



# Decant Policy 2022

Appendix 4

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## 1. Introduction

- 1.1 This policy is intended to cover situations where a tenant of Mid Devon Housing (MDH) is required to move out of their home on a temporary or permanent basis, this is called a decant. This policy only applies to tenants of MDH.
- 1.2 This policy is utilised for ad-hoc or one-off situations such as the result of a fire, flood or major repairs. If a redevelopment project is being carried out, project specific policies will apply.
- 1.3 A decant will only be considered as a last resort, where it is deemed impossible for the tenant to remain in the home while works to the property are being carried out.
- 1.4 MDH recognises that this policy could affect void performance, especially if void properties are held to facilitate a decant. Therefore, every effort will be made to limit the impact of this.

## 2. Related Documents

- Tenancy Agreement
- MDH Tenancy Management Policy
- Devon Home Choice Policy
- MDH Allocations Policy
- Complaints Policy
- MDH Compensation Policy

## 3. Purpose

- 3.1 Decants can be disruptive and difficult for tenants and this policy sets out how MDH will mitigate this disturbance. MDH will ensure that we:
  - Act quickly once a decant is deemed necessary
  - Minimise the disruption to the tenant
  - Consult tenants at the earliest opportunity regarding a decant
  - Provide tenants with clear information in relation to the decant process
  - Consider the needs of tenants when offering alternative accommodation and try to balance the requirements of the tenant with the move
  - Provide clear, accurate and up to date information
  - Remain compliant with the Land Compensation Act 1973 when making home loss and disturbance payments.

## 4. Consultation and Information:

- MDH will consult with the tenant, in detail as to why the decant is necessary and the process that follows
- Tenants will be asked about their requirements, in particular where a tenant has special needs that need to be taken into consideration
- MDH will give the tenant an estimated timeframe of the decant duration

- MDH will give the tenant a schedule of works with interval periods for regular updates
- MDH will advise the tenant of the support/compensation that they may be eligible for
- Where a claim has been received for compensation towards eligible expenses, MDH will make a payment within 28 days.
- The tenant's neighbourhood officer will be the main point of contact throughout the process, providing advice and assistance when necessary.

## 5. Type of moves

### 5.1 Temporary moves

5.2 If the decant is due to major repairs needed to the home, a tenant will usually be able to return to the property, once the repairs have been completed (unless the works are scheduled to take longer than 6 months – see permanent moves below). Examples of major repair works include:

- Structural repairs
- Dry rot
- Chemical preservation treatment
- Major asbestos disturbance
- Or any other circumstance that would pose a risk to the tenant

Decants will not normally be arranged for planned improvement works such as heating replacement, kitchen or bathroom replacements, or re-wires.

5.3 If the tenant is able to stay with family/friends while we carry out the repairs they will be entitled to receive compensation (see disturbance payments below)

5.4 If the tenant cannot stay with family/friends, MDH will make a direct offer of accommodation, or arrangements will be made for you to be placed into Bed and Breakfast accommodation. If the tenant chooses to make their own bed and breakfast/hotel arrangements, the cost of the accommodation must be reasonable and agreed with MDH in advance any bookings made.

5.5 A tenant may only need to move out of their home on a temporary basis, for example, for a week or two, whilst works are being carried out. Where works may last longer, for example several months, this will be taken into account when considering the various options available.

5.6 If it is estimated that works will only take a few days, then it may be more cost effective to consider the following:

- Making arrangements for the tenant to stay with friends and family;
- Placing the tenant in B&B accommodation;
- Seeking respite care for the tenant; or
- Paying for the tenant to stay in a chalet, caravan or similar type accommodation within Devon
- If the tenant has a support network, outside of Devon, MDH will consider a request for placing into accommodation outside of Devon. This will be at the discretion of the Service Manager.

5.7 The tenant will be obliged to carry on paying rent for their permanent home, therefore they will not have to pay for the cost of their temporary accommodation. If they have transferred to alternative accommodation within MDDC's own housing stock, the above will be confirmed in writing

## 5.8 Emergency Decants

5.9 If the tenant has to move as an emergency, for example in the event of a fire or flood, MDH will liaise with the Housing Options Team to secure temporary accommodation while we carry out the repairs. This policy does not intend to cover temporary housing in an emergency, however, it can be applied if longer term temporary rehousing is required.

## 5.10 Permanent moves

5.11 If the move is permanent, tenants can bid for a new property through Devon Home Choice ([DHC](#)) or MDH will look to make a direct offer of accommodation.

5.12 MDH will take into account the tenants housing needs, the distance of accommodation from place of work or education and the proximity to their support network.

5.13 The tenant will continue to have the same tenancy type and security that they had in their original property.

## 6. Types of properties offered

6.1 Suitable properties will be identified within MDH's own stock.

6.2 If the decant is urgent and there are no suitable properties within our stock, other options will be considered, such as bed and breakfast accommodation.

6.3 Properties which are offered as a temporary decant will generally be 'like for like' with the tenants main home. Depending on the availability of suitable properties, MDH may have to move a tenant to a property that whilst not suitable in the long-term, would be suitable on a short term basis. This may relate to the size, location or property type.

## 7. Tenants Responsibilities

7.1 Tenants will be required to pack their own belongings, unless there is a valid reason, for example they are vulnerable or have special needs and that they cannot. In these instances, MDH will arrange a packing service.

7.2 The property must be left vacant and any items left will be cleared and there will not be an opportunity to return to the property to collect anything left behind.

7.3 The tenant is required to provide access for contractors or agents acting on MDH's behalf. Tenants must take responsibility for their own fixtures and fittings, unless the property is due to be demolished. A disclaimer will need to be signed to say that the tenant does not require any compensation for the loss of items.

7.4 Tenants must make appropriate arrangements for pets to be removed from the property.

7.5 Tenants must notify their insurance company and service providers of their move out date

## 8. Rights to return

- 8.1 There may be occasions when the tenant will have no automatic right to return to the property in which they are decanted from. It will depend on a number of factors, including the property size after redevelopments. In these circumstances, housing options will be explored with the tenant.
- 8.2 In some cases, the tenant may request to remain in the decant property on a permanent basis. Such requests will be considered by the Operations Manager for Housing Services. If a permanent move is authorised, no further costs in relation to the decant will be payable.

## 9. Expenses and Payments

### 9.1 Home-loss payments

- 9.2 If a move is permanent, the tenant be entitled to a home-loss payment. These payments are made in line with the [Land Compensation Act 1973](#)
- 9.3 A tenant will only qualify for a home loss payment if they were in occupation of the property as their only and main residence for a minimum of 12 months.

### 9.4 Discretionary Compensation (decant)

- 9.5 If a tenant is decanted, less than a year into their tenancy, they may receive discretionary compensation. The amount offered will be based on how long they have lived in the property. Provided that the tenant is able to provide receipts for 'out of pocket' expenses as a result of a decant, MDH may offer discretionary compensation.
- 9.6 If a tenant owes rent arrears or any other payment to Mid Devon District Council, this payment may be used to offset any monies owing.

### 9.7 Disturbance Payments

- 9.8 MDH will compensate the tenant for costs incurred from moving and ensure that you have not been left 'out of pocket' due to moving - [disturbance payments](#).

- 9.9 Examples of the items which can be included are:

- The cost of removals and/or storage of belongings
- The reasonable cost of refitting carpets, altering blinds if possible, if not replacing these items
- The reasonable charges incurred from moving your furniture and effects to your new house.
- The reasonable cost of moving the following items - cooker, washing machine, dish washer, telephone, TV aerial, satellite dish or other telecommunication equipment, alarms, re-direction of mail.
- The cost of new school uniforms should a change of school be necessary.
- The reasonable cost of cattery or kennels of pets if they cannot be accommodated in any temporary accommodation.
- The reasonable cost of redecoration of new home
- Loss of wages where time off is unavoidable due to displacement and removal and wages are lost as a consequence. In some cases we may reimburse for the cost of new appliances, for example if your existing cooker cannot be connected to your new energy supply, but this must be agreed with us beforehand.

- Installation of any disability aids and adaptations
- Providing a shower in the decant property if it is necessary due to health issues and agreed by an occupational therapist.

## 10. Monitoring and review

10.1 This policy will be reviewed in line with legislative or regulatory changes

## 11. Equality Impact Assessment (EIA)

11.1 This policy has been subject to an EIA. Both positive and negative impacts have been considered in relation to protected characteristic groups and communities that MDH work with.