

Paragon Asra Housing Limited

PA Housing Temporary Decant Policy

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Owning manager	Richard Clark, Lettings and HomeMoves Manager
Department	Housing Services
Approved by	EMT
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AUDIT LOG

Date of Change	Who updated	Details of the change
29.9.21	Richard Clark	Policy reviewed
29.9.21	Richard Clark	Section 3 Adjustments to who is responsible to approve any decant request.
29.9.21	Richard Clark	Section 5 Cap added to daily allowance

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Paragon Asra Housing Limited (PA Housing) is committed to equality and diversity. This policy has considered the Equality Act 2010 and its protected characteristics which are: race, gender, gender reassignment, disability, religion or belief, sexual orientation, age, marriage, civil marriage and partnership, and pregnancy and maternity explicitly.

We will make sure that all of our communication is fully accessible and to achieve this if a policy or document needs to be available in other formats we will provide them.

1 Introduction

- 1.1 There are occasions when customers may be required to move from their homes temporarily due to emergency repairs, major repairs, refurbishment, modernisation or redevelopment. This process is known as decanting.
- 1.2 The purpose of this policy is to clarify what PA Housing will do when it is necessary to move customers from their homes.
- 1.3 This policy also sets out the responsibilities of both PA Housing and the decanted customers including guidance on expenses, expectations and escalation.

2 Objectives

- 2.1 We recognise that moving home can be a disruptive and stressful experience, so the objectives of this policy are to:
 - Ensure a positive relationship with the customer is maintained at all times
 - Ensure that good information, communication and support is provided in order to make the move and re-settlement processes go as smoothly as possible.
 - Make reasonable (moderate and fair) and prompt payments to customers who have to be moved.
 - 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.
 - Be flexible in managing the decanting process, especially where customers are identified as likely to need extra support and reassurance.

3 Scope and Limitations of Policy

- 3.1 This policy applies to temporary moves whether they are planned or unplanned.
- 3.2 Initial direction should be for the resident is to stay with family and friends where possible.
- 3.3 Unplanned short term temporary moves must be authorised by the Manager of the department who is requesting that it is required. For example if a short term decant is required due to an emergency repair issue then this must be authorised by the Surveying Manager. Alternatively if it is due to crime or anti-social behaviour then it must be authorised by the Neighbourhood and Safer Communities Manager for the region.

- 3.4 Short term temporary moves for repairs will be 'owned' by the relevant repairs team. They will liaise with the resident around their specific needs, organise accommodation and ensure updates are completed in a timely fashion.
- 3.5 Short term temporary moves for crime or anti social behaviour reasons will be 'owned' by the Tenancy Solutions Team for the relevant area. They will liaise with the resident around their specific needs and then work with colleagues in the HomeMoves Team to find appropriate accommodation. Ongoing liaison with the resident is to be maintained by the Tenancy Solutions Team.
- 3.6 Durations may vary from one or two nights away from the customer's home, to a number of months.
- 3.7 Where the temporary move is likely to last over 12 weeks and the resident is in hotel or short term accommodation the relevant team is to make contact with the HomeMoves Team as soon as possible and complete a formal request to decant into an alternative property. HomeMoves will then take over the process.
- 3.8 Only where it is anticipated that works would take longer than 12 months would the customer be given the option on choosing to stay at the temporary property on a permanent basis. This option would only be offered in exceptional circumstances and would require completion of the current housing application process, including affordability assessment and authorisation from the Head of Housing Services.
- 3.9 This policy does not apply to Permanent Decant moves qualifying for Statutory Home Loss payments. These are only required where the customer's home has been identified for redevelopment or disposal.
- 3.10 Where affected customers occupy a supported housing property managed on behalf of PA Housing the following will apply:
 - Should any major repair work require one or more Occupants to vacate the property to enable work to be completed, the Agent and PA Housing will use all reasonable endeavours to identify alternative accommodation for the duration of that work. In such circumstances the Agent shall take lead responsibility for any necessary liaison with the Local Authority and any other relevant bodies.
 - Where this is required because of work which is PA Housing's responsibility, PA Housing will meet the reasonable housing related cost of the alternative accommodation. PA Housing will not normally take on responsibility for additional costs of care and support.
 - Where this is required because of work which is the Agent's responsibility, the Agent will meet the reasonable housing-related cost of the alternative accommodation and any additional costs of care and support.

- The Agent is expected to hold an up-to-date contingency plan to cover the temporary displacement of Occupants for any reason including fire, flood or other natural disaster.

3.11 There are limited circumstances under which PA Housing will not provide alternative accommodation to a customer unable to occupy their property, or will bring to an end an existing decant on receipt of appropriate evidence – see below;

- Where the customer has such bail conditions that they cannot return to their property.
- Where a customer has rendered their PA Housing property uninhabitable as a result of criminal damage such as arson.
- Where a customer has committed deliberate actions (and has the capacity to understand their responsibility for such) which have rendered the property uninhabitable and PA Housing wishes to take legal action.

4 Key points of Policy

- 4.1 PA Housing will have regard to the long term asset management strategy and the assets and liabilities register, in order to pro-actively manage our stock, and wherever possible pre-empt the need for customers to be decanted.
- 4.2 Where a substantial programme of works is required which affects more than one household PA Housing will develop an action plan in consultation with customers to ensure that all concerns are represented. PA Housing staff will be responsible for arranging, leading and managing the consultations along with facilitating any actions that arise from the consultations.
- 4.3 Consultation with the customers affected will be had at the earliest opportunity in order to explain the process, including the support and options available. We will identify a dedicated member of staff who will be the key point of contact for the customer in relation to the decant and who will be responsible for making sure that the moves go as smoothly as possible, this could be from Repairs, Tenancy Solutions or HomeMoves depending on the nature and length of the decant.
- 4.4 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.
- 4.5 Where a decant may be required at short notice, in an emergency scenario we will first refer to the scheme specific disaster recovery plan where one applies. This document will contain information about local temporary accommodation options and how these will be accessed. The following options will then be considered.

4.6 We will be flexible in our approach to each individual case, taking into account wherever possible preferred locations and personal circumstances – (please see section 5 for a breakdown of the expenses available for these options). For most customers requiring a short term decant of up to 4 weeks 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 5.3, and this could include travel expenses if applicable)

Only when the above option has been exhausted would we consider the following:

- Staying in a Bed & Breakfast, serviced apartment or hotel
- Staying in a PA Housing Independent Living scheme Guest Room (where available)
- Respite Care (if appropriate to the customer's needs)

4.7 Medium term decants (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 options.

4.8 For long term temporary decants, where works to a property are expected to take 3 -12 months (including any lead-in time) PA Housing will look for a suitable alternative property within our housing stock which meets the customers' reasonable requirements. It may be necessary for the household to move to one of the short term options detailed in section 4.5 whilst we endeavor 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 the previous security of tenure on their principal home.

4.9 Whilst we will endeavor to offer alternative accommodation on a like-for-like basis, in the event that this is not possible, particularly where the customer is being decanted from a larger family home, it may be necessary to offer a temporary alternative property which is smaller, or is of a different type to the main home. Where alternative accommodation is not available in the preferred area, travel costs will be discussed as set out in section 5.3.

4.10 The customer will be responsible for setting up accounts for the utilities and council tax at the temporary property. PA Housing can assist with setting these up if required. The customer will continue to be liable for the rental charges on their principal home, no charge will be made in lieu of rent on the temporary property.

4.11 We will do everything we can to ensure that a suitable offer of alternative accommodation is made to decanting customers, but we are often restricted in 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

refuses to move from their permanent home, or where a customer refuses to move back to their permanent home from temporary accommodation.

- 4.12 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 that will be made available to them.
- 4.13 Properties used for temporary decants will be let in accordance with the PA Housing lettable standard. In addition, fitted carpets will be provided, vinyl floor covering in the kitchen and bathroom and the property may be redecorated if necessary.

5 Compensation, Expenses and Disturbance Allowances

- 5.1 PA Housing will ensure that a sufficient budget is available to facilitate potential moves identified in advance and to cover the associated costs for which we are responsible. We will also ensure that all reasonable costs are covered during an emergency decant.

Compensation falls into these categories:

- 5.2 Statutory payment – Disturbance Allowances. These will be paid to cover the actual costs and reasonable expenses that occur as a direct consequence of the customer being decanted. PA Housing will ensure that sufficient budget provision is made and that the Lettings Manager, or other authorised manager can access this to facilitate and administer the decant process. Some expenses incurred by PA Housing in providing these services may be recharged internally. There are not nationally set amounts, but PA Housing will normally consider the following:
- 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 customers 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 property is incompatible with the customers' 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 where the customer is moving temporarily will also be considered where the temporary accommodation is smaller than the main home or where the temporary accommodation is other than an alternative PA Housing

property. If the customer cannot meet the initial outlay for these costs PA Housing 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 this will be authorised by a manager and agreed in writing prior to the decant taking place.

5.3 Miscellaneous Allowances – These will be paid to customers who move out temporarily, but are not decanted to another property. For example, where they choose to stay with friends or relatives. In these cases, in addition to any removals or other standard costs an allowance of £100 per week will be paid per household, usually up to a maximum of £1,200. (If such payments would affect entitlement to welfare benefits, PA Housing will consider supplying, for example, carpets or curtains to the customer's property when they return. These will be discussed on an individual case by case basis) This option would be reviewed should the decant become required for longer than a 12 week period.

5.4 Where a customer has been placed in temporary overnight accommodation such as a hotel, PA Housing will meet the following expenses;

- Accommodation costs will be paid directly by PA Housing.
- 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 unless the temporary decant is to a location where the cost of daily subsistence is higher. In this case a senior manager will authorise an allowance of up to £30 per adult per day and £15 per day per child.
- Allowance will be capped at £70 per household per day unless agreed by a senior manager.
- Where no laundry facilities are available and the decant exceeds 7 days the cost of using a launderette will be reimbursed on production of receipts.
- PA Housing will not pay for bar bills, phone calls, room service etc
- Where the customer has been given permission to keep a pet by PA Housing, 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. If the property does not permit the keeping of pets PA Housing will undertake no responsibility to assist with the costs of this.

5.5 If a customer wishes to dispute the level of compensation to be paid the Complaints policy should be followed.

5.6 Home Loss payments: These do not apply to temporary decants, and are only due where a qualifying tenant is required to move permanently to alternative

accommodation. They are 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.

6 Responsibilities

- 6.1 The customer will be responsible for their behavior in any temporary accommodation provided as would be reasonable for any other guest of that accommodation. Should the customer be asked to leave that accommodation as a result of improper behavior PA Housing may be limited in our ability to provide alternative accommodation or discharge any responsibility to do so.
- 6.2 If either the customer's behavior, or refusal to move to alternative accommodation is found to impact on our ability to carry out the identified works we will assess the situation as follows:
- If category 1 hazards are present or we have been served a Property Improvement Notice we may seek an Injunction to gain access to the property and complete these works. See <https://www.gov.uk/government/publications/hhsrs-operating-guidance-housing-act-2004-guidance-about-inspections-and-assessment-of-hazards-given-under-section-9> for further explanation.
 - 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 expelled from we may decide not to carry out the works following a risk assessment. We will complete a vulnerability matrix for residents and fully consult any support agencies in pursuit of a successful outcome before reaching this decision.
 - If the decant is required as a result of damage to the property 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 property from future damage or mis-use.

7 Tenure

- 7.1 During a temporary decant the customer retains their tenancy on the main property as their sole and principal home and if decanted to an alternative PA Housing property they are provided with a licence to occupy the temporary accommodation. The customer continues to pay the rental fees on their permanent accommodation and not on the temporary accommodation.
- 7.2 Any eligibility for Preserved Right to Buy or other condition offered by virtue of the tenancy agreement for the principal home will be unaffected by a decant.

8 Leaseholders

- 8.1 Although there is no automatic right to decant leaseholders, it is possible that PA Housing may have a right or responsibility to do so under the terms of the lease. If such a situation arises we will consult leasehold customers at the earliest opportunity and strive to achieve the most equitable solution.

Ultimately, if PA Housing's ability to discharge its repair and maintenance responsibilities was hindered by a leaseholder, we would take legal advice on the way forward. Different legislation covers leaseholders then tenants, including the amounts of compensation payable. Details can be found in S.30(1) of the Land and Compensation Act 1973 (as amended).

9 Training

- 9.1 We will carry out training for all relevant staff to make sure that they are aware of our policy. All relevant managers will received specific training to provide the skills and knowledge to comply with our policy.
- 9.2 New staff will have a thorough induction and training to ensure that they understand and can implement our policy.

10 Monitoring and reporting

- 10.1 Regular monitoring will take place by carrying out customer satisfaction surveys to obtain their views on our performance during the decant process and opportunities to identify and suggest any areas for improvement. Feedback from this exercise will contribute towards the continuous improvement of our decant practices.

11 Equality Analysis

- 11.1 This policy is subject to an equality analysis to make sure that we do not illegally discriminate against anyone and that it is fair to everyone.

12 Resident consultation and feedback

- 12.1 Customers were consulted on whether this policy is clear, reasonable and easy to understand. Where they didn't find the policy clear we responded and changed it to meet their suggestions. All customers who took part in the consultation were sent a summary which explains how their feedback was used.

13 Legislation

- 13.1 Compensation payments are covered by Section 30 of the Land Compensation Act 1973 (as amended by the Planning and Compensation Act 1991).
- 13.2 Grounds for possession for major works are contained in Schedule 2 of the Housing Act 1985

14 Linked Policies

Allocations Policy

Tenancy Policy

Complaints Policy

Compensation Policy

Maintenance Policy

Aids and Adaptations Policy

Leasehold Management Policy

Equality and Diversity Strategy