

# WEST LANCASHIRE BOROUGH COUNCIL

## DECANT POLICY



December 2022

## Introduction

The Decant Policy outlines West Lancashire Borough Council's approach to supporting tenants who need to move out of their homes on a temporary or permanent basis, due to an emergency or, where planned major works cannot be undertaken with the tenant in residence, or as the result of redevelopment/demolition.

We recognise that moving home particularly when it is not a matter of choice can be disruptive and upsetting, we will therefore ensure that:

- Where possible, we will carry out works whilst the tenant remains in their home. However, there will be certain situations when this is not possible.
- Tenants are consulted about decants and provided with information regarding the nature of the works needed to their home and the timescales involved.
- We give as much notice as possible for tenants to move.
- We assess the households needs to identify suitable alternative accommodation, which may be on a temporary or permanent basis.
- We comply with the Land Compensation Act 1973 (as amended) when making home loss and disturbance payments.
- We compensate tenants for all reasonable costs

## Objectives

The purpose of this policy is to ensure we treat all customers in a fair and consistent manner and to provide clarity on the arrangements which will take place when a customer has to move out of their home on a temporary or permanent basis.

The objectives of the policy are to:

- develop a consistent approach to the management of decants
- set out the assistance offered to our tenants affected by decant situations
- cause the least possible disturbance to tenants who have to decant on either a temporary or permanent basis, by assisting them in the moving process,
- ensure that information, and support is provided throughout the process;
- make reasonable and prompt payments or assistance to those affected, complying with statutory and regulatory requirements.

## Types of Decant

In all cases of decant, whether on a temporary or permanent basis we will:

- if required provide and where appropriate pay for emergency accommodation;
- provide the customer with the expected timescales for work to be completed and where appropriate expected return date;
- consult and involve the customer in any decision in relation to decant arrangements and any offer of alternative accommodation;
- work closely with the customer concerned to ensure we assess their individual needs and requirements to provide the necessary support throughout;
- pay the cost for storage of any of the customer's furniture or goods as required during the process;

- ensure any temporary decant period is kept to a minimum;
- work with the customer to ensure any benefits continue to be received;
- cover the costs of any standing charges for utilities in the customer's main property;
- offer rehousing advice and support to occupants or leasehold properties who are not the leaseholder;
- offer priority rehousing status to any customer whose home is due to be demolished.

### ***Emergency Decants***

An emergency decant occurs when a property becomes uninhabitable due to an immediate health and safety risk for e.g. fire or flood. If the tenant and their household are not able to stay with family or friends we will offer temporary accommodation. Given the urgent nature of these situations the temporary accommodation may be in hotels or B&B, if there is no suitable temporary accommodation within our own stock.

If a tenant moves into accommodation not owned by the Council such as a hotel, bed and breakfast, etc they will need to continue to pay rent (including claiming Housing Benefit/UC) for their home and we will cover the cost of the temporary accommodation. The tenant will be expected to return to the property as soon as it is safe to do so.

### ***Temporary Decant***

A temporary decant occurs when major repairs mean that it is not possible for the household to remain in the property whilst the work is carried out. The repair work would be extensive in nature and render the property uninhabitable, it would not normally include programmes of work such as kitchen, bathroom and heating upgrades.

In deciding whether a decant is necessary we will consider the household composition, needs and preferences; the likely time periods involved; the suitability of alternative accommodation; the level of disruption and the relative cost of carrying out works with the household in situ to the cost of decanting

If the tenant and their family are not able to stay temporarily with family or friends, they will be offered temporary accommodation and return to the property as soon as the work is completed.

We will try to provide the tenant with choice in regard to the temporary accommodation offered to them but cannot guarantee choice will be provided. The tenant will usually only be made one offer of temporary suitable alternative accommodation. Where a tenant refuses a reasonable offer of accommodation we may use appropriate legal remedies to ensure that it is able to complete the work needed.

If the tenant moves temporarily to an alternative Council property and will be returning to their original home, they will be issued with a 'Decant Agreement' in respect of the temporary property. They will continue to pay rent (including claiming Housing Benefit/Universal Credit) on their original home and will not be charged rent in respect of the temporary alternative accommodation.

We will cover any reasonable costs associated with the temporary move. (see Appendix A)

## ***Permanent Decant***

A permanent decant may be considered in the following situations

- The property is to be demolished
- The property does not meet the households long term needs and they wish to move permanently.
- Where remedial works may take over 6 months, meaning that temporary accommodation would not be a reasonable option

In situations where a permanent decant has been agreed the tenant will be registered on Homefinder and in accordance with the Councils Allocations Policy will be placed in Band A. Tenants will be able to place bids on suitable properties.

In most circumstances, tenants will be considered for a 'like-for-like' property, taking into account the circumstances and needs of the tenant and their household. Where the tenant is currently under occupying, in line with the Allocations Policy they would normally be offered a smaller property, that meets their current needs. In situations where there are exceptional circumstances; the Tenancy Services Manager will have discretion to offer of a larger property.

## **Rights and Responsibilities**

During the decant process, residents have the right:

- to be kept informed by the Council off the details and progress of their decant
- to be remunerated by the Council for the decant

As part of this, residents have the responsibility:

- to inform the Council's staff of any conditions and needs that would require consideration when planning their decant
- if they require support, to inform the Council of what would be required and the Council where it can will assist

In managing the decant process, the Council reserves the right to:

- consider fully the implications of the planning for the decant
- project specific changes to the property during a temporary decant where the project requires - this must be communicated to the resident.

## **Offers of accommodation**

We will work with tenants to establish their housing needs and will make reasonable efforts to accommodate any preferences for location within our available housing stock, taking into account any support needs.

### ***Large scale redevelopment schemes***

In situations where permanent decanting has been agreed for a number of tenants as part of a large scale redevelopment/demolition programme, bids on any vacancies will be considered taking into account :

- Where the applicants property is in the demolition schedule
- Who makes best use of the size and type of accommodation (in line with the Councils Allocations Policy)
- Where all other factors are equal and there are 2 competing bids from residents in the same phase of the demolition schedule the tenant who has had the tenancy longest will be given considered first.

Where there is an emergency or urgent need to decant a tenant, or a tenant is not actively bidding; direct offers of accommodation will be made without the need for applicants to bid. Any direct offers of accommodation will be approved by the Tenancy Services Manager.

In situations where the tenant has refused reasonable offers of temporary/permanent decant properties we may take legal action to gain possession of the property. This will also apply in situations where a tenant refuses to return to their original home when work is completed.

## **Home loss payments**

Where tenants are obliged to move permanently, as a result of demolition, or major planned redevelopment works, and they cannot return to their former home, they are entitled to a statutory home loss payment. Payment will be made if the tenant meets the statutory criteria under s.29 (2) Land Compensation Act 1973. The tenant will need to have been residing in the home for a minimum of one year.

To ensure best use of our financial resources, any housing related debts for e.g. rent arrears, owed to the Council will be deducted and offset from the home loss payment.

Home loss payments are made per household. Where there are joint tenants, one home loss payment will be shared between them.

In situations where a tenant makes a voluntary decision to move permanently and not return to their home once work is complete they will not be entitled to a home loss payment.

## **Disturbance payments**

Disturbance payments are intended to compensate a tenant financially for the actual expenses associated with the need to move. The amount of disturbance payment will vary according to the individual case and are assessed as "reasonable expenses" associated with

the move. Details of what would be covered in Disturbance payments can be found at Appendix A.

We will be flexible, with regard to disturbance payments and will look to meet reasonable individual requests.

## **Rent charges**

Where a tenant moves into temporary accommodation, the tenant will continue to be liable to pay the rent charges on their principal home whilst they are temporarily living elsewhere.

If a tenant chooses to stay with friends or family, or make their own alternative arrangements for temporary accommodation, they will not be charged any rent or service charge associated with the home they have moved from whilst they are not living there.

The tenant will be liable for Council Tax on their temporary property, whilst we will cover the cost of charges at their permanent home.

## Appendix A

### Examples of Disturbance Payments

The following table outlines where Housing Services will cover payments relating to a permanent or temporary decant using its own housing stock. This list is not exhaustive and other reasonable requests will be considered:

Example	Permanent Decant	Temporary Decant
<b>Removals Company</b>	Cover the cost and/or make arrangements for removals	Cover the cost and/or make arrangements for removals
<b>Travel Costs</b>	Not Applicable	We will consider requests to cover additional travel costs related to work or education whilst in temporary accommodation.
<b>Storage</b>	Not Applicable	Cover the cost and/or make arrangements for items to be stored for the duration of the decant.
<b>Disconnection / Reconnection of Cooker</b>	Yes	Yes
<b>Provision of White Goods</b>	Not applicable	We will ensure that a suitable cooker, fridge and washing facilities.
<b>Redirect of mail</b>	if the tenant arranges re-direction of mail, we will reimburse the cost for all household members for up to 6 months.	if the tenant arranges re-direction of mail, we will reimburse the cost for all household members for up to 6 months.
<b>Carpets and floor coverings</b>	Where possible, households are expected to re-use the floor covering in their homes. We will arrange for the uplift and refitting of carpets, underlay and/or laminate flooring.	Temporary accommodation will be provided with basic floor coverings

In some situations including emergency decants it may be necessary to source hotel accommodation in these situations tenants may be given a meal allowance and consideration will be given to additional expenses for launderette costs, Kennel fees for pets etc .

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