



WILLIAMSBURGH  
HOUSING ASSOCIATION LTD

## **Williamsburgh Housing Association**

### **Decant, Home Loss and Disturbance Policy**

## **1. Introduction**

The aim of this document is to outline the Association's policy and approach when tenants require to be moved on a temporary basis, (decanted) as a result of either a development programme, major repairs/modernisation or in an emergency for health and safety reasons, arising out of fire, flooding or other unplanned significant events.

This Decant Policy aims to ensure that an effective service is provided to tenants who are required to be absent from their home for a period of time to allow for required corrective works to be carried out. The Association recognises that such an occurrence can be stressful for tenants and that good levels of information and support are necessary. With this in mind, the Association will endeavour to have required works carried out as quickly as possible and to a high standard. Our tenants' health and safety will be a main factor when decants are being considered.

Where any move requires to be on a permanent basis, for example, if the Association is seeking to demolish and remodel properties then the move will be a permanent one, with the tenant, provided they have occupied the property for at least 12 months, prior to decanting, and meet the criteria set down in law, as explained in this policy, entitled to Home Loss payments.

When a tenant requires to be decanted, they remain the tenant of their original tenancy, with both the tenant and the Association responsible for ensuring they maintain their respective obligations under that tenancy. Once decant accommodation has been verbally agreed, this will be confirmed in writing and will require to be signed by both the tenant and the Association's representative prior to any move.

## **2. Aims and Objectives**

The Association aims to provide timely information and clarity on our approach to decanting of tenants; setting out what the arrangements will be when tenants require to be decanted and how the process will be managed in order to minimise the duration, disturbance and associated costs. We will do this by:

- carrying out any decant programme in an efficient and co-ordinated manner
- offering, where possible, equivalent decant accommodation
- ensuring disturbance to tenants is kept to a minimum
- ensuring there is clear and timely communication throughout the process including information on the applicability of any home loss and disturbance payments.
- Minimise the period of time that the tenant is absent from the tenancy
- Minimise lost rent
- The provision of good information / support before, during the decant process

### **3. Equalities**

As part of our commitment to equal opportunities, this policy can be made available in large print or audio tape or translated into another language if required. We are also committed to meeting Outcome 1 of the Scottish Social Housing Charter which states that Social landlords perform all aspects of their housing services so that: - every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services

### **4. Legislation**

#### Scottish Secure Tenancy Agreement

5.11 – ‘We will carry out necessary repairs due to fire, flood or Act of God, within a reasonable time or offer equivalent permanent rehousing as soon as such a house becomes available. Until that time, we will try to help you to get temporary accommodation if the house is uninhabitable’.

5.12 – ‘We have the right to come into your house to inspect it and its fixtures and fittings or carry out repairs to it, or adjoining house, during reasonable times of the day. We will give you at least twenty four hours’ notice in writing. We have the right of access to your house in order to lay wires, cables and pipes for the purposes of telecommunications, water, gas, electricity, providing we give you reasonable notice in writing. We have the right of access to the common parts at any reasonable time. If you refuse us entry, we will have the right to make forcible entry provided we have given you every reasonable opportunity to let us in voluntarily. If we have to make forcible entry, in this situation, you are liable for the costs of any damage reasonably caused. In an emergency, we have the right to make forcible entry to your house without notice’.

5.14 – ‘If we cause damage to the house or your property in connection with inspections, repairs or improvements or entry, we will reinstate the damage or compensate you for your losses. We have a right to require you to move temporarily to suitable alternative accommodation if this is necessary for the repairs to be done. If you are moved temporarily, we will reimburse you for any extra expenses you have as a result. You will be charged rent during this period but no more than you normally pay’.

The Scottish Secure Tenancy Agreement also contains areas detailing the tenants’ responsibilities in terms of notifying the Association of required repairs, which if not attended to, can over a period of time, result in significant damage and costs being incurred. Such a situation may also require the property to be vacated by the tenant to facilitate required works.

## Housing (Scotland) Act 2001

The policy adheres to the provisions of the Housing (Scotland) Act 2001. Section 11 (9) of the Act advises that:

'Where the house that the tenant normally occupies under a Scottish Secure Tenancy Agreement is not available for occupation and the tenant has been temporarily accommodated in another house, then the house that they are occupying is to be regarded as the house for the purposes of the tenancy except for the powers of landlords to take action to secure possession of the house'. (This in effect means that if an Association tenant is moved to another Association property on a temporary basis from their usual house, they will continue to enjoy full tenancy rights in the temporary house).

## Equality Act 2010

The Equality Act 2010 applies to everyone who provides a service to the public and is based on all persons having the right to be treated with dignity and respect. The Association will ensure that the Equality Act 2010 is adhered to during its service to tenants and other customers. We will ensure that all residents are treated fairly, with support needs being met when required.

### 3.2 Regulation - Scottish Social Housing Charter

## **5. Scottish Social Housing Charter**

The Social Housing Charter came into effect in April 2012 and this sets the standards and outcomes that all social landlords should aim to achieve when performing their housing activities. The Association's Decant Policy will take account of and comply with the relevant Outcomes contained within the Social Housing Charter:

Outcome 1 - Every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services.

Outcome 2 – tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, and how and why it makes decisions and the services it provides

Outcome 4 – tenants' homes, as a minimum meet the Scottish Housing Quality Standard (SHQS) when they are allocated; are always clean, tidy and in a good state of repair; and also meet the Energy Efficiency Standard for Social Housing (EESH) by December 2020.

Outcome 5 – Tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.

Outcome 13 - Tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay. The Scottish Housing Regulator is responsible for monitoring, reporting and assessing how well social landlords are achieving the Charter's outcomes and standards.

The Association is required to gather evidence to demonstrate to the Regulator, tenants and service users that it is meeting the outcomes.

## **6. Decant Considerations**

In general and where required, we will decant a tenant to temporary accommodation, where required, if:

- During maintenance works or planned programme renewals, essential facilities are affected within a tenant's home, such as cold water supply, toilet facilities or electricity and are not likely to be restored by the end of the normal working day
- Maintenance works or planned programme renewals are likely to take more than a working week to complete, the work is extensive and likely to disrupt daily living
- A tenant is considered to be vulnerable and unable to cope with the anticipated disruption to daily living
- The nature of the work could lead to health problems for the tenant or someone in the household
- Where the Association is satisfied that the work would be carried out more efficiently, effectively and safely if the tenant was living elsewhere and removes the tenant and any household members from risk of injury or harm

### **6.2 Decant Decision**

The decision to decant a tenant will be determined by the Housing Manager, in conjunction with the Maintenance Manager. Each case will be assessed on its own merit. We will ensure that the tenant is fully involved in discussions.

### **6.3 Occupied Works**

Where it is feasible and there are no health and safety issues to household members, the Association will attend to required works without decanting. This will be subject to a risk assessment by the Maintenance Officer / Manager. There will be full discussion with the tenant.

### **6.4 Tenant Reluctance to Decant**

There may be occasions where the Association has to insist that the tenant is decanted to other temporary accommodation, even if the tenant does not wish to move, if there is deemed to be a possible risk to the tenant and any other household members.

If the tenant does not consent to decant on the terms offered by the Association, the Association may take legal action to secure temporary possession of the property and allow essential repairs to be completed. Such action will be taken to safeguard the wellbeing of the tenant and any household members as well as possible harm to neighbours from the risk of not carrying out identified works. The Association is also entitled to protect its assets.

### **6.5 Tenant Reluctance to Leave Decant Property**

In any situation where the tenant refuses to return the permanent address, we will seek to resolve this by meeting with the tenant and addressing any concerns that they may have. However, when all discussions and negotiations have failed and the tenant is still unwilling to co-operate, the Association may proceed by serving a Notice of Proceedings for Recovery of Possession on the tenant (Ground 10 of Schedule 2 Part 1 of the Housing (Scotland) Act 2001 with reference to Section 16(6) of the Act).

Tenants have no legal right to remain in a temporary decant property and must return to their original home when they are able to do so (Housing (Scotland) Act 2001 Section 16(6b)).

The tenant will be required to agree to and confirm in writing that he/she will return to the permanent address on completion of works.

### **6.6 Decant Principles**

When making decant arrangements we will consider the following principles:

- We will endeavour to offer other suitable accommodation where there is a need to decant on a temporary basis. This will normally be restricted to one suitable offer of temporary accommodation
- Tenants decanted on a temporary basis will require to sign a declaration stating that they will return to their own home on completion of the works - if they refuse to return to their tenancy on completion of works, the Association will initiate legal action if necessary
- If a tenant is only likely to be decanted temporarily for a short period of time or if it is unlikely that a suitable property will become available and the tenant is unable to stay with family / friends, the Association will offer a temporary decant in the form of bed and breakfast or hotel accommodation
- In some cases, tenants may prefer to find their own temporary accommodation by staying with family or friends. In such cases the rental charge for their permanent home will be suspended for the decant period. Where the tenant is decanted to another Association property, we will continue to charge the tenant the level of rent due for their main tenancy
- The Association will arrange the areas associated to the decant process and will pay costs and allowances associated with these as outlined in the Policy

## **6.8 Decant & Return Arrangements**

Where required, the Association will arrange and pay for the following (only in cases of development improvement schemes). This will be formed of direct payment by the Association to contractors or allowances to the tenant.

- Furniture removal and storage
- Disconnecting / reconnecting cooking facilities
- Disconnecting / reconnecting washing machine
- Disconnecting / reconnecting telephone
- Mail redirection
- Flooring uplift and re-fitting (this will not be possible with certain floor types, such as laminate / wood or tiled)
- TV aerial at decant address (where required)
- Provision of basic floor covering at decant address (if necessary)
- Decoration
- Removal / refitting of window coverings

The Association will take meter readings at both the permanent and decant properties (leaving / entering).

Costs may be rechargeable to the tenant if the need to decant arose due to a wilful act by the tenant or a member of the household.

The Association will not install any gas or electrical appliances which are found to be unsafe. The tenant will be advised of this.

All works will be carried out by reputable contractors.

## **6.9 Voids**

To mitigate against the risk of flooding to void and occupied properties, the Association will drain down void properties during the winter season. This action will be based on temperature levels.

## **7. Temporary Accommodation Options**

The Association will seek to minimise disruption to tenants by decanting them as close to their own home as possible. The availability of decant accommodation and choices that we can offer to tenants will depend on what properties are available at that time, although decanting in non-emergency situations can be delayed until suitable accommodation becomes available. The possible types of temporary decant accommodation for tenants are:

- Emergency accommodation provided by the local authority
- Staying with relatives or friends
- Association properties
- Hotel accommodation

## **7.2 Council Emergency Accommodation**

The Housing (Scotland) Act 1987 (as amended) sets out categories of homeless persons who must be considered as having a priority need for housing and this includes a person who is homeless or threatened with homelessness as a result of an emergency such as flood, fire or any other disaster.

As a result the local authority (Renfrewshire Council) must offer temporary accommodation to Association tenants and their families who are unable to remain in their homes as a result of an emergency.

The Emergency nature of this accommodation means that it may only be used for short periods. This will normally be provided to allow for repairs to be completed.

## **7.3 Association Properties and Hotel Accommodation**

Where the tenant is unable to stay with family or friends and the required work can be carried out within a relatively short time period, the Association will seek to obtain hotel / bed & breakfast type accommodation.

Where any required works are estimated to be long-term in their completion, the Association will aim to decant tenants to an available Association property.

## **8. Housing Benefit & Council Tax Reduction**

The Association will endeavour to decant tenants into a similar size of property to their permanent home or other required size. Tenants who are decanted should not be financially disadvantaged if temporarily decanted into a property with a higher rent and/or Council Tax charge. Tenants will continue to meet the rental obligations and Council Tax charges during the period of decant.

## **9. Insurance**

Where the need for repair arises as a result of an insured event, the Association 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
- Dampness
- Impact by motor vehicle

The Association will seek to claim lost rental monies, removal costs, accommodation, work costs and any storage costs.



The Association's insurance provision will not be available to loss or damage to tenants' belongings unless the Association was responsible for this through accident or neglect.

## **9.2 Tenant Home Contents Insurance**

The Association promotes house content insurance to all tenants (available to owners also).

It is important that tenants obtain even minimal insurance cover as the Association will not be responsible for damage to tenants' belongings, which may be affected by an event, such as fire and flood.

Where tenants have existing home contents insurance, they should notify their provider of items to be claimed and of any decant arrangement, as the insurance provider normally requires such notification if the permanent address will not be occupied for a period of time.

## **10. Home Loss Payments**

A Home Loss Payment is intended to compensate a tenant who has to leave their home permanently because of redevelopment work or work of a substantive nature. It is a payment in recognition of the upheaval and upset of losing their home.

The law relating to Home Loss payments is contained in the Land Compensation (Scotland) Act 1973, as amended by the Planning and Compensation Act 1991.

**To qualify for a statutory Home Loss Payment, a tenant must meet specific criteria which are detailed in Appendix 3.**

A tenant who qualifies for a statutory Home Loss payment will receive a flat rate payment of £1500. If two or more persons are entitled to a Home Loss payment in respect of the same property, then the payment will be divided equally between them.

## **11. Disturbance payment**

Unlike Home Loss Payments, there is no statutory provision or specification of the amount of the payment. Section 35 of the Land Compensation (Scotland) Act 1973 refers to "reasonable expenses..." with the Lands Tribunal being given the task of determining any disputes. The upper limit on this will be £500.

A disturbance payment is to cover the costs of the actual move and also any costs that are incurred as a result of the move. In general:

- removal expenses (for example, hiring a removal firm)
- getting carpets fitted from the old home into the new home or buying and fitting second-hand carpets if this isn't possible
- altering curtains or blinds or buying second-hand ones if existing curtains or blinds don't fit new windows

- getting the cooker disconnected and reconnected or buying and fitting a second-hand cooker if the existing one cannot be fitted (for example, because it's gas and the new home doesn't have gas)
- redecorating the new home to the same standard as the old home
- getting mail redirected
- getting the phone connected
- getting the washing machine disconnected and reconnected
- getting the television aerial moved

## 12. Complaints

Should any tenant be dissatisfied with the implementation of this policy they should submit a complaint to the Association in order to get the matter resolved.

If, after exhausting the Association's complaints procedure (full details of which are available on our website, from staff or located in our reception) a tenant is still unhappy, they should contact the Scottish Public Services Ombudsman (SPSO):

SPSO  
Bridgeside House  
99 McDonald Road  
Edinburgh  
EH7 4NS  
(if you would like to visit in person, you must make an appointment first)

Their freepost address is:

FREEPOST SPSO  
Freephone: 0800 377 7330  
Online contact [www.spsso.org.uk/contact-us](http://www.spsso.org.uk/contact-us)  
Website: [www.spsso.org.uk](http://www.spsso.org.uk)

## 13. REVIEW OF POLICY

This Policy will be subject to review every three years, or earlier if required by changes in legislation, guidance or informed by practice.

## APPENDIX 1

Date:

### Customer Decant Agreement

I/We (insert tenants names) of (insert their address) agree to be moved temporarily to (insert decant address).

I/We (insert tenants names) agree to pay for gas and electricity at (insert decant address) whilst I/We live at this address, starting from (insert move date).

I/We (insert tenants names) agree understand that I/We will remain responsible for paying rent and council tax at (insert address) whilst I/We are living at (insert decant address).

I/We (insert tenants names) understand that I/we are responsible for the property at (insert decant address) until the work has been completed at (insert their own address).

I/We (insert tenants names) understand that I/We will have to return to (insert address) once the works have been completed.

Tenant Signature:

Print:

Joint Tenant Signature:

Print:

Witness Signature:

Print:

**APPENDIX 2: This only applies in cases of development improvement schemes**

<b>COSTS AND ARRANGEMENTS ASSOCIATED WITH DECANT COST</b>	<b>TEMPORARY MOVE</b>	<b>PERMANENT MOVE</b>
Removal service	Association to arrange move, in conjunction with tenant and with an approved contractor. Packing materials to be delivered in advance if required. Packing service to be provided for tenants who are not capable of doing this and who do not have anyone who can assist.	As for temporary move
Storage of household goods	Where it is not possible for these to go with the tenant, either because the tenant is moving to smaller accommodation or is moving to B and B or with family or friends, the Association will meet reasonable storage costs	Does not apply
Disconnecting and reconnecting of existing goods, cooker, washing machine, tumble drier, dishwasher	Association to arrange and directly pay an approved contractor. If the tenant has a gas cooker, but there is no gas supply in the temporary decant property, then the cooker will be stored, and an electric cooker provided for the duration of the decant.	The Association will arrange and directly pay the approved contractor. If the tenant has a gas cooker, but there is no gas supply in the new accommodation, then the Association will make arrangements to have a gas supply installed (if at all possible and there is already a gas supply into the development) or to contribute to the cost of a replacement electric cooker
Telephone/broadband	The Association will pay for the cost of disconnection and reconnection. Tenant to arrange the switch and Association to reimburse the cost within 7 days of receiving receipts.	Tenant to arrange the switch and Association to reimburse the cost within days of receiving receipts.

Other electrical appliances	Association to arrange and pay for electrical and other fitments (eg light fittings, shower) installed by the tenant to either be removed and stored, or to be made safe and left in place for the duration of the decant period. This may depend on whether the tenant needed and obtained permission from the Association to have the fitment installed in their current home.	The Association to arrange for electrical and other fitments (eg light fittings) installed by the tenant to be moved to their new home. This may depend on whether the tenant needed and obtained permission from the Association to have the fitment installed in their current home.
Adaptations	The Association will arrange and pay for the cost of any physical adaptations needed to the decant accommodation in order to enable the tenant to sustain their tenancy. This may include moving existing adaptations from their current home. The advice of an Occupational Therapist will be obtained, where possible, before an adaptation is installed. The Association will arrange for any community alarm service to be reconnected in the decant accommodation	As for temporary move.
Curtains and blinds	The Association will provide curtains/blinds and necessary curtain rails etc in the temporary accommodation with tenants able to choose from a small range. The expectation is that tenants will take down existing curtains/blinds and store in their temporary accommodation. Where reasonable, storage of these items may be arranged by the Association on a case by case basis for the duration of the decant.	If existing curtains/blinds do not fit the new accommodation, the Association will provide curtains/blinds in the new accommodation with tenants able to choose from a range matching as closely as possible the quality of their existing curtains/blinds.

Floor coverings	The Association will provide floor coverings in the temporary accommodation with tenants able to choose from a small range. Tenants' existing floor coverings will be left in place and protected or taken up and stored for the period of the decant.	The Association will provide floor coverings in the permanent accommodation with tenants able to choose from a range. The Association will take account of the quality of carpets in the current property and provide as close to the same quality as possible in the new home
Redirection of mail	The Association will provide mail redirection forms and reimburse the cost of redirection of mail for the period of the decant for each person in the tenant household who has a different surname.	The Association will provide mail redirection forms and reimburse the cost of redirection of mail for six months from the new tenancy start date for each person in the tenant household who has a different surname.
Insurance	Tenants are expected to advise their home content insurers of their move. The Association will pay the cost of any increase in premium payment that results from the move to the decant property for the period of the decant.	Tenants are expected to advise their home content insurers of their move. The Association will pay the cost of any increase in premium payment that results from the move to the new home for a period of a six months from the new tenancy start date.
Electricity and gas suppliers	The Association will arrange for meters to be read at both properties on the day of the move and will write to electricity and gas (if relevant) suppliers advising that the tenant is moving from their property to the decant property. The tenant will be responsible for paying the electricity and gas bills for the temporary accommodation. The Association will pay the standing charges for the tenant's home for the decant period	The Association will arrange for meters to be read at both properties and will write to electricity and gas (if relevant) suppliers advising that the tenant is moving to their new home.

<p>Housing Benefit/Universal Credit</p>	<p>The Association will advise the Department of Work and Pensions or the local authority that the tenant has moved to temporary accommodation but is still responsible for paying the rent on their own home. The Association will also remind the tenant to advise the Department of Work and Pensions or the local authority when the tenant moves back to their own home.</p>	<p>The Association will assist the tenant to make a new claim for their new home. The Association will advise the local authority or the Department of Work and Pensions of the move if payments are made direct to the Association</p>
<p>Meal allowance</p>	<p>If a tenant is decanted to a hotel the Association will make provision for bed and breakfast.</p>	<p>Does not apply.</p>

## APPENDIX 3

### HOME LOSS PAYMENTS

The law relating to Home Loss payments is contained in the Land Compensation (Scotland) Act 1973, as amended by the Planning and Compensation Act 1991. A tenant claiming the payment ('the claimant') must meet all the following criteria in order to qualify for a statutory Home Loss Payment:

- A claimant must have occupied the property as his/her sole or main residence for a period of at least one year prior to the date of displacement.
- The displacement must be permanent.
- The claimant must have an 'interest in the dwelling house'. This means that the claimant must be a tenant, an employee in a tied property, a spouse with occupancy rights under the Matrimonial Homes (Family Protection) (Scotland) Act 1981 (as amended) or have some other legitimate interest in the property.
- In addition, a claimant's removal must be in consequence of one of the following events (known as a qualifying event):
  - Compulsory acquisition of the property by a body with compulsory purchase powers; or
  - Demolition, improvement or closing order under the Housing (Scotland) Act 1987; or
  - The development of land acquired by an authority with compulsory purchase powers; or
  - Improvement or redevelopment by a Registered Social Landlord; or
  - Demolition of a dangerous building; or
  - A Court Order for recovery of possession proceedings by a Registered Social Landlord, with suitable alternative