



**manningham**  
HOUSING ASSOCIATION

## **DECANT POLICY**

## **1. BACKGROUND**

Manningham Housing Association (MHA) is a registered social housing provider which is regulated by the Regulator of Social Housing. The Association provides general needs housing for rent and shared ownership.

The main purpose of this policy is to ensure an effective and efficient way of decanting tenants/leaseholders whether on a temporary or permanent basis, aiming to minimise any disruption to the tenant/leaseholder.

## **2. DEFINITION OF DECANTING**

Decanting is where the Association requires a tenant(s) to move from their home(s) for the purpose of a major repair (including those required following a fire, flood, or other disaster), improvement works, major adaptations, demolition, refurbishment or redevelopment.

Decants can also be necessary when a property needs to be rebuilt or disposed of, to enable effective asset management. The move could be permanent, or it may be temporary while work is carried out.

Given that a decant can sometimes be unplanned due to an emergency, the Association may consider using hotel “Bed and Breakfast” accommodation.

## **3. REGULATORY AND LEGAL FRAMEWORK**

The main pieces of legislation or regulation which underpin this policy are:

- Housing Act 1985
- Housing Act 1988
- The Home Loss Payment (Prescribed Amounts) (England) Regulations 2019
- Land Compensation Act 1973
- Planning & Compensation Act 1991
- Equality Act 2010

## **4. OUR APPROACH TO DECANTING**

It is recognised that moving home can be very stressful and especially difficult if the tenant is elderly, in poor health or requires additional support to maintain a tenancy.

The Association will offer support and assistance at all stages of the process; before, during and after works have been completed, as appropriate to meet the needs of the tenant. Tenants should not suffer financially because they must be moved. The Association will agree a reasonable level of compensation beforehand.

The Association will provide as much information as possible to the tenant on the works required, including the nature, the scope, and the length of time they will need to be away from their home.

The Association will give as much notice as possible to the tenants as to when the works will start to minimise the amount of disturbance to the tenant. If the works are part of a planned programme, the Association will provide a minimum months' notice. The Association will also give as much notice as possible as to when the works will be completed.

The Association will secure alternative accommodation for the tenant, and so far, as is practicable, will try to consider their personal circumstances. The Association will try to provide a similar size, type, and location of property to their existing home. However, given that a decant can sometimes be unplanned due to an emergency, the Association may consider using hotel, "Bed and Breakfast" accommodation.

The Association may need to contact other service providers for assistance with finding suitable temporary accommodation such as the local authority or other housing associations. If a tenant wishes to stay with relatives, or wishes to be accommodated at a hotel, "Bed and Breakfast", the Association will consider the request on an individual basis, including the appropriate level of financial compensation.

The Association understands tenants should not suffer financially because they must be moved.

Tenants who are to be permanently decanted and are not able to return to their properties are entitled to either a 'Home Loss' payment and/or a 'Disturbance Allowance' as per section 29 of the Land Compensation Act 1973.

### ***Home Loss Payments***

Home Loss Allowance will only usually be paid for permanent moves, where certain criteria are met, these are:

- 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 general need assured (not assured shorthold) /secure tenant)

Tenants who are to be permanently decanted and have not resided at the property for a year are provided Disturbance Allowances. This is paid to the tenant to contribute to a reasonable expense of moving and is not limited to providing removal expenses only.

Under the ~~new~~ Home Loss Payments (Prescribed Amounts) (England) Regulations 2023, any occupants who are displaced on or after 1 October 2023 will be entitled to:

- For tenants, £8,100; and
- For leaseholders, who are entitled to 10% of the property value, a minimum payment of £8,100 and a maximum payment of £81,000.

Only one home loss payment will be made per household, even if joint tenants are moving into separate accommodation. The sum paid will be the statutory sum relevant at the date of decant. This payment is subject to a maximum time period which under 1973 Act s32(7a) a claim for the payment must be made within six years of the person's displacement. This is all subject to Government revisions.

Where there are monies owing to the Association, this will be offset against the Home Loss payment.

### ***Removal Expenses and Disturbance Allowance***

For Disturbance Allowance, the resident need not have lived in the property for 12 months but must be the tenant at the time of the decision to decant. The basis of the Disturbance Allowance is to ensure the resident(s) is not financially out of pocket due to the move. The amount agreed will take into account:

- Removal costs
- Storage costs
- Connection/reconnection of utilities (phone, gas, electric etc)
- Redirection of mail for up to 3 months
- Adjustments to floor coverings (if required and possible)
- Provision of floor coverings (if appropriate)
- Redecoration
- Purchase of cookers if type of fuel is different in the new home
- Reimbursement for extra travel costs related to work or education whilst in temporary accommodation
- Additional heating costs
- Where there is no adequate cooking facilities i.e hotel "bed and breakfast" accommodation, additional food costs will be considered. Adults (persons aged over 18 years old) will be entitled to £20 per day and children (persons aged under 18) will be entitled to £10 per day.
- Other reasonable costs incurred as a consequence of any vulnerability

Depending upon the individual circumstance of the tenant and taking into account the tenant's vulnerability the Association may:

- Agree a lump sum
- Pay actual costs on production of receipts
- Arrange removal etc on behalf of the tenant

## **5. DECANTING LEASEHOLDERS**

MHA will consult Leaseholders about any major works (under section 20) prior to any discussions around possible decanting. However, once the necessity of decant has been decided MHA will start consultation on the proposed decant.

MHA has no automatic right to decant Leaseholders, any decanting and compensation paid to the Leaseholder must be through negotiation. If such a situation arises MHA will consult Leaseholders at the earliest opportunity and strive to seek the most equitable solution. It is possible in some cases MHA may have a right to decant a resident to enable major works to be carried out under the terms of their individual lease. Ultimately if MHA's ability to discharge its repair and maintenance responsibilities (likely to include major works to the structure of the building) was hindered by a leaseholder MHA would take legal advice on the way forward.

In cases where there are occupants who are a customer of an MHA leaseholder, we will negotiate directly with the leaseholder and not the occupant. However, we will support the occupant of the leasehold property to obtain alternative accommodation via our MHA Allocations Policy.

## **6. DECANTING NON-RESIDENTS**

MHA has no automatic right or responsibility to decant non-residents of MHA, any decanting and compensation paid to them must be through negotiation. If such a situation arises MHA will consult them at the earliest opportunity and strive to seek the most equitable situation. If the non-residents are tenants of an MHA leaseholder, then MHA will negotiate directly with the Leaseholder.

Where a repair to an MHA property required the temporary relocation of a neighbouring non-MHA property, MHA will discuss and negotiate the terms of this with the neighbour.

## **7. RIGHTS & RESPONSIBILITIES**

*During the decant process, tenants/leaseholders have the right:*

- To have their home and belongings treated with respect.
- To be kept informed by MHA of the details and progress of their decant.
- To be remunerated with reasonable costs and expenses incurred through the 'disturbances' of a decant.

*As part of this decant process, tenants/leaseholders have the responsibility:*

- To be bound by the terms and conditions of their original tenancy agreement. A new tenancy agreement will not be issued for their temporary address instead a temporary licence may be issued (see Appendix 1).
- To remain responsible for paying the rent/service charge.
- For notifying the Council Tax and Housing Benefit sections or Department of Works and Pensions of their move. However, the Association can assist with this notification if required.
- To inform MHA staff of any conditions and needs that would require consideration when planning their decant.
- To keep full and legitimate records and proofs of purchase for expenses incurred as part of the decant.
- To inform staff in writing of any changes in circumstances or needs during the decanted period.
- To pack and prepare for the move, or to inform MHA if they require support in this.

- To inform utilities and insurance companies (gas, water, electricity, sky/cable TV, telephone, home contents insurance, car insurance) of their decant.
- To look after their temporary home whilst they reside in it.
- To be responsible, directly to the supplier, for the payment of the relevant services used at the temporary address.

*In managing the decant process, MHA reserves the right to:*

- Exercise discretion in the non-statutory aspects of this policy, which must be communicated to the tenant.
- Make project specific changes to the property during a temporary decant if warranted.
- To make changes to the conditions of a planned and programmed decant at different phases where the project requires. This must be communicated to the tenant in maintaining the decant process successfully.

*MHA has the responsibility to:*

- Work with tenants, where possible, to agree the terms and conditions of a decant.
- To keep decanted tenants and all staff involved in the decant abreast of the details and changes

## **8. PAYMENT OF RENT AND SERVICE CHARGES DURING THE DECANT PERIOD**

- If a tenant moves temporarily into accommodation (often another property owned by the Association) with a lower rent/service charge, the tenant will pay rent/service charge at the lower rent/service charge for the temporary home.
- If a tenant moves temporarily into accommodation with a higher rent/service charge, then the tenant will continue to pay rent/service charge at the rent/service charge for their permanent home.
- If a tenant requests larger temporary accommodation with a higher rent/service charge, then the tenant will pay the higher rent/service charge for the temporary accommodation.
- If a tenant is accommodated in a hotel, “Bed and Breakfast”, they will continue to pay rent/service charge for the permanent home whilst the Association will pay for their alternative accommodation (providing the alternative accommodation is more expensive). In effect, the tenant will pay the lower of the two charges.
- If a tenant chooses to stay with friends or family, or make their own alternative arrangements, they will not be charged rent/service charge on their permanent home.

Should the Association have to enlist the assistance of the local authority or another housing association in finding temporary accommodation, then the Association will be responsible for paying the rent on the temporary accommodation while continuing to charge the tenant the rent/service charge of their permanent home. However, if the rent/service charge of the temporary accommodation is lower than the rent/service charge charged on their permanent home, the tenant will pay the lower rent/service charge.

## **9. REFUSAL OF ACCESS OR REFUSAL TO MOVE**

If a tenant refuses the Association access, or declines to move out of their home, the Association will discuss the reasons with the tenant with a view to understanding and resolving the situation.

If the Association is refused access or the tenant still refuses to move out, where the work required represents a significant Health & Safety risk, the Association will take legal action to be able to undertake the work.

Where the work is necessary but not a “risk”, the work will not be carried out until the property becomes vacant. The Association will “patch and mend” only. The Association will review the legal position in these circumstances.

## **10. REQUESTS FOR A PERMANENT MOVE FOLLOWING DECANTING**

A tenant in a temporary address may express a wish to remain permanently at the temporary address. The tenant must submit any request in writing, providing their reasons and the Director of Operations will consider such a request on an individual basis. **Should any such request be approved then the tenant would not be entitled to a Home Loss Payment.**

## **11. CONFIDENTIALITY AND DATA PROTECTION**

We will always treat any sensitive or personal information given to us as confidential in accordance with the Data Protection Act 2018 and the UK General Data Protection Regulations (GDPR) 2018, in line with MHA’s General Data Protection Regulations Policy. We will only pass this information on to third parties such as statutory organisations if:

- We are required by law to do so - either for the prevention or detection of crime or the apprehension or prosecution of offenders.
- There is an information/data sharing protocol, contract, or confidentiality agreement in place.
- The person who gave us the information is happy for us to share the information. Our employees will always respect confidentiality and will not share any information given in confidence unless justified by the assessed risk to the vulnerable person or required by law.

## **12. EQUALITY AND DIVERSITY**

As Bradford’s only Black and Minority Ethnic (BAME) housing association, MHA is actively committed to promoting and embedding a culture of equality, diversity and inclusion. MHA is an organisation that values differences and enables individuals to be their authentic selves.

Our aims are for the organisation to be a leading voice for BAME communities, to be truly representative of all sections of society and communities we serve, and for each member of our staff, residents, and other stakeholders to feel respected and valued.

### 13. MONITORING AND REVIEW

We will monitor and review this policy in conjunction with ~~residents~~ customers to ensure its effectiveness and relevance to the Association’s stated aims and objectives.

The Deputy Chief Executive/Director of Operations has overall responsibility for the on-going monitoring of this policy through the work of frontline staff, particularly those engaged in ~~tenancy~~ Neighbourhood Management. This ~~procedure~~ policy will be reviewed every three years or sooner ~~due~~ following significant legislative ~~to statutory~~, or regulatory changes or good practice requirements

<b>Policy Name</b>	Decant Policy
<b>Equality Impact Assessment</b>	Completed
<b>Date Approved by Committee</b>	12.12.2023
<b>Next Review date</b>	12.12.2026
<b>Lead Officer</b>	Deputy Chief Executive/Director of Operations



**APPENDIX 1**

**AMEND AGREEMENT APPROPRIATELY TO CIRCUMSTANCES OF DECANT**

**Agreement for Temporary Tenancy  
During Works**

This tenancy is a temporary one granted to you while works are done to your home.

Because of this, its terms are different from those that we normally offer.

Please make sure you understand the agreement before you sign it.

Take independent advice if you are at all unsure.

**The Landlord ("We" or "Us")**

**The Tenant ("You")**

**The original Property ("Your home")**

**The temporary Property**

**Tenancy Start date**

**Purpose of this Agreement**

We need to carry out works to your home which are so extensive that you cannot stay there while they are done, and so we are letting you "the temporary property" as rent-free alternative accommodation meanwhile, on the terms shown on these pages.

### **Both of us agree**

1. We let the temporary property to you rent free until this agreement shall end in any of the ways described below.
2. Your tenancy of your home will continue on its existing terms meanwhile, but subject to the provisions in its tenancy agreement about rent review or re-registration.
3. You will continue to pay the rent for your home (including any service charge) throughout the duration of this tenancy.

You will be responsible for paying council tax, water and sewerage charges and for all gas and electricity consumed on or supplied to the temporary property during his occupation.

4. We will both enjoy the same rights, and observe the same obligations, in respect of the temporary property as are set out in the Tenancy Agreement for your home ('the original agreement'), as these obligations were expressly set out in this Agreement, with the following changes and exceptions:
  - The provisions relating to rent and service charges shall not apply
  - You do not occupy the temporary property as your only or principal home
  - Any right to exchange this tenancy for another, or to sublet part of the property or to take in lodgers, shall not apply
  - You are obliged to give vacant possession of the temporary property to us at the end of this tenancy
  - This tenancy ends as shown in Paragraph 6 below, not as shown in the original agreement
  - While this tenancy lasts, any notice to you concerning either this agreement or the original agreement is validly served if delivered to the address shown on page 1 of this agreement

5. We will carry out works to your home with reasonable speed. When it is again in our reasonable opinion available for your occupation, we will tell you in writing. Until that time, you will not seek to occupy your home nor cause work there to be disrupted or delayed.
6. Determination of the agreement

This agreement will be ended:

if you are in breach of any of the terms of this agreement; or upon you being notified that the tenancy property is ready for occupation and by us subsequently giving one week's notice to you on the expiry of which you will immediately vacate the temporary property and return to the tenancy property.

7. If you remain in possession of the temporary property after this agreement has ended, then you must pay us use and occupation charges for the temporary property equal to the weekly rent we could obtain by letting it on a tenancy on our usual terms, until such time as you give us vacant possession.

**Signed on behalf of Manningham Housing Association:**

Print Name \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

**Signed by the Tenant(s):**

Print Name \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_