



# Decant Procedure 2024

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## 1 Introduction

- 1.1 The Decant Procedure is intended to cover situations where a tenant of Mid Devon Housing (MDH) is required to move out of their home on a permanent or temporary basis, this is called a decant. This procedure only applies to tenants of MDH.
- 1.2 This procedure was produced in 2024 and is version 1.00

## 2 Related Policies

- 2.1 The following policies should be read in conjunction with this procedure:
  - Tenancy Agreement
  - MDH Tenancy Management Policy
  - Devon Home Choice Policy
  - MDH Allocations Policy
  - Complaints Policy
  - MDH Compensation Policy
  - MDH Voids Management Policy

## 3 Consultation with Tenants

- 3.1 MDH will consult with the tenant, in detail as to why the decant is necessary and the process that follows.
- 3.2 Tenants will be asked about their requirements, in particular where a tenant has special needs that need to be taken into consideration
- 3.3 Tenants can bid for a new property through Devon Home Choice (DHC) or MDH will look to make a direct offer of accommodation.
- 3.4 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.
- 3.5 The tenant will continue to have the same tenancy type and security that they had in their original property.

## 4 Temporary Moves

- 4.1 The main reasons that tenants will be asked to temporarily decant are:
  - Structural repairs
  - Dry rot
  - Chemical preservation treatment
  - Major asbestos disturbance

- Or any other circumstance that would pose a risk to the tenant
- 4.2 If a tenant is asked to temporarily decant MDH will consider the following solutions in order that they can be housed whilst the work takes place:
- Tenant staying with family or friends (will receive a disturbance payment)
  - Tenant is placed in bed & breakfast accommodation
  - The tenant is offered a direct offer of accommodation (alternative MDH Home)
  - Seeking respite care for the tenant
  - Paying for the tenant to stay in chalet, caravan or similar type accommodation within Devon or Cornwall
- 4.3 The MDH Decant Policy explains in detail what compensation the tenant will receive if a temporary move is required.

## 5 Permanent Moves

- 5.1 The main reasons that tenants will be asked to permanently decant is that the property that they are living in is going to be demolished, redeveloped or there are major repair works which will take longer than 6 months.
- 5.2 If a tenant is informed that there is a need to permanently decant MDH will support them and their household through the process.
- 5.3 Tenants who are required to decant will be offered an alternative MDH home which will be subject to their current housing need. This could mean that tenants who currently occupy a home which is under occupied may be offered a home which is more suitable to their housing need and is smaller than their current home.
- 5.4 The tenant will be offered up to 3 properties which are considered:
- Suitable for the tenants housing needs
  - Suitable for their medical needs
  - In the tenants preferred location
  - Proximity to the tenants support network
- 5.5 Tenants have the right to refuse offers of accommodation. However, after two reasonable offers of accommodation have been made, MDH will make a final offer and this will be the first available property that meets the household's bedroom needs and is as close to their areas of preference as possible.

- 5.6 If a tenant refuses 3 alternative properties they will be deemed as having no housing need and may be removed from the DHC register which means they will no longer be eligible for social or affordable housing.
- 5.7 Where a tenant refuses to move or has refused the offers of other suitable alternative accommodation and other options are not feasible, the MDH has the legal right to gain possession of the property for decanting purposes.
- 5.8 For Secure Tenancies, the two grounds for possession relevant to major works are Grounds 10 and 10A of Schedule 2 of the Housing Act 1985 (as amended) which state as follows:
- *Ground 10: "The Landlord intends, within a reasonable time of obtaining possession of the dwelling house: a) to demolish or reconstruct the building or part of the building comprising the dwelling-house, or b) to carry out work on that building or on land let together with, and thus treated as part of, the dwelling-house, and cannot reasonably do so without obtaining possession of the dwelling[1]house."*
  - *Ground 10A "The dwelling-house is in an area which is the subject of a redevelopment scheme approved by the Secretary of State or the Housing Corporation in accordance with Part V of this schedule and the landlord intends within a reasonable time of obtaining possession to dispose of the dwelling-house in accordance with the scheme" or "Part of the dwelling-house is in such an area and the landlord intends within a reasonable time of obtaining possession to dispose of that part in accordance with the scheme and for that purpose reasonably requires possession of that dwelling-house."*
- 5.9 Where these grounds are used to obtain possession of the property for decant purposes, the court will not make an order unless it is satisfied that suitable alternative accommodation has been offered or is available.
- 5.10 If a move is permanent, the tenant is entitled to a home-loss payment. These payments are made in line with the [Land Compensation Act 1973](#).
- 5.11 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.

## 6 Home Loss Payments

- 6.1 Home loss payments are a type of compensation payable if a tenant is required to move permanently. They are paid in recognition of any personal upset which they may have suffered and to assist the tenant to make their new house a home. They are paid at a flat rate set by the Government to the tenant. Only one payment can be made to joint tenants.

- 6.2 Where a resident is required to move permanently by MDH, compensation will be paid in accordance with the statutory Home Loss Regulation. This amount is set out in Section 30 of the Land Compensation Act 1973 and is reviewed annually. It is in addition to reasonable compensation for disturbance and is only payable to secure/flexible tenants who have held their tenancy for at least 1 year.
- 6.3 The payment will only be made once the permanent move has taken place and any monies owed to MDH will be deducted beforehand.
- 6.4 Decanting is the term used to explain the process when residents are required to move from their homes due to works being carried out that cannot be carried out whilst they are in residence. This includes when a resident has to move because their home is due to be demolished or disposed of, and when extensive structural or intrusive works are required.

## 7 Your New Home

- 7.1 When a tenant has accepted the offer of a new home MDH will ensure that the new property is made available to the current Void Standard, which means:
- The property will have had gas and electrical safety checks
  - All personal items from previous tenants have been removed both internally and externally
  - The garden (if the property has one) has been cut
  - Lock changes have been completed
  - Routine repairs have been completed
  - The property has been cleaned
  - Minor decoration works have been completed
- 7.2 MDH will compensate the tenant for costs incurred from moving and ensure that they have not been left 'out of pocket' due to moving. The following provides details of will/will not be considered as disturbance allowance payments:

Item	Disturbance Allowance	Comment
The cost of removals and/or storage of belongings	Yes	
The reasonable cost of refitting carpets, altering blinds if possible, if not replacing these items	Yes – in part	Carpets will be replaced to MDH void standard - If tenants require a more expensive alternative they are required to pay the difference.
The reasonable cost of refitting blinds and window coverings (includes curtain poles), if not replacing these items	Yes - in part	We will re-fit/ adjust blinds if possible. We will re-fit/ adjust curtain poles if possible.
Refitting or replacement of laminate or linoleum flooring	No	MDH will not replace or refit laminate or linoleum flooring

Non slip flooring in WC, bathrooms or Kitchen	Yes – in part	If the flooring is in a bad condition or not there, we will replace it. If tenants require more expensive alternative they are required to pay the difference
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.	Yes – in part	Included as part of removal costs. MDH will offer to fit appliances using our DLO. We will pay for 1 aerial – if the tenant wants more than 1, they will have to pay for this (considered part of Home Loss Payment)
The cost of new school uniforms should a change of school be necessary.	Yes	
The reasonable cost of cattery or kennels of pets if they cannot be accommodated in any temporary accommodation.	Yes	
The reasonable cost of redecoration of new home	Yes – in part	Property will be redecorated to MDH void standard - If tenants require a more expensive alternative they are required to pay the difference
Loss of wages where time off is unavoidable due to displacement and removal and wages are lost as a consequence	Yes	
The cost of new appliances, for example if your existing cooker cannot be connected to your new energy supply	Yes – in part	Must be agreed in advance and appliance will be of same standard as tenants existing appliance
Installation of any disability aids and adaptations	Yes	
Providing a shower in the decant property if it is necessary due to health issues and agreed by an occupational therapist.	Yes	
Installation of fencing in new property	No	Tenants are responsible for costs of installing fencing to their new home
Replacement kitchens or bathrooms	No	The new home will have kitchens and bathrooms which comply with the Decent home standard

Dismantling and refitting of existing fitted furniture	Yes	MDH will offer to do this using our DLO
Replacement of fitted furniture which was not originally supplied by MDH and cannot be moved to new property	No	Tenants are responsible for costs of installing new bespoke fitted furniture to their new home
Dismantling and reassembly of existing sheds, greenhouses or summerhouses	Yes	As long as they are in good condition and will not fall apart when dismantled – MDH is not responsible for this if so
Replacement of sheds, greenhouses or summer houses which cannot be moved to new property	No	Tenants are responsible for the cost of replacing sheds, greenhouses or summer houses for their new home

## 8 Payment rates

8.1 The following rates are applicable:

Payment Type	Current Property Size	Amount
Home Loss Payments	All	£7800.00
Disturbance allowance	All	Any out of pocket expenses incurred because of the move – any charges for broadband reconnection, redirection of mail etc.
Carpet allowance	All	£25.00 per m2 (max)

## 9 Review and version control

9.1 MDH will review this procedure every 10 years and as required to address legislative, regulatory, best practice or operational issues.

9.2 This procedure was produced in 2024 and is version 1.00