023
<b>Latest Date of Approval</b>	January 2023
<b>Next Review Date</b>	January 2025
<b>Policy Scope/Users</b>	The Decant policy sets out guidelines for MSV staff to manage the temporary or permanent decant of individuals or groups of customers when a situation has arisen, and the customer(s) needs to move out of their home to enable works to be carried out to their property. This policy applies to all General Needs, Supported Living and Later Living properties.
<b>Date EIA done</b>	January 2023

## 1 Introduction/policy purpose

Mosscares St Vincent's Housing Group (MSV) is committed to maintaining its properties and meeting the legal and health & safety requirements. In certain circumstances this may require carrying out work in customer(s) homes where MSV need to decant the customer(s) into alternative temporary or permanent accommodation whilst the works are being completed to their property.

A **decant** is where it is necessary to move the customer(s) out of their home either on a temporary or permanent basis while their property is being rebuilt, refurbished or undergoing remedial works.

A **temporary** decant – is where we expect the customer(s) to return to their main home after the works have been completed.

A **'permanent decant'** is where the tenant(s) will be moved to another property and MSV are not giving them the option to return to the original tenancy property.

MSV housing recognises on occasions the Supported Housing/Later Living team(s) may be required to work outside this policy because of the specialist adaptive accommodation needed.

MSV recognises that it can be stressful for the customer(s) who have to be decanted. MSV will support customers during the decant procedure and will keep them informed at all stages of the process. The necessary works will be actioned as quickly as possible and to a high standard. The health & safety of our customers will be the main factor when the use of the decant accommodation is being considered.

- 1.1 A decant will be deemed necessary where the property may be uninhabitable (requires major repairs) or improvement works are required to a property which cannot be carried out with the customer occupying the property.

Factors to determine whether a decant is required will include:

- The nature of the works
- The likely period of disruption
- The individual needs of the customer(s)
- Health & Safety
- Equality & Diversity

The following list although not exhaustive, includes examples of where an offer of a decant may be made:

- Extensive fire damage
- Flooding
- Full refurbishment of the property
- Full house re-wire
- Extensive roof repairs
- Damp and mould work
- Timber infestation

The situation would generally be where the properties are being repaired and the works carried out make it necessary for the tenant to vacate the property during the period due to the level of disruption. This decision will be made on an individual basis by the Property Care / Capital Investment / Disrepair team(s) in consultation with the Officer, Manager or Assistant Director.

- 1.2 Where there is a large scale/long term decanting, a property or properties should be identified to be used for a temporary basis. The property should be in a good state of decoration with carpets, window coverings throughout, it should also comply with MSV's usual void standard.

The property/properties to be used will be identified by the Lettings Manager in conjunction with the relevant Officer / Manager / Assistant Director. For Supported Living properties may also need to be identified in conjunction with

the supported provider or social care, due to the tenant's disabilities and care requirement.

When moving temporarily to another property, the Officer will sign up the customer on the decant paperwork which will set out certain conditions including clearly stating the purpose of the accommodation and its intended duration. The paperwork will include the requirement for the customer to give up occupation of the property when the works are completed. The rent will remain the same as what they are already paying.

If the decant is permanent, then the tenancy should be signed under the same security as the original tenancy. Any changes in the rent should be discussed at the earliest with the customer.

- 1.3 Where the requirement to decant individual households on an ad hoc basis or in cases of emergencies, other options should be explored. If the works are only for short term or the circumstances around the decant are short term/temporary or due to an emergency eg a fire or respite, Officers should explore other options such as customers stay with family members, Air BnB or hotel stays.

For hotel stays the booking (with the customers consultation) will be for bed & breakfast and a discretionary meal allowance of up to £20 per person per day. Other costs to consider may include additional travel expenses to school/work.

Customers will not have access to their original property whilst in works. If the customer(s) wishes to visit the property, they should always be accompanied by a member of staff.

## 2 Description of the Policy

- 2.1 MSV recognises its social responsibility to provide a suitable and decent standard of accommodation, also the potential financial costs incurred as a result of properties falling into disrepair.
- 2.2 Property Care / Capital Investment / Disrepair team (s) will notify the relevant team where a property or properties have been identified, which are in need of major repairs and the customer(s) cannot remain in the property whilst the repairs are being carried out.
- 2.3 The Neighbourhood / Supported/ Later Living team(s) and Lettings team, will arrange suitable alternative accommodation for the customer(s) that are required to be decanted. MSV where possible will take into account the customer(s) individual needs and that of their household. We will make every effort possible to ensure customers are offered accommodation/properties

similar in size to their tenancy (or other required size) and in the area of their choice.

MSV will arrange and pay for the decant and any return arrangements by using the Property Care Team, contractors or allowances to our customer(s) for the following:

- Furniture removal and/or storage
- Disconnecting and reconnecting cooking facilities
- Disconnecting and reconnecting washing machine
- Mail redirection

For a temporary decant the customer will be required to continue to pay their rent and council tax for their main home.

MSV will pay the council tax at the temporary home and any reasonable costs agreed with the customer. The customer is expected to pay the utilities (eg, gas, electric, water etc) in the decanted property.

- 2.4 For a permanent decant we will consult with the customer(s) and will make all attempts to offer suitable alternative accommodation. Customers will surrender their original tenancy and sign a new agreement for the property they move to. They will have the same security of tenure and rights they had with their previous tenancy. If there is a change in the rent for the new property, customers will be advised in advance of any changes.

If customer(s) do not consent to a decant and the works required are deemed as a possible risk to the customer(s), their household or any visitors to the property we may take legal action to secure possession of the property to allow essential works to be completed. This may include an injunction where necessary and/or seek to terminate the tenancy on any of the applicable grounds for possession as set out in Schedule 2 of the Housing Act 1985 (or any other applicable legislation) This action will be taken to safeguard the wellbeing of the residents and visitors to the property.

- 2.5 Should a customer(s) refuse to return to their permanent home (tenancy) every effort will be made to meet with the customer(s) and address any concerns. If all discussions and negotiations have failed and the customer(s) are unwilling to cooperate MSV may proceed with legal action as the customer(s) does not have no legal rights to remain in a temporary decant property and must return to their original home when they are able to do so.
- 2.6 In some instances at the Neighbourhood/Supported/Later Living Manager and Letting Manager's discretion and on a case by case basis MSV may agree that the customer(s) can give up their existing tenancy and be granted a new tenancy at the decanted property.
- Severe impact on customers health if they have to move again
  - Decanted property addresses overcrowding/under occupying issues

## **2.2 Insurance**

- 2.2.1 Where the need for repairs is a result of an insured event, MSV will submit a claim to recover the costs from our insurers. We will claim for lost rental income, removal costs, accommodation, work costs and any storage costs.

Our insurance provision does not cover loss or damage to our customer's belongings.

## **2.3 Tenant home content insurance**

- 2.3.1 Where a customer has existing home content insurance they should notify their insurance provider if their tenancy address will not be occupied for a period of time and of the decant arrangement. Customer(s) should also advise their insurers of any items to be claimed for.

## **2.4 Home Loss & Disturbance payments.**

- 2.4.1 Home Loss payment is only granted when the organisation is not giving the customer the option to return to their original property. Where the customer has been moved permanently, and they lived at the previous address for over 12 months, they are entitled to Home Loss payment. The level of Home Loss should be checked with current legislation. The payment should be organised by the Officer and given to the customer on the day they sign for the new tenancy. Any rent arrears or monies owing to the organisation should be deducted from the Home Loss payment

Customers can claim Disturbance payment irrespective of the length of their tenancy. Disturbance payment can be granted for temporary decants, where there has been unavoidable costs incurred by the customer. This covers :

'reasonable expenses which can be shown to flow from and be incurred as a natural and direct consequence of the move from the old property to set up the new decant property'

Debts owed to MSV can be offset against the Disturbance payments. Disturbance payments should be made as soon as possible.

## **3 Roles, Responsibility and Policy implementation**

- 3.1 Property Care / Capital Investment / Disrepair team(s) will be responsible for obtaining the information required to make an informed decision as to whether a property requires major works.
- 3.2 Property Care / Capital Investment / Disrepair team(s) will advise The Neighbourhood / Supported/ Later Living team(s) if the customer(s) cannot remain in the property.

- 3.3 Neighbourhood / Supported team / Later Living team(s) will work with the Lettings team who will be responsible for sourcing a suitable alternative accommodation for the customer(s).
- 3.4 In an emergency if the Lettings team is unable to identify a suitable property, the Neighbourhoods / Supported team / Later Living team (s) will find emergency accommodation for example a hotel or Airbnb.
- 3.5 Once a suitable property has been identified the Neighbourhood / Supported / Living team(s) will arrange to relocate the customer(s) to their temporary accommodation.
- 3.6 Property Services / Capital Investment / Disrepair team(s) upon completion of the repair(s) will inform the Neighbourhood / Supported team(s) who will then arrange for the customer(s) to return to their original property.

#### **4 Monitoring, Review and Evaluation**

- 4.1 This policy will be reviewed every 2 years or more frequently if there is a significant change in legislation/operation.

Monitoring should be completed by Property services / Capital Investment / Disrepair / Neighbourhoods / Supported / Later Living / Lettings manager.

#### **5 Related documents**

- 5.1 Decant Procedure
- 5.2 Allocation Policy & Procedure
- 5.3 Rent Arrears Policy & Procedures

## **EQUALITY IMPACT ASSESSMENT – Pro-forma**

**Name of Policy: Decant Policy**

**Date of Assessment / Review January 2023 Author: Shaheen Yousaf**

Who are the main stakeholders in relation to the function?	Customers, staff, board, contractors, consultants	
Who will be consulted and what types of consultation will be carried out?	Board, customers, MSV Teams – via teams and over email.	
Could the function have a differential impact on:	What evidence exists to support your analysis?	
	<b>Yes / No</b>	
Racial Groups	No	The actions affect homes, services, staff, MSV operations in a similar way.
Gender or gender reassignment	No	The actions affect homes, services, staff, MSV operations in a similar way.
Disabled people	Yes	Some parts of the policy would affect those with disabilities.
Age	Yes	Some parts of policy / Procedure may affect the older persons housing specifically.
Sexuality	No	The actions affect homes, services, staff, MSV operations in a similar way.
Religion or belief	No	The actions affect homes, services, staff, MSV operations in a similar way.
Any other protected or vulnerable characteristic including marriage or civil partnerships, pregnancy or maternity?	No	The actions affect homes, services, staff, MSV operations in a similar way.
<p>If the answer is NO to <u>all</u> questions and no differential treatment has been found there is no requirement for a full Equality Impact Assessment. Please go back regularly and review the cycle.</p> <p>If the answer is YES to any of the questions please complete the rest of the form.</p>		
In what areas could the differential identified be considered to have an adverse impact in this function and what solutions will be introduced to overcome these adverse impacts?	<ul style="list-style-type: none"> <li>• Availability of language line to address translation issues, availability of translation service for people who cant read English and one to one translation for interviews and sign ups.</li> <li>• Update of IT database to identify adapted properties to better inform customers of properties available.</li> </ul>	

	<ul style="list-style-type: none"> <li>• Ensure wide as possible accessibility options are available for people with disability or those with frailty, this is done by providing access through website, part of choice base lettings schemes, agile working so officers are able to go to the customers.</li> <li>• Works undertaken to adapt properties will benefit some customers. It may be necessary to make physical changes to properties or find a suitable adapted property in a timely manner for certain groups.</li> <li>• Regular review of local letting policies on age restricted areas to ensure they do not unduly discriminate against young people</li> </ul>
<p>In what areas could the differential identified be considered a positive impact in this function and what strategies will be introduced to safeguard and spread these positive impacts?</p>	<p>Positive impacts in terms of improvements to customers' homes, disability access, being able to live at home in comfort and aiding health and wellbeing,</p>
<p>Which Action Plans have these solutions/strategies been transferred into?</p>	