



CARE HOUSING ASSOCIATION DECANT POLICY

Implementation Date	January 2019
Updated	Rachael Kaminski, November 2021
Last Committee Review Date	February 2022
Next Review Date	February 2025

1. Policy Statement

Care Housing Association (Care) aims to provide and maintain high quality, sustainable homes for our tenants, however there may be occasions where our homes become uninhabitable meaning tenants are no longer able to live there. This would likely be temporary e.g. to carry out a major repair, but could be permanent if major reconfiguration or demolition was necessary.

When a tenant is moved from their permanent home into alternative accommodation, this is known as a decant. A decant may be necessary because of an emergency, such as fire or flood damage, or because planned major works mean that the property is uninhabitable. This policy sets out our commitment to providing an effective, customer-focused approach to decanting tenants.

2. Policy

2.1 Where essential repair or improvement work has been identified, Care will assess the works required and decide whether minor works or major works, or more permanent measures such as disposal or demolition, are required.

2.2 Where works cannot be completed with the tenant(s) continuing to occupy the property, we will arrange alternative accommodation. Registered Providers have no statutory or legal duty to provide temporary accommodation, but if the work requiring the decant is within Care's repairing obligations, we will offer temporary accommodation.

2.3 Tenants and their support teams will be involved from the outset of the decant process. We will identify the needs of the household and do everything we can to provide the most suitable accommodation. We recognise that moving can be stressful or upsetting for tenants and are committed to minimising disruption, making the move as easy as possible, for the shortest possible period and will keep tenants informed on the progress of the works in their home.

2.4 Decant Principles

The following points should be made clear to the tenant(s) if the move is temporary:

- It will only last as long as it takes to do required work to the property*
- The tenant, at all times, remains a tenant of their original home

- All extra costs as a result of the decant will be covered by the Association (unless the decant is a result of tenant damage, **see 2.6 below)
- Care will usually only make one offer of accommodation that meets the needs of the tenant(s)
- The temporary home may require a License to Occupy for the tenant for the duration of the decant
- The move does not affect any outstanding transfer request

* A tenant who is temporarily decanted may wish to remain in the decant property. In certain circumstances Care may consider this but we reserve the right to refuse such requests in line with the above principles.

If the move is permanent this will be made clear to the tenant.

2.5 Permanent Decants

In some situations, where major redevelopment work is being undertaken, a property may be demolished or significantly altered. Where this is the case, the tenants would be permanently decanted. This would result in the previous tenancy ending and a new letting.

Where a decant is expected to be necessary for 12 months or more the Association may consider offering the tenant a permanent decant. This would likely benefit the tenant as they will not have to move more than once and it may be more cost effective than a temporary decant.

Care will provide suitable alternative accommodation for a permanent move and work with the tenant(s) to meet their requirements and preferences.

2.6 Costs

Care will arrange for additional costs associated with the decant to be covered. This may include any additional accommodation costs, removal costs and other reasonable costs associated with the decant. Reasonable costs include, but are not limited to, expenses incurred because of not having kitchen or laundry facilities, or extra travel costs. The tenant(s) will not incur a loss as a result of needing to be moved when they are not at fault. If a permanent displacement is necessary and a tenant is required, rather than choosing, to move then they may be entitled to a home loss and disturbance payment.

**If the need for the tenant to be decanted is due to damage that they or their visitors have caused, Care reserves the right to refuse to decant the tenant or cover any costs associated with them having to source alternative temporary accommodation.

Where the decant is as a result of planned work or re-development, the cost of decanting tenants should be covered by the works budget. Where the decant is as a result of an unexpected event, covering the cost of the decant and the repair works will be negotiated with our insurers.

Where a tenant is decanted into a property equivalent to their permanent home, they will continue to pay their usual rent amount. If the tenant is in receipt of housing benefit their eligibility should not be affected by the decant. Care will cover any additional rent. Where the decant property is smaller or has less facilities, we will reimburse the tenant for the loss of facilities incurred, usually by arranging a rent reduction.

2.7 Refusal

We always want to work with tenants when a decant is necessary. However, if a tenant refuses to move when a decant is required and suitable alternative accommodation has been offered, Care may take legal action to enforce this.

3. Responsibility

The designated officer responsible for implementation and monitoring of this policy will be the Chief Executive.

4. Equality and Diversity

Care is committed to respecting diversity in all aspects of our work and we will not tolerate any form of discrimination.

We recognise that there is the potential for impact across the characteristics of Age, Disability, Gender Reassignment, Marriage and Civil Partnership, Pregnancy and Maternity, Race, Religion or Belief, Sex or Sexual Orientation.

Where we are made aware of or identify customers with specific needs, we will be proactive in targeting our communication and support appropriately and consider any specific needs individually.

5. Commitment and Review

Care will formally review this policy every three years or as necessary in line with changes in legislation and guidance.

1. Assessing the Decant Needs

The relevant Housing Officer will have a discussion with the decant household to assess their needs. This will include:

- Disability needs e.g. level access, special bathing facilities
- Proximity to support network
- Does the physical configuration of the property allow the tenant to maintain their level of independence?
- Financial impact on the tenant
- Any other factors raised by the tenant or their representatives
- Decant options must be discussed with the partner agent as per the Housing Management Agreement (if applicable)

2. Decant Accommodation Options

The decision should be based on the most appropriate option for the needs of the tenant(s), taking into account best value for money for the Association. Wherever possible, we will match the facilities that the tenant has in their permanent home.

Where the decant is likely to take up to 4 weeks the options include:

- Staying with family and friends
- Local authority accommodation or an alternative Care property
- Staying in B&B or hotel accommodation – Care would arrange and pay for the household to be decanted to hotel or B&B accommodation

Where the decant is anticipated to take more than 4 weeks, options include:

- Staying with family and friends
- Temporary or permanent decant to an alternative Care property or local authority accommodation
- Temporary decant to a private-let property