

BELGRAVE NEIGHBOURHOOD CO-OPERATIVE HOUSING ASSOCIATION DECANTS POLICY

Aims of the decants policy

The following are aims of the decants policy:

- To establish a framework for determining whether there is a need for decant
- To set out what should happen if either temporary or permanent decants are necessary

Delegated Authority

- 1 The co-op delegates authority to its Senior Housing Lead, working with the Senior Property and Compliance Lead, to operate the decants policy, reporting to the committee on any significant actions needed in relation to the policy.
- 2 Decisions regarding whether a planned temporary decant is necessary shall be taken by the Operations Sub-Group (dependent on the reason for the proposed decant). Decisions regarding whether a permanent decant is necessary shall be taken by the management committee.
- 3 Where staff and the member or members concerned disagree about issues relating to decants, decisions about how to proceed should be taken by the Operations Sub-Group or by the Chief Executive Officer where there is a need for urgency.

The need for a decant

- 4 Major repairs, improvements or other circumstances may result in consideration as to whether a member needs to be decanted from their home whilst works are carried out.
- 5 Wherever possible and where agreement is reached with the member, works will be carried out with the member remaining in their home. On a case-by-case basis, agreements with the member will include appropriate compensation for any disturbances they suffer as a result of the major works. Such agreements will be approved by the

Operations Sub-Group or by the Chief Executive Officer if agreement is needed urgently.

- 6 The Senior Housing Lead in conjunction with the Senior Property and Compliance Lead will determine whether a decant is necessary on health and safety grounds.
- 7 If the Senior Housing Lead and the member disagree about the need for a decant (either that one is necessary for health and safety or other reasons or that the Senior Housing Lead considers that one is not necessary, but the member considers that one is), the matter will be referred to the Operations Sub-Group or to the Chief Executive Officer if a decision is needed urgently.

Types of decant

- 8 On occasions, there may be a need for the co-op to either temporarily or permanently relocate individual or groups of co-op members. Decants may be:
 - **an emergency decant** – caused by an unexpected event which has made a property uninhabitable. Temporary accommodation will be arranged with the member with the intention of them returning once the property is inhabitable.
 - **a planned temporary decant** – needed when major repairs or improvements mean that the member cannot remain in the property during the works. A planned temporary decant requires that the co-op can schedule when the tenant will be able to move back into their home. It is likely that a decant will be permanent if the co-op is not able to schedule when the tenant can return to their home.

Temporary accommodation will be arranged with the member with the intention of them returning to the property once work is completed.

Wherever possible the co-op will plan its major works and improvements in such a way that a planned temporary decant is not necessary.

- **a permanent decant** – rare occasions when properties are to be demolished, remodelled or sold or where the co-op needs to do significant work on a property and has no clear idea how long those works will take to be done. The member would be offered alternative permanent accommodation.

Permanent decants

- 9 The need for permanent decants and programmes associated with them will be agreed by the committee.
- 10 The co-op will normally aim to give tenants 12 months notice of a permanent decant unless there are exceptional circumstances. The co-op will provide tenants with regular monthly updates on progress towards a permanent decant.
- 11 The co-op will ensure that tenants are offered suitable alternative accommodation based on their housing needs at the time. Those under-occupying their present homes will be offered alternative accommodation more appropriate to their current needs. For example, a couple occupying a three bedroom home will be offered a one or two bedroom flat dependent on need. Tenants moving permanently and giving up a bedroom will be entitled to an ex-gratia payment.
- 12 The Senior Housing Lead will appoint a member of staff to manage permanent decants with whom members affected may liaise as necessary. A “Decant Agreement” will be drafted by this member of staff which will be further developed after consultation and agreement by members affected. The agreement will set out key areas such as the timetable, serving of the Notice to Quit, details of the suitable alternative accommodation available, compensation and likely new rent levels.
- 13 The Senior Housing Lead will arrange a meeting with members affected to discuss the decanting proposal and the draft agreement. This meeting will inform members of the proposal and seek their views on the proposal and Decant Agreement. The meeting will also lead to further regular meetings throughout the decant process.

- 14 The Decant Agreement and meetings with members will agree a programme of individual meetings with members affected by the decants. These meetings will take place at least six weeks prior to the decant taking place. Home visits will be carried out to members affected to outline the decant procedure and what support the co-op can offer. A formal decant checklist will be kept regarding the decant process.
- 15 In arranging an offer of suitable alternative accommodation, the co-op will have regard to stated preferences of members affected but an offer will be deemed acceptable if it is reasonably suitable to the needs of the member and their family as regards to proximity to place of work, rental and extent of the accommodation.
- 16 Where possible, the co-op will offer rehousing in the co-op. Where this is not possible, the co-op will offer alternative housing options including:
 - being housed through another co-op
 - being housed through another housing association, local authority or other Registered Provider landlord
 - opportunities for shared homeownership or some other form of tenure if available and suitable to the member's needs.
- 17 If the member is to be housed by another Registered Provider landlord, the member may be offered a new property at an Affordable Rent rather than a social rent. Such an offer will be deemed to be suitable even if the rent is substantially higher than the one currently paid by the member.
- 18 The co-op will be obliged to make one offer of suitable alternative accommodation only, but, at the Chief Executive Officer's discretion, may extend the number of offers made.
- 19 Six months (or as soon as practicably possible) prior to a permanent decant taking place, the Co-op will issue a formal Notice to Quit under decanting grounds in relation to a permanent decant to confirm their position as decantees. This may assist with the process of obtaining suitable alternative accommodation through the Local Authority if necessary.

- 20 If a member refuses to move or refuses an offer of suitable alternative accommodation, the co-op will institute court proceedings to gain possession. This should start as soon as the refusal is instigated to reduce delay and disruption to the proposed works.
- 21 If the member is to be housed in another co-op home (either BNCHA or another co-op), they will be issued a new co-operative contractual tenancy. If they are to be housed elsewhere, they will be issued a tenancy appropriate to the landlord concerned.

Decant support

- 22 Tenants being permanently decanted are entitled to compensation consisting of both:
- **Home loss payment:** this is a statutory fixed sum paid in recognition of the personal upset and distress caused by displacement. It will only be paid to members for permanent moves, where the member must have occupied the property as their sole or main residence for a period of one year prior to the date of displacement.

Qualifying members will be entitled to a lump sum of £5,300 per household. Claims will be processed as soon as the member takes up occupation of their new home. Any rent arrears will be deducted from the home loss payment.

The payment must be claimed directly by the person(s) affected and a claim for the payment must be made within six years of the person's displacement.

Figures set out here are subject to future Government revisions.

- **Disturbance allowance:** this is intended to compensate residents, under the Land Compensation Act 1973, for their actual expenses associated with moving, up to a maximum payment of £2,000.
- 23 Members being decanted temporarily because of planned works are entitled to compensation by way of a Disturbance Allowance only and

will not be entitled to a Home Loss Payment. To be entitled to the Disturbance Allowance, member do not have to have lived in the property for a year, but they must have been a tenant at the time of the decision to decant. Members who chose to move voluntarily are not entitled to a Disturbance Allowance.

- 24 The co-op will provide appropriate support and advice and provides disturbance allowances to compensate members financially for actual expenses associated with decants. The co-op will adopt a flexible approach to considering member requests.
- 25 The co-op will ensure that there is clarity about responsibility to members. A staff member will be appointed to liaise with the member to co-ordinate advice, support and any payments, including support with any temporary or permanent move and housing options and applications.
- 26 Consultation regarding planned temporary decants will usually start at least 6 weeks prior to the decant taking place. Consultation regarding permanent decants will, wherever possible, start six months in advance of the decant. With the exception of emergency decants, support measures will be agreed with the member prior to implementation. Support will be tailored to each individual member and their families/carers where appropriate.
- 27 The co-op will work with members to establish temporary or permanent re-housing options:
 - discussions with the members whether they wish to stay with friends or relatives
 - consideration of using an alternative co-op property where possible for temporary decants that are likely to last longer than 28 days
 - where the above options are not possible, the Local Authority has a duty to rehouse any person who is homeless because their property is uninhabitable
 - if the above options are not available, consideration will be given to temporary accommodation in a B&B or hotel. The maximum cost available for stays in a B&B or hotel will be the amount set out in the co-op's Expenses Policy.

- where a permanent decant is necessary, the co-op will use its best efforts to rehouse the member in an alternative co-op property, taking account of existing care and support needs, social and family networks and other individual factors. If a member wishes to move to another landlord, the co-op will use its best efforts to facilitate this.

Temporary decants

- 28 Where a member is unable to prepare food as a result of them being rehoused on a temporary basis, the co-op will provide a daily subsistence allowance of £10 per person in the household that may only be spent on food. People who are decanted who wish to claim this allowance will need to provide the original receipts for the food purchased (screenshots of receipts will not be acceptable) and will be required to sign a form to claim the allowance.
- 29 Provided works can be carried out with the furniture remaining in the property, where a member is temporarily accommodated at friends, relatives, a B&B or a hotel, the member's furniture and belongings will remain in the property (suitably protected).
- 30 Where works cannot proceed with the furniture in the property, the co-op will consider storage options for the member's furniture and belongings. Where storage is used, a full inventory of furniture stored will be kept and signed for by the member, and all items should be photographed. The co-op will ensure that a disclaimer is made about furniture held in storage.
- 31 Where a member is temporarily accommodated in another property, the member's furniture and belongings will be moved to the temporary property by the co-op.
- 32 In the case of both emergency and planned temporary decants, the member will remain a tenant of the property vacated and the rent on that property will continue to be due.
- 33 A member moving to an alternative decant property for a short period should be issued with a Licence to Occupy the premises and should be required to sign a decant agreement requiring them to return to their home when it is ready for occupation.

Disturbance allowance

34 Disturbance Allowance may pay for:

- actual costs of removals (for vulnerable residents this may include additional support, such as furniture packing and unpacking)
- cost of altering soft furnishings, including re-fitting and altering carpets, altering curtains and blinds and re-fixing curtain rails
- cost of new curtains and carpets, provided the curtains and carpets in the old home cannot be adapted to fit windows and floors of the new home (costs will not be paid where curtains or carpets have been left in the property to which the tenant has been moved on a temporary basis)
- disconnection and reconnection costs for telephones, internet connections, cookers, washing machines and other plumbing
- redirection of mail for each person named on the tenancy agreement (for up to three months)
- cost of travel for a temporary decant where the alternative accommodation is a significant additional distance from the member's work or education
- cost of moving and re-erecting aerials and satellite dishes (reconnection of such facilities will only be done at the decant property with the agreement of the landlord at the new address)
- cost of redecorating
- purchase of cookers if the energy supply is different in the decant home
- other reasonable costs incurred by the member if approved in writing by the co-op prior to the costs being incurred.

35 The co-op will only compensate tenants with a Disturbance Allowance up to £2,000. Reimbursement costs can be offset against any rent arrears the member owes. If the decant is temporary, a further Disturbance Allowance will become due when the member moves back into the original home.

36 At the discretion of the Senior Housing Lead, the co-op may also pay for home-to-school transport in order to minimise disruption to the education of children who are temporarily decanted. The payment will be made direct to the travel provider. This decision will depend upon the length of the decant, availability of school places in schools close to

the temporary address and any other key factors (for example, if a child is in GCSE year etc).

- 37 If no claim is received within 6 years of the displacement, the member's right to a disturbance allowance ceases.

Practical arrangements

- 38 **Disconnecting appliances** – the co-op will ensure that gas and electricity operatives are arranged to disconnect gas and electrical appliances. The co-op will take readings of gas, electricity and water meters when a member moves to and from the temporary decant. The co-op will also offer assistance to members to arrange connection of their gas and electric supply in decant properties and their own properties when moving back in.
- 39 **Housing benefit and council tax** – if the member is in receipt of housing benefit paid directly to the co-op, the co-op will inform the Benefits Service of any change of address as soon as possible. If the member receives housing costs within their Universal Credit, the co-op will provide appropriate assistance to the member to ensure that they manage their claim.
- 40 **Legal action** - where a member refuses reasonable offers of accommodation, all reasonable steps will be taken to avoid legal action, but the co-op reserves the right to take legal action to remove a member where there is a necessity for legal or regulatory reasons to decant a member.
- 41 Members will be surveyed following decants to improve future performance.

Potential risks to be avoided

- Co-op members may not be properly supported at a time when they are feeling particularly vulnerable as a result of a temporary or permanent loss of their home.
- The co-op may not properly comply with its statutory and moral responsibilities in relation to home loss and disturbance.

