

DECANT POLICY



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1. OUR POLICY

- 1.1 CHL aim to maintain and improve our homes to a high standard, and to develop high quality housing. Sometimes we may need to decant (move) residents to another property because we have to carry out repairs which cannot be completed with residents staying at the property.
- 1.2 We may also decant because redevelopment or demolition is necessary due to the property condition.
- 1.3 In the context of this policy to decant means to move a person or household temporarily or permanently from their current property to another property.
- 1.4 We know that decants can be disruptive and difficult for residents. We will ensure that:
 - Residents are consulted about decants.
 - We provide residents with clear information and keep them informed throughout the decant process.
 - Residents' needs are considered regarding alternative accommodation.
 - If applicable, CHL comply with the Land Compensation Act 1973 when making home loss and disturbance payments
- 1.5 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,
 - ensure that CHL provides detailed information to staff and tenants on how CHL will manage situations where tenants have to be decanted,
 - promote a positive customer experience in respect of decants
- 1.6 This policy includes the latest guidance and best practice produced by the Housing Ombudsman Service (HoS) on Decants.

2. TYPES OF DECANT

2.1 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, CHL 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 may liaise with the 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 CHL's expense.

2.2 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, CHL will consider the following options:

- staying with friends or relatives
- staying in temporary accommodation such as a B&B or hotel at CHL's expense.

Where a temporary decant is planned for a longer period of time, it is preferable that a suitable alternative CHL property will be offered instead.

The customer will continue to pay for their main tenancy with CHL covering the rental loss/costs of the temporary accommodation.

In circumstances where no suitable alternative property is available within the CHL 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 CHL's allocation policies and procedures.

2.3 Permanent decant:

Where CHL has identified a property for disposal, demolition, or major refurbishment that alters the footprint/use of the property, a permanent decant will be needed.

CHL 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 CHL cannot offer a suitable

alternative property, they will work with the customer and the local authority to seek alternative options.

3. SUPPORT FOR CUSTOMERS

- 3.1 CHL are committed to supporting their customers through the decant process, whether temporary or permanent.
- 3.2 Each customer should be subject to a tailored support package, alongside an impact assessment that assesses their needs and the effects that the decant may have on the individual, (particularly if they have additional support needs).
- 3.3 CHL will, wherever possible:
 - a) Consult with tenants who are to be decanted to identify needs and preferences for the decant accommodation. This, however, may not be possible in emergency situations.
 - b) Provide information in advance to tenants about proposed decanting arrangements. Again this may not be possible in emergency situations.
 - c) Continue to keep the tenant advised on the progress of the work to their home (if they are to return) and the anticipated return date.
 - d) Provide the tenant with details of named members of staff who the tenant can contact for information and advice relating to decant arrangements and progress of works

4. DECANT CRITERIA

- 4.1 CHL will respect the preferences of individual tenants, wherever possible, when deciding whether a temporary decant is necessary. However, as a general rule, we will decant a tenant if:
 - a) there is a need to carry out major works and one or more of the following services are not likely to be restored by the end of the normal working day: water supply, toilet facilities, electricity or water heating.
 - b) the work is likely to take more than a few days to complete, and the work is extensive and likely to disrupt daily living.
 - c) a tenant is considered to be vulnerable and unable to cope with the anticipated disruption to daily living.
 - d) the work needed means that the property is likely to be insecure during part or all of the work.
 - e) the nature of the work could lead to health problems for the tenant, such as high levels of dust in the homes of tenants who have asthma or emphysema.
 - f) it is considered (in our opinion) that the work required to a property would be carried out more efficiently, effectively and safely if the tenant was living elsewhere.

- g) it is considered that nature of the work in or around the tenant's home is likely to pose a health and safety risk to the tenant.

4.2. We will provide temporary cooking and/or space heating facilities if the above criteria do not apply and this provision would enable the tenant to stay at home while the work is carried out

4.3 CHL will offer other suitable accommodation if there is a need to decant a tenant on either a temporary or permanent basis. We will take the following factors into account when considering whether the alternative accommodation is suitable to the tenant and the tenants household:

- a) closeness to the place of work or education compared to the existing home.
- b) size of the accommodation needed by the tenant's household.
- c) characteristics of the accommodation compared to the current home.
- d) terms on which the accommodation is offered compared to the terms of the existing tenancy.
- e) any special needs of the tenant or the tenant's household.

4.4 In terms of offers, CHL will:

- Make one offer of accommodation when moving a tenant temporarily,
- Make two formal offers of accommodation when moving a tenant permanently.

4.5 Our offers will be made in line with the matching standards outlined in the CHL Lettings Policy. Where a tenant is under-occupying their home, an offer may be made for a home that is smaller than their existing home, but suitable for the needs of the household.

4.6 In exceptional circumstances, such as a temporary decant caused by an emergency, we may make an offer of accommodation that does not meet the matching standards outlined in the Lettings Policy.

4.7 In order for a temporary or permanent decant to progress, the tenant will need to give their signed acceptance of the property, to confirm the property being considered is acceptable for their needs. An identified property cannot be secured, especially if this is from the private rental sector, until a signed acceptance has been completed.

5. POWER TO DECANT

5.1 We may, on occasion, have to insist that a temporary decant is necessary, even if the tenant does not want to move and previous offers are refused. Wherever possible, the tenant will be encouraged to decant to temporary accommodation, but we will take legal action to enforce the decant if the tenant continues to refuse to move.

5.2 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.

CHL will instigate legal proceedings to obtain a court order requiring the customer to move from their property.

6. COMPENSATION

6.1 Home loss

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.

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 CHL may decide to make a discretionary payment for a tenancy of less than one year where it may serve CHL's interests.
- Only one home loss payment will be made per property.
- CHL will make home loss payments as soon as reasonably possible after the property has been vacated.

6.2 Discretionary Compensation:

CHL may pay compensation 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
- 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.

- 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.

7. REMAINING IN THE DECANT PROPERTY

7.1 A tenant who has been decanted on a temporary basis to a CHL property may be allowed to remain in the decant property if:

- the tenant meets all of the transfer eligibility criteria detailed in CHLs Housing's current Allocation Policy; and,
- the decant property is not required as part of an on-going decant programme; and,
- the decant property has not already been pre-allocated to another tenant or applicant who has received a formal offer for the property or who cannot be allocated another property that equally suits their needs; and,
- the tenant makes a request to remain in their temporary decant accommodation before the move takes place and before any work to their permanent home, relating to the specific needs of the tenant, has been agreed and instructed.

7.2 A tenant can make a request to stay in their temporary decant accommodation after they have moved out of their permanent home, or the repair work has started. The eligibility criteria detailed in Section 6.1 will again apply. However, it is not likely that the request will be approved if specific adaptations have already been instructed or made to the permanent home and/or if CHL will experience financial loss as a result of the tenant not returning to their permanent home.

7.3. Tenants who have been given permission to remain in their temporary decant CHL accommodation or who decant permanently to a new home will enter into a new tenancy agreement for this home.

8. SERVICE STANDARDS

- 8.1 CHL will operate its decant procedure in line with government policy and legislation, and in line with good practice recommendations issues by the Housing Ombudsman Service.
- 8.2 CHL will ensure that relevant employees have the appropriate level of skills and knowledge to deal efficiently with decanting.

9. MONITORING & REVIEW

- 9.1 All decants will be recorded on the CHL decant database and monitored to ensure the effective management of moves and to identify trends or areas of concerns which may change the delivery of this service.

- 9.2 Where a significant number of decant arrangements are made within any given financial year the Executive Team will receive reports on the progress made with such arrangements and notified of any learning points identified.
- 9.3 This policy will be reviewed every two years unless legislation or best practice requires further change.

EQUALITY AND DIVERSITY

CHL are committed to treating all people with fairness and respect. CHL aim to create an inclusive environment where people are treated with dignity, inequalities are challenged, and CHL anticipate and respond positively to different needs and circumstances to enable individuals to achieve their potential and foster good relations within the communities CHL serve. CHL want to be recognised as an organisation delivering fair, inclusive, accessible services and an employer and partner of choice.

When applying this policy, CHL act sensitively towards the diverse needs of individuals and to reduce discrimination and harassment by making reasonable adjustments such as:

- eliminating discrimination – by providing support to those who need it and information in accessible formats and languages on request.
- tailoring the policy to meet both the specific needs of the individual, including those with additional support needs, and the diverse needs of the wider community
- advancing equality of opportunity – treating all tenants fairly
- fostering good relationships – listening to customers and responding appropriately
- compliant with all aspects of Equality & Diversity legislation, and specifically the Equality Act 2010.

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Alternative formats:

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