

PA Housing Limited

Decant Policy

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Paragon Asra Housing Limited (PA Housing) is committed to equality and diversity. This policy has considered the Equality Act 2010 and its protected characteristics which are: race, gender, gender reassignment, disability, religion or belief, sexual orientation, age, marriage, civil marriage and partnership, and pregnancy and maternity explicitly.

We will make sure that all of our communication is fully accessible and to achieve this if a policy or document needs to be available in other formats we will provide them.

1. Introduction

There are occasions when we need to move a resident from their home into alternative accommodation, a process known as decanting. This is usually when the resident's home needs significant repairs or renovations, or it is located in a scheme being redeveloped.

This policy sets out the circumstances in which a decant will be considered and how it will be managed. Durations may vary from a couple of days to a number of months, and in exceptional cases a permanent move may be necessary.

We recognise that moving home can be a stressful experience. This policy aims to minimise the disruption and uncertainty experienced by residents decanting to temporary or permanent accommodation. We treat each move individually, recognising, respecting and responding to the resident's different needs, circumstances and requirements.

2. Objectives

- (1) We act quickly to start the decant process. Once we identify homes in poor condition, we carry out a health and safety risk assessment to ensure the safety and wellbeing of the household.
- (2) We provide suitable alternative accommodation wherever possible, taking into account the duration of the move and the individual circumstances of the household, such as working patterns, medical needs and reasonable distances from work, family or schools. Where suitable alternative accommodation cannot be provided, we will refer to the local authority for temporary re-housing.
- (3) Households will only be moved to alternative stays as a last resort, to avoid the distress of having to leave their home. If the home is deemed uninhabitable, a Bed & Breakfast, serviced apartment or hotel may be sourced.
- (4) We complete a needs assessment to consider any household protected characteristics and vulnerabilities, agreeing a support plan to deliver reasonable adjustments. Some residents may need extra support such as older people, lone parents, non-English speaking households, or those with mental ill-health, or a physical or learning disability.
- (5) We assign a single point of contact for residents to co-ordinate the decant, discuss concerns and receive regular updates, taking action when residents tell us they are unhappy.
- (6) We communicate with residents throughout the decant process including:
 - the reason for the decant
 - the expected duration
 - when they can return to their permanent residence
 - any delays, notified at the earliest opportunity
 - costs the resident is responsible for
 - expenses we, as the landlord, will cover
 - responsibility for belongings left in the unoccupied permanent residence
 - the schedule of works and any snagging (faults) issues with a clear plan of action and timeline for resolution
 - assurance that their rights associated with their tenancy are not affected

- (7) We complete an inspection and health and safety check of completed works, at the permanent residence, to ensure it is fit for habitation before the decant is ended.
- (8) Where homes are being redeveloped or disposed of, and this affects more than one household, consultation is held at the earliest opportunity to explain the programme of works, housing options and support. We develop an action plan ensuring all concerns are represented, considered and responded to.

3. Scope and Limitations of Policy

This policy applies to temporary and permanent moves.

4. Type of decants

A resident needing to leave their home is never a desired outcome, and we therefore view decanting a resident as a last resort.

We take all reasonable steps to ensure a resident's home can remain safe, habitable, and practical to avoid needing to leave the home for any period of time to alternative accommodation. Examples include providing electrical heaters in the event of central heating being broken, or in instances where a whole room becomes unusable – such as a kitchen or bathroom – we will explore the possibility of providing TALS (Temporary Adapted Living Solutions) to position a kitchen pod or bathroom pod in the garden where availability and practicality allows.

We will closely monitor all situations of this kind and reconsider decanting if the situation in the home worsens.

We aim to offer alternative accommodation on a like-for-like basis. If this is not possible, for example, the resident is being decanted from a larger family home, it may be necessary to offer a smaller temporary alternative property, or a different type to the main home. Where alternative accommodation is not available in the preferred area, travel costs will be discussed.

If no suitable alternative accommodation can be provided, we may make a referral to the local authority for temporary re-housing until the home is fit to return to.

Upon decanting, the property becomes an active works area and PA Housing will change the locks to the property to ensure health and safety by restricting access to assigned tradespeople only. This will also help to preserve the security of the building and the remaining contents until the resident's return. The resident will be allowed supervised access by appointment if they need to retrieve items from the property at a later date.

Emergency decants

Where a decant is required at short notice as an emergency, such as large scale fire or flooding, we refer to the Organisational Resilience Policy. This signposts to local temporary accommodation options and how these will be accessed.

[Organisational Resilience Policy](#)

Once the incident has passed, a full assessment of the temporary accommodation and its suitability will be completed.

Where major damage is present and we need to instruct our insurance company, we may source temporary accommodation via our insurers which may be more suitable to being away from the home for a medium to long term basis.

Short term temporary moves (4 weeks or less)

Short term decants tend to be:

- Staying with family or friends.
- Staying in a Bed & Breakfast, serviced apartment or hotel
- Staying in a PA Housing Independent Living scheme Guest Room (where available)
- Respite care (if appropriate to the resident's needs)
- For residents with an assigned support worker, we liaise with them to source the most suitable accommodation

Medium term decants (1-3 months)

Medium-term decants are discussed and agreed with the resident and may involve a combination of the short-term options.

Long term temporary moves (over 12 weeks)

If the works are likely to take longer than 12 months, such as major repair works or renovation, the tenant may be given the option to live in the temporary accommodation permanently, taking on the tenancy.

PA Housing will look for a suitable alternative property within our housing stock. The household may need to move to a short-term option initially whilst a suitable property is found. A License Agreement is issued for the temporary property, with the resident retaining the security of tenure on their principal home.

We discuss and agree a Disturbance Allowance package with the resident, which clarifies the financial assistance they are entitled to, and the process, timescales, responsibilities and support that will be made available to them.

Properties used for temporary decants will be let in accordance with the PA Housing lettable standard. In addition, fitted carpets will be provided, vinyl floor covering in the kitchen and bathroom and to a full decorative standard

Long term temporary moves (over 6 months)

If the work is likely to take longer than 6 months, alternative permanent accommodation will be considered. Offers will be made taking into consideration the resident's needs, their family, support, or care network, and distance to key locations such as work and schools.

The current housing application process would apply, including an affordability assessment and authorisation from the Managed Move panel. The panel consists of the Head of Safeguarding, Head of Home Moves, and Head of Lettings. Decisions are made in line with our Managed Move Policy

Permanent decant moves

Permanent decant moves are required where the resident's home is identified for redevelopment, disposal, or where major repairs are needed. Where suitable alternative accommodation cannot be offered, the outgoing resident will qualify for Statutory Home Loss payments prescribed in law under the Planning and Compensation Act 1991 - details can be found at <https://www.legislation.gov.uk>.

We consult the residents affected, and with permission their relatives or advocates, and discuss how we identify and offer potential alternative properties and if there will be an option to return to a new property on the same site. We also clarify the financial package available, which will include disturbance payments in addition to the Statutory Home Loss payment at the nationally set rate.

The member of staff identified as the key point will arrange the resident's removals and other services.

Where residents move into another property on a permanent basis, we will consider reasonable requests for minor alterations in addition to the decoration of the property and the fitting of floor coverings.

Where residents move back to a redeveloped property, we will ensure that the decoration has been completed to an appropriate standard and that any minor adaptations are re-installed.

If a resident wishes to move to an area where PA Housing does not have any appropriate properties, we will approach other Providers to seek a reciprocal move, but we cannot offer the certainty of this being successful. If this is not possible, we will work with the resident to achieve the most equitable solution.

Supported housing managed on behalf of PA Housing

The Agent is responsible for an up-to-date contingency plan of temporary displacement of residents for any reason, including fire, flood or other natural disaster. The Agent and PA Housing will identify alternative accommodation for the required duration. The Agent leads on liaison with the Local Authority and any other relevant bodies.

Where works are PA Housing's responsibility, we will meet the reasonable housing related cost of the alternative accommodation but would not normally meet additional costs of care and support. Where works are the Agent's responsibility, the Agent will meet the reasonable housing related cost of the alternative accommodation and any additional costs of care and support.

5. Exclusions

We will not provide alternative accommodation to a resident unable to occupy their home or continue an existing decant in the following evidenced circumstances.

- The resident cannot return to their property under bail conditions.
- The resident or household member has rendered their home uninhabitable by criminal damage or has committed deliberate actions (and has the capacity to understand their responsibility for such) which have rendered the property uninhabitable and we wish to

take legal action. Where fault is proven, we will seek to recharge the resident to recoup costs.

- The resident or household member has committed deliberate actions (and has the capacity to understand their responsibility for such) which has caused them to be removed from temporary accommodation previously provided by PA Housing.
- The resident refuses to leave the property after it has been deemed uninhabitable. In this instance we will take legal action to achieve the legitimate aim of making the home habitable again.
- The resident refuses 2 reasonable offers of temporary accommodation. We will make no more than 2 offers, and if required will take legal action to achieve the legitimate aim of making home habitable again.

Contents insurance

Residents are responsible for ensuring that the contents of their home have the required insurance. We will not accept responsibility to reimburse costs for damage to contents.

6. Refusals by residents

We are flexible in our response to each decant request, taking into account the resident's preferred locations and personal circumstances, but are restricted due to the supply of PA Housing properties.

Where a suitable offer of temporary accommodation has been made and a resident refuses to move from their permanent home, or refuses to move back to their permanent home, we have no alternative but to consider legal action.

Where we incur charges or losses due to the resident not accepting a reasonable offer of temporary accommodation or refusing to move back to their principal home, we will claim those charges back from the resident in line with our recharge policy.

Where a resident refuses to move from a home due for redevelopment or disposal despite three suitable offers of permanent accommodation having been made, we may consider legal action under the Housing Act 1988 schedule II Ground 6

<https://www.legislation.gov.uk/ukpga/1988/50/schedule/2>

7. Legal action

If the resident's refusal to move to alternative accommodation, is found to impact on our ability to carry out the identified works we will assess the situation as follows:

A Category 1 hazard in social housing is defined under the Housing Health and Safety Rating System (HHSRS). This system assesses the potential risks to health and safety from any deficiencies identified in dwellings. Category 1 hazards are considered the most serious and require immediate action by the local authority.

Some examples of Category 1 hazards include:

- Damp and mould growth
- Excess cold
- Asbestos
- Fire

- Structural collapse and falling elements

If category 1 hazards are present or we have served a Property Improvement Notice we may seek an Injunction to gain access to the property and complete these works. See <https://www.gov.uk/government/publications/hhsrs-operating-guidance-housing-act-2004-guidance-about-inspections-and-assessment-of-hazards-given-under-section-9> for further explanation.

If there are no category 1 hazards present and we have made a reasonable offer of alternative accommodation which the resident has refused we may decide not to carry out the works following a risk assessment. We will complete a vulnerability matrix for residents and fully consult any support agencies in pursuit of a successful outcome before reaching this decision. This also applies if the resident has been expelled from temporary accommodation due to their behaviour.

If the decant is required as a result of damage to the property either directly by the resident, or by their lifestyle choices in the management of their home and we are not able to recoup the costs through our recharge procedures, we may adopt legal sanctions such as Undertakings or Civil Injunctions in order to protect the property from future damage or mis-use.

Should the resident be asked to leave their temporary accommodation as a result of improper behavior we may take legal action against them if such action constitutes a breach of their tenancy agreement or the Anti-social Behaviour, Crime and Policing Act. [Anti-social Behaviour, Crime and Policing Act 2014](#)

8. Expenses and Disturbance Allowances

Statutory payment – Disturbance Allowances

Covers the actual costs and reasonable expenses occurred as a direct consequence of the resident being decanted. This will normally consider the following:

- disconnection and reconnection of gas or electric cooker, washing machine, dishwasher, satellite dish or TV aerial, telephone lines, broadband and light fittings
- removals costs, including packing service for residents identified as requiring assistance
- redirection of mail
- removal, refitting or replacement of personal support aids

Discretionary costs

- removal and refitting of additional locks or external lights for security
- replacement of the cooker where the fuel supply in the temporary property is incompatible with the resident's cooker or a fitted cooker cannot be moved
- removal and refitting of fitted wardrobes, or possible replacement with freestanding wardrobes
- short term storage where the resident is moving to temporary accommodation smaller than the main home or which is not a PA Housing property, we will make direct payment to the company on receipt of the invoice
- financial support to assist with higher public transport costs as a direct result of the temporary accommodation provided for travel to locations such as work, schools or caring responsibilities

Temporary decants - Miscellaneous Allowances

Paid to residents who move out temporarily but are not decanted to another property. For example, where they choose to stay with friends or relatives. This option would be reviewed should the decant exceed 12 weeks.

- In addition to Statutory Payment or Discretionary Costs, an allowance of £30 per day will be paid per household, usually for a maximum period of 12 weeks. Payments will be completed on a weekly basis. If payments affect welfare benefits entitlement, we will offer alternatives, for example, shopping vouchers or fuel vouchers. These will be discussed on an individual case by case basis.
- Temporary overnight accommodation costs, such as a hotel, paid directly by PA Housing. We will also meet the following expenses:
- If the temporary accommodation does not have cooking facilities or a restaurant, we will provide a daily contribution towards meals of £20 per adult / adolescent, and £10 per child under the age of 12 if based on the Midlands, and £30 per adult and £15 per child in London and the South East
- If the temporary accommodation does not have laundry facilities and the decant exceeds 7 calendar days the cost of using a launderette will be reimbursed on production of receipts. If the resident is unable to afford the initial outlay, the Decant Coordinator will identify the costs for the local launderette and arrange discretionary payment to the resident in advance.
- Where the resident keeps a pet and they have been decanted to hotel accommodation which does not allow pets, we will meet the short-term cost of kennels / boarding where the pet(s) cannot be looked after by family or friends.
- PA Housing will not pay for bar bills, phone calls or room service.

Permanent decants

Statutory Home Loss payment. This is prescribed in law under the Planning and Compensation Act 1991 and the amount is reviewed annually - details can be found at <https://www.legislation.gov.uk>. Payment will usually be made after the keys have been returned to PA Housing for the vacated property.

In addition to the Home Loss payment, residents will be entitled to a package of Disturbance Allowance payments. Home Loss and Disturbance payments will be made to the person(s) who signed the tenancy agreement unless an advocate can demonstrate financial Power of Attorney on behalf of the resident. There will be one payment per household.

Damage to personal property during the decant period

If a resident makes a claim that their belongings have been damaged during the decant period, we will investigate the matter, and if PA Housing is identified as causing the damage, we will reimburse or seek to make good with the resident. If damages are identified as being caused by a 3rd party contractor, the resident will need to seek reimbursement directly with the contractor via their public liability insurance policy.

9. Tenure

During a temporary decant the resident retains their tenancy on the principal residence as their sole and principal home and at the alternative PA Housing property are provided with a

license to occupy. The resident continues to pay rent and services charges on their principal home and not on the temporary accommodation. Any eligibility for Preserved Right to Buy or other condition offered by virtue of the tenancy agreement for the principal home will be unaffected by a decant.

Residents permanently decanted will be offered a secure tenure on the property they move into, comparable to their vacated home. Any eligibility for preserved Right to Buy will not be affected by the decant move.

10. Leaseholders

Although there is no automatic right to decant leaseholders, it is possible that PA Housing may have a right or responsibility to do so under the terms of the lease. If such a situation arises, we will consult leasehold residents at the earliest opportunity and strive to achieve the most equitable solution.

Ultimately, if PA Housing's ability to discharge its repair and maintenance responsibilities was hindered by a leaseholder, we would take legal advice on the way forward. Different legislation covers leaseholders than tenants, including the amounts of compensation payable. Details can be found in S.30(1) of the Land and Compensation Act 1973 (as amended). [Land Compensation Act 1973](#)

11. PA Housing responsibilities

Unplanned short term decants are approved at Director level.

Temporary moves are authorised by the manager of the department requesting the move.

The Decants team are responsible for rehousing residents into temporary or permanent accommodation.

The ASB or Safeguarding team are responsible for short and medium term temp moves due to crime or ASB respectively, the decant team are responsible for short and medium term due to repairs as well as long term.

The relevant team submit a formal written request to the Decant Team to move the household into long term alternative property.

The named member of staff acting as the key contact for the resident about the decant is responsible for making sure the move goes as smoothly as possible. This includes giving the resident as much notice and information as possible about the move. Responsibilities also include arranging any stays, and extension to stays, in Bed & Breakfast, serviced apartment or hotel. Payment is made to the provider in advance to secure the booking and when extended to ensure the resident does not need to move, including to other rooms within the accommodation. They will also ensure any qualifying bills, such as meals from the restaurant, are paid as required by the provider.

The decision to redevelop, change the use, or dispose of a property is authorised by joint signatures from two PA Housing Executive Directors, one to be the Executive Director of Development. This decision is made on receipt of a business case presented by senior

managers such as the Executive Director of Asset Management and is undertaken in accordance with our Asset Management strategy.

We will ensure that the out of hours service has access the residents' records with authority to act on urgent or immediate issues.

Safeguarding

Although the decants process may lead to residents staying in accommodation not owned by us, our safeguarding commitment remains in place and we investigate and treat any issues we identify or are reported to us in line with our Safeguarding Policy.

12. Resident responsibilities

The resident has no responsibility for ensuring access to their permanent residence to enable any works to be carried out. This responsibility transfers to the repairs team.

The resident is responsible for their behaviour in temporary accommodation, as would be reasonable for any other guest of that accommodation.

The resident is responsible for setting up accounts for utilities and council tax at the temporary property and advising their current providers that they have temporarily moved. PA Housing can assist if required. The resident continues to be liable for rent and service charges on their principal home. There is no rent charge for the temporary property.

13. Training

We will carry out training for all relevant staff to make sure that they are aware of our policy. All relevant managers will receive specific training to provide the skills and knowledge to comply with our policy. New staff will have a thorough induction and training to ensure that they understand and can implement our policy.

14. Monitoring and reporting

Regular monitoring will take place by carrying out resident satisfaction surveys to obtain their views on our performance during the decant process and opportunities to identify and suggest any areas for improvement. Feedback from this exercise will contribute towards the continuous improvement of our decant practices.

We keep accurate records of contact notes, calls or meetings with the resident concerning the decant and any queries which arose about the process. We also analyse decants for insight for the long-term asset management strategy and update the assets and liabilities register, in order to proactively manage our stock, and wherever possible pre-empt the need for residents to be decanted.

15. Equality Analysis

This policy is subject to an equality analysis to make sure that we do not illegally discriminate against anyone and that it is fair to everyone.

16. Resident consultation and feedback

Residents were consulted on whether this policy is clear, reasonable and easy to understand. Where they did not find the policy clear we responded and changed it to meet their suggestions. All residents who took part in the consultation were sent a summary which explains how their feedback was used.

17. Legislation

Compensation payments are covered by Section 30 of the Land Compensation Act 1973 (as amended by the Planning and Compensation Act 1991).

Grounds for possession for major works are contained in Schedule 2 of the Housing Act 1985.

18. Linked Policies

Allocations Policy

Tenancy Policy

Compensation Policy

Maintenance Policy

Leasehold Management Policy

Organisational Resilience Policy

Safeguarding Policy

Managed Move Policy

Recharge Policy