

## Decant Policy

### 1.0 Policy Statement

This Policy aims to ensure that Stonewater delivers a positive customer experience and complies with legal, regulatory and contractual requirements when the move (decant) of a customer is required. Customers may be required to move to enable major works, improvements or the redevelopment of their home. Stonewater commits to consult and where necessary or required, compensate customers and assist with the move whether temporary or permanent.

### 2.0 Policy Scope and Objectives

2.1 This Policy covers the decant procedure for all tenures administered by Stonewater:

- General Needs: *Secure, Assured, Assured Shorthold, Starter Tenancies*
- Retirement Living: *Secure, Assured, Assured Shorthold, Starter Tenancies*
- Supported Housing: *Assured Shorthold, Excluded Licences*
- Homeownership: *Intermediate Rent (Rent to Buy), Shared Ownership, Leasehold, Freehold*
- Managed Services Customers

2.2 This policy is generally only applicable to Stonewater rented customers; however, there may be rare circumstances when an unassociated freeholder or leaseholder is required to move due to major works or property devastation. The decant of Homeownership customers would not usually occur unless agreed by a relevant Director.

2.3 This policy aims to

- ensure that we comply with regulatory and legislative requirements, including the payment of compensation where required.
- ensure a fair consistent, effective approach towards decants across the business
- promote a positive customer experience in respect of decants

### 3.0 Regulatory and Legal Considerations

- Housing Act 1985
- Housing Act 1988
- The Home Loss (Prescribed Amounts) (England) Regulations
- Land Compensation Act 1973
- Planning and Compensation Act 1991
- Equality Act 2010
- Coronavirus Act 2020

### 4.0 Policy Details

4.1 Categories of Decant that Stonewater deal with:

#### 4.1.1 Emergency Decant

Where there is an immediate health and safety risk to a customer remaining in their home, and this risk cannot be immediately mitigated, Stonewater will implement an Emergency Decant. The property would usually become uninhabitable in this way due to fire, flood, serious gas or electrical fault, or an issue that means the property cannot be secured overnight. We will liaise with the relevant Local Authority to fulfil any duty to homelessness that the customer may be owed under homelessness legislation, or consider the following options:

- Staying with friends or relatives.
- Staying in temporary accommodation such as a B&B or Hotel at Stonewater's expense.

#### 4.1.2 Temporary Decant

A temporary decant is usually a planned move for the customer to reside at alternative accommodation whilst work is carried out in their home. The customer is decanted for a set period of time, with the intention for them to return to their home on completion of the works. Where a temporary decant is for a short period of time, Stonewater will consider the following options:

- Staying with friends or relatives.
- Staying in temporary accommodation such as a B&B or Hotel at Stonewater's expense.

If a customer chooses to stay with friends or families an allowance to assist with meal costs, etc. will be offered (£20 per adult, £10 per child per day).

Where a temporary decant is planned for a longer period of time, it is preferable that a suitable alternative property will be offered through Stonewater as a direct let and the customer will be asked to sign a licence agreement for the temporary accommodation. The customer will continue to pay for their main tenancy with Stonewater covering the rental loss/costs of the temporary accommodation. Where a customer is in receipt of Housing Benefit or the Housing Element of Universal Credit, Stonewater will support them to update their claim with this information.

In circumstances where no suitable alternative property is available within the Stonewater stock, we may consider a short-term let/rental of a suitable property in the required location using the following options:

- Provision through the Local Authority or alternative housing provider
- Holiday Let accommodation
- Private Rental

In the event that the customer refuses to return to their permanent accommodation, legal action will be taken.

There may be occasions when a temporary decant becomes a permanent move, for example when the scale or the works become so great that we

consider full renovation, demolition or disposal of the property. The customer may also request this during the consultation period. In such circumstances, the permanent move will be considered in line with Stonewater's allocations policies and procedures. It is important to note that where a claim is made against Stonewater's insurance, a permanent move cannot be offered as this will void our claim for rent loss on the temporary accommodation.

#### 4.1.3 Permanent Decant

Where Stonewater has identified a property for disposal, demolition, or major refurbishment that alters the footprint/use of the property, a permanent decant will be needed. Stonewater will offer a tenancy for a suitable alternative home and will work with the customer to ensure their needs are met through this process. Where Stonewater cannot offer a suitable alternative property, they will work with the customer and the local authority to seek alternative options.

Where a customer is on an Assured Shorthold tenancy, or an Excluded Licence Agreement, Stonewater are not obligated to re-house the customer. However, we will work with the relevant Local Authority's housing team and seek to be informed by the Equality Impact Assessment that will need to be completed alongside any Section 21 Notice (AST) or Notice to Quit (Licence).

#### 4.2 Homeowners and Leaseholders

Where major works, renovations, and/or refurbishments are being considered, Stonewater will consult with Homeowners and Leaseholders both informally and formally under Section 20 of the Landlord and Tenant Act 1985 as amended by the Commonhold and Leasehold Reform Act 2002. Where a homeowner or leaseholder is affected, such works cannot begin until a solution has been negotiated that is acceptable to both parties. Stonewater may consider the following options:

- A move to temporary alternative accommodation, such as a B&B or Hotel. □  
A short term tenancy in the case of protracted major works.
- Purchasing the customer's home at the market value where demolition is planned or protracted major works.
- Offer of a new home where demolition is planned for redevelopment and a suitable property is planned within this development.

If Stonewater's ability to carry out major works was delayed or stalled because we have not been able to secure possession of freehold or leasehold properties included in an approved scheme, we may have to seek legal advice on the way forward if a resolution cannot be found that is mutually acceptable within a reasonable timeframe.

#### 4.3 Supported Housing

In the case of an emergency decant where other rooms within a project or suitable project nearby are not available, Supported Housing teams should first refer to the Business Continuity Plan (BCP) relevant to the project, where

details of the Local Authority's responsibilities to the customer's accommodation needs are detailed (this varies between contracts).

#### **4.4 Support for Customers**

Stonewater are committed to supporting their customer's through the decant process, whether temporary or permanent. Each customer should be subject to a tailored support package, alongside an Equality Impact Assessment that assesses their needs and the effects that the decant may have on the individual (particularly if they have additional support needs). This support could include help with packing, unpacking and removals, disconnection and reconnection of whitegoods and appliances, connection of telephone lines, and accompanied viewings.

The cost of this assistance will be deducted from any eligible disbursement payments.

#### **4.5 Power to Decant**

Where a customer declines an offer of suitable accommodation and their refusal:

- has health and safety implications for the customer and/or their family and/or other residents.
- delays the start of planned or unplanned major repair works, refurbishment, or approved redevelopment.

Stonewater has the ability to instigate legal proceedings to obtain a court order requiring the customer to move from their property.

#### **4.6 Discretionary Compensation**

For full details, please refer to the 'Stonewater Compensation Policy'.

Stonewater operate a compensation policy for payments for costs incurred by a temporary move to a decant property and the subsequent return to the customer's permanent home.

Examples of costs considered for discretionary compensation would be:

- Cost of removal firm (vulnerable tenants can also claim for packing of belongings);
- Disconnection and reconnection of domestic appliances;
- Disconnection and reconnection of telephone lines and extensions;
- Disconnection and reconnection of television aerials or satellite dishes;
- Redirection of post for up to 3 months;
- The uplifting and refitting of existing carpets. Where this is not possible then payment for new carpets will be made up to a maximum amount of £10 per square metre including underlay/door bars/gripper rods etc, delivery and fitting;
- Re-provision or refitting of disability aids and adaptations;
- Payments to cover additional travel expenses to work or in continuing their normal routines for a maximum period of 3 months.

#### **4.7 Home Loss – General Needs and Retirement Living**

Home loss payments will be made to tenants who have lived in their property for a minimum of twelve months and are required to move home permanently as a result of redevelopment or demolition of their home. Home Loss Payments will be paid in accordance with the Planning & Compensation Act 1991 and the Land Compensation Act 1973.

The amount of prescribed home loss to be paid is contained within the Home Loss Payments (Prescribed Amounts) (England) Regulations. This amount is reviewed annually by the Government and can be found at: [legislation.gov.uk](http://legislation.gov.uk).

In accordance with the Planning and Compensation Act 1991, home loss payments will only be made when:

- The tenant has been living in the property for one year before they have to be permanently decanted;
- The tenant has been living in the property as their main or only residence;
- The tenant is required to move as a consequence of improvement or redevelopment (repairs do not qualify for payment)
- The tenant must be in occupation of the property in question on the date of the qualifying action.

Stonewater may decide to make a discretionary payment for a tenancy of less than one year where it may serve Stonewater's interests.

Only one home loss payment will be made per property, with any outstanding monies owed to Stonewater being deducted from the payment.

Stonewater will make Home Loss payments as soon as reasonably possible after the property has been vacated.

#### **4.8 Home Loss - Leaseholders and Homeowners**

Where the demolition of a property or protracted major works is required, and the property is in private ownership, Stonewater will look to purchase the property as the full market value, as determined by the appointment of an independent RICS qualified surveyor.

For owner-occupiers who have lived in their home for at least 12 months, Stonewater will consider a Home Loss payment of 10% of the market value of the home, or the minimum rate as set out by the government (whichever is the greater). Stonewater will also consider meeting the reasonable costs associated with purchasing another home of similar value, whether elsewhere or by return to the re-developed site.

Where an owner does not occupy the property, they are not entitled to a Home Loss Payment. However they may, in certain circumstances, be eligible to

claim reasonable costs associated with purchasing another home of similar value elsewhere in the UK.

#### 4.9 **Disturbance Allowance**

Disturbance payments will only be made in accordance with Stonewater's own policy, to people who are in lawful possession of their tenancy and are required by Stonewater to move due to improvement or redevelopment work, either to another property temporarily, or to people who have lived at a property less than twelve months and are required to move home permanently.

A disturbance allowance is to compensate a tenant for costs they have incurred by their displacement and the amount shall be equal to the reasonable expenses associated with their move.

Stonewater deem the following list to be reasonable expenses:

- cost of removal firm (vulnerable tenants can also claim for packing of belongings);
- disconnection and reconnection of domestic appliances;
- disconnection and reconnection of telephone lines and extensions;
- disconnection and reconnection of television aerials or satellite dishes;
- redirection of post for up to 3 months;
- the uplifting and refitting of existing carpets. Where this is not possible then payment for new carpets will be made up to a maximum amount of £15 per square metre including underlay/door bars/gripper rods etc, delivery and fitting; (this amount will be reviewed at each policy review)
- re-provision or refitting of disability aids and adaptations;
- Payments to cover additional travel expenses to work or in continuing their normal routines for a maximum period of 3 months.

In the event of a claim being disputed then the matter will be dealt with in accordance with Stonewater's Complaints Procedure.

Where a claim for payment is made by a tenant, agreement must be obtained from Stonewater before they incur any costs. Stonewater may also decide to obtain an independent quotation to ensure value for money. .

On completion of the work the tenant is required to submit their receipts prior to payment being made by Stonewater. We will make this process as easy as possible recognising that this is likely to be a difficult time.

#### 4.10 **Right to Buy/Right to Acquire Implications**

Unless a demolition notice has been issued, customers with the Preserved Right to Buy (usually Secure Tenancies) cannot have this right removed either by temporary or permanent decant, as their tenure should follow them.

Where a customer's property is eligible for the Right to Acquire, and a permanent decant is required, Stonewater should endeavour to source an alternative property that is also eligible for the Right to Acquire. Where this is not possible, customers must be made aware of their decision to accept a property without the Right to Acquire attached.

#### **4.11 Consultation**

Stonewater commit to enter into consultation with customers regarding potential decants at the earliest possible stage. However, this may not always be achievable, particularly where emergency decants are required.

The consultation may include drop-in sessions, community meetings, and/or one to one appointments to assess the customer's needs and ensure they are fully informed of our proposals.

#### **4.12 Complaints and Feedback**

If a customer is unhappy with the process and standard experienced during a decant of any kind, then they can submit a complaint to Stonewater in line with our Complaints Procedure.

If there is a dispute regarding compensation payments related to the Home Loss Payment or Disturbance Payment, then a claim can be made to the Upper Tribunal (Lands Chamber) to determine the appropriate compensation due.

## **2 Service Standards**

- 5.1 Stonewater will operate their Decant Procedure in-line with government policy and legislation.
- 5.2 Stonewater Employees will obtain clear guidance and procedure to provide a robust and transparent response to decant scenarios.
- 5.3 In the event of a pandemic or other emergencies our procedures supporting this policy will be reviewed to reflect government guidance.

## **3 Equality, Diversity and Inclusion**

The Equality Act of 2010 makes it unlawful to discriminate against anyone on grounds of Age, Disability, Gender, Race, Religion or Belief, Sex, Sexual Orientation, Marriage & Civil Partnership, Pregnancy & Maternity.

Stonewater supports the Equality Act of 2010 and is committed to the values of equality of opportunity and non-discrimination.

This policy notes that Equality Impact Assessments should be completed where necessary, and that consideration to adaptations and the needs of our customers should be considered when allocating a decant property.

Stonewater commit that no protected characteristic shall cause a customer to be excluded from the aims of this policy.

#### 4 Author & Version

Author	Andrew King
Title	Regional Manager
Approved by:	Operational Delivery Group
Date approved	06/07/2020

#### 5 Revision History

Version	Date	Author	Description
1.1	11/03/19	Andrew King	Created
1.2	21/03/19	Andrew King	Replaces Home loss and disturbance policy
1.3	15/06/20	Nicola Mason	Reviewed and updated onto new policy template. Updated with pandemic statement. Reviewed in line with new service model Reviewed to consider L&G Regulatory information added
2.0	06/07/20	ODG	Approved