

# Supported temporary move (decant) policy

Policy	Supported temporary move (decant) policy
Date adopted	March 2021
Date of next review	March 2024
Version	2
Responsible board	Homes board
Responsible officer	Head of neighbourhoods

## Overall policy statement

Moving home can be a difficult and stressful experience for customers, especially for vulnerable and older customers and their families. This Supported Temporary Move (Decant) Policy sets out the approach that the Housing Plus Group takes to moving customers temporarily for work to be carried out to their homes. This may be due to the following:

- ◆ Having to carry out major repairs where it is not safe or possible for the customer to remain in the home.
- ◆ Emergencies such as fire or flooding.
- ◆ Undertaking urgent health and safety works.

This policy sets out the Group's commitment to provide a customer centred approach to moving customers temporarily and to ensure that these moves are conducted in an efficient and equitable manner by the Group.

This policy applies to all general needs, retirement living, extra care and supported housing customers of the Housing Plus Group. This policy does not apply to leaseholders or shared owners.

If emergency housing is required as a result of a civil emergency or similar, this policy does not apply.

## 1. Policy Aims & Impact

1.1. We recognise that moving home can be a disruptive and stressful experience, so the objectives of this policy are to:

- ◆ Ensure that a positive relationship is always maintained between landlord and customer.
- ◆ Ensure that good information, communication and support is provided in order to make the move and re-settlement processes go as smoothly as possible.
- ◆ Comply with all statutory and regulatory requirements.
- ◆ Establish fairness in calculating the amounts to be paid to customers, if not determined by statute, for the loss or costs incurred and prompt payments.
- ◆ Be flexible in managing the move process, especially where customers are identified as likely to need extra support and reassurance.

## 2. Scope and Limitations of this Policy

2.1. This policy applies to temporary moves (decants) whether they are planned or unplanned.

2.2. The duration of the temporary move may vary from one night up to 12 months.

- 2.3. This policy does not apply to permanent moves qualifying for a Statutory Home Loss Payment. These are only required where the customer's home has been identified for redevelopment, disposal or a different use. If a permanent move is needed, this will be dealt with under the Allocations Policy.
- 2.4. There are limited circumstances under which Housing Plus Group will not provide alternative accommodation, or will end an existing temporary move on receipt of evidence:
  - ◆ Where the customer has such bail conditions that they cannot return to their property.
  - ◆ Where a customer has rendered their Housing Plus Group home uninhabitable as a result of criminal damage such as arson or where the fault or the fire was due to the customer or a member of their household.
  - ◆ Where a customer has committed deliberate actions or neglect (and has the capacity to understand their responsibility for these) which have rendered the home uninhabitable and Housing Plus Group wishes to take legal action.

### 3. Aims and Objectives

- 3.1. Housing Plus Group will have regard to its Asset Management strategy and Assets and Liabilities register, in order to pro-actively manage the stock, and wherever possible pre-empt the need for a temporary move.
- 3.2. Where a substantial programme of works is required which affects more than one household, Housing Plus Group will develop an action plan in consultation with the customers to ensure that all concerns are represented. Housing Plus Group staff will be responsible for arranging, leading and managing the consultation along with facilitating any actions that arise.
- 3.3. Consultation with those affected will take place at the earliest opportunity in order to explain the process, including the support and options available.
- 3.4. In order to provide support and guidance a single point of contact will be assigned to manage the temporary move and regularly update the customer.
- 3.5. We will recognise, respect and respond to people's different needs, circumstances and requirements. Certain groups of customers may need extra support, such as older people, lone parents, non-English speaking households, or those with mental ill health, a physical or a learning disability.
- 3.6. We will be flexible in our approach to each individual case, considering wherever possible preferred locations and personal circumstances. (Please see Appendix A for the expenses available for these options). For most customers requiring a short term move of up to one month the first option we would explore would be staying with family or friends. We would look to offer a disturbance payment as detailed in section 4, and this could include travel expenses if applicable. Only when the above option has been exhausted would we consider the following other options:
  - ◆ Staying in a bed & breakfast, serviced apartment or hotel
  - ◆ Staying in a Housing Plus Group Retirement Living scheme guest room (where available)
  - ◆ Respite care (if appropriate)
  - ◆ Empty/void properties
- 3.7. Medium term temporary moves (roughly those expected to take 1 – 3 months) can be considered for a combination of the above options. We will discuss and agree the position for all family members when considering these.
- 3.8. For long term temporary moves, where works to a property are expected to take 3-12 months (including any lead-in time), we will look for a suitable alternative property within our housing

stock, other Housing Associations and private rented properties which meets the customer's reasonable requirements. It may be necessary for the household to move to one of the short-term options detailed in section 4 whilst we endeavour to do this, as an alternative property may not be readily available. A licence agreement will be issued for the temporary property and the customer will retain security of tenure on their principal home.

- 3.9. Whilst we will try to offer alternative accommodation on a like-for-like basis, if this is not possible, particularly where the customer is moving from a larger family home, it may be necessary to offer a temporary alternative home which is smaller, or of a different type. Where alternative accommodation is not available in the preferred area, travel costs will be considered as set out in this policy.
- 3.10. The customer will be responsible for setting up accounts for utilities and council tax at the temporary property. Housing Plus Group can assist with setting these up if required. The customer will continue to be liable for the rental charges on their principal home and no charge will be made in lieu of rent on the temporary home.
- 3.11. We will do everything we can to ensure that a suitable offer of alternative accommodation is made, but we are often restricted by the supply of properties available. Although we will always be reasonable, we will take legal action in instances where, despite a suitable offer being made, a customer refusing to move from their permanent home, or to move back to their permanent home from temporary accommodation.

## 4. Disturbance Allowance and Expenses

- 4.1. Housing Plus Group will ensure that a budget is available to facilitate potential moves identified in advance and to cover the costs for which we are responsible. We will also ensure that all reasonable costs are covered during an emergency temporary move. Please see Appendix A for information on Disturbance Allowances.
- 4.2. We will discuss and agree a Disturbance Allowance package with each customer, which clarifies the compensation, or financial assistance they are entitled to, and the process, timescales, responsibilities and support to be made available to them.
- 4.3. If a customer wishes to dispute the level of Disturbance Allowance to be paid, the Complaints policy should be followed.
- 4.4. Home Loss Payment: This does not apply to temporary moves (decants) and is only due where a qualifying customer is required to move permanently to alternative accommodation. The payment is prescribed in law under the Planning and Compensation Act 1991 - details can be found at <https://www.legislation.gov.uk>. Repairs, even if major, do not justify this payment when the customer is moved temporarily. If a permanent move is required, this will be managed through the Allocations Policy.

## 5. Responsibilities

- 5.1. The customer will be responsible for their behaviour in any temporary home, as would be reasonable for any other guest of that accommodation. Should they be asked to leave as a result of improper behaviour, our ability to provide alternative accommodation may be limited or we may discharge any responsibility to do so.
- 5.2. If the customer's behaviour, or refusal to move to alternative accommodation, impacts on our ability to carry out the works, we will assess the situation as follows:
  - ◆ If category 1 hazards are present at the property or we have been served a Property Improvement Notice, we may seek an injunction to gain access to the property and complete these works. A category 1 hazard can include asbestos, biocides, and extreme heat or cold.

- ◆ If this is not the case, and we have made a reasonable offer of alternative accommodation which has been refused or the customer has been asked to leave the alternative accommodation, we may decide not to carry out the works following a risk assessment. We will complete a vulnerability assessment and fully consult any support agencies in pursuit of a successful outcome before reaching this decision.
- ◆ If the temporary move is required as a result of damage to the home, either directly by the customer, or by their lifestyle choices in the management of their home and we are not able to recoup the costs through our recharge procedures, we may adopt legal sanctions such as Undertakings or Civil Injunctions in order to protect the home from future damage or misuse.

## 6. Tenure

- 6.1. During a temporary move the customer retains their tenancy on their main property as their sole and principal home. If they are moved to an alternative Housing Plus Group property, they will be given a licence to occupy the temporary accommodation. They continue to pay the rental fee on their main home and not on the temporary home.
- 6.2. Any eligibility for the Preserved Right to Buy/ Right to Acquire or other condition offered by virtue of the tenancy agreement for the principal home will be unaffected by a temporary move.

## 7. Insurance

- 7.1. Where the need for repair arises as a result of an insured event, Housing Plus Group will submit a claim to recover the costs from its insurance broker. Records, photographs and receipts should be retained to substantiate any claim in events such as:
  - ◆ Flood
  - ◆ Fire
  - ◆ Storm damage
  - ◆ Impact by motor vehicle
- 7.2. Housing Plus Group will seek to claim lost rental monies, removal costs, accommodation, work costs and any storage costs and the legal team should be informed in the case of a valid claim.
- 7.3. Housing Plus Group's insurance provision will not be available to loss or damage to customer's belongings unless the Association was responsible for this through accident or neglect and agreed by our insurance broker.
- 7.4. Where customers have existing home contents insurance, they should notify their insurance provider of items to be claimed and of any temporary move arrangement, as the insurance provider normally requires such notification if the permanent address will not be occupied for a period of time.

## Risk Assessment

- ◆ The Group fails to maintain Consumer Standards in line with the objectives and framework set out by the Government (Risk Map ref: 6.2)
- ◆ Group policies do not incorporate current legislation, equality and diversity, or best sector practice and fail to protect the business (Risk Map ref: 1.2)
- ◆ The Group fails to manage its income effectively which impacts on the Group's financial viability (Risk Map ref: 2.4).
- ◆ The Group's does not have adequate insurance cover in place (Risk map ref 2.11)
- ◆ The Group's reputation is harmed as a result of its activities (risk map 1.5)

## Regulatory Issues

National Standards are Neighbourhoods & Community Standard and Tenancy Standard.

## Links to Other Policies, Procedures or Documents

- ◆ Allocations Policy
- ◆ Decant procedure
- ◆ Repairs Policy
- ◆ Repair's procedures
- ◆ Tenancy Policy
- ◆ Neighbourhood Management Policy
- ◆ Leases

## Key Legislation

- ◆ Compensation payments are covered by Section 30 of the Land Compensation Act 1973 (as amended by the Planning and Compensation Act 1991).
- ◆ Grounds for possession for major works are contained in Schedule 2 of the Housing Act 1985 The Landlord and Tenant Act 1985
- ◆ Gas Safety (Installation and Use) Regulations 1998
- ◆ Electrical Equipment (Safety) Regulations 1994

## Monitoring and Review

This policy will be reviewed every 3 years unless there are significant changes in legislation.

## Impact Assessments

An Equality and Diversity impact assessment has been carried out.

## Appendix 1 – Disturbance Allowance

Where applicable and depending on the length of the temporary move, the Association will arrange and/or pay for:

- ◆ Disconnection and reconnection of gas or electric cooker; washing machine, dishwasher, satellite dish or TV aerial, telephone lines, broadband, light fittings.
- ◆ Removals costs (including packing service for those who are older or otherwise identified as vulnerable and requiring assistance).
- ◆ Redirection of mail for the period of the temporary removal.
- ◆ Refitting or replacement of personal support aids.
- ◆ Other discretionary costs reasonably associated with and incurred as a direct result of the move, such as the removal and refitting of additional locks or external lights for security; replacement of the cooker where the fuel supply in the temporary home is incompatible with the customer's cooker or a fitted cooker cannot be moved; removal and refitting of fitted wardrobes, or possible replacement with freestanding wardrobes.
- ◆ Short term storage of items during a temporary move will also be considered where the temporary home is smaller than the main home or is not a Housing Plus Group property. If the customer cannot meet the initial outlay for these costs, Housing Plus Group will make direct payment to the company on receipt of the invoice.
- ◆ Where travel to another temporary location, work, schools or caring responsibilities involves outlay or higher public transport costs.

**Miscellaneous Allowances** – These will be paid to customers who move out temporarily but are not moved to another property. For example, where a customer has chosen to stay with friends or relatives. These will be discussed on a case-by-case basis. This option would be reviewed should the move last for longer than a 12-week period.

Where a customer has been placed in temporary overnight accommodation such as a hotel, Housing Plus Group will meet the following expenses:

- ◆ Accommodation costs will be paid directly by Housing Plus Group.
- ◆ An allowance of £20 per day per adult / adolescent, and £10 per day per child under the age of 12 will be paid for meals.
- ◆ Where no laundry facilities are available and the move exceeds 7 days the cost of using a launderette will be reimbursed on production of receipts.
- ◆ Housing Plus Group will not pay for bar bills, phone calls, room service etc.
- ◆ Where the customer has been given permission to keep a pet, or it is permitted by the tenancy agreement, in an emergency scenario requiring hotel accommodation we will meet the short-term cost of kennels / boarding only where it has been established that the pet(s) cannot be looked after by family or friends.

Properties used for temporary decants will be let in accordance with Housing Plus Group's Lettable Standard. In addition, fitted carpets, and vinyl floor covering in the kitchen and bathroom, will be provided and the home may be redecorated if necessary.



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