



# Housing Management

## Decants

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<b>Scope:</b>	This policy applies to Circle 33 Housing Trust, Commercial and Leasehold, EPIC Trust, Mercian Housing Association, Merton Priory Homes, Mole Valley Housing Association, Old Ford Housing Association, Roddons Housing Association, Russet Homes, South Anglia Housing, Wherry Housing Association.
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<b>Regulatory Code:</b>	3.4

# Decants

## 1 Scope

1.1 This policy applies to:

- Circle 33 Housing Trust
- Commercial and Leasehold
- EPIC Trust
- Mercian Housing Association
- Merton Priory Homes
- Mole Valley Housing Association
- Old Ford Housing Association
- Roddons Housing Association
- Russet Homes
- South Anglia Housing
- Wherry Housing Association

## 2 Policy Statement

2.1 Circle Anglia works to improve people's life chances through providing great homes and reliable services to residents, and through helping build sustainable communities where people want to live and work.

2.2 When a resident is moved from their permanent home into alternative accommodation, this is known as a decant. A decant may be necessary because of an emergency such as fire or flood damage or because planned major works mean that the property is uninhabitable.

2.3 This policy sets out our commitment to providing a customer-focused and effective approach to decanting residents.

## 3 Policy

3.1 Where necessary repair or improvement work has been identified, we will assess the works required and decide whether minor works or major works, or more permanent measures such as disposal or demolition are necessary.

3.2 Where works cannot be completed with the resident continuing to occupy the property, we will arrange alternative accommodation.

3.3 Residents will be involved from the outset of the decant process. We will identify the needs of the household and do everything we can to provide the most suitable accommodation.

- 3.4 We recognise that moving can be stressful or upsetting for residents. We are committed to making the move as easy as possible, we will keep residents informed on the progress of the works in their home.

### **Decant Principles**

- 3.5 The following points should be made clear to the resident:
- the move is temporary and only lasts as long as it takes to do the work to the property
  - the tenant at all times remains a tenant of their original home
  - all extra costs as a result of the decant will be covered by Circle Anglia
  - we will usually only make one offer of accommodation that meets the tenants needs
  - the temporary home is let to the tenant on a License to Occupy.
  - the move does not affect any outstanding transfer request

OR

- the move is permanent owing to the need to re-develop the property or the area where the property is located; or where the registered provider is able to offer a permanent decant.

### **Permanent Decants**

- 3.6 In some situations, where major redevelopment work is being undertaken, a property may be demolished or significantly altered. Where this is the case, the residents would be permanently decanted. This would result in a new letting.
- 3.7 A permanent decant may also be offered where repairs or improvement work is likely to take a long period of time. This will help the resident as they will not have to move more than once, and can be more cost effective than a temporary decant.
- 3.8 We will provide suitable alternative accommodation for a permanent move and work with the resident to meet their requirements and preferences.
- 3.9 If a temporary decant was planned, but the resident wishes to remain in the decant property, Circle Anglia will not unreasonably refuse the request.

### **Costs**

- 3.10 Circle Anglia will arrange for additional costs associated with the decant to be covered. This may include any additional accommodation costs, removal costs, disturbance payments to cover the costs of moving, and other reasonable costs associated with the decant. Reasonable costs include, but are not limited to: expenses incurred because of not having facilities such as a kitchen or laundry facilities or extra travel costs. The resident will not incur a loss as a result of needing to be moved.

- 3.11 Where a resident is decanted into a property equivalent to their permanent home, they will continue to pay their usual rent amount. Circle Anglia will cover any rent difference. Where the property is smaller, we will reimburse the resident for the loss of facilities incurred, usually by arranging a rent reduction.
- 3.12 Where the decant is as a result of planned work or re-development, the cost of decanting residents should be covered by the works budget.
- 3.13 Where the decant is as a result of an unexpected event, covering the cost of the decant and the repair works will be negotiated with our insurers.

### **Managing Agents**

- 3.14 Where a property is owned by Circle Anglia but managed by an agent or, managed by Circle Anglia on behalf of another property owner; the responsibility for decants will be managed in accordance with the managing agreement.
- 3.15 If the managing agreement does not explicitly mention decant processes, the property owner and the managing agent will need to agree who is responsible for covering the costs of the decant prior to any works being undertaken.

### **Decant Panel**

- 3.16 Housing and property management teams will work closely together to resolve problems with decants.
- 3.17 Where there are any unexpected or major problems with a decant, a panel of representatives from housing management, property management, supported services and any relevant contractor firms as appropriate, will meet to address them. Situations may include several decant households vying for the same type of property or major changes to the decant budget.
- 3.18 The panel will allocate resources as appropriate and make priority decisions.

## **4 Emergency Decants**

- 4.1 Where an unexpected event has caused a property to become uninhabitable, in most cases, we will contact the relevant local authority. In accordance with the law local authorities have a duty to re-house any person who is homeless because their property is uninhabitable.
- 4.2 Where the local authority cannot provide accommodation the registered provider will arrange alternative accommodation.
- 4.3 Accommodation provided by the local authority may only be temporary accommodation and may not be fit for purpose for a long term decant. Where the property provided by the local authority is not suitable for the household's needs on a longer term basis, we would follow the decant procedure to re-house the residents into alternative accommodation for the period of the works.

## 5 Tenure Type

### General needs, market rent and key worker tenants

- 5.1 Where tenants need to be decanted from a property that we let, we will offer them suitable alternative accommodation for the decant period.

### Freehold, leasehold and shared ownership

- 5.2 Where a freehold, leasehold or shared ownership property is in a state of disrepair, this will usually be the individual owner's responsibility.
- 5.3 Where the disrepair is independently assessed to be a pre-existing fault with the property, Circle Anglia or our contractors may be responsible for the repair. This issue will be addressed on a case by case basis with our insurers.
- 5.4 Where Circle Anglia agree to undertake repairs for a leaseholder or shared owner, the resident will usually be decanted in accordance with the [decants procedure](#).

## 6 Homeloss and Disturbance Payments

- 6.1 Where residents are obliged to move permanently as a result of demolition or major planned redevelopment works they are entitled to a statutory homeloss payment.
- 6.2 Residents must have occupied the property for a minimum of one year.
- 6.3 This payment will usually be off-set against arrears, if there are any. We may make an exception where the homeloss payment is needed by the resident to help them cover any immediate moving costs.
- 6.4 Where there are joint tenants or co-owners, one homeloss payment will be shared between them.

### Tenants

- 6.5 If a property is going to be demolished or re-developed and the resident is being permanently decanted, they are entitled to the statutory homeloss payment of £4700.
- 6.6 If the permanent decant is a voluntary decision as a result of repair work, the resident is not entitled to a homeloss payment.
- 6.7 If residents are evicted prior to being decanted, they will not receive a homeloss payment.
- 6.8 If the tenant is a statutory successor, the homeloss payment entitlement period begins from the start date of the original tenancy, rather than the succession date.

### Property owners

- 6.9 Where a property is owned by the resident and it is due to be demolished, Circle Anglia will pay the owners the market value of their home and a homeloss payment.
- 6.10 Homeowners receive a homeloss payment of 10% of the market value of their home, between the minimum of £4700 and the maximum of £47,000.
- 6.11 These amounts are set out by law in the Land Compensation Act 1973 (Home Loss Payments Regulations updated 2008)
- 6.12 Shared owners receive a statutory homeloss payment of 10% of the market value of their home between a minimum of £4700 and a maximum £47,000 minus the percentage that they do not own.

### Disturbance payments

- 6.13 We will pay all reasonable costs that residents will incur/have incurred by moving home; this includes the daily allowance allocated to those who are not re-housed in a property with equivalent facilities to their usual home.
- 6.14 Expenses will only be paid when evidenced by receipts or bills.

## 7 Training

- 7.1 Training is available for processing housing benefit overpayments. Please see the [Rent and Housing Benefit](#) section for further information.

## 8 Monitoring

- 8.1 The payments team will monitor all payments made to every decanted resident.
- 8.2 Works completed will be monitored by the property manager in accordance with the Circle Anglia Property Lettings Service Standard and where applicable, the Communities and Local Government Decent Homes standard.

## 9 Equality and Diversity

- 9.1 It is essential to recognise that customers of all races, ages, religions, gender, sexual orientation, literacy levels and disability should be treated equally and fairly.
- 9.2 All customers will have access to this document upon request or from our website [www.circleanglia.org/customers](http://www.circleanglia.org/customers)
- 9.3 This document and accompanying leaflet can be translated or provided in alternative formats (e.g. Braille, large print, audio) upon request.
- 9.4 Equality and Diversity training is mandatory for all staff.

## Procedure

### 10 Assessing the repair

10.1 We are made aware of a major problem with a property or repair issue because:

- it is reported to us
- it is noticed during a routine visit or inspection
- we receive a solicitors letter
- we receive a letter from the Environmental Health department.

10.2 Colleagues should check the housing management system to establish whether there have previously been significant problems at the property.

#### Visiting the property

10.3 The property visit should be arranged so that the resident(s) and the Circle Anglia representatives can be present to discuss the works.

10.4 Before visiting the property, the housing management colleagues will check the tenancy record, and where necessary follow the process set out in the [customers who pose a risk to safety](#) policy.

10.5 A representative from housing management, property management and, where relevant, a representative from supported housing management, development teams and any contractor firms, will visit the property together to assess the works required. They will make an initial assessment of:

- whether the works required are major or minor
- whether the work can be done with the resident in situ
- if the resident must be moved for the period of the repair work, how long this is likely to take
- whether the property appears to be in a condition that makes disposal or demolition a more viable option. A panel of senior officers and board members are usually further involved in making decisions regarding disposal based on colleague recommendations.

10.6 The [Initial Assessment form](#) should be filled out by the property manager and saved onto the tenancy file.

#### Resident consultation

10.7 The resident will be involved as much as possible in discussing options for the decant.

10.8 Residents will be made aware of:

- the likely length of time for the repair works

- the amount of disruption that the works may cause
- the accommodation options available for the period of the decant
- options for them to make decisions about the decant accommodation and any changes that will be made to their permanent home, including the choices available for colours or styles of fittings used in the repair work.

10.9 We will take care to reassure the resident that we will look after their home, undertake the work as quickly as possible and leave their home clean and tidy after the works have been completed.

## 11 Assessing the decant needs

11.1 The member of the housing management team will have a conversation with the resident to establish the needs of the household.

11.2 The resident must fill out the [Decant form](#). This form will confirm the needs of the household.

11.3 The officer will fill out the [Decant Details form](#) to record the household details and requirements and to confirm what option has been selected for the period of the decant.

11.4 Factors to consider:

- household size
- children
- vulnerabilities – including age, illness, support needs, disability or necessary adaptations
- distance to work – including factors such as shift working
- distance to nurseries, schools, doctors, hospitals and other relevant facilities
- distance to friends and family
- transport links
- pets or animals
- financial situation and the impact the decant may have, including consideration of council tax amounts
- other relevant information, as provided by the resident.

11.5 It is important to offer the resident an opportunity to voice any concerns. The decant process will be tailored to meet the resident's needs.

11.6 The same major repair works may affect several properties. When deciding whether to decant a household, the specific needs of that household must be considered. It may be necessary to decant some households but not others. Housing management and supported housing management colleagues will

use their discretion and will work closely with support providers, to ensure that residents are not adversely affected by any repair works.

### Support requirements

- 11.7 Where the property is an accommodation-based support property, decant options will be discussed and agreed in partnership with the local authority.
- 11.8 Where the local authority provide the funding for the support and accommodation for a service user, any options for decanting the resident must be agreed with the budget holder.
- 11.9 Where a resident receives non-accommodation based support services, we must ensure that the support provider is made aware of the resident's temporary change of address.

### Confirmation

- 11.10 Following the visit to the property and assessment of the decant needs, the housing management team should write to the resident enclosing the completed [Decant Assessment form](#) and [Decant Details form](#) confirming all the details of the decant including:
- works to be undertaken on the property (a copy of the works specification may be useful for the resident)
  - the appointed contractors and likely timetable for the works
  - the start and end dates of the works, and the suggested move-out date
  - which decant accommodation option was selected.
- 11.11 In the case of short-notice decants we may not be able to confirm all details immediately, for example, the works start date. Where any details cannot be confirmed, we will explain to the resident why, and supply this information as soon as possible.

### Finance

- 11.12 The completed [decant assessment form](#) must be sent to the payments team. This will provide relevant information about the decanted household and set-out the expected payments that will be made to this household.

## 12 Decant accommodation options

- 12.1 The decision should be based on the most appropriate option for the resident's needs and best value for money for the organisation. Wherever possible, we will match the facilities that the resident has in their permanent home.
- 12.2 The timescales offered here are guidance for what option would be the most practical. Housing management teams should use their discretion and consult with the resident when assessing what kind of accommodation would be most suitable for their needs.

12.3 Colleagues must also consider the possibility of the works going on for longer than planned. The accommodation option selected must have flexibility to allow the resident to stay there longer if the works overrun.

#### **Up to 4 weeks**

12.4 Where the decant is likely to take up to 4 weeks the options include:

- staying with family and friends
- local authority accommodation
- staying in B&B or hotel accommodation - Circle Anglia will arrange and pay for the household to be decanted to hotel or B&B accommodation.

#### **More than 4 weeks**

12.5 Where the decant is anticipated to take more than 4 weeks, options include:

- staying with family and friends
- temporary or permanent decant to an alternative Circle Anglia property or local authority accommodation
- temporary decant to a private-let property.

#### **Local Authority accommodation**

12.6 In accordance with the law local authorities have a duty to re-house any person who is homeless because their property is uninhabitable.

12.7 Circle Anglia will approach the local authority and find out if there is suitable accommodation available for the decanted household

12.8 Where the local authority cannot provide accommodation the registered provider will arrange alternative accommodation.

12.9 Accommodation provided by the local authority may only be temporary accommodation and may not be fit for purpose in the longer term. Where the property provided by the local authority is not suitable for the household's needs on a longer term basis, we would follow the decant procedure to re-house the residents into alternative accommodation for the period of the works.

#### **Alternative Circle Anglia property**

12.10 Where the local authority cannot re-house the household, decanting the residents to an alternative Circle Anglia property would be our preferred option.

12.11 Residents have expressed a preference for being decanted to an equivalent property, as this provides equivalent facilities to their permanent home. Local authority accommodation or B&B type accommodation does not usually have the same facilities as a permanent home.

- 12.12 Where the registered provider is undertaking a number of decants as part of a re-development program, they may have several designated decant properties which households occupy on a rotation until their new property is ready.
- 12.13 Registered providers may choose to use a hard-to-let property for the purposes of temporary decants.
- 12.14 Where applicable, group partners may offer a permanent move to the decant property. Please see the [Permanent Decants](#) section for more information.

### **B&B or hotel accommodation**

- 12.15 Where the decant is at short-notice and the local authority cannot re-house the household, Circle Anglia will arrange and pay for the household to be decanted to hotel or B&B accommodation.
- 12.16 Housing management colleagues will arrange the accommodation. The B&B or hotel selected will be as close as possible to the resident's permanent home.
- 12.17 The costs of B&B or hotel accommodation will vary according to the area and the needs of the household being decanted. As such, it is not appropriate to set a definite limit.
- 12.18 However, colleagues must find the best value for money accommodation within their local area.

### **Private letting**

- 12.19 Where Circle Anglia do not have an alternative property available to accommodate the household; it may be necessary to arrange a private letting for the decant.
- 12.20 A budget suitable for the area should be agreed by the housing management team leader.
- 12.21 Where possible, the resident can choose the property they would like within the agreed criteria and budget.
- 12.22 Circle Anglia will pay the deposit and the rent on the private let property.

### **Supported/Sheltered Housing**

- 12.23 Where the resident is due to be decanted from a property that has been extensively adapted for their use, it may be appropriate to decant them into a supported or sheltered housing scheme, where the scheme would offer the facilities that the residents require.

## **13 Costs**

- 13.1 Where the resident is accommodated in a more expensive Circle Anglia property (including sheltered/supported schemes), or private letting, Circle Anglia will cover the difference in rent between the resident's permanent home and the decant property.

- 13.2 Where the resident is accommodated in B&B or hotel accommodation, they will not pay any rent and Circle Anglia will cover the entire cost of the accommodation.
- 13.3 Where the resident is accommodated in local authority accommodation, the local authority will meet the costs.
- 13.4 In addition to these costs, Circle Anglia will pay disturbance payments in accordance with our legal obligations and appropriate daily allowances as set out below.

## **14 Daily Allowances**

- 14.1 Daily allowances are offered to residents who are not decanted into an equivalent alternative property. The payments are intended to compensate residents for the inconvenience of not having their own facilities.
- 14.2 Circle Anglia will also cover the cost of any reasonable expenses incurred by the resident as a result of the move, these are known as disturbance payments, residents must supply receipts to evidence claims.
- 14.3 Group partners can use their discretion and supplement these allowance amounts where the costs are known to be higher than the allowance amount.
- 14.4 Colleagues will consider the impact not having facilities will have on residents, for example, where there are children we may be able to offer further allowance amounts or vouchers for amusement parks, as we recognise entertaining children may be challenging when residents do not have their own home.

### **Staying in the property during works**

- 14.5 Where residents remain in the property during the works, we recognise that this can cause disruption and inconvenience. A daily allowance will be offered:
  - £5-10 per day for each individual room that cannot be used

### **Staying with family or friends**

- 14.6 Where a resident chooses to stay with family and friends for the period of the decant we will offer a daily allowance of:
  - £20 - 25 per adult
  - £10 -15 per child

### **B&B or Hotel Accommodation**

- 14.7 Where a resident is accommodated in B&B or hotel-type accommodation for the duration of the decant we will offer a daily allowance of:
  - £10 -15 per adult
  - £5 - 10 per child

### Temporary decant property

- 14.8 Where a resident is decanted to a property equivalent to their permanent accommodation, whether it is a Circle Anglia property, local authority property or a private letting, we will not supply a daily allowance.

## 15 Viewing

- 15.1 Residents should be made aware that they will usually only be offered one suitable alternative property for the period of the decant.
- 15.2 The alternative property will be selected based on the information that the resident supplied in the [Decant Form](#).
- 15.3 We will show the resident around the property in accordance with standard viewing procedures.
- 15.4 If residents are reluctant to move into the property, we can offer to make personal adjustments to change things such as fixtures and fittings to make the move as comfortable as possible. These offers may help the resident to make a decision to move.
- 15.5 The housing management representative will fill out the [Decant Viewing Form](#) during the viewing to make sure we record any specific adjustments offered to that resident.
- 15.6 If residents are unwilling to move into the decant property that is offered, further guidance is available from the [injunctions](#) section.

## 16 Resident's responsibilities for the move

- 16.1 The resident is responsible for organising the disconnection and reconnection of most household utilities. However, housing management colleagues will be alert to the vulnerabilities of the resident and offer support with the moving arrangements wherever necessary.
- 16.2 Circle Anglia will cover the costs associated with arranging the move, including any disconnection and reconnection fees.
- 16.3 The resident will usually organise the following:

### Mail re-direction

- 16.4 This can be arranged for a standard charge through the post office. Please see the [Royal Mail](#) website for further details and costs.
- 16.5 Circle Anglia will cover the cost of mail re-direction for up to three months. If the decant is longer than three months, the resident can either choose to extend the mail re-direction for the full period of the decant or alternatively, they can inform any relevant organisations of their change in address.

**Insurance**

- 16.6 Where the resident has home contents insurance, they should transfer this to the decant property.

**Gas, water and electricity cut-off and supply**

- 16.7 The resident is responsible for cancelling the gas, water and electricity supply to their permanent home and arranging a supply for their new property.
- 16.8 A supply of gas, water and electricity may be necessary during the repair works. We may ask the resident to leave the supply connected to their permanent property and we will cover the billing period during the time they are absent.
- 16.9 If the resident does not wish to do this, they should cancel the supply. A member of the property team will arrange for a supply to be invoiced to Circle Anglia for that period.

**Oil and solid fuel**

- 16.10 Where oil or solid fuel is used to power the property, this cannot be cut-off and re-supplied. Before the resident moves out, we must assess and agree with the resident the existing level of oil or solid fuel. Circle Anglia will reimburse the resident the cost of any fuel used by Circle Anglia during the works.

**Disconnection and re-connection of household items**

- 16.11 If possible, a Circle Anglia Direct Labour Organisation (DLO) or nominated contractor can be appointed to do this work.
- 16.12 Where the group partner does not have the internal capacity to undertake this work, the resident should arrange for a qualified person to disconnect and reconnect:
- washing machines,
  - tumble dryers,
  - dishwashers,
  - gas or electric cookers,
  - any other necessary equipment.

**Telephone and internet connection**

- 16.13 Where the resident has an internet connection at their permanent home, they are responsible for transferring the contract or connection to the decant property.
- 16.14 Where the decant property does not have a telephone connection point, Circle Anglia will arrange for one to be installed to ensure the resident is not adversely affected by the move. We will not install more telephone sockets in the decant property than there are in the resident's permanent home.

### **Satellite television**

- 16.15 The resident is responsible for transferring any satellite television contracts to their new home.
- 16.16 Where residents wish to install a satellite dish or aerial on the decant property, any requests will be assessed in accordance with the satellite dish/aerial procedure in the [Estate Management policy](#). Circle Anglia will not meet the cost of the installation of a satellite dish on the decant property.

### **Council tax**

- 16.17 When a property is uninhabitable, the resident is not liable to pay council tax on that property.
- 16.18 The resident must notify the local authority who will arrange an exemption from payment for the period of the decant.
- 16.19 If the resident then moves into an alternative property, they must arrange to pay the council tax on decant property or arrange for their council tax benefit to be arranged at the property.
- 16.20 Circle Anglia will not pay a resident's council tax.

### **Notifying housing benefit**

- 16.21 It is the resident's responsibility to notify the local authority if their circumstances have changed, for example, if they will not be paying rent for any period of time. The [Rent and Housing Benefit](#) section gives more information on this.

### **Other costs incurred**

- 16.22 Where residents will have to pay more travel costs because of where they have moved to, we can reimburse them.
- 16.23 Where a decant is for a long period of time, the resident's children may opt to change school. We can offer to buy new uniforms where this is the case.

### **Payment**

- 16.24 Circle Anglia are obliged to pay residents a disturbance payment to cover costs associated with the move. As such, we will pay any reasonable costs incurred as part of the move, this includes disconnection and reconnection fees, mail re-direction and other costs required, as detailed.
- 16.25 Please see the [payment of expenses and allowances](#) section for more information on arranging the payment.

## 17 Housing Management Responsibilities

### Communicating with the resident

- 17.1 Throughout the decant, the resident must be kept fully informed about the progress of works.
- 17.2 We will provide the resident with the contact details of the member of staff who will be managing their move. This member of staff is responsible for:
- providing information and reassurance from the outset of the decant, especially about issues such as the property being left clean after the works
  - updating the resident on how the work is progressing
  - contacting the resident at least once a week with an update
  - making the resident aware of any changes to the original plans including changes to moving dates.

### Gas, electrical and water safety checks

- 17.3 If the resident is being moved into another Circle Anglia property or a private let property, we must ensure that gas safety and electrical safety checks are undertaken. Valid certificates must be provided to the resident before they move in.
- 17.4 If the same property is used to house several decanted households, gas safety and electrical safety checks must be undertaken before each new occupier moves in. Please see the [Gas Safety \(Heating Installations\)](#) and the [Electrical Safety](#) policies for further guidance on arranging gas safety checks.
- 17.5 Where a property has been empty for longer than two weeks prior to the resident moving in, we will make them aware of how to combat the risks of legionella by running the taps before using the water. Please see the [Legionella Management](#) policy for further guidance.

### Resident's goods

- 17.6 Where possible, the household will be moved into a like-for-like property and they will be able to take their goods and furniture with them.
- 17.7 Where the resident cannot take their goods with them, the goods can remain in the property during the decant. Goods and furniture should be stored in a room or area that will be unaffected by the works.
- 17.8 Housing management colleagues should work with the resident to put together an inventory with photographs of everything that is in the property. Both the resident and the housing management team member must sign the inventory to confirm that it is a true record of the contents of the property.
- 17.9 Items should then be moved into an area that will be unaffected by the works, wherever possible, this will be one room. The room can then be sealed with

tape and plastic sheeting to ensure that the resident's goods are not disturbed during the works.

### Arranging removal and storage of resident's goods

- 17.10 Where the resident cannot take their goods with them into temporary accommodation and goods cannot be left in their permanent property, housing management staff will arrange the removal and storage of the resident's goods.
- 17.11 Arranging the removal and storage of the resident's goods should be done in discussion with the resident and taking their requirements into account.
- 17.12 The officer should contact three reputable removal and storage companies and get quotes. The company offering the most reasonable quote should be accepted.

### Curtains and floor covering

- 17.13 If the curtains and floor covering in the resident's the permanent home are due to be removed to enable works to be done, they can either be re-fitted into the decant property or put into storage, to ensure they are not damaged by the works.
- 17.14 Where the decant property does not have floor covering or curtains, we will provide them to make the decant property more comfortable. Floor coverings and curtains fitted into decant will be neutral colours and best possible value for money. The following are guideline amounts:

Room	Carpets/ floor covering	Curtains
Living Room	£200	£100
Double Bedroom	£200	£100
Kitchen	£100	£75
Single Bedroom	£100	£75
Bathroom	£75	£75
Hall/Stairway	£125 (house) £75 (flat)	£75

- 17.15 When the resident returns to their permanent property, we will ensure that floor coverings and curtains are fitted.
- 17.16 If the resident's own furnishings cannot be re-fitted, for example, if they have been damaged by the works, or they cannot be re-fitted into the property owing to changes, such as layout, to the property during the works, a new set will be fitted. The resident will be offered choices about the decoration for their permanent home.

- 17.17 Staff should apply to three reputable companies for quotes, based on the guideline amount above. The company offering the most reasonable quote should be accepted.
- 17.18 If the decant program is extensive, it may be possible to procure a contract with one company to provide the floor coverings and curtains. This may offer the best possible value for money.

## 18 Moving Back

- 18.1 The [Decant Details form](#) will assist staff when moving the resident back.

### Property management responsibilities

- 18.2 The property management team will liaise with the appointed contractor or in-house DLO to ensure the works are running as planned.
- 18.3 If there are any changes to the work schedule, the property team will inform the relevant housing management contact, who will keep the resident informed.

### Housing Management Responsibilities

- 18.4 Check that the works are proceeding as planned. Confirm the handover date with the property management team and any relevant contractors.
- 18.5 Confirm the moving back date to the resident.
- 18.6 Confirm the moving back date to the removal company.
- 18.7 Where necessary, floor covering and curtain fitting will need to be arranged. The resident should be as involved as possible to make choices for their home.
- 18.8 Where requested by the resident, we will change the locks on their property. It is best practice to do this where numerous contractor firms have had access to the property.
- 18.9 Confirm the moving back date to the payments team. Any arranged allowances will be stopped from this date. Further expenses can still be processed using the [payment requisition form](#), as long as the appropriate receipts or invoices are supplied.

### Resident responsibilities

- 18.10 Once the moving back date is confirmed to the resident, the resident should undertake the actions outlined in resident's responsibilities in reverse, to return to their permanent home.

## 19 Payment of expenses and allowances

- 19.1 Any expenses, homeloss payments and daily allowance amounts owed to the resident must be raised using a valid [payment requisition form](#) with appropriate authorisation.
- 19.2 The housing management officer should send the following to the payments team:
- a completed decant assessment form
  - a completed [payment requisition form](#)
  - any receipts or bills for expenses with the relevant amount highlighted
  - where payments are being made directly into a resident's bank account, the payments team require a [bank account details form](#) to be signed by the resident.

If the payments team do not receive any of this documentation, they cannot process the payment.

### Off-setting homeloss payments against arrears

- 19.3 In most situations we will request that this payment is off-set against any arrears. In which case the housing management team member will fill out a [Goodwill/Compensation form](#) and send it to the Rent Finance Team.
- 19.4 Where the homeloss payment is needed by the resident to help them cover any immediate moving costs, we may make an exception and not insist upon the payment being used to off-set arrears. In this case, a [payment requisition form](#) should be completed and sent to the Payments Team.

## 20 Permanent Decants

- 20.1 Occasionally we will offer a tenant a permanent decant:
- in the case of a disrepair claim where the offer of a permanent move can be made to settle the claim
  - if the resident's original property has been designated for disposal
  - other circumstances as agreed by the Senior Officer or panel decision.
- 20.2 Alternatively, where the resident is temporarily decanted to another Circle Anglia property, and they wish to make the decant permanent, we will consider whether:
- the property is a like-for-like property with no special adaptations
  - the property is suitable for the household on a permanent basis
  - the number of bedrooms in the decant property is the same or less than that of their original home

- the property is used for move-on or age-specific accommodation.

We will not unreasonably refuse a request to stay in the decant property.

### **Preserved Right to Buy (PRTB)**

- 20.3 Right to Buy is attached to the person rather than the property. If a secure tenant is being permanently moved, they will be signed-up to a new secure tenancy agreement and they will continue to have the right to buy.
- 20.4 The calculations for any right to buy application will begin from the start date of their original secure tenancy and will continue into their new tenancy.

### **Right to Acquire (RTA)**

- 20.5 Right to Acquire is attached to the property rather than the person. If an assured tenant is being permanently moved they may lose their right to acquire.
- 20.6 Where possible, tenants will be moved into an alternative property which also has the right to acquire. This will ensure that the resident is not disadvantaged by the move.
- 20.7 Where moving the resident into an alternative property with right to acquire is not possible, we must ensure we explain to the resident, before they move, that they will lose the right to acquire and we must ensure the resident understands the implications of this.

## **21 Injunctions and court action**

- 21.1 In rare circumstances where the tenant does not want to leave their property, it may be necessary to take legal action. This may be the case where works needed to their property are urgent and if not done, could result in danger to the occupant or members of the public, or damage to Circle Anglia's assets.
- 21.2 Before taking legal action we must ensure that we have fully discussed the situation with the resident to see if there are any reasons why they do not wish to move. We will offer support and guidance, as we recognise that moving home can be stressful for residents
- 21.3 We must ensure that the decant accommodation offered is entirely adequate for the household's needs.
- 21.4 We can then apply to the court for an injunction to compel the resident to leave the property.
- 21.5 In severe cases a NOSP can be served on Ground 9 – that we have provided suitable alternative accommodation. See Grounds for Possession for further information.
- 21.6 The same procedure can also apply in reverse if a resident is unwilling to move from the decant property back to their permanent home.

## 22 Decant review panel

- 22.1 If there are unexpected problems with a decant, it may be appropriate for a decant review panel to meet.
- 22.2 A decant case review panel should meet where:
- complex issues arise that may have considerations due to accommodation availability, tenant's requirements or expectations, cost, and duration of works, or
  - a case may need escalation either to increase priority or due to social or economic factors. For example, two or more conflicting decant cases vying for limited properties in the same area, or
  - there is an issue caused by poor ongoing contractor performance that has an adverse impact on decant budget, or
  - any other circumstances which will affect the timescale or the decants process given to the tenant at the outset of the decant
- 22.3 The panel should have representation from the Head of Housing Management and the Head of Property Services, and where applicable, the Supported Housing Manager. Each registered provider may delegate authority from these positions to a relevant manager. The panel should also include a Contractor Liaison team member where appropriate.
- 22.4 Wherever possible, the residents should be involved in the panel process. Colleagues must ensure that the resident and their concerns are adequately represented.
- 22.5 The panel will have the authority to influence the housing list, penalise contractors and prioritise the allocation of voids as necessary, to households about to be decanted.

## 23 Rent and Housing Benefit

### Decant to an equivalent property

- 23.1 When a resident is decanted on a license to another Circle Anglia property that is equivalent to their permanent home, they will continue to pay the rent on their permanent home, in accordance with their tenancy agreement.
- 23.2 Where the resident receives housing benefit to assist them in paying rent, these payments can continue as usual. A person can receive housing benefit payments for a property only when they are liable for rent on that property. In accordance with Housing Benefit Regulations 2006, Part 2, 7(4), a person can continue to receive their standard housing benefit payments when they are temporarily occupying another property, as long as they are still liable for rent on their permanent home.
- 23.3 The rent will not be charged on the decant property where the resident is a licensee and Circle Anglia will absorb this cost as void loss.

- 23.4 If the resident is decanted to a private letting, the rent may be higher than the resident usually pays. The resident will continue to pay the rent on their permanent home and Circle Anglia will pay the rent on the decant property. This ensures that the resident is not financially disadvantaged by the move.

## Using Orchard

### Decant to an alternative Circle Anglia Property

- 23.5 The decant address should be recorded under 'correspondence address' on the tenant's permanent home.
- 23.6 The tenure of the permanent home must be changed to **DA** or **DS** (Decant Assured or Decant Secure). This flags up that the tenant is not residing at the property.
- 23.7 Where the decant address is a Circle Anglia property, the property is let to the tenant on a License to Occupy. Set up the tenure as **DL** (Decant License). When the tenure is set to DL, the Rent Finance Section should be asked to negate the rent charges so that the tenant shows nil rent liability on the decant property, this should be done using a [Rent and Service Charge Amendment Form](#).
- 23.8 Detailed comments must be recorded in the notes section about the decant and also in the arrears section on GCOM, where this is relevant.
- 23.9 The tenure status on the permanent home must be amended back to the original status when the tenant returns to their permanent address.
- 23.10 Once the tenancy on the decant address has been ended the original charges will be re-instated for future tenancies at that address.

### Decant to alternative accommodation not owned by Circle Anglia

- 23.11 Where residents stay with family and friends, or are accommodated in a hotel or B&B they are not liable for the rent on their permanent home.
- 23.12 The tenure of the permanent home must be changed to **DF** (Decant Non CA Prop). When the tenure is set to DF, the Rent Finance Section should be asked to negate the rent charges so that the tenant shows nil rent liability, this should be done using a [Rent and Service Charge Amendment Form](#).
- 23.13 The tenure status must be amended back to the original status when the tenant returns to their permanent address and Rent Finance Section should be asked to delete the negative rent charges so that the tenant shows their original rent liability, this should be done using a [Rent and Service Charge Amendment Form](#).
- 23.14 If a resident receives housing benefit payments during the decant, when no rent is being charged, these will appear on the rent account as a rent credit. We must work with the local authority to ensure any overpayments are repaid.

### **Housing Benefit overpayments**

- 23.15 When a person is not liable for the rent on their permanent home, they are not entitled to housing benefit.
- 23.16 It is the resident's responsibility to inform the local authority if there are any changes in their circumstances that may alter their entitlement to housing benefit payments.
- 23.17 However, if we are aware that the resident was not responsible for rent for the period of the decant, and they have continued to receive housing benefit payments, we will inform the local authority of the dates of the change in circumstances. The local authority will contact us to arrange a refund if there has been a housing benefit overpayment.
- 23.18 Where housing benefit is paid directly to Circle Anglia, we will inform the local authority when there has been a change in the resident's circumstances, including situations when residents are not liable for rent.
- 23.19 Where the rent has not been charged on the permanent home rent account and the resident has continued receiving housing benefit payments, there will be a clear credit on the rent account.
- 23.20 The housing management team member will inform the local authority of the dates during which the resident should not have received their usual housing benefit payments because they were not liable for rent.
- 23.21 We must provide the local authority with:
- tenant name and number
  - address
  - dates of the start and finish of the decant
  - amount paid per week in housing benefit
- 23.22 The local authority will then invoice the rent finance team for the amount of housing benefit overpaid.
- 23.23 The Rent Finance Team will contact the housing management team to authorise the amount, the payment will then be taken from the resident's account.

## **24 Insurance**

- 24.1 Where a decant is decided upon as a result of major damage such as fire, flood, subsidence or any other emergency situation we will submit a claim to our insurers to cover the cost of repair and temporarily accommodating the household.
- 24.2 An independent loss adjuster may visit the property to assess the insurance claim and confirm which repairs will be undertaken by the insurance company's repairs contractors.

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- 24.3 Where specific repairs are outside of the insurance company's responsibility, owing to pre-existing fault or damage, it may be possible to negotiate for the insurer's contractors to undertake this work on our behalf. The financial claim would then be adjusted accordingly based on the cost of these works.
- 24.4 The loss adjuster may also suggest an allowance amount to be offered to the resident for the period of the decant. The resident can be encouraged to select their own accommodation using this allowance amount. Where residents choose to stay with family and friends, this allowance amount can be used to cover the costs of living and act as a form of recompense for the inconvenience of not living in their own property.
- 24.5 Colleagues must ensure that the resident does not receive duplicate payments. Where the resident is awarded an allowance amount by the insurance company loss adjuster, Circle Anglia will not usually make payments to the resident as well. Colleagues will carefully check the insurance situation and only offer further payments as appropriate, after consulting their line manager.

## Glossary

Term	Definition
<b>Decant</b>	When a person must temporarily move out of their home to allow works to take place, they move into alternative accommodation. This is known as a decant.
<b>DLO</b>	Direct Labour Organisation
<b>GPF</b>	Group Policy Forum
<b>SMPRG</b>	Senior Managers Policy Review Group

## Related Documents

Document	Link
<b>Connected Policies:</b>	<a href="#">Repairs</a>
<b>Forms and Letters:</b>	<a href="#">Decant Assessment Form</a> <a href="#">Decant Details Form</a> <a href="#">Decant Form (resident)</a> <a href="#">Decant Health and Disability form</a> <a href="#">Decant Viewing form</a> <a href="#">Bank Account confirmation form</a> <a href="#">Goodwill/Compensation Form</a> <a href="#">Payment Requisition Form</a> <a href="#">Rent and Service Charge Amendment form (Residential)</a>
<b>Leaflets:</b>	N/A
<b>Other:</b>	

## Version history

<b>Version no.</b>	1	<b>Date effective:</b>	July 2009
<b>Full / partial review?</b>	New group policy		
<b>Brief summary of changes:</b>	n/a		
<b>Staff consultation (teams):</b>	Housing management, supported housing management and property teams of all group partners, Group Insurance Manager, Heads of Continuous Improvement, Group Risk Management, Commercial and Leasehold, Group Finance – payments and rent finance.		
<b>Legal consultation</b>	Eversheds - Housing benefit regulations		
<b>Resident consultation:</b>	<p>Residents and service users of all group partners were consulted as part of the 2009 Resident Involvement project. Feedback was received from: Circle 33 Policy Review Focus Group, EPIC forums (East and London), Roddons TAG, Wherry Policy Review Group.</p> <p>Changes as a result of resident consultation included:</p> <ul style="list-style-type: none"> <li>• Further considerations added to decant assessment section – including pets and shift working</li> <li>• The option of a holiday for decant accommodation being removed as it was considered extravagant in the economic climate and overly difficult to arrange.</li> <li>• Flexibility being added to the daily allowance rates as individual decant situations vary widely.</li> <li>• Decanted households will be offered a single staff member to contact with any concerns about their move or during the decant.</li> </ul>		
<b>Signed off by:</b>	GPF, 25 <sup>th</sup> June 2009		
<b>Author:</b>	Amy Carter, Policy Officer		

<b>Version no.</b>	2	<b>Date effective:</b>	
<b>Full / partial review?</b>			
<b>Brief summary of changes:</b>			
<b>Staff consultation (teams):</b>			
<b>Resident consultation:</b>			
<b>Signed off by:</b>			
<b>Author:</b>			