

Neighbourhood Services Policies & Procedures



Decant Policies

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1.	Overall Policy Objective
1.1	This Policy details the approach Watford Community Housing ('WCH') takes should a customer require to vacate a property either temporarily or permanently. It provides guidance on our obligations in these areas in order to ensure decants are managed in an efficient and equitable way, in accordance with relevant legislation and with the least possible disturbance to affected customers.
1.2	Our aim is to ensure that decants are carried out in a sensitive manner, recognising the significant impact a home move can have on people's lives. We aim to ensure that all decants are wherever possible achieved with the agreement of affected customers.
2.	Legislative & Regulatory Requirements
2.1	<p><u>Legislative</u></p> <ul style="list-style-type: none"> • Land Compensation Act 1973 • Planning and Compensation Act 1991 • Housing Act 1985 • Housing Act 1996 • Town and Country Planning Act 1990 • Human Rights Act 1998 • Homelessness Act 2002 • Homelessness Reduction Act 2017 • Housing Act 2004 • Housing and Regeneration Act 2008 • Home Loss Payments (Prescribed Amounts) (England) Regulations 2019 (nb these are revised annually) • Assured Shorthold Tenancies Notices & Prescribed Requirements Regulations 2015 • General Data Protection Regulation 2016 and Data Protection Act 2018 <p>Disturbance and Home Loss compensation will be in accordance with the Land Compensation 1973 (as amended by annual increases to home loss payments by The Home Loss Payments (Prescribed Amounts) (England) Regulations) and the Planning and Compensation Act 1991 Act.</p>
2.2	<p><u>Regulatory</u></p> <p>2.2.1 Regulatory standards apply to any tenants and shared owners affected by a temporary or permanent decant.</p> <p>RSH Home Standard para 1.2:- "Registered providers shall:</p> <p style="padding-left: 20px;">(a) provide a cost-effective repairs and maintenance service to homes and communal areas that responds to the needs of, and offers choices to, tenants, and has the objective of completing repairs and improvements right first time;</p> <p style="padding-left: 20px;">(b) meet all applicable statutory requirements that provide for the health and safety of the occupants in their homes."</p> <p>2.2.2 RSH Tenant Involvement & Empowerment Standard 1.1 "Registered providers shall:</p> <p style="padding-left: 20px;">a) provide choices, information and communication that is appropriate to the diverse needs of their tenants in the delivery of all standards"</p> <p>2.2.3 RSH Tenancy Standard</p> <p>2.2.9 Registered providers shall grant tenants who have been moved into alternative accommodation during any redevelopment or other works a tenancy with no less security of tenure on their return to settled accommodation.</p>
3.	Overall Scope and Definitions
3.1	<u>Definitions</u>

3.1.1	Compulsory Purchase Order (CPO): a legal remedy enabling Local Authorities to obtain land or property without the consent of the owners in certain circumstances.
3.1.2	Decanting: a legal term used to describe the necessity of moving occupiers from their homes temporarily or permanently where one of the circumstances in section 3.2.1 arises.
3.1.3	Defect Liability Period: the prescribed period (usually 12 months from practical completion, but can vary in some cases) under a Developer's construction contract with the Group after practical completion under which they agree to remedy any defects in the construction work they have performed and before the development can be handed back to the Group. These can include design deficiencies, material deficiencies, specification problems or workmanship deficiencies.
3.1.4	Permanent decant: a situation where it is envisaged that a customer <u>cannot</u> return to their property as a result of works or repairs to the property or redevelopment. A customer will not be regarded as permanently displaced if there is an intention to return them to their original home at completion of the work. Similarly there will not be a permanent decant situation where the customer, for reasons of personal preference, chooses to stay in the decanting accommodation or other accommodation after the work(s); in this situation WCH may choose to acquire the home under a CPO.
3.1.5	Temporary decant: a situation where customers vacate their property and are expected to return to their property once necessary works are complete, or it is safe to inhabit the home again.
3.1.6	Emergency situation: refers to an emergency, such as flood or fire, where a tenant cannot immediately return to their property.
3.1.7	Major Repairs may include but are not limited to the following:- <ul style="list-style-type: none"> • Major damp proofing; • Emergency structural issues; • Serious flooding or fire which makes the majority of living spaced unusable.
3.1.8	Tailored Local Offer: that affects an estate or a defined geographic area, a scheme-specific decant strategy may be produced and customers will be decanted in accordance with this strategy.
3.1.9	The use of the term 'customer' in this Policy applies to tenants, leaseholders and shared owners unless one of these groups is specifically referred to.
3.2	<u>Scope</u>
3.2.1	These Decant Policies apply to situations where it is necessary and unavoidable to move customers temporarily or permanently from their property in the following situations: -
3.2.1.1	Temporarily <ul style="list-style-type: none"> • Serious housing management issues • Major repairs
3.2.1.2	Permanently <ul style="list-style-type: none"> • Demolition • Redevelopment • Sale of the property • Serious housing management issues
3.3	<u>Market Rent and Assured Shorthold Tenancies</u>
3.3.1	This Policy does not apply to tenants on Market Rent or Assured Shorthold Tenancies (ASTs).

4.	Vulnerable Customers – Support during Rehousing
4.1	In all situations where a vulnerable customer is required to vacate their property, they will be supported by WCH as appropriate. We will work within the definitions of our Vulnerable Customers Policy. We will work collaboratively with appropriate external support agencies in all cases to ensure tailored support is given to our customers during the decant period. The nature of support given will vary according to the whether the customer is a tenant or leaseholder/shared owner. On occasions this may include agreeing a schedule of visits to ensure continued support.
4.2	During a permanent decant, a member of staff from the Neighbourhood Services Team will be assigned as the central point of contact, addressing any queries from affected customers which require cross-departmental responses and solutions and assisting with any challenges arising due to the move.
5.	Customer Feedback on Decants
5.1	Where a customer provides feedback (positive or negative) about a permanent or temporary decant, this should be handled in accordance with our Customer Feedback Policy in the normal way.
6.	Related documents
	<ul style="list-style-type: none"> • Vulnerable Customers Policy • Access to Housing Policy • Alterations Policy • Customer Feedback Policy • Tenancy Policy
7.	Appendices
	Appendix 1 – Temporary Decant Policy Appendix 2 – Permanent Decant Policy
8.	Approval of Policies
	Approved by: EMT 24 June 2020
	Approval date: June 2020
	Review date: June 2021
	Policy ‘owner’: Neighbourhood Services Manager

Appendix 1

Temporary Decant Policy

9.	Introduction
9.1	WCH will offer a temporary decant to tenants who cannot safely remain in their property. Any tenants required to move out of their home on a temporary basis will retain their tenancy rights to the property.
9.2	A temporary decant will be considered in the following cases: <ul style="list-style-type: none">- Serious Housing management issues- Major Repairs
10.	Temporary Rehousing
10.1	Where a tenant is required to decant on a temporary basis (ie. it is intended for the tenant to return to the property at the end of the work(s)), we will be as flexible as possible in our approach to each individual case.
10.2	When the need for a temporary decant arises, the first option to be explored is the extent to which the household could stay with friends or family. During the decant period, the household would receive financial assistance as described at section 11. If this option is not possible, or has been exhausted, we will then consider the following other options, where they are available: <ul style="list-style-type: none">- Staying in a local bed & breakfast or hotel;- Staying in a WCH Independent Living/Flexicare guest room; or- Staying in a vacant WCH property
10.3	These options will be considered in light of the particular household circumstances including but not limited to: size of household, preferred location(s), predicted length of stay, personal circumstances and support requirements. Under Tenancy Agreements dated 2016 onwards, WCH tenants agree to work collaboratively with us on a potential temporary move.
10.4	WCH cannot accommodate pets (unless a recognised assisted dog) during a temporary decant; tenants may be able to put in place temporary arrangements for pets under their own home contents insurance cover.
10.5	In the first instance, we would encourage tenants and their household occupants to source their own temporary accommodation e.g. with friends or family.
10.6	For tenants , we will endeavour to offer alternative accommodation on a like-for-like basis where possible. Therefore it may be necessary for WCH to offer temporary accommodation which is smaller or different than the decanted property. Where emergency works may take longer than originally anticipated, we should look to provide the most suitable accommodation which may mean moving affected tenants from Hotels/B&B accommodation.
10.7	During a temporary decant, tenants will continue to pay rent and services charges to WCH for their permanent home, as well as Council Tax to the relevant local authority.
10.8	WCH will only make <u>two</u> offers of suitable alternative accommodation to tenants , after which we would need to consider formal options to facilitate a move. Tenants will then sign a Decant Acceptance Form to agree the accommodation and time period of the decant

10.9	Leaseholders and Shared Owners
10.9.1	For leaseholders/shared owners , it will be for insurers to consider the need for alternative accommodation and offer advice and guidance under the relevant buildings insurance cover. WCH will revert back to the terms of the Lease to clarify our obligations.
10.9.2	Where properties are within a Defect Liability Period, the relevant developer will be contacted at the first available opportunity together with any warranty provider (where appropriate) to remedy the defect.
11.	Subsistence Payments
11.1	<p>If a tenant and their household stays with family/friends or a Hotel/B&B, they will be entitled to the following subsistence payment: £15 per adult per night and £7.50 per child per night as a contribution towards the cost of food and drink (up to maximum payment of £60 per day). (nb This is not intended to cover full costs, as these costs would still have to be met if the tenant was living at home).</p> <p>WCH will make payments directly to the hotel/B&B at intervals throughout the stay for the cost of the accommodation.</p> <p>Subsistence payments will be made directly to the tenant upon return to their primary home. The tenant will receive a Financial Assistance Form to clearly set out the payment breakdown.</p>
11.2	<p>Discretionary Expenses We would consider paying other expenses directly to the tenant or via their rent account on a case-by-case basis such as the need to move existing white goods to the temporary accommodation.</p>

Appendix 2

Permanent Decant Policy

12.	Introduction
12.1	We aim to ensure that permanent decants are, wherever possible, achieved with the agreement of affected customers.
12.2	Permanent decants refer to situations where a customer is moved out the property and there is no intention for them to return.
12.3	A permanent decant may be required due to one of the following reasons: <ul style="list-style-type: none">• Demolition• Redevelopment• Sale of the property• Serious housing management issues
13.	Permanent Decant Consultation
13.1	WCH will carry out consultation with affected customers fully before any intended permanent decant, clearly setting out the reason(s) for the decant, the proposals for the customers' relocation, the customer's housing needs and those of their household and the financial support package being offered, taking into account the customers' views on these matters.
14.	Permanently Rehousing Tenants
14.1	The following rehousing options are available to tenants permanently decanting: <ul style="list-style-type: none">• two suitable offers within WCH stock;• bidding for another home on a Choice Based Letting Scheme in the local area; banding will be applied by the Local Authority;• pursuing an alternative housing option.
14.2	<u>Suitable Offers within WCH Stock</u>
14.2.1	We may offer accommodation directly to the tenant where an available property suits their household's needs. This would need to be agreed with the relevant Local Authority. The tenant would have a new tenancy but would retain their original tenure.
14.2.2	WCH will only make <u>two</u> offers of suitable alternative accommodation to the tenant, after which we would need to consider options at 14.4 to facilitate a move. In all cases tenants' preferences will be taken into account and accommodated as far as possible. An offer will be deemed suitable if it reasonably meets the needs of the tenant and their family in terms of security of tenure, proximity to any workplace and/or school(s), rent and size.
14.3	<u>Bid for another home on Choice Based Lettings (CBL) Scheme</u>
14.3.1	Further information can be found on the relevant Local Authority's website. Support will be available to tenants who require assistance with bidding for a new property using the relevant Local Authorities CBL Scheme to ensure they are not disadvantaged.
14.4	<u>Pursue other Housing Options</u>

14.4.1	Where the tenant declines WCH's direct offers, or chooses not to bid on another home via CBL, it would be open to them to move in with friends/family or find their own suitable accommodation.
14.4.2	WCH will need to consider formal legal action to seek repossession if the above rehousing options are exhausted.
14.5	<u>Support when Rehousing Tenants</u>
14.5.1	All tenants being permanently decanted will have a dedicated member of staff within WCH to support them through the process.
15.	Permanently Rehousing Shared Owners and Leaseholders
15.1	WCH will negotiate with a leaseholder or shared owner to secure vacant possession of any property where a leasehold interest is held. This may involve buying back the lease, or discussions about rehousing options within WCH existing stock. This option will usually only be necessary during a redevelopment scheme.
15.2	If we are unable to buy-back through negotiation, WCH will be required to seek possession through a Compulsory Purchase Order (CPO) as a last resort.
15.3	WCH will seek to buy back the leaseholder or shared owner's interest in the property. The offer to the leaseholder/shared owner will be based on an assessment by a RICS (Royal Institution of Chartered Surveyors) Valuer, commissioned by WCH. The leaseholder or shared owner is within their rights to seek a second valuation from the District Valuer Services (DVS) at their own cost, the DVS valuation will be final.
16.	Home Loss and Disturbance Payments
16.1	Customers who move permanently will be entitled to set statutory payments in the form of a 'Home Loss payment' and/or a 'Discretionary Disturbance Payment'. These payments will be checked for accuracy at the time the compensation is calculated based on the legislation at the time.
16.1.1	Disturbance and Home Loss compensation will be in accordance with the Land Compensation Act 1973 (as amended by annual increases to home loss payments by The Home Loss Payments (Prescribed Amounts) (England) Regulations 2019) and the Planning and Compensation Act 1991.
16.2	Home Loss Payments
16.2.1	A Home Loss Payment is a statutory sum paid in recognition of the inconvenience caused to a customer in certain circumstances, as at section 16.2.3 below. The payment could be due to either a tenant or a leaseholder / shared owner .
16.2.2	Where there are joint tenants or co-owners only one Home Loss Payment is payable.
16.2.3	To qualify for a Home Loss Payment, the customer must satisfy each of the following criteria: - <ul style="list-style-type: none"> • be <u>permanently</u> displaced from their home as a consequence of refurbishment or redevelopment. The payment is not therefore available if the customer is able to return to their property at the end of the works or they elect to move before the decant process starts; • have occupied their home as their main or only residence for at least a year (ending with the date of displacement); • claim the payment directly within six years of their decant; and • have a formal legal interest in the property – lodgers and licensees will not qualify.

16.2.4	Where a commercial tenant has, with the WCH's consent, granted a sub-lease to one or more third parties, the third parties concerned will be entitled to a Home Loss Payment in place of the leaseholder.
16.2.5	Where a residential leaseholder has, with the WCH's consent, granted a sub-lease to a third party, the residential leaseholder will be responsible for the sub-lessee.
16.3	Disturbance Payments
16.3.1	Disturbance payments cover 'reasonable expenses' incurred by the customer during moving. Customers displaced from properties that have been adapted for a disability are entitled to the comparable cost of those modifications (at the time they were made). Unlike Home Loss payments, there is no minimum length of occupation required to receive a disturbance payment.
16.3.2	The meaning of 'reasonable expenses' has been examined in the courts and it has been held that this refers to expenses which relate strictly to the move, and which are reasonably incurred as a direct and natural consequence of the displacement. Expenses must therefore be closely connected to the move.
16.3.3	We will work with the customer and agree appropriate disturbance payments. All expenses need to be agreed between the customer and WCH in advance. These may include but are not limited to: removals; carpets; decorating of walls only; re-connection of telecoms (e.g. landline and Wi-Fi); re-connection of gas and electric; redirection of mail; travel expenses for viewing.
16.3.4	WCH will, where possible, pay expenses rather than reimbursing the customer. Where not possible, all agreed claims for disturbance payments paid by the customer must be accompanied by the original valid receipts.
16.4	Property Improvements
16.4.1	Where a customer has undertaken improvement works to their property and has obtained the Group's written consent to those improvements in accordance with the Alterations Policy, they may be entitled to compensation for the value of the improvements under that policy.
16.5	Debts Owed to WCH
16.5.1	Where a decanting customer is in debt (e.g. rent arrears, major works owed, service charge arrears) at the time of moving, WCH has the right to deduct the relevant sum(s) owed from their Disturbance Payment and Home Loss Payment before it is made.
16.6	For leaseholders/shared owners , the items in 16.4 and 16.5 will be considered as part of the negotiated settlement.
17.	Options for Commercial Leaseholders
17.1	We currently have a number of commercial leaseholders with linked ("tied") residential accommodation. In most cases, these will be shopkeepers with a flat above the shop. During a redevelopment, we will seek to offer these existing customers alternative <u>residential</u> accommodation of a similar size within the new development or from our existing stock, subject to availability. Any new commercial lease granted would not include tied accommodation.
17.2	WCH will negotiate with an existing commercial leaseholder to secure vacant possession of any property where a commercial leasehold interest is held. This may include discussion regarding rehousing options within WCH existing stock.
17.3	In cases where the leaseholder does not have protected rights under the Landlord and Tenant Act 1954, and we are unable to reach a mutual negotiation, WCH would serve a section 25 notice to terminate the

	lease. Where the leaseholder does have protected rights and we are unable to do this through negotiation, WCH will seek possession through a Compulsory Purchase Order (CPO) as a last resort.
17.4	Where they meet the relevant eligibility criteria the commercial tenant living in the tied accommodation will be entitled to a Home Loss Payment.
17.5	Where there is residential accommodation occupied by the commercial leaseholder's employee(s), they may be entitled to a Home Loss Payment(s) although informal arrangements will not confer entitlement.
17.6	Compensation
17.6.1	WCH will be required, under the Landlord and Tenant 1954, to pay compensation to a commercial leaseholder if we wish to terminate a commercial lease (including tied accommodation) on the following grounds. <ul style="list-style-type: none"> • Ground D – where we wish to provide alternative commercial accommodation at another location • Ground F – where we require vacant possession to undertake substantial redevelopment of the property • Ground G – where we wish to occupy the premises ourselves
17.6.2	The compensation would be: <ul style="list-style-type: none"> • 1 x rateable value if commercial leaseholder in occupation for less than 14 years • 2 x rateable value if commercial leaseholder in occupation for more than 14 years.