

Paragon Asra Housing Limited

Temporary Decant Policy

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Department	Housing Services
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AUDIT LOG

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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

- 1.1 There are occasions when residents may be required to move from their homes temporarily due to emergency repairs, major repairs, refurbishment, modernisation or redevelopment. This process is known as decanting.
- 1.2 The purpose of this policy is to clarify what Paragon Asra Housing Limited (PA Housing) will do when it is necessary to move residents from their homes temporarily.
- 1.3 This policy also sets out the responsibilities of both PA Housing and the decanted residents, including guidance on expenses and expectations.

2 Objectives

- 2.1 We recognise that moving home can be a disruptive and stressful experience, so the objectives of this policy are to:
 - Ensure that a positive relationship is maintained at all times
 - Ensure that good information, communication and support is provided in order to make the move and re-settlement processes go as smoothly as possible.
 - Make reasonable (moderate and fair) and prompt payments to those who have to be moved.
 - Comply with all statutory and regulatory requirements
 - Establish fairness in calculating the amounts to be paid to residents if not determined by statute, for the loss or costs incurred.
 - Be flexible in managing the decanting process, especially where residents are identified as likely to need extra support and reassurance.

3 Scope and limitations of policy

- 3.1 This policy applies to temporary moves whether they are planned or unplanned.
- 3.2 The decision that a decant is required must be authorised by the overall process owner, which at Case House is the manager or head of service in the Assets or Repairs teams and at Bede Island the Lettings Manager. The Lettings Manager at either office has overall responsibility for rehousing the resident where an alternative property is required.
- 3.3 The Lettings Manager will work with other teams to ensure that any temporary alternative accommodation meets the needs of the resident, completing a risk assessment which will be signed off by the Head of Housing Services where appropriate.

- 3.4 The duration of the move may vary from one or two nights away, to a number of months.
- 3.5 Only where it is anticipated that works will take longer than 12 months would the resident be given the option on choosing to stay at the temporary property on a permanent basis. This would only be offered in exceptional circumstances and would require authorisation by the Head of Housing Services.
- 3.6 This policy does not apply to permanent decant moves qualifying for a Statutory Home Loss Payment. These are only required where the resident's home has been identified for redevelopment, disposal or a different use.
- 3.7 Where affected residents occupy a supported housing property managed on behalf of PA Housing the following will apply:
- Should any major repair work require one or more occupants to vacate the property, the agent and PA Housing will use all reasonable endeavours to identify alternative accommodation for the duration of the work. In such circumstances the agent shall take lead responsibility for any necessary liaison with the local authority and other relevant bodies.
 - Where this is required because of work which is PA Housing's responsibility, PA Housing will meet the reasonable housing related costs of the alternative accommodation. PA Housing will not normally take on responsibility for additional costs of care and support.
 - Where this is required because of work which is 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.
 - The agent is expected to hold an up-to-date contingency plan to cover the temporary displacement of occupants for any reason including fire, flood or other natural disaster.
- 3.8 There are limited circumstances under which PA Housing will not provide alternative accommodation, or will bring to an end an existing decant on receipt of evidence:
- Where the resident has such bail conditions that they cannot return to their property.
 - Where a resident has rendered their PA Housing property uninhabitable as a result of criminal damage such as arson.
 - Where a resident has committed deliberate actions (and has the capacity to understand their responsibility for these) which have rendered the property uninhabitable and PA Housing wishes to take legal action.

4 Key points of policy

- 4.1 PA Housing will have regard to its Asset Management strategy and Assets and Liabilities register, in order to pro-actively manage the stock, and wherever possible pre-empt the need for decanting.
- 4.2 Where a substantial programme of works is required which affects more than one household, PA Housing will develop an action plan in consultation with the residents to ensure that all concerns are represented. PA Housing staff will be responsible for arranging, leading and managing the consultation along with facilitating any actions that arise.
- 4.3 Consultation with those affected will take place at the earliest opportunity in order to explain the process, including the support and options available. We will identify a dedicated member of staff who will be the key point of contact and who will be responsible for making sure that the move goes as smoothly as possible.
- 4.4 We will recognise, respect and respond to people's different needs, circumstances and requirements. Certain groups of residents may need extra support, such as older people, lone parents, non-English speaking households, or those with mental ill health, a physical or a learning disability.
- 4.5 Where a decant may be required at short notice, in an emergency scenario we will first refer to the scheme specific disaster recovery plan where one applies. This plan will contain information about local temporary accommodation options and how these will be accessed.
- 4.6 We will be flexible in our approach to each individual case, taking into account wherever possible preferred locations and personal circumstances. (Please see section 5 for the expenses available for these options). For most residents requiring a short term decant of up to four weeks the first option we would explore would be staying with family or friends. We would look to offer a disturbance payment as detailed in section 5.3, and this could include travel expenses if applicable. Only when the above option has been exhausted would we consider the following other options:
 - 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).
- 4.7 Medium term decants (roughly those expected to take 1 – 3 months) can be considered for a combination of the above options. We will discuss and agree the position for all family members when considering these.

- 4.8 For long term temporary decants, where works to a property are expected to take 3-12 months (including any lead-in time), we will look for a suitable alternative property within our housing stock which meets the resident's reasonable requirements. It may be necessary for the household to move to one of the short-term options detailed in section 4.6 whilst we endeavour to do this, as an alternative property may not be readily available. A licence agreement will be issued for the temporary property and the resident will retain security of tenure on their principal home.
- 4.9 Whilst we will try to offer alternative accommodation on a like-for-like basis, in the event that this is not possible, particularly where the resident is being decanted from a larger family home, it may be necessary to offer a temporary alternative property which is smaller, or of a different type. Where alternative accommodation is not available in the preferred area, travel costs will be considered as set out in section 5.3.
- 4.10 The resident will be responsible for setting up accounts for utilities and council tax at the temporary property. PA Housing can assist with setting these up if required. The resident will continue to be liable for the rental charges on their principal home and no charge will be made in lieu of rent on the temporary property.
- 4.11 We will do everything we can to ensure that a suitable offer of alternative accommodation is made, but we are often restricted by the supply of properties available. Although we will always be reasonable, we will take legal action in instances where, despite a suitable offer being made, a resident refuses to move from their permanent home, or to move back to their permanent home from temporary accommodation.
- 4.12 We will discuss and agree a Disturbance Allowance package with each resident, which clarifies the compensation or financial assistance they are entitled to, and the process, timescales, responsibilities and support to be made available to them.
- 4.13 Properties used for temporary decants will be let in accordance with PA Housing's Lettable Standard. In addition, fitted carpets, and vinyl floor covering in the kitchen and bathroom, will be provided and the property may be redecorated if necessary.

5 Compensation, expenses and Disturbance Allowance

- 5.1 PA Housing will ensure that a sufficient budget is available to facilitate potential moves identified in advance and to cover the costs for which we are responsible. We will also ensure that all reasonable costs are covered during an emergency decant. Compensation falls into the following categories:
- 5.2 **Statutory payment – Disturbance Allowance.** This will be paid to cover the actual costs and reasonable expenses that occur as a direct consequence of being decanted. PA Housing will ensure that the Lettings Manager, or other authorised manager, can access the budget to facilitate and administer the decant process.

There are not nationally set amounts, and PA Housing will normally consider the following:

- Disconnection and reconnection of gas or electric cooker; washing machine, dishwasher, satellite dish or TV aerial, telephone lines, broadband, light fittings.
- Removals costs (including packing service for those who are older or otherwise identified as vulnerable and requiring assistance).
- Redirection of mail for the period of the temporary removal.
- Refitting or replacement of personal support aids.
- Other discretionary costs reasonably associated with and incurred as a direct result of the move, such as the 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 of items during a temporary move will also be considered where the temporary accommodation is smaller than the main home or is not a PA Housing property. If the resident cannot meet the initial outlay for these costs, PA Housing will make direct payment to the company on receipt of the invoice.
- Where travel to another temporary location, work, schools or caring responsibilities involves outlay or higher public transport costs, this will be authorised by a manager and agreed in writing prior to the decant taking place.

5.3 Miscellaneous allowances – These will be 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. In these cases, in addition to any removals or other standard costs, an allowance of £100 per week will be paid per household, usually up to a maximum of £1,200. If such payments would affect entitlement to welfare benefits, PA Housing will consider supplying, for example, carpets or curtains to the resident's property when they return instead. These will be discussed on a case by case basis. This option would be reviewed should the decant be for longer than a 12 week period.

5.4 Where a resident has been placed in temporary overnight accommodation such as a hotel, PA Housing will meet the following expenses:

- Accommodation costs will be paid directly by PA Housing.
- An allowance of £20 per day per adult / adolescent, and £10 per day per child under the age of 12 will be paid for meals unless it is in a location where the cost of daily subsistence is higher. In this case a senior manager will authorise an allowance of up to £40 per adult per day and £20 per day per child.
- Where no laundry facilities are available and the decant exceeds 7 days the cost of using a launderette will be reimbursed on production of receipts.

- PA Housing will not pay for bar bills, phone calls, room service etc.
 - Where the resident has been given permission to keep a pet, or it is permitted by the tenancy agreement, in an emergency scenario requiring hotel accommodation we will meet the short term cost of kennels / boarding only where it has been established that the pet(s) cannot be looked after by family or friends.
- 5.5 If a resident wishes to dispute the level of compensation to be paid, the Complaints policy should be followed.
- 5.6 **Home Loss Payment:** This does not apply to temporary decants, and is only due where a qualifying tenant is required to move permanently to alternative accommodation. The payment is prescribed in law under the Planning and Compensation Act 1991 - details can be found at <https://www.legislation.gov.uk>. Repairs, even if major, do not justify this payment.

6 Responsibilities

- 6.1 The resident will be responsible for their behaviour in any temporary accommodation, as would be reasonable for any other guest of that accommodation. Should they be asked to leave as a result of improper behaviour, our ability to provide alternative accommodation may be limited or we may discharge any responsibility to do so.
- 6.2 If the resident's behaviour, or refusal to move to alternative accommodation, impacts on our ability to carry out the works, we will assess the situation as follows:
- If category 1 hazards are present at the property or we have been served a Property Improvement Notice, we may seek an injunction to gain access to the property and complete these works. See below for further information:

<https://www.gov.uk/government/publications/hhsrs-operating-guidance-housing-act-2004-guidance-about-inspections-and-assessment-of-hazards-given-under-section-9>
 - If this is not the case, and we have made a reasonable offer of alternative accommodation which has been refused or the resident has been asked to leave the alternative accommodation, we may decide not to carry out the works following a risk assessment. We will complete a vulnerability matrix and fully consult any support agencies in pursuit of a successful outcome before reaching this decision.
 - 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.

7 Tenure

- 7.1 During a temporary decant the resident retains their tenancy on their main property as their sole and principal home. If they are decanted to an alternative PA Housing property they will be given a licence to occupy the temporary accommodation. They continue to pay the rental fee on their main property and not on the temporary accommodation.
- 7.2 Any eligibility for the Preserved Right to Buy or other condition offered by virtue of the tenancy agreement for the principal home will be unaffected by a decant.

8 Leaseholders

- 8.1 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 the leaseholders at the earliest opportunity and strive to achieve the most equitable solution.
- 8.2 Ultimately, if PA Housing's ability to discharge its repair and maintenance responsibilities is hindered by a leaseholder, we would take legal advice on the way forward. Different legislation covers leaseholders, including the amounts of compensation payable. Details can be found in S.30(1) of the Land and Compensation Act 1973 (as amended).

9 Training

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

10 Monitoring and reporting

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

11 Equality analysis

- 11.1 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.

12 Resident consultation and feedback

12.1 Residents were consulted on whether this policy is clear, reasonable and easy to understand. Where they didn't find the policy clear we responded and changed it to meet their suggestions.

13 Legislation

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

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

14 Linked policies

Aids & Adaptations

Allocations

Compensation

Complaints

Equality, Diversity and Inclusion

Leasehold Management

Maintenance

Tenancy