

WOMEN'S PIONEER HOUSING LTD

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1. Introduction

- 1.1 Occasionally, we will need to decant residents as part of redevelopment or major works, or following an unexpected event causing the property to be temporarily uninhabitable. Women's Pioneer Housing Association will work to find accommodation for tenants who are decanted. This policy outlines our position on decants.

2. Definitions

- 2.1 Decanting: Where households are required to move from their homes, either temporarily or permanently, for the purpose of major repair, planned improvement works, disposal, redevelopment or demolition.
- 2.2 Temporary decant: Where a tenant and their household are required to move from their home for a short period of time no longer than six months to enable repairs or other major works to be carried out. After the work is completed they will be expected to move back to their home.
- 2.3 Permanent decant: Where a tenant and their household are required to move from their home on a permanent basis e.g. due to demolition or disposal where there is no option to return, or if a permanent move meets the tenant's needs better than their original home.
- 2.4 Emergency decant: When an unexpected event has occurred with no notice e.g. a leak, and the home becomes temporarily uninhabitable such as whilst it dries out and repairs are carried out.

3. When we will decant tenants:

- 3.1 Where possible we will keep tenants in their homes during works, however some circumstances will make avoiding decants impossible, these are:
- When a building will be part of redevelopment i.e. the building is to be demolished
 - When major works need to be carried out and it is not appropriate for residents to remain in-situ

- When we are carrying out development and we believe the disruption is great enough to warrant a decant or nearby residents

4. Redevelopment decant

- 4.1 A redevelopment of a building will require all residents to leave, this is a permanent decant.
- 4.2 Decisions to decant residents will be made by directors and the CEO. Once a decision is made all residents effected will be written to with a copy of this policy. The letter will outline the plans for the building, the timescale, any homeless payment amount (where applicable) and rehousing options.
- 4.3 We will provide an opportunity for residents to speak to someone face to face within 10 working days of the letter being sent, and provide the dates and times for this meeting as part of the letter.
- 4.4 We will prepare a Decant Agreement for each project. This is a specifically tailored agreement which details the reasons for the decant, what will happen during the decant e.g. removals and costs, expectations around rent arrears and utilities etc., what will happen after the work has been finished e.g. the tenant will return to the principal home, and confirms that the tenancy of the permanent home will be suspended during the decant period.
- 4.5 A demolition notice may need to be served on secure tenants who have preserved right to buy.

5. Making offers of alternative accommodation

- 5.1 All residents affected by a redevelopment will be offered an alternative property owned by WPH.
- 5.2 Offers of homes to move to will be the most appropriate that we can make from what we have available. Wherever we can, we make the best match between the properties available and individual tenants' needs taking into account preferences for area, health, affordability and other relevant factors.
- 5.3 Where all other factors are equal and we have a property to offer to multiple tenants, the priority order will then be on the length of time someone has lived in the building, with the longest length being the highest priority.
- 5.4 Whenever possible we will make two offers of alternative accommodation. However, as the number of flats that become empty is small, we may have to limit this to one reasonable offer.

- 5.5 We will make the most appropriate offer we can, we may offer a studio flat even when a tenant lives in a one bedroom flat as we have more studios becoming vacant than larger flats.
- 5.6 We will make the most appropriate offer we can according to tenant's needs and the flats that we have available.
- 5.7 Factors being taken into account in deciding on who to offer vacant flats:
- Whether the tenant has requested sheltered housing or general needs properties
 - The tenant's stated preference for an area
 - Any health conditions that we have been informed about (an assessment by our independent health advisor may be required – we will cover the costs of this and you will not have to attend the surgery)
 - Floor level need based on medical or family situation.
 - If multiple tenants are eligible for one property they will be offered it in order of their time living in the building, with those who have lived there the longest at the top of the list
 - Any other relevant factor that we become aware of.
- 5.8 All properties offered will meet the Decent Homes Standard as required by legislation and our Homes Standard which is our internal standard for all new lets, this includes good decorative order and carpets. We will not do additional void works unless they are necessary based on individual circumstances.
- 5.9 We will start offering alternative housing from the date we write to tenants affected whenever we have something suitable to offer.
- 5.10 We will do our best to find tenants somewhere else to live but we only have a small number of vacancies that we can offer. If we make a tenant one or more offers but the tenant refuses on grounds that we do not consider reasonable, we will not be able to offer them anything else and this may result in the tenancy being ended, see our Evictions Policy.
- 5.11 It is likely residents will be served a Notice of Seeking Possession using the grounds relevant to a redevelopment. We may also issue proceedings to go to court, this is done as a failsafe to progress the vacant possession of the property and we will do all we can to avoid eviction of any resident due to redevelopment.
- 5.12 We may work with independent third parties to coordinate the decant, particularly when decanting a block for development, this third party will be introduced to tenants once a decant has been agreed and communicated.
- 5.13 Throughout the decant we will keep residents informed through community meetings, one to one discussions and letters.

6. Tenancy type and rent

- 6.1 All tenants will retain security of tenure when decanting from a redevelopment. Their tenancy at the property due to be redeveloped will end and a new tenancy will be created at the permanent decant, matching their original security of tenure, e.g. secure tenants will get a secure tenancy, assured will receive assured.
- 6.2 Where a tenant is on a starter tenancy, they are nine months or more into their starter tenancy and a decision is made to convert, this conversion may occur before the 12 month period is finished.
- 6.3 For serious breaches of starter tenancies we may continue with enforcement action, see 7.1 below.
- 6.4 Permanent decants will have a new rent charge set for the new let.

7. Rent arrears

- 7.1 If a tenant has rent arrears or other breaches of their tenancy we will continue with our actions to recover the debt, including Court proceedings if necessary. If the result of this action is an eviction the tenant will not be re-housed as part of the decant.
- 7.2 If a tenant makes an arrangement to clear their arrears, provided this arrangement is met we will rehouse the tenant but the debt will be deducted from any compensation paid for home loss. Any arrears outstanding after the deduction will follow the tenant to their new home and is recoverable until cleared.
- 7.3 In some developments we may grant a 'right of return' to decanted tenants, that is when the development is finished tenants may move back into the newly built flats. For major works or hidden homes programmes tenants who are moved temporarily, they will have a right to return to their original address.
- 7.4 In other developments we may provide the 'option to return' this is where there is no statutory right but we'd like to offer the decanting tenants a new property in our new building.

8. Compensation

- 8.1 All residents who decant either permanently from a building marked for demolition will be entitled to a homeloss payment.
- 8.2 This will be paid as a flat rate as set by Government and will only be paid where the resident has been residing in the home for a minimum of one year. If the tenant or leaseholder has outstanding payments or debts e.g. arrears and recharges, these will be offset against any Home Loss Payment offered.
- 8.3 Tenants and leaseholders will also be eligible for Disturbance Payment for the reasonable cost of moving. We can arrange removals but if the tenants prefer to do this themselves, we will ask for two written quotations and we will pay reasonable expenses only that are in line with the costs we would incur.

9. Temporary decant due to works or emergency e.g. flood

- 9.1 In some cases we will need to decant a household to carry out works in their home. We will always aim to keep the decant to a minimum time possible, use one of our empty homes or a sheltered scheme guest room to keep costs down.
- 9.2 Where a hotel is needed for a decant we will work with partners to source a hotel and the Housing Manager will approve the cost up to a nightly cost of £200. Above £200 a night the Director of Housing will need to authorise.
- 9.3 If the tenant decides to stay with family WPH will contribute a one off payment of £100 for the first night and then £20 daily for the remainder of the time. If the resident delays any works, WPH may reduce the amount contributed.
- 9.4 In some cases where a decant is temporary and we have had to use the private rented sector, we will cover the costs associated with the tenancy including paying the rent, the cost of end of tenancy clean and admin fees usually passed to the tenant.
- 9.5 If the household is decanted to one of our homes, a Temporary Licence to Occupy will be granted.
- 9.6 Rent and service charge should continue to be paid on the tenant's principal home.
- 9.7 Accommodation that is not suitable as a permanent offer may be considered reasonable for a short-term arrangement.

10. Permanent decant due to unsuitable housing

- 10.1 In some cases we will need to make an offer of a permanent decant to those whose accommodation is not suitable for them. For example someone who is unable to use stairs may be offered a ground floor home to enable them to evacuate in the event of a fire.
- 10.2 We may serve notice using the relevant ground that alternative accommodation is available and hold a suitable property until the court date if the tenant refuses the offer.
- 10.3 Under a permanent decant the new rent for the new home should be applied.