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| <b>Policy Name</b>      | Decant Policy           |                        |  |
| <b>Policy Ref</b>       |                         |                        |  |
| <b>Review Date</b>      | August 2022             |                        |  |
| <b>Purpose</b>          | REVIEW & APPROVE        |                        |  |
| <b>Next Review Date</b> | August 2026             |                        |  |
| <b>Committee</b>        | Service Delivery Policy |                        |  |
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| <b>Internal Policy</b>  |                         | <b>To be published</b> |  |

| <b>Scottish Social Housing Charter</b>   | <b>Outcomes</b>  |
|--|--|
| This policy has been developed with reference to The Scottish Social Housing Charter | 1 Equalities, 7,8 and 9 Housing Options, 10 Access to Social Housing, 11 Tenancy sustainment |

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| <b>Department</b> | Housing Management |

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| <b>Approval Date by Committee</b> |  |
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**Notes**

First Approved by Committee 31 October 2012  
Reviewed September 2017  
Reviewed August 2022

# **ANGUS HOUSING ASSOCIATION LIMITED**

## **DECANT POLICY**

### **1. Introduction**

1.1 This policy describes our arrangements for decanting tenants from their homes when major repairs or other remedial works are necessary. A decant is temporary housing which is only offered where it is essential for the property to be vacated.

Care should be taken to ensure that decant is absolutely necessary as it may be possible to carry out the works while the tenant remains in their home. Each case should be taken on its own merit and discussed fully with the Director of Housing Services and Director of Asset Management.

1.2 The decant should be kept to a minimum length.

1.3 Where applicable a payment will be made to them under the following categories:

- Home Loss Payments
- Decant Payments
- Replacement Allowances

1.4 All payments including those made at the discretion of a Landlord may be offset in agreement with the tenant, either wholly or partly, against any debts owed to the Association.

1.5 As far as reasonably possible the Association will ensure existing residents can return or remain in the locality. However, this may not always be possible particularly when a scheme is being remodelled with fewer properties than originally. If this is the case we will work with residents to provide options for rehousing.

### **2. Definitions**

2.1 Decanting:

Is a legal definition used to explain the process where residents are required to move from their homes for repair work to be undertaken.

2.2 A Permanent Decant:

This is when a resident is moved out of their property and there is no intention to return them to it.

### 2.3 A Temporary Decant:

This is when a resident is moved out of their property, to enable work on the property to be carried out, with the intention of returning them to the property at the earliest opportunity.

2.4 The Association does not consider it appropriate to use the decanting process as a means to move Tenants permanently who may wish to transfer for reasons other those identified as the reasons for decanting.

## 3. Aims and Objectives

### 3.1 Aims

- To manage decant proceedings in an efficient and equitable manner
- To cause the least possible disturbance to residents who are obliged to decant on either a temporary or permanent basis

### 3.2 Objectives

- Fairness in the calculation of amounts due to residents if not determined by statute, using a fair and consistent basis for the assessment of the loss or costs incurred
- Make reasonable payments to residents who are being compelled to move
- Providing assistance to residents who are required to move and managing and arranging the move in a responsible manner
- Ensuring that accommodation is provided with similar adaptations where an individual has particular needs and their existing home has been specially adapted
- Prompt payment of compensation, making every effort to determine the amounts due as soon as possible after the event giving rise to a resident's claim
- In situations where there is clear evidence of financial hardship caused by the move interim payments will be considered

## 4. Relevant Legislation

4.1 The Home Loss Payment (Specification of Amount) (Scotland) Regulations, 1989 is the relevant legislation for making payments to residents. The payments are intended to compensate individuals for the upheaval and personal upset involved in an involuntary move.

- 4.2 A claimant is required to meet all the following criteria in order to qualify for a home loss payment:
- They must have occupied the property as their sole or main residence for a period of one year prior to the date of displacement.
  - The move must be permanent.
  - The claimant must be a tenant, a spouse with occupancy rights under the Matrimonial Homes (Family Protection) (Scotland) Act 1981 or any person with any “interest in the dwelling house” for example Qualifying Occupier.
- 4.3 In addition to the above the claimant’s removal must be as a consequence of one of the following events:
- Compulsory acquisition of the property by a body with compulsory purchase powers;
  - Demolition, improvement or closing order under the Housing (Scotland) Act 1987;
  - The Development of Land acquired by an authority with compulsory purchase powers;
  - Improvement or redevelopment by an RSL;
  - Demolition of a dangerous building;
  - A court order for recovery of possession proceedings by an RSL, with suitable alternative accommodation being available to the tenant. This only applies to secure tenants

## **5. TYPES OF DECANT**

- 5.1 The type of decant will be based on the needs of the tenant but with a negotiated agreement which proves to be the best possible solution for both parties.

### *5.1.1 Tenants make their own arrangements*

Sometimes the tenant will prefer to make their own arrangements for re-housing. In these circumstances, the rent charge will be dropped for the period of the decant. Any Storage costs will be met by the Association.

### *5.1.2 Void property*

If the tenant is decanted in to a void property they may be offered a permanent move if the property is suitable for their needs. Rent would be charged for the tenants original property, but an adjustment will be done if the rent on the decant property is less than the amount the tenant pays for their current tenancy unless the move is made permanent.

### 5.1.3 *Other landlords*

In certain circumstances we may approach other landlords for assistance if we cannot provide a suitable property

### 5.1.4 *Furnished Let*

This option could be considered in exceptional circumstances for short periods. Storage costs would be met by us

### 5.1.5 *Bed and Breakfast*

This option is suitable for short stays and can be considered primarily for single households and couples.

### 5.1.6 *Caravans*

The use of caravans can be considered but only as a last resort.

### 5.1.7 *Respite Care*

For certain elderly, frail and supported tenants this option could be considered if recommended by Medical or Support Workers Advice. Provision would be arranged with the Social Work Department to ensure any accommodation arranged is suitable to the needs of the tenant and is properly registered and controlled.

## **6. Accommodation Criteria**

6.1 The criteria for accommodation to be provided by a Landlord is as follows:

6.1.1 Where possible, tenants being moved due to remodelling or major repairs will be allocated a property with the same number of apartments as the property in which they already live;

6.1.2 Accommodation will be allocated according to the tenant's needs which will be assessed by:

- Apartment size according to confirmed family complement;
- Location for specific reasons, such as work or school
- Tenant's stated preference

- 6.1.3 Properties will be wind and water-tight. Due to the dispersed nature of the stock, the Association may need to request accommodation from other landlords.
- 6.1.4 While a tenant is required to move the rent they pay shall be the same, or where the rent is less than that of the existing property then the rent payable will be the lesser;
- 6.1.5 Where the accommodation is for the purpose of remodelling or modernising the tenant's existing home, the tenant cannot stay in the temporary decant accommodation permanently. Tenants will be required to sign a declaration agreeing to return to their remodelled/modernised home prior to moves being arranged;
- 6.1.6 Where a move has occurred to allow demolition of property to proceed or to create vacancies for a remodelling programme that will reduce the number of units available, tenants will be made an offer of permanent alternative housing if available or as properties become available;
- 6.1.7 As part of the decant (either temporary or permanent), the Landlord will co-ordinate and pay for the following:
- furniture removal and storage of furniture where this is required;
  - mail redirection;
  - telephone disconnection/reconnection
  - gas/electrical appliance disconnection/reconnection i.e. cooker, washing machines, lifting and relaying of carpets and/or curtain and carpet alterations. Where we arrange gas disconnection/reconnection of cookers it is the tenant's responsibility to ensure their appliance meets the existing required standard. Contractors cannot reconnect appliances that do not meet those legal standards;
  - disconnection/reconnection of TV aerial/satellite/cable;
  - disconnection/reconnection of Wifi.

Tenants may wish to organise some of the above items themselves. If this is the case the Association will reimburse any cost incurred.

- 6.2 If a tenant wishes to move with no assistance from the Landlord, it will pay a non-negotiable one-off payment as detailed in appendix 1.
- In this instance Tenants will need to arrange their own contents insurance;
  - Where the tenant receives emergency alarm or care services or meals on wheels, we will liaise with the appropriate agency to make sure the

service is transferred to the decant property and then back to the permanent property;

- 6.3 We will ensure that the decanted accommodation provided will conform to the normal letting standard of the organisation plus it will have:
- Fitted carpets;
  - Vinyl floor covering in kitchen and bathroom;
  - Fully operational heating and hot water system
- 6.4 Residents who have to move due to major works will have a legal right to return.
- 6.5 Tenants should contact their Home Insurance company and advise of any moves, whether organised by themselves or Angus Housing Association.

## **7. Home Loss and Decant Payments**

### **7.1 Home Loss**

Home Loss payments will be made to Tenants where they qualify under the criteria set out in Section 4. The amount that will be paid is detailed in Appendix 1.

## **8. Replacement Allowances**

- 8.1 Replacement Allowances are to ensure that Tenants are not significantly 'out of pocket' as a direct result of works taking place in their home. These are contributory compensation payments to reflect that particular household items, such as carpets, blinds and floor coverings, may no longer fit back into an improved house.

The intention is, therefore, to acknowledge this possible eventuality, as well as achieving across the board consistency and fairness in the levels of payments made.

- 8.2 Types of allowances provided.

The following are the allowances available and the criteria for issuing them, with the amounts payable detailed in Appendix 1.

### *8.2.1 Decoration*

Where properties have been the subject of decanting arrangements, all rooms affected by the works will be fully decorated prior the return of the



existing tenant or allocation to a new tenant. This will be to the basic finish as per the lettable standards as detailed in the Landlords Voids Policy. No allowance will be paid.

#### *8.2.2 Window Blinds/Curtains*

Where replacement windows have been installed which alter the dimensions so that the existing blinds or curtains do not fit, an allowance will be authorised to compensate for alterations to or contribute to new blinds/curtains, as the tenant desires.

#### *8.2.3 Floor Covering Allowance – Damage to Existing*

Where damage to floor covering is anticipated as part of the work, e.g. where new kitchen units are a different size from existing units leaving a gap in the carpet, then an additional floor covering allowance will be approved.

#### *8.2.4 Floor Covering Allowance – Wooden or Laminate Flooring and Non Slip Flooring.*

Where tenants have fitted wooden or laminate flooring with the prior permission of their Landlord and this is unavoidably damaged during removal from the property, an additional floor covering allowance will be approved

#### *8.2.5. Removal and Storage of Furniture*

The landlord will, where required, arrange removal and storage of tenants' furniture directly with a removal contractor on the tenant's behalf. The Landlord will ensure that all necessary insurances are in place to cover the potential for damage of tenants' furniture during removal or while in storage.

## **9. Emergency Situations**

- 9.1 Where a decant is required for an emergency situation, such as to undertake emergency repairs following a fire, a flood or other major damage rendering the property immediately uninhabitable, the Landlord will, in the first instance, concentrate on locating suitable temporary accommodation for the resident(s), their family and any pets for example hotel, serviced apartments or bed and breakfast.

9.2 Once the immediate emergency situation has been dealt with the Landlord will either return the occupiers to their home or, if this is not possible, continue with the normal decant procedures. By their very nature, no emergency situation will be the same, however the priority of Association will always be the safety of their residents and their possessions, in that order.

## **10. Confidentiality**

10.1 Under the Data Protection Act 1998 and the Human Rights Act 1998, all personal and sensitive organisational information, however received, is treated as confidential. This includes:

- anything of a personal nature that is not a matter of public record about a resident, client, applicant, staff or committee member
- sensitive organisational information Officers will ensure that they only involve other agencies and share information with the consent of the resident concerned, unless:
  - The Association is required to by law
  - The information is necessary for the protection of children

## **10. Equality & Diversity**

10.1 We recognises the needs of a diverse population and always acts within the scope of its Policies, the Human Rights Act 1998, The Disability Discrimination Act, and Race Relations Act.

## **11. Monitoring and evaluation**

11.1 We will closely manage and monitor all decants. The overall success of the policy will be judged using a mixture of indicators which will measure overall sustainability of estates together with indicators which measure the success and speed of internal processes.

The following indicators will be used:

- Reasons for decant
- Tenant satisfaction

## **12. Health & Safety**

12.1 This policy will be carried out in compliance with all relevant statutory Health and Safety requirements and regulations.

## **13. Policy Review**

The Association will review the Decant Policy in August 2026, or as required following a substantive legislative or regulatory change.

## APPENDIX 1

|  |   |
|--|---|
| 1. Home Loss Payments  | £1,500  |
| 2. Full removal service, inc. removal and storage of furniture, all household items, redirection of mail, telephone, utilities, Carpets, floor coverings | This will be undertaken by the Landlord and will be provided for all decants (permanent or temporary) |
| Tenants making their own arrangements for removals   | £300  |
| 3. Replacement Allowances  |   |
| Blinds/Curtains (per blind or curtain set)   | £30   |
| Floor Covering Allowance   |   |
| Damage to Existing (per carpet)  | £150  |
| Damage to Wooden,<br>Laminate  | £150  |
| Maximum Allowance for Floor Coverings where all relevant criteria have been met  | £400  |

## Decant Payments Explained

Replacement Allowances/Payments are made to ensure that tenants are not left seriously “out of pocket” after their decant. This factsheet explains the decant allowances/payments, how they will be paid and when.

| Payment                         | How much will I receive  | How will I receive my payment   |
|---------------------------------|--|---|
| Decoration                      | All rooms affected by repair works will be fully decorated prior to the return of the current/new tenant. This will be a basic paint finish and no payment will be made.   |   |
| Window Blinds                   | Where new windows have been installed and existing blinds no longer fit – a payment will be made to contribute to new blinds or towards alterations at £30 per blind. It is not envisaged that the new windows will change the existing aperture. Evidence will need to be provided to confirm the blinds no longer fit before any payment will be made. | Payments will be made into either a tenants bank account or rent account  |
| Floor Covering Allowance        | Where existing flooring will no longer be of use e.g. where new kitchen units are a different size from existing ones – then an additional floor covering payment will be made of £150 per covering up to a maximum of £400.   | Payments will be made into either a tenants bank account or rent account<br><br>If the tenant chooses to go with our approved supplier an agreement has been reached that they will bill Angus directly for their share leaving only the balance to be paid direct by the tenant. |
| Additional electric/gas charges | All decant properties will have pre-payment meters installed. If you currently have a dry meter and feel that the use of a pre-payment   | Payments will be made into either a tenants bank account or rent account  |

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|                            | meter has resulted in additional costs then please supply evidence of this in the form of a previous bill or statement from your energy supplier in order for us to consider reimbursement.   |  |
| TV/Broadband/Phone Charges | If as a result of moving your TV, Broadband or phone service to your decant property you receive additional charges then please provide documentary evidence of this in the form of a letter or bill from your supplier so that we can consider reimbursement | Payments will be made into either a tenants bank account or rent account |
| Mail Redirection           | Please supply a copy of your receipt confirming your mail redirection costs in order for us to consider reimbursement.  | Payments will be made into either a tenants bank account or rent account |

**\*Please note cash payments are not possible for the items listed above**

**\*\*Bank transfers can take up to 10 working days to reach your account**